

06-23-2004



Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102774272

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): G.21.04
BUFFALO COLOR CORPORATION

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Other _____
 - Merger
 - Change of Name

Execution Date: 06/07/2004

2. Name and address of receiving party(ies)
Name: DIXIE CHEMICAL COMPANY, INC.

Internal Address: _____

Street Address: 300 Jackson Hill

City: Houston State: TX Zip: 77007

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Serial No 71646101

B. Trademark Registration No.(s)
0585799

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David R. Jones

Internal Address: _____

Street Address: 700 Louisiana

City: Houston State: TX Zip: 77002

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Blake E. Rizzo
Name of Person Signing

Signature

6/18/04
Date

8

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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TRADEMARK
REEL: 002994 FRAME: 0369

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FINANCE SECTION

ASSIGNMENT OF TRADEMARK/WORD MARK

This Assignment of Trademark/Word Mark ("Assignment") is made by Buffalo Color Corporation, a debtor in possession, ("Debtor" or "Assignor") to and for the benefit of Dixie Chemical Company, Inc. ("Assignee").

Recitals

WHEREAS, Assignor is a debtor in possession in a case under Chapter 11 of the Bankruptcy Code pending as Case No. 02-16027-K in the United States Bankruptcy Court for the Western District of New York (the "Chapter 11 Case"); and

WHEREAS, by Order dated June 2, 2004, a copy of which is attached hereto as Exhibit 1 (the "Order"), the United States Bankruptcy Court for the Western District of New York has authorized the sale and assignment to Assignee of certain intellectual property, including the following trademark/word mark:

Word Mark: NADIC
Mark Drawing Code: 5 words, letters and/or numbers in stylized form
Serial Number: 71646101
Filing Date: April 29, 1953
Registration Number: 0585799
Registration Date: February 16, 1954

(the "Mark").

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and pursuant to the Order, Assignor hereby assigns, conveys, grants, sells and transfers to the Assignee all of the Assignor's right, title and interest in and to the Mark.

This assignment of the Mark is made free and clear of all liens, claims, interests and encumbrances pursuant to the Order. Except for the foregoing, this assignment is made on an "as is, where is" basis without any warranties or representations of any kind or nature whatsoever, whether express or implied.

EXECUTED this 7th day of June, 2004.

Debtor:

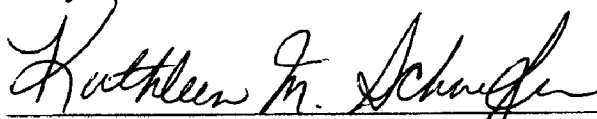
Buffalo Color Corporation, debtor
in possession in Case No. 02-16027-K.

By: Lawrence H. Kaminski
Lawrence H. Kaminski

Title: President / COO

THE STATE OF NEW YORK §
§
COUNTY OF ERIE §

SWORN TO AND SUBSCRIBED BEFORE ME, a notary public in the State of New York, County of ERIE, on this the 7TH day of June, 2004 by Lawrence H. Kaminski, known to me to be a duly authorized representative of Buffalo Color Corporation, who did swear that he was authorized to execute this document for the purposes and in the capacity set forth therein, to certify which, witness my hand and seal of office.



Notary Public in and for the State of New York

S E A L

KATHLEEN M. SCHAEFER
Notary Public, State of New York
Qualified In Erie County
My Commission Expires
November 30, 2005

In re:

BUFFALO COLOR CORPORATION,

Case No.: 02-16027-K

Debtor.

**ORDER GRANTING DEBTOR'S MOTION SEEKING
(1) APPROVAL OF A SALE OF THE DEBTOR'S
ALKYLANILINES AND ANHYDRIDES BUSINESS ASSETS,
FREE AND CLEAR OF LIENS, PURSUANT TO 11 U.S.C. §§ 363
AND BANKRUPTCY RULE 6004, TO DIXIE CHEMICAL
COMPANY, INC. ("DIXIE") AND (2) AUTHORIZATION FOR
THE DEBTOR'S ASSUMPTION AND ASSIGNMENT TO DIXIE
OF TWO EXECUTORY CONTRACTS WITH DIXIE**

This matter having come before this Court upon the motion (the "Sale Motion") of Buffalo Color Corporation (the "Debtor"), seeking authority to sell, out of the ordinary course of business, pursuant to 11 U.S.C. § 363 and Rule 6004 of the Federal Rules of Bankruptcy Procedure, the Debtor's assets related to its manufacturing and distribution of certain Alkylanilines and Anhydrides (the Debtor's "A&A Business") to Dixie Chemical Company, Inc. ("Dixie"), free and clear of liens, claims, interests and encumbrances, pursuant to the terms of a definitive Asset Purchase Agreement and the Schedules thereto ("APA"), subject to the bidding procedures and a break-up fee in favor Dixie, established in accordance with the terms of a prior Order of this Court,

AND this Court having on May 21, 2004 entered an Order shortening the time and prescribing the notice to be sent to all known creditors and other parties-in-interest in connection with this Sale Motion, and the Debtor having served notice of this Sale Motion in accordance with the terms of that Order and the Court finding all known



creditors and other parties-in-interest have received good and adequate notice of the motion and the hearing to consider the motion,

AND this Court having on May 28, 2004 entered an Order establishing certain bid procedures and a break-up fee in favor of Dixie, to be applicable in connection with this Sale Motion, in the event that any party appeared and sought to submit a higher and better offer to purchase the Acquired Assets,

AND this matter having come before this Court for hearing on June 2, 2004, and no party having filed any opposition thereto and no party having at that time submitted any higher or better offer to purchase the Acquired Assets, and the Debtor having satisfactorily established to the Court that the Debtor's secured creditors, Keltic Financial Partners LP and the Pension Benefit Guaranty Corporation (the "PBGC"), consent to this sale,

NOW, upon good cause shown, for the reasons stated on the record on June 2, 2004, it is hereby

ORDERED, that the Debtor's Sale Motion complies with the provisions of Bankruptcy Code Sections 363(b) and (f) and is hereby authorized and approved in all respects; and it is

ORDERED, that the sale to Dixie as set forth in the APA is approved in all respects; and it is

ORDERED, that the Debtor is hereby authorized to execute all documents, agreements and instruments and to perform all obligations contemplated by the APA and/or reasonably necessary thereto; and it is

ORDERED, that the Acquired Assets shall be transferred, pursuant to the APA, free and clear of all rights, liens, claims, encumbrances and other interests, and any and all such rights, liens, claims, encumbrances and other interests shall attach to the proceeds of sale, in the same priority as they existed prior to the sale; and it is

ORDERED, that upon the consummation of the sale, all persons holding any lien, claim, interest or encumbrance against or in the Debtor or the Acquired Assets of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting or otherwise pursuing such lien, claim, interest or encumbrance against Dixie or the Acquired Assets; and it is

ORDERED, that upon the Debtor's or Dixie's request, any and all holders of any liens or encumbrances filed of public record on the Acquired Assets are hereby ordered to execute a release of such liens and encumbrances, but only to the extent that they effect the Acquired Assets; and it is

ORDERED, that if any person or entity that has filed financing statements, mortgages, mechanics liens, *lis pendens* or other documents or agreements evidencing a lien, claim, interest or encumbrance in the Debtor or the Acquired Assets fails to deliver to the Debtor prior to the closing of the sale, in proper form for filing and executed by the appropriate parties, termination statements, instruments or satisfaction, releases of all such liens, claims, interests or encumbrances, then Dixie is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims, interests or encumbrances against the Acquired Assets of any kind or nature whatsoever; and it is

ORDERED, that whereas it is undisputed by the Debtor that Keltic holds a first lien security interest on all of the Acquired Assets and that the proceeds of sale are more than those amounts due to Keltic, the Debtor is permitted to distribute sale proceeds to Keltic in satisfaction of its debts, in amounts agreed to between the Debtor and Keltic, without further Order of this Court; and it is

ORDERED, that whereas it is undisputed by the Debtor that the PBGC holds, on behalf of the Buffalo Color Corporation Salaried Employees Pension Plan and the Buffalo Color Corporation Hourly Employees Pension Plan (collectively, the "Pension Plans"), a second lien security interest on all of the Acquired Assets and that the proceeds of sale are less than those amounts due to the Pension Plans, in exchange for the consent of the PBGC, on behalf of the Pension Plans, to this sale and the use of sale proceeds, the Debtor is permitted to distribute \$50,000.00 in sale proceeds to the Pension Plans (to be applied to the principal amount of the Pension Plans' secured claim) and is permitted to use the balance of the sale proceeds in the ordinary course of the Debtor's business, however, as adequate protection for such use of the sale proceeds, the Debtor also shall pay to the Pension Plans \$7,500.00 on the first day of each month, commencing on July 1, 2004, (which amounts shall also be applied to the principal amount of the Pension Plans' secured claim); and it is

ORDERED, that the transactions contemplated by this Order are undertaken by Dixie in good faith, as that term is used in 11 U.S.C. § 363(m), and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale shall not affect the validity of the sale to Dixie, unless such authorization is duly stayed pending such appeal prior to the closing. Dixie is a purchaser in good faith of the

Acquired Assets and is entitled to all of the protections afforded by 11 U.S.C. § 363(m) of the Bankruptcy Code; and it is

ORDERED, that pursuant to 11 U.S.C. § 365, the following contracts are assumed and assigned to Dixie upon closing as contemplated in the APA:

- Exclusive Manufacturing Agreement dated November 14, 2003 between the Debtor and Dixie.
- Sales Consulting Agreement dated November 14, 2003 between the Debtor and Dixie; and it is

ORDERED, that the sale shall be exempt from any stamp tax or similar taxes under Section 1146 (c) of the Bankruptcy Code, to the extent permitted under law; and it is

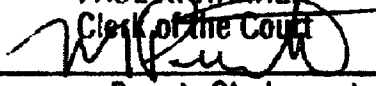
ORDERED, that that the stay imposed by Bankruptcy Rules 6004(g) and 6006(d) shall not apply to the transactions contemplated by this Order, for good cause shown, and this Order shall be effective and enforceable immediately upon entry; and it is

ORDERED, that the Court retains exclusive jurisdiction to interpret and to enforce the provisions of this Order in all respects.

Dated: Buffalo, New York
June 2, 2004

-#815255-

CERTIFIED COPY
ATTEST: A TRUE COPY
PAUL R. WARREN
Clerk of the Court

By 
Deputy Clerk
Original Filed 6/2/04


Hon. Michael J. Kaplan
United States Bankruptcy Judge

