

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest by Court Order		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		09/09/2003	CORPORATION:
RECEIVING PARTY DATA			
Name:	Marc Talon, Inc.		
Street Address:	300 Delaware Avenue		
Internal Address:	Suite 553		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	812942	TVC	
Registration Number:	2089054	MARATHON	
CORRESPONDENCE DATA			
Fax Number:	(330)376-9646		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	330-376-1242		
Email:	eggreive@rennerkenner.com		
Correspondent Name:	Edward G. Greive		
Address Line 1:	First National Tower		
Address Line 2:	Fourth Floor		
Address Line 4:	Akron, OHIO 44308		
NAME OF SUBMITTER:	Tama L. Drenski		
Signature:	/Tama L. Drenski/		

CH \$65.00 812942

Date:

05/24/2005

Total Attachments: 23

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

)	
)	Chapter 11
In re)	
COMMUNICATION DYNAMICS, INC., <u>et al.</u> ,)	Case No. 02-12753 (MFW)
Debtors.)	Jointly Administered
)	RE: DOCKET NO. 618
)	

**ORDER UNDER 11 U.S.C. §§ 105(a), 363 AND 365
AND FED. R. BANKR. P. 2002, 6004 AND 6006 (I) AUTHORIZING
AND APPROVING ASSET PURCHASE AGREEMENT
WITH TVC HOLDING, INC.; (II) AUTHORIZING AND APPROVING SALE OF
SUBSTANTIALLY ALL ASSETS OF THE DEBTORS FREE AND CLEAR OF
LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS; (III) AUTHORIZING
AND APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (IV)
GRANTING CERTAIN RELATED RELIEF [Re: Docket No. 513]**

Upon the motion dated July 10, 2003 (the "Motion"), of the above-captioned debtors and debtors-in possession (collectively, the "Debtors"), for, among other things, entry of (a) an order approving, among other things, (i) certain bid protections, including a break-up fee, expense reimbursement, auction procedures and overbid requirements (collectively, the "Bidding Procedures"), and (ii) the form and manner of notice with respect to such procedures and the hearing to consider entry of this Order; and (b) an order under 11 U.S.C. §§ 105(a), 363 and 365 and Fed. R. Bankr. P. 2002, 6004 and 6006 (i) approving the Asset Purchase Agreement by and among TVC Holding, Inc. (the "Buyer") and Communication Dynamics, Inc., CDI Finance Co., Mark Talon, Inc., Pacific Coast Cable Supply, Inc., and TVC Communications, Inc. (collectively, the

"Sellers"), dated as of August 12, 2003 (the "Purchase Agreement"),¹ a copy of which was filed with the Court on August 13, 2003), and certain ancillary agreements including the Assumption Agreement, the Bill of Sale and Assignment, the Escrow Agreement and the Canadian Tax Refund Escrow Agreement (the "Ancillary Agreements"), substantially in the forms attached as exhibits to the Purchase Agreement, (ii) authorizing the Sellers to sell (the "Sale") to the Buyer substantially all of their assets (as defined more specifically in the Purchase Agreement, the "Acquired Assets") free and clear of all (A) Liens (other than Permitted Liens), (B) all Liabilities (other than Assumed Liabilities), (C) Interests (as defined herein) and (D) Claims (as defined herein), (iii) authorizing the assumption and assignment of the Assumed Contracts, and (iv) granting certain related relief, and this Court having entered an order on August 13, 2003 (the "Procedures Order") approving, among other things, the proposed Bidding Procedures and notice of the Sale; and an auction (the "Auction") in connection with the Sale having been held on September 4, 2003 in accordance with the Procedures Order and Bidding Procedures; and the Sellers having determined that the Buyer has submitted the highest or otherwise best bid for the Acquired Assets as noted on the record of the Auction; and a hearing having been held on September 8, 2003 (the "Sale Hearing"); and adequate and sufficient notice of the Bidding Procedures, the Purchase Agreement and all transactions contemplated thereunder and in this Order having been given in the manner directed by the Court in the Procedures Order; and all interested parties having been afforded an opportunity to be heard with respect to the Motion and all relief related thereto; and limited objections to the Motion (the "Objections") having been filed by Thomas & Betts Corporation

¹ Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement.

("Thomas & Betts") and Scientific-Atlanta, Inc. ("Scientific-Atlanta"); and the Objections having been resolved on the record of the Sale Hearing pursuant to the provisions of this Order; and the Court having reviewed and considered (i) the Motion, (ii) the Objections thereto, and (iii) the arguments of counsel made, and the evidence proffered or adduced at the Sale Hearing, including the transcript of the Auction and testimony of Daniel Scouler of FTI Corporate Recovery; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT²:

A. This Court has jurisdiction over the Motion under 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding under 28 U.S.C. § 157(b)(2)(A). Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are sections 105(a), 363 and 365 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330 (as amended, the "Bankruptcy Code"), and Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

C. This Court entered the Procedures Order on August 13, 2003, and the Procedures Order has become a final and non appealable order and remains in full force and effect.

D. As evidenced by the affidavits of service and publication filed with this Court and based on representations of counsel at the Sale Hearing, (i) due, proper, timely,

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

adequate and sufficient notice of the Motion, the Sale Hearing, the Sale and the transactions contemplated thereby, including without limitation, the assumption and assignment of the Assumed Contracts, has been provided in accordance with Bankruptcy Code sections 102(1), 105(a), 363 and 365 and Bankruptcy Rules 2002, 6004 and 6006, and in compliance with the Procedures Order; (ii) such notice was good, sufficient and appropriate under the circumstances; and (iii) no other or further notice of the Motion, the Sale Hearing, the Sale or the transactions contemplated thereby (including, without limitation, the assumption and assignment of the Assumed Contracts), is or shall be required.

E. A reasonable opportunity to object and be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including the following: (i) the Office of the United States Trustee; (ii) counsel to the Buyer; (iii) counsel to the Official Committee of Unsecured Creditors appointed in these cases (the "Committee"); (iv) counsel to General Electric Capital Corporation, as the administrative agent (the "Agent") for the Debtors' prepetition secured lenders (the "Secured Lenders"); (v) all entities known to have expressed an interest in acquiring any of the Acquired Assets; (vi) all entities known to have asserted any Lien in or upon any of the Acquired Assets; (vii) all federal, state and local taxing authorities that have jurisdiction over the Business; (viii) all regulatory authorities or recording offices that have a reasonably known interest in the relief requested in the Motion; (ix) all governmental agencies having jurisdiction over the Business with respect to environmental laws; (x) parties to governmental approvals or permits; (xi) the United States Attorney's office and the attorneys general of all states in which the Acquired

Assets are located; (xii) the Federal Communications Commission and applicable state public utility commissions; (xiii) the Securities and Exchange Commission; (xiv) all non-Debtor parties to the Assumed Contracts; and (xv) all other parties that had filed a notice of appearance and demand for service of papers in these bankruptcy cases under Bankruptcy Rule 2002 as of the date of the Motion.

F. The Sellers may sell the Acquired Assets free and clear of all Interests because each entity with a security interest in any Acquired Assets to be transferred on the Closing Date, including the Assumed Contracts, (i) has consented to the Sale (including the assumption and assignment of the Assumed Contracts) or is deemed to have consented to the Sale; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such interest; or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code, and therefore, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Interests who did not object to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

G. The Agent has asserted Liens upon the Acquired Assets securing indebtedness owed to the Secured Lenders in excess of \$102 million (the "Lenders' Claims"), and the Agent has consented to the Sale.

H. Good and sufficient reasons for approval of the Purchase Agreement and the Sale have been articulated. The relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest.

I. The Debtors have demonstrated both (i) good, sufficient and sound business purpose and justification and (ii) compelling circumstances for the Sale other

than in the ordinary course of business, pursuant to Bankruptcy Code section 363(b), in that, among other things, the immediate consummation of the Sale to the Buyer is necessary and appropriate to maximize the value of the Debtors' estates; the Sale will provide the means for the Debtors to maximize distributions to creditors and enable the successful confirmation of a plan of reorganization; and absent consummation of the Sale, the Debtors may be forced to conduct a piecemeal liquidation of the Acquired Assets which is likely to yield substantially less proceeds available to distribute to creditors than the Sale.

J. The Buyer is a good faith purchaser under Bankruptcy Code section 363(m) and, as such, is entitled to all of the protections afforded thereby.

K. Each Seller has full corporate power and authority to execute the Purchase Agreement, and all other documents contemplated thereby (including, without limitation, the Assumption Agreement, the Bill of Sale and Assignment, the Escrow Agreement and the Canadian Tax Refund Escrow Agreement), and to consummate the transactions contemplated by the Purchase Agreement. The Purchase Agreement and all of the transactions contemplated thereby have been duly and validly authorized by all necessary corporate action of each of the Sellers. No consents or approvals other than the authorization and approval of this Court are required for each of the Sellers to consummate the Sale.

L. The Purchase Agreement was negotiated, proposed and entered into by the Sellers and the Buyer without collusion, in good faith and from arms'-length bargaining positions. The Buyer is not an "insider" of any of the Debtors, as that term is defined in Bankruptcy Code section 101. Neither the Debtors nor the Buyer have engaged in any

conduct that would cause or permit the Purchase Agreement to be avoided under Bankruptcy Code section 363(n).

M. The consideration provided by the Buyer pursuant to the Purchase Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Acquired Assets, and (iii) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia.

N. The Purchase Agreement was not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

O. The transfer of the Acquired Assets to the Buyer pursuant to the Purchase Agreement will be a legal, valid, and effective transfer of the Acquired Assets, and vests or will vest the Buyer with all right, title, and interest of the Sellers to the Acquired Assets free and clear of Liens (i) that purport to give to any party a right or option to effect any forfeiture, modification or termination of the Sellers' or the Buyer's interests in the Acquired Assets or (ii) in respect of taxes, restrictions, rights of first refusal, charges or interests of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership (collectively, the "Interests"), with the exception of Permitted Liens, with all such non-assumed Interests to attach to the Sellers' interest in the proceeds of the Sale (the "Sale Proceeds") in order of priority, subject to any rights, claims and defenses of the Debtors with respect thereto and subject to the remaining provisions of this Order.

P. Neither the Buyer nor its affiliates, successors or assigns, as a result of any action taken in connection with the purchase of the Acquired Assets: (a) are a successor to the Debtors; (b) have, de facto or otherwise, merged with or into the Debtors; or (c) are a continuation or substantial continuation of the Debtors or any enterprise of the Debtors, except that any obligation of Buyer under COBRA to provide coverage to "M&A Qualified Beneficiaries" (as defined in the regulations issued pursuant to COBRA) with respect to the Acquired Assets shall not be affected by this Order.

Q. The Debtors have demonstrated that assuming and assigning the Assumed Contracts in connection with the Sale is an exercise of their sound business judgment, and that such assumption and assignment is in the best interests of the Debtors' estates.

R. The Debtors have cured, or have provided adequate assurance of cure of, any default existing prior to the Closing Date, which is the effective date of assumption of the Assumed Contracts, within the meaning of Bankruptcy Code section 365(b)(1)(A), under the Assumed Contracts, and have provided compensation or adequate assurance of compensation to any non-Debtor party to such contracts or leases for any of their actual pecuniary losses resulting from any default arising prior to the Closing Date under any such Assumed Contracts, within the meaning of Bankruptcy Code section 365(b)(1)(B) (collectively, the "Cure Amounts").

S. As of Closing Date, subject only to the payment of the Cure Amounts, as determined in accordance with the procedures identified in the Motion, each Assumed Contract will be in full force and effect and enforceable against the non-Debtor party thereto in accordance with its terms.

T. On or before the Closing Date, the Debtors will pay in full all Cure Amounts in respect of all undisputed cure claims and all Cure Amounts that have been determined by this Court pursuant to a Final Order as of the Closing, excluding any portion of such Cure Amounts that constitute Assumed Current Liabilities which the Buyer has agreed to pay under the Purchase Agreement. On the Closing Date, the Debtors will cause to be segregated an amount of the Sale Proceeds equal to the asserted amount of a disputed Cure Amount, if any, on an Assumed Contract pending the resolution of any such dispute by this Court or mutual agreement of the parties and upon such resolution or mutual agreement (subject to the right of the Debtors and the Buyer to determine to reject any Contract previously designated as an Assumed Contract until ten (10) Business Days following entry of a Final Order determining the Cure Amount for such Contract or execution of a written agreement between the Debtors, the Buyer and the non-Debtor party to such Contract establishing such Cure Amount), and the Debtors shall pay out of such segregated funds the amount of any such Cure Amount which the Buyer has not expressly agreed to pay under the Purchase Agreement. Any non-Debtor party to any Assumed Contract who objected to the Cure Amounts (a "Cure Amount Objection") is protected by having such disputed portion of such Cure Amount segregated as set forth herein.

U. The Debtors have, to the extent necessary, satisfied the requirements of Bankruptcy Code sections 365(b)(1) and 365(f) in connection with the Sale, the assumption and assignment of the Assumed Contracts and shall upon assignment thereof on the Closing Date, be relieved from any liability for any breach thereof (other than the

liability to pay Cure Amounts that are not Assumed Current Liabilities on or before the Closing or following the Closing, as applicable), and it is therefore

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED (other than with respect to matters previously addressed by the Procedures Order). All relief granted by the Procedures Order is hereby incorporated by reference to this Order and remains in full force and effect.

2. Any objections to the entry of this Order or the relief granted herein and requested in the Motion that have not been withdrawn, waived or settled, and all reservations of rights included therein, hereby are denied and overruled on the merits with prejudice.

Approval of the Purchase Agreement

3. The Purchase Agreement and the Ancillary Agreements, and all of the terms and conditions thereof, including, but not limited to, the sale of the Acquired Assets and assumption of the Assumed Liabilities in exchange for the Purchase Price, as set forth in the Purchase Agreement, are hereby approved.

4. Pursuant to Bankruptcy Code sections 363(b) and (f), the Debtors are authorized and (subject to the applicable closing conditions set forth in the Purchase Agreement) directed to consummate the Sale, pursuant to and in accordance with the terms and conditions of the Purchase Agreement.

5. The Debtors are authorized and (subject to the applicable closing conditions set forth in the Purchase Agreement) directed to execute and deliver, and empowered to perform under, consummate and implement, the Purchase Agreement, collectively with all additional instruments and documents (including, without limitation,

the Ancillary Agreements) that may be reasonably necessary or desirable to implement the Purchase Agreement, and to take all further actions as may be requested by the Buyer for the purpose of transferring the Acquired Assets to the Buyer or as may be necessary or appropriate to the performance of the obligations contemplated by the Purchase Agreement. The Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Purchase Agreement, the Ancillary Agreements or any other Sale related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Order.

Transfer of Acquired Assets

6. Except as expressly permitted or otherwise specifically provided for in the Purchase Agreement or this Order, pursuant to Bankruptcy Code sections 105(a) and 363(f), the Acquired Assets shall be transferred to the Buyer and, as of the Closing Date, shall be free and clear of (a) all Interests, and (b) all debts arising under, relating to, or in connection with any acts of the Debtors, claims (as that term is defined in section 101(5) of the Bankruptcy Code), Liabilities, obligations, demands, guaranties, options, rights, contractual commitments, restrictions, interests and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, understanding, law, equity or otherwise (including, without limitation, claims and encumbrances (i) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of any of the Sellers' or the Buyer's interests in the Acquired Assets, or any similar rights, or (ii) in

respect of taxes, restrictions, rights of first refusal, charges or interests of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership) (collectively, "Claims"), with the exception of Permitted Liens and Assumed Liabilities. Subject to the provisions of paragraphs F through G above, all such non-assumed Interests and Claims to attach to the Debtors' interest in the Sale Proceeds, in the order of their priority, with the same validity, force and effect which they now have against the Acquired Assets, subject to any rights, claims and defenses the Debtors or the Agent may possess with respect thereto.

7. Except as expressly provided by the Purchase Agreement, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade and other creditors, holding Interests or Claims of any kind or nature whatsoever against or in the Debtors or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non contingent, liquidated or unliquidated, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the operation of the Debtors' businesses prior to the Closing Date or the transfer of the Acquired Assets to the Buyer, shall be and hereby are forever barred, estopped and permanently enjoined from asserting, prosecuting or otherwise pursuing against the Buyer, its property, its successors and assigns, its affiliates or the Acquired Assets, such persons' or entities' Interests or Claims (with the exception of Permitted Liens and Assumed Liabilities). Following the Closing Date, no holder of an Interest in or Claim against the Debtors (other than holders of Permitted Liens or

Assumed Liabilities) shall interfere with the Buyer's title to or use and enjoyment of the Acquired Assets based on or related to such Interests or Claims, and all such Claims and Interests, if any, shall be, and hereby are channeled, transferred and attached solely and exclusively to the Sale Proceeds.

8. The transfer of the Acquired Assets to the Buyer pursuant to the Purchase Agreement shall not result in (i) the Buyer having any liability or responsibility for any claim (other than for Permitted Liens or Assumed Liabilities) against the Debtors or against an insider of the Debtors, or (ii) the Buyer having any liability or responsibility to the Debtors except pursuant to the Purchase Agreement and this Order.

9. The Buyer shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Acquired Assets other than as expressly set forth in the Purchase Agreement. Without limiting the effect or scope of the foregoing, the transfer of the Acquired Assets from the Debtors to the Buyer does not and will not subject the Buyer or its affiliates, successors or assigns or their respective properties (including the Acquired Assets) to any liability for claims (as that term is defined in section 101(5) of the Bankruptcy Code) against the Debtors or the Acquired Assets by reason of such transfer under the laws of the United States or any state, territory or possession thereof applicable to such transactions.

10. Neither the Buyer nor its affiliates, successors or assigns shall be deemed, as a result of any action taken in connection with the purchase of the Acquired Assets to: (a) be a successor to the Debtors; (b) have, de facto or otherwise, merged with or into the Debtors; or (c) be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors, except that any obligation of the Buyer under COBRA to

provide COBRA coverage to "M&A Qualified Beneficiaries" (as defined in the regulation issued pursuant to COBRA) with respect to the Acquired Assets shall not be affected by this Order.

11. Neither the Buyer nor its affiliates, successors or assigns is acquiring or assuming any liability, warranty or other obligation of the Debtors, including, without limitation, any tax incurred but unpaid by the Debtors prior to the Closing Date, including, but not limited to, any tax, any fine or penalty relating to a tax, or any addition to tax, whether or not previously assessed, fixed or audited, whether or not paid, and whether or not contested before and adjudicated by a judicial or administrative tribunal of competent jurisdiction, except as otherwise expressly provided in the Purchase Agreement.

12. On or before the Closing Date, the Debtors will pay in full, or shall segregate and reserve Sale proceeds sufficient to pay in full, all Transfer Taxes, utility charges, real property Taxes, personal property taxes or similar ad valorem obligations that the Debtors are obligated to pay under the Purchase Agreement, and to the extent not paid at Closing, shall pay all such amounts out of such segregated funds when and as due.

13. On or before the Closing Date, the Debtors will pay in full, or shall segregate and reserve Sale proceeds sufficient to pay in full, all post-petition liabilities or administrative expense liabilities owed to employees terminated in connection with the Sale and, to the extent not paid at Closing, shall pay all such employee liabilities in full out of such segregated funds when and as due (provided, that nothing in this paragraph 13 shall derogate from the Buyer's acknowledgements related to COBRA under Section 6.10 of the Purchase Agreement).

14. The transfer of the Acquired Assets to the Buyer pursuant to the Purchase Agreement constitutes a legal, valid and effective transfer of the Acquired Assets, and shall vest the Buyer with all right, title and interest of the Debtors in and to the Acquired Assets free and clear of all Claims and Interests (other than Permitted Liens and Assumed Liabilities) of any kind or nature whatsoever.

15. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Acquired Assets or a bill of sale transferring good and marketable title in the Acquired Assets to the Buyer. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

16. This Order is and shall be effective as a determination that, all Liens (other than Permitted Liens) shall be, and are, without further action by any person or entity, released with respect to the Acquired Assets as of the Closing Date.

17. This Order shall be binding upon and shall govern the acts of all entities, including without limitation all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets.

18. The Debtors are hereby authorized, in accordance with Bankruptcy Code sections 105(a), 363 and 365, to (a) assume and assign to the Buyer, effective upon the Closing Date, the Assumed Contracts, and/or to transfer, sell and deliver to the Buyer all of Sellers' right, title and interest in and to the Assumed Contracts, free and clear of all Interests and Claims of any kind or nature whatsoever, and (b) execute and deliver to the Buyer such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts to the Buyer.

19. The requirements of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code are hereby deemed satisfied with respect to the Assumed Contracts (subject to the Cure Amount procedures set forth herein).

20. The Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Buyer, in accordance with their respective terms, notwithstanding any provision in any such Assumed Contract (including provisions of the type described in sections 365(b)(2), (e)(1) and (f)(1) of the Bankruptcy Code) which prohibits, restricts or conditions such assignment or transfer. The non-Debtor party to each Assumed Contract shall be deemed to have consented to such assignment under section 365(c)(1)(B) of the Bankruptcy Code, and the Buyer shall enjoy all of the rights and benefits under each such Assumed Contract as of the applicable Closing Date without the necessity of obtaining such non-Debtor party's written consent to the assumption and assignment thereof.

21. Pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved from any liability for any breach of any Assumed Contract after such assignment to and assumption by the Buyer on the Closing Date.

22. All liquidated monetary defaults, claims or other obligations of the Debtors arising or accruing under each Assumed Contract prior to the assumption of such Assumed Contract (without giving effect to any acceleration clauses or any default provisions of the kind specified in Bankruptcy Code section 365(b)(2)) shall be determined in accordance with the Procedures Order and promptly cured by the Debtors upon the Closing or, if later, upon determination of the Cure Amount.

23. Subject to the terms hereof with respect to the Cure Amounts, all defaults or other obligations of the Debtors under the Assumed Contracts arising or accruing prior to the Closing Date have been cured or shall promptly be cured by the Debtors in accordance with the terms hereof such that the Buyer shall have no liability or obligation with respect to any default or obligation arising or accruing under any Assumed Contract or prior to the Closing Date, except to the extent expressly provided in the Purchase Agreement. Each non-Debtor party to an Assumed Contract is forever barred, estopped and permanently enjoined from asserting against the Buyer or its property or affiliates, or any thereof, any breach or default under any Assumed Contract, any claim of lack of consent relating to the assignment thereof, or any counterclaim, defense, setoff, right of recoupment or any other matter arising prior to the Closing Date for such Assumed Contract or with regard to the assumption and assignment thereof pursuant to the Purchase Agreement or this Order.

24. Upon assignment of the Assumed Contracts to the Buyer on the Closing Date, no default shall exist under any Assumed Contract and no non-Debtor party to any Assumed Contract shall be permitted to declare a default by the Buyer under such Assumed Contract or otherwise take action against the Buyer as a result of any Debtor's

financial condition, bankruptcy or failure to perform any of its obligations under the Assumed Contract, including any failure to pay any amounts necessary to cure any Debtor's defaults thereunder. Upon entry of this Order and assumption and assignment of the Assumed Contracts, the Buyer shall be deemed in compliance with all terms and provisions of the Assumed Contracts.

25. Notwithstanding anything to the contrary in this Order, (i) upon assumption of the Assumed Contracts, the Buyer is assuming all liabilities arising under the Assumed Contracts which first arise and accrue on and after the Closing Date, (ii) the Sale of Acquired Assets being approved by this Order does not include the ship-and-debit credits from Thomas & Betts in the previously stipulated amount of \$232,477, and such credits remain with the Debtors subject to such rights of recoupment or set-off of Thomas & Betts as the Court may determine under a separate motion already before the Court; and (iii) the Sale of the Acquired Assets being approved by this Order does not include the "Credit Memos" (as defined in the Objection by Scientific-Atlanta) in the approximate amount of \$18,132.73, and such Credit Memos remain with the Debtors subject to such rights of recoupment or set-off of Scientific-Atlanta as the Court may determine.

26. The Debtors shall serve a copy of this Order on all parties in interest who have asserted any Interest in the Acquired Assets (including all lienholders of record), along with a notice calling their attention to this provision of this Order. Such parties shall have thirty days from the date of this order to notify in writing counsel for each of the Debtors, the Agent, and the Committee of the amount and nature of their asserted Interest. The Debtors are authorized, subject to prior written approval of the Agent, and

subject to ten days notice to counsel for the Committee, to satisfy Interests from Sale Proceeds without further order of the Court; if the amount or priority of any such Interest is disputed by the Agent, the Committee, or the Debtor, such Interest shall not be satisfied without further order of the Court.

27. The Agent shall retain a perfected lien, if any, in (i) all escrows and reserve amounts established pursuant to the Purchase Agreement or this Order, (ii) all of Debtors' rights under the Purchase Agreement or any related agreement, (iii) all Excluded Assets, and (iv) the Cash Collateral Reserve, with the same validity, scope, and priority as the Agent's lien rights in the Acquired Assets (or Excluded Assets, as applicable), without the need for any filing or other action to effect perfection of such liens.

Additional Provisions

28. The consideration provided by the Buyer for the Acquired Assets under the Purchase Agreement is fair and reasonable and may not be avoided under Bankruptcy Code section 363(n).

29. The transactions contemplated by the Purchase Agreement are undertaken by the Buyer in good faith, as that term is used in Bankruptcy Code section 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 the Buyer, unless such authorization is duly stayed prior to the consummation of the Sale. The Buyer is a good-faith purchaser of the Acquired Assets, and is entitled to all of the benefits and protections afforded by Bankruptcy Code section 363(m).

30. This Court retains jurisdiction to enforce and implement the terms and provisions of the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Acquired Assets to the Buyer, (b) compel assumption of the Assumed Liabilities by the Buyer, (c) resolve any disputes arising under or related to the Purchase Agreement, except as otherwise provided therein, and (d) interpret, implement and enforce the provisions of this Order.

31. All entities who are presently, or on the Closing Date may be, in possession of some or all of the Acquired Assets hereby are directed to surrender possession of the Acquired Assets either to (i) the Debtors prior to the Closing Date for subsequent transfer to the Buyer on the Closing Date or (ii) to the Buyer on the Closing Date.

32. On or before the Closing Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its Interests in the Acquired Assets, if any, as such Interests may have been recorded or otherwise exist; provided, that the Agent shall only be obligated to execute such documents and take such other actions as are reasonably requested by Buyer.

33. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens or other documents or agreements evidencing Interests with respect to the Acquired Assets shall not have delivered to the Debtors and the Buyer prior to the Closing Date in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests which the

person or entity has with respect to the Debtors and/or the Acquired Assets or otherwise, then (i) the Debtors hereby are authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to such assets and contracts and (ii) the Buyer hereby is 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 Interests in the Acquired Assets as of the Closing Date of any kind or nature whatsoever (other than the Permitted Liens and Assumed Liabilities).

34. Any amounts payable by the Sellers pursuant to the Purchase Agreement (subject to the non-recourse provisions of the Purchase Agreement relative to purchase price adjustments) or any of the documents delivered by the Sellers pursuant to or in connection with the Purchase Agreement shall (i) constitute administrative priority expenses of the Sellers' estates pursuant to Bankruptcy Code sections 503(b) and 507(a)(1), except as otherwise specifically provided in the Purchase Agreement, (ii) be paid by the Sellers in the time and manner provided in the Purchase Agreement without further order of this Court and (iii) not be discharged, modified or otherwise affected by any plan of reorganization of any of the Sellers.

37. The terms and provisions of the Purchase Agreement and this Order shall be binding in all respects upon, and shall survive and shall inure to the benefit of, the Debtors, their estates, the Buyer and its respective affiliates, successors and assigns, and any affected third parties, notwithstanding any subsequent dismissal or conversion of any of these cases or the appointment of any trustee(s) under any chapter of the Bankruptcy

Code in any of these cases, as to which trustee(s) such terms and provisions likewise shall be binding.

38. All persons who hold Claims against or Interests in (other than Permitted Liens and Assumed Liabilities) the Debtors are forever barred, estopped and permanently enjoined from asserting or prosecuting any claims or causes of action against the Buyer, its affiliates, or any of its respective officers, directors, employees, attorneys or advisors, arising out of or in connection with the Sale.

39. After the Closing Date, no person or entity, including, without limitation, any federal, state or local taxing authority, may (a) attach or perfect a lien or security interest against any of the Acquired Assets on account of, or (b) collect or attempt to collect from the Buyer or any of its affiliates, any tax (or other amount alleged to be owing by one or more of the Debtors) (i) for any period commencing before and concluding prior to or after the Closing Date, or (ii) assessed prior to and payable after the Closing Date, except as otherwise specifically provided in the Purchase Agreement.

40. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to any of the transactions under the Purchase Agreement.

41. The Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by such parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

42. Nothing contained in any chapter 11 plan confirmed in these cases or any order confirming any such plan or in any other order in these cases (including any order

entered after any conversion of these cases to cases under chapter 7 of the Bankruptcy Code) shall alter, conflict with, or derogate from, the provisions of the Purchase Agreement or this Order.

43. The failure specifically to include any particular provisions of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Purchase Agreement be authorized and approved in its entirety. Likewise, all of the provisions of this Order are nonseverable and mutually dependent.

44. Notwithstanding the provisions of Bankruptcy Rules 6004(g) and 6006(d), this Order shall not be stayed for ten (10) days after the entry hereof, but shall be effective and enforceable immediately upon issuance hereof. Time is of the essence in closing the transactions referenced herein and the Debtors and the Buyer intend to close the Sale as soon as practicable. Therefore, any party objecting to this Order must exercise due diligence in filing an appeal and pursuing a stay, or risk its appeal being foreclosed as moot.

Dated: Wilmington, Delaware
September 1, 2003


UNITED STATES BANKRUPTCY JUDGE