

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	BANKRUPTCY ORDER TO RELEASE SECURITY INTEREST RECORDED AT REEL 1359 FRAME 0315

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NBD BANK		07/10/2003	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	FLEMING PACKAGING CORPORATION
Street Address:	1114 SW Adams Street
City:	Peoria
State/Country:	ILLINOIS
Postal Code:	61602
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	0829278	COLORBOSS
Registration Number:	0833045	ALUMICEAL
Registration Number:	0839739	FP
Registration Number:	1055543	CAMEO

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 714-540-1235
 Email: ipdocket@lw.com, kristin.azcona@lw.com
 Correspondent Name: LATHAM & WATKINS LLP
 Address Line 1: 650 Town Center Drive, 20th Floor
 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	042801-0001
NAME OF SUBMITTER:	Kristin J. Azcona

OP \$115.00 0829278

Signature:	/kristinazcona/
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Date:	06/14/2007
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Total Attachments: 20
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TIME

JUL 10 2003

HARDIN W. HAWES, Clerk
U. S. BANKRUPTCY COURT
CENTRAL DISTRICT OF ILLINOIS

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF ILLINOIS

In Re:)	
)	
FLEMING PACKAGING CORPORATION,)	Case No. 03-082408
a Delaware corporation,)	(Chapter 11)
)	
Debtor.)	Judge Thomas L. Perkins
)	
<hr/>		
In Re:)	
)	
fp LABEL COMPANY, INC.,)	
a California corporation,)	Case No. 03-082410
)	(Chapter 11)
Debtor.)	
)	
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In Re:)	
)	
fp ESTATE INCORPORATED,)	
a California corporation,)	Case No. 03-082411
)	(Chapter 11)
Debtor.)	
)	

ORDER APPROVING (I) SALE OF CERTAIN ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES; (II) ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (III) AUTHORIZING EXEMPTION FROM TRANSFER, STAMP OR SIMILAR TAXES!

This matter came on to be heard by this Court on the Motion (the "Motion") of Fleming Packaging Corporation ("Fleming"), fp Estate Incorporated ("fp Estate"), and fp Label Company, Inc. ("fp Label"), debtors and debtors-in-possession in the above captioned cases (collectively, the "Debtors" or the "Sellers"), for entry of orders, pursuant to sections 105(a), 363, 365, and

¹ The Findings of Fact and Conclusions of Law contained herein constitute the findings of fact and conclusions of law required to be entered by this Court with respect to the Motion pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Rules 7052 and 9014 of the Federal Rules of Bankruptcy Procedure.

1146(c) of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code") and Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), (A) authorizing and approving (i) the sale of certain of the Debtors' assets ~~(the "Acquired Assets")~~ to RM-FP Acquisition Corporation (the "Buyer") pursuant to the Purchase Agreement (the "Purchase Agreement") dated May 5, 2003 by and among the Debtors and Buyer, (ii) the assumption and assignment of certain executory contracts and unexpired leases as set forth in the Agreement to the Buyer, and (iii) the assumption of certain liabilities by the Buyer as set forth in the Purchase Agreement, (iv) the manner of notice of the proposed sale (the "Notice Procedures"), and (v) certain Bidding Procedures (as defined in the Motion), including the payment, under certain circumstances, of a Breakup Fee (as defined herein in the Motion) and Expense Reimbursement (as defined in the Motion) and (B) ordering that the Sale be exempt from certain taxes pursuant to 11 U.S.C. § 1146; and the Order Under 11 U.S.C. §§ 105(A) And Fed. R. Bankr. P. 2002, 6004, 6006, And 9014 Approving (A) Bidding Procedures; (B) The Form And Manner Of Notice Of (i) The Sale Of Certain Assets, (ii) The Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases, And (iii) Exemption Of Sale From Certain Transfer, Stamp Or Similar Taxes; And (C) The Breakup Fee And Expense Reimbursement (the "Bidding Procedures Order") having been entered by the Court on May 30, 2003; and it appearing that due and appropriate notice of the Motion, the Bidding Procedures Order, the Bid Procedures, the Auction, the Sale Hearing, the Purchase Agreement, the Sale, the Assumption has been provided; and it appearing that no other notice of the relief granted by this Order need be given; and the hearing to consider entry of this Order having been held on July 10, 2003; and all parties in interest having been heard, or having had the opportunity to be heard, regarding entry of this Order and approval of the Sale, the

Assumption, the Purchase Agreement, and the Amended Purchase Agreement (as defined below); and the Official Committees of Unsecured Creditors (the "Committees") having withdrawn their objection, in its entirety, to the Motion, the Sale, and the Amended Purchase Agreement; and due deliberation being had; and this Court being fully advised in the premises; this Court, based upon the testimony and evidence presented to it, hereby makes the following Findings of Fact and Conclusions of Law.²

I. FINDINGS OF FACT:³

A. Basis For Section 363 Sale

1. Time is of the essence in consummating the sale of the Acquired Assets to the Buyer pursuant to the Amended Purchase Agreement (the "Sale") and the assumption and assignment of certain executory contracts and unexpired leases as set forth in the Amended Purchase Agreement to the Buyer (the "Assumption"). Accordingly, to maximize the value of the Acquired Assets, and the Assumed Executory Contracts, it is essential that the Sale and Assumption occur within the time constraints set forth in the Amended Purchase Agreement.

2. The Acquired Assets and the Assumed Executory Contracts are property of the Debtors' estates and title thereto is vested in the Debtors' estates.

² Any capitalized term not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement as amended at the Auction, and in substantially the form as attached hereto (the "Amended Purchase Agreement").

³ The Court's statements from the bench setting forth additional Findings of Fact and Conclusions of Law in open Court at the Hearing on the Motion are expressly incorporated by reference into this Order and made a part hereof.

B. Notice

1. On June 6, 2003, counsel for the Debtors served the Motion, the Agreement, the Bidding Procedures and a copy of the Bidding Procedures Order by first class mail, postage prepaid, upon (i) all entities known to have expressed an interest in a transaction with respect to the Acquired Assets or a portion thereof during the past six (6) months; (ii) all entities known to have asserted any lien, claim, interest or encumbrance in or upon the Acquired Assets; (iii) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief requested by the Motion; (iv) all parties to the Assumed Executory Contracts; (v) the United States Attorney's office; (vi) the Securities and Exchange Commission; (vii) the Internal Revenue Service; (viii) the Office of the United States Trustee; and (ix) all entities on the 2002 Service List:

2. On June 6, 2003, counsel for the Debtors served notice of the Sale by first class mail, postage prepaid, upon all other known creditors of the Debtors:

3. On June 9, 2003, the Debtors served on all non-Debtor parties to the Assumed Executory Contracts, a notice (the "Cure Notice") of the cure amount necessary to assume the Assumed Contract (the "Cure Amount"). The non-Debtor parties to the Assumed Executory Contracts had until June 20, 2003 (the "Objection Deadline") to object to the Cure Amount and state in its objection with specificity what Cure Amount is required (with appropriate documentation in support thereof). No objections were filed.

4. Counsel for the Debtors caused notice of the sale to be published in the national edition of The Wall Street Journal on June 23, 2003 and the Chicago Tribune on June 22, 2003.

5. The notice of the Motion, the Bidding Procedures Order, the Bid Procedures, the Auction, the Sale Hearing, the Sale, the Assumption, and the Purchase Agreement, was adequate and sufficient under the circumstances of these Chapter 11 cases and these proceedings and complied with the various applicable requirements of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the procedural due process requirements of the United States Constitution.

C. Good Faith Of the Buyer

1. The Buyer is purchasing the Acquired Assets in good faith and is a good faith purchaser within the meaning of 11 U.S.C. §363(m), and is therefore entitled to the protection of that provision, and otherwise has proceeded in good faith in all respects in connection with these proceedings in that: (a) the Buyer recognized that the Debtors were free to deal with any other party interested in acquiring the Acquired Assets and the Assumed Executory Contracts; (b) the Buyer complied with the provisions in the Bidding Procedures Order; (c) the Buyer in no way induced or caused the Chapter 11 filings of the Debtors; (d) all payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection with the Sale, the Assumption and the Transactions have been disclosed; (e) the Buyer has not violated 11 U.S.C. §363(n) by any action or inaction; and (f) the negotiation and execution of the Purchase Agreement, the Amended Purchase Agreement, and any other agreements or instruments related thereto was in good faith.

D. Competing Offers

1. The Auction was held on July 8, 2003 in accordance with the Bidding Procedures Order at which several competing offers were submitted. The Buyer's offer was higher and better than any of such offers.

2. The sale of the Acquired Assets to the Buyer pursuant to the Amended Purchase Agreement is fair, reasonable and in the best interests of the Debtors, their creditors and their estates.

E. Approval Of Motion

1. The Buyer is a third-party purchaser unrelated to the Debtors.
2. The terms, as set forth in the Amended Purchase Agreement, are fair and reasonable under the circumstances of these Chapter 11 cases and these proceedings.
3. The Motion should be approved as it is in the best interests of creditors.
4. The Amended Purchase Agreement represents a fair and reasonable offer under the circumstances of these Chapter 11 cases and these proceedings.
5. The transactions contemplated by the Amended Purchase Agreement (the "Transactions") are not being entered into in order to escape liability for the Debtors' debts. The Debtors are unable to satisfy their debts.

F. The Buyer is Not a Mere Continuation of the Debtors

1. Those of the Debtors' employees who are to be retained by the Buyer are being hired under new employment contracts or other arrangements to be entered into or to become effective at or after the time of the Closing.
2. No common identity of incorporators, directors or stockholders exists between the Buyer and the Debtors.
3. The Buyer is not purchasing all of the Debtors' assets. The Buyer is only purchasing the Acquired Assets. The Buyer is not purchasing the Excluded Assets.
4. The Debtors are not assuming and assigning all of their contracts and leases to the Buyer. The Debtors are only assuming and assigning the Assumed

Executory Contracts to the Buyer. The Debtors are not assuming and assigning the Excluded Contracts to the Buyer.

5. The Transactions are not being entered into fraudulently.

6. The notice of the Motion, the Bidding Procedures Order, the Bid Procedures, the Auction, the Sale Hearing, the Sale, the Assumption, and the Purchase Agreement constitutes due, adequate and timely notice in accordance with Bankruptcy Rule 2002 and the applicable provisions of the Bankruptcy Code and any requirements for other notice are hereby waived and dispensed with pursuant to Rules 2002, 6006, 9006 and 9007 of the Federal Rules of Bankruptcy Procedure and Section 105(a) of the Bankruptcy Code.

7. The Buyer is not holding itself out to the public as a continuation of the Debtors.

G. Requisite Authority

1. The Debtors have full authority and power to execute and deliver the Amended Purchase Agreement and related agreements and all other documents contemplated by the Amended Purchase Agreement, to perform their obligations therein, to consummate the Transactions and the execution, delivery and performance of the Amended Purchase Agreement and the documents to be executed and delivered by the Debtors pursuant thereto and the Sale and the Assumption. No other consents or approvals are necessary or required for the Debtors to enter into the Amended Purchase Agreement, perform their obligations therein and consummate the Transactions.

H. Miscellaneous

1. To the extent any Findings of Facts set forth in Section I, Paragraphs A-G and all sub-parts thereto, herein constitute Conclusions of Law, this Court so concludes.

II. CONCLUSIONS OF LAW

This Court hereby enters the following Conclusions of Law:

A. Jurisdiction, Final Order And Statutory Predicates

1. This Court has jurisdiction to hear and determine the Motion and to grant the relief requested in the Motion pursuant to 28 U.S.C. §§157(b)(1) and 1334(b). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§1408 and 1409.

2. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. §158(a). To any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure as made applicable by Rule 7054 of the Federal Rules of Bankruptcy Procedure, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

3. This proceeding is a "core proceeding" within the meaning of 28 U.S.C. §157(b)(2)(A), (N) and (O).

4. The statutory predicates for the Motion are Sections 105, 363, 365 and 1146(c) of the Bankruptcy Code and Rules 2002, 6004, 6006, 9014 and 9019 of the Federal Rules of Bankruptcy Procedure.

5. The Sale constitutes a sale of property of the Debtors outside the ordinary course of business within the meaning of Section 363(b) of the Bankruptcy Code.

B. Section 363 Sale

1. The Acquired Assets and the Assumed Executory Contracts are property of the Debtors' estates and title thereto is vested in the Debtors' estates.

2. The Buyer would not have entered into the Amended Purchase Agreement and would not consummate the Transactions, thus adversely affecting the Debtors, the

Debtors' estates and the Debtors' creditors, if the Sale and the Assumption were not free and clear of all Liens, or if the Buyer would, or in the future could, be liable for any of the Liens, including, without limitation, the Unassumed Liabilities, and the Excluded Executory Contracts.

3. The provisions of section 363(f) of the Bankruptcy Code have been satisfied.

4. Those (i) holders of Liens and (ii) non-debtor parties to Assumed Executory Contracts which did not object, or which withdrew their objections to entry of this Order, the Motion, the Bidding Procedures Order, the Auction, the Sale Hearing, the Sale, the Assumption, the Amended Purchase Agreement, and the Transactions, are deemed to have consented pursuant to 363(f)(2) of the Bankruptcy Code. Those (i) holders of Liens and (ii) non-debtor parties to Assumed Executory Contracts which did object, if any, fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Liens, if any, attach to the proceeds of the Sale, the Assumption and the Transactions ultimately attributable to the property against or in which they claim a Lien.

5. Given all of the circumstances of these Chapter 11 cases and the adequacy and fair value of the purchase price under the Amended Purchase Agreement, the Transactions, the Sale and the Assumption constitute a reasonable and sound exercise of the Debtors' business judgment and should be approved.

C. Retention Of Jurisdiction

1. It is necessary and appropriate for this Court to retain jurisdiction to, inter alia, interpret and enforce the terms and provisions of this Order and the Amended Purchase Agreement and to adjudicate, if necessary, any and all disputes concerning the

Assumption, any right, title, (alleged) property interest, including ownership claims, relating to the Acquired Assets and the Assumed Executory Contracts and the proceeds thereof, as well as the extent, validity and priority of all Liens relating to the Acquired Assets and the Assumed Executory Contracts.

D. No Successor Liability

1. The Buyer does not constitute a successor to the Debtors or their estates.
2. The Transactions do not amount to a consolidation, merger or de facto merger of Buyer and the Debtors or their estates.
3. The Buyer is not merely a continuation of the Debtors or their estates, there is not substantial continuity between Buyer and the Debtors, and there is no continuity of enterprise between the Debtors and the Buyer.

E. Miscellaneous

1. To the extent any Conclusion of Law set forth in Section II, Paragraphs A-D herein constitutes a Finding of Fact, this Court so finds.

Based on the foregoing Findings of Fact and Conclusions of Law, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, EFFECTIVE IMMEDIATELY, AS FOLLOWS:

A. The relief requested in the Motion is granted and approved in all respects. The Amended Purchase Agreement, the Transactions, the Sale and Assumption are hereby approved in all respects.

B. The Debtors are authorized and directed to take any and all actions necessary or appropriate to (i) consummate the Transactions, the Sale and the Assumption (including, without limitation, to convey to the Buyer any and all of the Acquired Assets and the Assumed Executory Contracts intended to be conveyed) and the Closing in accordance with the Motion.

the Amended Purchase Agreement and this Order; and (ii) perform, consummate, implement and close fully the Transactions, the Sale, the Assumption and the Closing together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Amended Purchase Agreement.

C. Upon the Closing, the Acquired Assets and the Assumed Executory Contracts transferred, sold and delivered to the Buyer shall be free and clear of all Liens (including, without limitation, all Unassumed Liabilities and Excluded Environmental Liabilities) of any Person or entity that encumber or relate to or purport to encumber or relate to the Acquired Assets, other than Permitted Liens.

D. The Buyer is not a successor to the Debtors or their estates by reason of any theory of law or equity and the Buyer shall not assume or in any way be responsible for any Liabilities (including, without limitation, all Unassumed Liabilities and Excluded Environmental Liabilities) or obligation of the Debtors or their estates, except for the Assumed Liabilities.

E. Effective on the date of entry of this Order, except for Permitted Liens and the Assumed Liabilities, all entities, including, but not limited to, the Debtors, creditors, employees, former employees and shareholders, the non-debtor parties to the Debtors' executory contracts and unexpired leases, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, maintaining any authority relating to environmental laws, and their respective successors or assigns, including, but not limited to, Persons asserting any Lien against or interest in the Debtors' estates or any of the Acquired Assets and the Assumed Executory Contracts, irrespective of any action commenced which contests the Debtors' authority to sell and assign the Acquired Assets or which seeks to enjoin such sale and/or assignment, shall be permanently and forever barred, restrained and enjoined from commencing

or continuing in any manner any action or other proceeding of any kind against the Buyer as alleged successor or otherwise with respect to any Liens on or in respect of the Acquired Assets or the Assumed Executory Contracts or arising out of or related to the Transactions.

F. Each and every term and provision of the Amended Purchase Agreement, together with the terms and provisions of this Order, shall be binding in all respects upon all entities, including, but not limited to, the Debtors, creditors, employees, former employees and shareholders, the non-debtor parties to the Debtors' executory contracts and unexpired leases, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, maintaining any authority relating to environmental laws, and their respective successors or assigns, including but not limited to Persons asserting any Lien against or interest in the Debtors' estates or any of the Acquired Assets and the Assumed Executory Contracts, irrespective of any action commenced which contests the Debtors' authority to sell and assign the Acquired Assets or which seeks to enjoin such sale and/or assignment.

G. Except for Permitted Liens and the Assumed Liabilities, all entities holding Liens of any kind and nature be and hereby are barred from asserting such Liens against the Buyer and/or the Acquired Assets and the Assumed Executory Contracts and, effective upon the transfer of the Acquired Assets and the Assumed Executory Contracts to the Buyer at the Closing, the Liens shall attach to the proceeds of the Sale, the Assumption and the Transactions with the same force, validity, priority and effect, if any, as the Liens formerly and against the Acquired Assets and the Assumed Executory Contracts.

H. This Order: (a) is and shall be effective as a determination that, upon Closing, all Liens (including, without limitation, all Unassumed Liabilities and Excluded Environmental Liabilities) existing as to the Acquired Assets and the Assumed Executory Contracts conveyed to

the Buyer have been and hereby are adjudged and declared to be unconditionally released, discharged and terminated, and (b) shall be binding upon and govern the acts of all entities, including, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, 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 and the Assumed Executory Contracts conveyed to the Buyer. All Liens of record as of the date of this Order shall be forthwith removed and stricken as against the Acquired Assets and the Assumed Executory Contracts. All such Entities described above in this Paragraph H are authorized and specifically directed to strike all such recorded Liens against the Acquired Assets from their records, official and otherwise.

I. In the event of termination of the Amended Purchase Agreement pursuant to Section 10.1 thereof, except for the obligation of Sellers to pay the Break-Up Fee and Expense Reimbursement as provided in the Bidding Procedures Order, all obligations of the parties to the Amended Purchase Agreement under the Amended Purchase Agreement shall terminate and there shall be no liability of any party to the Amended Purchase Agreement to any other party and each party to the Amended Purchase Agreement shall bear its own expenses incurred in connection with the negotiation, preparation, execution and performance of the Amended Purchase Agreement; provided that if the to the Amended Purchase Agreement is terminated other than pursuant to Section 10.1(b)(ii) or Section 10.1(d), the party that has breached its representations or obligations under the Amended Purchase Agreement shall pay and be

responsible for damages actually incurred by the other party and its Affiliates up to a maximum amount of \$1,000,000, which amount shall be the sole and exclusive remedy of the terminating party.

J. The Debtors are hereby authorized, in accordance with §365(b)(1) and (f)(2) of the Bankruptcy Code, to: (A) assume the Assumed Executory Contracts listed on the Cure Notice; (B) sell, assign and transfer to the Buyer, each of the Assumed Executory Contracts in each case free and clear of all Liens (including, without limitation, all Unassumed Liabilities and Excluded Environmental Liabilities); (C) execute and deliver to the Buyer, such assignment documents as may be necessary to sell, assign and transfer the Assumed Executory Contracts. The Debtors have (i) cured, or have provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assumed Executory Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assumed Executory Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and the Buyer has provided adequate assurance of its future performance of and under the Assumed Executory Contracts, within the meaning of section 365(b)(1)(C) of the Bankruptcy Code. The only adequate assurance of its future performance of and under the Assumed Executory Contracts required by the Buyer shall be the Buyer's promise to perform in accordance with the Assumed Executory Contracts with respect to obligations first arising or incurred following the Closing.

K. With respect to the Assumed Executory Contracts: (a) the Assumed Executory Contracts shall be transferred and assigned to, and following the Closing 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 Executory Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Assumed Executory Contracts after such assignment to and assumption by the Buyer: (b) each Assumed Executory Contract is an executory contract of the Debtors under section 365 of the Bankruptcy Code: (c) the Debtors may assume each Assumed Executory Contract in accordance with section 365 of the Bankruptcy Code: (d) the Debtors may assign each Assumed Executory Contract in accordance with sections 363 and 365 of the Bankruptcy Code and any provisions in any Assumed Executory Contract that prohibit or condition the assignment of such Assumed Executory Contract or allow the party to such Assumed Executory Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assumed Executory Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect: (e) all other requirements and conditions under section 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyer of each Assumed Executory Contract have been satisfied: (f) upon Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested in all right, title and interest of each Assumed Executory Contract.

L. There shall be no rent accelerations, assignment fees, increases (including advertising rates) or any other fees charged to the Buyer as a result of the assumption, assignment and sale of the Assumed Executory Contracts. The validity of the assumption, assignment and sale to the Buyer shall not be affected by any dispute between any Debtors or their affiliates and another party to an Assumed Executory Contract regarding the payment of

any amount, including any cure amount under the Bankruptcy Code. The Assumed Executory Contracts, upon assignment to the Buyer, shall be deemed valid and binding, in full force and effect in accordance with its terms.

M. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, all parties to the Assumed Executory Contracts are forever barred and enjoined from raising or asserting against the Buyer any assignment fee, default, breach or claim or pecuniary loss, or condition to assignment, arising under or related to the Assumed Executory Contracts existing as of the Closing or arising by reason of the Closing. Any party that may have had the right to consent to the assignment of its Assumed Executory Contract is deemed to have consented to such assignment for purposes of section 365(e)(2)(A)(ii) of the Bankruptcy Code and otherwise if it failed to object to the assumption and assignment.

N. This Court hereby determines that the cure amounts as set forth on the Cure Notice constitute all of the cure amounts that the Debtors shall be required to pay in order to assume and assign the Assumed Executory Contracts set forth in the Amended Purchase Agreement to this Order. The Buyer shall not be required to pay any cure amounts relating to the Assumed Executory Contracts. To the extent that the Debtors fail to pay the cure amounts set forth on the Cure Notice, and the Buyer elects to pay such cure amounts, all such cure amounts paid by the Buyer shall constitute allowed administrative expense claims with priority over any and all administrative expenses of the kind specified in section 503 of the Bankruptcy Code and shall be, at the Buyer's election, (i) immediately payable if and when any such obligations of Debtors arise under the Amended Purchase Agreement or (ii) credited against any amounts owed by the Buyer to Debtors.

O. If any person or entity which has filed statements or other documents or agreements evidencing Liens on, or interests in, the Acquired Assets or the Assumed Executory Contracts shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Liens which the person or entity has or may assert with respect to the Acquired Assets, or the Assumed Executory Contracts, the Debtors are hereby authorized and directed, and the Buyer is hereby authorized, to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Acquired Assets and the Assumed Executory Contracts.

P. Any and all Acquired Assets in the possession or control of any person or entity, including, without limitation, any former vendor, supplier or employee of the Debtors shall be transferred to the Buyer free and clear of the Liens unless, pursuant to the Amended Purchase Agreement, such person, entity, vendor, supplier or employee may retain temporary possession or control of any of such Acquired Assets, in which case the possession of such item shall be delivered to the Buyer at such time as is designated by the Buyer.

Q. Nothing contained in any order of any type or kind entered in these Chapter 11 cases or any related proceeding subsequent to entry of this Order, nor in any chapter 11 plan confirmed in these Chapter 11 cases, shall conflict with or derogate from the provisions of the Amended Purchase Agreement or the terms of this Order. Further, the provisions of this Order and any actions taken pursuant hereto shall survive the entry of an order which may be entered confirming any plan of reorganization or liquidation for the Debtors or the conversion of the Debtors' cases from chapter 11 to cases under chapter 7 of the Bankruptcy Code.

R. This Court retains jurisdiction, even after the closing or conversion of the Chapter 11 cases, to: (1) interpret, implement and enforce the terms and provisions of this Order (including the injunctive relief provided in this Order) and the terms of the Amended Purchase Agreement, all amendments thereto and any waivers and consents thereunder and of each of the agreements executed in connection therewith; (2) protect the Buyer, or any of the Acquired Assets and the Assumed Executory Contracts, from and against any of the Liens; (3) compel delivery of all Acquired Assets and the Assumed Executory Contracts to the Buyer; (4) resolve any disputes arising under or related to the Amended Purchase Agreement, the Sale or the Transactions, the Buyer's peaceful use and enjoyment of the Acquired Assets and the Assumed Executory Contracts; (5) adjudicate all issues concerning (alleged) pre-Closing Liens and any other (alleged) interest(s) in and to the Acquired Assets and the Assumed Executory Contracts, including the extent, validity, enforceability, priority and nature of all such (alleged) Liens and any other (alleged) interest(s); (6) adjudicate any and all issues and/or disputes relating to the Debtors' right, title or interest in the Acquired Assets and the Assumed Executory Contracts and the proceeds thereof, the Motion and/or the Amended Purchase Agreement; and, (7) adjudicate any and all remaining issues concerning the Debtors' right and authority to assume and assign the Assumed Executory Contracts and the Buyer's rights and obligations with respect to such assignment and the existence of any default under any Assumed Executory Contract.

S. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Transactions.

T. The Transaction, the Sale and the Assumption are in contemplation of a plan and, accordingly, the transfer of the Acquired Assets, the Assumed Executory Contracts to the Buyer

Adequate Protection (the "Cash Collateral Order"), including the fifty thousand dollars (\$50,000) specifically dedicated for the professional fees and disbursements of the Committees Subject to the terms of Paragraph 18 of the Cash Collateral Order, the terms of which shall apply to the Claims Administration Escrow, the Claims Administration Escrow may be used by the Committees at their discretion to investigate and prosecute causes of action pursuant to Chapter 5 of the Bankruptcy Code and other causes of action arising under applicable nonbankruptcy law, including but not limited to causes of action against officers and directors and actions against insurance maintained on behalf of current and former directors and officers of the Debtors (the "Claims"). Any unused portion of the Claims Administration Escrow and any proceeds of the Claims shall be distributed to the general unsecured creditors on a pro rata basis upon the final resolution of the Claims or upon order of this Court or as this Court may otherwise direct.

AA. The Debtors represent that they will not move to convert the Cases to Chapter 7 or to dismiss the Cases within sixty (60) days after the Closing.

Dated: July 10, 2003


United States Bankruptcy Judge

*incorporate herein
is the
attached
insert A*