

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shelby Williams Industries, Inc.		05/02/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Manna Marketing and Development, Inc.		
Street Address:	9140 Premier Row Road		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75247		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74235829	PHILL O CRAFT	
CORRESPONDENCE DATA			
Fax Number:	(214)521-9033		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2149871745		
Email:	dmh@sn-legal.com		
Correspondent Name:	Dennis M. Holmgren		
Address Line 1:	1755 Wittington Place, Suite 200		
Address Line 4:	Dallas, TEXAS 75234		
ATTORNEY DOCKET NUMBER:		FEIN ASSIGNMENT 2	
NAME OF SUBMITTER:		Dennis M. Holmgren	
Signature:		/Dennis M. Holmgren/	
Date:		10/15/2008	

OP \$40.00 74235829

Total Attachments: 33

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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

In re:) Case No. 05-41108-399
)
FALCON PRODUCTS, INC., a) JOINTLY ADMINISTERED UNDER
Delaware corporation, et al.,) CHAPTER 11
)
Debtors.) Response Due: At or before hearing
) Hearing Date: April 20, 2005
) Hearing Time: 9:00 a.m.
) Location: Thomas F. Eagleton
) U.S. Courthouse
) 111 South Tenth Street,
) Fifth Floor North
) St. Louis, MO 63102
)
) **MOTION FOR ORDER AUTHORIZING**
) **ASSUMPTION OF CONTRACT WITH**
) **LEWIS R. FEINBERG PURSUANT TO 11**
) **U.S.C. § 365(a)**
)

Falcon Products, Inc. ("Falcon"), Epic Furniture Group, Inc. ("Epic"),¹ The Falcon Companies International, Inc., Falcon Holdings, Inc., Howe Furniture Corporation ("Howe"), Johnson Industries, Inc., Madison Furniture Industries, Inc., Sellers & Josephson, Inc. ("S&J"), and Shelby Williams Industries, Inc. ("Shelby Williams"), debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), hereby move this Court (the "Motion") for entry of an order (the "Order"), pursuant to section 365(a) of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code") authorizing the Debtors to assume the purchase agreement and bill of sale (collectively referred to herein as the "Contract") entered into between Falcon and Lewis R. Feinberg ("Feinberg").

¹ With the exception of Epic, all of the Debtors are wholly owned and are direct or indirect subsidiaries of Falcon. Falcon owns 80% of Epic, and the remaining 20% interest is owned by three individuals who also comprise Epic's management team.

This Motion is based on the points and authorities below, the evidence contained in the "Affidavit Of Neal Restivo In Support of Motion For Order Authorizing Assumption Of Contract With Lewis R. Feinberg Pursuant To 11 U.S.C. § 365(a)" (the "Restivo Affidavit") filed concurrently herewith, the record in these cases, and the arguments, evidence and representations that may be presented at or prior to the hearing on this Motion.

GENERAL BACKGROUND

A. The Chapter 11 Filings.

1. On January 31, 2005 (the "Petition Date"), the Debtors filed voluntary petitions in this Court for reorganization relief under chapter 11 of the Bankruptcy Code. No trustee has been appointed in these cases. The Debtors are continuing to manage and operate their respective businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

2. The Court entered an order authorizing the joint administration of the Debtors' cases for procedural purposes only.

3. An Official Committee of Unsecured Creditors ("Committee") was appointed on February 11, 2005.

4. This Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

B. Background and Current Business Operations of the Debtors.

5. Collectively, the Debtors are engaged in the design, manufacture, and marketing of an extensive line of furniture for the food service, contract office, hospitality, healthcare and education markets. Falcon is comprised of the nine domestic debtor corporations, plus five active foreign corporations in China, Hong Kong, Mexico, the Czech Republic, and Denmark at which the Debtors manufacture furniture and furniture parts.² All of the foreign

² The Debtors also have four inactive subsidiary corporations in Mexico, England, and the U.S. Virgin Islands.

corporations are wholly-owned by Falcon, except for Falcon Mimon a/s Czech Republic, of which Falcon owns 87.4%. These foreign subsidiaries manufacture furniture for their local customers, and also export unassembled furniture to the Debtors' factories located in the United States.

6. The Debtors manufacture most of their products to customer order from basic raw goods. The Debtors market their product to a wide variety of customers, including wholesale distributors, buying groups, architecture and design firms, office furniture dealers and end-users through their sales employees and agents. The Debtors' customers include, among others, major hotel chains, restaurants and restaurant chains, hospitals, governmental agencies, and schools and universities throughout the world.

7. The Debtors employ approximately 1,640 people who are mainly located in Missouri, Tennessee, California, New Jersey, and Florida at their headquarters, sales offices, showrooms and factories. In addition, the Debtors utilize over thirty (30) independent sales representative agencies throughout the country to sell their product. Approximately 465 employees are union members covered by a collective bargaining agreement between the Debtors and the United Food and Commercial Workers International Union.

FACTS RELEVANT TO THIS MOTION

8. Phillocraft is a product line relating to the manufacture of stations, industrial tabling, and chairs, which was owned by Falcon prior to January 21, 2005.

9. Falcon decided to sell Phillocraft because sales of Phillocraft had been declining for several years to the point at which Phillocraft was no longer profitable for Falcon. Accordingly, Falcon approached a number of parties about the potential sale of Phillocraft and assets associated therewith. Falcon ultimately entered into negotiations with two parties, one of whom was Feinberg.

10. On January 21, 2005, Falcon and Feinberg entered into an agreement (the "Purchase Agreement"), negotiated at arm's length, whereby Feinberg agreed to pay Falcon \$150,000 in consideration for the Phillocraft product line and certain assets associated therewith,

including equipment (the "Equipment"), patents and trademarks (the "Intellectual Property"), and customer lists and other business records (the "Business Records"). Falcon believed at such time, and continues to believe, that \$150,000 is a fair market price for the assets sold under the Contract. A copy of the Purchase Agreement and related Bill of Sale is attached to the Restivo Affidavit as Exhibit "A."

11. As of the Petition Date, the Contract was partially consummated by both parties. Falcon delivered to Feinberg the Equipment set forth in the Contract, but had not provided the Intellectual Property or the Business Records set forth in the Contract. On the other hand, Feinberg had paid to Falcon only \$50,000 of the \$150,000 owed under the Contract.

12. Accordingly, in order for the terms of the Contract to be fully performed, Falcon must provide to Feinberg the Intellectual Property and Business Records set forth in the Contract, and Feinberg must pay \$100,000 to Falcon.

13. Under the Post-Petition Credit Agreement entered into on February 4, 2005 between the Debtors and the Debtor In Possession Financing Lenders (the "Lenders"), the Lenders consented to the sale of the Phillocraft product line and the assets associated therewith as set forth in the Contract. (Post-Petition Credit Agreement, § 9.09(f)).

14. In connection with an unrelated transaction between the parties, Falcon contends that Feinberg owes Falcon \$17,714.69. Feinberg has agreed to pay Falcon this amount upon receipt of the customer lists that Falcon has agreed to Feinberg provide under the Contract.

RELIEF REQUESTED

15. By this Motion, the Debtors seek an order authorizing the assumption of the Contract pursuant to 11 U.S.C. 365(a). As part of the Motion, the Debtors seek an order providing that the Feinberg must pay \$100,000 to Falcon and that Falcon must deliver to Feinberg all Intellectual Property and Business Records set forth in the Contract that have not yet been provided to Feinberg. Additionally, the Debtors request that the order provide that Feinberg must pay \$17,714.69 to Falcon upon Feinberg's receipt of the customer lists set forth in the Contract.

ARGUMENT

A. The Assumption Of The Contract Will Benefit The Bankruptcy Estates And Is A Sound Exercise Of The Debtors' Business Judgment.

16. Under Bankruptcy Code section 365(a), a debtor generally "may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). Though not expressly stated in section 365(a), it is well settled that a court should authorize the assumption of an executory contract when there is a "sound business purpose" that justifies the requested action. See, e.g., Crystalin, L.L.C. v. Selma Props. (In re Crystalin, L.L.C.), 293 B.R. 455, 463-464 (B.A.P. 8th Cir. 2003); Nostas Assocs. v. Costich (In re Klein Sleep Prods.), 78 F.3d 18, 25 (2d Cir. 1996). In essence, this test amounts to a "business judgment test." In re Sharon Steel Corp., 872 F.2d 36, 40 (3rd Cir. 1989); Richmond Leasing Co. v. Capitol Bank, N.A., 762 F.2d 1303 (5th Cir. 1985); Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.), 242 B.R. 147 (D. Del. 1999).

17. "Where the trustee's request is not manifestly unreasonable or made in bad faith, the court should normally grant approval as long as [the proposed action] appears to enhance [the] debtor's estate." In re Crystalin, L.L.C., 293 B.R. 455, 464 (emphasis and alterations in original) (quoting Four B. Corp. v. Food Barn Stores (In re Food Barn Stores), 107 F.3d 558, 562 n.16 (8th Cir. 1997)). "If the initial test is met, the bankruptcy court should not interfere with the trustee or debtor-in-possession's business judgment except upon a finding of bad faith or gross abuse of their business discretion." In re Crystalin, L.L.C., 293 B.R. at 464 (quotation marks omitted). The Eight Circuit is thus similar to other jurisdictions in finding that a debtor satisfies the "business judgment" test when it decides, in good faith, that the assumption may benefit the estates. See, e.g., In re FCX, Inc., 60 B.R. 405, 411 (E.D.N.C. 1986); In re Chipwich, Inc., 54 B.R. 427, 430-31 (Bankr. S.D.N.Y. 1985); Commercial Fin. Ltd. v. Hawaii Dimensions, Inc. (In re Hawaii Dimensions, Inc.), 47 B.R. 425, 427 (D. Haw. 1985).

Bankruptcy courts generally approve a debtor's decision on assumption absent a showing of bad

faith, abuse of discretion, or a clear demonstration that the assumption will not benefit the estate or creditors. In re Prime Motors Inns, 124 B.R. 378, 381-82 (Bankr. S.D. Fla. 1991); FCX, 60 B.R. at 411; Chipwich, 54 B.R. at 430-31.

18. The Debtors' decision to assume the Contract is made in good faith, will benefit the estates and is amply supported by sound business reasons.

19. The Debtors believe that the terms of the Contract are reasonable and that consummating the Contract will benefit the Debtors' estates. Though Falcon has only received one third of the agreed purchase price from Feinberg, Falcon has already provided Feinberg with the Equipment and tangible goods associated with the Phillocraft product line and its associated Intellectual Property. Severed from these tangible assets, the intangible property such as the Intellectual Property and Business Records that Falcon has not yet provided to Feinberg are of diminished value to Falcon. In assuming the Contract and delivering the outstanding assets to Feinberg in exchange for \$100,000, Falcon will not only be achieving the benefit of its initial bargain (which was negotiated at arm's length for what Falcon believes is market price), but will be obtaining a cash sum the amount of which exceeds value to Falcon or any other potential purchaser of the Phillocraft Intellectual Property and Business Records.

20. Additionally, once Feinberg receives the customer lists set forth in the Contract, Feinberg will pay the Debtors the \$17,714.69 due to Falcon from Feinberg. As such, in assuming and then consummating the Contract, Falcon will receive a total of \$117,714.69.

21. The terms of the Contract are fair and reasonable. As discussed above, the Contract was negotiated at arm's length for what Falcon believes is a fair market price. Moreover, consummation of the Contract will provide immediate infusion of cash in return for the disposition of assets that are of lesser value to Falcon. Thus, the Court should authorize the assumption of the Contract because doing so will provide a clear benefit to the Debtors' estates.

22. WHEREFORE, the Debtors respectfully request that the Court enter an order: (i) authorizing the Debtors to assume the Contract; (ii) requiring Feinberg to pay an

additional \$17,714.69 to Falcon upon receipt of the customer lists set forth in the Contract; and (iii) granting such other and further relief as is just and proper.

DATED: April, 8 2005

Respectfully submitted,

/s/ Andrew M. Parlen

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Fax (310) 228-5788

Reorganization Counsel for Debtors and Debtors in
Possession

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Motion and Affidavit, was sent via U.S. mail, postage prepaid to the parties on the Master Notice List No. 2 dated March 15, 2005 (unless sent electronically, via ECF or email service to those parties on the Email Service List), and to the parties listed below, on this the 8th day of April, 2005.

/s/ Andrew M. Parlen

Andrew M. Parlen

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Shamoun & Klatsky
Suite 1210 at Regency Plaza
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Karen L. Gilman
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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

In re:	)	Case No. 05-41108-399
)	
FALCON PRODUCTS, INC., a Delaware corporation, et al.,	)	JOINTLY ADMINISTERED UNDER
	)	CHAPTER 11
)	
Debtors.	)	AFFIDAVIT OF NEAL R. RESTIVO IN
	)	SUPPORT OF MOTION FOR ORDER
	)	AUTHORIZING ASSUMPTION OF
	)	CONTRACT WITH LEWIS R. FEINBERG
	)	PURSUANT TO 11 U.S.C. § 365(a)
)	

STATE OF MISSOURI)	
	)	ss:
CITY OF SAINT LOUIS)	

1. I am over 18 years of age, and I have personal knowledge of each of the facts stated in this Affidavit, except for those facts stated on information and belief and, as to those facts, I am informed and believe them to be true. Some of the information presented below is based upon my review of data regularly compiled by the Debtors in the ordinary course of business. If called as a witness, I could and would testify as to the matters set forth below based upon my personal knowledge, except where otherwise indicated below.

2. I submit this Affidavit in support of the "Motion For Order Authorizing Assumption Of Contract With Lewis R. Feinberg Pursuant To 11 U.S.C. § 365(a)" (the "Motion"),¹ filed by Falcon Products, Inc. ("Falcon"), Epic Furniture Group, Inc., The Falcon Companies International, Inc., Falcon Holdings, Inc., Howe Furniture Corporation, Johnson Industries, Inc., Madison Furniture Industries, Inc., Sellers & Josephson, Inc., and Shelby Williams Industries, Inc., debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors").

¹ All capitalized terms not defined herein shall have the same meaning as is set forth in the Motion.

3. I am the Corporate Vice President and Chief Financial Officer of Falcon Products, Inc. and have served in this capacity since October 28, 2004. I am affiliated with Tatum Partners, a nationwide partnership that provides financial and information technology leadership where I am a partner. In my capacity as Corporate Vice President and Chief Financial Officer of Falcon, I am responsible for finance, accounting, information systems, legal, risk and insurance, and capitalization-related activities.

4. For the reasons set forth herein, it is my opinion that the Debtors should be allowed to assume the purchase agreement and related bill of sale (collectively referred to herein as the "Contract") entered into between Falcon and Lewis R. Feinberg ("Feinberg"). A copy of the Contract is attached hereto as Exhibit "A."

A. Background and Current Business Operations of the Debtors.

5. Collectively, the Debtors are engaged in the design, manufacture, and marketing of an extensive line of furniture for the food service, contract office, hospitality, healthcare and education markets. Falcon is comprised of the nine domestic debtor corporations, plus five active foreign corporations in China, Hong Kong, Mexico, the Czech Republic, and Denmark at which the Debtors manufacture furniture and furniture parts.² All of the foreign corporations are wholly-owned by Falcon, except for Falcon Mimon a/s Czech Republic, of which Falcon owns 87.4%. These foreign subsidiaries manufacture furniture for their local customers, and also export unassembled furniture to the Debtors' factories located in the United States.

6. The Debtors manufacture most of their products to customer order from basic raw goods. The Debtors market their product to a wide variety of customers, including wholesale distributors, buying groups, architecture and design firms, office furniture dealers and end-users through their sales employees and agents. The Debtors' customers include, among

² The Debtors also have four inactive subsidiary corporations in Mexico, England, and the U.S. Virgin Islands.

others, major hotel chains, restaurants and restaurant chains, hospitals, governmental agencies, and schools and universities throughout the world.

7. The Debtors employ approximately 1,640 people who are mainly located in Missouri, Tennessee, California, New Jersey, and Florida at their headquarters, sales offices, showrooms and factories. In addition, the Debtors utilize over thirty (30) independent sales representative agencies throughout the country to sell their product. Approximately 465 employees are union members covered by a collective bargaining agreement between the Debtors and the United Food and Commercial Workers International Union.

B. Facts Relevant To The Motion

8. Phillocraft is a product line relating to the manufacture of stations, industrial tabling, and chairs, which was owned by Falcon prior to January 21, 2005.

9. Falcon decided to sell Phillocraft because sales of Phillocraft had been declining for several years to the point at which Phillocraft was no longer profitable for Falcon. Accordingly, Falcon approached a number of parties about the potential sale of Phillocraft and assets associated therewith. Falcon ultimately entered into negotiations with two parties, one of whom was Feinberg.

10. On January 21, 2005, Falcon and Feinberg entered into an agreement (the "Purchase Agreement"), negotiated at arm's length, whereby Feinberg agreed to pay Falcon \$150,000 in consideration for the Phillocraft product line and certain assets associated therewith, including equipment (the "Equipment"), patents and trademarks (the "Intellectual Property"), and customer lists and other business records (the "Business Records"). Falcon believed at such time, and continues to believe, that \$150,000 is a fair market price for the assets sold under the Contract.

11. As of the Petition Date, the Contract was partially consummated by both parties. Falcon delivered to Feinberg the Equipment set forth in the Contract, but had not provided the Intellectual Property or the Business Records set forth in the Contract. On the other hand, Feinberg had paid to Falcon only \$50,000 of the \$150,000 owed under the Contract.

12. Accordingly, in order for the terms of the Contract to be fully performed, Falcon must provide to Feinberg the Intellectual Property and Business Records set forth in the Contract, and Feinberg must pay \$100,000 to Falcon.

13. Under the Post-Petition Credit Agreement entered into on February 4, 2005 between the Debtors and the Debtor In Possession Financing Lenders (the "Lenders"), the Lenders consented to the sale of the Phillocraft product line and the assets associated therewith as set forth in the Contract. (Post-Petition Credit Agreement, § 9.09(f)).

14. In connection with an unrelated transaction between the parties, Feinberg owes Falcon \$17,714.69. Feinberg has agreed to pay Falcon this amount upon receipt of the customer lists that Falcon has agreed to Feinberg provide under the Contract.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

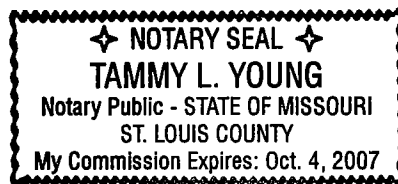
Executed this 8th day of April, 2005 at St. Louis, Missouri.



NEAL R. RESTIVO

Subscribed and sworn to (or affirmed) before me on this 8th day of April, 2005, by Neal Restivo, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(seal)



Signature

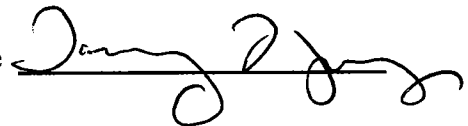


EXHIBIT "A"

PURCHASE AGREEMENT

among

LEWIS R. FEINBERG
("Purchaser")

and

FALCON PRODUCTS, INC.
("Seller")

DATED January 21, 2005 .

TRADEMARK

REEL: 003871 FRAME: 0395

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement"), entered into this 21st day of January, 2005 by, and between LEWIS R. FEINBERG, 9140 Premier Row, Dallas, Texas 75247 ("Purchaser"), and FALCON PRODUCTS, INC., a Delaware corporation with principal office at 9387 Dielman Industrial Drive, St. Louis, Missouri 63132 ("Seller");

W I T N E S S E T H A T:

WHEREAS, Purchaser desires to purchase and Seller desires to sell and convey to Purchaser substantially all of the assets of Seller relating to its business involving the manufacture of stations, industrial tabling, chairs and work, under the trade name of PHILLOCRAFT upon the terms and subject to the conditions set forth herein; and

WHEREAS, Purchaser is NOT willing to NOR WILL HE assume any liabilities of Seller;

NOW, THEREFORE, in consideration of the agreements of the parties hereto, and intending to be legally bound hereby, the parties hereto agree as follows:

1. PURCHASE AND SALE OF ASSETS.

1.1 Purchase and Sale of Assets. At the Closing, Seller agrees to sell, convey, transfer, assign, and deliver to Purchaser, and Purchaser agrees to purchase from Seller, for the purchase price of \$150,000 payable at Closing, all of Seller's assets, properties, and business of every kind and description and wherever situated (the "Assets"), excepting only those assets listed on Exhibit 1 attached hereto, which excluded assets are not to be acquired by the Purchaser as and to the extent specifically stated in such Schedule. Without limiting the generality of the foregoing, the Assets to be acquired by Purchaser hereunder shall include:

(a) All of Seller's goodwill and business as a going concern, including the name "PHILLOCRAFT" or any variation thereof.

(b) All of Seller's inventories of finished goods, work-in-process, raw materials, and other miscellaneous

supplies and materials (a recent listing of which is attached hereto).

(c) All machinery, equipment, tools, molds, conveyors, packing and delivery equipment and supplies, furniture and fixtures of every kind and description owned by Seller or ordered by it (a recent listing of which is attached hereto) on or before the Closing Date as more fully described in Exhibit 1.

(d) All of Seller's right, title, and interest of every kind and description in and to the following assets:

(i) All of Seller's rights and privileges under "Sales Contracts" and unfilled sales orders.

(ii) All of Seller's rights to or under all trademarks, service marks, certification marks, United States and foreign trademark registrations and applications, trade names, copyrights, United States and foreign patents and patent applications, if any, including international priority rights associated therewith, and all patent and other license, trade secrets, inventions, and royalties and rights to sue for past infringements, including, without limitation, those items listed or otherwise described on the Schedules hereto.

(iii) All of Seller's customer lists, credit files, payroll records, schedules of fixed assets, books of account, contracts, sales representation agreements, and sales agency agreements (if any), files, papers, books, records, designs, drawings, specifications and engineering data, and all other public or confidential business records, all to the extent reasonably required for the orderly continuation of the business operations of Seller (excluding minute books and stock books of Seller (collectively, the "Business Records").

(e) All of Seller's rights under employment contracts, restrictive covenants, nondisclosure agreements, and similar obligations of present and former officers and employees of Seller.

1.2 Assumption of Certain Liabilities. Purchaser shall NOT

assume liabilities of Seller.

1.3 Instruments of Conveyance, Assumption, or Assignment. The sale, conveyance, transfer, assignment, and delivery of the Assets, the Assigned Contracts and the assumption of the Assumed Liabilities, as herein provided, shall be effected by bills of sale, endorsements, assignments, deeds, drafts, checks, stock powers, or other instruments in such reasonable and customary form as shall be requested by Purchaser, and Seller shall at any time and from time-to-time after the Closing, upon reasonable request, execute, acknowledge, and deliver such additional bills of sale, endorsements, assignments, deeds, drafts, checks, stock powers, or other instruments and take such other actions as may be reasonably required to effectuate the transactions contemplated by this Agreement.

2. PURCHASE PRICE.

2.1 Purchase Price. In consideration for the sale, conveyance, transfer, and delivery of the Assets and the Assigned Contracts and upon the terms and subject to the conditions set forth in this Agreement, Purchaser shall pay to Seller the "Purchase Price", which shall be:

(a) A cash payment of \$150,000.00 in the form of certified check or wire transfer. Seller acknowledges that it has received \$ 50,000.00 to be applied against the purchase price.

3. CLOSING.

3.1 Closing. The closing of the sale and purchase (the "Closing") shall take place at: 9387 Dielman Industrial Drive, St. Louis, Missouri 63120, at approximately 12 noon or such time as the parties shall mutually agree to on or before January 31, 2005, or at such other time and place as may be mutually agreed upon (the "Closing Date"). At the Closing, Seller shall deliver to Purchaser such bills of sale, endorsements, assignments, deeds, drafts, checks, stock powers, or other instruments as shall be effective to vest in Purchaser good and marketable title to the Assets subject to no liens, encumbrances, or rights in any other party whatsoever. At closing Purchaser shall deliver the balance of the purchase price. (\$150,000.00)

4. TAXES AND PREPAID ITEMS.

Except as otherwise provided herein, seller will pay all sales, use, franchise, and other taxes and charges, including, without limitation, which may become payable in connection with the sale of the Assets pursuant to the terms of this Agreement, and any and all other taxes and charges accruing out of the operation of Seller's businesses prior to the Closing Date.

5. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents warrants, covenants and agrees that:

5.1 Organization and Corporate Power. Seller is a corporation duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation, with full power and authority (corporate and other) to carry on the business in which it is engaged and to execute and deliver and carry out the transactions contemplated by this Agreement.

5.2 Due Authorization; Effect of Transaction. No provisions of the Certificate of Incorporation or By-Laws of Seller, or of any agreement, instrument, or understanding, or any judgment, decree, rule, or regulation, to which Seller is a party or by which Seller is bound, has been or will be violated by the execution and delivery by Seller of this Agreement or the performance or satisfaction of any agreement or condition herein contained upon its part to be performed or satisfied, and all requisite corporate and other authorizations for such execution, delivery, performance, and satisfaction have been duly obtained. Upon execution and delivery, this Agreement will be a legal, valid, and binding obligation of Seller enforceable in accordance with its terms. Seller is not in default in the performance, observance, or fulfillment of any of the terms or conditions of its Articles of Incorporation or By-Laws.

5.3 Litigation and Compliance with Laws. Seller is not involved in litigation or legal or other actions, suits, proceedings, or investigations, at law or in equity or admiralty, or before any federal, state, municipal, or other governmental department which would effect the sale to be consummated hereby.

5.4 Environmental Matters. Seller is in compliance in all material respects with all applicable Environmental Laws as same apply to the sale of assets to be consummated hereby.

5.5 Trademarks, Licenses, Etc. Seller shall deliver at closing all of the trademarks, trade names, service marks, patents, copyrights, registrations, or applications with respect thereto, and licenses or rights under them owned, used, or intended to be acquired or used by Seller, in connection with the assets to be transferred to Buyer.

5.6 Products in Warranty: Seller agrees to pay Buyer the actual sums expended by the Buyer for servicing outstanding products under warranty in an amount not to exceed \$10,000.00 and which shall occur within one year from date of closing.

5.7 Continuing Representations. The representations and warranties of Seller herein contained shall survive the Closing for a period of one year or the applicable period of the statute of limitations, whichever is greater.

6. INDEMNIFICATION BY SELLER

6.1. Indemnification.

(a) Seller shall indemnify, defend, and hold Purchaser harmless from and against the amount of any actual (or potential in the case of any litigation or claims by any person not a party to this Agreement) damage, loss, cost, or expense (including reasonable attorneys' fees and settlement costs to Purchaser ("loss") occasioned or caused by, resulting from, or arising out of:

(i) Any failure by a Selling Party to perform, abide by, or fulfill any of the agreements, covenants, or obligations set forth in or entered into, in connection with this Agreement to be so performed or fulfilled by such Selling Party.

(ii) Any material inaccuracy in or breach of any of the representations or warranties set forth in this Agreement, or any certificate or Schedule or other writing furnished pursuant hereto.

(iii) Any failure on the part of Purchaser to withhold from the Purchase Price any amount due by Seller to any governmental authority or other person that results in a loss to Purchaser.

(iv) Any claim, known or unknown, arising out of or by virtue of or based upon any liability or obligation of Seller that is not an Assumed Liability.

(v) Any claim, known or unknown, arising out of or by virtue of or based upon any contract or agreement of Seller that (i) is not an Assigned Contract, or (ii) is connected with any breach by Seller of an Assigned Contract or any failure by Seller to have performed any obligation or satisfied any liability thereunder to the extent required to be performed or satisfied at or prior to the Closing, or (iii) is not set forth (or described) in writing and furnished or made available to Purchasing Parties pursuant hereto.

(vi) Any liability or obligation for any tort or any breach or violation of any contractual, quasi-contractual, legal, fiduciary, or equitable duty by any Selling Party, whether before, at, or after the Closing.

The amount of any Loss shall be the amount of cash reimbursement or set-off that, when received by the Purchasing Party or Purchasing Parties incurring such loss, shall place such Purchasing Party or Purchasing Parties in the same financial position it or they would have been in if such Loss has not occurred.

Notwithstanding anything herein to the contrary Sellers liability shall be limited to \$ 150,000.

6.2 Notice of Claim. Within one year from date hereof or the expiration of the Statute of Limitations whichever is greater, Purchaser shall give prompt written notice to Seller of any claim (actual or threatened) or other event that in the judgment of either Purchasing Party might result or has resulted in a Loss by a Purchasing Party hereunder, and Seller shall have the right to assume the defense of such claim or any litigation resulting therefrom; provided that counsel for the Seller, who shall conduct the defense of such claim (actual, threatened, or asserted) or litigation, and Purchasing Parties may participate in such defense at their expense, and provided, further, that the omission by Purchasing Parties to give notice as provided herein shall not relieve Seller of their obligations hereunder except to the extent that the omission results in a failure of

TRADEMARK

REEL: 003871 FRAME: 0401

actual notice to the Seller and Seller are damaged solely as a result of the failure to give notice. No Selling Party, in the defense of any such claim or litigation, shall, except with the consent of each Purchasing Party, consent to the entry of any judgment or decree or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to Purchasing Parties of a release from all liability in respect to such claim or litigation, and no Selling Party shall have liability with respect to any payment made by a Purchasing Party in connection with the settlement, satisfaction, or compromise of any claim unless the Seller shall have approved thereof in advance in writing, which approval shall not unreasonably be withheld or delayed. If the Purchasing Parties shall not have received notice that the Seller shall assume the defense of such claim within twenty (20) days after the notice is sent to the Seller of the existence of such claim, the Purchasing Parties shall be free to proceed with the defense of such claim. Each such notice shall be accompanied (or followed as promptly as is reasonably practicable after the amount of such Loss becomes determinable) by a certificate signed by the President of Purchaser or their legal representative, as the case may be, and setting forth in reasonable detail the calculation of the amount of such Loss in accordance with the provisions hereof, and accompanied by copies of all relevant documents and records. The omission to give such notice or provide such certificate by Purchasing Parties shall not relieve Seller of their obligation under this Section 6.2 except to the extent such omission results in a failure of actual notice to the Seller and Seller are damaged solely by such failure to give notice. No Loss shall be considered to have occurred with respect to any payment made by any Purchasing Parties in settlement, satisfaction, or compromise of any claim unless the Seller shall have approved thereof in advance and in writing.

7. BULK SALES ACT.

The Purchaser and the Seller both acknowledge that, in effecting the transactions contemplated hereby, neither the Purchaser nor the Seller has taken any steps to comply with the applicable State Bulk Sales Law. Notwithstanding the foregoing, the Seller covenants and agrees to pay and discharge promptly and when due, and in all respects to defend the Purchaser against all claims of creditors that are asserted against the Purchaser by reason of noncompliance with this Bulk Sales Law. The Seller hereby agrees to defend and to indemnify and hold the

Purchaser harmless from, against, and in respect of (and shall on receipt of evidence of loss, liability, or damage reimburse the Purchaser for) any loss, liability, damage, cost, or expense, including, without limitation, reasonable attorneys' fees, suffered or incurred by the Purchaser by reason of any failure of the Seller to pay or discharge any such claim promptly and when due or the failure of the parties to comply with the Bulk Sales Law.

8. BROKERAGE FEE.

Seller, and Purchaser each represent that no broker has been involved in this transaction and each party agrees to indemnify and hold the others harmless from payment of any brokerage fee, finder's fee, or commission claimed by any party who claims to have been involved because of association with such party.

9. ASSIGNMENT; SUCCESSORS AND ASSIGNS.

This Agreement may be assigned by Buyer. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement it shall not be necessary to produce more than one such counterpart.

11. NOTICES.

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, postage prepaid, certified mail, return receipt requested:

(a) TO SELLER: If to Seller:
9387 Dielman Industrial Drive
Saint Louis, Missouri 63132
Attention Mr. Neal R. Restivo

with a copy to:

(b) TO PURCHASER: If to Purchaser, to:
Lewis R. Feinberg
9140 Premier Row
Dallas, Texas 75247

with a copy to:
Carl A. Skibell, Esq.
16812 Dallas Parkway
Dallas, Texas 75248

and/or to such other person(s) and address(es) as either party shall have specified in writing to the other.

12. LAW TO GOVERN.

This Agreement shall be governed by and construed and enforced in accordance with the law (other than the law governing conflict of law questions) of Texas.

13. COURTS.

Any action to enforce, arising out of, or relating in any way to, any of the provisions of this Agreement may be brought and prosecuted in such court or courts located in Dallas, Texas; and the parties consent to the jurisdiction of the court or courts located in Dallas, Texas and to service of process by registered mail, return receipt requested, or in any other manner provided by law.

IN WITNESS WHEREOF, Seller, and Purchaser have caused this Agreement to be executed as of the date first above written.

PURCHASER

Lewis R. Feinberg
LEWIS R. FEINBERG

SELLER

FALCON PRODUCTS, INC.

By: Franklin A. Jacobs
Name: Franklin A. Jacobs
Title: Chairman of the Board
Falcon Products Inc.

EXHIBIT I

PRODUCTION EQUIPMENT

<u>Quantity</u>	<u>Description</u>
1	Biesse Model # Rover 346 Point-to-Point Machine Series #94/0062
1	Brack Brothers 74" Glue Press Model 22-D #875 Serial #164362-74 with Auto Feeder
1	Ital Press 3-Stage Glue Press Serial #30434
3	Vacuum Material Handling Units Associated with Glue Machine, 3-Stage Press and Biesse Machine
21	Sections Track Floor Mounted Roller Conveyers
1	Tannewitz Table Saw Serial #12310
1	Enco Drill Press Model 126-2225, Serial #03369
1	Shop Made Vacuum Hold Down Work Station
2	Assembly Work Tables
TBD	Assorted Hand Drills, Hand Routers, Nail Guns, Belt Sanders and Air Hammers

SHIPPING ITEMS

<u>Quantity</u>	<u>Description</u>
2	Pallet Jacks
1	Strapping Holder with Strapping Tools
3	Sections Roller Conveyer

RAW MATERIALS INVENTORY

As of 10/28/04 Production Floor	=	\$ 94,892.69
As of 10/26/04 Storage Warehouse	=	\$210,204.14
* TOTAL		\$305,096.83

*Subject to change by closing date

EXHIBIT I

TRADEMARKS

1. AIR-PAX KIT
2. AIR-TEX
3. ALUMITE
4. ATOMICA
5. ATOMITE
6. DUO-MART
7. DYNASTEEL
8. ECONOPAX
9. ENGINEERED TO SERVE YOUR FUTURE
10. GRIP-TEX
11. MAGNASTEEL
12. MAGNATRAX
13. MEGA KIT
14. PHILLOCRAFT
15. POW-R-PAX
16. TRANS-TEX
17. XPANDX
18. XTENDX

PATENTS

1. Grip-Tex Table Patent #4702664
2. Trans-Tex Transfer Table Patent #4747329
3. Air-Tex Table Patent #4702664

REQUIRED DATA

Personnel

1. Copy of all personnel information from hire date to current date on Pamela Holt
2. Copy of all personnel information from hire date to current date on Chisbin Osornio

EXHIBIT I

SALES INFORMATION

1. Complete Sales History for the Past Four (4) Years
2. Complete Current Customer List
3. Complete Customer Credit Information for the Past Three (3) Years
4. Complete Purchase Information by Customer for the Past twelve (12) Months
5. All Sales Catalogs and Brochures

SUPPLIER INFORMATION

1. Complete Current Vendor List
2. All Pricing Information for the Past two (2) Years

PRODUCTION DATA

1. All Computer Programs for Producing Products

MISCELLANEOUS ITEMS

1. Facsimile Number: 704/873-8816
2. Watts Line Number: 800/822-5376
3. Website: www.phillocraft.com
4. E-mail Address: Phillocraft.com
5. Phillocraft Corporation

ITEMS EXCLUDED FROM SALE

1. Greenlee Model #545 Tenon Machine
2. Thermwood Model 053DT CNC Router
3. Automobiles and Trucks
4. Buildings and Real Property

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

In re:	)	Case No. 05-41108-399
)	
FALCON PRODUCTS, INC., a Delaware corporation, et al.,	)	JOINTLY ADMINISTERED UNDER CHAPTER 11
)	
Debtors.	)	ORDER GRANTING MOTION FOR ORDER AUTHORIZING ASSUMPTION OF CONTRACT WITH LEWIS R. FEINBERG PURSUANT TO 11 U.S.C. § 365(a)
)	
	)	Motion No. 467
)	
)	

The Court, having considered the "Motion For Order Authorizing Assumption Of Contract With Lewis R. Feinberg Pursuant To 11 U.S.C. § 365(a)" (the "Motion")¹ filed by the Debtors, the Affidavit of Neal R. Restivo (the "Restivo Affidavit") submitted in support thereof, finds that:

- (i). notice of the Motion was appropriate under the circumstances;
- (ii). no opposition to the Motion was filed; and
- (iii) the assumption of the purchase agreement and related documents

(collectively referred to herein as the "Contract") entered into between Falcon Products, Inc. ("Falcon") and Lewis R. Feinberg ("Feinberg") will benefit the estates and is a sound exercise of the Debtors' business judgment.

IT IS HEREBY ORDERED that:

- 1. The Motion is granted as set forth below and as reflected in the record of the hearing.
- 2. Pursuant to 11 U.S.C. § 365 and Federal Rule of Bankruptcy Procedure 6006, the assumption of the Contract is approved.

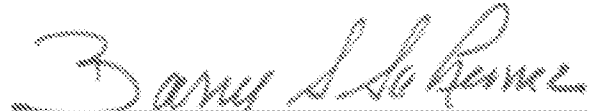
¹ Terms not otherwise defined herein shall have the same meaning ascribed to them in the Application.

3. Specifically, Feinberg must pay \$100,000 to Falcon, and Falcon must deliver to Feinberg all Intellectual Property and Business Records set forth in the Contract that have not yet been provided to Feinberg.

4. Upon Feinberg's receipt of the customer lists set forth in the Contract, Feinberg must pay an additional \$17,714.69 to Falcon.

5. No later than three (3) business days after the date of this order, the Debtors are directed to serve a copy of the order in accordance with the Court's order establishing notice procedures and are directed to file a certificate of service no later than two (2) business days after service.

DATED: April 26, 2005
St. Louis, Missouri


Barry S. Scherrler
United States Bankruptcy Judge

••
Order Prepared By:

MARK V. BOSSI (E.D. Mo. no. 2675)
BRIAN W. HOCKETT (E.D. Mo. no. 498697)
THOMPSON COBURN LLC
One US Bank Plaza
St. Louis, MO 63101
Telephone (314) 552-6000
Fax (314) 552-7000

ROBERT A. GREENFIELD (Cal. state bar no. 39648)
MARINA FINEMAN (Cal. state bar no. 193065)
ANDREW M. PARLEN (Cal. state bar no. 230429), Members of
STUTMAN, TREISTER & GLATT
PROFESSIONAL CORPORATION
1901 Avenue of the Stars, 12th Floor
Los Angeles, CA 90067

ASSIGNMENT

THIS ASSIGNMENT (this "**Agreement**") is effective as of the 26th day of April, 2005 (the "**Effective Date**"), by and among Lewis R. Feinberg, a Texas resident (the "**Assignor**"), and Manna Marketing & Development Group, Inc., a Texas corporation, and/or assigns (the "**Assignee**").

RECITALS:

WHEREAS, Assignor entered into a Purchase Agreement (the "**Purchase Agreement**") with Falcon Products, Inc. dated effective as of January 21, 2005 for the purchase of certain assets including those certain patents (the "**Patents**") and trademarks and the corresponding registrations and/or applications for registration (the "**Trademarks**") as set forth on Exhibit "A" attached hereto, together with the goodwill of the businesses connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks) (the "**Goodwill**"), and any and all further intangible or intellectual property rights conveyed by the Purchase Agreement (collectively, the "**Intellectual Property**");

WHEREAS, prior to the closing of the transactions contemplated under the Purchase Agreement, Falcon Products, Inc. and certain of its subsidiaries (the "**Debtors**") filed for bankruptcy protection in that cause of action styled *In re Falcon Products, Inc. et al.*; Case No. 05-41108-399; in the United States Bankruptcy Court for the Eastern District of Missouri, Eastern Division;

WHEREAS, on or about April 8, 2005, the Debtors moved the Bankruptcy Court to assume the Purchase Agreement, and, on April 26, 2005, the Bankruptcy Court entered an Order granting the Debtors' Motion and allowing the Purchase Agreement to close subject to the payment of certain funds;

WHEREAS, Assignor desires to assign to Assignee its rights under the Purchase Agreement to purchase, receive, and take title to the Intellectual Property, such assignment being subject to the terms and conditions set forth in the Purchase Agreement, and in consideration therefor, Assignee desires to acquire the rights, title and interest in and to the Intellectual Property.

WHEREAS, to the extent that Assignor takes title to the Intellectual Property, Assignor desires to assign its rights, title and interest in and to the Intellectual Property to Assignee, such assignment being subject to the terms and conditions set forth in the Purchase Agreement, and in consideration therefor, Assignee desires to acquire the rights, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true, correct and complete in all respects and are incorporated herein by this reference.

2. Assignment of Right to Receive Intellectual Property. Assignor hereby sells, assigns, transfers and conveys to Assignee, Assignor's rights under the Purchase Agreement to purchase, receive, and take title to the entire right, title interest in and to the Intellectual Property in the United States and all jurisdictions outside the United States, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had the sale, assignment, transfer and conveyance not been made.

3. Assignment of Trademarks. To the extent that Assignor takes any title to the Intellectual Property, Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title interest in and to the Intellectual Property in the United States and all jurisdictions outside the United States, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had the sale, assignment, transfer and conveyance not been made.

4. Authorization by Assignor. Assignor authorizes the Commissioner of Patents and the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit "A" to Assignee as assignee of Assignor's right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

5. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee that (i) Assignor has not previously conveyed or relinquished any of its rights, title, or interest in and to the Intellectual Property or his rights to receive the Intellectual Property under the Purchase Agreement, and (ii) Assignor has the full power and authority to execute this Agreement, without the joinder or consent of any other person or party.

6. Indemnification. Assignee hereby agrees to defend, indemnify, and hold Assignor harmless from and against any and all claims, demands, actions, causes of action, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from any default, act, or omission on the part of Assignee, its representatives, successors, or assigns, related to the Intellectual Property that occur from and after the effective date hereof.

7. Miscellaneous.

(a) **THIS AGREEMENT IS DELIVERED IN AND SHALL IN ALL RESPECTS BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.**

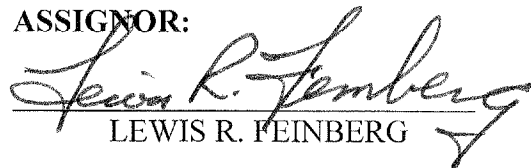
(b) This Agreement shall be binding upon the parties hereto and their successors and assigns and shall inure to the benefit of and be binding on each of the parties' respective heirs and assigns.

(c) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR:


LEWIS R. FEINBERG

ASSIGNEE:

MANNA MARKETING &
DEVELOPMENT GROUP, INC., a Texas
corporation

By 
LEWIS R. FEINBERG
President

EXHIBIT A

TRADEMARKS:

- 1) AIR-PAX KIT
- 2) AIR-TEX
- 3) ALUMITE
- 4) ATOMICA
- 5) ATOMITE
- 6) DUO-MART
- 7) DYNASTEEL
- 8) ECONOPAX
- 9) ENGINEERED TO SERVE YOUR FUTURE
- 10) GRIP-TEX
- 11) MAGNASTEEL
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- 13) MEGA KIT
- 14) PHILLOCRAFT
- 15) POW-R-PAX
- 16) TRANS-TEX
- 17) XPANDX
- 18) XTENDX

PATENTS

- 1) Grip-Tex Table Patent #4702664
- 2) Trans-Tex Transfer Table Patent #4747329
- 3) Air-Tex Table Patent #4702664