TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Bankruptcy Court Order releasing all liens, including security interest recorded at Reel/Frame 3035/0552

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Catterton Partners V, L.P.		12/03/2008	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Mother's Cake & Cookie Co.
Street Address:	67 West Michigan Avenue, Suite 200
City:	Battle Creek
State/Country:	MICHIGAN
Postal Code:	49017
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	0252933	OLD MISSION
Registration Number:	0793026	GAUCHOS
Registration Number:	0847422	THE COOKIES IN THE PASSIONATE PURPLE PACKAGE
Registration Number:	0862100	MOTHER'S
Registration Number:	0982380	FUDGE 'N CHIPS
Registration Number:	1088261	FLAKY FLIX
Registration Number:	1173483	CLASSIC
Registration Number:	1121117	BAKERY WAGON
Registration Number:	1581783	DINOSAUR GRRRAHAMS
Registration Number:	1718443	CIRCUS ANIMAL
Registration Number:	1726011	BAKERY WAGON
Registration Number:	1727924	ENGLISH TEA
Registration Number:	1840735	SINCE 1914

CH $690.00 0252933

Registration Number:	2223302	COOKIE PARADE
Registration Number:	2187918	TAFFY
Registration Number:	2195959	CHOCOLATE CHIP ANGEL
Registration Number:	2187919	COCADAS
Registration Number:	2187920	CHOCOLATE CHIP PARADE
Registration Number:	2235416	ANIMAL PARADE
Registration Number:	2601388	THE ORIGINAL CIRCUS ANIMALS
Registration Number:	2601389	CIRCUS ANIMALS
Registration Number:	2293597	THE ORIGINAL CIRCUS ANIMAL COOKIES
Registration Number:	3287272	MOTHER'S COOKIES SINCE 1914
Registration Number:	2646513	CIRCUS CRITTERS
Serial Number:	76387432	MOTHER'S COOKIES CALIFORNIA ORIGINAL SINCE 1914
Registration Number:	0862099	MOTHER'S
Registration Number:	3287270	MOTHER'S

CORRESPONDENCE DATA

Fax Number: (312)660-0471

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-861-6371

Email: rprescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 200 E. Randolph Drive

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	37910-33 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	12/09/2008

Total Attachments: 28

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	Case No. 08-12323 (CSS)
Archway Cookies LLC,	)	
a Delaware limited liability company, *et al.*[1],	)	Jointly Administered
	)	
Debtors.	)	

CERTIFIED: A TRUE COPY; ATTEST: DAVID D. BIRD, CLERK U.S. BANKRUPTCY COURT BY: _____ Deputy Clerk 12/4/08

ORDER (I) AUTHORIZING THE SALE OF CERTAIN OF THE DEBTOR'S ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (II) AUTHORIZING AND APPROVING ASSET PURCHASE AGREEMENT; (III) APPROVING PROCEDURES AND RIGHTS RELATED TO REJECTION OF CERTAIN EXECUTORY CONTRACTS AND ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS; AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the debtors and debtors in possession in the above captioned cases (collectively, the "Debtors") pursuant to sections 105(a), 363 and 365 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for entry of an order (the "Order") (a) approving the sale of certain of the assets of Mother's Cake and Cookie Co. ("Seller"), one of the above-captioned Debtors, free and clear of all liens, claims encumbrances or other interests, (b) authorizing and approving the execution and delivery of the Asset Purchase Agreement (as defined below); (c) approving procedures and rights related to the rejection of certain executory contracts and unexpired leases related thereto and the assumption and assignment of certain executory contracts and unexpired leases related thereto; and (c)

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Archway Cookies LLC, a Delaware limited liability company (4891), and Mother's Cake & Cookie Co., a California corporation (8765).

[2] Capitalized terms used herein shall have the meaning ascribed to them in the Asset Purchase Agreement (as defined herein), unless otherwise noted.

granting related relief, all as more fully described in the Motion; and the Seller having received Qualified Bids and having conducted the Auction pursuant to the Bidding Procedures; and the Debtors having determined that the highest and otherwise best offer for Purchased Assets was made by Kellogg North America Company (the "Purchaser") in the form of the Asset Purchase Agreement by and among Kellogg North America Company and Mother's Cake and Cookie Co., and for purposes of Section 6.4 of the Asset Purchase Agreement (as defined below), Kellogg Company, dated (as modified) as of December 2, 2008, a copy of which is attached hereto as Exhibit A, and the exhibits and schedules thereto (each as may be amended or supplemented from time to time, collectively, the "Asset Purchase Agreement"); and the Court having conducted a hearing on December 3, 2008 (the "Sale Hearing") to consider the approval of the sale of the Purchased Assets pursuant to the terms and condition of the Asset Purchase Agreement, and the Court having considered: (i) the Motion and any objections thereto, (ii) the proposed sale of the Purchase Assets by Seller to the Purchaser pursuant to the Asset Purchase Agreement, (iii) the arguments of counsel made, and evidence adduced, related thereto, and (iv) the full record in these chapter 11 cases, including the record related to the hearing to consider the Bidding Procedures Order and the Sale Hearing held before this Court; all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the Asset Purchase Agreement and Transactions contemplated thereby; and it appearing that the relief requested in the Motion is in the best interests of the Seller, its estates, its creditors and other parties in interest; that reasonable and adequate notice of the Motion, the Bidding Procedures Order, the sale of the Purchase Assets and Transactions contemplated by the Asset Purchase Agreement, this Order and the Sale Hearing have been provided to all persons required to be served in

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accordance with the Bankruptcy Code and the Bankruptcy Rules; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

FOUND, CONCLUDED AND DETERMINED THAT:[3]

A. This Court has jurisdiction over the Motion and over the property of Seller, including the Purchased Assets to be sold, transferred and conveyed pursuant to the Asset Purchase Agreement, and the Transactions contemplated by the Asset Purchase Agreement pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue of these cases and the Motion in this district and Court is proper under 28 U.S.C. §§ 1408 and 1409.

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d) of the Federal Rules of Bankruptcy Procedure, and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, 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.

C. The statutory bases for the relief requested in the Motion are sections 105(a), 363(b), (f), and (m), and 365 of the Bankruptcy Code and Bankruptcy Rules 2002(a)(2), 6004(a), (b), (c), (e), (f) and (h), 6006(a), (c) and (d) and 9014.

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[3] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

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D. This Court entered the Bidding Procedures Order on November 18, 2008 [Docket No. 182].

E. Actual written notice of, and a reasonable opportunity to object or be heard with respect to, the Sale Hearing, the Auction, the Motion and the sale of the Purchased Assets has been afforded to all known interested entities, including, but not limited to the following parties: (i) all creditors or their counsel known to the Seller to assert a lien (including any security interest), claim, right , interest or encumbrance of record against any all or any portion of the Purchased Assets; (ii) Wachovia Capital Finance Corporation (New England) and Catterton Partners, V, L.P.; (iii) the Office of the United States Trustee; (iv) all applicable federal, state and local Taxing and regulatory authorities of the Seller; (v) all parties in interest who have requested notice pursuant to Bankruptcy Rule 2002; (vi) counsel to the Official Committee of Unsecured Creditors; (vii) all persons or entities who have expressed an interest in acquiring all or any substantial portion of the Purchased Assets; (viii) all known creditors of Seller; (ix) all parties to any litigation involving the Seller; and (x) all of the Seller's current employees, if any, and former employees who were terminated immediately prior to the commencement of these cases.

F. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion regarding the sales process, including, without limitation, approval and authorization to serve the Procedures Notice and the Creditor Notice (each as defined in the Bidding Procedures Order).

G. The Procedures Notice and Creditor Notice (each as defined in the Bidding Procedures Order) provided all interested parties with timely and proper notice of the Transactions contemplated by the Asset Purchase Agreement, the Sale Hearing and the Auction.

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H. As evidenced by the affidavits of service previously filed with this Court, proper, timely, adequate and sufficient notice of the Motion, the Auction, the Sale Hearing and the Transactions has been provided in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014. The Seller also has complied with all obligations to provide notice of the Motion, the Auction, the Sale Hearing and the Transactions required by the Bidding Procedures Order. The notices described above were good, sufficient and appropriate under the circumstances, and no other or further notice of the Motion, the Auction, the Sale Hearing or the Transactions contemplated by the Asset Purchase Agreement is required.

I. The disclosures made by the Seller concerning the Asset Purchase Agreement, the Auction, the Transactions contemplated by the Asset Purchase Agreement and the Sale Hearing were good, complete and adequate.

J. Seller conducted an auction process in accordance with, and has otherwise complied in all respects with, the Bidding Procedures Order. The auction process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any entity to make a higher or otherwise better offer to purchase the Purchased Assets. The Auction was duly noticed and conducted in a noncollusive, fair and good faith manner and a reasonable opportunity has been given to any interested party to make a higher and better offer for the Purchased Assets. Initial Overbids (as defined in the Bidding Procedures Order) in addition to the offer of the Stalking Horse Bidder (as defined in the Bidding Procedures Order) were received before the Bid Deadline, and there were four Qualified Bidders (as defined in the Bidding Procedures Order) at the Auction on December 2, 2008. Following competitive bidding, the Asset Purchase Agreement represents the highest and best offer received by the Debtors for

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the Purchased Assets, and the Purchaser was determined by the Debtors to be the Prevailing Bidder (as defined in the Bidding Procedures Order). Kraft Foods Global, Inc. and Kraft Foods Global Brands LLC were determined to be the Back-up Bidders (as defined in the Bidding Procedures Order).

K. The Asset Purchase Agreement constitutes the highest and best offer for the Purchased Assets, and will provide a greater recovery for the Seller's estate than would be provided by any other available alternative. The Seller's determination that the Asset Purchase Agreement constitutes the highest and best offer for the Purchased Assets constitutes a valid and sound exercise of the Seller's business judgment.

L. The Asset Purchase Agreement represents a fair and reasonable offer to purchase the Purchased Assets under the circumstances of the chapter 11 cases. No other entity or group of entities has offered to purchase the Purchased Assets for greater economic value to the Seller's estate than the Purchaser.

M. Approval of the Motion and the Asset Purchase Agreement and the consummation of the Transactions contemplated thereby is in the best interests of the Seller, its creditors, its estates and other parties in interest.

N. The Seller has demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the sale of the Purchased Assets and Transactions outside the ordinary course of business.

O. Purchaser is not an "insider" of any of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

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P. Purchaser is purchasing the Purchased Assets in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protections of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that, *inter alia*: (i) the Purchaser recognized that the Seller was free to deal with any other party interested in acquiring the Purchased Assets; (ii) the Purchaser complied with the provisions in the Bidding Procedures Order; (iii) the Purchaser agreed to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order; (iv) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Transactions have been disclosed; (v) the Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction; (vi) no common identity of directors or controlling stockholders exists between the Purchaser and the Seller; and (vii) the negotiation and execution of the Asset Purchase Agreement was at arms-length and in good faith.

Q. The Seller and the Purchaser have not engaged in any conduct that would permit the Asset Purchase Agreement or the Sale to be avoided under section 363(n) of the Bankruptcy Code.

R. The consideration provided by Purchaser pursuant to the Asset Purchase Agreement is fair and adequate and 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.

S. By consummating the sale and the Transactions contemplated by the Asset Purchase Agreement, the Purchaser is not a mere continuation of the Seller or its estates and there is no continuity between the Purchaser and Seller. The Purchaser is not holding itself out

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to the public as a continuation of the Seller. The Purchaser is not a successor to the Seller or its estate and the Transactions do not amount to a consolidation, merger or de facto merger of the Purchaser and Seller.

T. The sale of the Purchased Assets outside a plan of reorganization pursuant to the Asset Purchase Agreement neither impermissibly restructures the rights of the Seller's creditors nor impermissibly dictates the terms of a liquidating plan of reorganization of the Seller. The sale does not constitute a *sub rosa* plan.

U. The Seller, acting by and through its existing agents, representatives and officers, including, without limitation, Jeff Granger, its Chief Restructuring Officer, has full corporate power and authority to execute and deliver the Asset Purchase Agreement and all other documents contemplated thereby, and no further consents or approvals are required for the Seller to consummate the transactions contemplated by the Asset Purchase Agreement, except as otherwise set forth in the Asset Purchase Agreement.

V. The Purchaser has not agreed to assume and shall have no obligations with respect to any liabilities of the Seller or its subsidiaries or Affiliates other than the Assumed Liabilities expressly set forth in the Asset Purchase Agreement.

W. The transfer of each of the Purchased Assets to the Purchaser will be as of the Closing Date a legal, valid and effective transfer of such assets, and vests or will vest the Purchaser with all right, title and interest of the Seller to the Purchased Assets free and clear of all Interests or Claims (as defined below in paragraph 6) accruing, arising or relating thereto any time prior to the Closing Date, except for any Assumed Liabilities under the Asset Purchase Agreement.

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X. The Seller may sell the Purchased Assets free and clear of all Interests or Claims (as defined below in paragraph 6) against the Seller, its estate or any of the Purchased Assets (except for the Assumed Liabilities) because, 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 or Claims against the Seller, its estate or any of the Purchased Assets who did not object, or who withdrew their objections, to the Transactions or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such Interests or Claims who did object fall within one or more of the other subsections of section 363(f) are adequately protected by having their Interests or Claims, if any, in each instance against the Seller, its estate or any of the Purchased Assets, attach to the cash proceeds of the Transactions ultimately attributable to the Purchased Assets in which such creditor alleges an interest, in the same order of priority, with the same validity, force and effect that such creditor had prior to the Transactions, subject to any claims and defenses the Seller and its estate may possess with respect thereto.

Y. If the sale of the Purchased Assets to the Purchaser were not free and clear of all Interests or Claims (as defined below in paragraph 6), or if Purchaser would, or in the future could, be liable for any of the Interests or Claims, Purchaser would not have entered into this Asset Purchase Agreement and would not consummate the sale or the Transactions contemplated by the Asset Purchase Agreement, thus adversely affecting the Seller, its estates and its creditors.

Z. The assumption and assignment of the Assumed Contracts, if any, pursuant to the terms of this Order is integral to the Asset Purchase Agreement and is in the best

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interests of the Seller and its estate, creditors and other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Seller.

AA. The Seller and Purchaser have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code, including sections 365(b)(1)(A), (B) and 365(f), in connection with the sale and assumption and assignment of the Assumed Contracts to the extent provided under Section 7.6 of the Asset Purchase Agreement. The Purchaser is able to demonstrated adequate assurance of future performance with respect to any Assumed Contracts pursuant to section 365(b)(1)(C) of the Bankruptcy Code.

BB. To maximize the value of the Purchased Assets, it is essential that the closing of the Transactions occurs within the time constraints set forth in the Asset Purchase Agreement. Time is of the essence in consummating the Transactions.

CC. Given all of the circumstances of the chapter 11 cases and the adequacy and fair value of the Purchase Price under the Asset Purchase Agreement, the Transactions constitute a reasonable and sound exercise of the Seller's business judgment, are in the best interests of the Seller, its estate, its creditors and other parties in interest and should be approved.

DD. The consummation of the Transactions is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f) of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Transactions.

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NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The relief requested in the Motion is granted and approved, and the Transactions contemplated thereby and by the Asset Purchase Agreement are approved as set forth in this Order.

2. Any and all objections and responses to the Motion that have not been withdrawn, waived, settled or resolved, and all reservations of rights included therein, are hereby overruled and denied.

Approval of Asset Purchase Agreement

3. The Purchaser's offer for the Purchased Assets, as embodied in the Asset Purchase Agreement, is the highest and best offer for the Purchased Assets and the Asset Purchase Agreement, including all other ancillary documents, and all of the terms and conditions thereof, and the Transactions contemplated thereby are hereby approved.

4. Pursuant to section 363(b) of the Bankruptcy Code, the Seller, acting by and through its existing agents, representatives and officers, including, without limitation, Jeff Granger, its Chief Restructuring Officer, is authorized and empowered to take any and all actions necessary or appropriate to (a) consummate the Transactions pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement, (b) close the Transactions as contemplated in the Asset Purchase Agreement and this Order, (c) transfer and assign all right, title and interest (including common law rights) to all property, licenses and rights to be conveyed in accordance with the terms and conditions of the Asset Purchase Agreement, and (d) execute and deliver, perform under, consummate, implement and close fully the Asset Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement and the Transactions,

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including any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Asset Purchase Agreement and such other ancillary documents.

5. This Order shall be binding in all respects upon the Seller, its estate, all creditors, all holders of equity interests in the Seller, all holders of any Interests or Claims (as defined below in paragraph 6) (whether known or unknown) against any Seller, any holders of Interests or Claims against or on all or any portion of the Purchased Assets, all Contract counterparties, Purchaser and all successors and assigns of the Purchaser, and any trustees, examiners or other fiduciary under any section of the Bankruptcy Code, if any, subsequently appointed in any of the Seller's chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code of the Seller's cases. The terms and provisions of the Asset Purchase Agreement and this Order shall inure to the benefit of the Seller, its estates, and its creditors, Purchaser, and its respective affiliates, successors, and assigns, and any affected third parties, including, but not limited to, all persons asserting any Interests or Claims in the Purchased Assets to be sold to Purchaser pursuant to the Asset Purchase Agreement, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise shall be binding.

Transfer of Purchased Assets

6. Pursuant to 11 U.S.C. §§105(a), 363(b), 363(f), 365(b) and 365(f), upon the Closing Date, under the Asset Purchase Agreement, the Purchased Assets shall be transferred to the Purchaser free and clear of all interests, including, without limitation, Excluded Liabilities, mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments,

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collective bargaining agreements, leases, licenses, options, deeds of trust, security interests, other interests, conditional sale or other title retention agreements, pledges, liens (including as that term is defined in the Asset Purchase Agreement and including, without limitation, mechanics', materialmens' and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, or tax, decrees of any Court or foreign or domestic governmental entity, or charges 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, debts arising in any way in connection with any agreements, acts, or failures to act, including, but not limited to any pension liabilities, retiree medical benefit liabilities, liabilities related to the Employee Retirement Income Security Act, liabilities related to the Internal Revenue Code, or other liability relating to Seller's current and former employees, including any withdrawal liabilities, of the Seller or any of the Seller's predecessors or Affiliates, claims (as that term is defined in the Bankruptcy Code), whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability (collectively, the "Interests or Claims"), with all such Interests or Claims to attach to the cash proceeds of the Transactions in the order of their priority, with the

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same validity, force and effect which they now have as against the Purchased Assets, subject to any claims and defenses the Seller may possess with respect thereto.

7. 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 all of the Purchased Assets or a bill of sale transferring good and marketable title in such Purchased Assets to Purchaser, pursuant to the terms of the Asset Purchase Agreement. For the avoidance of doubt, the Excluded Assets set forth in the Asset Purchase Agreement are not included in the Purchased Assets.

8. Subject to the terms and conditions of this Order, the transfer of Purchased Assets to the Purchaser pursuant to the Asset Purchase Agreement does not require any consents other than as specifically provided for in the Asset Purchase Agreement and constitutes a legal, valid and effective transfer of the Purchased Assets, and shall vest Purchaser with right, title and interest of the Seller in and to the Purchased Assets fee and clear of all Interests or Claims of any kind or nature whatsoever (except for the Assumed Liabilities).

9. To the greatest extent available under applicable law and except as provided in the Asset Purchase Agreement, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval of the Seller with respect to the Purchased Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Buyer as of the Closing Date.

10. All entities who are presently, or on the Closing may be, in possession of some or all of the Purchased Assets to be sold, transferred or conveyed pursuant to the Asset

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Purchase Agreement are hereby directed to surrender possession of the Purchased Assets to the Purchaser on the Closing Date.

11. Except as expressly permitted or otherwise specifically provided by the Asset Purchase Agreement or this Order, all entities holding Interests or Claims in all or any portion of the Purchased Assets (other than the Assumed Liabilities) arising under or out of, in connection with, or in any way relating to the Seller, the Purchased Assets, the operation of the Seller's Business prior to the Closing Date or the transfer of the Purchased Assets to the Purchaser, hereby are forever barred, estopped and permanently enjoined from asserting against the Purchaser or its successors or assigns, their property or the Purchased Assets, such entities' Interests or Claims in and to the Purchased Assets. On the Closing Date, each creditor of the Seller is authorized and directed to execute such documents and take all other actions as may be necessary to release Interests or Claims on the Purchased Assets, if any, as provided for herein, as such Interests or Claims may have been recorded or may otherwise exist. The transactions authorized herein shall be of full force and effect, regardless of the Seller's lack of good standing in any jurisdiction in which such Seller is formed or authorized to transact business.

12. Upon consummation of the Transactions set forth in the Asset Purchase Agreement, if any person or entity that has filed financing statement, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Interests or Claims against or in the Purchased Assets shall not have delivered to the Seller prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfactions, releases of all Interests or Claims that the person or entity has with respect to the Assets, or otherwise, then (a) the Seller is hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with

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respect to the Purchased Assets and (b) the Purchaser is hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests or Claims in the Purchased Assets of any kind or nature. For the avoidance of doubt, to the extent necessary, upon consummation of the Transactions set forth in the Asset Purchase Agreement, the Purchaser is authorized to file termination statements, lien terminations or other amendments in any required jurisdiction to remove and record, notice filings or financing statements recorded to attach, perfect or otherwise notice any lien or encumbrance that is extinguished or otherwise released pursuant to this Order under section 363 and the related provisions of the Bankruptcy Code.

13. All entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Seller to sell and transfer the Purchased Assets to the Purchaser in accordance with the terms of the Asset Purchase Agreement and this Order.

14. This Order is and shall be binding upon and govern the acts of all entities, including, without limitation, federal, state and governmental agencies or departments, 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 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 lease; and each of the foregoing entities is hereby ~~directed~~ authorized to accept for filing

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any and all of the documents and instruments necessary and appropriate to consummate the Transactions contemplated by the Asset Purchase Agreement.

Contracts to be Assigned

15. Pursuant to Section 7.6 of the Asset Purchase Agreement, not later than one (1) Business Day after the Closing Date, Seller shall file with the Bankruptcy Court and serve on all applicable parties in accordance with applicable Law, a Rejection Motion and/or Rejection Notice to reject any and all contracts, agreements and/or understandings identified on Schedule 3.13 of the Disclosure Schedules. Seller shall undertake all actions necessary to ensure that an order approving the Rejection Motion and/or other pleadings or notices required by the Rejection Procedures to approve the rejection of contracts and leases, each acceptable to Purchaser in its sole discretion, is entered by or filed with the Bankruptcy Court as soon as practicable after the filing of the Rejection Motion and/or the Rejection Notice. Seller shall be responsible and bear all costs and fees associated with the filing and service of the Rejection Motion and/or Rejection Notice and any proceedings or further pleadings related thereto or any subsequent motion, notices or pleadings filed to reject any contracts, agreements and/or understandings identified on Schedule 3.13 of the Disclosure Schedules, including any proceedings or further pleadings related thereto.

16. Pursuant to Section 7.6 of the Asset Purchase Agreement, to the extent that the Schedule 3.13 of the Disclosure Schedules is amended on or after the date indicated by the Asset Purchase Agreement, Seller shall immediately notify, within one (1) Business Day, Purchaser in writing of such amendment and Additional Contracts. Within five (5) Business Days of the addition of any Additional Contracts, Seller shall provide Purchaser with Cure Amounts related to any such Additional Contracts. As to the Additional Contracts, Seller shall

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not seek to reject or assume such contracts for a period of sixty (60) days following the notification of the Additional Contracts to the Purchaser (the "Contract Retention Period"); provided, however, that as soon as practicable after receiving further written notice(s) from Purchaser during the Contract Retention Period requesting assumption and assignment of any Additional Contract, Seller shall, subject to Purchaser's demonstrating adequate assurance of future performance thereunder and paying any Cure Amounts thereunder, take all actions reasonably necessary to seek to assume and assign to Purchaser pursuant to section 365 of the Bankruptcy Code any contract(s) set forth in the notice; provided further, however, that as soon as practicable after receiving further written notice(s) from Purchaser during the Contract Retention Period requesting rejection of any Additional Contract, Seller shall take all actions reasonably necessary to seek to reject pursuant to Section 365 of the Bankruptcy Code any contract(s) set forth in the notice. Seller shall be responsible and bear all costs and fees associated with the filing and service of any motion or related notices or pleadings necessary to assume any Assumed Contracts or reject any Additional Contracts and any proceedings or further pleadings related thereto.

17. In accordance with Section 7.6 of the Asset Purchase Agreement, to the extent that any Additional Contracts become Assumed Contracts, the Seller is authorized and directed to assume and assign each of the Assumed Contracts, if any, to the Purchaser free and clear of all Interests or Claims, as described herein and in the Asset Purchase Agreement. The payment of the applicable Cure Amounts (if any) by the Purchaser shall (a) effect a cure of all defaults existing thereunder as of the date that such Contracts are assumed and (b) compensate for any actual pecuniary loss to such non-Debtor party resulting from such default. The Purchaser shall then have assumed the Assumed Contracts and, pursuant to section 365(f) of the

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Bankruptcy Code, the assignment by the Seller of such Assumed Contracts shall not be a default thereunder. After the payment of the relevant Cure Amounts by the Purchaser, neither the Seller nor the Purchaser shall have any further liabilities to the counterparties to the Contracts other than the Purchaser's obligations under the Assumed Contracts that accrue and become due and payable on or after the date that such Contracts are assumed.

18. Any provisions in any Assumed Contracts that prohibit or condition the assignment of such Assumed Contracts or allow the party to such Assumed Contracts to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Assumed Contract, constitute unenforceable anti-assignment provisions that are void and of no force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Seller and assignment to the Purchaser of the Assumed Contracts have been satisfied. Upon the closing of the Transaction, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested with all right, title and interest of the Seller under the Assumed Contracts to the extent assumed pursuant to Section 7.6 of the Asset Purchase Agreement.

19. Upon the conditions set forth in Section 7.6 of the Asset Purchase Agreement, including Purchaser's payment of the relevant Cure Amounts, if any, the Purchaser shall be deemed to be substituted for the Seller as a party to the applicable Assumed Contracts and the Seller shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assumed Contracts.

20. Upon the payment of the applicable Cure Amount, if any, the Assumed Contracts will remain in full force and effect, and no default shall exist under the Assumed

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Contracts nor shall there exist any event or condition which, with the passage of time or giving of notice, or both, would constitute such a default.

21. The Purchaser is able to provide adequate assurance of future performance under the relevant Assumed Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

22. There shall be no assignment fees, increases or any other fees charged to the Purchaser or the Seller as a result of the assumption and assignment of the Assumed Contracts.

23. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, all counterparties to the Assumed Contracts, if any, pursuant to Section 7.6 of the Asset Purchase Agreement, are forever barred and permanently enjoined from raising or asserting against the Seller or Purchaser any assignment fee, default, breach or claim or pecuniary loss, or condition to assignment, arising under or related to the Assumed Contracts existing as of the date that such Contracts are assumed or arising by reason of the Closing.

24. Neither Purchaser nor any successor of Purchaser shall be responsible for or have any Interests or Claims or obligations arising out of any of the contracts, agreements or understandings listed on Schedule 3.13 of the Disclosure Schedules and any Interests or Claims or obligations arising out of any contracts, agreements or understandings not assumed by Purchaser pursuant to Section 7.6 of the Asset Purchase Agreement.

Additional Provisions

25. Effective upon the Closing Date, all entities are forever prohibited and permanently enjoined from commencing or continuing in any manner any action or other

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proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Purchaser, its successors and assigns, or the Purchased Assets, with respect to any (a) Interests or Claims arising under, out of, in connection with or in any way relating to the Seller, the Purchaser, the Purchased Assets, or the operation of the Business or the Purchased Assets prior to the closing of the Transactions, or (b) successor liability, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Purchaser, its successors or assigns, assets or properties, (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Purchaser, its successors, assets or properties, (iii) creating, perfecting or enforcing any Interests or Claims against the Purchaser, its successors or assigns, assets or properties; (iv) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the Purchaser or its successors or assigns, (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of this Court, or the agreements or actions contemplated or taken in respect thereof, or (vi) revoking, terminating or failing or refusing to issue or renew any license, permit or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with the Purchased Assets.

26. Except as otherwise expressly provided in the Asset Purchase Agreement, the Purchaser shall have no obligation, as successor or otherwise (including with respect to successor or vicarious liabilities of any kind or character), to pay wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any under-funding with respect to any and all pension plans) or any other payment to employees of Seller or its Affiliates. The Purchaser shall have no liability, as successor or otherwise (including with

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respect to successor or vicarious liabilities of any kind or character), with respect to any collective bargaining agreement, employee pension plan, employee welfare or retention, benefit and/or incentive plan to which Seller or its Affiliates are a party and relating to the Business (including, without limitation, arising from or related to the rejection or other termination of any such agreement), and the Purchaser shall in no way, as successor or otherwise (including with respect to successor or vicarious liabilities of any kind or character), be deemed a party to or assignee of any such agreement, and no employee of the Purchaser shall be deemed in any way covered by or a party to any such agreement, and all parties to any such agreement are hereby enjoined from asserting against the Purchaser any and all Interests or Claims arising from or relating to such agreement. Any and all notices, if any, required to be given to the Seller's or its Affiliates' employees pursuant to the Workers Adjustment and Relocation Adjustment Act, or any similar federal or state law, shall be the sole responsibility and obligation of the Seller and its Affiliates and the Purchaser shall have no responsibility or liability therefore.

27. Except for the Assumed Liabilities and without limiting paragraphs 6, 25 or 26 of this Order, the Purchaser is not, by virtue of the consummation of the Transactions contemplated by the Asset Purchase Agreement, assuming nor shall it be liable or responsible, as a successor or otherwise (including with respect to successor or vicarious liabilities of any kind or character), under any theory of law or equity, including, any theory of antirust, environmental successor or transferee liability, labor law, de facto merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter raised, which may be asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Seller, or any of its predecessors or Affiliates or any obligations of the Seller or its predecessors or Affiliates arising prior to the Closing Date, for any liabilities, debts, commitments or obligations

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(whether known or unknown, disclosed or undisclosed, absolute, contingent, inchoate, fixed or otherwise) in any way whatsoever relating to or arising from the Purchased Assets or the Seller's operation of its businesses or use of the Purchased Assets on or prior to the Closing Date or any such liabilities, debts, commitments or obligations that in any way whatsoever relate to periods on or prior to the Closing Date or are to be observed, paid, discharged or performed on or prior to the Closing Date (in each case, including any liabilities that result from, relate to or arise out of tort or other product liability claims), or any liabilities calculable by reference to the Seller or its assets or operations, or relating to continuing conditions existing on or prior to the Closing Date, including with respect to any of Seller's predecessors or Affiliates, which liabilities, debts, commitments and obligations are hereby extinguished insofar as they may give rise to successor liability, without regard to whether the claimant asserting any such liabilities, debts, commitments or obligations has delivered to the Purchaser a release thereof. Without limiting the generality of the foregoing, by virtue of the consummation of the Transactions contemplated by the Asset Purchase Agreement, Purchaser shall not be liable or responsible, as a successor or otherwise, including with respect to successor or vicarious liabilities of any kind or character, for the Seller's liabilities, debts, commitments or obligations, whether calculable by reference to the Seller, arising on or prior to the Closing and under or in connection with (i) any employment or labor agreements (including any collective bargaining agreements), consulting agreements, severance arrangements, change-in-control agreements or other similar agreement to which the Debtors are a party, (ii) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of the Debtors, (iii) the cessation of the Debtors' operations, dismissal of employees, or termination (including rejection) of employment or labor agreements (including any collective bargaining

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agreements) or pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, obligations that might otherwise arise from or pursuant to the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, COBRA, or the Worker Adjustment and Retraining Notification Act, (iv) workmen's compensation, occupational disease or unemployment or temporary disability insurance claims, (v) environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., (vi) any bulk sales or similar law, (vii) any liabilities, debts, commitments or obligations of, or required to be paid by, the Debtors for any Taxes of any kind for any period, (viii) any liabilities, debts, commitments or obligations for any Taxes relating to the business of the Debtors or the Purchased Assets for or applicable to the pre-closing period, (ix) any litigation, (x) any products liability, other tort or similar claims, whether pursuant to any state or any federal laws or otherwise including those arising from products or distribution thereof by or on behalf of Seller, and (xi) any Excluded Liabilities. The Purchaser has given substantial consideration under the Asset Purchase Agreement for the benefit of the holders of any Interests or Claims. The consideration given by the Purchaser shall constitute valid and valuable consideration for the releases of any potential claims of successor liability of the Purchaser, which releases shall be deemed to have been given in favor of the

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Purchaser by all holders of Interests or Claims against or interests in the Seller or any of the Purchased Assets.

28. The recitation, in the immediately preceding paragraph of this Order, of specific agreements, plans or statutes is not intended, and shall not be construed, to limit the generality of the categories of liabilities, debts, commitments or obligations referred to therein.

29. Except as otherwise expressly provided in the Asset Purchase Agreement, no person or entity, including, without limitation, any federal, state or local governmental agency, department or instrumentality, shall assert by suit or otherwise against the Purchaser or its successors in interest any claim that they had, have or may have against the Seller, or any liability, debt or obligation relating to or arising from the Purchased Assets, or the Seller's operation of the Business or use of the Purchased Assets, including, without limitation, any liabilities calculable by reference to the Purchaser or its assets or operations, by virtue of the consummation of the transactions contemplated by the Asset Purchase Agreement, and all persons and entities are hereby enjoined from asserting against the Purchaser in any way any such claims, liabilities, debts or obligations.

30. The Seller, including but not limited to its respective officers, employees and agents, including, without limitation, Jeff Granger, its Chief Restructuring Officer, is hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the Asset Purchase Agreement and this Order. The Seller shall be, and it hereby is, authorized to take all such actions as may be necessary to effectuate the terms of this Order.

31. To the extent applicable, the automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Seller to the extent necessary, without

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further order of the Court (i) to allow the Purchaser to give the Seller any notice provided for in the Asset Purchase Agreement, and (ii) to allow the Purchaser to take any and all actions permitted by the Asset Purchase Agreement in accordance with the terms and conditions thereof.

32. The Transactions contemplated by the Asset Purchase Agreement are undertaken by the Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Transactions shall not affect the validity of the Transactions (including the assumption and assignment of the Assumed Contracts, if any, and the sale free and clear of all Interests or Claims), unless such authorization and consummation of such Transactions are duly stayed pending such appeal. The Purchaser is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

33. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (a) these chapter 11 cases, (b) any subsequent chapter 7 or chapter 11 case of the Seller or (c) any related proceeding subsequent to entry of this Order, shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Order.

34. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Transactions.

35. There are no brokers involved in consummating the Transactions and no brokers' commissions are due.

36. The failure specifically to include any particular provisions of the Asset Purchase Agreement including any of the documents, agreements or instruments executed in

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connection therewith in this Order shall not diminish or impair the efficacy of such provision, document, agreement or instrument, it being the intent of the Court that the Asset Purchase Agreement and each document, agreement or instrument be authorized and approved in its entirety.

37. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

38. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion in these chapter 11 cases, the terms of this Order shall govern.

39. To the extent there are any inconsistencies between the terms of this Order and the Asset Purchase Agreement (including all ancillary documents executed in connection therewith), the terms of this Order shall govern.

40. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto 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 Seller's estates.

41. The provisions of this Order are nonseverable and mutually dependent.

42. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062 and 9014, this Order shall be effective immediately upon entry and the Seller and the Purchaser are authorized to close the Transactions immediately upon entry of this Order.

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43. The Seller is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

44. This Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Agreement, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Seller is a party or which has been assigned by the Seller to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Transactions.

Dated: December 3, 2008
Wilmington, Delaware

Christopher S. Sontchi
United States Bankruptcy Judge

RECORDED: 12/09/2008
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