

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest By Court Order		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chemical Bank		07/07/2000	New York Banking Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Crystal Brands, Inc.		
Street Address:	Crystal Brands Road		
Internal Address:	Crystal Brands		
City:	Southport		
State/Country:	CONNECTICUT		
Postal Code:	06490		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0612161	TRIFARI	
Registration Number:	0508951	TRIFARI	
Registration Number:	0357174	TRIFARI	
CORRESPONDENCE DATA			
Fax Number:	(212)715-8000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2127159357		
Email:	KLTrademark@kramerlevin.com		
Correspondent Name:	Carole E. Klinger		
Address Line 1:	1177 Avenue of the Americas		
Address Line 2:	Kramer Levin Naftalis & Frankel LLP		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	019200-00058 (\$90)		

CH \$90.00 0612161

NAME OF SUBMITTER:	Carole E. Klinger
Signature:	/CEK/
Date:	02/11/2009

Total Attachments: 16

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re)	Chapter 11
)	
THE MONET GROUP, INC., et al.,)	Case Nos. 00-1936, 1937 and 1938 (MFW)
)	
Debtors.)	Jointly Administered

ORDER (I) AUTHORIZING SALE OF CERTAIN OF DEBTORS' ASSETS FREE AND CLEAR OF ENCUMBRANCES, SUBJECT TO THE TERMS OF ASSET PURCHASE AGREEMENT, (II) AUTHORIZING AND APPROVING ASSET PURCHASE AGREEMENT, AND (III) AUTHORIZING DEBTORS TO CONSUMMATE ALL RELATED TRANSACTIONS

This matter is before the Court on the Amended Motion (Docket No. 34) of The Monet Group, Inc. ("Monet"), The Monet Group Holdings, Inc. ("Monet Holdings") and Monet Sales Corp. ("Monet Sales"), the above-captioned debtors and debtors in possession (collectively, the "Debtors") for Order Pursuant to sections 105, 363, 365 and 1146 of the Bankruptcy Code: (a) Authorizing and Approving Asset Purchase Agreement between the Debtors and Monet Acquisition Corp.; (b) Authorizing the Sale of Certain of Debtors' Assets ("Purchased Assets"), Free and Clear of Encumbrances, Subject to the Terms of the Asset Purchase Agreement and Subject to Higher or Better Offers; (c) Authorizing Debtors to Consummate all Transactions Related to the Above; and (d) Granting Other Relief (the "Sale Motion"); the Court having on June 2, 2000 entered an order (the "Procedures Order", Docket No. 93), (I) scheduling hearing and objection deadline on the Sale Motion (II) approving notice of the Sale Motion and service thereof, (III) approving proposed bidding and sale procedures, (IV) approving proposed bidding protections; and the Debtors having received a qualified competing bid for substantially all of the Debtors' assets from L-M Acquisition

CERTIFIED: 7/26/00
AS A TRUE COPY:
ATTEST:

DAVID D. BIRD, CLERK
U.S. BANKRUPTCY COURT

BY: Cathy Dery
Deputy Clerk

246

PHIL-337225-7 July 7, 2000 (5:00pm)

Corp. ("L-M" or "Purchaser") and the Debtors having determined that the offer of L-M as reflected in the Asset Purchase Agreement¹ (the "Purchase Agreement") annexed hereto as Exhibit A, which said agreement, among other things, provides for the purchase by L-M of the Purchased Assets by way of a (i) loan secured by the Purchased Assets, and (2) the guaranty of payment of the indebtedness by Liz Claiborne, Inc., and which Purchase Agreement and related documents will be promptly executed by Debtors and L-M pursuant to documentation acceptable to Prepetition Lenders, Liz Claiborne, Inc. and L-M; and that such offer is the highest and best offer for the Purchased Assets; the Court having considered the Sale Motion and the record in these proceedings, and having heard testimony and received evidence in support of the relief requested at a final hearing

held
on July
7, 2000

on the Sale Motion (the "Sale Hearing"); and the Court finding that notice of the Sale Motion was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted in this Order and the Court having overruled all written and oral objections to the relief sought in the Motion and having approved of L-M as the highest and best bidder for the Purchased Assets;

THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS

OF LAW:

Jurisdiction

I. The Court has jurisdiction over this matter under 28 U.S.C. §1334. Venue is proper in this district under 28 U.S.C. §§ 1408 and 1409. Determination of the motion is a core proceeding

¹Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the substantially complete and final Asset Purchase Agreement between Debtors and Purchaser dated as of July 7, 2000 ("Asset Purchase Agreement") a copy of which is annexed hereto as Exhibit A.

under 28 U.S.C. § 157(b)(2)(A). The statutory predicates for the relief requested herein are sections 105, 363, 365, and 1146 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq., as amended ("Bankruptcy Code").

Notice

2. Due notice of this Order, the proposed sale, the Sale Motion, the Procedures Order, the Sale Hearing and the proposed assumption ^{and assignment to purchaser} of the executory contracts and leases set forth on Schedule B to the Purchase Agreement, and an opportunity to be heard on all of the foregoing has been given to all interested persons and entities and parties entitled thereto under the Procedures Order, as evidenced by the affidavits of service previously filed with the Court; and Debtors have complied with all of the procedures for notice of the Sale Motion and Sale Hearing set forth in the Procedures Order. Such notice constitutes appropriate and adequate notice to all parties in interest and complies with section 102(1) of the Bankruptcy Code and Rules 2002, 6004, 6006, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"). No other or further notice of the Sale Motion, the Sale Hearing, or the entry of this Order is necessary.

Objection; Other Bidders

3. In response to the Sale Motion and the notice of the Sale Motion, Debtors received three (3) objections to the proposed sale which were filed with the Court as well as the objections of Monet Acquisition Corp. ^{raised at the Sale Hearing}. The Court has reviewed and considered the objections.

4. Debtors in their reasonable business judgment have determined that Purchaser's bid is the highest and best bid for the Purchased Assets, and the aggregate purchase price offered by Purchaser constitutes full and adequate consideration and reasonably equivalent value for the

Purchased Assets and the sale pursuant to the Purchase Agreement is in the best interest of the Debtors' estates and their respective creditors.

Justification for Sale

5. Debtors have established sound business justification in support of the proposed sale of the Purchased Assets to Purchaser. After considering the circumstances described in the Sale Motion, the Court has determined that the procedures outlined in the Procedures Order and Purchaser's offer present the best opportunity for these estates to realize the highest distribution possible to all creditors and the transfer of the Purchased Assets to Purchaser is in the best interests of Debtors and their respective estates. The sale process conducted by Debtors was non-collusive, fair, and reasonable and conducted in good faith.

6. Debtors have good title to the Purchased Assets and may sell the Purchased Assets free and clear of all Encumbrances as provided below, because (a) the Prepetition Lenders consent to such sale; and (b) as to the interests in the Purchased Assets of any other entities, the sale and the Sale Motion satisfy the requirements of section 363(f) of the Bankruptcy Code. As a condition to the sale of the Purchased Assets, and except as expressly set forth in the Purchase Agreement, the Purchased Assets will be sold free and clear of all Encumbrances and Purchaser will have no liability whatsoever for any liabilities of Debtors. Purchaser would not enter into the Asset Purchase Agreement and consummate the sale, thus adversely affecting Debtors' estates and their liquidation efforts, if the sale to Purchaser were not free and clear of all such Encumbrances.

7. The transactions contemplated by the Sale Motion, as approved and implemented by this Order, are in compliance with and satisfy all applicable provisions of the Bankruptcy Code including, without limitation, sections 363(b), (e), (f), and (o) and section 365. The terms and

conditions of the sale of the Purchased Assets and the other transactions approved by this Order are fair and reasonable. The sale of the Purchased Assets outside of a plan of reorganization pursuant to the Asset Purchase Agreement is a prerequisite of any plan of reorganization or liquidation of Debtors and does not impermissibly dictate the terms of any such plan.

Good Faith

8. The Purchase Agreement was negotiated, proposed, and entered into by the parties in good faith, from arm's length bargaining positions and without collusion. Purchaser is not an "insider" or "affiliate" of Debtors (as each such term is defined in the Bankruptcy Code). Neither Debtors nor Purchaser engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or cause the application of section 363(n) of the Bankruptcy Code to these transactions. Consequently, Purchaser is a good faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to the protections afforded thereby.

9. In the absence of a stay pending appeal, if any, Purchaser will be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Purchase Agreement.

10. Effective as of the Closing Date, the transfer of the Purchased Assets (a) will be legal, valid and effective transfers of the Purchased Assets to Purchaser and (b) will vest Purchaser with all right, title, and interest of Debtors in and to the Purchased Assets, all free and clear of all Encumbrances under sections 105 and 363(f) of the Bankruptcy Code, except as may be expressly set forth in the Purchase Agreement.

11. The transfer of the Purchased Assets does not and will not subject Purchaser to any liability for claims against Debtors by reason of such transfer under the laws of the United States,

any state, territory or possession thereof or the District of Columbia applicable to such transactions, except as may be expressly set forth in the Purchase Agreement.

Corporate Authority; Consents and Approvals

12. Debtors have full corporate power and authority necessary to execute the Purchase Agreement, any related agreement and all other documents contemplated by the Purchase Agreement or such other related agreements, and the sale of the Purchased Assets by Debtors has been duly and validly authorized by all necessary corporate power and authority necessary to consummate the transactions contemplated by the Purchase Agreement. No consents or approvals, other than this Order, are required for Debtors to consummate such transactions.

BASED UPON THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that

(a) The Sale Motion be, and hereby is granted as modified herein and by the Purchase Agreement.

Sale of Assets

(b) The Purchase Agreement and the terms and conditions contained therein and the ancillary documents related thereto are approved in their entirety. The sale of the Purchased Assets to Purchaser is hereby authorized under, among others, sections 363(b) and (f) and 365 of the Bankruptcy Code. Debtors are authorized at the Closing to execute, deliver, implement and fully perform the Purchase Agreement, together with all additional instruments and documents which may be reasonably necessary, convenient, or desirable to implement the terms thereof, and to take all further actions as may be necessary or appropriate to perform the obligations contemplated by the

Purchase Agreement. All objections to the Sale Motion that were not withdrawn or settled on the record are overruled.

(c) Pursuant to sections 105(a), 363(b), 363(e) and 363(f) of the Bankruptcy Code, on the Closing Date, the Purchased Assets and all of Debtors' right, title and interest therein shall be transferred to Purchaser in accordance with the Purchase Agreement and shall be free and clear of (i) all Encumbrances and (ii) claims (as that term is defined in the Bankruptcy Code), taxes (including real property taxes, conveyance taxes, municipal or quasi public water, sewer and utility assessments and all corporate taxes due to the State of Rhode Island) obligations, demands, guaranties, options, rights, contractual commitments, restrictions, interests, royalties and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these cases, whether arising in connection with the transactions authorized by this Order, and whether imposed by agreement, understanding, law, equity or otherwise, against the Purchased Assets or Debtors ((i) and (ii) collectively, "Claims"), except as may be expressly set forth in the Purchase Agreement. At Closing, all such Claims will be released, terminated and discharged as to the Purchased Assets with all such liens attaching to the proceeds of the sale of the Purchased Assets, in the order of their priority, with the same validity, force and effect which they now have as against the Purchased Assets.

(d) All persons and entities holding Claims of any kind and nature with respect to the Purchased Assets (other than as may be expressly set forth in the Asset Purchase Agreement) are hereby forever barred and permanently enjoined from asserting such Claims of any kind and nature against the Purchased Assets or Purchaser or its successors, assigns, or affiliates.

Discharge of Liens

(e) Subject to the terms of any agreement between Purchaser and any party to an Assigned Contract (as defined in the Purchase Agreement) (the "Contract Parties"), this Order (i) is and shall be effective as a determination that, on the Closing Date, except as expressly provided in the Purchase Agreement, all Claims including without limitation claims of any and all federal, state and local taxing authorities existing as to the Purchased Assets prior to the Closing have been and hereby are unconditionally released, discharged, and terminated as to the Purchased Assets and Purchaser and that the conveyance described in this Order has been effected and (ii) is and shall be effective to cause all such Claims to attach to and be perfected in the proceeds of the sale of the Purchased Assets, in the order of their priority, with the same validity, force and effect which they now have as against the Purchased Assets, without the need to file any financing statements or other evidence of perfection. Each and every federal, state, and local governmental agency or department is hereby directed to accept for filing or recording this Order and any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement. Except as otherwise provided in this Order, any issues regarding the extent, validity, perfection, priority, and enforceability of Claims with respect to the proceeds of the sale will be determined by the Court upon proper application at a later date.

Reduction of Prepetition Lenders' Claims Against Estates

(f) Notwithstanding anything to the contrary contained in the Asset Purchase Agreement or otherwise, the Prepetition Lenders' claims against the Debtors' estates shall be reduced in an amount (the "Reduction") equal to and upon actual receipt by the Prepetition Lenders of proceeds (whether cash or notes) from the sale of the Purchased Assets (collectively, the

"Proceeds"), provided that the all cash alternative of the Purchaser's bid shall be valued, for purposes of calculating the Reduction, at the same amount as the sum of (a) the face amount of the notes received by the Prepetition Lenders and (b) the amount of cash received by the Prepetition Lenders in connection with the alternative proposal, provided further that (i) the Prepetition Lenders' claims shall be automatically reinstated (without necessity of further Court order) to the extent and in the amount that, as a result of Court order or agreement between the Prepetition Lenders, the Debtors and the Official Committee of Unsecured Creditors (the "Creditors' Committee"), Proceeds (or proceeds thereof) are delivered by such lenders to the Debtors' estates or any escrow created pursuant to Court order or agreement to hold such Proceeds (or proceeds thereof) and (ii) such claims shall subsequently be reduced in an amount equal to and upon actual receipt by the Prepetition Lenders of proceeds out of such escrow.

No Liabilities

(g) Neither the purchase of the Purchased Assets by Purchaser, nor the subsequent sale, use or exploitation by Purchaser of any Purchased Assets previously exploited by Debtors, will cause Purchaser or any of its affiliates to be deemed a successor in any respect to Debtors' business or a successor employer within the meaning of any revenue, pension, ERISA, tax, labor (including unemployment assessments) or environmental law, rule, or regulation or under any products liability law or doctrine with respect to Debtors' liability under such laws, rules, regulations or doctrines.

Claims; Releases

(h) Effective on the Closing Date all entities, including without limitation, all current and former shareholders and directors of Debtors, and all creditors of Debtors (whether or not such creditor has asserted a claim) shall be deemed to have forever waived and released

unconditionally Purchaser and its affiliates and each of their respective officers, directors, agents and shareholders and all of their respective successors and assigns (the "Purchaser Entities"), of and from any and all rights, claims, actions, causes of action, obligations, suits, judgments, damages, and liabilities of whatsoever kind or nature, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, which such entity now has or may hereafter have arising out of, in connection with or related to the negotiation, execution and approval of the Purchase Agreement, the sale and transfer of the Purchased Assets, or any other act taken in connection with the consummation of the transactions contemplated by the Purchase Agreement.

Transfer of Assets

(i) The transfer of the Purchased Assets to Purchaser and the making, execution, delivery or recordation of any release, lien termination or instrument of transfer or assignment executed in connection with any of the transactions contemplated in connection with the Purchase Agreement or to its schedules is not subject to taxation under any state or local law imposing a sales, stamp, transfer or other similar tax in accordance with section 1146(c) and section 105 of the Bankruptcy Code.

(j) If any of the Purchased Assets are in the care or custody of any non-debtor party, the Debtors shall cause such party to immediately surrender any such Purchased Assets in its care or custody to Purchaser.

Jurisdiction

(k) This Court has exclusive jurisdiction to implement and enforce the terms and provisions of the Purchase Agreement and this Order, including, without limitation, any disputes relating thereto or with respect to the sale, the proceeds of sale, the transfer or assignment and

delivery of the Purchased Assets to Purchaser and Purchaser's peaceful use and enjoyment thereof after the Closing, free and clear of any Claims regardless of whether a plan of reorganization has been confirmed in this case and irrespective of the provisions of any such plan or order confirming such plan.

Assumed Contracts

(l) The assumption and assignment of the Assigned Contracts to Purchaser reflects the exercise of the Debtors' sound business judgment.

(m) The cure amounts in respect of the Assigned Contracts are set forth on Schedule B to the Purchase Agreement. The payment of the cure amount(s) shall satisfy in full any and all monetary or non-monetary obligations that are or may be due under the applicable Assigned Contract required under the Bankruptcy Code (or otherwise) to cure all defaults, and to pay all established actual or pecuniary losses that have resulted from any monetary and/or non-monetary defaults under the applicable Assigned Contract.

(n) Notwithstanding the foregoing, to the extent that the parties to the fifteen (15) executory contracts set forth on Exhibit B hereto have not received notice of the intent to assume and assign their contracts and the amount of cure to be paid, the Debtors agree to promptly seek approval of the Bankruptcy Court of the establishment of the cure amount with respect to each such contract and the assumption and assignment of such contracts to Purchaser, and the Purchaser agrees to either pay such cure amount agreed to by such contract party and Purchaser, or pay such cure amount as may be determined by Court order or inform the Debtors that the Purchaser has no further intention to purchase such contract.

Miscellaneous

(o) The terms and provisions of this Order are binding in all respects upon Debtors; its present and former employees, officers, directors and shareholders; its creditors; the Contract Parties; any entities that received notice of these proceedings; any affected third parties and other parties-in-interest; any persons asserting a Claim against or an interest in Debtors' estates or to any of the Purchased Assets sold, conveyed and assigned or to be assigned under this Order; Purchaser; Prepetition Lenders in connection with loans to Debtors; owners and holders of financing agreements; and all the aforementioned parties' successors or assigns, including, without limitation, any trustee subsequently appointed for Debtors (or any one of them) under the Bankruptcy Code.

(p) The failure specifically to include any particular provision in the Purchase Agreement or the related agreements in this Order will not diminish the effectiveness of such provision, it being the intent of this Court that the Purchase Agreement and related agreements are authorized and approved in their entirety.

(q) This Order is a final order and enforceable upon entry. To the extent necessary under Rules 5003, 7062, 9014, 9021 and 9022 of the Bankruptcy Rules, the Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of this Order. Furthermore, the stay of this Order under Rule 6004(g) is hereby waived by Debtors and Purchaser and terminated by this Order.

(r) Under section 363(m) of the Bankruptcy Code, the reversal or modification of this Order on appeal will not affect the validity of the transfer of the Purchased Assets to Purchaser, as well as the transactions contemplated or authorized by this Order, unless the same is stayed pending appeal prior to the Closing of the transactions authorized by this Order.

(s) Until the earlier to occur of (i) an agreement among the Creditors' Committee, the Debtors and the Prepetition Lenders with respect to the final allocation of such proceeds as approved by order of the Bankruptcy Court; or (ii) an order of the Bankruptcy Court determining the allocation of such proceeds:

1) The cash portion of the sale proceeds, if any, shall be treated as follows: the lesser of (a) 10% of the net cash proceeds or (b) \$4,000,000 shall be held in an interest-bearing escrow account (the "Escrow Account"); the remaining amount of the net cash proceeds shall be paid to the Prepetition Lenders to be applied (subject to the terms of decretal paragraph (f)), pro rata in reduction of, first, the DIP loans and thereafter the pre-petition loans.

2) Any sale proceeds in the form of debt of the Purchaser shall be treated as follows: notes shall be issued to each of the Lenders in accordance with their pro rata share of the prepetition loans; in the event that interest or principal payments on account of such notes are received from Purchaser or the guarantor of the notes, 10% of any such payment will be placed into the Escrow Account until the amount of cash in the Escrow Account equals \$4,000,000.

3) Notwithstanding the provisions of sub-paragraphs 1 and 2 above, the Bankruptcy Court will retain jurisdiction over the sale proceeds, the Purchaser, the guarantor and the Prepetition Lenders.

4) Each of the Prepetition Lenders agrees that it shall not transfer its promissory note to any other person or entity; provided that a Prepetition Lender may transfer its promissory note to a person or entity at least 50% owned by the assignor Prepetition Lender, or by a common parent of both, or to another Prepetition Lender.

(t) If any portion of the sale proceeds is represented by notes of the Purchaser and if the parties agree, or the Bankruptcy Court determines, that the Debtors' estates are entitled to a percentage of the sale proceeds, the Prepetition Lenders will deliver their original notes to the Purchaser and the Purchaser will execute and deliver to each Prepetition Lender and to a representative of the Debtors' estates (the "Estates' Representative") a new note payable to the order of such party in an amount to be determined in accordance with the agreed-upon or Court-ordered allocation of the sale proceeds, and, unless otherwise agreed or ordered by the Bankruptcy Court, an appropriate adjustment shall be made to the amount of cash in the Escrow Account so that the amount of cash remaining in the Escrow Account shall be proportionate to the total amount of cash received in accordance with any allocation of the overall sale proceeds; provided that the Estates' Representative's note shall not be assignable or transferrable, except to a substitute Estates' Representative approved by the Court, or, with the consent of the Prepetition Lenders and order of the Bankruptcy Court, to one or more of the Prepetition Lenders. Upon receipt by the Estates' Representative of a note, the Estates' Representative will be deemed a lender under the loan agreement with the Purchaser, and the Purchaser, the guarantor, the Prepetition Lenders and the Estates' Representative will execute such amendments to the loan documents and take such other actions as may be necessary in order to cause the Estates' Representative to become a lender thereunder. In the event that the debt to be issued by the Purchaser consists of both term notes and revolving notes, the Estates' Representative shall receive term notes and the term notes of the Prepetition Lenders shall be adjusted accordingly. In addition, if the sale proceeds consist entirely of cash and if the parties agree, or the Bankruptcy Court determines, that the Debtors' estates are

entitled to a percentage of the sale proceeds, an appropriate adjustment shall be made to the amount of cash in the Escrow Account consistent with such agreement or Bankruptcy Court order.

(u) The Creditors' Committee and the Prepetition Lenders agree that any allocation of the purchase price among the assets by the Purchaser or the Debtors shall not be relied upon by either of them for purposes of determining the allocation of the sale proceeds in any dispute between the Creditors' Committee and the Prepetition Lenders.

(v) The Sale shall not affect pre-existing rights of the Creditors' Committee, if any, to assert Bankruptcy Code section 506(c) claims against the collateral (or proceeds thereof) of the Prepetition Lenders or the consideration delivered by the Purchaser to the Prepetition Lenders.

(w) Nothing herein shall in any way affect or impair the reservation of rights in favor of the Creditors' Committee contained in paragraph 22 of the Final DIP Order dated May 31, 2000.

(x) Nothing in paragraphs (s), (t), (u), (v) or (w) hereof shall in any way affect or impair the ability of Purchaser to prepay the amount of such loan.

Implementation of Transfer

(y) The Debtors shall have the right to seek relief from this Court consistent with decretal paragraphs (j) and (k) hereof on three (3) business days' notice to the non-debtor parties holding such goods, counsel to the Creditors' Committee and counsel to the Prepetition Lenders.

Change of Name

(z) The Debtors are authorized to change their corporate names so that they no longer include the names "Monet" and the caption of the Debtors' cases shall be changed to reflect the Debtors' new corporate names effective immediately upon the Debtors' filing of notice of such

change with this Court. Purchaser hereby permits and the Court hereby authorizes the Debtors to commence and prosecute any proceedings and contested matters in the corporate names of the Debtors.

Dated: Wilmington, Delaware
July 7, 2000


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

PHIL1-337225-7 July 7, 2000 (5:00pm)

16

CC: Kortanick & USF 7/10/00