

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Bankruptcy Court Order authorizing the sale of assets free and clear of any interests, including the security interest recorded at Reel/Frame 3479/0081

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Capital Business Credit LLC		03/26/2007	Financial Institution: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Alco Industries, Inc.
<b>Street Address:</b>	111 Melrich Road
<b>City:</b>	Cranbury
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08512
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2508114	LITETYME
Registration Number:	2572813	ALCO VALUES FOR THE HOME
Registration Number:	2524399	PRESCOTT FORGE
Registration Number:	2717483	ALCO
Registration Number:	3075284	COUNTERTOPS
Registration Number:	3048007	LINDSEY JORDAN

**CORRESPONDENCE DATA**

Fax Number: (312)862-2200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-862-6371  
 Email: renee.prescan@kirkland.com  
 Correspondent Name: Renee Prescan  
 Address Line 1: 300 North LaSalle Street  
 Address Line 2: Kirkland & Ellis LLP

**900190386**

**TRADEMARK  
 REEL: 004529 FRAME: 0660**

**CH \$165.00 2508114**

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 41912-79 RMP

NAME OF SUBMITTER: Renee M. Prescan

Signature: /Renee M. Prescan/

Date: 04/27/2011

**Total Attachments: 35**

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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re: ) Chapter 11  
)  
Global Home Products LLC, et al.,<sup>1</sup> ) Case No. 06-10340 (KG)  
) (Jointly Administered)  
)  
Debtors. ) **Related Docket: 1276**

**ORDER AUTHORIZING: (A) SALE OF SUBSTANTIALLY ALL ASSETS OF THE ANCHOR HOCKINGS DEBTORS, AND (B) ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED EQUIPMENT LEASES**

THIS MATTER is before the Court on the motion (the "Motion")<sup>2</sup> of Global Home Products, LLC ("GHP"), together with certain of its debtor subsidiaries, Anchor Hocking Operating Company LLC and Anchor Hocking GC Operating Company LLC (collectively "Sellers" and together with GHP, the "Debtors"), as debtors and debtors-in-possession in the above-captioned chapter 11 cases, for entry of an order, pursuant to 11 U.S.C. §§ 105(a), 362, 363(b), (f) and (m), 364(c)(1), 365, 1107, 1108 and 1146 (the "Bankruptcy Code"), and Rules 2002, 6004, 6006, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); (A) approving the Asset Purchase Agreement, as such agreement may

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<sup>1</sup> The Debtors are the following entities: Global Home Products LLC; GHP Holding Company LLC; GHP Operating Company LLC; Anchor Hocking Acquisition Inc.; Anchor Hocking Inc.; AH Acquisition Puerto Rico, Inc.; Anchor Hocking Consumer Glass Corporation; Anchor Hocking CG Operating Company LLC; Anchor Hocking Operating Company LLC; Burnes Acquisition Inc.; Intercraft Company; Burnes Puerto Rico, Inc.; Picture LLC; Burnes Operating Company LLC; Mirro Acquisition Inc.; Mirro Puerto Rico, Inc.; Mirro Operating Company LLC.

<sup>2</sup> Unless otherwise stated, all capitalized terms not defined herein shall have the same meaning as set forth in the Asset Purchase Agreement.

have been amended (the "Agreement") by and between the Debtors and the Purchaser pursuant to which the Purchaser has offered to acquire the Acquired Assets<sup>3</sup> and which is attached hereto as Exhibit A; (B) granting the Sellers authority to sell all properties, assets, rights, titles, and interests of every kind and nature, owned, licensed or leased by Sellers as further set forth in the Agreement free and clear of liens, claims, interests and encumbrances; (C) authorizing Sellers to assume and assign the Assumed Executory Contracts; the Motion having been served upon (i) the Office of the United States Trustee; (ii) counsel for the Official Committee of Unsecured Creditors (the "Committee"); (iii) the Purchaser (as defined in the Motion) and its counsel; (iv) all persons or entities known or reasonably believed to have asserted a lien on, or security interest in, any of the Acquired Assets known to the Debtors, including without limitation Wachovia Bank, National Association and Madeline L.L.C., or their respective counsel; (v) the counterparty to each of the Assumed Executory Contracts, or their respective counsel; (vi) all state and federal taxing authorities having jurisdiction over any of the Acquired Assets, including the Internal Revenue Service; (vii) all state environmental authorities in the States where the Acquired Assets are located, and the federal Environmental Protection Agency; (viii) all relevant labor union and employee benefit plan representatives, or their respective counsel; (ix) the United States Attorney for the District of Delaware; (x) the Securities and Exchange Commission; (xi) the Internal Revenue Service; (xii) the United States Department of Justice; and (xiii) all potential buyers known by the Debtors, or their respective counsel; and it appearing

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<sup>3</sup> "Acquired Assets" means those properties, assets, titles, and interests of owned, licensed or leased by Sellers as of the date on which Closing occurs under the Asset Purchase Agreement, that are described in the Asset Purchase Agreement, Section 2.1.

that proper and adequate notice of the Motion has been given and that no other or further notice is required; and it appearing that the court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon,

NOW, THEREFORE, THE COURT HEREBY FINDS THAT:

**A. Jurisdiction, Final Order and Statutory Predicates**

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. § 1334. This proceeding is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (N) and (O). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

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

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

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

**B. Notice of Sale of the Purchased Assets**

5. The Sale Notice approved by this Court was served upon (i) the Office of the United States Trustee; (ii) counsel for the Committee; (iii) the Purchaser and its counsel; (iv) all persons or entities known or reasonably believed by the Debtors to have asserted a lien

on, or security interest in, any of the Acquired Assets, including without limitation Wachovia Bank, National Association and Madeline L.L.C., or their respective counsel; (v) the counterparty to each of the Assumed Executory Contracts, or their respective counsel; (vi) all state and federal taxing authorities having jurisdiction over any of the Acquired Assets, including the Internal Revenue Service; (vii) all state environmental authorities in the States where the Acquired Assets are located, and the federal Environmental Protection Agency; (viii) all relevant labor union and employee benefit plan representatives, or their respective counsel; (ix) the United States Attorney for the District of Delaware; (x) the Securities and Exchange Commission; (xi) the Internal Revenue Service; (xii) the United States Department of Justice; and (xiii) all potential buyers known by the Debtors, or their respective counsel.

6. Notice of the Sale was also published in (i) a newspaper of national circulation, (ii) the Columbus Dispatch, (iii) the Lancaster Eagle-Gazette, (iv) Beaver County Times & Allegheny Times, and (v) the Toronto Star.

7. Notice of the Motion and the Sale, having been given as described above, is proper, timely, adequate, sufficient and proper under the circumstances and no other or further notice is required.

8. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities.

9. All parties and entities have been afforded the right to submit higher or otherwise better offers for all or any portion of the Acquired Assets in accordance with the bidding procedures approved by this Court.

**C. Good Faith Of Purchaser**

10. Anchor Acquisition, LLC, a Delaware limited liability company and Anchor Holdings, Inc., a Delaware corporation ("Purchaser") is purchasing the Acquired Assets in good faith and is a good faith purchaser within the meaning of 11 U.S.C. § 363(m), and is therefore entitled to the protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that: (a) Purchaser recognized that the Sellers were free to deal with any other party interested in acquiring the Acquired Assets; (b) Purchaser complied with the provisions in the Bidding Procedures Order; (c) Purchaser in no way induced or caused the Chapter 11 filing of the Debtors; (d) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Sale have been disclosed; (e) Purchaser has not violated 11 U.S.C. § 363(n) by any action or inaction; and (f) the negotiation and execution of the Agreement and any other agreements or instruments related thereto was in good faith.

**D. Highest and Best Offer**

11. The Sellers conducted an auction process in accordance with, and have 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 person or entity to make a higher or otherwise better offer to purchaser the Acquired 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 Acquired Assets.

12. The Agreement constitutes the highest and best offer for the Acquired Assets, and will provide a greater recovery for the Sellers' estates than would be provided by any other available alternative. The Debtors' determination that the Agreement constitutes the highest and best offer for the Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment.

13. The Agreement represents a fair and reasonable offer to purchase the Acquired Assets under the circumstances of these chapter 11 cases. No other person or entity or group of entities has offered to purchase the Acquired Assets for greater economic value to the Sellers' estates than the Purchaser.

14. Approval of the Sale Motion and the Agreement and the consummation of the transactions contemplated thereby is in the best interests of the Sellers, their creditors, Sellers' estates and other parties in interest.

15. The Sellers have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale prior to, and outside of, a plan of reorganization.

16. The consideration provided by the Purchaser pursuant to the Agreement 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.

17. The Debtors have full corporate power and authority to execute and deliver the Agreement and all other documents contemplated thereby, and no further consents or approvals are required for the Sellers to consummate the transactions contemplated by the Agreement, except as otherwise set forth in the Agreement.



**E. Purchaser is Not a Mere Continuation of the Debtors**

18. The Purchaser is not merely a continuation of the Debtors, there is not substantial continuity between the Purchaser and the Debtors, and there is no continuity of enterprise between the Debtors and the Purchaser.

19. No common identity of incorporators, directors or stockholders exists between Purchaser and the Debtors.

20. The Sale is not being entered into fraudulently. The Sale has been properly noticed.

21. Purchaser is not holding itself out to the public as a continuation of the Debtors.

22. The Purchaser is not, as a result of any action taken in connection with the purchaser of the Acquired Assets or otherwise, (1) a successor to the Debtors (other than with respect to the Assumed Obligations and any obligations arising under the relevant Assumed Executory Contracts from and after the Closing); or (2) has not, de facto or otherwise, merged or consolidated with or into the Debtors.

**F. No Successor Liability**

23. The Purchaser does not constitute a successor to the Debtors or the estates.

24. The Sale does not amount to a consolidation, merger or de facto merger of Purchaser and the Debtors

**G. Assumption and Assignment of Executory Contracts and Leases**

25. The Sellers may assume the Assumed Executory Contracts, as identified in Schedules 2.1(a)(vi) and 2.1(a)(ix) of the Agreement, and assign each of them to the Purchaser

pursuant to Section 365 of the Bankruptcy Code free and clear of all Encumbrances, as defined below, and notwithstanding any anti-assignment clause as provided in Section 365(f) of the Bankruptcy Code. The assumption and assignment of the Assumed Executory Contracts pursuant to the terms of this Order is integral to the Agreement and is in the best interests of the Sellers and the Sellers' estates, creditors and other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Sellers.

26. The respective amounts set forth on **Exhibit A** (Schedules 2.1(a)(vi) and 2.1(a)(ix) of the Agreement) hereto are the sole amounts necessary under sections 365(b)(1)(A) and (B) and 365(f)(2)(A) of the Bankruptcy Code to cure all defaults and pay all actual pecuniary losses under the Assumed Executory Contracts (the "Cure Amounts"). The Sellers shall pay the Cure Amounts for each contract for which there is a loss, up and until the cure obligations exceed the Cure Cap, as defined in the Agreement. The Purchaser shall pay all cure obligations in excess of the Cure Cap.

27. The Purchaser has provided adequate assurance of its future performance under the relevant Assumed Executory 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.

**H. Section 363 Sale**

28. The conditions of Section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Sellers may sell the Acquired Assets free and clear of any interest in the property.

29. With respect to any and all entities and persons asserting any options, pledges, security interests, claims, equities, reservations, third party rights, voting trusts or

similar arrangements, Liens (other than easements, restrictive covenants, leases and licenses encumbering property owned by the Sellers), charges or other encumbrances or restrictions on or conditions to transfer or assignment of any kind (including, without limitation, restrictions or conditions on or to the transfer, assignment or renewal of licenses, permits registrations and authorizations or approvals of or with respect to governmental units and instrumentalities), whether direct or indirect, absolute or contingent, matured or unmatured, liquidated or unliquidated on or against the Acquired Assets or the Sellers (collectively, the "Encumbrances"), either (i) such person or entity has consented to the sale and transfer, license and assignment, as applicable, free and clear of its Encumbrance, with such Encumbrance to attach to the net proceeds of such sale and transfer, license and assignment, as applicable, respectively, (ii) applicable nonbankruptcy law permits sale of the assets free and clear of such Encumbrance, (iii) such Encumbrance is in bona fide dispute, or (iv) such person or entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such Encumbrance.

30. The Purchaser would not have entered into the Agreement and would not consummate the transactions contemplated thereby if the sale of the Acquired Assets to the Purchaser or (to the extent permitted by the Agreement) its respective assignees, the assumption, assignment and sale of the Assumed Executory Contracts to the Purchaser or (to the extent permitted by the Agreement) its respective assignees, and the assumption of the Assumed Obligations by the Purchaser or (to the extent permitted by the Agreement) its respective assignees were not, except as otherwise provided in the Agreement with respect to the Assumed Obligations and Permitted Liens, free and clear of all Encumbrances of any kind or nature whatsoever, or if the Purchaser would, or in the future could (except and only to the extent

expressly provided in the Agreement or any amendments thereto, and with respect to the Assumed Obligations), be liable for any of such Encumbrances or other future liabilities arising out of past conduct of the Sellers or the Sellers' past ownership of the Acquired Assets (such other liabilities or obligations being referred to collectively as the "Successor Liabilities"), including, but not limited to, Encumbrances or Successor Liabilities in respect of the following (the following being referred to collectively as the "Successor Liability Documents, Statutes and Claims"): (1) any employment or labor agreements; (2) all deeds of trust and security interests; (3) any pension or medical benefit plan of the Sellers, compensation or other employee benefit plan of the Sellers, welfare, agreements, practices and programs; (4) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to: (a) the Employee Retirement Income Security Act of 1974, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Worker Adjustment and Retraining Act of 1988, (g) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (h) the Americans with Disabilities Act of 1990, (i) the Consolidated Omnibus Budget Reconciliation Act of 1985, (j) state discrimination laws, (k) state unemployment compensation laws or any other similar state laws, or (l) any other state or federal benefits or claims relating to any employment with the Sellers or any predecessors; (5) environmental or other claims or Liens arising from existing conditions on or prior to the Closing (including, without limitation, the presence of hazardous, toxic, polluting or contaminating substances or waste) that 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., or other state statute; (6) any bulk sales or similar law; and (7) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and (8) any theories of successor liability, including any theories on successor products liability grounds.

31. The Purchaser is not purchasing all of the Sellers' assets. The Purchaser is only purchasing the Acquired Assets and is not purchasing any assets other than the Acquired Assets, to the extent set forth in the Agreement. The Acquired Assets do not include: (a) any and all rights belonging to Sellers under the Agreement, (b) any and all avoidance claims or causes of action arising under the Bankruptcy Code or applicable state Law, including all rights and avoidance claims of any Debtor arising under chapter 5 of the Bankruptcy Code; (c) the Excluded Contracts as defined by the Agreement; (d) any asset or Contract set forth on Schedule 2.3(c) of the Agreement; (e) all assets maintained pursuant to or in connection with any Employee Benefit Plan; (f) any equity securities owned by either Debtor; (g) all rights to proceeds under casualty insurance policies relating to the foregoing Excluded Assets and all rights to insurance proceeds under liability insurance policies (including general public liability insurance policies); (h) claims, causes of action and indemnities related to the Excluded Contracts, the Excluded Assets or the Other Employees; (i) any cash, checks or other property Purchaser is required to deliver to Sellers pursuant to Section 13.7 of the Agreement; (j) all intercompany accounts and notes receivable (whether current or noncurrent) and all causes of action to enforce such accounts and notes receivable of or held by any Seller Party and owing

from any other Seller Party or any Affiliate of any Seller Party; and (k) the right to receive and retain mail and other communications related to the foregoing Excluded Assets.

32. The Purchaser is not assuming all of the Sellers' liabilities. The Purchaser is only assuming the Assumed Obligations and is not assuming any liabilities other than the Assumed Obligations. The Assumed Obligations do not include any Indebtedness, Claim, Liability, Employee Benefit Plan, Collective Bargaining Agreement, Excluded Environmental Liability or other obligation of any Seller or any predecessor or Affiliate of any Seller whatsoever or any ERISA Affiliate other than the Assumed Obligations, all as provided in the Agreement.

33. The Sellers are not assuming and assigning all of their contracts and leases to the Purchaser. The Sellers are only assuming and assigning to the Purchaser the Assumed Executory Contracts in accordance with the terms of the Agreement and are not assuming and assigning any executory contracts or leases other than the Assumed Executory Contracts.

34. Given all of the circumstances of the Sellers' Chapter 11 cases and the adequacy and fair value of the purchase price under the Agreement, the proposed Sale of the Acquired Assets to Purchaser constitutes a reasonable and sound exercise of the Sellers' business judgment and should be approved.

**I. Miscellaneous**

35. All findings of fact and conclusions of law announced by the Court at the hearing in relation to the Motion are hereby incorporated herein.

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

1. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to the Court at the hearing on the Motion or by stipulation filed with the Court, and all reservations of rights included therein, are, except as provided in other orders of the Court, hereby overruled on the merits or the interests of such objections have been otherwise satisfied or adequately provided for.

2. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Sellers to sell and transfer the Acquired Assets to the Purchaser in accordance with the terms of the Agreement and this Order (other than by an appeal timely taken with respect to this Order or a motion timely made under Bankruptcy Rules 9023 or 9024).

3. The Agreement is hereby approved in all respects, and shall be deemed in full force and effect, binding and benefiting the Sellers and the Purchaser.

4. The Sellers and ParentCo. are authorized and empowered to execute and deliver to the Purchaser the Agreement and the other agreements contemplated thereby, and to implement and consummate all of the transactions and perform all obligations contemplated by the Agreement, including, without limitation, to sell the Acquired Assets to the Purchaser and to assume and assign to the Purchaser the Assumed Executory Contracts, all on the terms of the Agreement, for the purchase price set forth therein, and determined in accordance with the Agreement. The Sellers are authorized and empowered to deliver special warranty deeds, bills of sale, assignments and other such documentation that may be necessary or requested by the Purchaser in accordance with the terms of the Agreement to evidence the transfers required by the Agreement.

5. Upon the Closing, the Purchaser shall take title to and possession of the Acquired Assets subject only to the Permitted Liens and Assumed Obligations. Pursuant to Section 363(f) of the Bankruptcy Code and the Agreement, including any amendments thereto, with the exception of such Permitted Liens, the transfer of title to the Acquired Assets and the Assumed Executory Contracts shall be free and clear of any interest and free of all Encumbrances, including, any options, pledges, security interests, claims, equities, reservations, third party rights, voting trusts or similar arrangements, Liens, charges or other encumbrances or restrictions on or conditions to transfer or assignment of any kind, whether direct or indirect, absolute or contingent, matured or unmatured, liquidated or unliquidated on or against the Acquired Assets or the Sellers. Further, except as provided in the Agreement, transfer of title and possession of the Acquired Assets shall be free and clear of any claims pursuant to any successor or successor-in-interest liability theory, including the following: (1) any employment or labor agreements; (2) all deeds of trust and security interests; (3) any pension or medical benefit plan of the Sellers, compensation or other employee benefit plan of the Sellers, welfare, agreements, practices and programs; (4) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Worker Adjustment and Retraining Act of 1988, (g) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (h) the Americans with Disabilities Act of 1990, (i) the Consolidated Omnibus Budget Reconciliation Act of 1985,



(j) state discrimination laws, (k) state unemployment compensation laws or any other similar state laws, or (l) any other state or federal benefits or claims relating to any employment with the Sellers or any predecessors; (5) environmental or other claims of Liens arising from existing conditions on or prior to the Closing (including, without limitation, the presence of hazardous, toxic, polluting or contaminating substances or waste) that 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., or other state statute; (6) any bulk sales or similar law; and (7) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and (8) any theories of successor liability, including any theories on successor products liability grounds. Notwithstanding the above, the Purchaser shall not be relieved of liability with respect to the applicable Assumed Obligations, including any obligations accruing under the Assumed Executory Contracts from and after the Closing. All Encumbrances shall attach solely to the net proceeds of the Sale with the same validity and priority as they attached to the Acquired Assets, provided that, the net proceeds of such sale shall be remitted at Closing to Wachovia to the extent necessary to satisfy all obligations owed to Wachovia, pursuant to the final order approving that certain Ratification and Amendment Agreement, entered by this Court on May 4, 2006, at Docket No. 184, and any net proceeds in excess of such amount paid to Wachovia shall be held by the Debtors (the "Excess Proceeds"), subject to further order of the Bankruptcy Court on notice to Wachovia until such time as the claims and liens of Wachovia have been subject to full and final allowance. Notwithstanding the foregoing, (i) if the Committee withdraws its complaint against Wachovia filed on March 23, 2007, which complaint commenced Adversary Proceeding 07-50868 (the

"Complaint"), the Excess Proceeds will no longer be required to be held by the Debtors pursuant to the provisions of the preceding sentence; (ii) if the Committee caps the amount of the claims and liens that it seeks to disallow and avoid pursuant to the Complaint (the "Capped Claims"), the Excess Proceeds will only be required to be held pursuant to the preceding sentence in the amount of the Capped Claims plus \$250,000 for counsel fees to Wachovia; and (iii) nothing herein shall prejudice the Debtors' rights to seek approval from the Bankruptcy Court for use of any of Wachovia's asserted cash collateral and Wachovia's rights to oppose.

6. The Purchaser is not a mere continuation of the Sellers nor does the Purchaser constitute a successor to the Sellers. Except as otherwise set forth in the Agreement, the Purchaser is not expressly or impliedly agreeing to assume any of the Sellers' liabilities, the transactions contemplated by the Agreement do not amount to a consolidation, merger or a de facto merger of the Sellers and any Purchaser, the Purchaser is not merely a continuation of the Sellers, and the transactions contemplated by the Agreement are not being entered into fraudulently or in order to escape liability from the Sellers' debts.

7. This Order shall be binding in all respects upon the Sellers, their estates, all creditors of, and holders of equity interests in, any Seller (whether known or unknown), any holders of Encumbrances on the Acquired Assets, all non-Seller parties to the Assumed Executory Contracts, all successors and assigns of the Purchaser, each Debtor and their affiliates and subsidiaries, the Acquired Assets and any trustees, if any, subsequently appointed in the Sellers' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Sellers' cases. This Order and the Agreement shall inure to the benefit of the Debtors, their estates, their creditors, the Committee, the Purchaser and their respective successors and assigns.

8. Effective upon the Closing Date and except as otherwise provided by stipulations filed with or announced to the Court with respect to a specific matter, all persons and entities are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding (other than by an appeal timely taken with respect to this Order or a motion timely made under Bankruptcy Rules 9023 or 9024) against the Purchaser, its successors and assigns, or the Acquired Assets with respect to any (a) Encumbrance arising under, out of, in connection with or in any way relating to the Sellers, the Purchaser, the Acquired Assets, the operation of the Acquired Assets prior to the Closing of the sale of the Acquired Assets, 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, 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 Lien or other Encumbrance against the Purchaser, its successors, assets or properties;
- (iv) Asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the Purchaser or its successors;
- (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 the Court, or the agreements or actions contemplated or taken in respect thereof; or

(vi) Revoking or terminating any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets.

9. Without limiting the generality of the foregoing, except as otherwise specifically set forth in the Agreement, the Purchaser shall not assume or be obligated to pay, perform or otherwise discharge any workers' compensation debts, obligations and liabilities of the Sellers arising pursuant to state law or otherwise. This Order is intended to be all inclusive and shall encompass, but not be limited to, workers' compensation claims or suits of any type, whether now known or unknown, whenever incurred or filed, which have occurred or which arise from work-related injuries, diseases, death, exposures, intentional torts, acts of discrimination or other incidents, acts, or injuries prior to the relevant Closing Date, including, but not limited to, any and all workers' compensation claims filed or to be filed, or reopenings of those claims, by or on behalf of any of the Sellers' current or former employees, persons on laid-off, inactive or retired status, or their respective dependents, heirs or assigns, as well as any and all premiums, assessments or other obligations of any nature whatsoever of the Sellers relating in any way to workers' compensation liability, except as otherwise specifically set forth in the Agreement.

10. In addition, without limiting the generality of the foregoing, except as otherwise specifically set forth in the Agreement, the Purchasers shall not assume or be obligated to pay, perform or otherwise discharge any debts, obligations and liabilities of the Sellers arising pursuant to the Sellers' ownership or operation of their assets or facilities prior to the date of the Closing, including, but not limited to, any Successor Liabilities in respect of the Successor

Liability Documents, Statutes and Claims or otherwise, provided that nothing in the Order shall diminish or derogate from Purchaser's obligations with respect to the Assumed Obligations.

11. All entities that are in possession of some or all of the Acquired Assets on the Closing Date are directed to surrender possession of such Acquired Assets to the Purchaser or its assignee at the Closing.

12. Except for the Assumed Obligations or as otherwise expressly provided for in this Order or the Agreement, the Purchasers shall not have any liability or responsibility for any liability or other obligation of the Sellers arising under or related to the Acquired Assets. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the Agreement, the Purchaser shall not be liable for any claims against the Sellers or any of their predecessors or affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger or substantial continuity, whether known or unknown as of the applicable Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Sellers or any obligations of the Sellers arising prior to the Closing, including, but not limited to any Liability of either Seller or ParentCo or to any Affiliate of the Seller Parties (including Liabilities relating to the pre-petition or post-petition operation of the Business, the Excluded Assets or to the Acquired Assets (and the use thereof)), whether relating to or arising out of the Business, the Excluded Assets or the Acquired Assets or otherwise, other than the Assumed Obligations. In furtherance and not in limitation of the foregoing, except as specifically set forth in Section 2.2 of the Agreement, neither Purchaser nor any of its Affiliates shall assume, and shall not be deemed to have

assumed, any Indebtedness (including Sellers' letter of credit related to workers compensation), Claim, Liability (including Liabilities for and related to workers compensation), Employee Benefit Plan (including the Sellers' FY 2007 Management Incentive and Bonus Plan), Collective Bargaining Agreement, Excluded Environmental Liability or other obligation of any Seller or any predecessor or Affiliate of any Seller whatsoever, ParentCo or any ERISA Affiliate other than the Assumed Obligations (any such obligations, the "Unassumed Liabilities"). The consideration given by the Purchaser shall constitute valid and valuable consideration of any potential claims of successor liability of the Purchaser, which releases shall be deemed to have been given in favor of the Purchaser by all holders of Encumbrances against the Sellers or the Acquired Assets.

13. Upon the Closing of the Sale and the payment of the applicable Cure Amounts by the Sellers, up to the Cure Cap, and then by Purchaser, the Sellers are authorized to assume and assign each Assumed Executory Contract to the Purchaser free and clear of all Encumbrances. The payment of such Cure Amounts (if any) shall (a) effect a cure of all defaults existing thereunder as of the Closing Date, (b) compensate for any actual pecuniary loss to such non-Seller party resulting from such default, and (c) together with the assumption of the Assumed Executory Contracts by the Purchaser, constitute adequate assurance of future performance thereof. The Purchaser shall then have assumed the Assumed Executory Contracts and, pursuant to section 365(f) and 365(k) of the Bankruptcy Code, the assignment by the Sellers of such Assumed Executory Contracts shall not be a default thereunder. After the payment of the relevant Cure Amounts, neither the Sellers nor the Purchaser shall have any further liabilities to the non-Debtor parties to the Assumed Executory Contracts other than the Purchaser's

obligations under the Assumed Executory Contracts that become due and payable on or after the Closing Date, or otherwise pursuant to the Assumed Obligations.

14. Any provisions in any Assumed Executory Contract that prohibit or condition the assignment of such Assumed Executory Contract or allow the party to such Assumed Executory Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Assumed Executory 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 Sellers and assignment to the Purchaser of the Assumed Executory Contracts have been satisfied. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested with all rights, title and interest of the relevant Debtor under the applicable Assumed Executory Contracts. Any provisions of any lease of real property constituting an Assumed Executory Contract that purports to permit the landlords thereunder to cancel the remaining term of such lease if the Sellers discontinue their use or operation of the leased real property is void and of no force and effect, and shall not be enforceable against the Purchaser and any sublessees thereof, and the landlord under such lease shall not have the right to cancel or otherwise modify such lease or increase the rent, assert any claim or impose any penalty by reason of such discontinuation, the Sellers' cessation of operations, the assignment of such lease to the Purchaser or its assignee or the interruption of business activities at any of the leased premises.

15. Upon the Closing and the payment of the relevant Cure Amounts by the Purchaser, the Purchaser shall be deemed to be substituted for each relevant Debtor as a party to

the applicable Assumed Executory Contracts and the Sellers shall be relieved from all liability on such Assumed Executory Contracts arising after the Closing.

16. Upon the payment of the applicable Cure Amount, if any, and subject to the terms of the stipulation of the parties to any Assumed Executory Contract filed with the Court, if any, (a) each Assumed Executory Contract shall constitute a valid and existing interest in the property subject to such Assumed Executory Contract, (b) none of the Sellers' rights will have been released or waived under any such Assumed Executory Contracts, (c) the Assumed Executory Contracts shall remain in full force and effect, and (d) no default shall exist under the Assumed Executory Contracts, nor shall there exist any event or condition which, with the passage of time or the giving of notice, or both, would constitute such a default.

17. The Purchaser has provided adequate assurance of its future performance under the relevant Assumed Executory 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.

18. There shall be no rent accelerations, assignment fees, increases (including advertising rates) or any other fees charged to Purchaser as a result of the assumption and assignment of the Assumed Executory Contracts.

19. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, all parties to the Assumed Executory Contracts are forever barred and enjoined from raising or asserting against Purchaser any assignment fee, default, breach or claim or pecuniary loss, or condition to assignment, arising under or related to the Assumed Executory Contracts existing as of the Closing or arising by reason of the Closing, except for any postpetition amounts that are Assumed Obligations being assumed by the Purchaser under the Agreement.



20. The Purchaser is a good faith purchaser 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.

21. Pursuant to Rules 7062, 9014, 6004(g) and 6006(d) of the Federal Rules of Bankruptcy Procedure, this Order shall be effective immediately upon entry and the Sellers are authorized to close the Sale immediately upon entry of the Sale Order.

22. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Liens and other Encumbrances of record against or in the Acquired Assets shall not have delivered to the Sellers or the Purchaser prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfactions, releases of all Liens and other Encumbrances that the person has with respect to the Acquired Assets, or otherwise, then (i) the each of the Sellers and the Purchaser are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the Purchaser or entity with respect to the Acquired Assets and (ii) 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 Liens and other Encumbrances against or in the Acquired Assets except the Permitted Liens.

23. The automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to implement the terms and conditions of the Agreement and the provisions of this Order. If any person or entity which has filed statements or other documents or agreements evidencing Liens on, or interests in, the Acquired Assets shall

not have delivered to the Sellers prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and encumbrances, and any other documents necessary for the purpose of documenting the release of all Liens which the person or entity has or may assert with respect to the Acquired Assets, the Purchaser is hereby authorized, to execute such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Acquired Assets.

24. This Order is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal 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 persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement.

25. This Order constitutes authorization under all applicable jurisdictions versions of the Uniform Commercial Code for the Purchaser to file UCC termination statements with respect to all security interests in or liens on the Acquired Assets.

26. Nothing contained in this Order shall affect or impair the claims, rights and powers of the United States of America; provided, however, that, except as otherwise

provided in the Agreement, any such claims, rights or powers of the United States of America shall not be construed in any way as Assumed Obligations under this Order or the Agreement.

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

28. The Sellers are authorized to pay brokers' commissions to those brokers listed on Scheduled 4.15 of the Agreement. The Purchaser incurred no brokers' fees in connection with the Sale.

29. The failure specifically to include any particular provision of the Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

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

31. Nothing in this Order shall affect or modify the substantive claim(s) of Industria Mexicana del Aluminio, S.A. de CV ("IMASA") (included but not limited to any claim(s) arising under Sections 503(b)(9) and 546 of the Bankruptcy Code), IMASA's assertions for payment on its claim(s), or any issues or objections IMASA may have with respect to a proposed release of Madeleine and/or Cerberus. The Debtors reserve all rights with respect to the foregoing.

32. Notwithstanding anything to the contrary in the Agreement, the following shall also constitute Excluded Assets: (i) all rights, claims and causes of action of any Seller

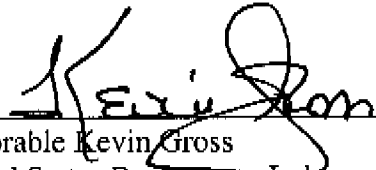
against former or current officers, directors, employees, members, interest holders, principals, agents, lenders, lienholders, representatives of such Seller, except against Mark Eichhorn in the event he is employed by the Purchaser in any capacity, and (ii) any and all estate causes of action for money damages. The Purchaser shall provide each of the Debtors (including any reorganized debtors), the Committee, and any other subsequently appointed estate fiduciary reasonable access to any Books and Records sold to the Purchaser.

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

34. The objection of Perot Systems Corporation ("Perot") is withdrawn. Nothing in this Order shall be deemed to alter or modify the rights or obligations of either of the Debtors or Perot under that certain Amended and Restated Master Information Technology Services Agreement, dated as of September 1, 2006, by and between Global Home Products LLC and Perot (the "Amended MSA") or the order approving the assumption of the Amended MSA with respect to (i) the assignment of the Amended MSA, or (ii) the provision of services to parties other than the Debtors after the Closing of the Sale.

35. To the extent that any provisions of this Order shall be inconsistent with the provisions in the Agreement, any prior order, or any pleading with respect to the motions in this case, the terms of this Order shall control.

Dated: March 26 2007

  
\_\_\_\_\_  
Honorable Kevin Gross  
United States Bankruptcy Judge

**EXHIBIT A**

<b>Debtor Party</b>	<b>Counterparty</b>	<b>Assumed Executory Contract</b>	<b>Cure Amount</b>
Anchor Hocking Glass Company	41 Madison L.P. Attn: William C. Rudin 41 Madison Ave New York, NY 10010	Agreement of Lease between 41 Madison L.P. and Anchor Hocking Glass Company dated September 30, 2004	\$17,737.81
Anchor Hocking Glass Co.	Abramson-DiBenedetto Dave Abramson 23 Bradford Street West Concord, MA 01742	Agreement dated December 23, 2004 between Anchor Hocking Glass Co. and Abramson-DiBenedetto	\$0.00
Anchor Hocking CG Operating Company, LLC	Advance Marketing Jon Hill 1775 West 2300 South Salt Lake City, UT 84119	Manufacturer's Representative Agreement dated August 1, 2004 between Anchor Hocking CG Operating Company, LLC and Advance Marketing International, Inc.	\$0.00
Anchor Hocking	AHP Machine & Tool 1765 West Fair Ave Lancaster, OH 43130	Rental Agreement - Glass Lab	\$13,520.00
Global Home Products LLC	AIG Todd Schreck (Hylant-Broker) 6225 Oak Tree Blvd. P.O. Box 318087 Cleveland, OH 44131-8087	Property Insurance/General Liability effective 4/13/05 - 4/13/06 with Global Home Products LLC	\$0.00
Global Home Products LLC	AIG Todd Schreck (Hylant-Broker) 6225 Oak Tree Blvd. P.O. Box 318087 Cleveland, OH 44131-8087	Automobile Insurance effective 4/13/06 - 4/13/07 with Global Home Products LLC	\$0.00
Anchor Hocking	Allied Buying Corp Thomas N. Wilhelm 621 East Butterfield Road Suite 207 Lombard, IL 60148-5646	Supply Agreement	\$0.00
Anchor Hocking	American Greetings One American Rd. Cleveland, OH 44144	Glass Supply Agreement between American Greeting and Anchor Hocking effective January 1, 2005 through December 31, 2007	\$0.00
Global Home Products LLC	Arch Specialty Todd Schreck (Hylant-Broker) 6225 Oak Tree Blvd. P.O. Box 318087 Cleveland, OH 44131-8087	Excess Liability Insurance No. ULP000594000 effective 4/13/05 - 4/13/06 with Global Home Products LLC	\$0.00
Anchor Hocking	Atofina Chemicals 2000 Market Street Philadelphia, PA 19103	Coating Systems	\$0.00
Anchor Hocking	Baugh Supply Chain (Sysco) Sysco Central Warehouse P.O. Box 790 Fond du Lac, WI 54936-0790	Guaranteed Sale Agreement with Anchor Hocking executed August 8, 2006	\$0.00
Anchor Hocking	Bed Bath 650 Liberty Avenue Union, NJ 07083	Vendor Compliance Guide Effective December 6, 2006	\$0.00
Anchor Hocking Glass	Belk, Inc. Attn: Eddie Piatt	Belk Replenishment (Air) Vendor Contract between Belk Inc and Anchor Hocking Glass	\$0.00

Debtor Party	Counterparty	Assumed Executory Contract	Cure Amount
	2801 W. Tyvola Road Charlotte, NC 28217	dated December 15, 2000	
Anchor Hocking Consumer Glass Company	Betty Jean Utley 72-26 Loubet Street Forrest Hills, NY 11375	License Agreement dated February 24, 1999 between Betty Utley St. John and Anchor Hocking Consumer Glass Company, a subsidiary of the Newell Group	\$2,159.00
Anchor Hocking	BOC Gases 9800 McKnight Rd, Suite 300A Pittsburgh, PA 15237	BOC Gas Products Agreement with Anchor Hocking Inc dated April 15, 2001	\$150,057.65
Anchor Hocking Operating Company LLC	Bormioli Rocco Glass Co, Inc. (BRG) 41 Madison Avenue, 17th Floor New York, NY 10010	Memorandum of Agreement dated November 9, 2004 between Anchor Hocking Operating Company LLC and Bormioli Rocco Glass Co, Inc. and Bormioli Rocco Ei Ilgio S.p.A and its affiliates	\$104,614.90
Anchor Hocking Glass Co	C. Pratt Associates Crawford Pratt 3559 Turtle Cove Court Marietta, GA 30067	Agreement dated December 23, 2004 between Anchor Hocking Glass Co. and C. Pratt Associates	\$0.00
Global Home Products, LLC	Cass Information Systems LLC Megan Houchins 2675 Corporate Exchange Columbus, OH 43231	Service Agreement between Global Home Products, LLC and Cass Information Systems, LLC dated March 1, 2005	\$0.00
Anchor Hocking	CBC Customhouse Brokers Inc 143 N. Bloomingdale Rd. Bloomingdale, IL 60108	Freight Forwarding	\$0.00
Anchor Hocking Operating Company LLC	Columbia Gas of Pennsylvania Attn: Gas Department 200 Civic Center Drive, 12th Floor Columbus, OH 43215	General Distribution Application & Agreement dated December 13, 2005 between Columbia Gas of Pennsylvania and Anchor Hocking Operating Company LLC	\$13,973.07
Anchor Hocking CG Operating Company, LLC	CSC Incorporated Dennis Craft 15385 South 169 Highway Olathe, KS 66062	Manufacturer's Representative Agreement dated August 1, 2004 between Anchor Hocking CG Operating Company, LLC and Craft Sales Company, Inc.	\$0.00
Anchor Hocking Glass Co	Cymbolin-Goldberg & Associates Bob Cymbolin Ira Goldberg 15754 Lindskog Drive Whittier, CA 90603	Agreement dated December 23, 2004 between Anchor Hocking Glass Co. and Cymbolin- Goldberg & Assoc.	\$0.00
Anchor Hocking	Duckwall-Alco Stores, Inc. 401 Cottage Street Abilene, KS 67410	Terms Agreement dated November 7, 2005 by Anchor Hocking	\$0.00
Anchor Hocking Glass Co	E Source Equipment John Castaldi 1950 Hurd Irving, TX 75038	Agreement dated December 23, 2004 between Anchor Hocking Glass Co. and E Source Equipment and Hospitality	\$0.00
Anchor Hocking Glass Co	Emig & Associates Bob Emig, Jr. 2560 Fairmont Church Road Sewickley, PA 15143	Agreement dated December 23, 2004 between Anchor Hocking Glass Co. and Emig & Associates	\$0.00
Anchor Hocking	Employee Resources Systems Inc 29 East Madison, Suite 1600 Chicago, IL 60602	EAP Program	\$0.00
Anchor Hocking Company	Excell Marketing 6767 South Spruce Street, Suite 145 Englewood, CO 80112	Manufacturer Agreement dated January 1, 2003 between Excell Marketing and Procurement Group, Inc. and Anchor Hocking	\$0.00

Debtor Party	Counterparty	Assumed Executory Contract	Cure Amount
		Company	
Anchor Hocking	FMC Wyoming Corporation <sup>1</sup> 1735 Market Street Philadelphia, PA 19103	First Amendment to contract for Sale of Ash between Anchor Hocking and FMC dated February 28, 2003 (the "FMC Agreement")	\$802,151.08
Anchor Hocking CG Operating Company, LLC	Focused Sales 1119 Heckel Drive Mountainside, NJ 07092	Manufacturer's Representative Agreement dated January 4, 2006 between Anchor Hocking CG Operating Company, LLC and Focused Sales	\$0.00
Anchor Hocking Glass Co	Folkman Group Tom Folkman 9487 Shadow Brook Court South Jordan, UT 84095	Agreement dated December 23, 2004 between Anchor Hocking Glass Co. and The Folkman Group	\$0.00
Anchor Hocking Glass	Forerunner Forerunner Telecom 3500 Sunrise Highway Suite D110 Great River, NY 11739	Parts Only Maintenance Agreement dated June 15, 2005 between Anchor Hocking Glass and Forerunner Telecom	\$886.00
Anchor Hocking Glass	Garden Ridge Susan Lauterbach 19411 Atrium Place, Suite 170 Houston, TX 77064	Marketing Contract Dated January 4, 2007 with Anchor Hocking Glass	\$0.00
GHP Operating Company LLC	Great West Healthcare 8505 E. Orchard Road Greenwood Village, CO 80111	Self-Funded Dental Benefits Plan effective as of January 1, 2005 between Great-West Life & Annuity Insurance Company and GHP Operating Company LLC	\$0.00
Anchor Hocking	Great West Life P.O. Box 1053 Winnipeg, MB R3C2X4	Canada Benefits Administration	\$0.00
Anchor Hocking CG Operating Company, LLC	Holland Sales and Marketing Group 22 Champions Way San Antonio, TX 78258	Sales Agent Agreement between Anchor Hocking CG Operating Company, LLC and Holland Sales and Marketing Group dated January 15, 2007	\$0.00
Anchor Hocking Glass	Houston Harvest Gift Products 3501 Mt. Prospect Road Franklin Park, IL 60131	Manufacturer's Authorization Agreement dated May 19, 2004 between Houston Harvest Gift Products LLC and Anchor Hocking Glass	\$0.00
Anchor Hocking	Huntington National Bank J. Hines 105 East Fourth Street, Suite 120 Cincinnati, OH 45202	Equipment Lease	\$0.00
Anchor Hocking	Indiana & Ohio Railroad David White P.O. Box 12576 Cincinnati, OH 45212	Amendment No. 4 to Railroad Service Agreement dated April 19, 1994 between Anchor and IOCR dated February 7, 2005	\$79,493.06

<sup>1</sup> The parties are in the process of reconciling an additional \$12,590.53 in alleged cures asserted by FMC (the "Additional Asserted Cures"). If the parties are unable to agree on the amount of the Additional Asserted Cures, the Bankruptcy Court will decide what Additional Asserted Cures, if any, are required to be paid to FMC in connection with the assumption and assignment of the FMC Agreement to the Purchaser. The Debtors shall reserve for payment of the amount of the Additional Asserted Cures pending either (i) the parties' consensual agreement on the amount of the Additional Asserted Cures payable to FMC, or (ii) an order from the Bankruptcy Court specifying the amount of any Additional Asserted Cures payable to FMC in order to assume and assign the FMC Agreement to the Purchaser. Notwithstanding the reconciliation of the Additional Asserted Cures, the FMC Agreement will be assumed and assigned to the Purchaser in accordance with the provisions of the Agreement, the Sale Motion and the Sale Order even if the reconciliation of the Additional Asserted Cures has not been completed at the time of the assumption and assignment of the FMC Agreement to the Purchaser.



<b>Debtor Party</b>	<b>Counterparty</b>	<b>Assumed Executory Contract</b>	<b>Cure Amount</b>
Anchor Hocking	Ingersoll Rand Air Power of Ohio Attn: Scott VanOrmer 1999 Longwood Avenue Columbus, OH 43123 Ingersoll Rand Citicapital Technology Inc. 3950 Regent Blvd. Mail Stop S2B-230 Irving, TX 75063	Equipment Lease between Newell Rubbermaid Inc and APO Holdings Inc (Air Power of Ohio) executed December 4, 2002	\$12,940.02
Anchor Hocking CG Operating Company, LLC	Joint Marketing Specialists, Inc. Mike Salerno 12018 S. Winslow Road, Suite 100 Palos Park, IL 60464	Manufacturer's Representative Agreement dated November 15, 2006 between Anchor Hocking CG Operating Company, LLC and Joint Marketing Specialists, Inc.	\$0.00
Anchor Hocking Company	Kitchen Collection 71 East Water Street Chillicothe, OH 45601	Terms Agreement with Anchor Hocking Company	\$0.00
Anchor Hocking Company	Kmart 3333 Beverly Road Hoffman Estates, IL 60179	Terms Agreement with Anchor Hocking Company	\$0.00
Anchor Hocking CG Operating Company, LLC	Linde Gas Kevin McBride 6060 Rockside Woods Blvd Suite 241 Cleveland, OH 44131	Product Supply Agreement between Linde Gas LLC, successor-in-interest to AGA Gas, Inc. and Anchor Hocking CG Operating Company, LLC dated October 9, 2003	\$188,591.94
Anchor Hocking CG Operating Company	Linens N Things 6 Brighton Road Clifton, NJ 07012	Vendor Agreement dated May 2, 2006 between LNT Merchandising Company and Anchor Hocking CG Operating Company	\$0.00
Anchor Hocking Company	Mark Holland 22 Champions Way San Antonio, TX 78258	Sales Agent Agreement dated March 3, 2003 between Anchor Hocking Company a division of Newell Rubbermaid and Mark Holland	\$0.00
Anchor Hocking	Matrix Absence Management File 30389 P.O. Box 60000 San Francisco, CA 94160	Short-term Disability Administrator	\$0.00
Anchor Hocking CG Operating Company, LLC	McMullin Sales Co 2500 Gravel Drive Ft. Worth, TX 76118	Manufacturer's Representative Agreement dated September 5, 2006 between Anchor Hocking CG Operating Company, LLC and McMullin Sales Company, Inc.	\$0.00
Anchor Hocking Company	Meijer 2929 Walker Avenue, NW Grand Rapids, MI 49544	Terms Agreement with Anchor Hocking Company	\$0.00
Anchor Hocking CG Operating Company, LLC	Meyer & Associates 3100 West Higgins Road Suite 125 Hoffman Estates, IL 60195	Manufacturer's Representative Agreement dated November 15, 2006 between Anchor Hocking CG Operating Company, LLC and Meyer & Associates	\$0.00
Anchor Hocking	Michaels Stores Procurement Company, Inc. 8000 Bent Branch Drive Irving, TX 75063	Vendor Partnership Agreement 2007 No. 700323, Effective February 4, 2007 - February 2, 2008 with Anchor Hocking	\$0.00
Global Home Products LLC	Microsoft DELL One Dell Way Round Rock, TX 78682	Volume Licensing agreement between Global Home Products and Microsoft dated October 26, 2004	\$0.00

Debtor Party	Counterparty	Assumed Executory Contract	Cure Amount
Anchor Hocking Glass Co.	Middleton Sales & Marketing Bill Middleton 4174 Oak Road Bartlett, TN 38135-1872	Agreement dated December 23, 2005 between Anchor Hocking Glass Co. and Middleton Sales & Marketing Inc.	\$0.00
Anchor Hocking	Monster.com Bayard Advertising 902 Broadway New York, NY 10010	Recruiting	\$0.00
Anchor Hocking CG Operating Company, LLC	Morgan & Sampson USA Thomas Paalman 39 California Avenue, Suite 208 Pleasanton, CA 94566	Manufacturer's Representative Agreement dated August 1, 2004 between Anchor Hocking CG Operating Company, LLC and Morgan & Sampson, Inc.	\$0.00
Anchor Hocking	National Lime & Stone Jim Wells P.O. Box 120 Findlay, OH 45839	Dolomite agreement with Anchor Hocking	\$0.00
Anchor Hocking Glass	Nextool 732 S. Ewing Street Lancaster, OH 43130	Consignment Agreement dated May 15, 2003 between Nextool and Anchor Hocking Glass	\$42,887.00
Anchor Hocking	Nissco Rdg, Inc 28200 Old 41 Road, Suite 208 Bonita Springs, FL 34135	Preferred Vendor Agreement effective April 1, 2004 between Nissco Rdg, Inc and Anchor Hocking	\$0.00
Anchor Hocking Company	Northeast Ohio Natural Gas Corp. Attn: Hoby Grisot Vice President & COO PO Box 430 Lancaster, OH 43130-0430	Gas Facility Operations Agreement dated December 23, 2003 between Northeast Ohio Natural Gas Corp. and Anchor Hocking Company	\$5,202.80
Anchor Hocking CG Operating Company, LLC	Oneida James Joseph 163-181 Kenwood Ave. Oneida, NY 13421	Agreement dated November 11, 2004 between Neida, Ltd and Anchor Hocking CG Operating Company, LLC	\$0.00
Anchor Hocking	Orlan Capital Orlan Capital 999 Plaza Dr, Suite 525 Schaumburg, IL 60173	Master Agreement dated April 24, 2003 between Orlan Capital Corporation and Newell Rubbermaid, Inc.	\$0.00
Anchor Hocking	Pacific Coast Warehouse 5125 Schaefer Avenue Chino, CA 91710	Warehouse Agreement with Anchor/WearEver	\$22,868.00
Anchor Hocking Glass Co	Pacific Rim Steve Van Cleave Mike Swenson 501 Sumner Street, #603 Honolulu, HI 96817	Agreement dated December 1, 2005 between Anchor Hocking Glass Co. and Pacific Rim Rep Group, Inc.	\$0.00
Anchor Hocking	Pamida Stores Operating Co, LLC 8800 F Street Omaha, NE 68127	Terms Agreement with Anchor Hocking executed January 2, 2007	\$0.00
Anchor Hocking Inc.	Paragon Top Sales 20 Blanchard Road, Suite #11 Burlington, MA 01803	Manufacturer's Representative Agreement dated December 17, 2003 between Anchor Hocking Inc. and Paragon Top Sales	\$0.00
Anchor Hocking CG Operating Company, LLC	Paul Cauthron 13121 Louetta Road, #910 Cypress, TX 77429	Manufacturer's Representative Agreement dated September 1, 2006 between Anchor Hocking CG Operating Company, LLC and Paul Cauthron	\$0.00
Anchor Hocking	Premier Candle	US & Canada Suppliers Agreement executed	\$0.00

<b>Debtor Party</b>	<b>Counterparty</b>	<b>Assumed Executory Contract</b>	<b>Cure Amount</b>
	960 Britannia Road East Mississauga, ON L4W 5M7 Canada	March 16, 2006 by Anchor Hocking	
Anchor Hocking Glass Company	Pride Marketing & Procurement 509 North Carrollton New Orleans, LA 70119	Pride Procurement Vendor Agreement commencing January 1, 2004 between Pride Marketing & Procurement, Inc. and Anchor Hocking Glass Company, subsidiary of The Newell Company	\$0.00
Anchor Hocking	Pro/E PTC 4200 Regent Street, Suite 200 Columbus, OH 43219	Customer Agreement for PTC Products between Anchor Hocking and Parametric Technology Corporation	\$0.00
Anchor Hocking	Progressive Dist. (Hannaford) PO Box 1000 Portland, ME 04104	Terms Agreement	\$0.00
Anchor Hocking Company	Prospace JDA Software Group 14400 N. 87th St Scottsdale, AZ 85260	Software license effective August 2, 2001 between JDA Software, Inc and Anchor Hocking Company	\$0.00
Anchor Hocking	PSI Payroll Services 5052 Fairview Street Burlington, ON L7L 0A4	Payroll Processing - Canada	\$0.00
GHP Operating Company LLC	Reliance Standard P.O. Box 8500-53178 Philadelphia, PA 19178	Policy No. GL 137927 issued to GHP Operating Company LLC effective January 1, 2005 as amended; and LTD Policy No. 111745 issued to GHP Operating Company LLC effective January 1, 2005 as amended	\$0.00
Anchor Hocking	Rite Aid 30 Hunter Lane Camp Hill, PA 17011	Promotional Funding Agreement dated December 12, 2006 with Anchor Hocking	\$0.00
Global Home Products, LLC	Robco 4842 Park Glen Road Minneapolis, MN 55416	Mutual Confidentiality Agreement dated February 9, 2005 between Global Home Products, LLC and Robco Corporation	\$0.00
Anchor Hocking	Sears Roebuck and Co. 3333 Beverly Road, C3-188A Hoffman Estates, IL 60179	Universal Terms and Conditions Agreement	\$0.00
Anchor Hocking	SEFA James A. Reid 1609 Colonial Parkway Inverness, IL 60067	Supply Agreement effective January 1, 1992, revised January 1, 2006 with Anchor Hocking	\$0.00
Anchor Hocking Glass	Shopko Michael Prodoehl 5126 Golden Leaf Trail Madison, WI 53704	Terms Agreement dated March 25, 2003 with Anchor Hocking Glass	\$0.00
Anchor Hocking	Source Management Limited 22/F Hing Yip Commercial Centre 208 Des Voeux Road, Central Hong Kong	Source Management Agreement	\$0.00
Anchor Hocking Inc.	Southern Buckeye Marketing P.O. Box 669 Matthews, NC 28106-0669	Manufacturer's Representative Agreement dated December 17, 2003 between Anchor Hocking Inc. and Southern Buckeye Marketing	\$0.00
Anchor Hocking CG Operating Company,	Specialized Marketing 8220 Elmbrook Dr.	Manufacturer's Representative Agreement dated August 1, 2004 between Anchor	\$0.00

Debtor Party	Counterparty	Assumed Executory Contract	Cure Amount
I.I.C.	Dallas, TX 75247	Hocking CG Operating Company, LLC and Specialized Marketing Inc.	
Anchor Hocking Glass Co.	Sullivan Group 1148 W. Chicago Avenue Chicago, IL 60622	Agreement dated December 23, 2004 between Anchor Hocking Glass Co. and Sullivan Group	\$0.00
Anchor Hocking Company	Summit Energy Services, Inc. Attn: Steve Wilhite, President 10350 Ormsby Park Place Suite 350 Louisville, KY 40223	Energy Sourcing and Management Agreement contract no. 04-GS00347 between Summit Energy Services, Inc. and Anchor Hocking Company commencing September 7, 2004	\$2,210.00
Anchor Hocking	Talx 3065 Paysphere Chicago, IL 60674	Unemployment Claims Management	\$0.00
Anchor Hocking Glass Co.	The Daly Group 2475 Xenium Lane North Plymouth, MN 55441	Agreement dated December 27, 2004 between Anchor Hocking Glass Co. and The Daly Group, Inc.	\$0.00
Anchor Hocking	The Heath Company 1313 Ridge Road NE Lancaster, OH 43130	Retail Rep Agreement	\$0.00
Anchor Hocking	The Marketing Source 411 Business Center Drive, #110 Mt. Prospect, IL 60056	Retail Rep Agreement	\$0.00
Anchor Hocking CG Operating Company, LLC	TJS Sales & Marketing Tim Sokol 2660 Stonewyck Drive Blacklick, OH 43004	Sales Agent Agreement dated August 1, 2004 between Anchor Hocking CG Operating Company and TJS Sales and Marketing, LLC	\$0.00
Anchor Hocking Glass Company	Top of the Table 6185 Enterprise Court P.O. Box 3005 Dublin, OH 43016-0005	Agreement dated January 1, 1995 between Anchor Hocking Glass Company and Top of the Table	\$0.00
Anchor Hocking CG Operating Company, LLC	TradeMaster Services 1821 Greenleaf Avenue Elk Grove Village, IL 60007	Sales Agent Agreement dated September 2, 2005 between Anchor Hocking CG Operating Company, I.I.C and TradeMasters Services, Inc.	\$0.00
Global Home Products LLC	Travelers Todd Schreck (Hylant-Broker) 6225 Oak Tree Blvd. P.O. Box 318087 Cleveland, OH 44131-8087	Excess Property Insurance Policy No. KTKXSP296T445A06 effective April 13, 2006 through April 13, 2007 with Global Home Products LLC	\$0.00
Anchor Hocking Glass Co	TRC Marketing 4665 Joliet Street Denver, CO 80239	Agreement dated December 23, 2004 between Anchor Hocking Glass Co and TRC Marketing	\$0.00
Anchor Hocking Company	Truc Value 8600 W. Bryn Mawr Avenue Chicago, IL 60631	MSC Program Agreement effective January 1, 2007 through December 31, 2007 with Anchor Hocking Company	\$0.00
Anchor Hocking	United Delivery Services P.O. Box 93 1849 Carolina Avenue Washington, NC 27889	Warehouse Agreement	\$0.00
Global Home Products	United HealthCare Insurance Company 450 Columbus Boulevard Hartford, CT 06103-1801	Medical & FSA Administration, Stop Loss Policy No., 706478 effective January 1, 2006 between Global Home Products and United Healthcare Insurance Company	\$0.00
Anchor Hocking	Verizon	Verizon Wireless Major Account Agreement	\$11,163.00

<b>Debtor Party</b>	<b>Counterparty</b>	<b>Assumed Executory Contract</b>	<b>Cure Amount</b>
	Evan Mohr, Verizon Wireless 5175 Emerald Pkwy Dublin, OH 43017	executed February 21, 2007 between Anchor Hocking and Verizon Wireless	
Anchor Hocking	Village Candle 65 Topsham Fair Mall Road Topsham, ME 04086	Glass Supply Agreement between Village Candle and Anchor Hocking effective January 1, 2006 through December 31, 2006	\$0.00
Anchor Hocking Company	Walgreens 200 Wilmot Road Deerfield, IL 60015	Terms Agreement with Anchor Hocking Company	\$0.00
Anchor Hocking CG Operating Co	Wal-Mart Stores, Inc. Attn Vendor Master 1108 SE 10th Street Bentonville, AR 72716-0680	Supplier Agreement between Wal-Mart Stores, Inc., Wal-Mart Stores East, LP, Wal-Mart Stores East, Inc., Wal-Mart Stores Texas, LP, Sam's East, Inc and affiliates and Anchor Hocking CG Operating Co effective April 4, 2006	\$0.00
Anchor Hocking CG Operating Co	Wal-Mart Stores, Inc. Attn Vendor Master 1108 SE 10th Street Bentonville, AR 72716-0680	Supplier Agreement between Wal-Mart Stores, Inc., Wal-Mart Stores East, LP, Wal-Mart Stores East, Inc., Wal-Mart Stores Texas, LP, Sam's East, Inc and affiliates and Anchor Hocking CG Operating Co effective December 20, 2006	\$0.00
Anchor Hocking	Wal-Mart Stores, Inc. Attn Vendor Master 1108 SE 10th Street Bentonville, AR 72716-0680	Supplier Agreement between Wal-Mart Stores, Inc., Wal-Mart Stores East, LP, Wal-Mart Stores East, Inc., Wal-Mart Stores Texas, LP, Sam's East, Inc and affiliates and Anchor Hocking CG Operating Co effective December 22, 2006	\$0.00
Anchor Hocking CG Operating Company LLC	Wayne Zarfos 701 Hunters Lane Mt. Laurel, NJ 08054	Manufacturer's Reperesentative Agreement dated January 4, 2006 between Anchor Hocking CG Operating Company, LLC and Wayne Zarfos	\$0.00
Anchor Hocking Glass Company	Zunk-Lawrence Associates 1010 Winderley Place, Suite 149 Maitland, FL 32571	Agreement dated December 23, 2004 between Anchor Hocking Glass Co and Zunk-Lawrence Associates	\$0.00