

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
National Book Warehouse		12/26/2006	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	WDW Management Company, LLC
<b>Street Address:</b>	11130 Kingston Pike
<b>Internal Address:</b>	PMB 1-184
<b>City:</b>	Knoxville
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37934
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	78462731	THE BOOK MARKET
Serial Number:	78348352	FOOZLES AN EXTRAORDINARY BOOKSTORE
Serial Number:	78326170	GIANT BOOK SALE
Serial Number:	78308589	BOOK WAREHOUSE
Serial Number:	78308554	BOOK WAREHOUSE
Serial Number:	74308752	MR. DISK
Serial Number:	74007760	BOOK WAREHOUSE
Serial Number:	73771229	BOOK WAREHOUSE

**CORRESPONDENCE DATA**

Fax Number: (865)584-0104  
 Email: ebell@plb-iplaw.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Esther Bell

**900203452**

**TRADEMARK  
 REEL: 004633 FRAME: 0247**

**OP \$215.00 78462731**

Address Line 1: P.O. Box 51295  
Address Line 2: Pitts, Lakes, & Bell, P.C.  
Address Line 4: Knoxville, TENNESSEE 37950-1295

ATTORNEY DOCKET NUMBER: 37291.80

NAME OF SUBMITTER: Esther Bell

Signature: /Esther Bell/

Date: 09/30/2011

**Total Attachments: 28**

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Serial No. : 78462731, 78348352, 78326170, 78308589, 78308554, 74308752,  
74007760, & 73771229

Registration No. : 2930711, 3070087, 3102935, 1808154, 1614502 & 1542126

**TO THE ATTENTION OF THE TRADEMARK ASSIGNMENT BRANCH**

Dear Madam or Sir:

In accord with instructions provided by Mr. Maurice Carter of the Assignment Branch via teleconference earlier today, attached please find supporting documentation to authorize assignment and transfer of ownership in the below listed trademarks from the current registrant, National Book Warehouse, Inc., to WDW Management Company, LLC. The supporting documentation is an Order from the United States Bankruptcy Court for the Middle District of Tennessee, dated 12/26/2006, and the relevant Asset Purchase Agreement reflected in the Order.

	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>Check Status</b>	<b>Live/Dead</b>
1	78462731		THE BOOK MARKET	TARR	DEAD
2	78348352	2930711	FOOZLES AN EXTRAORDINARY BOOKSTORE	TARR	LIVE
3	78326170	3070087	GIANT BOOK SALE	TARR	LIVE
4	78308589	3102935	BOOK WAREHOUSE	TARR	LIVE

5	78308554		BOOK WAREHOUSE	TARR	DEAD
6	74308752	1808154	MR. DISK	TARR	DEAD
7	74007760	1614502	BOOK WAREHOUSE	TARR	LIVE
8	73771229	1542126	BOOK WAREHOUSE	TARR	DEAD

Specifically, and for your reference and convenience, we kindly refer you to the following portions of the documents referenced above:

In the Order:

Page 2, Paragraph 2, defining the Buyer as WDW Management Company, LLC.

Page 4, Paragraph 3 (F), defining the Buyer as not an insider and as a purchaser in good faith.

Page 5, Paragraph 4 (J), noting, “The transfer of the Assets from the Debtor to the Buyer is a legal, valid and effective transfer of the Assets notwithstanding any requirement for approval or consent by any person.”

Page 8, Paragraph 2 (9), “This Order shall be binding upon and govern the acts of all persons or entities, including without limitation, all filing agents, recording agencies, secretaries of state and all other persons and entities who may be required by operation of law to accept, file, register or otherwise record or release any documents or instruments.”

Page 8, Paragraph 3 (10), “[T]he sale of the Assets by the Debtor to the Buyer shall constitute a legal, valid and effective transfer of the Assets, notwithstanding any requirement for approval or consent by any persons and shall vest Buyer with all right, title and interest in and to the Assets ...”

In the Asset Purchase Agreement:

Page 1, Paragraph 1.(c): “1. Transfer of Assets: At the Closing, subject to the terms of this Agreement, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase from Seller, pursuant to an order designating that such sale is free and clear of all liens, encumbrances, claims, clouds, or charges of any nature, the following assets (collectively the “Assets”): . . . (c) All of Seller’s right, title and interest in the names, National Book Warehouse, Book Warehouse, Fozzles, Book-Warehouse.com, and any other trade names or internet names used by the Seller at any time . . .”

Based upon the above, and the supporting documentation provided, we respectfully request the United States Patent and Trademark Office assign and transfer, with full ownership rights, the above-referenced eight trademarks, whether live or dead, as well as any common-law trademark protection afforded to these terms and/or the term, "National Book Warehouse" as may be appropriate.

Respectfully submitted,

/Esther Bell/

Esther Bell  
52,173

Pitts, Lake & Bell, P.C.  
P.O. Box 51295  
Knoxville, Tennessee 37950-1295  
(865) 584-0105 Voice  
(865) 584-0104 Fax  
ebell@plb-iplaw.com

*George C. Paine, II*

George C. Paine, II  
US Bankruptcy Judge  
Dated: 12/26/06



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

In re:	)	
	)	
NATIONAL BOOK WAREHOUSE, INC. and	)	Case No. 06-02227
THE BOOK MARKET, INC.,	)	Jointly Administered
	)	Chapter 11
	)	Judge Paine
Debtors.	)	

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**ORDER (I) AUTHORIZING THE SALE OF CERTAIN ASSETS FREE AND CLEAR OF LIENS, (II) APPROVING ASSUMPTION AND ASSIGNMENT OF CERTAIN LEASES, (III) APPROVING BID PROCEDURES AND BREAK-UP FEE, (IV) APPROVING FORM AND MANNER OF NOTICE OF SALE, AND (V) GRANTING RELATED RELIEF**

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This matter is before the Court upon the expedited motions of National Book Warehouse, Inc. ("NBW" or the "Debtor") for the expedited entry of an order (i) authorizing the sale of assets associated with seven of NBW's bookstore businesses and its online business free and clear of liens, claims, encumbrances and interests of any kind; (ii) approving the assumption and assignment of NBW's real property leases in connection with the sale; (iii) approving bid procedures and break-up fee; (iv) lifting the 10-day stay of the order provided by Rules 6004 and 6006; (v) approving the form and manner of notice of sale; and (vi) granting such other relief as the Court deems appropriate and just (the "Sale Motion") and for the expedited entry of an order (i) approving assumption and assignment of leases in connection with proposed Sale; (ii) fixing cure amounts, and (iii) granting related relief ("Lease Assignment Motion"). The Sale Motion

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and Lease Assignment Motion are collectively referred to herein as the "Sale and Lease Assignment Motions".

Objections to the Sale and Lease Assignment Motions were filed by CPG Partners, LP ("CPG")(Docket Nos. 390, 398), COROC/Lincoln City, LLC and TWMB Associates, LLC ("Tanger Entities")(Docket Nos. 394, 401), Second Horizon Group Limited Partnership ("Second Horizon")(Docket No. 395), Settlers' R1, Inc. ("Settlers")(Docket Nos. 396, 400), BT Orlando, LP (Docket No. 397), and the Unsecured Creditors' Committee in the National Book Warehouse, Inc. case ("Committee")(Docket Nos. 399, 402).

The Court is advised that the Debtor and WDW Management Company, LLC ("Buyer") have reached agreements as to the objections of CPG, Tanger Entities and Settlers R1 concerning the assumption and assignment of the leases with these landlords, and that the Committee has withdrawn its objections. The Court is further advised that separate agreed orders resolving the CPG, Tanger Entities and Settlers R1 objections will be submitted separately for the Court's approval.

The Court was advised at the Sale Hearing that the terms of the Asset Purchase Agreement have been modified by agreement between the Debtor and the Buyer such that 1) the definition of "A-List Assets" and "A-List Leases" shall not include the business operations, assets and lease between Second Horizon and the Debtor of premises located at Pismo Beach, California and 2) the purchase price is reduced to \$172,500.

Upon the oral motion of the Debtor, and over the objection of Second Horizon, the Court continued the hearing on the Second Horizon objection and a separate order continuing and resetting a hearing on the Second Horizon objection shall be entered.

For the reasons stated orally and in open court pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”), and the Court having determined that the relief requested in the Sale and Assignment Motions is in the best interests of the Debtors, their estates, their creditors and other parties in interest, and it appearing that proper and adequate notice of the Sale and Lease Assignment Motions have been given and that no other or further notice is necessary; the objection of BT Orlando LP, which concerns the assumption and assignment of the unexpired lease between BT Orlando LP and the Debtor of premises located at Festival Bay Mall, Orlando, Florida (“Orlando Lease”), is overruled and the Sale and Lease Assignment Motions are GRANTED, as provided herein. The Court hereby makes the following Findings of Fact and Conclusions of Law:

#### **FINDINGS OF FACT/CONCLUSIONS OF LAW**

A. The findings and conclusions set forth herein and as stated orally and in open court constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. Proper, timely, adequate and sufficient notice of the Sale and Lease Assignment Motions and the hearing on the Sale and Lease Assignment Motions (the “Sale Hearing”) has been provided in accordance with sections 102(1) and 363(b) of the Bankruptcy Code,<sup>1</sup> Bankruptcy Rules 2002, 6004, 6006, 9006, 9007, 9008 and 9014, the local rules of this Court,

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<sup>1</sup> Title 11 of the United States Code shall be referred to herein as the “Bankruptcy Code.”



and the procedural due process requirements of the United States Constitution. No other or further notice of the Sale and Lease Assignment Motions, the Sale Hearing or of the entry of this Order is necessary.

D. A reasonable opportunity to object or be heard regarding the relief requested in the Sale and Lease Assignment Motions has been afforded to all interested persons and entities, including, without limitation: (i) SunTrust Bank, though its counsel of record; (ii) all governmental taxing authorities who have, or as a result of the sale may have, claims, contingent or otherwise, against NBW; (iii) all parties who filed requests for notices under Bankruptcy Rule 9010(b); (iv) counsel for the Unsecured Creditors Committee in the NBW case; (v) the Buyer; (vi) all landlords of the seven Leases to be assumed and assigned; and (vii) the Office of the United States Trustee; and the Attorneys General for the jurisdictions where affected stores are located.

E. The purchase price to be paid to the Buyer as set forth in the Asset Purchase Agreement, and in the modified amount announced at the Sale Hearing, is fair, is in the best interest of the Debtor's estate and constitutes full and adequate consideration and reasonably equivalent value for the Assets.<sup>2</sup>

F. The Buyer is not an insider, as that term is defined in section 101(31) of the Bankruptcy Code and the decisions thereunder. The Buyer is a purchaser in good faith, as that term is used in the Bankruptcy Code and the decisions thereunder, and is entitled to the protections of sections 363(m) and (n) of the Bankruptcy Code with respect to all of the Assets to be purchased. The Asset Purchase Agreement was negotiated and entered into in good faith, based upon arm's length bargaining and without collusion. There are no undisclosed deals or agreements between the Buyer and the Debtor, or any other party in interest. Neither the Debtor

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<sup>2</sup> Unless defined herein, all capitalized terms shall have the meaning ascribed to them in the Sale Motion.

nor the Buyer has 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) to the Asset Purchase Agreement.

G. The Debtor has full corporate power and authority to execute the Asset Purchase Agreement and all other documents contemplated thereby, and the sale of the Assets has been duly and validly authorized by all necessary corporate authority necessary to consummate the transactions contemplated by the Asset Purchase Agreement.

H. The Debtor has advanced sound business reasons for seeking to enter into the Asset Purchase Agreement and to sell the Assets, as more fully set forth in the Sale and Lease Assignment Motions, and it is a reasonable exercise of the Debtor's business judgment to sell the Assets and to execute and deliver the Asset Purchase Agreement to the Buyer.

I. The terms and conditions of the Asset Purchase Agreement are fair and reasonable and the transactions contemplated by the Asset Purchase Agreement, including the assumption and assignment of the Leases identified in Exhibit A hereto, are in the best interest of the Debtor's creditors and bankruptcy estate.

J. A valid business purpose exists for approval of the transactions contemplated by the Sale Motion pursuant to section 363(b) of the Bankruptcy Code. The transfer of the Assets from the Debtor to the Buyer is a legal, valid and effective transfer of the Assets notwithstanding any requirement for approval or consent by any person.

K. The Buyer is not assuming any of the debts, liabilities or obligations of the Debtor, except those debts, liabilities or obligations of the Debtor arising under the assigned Lease. The Debtor and Buyer do not have any common controlling shareholders or senior management. The Asset Purchase Agreement is being entered into in good faith and not to

hinder, delay or defraud any creditors of the Debtor. The Debtor shall not in any way be liable or responsible for any liabilities, commitments or obligations in any way related to the Assets arising from and after the Closing Date. The Buyer is not merely a continuation of the Debtor or its estate. There is no continuity of enterprise between the Debtor and the Buyer. The Buyer is not a successor to the Debtor or its estate and the transactions contemplated in the Asset Purchase Agreement do not amount to, or otherwise constitute a consolidation, merger or de facto merger of the Buyer and the Debtor or its estate.

L. The bidding and sale procedures set forth in the Sale Motion serve the interests of the Debtor, the estate and its creditors.

M. The Breakup Fee as set forth in the Sale Motion is fair and reasonable under the circumstances of these cases.

N. The Debtor's sale of the Assets is in furtherance of the Joint Plan of Liquidation filed by the Debtors.

O. NBW and the Buyer have provided adequate assurance of future performance by the Buyer under the Orlando Lease and the lease between the Debtor and GM Olathe, LLC of premises located at Olathe, Kansas, both of which are to be assumed and assigned to Buyer under the terms of the Asset Purchase Agreement, and have established each of the applicable requirements of Section 365(b)(1)(3) of the Bankruptcy Code. The terms of the adequate assurance provided to CPG, Tanger Entities and Settlers R1 as landlords under their respective leases with the Debtor shall be set forth in separate Agreed Orders.

P. The sale of Assets on the terms provided in the Asset Purchase Agreement satisfies the applicable requirements set forth in Section 363(b)(1) of the Bankruptcy Code governing the sale of personally identifiable information.

THEREFORE, BASED UPON THE FOREGOING, the Court ORDERS as follows:

1. The relief requested in the Sale and Lease Assignment Motions is granted as set forth herein.

2. The Court has jurisdiction to hear and determine the Sale and Lease Assignment Motions and to grant the relief requested in the Sale and Lease Assignment Motions pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(b). Venue of this case and the Sale and Lease Assignment Motions in this district is proper under 28 U.S.C. §§ 1408 and 1409.

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

4. The statutory predicates for the Sale and Lease Assignment Motions are sections 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

5. The Asset Purchase Agreement and the transactions contemplated thereby shall be, and hereby are, approved and the Debtor is hereby authorized and empowered and directed to enter into, and to perform its obligations under the Asset Purchase Agreement and to execute and perform such agreements or documents and take such other actions as are necessary or desirable to effectuate the terms of the Asset Purchase Agreement.

6. The terms of the Asset Purchase Agreement have been modified to reflect that 1) the definition of "A-List Assets" and "A-List Leases" shall not include the business operations, assets and lease between Second Horizon and the Debtor of premises located at Pismo Beach, California and 2) the purchase price under the Asset Purchase Agreement is reduced to \$172,500.

7. The bidding and sale procedures, including the potential payment of a \$25,000 breakup fee, set forth in the Sale Motion and Asset Purchase Agreement are hereby approved.

8. The Debtor shall be, and hereby is, authorized, empowered and directed, pursuant to section 363(b) of the Bankruptcy Code, to sell the Assets to the Buyer upon delivery of the consideration in accordance with the Asset Purchase Agreement and completing all other deliveries required under the Asset Purchase Agreement. Pursuant to section 363(f) of the Bankruptcy Code, the sale of the Assets pursuant to the Asset Purchase Agreement and this Order shall be free and clear of any and all liens, claims, encumbrances, interests and other liabilities, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or noncontingent, liquidated or unliquidated, matured or unmatured, disputed or undisputed, or known or unknown, whether arising prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise, including without limitation, all workers' compensation claims and tort claims (collectively, the "Liens and Encumbrances"). All such Liens and Encumbrances on and in respect of the Assets shall attach to the proceeds of the sale.

9. This Order shall be binding upon and govern the acts of all persons or entities, including without limitation, all filing agents, recording agencies, secretaries of state and all other persons and entities who may be required by operation of law to accept, file, register or otherwise record or release any documents or instruments.

10. Subject to the delivery of the consideration in accordance with the Asset Purchase Agreement and completing all other deliveries required under the Asset Purchase Agreement, effective as of the Closing, (a) the sale of the Assets by the Debtor to the Buyer shall constitute a legal, valid and effective transfer of the Assets, notwithstanding any requirement for approval or consent by any persons and shall vest Buyer with all right, title and interest in and to the Assets, free and clear of all Liens and Encumbrances pursuant to section 363(f) of the Bankruptcy Code.

11. The sale of the Assets to Buyer under the Asset Purchase Agreement will constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and all applicable law.

12. NBW is hereby authorized to pay, in its discretion, amounts required to cure any defaults in the Leases to be assumed and assigned or to satisfy any valid secured claims on the Assets, as well as any other costs or expenses that reasonably need to be paid in connection with the Closing of the Asset Purchase Agreement.

13. The transfer of the Assets to the Buyer is in contemplation of a plan or plans of reorganization and/or distribution to be confirmed under Section 1129 of the Bankruptcy Code in the Debtor's bankruptcy case, and as such shall be free and clear of and not subject to all transfer taxes, stamp taxes, or similar taxes in accordance with Sections 1146(a) and 105(a) of the Bankruptcy Code.

14. This Order and the Asset Purchase Agreement shall be binding upon, and shall inure to the benefit of, the Debtor and the Buyer, and their respective successors and assigns, including without limitation, any chapter 11 trustee hereinafter appointed for the Debtor's estates or any trustee appointed in a chapter 7 case if these cases are converted from chapter 11.

15. This Court shall retain exclusive jurisdiction to enforce the provisions of this Order and the Asset Purchase Agreement and to resolve any dispute concerning this Order, the Asset Purchase Agreement, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Asset Purchase Agreement and this Order, including, but not limited to, the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Assets and all issues and disputes arising in connection with the relief authorized herein.

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

17. The Debtor and the Buyer are free immediately to close under the Asset Purchase Agreement in accordance herewith. If the Debtor and the Buyer close under the Asset Purchase Agreement, the Buyer shall be deemed to be acting in "good faith" and shall be entitled to the protection of section 363(m) of the Bankruptcy Code as to all aspects of the transactions provided for in the Asset Purchase Agreement and this Order.

18. The sale approved by this Order is not subject to avoidance pursuant to Section 363(n) of the Bankruptcy Code.

19. The Debtor and the Buyer are authorized and empowered to take all actions (including any pro-rations, adjustments and similar items required by the Asset Purchase Agreement) and execute and deliver any and all documents and instruments that either the Debtor or the Buyer deem necessary or appropriate to implement and effectuate the terms of the Asset Purchase Agreement and this Order.

20. The Buyer is not a successor to the Debtor or its estate by reason of any theory of law or equity and the Buyer shall not assume or in any way be responsible for any liability or obligation of the Debtor and/or its estate (whether direct or indirect, liquidated or unliquidated, choate or inchoate, or contingent or fixed), except as otherwise expressly provided in the Asset Purchase Agreement and except for all liabilities and obligations of the Debtor under the assigned Leases, as assignee of the Leases.

21. The failure specifically to include any particular provisions of the Asset Purchase Agreement or any related agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Debtor and the Buyer that the Asset Purchase Agreement and any related agreements are authorized and approved in their entirety

with such amendments thereto as may be made by the parties in accordance with this Order prior to Closing.

22. No bulk sale law or any similar law of any state or other jurisdiction shall apply in any way to the transaction contemplated by the Asset Purchase Agreement.

23. Pursuant to section 365(a) of the Bankruptcy Code, the Debtor's assumption of the Leases and assignment in connection with Debtor's proposed sale to WDW Management Company, LLC or other Buyer are hereby approved effective as of the Closing Date.

24. On or before January 31, 2007, Buyer shall deliver to BT Orlando, LP a Letter of Credit in an amount equal to 6 months of rent pursuant to the Lease, which Letter of Credit may be drawn upon by Landlord only in the event that Buyer fails to pay any rent due that remains uncured pursuant to the Lease on or after February 1, 2007.

25. The amounts identified as the cure amounts on Exhibit A to this Order are fixed as such, and, conditioned on Debtor's payment of all rent that becomes due between the date of the Lease Assignment Motion and the Closing Date, Debtor shall be obligated to pay no other cure amount of any type to assume the Leases or to satisfy pre-petition defaults in the Leases. All cure amounts shall be paid, less credits for payments made by the Debtor that are pending as of the date of this Order, on or before the Closing Date.

26. As assignee of the assumed Leases, the Buyer will be liable for all accrued, but unbilled charges and reconciliations under the Leases, including year-end adjustments, and Buyer shall pay same when due under the Leases.

27. Upon assignment, no default will exist under the Leases. Buyer will be solely responsible for all of Debtor's obligations as tenant under the Leases after the date of assignment.



28. Any assets which the Debtor may dispose of as allowed by the terms of the Asset Purchase Agreement shall be disposed of in accordance with and pursuant to prior orders of this Court or orders which may be subsequently entered in these cases concerning the disposition of assets of the estates.

29. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Order will take effect immediately upon entry.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY  
AS INDICATED AT THE TOP OF THE FIRST PAGE.

Submitted for entry by:

HARWELL HOWARD HYNE  
GABBERT & MANNER, P.C.

By: /s/ David P. Cañas  
Glenn B. Rose  
Barbara D. Holmes  
David P. Cañas  
Tracy M. Lujan  
315 Deaderick Street, Suite 1800  
Nashville, TN 37238-1800  
Telephone: 615-256-0500  
Facsimile: 615-251-1058  
Email: gbr, bdh, dpc or tml@h3gm.com

Counsel for Debtors

**EXHIBIT A**

**LEASES TO BE ASSUMED AND ASSIGNED**

<b>STORE NUMBER</b>	<b>LEASED PROPERTY LOCATION</b>	<b>LANDLORD</b>	<b>CURE AMOUNT</b>
7052	250 International Drive Suite 326 Orlando, FL 32819	BT Orlando Limited Partnership c/o Belz Enterprises 100 Peabody Place Suite 1400 Memphis, TN 38103	\$6,538.83
6004	1500 SE E. Devils Lake Road Suite 310 Lincoln City, OR 97367	COROC/Lincoln City, LLC c/o Tanger Properties 3200 Northline Avenue Suite 360 Greensboro, NC 27408	\$5,099.41
1009	20321 West 151st Street Olathe, KS 66061	GM Olathe, LLC 150 East Gay Street 24th Floor Columbus, OH 43215	\$10,973.57
7003	2700 State Road 16 Suite 303 St. Augustine, FL 32092	CPG Partners, LP c/o Chelsea Property Group, Inc. 105 Eisenhower Parkway, Roseland, NJ 07068	\$34,775.86
4514	53 Settlers Green Suite D19 North Conway, NH 03860	Settlers R1, Inc. c/o OVP Management, Inc. 13 Settlers Green North Conway, NH 03860	\$7,370.48
7041	10835 Kings Road Suite 640 Myrtle Beach, SC 29572	TWMB Associates, LLC c/o Tanger Properties, Inc. 3200 Northline Avenue Suite 360 Greensboro, NC 27408	\$1,075.09

# EXHIBIT A

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is made and effective December \_\_\_\_, 2006, by and between WDW MANAGEMENT COMPANY, LLC, or its assignee ("Purchaser") and NATIONAL BOOK WAREHOUSE, INC. d/b/a Book Warehouse, a Delaware corporation, ("Seller") with reference to the following facts:

WHEREAS, Seller operates bookstores known as Book Warehouse in several locations as described in detail in the exhibits attached hereto (collectively, the "Businesses"). Seller occupies the premises in which it conducts the Businesses pursuant to various leases (the "Leases") between Seller, as tenant, and various landlords as detailed on Exhibit "A" attached hereto (collectively, the "Landlords").

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, certain assets of Seller used in the Businesses, subject to the terms of this Agreement.

WHEREAS, Seller also desires to transfer to Purchaser, and Purchaser desires to acquire from Seller, all of Seller's right, title and interest as tenant in and to certain of the Leases, for the store locations described on Exhibit "A" attached hereto, subject to the terms of this Agreement.

WHEREAS, Seller filed a voluntary petition for relief pursuant to Chapter 11 of Title 11 of the United States Bankruptcy Code, 11 U.S.C. §101 et seq., as amended (the "Bankruptcy Code") on May 9, 2006 (the "Petition Date") and has operated its business as debtor in possession as authorized by Sections 1107 and 1108 of the Bankruptcy Code since the Petition Date. The Seller's bankruptcy case is pending in the United States Bankruptcy Court for the Middle District of Tennessee (the "Bankruptcy Court"), and it is being jointly administered with the bankruptcy case of an affiliated debtor under Case No. 06-02227.

NOW, THEREFORE, for good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Transfer of Assets: At the Closing, subject to the terms of this Agreement, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase from Seller, pursuant to an order designating that such sale is free and clear of all liens, encumbrances, claims, clouds, or charges of any nature, the following assets (collectively the "Assets"):

(a) all Leases, inventory, furniture, fixtures, equipment, materials, supplies, and telephone numbers owned by Seller and used or useful in the Businesses listed on Exhibit "A" (collectively, the "A-List Assets"), but excluding the following, if any: corporate minute and stock books, business records, business licenses, occupancy permits, insurance policies, general intangibles, credits, deposits and receivables. The A-List Assets shall be transferred as is as of the Closing Date.

(b) all inventory, furniture, fixtures, equipment, materials, supplies, and telephone numbers owned by Seller and used or useful in the Businesses listed on Exhibit "B" (collectively, the "B-List Assets"), subject to paragraph 4 below, but excluding the following, if any: corporate minute and stock books, business records, business licenses, occupancy permits, insurance policies, general intangibles, credits, deposits and

receivables. The B-List Assets shall be transferred as is as of the Closing Date. (No leases are being assigned as part of the B-List Assets.)

(c) All of Seller's right, title and interest in the names, National Book Warehouse, Book Warehouse, Fozzles, Book-Warehouse.com, and any other trade names or internet names used by the Seller at any time, regardless of whether any such names are associated with any particular Assets or locations, but excluding the use of such names that have been previously assigned by Seller to another entity as limited by the terms of such previous assignments and except that Seller shall have the right to grant to any third-party who purchases any of Seller's locations not purchased by Purchaser a non-exclusive license to continue to use the name under which that store currently conducts business, but only at the purchased location.

(d) All existing signage located on or within any location on Exhibit A or Exhibit B that is actually purchased by Purchaser, which signage shall be transferred as is and where is as of the Closing Date.

(e) All of Seller's right, title and interest in any existing and reasonably accessible customer lists created, possessed, or used by Seller, wherever located and however stored and maintained, whether electronic, paper, or some other format (collectively, the "Customer Lists"). The Customer Lists are not limited to any such lists associated with particular Assets or locations.

2. Cure of Lease Defaults: At or before Closing, Seller will pay all amounts which are required to be paid by the Court in order to assume and assign the Leases on Exhibit A to Purchaser pursuant to section 365 of the Bankruptcy Code.

3. Assignment of A-List Leases: At the Closing, pursuant to section 365 of the Bankruptcy Code and subject to the terms of this Agreement, Seller shall assign, transfer, set over and convey to Purchaser, and Purchaser shall accept all of Seller's right, title and interest as tenant in and to the Leases identified on Exhibit A.

4. B-List Assets: Except as provided in paragraph 12 below, on or before January 17, 2007, Purchaser shall designate in writing to Seller which of the locations, if any, listed on Exhibit B hereto for which Purchaser desires to purchase that locations' assets (the "Designated Locations"). Purchaser has no obligation to purchase any of the B-List Assets unless and until Purchaser so designates. Upon selecting the Designated Locations, Purchaser is obligated to purchase, and Seller is obligated to sell, the B-List Assets located at the Designated Locations at Closing, or sooner if agreed by the parties hereto in writing. Purchaser shall have the exclusive right to purchase any of the B-List Assets through January 17, 2007. With respect to any locations on Exhibit B that are not selected as Designated Locations on or before January 17, 2007, Seller shall have the right to dispose of the B-List Assets related to each such location as it determines best in its sole discretion.

5. Conveyance and Transfer Documents: Seller agrees to deliver to Purchaser at the Closing or Closings such certificates, bills of sale, documents of title and other instruments of conveyance and transfer, in form and content satisfactory to Purchaser, as shall be effective to

vest in Purchaser all of Seller's interest and title in and to the Assets and the Leases being transferred at that Closing.

6. Payment of Purchase Price: Purchaser shall pay Seller at the Closing the sum of the A-List Purchase Price and/or the B-List Purchase Price, as defined herein, payable by cash or cashier's check. The A-List Purchase price shall be \$200,000.00. The B-List Purchase Price shall be \$10,000 for each Designated Location purchased by Purchaser. The Assets identified in paragraph 1 (c) and (e) hereof shall be transferred to Purchaser only upon Closing of the purchase of the A-List Assets and shall not be transferred if Purchaser does not purchase the A-List Assets.

7. Privacy of Customer Lists: Purchaser shall use the Customer Lists for Purchaser's private use to market Purchaser's business to the customers on the Customer Lists; Purchaser shall be bound by Seller's privacy policies applicable to the use of Customer Lists, and Purchaser's privacy policies with respect to the Customer Lists shall be consistent with the Seller's privacy policies. Attached as Exhibit C hereto is a description of the relevant privacy policies.

8. Purchaser's Contingencies: Purchaser and Seller agree that if any of the following contingencies are not met for any reason, this Agreement shall, at the sole option of Purchaser, terminate. The contingencies are as follows:

(a) The issuance by the Bankruptcy Court of an order approving this Agreement and the sale of Assets and the assumption and assignment of the Leases listed on Exhibit A as provided herein and authorizing the Seller to consummate the transactions contemplated hereby ("Sale Order"), and such Sale Order either (at the election of Purchaser): (i) becoming final and non-appealable; or (ii) the Sale Order containing a waiver of the stay set forth in Rules 6004(h) and 6006(d) of the Federal Rules of Bankruptcy Procedures.

(b) Approval by the Bankruptcy Court of the bid procedures and breakup fee as provided in paragraph 10 below, no later than December 19, 2006. Purchaser acknowledges and agrees that the Sale Order may also be obtained on or before December 19, 2006. Purchaser agrees to cooperate with Seller in its efforts to obtain Court approval by this date or as soon thereafter as possible of the Bid Procedures, Breakup Fee and Sale Order.

(c) Satisfactory completion by Purchaser of a site visit due diligence investigation of the A-List Assets and satisfactory confirmation of previously reported sales information for the A-List Assets, Seller shall provide access to and otherwise cooperate fully with Purchaser with respect to the due diligence investigation. Purchaser's due diligence with respect to the A-List Assets shall be completed within ten (10) business days after entry of the Sale Order. Purchaser shall notify Seller in writing by no later than the second business day after the expiration of the 10-day period as to whether or not it plans to purchase the A-List Assets

(d) Seller shall not have made any retail price discounts on inventory contained in the Assets which would result in inventory being priced at less than \$2 per book for hardback books and \$1 per book for paperback books.

(e) The closing of all transactions on or before January 31, 2007, unless such failure to close results from Purchaser's breach of this Agreement.

9. Seller's Contingencies: Purchaser and Seller agree that if any of the following contingencies are not met for any reason, this Agreement shall, at the sole option of Seller, terminate. The contingencies are as follows:

(a) The issuance by the Bankruptcy Court of an order approving this Agreement and the sale of Assets and the assumption and assignment of the Leases listed on Exhibit A as provided herein and authorizing the Seller to consummate the transactions contemplated hereby ("Sale Order"), and such Sale Order either (at the election of Purchaser): (i) becoming final and non-appealable; or (ii) the Sale Order containing a waiver of the stay set forth in Rules 6004(h) and 6006(d) of the Federal Rules of Bankruptcy Procedures;

(b) The total amount that Seller will be required to be paid by the Court in order to assume and assign the Leases on Exhibit A to Purchaser pursuant to section 365 of the Bankruptcy Code shall not exceed \$100,000.00; and

(c) The Seller shall have completed its retail operations at each location on which the Closing is to occur.

10. Non-Assumption of Liabilities: Except as otherwise agreed expressly in writing, Purchaser does not and shall not assume or agree to pay any of Seller's or, where applicable, any shareholder's, partner's, or member's debts, liabilities or obligations of any nature or kind, except for all liabilities and obligations under the assigned Leases arising after the effective date of the assignment to Purchaser.

11. Bid Procedures and Breakup Fees with respect to the A-List Assets: The Seller is responsible for seeking the approval of fair bid procedures for competing bids on the A-List Assets. At a minimum, competing bids for the A-List Assets will have to be at least \$50,000 higher than the A-List Purchase Price. The Seller will provide in such bid procedures order as is approved by the Bankruptcy Court that if a competing bidder succeeds in outbidding the Purchaser for the A-List Assets, the Purchaser will receive \$25,000 from the proceeds of the sale to any third-party, provided such sale actually closes, as a Breakup Fee, in order to defer costs and expenses associated with negotiating the transaction contemplated by the Agreement. This will not result in any diminution of the Seller's estate, as competing bids are required to be at least \$50,000 higher than the Purchase Price.

12. Certain Premises Vacated on or before December 31, 2006: Seller may decide to vacate certain locations as of December 31, 2006. To the extent any of those locations are listed on Exhibit A or Exhibit B hereto, then on or before December 19, 2006, Seller shall designate in writing to Purchaser which locations listed on either Exhibit A or Exhibit B that Seller intends to vacate by December 31, 2006 (the "Vacated Premises"). With respect to each

of the Vacated Premises, Purchaser shall have until 4:00 p.m. on December 26, 2006 to notify Seller in writing whether it intends to either (i) pay January rent due on that Vacated Premise or (ii) to have the Closing for the purchase of the Assets related to that Vacated Premise occur on December 29, 2006. The parties hereby agree that Seller is under no obligation to pay any rent or other lease obligations for any Vacated Premises, unless and until any such Lease is assumed and assigned to Purchaser pursuant to section 365 of the Bankruptcy Code. With respect to any Vacated Premise as to which Purchaser does not timely notify Seller of its intent to either (i) pay January rent due on that Vacated Premise or (ii) to have the Closing for the purchase of those Assets on December 29, 2006, Seller shall have the right to dispose of the Assets related to each such Vacated Premises as it determines best in its sole discretion. With respect to any store that Purchaser timely notifies Seller of its intent to either (i) pay January rent due on that Vacated Premise or (ii) to have the Closing for the purchase of those Assets on (ii) December 29, 2006, Seller shall not remove any of the Assets from that Vacated Premises between January 1, 2007 and the Closing Date or January 23, 2007, if Purchaser does not elect to purchase the B-List Assets at that Vacated Premise. With respect to each Vacated Premise for which Purchaser elects to pay rent, Purchaser shall pay that rent by no later than January 5, 2007. If Seller disposes of the Assets located at any Vacated Premise that is listed on Exhibit A hereto prior to the expiration of the period set forth in paragraph 8(c) hereof, then Purchaser shall have the right to purchase the remaining A-List Assets if a satisfactory price can be negotiated with the Debtor, provided that such price must be acceptable to the NBW Unsecured Creditors Committee and SunTrust Bank, N.A.

13. Cooperation in Transition: Seller shall cooperate in good faith with Purchaser with respect to delivery of possession to Purchaser of the purchased Assets and assigned Leases and with respect to any desire by Purchaser to interview current employees of Seller.

14. Closing:

(a) The payment of amounts due, curing of Lease defaults, delivery of documents and completion of other items related to the transfer of the Business and the Assets purchased by Purchaser (the "Closing") shall occur on or before January 31, 2007 or some earlier date agreed upon by the parties, and shall occur at such location as may be mutually agreeable to the parties. Purchaser shall have no right to possession of, or control over, any purchased Assets prior to Closing.

(b) Purchaser and Seller agree that time is of the essence of this Agreement. Purchaser and Seller agree that the Closing for the A-List Assets may occur on a date separate from the date of Closing for the B-List Assets.

15. Representations and Warranties of Seller: Seller represents and warrants to and covenants with Purchaser, and Purchaser's successors and assigns (which representations, warranties and covenants shall survive the Closing), as follows:

(a) Seller is a corporation, which is a debtor-in-possession in case number 3:06-02227, United States Bankruptcy Court, for the Middle District of Tennessee.

(b) Subject to the approval of the Bankruptcy Court, Seller has full power and authority to execute and deliver the Agreement and to consummate the transactions contemplated hereby. The execution, delivery and consummation of this Agreement have been duly authorized and approved by such officers, directors, shareholders, partners and/or members of Purchaser as required by, and in accordance with, applicable laws and the instruments, agreements and documents controlling Purchaser's governance.

(c) To the extent set forth in the Sale Order approving this Agreement, the Assets will be sold free and clear of any liens, encumbrances, and claims.

(d) Except as expressly set forth in the subparagraph below, Seller makes no representations or warranties about the condition or quantity of the Assets, and all such Assets are being conveyed as is and where is. Notwithstanding the foregoing, Seller warrants as of the Closing that, to Chip Mincey's and David Hinkle's knowledge, after entry of the Order approving the Asset Purchase Agreement, Seller has not moved, sold, or otherwise disposed of any material amount of the Assets, other than inventory and supplies in the ordinary course of business, except as authorized by this Agreement.

(e) Seller has not employed any broker or finder or incurred any liability for any brokerage fees, commissions, finder fees or similar fees or expenses, and no broker or finder has acted directly or indirectly for Seller in connection with this Agreement or the transactions contemplated hereby.

16. Representations and Warranties of Purchaser: Purchaser represents and warrants to and covenants with Seller (which representations and warranties shall survive the Closing) as follows:

(a) Purchaser has full power and authority to execute and deliver the Agreement and to consummate the transactions contemplated hereby.

(b) Purchaser has not employed any broker or finder or incurred any liability for any brokerage fees, commissions, finder fees or similar fees or expenses in connection with the transactions contemplated by this Agreement, and no broker or finder has acted on Purchaser's behalf.

(c) As of the date of this Agreement and at all times through and including the Closing, Purchaser has and will have sufficient cash, available lines of credit or other sources of immediately available funds to enable it to make payment of the Purchase Price and any other amounts to be paid by it under this Agreement.

(d) Purchaser has and will have sufficient cash, available lines of credit or other sources of immediately available funds to enable it to fully perform the terms of the Leases.

17. Conditions Precedent to the Obligations of Purchaser: The obligations of Purchaser under this Agreement are subject to the following conditions precedent:



(a) The representations, warranties and covenants made by Seller herein to Purchaser shall be true and correct in all material respects on and as of the Closing Date with the same effect as if such representations, warranties and covenants had been made on and as of the date of the Closing.

(b) The Assets to be purchased by Purchaser and the Businesses shall not have been adversely affected in any material way (whether or not covered by insurance) as a result of any fire, casualty, act of God or other force or any labor dispute or disturbances.

(c) Seller shall have fully performed all covenants of Seller in this Agreement which must be performed by Seller on or before the Closing.

18. Conditions Precedent to the Obligations of Seller: The obligations of Seller shall be subject to the condition precedent that all warranties, representations, and covenants made by Purchaser to Seller in this Agreement shall be true and correct in all material respects on and as of the Closing with the same effect as if such warranties, representations, and covenants had been made on and as of the date of the Closing, and Purchaser shall have performed or complied with all agreements, covenants and conditions on its part required to be performed or complied with on or prior to the Closing.

19. Costs: Purchaser and Seller will bear their own costs and expenses (including without limitation, broker's fees, attorney's fees, and accountant's fees)

20. Notices: Any notice under this Agreement shall be effectively given upon receipt, if made by Certified Mail, postage prepaid, or by recognized overnight delivery service, or via hand-delivery in person, and addressed as follows (or at such change of address given by one party to the other in writing after the date hereof):

If to Purchaser:           WDW Management Company, LLC  
                                  11130 Kingston Pike  
                                  PMB 1-184  
                                  Knoxville, TN 37934  
                                  Fax: 865-675-0557

With a copy to:

Gene L. Humphreys  
Bass, Berry & Sims, PLC  
315 Deaderick Street, Suite 2700  
Nashville, TN 37238  
Fax: 616-742-0404

If to Seller:               National Book Warehouse, Inc,  
                                  5700 Casey Drive  
                                  Knoxville, TN 37909  
                                  Fax: 865-558-9903

With a copy to:

Glenn B. Rose  
Harwell Howard Hyne Gabbert & Manner, P.C.  
315 Deaderick Street, 18th Floor  
Nashville, TN 37238  
Fax: 615-251-1059

21. Final Agreement: This Agreement represents the full agreement between the parties and supersedes any and all prior negotiations and understandings between them. This Agreement may not be modified or amended except by a written instrument executed by all of the parties.

22. Attorneys Fees: In any action between the parties to enforce any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled to recover from the non-prevailing party, in addition to damages, injunctive relief or other relief, and its reasonable costs and expenses, including, without limitation, costs and reasonable attorneys' fees (including on appeal).

23. Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Tennessee. The Bankruptcy Court will have jurisdiction over all matters, including any legal action, suit or proceeding arising out of or relating to this Agreement or the contemplated transaction and the interpretation, implementation and enforcement of this Agreement, and the parties hereto irrevocably submit and consent to such jurisdiction.

24. Severability: If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successor-in-interest and assigns.

25. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.


26. Headings: Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

PURCHASER:

WDW MANAGEMENT COMPANY, LLC

By:

  
CFO

SELLER:

NATIONAL BOOK WAREHOUSE, INC.,  
a Delaware corporation

By:

  
David Hinkle, President

With a copy to:

Glenn B. Rose  
Harwell Howard Hyne Gabbert & Manner, P.C.  
315 Deaderick Street, 18th Floor  
Nashville, TN 37238  
Fax: 615-251-1059

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

PURCHASER:

WDW MANAGEMENT COMPANY, LLC

By: \_\_\_\_\_

SELLER:

NATIONAL BOOK WAREHOUSE, INC.,  
a Delaware corporation

By: David Hinkle, President  
David Hinkle, President

**EXHIBIT A****A-LIST ASSETS**

<b>STORE NUMBER</b>	<b>LEASED PROPERTY LOCATION</b>	<b>LANDLORD</b>	<b>CURE AMOUNT</b>
7052	250 International Drive Suite 326 Orlando, FL 32819	BT Orlando Limited Partnership c/o Belz Enterprises 100 Peabody Place Suite 1400 Memphis, TN 38103	\$6,538.83
6004	1500 SE E. Devils Lake Road Suite 310 Lincoln City, OR 97367	COROC/Lincoln City, LLC c/o Tanger Properties 3200 Northline Avenue Suite 360 Greensboro, NC 27408	\$1,599.18
1009	20321 West 151st Street Olathe, KS 66061	GM Olathe, LLC 150 East Gay Street 24th Floor Columbus, OH 43215	\$10,973.57
7003	2700 State Road 16 Suite 303 St. Augustine, FL 32092	CPG Partners, LP c/o Chelsea Property Group, Inc. 105 Eisenhower Parkway, Roseland, NJ 07068	\$23,695.69
4514	53 Settlers Green Suite D19 North Conway, NH 03860	Settlers R1, Inc. c/o OVP Management, Inc. 13 Settlers Green North Conway, NH 03860	\$4,756.70
7044	333 Five Cities Drive Suite 141 Pismo Beach, CA 93449	Second Horizon Group, LP c/o Prime Retail, LP 217 East Redwood Street 20th Floor Baltimore, MD 21202	\$10,597.18
7041	10835 Kings Road Suite 640 Myrtle Beach, SC 29572	TWMB Associates, LLC c/o Tanger Properties, Inc. 3200 Northline Avenue Suite 360 Greensboro, NC 27408	\$1,796.07

All personal property (including without limitation, inventory, fixtures, furniture, and equipment, and signage) located at the premises of the above Acquired Leases.

**EXHIBIT B**

**B-LIST ASSETS**

<u>Location</u>	<u>Store Number</u>
Pigeon Forge, TN	1001
Branson, MO	7065
Morrisville, NC	7019
Locust Grove, GA	7062
Casa Grande, AZ	7070
Tuscola, IL	5041
Seaside, OR	7001
Laughlin, NV	7067
Fremont, IN	5503
North Bend, WA	6005
Lebanon, TN	7011
Wyomissing, PA	5060
Warrenton, MO	7066
Gonzalez, LA	5017
West Branch, MI	7064
Calhoun, GA	7028
Williamsburg, IA	7048
Petaluma, CA	5045
Tilton, NH	5033
Tulalip, WA	7071

All personal property (including without limitation, inventory, fixtures, furniture, and equipment, and signage) located at the above Locations.

## Exhibit C

Restrictions set forth in the agreements between Debtors and Amazon setting forth the terms of use of customer identifying information.

Customers who physically sign up to be on NBW's mailing and/or email lists are notified that NBW would not sell or provide the information to third-parties not affiliated with the operation of NBW's business.