

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	BANKRUPTCY COURT ORDER AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' GRANDY'S ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Capital Finance, LLC	FORMERLY Wells Fargo Foothill, LLC	12/05/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SSI-Grandy's LLC		
Street Address:	4004 Belt Line Road		
Internal Address:	Suite 160		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	SSI Group Holding Corp.		
Street Address:	4004 Belt Line Road		
Internal Address:	Suite 160		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	CORPORATION: DELAWARE		
Name:	Souper Salad, Inc.		
Street Address:	4004 Belt Line Road		
Internal Address:	Suite 160		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	CORPORATION: TEXAS		

Name:	Souper Brands, Inc.
Street Address:	4004 Belt Line Road
Internal Address:	Suite 160
City:	Addison
State/Country:	TEXAS
Postal Code:	75001
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1362672	
Registration Number:	1376411	GRANDY'S
Registration Number:	2366475	HOMESTYLE IN A HURRY

CORRESPONDENCE DATA

Fax Number: (312)862-2200
 Phone: 3128623312
 Email: patrick.lau@kirkland.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Kirkland & Ellis LLP
 Address Line 1: 300 North LaSalle
 Address Line 2: c/o Patrick Lau, Legal Assistant
 Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	11629-3 PL
NAME OF SUBMITTER:	Patrick Lau
Signature:	/pl/
Date:	03/16/2012

Total Attachments: 32

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

In re:)	Chapter 11
)	
SSI GROUP HOLDING CORP., <u>et al.</u> , ¹)	Case No. 11-12917 (MFW)
)	
Debtors.)	Jointly Administered
)	
)	Related to Docket Nos. 18, 133, 207, 239, 275
)	

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

Upon the motion dated September 14, 2011 [Docket No. 18] (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") pursuant to sections 105(a), 363 and 365 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for entry of an order (the "Order") (a) approving the purchase and sale of substantially all of the Debtors' assets free and clear of liens, claims, encumbrances and other interests, with such purchase and sale to be consummated in accordance with the terms and conditions of the Grandy's Asset Purchase Agreement (as defined below), (b) authorizing and approving the execution and delivery of the Grandy's Asset Purchase Agreement; (c) approving

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: SSI Group Holding Corp. (0158); Souper Salad, Inc. (0941); SSI-Grandy's LLC (4554); and Souper Brands, Inc. (5468). The Debtors' corporate headquarters and the mailing address for each of the Debtors is 4004 Belt Line Road, Suite 160, Addison, Texas 75001.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Grandy's Asset Purchase Agreement (as defined herein).

procedures and rights related to the assumption and assignment of certain executory contracts and unexpired leases; and (d) granting related relief, all as more fully described in the Motion; and the Court having entered on October 6, 2011 [Docket No. 133] its *Order (A) Approving Competitive Bidding and Sale Procedures; (B) Approving Form and Manner of Notices; (C) Approving Form of Asset Purchase Agreements, Including Breakup Fee and Expense Reimbursement; (D) Scheduling Dates to Conduct Auction and Hearing to Consider Final Approval of Sales, Including Treatment of Executory Contracts and Unexpired Leases; and (E) Granting Related Relief* (the “Bidding Procedures Order”); and no competing bids for the Acquired Assets having been received; and the Debtors having determined that the highest and otherwise best offer for Acquired Assets was made by Captain D’s, LLC (the “Purchaser”) in the form of (i) the Asset Purchase Agreement by and among the Purchaser and the Debtors, dated as of September 14, 2011, and (ii) the Amendment No. 1 to Asset Purchase Agreement dated as of December 5, 2011, copies of which are collectively attached hereto as Exhibit A (together with the exhibits and schedules thereto, collectively (each as may be amended or supplemented from time to time), the “Grandy’s Asset Purchase Agreement”); and the Court having conducted a hearing on December 5, 2011 (the “Sale Hearing”) to consider the approval of the Sale pursuant to the terms and conditions of the Grandy’s Asset Purchase Agreement, and the Court having considered: (i) the Motion and any objections thereto, (ii) the proposed Sale of the Acquired Assets by Debtors to the Purchaser pursuant to the Grandy’s Asset Purchase Agreement, (iii) the arguments of counsel made, and evidence adduced, related thereto, and (iv) the full record in these chapter 11 cases, including the record related to the hearing to consider the Bidding Procedures Order and the Sale Hearing held before the Court; all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the Grandy’s Asset

Purchase Agreement and sale of the Acquired Assets and other transactions contemplated by the Grandy's Asset Purchase Agreement; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest; it is hereby

FOUND, CONCLUDED AND DETERMINED THAT:³

A. The findings and conclusions set forth herein constitute this 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 that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. This Court has jurisdiction over the Motion and over the property of Debtors, including the Acquired Assets to be sold, transferred and conveyed pursuant to the Grandy's Asset Purchase Agreement, pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these chapter 11 cases and the Motion in this district and Court is proper under 28 U.S.C. §§ 1408 and 1409.

D. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court finds that there is no just reason for delay in the implementation of this Order, and directs entry of judgment as set forth herein.

³ All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith.

E. The Acquired Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

F. The statutory bases for the relief requested in the Motion are sections 105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014.

G. On September 14, 2011 (the "Petition Date"), each of the Debtors filed voluntary petitions under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued to operate their businesses and manage their properties as debtors-in-possession pursuant to Bankruptcy Code sections 1107 and 1108.

H. This Court entered the Bidding Procedures Order on October 6, 2011, (i) establishing bidding and auction procedures (the "Bidding Procedures"); (ii) approving proposed bid protections to the Purchaser in accordance with the Grandy's Asset Purchase Agreement; (iii) scheduling the Auction (if necessary) and the Sale Hearing to consider the sale of the Acquired Assets, to the extent set forth in the Bidding Procedures Order; (iv) establishing procedures for noticing and determining cure amounts related to the Debtors' executory contracts and unexpired leases; (v) approving the form and manner of notice of all procedures, protections, schedules and agreements, and (vi) granting certain related relief.

I. On November 8, 2011, the Debtors filed with this Court a *Notice of (I) Filing of Stalking Horse Agreement for the Purchase and Sale of Substantially all of the Assets of the Debtors' Souper Salad Business, and (II) Extension of Deadline for Submission of Competing Bids for the Souper Salad and/or Grandy's Businesses* [Docket No. 207] (the "Bid Deadline Extension Notice"). Pursuant to the Bid Deadline Extension Notice, the deadline for the

submission of competing bids for the Souper Salad assets and/or Grandy's assets was extended for all parties until November 14, 2011 at 12:00 p.m. (Eastern Time).

J. Actual written notice of, and a reasonable opportunity to object or be heard with respect to, the Sale Hearing, the Auction, the Motion and the Sale has been afforded to all known parties in interest, including, but not limited to, the following parties: (i) all creditors or their counsel known to the Debtors to assert a lien (including any security interest), claim, right, interest or encumbrance of record against all or any portion of the Acquired Assets; (ii) the Office of the United States Trustee for the District of Delaware; (iii) the Environmental Protection Agency; (iv) all applicable federal, state and local taxing and regulatory authorities of the Debtors or recording offices or any other governmental authorities that, as a result of the sale of the Acquired Assets, may have claims, contingent or otherwise, in connection with the Debtors' ownership of the Acquired Assets or have any known interest in the relief requested by the Motion; (v) the state and local environmental agencies in the jurisdictions where the Debtors own or lease real property; (vi) counsel to the Purchaser; (vii) counsel to the Debtors' prepetition and postpetition secured lenders; (viii) the United States Attorney's Office for the District of Delaware; (ix) all parties in interest who have requested notice pursuant to Bankruptcy Rule 2002; (x) counsel to the Committee of Unsecured Creditors appointed in these cases (the "Committee"); (xi) all parties to any litigation involving the Debtors; (xii) all other known creditors and interest holders of Debtors; (xiii) all counterparties to any executory contract or unexpired lease of the Debtors; and (xiv) all potential bidders previously identified or otherwise known to the Debtors.

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

L. The Sale Notice (as defined in the Bidding Procedures Order) provided all interested parties with timely and proper notice of the Sale contemplated by the Grandy's Asset Purchase Agreement, the Sale Hearing and the Auction.

M. As evidenced by the affidavits of service previously filed with this Court, proper, timely, adequate and sufficient notice of the Motion, the Auction, the Sale and the Sale Hearing has been provided in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014. The Debtors also have complied with all obligations to provide notice of the Motion, the Auction, the Sale and the Sale Hearing required by the Bidding Procedures Order, including with respect to notice of the assumption, sale and assignment of each Assumed Executory Contract. Notice of the Sale Hearing, the Auction, the Motion and the Sale was also published in *The New York Times* (national edition) on October 12, 2011 (and an affidavit of publication was filed with the Court on October 13, 2011 [Docket No. 152]). The notices described above were good, sufficient and appropriate under the circumstances, and no other or further notice of the Motion, the Auction, the Sale and the Sale Hearing is required.

N. The disclosures made by the Debtors in the Motion, the Sale Notice and related documents filed with the Court concerning the Grandy's Asset Purchase Agreement, the Auction, the Sale and the Sale Hearing were good, complete and adequate.

O. The Bidding Procedures set forth in the Bidding Procedures Order were non-collusive, proposed and executed in good faith as a result of arm's length negotiations, and were substantively and procedurally fair to all parties.

P. The Debtors conducted the sale process in accordance with, and have otherwise complied in all respects with, the Bidding Procedures Order. The sale process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any entity to make a higher or otherwise better offer to purchase the Acquired Assets.

Q. The terms contained in the Grandy's Asset Purchase Agreement constitute the highest and best offer for the Acquired Assets, and will provide a greater recovery for the Debtors' estates for the Acquired Assets than would be provided by any other available alternative. The Debtors' determination that the Grandy's Asset Purchase Agreement constitutes the highest and best offer for the Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment.

R. The Grandy's Asset Purchase Agreement and the Sale contemplated thereby represent a fair and reasonable offer to purchase the Acquired Assets under the circumstances of the chapter 11 cases. No other entity or group of entities has offered to purchase the Acquired Assets for greater economic value to the Debtors' estates than the Purchaser.

S. Approval of the Motion and the Grandy's Asset Purchase Agreement and the consummation of the Sale contemplated thereby is in the best interests of the Debtors, their creditors, their estates and other parties in interest.

T. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale of the Acquired Assets

outside the ordinary course of business. Such business reasons include, but are not limited to, the following: (i) the Grandy's Asset Purchase Agreement constitutes the highest and best offer for the Acquired Assets; (ii) the Grandy's Asset Purchase Agreement and the closing thereon will present the best opportunity to realize the value of the Acquired Assets on a going concern basis and avoid decline and devaluation of the Acquired Assets; and (iii) any other transaction, including pursuant to a plan of reorganization, would not have yielded as favorable an economic result.

U. The Purchaser is purchasing the Acquired Assets in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protections of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that, *inter alia*: (i) the Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Acquired Assets; (ii) the Purchaser complied with the provisions in the Bidding Procedures Order; (iii) the Purchaser agreed to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order; (iv) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Sale have been disclosed; (v) the Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction; and (vi) the negotiation and execution of the Grandy's Asset Purchase Agreement, including the Sale contemplated thereby, were at arms-length and in good faith.

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

W. The consideration provided by the Purchaser pursuant to the Grandy's Asset Purchase Agreement is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

X. By consummating the Sale, the Purchaser is not a mere continuation of the Debtors or their estates and there is no continuity between the Purchaser and the Debtors. The Purchaser is not holding itself out to the public as a continuation of the Debtors. The Purchaser is not a successor to the Debtors or their estates and the Sale does not amount to a consolidation, merger or de facto merger of the Purchaser and the Debtors.

Y. The Sale outside a plan of reorganization pursuant to the Grandy's Asset Purchase Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization of the Debtors. The Sale does not constitute a *sub rosa* plan.

Z. The Debtors, acting by and through their existing agents, representatives and officers, have full corporate power and authority to execute and deliver the Grandy's Asset Purchase Agreement and all other documents contemplated thereby, and no further consents or approvals are required for the Debtors to consummate the Sale contemplated by the Grandy's Asset Purchase Agreement, except as otherwise set forth in the Grandy's Asset Purchase Agreement.

AA. The Purchaser has not agreed to assume and shall have no obligations with respect to any liabilities of the Debtors or their subsidiaries or Affiliates other than as expressly set forth in the Grandy's Asset Purchase Agreement.

BB. The transfer of each of the Acquired Assets to the Purchaser will be as of the Closing Date a legal, valid and effective transfer of such assets, and vests or will vest the Purchaser with all right, title and interest of the Debtors to the Acquired Assets free and clear of all Interests or Claims (as defined below in paragraph 8) accruing, arising or relating thereto any time prior to the Closing Date, unless otherwise assumed in the Grandy's Asset Purchase Agreement.

CC. The Debtors may sell the Acquired Assets free and clear of all Interests or Claims against the Debtors, their estates or any of the Acquired Assets (unless otherwise assumed in the Grandy's Asset Purchase Agreement) because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Interests or Claims against the Debtors, their estates or any of the Acquired Assets who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such Interests or Claims who did object fall within one or more of the other subsections of section 363(f) and are adequately protected by having their Interests or Claims, if any, in each instance against the Debtors, their estates or any of the Acquired Assets, attach to the cash proceeds of the Sale ultimately attributable to the Acquired Assets in which such creditor alleges an interest, in the same order of priority, with the same validity, force and effect that such creditor had prior to the Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

DD. If the sale of the Acquired Assets to the Purchaser were not free and clear of all Interests or Claims (except as otherwise assumed in the Grandy's Asset Purchase Agreement), or if the Purchaser would, or in the future could, be liable for any of the Interests or

Claims (except as otherwise assumed in the Grandy's Asset Purchase Agreement), the Purchaser would not have entered into this Grandy's Asset Purchase Agreement and would not consummate the Sale, thus adversely affecting the Debtors, their estates and their creditors.

EE. The assumption and assignment of the Assumed Executory Contracts pursuant to the terms of this Order is integral to the Grandy's Asset Purchase Agreement and is in the best interests of the Debtors and their estates, creditors and other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors.

FF. The Debtors and Purchaser have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code, including sections 365(b)(1)(A), (B) and 365(f), in connection with the sale and assumption and assignment of the Assumed Executory Contracts to the extent provided under the Grandy's Asset Purchase Agreement. As evidenced by, among other things, the *Declaration of M.Kurt Lentz in Support of Adequate Assurance of Future Performance Under Assigned Contracts and Leases*, [Docket No. 275] filed with this Court on December 2, 2011, the Purchaser is able to demonstrate adequate assurance of future performance with respect to any Assumed Executory Contracts pursuant to section 365(b)(1)(C) of the Bankruptcy Code. Except as provided by in the Grandy's Asset Purchase Agreement, the Assumed Executory Contracts are assignable notwithstanding any provisions contained therein to the contrary.

GG. Given all of the circumstances of the chapter 11 cases and the adequacy and fair value of the Purchase Price under the Grandy's Asset Purchase Agreement, the Sale constitutes a reasonable and sound exercise of the Debtors' business judgment, is in the best interests of the Debtors, their estates, their creditors and other parties in interest and should be approved.

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

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

1. The relief requested in the Motion with respect to the sale of the Grandy's Acquired Assets is granted and approved, and the Sale and the Grandy's Asset Purchase Agreement are approved and authorized.

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

3. Notice of the Motion, the Auction, the Sale Hearing and the Sale was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

Approval of the Sale of the Acquired Assets

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

5. The Sale and the consideration provided by the Purchaser under the Grandy's Asset Purchase Agreement is fair and reasonable and shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and other applicable law.

6. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors, acting by and through their existing agents, representatives and officers, are authorized and empowered to take any and all actions necessary or appropriate to (a) consummate the Sale pursuant to and in accordance with the terms and conditions of the Grandy's Asset Purchase Agreement, (b) close the Sale as contemplated in the Grandy's Asset Purchase Agreement and this Order, (c) transfer and assign all right, title and interest (including common law rights) to all property, licenses and rights to be conveyed in accordance with the terms and conditions of the Grandy's Asset Purchase Agreement, (d) execute and deliver, perform under, consummate, implement and close fully the Grandy's Asset Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Grandy's Asset Purchase Agreement and the Sale, including any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Grandy's Asset Purchase Agreement and such other ancillary documents and (e) to pay to the DIP Agent on behalf of the DIP Lenders sufficient proceeds to pay any currently outstanding amount of the DIP Obligations as defined in and in accordance with the Final Debtor in Possession Financing Order [Docket No. 132].

7. This Order shall be binding in all respects upon the Debtors, their estates, all creditors, all holders of equity interests in the Debtors, all holders of any Interests or Claims (as defined below in paragraph 8) (whether known or unknown) against any Debtor, any holders of Interests or Claims against or on all or any portion of the Acquired Assets, all counterparties to any executory contract or unexpired lease of the Debtors, the Purchaser and all successors and assigns of the Purchaser, and any trustees, examiners or other fiduciary under any section of the Bankruptcy Code, if any, subsequently appointed in any of the Debtors' chapter 11 cases or upon

a conversion to chapter 7 under the Bankruptcy Code of the Debtors' cases. The terms and provisions of the Grandy's Asset Purchase Agreement and this Order shall inure to the benefit of the Debtors, their estates, and their creditors, the Purchaser, and their respective affiliates, successors, and assigns, and any affected third parties, including, but not limited to, all persons asserting any Interests or Claims in the Acquired Assets to be sold to the Purchaser pursuant to the Grandy's Asset Purchase Agreement, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise shall be binding.

Sale and Transfer of Acquired Assets

8. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, upon the Closing Date and pursuant to, and except as otherwise set forth in, the Grandy's Asset Purchase Agreement, the Acquired Assets shall be transferred to the Purchaser free and clear of all encumbrances, claims, interests, and liens, including, without limitation, Excluded Liabilities, mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, leases, licenses, options, deeds of trust, security interests, other interests, conditional sale or other title retention agreements, pledges, liens (including as that term is defined in the Grandy's Asset Purchase Agreement and including, without limitation, mechanics', materialmen's and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, or tax, decrees of any court or foreign or domestic governmental entity, or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise

of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, including, but not limited to, any pension liabilities, retiree medical benefit liabilities, liabilities related to the Employee Retirement Income Security Act, liabilities related to the Internal Revenue Code, or any other liability relating to Debtors' current and former employees, including any withdrawal liabilities, of the Debtors or any of the Debtors' predecessors or Affiliates, claims (as that term is defined in the Bankruptcy Code), whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability (other than Assumed Liabilities) (collectively, the "Interests or Claims"), with all such Interests or Claims (other than Assumed Liabilities), if any, to attach to the cash proceeds of the Sale in the order of their priority, with the same validity, force and effect which they now have as against the Acquired Assets, subject to any claims and defenses the Debtors may possess with respect thereto.

9. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of all of the Acquired Assets or a bill of sale transferring good and marketable title in such Acquired Assets to Purchaser pursuant to the terms and allocations set forth in the Grandy's Asset Purchase Agreement. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete and general assignment of all right, title and interest of the Debtors and each estate to the Purchaser in the Assumed Executory Contracts. For the

avoidance of doubt, the Excluded Assets set forth in the Grandy's Asset Purchase Agreement are not included in the Acquired Assets.

10. Subject to the terms and conditions of this Order, the transfer of Acquired Assets to the Purchaser pursuant to the Grandy's Asset Purchase Agreement and the consummation of the Sale and any related actions contemplated thereby does not require any consents other than as specifically provided for in the Grandy's Asset Purchase Agreement and constitutes a legal, valid and effective transfer of the Acquired Assets, and shall vest Purchaser with right, title and interest of the Debtors in and to the Acquired Assets as set forth in the Grandy's Asset Purchase Agreement, as applicable, free and clear of all Interests or Claims of any kind or nature whatsoever (except as otherwise assumed in the Grandy's Asset Purchase Agreement).

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

12. All entities that are presently, or on the Closing may be, in possession of some or all of the Acquired Assets to be sold, transferred or conveyed pursuant to the Grandy's Asset Purchase Agreement are hereby directed to surrender possession of the Acquired Assets to the Purchaser on the Closing Date.

13. Upon consummation of the Sale set forth in the Grandy's Asset Purchase Agreement, if any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Interests or Claims against or in the Acquired Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfactions, releases of all Interests or Claims that the person or entity has with respect to the Acquired Assets (unless otherwise assumed in the Grandy's Asset Purchase Agreement), or otherwise, then (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets and (b) the Purchaser is hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests or Claims in the Acquired Assets of any kind or nature (except as otherwise provided in the Grandy's Asset Purchase Agreement). For the avoidance of doubt, to the extent necessary, upon consummation of the Sale set forth in the Grandy's Asset Purchase Agreement, the Purchaser is authorized to file termination statements, lien terminations or other amendments in any required jurisdiction to remove and record, notice filings or financing statements recorded to attach, perfect or otherwise notice any lien or encumbrance that is extinguished or otherwise released pursuant to this Order under section 363 and the related provisions of the Bankruptcy Code.

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

Contracts to be Assumed and Assigned

15. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, and subject to and conditioned upon the occurrence of the Closing Date, the Debtors' assumption and assignment to the Purchaser, and the Purchaser's assumption on the terms set forth in the Grandy's Asset Purchase Agreement of the Assumed Executory Contracts is hereby approved in its entirety, and the requirements of section 365 of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

16. The Debtors are hereby authorized in accordance with sections 105(a), 363 and 365 of the Bankruptcy Code to (a) assume and assign to the Purchaser, effective upon the Closing Date of the sale of the Acquired Assets, the Assumed Executory Contracts free and clear of all Interests or Claims of any kind or nature whatsoever (except as otherwise assumed in the Grandy's Asset Purchase Agreement) and (b) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Assumed Executory Contracts to the Purchaser.

17. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested in all right, title and interest of each Assumed Executory Contract. The Debtors shall cooperate with, and take all actions reasonably requested by, the Purchaser to effectuate the foregoing, as further provided in the Grandy's Asset Purchase Agreement.

18. The Assumed Executory Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Assumed Executory Contract that is assumed and assigned to Purchaser pursuant to the Grandy's Asset Purchase Agreement (including those of

the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts or conditions such assignment or transfer.

19. Pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, at the Closing, the Purchaser shall pay to the respective counterparty or into an escrow account, as the case may be, the Cure Amounts relating to any Assumed Executory Contracts. The Purchaser shall provide the Debtors with proof, reasonably satisfactory to the Debtors and the Committee, that such Cure Amounts have been paid.

20. The Cure Amounts, to which no objections have been filed, are hereby fixed at the amounts set forth in the Cure Notice served by the Debtors, or as otherwise agreed, in writing, and with the consent of the Purchaser not to be unreasonably withheld, between the Debtors and the non-Debtor third parties to such Assumed Executory Contracts, and the non-Debtor parties to such Assumed Executory Contracts are forever bound by such Cure Amounts and, upon payment of such Cure Amounts, are hereby enjoined from taking any action against the Purchaser or the Acquired Assets with respect to any claim for cure under any Assumed Executory Contract. With respect to those non-Debtor parties to Assumed Executory Contracts that filed timely objections to the Cure Amounts, the Cure Amounts shall either be fixed at the amounts stated on the record of the Sale Hearing, or as otherwise agreed, in writing and with the consent of the Purchaser not to be unreasonably withheld, between the Debtors and such non-Debtor third parties. In the event such Cure Amounts are not fixed on or before the Closing, the full asserted Cure Amount (or such lesser amount as may be agreed to in writing and with the consent of the Purchaser not to be unreasonably withheld, between the Debtors and the non-Debtor party or parties) shall be paid into an escrow account to be held until such time as the Cure Amount is either agreed between the parties, in which case no further order of this Court

shall be necessary for the release and payment of such Cure Amount, or the Cure Amount is determined by further Order of this Court.

21. The payment of the applicable Cure Amounts (if any) by the Purchaser shall (a) effect a cure of all defaults existing thereunder as of the date that such executory contracts or unexpired leases are assumed and (b) compensate for any actual pecuniary loss to such non-Debtor party resulting from such default. The Purchaser shall then have assumed the Assumed Executory Contracts, and pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Debtors of such Assumed Executory Contracts shall not be a default thereunder. After the payment of the relevant Cure Amounts by the Purchaser, neither the Debtors nor the Purchaser shall have any further liabilities to the counterparties to the Assumed Executory Contracts, other than the Purchaser's obligations under the Assumed Executory Contracts, that accrue and become due and payable on or after the date that such Assumed Executory Contracts are assumed.

22. Any provisions in any Assumed Executory Contracts that prohibit or condition the assignment of such Assumed Executory Contracts or allow the party to such Assumed Executory Contracts 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 Debtors and assignment to the Purchaser of the Assumed Executory Contracts have been satisfied.

23. Any party having the right to consent to the assumption or assignment of any Assumed Executory Contract that failed to object to such assumption or assignment is

deemed to have consented to such assumption and assignment as required by section 365(c) of the Bankruptcy Code.

24. The Purchaser shall be deemed to be substituted for the Debtors as a party to the applicable Assumed Executory Contracts and the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assumed Executory Contracts.

25. The Purchaser has provided adequate assurance of 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.

26. There shall be no assignment fees, increases, rent-acceleration or any other fees charged to the Purchaser or the Debtors as a result of the assumption and assignment of the Assumed Executory Contracts.

27. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, all counterparties to the Assumed Executory Contracts are forever barred and permanently enjoined from raising or asserting against the Debtors or 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 date that such Contracts are assumed or arising by reason of the Closing.

28. Neither the Purchaser nor any successor of the Purchaser shall be responsible for or have any Interests or Claims or obligations arising out of any of the contracts, agreements or understandings that are Excluded Contracts after the Closing Date (except as specifically provided by the Grandy's Asset Purchase Agreement).

29. Within two (2) business days after the Closing Date, the Debtors will file with this Court a complete list of the Scheduled Contracts that were assumed and assigned, as of the Closing Date, to the Purchaser.

Additional Provisions

30. Effective upon the Closing Date, and except as otherwise provided in this Order or the Grandy's Asset Purchase Agreement, all entities are forever prohibited and permanently 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 against the Purchaser, its successors and assigns, or the Acquired Assets, with respect to any (a) Interests or Claims arising under, out of, in connection with or in any way relating to the Debtors, the Purchaser, the Acquired Assets, or the operation of the Business or the Acquired Assets prior to the closing of the Sale, or (b) successor liability, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Purchaser, its successors or assigns, assets or properties, (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Purchaser, its successors, assets or properties, (iii) creating, perfecting or enforcing any Interests or Claims against the Purchaser, its successors or assigns, assets or properties; (iv) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the Purchaser or its successors or assigns, (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of this Court, or the agreements or actions contemplated or taken in respect thereof, or (vi) revoking, terminating or failing or refusing to issue or renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets.

31. Except as otherwise expressly provided in the Grandy's Asset Purchase Agreement, the Purchaser shall have no obligation, as successor or otherwise (including with respect to successor or vicarious liabilities of any kind or character), to pay wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any under-funding with respect to any and all pension plans) or any other payment to employees of Debtors or their Affiliates. Except as otherwise expressly provided in the Grandy's Asset Purchase Agreement, the Purchaser shall have no liability, as successor or otherwise (including with respect to successor or vicarious liabilities of any kind or character), with respect to any collective bargaining agreement, employee pension plan, employee welfare or retention, benefit and/or incentive plan to which Debtors or their Affiliates are a party and relating to the Business (including, without limitation, arising from or related to the rejection or other termination of any such agreement), and the Purchaser shall in no way, as successor or otherwise (including with respect to successor or vicarious liabilities of any kind or character), be deemed a party to or assignee of any such agreement, and no employee of the Purchaser shall be deemed in any way covered by or a party to any such agreement, and all parties to any such agreement are hereby enjoined from asserting against the Purchaser any and all Interests or Claims arising from or relating to such agreement. Any and all notices, if any, required to be given to the Debtors' or their Affiliates' employees pursuant to the Worker Adjustment and Retraining Notification Act, or any similar federal or state law, shall be the sole responsibility and obligation of the Debtors and their Affiliates and the Purchaser shall have no responsibility or liability therefore (except as provided in Section 10.3 of the Grandy's Asset Purchase Agreement).

32. Except as expressly provided in the Grandy's Asset Purchase Agreement, and without limiting other applicable provisions of this Order, the Purchaser is not, by virtue of

the consummation of the Sale, assuming nor shall it be liable or responsible, as a successor or otherwise (including with respect to successor or vicarious liabilities of any kind or character), under any theory of law or equity, including, any theory of antitrust, environmental successor or transferee liability, labor law, de facto merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter raised, which may be asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors, or any of its predecessors or Affiliates or any obligations of the Debtors or their predecessors or Affiliates arising prior to the Closing Date, for any liabilities, debts, commitments or obligations (whether known or unknown, disclosed or undisclosed, absolute, contingent, inchoate, fixed or otherwise) in any way whatsoever relating to or arising from the Acquired Assets or the Debtors' operation of its businesses or use of the Acquired Assets on or prior to the Closing Date or any such liabilities, debts, commitments or obligations that in any way whatsoever relate to periods on or prior to the Closing Date or are to be observed, paid, discharged or performed on or prior to the Closing Date (in each case, including any liabilities that result from, relate to or arise out of tort or other product liability claims), or any liabilities calculable by reference to the Debtors or their assets or operations, or relating to continuing conditions existing on or prior to the Closing Date, including with respect to any of Debtors' predecessors or Affiliates, which liabilities, debts, commitments and obligations are hereby extinguished insofar as they may give rise to successor liability, without regard to whether the claimant asserting any such liabilities, debts, commitments or obligations has delivered to the Purchaser a release thereof. Without limiting the generality of the foregoing, and except as expressly provided in the Grandy's Asset Purchase Agreement, by virtue of the consummation of the Sale contemplated by the Grandy's Asset Purchase Agreement the Purchaser shall not be liable or responsible, as a successor or otherwise,

including with respect to successor or vicarious liabilities of any kind or character, for the Debtors' liabilities, debts, commitments or obligations, whether calculable by reference to the Debtors, arising on or prior to the Closing and under or in connection with (i) any employment or labor agreements (including any collective bargaining agreements), consulting agreements, severance arrangements, change-in-control agreements or other similar agreement to which the Debtors are a party, (ii) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of the Debtors, (iii) the cessation of the Debtors' operations, dismissal of employees, or termination (including rejection) of employment or labor agreements (including any collective bargaining agreements) or pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, obligations that might otherwise arise from or pursuant to the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, COBRA, or the Worker Adjustment and Retraining Notification Act (except as provided in Section 10.3 of the Grandy's Asset Purchase Agreement), (iv) workmen's compensation, occupational disease or unemployment or temporary disability insurance claims, (v) environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., (vi) any bulk sales or similar law, (vii) any liabilities, debts, commitments or obligations of, or required to be paid by, the Debtors for any Taxes of any kind

for any period, (viii) any liabilities, debts, commitments or obligations for any Taxes relating to the business of the Debtors or the Acquired Assets for or applicable to the pre-closing period, (ix) any litigation, (x) any products liability, other tort or similar claims, whether pursuant to any state or any federal laws or otherwise including those arising from products or distribution thereof by or on behalf of Debtors, and (xi) any Excluded Liabilities as set forth in the Grandy's Asset Purchase Agreement. The Purchaser has given substantial consideration under the Grandy's Asset Purchase Agreement for the benefit of the holders of any Interests or Claims. The consideration given by the Purchaser shall constitute valid and valuable consideration for the releases of any potential claims of successor liability of the Purchaser, which releases shall be deemed to have been given in favor of the Purchaser by all holders of Interests or Claims against or interests in the Debtors or any of the Acquired Assets.

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

34. The Debtors, including but not limited to their respective officers, employees and agents, are hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the Grandy's Asset Purchase Agreement and this Order. The Debtors shall be, and they hereby are, authorized to take all such actions as may be necessary to effectuate the terms of this Order.

35. To the extent applicable, the automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of this Court (i) to allow the Purchaser to give the Debtors any notice provided for in the Grandy's Asset Purchase Agreement, and (ii) to allow the Purchaser to take any and all

actions permitted by the Grandy's Asset Purchase Agreement in accordance with the terms and conditions thereof.

36. As soon as reasonably practicable after entry of this Order, the Debtors are authorized to take and shall take all necessary action to change their names to a name that does not include the word "Grandy's" or any other name or mark included in the Debtors' intellectual property included in the Acquired Assets or any translations, adaptations, derivations or combinations of any of the foregoing or any name or mark confusingly similar thereto. After the Debtors' name shall have been changed in accordance with this provision, the Debtors shall file a notice of name change with a revised case caption for such case under certification of counsel. Upon the filing of such notice, the Clerk or the Court is authorized and directed to revise the case caption in each such case accordingly.

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

38. As a good faith purchaser of the Acquired Assets, the Purchaser has not colluded with any of the other bidders, potential bidders or any other parties interested in the

Acquired Assets, and therefore neither the Debtors nor any successor in interest to the Debtors' estates nor any other party in interest shall be entitled to bring an action against the Purchaser or any of its Affiliates, and the sale of the Acquired Assets may not be avoided pursuant to section 363(n) of the Bankruptcy Code.

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

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

41. There are no brokers involved in consummating the Sale and no brokers' commissions are due.

42. Notwithstanding anything to the contrary herein, the release in favor of the Purchaser and its affiliates in that certain Settlement Agreement and Release by and among the Debtors, the Committee, Summitbridge National Investments LLC, Summitbridge Global Investments LLC, and Sun Capital Partners Group, Inc., shall remain in full force and effect in all respects.

43. At the Closing of the Sale, in accordance with this Court's "Order Authorizing the Debtors to Retain Morgan Joseph TriArtisan LLC as Financial Advisor and Investment Banker to the Debtors, *Nunc Pro Tunc* to the Petition Date" [Docket No. 130] and with the Debtors' engagement letter (the "Engagement Letter") with Morgan Joseph TriArtisan LLC ("Morgan Joseph"), Morgan Joseph shall be paid from the proceeds of the Sale, on an

interim basis and subject in all respects to the filing of a final fee application, its Sale Transaction Fee (as defined in the Engagement Letter), less the \$60,000 in Monthly Fees (as defined in the Engagement Letter) received by Morgan Joseph prior to the Petition Date and less Monthly Fees Morgan Joseph has received since the Petition Date, provided, however, that any payment of such amount shall be further reduced dollar-for-dollar to the extent Morgan Joseph has already received any amount of its Sale Transaction Fee from the proceeds of the sale of the Debtors' Souper Salad business.

44. The failure specifically to include any particular provisions of the Grandy's Asset Purchase Agreement including any of the documents, agreements or instruments executed in connection therewith in this Order shall not diminish or impair the efficacy of such provision, document, agreement or instrument, it being the intent of this Court that the Grandy's Asset Purchase Agreement and each document, agreement or instrument be authorized and approved in its entirety.

45. In resolution of the Objections filed by (i) Collin County Tax Assessor-Collector on October 19, 2011 and November 22, 2011 [*Docket Nos. 164 & 242*]; (ii) Lewisville Independent School District and Carrollton-Farmers Branch Independent School District on November 17, 2011 [*Docket No. 218*]; (iii) Bowie County Appraisal District, County of Brazos, County of Denton, City of Waco, Waco Independent School District, Taylor Central Appraisal District, County of Williamson on November 17, 2011 [*Docket No. 222*]; (iv) Richardson ISD on November 18, 2011 [*Docket No. 224*]; (v) Bexar County, Dallas County, Fort Bend County, El Paso, Ellis County, Grayson County, Gregg County, Harris County, Hunt County, Irving ISD County, Katy ISD, McAllen, McLennan County, Nueces County, Parker CAD, Rockwall CAD, Rockway County, Smith County, South Texas College, South Texas ISD, Tarrant County,

Victoria County on November 21, 2011 [*Docket No. 235*]; (vi) Nelda Wells Spears, Travis County Assessor-Collector for Travis County, City of Austin, Travis County Healthcare District d/b/a Central Health, Austin Community College and Austin Independent School District on November 21, 2011 [*Docket No. 237*]; and (vii) the Maricopa County Treasurer on November 22, 2011 [*Docket No. 241*] (the “Objecting Taxing Authorities”) to the Motion, all taxes due and owing to the Objecting Taxing Authorities for real or business personal property, including interest thereon for the 2011 tax year shall, prior to any distributions being made under the Global Settlement Agreement filed with the Court at Docket No. 199, either be paid at closing or the full amount asserted in the objections of the Objecting Taxing Authorities (or such lesser amount as may be agreed to in writing between the Debtors and the respective Objecting Taxing Authorities) shall be placed in a segregated account as adequate protection for the 2011 tax claims filed on behalf of the Objecting Taxing Authorities; provided, however, notwithstanding that an ordered paragraph substantially identical to this paragraph is also contained in this Court’s separate order approving of the sale of the Debtors’ Souper Salad business segment, the amounts that shall be paid or escrowed pursuant to this paragraph shall only be paid or escrowed once such that the Debtors shall not be required to pay or escrow more than the amount asserted in the objections of the Objecting Taxing Authorities (or such lesser amount as may be agreed to in writing between the Debtors and the respective Objecting Taxing Authorities). The liens of Objecting Taxing Authorities shall attach to these segregated proceeds with the same validity, to the same extent, and with the same priority they now hold in the property being sold. This segregated account shall be in the nature of adequate protection and shall neither be a cap on the amounts recoverable by Objecting Taxing Authorities from proceeds of sale, nor shall this segregated account be an allowance of their claims, said claims being subject to any and all

rights of any party to object to the validity, extent or priority of these claims. No funds from this segregated account will be distributed apart from agreement of the Debtors and the respective Objecting Taxing Authorities or upon subsequent order of the court duly noticed to respective Objecting Taxing Authorities. The Objecting Taxing Authorities shall retain any and all liens for the 2012 tax year (if any), which liens shall be unaffected by this Order. Notwithstanding anything in this paragraph to the contrary, nothing herein shall affect or alter the respective rights and obligations of the Debtors and Purchaser as set forth in the Grandy's Asset Purchase Agreement.

46. Notwithstanding anything to the contrary contained in this Order, as to Senn Bros, Inc., Dixie Produce, Inc., Grand Avenue Produce Co., Inc., River City Produce, Inc., Brothers Produce, Inc., AF&V, LLC d/b/a Quality Fruit & Veg. Co., Joe Granato, Inc. and Produce Alliance, LLC, the Cure Amounts shall not include amounts due for post-petition delivery of fruits and vegetables, which amounts shall continue to be paid in the ordinary course by the Debtors unless assumed by the Purchaser.

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

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

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

50. The Grandy's Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court.

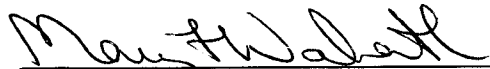
51. The provisions of this Order are nonseverable and mutually dependent.

52. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062 and 9014, this Order shall be effective immediately upon entry and the Debtors and the Purchaser are authorized to close the Sale immediately upon entry of this Order in accordance with the Grandy's Asset Purchase Agreement.

53. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

54. This Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Grandy's Asset Purchase Agreement, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

Dated: December 5, 2011
Wilmington, Delaware


The Honorable Mary F. Walrath
United States Bankruptcy Judge