

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Order Approving Asset Purchase Agreement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	BANKAMERICA BUSINESS CREDIT, INC.		06/09/1999	CORPORATION: NEW YORK
	CONGRESS FINANCIAL CORPORATION		06/09/1999	CORPORATION: NEW YORK
RECEIVING PARTY DATA				
Name:	BAKERS FOOTWEAR GROUP, INC. fka Weiss & Neuman Shoe Co.			
Street Address:	2815 SCOTT AVENUE			
City:	St. Louis			
State/Country:	MISSOURI			
Postal Code:	63103			
Entity Type:	CORPORATION: MISSOURI			
PROPERTY NUMBERS Total: 9				
	Property Type	Number	Word Mark	
	Registration Number:	0430591	QUALI CRAFT	
	Registration Number:	0719778	BAKERS	
	Registration Number:	0955819	THE WILD PAIR	
	Registration Number:	0977532	THE WILD PAIR	
	Registration Number:	0986497	THE LEGWORKS	
	Registration Number:	1198008	WILD PAIR	
	Registration Number:	1495801	THE WILD PAIR	
	Registration Number:	1943049	NO PARKING	
	Registration Number:	3875198	BAKERS	
CORRESPONDENCE DATA				
Fax Number:	(314)480-1505			
Phone:	314-345-6461			

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Email: pto-sl@huschblackwell.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Alan S. Nemes

Address Line 1: 190 Carondelet Plaza, Suite 600

Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	714159.175
NAME OF SUBMITTER:	Alan S. Nemes
Signature:	/Alan S. Nemes/
Date:	03/23/2012

Total Attachments: 13

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

IN RE:

EDISON BROTHERS STORES, INC., et al.

Debtors.

CHAPTER 11

Case No. 99-529 (MFW)

JOINTLY ADMINISTERED

ORDER (i) APPROVING ASSET PURCHASE AGREEMENT, DATED AS OF MAY 19, 1999, BETWEEN AND AMONG WEISS & NEUMAN SHOE COMPANY, AS BUYER, AND EDISON BROTHERS STORES, INC. AND EDISON BROTHERS APPAREL STORES, INC. AS SELLERS (ii) AUTHORIZING THE SALE OF ASSETS OF THE DEBTORS' BAKERS/LEEDS AND WILD PAIR SHOE DIVISIONS PURSUANT THERETO, OUTSIDE OF THE ORDINARY COURSE OF BUSINESS, (iii) AUTHORIZING AND DETERMINING THAT THE SALE OF THE ACQUIRED ASSETS SHALL BE FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, (iv) AUTHORIZING THE DEBTOR'S ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (v) GRANTING RELATED RELIEF

Edison Brothers Stores, Inc. ("Edison") and Edison Brothers Apparel Stores, Inc. (collectively, with Edison, the "Sellers") have proposed to sell outside of the ordinary course of business certain assets of their Bakers/Leeds and Wild Pair shoe divisions (collectively, the "Bakers/Leeds/Wild Pair Businesses") tangible and intangible assets, excluding certain assets as identified in the Asset Purchase Agreement, as hereinafter defined (collectively, the "Purchased Assets") to Weiss & Neuman Shoe Company (the "Buyer") under the Asset Purchase Agreement. In connection with the Sellers' proposed sale of the Purchased Assets, Sellers have entered into an Asset Purchase Agreement, dated as of May

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19. 1999, as amended by that certain Amendment to Purchase Agreement dated as of May 25, 1999 (collectively, the "Asset Purchase Agreement"), which provides for the sale of the Purchased Assets (excluding certain "Excluded Assets", as provided in the Asset Purchase Agreement) to Buyer with such sale to be free and clear of all liens, claims and encumbrances of whatever kind or nature. On or about May 21, 1999, the Debtors served, and on or about May 24, 1999, the Debtors filed their Motion for an Order (i) Pursuant to Sections 105 and 363 of the Bankruptcy Code Authorizing the Sale of Certain Assets Comprising the Debtors' Bakers/Leeds and Wild Pair Shoe Divisions, Free and Clear of Liens, Claims, and Encumbrances, Subject to the Terms of an Asset Purchase Agreement and Subject to Higher and Better Offers; (ii) Pursuant to Sections 105 and 363 of the Bankruptcy Code Approving an Asset Purchase Agreement; and (iii) Pursuant to Section 365 of the Bankruptcy Code Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases seeking, inter alia, approval of the Asset Purchase Agreement and related relief (the "Sale Motion"). On May 25, 1999, this Court conducted a hearing (the "Sale Procedures Hearing") to consider that component of the Sale Motion which sought approval of, inter alia, certain notice and bidding procedures, including bid protection (hereinafter, "Sale Procedures"), and certain break-up fee and expense reimbursement agreements between the Sellers and Buyer (collectively, the "Break-Up Fee"). On May 25, 1999, the Court issued an Order, among other things, approving the Sale Procedures and the Break-Up Fee (the "Sale Procedures Order"). On June 8, 1999, this Court conducted a hearing (the "Sale Hearing") to

consider the remaining matters raised by the Sale Motion.

UPON CONSIDERATION OF THE SALE MOTION, THE COURT FINDS AND DETERMINES THE FOLLOWING:

1. Unless otherwise defined in this Order, capitalized terms used herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement or the Sale Motion, as the case may be.

2. On March 9, 1999 (the "Filing Date"), the Debtors filed with this Court their voluntary petitions for reorganization under Chapter 11 of Title 11, United States Code (the "Bankruptcy Code"), and thereupon continued in the management and operation of their businesses and properties as debtors-in-possession, pursuant to Sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed herein as of the date hereof.

3. Given the emergent circumstances, proper, timely, adequate and sufficient notice of the Sale Motion, the Sale Procedures Hearing, and the Sale Hearing has been provided in accordance with Sections 363(b) and (f) and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 6006, and the terms of the Sale Procedures Order, in that notice of the Sale Motion was appropriate and was given to, among others: (i) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), (ii) counsel for Debtors' post-petition secured lenders ("DIP Lenders"), (iii) counsel for the Official Committee of Unsecured Creditors (the "Committee") in the Chapter 11 cases, (iv) counsel

for Buyer. (v) the non-debtor parties to each executory contracts and leases which may be subject to assumption and assignment pursuant to the Asset Purchase Agreement, as provided in the Sale Motion. (vi) any person or entity claiming a lien or other interest in any of the Purchased Assets that are subject to sale under the Asset Purchase Agreement. (vii) all potentially interested parties who either previously expressed an interest in acquiring the Acquired Assets, or who the Sellers believe may have had such an interest, and (viii) those parties who have filed a notice(s) of appearance in these Chapter 11 cases and further notice was published in The Wall Street Journal (National Edition) and Women's Wear Daily, as such service is evidenced by the proofs of service on file with the Clerk of this Court, and no other or further notice of the Sale Motion, the Sale Hearing or the entry of this Order is necessary.

4. A reasonable opportunity has been afforded any interested person or entity to make a higher and better offer to purchase the Purchased Assets described in the Asset Purchase Agreement upon the terms and conditions and within the time period set forth in the Asset Purchase Agreement, the Sale Motion, and the Sale Procedures Order.

5. The Asset Purchase Agreement represents the highest and best offer received by the Sellers for the Purchased Assets.

6. The Debtors have advanced sound business reasons for seeking to sell the Purchased Assets owned by it and proposed to be sold under the Asset Purchase

Agreement pursuant to Section 363(b) of the Bankruptcy Code, as set forth in the Sale Motion, and it is a reasonable exercise of the Debtors' business judgment to enter into and consummate the transactions contemplated in the Asset Purchase Agreement, and to execute, deliver and perform their obligations thereunder and hereunder.

7. The total consideration to be realized by the Sellers (including that portion as shall be allocable to the Debtors) pursuant to the Asset Purchase Agreement is fair and reasonable, and the transactions contemplated by the Asset Purchase Agreement are in the best interest of the Debtors' estates and all parties interested therein.

8. It is in the best interest of the Debtors' estates and their creditors to sell the Purchased Assets pursuant to the Asset Purchase Agreement.

9. The Buyer is a good faith purchaser(s) and is entitled to the protections set forth in Section 363(m) of the Bankruptcy Code.

10. The Court conducted the Sale Hearing and considered the pleadings filed with respect to the Sale Motion, as well as the statements and arguments of respective counsel for the Debtors, the Committee, the Buyer, the DIP Lender, the U.S. Trustee, and other interested parties who made an appearance on the record of the hearing.

11. No qualified competing offers for the Purchased Assets were timely received at the Auction (as defined in the Sale Procedures Order) from any party other than Buyer.

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12. It appears that the relief requested in the Sale Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest.

13. The transaction described in the Sale Motion and contained in the Asset Purchase Agreement is hereby approved by this Order, including, but not limited to, (i) the transfer of the Purchased Assets to Buyer, with such Sale to be free and clear of any and all liens, claims, and encumbrances of whatever kind or nature, pursuant to Section 363(f) of the Bankruptcy Code, and (ii) the assumption and assignment of the Contracts and Leases pursuant to the terms of the Asset Purchase Agreement and this Order.

FOR GOOD CAUSE SHOWN, IT IS HEREBY ORDERED THAT:

1. The Sale Procedures Order is hereby ratified and reaffirmed in all respects.
2. The Sale Motion is granted and approved.
3. The Buyer is a good faith purchaser(s) and is entitled to the protections set forth in Section 363(m) of the Bankruptcy Code.
4. The Sellers' entry into the Asset Purchase Agreement (substantially in the form annexed to this Order as Exhibit "A" and incorporated herein by reference) is hereby approved and authorized in all respects, and the Asset Purchase Agreement is hereby approved and authorized in all respects, pursuant to Sections 105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 6004 and 6006, as fair, reasonable, and in the best interests of the Debtors' estates, their creditors, and other parties in interest. The Asset Purchase Agreement

is a legally binding, valid, and enforceable contract between the Debtors' estates and Buyer.

5. Pursuant to Section 363(b) of the Bankruptcy Code, and the terms and conditions set forth in the Asset Purchase Agreement and this Order, the Sellers are authorized to sell the Purchased Assets owned by it to Buyer effective as of the Closing.

6. Pursuant to Sections 365 (b) and (f) of the Bankruptcy Code, the Debtors are authorized to assume (i) any, some or all of the contracts and personal property leases later identified by Buyer at or prior to the Closing for assumption and assignment (the "Assumed Contracts"), and (ii) the non-residential real property leases identified by the Amendment to Asset Purchase Agreement dated as of May 25, 1999 ("Assumed Leases"), and to assign same to Buyer, which assumption and assignment shall be conditioned upon a Closing of the transaction contemplated by the Asset Purchase Agreement.

7. For any Contract and Lease actually assumed and assigned, on or before 10 business days after the Closing, the Debtors shall notify the relevant non-debtor contracting party and counsel for Coastland Construction of the inclusion in the sale of its Contract or Lease as an Assumed Contract or Assumed Lease, as applicable, under the Asset Purchase Agreement, and the Debtors' calculation of the relevant cure amount (the "Cure Notice"). Concurrently with service of the Cure Notice, the Debtors shall pay to each affected landlord or contract party the cure amount for its Assumed Lease or Assumed Contract set forth in the Cure Notice. If the non-debtor party on or before ten (10) business days after service of the Cure Notice objects to the proposed cure amount as set forth in the Cure Notice, the Court

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will determine the amount of such cure payment. The cure amount set forth in the Cure Notice, or in the case of a timely filed objection, the amount determined by the Court, shall be in full and complete satisfaction of all of the Debtors' obligations under Section 365(b) of the Bankruptcy Code. Buyer shall assume obligations that become payable after the Closing whether or not they accrued prior to Closing (the "Lease Adjustments") under each such Assumed Contract and Assumed Lease, and shall not assume any obligation other than the Lease Adjustments arising thereunder prior to the Closing, except as may be provided otherwise in the Asset Purchase Agreement. Upon assumption and assignment of any Assumed Contract or Assumed Lease, the Debtors and the estates shall be relieved of any liability for breach of such Assumed Contract and Assumed Lease occurring after such assignment pursuant to Section 365(k) of the Bankruptcy Code. Notwithstanding the foregoing, the Debtors shall remain obligated to reimburse Buyer for any amounts payable under any Assumed Lease after the Closing attributable to periods prior to the Closing.

8. Pursuant to Section 365(f)(2)(B) of the Bankruptcy Code, Buyer has provided adequate assurance of future performance of the obligations under each Assumed Contract and Assumed Lease. The Assumed Contracts and Assumed Leases shall remain in full force and effect for the benefit of the Buyer, notwithstanding any provision in Assumed Contracts and/or Assumed Leases that prohibits such assignment or transfer (including, but not limited to, those described in Sections 365(h)(2) and (f) of the Bankruptcy Code). Notwithstanding the foregoing, no provision of this Order or of the Asset Purchase Agreement

shall create for the benefit of the Buyer any interest in any Assumed Lease not held by the Debtors prior to the Closing.

9. Except as otherwise provided in the Asset Purchase Agreement or this Order, the Debtors shall have no further liability with respect to the Purchased Assets upon the occurrence of the Closing.

10. The sale of the Purchased Assets by Section to the Buyer shall constitute a legal, valid, and effective transfer of the Debtors' right, title and interest, if any, in and to the Purchased Assets owned by it to the Buyer on an "as is, where is" basis effective as of the Closing.

11. Except as otherwise provided in this Order, pursuant to Section 363(f) of the Bankruptcy Code, the sale of the Purchased Assets owned by the Sellers to the Buyer shall be free and clear of all liens, claims, and encumbrances, including, but not limited to, (i) any and all claims and liens asserted by the DIP Lender or mechanics' lien claimants, if any, (ii) any and all claims and liens of lessors or other entities or facilities who currently maintain or possess any Inventory or various other Purchased Assets, and (iii) any and all other claims, of any kind or nature, whether matured or unmatured, contingent or not contingent, liquidated or unliquidated, whether or not allowable (as that term is used in the Bankruptcy Code), security interest, title retention, charges, and other interest in such property of any entity other than the Debtors, including all mortgages, security interests, conditional sales or title retention agreements, pledges, hypothecations, liens, judgments, encumbrances or claims of whatever

kind or nature (including, but not limited to, any and all "claims" as defined in Section 101(5) of the Bankruptcy Code), whether arising by agreement, statute or otherwise and whether arising before, on or after the Filing Date, asserted by any third party against the Debtors, their affiliates, their estates, or the Purchased Assets (collectively, "Encumbrances").

12. The Buyer shall not assume, and shall not be deemed to have assumed, any debt, claim, obligation, or other third party liability of the Debtors whatsoever, other than as specifically set forth in the Asset Purchase Agreement or this Order, provided that nothing herein shall be deemed to waive, limit, discharge or otherwise affect any obligation of Buyer under any document, instrument or agreement executed pursuant to or in furtherance of the Asset Purchase Agreement, including, without limitation, Buyer's obligations (except the Cure Amounts) under the Assumed Contracts and/or Assumed Leases which are assumed and assigned to Buyer in connection with the Closing of the transactions contemplated by the Asset Purchase Agreement.

13. Upon occurrence of the Closing, the Debtors are authorized to pay the DIP Lender those amounts received by the Sellers under the Asset Purchase Agreement in partial satisfaction and payment of amounts due and owing by the Debtors to the DIP Lender under the post-petition loan agreements and the orders of the Court approving same, subject to terms and provisions of the Asset Purchase Agreement and this Order.

14. Except for the DIP Lender, the liens of any holders of Indebtedness from the Debtors, including for purposes of illustration and not of limitation those of taxing

authorities, to the extent valid, shall attach to the proceeds received by the Debtors under the Asset Purchase Agreement and shall be held by the Debtors in a segregated account pending further order of the Court, other than the amounts paid to the DIP Lender, in the same priority and to the same extent as existed just prior to the consummation of the sale transaction contemplated by the Asset Purchase Agreement. To the extent Buyer pays any claims on behalf of Debtors that are valid claims against Debtors, Buyer shall be subrogated to the amount paid and to the priority to which the claim would be entitled if it were asserted by the original claimant.

15. The provisions of this Order authorizing the sale of the Purchased Assets owned by the Debtors free and clear of Encumbrances shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the foregoing provisions hereof and as set forth in the Asset Purchase Agreement; provided, however, that this decretal paragraph shall not excuse any party from performing all of their respective obligations under the Asset Purchase Agreement and this Order, and the parties shall perform their obligations under the Asset Purchase Agreement and this Order to provide, execute, file and deliver documents evidencing the transfer of the Purchased Assets in accordance herewith.

16. The Debtors and the Buyer are hereby authorized and directed to take such steps as may be required to implement and effectuate the transactions contemplated by

the Asset Purchase Agreement and this Order.

17. This Court shall retain jurisdiction to enforce the provisions of the Asset Purchase Agreement and this Order in all respects, including, without limitation, retaining jurisdiction with respect to any action against Buyer for liability arising out of the sale and transfer of the Purchased Assets sold, transferred and assigned to it by the Sellers pursuant to the Asset Purchase Agreement and this Order, and any action to interpret or enforce the terms of the Asset Purchase Agreement; provided, however, the Court shall not retain jurisdiction with respect to defaults of the Buyer under the Assumed Leases that occur after the Closing (unless such default relates to interpretation or enforcement of the Asset Purchase Agreement or this Order) or the rights of the landlords and Buyer under Assumed Leases that expired by their terms prior to the Closing. This Court's retention of jurisdiction, as provided for in this Order, shall survive any subsequent dismissal of the Debtor's chapter 11 cases, whether or not such retention of jurisdiction is specifically provided for in any order dismissing one or more of the Debtors' Chapter 11 cases.

18. This Order shall inure to the benefit of the Debtors, the Buyer, and their respective successors and assigns, including, but not limited to any Chapter 11 or Chapter 7 trustee that may be appointed in any of the Debtors' cases and shall be binding upon any trustee, party, entity or fiduciary that may be appointed in connection with these cases or any other or further cases involving any one or more of the Debtors, whether under Chapter 7 or Chapter 11 of the Bankruptcy Code.

19. In accordance with the provisions of section 1146(c) of the Bankruptcy Code, the transactions contemplated under the Asset Purchase Agreement are determined to be under or in contemplation of a plan to be confirmed under section 1129 of the Bankruptcy Code, and therefore are exempt from any transfer, stamp or similar tax(s) arising as a result of or in connection with the Sellers' sale and transfer of the Purchased Assets owned by it to Buyer.

20. Each and every federal, state and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement and this Order.

21. The Debtors are hereby authorized to execute and deliver definitive or other documents, and are authorized to consummate the transactions contemplated by the Asset Purchase Agreement and this Order and to perform pursuant thereto.

Dated: Wilmington, Delaware
June 9, 1999

IT IS SO ORDERED:

Man A. Walcott
UNITED STATES BANKRUPTCY JUDGE