

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sundae Group Holdings I, LLC		12/29/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Freeze, LLC		
Street Address:	1855 BOSTON ROAD		
City:	WILBRAHAM		
State/Country:	MASSACHUSETTS		
Postal Code:	01095		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1597640	FRIENDLY'S	
Registration Number:	1595593	FRIENDLY'S	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	FRIENDLY'S IP		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		

Signature:	/Catherine R. Howell/
Date:	04/23/2012
<p>Total Attachments: 29</p> <p>source=Friendly's- Sale Order#page1.tif source=Friendly's- Sale Order#page2.tif source=Friendly's- Sale Order#page3.tif source=Friendly's- Sale Order#page4.tif source=Friendly's- Sale Order#page5.tif source=Friendly's- Sale Order#page6.tif source=Friendly's- Sale Order#page7.tif source=Friendly's- Sale Order#page8.tif source=Friendly's- Sale Order#page9.tif source=Friendly's- Sale Order#page10.tif source=Friendly's- Sale Order#page11.tif source=Friendly's- Sale Order#page12.tif source=Friendly's- Sale Order#page13.tif source=Friendly's- Sale Order#page14.tif source=Friendly's- Sale Order#page15.tif source=Friendly's- Sale Order#page16.tif source=Friendly's- Sale Order#page17.tif source=Friendly's- Sale Order#page18.tif source=Friendly's- Sale Order#page19.tif source=Friendly's- Sale Order#page20.tif source=Friendly's- Sale Order#page21.tif source=Friendly's- Sale Order#page22.tif source=Friendly's- Sale Order#page23.tif source=Friendly's- Sale Order#page24.tif source=Friendly's- Sale Order#page25.tif source=Friendly's- Sale Order#page26.tif source=Friendly's- Sale Order#page27.tif source=Friendly's- Sale Order#page28.tif source=Friendly's- Sale Order#page29.tif</p>	

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

In re:

FRIENDLY ICE CREAM CORPORATION, et al.,¹

Debtors.

)
)
) **Chapter 11**
)
) **Case No. 11-13167 (KG)**
)
) **Jointly Administered**
) *Related To Docket Nos. 15, 583*

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

Upon the motion (the “Motion”) dated October 4, 2011 [Dkt. No. 15] 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 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) and Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), for, *inter alia*, (i) approval of bidding procedures (the “Bidding Procedures”), in connection with the sale (the “Sale”) of all or substantially all of the Debtors’ assets (the “Acquired Assets”) free and clear of all liens, claims, encumbrances and interests (the “Liens”) (other than the Permitted Liens²); (ii) approval of the Asset Purchase Agreement (the “Agreement”), by and among the Debtors and Sundae Group Holdings II, LLC (including its permitted designees under the Agreement, the “Purchaser”); and (iii) approval of the assumption and assignment of the Assigned Contracts and the Designation

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Friendly Ice Cream Corporation (3130); Friendly’s Restaurants Franchise, LLC (3693); Friendly’s Realty I, LLC (2580); Friendly’s Realty II, LLC (2581); and Friendly’s Realty III, LLC (2583). The location of the Debtors’ corporate headquarters and the Debtors’ service address is: 1855 Boston Road, Wilbraham, Massachusetts 01095.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion or the Asset Purchase Agreement, as appropriate.

Right Contracts (to the extent any such Designation Right Contracts become Assigned Contracts under the Agreement) (each a "Contract" or "Lease," and collectively, the "Contracts and Leases"), including the form and manner of notice; and after a hearing on November 1, 2011 (the "Bidding Procedures Hearing") this Court having entered an order dated November 3, 2011 (the "Bidding Procedures Order") [Dkt. No. 289], authorizing the Debtors to solicit and consider offers for the Acquired Assets and conduct an auction (the "Auction") in accordance with the terms and conditions of the Bidding Procedures and approving, *inter alia*, (a) the Bidding Procedures, (b) the form and manner of notice of the Auction and Sale Hearing (defined below), and (c) the manner in which the notice of the assignment and proposed cure amounts of the Contracts and Leases (the "Cure Notice") would be provided and the procedures related to the assignment of the Contracts and Leases to the Purchaser; and the Bankruptcy Court having conducted a hearing to approve the Sale (the "Sale Hearing"); and all parties in interest having been heard, or having had the opportunity to be heard, regarding the Agreement and the Sale; and the Bankruptcy Court having reviewed and considered the Motion, and the arguments and statements of counsel made, and the evidence adduced, at the Bidding Procedures Hearing and the Sale Hearing in support of the relief requested herein; and upon the record of these chapter 11 cases and all of the proceedings had before the Court; and after due deliberation thereon, and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. 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.

B. This Court has jurisdiction over the Sale and the Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M) and (O). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. The statutory bases for the relief requested in the Motion are: (i) sections 105, 363, 364 and 365 of the Bankruptcy Code; (ii) Bankruptcy Rules 2002(a)(2), 6004, 6006 and 9014; and (iii) Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the "Local Bankruptcy Rules").

D. Proper, timely, adequate, and sufficient notice of the Motion, the Auction, and the Sale Hearing has been provided in accordance with sections 102(1), 363(b) and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9006, and 9007 and the Local Bankruptcy Rules, and in compliance with the Bidding Procedures Order, and no other or further notice is required. A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities.

E. The Cure Notices have been provided to all of the non-Debtor counterparties (the "Contract Parties") to the Contracts and Leases identified on the list filed by the Debtors on November 8, 2011 [Dkt No. 337], as amended by the list served on November 16, 2011 [Dkt No. 448], all in accordance with and as provided by the Bidding Procedures Order and subject to the Purchaser's right to supplement or further designate the schedule of Contracts and Leases to be assigned to the Purchaser.

F. 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.

G. The Debtors have demonstrated a sufficient basis and compelling circumstances requiring them to enter into the Agreement and sell the Acquired Assets under section 363 of the Bankruptcy Code, and such action is an appropriate exercise of the Debtors' business judgment and in the best interests of the Debtors, their estates and their creditors. Such business reasons include, but are not limited to, the facts that: (i) the Agreement constitutes the highest or best offer for the Acquired Assets; (ii) there is substantial risk of deterioration of the value of the Acquired Assets if the Sale is not consummated quickly; (iii) the Agreement and the Sale will present the best opportunity to realize the value of the Debtors on a going concern basis and avoid decline and devaluation of the Debtors' businesses; and (iv) unless the Sale is concluded expeditiously, potential creditor recoveries may be substantially diminished.

H. The Debtors and their professionals marketed the Acquired Assets and conducted the marketing and sale process as set forth in the Motion and in accordance with the Bidding Procedures Order. The Auction process set forth in the Bidding Procedures Order and the Bidding Procedures afforded a full and fair opportunity for any interested bidder to make a higher or otherwise better offer to purchase the Acquired Assets. Based upon the record of these proceedings, all creditors and other parties in interest, and all prospective purchasers, have been afforded a reasonable and fair opportunity to bid for the Acquired Assets and be heard on the Motion.

I. The total consideration provided by the Purchaser for the Acquired Assets is the highest and best offer received by the Debtors, and the Purchase Price constitutes (i) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (ii) fair consideration under the Uniform Fraudulent Conveyance Act, and (iii) reasonably equivalent

value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession, or the District of Columbia, for the Acquired Assets.

J. The Agreement and the transactions contemplated thereby (the "Transactions") have been negotiated by the Debtors and the Purchaser in good faith, at arm's length and without collusion. The terms and conditions of the Agreement, including the total consideration to be realized by the Debtors pursuant to the Agreement, are fair and reasonable, and the Sale is in the best interest of the Debtors, their estates, and their creditors.

K. The Purchaser is a "good faith purchaser" entitled to the full benefits and protections of section 363(m) of the Bankruptcy Code with respect to the Sale of the Acquired Assets.

L. The Debtors and the Purchaser have not engaged in any conduct that would cause or permit the Agreement or the consummation of the Transactions to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. The Purchaser is entitled to all the protections and immunities of section 363(n) of the Bankruptcy Code. The Purchaser will act in good faith pursuant to section 363(n) of the Bankruptcy Code in consummating the Sale, and cause has been shown as to why this Order should not be subject to the stay provided by Bankruptcy Rules 6004(h) and 6006(d). Full disclosure of the Purchaser's affiliation with the equity holders of the Debtors has been made to the Bankruptcy Court, all creditors and all potential bidders.

M. The Debtors and the Purchaser have full corporate or limited liability company power and authority, as the case may be, to execute and deliver the Agreement and to perform all of their respective obligations thereunder, and the sale and assignment of the Acquired Assets has been duly and validly authorized by all corporate or limited liability company authority, as

the case may be, necessary to consummate the Transactions. No consents or approvals, other than as expressly provided for in the Agreement and the entry of this Order, are required by the Debtors to consummate the Transactions.

N. In accordance with section 365 of the Bankruptcy Code, including sections 365(b)(1) and 365(f)(2), the Debtors have provided evidence of the Purchaser's wherewithal, financial and otherwise, to perform all of its obligations under the Agreement and has provided adequate assurance of future performance to Contract Parties when requested.

O. The sale and assignment of the Acquired Assets to the Purchaser will be, as of the Closing, a legal, valid and effective transfer of such assets, and each such transfer and assignment vests or will vest the Purchaser with all right, title and interest of the Debtors to the Acquired Assets free and clear of all Liens (other than the Permitted Liens). The Purchaser would not enter into the Agreement to acquire the Acquired Assets if the Sale were not free and clear of all Liens (other than the Permitted Liens). A sale of the Acquired Assets other than one free and clear of all Liens (other than the Permitted Liens) would adversely impact the Debtors' estates, and would yield substantially less value for the Debtors' estates, with less certainty than the Sale. Therefore, the Sale contemplated by the Agreement is in the best interests of the Debtors, their estates and creditors, and all other parties in interest.

P. The Debtors may sell and assign the Acquired Assets free and clear of all Liens (other than the Permitted Liens), because, with respect to each creditor asserting a Lien, one or more of the standards set forth in Bankruptcy Code section 363(f)(1)-(5) has been satisfied. Those holders of Liens who did not object or who withdrew their objections to the Sale, the Transactions or the Cure Notice are deemed to have consented to the Sale pursuant to Bankruptcy Code section 363(f)(2).

Q. The Transactions contemplated under the Agreement do not amount to a consolidation, merger or *de facto* merger of the Purchaser and the Debtors and/or the Debtors' estates, there is not substantial continuity between the Purchaser and the Debtors, there is no common identity between the Debtors and the Purchaser, there is no continuity of enterprise between the Debtors and the Purchaser, the Purchaser is not a mere continuation of the Debtors or their estates, and the Purchaser does not constitute a successor to the Debtors or their estates. Other than those liabilities expressly assumed under the Agreement (the "Assumed Liabilities"), this Order, and the funding of the Wind-Down Budget (as defined below), the Purchaser shall have no obligations with respect to any liabilities of the Debtors, including, without limitation, the liabilities of the Debtors specifically excluded under the Agreement (the "Excluded Liabilities"), and the Debtors hereby release and forever discharge the Purchaser and its successors and assigns from any and all claims, causes of action, obligations, liabilities, demands, damages, losses, costs and expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, relating to the sale and assignment of the Acquired Assets, except for liabilities and obligations arising expressly under the Agreement or pursuant to the Wind-Down Budget.

R. The consummation of the Sale and Transactions is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including without limitation Bankruptcy Code sections 105(a), 363(b), 363(f), 363(m), 365(b)(1) and 365(f)(2), and all of the applicable requirements of such sections have been or will be complied with in respect of the Transactions as of the effective date of assignment subject to the right of the Contract Parties to request adequate assurance of future performance.

S. The sale and assignment of the Acquired Assets outside of a chapter 11 plan pursuant to the Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a chapter 11 plan for the Debtors. The Sale does not constitute a *sub rosa* chapter 11 plan.

T. Time is of the essence. In order to maximize the value of the Debtors' assets, it is critical that the sale and assignment of the Acquired Assets occur within the time constraints set forth in the Agreement. Accordingly, there is cause to waive the stay contemplated by Bankruptcy Rule 6004.

U. The Transactions contemplated by the Agreement are in the best interests of the Debtors and their estates, creditors, interest holders and all other parties in interest herein; and it is therefore,

ORDERED, ADJUDGED AND DECREED THAT:

1. The relief requested in the Motion is granted, subject to the terms and conditions set forth herein.
2. All objections and responses to the Motion, including all reservations of rights included therein that have not been overruled, withdrawn, waived, settled, continued, or resolved, are hereby overruled and denied.
3. Notice of the Sale Hearing and the Auction 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.
4. The Court's findings of fact and conclusions of law in the Bidding Procedures Order, including the record of the Bidding Procedures Hearing, are incorporated herein by reference.

5. The Agreement and the Transactions are hereby approved, and the Debtors are hereby authorized and empowered and directed to enter into, and to perform their obligations under, the Agreement, and to execute and perform such other agreements or documents, and take any other actions as are necessary or desirable to effectuate the terms of the Agreement and the Transactions.

6. The Purchaser is hereby granted and is entitled to all of the protections provided to a good faith purchaser under section 363(m) of the Bankruptcy Code. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of this Bankruptcy Court or any other court, such reversal, modification, or vacatur shall not affect the validity and enforceability of any sale, transfer or assignment under the Agreement or obligation or right granted pursuant to the terms of this Order, and notwithstanding any reversal, modification or vacatur shall be governed in all respects by the original provisions of this Order or the Agreement, as the case may be.

7. The Sale approved by this Order is not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

8. At the Closing, the Debtors will be authorized to fully perform under, consummate, and implement the terms of the Agreement together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Agreement, this Order, and the Transactions, including, without limitation, deeds, assignments, and other instruments of transfer, and to take all further actions as may reasonably be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser, or reducing to possession any or all of the Acquired Assets, as may be necessary or appropriate to the performance of the Debtors'

obligations as contemplated by the Agreement, without any further corporate or limited liability company action, as the case may be, or orders of the Bankruptcy Court. Subject to the terms of the Agreement, the Purchaser shall have no obligation to proceed with the Closing until all conditions precedent to its obligations to do so have been met, satisfied or waived.

9. The Debtors are further authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units, any and all certificates, agreements, amendments, applications or approvals necessary or appropriate to effectuate the Transactions contemplated by the Agreement, any related agreements and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under the Agreement, appropriate provisions of the applicable laws of all applicable governmental units, or as any of the officers of the Debtors may determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act.

10. Effective as of the Closing (a) the Sale and assignment of the Acquired Assets by the Debtors to the Purchaser shall constitute a legal, valid and effective transfer of the Acquired Assets notwithstanding any requirement for approval or consent by any person and vests the Purchaser with all right, title and interest of the Debtors in and to the Acquired Assets, free and clear of all Liens (other than the Permitted Liens), pursuant to section 363(f) of the Bankruptcy Code, and (b) the assumption of any Assumed Liabilities by the Purchaser constitutes a legal, valid and effective delegation of any Assumed Liabilities to the Purchaser and divests the Debtors of all liability with respect to any Assumed Liabilities.

11. Notwithstanding anything contained in the Agreement to the contrary, the Assumed Liabilities shall include all administrative expenses allowable against the Debtors or their estates incurred from the Petition Date to the Closing, all amounts in respect of allowed mechanics' liens and all amounts in respect of claims entitled to priority status for which the Debtors obtained authority to pay pursuant to orders of this Court entered before December 31, 2011, in each case, including without limitation, those categories of items listed on Exhibit A hereto, for which it is noted that "Newco" (i.e. the Purchaser) will assume. The Wind-Down Budget Amount shall be funded by the Purchaser at Closing into a segregated account to be designated by the Debtors in an amount equal to \$11,257,881.00, including \$8,487,268.00 previously funded pursuant to the final order approving and authorizing the Debtors' postpetition debtor-in-possession financing facility [Dkt. No. 282] (the "Final DIP Order") for fees and expenses incurred by those professionals retained by the Debtors or the Committee for which a reserve was established pursuant to the Final DIP Order for the period from the Petition Date through December 31, 2011. In addition, the Purchaser shall be required to add to the Wind-Down Budget Amount amounts necessary to fund professional fees and expenses incurred by the Debtors and the Committee from the period between January 1, 2012 and the Closing and allowed by this Court pursuant to applicable provisions of the Bankruptcy Code. The Wind-Down Budget Amount shall be used to satisfy allowed professional fees and expenses for the Debtors and the Committee (other than fees and expenses incurred by professionals in the ordinary course of the Debtors' business excluding Grant Thornton LLP), priority claims not expressly assumed by the Purchaser either in the Agreement or this Order and incremental headquarters support costs and such other costs and expenses incurred in connection with the

wind down of these estates not otherwise expressly assumed by the Purchaser under the Agreement.

12. Except to the extent specifically provided in the Agreement, upon the Closing, the Debtors shall be, and hereby are, authorized, empowered, and directed, pursuant to sections 105, 363(b), 363(f) and 365 of the Bankruptcy Code, to sell and assign the Acquired Assets, including the Contracts and Leases, to the Purchaser. The sale of the Acquired Assets and the assumption and assignment of the Contracts and Leases to the Purchaser vests the Purchaser with all right, title and interest of the Debtors to the Acquired Assets free and clear of any and all Liens (other than the Permitted Liens) and Excluded Liabilities, whether arising prior to or subsequent to the Closing Date, and whether imposed by agreement, understanding, law, equity or otherwise, except as provided in this Order. The Motion shall be deemed to provide sufficient notice as to the sale and assignment of the Acquired Assets free and clear of all Liens (other than the Permitted Liens) and Excluded Liabilities in accordance with Rule 6004-1 of the Local Bankruptcy Rules. Following the Closing, no holder of any Lien on the Acquired Assets or other party in interest may interfere with the Purchaser's use and enjoyment of the Acquired Assets based on or related to such Lien, or any actions that the Debtors may take in their chapter 11 cases and no interested party may take any action to prevent, interfere with or otherwise enjoin consummation of the Transactions or by this Order.

13. All persons, all Governmental Units (as defined in sections 101(27) and 101(41) of the Bankruptcy Code) and all holders of Liens, based upon or arising out of the Excluded Liabilities are hereby barred and estopped from taking any action against the Purchaser or the Acquired Assets, including asserting any setoff, right of subrogation or recoupment of any kind, to recover any Liens or on account of any liabilities of the Debtors other than Assumed

Liabilities and the Permitted Liens pursuant to the Agreement. All persons holding or asserting any Lien on the Excluded Assets are hereby enjoined from asserting or prosecuting such Liens or cause of action against the Purchaser or the Acquired Assets for any liability associated with the Excluded Assets.

14. The provisions of this Order authorizing the sale and assignment of the Acquired Assets free and clear of Liens (other than the Permitted Liens) and the Excluded Liabilities, shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Order.

15. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Transactions contemplated by the Agreement and this Order.

16. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and any other governmental authorization or approval of the Debtors with respect to the Acquired Assets and the Contracts and Leases, 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.

17. All of the Debtors' interests in the Acquired Assets to be acquired by the Purchaser under the Agreement shall be, as of the Closing Date and upon the occurrence of the Closing, transferred to and vested in the Purchaser. Upon the occurrence of the Closing, this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Acquired Assets acquired by the Purchaser under the

Agreement and/or a bill of sale or assignment transferring indefeasible title and interest in the Acquired Assets to the Purchaser.

18. The Purchaser is not and shall not be deemed a "successor" to the Debtors or their estates as a result of the consummation of the Transactions contemplated by the Agreement or any other event occurring in the chapter 11 cases under any theory of law or equity, and the Purchaser shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates including, but not limited to, any bulk sales law, pension or ERISA obligation, WARN Act obligation, successor liability, liability or responsibility for any claim against the Debtors or against an insider of the Debtors, or similar liability except for the Assumed Liabilities as otherwise expressly provided in the Agreement or this Order, and the Motion contains sufficient notice of such limitation in accordance with Rule 6004-1 of the Local Bankruptcy Rules. The Sale of the Acquired Assets and the assumption and assignment of the Assumed Liabilities by the Purchaser and the Transactions approved hereby will not cause the Purchaser to be deemed a successor in any respect to the Debtors. In the event that Purchaser elects to be treated as a successor employer under section 3121(a)(1) of the Internal Revenue Code, or makes an election to assume, on an employee by employee basis, immigration-related liabilities with respect to former employees of the Debtors hired by the Purchaser, the Purchaser shall not by reason of any such election be deemed to have assumed any other liabilities or to be a successor for any other purpose.

19. Except as otherwise expressly provided in the Agreement, all persons or entities, presently or on or after the Closing Date, in possession of some or all of the Acquired Assets are directed to surrender immediately possession of the Acquired Assets to the Purchaser on the Closing Date or at such time thereafter as the Purchaser may request.

20. In accordance with section 365 of the Bankruptcy Code, including sections 365(b)(1) and 365(f)(2), the Debtors have shown that the Purchaser has the wherewithal, financial and otherwise, to perform all of its obligations under the Agreement and the Purchaser is able to provide adequate assurance of future performance to Contract Parties.

21. There shall be no rent accelerations, assignment fees, increases or any other fees charged to the Purchaser or the Debtors as a result of the assumption and assignment of the Contracts and Leases.

22. The time within which the Debtors must assume or reject Contracts and Leases is extended through and including May 1, 2012; provided, however, that in resolution of the objection filed by AGNL Ice Cream, DST ("AGNL") to the extension sought by the Debtors' under section 365(d)(4)(B) of the Bankruptcy Code [Dkt. No. 576], nothing in this Order nor on the record at the Sale Hearing shall prejudice the rights of AGNL to seek, upon notice and motion, an earlier deadline for assumption or rejection of the Lease Agreement, dated April 24, 2007, between AGNL and Friendly Ice Cream Corporation, a debtor and debtor-in-possession in these cases, in accordance with applicable law.

23. Notwithstanding anything to the contrary in the Agreement or this Order, none of the findings of fact or conclusions of law contained herein or on the record at the Sale Hearing regarding cure amounts and/or the provision of adequate assurance by the Purchaser under section 365 of the Bankruptcy Code shall be applicable to those contracts and leases not assigned as of the Closing Date and subject to an objection, which are being continued by the parties at the Sale Hearing.

24. Any provision in any Contract or Lease that prohibits or conditions the assignment of such Contract or Lease, or allow the Contract Party to such Contract or Lease to

terminate, declare a breach or default, recapture, impose any penalty, condition any renewal or extension, or modify any term or condition, as a result of a change of control in respect of the Debtors, or upon the assignment of such Contract or Lease, constitute unenforceable anti-assignment provisions and are void and of no force and effect as against the Debtors in connection with the assumption and assignment of the Contract or Lease. All Contracts and Leases shall remain in full force and effect, without existing defaults, subject only to payment by the Debtor of the appropriate cure amount, if any.

25. Upon the closing of the Transactions and Purchaser's payment of the relevant cure amounts, if any, the Purchaser shall be deemed to be substituted for the Debtors as a party to the applicable Contracts and Leases and the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Contracts and Leases, including any liability for any breach thereof occurring after such assignment.

26. Upon the payment of the applicable cure amount, if any, the Contracts and Leases will remain in full force and effect in accordance with their terms, and no default shall exist under the Contracts and Leases nor shall there exist any event or condition which, with the passage of time or giving of notice, or both, would constitute such a default. For the avoidance of doubt, the Purchaser acknowledges and agrees that it shall continue to honor and be obligated for the indemnities set forth in the PSA and/or J&B Subleases including, without limitation, in sections 12 and 10(h) of the PSA and section 7.8.8 of the J&B Subleases (whether assumed, rejected or terminated), whether the event or conditions that may have triggered the obligation to indemnify arose before or after the assignment.

27. The Debtors have served all of the Contract Parties by first class mail, a Cure Notice, the form of which was approved pursuant to the Bidding Procedures Order. Each Cure

Notice set forth (i) the title of the Contract or Lease, (ii) the name of the non-debtor counterparty to the Contract or Lease, (iii) the applicable cure amount, if any, (iv) the identity of the assignee, and (v) the deadline (the “Initial Deadline”) by which any such Contract Party must file an objection (the “Objection”) to the proposed assumed and assignment. Under the circumstances, no other or further notice is required.

28. If a timely Objection is received by the Initial Deadline and such Objection cannot otherwise be resolved by the parties, the Bankruptcy Court may hear such Objection at a later date set by the Bankruptcy Court. The pendency of a dispute relating to a particular Contract or Lease shall not, in the discretion of the Purchaser, prevent or delay the assumption and assignment of any other Contract or Lease or the Closing.

29. Any Contract Party to a Contract or Lease to be assumed and assigned to the Purchaser who has not filed an Objection by the Initial Deadline set forth in the Cure Notice shall thereafter be barred from objecting or asserting monetary or non-monetary defaults with respect to such Contract or Lease, which shall be deemed assumed by the Debtors and assigned to the Purchaser on the Closing Date, subject to the Purchaser’s right, prior to the Closing Date, to withdraw the designation of a specific Contract or Lease or designate additional Contracts and Leases to be assumed and assigned in accordance with the terms of the Agreement. Any contract or lease subject to an Objection that has not been resolved as of the entry of this Order shall be deemed a Designation Right Contract subject to the assumption and assignment requirements set forth in paragraph 31 below, unless the Debtors, the Purchaser and such counterparty are able to resolve the Objection by agreement among the parties prior to the filing by the Debtors of the executed Agreement and the complete list of contracts and leases to be assumed and assigned

and contracts and leases to be designated (the timing of which is governed by Paragraph 17 of the Bidding Procedures Order).

30. Notwithstanding anything to the contrary in the Agreement or otherwise (except as set forth in this Order with respect to the J&B Contracts), at any time prior to the Closing Date, the Purchaser may add or remove executory contracts or unexpired leases to or from those executory contracts or unexpired leases comprising the Assigned Contracts under the Agreement; provided that any executory contract or unexpired lease subject to an Objection that has not been resolved as of the entry of this Order shall be deemed a Designation Right Contract subject to the assumption and assignment requirements set forth in paragraph 31 below, unless the Debtors, the Purchaser and such counterparty are able to resolve the Objection by agreement among the parties prior to the filing by the Debtors of the complete list of contracts and leases to be assumed and assigned and contracts and leases to be designated (the timing of which is governed by Paragraph 17 of the Bidding Procedures Order); provided further that the March 28, 2011 letter agreement between Friendly Ice Cream Corporation and J&B regarding Administration of the Marketing Fund for the New York DMA will be included as a Designation Rights Contract.

31. Designation Right Contracts may be assumed by the Debtors and Assigned to the Purchaser pursuant to the following procedures:

- a. Assumption and Assignment Notice. The Debtors will file a notice (the "Assumption and Assignment Notice") to assume and assign a Designation Right Contract, which Assumption and Assignment Notice shall set forth: (i) the Designation Right Contract(s) to be assumed and assigned; (ii) the names and addresses of the counterparties to such Designation Right Contract(s); (iii) the assignee of the Designation Right Contract(s); (iv) the proposed effective date of the assumption and assignment for each such Designation Right Contract(s); and (v) the deadline(s) (the "Supplemental Deadline") and procedures for filing objections to the Assumption and Assignment Notice (as set forth below).

- b. Service of the Assumption and Assignment Notice. The Debtors will serve the Assumption and Assignment Notice (i) by an overnight delivery service upon the Designation Right Contract counterparties affected by the Assumption and Assignment Notice (including any sublessees); and (ii) by email upon: (a) the U.S. Trustee; (b) counsel to the Committee; (c) counsel to the agent for the Debtors' prepetition secured credit facility; (d) counsel to the indenture trustee for the Debtors' prepetition notes; (e) counsel to the agent for the Debtors' proposed postpetition financing facility; (f) counsel to contract or lease counterparty or landlord (including sublessees) affected by the Assumption and Assignment Notice, if known; (g) and those persons who have formally appeared and requested service in this proceeding pursuant to Bankruptcy Rule 2002.
- c. Objection Procedures. Parties who have previously filed a timely Objection by the Initial Deadline objecting to a proposed assumption and assignment must file and serve a written objection so that such objection is filed with the Court and is actually received by the following parties (collectively, the "Objection Service Parties") by the Supplemental Deadline, which shall be at least ten (10) calendar days after the date the Debtors serve the relevant Assumption and Assignment Notice: (a) counsel to the Debtors, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Ross M. Kwasteniet, and Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19899-8705, Attn: Laura Davis Jones; (b) counsel to the Purchaser, Morgan, Lewis, & Bockius, LLP, 101 Park Avenue, New York, New York 10178-0600, Attn: Neil Herman, Esq.; (c) the U.S. Trustee, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Richard Schepacarter; (d) counsel to the Committee, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York, 10036, Attn: Philip Dublin and Kristine Manoukian, and Blank Rome LLP, 1201 Market Street, Suite 800, Wilmington, Delaware 19801, Attn: Stanley B. Tarr; (e) counsel to the agent for the Debtors' prepetition secured credit facility and for the Debtors' proposed postpetition financing facility, Paul Hastings LLP, 600 Peachtree Street, N.E., Suite 2400, Atlanta, Georgia 30308, Attn: Jesse H. Austin, III; (f) counsel to the indenture trustee for the Debtors' prepetition notes, Reed Smith LLP, Reed Smith Centre, 225 Fifth Avenue, Pittsburgh, Pennsylvania 15222-2716, Attn: Amy M. Tonti, Esquire; and (g) counsel to Designated Rights Contract counterparties affected by the Assumption and Assignment Notice, if known.
- d. Certificate of No Objection. If an objection to the assumption and assignment of any Designation Right Contract(s) is/are not timely filed, the Debtors shall file with the Court a certificate of no objection with a proposed order.
- e. Unresolved Objections. If an objection to the assumption or assignment of any Designation Rights Contract is timely filed and not withdrawn or resolved, the Debtors or the counterparty to such Designation Rights Contract may request a hearing to consider the objection for the Designation Right Contract to which such objection relates.

32. For the avoidance of doubt and notwithstanding anything to the contrary contained herein, with respect to any claims that landlords or their agents have or may have in the future against the Debtors for which the Debtors maintained third-party insurance covering such claims (for example, for personal injury claims or indemnification claims related to events occurring on the leased premises), nothing in this Order shall prevent the landlords or their agents from making claims and seeking recovery from such insurance policies and proceeds, and nothing in this Order shall be deemed to terminate such insurers' obligations under such insurance policies (regardless of whether the claims are made before or after entry of this Order or the assignment of the leases).

33. In resolution of the objections filed by General Electric Capital Corporation ("GECC") [Dkt. No. 505], Purchaser is deferring its decision whether to acquire the assets allegedly subject to liens of GECC. Except as may be otherwise agreed to by the parties, if Purchaser later elects to acquire any such assets, Purchaser will satisfy the allowed secured claim in full at or prior to the acquisition of such assets. Until such time as the Purchaser may make such an election, the Debtors shall continue to be obligated and shall perform under the GECC loan agreement, including with respect to obligations to make regular monthly payments and to maintain the assets insured.

34. In resolution of the objections filed by GE Capital Commercial of Utah LLC ("GECC of Utah"), the Purchaser is deferring its decision whether to acquire the assets allegedly subject to liens of GECC of Utah. For the avoidance of doubt, the GE CC Collateral, as defined in the objection of GECC of Utah [Dkt. No. 546], shall not be included in the Sale approved by this Order. If Purchaser later elects to acquire any such assets, except as may be otherwise agreed to by the parties, Purchaser shall either: (a) satisfy the allowed secured claim in

full in cash at or prior to the acquisition of such assets, or (b) acquire such assets subject to the liens and through an assumption of the subject loan documents after curing all monetary defaults existing under such loan documents at the time of such acquisition.

35. In resolution of the objection filed by Huntington National Bank (“Huntington”) [Dkt. No. 554], Purchaser is not acquiring the assets allegedly subject to liens of Huntington pursuant to this Sale Order. Nothing in this Order is a determination regarding any interest the Debtors may possess in the assets located at the five Dayton-area Friendly’s locations (Troy, Kettering, Beaver Creek, Vandalia and Miamisburg), which the Debtors are currently operating pursuant to the terms of their franchise agreements with 4th Day Hospitality LLC. Furthermore, nothing in this Order shall be deemed to limit Huntington’s right to seek relief from the automatic stay to recover the collateral subject to its liens at the Dayton-area Friendly’s locations or the Debtors’ or any other party’s right to oppose such relief.

36. In resolution of the Henrico County of Virginia (“Henrico”) objection [Dkt. No. 552], the Debtors shall deposit \$3,133.12 into a segregated account. Henrico’s secured lien shall attach to the proceeds in the segregated account with the same priority, validity, and extent as such lien currently holds under state law. Upon agreement between Henrico, the Debtors, and the Committee, or by subsequent order of the Court, duly noticed to Henrico, Henrico’s allowed claim for 2012 personal property taxes, if any, shall be paid in full from the funds held in the segregated account prior to delinquency pursuant to state law. The Debtors shall be entitled to retain any amounts remaining in the segregated account following the payment. The amount of the tax claimed as stated herein is not dispositive of the amount of taxes owed to Henrico and shall not limit its recovery, nor shall it be deemed an admission by the Debtors of any amounts allegedly due and owing to Henrico.

37. On the Closing Date or as soon as practicable thereafter, notwithstanding anything to the contrary therein, the Debtors shall assume, and assign to the Purchaser, all Contracts and Leases to which J&B Restaurant Partners (together with its affiliates, "J&B") is a counterparty, including but not limited to the Contracts and Leases set forth on Exhibit B attached hereto (the "J&B Contracts"). In addition, the Debtors shall make best efforts to seek to assume and assign to J&B the corresponding primary leases for J&B-operated locations to which the Debtors are a party (the "J&B Primary Leases"). Upon assumption and assignment of the J&B Primary Leases, J&B agrees that the related subleases between the Debtors and J&B (the "J&B Subleases") shall be deemed rejected and J&B agrees that it shall not be entitled to any rejection damages claims on account of the rejection of the J&B Subleases. If the Debtors are unable to assume and assign the J&B Primary Leases to J&B, the Debtors and Purchaser agree that the Debtors will make best efforts to seek to assume and assign the J&B Primary Leases as well the J&B Subleases to the Purchaser. Purchaser shall be obligated to pay the cure costs necessary to effectuate the assumption and assignment of the J&B Primary Leases, regardless of whether they are assigned to J&B or the Purchaser. The Debtors and J&B intend that the assumption and assignment of agreements described in this paragraph, including the assumption and assignment of the J&B Contracts to Purchaser and the assumption and assignment of the J&B Primary Leases to J&B (or, failing that, the assumption and assignment of the J&B Primary Leases and J&B Subleases to Purchaser) shall, absent further agreement of the parties, all occur on the same date, which is intended to be Closing Date or as soon thereafter as practicable (the actual date of assumption and assignment of all such agreements being the "J&B Assumption and Assignment Date").

38. The first payment due on December 30, 2011 from J&B under the Promissory Note and Guarantee made to the Debtors by J&B dated May 23, 2011 shall be offset as set forth on Schedule 1 to Exhibit C attached hereto, which offset shall satisfy the agreed-upon cure amounts, except as otherwise set forth herein, owed by the Debtors with respect to any Contract or Lease to which J&B is a counterparty, and J&B shall pay, on the J&B Assumption and Assignment Date, the amount of \$373,945.28 in full satisfaction of the December 30, 2011, payment.

39. The Debtors and J&B have agreed to modify certain obligations, deadlines and dollar amounts under the Purchase and Sale Agreement between Friendly Ice Cream Corporation and J&B dated as of April 21, 2011 as well as any accompanying or related documents (collectively, the "PSA"). Such modified obligations, deadlines and dollar amounts under the PSA are set forth on Exhibit C attached hereto. The Debtors and Purchaser further agree that all of J&B's rights, remedies, claims, defenses and the like relating to such obligations, deadlines and dollar amounts are hereby preserved and reserved, not waived, and not barred by the Sale Order and its contents, the assumption and/or assignment of any J&B Contracts or Leases (including the PSA), or the passage of the objection deadline set forth in the Cure Notice.

40. Notwithstanding the amounts set forth as the Cure Amounts in the Agreement, any amounts set forth in the Cure Notice, any cure amounts set forth on Exhibit B attached hereto or anything to the contrary in this Order, the Agreement or otherwise, the Purchaser shall pay, in addition to payments required to satisfy Assumed Liabilities, after reasonable reconciliation between the parties, all ordinary course payments arising under the J&B franchise agreements (which shall include ancillary agreements) set forth on Exhibit B attached hereto, including, but not limited to, payment charges, fees, adjustments, reimbursements, rebates,

reconciliations or the like arising under such agreements, whether accrued or not accrued, billed or not billed, due or not due (each a "J&B True-Up Charge"), regardless of whether such J&B True-Up Charge relates to a period of time prior to the assignment of the agreements.

41. Nothing in this Order shall interfere with the applicability of the Anti-Assignment Act, 41 U.S.C. §§ 15 *et seq.* or otherwise affect the rights of the United States under the Act.

42. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets sold, transferred or conveyed to the Purchaser on account of the filing or pendency of the chapter 11 cases or the consummation of the Transaction.

43. Except to the extent expressly included in the Assumed Liabilities, or as otherwise provided herein or in the Agreement, pursuant to sections 105 and 363 of the Bankruptcy Code, all persons and entities, debt security holders, equity security holders, the Debtors' employees or former employees, governmental, tax and regulatory authorities, lenders, parties to or beneficiaries under any benefit plan, and trade and other creditors asserting or holding a Lien of any kind or nature whatsoever against, in, or with respect to, any of the Debtors or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, or in connection with, or in any way relating to the Acquired Assets, the operation of the Debtors' business prior to the Closing Date or the transfer of the Acquired Assets to the Purchaser, shall be forever barred and estopped from asserting, prosecuting or otherwise pursuing such claim or Lien, whether by payment, setoff, or otherwise, directly or indirectly, against the Purchaser, successors or assigns thereof and each of their respective current and former members, shareholders, officers, directors, managed funds, investment advisors, attorneys, employees,

partners, affiliates, financial advisors and representatives (each of the foregoing in its individual capacity), or the Acquired Assets.

44. Other than the Assumed Liabilities or as otherwise provided for in the Agreement, the Settlement (as defined below) or this Order, the Purchaser shall have no obligations with respect to any liabilities of the Debtors, including, without limitation, the Excluded Liabilities, and the Debtors and the Official Committee of Unsecured Creditors (the "Committee") are deemed to release and forever discharge the Purchaser and its affiliates, successors and assigns from any and all claims, causes of action, obligations, liabilities, demands, damages, losses, costs and expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, relating to the sale and assignment of the Acquired Assets, except for the Assumed Liabilities under the Agreement, the Settlement or pursuant to this Order.

45. Notwithstanding the amounts set forth as the Cure Amounts in the Agreement or any amounts set forth in the Cure Notice or anything to the contrary in this Order or the Agreement, the Purchaser shall pay, in addition to payments required to satisfy Assumed Liabilities, all accrued, but unbilled and not yet due, charges arising under or pursuant to any Contract or Lease which is assumed and assigned to the Purchaser, including adjustments or reconciliations for taxes, insurance, CAM, and other charges (each a "True-Up Charge"), regardless of whether such True-Up Charge relates to a period of time prior to the assignment of the Contract or Lease, in the ordinary course as and when such True-Up Charge becomes due and payable. If the Purchaser disputes any alleged True-Up Charge and the parties are unable to come to an agreement regarding the amount actually owed, the dispute may be adjudicated by the Bankruptcy Court or any other court of competent jurisdiction.

46. The Purchaser and/or the Debtors, as applicable, shall have the right and authority to enter into separate confidential agreements or "side letters" (the "Side Letters") with the applicable counterparty to any Contract or Lease (including any Designation Right Contract), regarding issues pertaining to, among other things, assignment or rejection of such Contract or Lease, the timing and manner of surrender of the applicable premises, cure amounts and/or adequate assurance, and such Side Letters shall govern in the event of a conflict with this Order.

47. Subject to the terms of the Agreement, the Agreement and any related agreements may be waived, modified, amended, or supplemented by agreement of the Debtors (with the consent of the Committee, which shall not be unreasonably withheld) and the Purchaser, without further action or order of the Bankruptcy Court; provided, however, that any such waiver, modification, amendment, or supplement is not material and substantially conforms to, and effectuates, the Agreement and any related agreements and provided, further, that any such waiver, modification, amendment or supplement is filed with the Bankruptcy Court. At the sole discretion of the Purchaser, the Debtors and the Purchaser are expressly authorized, without further order of the Bankruptcy Court, but on notice to the Committee, to execute an amendment to the Agreement to provide for the Closing to occur on one or more Closing Dates so long as the amendment to the Agreement is filed with the Bankruptcy Court. Any material modification, waiver, amendment, or supplement to the Agreement must be approved by Order of the Bankruptcy Court.

48. The terms of the settlement between the Committee, Pension Benefit Guaranty Corporation, and Sundae Group Holdings I, LLC, Sundae Group Holdings II, LLC, and certain other affiliates of Sun Capital Partners, Inc. (the "Settlement"), as read into the record by the parties and so ordered by the Court at the hearing on December 15, 2011, are hereby adopted by

reference as if fully set forth herein and approved under Bankruptcy Rule 9019. For the avoidance of doubt, a copy of the settlement terms are attached hereto and incorporated herein as Exhibit D.

49. In furtherance of the above, the Debtors shall be permitted to borrow the entire undrawn amount under the DIP Facility Agreement (as defined in the Final DIP Order), notwithstanding any restrictions on the Debtors' ability to borrow such funds under the DIP Facility Agreement or otherwise. Further, Wells Fargo Capital Finance, Inc. ("Wells"), in its capacity as Administrative Agent and a Lender under the DIP Facility, shall credit bid an amount equal to \$35,000,000 of the outstanding amounts under the DIP Facility, as directed by Purchaser, notwithstanding any provision to the contrary in the Participation Agreement between the Purchaser and Wells.

50. Contemporaneous with the Closing, the Purchaser shall pay to Wells, or post a letter of credit acceptable to Wells in the case of outstanding letter of credit Obligations, all remaining Obligations owing and outstanding under the DIP Facility Agreement, after giving effect to the credit bid described in paragraph 49 hereof, in accordance with the terms of the Agreement or as may be otherwise agreed between the Purchaser and Wells.

51. The failure specifically to include any particular provisions of the Agreement, the Settlement or any related agreements in this Order shall not diminish or impair the effectiveness of any such provision, it being the intent of the Bankruptcy Court, the Debtors and the Purchaser that the Agreement, the Settlement 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.

52. This Order, the Settlement and the Agreement shall be binding upon and govern the acts of all persons and entities, including without limitation, the Debtors and the Purchaser, their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for the Debtors' estates or any trustee appointed in a chapter 7 case if these cases are converted from chapter 11, all creditors of any Debtor (whether known or unknown), filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Acquired Assets.

53. 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, to allow the Purchaser to deliver any notice provided for in the Agreement and allow the Purchaser to take any and all actions permitted under the Agreement in accordance with the terms and conditions thereof.

54. Nothing in this Order or the Agreement releases, nullifies, precludes, or enjoins the enforcement of any liability to a governmental unit under police or regulatory statutes or regulations that any entity would be subject to as the owner or operator of property after the date of entry of this Order.

55. This Order shall inure to the benefit of the Purchaser, the Debtors, and their respective successors and assigns, including but not limited to any chapter 11 or chapter 7 trustee that may be appointed in 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 case involving the Debtors, whether under chapter 7 or chapter 11 of the Bankruptcy Code.

56. This Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order, the Settlement, the Bidding Procedures Order, and the Agreement in all respects and to decide any disputes concerning this Order, the Settlement and the Agreement, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Agreement, this Settlement 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 Acquired Assets and any Contracts and Leases and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the assets free and clear of all Liens.

57. Notwithstanding Local Bankruptcy Rules 6004, 6006 and 7062, this Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a) and shall be effective and enforceable immediately upon entry and its provisions shall be self-executing.

58. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any of the Liens except the Permitted Liens.

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

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

Dated: December ~~28~~²⁹, 2011


The Honorable Kevin Gross
Chief United States Bankruptcy Judge