

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Old HB, Inc.	FORMERLY Hostess Brands, Inc.	12/19/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lewis Brothers Bakeries, Incorporated
Street Address:	500 N. Fulton Avenue
City:	Evansville
State/Country:	INDIANA
Postal Code:	47710
Entity Type:	CORPORATION: MISSOURI

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	0270774	
Registration Number:	0521717	WEBER'S
Registration Number:	0642408	WEBER'S
Registration Number:	0654228	BLUE SEAL
Registration Number:	0698266	DAFFODIL FARM
Registration Number:	0725686	CONTINENTAL
Registration Number:	0738837	THE WORLD'S FINEST
Registration Number:	0741681	GOOD CHEER
Registration Number:	0766033	BLUE SEAL
Registration Number:	0771554	BLUE RIBBON
Registration Number:	0781832	SAP'S
Registration Number:	0787855	PANTRY PRIDE
Registration Number:	0808597	CERTIFIED
Registration Number:	0962988	

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Registration Number:	1015403	BETTER WAY
Registration Number:	1049154	OLD WORLD
Registration Number:	1106773	BRAUN'S
Registration Number:	1159350	OZARK MILL
Registration Number:	1249198	OLD WORLD DELI
Registration Number:	1273784	MILLBROOK
Registration Number:	1454551	BREAD DU JOUR
Registration Number:	1478890	DAFFODIL FARM
Registration Number:	1508462	NANCY MARTIN
Registration Number:	1510345	COUNTESS
Registration Number:	1729639	D'AGOSTINO'S
Registration Number:	1840724	MOM'S OLD FASHIONED
Registration Number:	1845798	BREAD DU JOUR
Registration Number:	1957098	OLD WORLD
Registration Number:	2141955	COUNTY FAIR
Registration Number:	2391473	DI CARLO
Registration Number:	3643459	COUNTY FAIR
Registration Number:	3665352	AMERICA'S FAVORITE BRANDS
Registration Number:	3695650	BUY BREAD SAVE DOUGH

CORRESPONDENCE DATA

Fax Number: 2027785299
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202.662.5299
Email: trademarks@cov.com
Correspondent Name: Kathleen T. Gallagher-Duff
Address Line 1: 1201 Pennsylvania Avenue, N.W.
Address Line 2: Covington & Burling LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	025589.10001
NAME OF SUBMITTER:	Cheryl Fountain/:Paralegal Specialist
Signature:	/cherylfountain/
Date:	12/20/2013

Total Attachments: 16
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TRADEMARK
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made on December 19, 2013 by and among Hostess Brands, Inc., a Delaware corporation, by change of name, now known as Old HB, Inc. ("Assignor"), Interstate Brands Corporation, a Delaware corporation, and IBC Sales Corporation, a Delaware corporation (collectively, "Sellers"), and Lewis Brothers Bakeries Incorporated ("Purchaser") (each, a "Party" and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (defined below).

WHEREAS, Sellers and Purchaser have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which, among other things, Sellers agreed to sell, transfer, convey and deliver exclusively to Purchaser, all of Sellers' right, title and interest in, to and under the Purchased Assets, as more fully described in the Asset Purchase Agreement, on the terms and subject to the conditions set forth in the Asset Purchase Agreement;

WHEREAS, the Purchased Assets include all right, title and interest of Sellers in, to and under the Trademarks set forth on Schedule A hereto, including the registrations for, and any and all common law rights in, the Trademarks set forth on Schedule A hereto and the goodwill associated therewith and symbolized by said Trademarks (the "Transferred Trademarks");

WHEREAS, Sellers and Purchaser now desire to enter into this Assignment to evidence the sale, transfer, conveyance and delivery to Purchaser of the Transferred Trademarks and for the purpose of recording the sale, transfer, conveyance and delivery to Purchaser of the Transferred Trademarks with the United States Patent and Trademark Office and with other foreign trademark offices as applicable; and

NOW THEREFORE, for good and valuable consideration, including the consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and effective as of the Closing, the undersigned Sellers and Purchaser hereby agree as follows:

1. Assignment. Sellers, and each of them individually, hereby assign, sell, transfer, convey and deliver exclusively to Purchaser, and Purchaser hereby purchases, acquires and accepts from Sellers, all of Sellers' right, title and interest in, to and under the Transferred Trademarks.

2. No Warranties. Except as expressly provided in the Asset Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Transferred Trademarks.

3. Further Assurances. Sellers agree to execute such further documentation and perform such further actions, including without limitation, any actions or documents required by the United States Patent and Trademark Office or applicable foreign trademark

offices, to document, record, or perfect the assignment herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Transferred Trademarks in Purchaser.

4. Amendments; Waiver. This Assignment may only be amended, supplemented or modified and any provision of this Assignment may only be waived, pursuant to a written instrument making specific reference to this Assignment and executed by duly authorized Persons of the Parties.

5. Severability. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Assignment will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto will negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

6. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State.

7. Waiver of Right to Trial by Jury. Each Party to this Assignment waives any right to trial by jury in any action, matter or proceeding regarding this Assignment or any provision hereof.

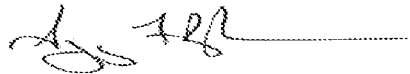
8. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

9. Interpretation. This Assignment is intended to implement the provisions of the Asset Purchase Agreement, is expressly subject to the terms and conditions thereof, and shall not be construed to enhance, extend or limit the representations and warranties, rights, obligations or remedies of any party thereunder. In case of any conflict or inconsistency between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern.


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IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

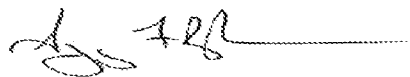
OLD HB, INC. (formerly known as Hostess Brands, Inc.)

By: 
Name: Gregory F. Rayburn
Title: Chief Executive Officer

INTERSTATE BRANDS CORPORATION

By: 
Name: Gregory F. Rayburn
Title: Chief Executive Officer & President

IBC SALES CORPORATION

By: 
Name: Gregory F. Rayburn
Title: Chief Executive Officer & President

PURCHASER:

LEWIS BROTHERS BAKERIES,
INCORPORATED

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

OLD HB, INC. (formerly known as Hostess Brands, Inc.)

By: _____
Name: Gregory F. Rayburn
Title: Chief Executive Officer

INTERSTATE BRANDS CORPORATION

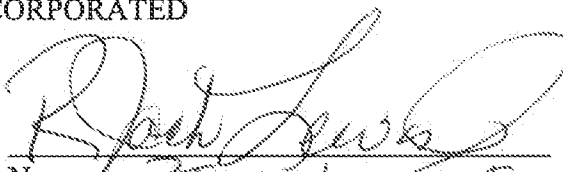
By: _____
Name: Gregory F. Rayburn
Title: Chief Executive Officer & President

IBC SALES CORPORATION

By: _____
Name: Gregory F. Rayburn
Title: Chief Executive Officer & President

PURCHASER:

LEWIS BROTHERS BAKERIES,
INCORPORATED


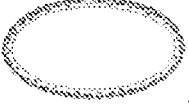


By: 
Name: Rick Lewis Jr.
Title: President



SCHEDULE A

TRANSFERRED TRADEMARKS


U.S. Registrations

<u>Mark</u>	<u>Owner</u>	<u>App. No</u>	<u>App. Date</u>	<u>Reg. No</u>	<u>Reg. Date</u>
AMERICA'S FAVORITE BRANDS	Hostess Brands, Inc.	77/714605	15-Apr-2009	3665352	04-Aug-2009
BETTER WAY	Hostess Brands, Inc.	73/006720	19-Nov-1973	1015403	08-Jul-1975
BLUE RIBBON AND DESIGN 	Hostess Brands, Inc.	72/172496	05-Jul-1963	771554	16-Jun-1964
BLUE SEAL	Hostess Brands, Inc.	72/024701	19-Feb-1957	654228	05-Nov-1957
BLUE SEAL & DESIGN 	Hostess Brands, Inc.	72/168929	15-May-1963	766033	03-Mar-1964
BRAUN'S	Hostess Brands, Inc.	73/126250	11-May-1977	1106773	21-Nov-1978
BREAD DU JOUR	Hostess Brands, Inc.	73/642115	30-Jan-1987	1454551	25-Aug-1987
BREAD du JOUR & DESIGN 	Hostess Brands, Inc.	74/432333	07-Sep-1993	1845798	19-Jul-1994
BUY BREAD SAVE DOUGH	Hostess Brands, Inc.	77/700972	27-Mar-2009	3695650	13-Oct-2009
CERTIFIED	Hostess Brands, Inc.	72/204139	16-Oct-1964	808597	17-May-1966
CONTINENTAL	Hostess Brands, Inc.	72/108027	08-Nov-1960	725686	26-Dec-1961
COUNTESS	Hostess Brands, Inc.	73/716460	14-Mar-1988	1510345	25-Oct-1988
COUNTY FAIR	Hostess Brands, Inc.	75/144342	05-Aug-1996	2141955	10-Mar-1998

<u>Mark</u>	<u>Owner</u>	<u>App. No</u>	<u>App. Date</u>	<u>Reg. No</u>	<u>Reg. Date</u>
COUNTY FAIR and Design 	Hostess Brands, Inc.	77/627421	05-Dec-2008	3643459	23-Jun-2009
DAFFODIL FARM	Hostess Brands, Inc.	73/633278	02-Apr-1987	1478890	01-Mar-1988
DAFFODIL FARM	Hostess Brands, Inc.	72/081250	14-Sep-1959	698266	24-May-1960
Design Only 	Hostess Brands, Inc.	71/293751	16-Dec-1929	270774	13-May-1930
DI CARLO	Hostess Brands, Inc.	75/782927	23-Aug-1999	2391473	03-Oct-2000
MILLBROOK	Hostess Brands, Inc.	73/410232	21-Jan-1983	1273784	10-Apr-1984
MOM'S OLD FASHIONED	Hostess Brands, Inc.	74/391292	17-May-1993	1840724	21-Jun-1994
NANCY MARTIN	Hostess Brands, Inc.	73/696678	09-Nov-1987	1508462	11-Oct-1988
OLD WORLD	Hostess Brands, Inc.	73/023811	10-Jun-1974	1049154	28-Sep-1976
OLD WORLD	Hostess Brands, Inc.	74/523232	02-May-1994	1957098	20-Feb-1996
OZARK MILL	Hostess Brands, Inc.	73/195302	01-Dec-1978	1159350	30-Jun-1981
PANTRY PRIDE	Hostess Brands, Inc.	72/112132	19-Jan-1961	787855	06-Apr-1965
SAP'S	Hostess Brands, Inc.	72/185626	29-Jan-1964	781832	15-Dec-1964
WEBER'S & DESIGN 	Hostess Brands, Inc.	72/008078	10-May-1956	642408	05-Mar-1957
WEBER'S (STYLIZED) 	Hostess Brands, Inc.	71/510692	11-Oct-1946	521717	07-Mar-1950

<u>Mark</u>	<u>Owner</u>	<u>App. No</u>	<u>App. Date</u>	<u>Reg. No</u>	<u>Reg. Date</u>
Design Mill 	Hostess Brands, Inc.	72/426946	12-Jun-1972	962988	03-Jul-1973
OLD WORLD DELI AND DESIGN 	Hostess Brands, Inc.	73/361211	23-Apr-1982	1249198	23-Aug-1983


U.S. Registrations that are Expired

<u>Mark</u>	<u>Owner</u>	<u>App. No</u>	<u>App. Date</u>	<u>Reg. No</u>	<u>Reg. Date</u>
D'AGOSTINO'S & DESIGN 	Hostess Brands, Inc.	73/755497	03-Oct-1988	1729639	03-Nov-1992
GOOD CHEER	Hostess Brands, Inc.	72/133299	04-Dec-1961	741681	04-Dec-1962
MRS. KARL'S COUNTRY WHEAT	Hostess Brands, Inc.	74/102675	01-Oct-1990	1735773	24-Nov-1992
THE WORLD'S FINEST	Hostess Brands, Inc.	72/089673	26-Jan-1960	738837	02-Oct-1962


State Registrations

<u>Mark</u>	<u>Owner</u>	<u>App. No</u>	<u>App. Date</u>	<u>Reg. No</u>	<u>Reg. Date</u>
BUTTERKRUST (Louisiana)	Old HB, Inc.			47-0532	10-Apr-1989

International Registrations

Country	Trademark	Owner	App. Date	App. No	Reg. Date	Reg. No.
Canada	COUNTESS	Hostess Brands, Inc.	07-Nov-1994	768006	30-Aug-1996	TMA462464
Dominican Republic	BREAD du JOUR & DESIGN 	Hostess Brands, Inc.	04-Dec-1996	88256	15-Feb-1997	88256
Mexico	DAFFODIL FARMS	Hostess Brands, Inc.	21-Apr-1992	138092	12-Jul-1992	417932
Mexico	MILLBROOK	Hostess Brands, Inc.	10-Mar-1992	134759	10-Aug-1992	419624
Mexico	WEBER'S	Hostess Brands, Inc.	23-Aug-1999	388068	27-Jul-2001	707663
Mexico	COUNTY FAIR	Hostess Brands, Inc.	23-Apr-1992	138303	02-Jul-1992	417934
Mexico	BAKER'S INN	Hostess Brands, Inc.	11-Feb-2004	641422	17-Jun-2004	837780

International Registrations that are Expired

Country	Trademark	Owner	App. Date	App. No	Reg. Date	Reg. No.
Mexico	NATURE'S CHOICE	Interstate Brands Corporation	13-Feb-2008	913535	N/A	N/A
Puerto Rico	BLUE RIBBON AND DESIGN 	Interstate Brands Corporation	12-Nov-1997	41815	30-Sep-1999	41815

Unregistered Trademarks

MRS. KARL'S

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
:
In re : Chapter 11
:
Hostess Brands, Inc., *et al.*,¹ : Case No. 12-22052 (RDD)
:
Debtors. : (Jointly Administered)
:
-----X

**ORDER, PURSUANT TO
SECTIONS 105, 363 AND 365 OF THE BANKRUPTCY
CODE, APPROVING PROCEDURES TO SELL OR TRANSFER
CERTAIN *DE MINIMIS* ASSETS, FREE AND CLEAR OF LIENS, CLAIMS
AND ENCUMBRANCES, AND TO PAY MARKET RATE BROKER COMMISSIONS
IN CONNECTION WITH SUCH SALES WITHOUT FURTHER COURT APPROVAL**

This matter coming before the Court on the Motion of Debtors and Debtors in Possession, Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, for an Order Approving Procedures to Sell or Transfer Certain *De Minimis* Assets, Free and Clear of Liens, Claims and Encumbrances, and to Pay Market Rate Broker Commissions in Connection With Such Sales Without Further Court Approval (Docket No. 263) (the "Motion"),² filed by the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"); and the Court having reviewed the Motion and having considered the statements of counsel with respect to the Motion at the February 21, 2012 hearing before the Court (the "Hearing"); and there being no opposition to the requested relief; and the Court having found that (a) the Court

¹ The Debtors are the following six entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Hostess Brands, Inc. (0322), IBC Sales Corporation (3634), IBC Services, LLC (3639), IBC Trucking, LLC (8328), Interstate Brands Corporation (6705) and MCF Legacy, Inc. (0599).

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.



has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (c) notice of the Motion and the Hearing was sufficient under the circumstances, (d) a sound business purpose exists to grant the relief requested herein and (e) there is good cause to waive the fourteen-day stay imposed by Bankruptcy Rules 6004(h) and 6006(d),

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. The Debtors are authorized to consummate, subject to any requisite consents required pursuant to the terms of the DIP Financing Agreement, but without further Court approval, sales of real and personal property outside of the ordinary course of business when the purchase price for a sale is \$4 million or less for each transaction or in the aggregate for a related series of transactions and the sale is not to an insider of the Debtors (the "De Minimis Assets"). Any sales of De Minimis Assets shall be free and clear of all liens, claims and encumbrances, with any such liens, claims and encumbrances attaching to the net sale proceeds with the same force, validity, priority, perfection and effect as such liens had on the property immediately prior to the sale. All such sales shall be subject to the Sale Notice Procedures (as such term is defined below) and other terms of this Order set forth below.
3. The Debtors hereby are authorized to pay, without further Court approval, market rate broker commissions (the "Broker Commissions") and auction fees (the "Auction Fees") and, together with the Broker Commissions, the "Commissions") for non-insider brokers and auctioneers utilized in connection with any sales of De Minimis Assets upon satisfaction of the disclosure requirements provided herein.
4. Sales of De Minimis Assets for consideration that is less than \$750,000 may be consummated by the Debtors without further notice and hearing, so long as any requisite

consents required pursuant to the terms of the DIP Financing Agreement in connection with the sale have been obtained; however, for such sales, the Debtors shall comply with the reporting requirements described in paragraph 4(h), below. Sales of De Minimis Assets for more than \$750,000 but less than \$4 million are approved subject to the following notice procedures (the "Sale Notice Procedures"):

- (a) The Debtors shall give notice (the "Sale Notice") of each proposed sale (the "Proposed Sale") to (i) the U.S. Trustee; (ii) counsel to the Debtors' postpetition lenders; (iii) counsel to General Electric Capital Corporation, as agent under the Revolving Credit Agreement; (iv) counsel to Silver Point Finance, LLC, as agent under the First Lien Term Loan Agreement and Third Lien Term Loan Agreement; (v) counsel to The Bank of New York Mellon Trust Company, as indenture trustee under the Indenture; (vi) counsel to the Creditors' Committee; (vii) if applicable, the non-Debtor counterparties to all executory contracts or unexpired leases that the Debtors propose to assume, assume and assign or reject in connection with such sale; (viii) any other known holder of a lien, claim or encumbrance against the specific property to be sold; (ix) any labor union that represents employees whose employment may be adversely affected by the Proposed Sale; and (x) the proposed purchaser or transferee (the "Proposed Purchaser") and any other person or entity on the Special Service List under the Administrative Order pursuant to Rule 1015(c) of the Federal Rules of Bankruptcy Procedures, Establishing Case Management and Scheduling Procedures (collectively, the "Sale Notice Parties").

The Sale Notice will be served on the Sale Notice Parties by facsimile or e-mail, if possible, and by overnight mail. The Sale Notice shall specify (i) the assets to be sold; (ii) the identity of the Proposed Purchaser (including a statement that the Proposed Purchaser is not an "insider" as defined in Section 101(31) of the Bankruptcy Code); (iii) the proposed sale price; (iv) a copy of any documentation executed in contemplation of the transaction; (v) an affidavit of the broker, if any, pursuant to Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), that identifies the broker, the amount of the Commission, and that contains the disclosures required by Bankruptcy Rule 2014; (vi) the Debtors' estimate of the fair market value of the assets, if available; (vii) a brief description of the circumstances surrounding the sale process; and (viii) a statement as to whether such sale(s) will impact any of the Debtors' operating facilities.

In addition, any Sale Notice shall specify: (i) the identities of any parties holding or asserting liens or other interests or potential interests in the

property; (ii) the executory contracts and unexpired leases, if any, that the applicable Debtor or Debtors propose to be assumed, assumed and assigned or rejected as part of the Proposed Sale; (iii) for any assumption or assumption and assignment of an executory contract or unexpired lease, the amounts required to cure any defaults pursuant to section 365(b) of the Bankruptcy Code (collectively, the "Cure Claims"), and a statement regarding the adequate assurance of future performance by the purchaser or transferee, consistent with section 365 of the Bankruptcy Code. The Debtors may, but are not required to, file a copy of the Sale Notice with the Court.

- (b) The Sale Notice Parties shall have until 5:00 p.m. (prevailing New York Time) on the seventh business day following the service of the Sale Notice (the "Objection Deadline") to object to the Proposed Sale and the payment of any Commissions. Any such objection (an "Objection") must be:
 - (i) made in writing, stating the objection with specificity; and
 - (ii) filed with the Court and served on counsel to the Debtors and the other Sale Notice Parties so as to be received by the Objection Deadline. The Objection Deadline and required service addresses shall be identified in the Sale Notice.
- (c) If (i) no Objection is properly filed and served by the Objection Deadline and (ii) the Debtors have obtained any requisite consent required pursuant to the DIP Financing Agreement in connection with the sale, the Debtors shall be authorized, without further notice and without further Court approval, to:
 - (i) consummate the sale of the De Minimis Assets in accordance with the terms and conditions of the underlying contract or contracts and
 - (ii) take such other actions as are necessary to close the transaction and collect the proceeds of such sale, including, without limitation, payment of any Commissions, and assumption, assumption and assignment or rejection of the executory contracts and unexpired leases.
- (d) If a Sale Notice Party files and serves an Objection to the Proposed Sale by the Objection Deadline, the Debtors and such objecting party shall use good faith efforts to resolve the objection consensually. If the Debtors and the objecting Sale Notice Party are unable to resolve the objection, the Debtors shall not consummate the proposed transaction without first obtaining Court approval of such Proposed Sale, including the payment of any Commissions, upon notice and a hearing; provided, however, that, with the agreement of the Proposed Purchaser, the Debtors may consummate any portion of the Proposed Sale that is not a subject of the Objection or prohibited by the DIP Financing Agreement.
- (e) Any valid and enforceable liens on the property to be sold shall attach to the net proceeds of the Proposed Sale in the same priority as existed prior to such sale and subject to any claims and defenses that the Debtors may possess with respect thereto. Net sale proceeds shall be utilized by the

Debtors in accordance with the terms of the DIP Financing Agreement, the Interim DIP Order, the Final DIP Order or such other financing arrangements as are in effect at the time.

- (f) To the extent that a competing bid is received for the purchase of De Minimis Assets in a particular Proposed Sale after service of the Sale Notice that, in the Debtors' sole discretion in the exercise of their business judgment, materially exceeds the value of the purchase price contained in the Sale Notice, then the Debtors may file and serve an amended Sale Notice for the Proposed Sale to the subsequent bidder pursuant to the Sale Notice Procedures, even if the proposed purchase price exceeds the Sale Cap.
- (g) The relevant Debtor or Debtors may consummate a Proposed Sale prior to the expiration of the applicable Objection Deadline if the Debtor or Debtors obtain each Notice Party's written consent to the Proposed Sale. The applicable Proposed Sale, including the assumption, assumption and assignment or rejection of executory contracts and unexpired leases proposed in connection with the sale, shall be deemed final and fully authorized by the Court upon either (i) the expiration of the Objection Deadline without the assertion of any Objections or (ii) the written consent of all Notice Parties.
- (h) For sales of De Minimis Assets for consideration that is greater \$200,000, but less than \$750,000, and not described in a Sale Notice, the Debtors shall, on March 30, 2012 and on the last business day of each calendar month thereafter, file and serve upon counsel to the Creditors' Committee a report containing the following information regarding such sales made during the prior calendar month: (i) a description of the assets actually sold; (ii) the buyer(s) that consummated each sale; (iii) the total consideration actually received; (iv) the Debtors' estimate of the fair market value of the assets, if available; and (v) a brief description of the circumstances surrounding the sale process.

5. Upon the closing of a sale or transfer, the Debtors may assume, assume and assign or reject any executory contract or unexpired lease and pay the Cure Claims (including as resolved after an Objection). The non-Debtor parties to any executory contracts or unexpired leases are hereby barred from asserting any further cure claims or such additional adequate assurances under section 365 of the Bankruptcy Code in respect of such executory contracts or unexpired leases after the Objection Deadline for a Proposed Sale has passed, except as asserted in a timely Objection.

6. Except with respect to an Objection resolved by the Court, the fourteen-day stay imposed by Bankruptcy Rules 6004(h) and 6006(d) is hereby waived with respect to each Proposed Sale conducted in accordance with this Order, and the Debtors may close Proposed Sales as set forth herein without reference to such stay.

7. Nothing in the foregoing Sale Notice Procedures shall prevent the Debtors, in their sole discretion, from seeking Court approval of any Proposed Sale upon notice and a hearing or, if necessary to comply with a condition on a sale or transfer imposed by a purchaser, to submit a separate order to the Court along with a notice of presentment to be entered without need for a hearing on the matter.

8. Sales of De Minimis Assets shall be deemed to be arm's-length transactions entitled to the protections of section 363(m) of the Bankruptcy Code.

9. All purchasers or transferees shall take De Minimis Assets sold by the Debtors pursuant to the authority granted in this Order "as is" and "where is" without any representations or warranties from the Debtors as to quality or fitness for either their intended purposes or any particular purposes.

10. The Debtors and their respective officers, employees and agents are authorized to perform all obligations, take whatever actions may be necessary or appropriate and issue, execute and deliver whatever documents may be necessary or appropriate to implement and effectuate any disposition of De Minimis Assets.

11. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary or appropriate to consummate the disposition of De Minimis Assets. The register or recorder of deeds (or other similar recording agency) is hereby directed to accept and include a certified copy of this Order

along with any other appropriate conveyance documents used to record and index the transfer of any De Minimis Assets in the appropriate public records.

12. Nothing in this Order or in any asset sale agreement entered into pursuant to this Order: (a) releases, nullifies, precludes or enjoins the enforcement, from and after the date of the closing under the applicable asset sale agreement, of any liability to a governmental unit under police and regulatory statutes or regulations (including but not limited to environmental laws or regulations) that any purchaser would be subject to as the owner, lessor, lessee or operator of property that is sold or transferred pursuant to this Order, including any liabilities for penalties, damages, cost recovery or injunctive relief, except in each case to the extent limited by the Bankruptcy Code and applicable law; (b) diminishes the obligation of any entity, including the Debtors or the purchasers, to comply with applicable environmental laws except to the extent limited by the Bankruptcy Code and applicable law; or (c) authorizes the transfer to the purchaser of any governmental licenses, permits, registrations or governmental authorizations and approvals without the purchaser's compliance with all applicable legal requirements under law governing such transfers. Nothing in this Order shall be interpreted to deem a purchaser as the successor to the Debtors under any state law successor liability doctrine with respect to any liabilities under environmental laws or regulations for penalties for days of violation prior to the closing date of the applicable asset purchase agreement. Nothing in this Order shall be construed to create for any governmental unit any substantive right that does not already exist under law.

13. Any net proceeds obtained by the Debtors from any sales of such De Minimis Assets shall be applied as required by the DIP Financing Agreement or any order

entered by the Court. Nothing contained herein shall be deemed a waiver by the DIP Lender of any required approval or disapproval of any sale, whether pursuant to this Order or otherwise.

14. The liens of all other holders of valid and perfected liens shall be treated in accordance with section 363(f) of the Bankruptcy Code.

15. No further orders of this Court are necessary to effectuate the terms set forth herein for the transactions contemplated herein.

16. The Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Dated: White Plains, New York
February 22, 2012

/s/Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE