

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410875

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Court Order filed in the U.S. Bankruptcy Court for the District of Delaware, ordering release of security interest
RESUBMIT DOCUMENT ID:	900387711

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Chase Manhattan Bank, as Trustee		07/29/2002	bank: UNITED STATES

RECEIVING PARTY DATA

Name:	American Tissue Corporation
Street Address:	50 Cabot Court
City:	Hauppauge
State/Country:	NEW YORK
Postal Code:	11788
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2022635	MAGIC SOFT
Registration Number:	2080681	MAGIC SOFT
Registration Number:	1240299	MAGNOLIA
Registration Number:	1875588	CONTAINER CONCEPTS

CORRESPONDENCE DATA

Fax Number: 4159831200
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 415-983-1274
Email: rburlingame@pillsburylaw.com
Correspondent Name: Robert B. Burlingame
Address Line 1: P.O. Box 2824
Address Line 2: Calendar/Docketing Department
Address Line 4: San Francisco, CALIFORNIA 94126-2824

ATTORNEY DOCKET NUMBER:	021781-0000036
NAME OF SUBMITTER:	Robert B. Burlingame
SIGNATURE:	/Robert B. Burlingame/

DATE SIGNED:

01/03/2017

Total Attachments: 17

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**CONFIRMATION OF
TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

See attached action taken in Case No. 01-10370 in the U.S. Bankruptcy Court for the District of Delaware, pursuant to which the security interest recorded with the U.S. Patent & Trademark Office on July 30, 1999, at Reel/Frame 1938/0022 (which interest was granted from American Tissue Corporation to The Chase Manhattan Bank) was terminated/released as of July 29, 2002.

<u>Trademark</u>	<u>U.S. Trademark Reg. #</u>
MAGIC SOFT	2,022,635
MAGIC SOFT	2,080,681
MAGNOLIA	1,240,299
CONTAINER CONCEPTS & Design	1,875,588

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Case No. 01-10370 (RB)
American Tissue, Inc. <u>et al.</u> ,	Chapter 11
Debtors.	Jointly Administered

ORDER APPROVING SALE OF SUBSTANTIALLY ALL OF THE ASSETS RELATING TO THE DEBTORS' NEENAH, WI FACILITY FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, EXEMPTION FROM STAMP AND SIMILAR TAXES AND RELATED RELIEF

This matter coming on to be heard on the Motion for an Order Approving Sale of Substantially all of the Assets relating to the Debtors¹ Neenah, WI Facility Free and Clear of all Liens, Claims and Encumbrances, Assumption and Assignment of Related Executory Contracts and Unexpired Leases, Exemption from Stamp and Similar Taxes and Related Relief (the "Sale Motion") filed by the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"); and the Court having reviewed the Sale Motion and the Asset Purchase Agreement attached hereto as Exhibit A (the "Agreement"),² and the Court having heard the statements of counsel in support of the relief requested in the Sale Motion at a hearing thereon (the "Sale

¹ The term "Debtors" as used in this Order, depending on the context, refers to either (a) collectively, all of the debtors in these Chapter 11 cases or (b) debtor, American Tissue Mills of Neenah LLC, the entity that constitutes the Seller under the Agreement and, in certain circumstances as set forth in the Agreement, may also include debtor, American Tissue Inc., as a Seller.

² Unless otherwise defined in this Order, capitalized terms used herein shall have the meanings ascribed to such terms in the Sale Motion or the Agreement, as applicable, except that the term "Assets" as used herein shall have the same meaning as the term "Property" under the Agreement.

Hearing"); and the Court being fully advised in the premises and having determined that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief herein granted;

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The Court has jurisdiction over the Sale Motion 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), (N) and (O). Venue of these cases and the Sale Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Sale Motion are Sections 105(a), 363(b), (f), (m) and (n) and 1146(c) of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"), and Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

C. Proper, timely, adequate and sufficient notice of the Sale Motion and the relief requested therein, the auction conducted in connection with the Sale Motion (the "Auction"), the Sale Hearing and the sale and assignment transactions described in the Agreement (all such transactions being collectively referred to as the "Proposed Transaction"), has been provided in accordance with Sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 9014 and in compliance with the Sale Procedures (as defined in the Sale Motion). Such notice was good and sufficient, and appropriate under the particular circumstances, and no other or further notice of the Sale Motion, the relief requested therein and all matters relating thereto, the Auction, the Sale Hearing, the Proposed Transaction and the Sale Procedures, is or shall be required.

D. The Additional Assets (as defined in the Agreement) are not being sold pursuant to the Proposed Transaction.

E. As demonstrated by (i) the testimony and/or other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors have marketed the Assets and conducted the sale process in compliance with the Sale Procedures.

F. Creditors, parties-in-interest and other entities have been afforded a reasonable opportunity to bid for the Assets.

G. No consents or approvals, other than those expressly provided for in the Agreement, are required for the Debtors to consummate the Proposed Transaction.

H. Approval of the Agreement and consummation of the Proposed Transaction are in the best interests of the Debtors, their creditors, their estates, and other parties-in-interest.

I. The Debtors have demonstrated both (i) good, sufficient, and sound business purpose and justification and (ii) compelling circumstances for the sale pursuant to Section 363(b) of the Bankruptcy Code prior to, and outside of, a plan.

J. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities.

K. The Agreement was negotiated, proposed and entered into by and among the Debtors and the purchaser therein, now known as Cellu Tissue Corporation-Nccnah, and/or an affiliate, designee, assignee, or successor thereof (the "Purchaser"), without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors nor the Purchaser has engaged in any conduct that would cause or permit the avoidance of the Agreement or the

consummation of the Proposed Transaction, or the imposition of costs or damages under Section 363(n) of the Bankruptcy Code.

L. No agent, broker, person or firm acting or purporting to act on behalf of either the Debtors or the Purchaser is or will be entitled to any commission, broker's fee or finder's fee from any of the parties to the Agreement or any other person respecting the Proposed Transaction.

M. The Purchaser is a good faith purchaser under Section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. The Purchaser has at all times acted in good faith and will continue to be acting in good faith within the meaning of Section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Agreement and at all times after the entry of this Order.

N. The Purchaser submitted the highest and best offer for the Assets.

O. The consideration provided by the Purchaser for the Assets pursuant to the Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Assets, (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

P. The Purchaser provided the Debtors with a \$750,000 deposit (the "Deposit") in accordance with the Agreement, which Deposit is currently being held by the Debtors.

Q. The Proposed Transaction must be approved and consummated promptly in order to preserve the value of the Assets.

R. The Assets constitute property of the Debtors' estates. Debtor, American Tissue Mills of Necnah LLC, owns good and marketable title to all of the Assets. The transfer of the Assets to the Purchaser will be a legal, valid, and effective transfer of the Assets, and will vest the Purchaser with all right, title, and interest of the Debtors in and to the Assets free and clear of all liens, claims, interests, obligations, rights and encumbrances (other than the Permitted Encumbrances). The Purchaser shall have no liability for any claims against the Debtors or their estates or any liabilities or obligations of the Debtors or their estates including, without limitation, any liabilities arising under or out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the closing of the Proposed Transaction.

S. The Purchaser would not have entered into the Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtors, their estates, and their creditors, if the sale of the Assets to the Purchaser were not free and clear of all liens, claims, interests, obligations, rights and encumbrances of any kind or nature whatsoever (other than the Permitted Encumbrances), or if the Purchaser would, or in the future could, be liable for any of such liens, claims, interests, obligations, rights and encumbrances.

T. The Debtors may sell the Assets free and clear of all liens, claims, interests, obligations, rights and encumbrances of any kind or nature whatsoever (other than the Permitted Encumbrances) because, in each case, one or more of the standards set forth in Section 363(f)(1)-(5) has been satisfied. Those nondebtor parties with liens, claims, interests, obligations, rights and/or encumbrances in or with respect to the Assets who did not object, or who withdrew their objections, to the Proposed Transaction or the Sale Motion are deemed to have consented pursuant to Section 363(f)(2) of the Bankruptcy Code. Those nondebtor parties with liens, claims, interests, obligations, rights and/or encumbrances in or with respect to the Assets who

did object fall within one or more of the other subsections of Sections 363(f) and 365 and are adequately protected by having their liens, claims, interests, obligations, rights and/or encumbrances, if any, attach to the cash proceeds of the Proposed Transaction ultimately attributable to the Assets against or in which they claim a lien, claim, interest, obligation, right and/or encumbrance.

U. The transfer of the Assets to the Purchaser will not subject the Purchaser to any liability whatsoever with respect to the operation of the Debtors' business prior to the closing of the Proposed Transaction or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, in any theory of law or equity including, without limitation, any theory of equitable subordination, antitrust or successor, transferee or vicarious liability.

V. The sale of the Assets to the Purchaser is a prerequisite to the Debtors' ability to confirm and consummate a plan or plans. The Proposed Transaction is therefore a sale in contemplation of a plan or plans to be confirmed in the Debtors' cases and, thereby, constitutes a transfer pursuant to Section 1146(c) of the Bankruptcy Code, which shall not be taxed under any law imposing a transfer tax, a stamp tax or any similar tax.

W. There is a need to consummate the Agreement and the Proposed Transaction as rapidly as possible, due to the shutdown of the Debtors' business and the burden of substantial maintenance expenses being imposed upon the Debtors' estates. Accordingly, there is cause to lift the stays of execution of this Order contemplated by Bankruptcy Rules 6004(g) and 6006(d).

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

General Provisions

1. The Sale Motion is granted, as further described herein.
2. The findings of fact set forth above and conclusions of law stated herein shall constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact later shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law later shall be determined to be a finding of fact, it shall be so deemed.
3. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, are hereby overruled on the merits with prejudice.

Approval of the Agreement

4. The Agreement, and all of the terms and conditions thereof, are hereby approved.
5. Pursuant to Section 363(b) of the Bankruptcy Code, the Debtors are authorized to consummate the Proposed Transaction, pursuant to and in accordance with the terms and conditions of the Agreement, effective immediately upon the signing of this Order.
6. The Debtors are authorized and directed to execute and deliver, and empowered to perform under, consummate, and implement the Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Agreement, and to take all further actions as may be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser or

reducing to possession, the Asscts, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreement.

Transfer of the Assets

7. Pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code upon consummation of the Proposed Transaction (the "Closing"), the Assets (and good and marketable title to such Assets) shall be transferred to the Purchaser, free and clear of all liens, claims, interests, obligations, rights and encumbrances of any kind or nature whatsoever (other than the Permitted Encumbrances), with all such liens, claims, interests, obligations, rights and encumbrances of any kind or nature whatsoever to attach to the net proceeds of the Proposed Transaction in the order of their priority, with the same validity, force and effect which they now have as against the respective Asscts, subject to any claims and defenses, setoffs or rights of recoupment the Debtors may possess with respect thereto.

8. All persons and entities (and their respective successors and assigns) including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors, holding liens, claims, interests, obligations, rights and/or encumbrances of any kind or nature whatsoever (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated) against, in or with respect to the Debtors and/or the Assets (other than the Permitted Encumbrances) arising under or out of, in connection with, or in any way relating to, the Debtors, the Assets, the operation of the Debtors' business prior to the Closing, or the transfer of the Assets to the Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting such persons' or entities' liens, claims, interests, obligations, rights or encumbrances against the Purchaser and/or its affiliates, designees, assignees, successors,

properties, or assets. Effective upon the Closing, the Purchaser shall have no liability for any Claims (as defined in Section 101(5) of the Bankruptcy Code) against the Debtors or their estates.

9. The transfer of the Assets to the Purchaser pursuant to the Agreement constitutes a legal, valid, and effective transfer of the Assets, and shall vest the Purchaser with all right, title, and interest of the Debtors in and to the Assets free and clear of all liens, claims, interests, obligations, rights and encumbrances of any kind or nature whatsoever (other than the Permitted Encumbrances).

10. The transfer of the Assets pursuant to the Proposed Transaction constitutes a transfer in contemplation of a plan or plans to be confirmed in the Debtors' cases pursuant to Section 1146(c) of the Bankruptcy Code and, accordingly, shall not be taxed and/or shall not be subject to any tax under any federal, state, local, municipal or other law imposing or claiming to impose a stamp tax or a sale, use, transfer, or any other similar tax on any of the Debtors' transfers or sales of real estate, personal property or other assets owned by the Debtors or transferred in connection with the Proposed Transaction.

Additional Provisions

11. Prior to or upon the Closing of the Proposed Transaction, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release their interests, if any, in the Assets as such interests may have been recorded or may otherwise exist.

12. The Purchaser is hereby authorized to allocate the Assets among its affiliates, designees, assignees, and/or successors in a manner as it in its sole discretion deems appropriate and to assign, sublease, sublicense, transfer or otherwise dispose of any of the Assets

to its affiliates, designees, assignees, and/or successors with all of the rights and protections accorded under this Order and the Agreement, and the Debtors shall cooperate with and take all actions reasonably requested by the Purchaser to effectuate any of the foregoing.

13. This Order (a) shall be effective as a determination that, upon the Closing, all liens, claims, interests, obligations, rights or encumbrances of any kind or nature whatsoever existing with respect to the Debtors and/or the Assets prior to the Closing (other than the Permitted Encumbrances) have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (b) shall be binding upon all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, 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 or state of title in or to any of the Assets.

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

15. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens* or other documents or agreements evidencing interests with respect to the Debtors and/or the Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all interests which the person or entity has with respect to

the Debtors, the Assets or otherwise, then (a) the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Assets and (b) the Purchaser and/or the Debtors are hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims, interests, obligations, rights and/or encumbrances of any kind or nature whatsoever in, against or with respect to the Debtors and/or the Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, and local governmental agency, department, or office.

16. All entities who are presently, or on the Closing may be, in possession of some or all of the Assets are hereby directed to surrender possession of the Assets to the Purchaser upon the Closing.

17. The Purchaser shall have no liability or responsibility for any liability or other obligations of the Debtors arising under or related to the Assets. Without limiting the generality of the foregoing, the Purchaser shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and the Purchaser shall have no successor, transferee or vicarious liability of any kind or character whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors arising prior to the Closing including, but not limited to, any liabilities arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing or the sale of the Assets to the Purchaser.

18. Under no circumstances shall the Purchaser or any of its affiliates, designees, assignees, or successors be deemed successors of or to the Debtors for any liens,

claims, interests, obligations, rights and/or encumbrances of any kind or nature whatsoever against, in or related to the Debtors and/or the Assets. Except for the Permitted Encumbrances, the sale, transfer, assignment, and delivery of the Assets shall not be subject to any liens, claims, interests, obligations, rights and/or encumbrances of any kind or nature whatsoever and any such liens, claims, interests, obligations, rights and/or encumbrances of any kind or nature whatsoever shall remain with, and continue to be obligations of, the Debtors. All persons holding or asserting liens, claims, interests, obligations, rights and/or encumbrances of any kind or nature whatsoever against, in or with respect to the Debtors and/or the Assets shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such liens, claims, interests, obligations, rights and/or encumbrances of any kind or nature whatsoever against the Purchaser and/or its property, affiliates, designees, assignees, and/or successors, or the Assets with respect to any liens, claims, interests, obligations, rights and/or encumbrances of any kind or nature whatsoever that such person or entity had, has, or may have against or in the Debtors, their estates, officers, directors, shareholders, or the Assets. Following the Closing Date, no holder of any liens, claims, interests, obligations, rights and/or encumbrances of any kind or nature whatsoever in, against or with respect to the Debtors and/or the Assets shall interfere with the Purchaser's title to or use and enjoyment of the Assets based on or related to such liens, claims, interests, obligations, rights and/or encumbrances of any kind or nature whatsoever, or any actions that the Debtors may have taken or may take in their Chapter 11 cases.

19. Any and all amounts that become payable by the Debtors pursuant to the Agreement, or any of the documents delivered by the Debtors pursuant to or in connection with the Agreement including, without limitation, expense reimbursements, shall (a) constitute

superpriority administrative expenses of the Debtors' estates and (b) be paid by the Debtors in the time and manner as provided in the Agreement, without further order of this Court. The Purchaser shall receive a credit against the Purchase Price for any Permit and License Payments made by the Purchaser.

20. The Debtors are hereby authorized and directed to execute and deliver such closing and other confirmatory documents and to do such things as are necessary and appropriate, and as are reasonably requested by the Purchaser, to implement and effectuate the provisions of this Order and the transactions approved hereby.

21. No bulk sales law, or similar law of any state or other jurisdiction shall apply in any way to the transactions contemplated by the Agreement, the Sale Motion and this Order.

22. This Court hereby retains jurisdiction to enforce and implement the terms and provisions of the Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects including, but not limited to, retaining jurisdiction to (a) compel delivery of the Assets to the Purchaser, (b) resolve any disputes arising under or related to the Agreement, except as otherwise provided therein, (c) interpret, implement, and enforce the provisions of this Order and resolve any disputes related thereto and (d) protect the Purchaser against any liens, claims, interests, obligations, rights and/or encumbrances of any kind or nature whatsoever against, in or with respect to the Debtors and/or the Assets whether or not such liens, claims, interests, obligations, rights and/or encumbrances attach to the proceeds of the Proposed Transaction.

23. Nothing contained in any plan confirmed in these Chapter 11 cases or any order of this Court confirming such plan shall conflict with or derogate from the provisions of the Agreement or the terms of this Order.

24. The transfer of the Assets shall not subject the Purchaser to any liability with respect to the operation of the Debtors' business prior to the Closing or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity including, without limitation, any theory of equitable subordination, antitrust or successor, transferee or vicarious liability.

25. The transactions contemplated by the Agreement are undertaken by the Purchaser in good faith, as that term is used in Section 363(m) of the Bankruptcy Code. Accordingly, any reversal or modification on appeal of the authorization provided herein to consummate the Proposed Transaction shall not affect the validity of the Proposed Transaction to the Purchaser, unless such authorization is duly stayed pending such appeal. The Purchaser is a purchaser in good faith of the Assets and is entitled to all of the protections afforded by Section 363(m) of the Bankruptcy Code.

26. The terms and provisions of the Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, their creditors, their shareholders, the Purchaser, and any of such parties' respective affiliates, designees, successors, and assigns, and shall be binding in all respects upon any affected third parties including, but not limited to, all persons asserting any liens, claims, interests, obligations, rights and/or encumbrances in, on or with respect to the Assets to be sold to the Purchaser pursuant to the Agreement, notwithstanding any subsequent appointment of any trustee(s), examiner(s), or

receiver(s) under any Chapter of the Bankruptcy Code or any other law, and all such provisions and terms shall likewise be binding on such trustee(s), examiner(s), or receiver(s).

27. The failure specifically to include any particular provision of the Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

28. The Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

29. Neither the Debtors nor the Purchaser shall be required to pay any commissions to any brokers in connection with the Proposed Transaction.

30. As provided by Bankruptcy Rule 7062, and notwithstanding Bankruptcy Rules 6004(g) and 6006(d), this Order shall not be automatically stayed, but shall be effective and enforceable immediately upon the signing of this Order. Time is of the essence in the occurrence of the Closing of the Proposed Transaction and the Debtors and the Purchaser intend to close the Proposed Transaction as soon as possible. Any party objecting to this Order thereby must exercise due diligence in filing an appeal and pursuing a stay or risk their appeal being foreclosed as moot.

31. Any appeal seeking to enjoin or stay consummation of the Proposed Transaction shall be subject to the appellant depositing or posting a bond in an amount equal to the then aggregate purchase price, plus any applicable break-up fee and any other amounts due

under the Agreement, plus the Permit and License Reimbursement, plus all applicable damages,
pending the outcome of any such appeal.

Dated: July __, 2002
Wilmington, Delaware


UNITED STATES BANKRUPTCY JUDGE

29 JUL 2002