

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461352

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HBK Investments L.P., as Agent		12/03/2008	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Mattress Discounters IP LLC, as successor in interest
Street Address:	10201 South Main Street
City:	Houston
State/Country:	TEXAS
Postal Code:	77025
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	2000477	1 800 BUY-A-BED
Registration Number:	2913797	1-800-BED-TIME
Registration Number:	1922739	AMERICA'S VALUE LEADER MATTRESS DISCOUNT
Registration Number:	2142391	CHANCELLOR
Registration Number:	1912547	CHIRO-PROTECTOR
Registration Number:	2790280	CLASSIC ELEGANCE
Registration Number:	2790281	CLASSIC ELEGANCE II
Registration Number:	1395720	COMFORT SOURCE
Registration Number:	2779602	COMFORT SOURCE RAISING COMFORT TO A NEW
Registration Number:	1321423	COMFORTSOURCE
Registration Number:	2309965	CUSHIONTON
Registration Number:	2609808	DENSI-FLEX
Registration Number:	2930438	DESIGNED FOR YOUR BODY. FIT FOR YOUR LIF
Registration Number:	2776934	DISCOVER YOUR COMFORT
Registration Number:	2738747	DISCOVER YOUR COMFORT HAVE A GOOD NIGHT'
Registration Number:	2442822	ECSTASY
Registration Number:	2497143	EMISSARY
Registration Number:	2708599	ETERNITY
Registration Number:	2441354	FIRMINGHAM

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2138649	GRAND DUKE
Registration Number:	2272673	GWENIVERE
Registration Number:	1676268	HAVE A GOOD NIGHT'S SLEEP ON US
Registration Number:	1754344	
Registration Number:	2372715	IMAGING FOAM
Registration Number:	2685490	LA SALUTE COLLEZIONE
Registration Number:	2357452	LORDSHIP
Registration Number:	2346562	LUXURY WOOL DIMENSION
Registration Number:	2360672	MAGNA-FLEX
Registration Number:	2142390	MATRIARCH
Registration Number:	1661181	MATTRESS DISCOUNTERS
Registration Number:	2825900	MATTRESS DISCOUNTERS
Registration Number:	1382786	MATTRESS DISCOUNTERS HAVE A GOOD NIGHT'S
Registration Number:	2834292	MATTRESS DISCOUNTERS HAVE A GOOD NIGHT'S
Registration Number:	2758092	MATTRESS DISCOUNTERS HAVE A GOOD NIGHT'S
Registration Number:	2782841	
Registration Number:	2423811	PILLOW SILK DIMENSION
Registration Number:	2421875	PLUSHMORE
Registration Number:	2569296	PROTECTOR EDGE
Registration Number:	2309922	RAISING COMFORT TO A NEW DIMENSION
Registration Number:	2243290	REGALIA
Registration Number:	2202064	ROYAL COMFORT COLLECTION
Registration Number:	2142389	ROYAL LADY
Registration Number:	2402834	ROYAL SCEPTER
Registration Number:	2409506	ROYALIST
Registration Number:	2538146	SALUTARE
Registration Number:	2411420	SCRIBE
Registration Number:	2377336	SCULPTURESQUE
Registration Number:	2323023	SENSI-FLEX
Serial Number:	76387126	SERENITY II
Serial Number:	78701477	SLEEP COUNSELOR
Registration Number:	2239338	SLEEP DIMENSIONS
Registration Number:	2232593	SLUMBERCARE
Registration Number:	2375972	SPINE DIMENSION
Registration Number:	2137091	SQUIRE
Registration Number:	2283630	SULTRESS
Registration Number:	2807072	THE BODY AND SPIRIT COLLECTION
Registration Number:	2569822	TOCCARE

Property Type	Number	Word Mark
Registration Number:	2198992	TORSO-ALIGNMENT ZONE
Registration Number:	2536682	WE PUT AMERICA TO BED

CORRESPONDENCE DATA

Fax Number: 2142000853

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.

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Correspondent Name: Haynes and Boone, LLP Trademark Dept

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ATTORNEY DOCKET NUMBER:	42032.4_82191
NAME OF SUBMITTER:	Cynthia Holland
SIGNATURE:	/Cynthia Holland/
DATE SIGNED:	02/07/2018

Total Attachments: 32

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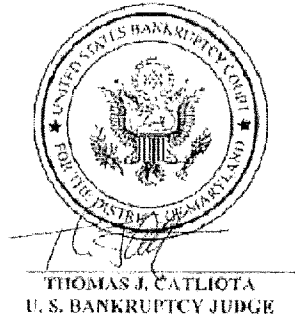
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Signed: December 03, 2008

SO ORDERED



UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Southern Division)

In re:)	
)	Chapter 11
MATTRESS DISCOUNTERS)	
CORPORATION)	Case Nos. 08-21642-TJC
and)	and 08-21644-TJC
MATTRESS DISCOUNTERS)	
CORPORATION EAST,)	(Jointly Administered Under
)	Case No. 08-21642-TJC)
Debtors.)	

**ORDER (I) APPROVING SALE OF DEBTORS' MID-ATLANTIC ASSETS
FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND
OTHER INTERESTS, (II) AUTHORIZING ASSUMPTION AND
ASSIGNMENT OF EXECUTORY CONTRACTS AND
UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF**

Upon consideration of the *Motion for Order (I) Approving Sale of Mid-Atlantic Assets Free and Clear of Liens, Claims, Encumbrances and Other Interests, (II) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* (the "**Motion**") [Docket No. 266] filed by Mattress Discounters Corporation and Mattress Discounters Corporation East, the debtors and debtors in possession (collectively, the "**Debtors**"); and the Court having reviewed and considered the Motion and the objections

thereto; and the Court having conducted a hearing on the Motion on December 1, 2008; the Court hereby finds as follows:

A. On September 10, 2008 (the "**Petition Date**"), the Debtors filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "**Bankruptcy Code**").

B. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

C. The Debtors have provided timely, adequate and sufficient notice of the Motion to all parties entitled to notice, and no other or further notice is required.

D. The Debtors have entered into an Asset Purchase Agreement dated November 7, 2008 (the "**Purchase Agreement**") with RoomStore, Inc., on behalf of an entity to be formed and designated by RoomStore, Inc. (namely, Mattress Discounters Group, LLC, the "**Purchaser**"), pursuant to which the Purchaser has agreed to purchase substantially all of the assets relating to the Debtors' business operations in the Mid-Atlantic region (as described in detail in the Purchase Agreement, the "**Assets**"). As part of the sale, the Purchase Agreement requires that the Debtors assume and assign to the Purchaser certain executory contracts identified in Exhibit B to the Purchase Agreement (subject to the Purchaser's right to "de-designate" any of such executory contracts prior to closing, and as such executory contracts may be amended at any time prior to the closing of the sale of the Assets, the "**Designated Contracts**") and certain unexpired leases identified in Exhibit C to the Purchase Agreement (subject to the Purchaser's right to "de-designate" any of such unexpired leases prior to closing, and as such unexpired leases may be amended at any time prior to the closing of the sale of the Assets, the "**Designated Leases**").

E. The Debtors are the sole and lawful owners of the Assets to be sold pursuant to the Purchase Agreement. The sale of the Assets to the Purchaser in accordance with the terms of the Purchase Agreement (i) is fair and reasonable, (ii) is supported by the Debtors' sound business judgment, and (iii) is in the best interests of the Debtors estates and their creditors.

F. The purchase price to be paid by the Purchaser under the terms of the Purchase Agreement (i) is fair and reasonable, (ii) represents the highest and best offer for the purchase of the Assets, (iii) will provide the best price obtainable for the Assets and a greater recovery for the estate's creditors than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration for the Assets.

G. The Purchase Agreement was negotiated and entered into in good faith, without collusion and at arm's-length. The Purchaser is a "good faith purchaser" within the meaning of Section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. In the absence of a stay pending appeal of this Order, the Purchaser will be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Purchase Agreement, including assumption and assignment of the Designated Contracts and the Designated Leases pursuant to this Order, at any time after the entry of this Order.

H. The Debtors have articulated sound business reasons for performing the Purchase Agreement and selling the Assets as set forth in the Motion outside of a plan of reorganization, and it is a reasonable exercise of the Debtors' business judgment to execute, deliver and consummate the Purchase Agreement with the Purchaser and consummate the transactions contemplated by the Purchase Agreement.

I. The Purchaser is not a successor in interest to the Debtors and should not have any successor or transferee liability for any obligations or liabilities of the Debtors as a result of the purchase of the Assets.

J. The conditions for a sale of the Assets free and clear of liens, claims encumbrances and other interests pursuant to Section 363(f) of the Bankruptcy Code have been satisfied. Without limiting the generality of the foregoing, the Debtors may sell the Assets free and clear of all Liens and Claims (as defined below) because, in each case, one or more of the standards set forth in § 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. The Debtors' secured lender has consented to the Motion and the sale of the Assets. Those holders of Liens and Claims (as defined below) who did not object, or who withdrew their objections, to the sale or the Motion are deemed to have consented pursuant to § 363(f)(2) of the Bankruptcy Code. Any holders of Liens and Claims (as defined below) who did object fall within one or more of the subsections of Section 363(f) of the Bankruptcy Code and are adequately protected by having their Liens and Claims (as defined below), if any are valid and enforceable, attach to the cash proceeds of the transactions contemplated by the Purchase Agreement ultimately attributable to the property in which they assert a Lien or Claim (as defined below). As a result, the Debtors shall be authorized to sell the Assets free and clear of all liens, claims, encumbrances and other interests, and the holders of any liens, claims, encumbrances and other interests shall be permanently enjoined from asserting such liens, claims, encumbrances and other interests against the Assets and/or the Purchaser. Any liens on the Assets shall attach to the proceeds of the sale of the Assets in the order of their priorities, subject to the rights and defenses, if any, of the Debtors and any other parties in interest with respect thereto.

K. A valid business purpose exists for approval of the transaction contemplated by the Motion pursuant to Sections 105 and 363(b), (f), and (m) of the Bankruptcy Code. The Debtors may sell, transfer and assign the Assets free and clear of all Liens and Claims (as defined below) in accordance with Sections 105 and 363 of the Bankruptcy Code. As a condition to purchasing the Assets, the Purchaser requires that: (a) the Assets be sold free and clear of all liens, claims, encumbrances, options, rights of first refusal and other interests; and (b) the Purchaser shall have no liability whatsoever for any obligations of or claims (including without limitation as defined in Section 101(5) of the Bankruptcy Code) against the Debtors except those expressly assumed in the Purchase Agreement or by this Order. The Purchaser would not enter into the Purchase Agreement and consummate the transactions contemplated by the Purchase Agreement, thus adversely affecting the Debtors' estates, if the sale to the Purchaser was not free and clear of all liens, claims, encumbrances, options, rights of first refusal and other interests or if the Purchaser was or would be liable for any obligations of or claims (including without limitation as defined in Section 101(5) of the Bankruptcy Code) against the Debtors, except as otherwise explicitly provided in the Purchase Agreement or this Order.

L. The Debtors' assumption and assignment to the Purchaser of the Designated Contracts and the Designated Leases (i) is fair and reasonable, (ii) is supported by the Debtors' sound business judgment, and (iii) is in the best interests of the Debtors' estates and their creditors. The non-debtor parties to the Designated Contracts and the Designated Leases received notice that they were required to object to the assumption and assignment and/or assert the existence of any and all defaults under the Designated Contracts and Designated Leases or be barred from asserting any claim against the assignee of the Designated Contracts and Designated Leases based upon events or circumstances arising prior to the assignment. Except as expressly

provided in this Order, the non-debtor parties to the Designated Contracts and Designated Leases are not entitled to any cure payments for pre-petition amounts owed under the Designated Contracts and Designated Leases other than those identified on the attached Exhibit A.

M. The Debtors have provided adequate assurance, in accordance with the requirements of Section 365(b)(1)(A) of the Bankruptcy Code, that any defaults under the Leases will be cured promptly.

N. The Purchaser has provided adequate assurance, in accordance with the requirements of Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code, that any defaults under the Leases will be cured promptly and of future performance.

O. Effective as of the closing of the sale of the Assets, the sale and transfer of the Assets and the assumption and assignment of the Designated Contracts and the Designated Leases in accordance with this Order (i) will be legal, valid and effective transfers of the Assets, (ii) will be legal, valid and effective assumption by the Debtors and assignment to the Purchaser of the Designated Contracts and the Designated Leases, and (iii) will vest the Purchaser with all right, title and interest in and to the Assets free and clear of all liens, claims, encumbrances and other interests.

P. The sale of the Assets has been conducted pursuant to procedures designed to facilitate a sale process that is fair and open to all qualified bidders. The Debtors have complied with the procedures, and the sale process has been fair and equitable in all respects.

NOW, THEREFORE, it is, by the United States Bankruptcy Court for the District of Maryland, ORDERED as follows:

1. The Motion is hereby GRANTED.

2. Any objections to the Motion that have not been withdrawn, waived or settled are hereby OVERRULED.

3. To the extent any of the findings of fact set forth in this Order constitute conclusions of law, and/or to the extent any of the conclusions of law set forth in this Order constitute findings of fact, they are hereby adopted as such.

4. The Purchase Agreement is hereby approved, and the Debtors are hereby authorized and empowered to sell the Assets to the Purchaser in accordance with the terms and conditions of the Purchase Agreement.

5. The Debtors are hereby authorized and empowered to execute and deliver such documents and instruments as are necessary or appropriate to effectuate the sale of the Assets and the transactions contemplated by the Purchase Agreement.

6. Each and every federal, state and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary or appropriate to effectuate the sale of the Assets and the transactions contemplated by the Purchase Agreement.

7. Pursuant to Section 363(f) of the Bankruptcy Code, the sale of the Assets to the Purchaser shall be free and clear of all liens, claims, encumbrances and other interests of any kind or nature whatsoever, and any liens on the Assets shall attach to the proceeds of the sale of the Assets in the order of their priorities, subject to the rights and defenses, if any, of the Debtors and any other parties in interest with respect thereto, and, further, subject to the terms of the Court's *Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364 and 507 (1) Approving Postpetition Financing, (2) Authorizing Use of Cash Collateral, (3) Granting Liens and Providing Superpriority Administrative Expense Status, (4) Granting Adequate Protection, and (5) Modifying the Automatic Stay* entered on October 8, 2008 (the "**Final DIP Order**").

8. The Debtors are hereby authorized and empowered, pursuant to Sections 105 and 363(b) and (f) of the Bankruptcy Code, to sell the Assets to the Purchaser pursuant to and in accordance with the terms and conditions of the Purchase Agreement, and pursuant to Sections 105 and 363 of the Bankruptcy Code, title to the Assets shall pass to Purchaser at closing, free and clear of any and all liens (including mechanics', materialmen's and other consensual and non-consensual liens and statutory liens), security interests, encumbrances and claims (including, but not limited to, any "claim" as defined in Section 101(5) of the Bankruptcy Code), reclamation claims, mortgages, deeds of trust, pledges, covenants, restrictions, hypothecations, charges, indentures, loan agreements, instruments, contracts, leases, licenses, options, rights of first refusal, rights of offset, recoupment, rights of recovery, judgments, orders and decrees of any court or foreign or domestic governmental entity, claims for reimbursement, contribution, indemnity or exoneration, assignment, debts, charges, suits, rights of recovery, interests, products liability, alter-ego, environmental, successor liability, tax and other liabilities, causes of action and claims, to the fullest extent of the law, in each case whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, or known or unknown, whether arising prior to, on, or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise (collectively, the "**Liens and Claims**"), with all such Liens and Claims upon the Assets to be unconditionally released, discharged and terminated, with all such Liens and Claims to attach only to the proceeds of the transaction with the same priority, validity, force and effect as they existed with respect to the Assets prior to closing except as may be set forth herein.

9. All persons and entities who are presently, or on the closing date may be, in possession of some or all of the Assets are hereby directed to surrender possession of the Assets to the Purchaser on the closing date.

10. Effective upon the closing of the sale of the Assets, all parties and/or entities asserting Liens and Claims and contract rights against the Debtors and/or any of the Assets are hereby permanently enjoined and precluded from, with respect to such Liens and Claims: (i) asserting, commencing or continuing in any manner any action against the Purchaser or any director, officer, agent, representative or employee of the Purchaser (all such entities are collectively referred to as the "Protected Parties") or against any Protected Party's assets or properties, including without limitation the Assets; (ii) the enforcement, attachment, collection or recovery, by any manner or means, of any judgment, award, decree or order against the Protected Parties or any properties or assets of the Protected Parties, including without limitation the Assets; (iii) creating, perfecting or enforcing any encumbrance of any kind against the Protected Parties or any properties or assets of the Protected Parties, including without limitation the Assets; (iv) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the Protected Parties; and (v) taking any action, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Order or the Purchase Agreement.

11. The Purchaser shall not have any successor or transferee liability for any obligations or liabilities of the Debtors as a result of the purchase of the Assets, and all creditors of the Debtors and other parties in interest are hereby barred and permanently enjoined from taking any action against the Assets and/or the Purchaser based on any theory of successor or transferee liability. Furthermore, consummation of the Purchase Agreement and the transactions contemplated therein and thereby do not effect a *de facto* merger or consolidation of the Debtors

and the Purchaser or result in the continuation of the Debtors' business under the Purchaser's control. The Purchaser is not the alter ego of, a successor in interest to, or a continuation of the Debtors, nor is Purchaser otherwise liable for the Debtors' debts and obligations, unless specifically provided for in the Purchase Agreement or pursuant to this Order.

12. The Purchaser shall have no liability or responsibility of any kind for any liability or other obligation of the Debtors or any other party relating to the Assets or the operation of the Debtors' business other than (a) the Purchaser's liabilities or obligations under the Purchase Agreement and (b) any liabilities or obligations expressly assumed by the Purchaser under the Purchase Agreement.

13. The Purchaser shall be entitled to the protections afforded by Section 363(m) of the Bankruptcy Code. In the absence of a stay pending appeal of this Order, the Purchaser shall be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Purchase Agreement, including assumption and assignment of the Designated Contracts and Designated Leases pursuant to this Order, at any time after the entry of this Order.

14. The Debtors are hereby authorized and empowered to sell and to assume and assign to the Purchaser the Designated Contracts and the Designated Leases pursuant to Sections 363 and 365 of the Bankruptcy Code, which assumption and assignment shall be effective only upon (a) the closing of the sale of the Assets to the Purchaser and (b) the payment of all amounts necessary to cure any defaults under the Designated Contracts and the Designated Leases (or, in the case of an unresolved objection to a cure amount, the escrowing of an amount equal to the cure amount asserted by the objecting party or such lower amount as may be fixed by the Court).

15. Upon the assumption and assignment of the Designated Contracts and the Designated Leases to the Purchaser and the payment of all amounts necessary to cure any defaults under the Leases, the Designated Contracts and the Designated Leases shall be valid, binding and enforceable in accordance with their respective terms, excluding and notwithstanding any provision in any of the Designated Contracts and the Designated Leases that may in any way prohibit, restrict or condition their assignment to the Purchaser. Without limiting the generality of the foregoing, and notwithstanding any provision to the contrary in any of the Designated Leases and/or in any statute or governing law, the Purchaser shall be permitted to (a) operate the assigned leased premises consistent with the Purchaser's use as a retail store for the sale of mattresses and related items, bed frames and platforms, accessories such as sheets, pillows and blankets, and bedroom furniture and related items, (b) operate the assigned leased premises under the trade name Mattress Discounters, (c) perform non-structural or structural interior alterations and remodeling of the assigned leased premises consistent with the terms of the particular Designated Lease, (d) erect its customary and typical building façade signage (it being understood that the height of the channel letters of such signage shall in no event be less than the height of the channel letters of the Debtors' current signage) and insert its customary and typical signage on any shopping center multi-panel pylon sign in place of any such sign of the Debtors (it being understood that the size of the space on the pylon for such signage shall be equal to the size of the space allocated to the Debtors' current signage, if any) consistent with the terms of the particular Designated Lease, and (e) remain "dark" with respect to the assigned leased premises for no more than two (2) business days during the 60-day period following the closing of the sale of the Assets as the Purchaser deems necessary or appropriate.

16. Upon the assumption and assignment of the Designated Contracts and the Designated Leases to the Purchaser and the payment of all amounts necessary to cure any defaults under the Leases, the Debtors and their estates shall be relieved of any further liability under the Designated Contracts and the Designated Leases pursuant to Section 365(k) of the Bankruptcy Code.

17. Upon the assumption and assignment of the Designated Contracts and the Designated Leases to the Purchaser and the payment of all amounts necessary to cure any defaults under the Designated Contracts and the Designated Leases, the Purchaser shall have no liability or responsibility of any kind relating to any default or obligation under any of the Designated Contracts or the Designated Leases that arose, accrued or relates to the period prior to the closing of the sale of the Assets to the Purchaser (including but not limited to any use and/or occupancy charge under any of the Designated Leases that arose, accrued or relates to the period prior to the closing), except to the extent otherwise expressly provided for in the Purchase Agreement.

18. The cure payments identified on the attached Exhibit A shall be paid at the time of the closing of the sale of the Assets (with checks issued no later than two (2) business days following the date of the closing). Except as otherwise provided in paragraph 19 of this Order, each non-debtor party to a Designated Contract and/or Designated Lease shall be bound by the cure amount listed on the attached Exhibit A.

19. The Debtors have addressed the cure amount issues raised in the objections to the Motion filed by landlords under certain of the Designated Leases as set forth in subparagraphs 19(a) through 19(x) below:

(a) In full and final resolution of the two objections filed by E&A Acquisition Two, LP [Docket Nos. 308 and 339] relating to the lease for Store No. 1235 located in Midlothian, Virginia (the "**Midlothian Lease**"), the Debtors shall pay, at or before the closing of the sale of the Assets, all pre-petition and post-petition rent and other amounts that are owed under the Midlothian Lease up to the date of the closing. The Debtors acknowledge that: (a) the pre-petition cure amount is \$3,436.18; and (b) as of November 17, 2008, the post-petition cure amount was \$11,819.70. The Debtors have issued one or more checks to the landlord to pay the post-petition cure amount. The Purchaser will not sell bedroom or related furniture at the Midlothian Lease location.

(b) In full and final resolution of the objection filed by West End Properties, LLC [Docket No. 316] relating to the lease for Store No. 1176 located in Falls Church, Virginia (the "**Falls Church Lease**"), the Debtors shall pay, at or before the closing of the sale of the Assets, all pre-petition and post-petition rent and other amounts that are owed under the Falls Church Lease up to the date of the closing. The Debtors acknowledge that: (a) the pre-petition cure amount is \$3,883.64; and (b) as of November 21, 2008, the post-petition cure amount was \$31,661.87. The Debtors have issued one or more checks to the landlord to pay \$17,279.20 of the post-petition cure amount, and the remainder of the post-petition cure amount has been addressed through a \$14,382.67 common area maintenance audit adjustment.

(c) In full and final resolution of the objection filed by Oekos Dundalk, LLC [Docket No. 318] relating to the lease for Store No. 1036 located in Dundalk, Maryland (the "**Dundalk Lease**"), the Debtors shall pay, at or before the closing of the sale of the Assets, all post-petition rent and other amounts that are owed under the Dundalk Lease up to the date of the closing. The Debtors acknowledge that: (a) the pre-petition cure amount is \$2,544.33 (which amount, pursuant to an amendment of the Dundalk Lease, is to be paid on or before October 5,

2009); and (b) as of November 19, 2008, the post-petition cure amount was \$7,104.07. The Debtors have issued one or more checks to the landlord to pay the post-petition cure amount.

(d) In full and final resolution of the objection filed by PS Business Parks, Inc. as agent for Public Storage, Inc. [Docket No. 326] relating to the lease for Store No. 1134 located in Laurel, Maryland (the "**Laurel Lease**"), the Debtors shall pay, at or before the closing of the sale of the Assets, all pre-petition and post-petition rent and other amounts that are owed under the Laurel Lease up to the date of the closing. The Debtors acknowledge that: (a) the pre-petition cure amount is \$22,523.97; and (b) as of November 24, 2008, the post-petition cure amount was \$36,691.25. The Debtors have issued one or more checks to the landlord to pay \$33,343.73 of the post-petition cure amount, and the landlord has agreed to waive the remaining \$3,347.52 of the post-petition cure amount.

(e) In full and final resolution of the objection filed by Congressional Village Associates, LLC [Docket No. 328] relating to the lease for Store No. 1191 located in Rockville, Maryland (the "**Rockville II Lease**"), the Debtors shall pay, at or before the closing of the sale of the Assets, all post-petition rent and other amounts that are owed under the Rockville II Lease up to the date of the closing. The Debtors acknowledge that, as of November 24, 2008, the post-petition cure amount was \$91,982.40. The Debtors have issued one or more checks to the landlord to pay \$45,298.72 of the post-petition cure amount, and the landlord has agreed to waive the remaining \$46,683.68 of the post-petition cure amount.

(f) In full and final resolution of the objection filed by Collington Plaza, LLC [Docket No. 331] relating to the lease for Store No. 1125 located in Bowie, Maryland (the "**Bowie Lease**"), the Debtors shall pay, at or before the closing of the sale of the Assets, all pre-petition and post-petition rent and other amounts that are owed under the Bowie Lease up to the date of the

closing. The Debtors acknowledge that: (a) the pre-petition cure amount is \$6,513.01; and (b) as of December 1, 2008, the post-petition cure amount was \$11,142.76.

(g) In full and final resolution of the objection filed by Largo Limited Liability Company [Docket No. 332] relating to the lease for Store No. 1169 located in Largo, Maryland (the "**Largo Lease**"), the Debtors shall pay, at or before the closing of the sale of the Assets, all post-petition rent and other amounts that are owed under the Largo Lease up to the date of the closing. The Debtors acknowledge that, as of November 20, 2008, the post-petition cure amount was \$15,278.04. The Debtors have issued one or more checks to the landlord to pay the post-petition cure amount. The cure amount for the Largo Lease is based on the assumption and assignment of the Largo Lease as amended. If the Largo Lease is not assumed and assigned as amended, the landlord reserves the right to assert an administrative expense claim for the full amount provided for under the Largo Lease.

(h) In full and final resolution of the objection filed by Fitness Resource, Inc. [Docket No. 333] relating to the lease for Store No. 1189 located in Chantilly, Virginia (the "**Chantilly Lease**"), the Debtors shall pay, at or before the closing of the sale of the Assets, all post-petition rent and other amounts that are owed under the Chantilly Lease up to the date of the closing. The Debtors acknowledge that, as of November 24, 2008, the post-petition cure amount was \$18,709.86. The Debtors have issued one or more checks to the landlord to pay \$9,425.34 of the post-petition cure amount, and the remainder of the post-petition cure amount has been addressed through application of the Debtors' security deposit.

(i) In full and final resolution of the objection filed by Regency Centers Corporation, Regency Centers, L.P. and Culpeper Regency, LLC [Docket No. 334] relating to the lease for Store No. 1211 located in Culpeper, Virginia (the "**Culpeper Lease**"), the Debtors shall

pay, at or before the closing of the sale of the Assets, all pre-petition and post-petition rent and other amounts that are owed under the Culpeper Lease up to the date of the closing. The Debtors acknowledge that: (a) the pre-petition cure amount is \$3,656.92; and (b) as of November 24, 2008, the post-petition cure amount was \$14,579.07. The Debtors have issued one or more checks to the landlord to pay the post-petition cure amount.

(j) In full and final resolution of the objection filed by Saul Holdings Limited Partnership and Saul Subsidiary I Limited Partnership [Docket No. 336] relating to the lease for Store No. 1162 located in Gaithersburg, Maryland (the "**Kentlands/Gaithersburg Lease**"), the Debtors shall pay, at or before the closing of the sale of the Assets, all pre-petition and post-petition rent and other amounts that are owed under the Kentlands/Gaithersburg Lease up to the date of the closing. The Debtors acknowledge that: (a) the pre-petition cure amount is \$4,560.23; and (b) as of November 24, 2008, the post-petition cure amount was \$9,671.35. The Debtors have issued one or more checks to the landlord to pay the post-petition cure amount.

(k) In full and final resolution of the objection filed by Saul Holdings Limited Partnership and Saul Subsidiary I Limited Partnership [Docket No. 336] relating to the lease for Store No. 1136 located in Silver Spring, Maryland (the "**White Oak/Silver Spring Lease**"), the Debtors shall pay, at or before the closing of the sale of the Assets, all pre-petition and post-petition rent and other amounts that are owed under the White Oak/Silver Spring Lease up to the date of the closing. The Debtors acknowledge that: (a) the pre-petition cure amount is \$12,807.58; and (b) as of November 24, 2008, the post-petition cure amount was \$9,444.69. The Debtors have issued one or more checks to the landlord to pay the post-petition cure amount.

(l) In full and final resolution of the objection filed by Theodore Bodnar, Jr. [Docket No. 341] relating to the lease for Store No. 1144 located in Merrifield, Virginia

(the "**Merrifield Lease**"), the Debtors shall pay, at or before the closing of the sale of the Assets, all pre-petition and post-petition rent and other amounts that are owed under the Merrifield Lease up to the date of the closing. The Debtors acknowledge that the cure amount is \$5,381.76, which amount includes \$2,281.76 representing the Debtors' pro-rata share of real estate taxes owed for the period through December 3, 2008. The real estate taxes in the amount of \$887.36 for the period of December 4, 2008 to December 31, 2008 shall be paid by the Purchaser within five (5) days after the closing.

(m) In full and final resolution of the objection filed by Finnarc Management, Inc. [Docket No. 342] relating to the lease for Store No. 1000 located in Upper Marlboro, Maryland (the "**Support Center Lease**"), the Debtors shall reject the Support Center Lease and vacate the leased premises as of January 15, 2009. The Purchaser shall pay all rent and other amounts due for the use and occupancy of the premises only arising under the Support Center Lease during the period from the date of the closing of the sale of the Assets through January 15, 2009.

(n) In full and final resolution of the objection filed by Finnarc Management, Inc. [Docket No. 342] relating to the lease for Store No. 1185 located in Silver Spring, Maryland (the "**Burnt Mills/Silver Spring Lease**"), the Debtors shall pay, at or before the closing of the sale of the Assets, all pre-petition and post-petition rent and other amounts that are owed under the Burnt Mills/Silver Spring Lease up to the date of the closing. The Debtors acknowledge that: (a) the pre-petition cure amount is \$18,889.58; and (b) as of November 21, 2008, the post-petition cure amount was \$28,141.52.

(o) In full and final resolution of the objection filed by DDRTC Creeks at Virginia Center LLC and DDRTC Chesterfield Crossings LLC [Docket No. 344] relating to the lease for Store No. 1233 located in Glen Allen, Virginia (the "**Virginia Center/Glen Allen**

Lease”), the Debtors shall pay, at or before the closing of the sale of the Assets, all pre-petition and post-petition rent and other amounts that are owed under the Virginia Center/Glen Allen Lease up to the date of the closing. The Debtors acknowledge that: (a) the pre-petition cure amount is \$9,023.24; and (b) as of November 19, 2008, the post-petition cure amount was \$14,750.93.

(p) In full and final resolution of the objection filed by DDRTC Creeks at Virginia Center LLC and DDRTC Chesterfield Crossings LLC [Docket No. 344] relating to the lease for Store No. 1236 located in Midlothian, Virginia (the “**Hull Street/Midlothian Lease**”), the Debtors shall pay, at or before the closing of the sale of the Assets, all pre-petition and post-petition rent and other amounts that are owed under the Hull Street/Midlothian Lease up to the date of the closing. The Debtors acknowledge that: (a) the pre-petition cure amount is \$12,569.15; and (b) as of November 19, 2008, the post-petition cure amount was \$18,167.27.

(q) In full and final resolution of the objection filed by OJB/12260 Rockville Pike, LLC [Docket No. 345] relating to the lease for Store No. 1137 located in Rockville, Maryland (the “**Rockville I Lease**”), the Debtors shall pay, at or before the closing of the sale of the Assets, all pre-petition and post-petition rent and other amounts that are owed under the Rockville I Lease up to the date of the closing. The Debtors acknowledge that: (a) the pre-petition cure amount is \$15,956.47; and (b) as of November 30, 2008, the post-petition cure amount was 5,537.56.

(r) In full and final resolution of the objection filed by AF Limited Partnership [Docket No. 346] relating to the lease for Store No. 1168 (incorrectly designated as Store No. 1027 in the objection) located in Annapolis, Maryland (the “**Annapolis II Lease**”), the Debtors shall pay, at or before the closing of the sale of the Assets, all post-petition rent and other amounts that are owed under the Annapolis I Lease up to the date of the closing. The Debtors acknowledge that, as

of November 14, 2008, the post-petition cure amount was \$3,310.71. The Debtors have issued one or more checks to the landlord to pay the post-petition cure amount.

(s) In full and final resolution of the objection filed by Shoppes at Nottingham Square Business Trust [Docket No. 346] relating to the lease for Store No. 1038 located in White Marsh, Maryland (the "**White Marsh Lease**"), the Debtors shall pay, at or before the closing of the sale of the Assets, all pre-petition and post-petition rent and other amounts that are owed under the White Marsh Lease up to the date of the closing. The Debtors acknowledge that: (a) the pre-petition cure amount is \$35,673.49; and (b) as of November 18, 2008, the post-petition cure amount was \$49,561.83. The Debtors have issued one or more checks to the landlord to pay the post-petition cure amount.

(t) In full and final resolution of the objection filed by PW Limited Partnership [Docket No. 346] relating to the lease for Store No. 1159 located in Centreville, Virginia (the "**Centreville Lease**"), the Debtors shall pay, at or before the closing of the sale of the Assets, all post-petition rent and other amounts that are owed under the Centreville Lease up to the date of the closing. The Debtors acknowledge that, as of November 14, 2008, the post-petition cure amount was \$9,214.84. The Debtors have issued one or more checks to the landlord to pay the post-petition cure amount.

(u) In full and final resolution of the objection filed by Fort Evans Plaza Limited Partnership [Docket No. 346] relating to the lease for Store No. 1166 located in Leesburg, Virginia (the "**Leesburg Lease**"), the Debtors shall pay, at or before the closing of the sale of the Assets, all pre-petition and post-petition rent and other amounts that are owed under the Leesburg Lease up to the date of the closing. The Debtors acknowledge that the pre-petition cure amount is \$4,531.69.

(v) In full and final resolution of the objection filed by DIM Vastgoed N.V. [Docket No. 346] relating to the lease for Store No. 1182 (incorrectly designated as Store No. 1162 in the objection) located in California, Maryland (the "**Lexington Park/California Lease**"), the Debtors shall pay, at or before the closing of the sale of the Assets, all post-petition rent and other amounts that are owed under the Lexington Park/California Lease up to the date of the closing. The Debtors acknowledge that, as of November 24, 2008, the post-petition cure amount was \$11,220.18. The Debtors have issued one or more checks to the landlord to pay the post-petition cure amount.

(w) In full and final resolution of the objection filed by L.C.L. Company [Docket No. 347] relating to the lease for Store No. 1242 located in Richmond, Virginia (the "**Regency/Richmond Lease**"), the Debtors shall pay, at or before the closing of the sale of the Assets, all post-petition rent and other amounts that are owed under the Regency/Richmond Lease up to the date of the closing. The Debtors acknowledge that, as of November 24, 2008, the post-petition cure amount was \$14,490.00. The Debtors have issued one or more checks to the landlord to pay the post-petition cure amount.

(x) In full and final resolution of the objection filed by DC USA Operating Co., LLC [Docket No. 353] relating to the lease for Store No. 1242 located in the District of Columbia (the "**DC USA Lease**"), the Debtors shall pay, at or before the closing of the sale of the Assets, all post-petition rent and other amounts that are owed under the DC USA Lease up to the date of the closing. Pursuant to the terms of an amendment to the DC USA Lease, the Debtors agreed to a cure amount of \$18,309.34 under the DC USA Lease, \$5,721.86 of which remains unpaid.

20. The following objections to the Motion filed by landlords are moot because the Debtors have rejected the leases at issue:

(a) the objection filed by Burtonsville (E&A), LLC [Docket No. 305] relating to the lease for Store No. 1167 located in Burtonsville, Maryland;

(b) the objection filed by Saul Holdings Limited Partnership and Saul Subsidiary I Limited Partnership [Docket No. 336] relating to the lease for Store No. 1171 located in Broadlands, Virginia;

(c) the objection filed by MOR Silver Hill LLC [Docket No. 338] relating to the lease for Store No. 1117 located in District Heights, Maryland; and

(d) the objection filed by Finmarc Management, Inc. [Docket No. 342] relating to the lease for Store No. 500 located in Upper Marlboro, Maryland.

21. The objection to the Motion filed by Wells Fargo Financial National Bank [Docket No. 343] has been resolved pursuant to the terms and conditions of the *Stipulation Resolving Objection of Wells Fargo National Bank to (I) Motion of Debtors for Order Approving Sale of Mid-Atlantic Assets and (II) Assumption and Assignment to Purchaser of Designated Contract* filed on December 1, 2008 [Docket No. 365], which stipulation is hereby incorporated by reference and approved.

22. Notwithstanding anything herein to the contrary, HBK Investments, L.P., as Arranger and Administrative Agent for itself and certain other pre-petition lenders of the Debtors and as Arranger and Administrative Agent for itself and certain other post-petition lenders of the Debtors ("HBK"), has a first priority, senior security interest in the Assets that secures both HBK's pre-petition and post-petition claims against the Debtors. The proceeds of the sale of the Assets, including all proceeds paid at closing and all proceeds paid out of escrow following the closing, shall be paid to HBK pursuant to the provisions of paragraph 20 of the Final DIP Order.

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

24. The provisions of this Order authorizing the sale of the Assets free and clear of Liens and Claims (with such Liens and Claims to attach to the proceeds of the sale of the Assets) shall be self-executing, and neither the Debtors, the Purchaser nor any other party shall be required to execute or file releases, termination statements, assignments, cancellations, consents or other instruments to effectuate, consummate and/or implement the provisions hereof with respect to such sale; *provided, however*, that this paragraph shall not excuse such parties from performing any and all of their respective obligations under the Purchase Agreement. Without in any way limiting the foregoing, Purchaser is empowered to execute and file releases, termination statements, assignments, consents, cancellations or other instruments to effectuate, consummate and/or implement the provisions hereof with respect to such sale.

25. The failure to specifically include in this Order any particular provision of the Purchase Agreement will not diminish the effectiveness of such provision, it being the intent that the Purchase Agreement and any related documents be authorized and approved in their entirety. The Debtors, in their discretion, shall have the authority to modify and/or supplement the Purchase Agreement and any related documents, without the requirement of further approval of

the Court, so long as any modification and/or supplement is not material and is not inconsistent with the terms of this Order.

26. Nothing contained in any plan of reorganization (or liquidation) confirmed in these cases or the order confirming any such plan shall conflict with or derogate from the provisions of the Purchase Agreement or the terms of this Order.

27. The Purchase Agreement is not a *sub rosa* Chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford, and is not in violation of creditors' and equity security interest holders' voting rights.

28. The sale approved by this Order is not subject to avoidance pursuant to Section 363(n) of the Bankruptcy Code. The consideration provided by Purchaser for the Assets under the Purchase Agreement shall be deemed to constitute reasonably equivalent value and fair consideration.

29. Notwithstanding anything to the contrary contained in the Purchase Agreement, all financial books and records of the Debtors which remain in the possession of the Debtors after the closing of the sale of the Assets to the Purchaser (the "**Financial Records**") are subject to the right of the Purchaser to review and photocopy the Financial Records, at its sole cost, during normal business hours and upon reasonable notice until the date the Debtors' bankruptcy cases are closed.

30. The Debtors, prior to destroying or otherwise disposing of any of the Financial Records, shall provide written notice to the Purchaser (as provided for in the Purchase Agreement) of their intent to dispose of or destroy the Financial Records. The Purchaser shall have thirty (30) days from the date notice is given to take possession of or photocopy the Financial Records, at its sole cost and expense.

31. The Debtors and the Purchaser shall be bound by the recommendations set forth in the Final Report of the Consumer Privacy Ombudsman dated December 2, 2008 (which report has been modified in accordance with statements made on the record at the December 1, 2008 hearing on the Motion).

32. To the extent not already provided for in this Order, the Debtors and their respective officers, employees and agents are hereby authorized and empowered to execute such documents and take such actions as are necessary or appropriate to implement the terms and requirements of this Order.

33. Notwithstanding any applicability of Rules 6004(h) and 6006(d) of the Federal Rules of Bankruptcy Procedure, the terms and conditions of this Order shall be immediately effective and enforceable upon entry of this Order.

34. This Order shall be binding upon, and shall inure to the benefit of, the Debtors and the Purchaser and their respective successors and assigns and any subsequently appointed trustee in the Debtors' bankruptcy cases.

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

36. The Court shall retain jurisdiction over all matters arising from or relating to the implementation of this Order.

cc: C. Kevin Kobbe, Esquire
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End of Order

Exhibit A

DESIGNATED CONTRACTS WITH CURE AMOUNTS

NAME	DESCRIPTION	CURE AMT	NOTE
ABSOLUTE SECURITY GROUP, INC.	Fire System	N/A	Reject
ACCESS POINT, INC.	DLS and Phone Lines	6,249.44	Assume
ACE FIRE EXTINGUISHER SVC. INC.	Fire Extinguisher	N/A	Reject
AD CLUB	Employment Ad Agency	N/A	Reject
ADT SECURITY SYSTEMS	Fire and Alarm Protection	243.37	Amend & Assume
AFCO	Insurance Premium Finance Company	N/A	Reject
AFFILIATED FM	Property Insurance Carrier	N/A	Reject
AFLAC	Supplemental Insurance Provider	N/A	Reject
AMERICAN EXPRESS	Retail Credit Card Acceptance Agreement	N/A	Reject
AMERICAN HOME ASSURANCE	Business Travel Insurance Carrier	N/A	Reject
AMERICAN EAGLE COM, INC.	Web Site Development Agreement	125.00	Assume
ARROWPOINT CAPITAL CORP	Workers Comp, Auto and Gen Liability Insurance Carrier	N/A	Reject
AVESIS, INC.	Vision Insurance Carrier & 3rd Party Administrator	N/A	Reject
AVNET, INC.	P55A Support (IBM Software & Hardware Support)	N/A	Reject
BALTIMORE CAR & TRUCK RENTAL	Truck Finance Agreement	N/A	Reject
BALTIMORE SUN	Newspaper Advertising Agreement	N/A	Reject
BOSTON GLOBE	Newspaper Advertising Agreement	N/A	Reject
CAREERBUILDER.COM	On-line Recruitment Service Provider	N/A	Reject
CAREFIRST BLUE CROSS	Medical Insurance Carrier	N/A	Reject
CAVALIER BUSINESS	Support Center 2 x T-1's for PBX Local Service & LD Overflow	N/A	Reject
CHECKPOINT SYSTEMS INC	Fire System Central Park	N/A	Reject
CHOICE-ONE COMMUNICATION	Local Phone Lines and Service	N/A	Reject
COMCAST CABLE	POS Cable & Phone Connection	0.00	Assume
COMMONWEALTH COPY PRODUCT	Photo Copier Leases	N/A	Reject
COMMONWEALTH DIGITAL OFFICE	Photo Copier Leases	N/A	Reject
CONNECTYOURCARE, LLC	3rd Party Administrator for Dependant Care FSA Plan	N/A	Reject
CONTINENTAL CASUALTY	Commercial Umbrella Insurance Carrier	N/A	Reject
CONTROL TEMP LLC	HVAC Contracts	N/A	Reject
COX	Internet	0.00	Assume
COVAD COMMUNICATIONS	4 Internet T-1's to Support Center, DSL Circuits to Stores & VoIP to Select Locations	N/A	Reject
DELTA DENTAL OF PENNSYLVANIA	Dental Insurance Carrier	N/A	Reject
DISCOVER CARD FINANCIAL SERVICES	Retail Credit Card Acceptance Agreement	N/A	Reject
DOMINION SERVICE CO - RICHMOND	HVAC Contracts	N/A	Reject
ECOLAB, INC.	Pest Control Agreement	N/A	Reject
EXPRESS SERVICES, INC.	Temporary Staffing Agency	N/A	Reject
FASHION BED GROUP	Product Supply Agreement	N/A	Reject

DESIGNATED CONTRACTS WITH CURE AMOUNTS

NAME	DESCRIPTION	CURE AMT	NOTE
FEDERAL INSURANCE COMPANY	Crime, D&O, EPL & Fiduciary Liability Insurance Carrier	N/A	Reject
FIRST DATA MERCHANT SERVICES	Retail Credit Card Acceptance and Processing Agreement	N/A	Reject
GREAT AMERICAN	Special Risk/Ransom Insurance Carrier	N/A	Reject
IBM CORPORATION	Disaster Recovery Site	N/A	Reject
IBM Credit LLC	IT equipment	0.00	Amend & Assume
IDRISK	Insurance Consultant	N/A	Reject
LI BROWN, LLC	Contract Delivery Service	N/A	Reject
K.W. SMITH AND SON, INC.	HVAC Contracts	N/A	Reject
KELLY & ASSOCIATES INS. GROUP	Health Insurance Broker; 3rd Party Administrator for Health Plans and COBRA	N/A	Reject
LINCOLN NATIONAL LIFE INSURANCE	Life and Disability Insurance Carrier	N/A	Reject
LOCALEZE	Marketing Agreement	N/A	Reject
MARSH USA, INC	Property & Casualty Insurance Broker	N/A	Reject
METRO TRUCK LEASING	Truck Finance Agreement	N/A	Reject
MICROD, INC.	Exim Transactions	N/A	Reject
MOHR ACCESS, L.L.C.	Sales Management Training	348.50	Assume
NATIONAL UNION	D&O Run-Off Insurance Carrier	N/A	Reject
NEW HAVEN CONSULTING GROUP INC	Employment Law and Managerial Training Provider	N/A	Reject
OPTIVOR TECHNOLOGIES	PBX Maintenance for Marlboro & Foxboro Support Centers	N/A	Reject
PACIFIC COAST FEATHER COMPANY	Product Supply Agreement	N/A	Reject
PITNEY BOWES, INC	U.S. Postage Machine Lease	N/A	Reject
PROTECT-A-BED	Product Supply Agreement	N/A	Reject
PURNELL FURNITURE SERVICES, INC.	Contract Delivery Service	N/A	Reject
QUALISYS	3rd Party Administrator for Drug Testing	N/A	Reject
QWEST	Dedicated LD T-1, 2 x Frame Circuit T-1's, Long Distance, & Frame Circuits to Select Stores	N/A	Reject
RCM&D	Fin Pro Insurance Broker	N/A	Reject
RICHMOND ALARM CO.	Fire System	N/A	Reject
SECURITAS SECURITY SYSTEMS USA	Fire Alarm	N/A	Reject
SIMMONS COMPANY	Product Supply Agreement	N/A	Reject
SPRINT	Cell phones & Blackberries	N/A	Reject
STERLING INFOSYSTEMS, INC.	3rd Party Administrator for Background Searches	N/A	Reject
STORIS, INC	Application, Partnership Plus, Licensing	0.00	Amend & Assume
STRATA MARKETING, INC.	Marketing Agreement	N/A	Reject
TALX CORPORATION	3rd Party Administrator for Unemployment	N/A	Reject
TELECHECK SERVICES, INC	Guarantee of Customer Checks Agreement	N/A	Reject

DESIGNATED CONTRACTS WITH CURE AMOUNTS

NAME	DESCRIPTION	CURE AMT	NOTE
TEMPUR-PEDIC INTERNATIONAL, INC.	Product Supply Agreement	N/A	Reject
THE ARBITRON COMPANY	Marketing Agreement	N/A	Reject
THE TERMINEX INTERNATIONAL CO.	Pest Control	N/A	Reject
THYSSENKRUPP ELEVATOR CORP.	Elevator Maintenance Agreement	N/A	Reject
TOP TALENT, INC.	Search Firm	N/A	Reject
TOYOTA MOTOR CREDIT CORP	Forklift Finance Agreement	N/A	Reject
WASHINGTON POST	Newspaper Advertising Agreement	N/A	Reject
WAUSAU INSURANCE COMPANIES	Workers Comp, Auto and Gen Liability Insurance Carrier	N/A	Reject
WELLS FARGO FINANCIAL NATL BANK	Private Label Credit Card Issuer and Processor	0.00	Amend & Assume
YAHOO HOT JOBS!	On-Line Recruitment Service Provider	N/A	Reject
ZURICH U.S.	Underground Storage Tank Liability Insurance Carrier	N/A	Reject

DESIGNATED LEASES WITH CURE AMOUNTS

STORE #	STORE NAME	STREET ADDRESS	CITY	ST	ZIP	LANDLORD	CURE AMT	NOTE
1175	ACCOKEEK	7017 BERRY ROAD STE D	ACCOKEEK	MD	20607	MOR MANOKEEK, LLC		
1027	ANNAPOLIS	2341 FOREST DR	ANNAPOLIS	MD	21401	RIVA RETAIL, INC		REJECT
1168	ANNAPOLIS II	165 JENNIFER RD	ANNAPOLIS	MD	21401	IAF LIMITED PARTNERSHIP	2,752.24	
1139	ARLINGTON	3245 COLUMBIA PIKE	ARLINGTON	VA	22204	WESTMONT PROPERTIES, LC	0.00	AMENDMENT
1171	ASHBURN	43150 BROADLANDS CTR STE 108	BROADLANDS	VA	20148	SAUL HOLDINGS LIMITED PRTRSH	3,052.89	
1140	BALBEYS	5894 LEESBURG PIKE	FALLS CHURCH	VA	22041	ALTA ENTERPRISES 2 LLC	N/A	REJECT
1035	BELAIR	592 BALTIMORE PIKE	BEL AIR	MD	21014	MCGILL DEVELOPMENT L.P. #3	0.00	AMENDMENT
1212	BETHESDA	6822 WISCONSIN AVE	BETHESDA	MD	20815	6828 WISC AVE, LLC & J. JOSEPHS	0.00	AMENDMENT
1125	BOWIE	3560 BRAIN HWY	BOWIE	MD	20718	COLLINGTON PLAZA, LLC	2,974.43	
1194	BRISTOW	10294 BRISTOW CENTER DR	BRISTOW	VA	20136	BLIV, LLC	0.00	AMENDMENT
1150	BURKE	9540 OLD KEENE MILL RD	BURKE	VA	22015	BURKE TOWN PLAZA, INC.	2,091.82	
1185	BURNT MILLS	10727 COLUMBIA PIKE	SILVER SPRING	MD	20901	FOUR CORNERS, LLC	0.00	AMENDMENT
1167	BURTONSVILLE	15713 COLUMBIA PIKE STE D2	BURTONSVILLE	MD	20866	BURTONSVILLE CROSSING	18,761.01	REJECT
1126	CAMP SPRINGS	4005 BRANCH AVE	MARLOW HEIGHTS	MD	20748	MARLOW HEIGHTS SHOPPING CENTER	0.00	AMENDMENT
1177	CAPITAL HILL	625 PENNSYLVANIA AVE SE	WASHINGTON	DC	20003	DOUGLAS DEVELOPMENT CORP.	5,293.30	
1040	CATONSVILLE II	6427 BALTIMORE NATIONAL PIKE	BALTIMORE	MD	21228	PATAPSCO REALTY CORPORATION	0.00	AMENDMENT
1180	CENTRAL PARK	1390 CARL D. SILVER PKWY	FREDERICKSBURG	VA	22401	FREDERICKSBURG 35, LLC	0.00	AMENDMENT
1159	CENTREVILLE	5700 PICKWICK RD	CENTREVILLE	VA	20121	PW LIMITED PARTNERSHIP	0.00	AMENDMENT
1189	CHANTILLY II	14008 LEE JACKSON HWY UNIT B	CHANTILLY	VA	20151	FITNESS RESOURCES, INC.	0.00	AMENDMENT
1239	CHESTER	12324 BERWUDA CROSSROAD LN	CHESTER	VA	23831	BERWUDA SHOPPING CENTER, LLC	N/A	REJECT
1225	CHESTERFIELD	11001 MIDLOTHIAN TPKE	RICHMOND	VA	23235	11001 MIDLOTHIAN, LLC	N/A	REJECT
1181	CLARKSBURG	23211 STRINGTOWN RD	CLARKSBURG	MD	20871	CLARKSBURG PARTNERS, LLC	N/A	REJECT
1170	CLINTON	8908 BRANCH AVENUE STE A & B	CLINTON	MD	20735	JUBILEE-CLINTON II, LLC.	0.00	
1231	COLONIAL HEIGHTS	707 SOUTHPARK BLVD	COLONIAL HEIGHTS	VA	23834	DIMMOCK SQUARE COMPANY, LLC	8,516.66	
1026	COLUMBIA	8490 DOBBIN CENTER WAY	COLUMBIA	MD	21045	GLENBROOK PROPERTIES I, LLC	0.00	AMENDMENT
500	COMFORT SOURCE	9821 FALLARD CT	UPPER MARLBORO	MD	20772	MFS MATRESS, LLC	N/A	REJECT
1211	CULPEPER	15311 MONTANUS DR	CULPEPER	VA	22701	CULPEPER COLONNADE	0.00	AMENDMENT
1199	DC USA	3100 14TH ST NW AND PARK RD	WASHINGTON	DC	20010	DC USA OPERATING CO, LLC	3,733.33	
1117	DISTRICT HEIGHTS	5805 SILVER HILL RD	DISTRICT HEIGHTS	MD	20747	SILVER HILL ASSOCIATES, LLC	N/A	REJECT
1152	DUKE STREET	3260 DUKE ST	ALEXANDRIA	VA	22314	CAROL H. ROOP	2,672.85	
1187	DUMFRIES	17225 WAYSIDE DR	DUMFRIES	VA	22025	PREMIER SOUTHRIDE, LLC	0.00	AMENDMENT
1036	DUNDALK	1417 MERRITT BLVD	DUNDALK	MD	21222	OEKOS DUNDALK, LLC	0.00	AMENDMENT
1156	DUPONT CIRCLE	1212 18TH ST NW	WASHINGTON	DC	20036	JEMAL JEFFERSON, L.P.	6,124.75	
1176	FALLS CHURCH	1065 W BROAD ST	FALLS CHURCH	VA	22046	WEST END PROPERTIES, INC.	3,983.64	
1127	FORESTVILLE	7704 MARLBORO PIKE	FORESTVILLE	MD	20747	KIN PROPERTIES, INC.	0.00	AMENDMENT
1138	FREDERICK	1003 W PATRICK ST	FREDERICK	MD	21702	WASHINGTON REAL ESTATE	0.00	AMENDMENT
1163	FREDERICK 355	5800 URBANA PIKE STE E	FREDERICK	MD	21704	355 FREDERICK L.L.C.	0.00	AMENDMENT
1153	FREDERICKSBURG	3546 PLANK RD	FREDERICKSBURG	VA	22407	FREDERICKSBURG 35, LLC.	0.00	AMENDMENT
1133	GAITHERSBURG	101 N FREDERICK AVE	GAITHERSBURG	MD	20877	O.J.B./101 N. FREDERICK AVE LC	17,870.52	
1029	GLEN BURNE	6728 RITCHIE HWY	GLEN BURNE	MD	21091	AMERICAN NATIONAL LEASING CO.	0.00	AMENDMENT

DESIGNATED LEASES WITH CURE AMOUNTS

1128	GREENBELT	6030 GREENBELT RD STE A	GREENBELT	MD	20770	FSM II LLC	4,498.42	
1158	HAGERSTOWN	17804 GARLAND GROH BLVD	HAGERSTOWN	MD	21740	WASHINGTON RE INVESTMENT TRUST	0.00	AMENDMENT
1142	HERNDON	322 ELDEN ST	HERNDON	VA	20170	300 ELDEN STREET L.P.	0.00	AMENDMENT
1236	HULL STREET	12251 CHATTANOOGA PLZ	MIDLOTHIAN	VA	23112	INLAND MID-ATLANTIC MGMT LLC	8,882.23	
1192	HYATTSVILLE	2970 BELCREST CTR DR STE 105	HYATTSVILLE	MD	20782	PRINCE GEORGES STATION RETAIL LLC	N/A	REJECT
1141	KAMP WASHINGTON	11029 LEE HWY	FAIRFAX	VA	22030	11011 LEE HIGHWAY LLC	0.00	AMENDMENT
1162	KENTLANDS	195 KENTLANDS BLVD	GAITHERSBURG	MD	20878	SAUL HOLDINGS LTD PSHF	3,014.44	
1164	KINGSTOWNE	5955 KINGSTOWNE CTR STE 100	ALEXANDRIA	VA	22315	COMAR MANAGEMENT INC.	3,704.42	
1129	LANHAM	7430 ANNAPOLIS RD	HYATTSVILLE	MD	20784	DUTCHSHIP, LLC	0.00	AMENDMENT
1172	LAPLATA	6750 CRAIN HWY STE E	LAPLATA	MD	20646	CENTENNIAL ASSOCIATES, LLC	N/A	REJECT
1169	LARGO	10550 CAMPUS WAY SOUTH	LARGO	MD	20774	LARGO LIMITED LIABILITY CO.	0.00	AMENDMENT
1134	LAUREL	14501 BALTIMORE AVE	LAUREL	MD	20776	PS BUSINESS PARKS, INC	21,718.67	
1166	LEESBURG	250 FORT EVANS RD NE	LEESBURG	VA	20176	FORT EVANS PLAZA	3,813.33	
1182	LEXINGTON PARK	45245 WORTH AVE UNIT B	CALIFORNIA	MD	20619	DM VASTGOED N.V.	0.00	AMENDMENT
1179	LORTON	9415 LORTON MARKET ST	LORTON	VA	22079	COLUMBIA LORTON STATION MRKPL	N/A	REJECT
1143	MANASSAS	8012 SUDLEY RD	MANASSAS	VA	20109	MANASSAS UNITED MGMT LTD	0.00	AMENDMENT
1183	MANASSAS II	NEW LOCATION (LIBERIA AVE)	MANASSAS	VA	22407	EPC VA 24, LLC	N/A	REJECT
1240	MASSAPONAX	9913 SOUTHPPOINT PKWY	FREDERICKSBURG	VA	23111	BOWLES 360, LLC	0.00	AMENDMENT
1144	MECHANICSVILLE	6493 MECHANICSVILLE TRK STE D	MECHANICSVILLE	VA	22031	THEODORE F. BODMAR JR	3,100.00	
1235	MERRIFIELD	8213 LEE HWY	FAIRFAX	VA	23113	E & A ACQUISITION II, LP	3,430.57	
1154	MIDLOTHIAN	11611 MIDLOTHIAN TPKE	MIDLOTHIAN	VA	22306	O.J.B./7871 RICHMOND AVE, LC	3,429.29	
1042	MT. VERNON	7809 RICHMOND HWY	ALEXANDRIA	VA	21842	BENNETTS ENCORE MTR SPORTS INC	12,254.20	
1033	OCEAN CITY	12510 OCEAN GATEWAY	OCEAN CITY	MD	21117	HERMAN LUBCHER PROPERTIES, LLC	0.00	
1034	OWINGS MILLS	9637 REISTERSTOWN RD	OWINGS MILLS	MD	21234	RICHARD BENNETT JR & MARK BENNETT	0.00	AMENDMENT
1028	PARKVILLE	8807 SATYR HILL RD	BALTIMORE	MD	21122	FESTIVAL AT PASADENA LTD	0.00	AMENDMENT
1036	PASADENA	8125 RITCHEE HWY	PASADENA	MD	21208	VANGUARD MGMT SERVICES	N/A	REJECT
1190	PIKESVILLE	1419 REISTERSTOWN RD	BALTIMORE	MD	20678	MARKET SQUARE RETAIL CENTER	0.00	AMENDMENT
1242	PRINCE FREDERICK	896 COSTLEY WAY	RICHMOND	VA	23229	LCL COMPANY	0.00	AMENDMENT
1043	REGENCY	1519 N. PARHAM RD	RICHMOND	DE	19971	MIDWAY SHOPPES LLC	0.00	AMENDMENT
1137	REHOBOTH BEACH	18701 COASTAL HIGHWAY UNIT 2	REHOBOTH BEACH	MD	20852	O.J.B./12260 ROCKVILLE PIKE, LC	11,111.11	
1191	ROCKVILLE	12260 ROCKVILLE PIKE	ROCKVILLE	MD	20852	CONGRESSIONAL VILLAGE ASSOCS	0.00	
1030	ROCKVILLE II	1701 ROCKVILLE PIKE STE A12	ROCKVILLE	MD	21237	TRUST REALTY	0.00	AMENDMENT
1241	ROSEDALE	8803 PULASKI HWY	BALTIMORE	VA	23233	GIBRALTER PARC PLACE	0.00	AMENDMENT
1145	SHORT PUMP	11740 W BROAD ST STE 105	RICHMOND	VA	22150	RAPPAHPORT MGMT COMPANY/SPR	N/A	REJECT
1174	SPRINGFIELD	6413 SPRINGFIELD PLZ SPR-12	SPRINGFIELD	VA	22556	RUBS INCOME FUND I, L.P.	2,517.56	
1155	STAFFORD	1244 STAFFORD MARKET PL	STAFFORD	VA	20772	MRS MATTHEW, LLC	5,458.13	
1000	STERLING	47020 HARRY BYRD HWY #2	STERLING	MD	21030	PEDAS FAMILY, L.P.	0.00	AMENDMENT
1157	SUPPORT CENTER	9822 FALLARD CT	UPPER MARLBORO	DC	20018	YORK & PARKS ASSOCIATES, LP	0.00	AMENDMENT
1026	TENLEY CIRCLE	4537 WISCONSIN AVE NW	WASHINGTON	MD	21030	LOCH RAVEN IMPROVEMENTS, LLC	0.00	AMENDMENT
1022	TIMONIUM	9709 YORK RD	COCKEYSVILLE	MD	21286		0.00	AMENDMENT
1022	TOWSON	931 TAYLOR AVE	TOWSON	MD	21286		0.00	AMENDMENT

DESIGNATED LEASES WITH CURE AMOUNTS

1037	TOWSONTOWN CIR	1 E JOPPA RD STE 115	TOWSON	MD	21286	INLAND NORTHWEST MGMT CORP	N/A	REJECT
1146	TYSONS	1929 OLD GALLOWAY RD STE B	TYSONS CORNER	VA	22182	ARB INVESTMENT GROUP, LC	7,891.39	AMENDMENT
1147	VIENNA	129 MAPLE AVE W #131	VIENNA	VA	22180	ARRINGTON PROPERTIES	0.00	AMENDMENT
1233	VIRGINIA CENTER	9978 BROOK RD	GLEN ALLEN	VA	23059	INLAND MID-ATLANTIC MGMT	0.00	AMENDMENT
1131	WALDORF	1188 SMALLWOOD DR W	WALDORF	MD	20603	3762 ST. CHARLES JOINT VENTURE	0.00	AMENDMENT
1193	WESTMINSTER	405 N CENTER ST STE 25	WESTMINSTER	MD	21157	CRANBERRY RETAIL, INC.	N/A	REJECT
1132	WHEATON II	11401 GEORGIA AVE	WHEATON	MD	20902	WHEATON SHOPPING CENTER	N/A	REJECT
1038	WHITE MARSH	5282 CAMPBELL BLVD	NOTTINGHAM	MD	21236	SHOPRES AT NOTTINGHAM	32,853.50	AMENDMENT
1136	WHITEOAK	11277 NEW HAMPSHIRE AVE	SILVER SPRING	MD	20904	SAUL SUBSIDIARY I LTD PSHF	13,068.97	AMENDMENT
1227	WILLOW LAWN	4914 W BROAD ST	RICHMOND	VA	23230	HARRISON & BATES, INC.	0.00	AMENDMENT
1148	WOODBIDGE	14361 POTOMAC MILLS RD	WOODBIDGE	VA	22192	POTOMAC FESTIVAL, LMTD PSHF	0.00	AMENDMENT

TRADEMARK

REEL: 006331 FRAME: 0186

RECORDED: 02/07/2018