

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491643

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANKBOSTON, N.A.		12/18/2009	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE FLETCHER-TERRY COMPANY		
<b>Street Address:</b>	65 SPRING LANE		
<b>City:</b>	FARMINGTON		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06032		
<b>Entity Type:</b>	Corporation: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1077282	FLETCHER	
<b>Registration Number:</b>	1426249	FLETCHER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	617-973-6152		
<b>Email:</b>	trademarks@pbl.com		
<b>Correspondent Name:</b>	Alan L. Chow		
<b>Address Line 1:</b>	800 Boylston Street		
<b>Address Line 2:</b>	Posternak Blankstein & Lund LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>NAME OF SUBMITTER:</b>	Alan L. Chow		
<b>SIGNATURE:</b>	/Alan L Chow/		
<b>DATE SIGNED:</b>	09/27/2018		
<b>Total Attachments: 19</b>			
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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF CONNECTICUT  
HARTFORD DIVISION

In re:	)	Chapter 11
THE FLETCHER-TERRY COMPANY,	)	Case No. 09-23110 (ASD)
Debtor.	)	Re: Doc. I.D. No. 11
	)	
	)	
	)	

**ORDER AUTHORIZING AND APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTOR’S ASSETS OTHER THAN IN THE ORDINARY COURSE OF BUSINESS, FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS PURSUANT TO 11 U.S.C. §§ 105, 363(B) AND (F) AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 6004 AND TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF PROPERTY PURSUANT TO 11 U.S.C. § 365(A) AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 6006**

THIS MATTER came before the Court upon the Debtor’s Motion For An Order (A) Authorizing And Approving The Sale Of Substantially All Of The Debtor’s Assets Other Than In The Ordinary Course Of Business, Free And Clear Of Liens, Claims, Encumbrances And Interests Pursuant To 11 U.S.C. §§ 105, 363(b) and (f) And Federal Rule of Bankruptcy Procedure 6004; and (B) To Assume And Assign Certain Executory Contracts And Unexpired Leases Of Property Pursuant To 11 U.S.C. § 365(a) and Federal Rule of Bankruptcy Procedure 6006 (the “Sale Motion”) dated October 27, 2009.<sup>1</sup>

Upon this Court’s Order dated November 12, 2009 scheduling, among other things, a hearing (i) Authorizing and Approving Form of Stalking Horse Agreement, (ii) Authorizing and Approving Bidding Procedures, (iii) Authorizing and Approving Procedures Governing the Assumption and Assignment of Executory Contracts, (iv) Authorizing and Approving Break-Up

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Sale Motion and/or the Asset Purchase Agreement among the Debtor and iSun International Group, LLC and FTCO Acquisition, LLC dated October 23, 2009 (as the same may be amended from time to time, the “Asset Purchase Agreement”), a copy of which has been filed with this Court. Capitalized terms not otherwise defined herein or not appearing in the Sale Motion and/or the Asset Purchase Agreement shall have the meanings ascribed to them in the United States Bankruptcy Code.

Fee and Expense Reimbursement, (v) Scheduling an Auction, (vi) Approving the Form and Manner of Notice Thereof, and (vii) Granting Related Relief, all in Connection With the Sale of Substantially All of the Debtor's Assets (the "Bidding Procedures Order"); and due and sufficient notice of the proposed sale of substantially all of Debtor's Assets ("Sale"), the Sale Motion, this Order, the Bidding Procedures Order, the Sale Hearing (as defined below), and the list of proposed executory contracts and unexpired leases to be assumed and assigned (the "Assumed Contracts") having been given to all parties entitled to notice under the Bidding Procedures Order, as evidenced by the certificate of service previously filed with this Court and affirmed on the record in this proceeding; and

A hearing having been held before this Court on December 17, 2009 to approve the Sale pursuant to the terms of the Asset Purchase Agreement and to approve the assumption and assignment of the Assumed Contracts to FTCO Acquisition, LLC (the "Proposed Buyer") (the "Sale Hearing"), at which time all parties in interest were afforded an opportunity to be heard; and the Court having considered the evidence both for and against approval of the Sale and the assumption and assignment of the Assumed Contracts to the Proposed Buyer, effective as of the Closing Date;

NOW, THEREFORE, based upon all of the pleadings previously filed by the Debtor and other interested parties in connection with the Sale, the evidence presented, attested to, or adduced at or in connection with the Sale Hearing, and upon the entire record of the Sale Hearing; and after due deliberation thereon; and good cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED AS FOLLOWS:

**I. FINDINGS OF FACT:**

**A. Basis For Section 363 Sale**

1. For the reasons set forth in the Sale Motion, there are good and sound business reasons for the Sale to occur in accordance with the Asset Purchase Agreement, the Sale Motion and this Order. Time is of the essence in consummating the Sale. Accordingly, to maximize the value of the Assets, it is essential that the sale of the Assets occur within the time constraints set forth in the Asset Purchase Agreement.

2. The Assets are property of the Debtor's bankruptcy estate ("Estate") and title thereto is vested in the Estate.

**B. Notice Of Sale Of The Assets**

3. Written notice ("Notice") of the Sale Hearing, pursuant to the certificate of service of Notice of the Sale Hearing and Sale filed by the Debtor on November 20, 2009 [Document Id. No. 85] with this Court, was transmitted to: (a) the Office of the United States Trustee and (b) to all (i) creditors as defined in Section 101(1) of the Bankruptcy Code; (ii) shareholders; (iii) entities known to the Debtor to possess and/or exercise any control over any of the Assets; (iv) entities known to the Debtor to assert any rights in any of the Assets; (v) parties in interest and other entities and persons so entitled and that are known to the Debtor; (vi) parties to the Assumed Contracts; (vii) the Pension Benefit Guaranty Corporation; (viii) all applicable federal, state, local and foreign tax authorities with jurisdiction over the Debtor and/or the Assets; (ix) all federal, state, local and foreign environmental authorities in jurisdictions in which the Debtor operates and/or in which the Assets are located; and (x) all entities that have requested notice in the Debtor's Chapter 11 case.

4. The Notice was adequate and sufficient under the circumstances of this Chapter 11 case and this proceeding and complied with the various applicable requirements of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the procedural due process requirements of the United States Constitution.

**C. Good Faith Of Proposed Buyer**

5. The Proposed Buyer is purchasing the Assets in good faith and is a good faith purchaser within the meaning of 11 U.S.C. § 363(m), and is therefore entitled

to the protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that (a) the Proposed Buyer recognized that the Debtor was free to deal with any other party interested in acquiring the Assets; (b) the Proposed Buyer agreed to the provisions in the Asset Purchase Agreement approved in the Bidding Procedures Order that would enable the Debtor to accept a higher and better offer for the Assets at the Sale Hearing; (c) all payments to be made by the Proposed Buyer and other agreements or arrangements entered into by the Proposed Buyer in connection with the transactions have been disclosed; (d) the Proposed Buyer has not violated 11 U.S.C. § 363(n) by any action or inaction; and (e) the negotiation and execution of the Asset Purchase Agreement and any other agreements or instruments related thereto were without collusion, from arm's-length bargaining positions, and in good faith.

**D. Competing Offers**

6. No competing offers were submitted pursuant to the Bidding Procedures Order.

**E. Approval Of Motion**

7. The Proposed Buyer is a third-party purchaser unrelated to the Debtor.

8. The purchase terms, as set forth in the Asset Purchase Agreement, are fair and reasonable under the circumstances of this Chapter 11 case and this proceeding.

9. The Sale Motion should be approved as it is in the best interests of the Debtor, the Debtor's Estate, and the Debtor's creditors.

10. The transaction contemplated in the Asset Purchase Agreement represents a fair and reasonable offer under the circumstances of this Chapter 11 case and this proceeding.

11. The Sale is not being entered into in order to escape liability for the debts of the Debtor's Estate. The estate is unable to fully satisfy the Debtor's debts.

12. The Sale has been consented to by Farmington Savings Bank ("Lender"), a secured creditor of Debtor holding a first priority Lien in the Assets, subject to the proviso that: those Sale proceeds to be paid at the Closing are, net of reasonable and customary costs, paid directly to Lender; that the Lender's first priority Lien attach and be perfected as to the Debtor's interest in the Earn Out Payments (as that term is defined in the Asset Purchase Agreement); and that Debtor execute and deliver a security agreement, mutually acceptable to Debtor and Lender, confirming that Lien.

**F. The Proposed Buyer Is Not A Mere Continuation Of The Debtor**

13. The following findings of fact relate to the conclusions of law set forth in Paragraph 11 of Section II.D infra:

- a. Those of the Debtor's employees who are to be retained by the Proposed Buyer are being hired under new employment contracts or other arrangements to be entered into or to become effective at or after the time of the Closing.
- b. At the current time, no common identity of incorporators, directors, or stockholders exists between the Proposed Buyer and the Debtor.
- c. The Proposed Buyer is not purchasing all of the Debtor's assets. The Proposed Buyer is not purchasing the Retained Assets.

- d. The Sale is not being entered into fraudulently. The Sale has been properly noticed.

**G. Miscellaneous**

5. To the extent that any Findings of Facts set forth in Section I, Paragraphs 1-13 and all sub-parts thereto constitute Conclusions of Law, the Court so concludes.

**II. CONCLUSIONS OF LAW**

The Court hereby enters the following Conclusions of Law:

**A. Jurisdiction, Final Order And Statutory Predicates**

1. The Court has jurisdiction to hear and determine the Sale Motion and to grant the relief requested in the Sale Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(b).
2. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). To the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure as made applicable by Rule 7054 of the Federal Rules of Bankruptcy Procedure, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.
3. This proceeding is a "core proceeding" within the meaning of 28 U.S.C. § 157(b)(2)(a), (n) and (o).
4. The statutory predicates for the Sale Motion are Sections 363(b) and 365(a) of the Bankruptcy Code and Rules 2002(a)(2), 6004(a), (b), (c) and (e), 6006(a) and (c), 9014, and 9019(a) of the Federal Rules of Bankruptcy Procedure.
5. The proposed Sale constitutes a sale of substantially all of the assets of the



Debtor's estate outside the ordinary course of business within the meaning of Section 363(b) of the Bankruptcy Code.

**B. Section 363 Sale**

6. The Assets are property of the Debtor's estate and title thereto is vested in the estate.

7. The Debtor is authorized to sell property of its estate, pursuant to 11 U.S.C. § 363(b), free and clear of the Liens if the applicable provisions of 11 U.S.C. § 363(f) have been satisfied.

8. The provisions of Section 363(f) of the Bankruptcy Code have been satisfied. Any holder of a lien, claim, or encumbrance of any kind or nature related to any of the Assets that did not object to the Sale, or that objected and then withdrew any such objection, is deemed to have consented to the Sale pursuant to 11 U.S.C. § 363(f)(2), subject to the terms hereof.

9. Given all of the circumstances of this Chapter 11 case and the adequacy and fair value of the purchase price under the Asset Purchase Agreement, the proposed Sale of the Assets to the Proposed Buyer constitutes a reasonable and sound exercise of the Debtor's business judgment and should be approved.

**C. Retention Of Jurisdiction**

10. It is necessary and appropriate for the Court to retain jurisdiction to interpret and enforce the terms and provisions of this Order and the Asset Purchase Agreement and to adjudicate, if necessary, any and all disputes concerning the assumption and assignment of the executory contracts and unexpired leases, any right, title, (alleged) property interest, including ownership claims, relating to the Assets and the proceeds thereof, as well as the

extent, validity and priority of all Liens relating to the Assets.

D. No Successor Liability

11. Based on the record of the Sale Hearing:
  - a. The Proposed Buyer does not constitute a successor to the Debtor or its estate.
  - b. The Sale does not amount to a consolidation, merger or de facto merger of the Proposed Buyer and the Debtor or its estate.
  - c. The Proposed Buyer is not merely a continuation of the Debtor or its estate, there is not substantial continuity between the Proposed Buyer and the Debtor and there is no continuity of enterprise between the Debtor and the Proposed Buyer.
  - d. The Proposed Buyer does not have any common directors or shareholders with the Debtor.

E. Miscellaneous

2. To the extent appropriate, any Findings of Fact set forth in Section I shall be construed as Conclusions of Law and any Conclusions of Law set forth in Section II shall constitute Findings of Fact.

Based on the foregoing Findings of Fact and Conclusions of Law,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED, EFFECTIVE IMMEDIATELY, AS FOLLOWS:**

A. The relief requested in the Sale Motion is granted and approved in all respects. The Asset Purchase Agreement and the Sale are hereby approved in all respects.

B. The Debtor is authorized and directed to take any and all actions necessary or appropriate to (i) consummate the Sale of the Assets to the Proposed Buyer (including, without limitation, to convey to the Proposed

Buyer any and all of the Assets intended to be conveyed) and the Closing of the Sale in accordance with the Sale Motion, the Asset Purchase Agreement and this Order; and (ii) perform, consummate, implement and fully close the transactions contemplated in the Asset Purchase Agreement together with all additional

instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement.

C. Upon the Closing, the Assets transferred, sold, and delivered to the Proposed Buyer shall be free and clear of all encumbrances, obligations, liabilities, contractual commitments, claims, including, without limitation, any theory of successor liability, de facto merger, or substantial continuity, whether based in law or equity, employee benefit obligations, and further including any obligations liabilities under CERCLA and all other Environmental Laws, any security interest, mortgage, lien, charge against or interest in property, adverse claim, claim of possession, right of way, license, easement or restriction of any kind, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership or any option to purchase, option, charge, retention agreement that is intended as security or other matters (hereinafter collectively referred to as "Liens") of any person or entity that encumber or relate to or purport to encumber or relate to the Assets. Except with respect to the liabilities expressly assumed under the Asset Purchase Agreement, the consummation of the transactions contemplated and authorized hereunder shall not subject the Proposed Buyer to any liability whatsoever with respect

to the prepetition or post-petition operation of the business of the Debtor or with respect to any claims against or interests in the Debtor or the Estate relating thereto, and the Assets are being transferred hereunder free and clear of any such claims and interests.

D. The Proposed Buyer is not a successor to the Debtor or its estate by reason of any theory of law or equity and the Proposed Buyer shall not assume or in any way be responsible for any liability or obligation of the Debtor or its estate, except as otherwise expressly provided for in the Asset Purchase Agreement.

E. Effective on the date of entry of this Order, except as otherwise expressly provided for in the Asset Purchase Agreement, all entities, including, but not limited to, the Debtor, creditors, employees, former employees and shareholders, administrative agencies, governmental departments, secretaries of state, federal, state, local and foreign officials, any entity maintaining any authority relating to environmental laws, and its respective successors or assigns, shall be permanently and forever barred, restrained and enjoined from commencing or continuing in any manner any action or other proceeding of any kind against the Proposed Buyer or its designees or their respective successors, assigns, officers, directors, affiliates, or shareholders, as alleged successor or otherwise with respect to any Liens arising out of or related to the Sale or any operation of the Debtor's business prior to the Closing.

F. Each and every term and provision of the Asset Purchase Agreement, together with the terms and provisions of this Order, shall be

binding in all respects upon the Debtor, its estate, its creditors and the Debtor's employees, former employees and shareholders, all entities and third parties, administrative agencies, governmental departments, secretaries of state, federal, state, local and foreign officials, any entity maintaining any authority relating to environmental laws, and their respective successors or assigns, including, but not limited to all non-debtor parties to the Assumed Contracts that may be assigned to the Proposed Buyer under the Asset Purchase Agreement and persons holding or asserting any Lien against or interest in the Debtor's estate or any of the Assets to be sold and assigned to the Proposed Buyer irrespective of any action commenced that contests the Debtor's authority to sell and assign the Assets or that seeks to enjoin such Sale and/or assignment.

G. Except as otherwise expressly provided for in the Asset Purchase Agreement, all entities holding Liens of any kind and nature are hereby barred from asserting such Liens against the Proposed Buyer and/or the Assets and, effective upon the transfer of the Assets to the Proposed Buyer at the Closing, the Liens shall attach to the proceeds of the Sale, net of reasonable and customary costs, with the same force, validity, priority and effect, if any, as the Liens formerly had against the Assets.

H. The Lender shall have a first priority Lien in all the net proceeds of the Sale with the same force, validity and effect as the Lien had against the Assets and, as such, all Sale proceeds (net of reasonable and customary costs) to be paid in immediately available funds at Closing, shall be paid directly to Lender, up to the amount of indebtedness secured by

Lender's Lien. Further, in the event Lender's Lien is not satisfied with the proceeds at Closing, Lender shall have a first priority Lien in all further Sale proceeds including, without limitation, the Earn-Out Payments, up to the amount of Debtor's obligations secured by the Lien, which Lien may be further evidenced by a security agreement between Debtor and Lender.

I. The transactions contemplated by the Asset Purchase Agreement and this Order are undertaken by the Proposed Buyer in good faith, as that term is used in 11 U.S.C. § 363(m), and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale unless such authorization is stayed pending such appeal prior to the Closing.

J. This Order: (a) is and shall be effective as a determination that, upon Closing, all Liens existing as to the Assets conveyed to the Proposed Buyer have been and hereby are adjudged and declared to be unconditionally released, discharged and terminated, and (b) shall be binding upon and govern the acts of all entities, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, 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 conveyed to the

Proposed Buyer. All Liens of record as of the date of this Order shall be forthwith removed and stricken as against the Assets. All such entities described above in this Paragraph J are authorized and specifically directed to strike all such recorded Liens against the Assets from their records, official and otherwise.

K. The Debtor is hereby authorized, in accordance with § 365(b)(1) and (f)(2) of the Bankruptcy Code, to: (A) assume the Assumed Contracts; (B) sell, assign and transfer to the Proposed Buyer each of the Assumed Contracts in each case free and clear of all Liens and in each case subject to any amendments agreed upon by the Proposed Buyer and the other party to such Assumed Contract; and, (C) execute and deliver to the Proposed Buyer, such assignment documents as may be necessary to sell, assign and transfer the Assumed Contracts and the Proposed Buyer shall provide no adequate assurance of future performance, other than the Proposed Buyer's promise to perform. No additional adequate assurance of future performance, other than the Proposed Buyer's promise to so perform under the Assumed Contracts or as may be otherwise agreed between Proposed Buyer and any counterparty, shall be necessary, which adequate assurance has been provided with respect to the Assumed Contracts, within the meaning of section 365(b)(1)(C) of the Bankruptcy Code.

L. The Assumed Contracts shall be transferred and assigned to, and following the Closing of the Sale remain in full force and effect for the benefit of, the Proposed Buyer in accordance with their respective terms, notwithstanding any provision in any such Assumed Contract (including

those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Debtor shall be relieved from any further liability with respect to the Assumed Contracts after such assignment to and assumption by the Proposed Buyer.

M. There shall be no rent accelerations, assignment fees, increases or any other fees charged to the Proposed Buyer as a result of the assumption, assignment and sale of the Assumed Contracts except as may be otherwise agreed between the Proposed Buyer and any counterparty. The Assumed Contracts, upon assignment to the Proposed Buyer, shall be deemed valid and binding, in full force and effect in accordance with their terms.

N. Pursuant to Sections 105(a), 363 and 365 of the Bankruptcy Code, all parties to the Assumed Contracts are forever barred and enjoined from raising or asserting against the Proposed Buyer any assignment fee, default, breach or claim or pecuniary loss, or condition to assignment, arising under or related to the Assumed Contracts existing as of the Closing or arising by reason of the Closing except as may be otherwise agreed between the Proposed Buyer and any counterparty. Any party that consents or fails to object to the assignment of its Assumed Contract is deemed to have consented to such assignment for purposes of section 365(e)(2)(A)(ii) of the Bankruptcy Code.

O. If any person or entity that has filed statements or other documents or agreements evidencing Liens on, or interests in, the Assets



shall not have delivered to the Debtor prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of Liens and easements, and any other documents necessary for the purpose of documenting the release of all Liens that the person or entity has or may assert with respect to the Assets, the Debtor is hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Assets. The assumption and assignment of the Assumed Contracts is expressly conditioned upon the Closing of the Sale hereunder.

P. Any and all Assets in the possession or control of any person or entity, including, without limitation, any former vendor, supplier or employee of the Debtor (a) shall be transferred to the Proposed Buyer free and clear of the Liens and (b) shall be delivered at the Closing to the Proposed Buyer at Closing unless, pursuant to the Asset Purchase Agreement or otherwise, such person, entity, vendor, supplier or employee may retain temporary possession or control of any of such Assets, in which case the possession of such item shall be delivered to the Proposed Buyer at such time as is designated by the Proposed Buyer.

Q. Nothing contained in any order of any type or kind entered in this Chapter 11 case or any related proceeding subsequent to entry of this Order, shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Order, including, without limitation, any plan of reorganization (whether a liquidating plan or otherwise) of the

Debtor.

R. The Debtor is authorized and directed to change the Debtor's name as of the Closing pursuant to the terms of the Asset Purchase Agreement from The Fletcher-Terry Company to FTC Liquidation, LLC, and the name of Debtor's subsidiary, The Fletcher-Terry Export Corporation ("Subsidiary") to any name that does not include Fletcher-Terry. Debtor and its Subsidiary shall make no further use of the Fletcher-Terry name after the Closing on the Sale of Assets, except to the extent required by this Court, or as reasonably necessary and agreed upon by the Proposed Buyer, which agreement shall not be unreasonably withheld, for purposes of (i) winding up the affairs of Debtor or its Subsidiary including, without limitation, collecting on its Accounts Receivable and its Earn-Out Payments, and (ii) defending any Claims brought against or prosecuting any Claim brought by Debtor or its Subsidiary or the Estate with respect to the obligations of Proposed Buyer or iSun regarding the Earn-Out Payments or Accounts Receivables, or otherwise arising in Bankruptcy.

The Secretary of the State of Connecticut and any other jurisdiction in which any Debtor has registered as a foreign corporation or limited liability company are authorized and directed to forthwith accept such name changes and to record such changes on their official records. The Clerk of the Bankruptcy Court ("Clerk") is authorized and directed to modify the style of the Debtor's Chapter 11 case to:

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF CONNECTICUT  
HARTFORD DIVISION

In re:	)	Chapter 11
FTC Liquidation, LLC	)	Case No. 09-23110 (ASD)
	)	
Debtor.	)	
	)	
	)	
	)	

The Clerk, the Debtor, and all other parties in interest are directed to file pleadings in this case using the foregoing name as the Debtor's names and to otherwise cease the use of all of the Debtor's current name in any documents, dockets, pleadings or other papers filed in this Court or otherwise.

S. This Court retains jurisdiction, even after the closing of the

Debtor's Chapter 11 case, to:

- (1) Interpret, implement and enforce the terms and provisions of this Order (including the injunctive relief provided for in this Order) and the terms of the Asset Purchase Agreement, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith;
- (2) Protect the Proposed Buyer or any of the Assets from and against any of the Liens;
- (3) Compel delivery of all Assets to the Proposed Buyer;
- (4) Resolve any disputes arising under or related to the Asset Purchase Agreement, the Sale, or the Proposed Buyer's peaceful use and enjoyment of the Assets;
- (5) Adjudicate all issues concerning (alleged) pre-Closing Liens and any other

(alleged) interest(s) in and to the Assets, including the extent, validity, enforceability, priority and nature of all such (alleged) Liens and any other (alleged) interest(s);

(6) Adjudicate any and all issues and/or disputes relating to the Debtor's right, title or interest in the Assets and the proceeds thereof, the Sale Motion and/or the Asset Purchase Agreement; and

(7) Adjudicate any and all remaining issues concerning the Debtor's right and authority to assume and assign the Assumed Contracts and the Proposed Buyer's rights and obligations with respect to such assignment and the existence of any default under any Assumed Contracts.

T. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale.

U. The Proposed Buyer shall not be liable for any broker's fee, finder's fee, or similar fee relating in any manner to the Sale. The Secured Lender will permit its cash collateral at Closing to be used to enable the Debtor to pay at Closing the fees and expenses payable to The Rusconi Company.

V. No employee or former employee of any of the Debtor shall be deemed to be an employee of the Proposed Buyer absent any agreement between the Proposed Buyer and the employee or former employee establishing new terms of employment.

W. The failure specifically to include any particular provisions of the Asset Purchase Agreement in this Order shall not diminish or impair the efficacy of such provision, it being the intent of the Court that the Asset Purchase Agreement and each and every provision, term, and

condition thereof be and, therefore is, authorized and approved in its entirety.

X. Pursuant to Section 9.3 of the Asset Purchase Agreement, certain Hired Employees of the Proposed Buyer may provide services to the Debtor in order to wind up the Debtor's affairs; provided, however, such services to the Debtor shall not interfere with such Hired Employees' employment with the Proposed Buyer.

Y. This Order and the Judgment Order entered in connection herewith shall be effective immediately upon entry and Federal Rules of Bankruptcy Procedure 6004(g) and 6006(d) are waived, and no automatic stay of execution, pursuant to Rule 62(a) of the Federal Rules of Civil Procedure, applies with respect to this Order and/or the Judgment Order entered in connection herewith.

Z. Pursuant to Rule 58 of the Federal Rules of Civil Procedure, as made applicable herein by Rule 9021 of the Federal Rules of Bankruptcy Procedure, a separate document in the form of a Judgment Order will be entered approving the Sale Motion.

Dated: December 18, 2009

BY THE COURT

  
Albert S. Dabrowski  
Chief United States Bankruptcy Judge

Hearing held on 12/17/09