

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482630

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC.		06/18/2018	Corporation: DELAWARE
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		06/18/2018	National Banking Association: UNITED STATES
WELLS FARGO BANK, NATIONAL ASSOCIATION		06/18/2018	National Banking Association: UNITED STATES
CORTLAND CAPITAL MARKET SERVICES LLC		06/18/2018	Limited Liability Company: DELAWARE
BANK OF AMERICA, N.A.		06/18/2018	National Banking Association: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	NINE WEST DEVELOPMENT LLC
Street Address:	1411 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	4455153	9&CO.
Registration Number:	1724670	9 & CO.
Registration Number:	4733447	9
Registration Number:	4343904	9 LOVES
Registration Number:	1170312	9 WEST
Registration Number:	4525885	9W
Registration Number:	4525884	9W
Registration Number:	4568837	9W
Registration Number:	4660817	9W
Registration Number:	4464077	9W LOVES
Registration Number:	4380226	9W WE DO SHOE

CH \$1515.00 4455153

Property Type	Number	Word Mark
Serial Number:	87402727	9X NINE WEST
Registration Number:	5219929	9X9 TECHNOLOGY
Registration Number:	5215359	SLIDZE
Registration Number:	5318475	BB BANDOLINO
Registration Number:	4347076	B FLEXIBLE BY BANDOLINO
Registration Number:	2872569	BANDOLINO
Registration Number:	0715486	BANDOLINO
Serial Number:	86654504	BANDOLINO BLACK LABEL
Registration Number:	5191286	BANDOLINO
Registration Number:	2797957	CLOUD 9
Registration Number:	4210177	FASHION STEPS FOR A CAUSE
Registration Number:	4137066	LOVE FURY
Registration Number:	4129914	LOVE FURY
Registration Number:	4485502	LOVE FURY
Registration Number:	4455586	LOVE FURY KISS
Registration Number:	4269578	LOVE FURY
Registration Number:	2619058	NINE & CO.
Registration Number:	2760248	NINE & CO.
Serial Number:	87505521	NINE & CO.
Registration Number:	5317232	NINE WEST
Registration Number:	1775652	NINE WEST
Registration Number:	2518612	NINE WEST
Registration Number:	2133086	NINE WEST
Registration Number:	2246350	NINE WEST
Registration Number:	2198938	NINE WEST
Registration Number:	2322474	NINE WEST
Registration Number:	2272307	NINE WEST
Registration Number:	2571795	NINE WEST
Registration Number:	4101724	NINE WEST
Serial Number:	87505486	NINE WEST
Serial Number:	87289095	NINE WEST
Registration Number:	1829417	NINE WEST
Registration Number:	4150684	RUNWAY RELIEF NINE WEST
Registration Number:	4318749	NINE WEST VINTAGE AMERICA COLLECTION
Serial Number:	87162087	NINE WEST VINTAGE AMERICA COLLECTION
Serial Number:	87162110	NINE WEST VINTAGE AMERICA COLLECTION
Serial Number:	87897278	NINE WEST VINTAGE AMERICA COLLECTION
Serial Number:	87897233	NINE WEST VINTAGE AMERICA COLLECTION

Property Type	Number	Word Mark
Registration Number:	4042684	NINE WEST VINTAGE AMERICA COLLECTION
Registration Number:	2394900	NINEWEST.COM
Serial Number:	86573857	PUMPROCKERS
Serial Number:	86573886	PUMPROCKERS
Registration Number:	4953115	PUMPROCKERS
Registration Number:	4523033	QUINTES-SATCHEL
Registration Number:	4310315	SHOELABORATIONS
Registration Number:	4253756	STEPS FOR A CAUSE
Registration Number:	4309171	THE WORLD ACCORDING TO 9
Registration Number:	2693491	WESTIES
Registration Number:	1973317	WESTIES

CORRESPONDENCE DATA

Fax Number: 4158362501

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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Address Line 4: San Francisco, CALIFORNIA 94105-2933

ATTORNEY DOCKET NUMBER:	375733-34
NAME OF SUBMITTER:	Carol Anne Bashir
SIGNATURE:	/Carol Anne Bashir/
DATE SIGNED:	07/19/2018

Total Attachments: 23

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

In re:)	Chapter 11
NINE WEST HOLDINGS, INC., <i>et al.</i> , ¹)	Case No. 18-10947 (SCC)
Debtors.)	(Jointly Administered)
)	Re: Docket No. 20

ORDER (A) APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE ASSETS OF THE DEBTORS' NINE WEST, BANDOLINO, AND ASSOCIATED BRANDS FREE AND CLEAR OF ALL CLAIMS, LIENS, RIGHTS, INTERESTS, AND ENCUMBRANCES, (B) AUTHORIZING THE DEBTORS TO ENTER INTO AND PERFORM THEIR OBLIGATIONS UNDER THE ASSET PURCHASE AGREEMENT, (C) APPROVING ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS, AND (D) GRANTING RELATED RELIEF

Upon the portion of the motion (the "Motion"),² of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Sale Order") (a) authorizing and approving the entry into and performance under the terms and conditions of that certain Asset Purchase Agreement, substantially in the form attached hereto as **Exhibit 1** (the "APA"), by and among the Debtors and ABG-Nine West LLC (the "Purchaser"), (b) authorizing and approving the sale (collectively, and including all actions taken or required to be taken in connection with the implementation and consummation of the APA, the "Sale") of those assets set forth in Section 2.1 of the APA (the "Purchased Assets") free and clear of all liens, claims, encumbrances, and other

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Nine West Holdings, Inc. (7645); Jasper Parent LLC (4157); Nine West Management Service LLC (4508); Kasper Group LLC (7906); Kasper U.S. Blocker LLC (2390); Nine West Apparel Holdings LLC (3348); Nine West Development LLC (2089); Nine West Distribution LLC (3029); Nine West Jeanswear Holding LLC (7263); One Jeanswear Group Inc. (0179); and US KIC Top Hat LLC (3076). The location of the Debtors' service address is: 1411 Broadway, New York, New York 10018.

² Capitalized terms used but not otherwise defined herein have the meaning given to such terms in the Motion or the Bidding Procedures Order (as defined herein), as applicable.

interests and the assumption of certain assumed liabilities set forth in Section 2.1 of the APA (the “Assumed Liabilities”) pursuant to the APA upon the closing of the Sale (the “Closing”), (c) authorizing the assumption and assignment of executory contracts set forth on Exhibit 2 attached hereto, as the same may be subsequently modified pursuant to the terms of the APA (each, an “Assigned Contract,” and, collectively, the “Assigned Contracts”) upon the Closing, subject to the payment by the Purchaser of any payments to cure any defaults arising under any Assigned Contract (the “Cure Payments”), and (d) granting related relief, all as more fully set forth in the Motion; and this Court having entered the *Order (A) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Assets of the Debtors’ Nine West, Bandolino, and Associated Brands, and (B) Granting Related Relief* [Docket No. 223] (the “Bidding Procedures Order”); and the Debtors having conducted an auction (the “Auction”) for the Purchased Assets; and the Debtors having determined that the Purchaser has submitted the highest or otherwise best bid for the Purchased Assets and determined that the Purchaser is the Successful Bidder and that DSW Inc. is the Back-Up Bidder (as defined in the bidding procedures approved by the Bidding Procedures Order, as subsequently modified from time to time with the consent of the Consultation Parties, the “Bidding Procedures”), in accordance with the Bidding Procedures; and the Court having conducted a hearing on the Motion (the “Sale Hearing”), at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered the Motion, the APA, and any and all objections to the Sale and the APA filed in accordance with the Bidding Procedures Order; and the Court having heard statements of counsel and the evidence presented in support of the relief requested in the Motion at the Sale Hearing; and it appearing that due notice of the Motion, the APA, and the Bidding Procedures Order has been provided; and it appearing that the relief requested in the Motion is in the best interests of the

Debtors, their estates, their stakeholders, and all other parties in interest; and it appearing that the Court has jurisdiction over this matter; and it appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation,

THE COURT HEREBY FINDS AS FOLLOWS:

Jurisdiction, Venue, and Final Order

A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Federal Rule of Civil Procedure 54(b), as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and expressly directs entry of judgment as set forth herein.

C. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Notice of the Sale, APA, Sale Hearing, Auction, and the Cure Payments

D. As evidenced by the affidavits of service previously filed with this Court, proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the APA, and the Sale has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and

Bankruptcy Rules 2002, 6004, 6006, and 9014. The Debtors have complied with all obligations to provide notice of the Motion, the Sale Hearing, the APA, and the Sale as required by the Bidding Procedures Order. The foregoing notice was good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Auction, the Sale Hearing, the APA, or the Sale is required.

E. A reasonable opportunity to object or to be heard regarding the relief requested in the Motion was afforded to all interested persons and entities.

F. In accordance with the Bidding Procedures Order, the Debtors have served a notice of their intent to assume and assign the Assigned Contracts and of the Cure Payments upon each counterparty to an Assigned Contract. The service and provision of such notice was good, sufficient, and appropriate under the circumstances and no further notice need be given in respect of assumption and assignment of the Assigned Contracts or establishing a Cure Payment for the respective Assigned Contracts. Counterparties to the Assigned Contracts have had an adequate opportunity to object to assumption and assignment of the applicable Assigned Contracts and the Cure Payments set forth in the notice (including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the counterparty from accepting performance by, or rendering performance to, the Successful Bidder for purposes of section 365(c)(1) of the Bankruptcy Code). All objections, responses, or requests for adequate assurance, if any, have been resolved, overruled, or denied, as applicable.

Highest and Best Offer

G. As demonstrated by the evidence proffered or adduced at the Sale Hearing and the representations of counsel made on the record at the Sale Hearing, the Debtors conducted a sale process in accordance with, and have, along with the Successful Bidder, complied in all respects with, the Bidding Procedures Order. The sale process set forth in the Bidding Procedures Order

afforded a full, fair, and reasonable opportunity for any interested party to make a higher or otherwise better offer to purchase the Purchased Assets and assume the Assumed Liabilities.

H. (i) The Debtors and their advisors engaged in a robust and extensive marketing and sale process, both prior to the commencement of these chapter 11 cases and through the postpetition sale process in accordance with the Bidding Procedures Order and the sound exercise of the Debtors' business judgment; (ii) the Debtors conducted a fair and open sale process; (iii) the sale process, the Bidding Procedures, and the Auction were non-collusive, duly noticed, and provided a full, fair, reasonable, and adequate opportunity for any entity that either expressed an interest in acquiring the Purchased Assets, or who the Debtors believed may have had an interest in acquiring the Purchased Assets, to make an offer to purchase the Debtors' assets, including, without limitation the Purchased Assets; (iv) the Debtors and the Successful Bidder have negotiated and undertaken their roles leading to the entry into the APA in a diligent, non-collusive, fair, reasonable, and good faith manner; and (v) the sale process conducted by the Debtors pursuant to the Bidding Procedures Order and the Bidding Procedures resulted in the highest or otherwise best value for the Purchased Assets for the Debtors and their estates, was in the best interest of the Debtors, their creditors, and all parties in interest, and any other transaction would not have yielded as favorable a result. There is no legal or equitable reason to delay entry into the APA and the transactions contemplated therein.

I. The Debtors have also determined, in a valid and sound exercise of their business judgment and in consultation with their advisors and the Consultation Parties, that the next highest or otherwise best Qualified Bid (as defined in the Bidding Procedures) (the "Designated Back-Up Bid") for all or substantially all of the assets related to the Nine West, Bandolino, and associated brands was that of DSW Inc. (the "Designated Back-Up Bidder").

J. Approval of the Motion and the APA, and the consummation of the Sale contemplated thereby, is in the best interests of the Debtors, their respective creditors, estates, and other parties in interest. The Debtors have demonstrated good, sufficient, and sound business reasons and justifications for entering into the Sale and the performance of their obligations under the APA.

K. The Purchase Price for the Purchased Assets shall be allocated, as between Term Priority Collateral (as defined in that certain Intercreditor Agreement, dated as of April 8, 2014, by and between Wells Fargo Bank, N.A., as ABL Agent, and Morgan Stanley Senior Funding, Inc., as Term Agent (the "Intercreditor Agreement")) and ABL Priority Collateral (as defined in the Intercreditor Agreement) as follows: \$263 million of the Purchase Price shall be in respect of the purchase of the portion of the Purchased Assets constituting Term Priority Collateral (the "Term Priority Proceeds"), and the remainder of the Purchase Price shall be in respect of the purchase of the portion of the Purchased Assets constituting ABL Priority Collateral (the "ABL Priority Proceeds").

L. The consummation of the Sale outside a plan of reorganization pursuant to the APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a plan of reorganization or liquidation for the Debtors.

M. Entry of an order approving the APA and all the provisions thereof is a necessary condition precedent to Successful Bidder's consummation of the Sale, as set forth in the APA.

Good Faith of Successful Bidder

N. The consideration to be paid by the Successful Bidder under the APA was negotiated at arm's-length, in good faith and without collusion pursuant to section 363(m) of the Bankruptcy Code and constitutes (i) fair and reasonable consideration for the Purchased Assets, and (ii) reasonably equivalent value and fair and adequate consideration for the Purchased Assets.

The terms and conditions set forth in the APA are fair and reasonable under the circumstances and were not entered into for the purpose of, nor do they have the effect of, hindering, delaying, or defrauding the Debtors or their creditors under any applicable laws.

O. The Debtors, Successful Bidder, and each of their respective management, boards of directors, members, officers, directors, employees, agents, and representatives, acted in good faith. The APA, and each of the transactions contemplated therein, were negotiated, proposed, and entered into by the Debtors and Successful Bidder in good faith, without collusion or fraud, and from arm's-length bargaining positions. The Successful Bidder is a "good faith purchaser" within the meaning of sections 363(m) and 364(e) of the Bankruptcy Code, and, as such, is entitled to all the protections afforded thereby.

No Fraudulent Transfer

P. The consideration provided by the Successful Bidder pursuant to the APA for its purchase of the Purchased Assets and the assumption of the Assumed Liabilities constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, and under the laws of the United States, any state, territory, possession, or the District of Columbia.

Q. The Successful Bidder is not a continuation of the Debtors or their respective estates and the Successful Bidder is not holding itself out to the public as a continuation of the Debtors or their respective estates and the Sale does not amount to a consolidation, merger, or de facto merger of the Successful Bidder and the Debtors.

Validity of Transfer

R. Each Debtors' board of directors or managing members, as applicable, has authorized the execution and delivery of the APA and the Sale of the Purchased Assets to the Successful Bidder. The Debtors and their affiliates (i) have full corporate power and authority to

execute and deliver the APA and all other documents contemplated thereby, as applicable, (ii) have all of the power and authority necessary to consummate the Sale, and (iii) have taken all action necessary to authorize and approve the APA and to consummate the Sale, and no further consents or approvals are required for the Debtors to consummate the transactions contemplated by the APA, except as otherwise set forth in the APA. The Purchased Assets constitute property of the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code and title thereto is presently vested in the Debtors' estates.

Section 363(f) Is Satisfied

S. The Sale of the Purchased Assets to the Successful Bidder and the assumption and assignment to the Successful Bidder of the Assigned Contracts under the terms of the APA meets the applicable provisions of section 363(f) of the Bankruptcy Code such that the Sale of the Purchased Assets will be free and clear of any and all liens, claims, interests, and encumbrances, and will not subject the Successful Bidder to any liability for any liens, claims, interests, and encumbrances whatsoever (including, without limitation, under any theory of equitable law, antitrust, or successor or transferee liability), except as expressly provided in the APA with respect to the Assumed Liabilities (as defined in the APA). All holders of liens, claims, interests, and encumbrances who did not object, or withdrew their objections to the Sale, are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code, and all holders of liens, claims, interests, and encumbrances are adequately protected—thus satisfying section 363(e) of the Bankruptcy Code—by having their liens, claims, interests, and encumbrances, if any, attach to the proceeds of the Sale ultimately attributable to the property against or in which they assert liens, claims, interests, and encumbrances, or other specifically dedicated funds, in the same order of priority and with the same validity, force, and effect that such holder had prior to the Sale, subject to any rights, claims, and defenses of the Debtors or their estates, as applicable.

T. The transfer of the Purchased Assets to the Successful Bidder under the APA will be a legal, valid, and effective transfer of all of the legal, equitable, and beneficial right, title, and interest in and to the Purchased Assets free and clear of all liens, claims, interests, and encumbrances. The Debtors may sell their interests in the Purchased Assets free and clear of all liens, claims, interests, and encumbrances because, in each case, one or more of the standards set forth in section 363(f) has been satisfied.

Assumption and Assignment of the Assigned Contracts

U. The assumption and assignment of the Assigned Contracts pursuant to the terms of this Sale Order are integral to the APA, are in the best interests of the Debtors and their respective estates, creditors, and other parties in interest, and represent the reasonable exercise of sound and prudent business judgment by the Debtors.

V. The Debtors have met all requirements of section 365(b) of the Bankruptcy Code for each of the Assigned Contracts. The Successful Bidder and/or the Debtor has (i) cured and/or provided adequate assurance of cure of any default existing prior to the Closing under all of the Assigned Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, and (ii) provided compensation or adequate assurance of compensation to any counterparty for actual pecuniary loss to such party resulting from a default prior to the Closing under any of the Assigned Contracts, and (iii) provided adequate assurance of future performance, all within the meaning of sections 365(b)(1)(B) and (C) of the Bankruptcy Code.

W. Based on the record of the Sale Hearing, and for the reasons stated on the record at the Sale Hearing, the sale of the Purchased Assets must be approved and consummated promptly to preserve the value of the Purchased Assets. Time, therefore, is of the essence in effectuating the APA. As such, the Debtors and the Successful Bidder intent to close the sale of the Purchased Assets as soon as reasonably practicable. The Debtors have demonstrated compelling

circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the APA. Accordingly, there is sufficient cause to waive the stay provided in the Bankruptcy Rules 6004(h) and 6006(d).

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

General Provisions

1. The Motion is GRANTED to the extent set forth herein.
2. All objections to or reservation of rights with respect to the Motion or the relief requested therein that have not been withdrawn or resolved are overruled. All persons and entities who did not object or withdraw their objections to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.
3. The APA and all other ancillary documents, including, but not limited to, the Transition Services Agreement attached to the APA and the Consent and Co-Existence Agreement, and all terms and conditions thereof, are hereby approved.
4. The Designated Back-Up Bidder is hereby approved as the Back-Up Bidder (as defined in the Bidding Procedures), and the Designated Back-Up Bid is hereby approved and authorized as the Back-Up Bid (as defined in the Bidding Procedures). To the extent necessary, the terms and conditions of the Back-Up Bid will be fully determined and approved at a later date pursuant to a separate sale order consistent with the terms of the Back-Up Bid.

Transfer of the Purchased Assets as set forth in the APA

5. The Debtors are authorized to (a) take any and all actions necessary or appropriate to perform, consummate, implement, and close the Sale in accordance with the terms and conditions set forth in the APA and this Sale Order, (b) assume and assign any and all Assigned Contracts, and (c) take all further actions and execute and deliver the APA and any and all additional instruments and documents that may be necessary or appropriate to implement the APA

and consummate the Sale in accordance with the terms thereof, all without further order of the Court.

6. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with, or which would be inconsistent with, the ability of the Debtors to transfer the Purchased Assets to the Successful Bidder in accordance with the APA and this Sale Order.

7. At Closing, all of the Debtors' right, title, and interest in and to, and possession of, the Purchased Assets shall be immediately vested in the Successful Bidder pursuant to sections 105(a), 363(b), 363(f), and 365 of the Bankruptcy Code. Such transfer shall constitute a legal, valid, binding, and effective transfer of the Purchased Assets. All persons or entities, presently or on or after the Closing, in possession of some or all of the Purchased Assets, are directed to surrender possession of any and all portions of the Purchased Assets to the Successful Bidder or its respective designees on the Closing or at such time thereafter as the Successful Bidder may request.

8. This Sale Order (a) shall be effective as a determination that, as of the Closing, (i) no claims other than Assumed Liabilities will be assertable against the Successful Bidder or any of its respective assets, (ii) the Purchased Assets shall have been transferred to the Successful Bidder free and clear of all liens, claims, interests, and encumbrances, and (iii) the conveyances described herein have been effected, and (b) is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks, or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal 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 lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA. The Purchased Assets are sold free and clear of any reclamation rights. All liens, claims, interests, and encumbrances on the Purchased Assets shall attach to the proceeds of the Sale ultimately attributable to the property against which such liens, claims, interests, and encumbrances applied or other specifically dedicated funds, in the same order of priority and with the same validity, force, and effect that such liens, claims, interests, and encumbrances applied prior to the Sale, subject to any rights, claims, and defenses of the Debtors or their estates, as applicable, or as otherwise provided herein. Immediately upon receipt by the Debtors, the ABL Priority Proceeds shall be distributed by the Debtors to the DIP ABL Agent, on behalf of the DIP ABL Lenders, to satisfy in part the outstanding obligations under the DIP ABL Facility (as defined in the Debtors' interim postpetition financing order [Docket No. 80], and any final order entered by the Court with respect thereto, together, the "DIP Orders"), and the Term Priority Proceeds shall be distributed by the Debtors to the Prepetition Secured Term Loan Agent, on behalf of the Prepetition Term Loan Lenders, to satisfy in part the outstanding obligations under the Prepetition Secured TL Facility; *provided, however*, that the distribution of proceeds to the Prepetition Secured Term Loan Agent or an escrow agent selected by the Prepetition Secured Term Loan Agent, on behalf of the Prepetition Term Loan Lenders, (x) shall be subject in all respects to the terms of the DIP Orders (including any requirement in the Final DIP Order that the Prepetition Term Loan Lenders provide a certification in the form attached thereto, as a condition to receiving any Term Priority Proceeds),

(y) shall be without prejudice to any applicable rights of the Debtors, the Creditors' Committee, or any other party in interest during the Challenge Period (as defined in the DIP Orders) with respect to the Prepetition Secured TL Facility, and (z) the receipt of any Term Priority Proceeds shall be subject to any and all appropriate remedies (including, without limitation, disgorgement) that may be ordered by a court of competent jurisdiction. Notwithstanding anything to the contrary herein, including any payment of the ABL Priority Proceeds and/or Term Priority Proceeds by one Debtor by or on behalf of any other Debtor, all parties reserve all rights with respect to the allocation of ABL Priority Proceeds and Term Priority Proceeds between the Debtors, including whether such allocation should cause such proceeds to be deemed to be received or paid by any Debtor, or will result in or should be deemed to give rise to any intercompany claims, including under the Cash Management Order(s), or give rise to any rights or claims of subrogation, contribution, or reimbursement that any Debtor may have against another Debtor. Resolution of such issues shall be subject to further order of the Court, which order may be an order confirming a chapter 11 plan. In the event of a conflict between this paragraph and the DIP Orders, the DIP Orders shall control.

9. Except as otherwise provided in the APA, all persons and entities (and their respective successors and assigns), including, but not limited to, all debt security holders, equity security holders, affiliates, governmental, tax, and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants, and other creditors holding claims arising under or out of, in connection with, or in any way relating to, the Debtors, the Purchased Assets, and the ownership, Sale, or operation of the Purchased Assets prior to Closing or the transfer of the Purchased Assets to the Successful Bidder, are hereby forever barred, estopped, and permanently enjoined from asserting such claims against the Successful Bidder, its property, or

the Purchased Assets. Following the Closing, no holder of any claim or interest shall interfere with the Successful Bidder's title to or use and enjoyment of the Purchased Assets based on or related to any such claim or interest, or based on any action the Debtor may take in their chapter 11 cases.

10. If any person or entity that has filed financing statements, mortgages, mechanic's claims, lis pendens, or other documents or agreements evidencing claims against or in the Debtors or the Purchased Assets shall not have delivered to the Debtors prior to the Closing of the Sale, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all claims that the person or entity has with respect to the Debtors or the Purchased Assets or otherwise, then only with regard to the Purchased Assets that are purchased by the Successful Bidder pursuant to the APA and this Sale Order, and subject to the receipt of the ABL Priority Proceeds, in the case of the DIP ABL Agent, and the Term Priority Proceeds, in the case of the Prepetition Term Loan Agent, (a) the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Purchased Assets, (b) the Successful Bidder is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims, interests, and encumbrances against the Successful Bidder and the Purchased Assets, and (c) upon consummation of the Sale, the Successful Bidder may seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of all claims and liens that are extinguished or otherwise released pursuant to this Sale Order under section 363 of the Bankruptcy Code, and any other provisions of the Bankruptcy Code, with respect to the Purchased Assets. This Sale Order is deemed to be in recordable form

sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office. Notwithstanding the foregoing, the provisions of this Sale Order authorizing the Sale and assignment of the Purchased Assets free and clear of claims and liens shall be self-executing, subject to the receipt of the ABL Priority Proceeds, in the case of the DIP ABL Agent, and the Term Priority Proceeds, in the case of the Prepetition Term Loan Agent, and neither the Debtors nor the Successful Bidder shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Sale Order.

No Successor or Transferee Liability

11. The Successful Bidder, any of its affiliates, members, officers, directors, shareholders, or any of their respective successors and assigns (each such entity individually and taken together, the “Successful Bidder Group”) shall not be deemed, as a result of any action taken in connection with the APA, the consummation of the Sale contemplated by the APA, or the transfer, operation, or use of the Purchased Assets to (a) be a legal successor, or otherwise be deemed a successor to the Debtors (other than, for the Successful Bidder, with respect to any obligations as an assignee under the Assigned Contracts arising after the Closing), (b) have, de facto or otherwise, merged with or into the Debtors, or (c) be an alter ego or a mere continuation or substantial continuation of the Debtors or the enterprise of the Debtors including, without limitation, within the meaning of any foreign, federal, state, or local revenue law, pension law, ERISA, tax law, labor law, products liability law, employment law, environmental law, or other law, rule, or regulation (including without limitation filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors’ liability under such law, rule, or regulation.

12. The Successful Bidder shall not have any responsibility for (a) any liability or other obligation of the Debtors or related to the Purchased Assets other than as expressly set forth in the APA or (b) any claims against the Debtors or any of their predecessors or affiliates. Except as expressly provided in the APA with respect to the Successful Bidder, the Successful Bidder shall have no liability whatsoever with respect to the Debtors' (or their predecessors' or affiliates') respective businesses or operations or any of the Debtors' (or their predecessors' or affiliates') obligations (as defined herein, "Successor or Transferee Liability") based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of antitrust, environmental, successor, or transferee liability, de facto merger or substantial continuity, labor and employment or products liability, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the Purchased Assets prior to the Closing. Except to the extent expressly included in the Assumed Liabilities with respect to the Successful Bidder, the Successful Bidder shall have no liability or obligation under (a) the WARN Act (29 U.S.C. §§ 2101 et seq.), (b) the Comprehensive Environmental Response Compensation and Liability Act, (c) the Age Discrimination and Employment Act of 1967 (as amended), (d) the Federal Rehabilitation Act of 1973 (as amended), (e) the National Labor Relations Act, 29 U.S.C. § 151 *et seq.* (the "NLRA"), or (f) any foreign, federal, state, or local labor, employment (including any rights under any pension, multiemployer plan (as such term is defined in Section 3(37), or Section 4001(a)(3) of the Employee Retirement Income Security Act of 1974, health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the

Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability)) or environmental law, by virtue of the Successful Bidder's purchase of the Purchased Assets or assumption of the Assumed Liabilities. Without limiting the foregoing, the Successful Bidder Group shall have no liability or obligation with respect to any environmental liabilities of the Debtors or any environmental liabilities associated with the Purchase Assets except to the extent they are Assumed Liabilities set forth in the APA. The Successful Bidder shall have no liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the Purchased Assets prior to the Closing.

13. Effective upon the Closing, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Successful Bidder, or its assets (including the Purchased Assets), with respect to any (a) claim or (b) Successor or Transferee Liability including, without limitation, the following actions with respect to clauses (a) and (b): (i) commencing or continuing any action or other proceeding pending or threatened; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any lien, claim, interest, or encumbrance; (iv) asserting any setoff, right of subrogation, or recoupment of any kind; (v) commencing or continuing any action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Sale Order or other orders of this Court, or the agreements or actions contemplated or taken in respect hereof; or (vi) revoking, terminating, failing, or refusing to renew any license, permit, or authorization to operate any business in connection with the Purchased Assets or conduct any of the businesses operated with respect to such assets.

Good Faith of Purchaser

14. The Sale contemplated by the APA is undertaken by the Successful Bidder without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, 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 (including the assumption and assignment of the Assigned Contracts), unless such authorization and consummation of such Sale are duly and properly stayed pending such appeal.

15. Neither the Debtors nor the Successful Bidder have engaged in any action or inaction that would cause or permit the Sale to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code. The consideration provided by the Successful Bidder for the Purchased Assets under the APA is fair and reasonable and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

Assumption and Assignment of Assigned Contracts

16. The Debtors are authorized and directed at the Closing to assume and assign each of the Assigned Contracts to the Successful Bidder pursuant to sections 105(a) and 365 of the Bankruptcy Code and to execute and deliver to the Successful Bidder such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts to the Successful Bidder. The payment of the applicable Cure Payments (if any) shall (a) effect a cure of all defaults existing thereunder as of the Closing, (b) compensate for any actual pecuniary loss to such counterparty resulting from such default, and (c) together with the assumption of the Assigned Contracts by the Debtors and the assignment of the Assigned Contracts to the Successful Bidder, constitute adequate assurance of future performance thereof.

17. Pursuant to section 365(f) of the Bankruptcy Code, subject to the payment of the applicable Cure Payments, the Assigned Contracts to be assumed and assigned under the APA

shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Successful Bidder notwithstanding any provision in the contracts or other restrictions prohibiting their assignment or transfer. Any provisions in any Assigned Contract that prohibit or condition the assignment of such Assigned Contract to the Successful Bidder or allow the counterparty to such Assigned Contract to terminate, recapture, impose any penalty, condition on renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract to the Successful Bidder, constitute unenforceable anti-assignment provisions that are void and of no force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Successful Bidder of the Assigned Contracts have been satisfied. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Successful Bidder shall be fully and irrevocably vested with all right, title, and interest of the Debtors under the Assigned Contracts, and such Assigned Contracts shall remain in full force and effect for the benefit of the Successful Bidder. Each counterparty to the Assigned Contracts shall be forever barred, estopped, and permanently enjoined from (a) asserting against the Debtors or the Successful Bidder or their respective property any assignment fee, acceleration, default, breach or claim or pecuniary loss, or condition to assignment existing, arising or accruing as of the Closing or arising by reason of the Closing, including any breach related to or arising out of change-in-control provisions in such Assigned Contracts, or any purported written or oral modification to the Assigned Contracts and (b) asserting against the Successful Bidder (or its property, including the Purchased Assets) any claim, counterclaim, defense, breach, condition, setoff asserted, or assertable against the Debtors existing as of the Closing or arising by reason of the Closing except for the Assumed Liabilities.

18. Upon the Closing and the payment of the relevant Cure Payments, if any, the Successful Bidder shall be deemed to be substituted for the Debtors as a party to the applicable Assigned Contracts and the Debtors shall be released, pursuant to section 365(k) of the Bankruptcy Code, from any liability under the Assigned Contracts. There shall be no rent accelerations, assignment fees, increases, or any other fees charged to the Successful Bidder or the Debtors as a result of the assumption and assignment of the Assigned Contracts. The failure of the Debtors or the Successful Bidder to enforce at any time one or more terms or conditions of any Assigned Contract or Assigned Lease shall not be a waiver of such terms or conditions or of the right of the Debtors or the Successful Bidder, as the case may be, to enforce every term and condition of such Assigned Contract. The validity of the assumption and assignment of any Assigned Contract to the Successful Bidder shall not be affected by any existing dispute between the Debtors and any counterparty to such Assigned Contract. Any party that may have had the right to consent to the assignment of any Assigned Contract is deemed to have consented for the purposes of section 365(e)(2)(A)(ii) of the Bankruptcy Code.

19. All defaults or other obligations of the Debtors under the Assigned Contracts arising or accruing after the Sale Objection Deadline and prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured on the Closing, or as soon thereafter as reasonably practicable.

20. The assignments of each of the Assigned Contracts are made in good faith under sections 363(b) and (m) of the Bankruptcy Code.

Other Provisions

21. To the maximum extent permitted by applicable law, and in accordance with the APA, the Successful Bidder shall be authorized, as of the Closing, to operate under any license, permit, registration, and governmental authorization or approval (collectively, the "Licenses") of

the Debtors with respect to the Purchased Assets. To the extent the Successful Bidder cannot operate under any Licenses in accordance with the previous sentence, such Licenses shall be in effect while the Successful Bidder, with assistance from the Debtors, works promptly and diligently to apply for and secure all necessary government approvals for new issuance of Licenses to the Successful Bidder. The Debtors shall maintain the Licenses in good standing to the fullest extent allowed by applicable law for the Successful Bidder's benefit until equivalent new Licenses are issued to the Successful Bidder.

22. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or License relating to the Purchased Assets sold, transferred, or conveyed to the Successful Bidder on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale contemplated by the APA.

23. The Successful Bidder shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the APA or any other Sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence, *provided, however*, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

24. The terms and provisions of the APA and this Sale Order shall be binding in all respects upon the Debtors, their affiliates, their estates, all creditors of (whether known or unknown) and holders of equity interests in any Debtor, any holders of claims against or on all or any portion of the Purchased Assets, all counterparties to the Assigned Contracts, the Successful Bidder, and all of their respective successors and assigns including, but not limited to, any subsequent trustee(s), examiner(s), or receiver(s) appointed in any of the Debtors' chapter 11 cases

or upon conversion to Chapter 7 under the Bankruptcy Code, as to which trustee(s), examiner(s), or receiver(s) such terms and provisions likewise shall be binding. The APA shall not be subject to rejection or avoidance by the Debtors, their estates, their creditors, their shareholders, or any trustee(s), examiner(s), or receiver(s).

25. Each and every federal, state, and local governmental agency, department, or official is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA.

26. The APA and the Sale contemplated hereunder shall not be subject to any bulk sales laws or any similar law of any state or jurisdiction.

27. The APA may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment, or supplement does not, based on the Debtors' business judgment, and in consultation with the Consultation Parties, have a material or an adverse effect on the Debtors' estates or their creditors. The Debtors shall provide the Consultation Parties with prior notice of any such modification, amendment, or supplement of the APA. For the avoidance of doubt, all other modifications, amendments, or supplements that have a material or an adverse effect on the Debtors' estates or their creditors shall require Court approval and the reasonable consent of the DIP ABL Agent, the Requisite Consenting Unsecured TL Lenders, the Secured Lender Group, and the Creditors' Committee.

28. For the avoidance of doubt, nothing herein shall modify, alter, impair, or otherwise affect any of the provisions of the DIP Order or the DIP Documents, or the rights or remedies of the DIP Agents or the DIP Lenders under the DIP Documents (each as defined in the DIP Order) except with respect to the Purchased Assets.

29. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

30. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, and 9014 or otherwise, the terms and conditions of this Sale Order shall be effective immediately upon entry and the Debtors and the Successful Bidder are authorized to close the Sale immediately upon entry of this Sale Order.

31. To the extent there is any conflict between the terms of this Sale Order and the APA, the terms of this Sale Order shall control. Nothing contained in any chapter 11 plan hereinafter confirmed in these chapter 11 cases or any order confirming such chapter 11 plan, or any other order of the Court, shall conflict with or derogate from the provisions of the APA or the terms of this Sale Order.

32. The Court shall retain exclusive jurisdiction with respect to the terms and provisions of this Sale Order and the APA.

New York, New York
Dated: June 18, 2018

/S/ Shelley C. Chapman
HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE