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U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

102216382

**TO: Director, U.S. Patent & Trademark Office, Box Assignments, Washington, D.C. 20231**  
**Please record the attached original document(s) or copy(ies).**

**SUBMISSION TYPE**

☒ New  
☐ Resubmission (Non-Recordation) *19-05-02*  
Document ID# \_\_\_\_\_  
☐ Correction of PTO Error  
Reel # \_\_\_\_\_ Frame# \_\_\_\_\_  
☐ Corrective Document  
Reel # \_\_\_\_\_ Frame# \_\_\_\_\_

**CONVEYANCE TYPE**

☐ Assignment ☐ Security Agreement  
☐ License ☐ Change of Name  
☐ Merger ☒ Other - Court Order -  
United States Bankruptcy  
Court, Western District of  
Wisconsin

**CONVEYING PARTY(IES):** (Last name first)

DEC International, Inc.

Execution Date  
December 20, 2001

Mark if additional names of conveying parties attached ☐

**RECEIVING PARTY:**

Name: Sani-Matic Systems, Inc.  
Address: 1915 Stoughton Road  
City: Madison  
State: Wisconsin  
Zip Code: 53708

Mark if additional names of receiving parties attached ☐

**APPLICATION NUMBER(S) OR PATENT NUMBER(S)**

Mark if additional numbers attached ☐

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named inventor: 00/00/00

**Patent Application Number(s):****Patent Number(s):**

5,392,797; 5,398,733; 5,603,826; 5,778,907; 5,807,427

**TOTAL NUMBER OF PROPERTIES:** Enter the total number of properties involved: Five

**PATENT COOPERATION TREATY (PCT):**

Enter PCT application number only if a U.S. Application Number has not been assigned:

**NUMBER OF PAGES:**

Enter the total number of pages contained in the conveyance document including any attachment(s). DO NOT include the Recordation Form Cover Sheet pages in this total.

Seventeen

**CORRESPONDENT NAME AND ADDRESS:**

Wood, Phillips, Katz, Clark & Mortimer  
Citicorp Center, Suite 3800  
500 West Madison Street  
Chicago, Illinois 60661-2511  
(312) 876-1800

**FEE AMOUNT:**

Total Fee (37 CFR 3.41) \$200.00

☒ Enclosed  
☐ Charge to Deposit Account 23-0785  
☒ The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account 23-0785.

**STATEMENT AND SIGNATURE**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as herein indicated.

Allen J. Hoover

Name of Person Signing

*Allen J. Hoover*  
Signature

September 5, 2002  
Date

**PATENT****REEL: 013248 FRAME: 0960**

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WISCONSIN

FILED/REC'D  
01 DEC 20 AM 10:34

In re	)	Chapter 11	CLERK, U.S. BANKRUPTCY COURT
	)		
DEC INTERNATIONAL, INC., <u>et al.</u> ,	)	Case No. 01-34752	WD OF WI CASE NO. _____
	)	Jointly Administered	
Debtors.	)		
	)	Hon. Robert D. Martin	

**ORDER AUTHORIZING (I) SALE OF CERTAIN ASSETS FREE AND  
CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES, (II) ASSUMPTION  
AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES, AND (III) ASSUMPTION OF CERTAIN LIABILITIES**

Upon the motion dated November 15, 2001 (the "Sale Motion")<sup>1</sup> of DEC International Inc. ("DEC"), RapidPak, Inc. ("RapidPak," and with DEC, "Sellers") and Select Products, Inc., debtors and debtors in possession in the above-captioned case (collectively, "Debtors"), for, inter alia, entry of an order (this "Sale Order") under sections 105(a), 363, 365, and 1146(c) of title 11, U.S. Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), and Rules 2002, 6004, 6006, and 9014, Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), authorizing (i) Sellers' sale (the "Sale") of substantially all of the assets (the "Subject Assets") related to the businesses (the "Subject Businesses") of Alkar, Sani-Matic and RapidPak, pursuant to and as described in the asset purchase agreement dated November 14, 2001 (as amended by that certain amendment dated December 19, 2001, and as otherwise amended from time-to-time, the "Agreement"),<sup>2</sup> between Sellers and Facilitator Capital Fund ("Purchaser"), (ii) Seller' assumption and

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion or the Agreement, as the case may be; as to any conflicts with respect to such terms, the meanings contained in the Agreement shall control over those in the Motion.

<sup>2</sup> A copy of the Agreement, without exhibits, schedules and attachments, is annexed hereto as Exhibit A; the exhibits, schedules and attachments have been filed under seal and are incorporated herein by reference.

assignment to Purchaser of certain executory contracts and unexpired leases (the "Assumed Contracts"), pursuant to and as described in the Agreement, and (iii) the assumption by Purchaser of certain liabilities of Sellers (the "Assumed Liabilities"), pursuant to and as described in the Agreement; and the Court having entered an order on November 20, 2001 (the "Bidding Procedures Order") approving (i) the Bidding Procedures, (ii) the form and manner of notice of the Sale and the Sale Hearing (as hereinafter defined), (iii) the form and manner of notice of the assumption and assignment of Assumed Contracts and (iv) the Bid Protections; and a hearing on the Sale Motion having been held on December <sup>20</sup>~~14~~, 2001 (the "Sale Hearing"), at which time all interested parties were offered an opportunity to be heard with respect to the Sale Motion; and the Court having reviewed and considered (i) the Sale Motion, (ii) the objections thereto, if any, (iii) the arguments of counsel made, and the evidence proffered or adduced at the Sale Hearing; and it appearing that the relief requested is in the best interests of Debtors, the estates, creditors and other parties in interest; and upon the record of the Sale Hearing; and after due deliberation thereon; and good cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:<sup>3</sup>

A. The Court's exercise of jurisdiction over the Sale Motion and the transactions contemplated by the Agreement is proper pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A)(N). Venue of these cases and the Sale Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought are sections 105, 363 and 365 and 1146(c) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014.

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<sup>3</sup> Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

C. As evidenced by the affidavits of service and publication filed with the Court, and based on the representations of counsel at the Hearing, (i) proper, timely, adequate and sufficient notice of the Sale Motion, the Sale Hearing, the Sale, and the assumption and assignment of the Assumed Contracts has been provided in accordance with sections 102(I), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 9014 and in compliance with the Bidding Procedures Order, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Sale Motion, the Sale Hearing, the Sale, or the assumption and assignment of the Assumed Contracts is or shall be required.

D. As demonstrated by (i) the evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made at the Sale Hearing, Debtors have marketed the Subject Businesses and conducted the sale process in compliance with the Bidding Procedures Order and the Auction was duly noticed and conducted in a non-collusive, fair and good faith manner.

E. Each Seller (i) has full corporate power and authority to execute the Agreement and all other documents contemplated thereby, and the sale of the Subject Assets by Sellers has been duly and validly authorized by all necessary corporate action of each of Sellers; (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Agreement, (iii) has taken all corporate action necessary to authorize and approve the Agreement and the consummation by such Sellers of the transactions contemplated thereby, and (iv) no consents or approvals, other than those expressly provided for in the Agreement, are required for Sellers to consummate such transactions.

F. Approval of the Agreement and consummation of the Sale at this time are in the best interests of Debtors, their creditors, their estates, and other parties in interest.

G. Debtors have demonstrated both (i) good, sufficient, and sound business purpose and justification and (ii) compelling circumstances for the Sale pursuant to section 363(b) of the Bankruptcy Code prior to, and outside of, a plan of reorganization in that, among other things, absent the Sale the value of the Subject Assets and Subject Businesses will be harmed.

H. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested parties, including: (i) all entities known to have expressed an interest in a transaction with respect to the Subject Assets during the past six (6) months; (ii) all entities known to have asserted any liens, claims, encumbrances or interests in or upon the Subject Assets; (iii) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief requested by the Sale Motion; (iv) all non-Debtor parties to the Assumed Contracts; (v) the U.S. Trustee; (vi) the Committee; (vii) the U.S. Attorney's office; (viii) the Internal Revenue Service; and (ix) all parties that have requested notice pursuant to Bankruptcy Rule 2002(m).

I. Purchaser has disclosed that certain members of Sellers' senior management team – including Philip Hinderaker, Larry Hanson and John Jurkowski – have obtained or may obtain equity stakes in Purchaser. Notwithstanding the foregoing, based on evidence presented at the Sale Hearing, Debtors and Purchaser have established that the Agreement was negotiated, proposed and entered into without collusion, in good faith, and from arm's-length bargaining positions. Neither Sellers nor Purchaser have engaged in any conduct that would cause or permit the Agreement to be avoided under section 363(n) of the Bankruptcy Code.

J. Purchaser is a good faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby.

K. After closing (the "Closing") of the Sale, Debtors shall retain a majority of their assets for the purpose of reorganizing their affairs or other disposition in these bankruptcy cases.

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

M. The Sale must be approved and consummated promptly in order to preserve the viability of the Subject Businesses as well as Debtors' other businesses as a going concern.

N. The transfer of the Subject Assets to Purchaser will be a legal, valid, and effective transfer of the Subject Assets, and will vest Purchaser with all right, title, and interest of Sellers to the Subject Assets free and clear of all liens, claims, encumbrances and interests, including but not limited to those (A) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of Sellers' or Purchaser's interest in the Subject Assets, or any similar rights, (B) relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Subject Businesses prior to Closing, and (C)(i) all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership and (ii) all debts arising in any way in connection with any agreements, acts, or failures to act, of any of Debtors or any of Debtors' predecessors or affiliates, claims (as that term is defined in the Bankruptcy Code), obligations,

liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interest and matters of any kind and nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise, including but not limited to claims otherwise arising under doctrines of successor liability to the extent permitted by law (collectively, "Interests").

O. Purchaser would not have entered into the Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting Debtors, their estates, and their creditors, if the sale of the Subject Assets to Purchaser and the assignment of the Assumed Contracts and Assumed Liabilities to Purchaser was not free and clear of all Interests or any kind or nature whatsoever, or if Purchaser would, or in the future could, be liable for any of the interests, including, without limitation, the Excluded Liabilities.

P. Sellers may sell the Subject Assets free and clear of all Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those (i) holders of Interests and (ii) non-debtor parties to Assumed Contracts who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented pursuant section 363(f)(2) of the Bankruptcy Code. Those (i) holders of Interests and (ii) non-debtor parties to Assumed Contracts who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests, if any, attach to the cash proceeds of the Sale ultimately attributable to the property against or in which they claim an Interest.

Q. The sale of the Subject Assets to Purchaser is a prerequisite to Debtors' ability to confirm and consummate a plan or plans of reorganization. The Sale is a sale in contemplation of a plan and, accordingly, a transfer pursuant to section 1146(c) of the Bankruptcy Code, which shall not be taxed under any law imposing a stamp tax or similar tax.

R. Debtors have demonstrated that it is an exercise of their sound business judgment to assume and assign the Assumed Contracts to Purchaser in connection with the consummation of the Sale, and the assumption and assignment of the Assumed Contracts is in the best interests of Debtors, their estates, and their creditors. The Assumed Contracts being assigned to, and the liabilities being assumed by, Purchaser are an integral part of the Subject Businesses being purchased by the Purchaser and, accordingly, such assumption and assignment of Assumed Contracts and liabilities are reasonable, enhance the value of Debtors' estates, and do not constitute unfair discrimination.

S. Debtors have (i) cured, or have provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assumed 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 party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assumed Contracts, with the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and the Purchaser has provided adequate assurance of their future performance of and under the Assumed Contracts, within the meaning of section 365(b)(1)(C) of the Bankruptcy Code.

T. Approval of the Agreement and assumption and assignment of the Assumed Contracts and consummation of the Sale of the Subject Assets at this time are in the best interests of Debtors, their creditors, their estates and other parties in interest.



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

General Provisions

1. The Sale Motion is granted, as further described herein.
2. All objections to the Sale Motion that have not been withdrawn, waived, or settled, and all reservations of rights included therein, hereby are overruled on the merits.

Approval of the Agreement

3. The Agreement, and all of the terms and conditions thereof, is hereby approved.
4. Pursuant to section 363(b) of the Bankruptcy Code, Sellers are authorized to perform their obligations under and comply with the terms of the Agreement, and consummate the Sale, pursuant to and in accordance with the terms and conditions of the Agreement.

5. Sellers are authorized and directed to execute and deliver, and empowered to perform under, consummate and implement, the Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Agreement, and to take all further actions as may be requested by Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to Purchaser or reducing to possession, the Subject Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreement.

6. This Sale Order and the Agreement shall be binding in all respects upon all creditors (whether known or unknown) of any Debtor, all non-debtor parties to the Assumed Contracts, all successors and assigns of Purchaser, Debtors and their affiliates and subsidiaries, and any subsequent trustees appointed in Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code and shall not be subject to rejection. Nothing contained in any confirmed chapter 11 plan or in the order confirming any such chapter 11 plan shall conflict with or derogate from the provisions of the Agreement or this Sale Order.

7. The Agreement and any related agreements, documents, or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court provided such modification is not material.

#### Transfer of Assets

8. Except as expressly permitted or otherwise specifically provided for in the Agreement or this Sale Order, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Subject Assets shall be transferred to Purchaser, and upon consummation of the Agreement shall be, free and clear of all Interests of any kind or nature whatsoever with all such Interests of any kind or nature whatsoever to attach to the net proceeds of the Sale in the order of their priority, with the same validity, force and effect which they now have as against the Subject Assets, subject to any claims and defenses Debtors may possess with respect thereto.

9. Except as expressly permitted or otherwise specifically provided by the Agreement or this Sale Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors, holding Interests of any kind or nature whatsoever against or in Sellers or the Subject Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, Sellers, the Subject Assets, the operation of the Subject Businesses prior to Closing, or the transfer of the Subject Assets to Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting against Purchaser, its successors or assigns, its property, or the Subject Assets, such persons' or entities' Interests.

10. Nothing in the Order or the Agreement shall be construed to release or nullify any liability to any governmental entity under police or regulatory requirements that any entity would be subject to as the owner or operator of property after the date of entry of this Sale Order.

11. The transfer of the Subject Assets to Purchaser pursuant to the Agreement constitutes a legal, valid, and effective transfer of the Subject Assets, and shall vest Purchaser with all right, title, and interest of Sellers in and to the Subject Assets free and clear of all Interests of any kind or nature whatsoever.

12. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Interests in Sellers or the Subject Assets shall not have delivered to Debtors prior to Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests which the person or entity has with respect to Sellers or the Subject Assets or otherwise, then (a) 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 Subject Assets and (b) Purchaser 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 Interests in the Subject Assets of any kind or nature whatsoever.

Assumption and Assignment to  
Purchaser of Assumed Contracts

13. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon Closing of the Sale, Sellers' assumption and assignment to the Purchaser, and Purchaser's assumption on the terms set forth in the Agreement, of the Assumed Contracts is hereby approved, and the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

14. Sellers are hereby authorized and directed in accordance with sections 105(a) and 365 of the Bankruptcy Code to (a) assume and assign to Purchaser, effective upon Closing of the

Sale, the Assumed Contracts free and clear of all Interests of any kind or nature whatsoever and (b) execute and deliver to Purchaser such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts and Assumed Liabilities to Purchaser.

15. With respect to the Assumed Contracts: (a) the Assumed Contracts shall be transferred and assigned to, and following closing of the Sale remain in full force and effect for the benefit of, Purchaser 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, Sellers shall be relieved from any further liability with respect to the Assumed Contracts after such assignment to and assumption by Purchaser; (b) each Assumed Contract is an executory contract of Sellers under section 365 of the Bankruptcy Code; (c) Sellers may assume each Assumed Contract in accordance with section 365 of the Bankruptcy Code; (d) Sellers may assign each Assumed Contract in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assumed Contract that prohibit or condition the assignment of such Assumed Contract or allow the party to such Assumed Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assumed Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (e) all other requirements and conditions under section 363 and 365 of the Bankruptcy Code for the assumption by Sellers and assignment to Purchaser of each Assumed Contract have been satisfied and (f) upon Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, Purchaser shall be fully and irrevocably vested in all right, title and interest of each contract.

16. All defaults or other obligations of Sellers under the Assumed Contracts arising or accruing prior to Closing under the Agreement (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 by Debtors at Closing of the Sale or as soon thereafter as practicable, and Purchaser shall have no liability or obligation arising or accruing prior to the date of Closing, except as otherwise expressly provided in the Agreement.

17. Each non-Debtor party to a Assumed Contract hereby is forever barred, estopped, and permanently enjoined from asserting against Debtors or Purchaser, or the property of either of them, any default existing as of Closing of the Sale.

18. Except as provided in the Agreement or this Sale Order, after Closing, Debtors and their estates shall have no further liabilities or obligations with respect to any assumed liabilities and all holders of such claims are forever barred and estopped from asserting such claims against Debtors, their successors or assigns, their property or their assets or estates.

#### Additional Provisions

19. The consideration provided by Purchaser for the Subject Assets shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

20. The consideration provided by Purchaser for the Subject Assets is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

21. Upon Closing, each of Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its Interests in the Subject Assets, if any, as such Interests may have been recorded or may otherwise exist.

22. This Sale Order (a) shall be effective as a determination that, as of Closing, all Interests of any kind or nature whatsoever existing as to Sellers or the Subject Assets prior to

Closing have been unconditionally released, discharged and terminated (other than surviving obligations under the terms of the Agreement), and that the conveyances described herein have been effected, and (b) shall be binding upon and shall 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, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Subject Assets.

23. Except as otherwise expressly provided in the Agreement, Purchaser shall have no obligation to pay wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any under-funding with respect to any and all pension plans) or any other payment to employees of Sellers; and Purchaser shall have no liability with respect to any collective bargaining agreement, employee pension plan, employee welfare or retention, benefit and/or incentive plan to which any Debtors are a party and relating to the Subject Businesses (including, without limitation, arising from or related to the rejection or other termination of any such agreement), and Purchaser shall in no way be deemed a party to or assignee of any such agreement, and no employee of Purchaser shall be deemed in any way covered by or a party to any such agreement, and all parties to any such agreement are hereby enjoined from asserting against Purchaser any and all claims arising from or relating to such agreement. Any and all notices, if any, required to be given to Sellers' employees pursuant to the Workers Adjustment and Relocation Adjustment Act (the "WARN Act"), or any similar

federal or state law, shall be the sole responsibility and obligation of Sellers and Purchaser shall have no responsibility or liability therefore.

24. Any amounts that become payable by Sellers to Purchaser pursuant to the Agreement (and related agreements executed in connection therewith) (a) shall constitute administrative expenses of Debtors' estate under sections 503(b) and 507(a)(1) of the Bankruptcy Code and (b) shall be paid by Sellers in the time and manner provided for in the Agreement (and such related agreements) without further order of the Court.

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

26. All entities who are presently, or as of Closing may be, in possession of some or all of the Subject Assets are hereby directed to surrender possession to Purchaser at Closing.

27. Except for the Assumed Liabilities or as expressly permitted or otherwise specifically provided for in the Agreement or this Sale Order, Purchaser shall have no liability or responsibility for any liability or other obligation of Sellers arising under or related to the Subject Assets other than for the Assumed Liabilities. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the Agreement, to the extent allowed by law, Purchaser shall not be liable for any claims against Debtors or any of their predecessors or affiliates, and Purchaser shall have no successor or vicarious liabilities of any kind or character including but not limited to any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger, or substantial continuity, whether known or unknown as of Closing, now existing or hereafter arising, whether fixed or contingent, with respect to Debtors or any obligations of Debtors arising prior to Closing, including, but not

limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or relating to the operation of the Subject Businesses prior to Closing.

28. Under no circumstances shall Purchaser be deemed a successor of or to Debtors for any Interest against or in Debtors or the Subject Assets of any kind or nature whatsoever. The sale, transfer, assignment and delivery of the Subject Assets shall not be subject to any Interests, and Interests of any kind or nature whatsoever shall remain with, and continue to be obligations of, Debtors. All persons holding Interests against or in Debtors or the Subject Assets of any kind or nature whatsoever (including but not limited to, Debtors and/or their respective successors, including any trustees thereof, creditors, employees, unions, former employees and shareholders, administrative agencies, governmental units, secretaries of state, federal, state and local officials, maintaining any authority relating to any environmental, health and safety laws, and their respective successors or assigns) shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Interests of any kind or nature whatsoever against Purchaser, its property, its successors and assigns, or the Subject Assets, as an alleged successor or otherwise, with respect to any Interest of any kind or nature whatsoever such person or entity had, has, or may have against or in Debtors, their estates, officers, directors, shareholders, or the Subject Assets. Following Closing, no holder of an Interest in Debtors shall interfere with Purchaser's title to or use and enjoyment of the Subject Assets based on or related to such Interest, or any actions that Debtors may take in these cases.

29. The Court shall retain jurisdiction to enforce and implement the terms and provisions of the Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Subject Assets to Purchaser,



(b) compel delivery of the purchase price or performance of other obligations owed to Sellers, (c) resolve any disputes arising under or related to the Agreement, except as otherwise provided therein, (d) interpret, implement, and enforce the provisions of this Sale Order, and (e) protect Purchaser against (i) any of the Excluded Liabilities or (ii) any Interests in Debtors or the Subject Assets, of any kind or nature whatsoever, attaching to the proceeds of the Sale.

30. The transactions contemplated by the Agreement are undertaken by Purchaser in good faith, as that term is used 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 to Purchaser (including the assumption and assignment of any of the Assumed Contracts), unless such authorization is duly stayed pending such appeal. Purchaser is a purchaser in good faith of the Subject Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

31. The terms and provisions of the Agreement and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, Debtors, their estates, and their creditors, Purchaser, and its respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting Interest in the Subject Assets to be sold to Purchaser pursuant to the Agreement, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

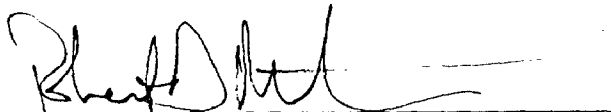
32. The failure specifically to include any particular provisions of the Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

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

~~34. The transfer of the Subject Assets pursuant to the Sale is a transfer pursuant to section 1146(c) of the Bankruptcy Code, and accordingly shall not be taxed under any law imposing a stamp tax or a sale, transfer, or any other similar tax. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transfer of any of the Subject Assets, all without imposition or payment of any stamp tax, transfer tax, or similar tax.~~

35. As provided by Bankruptcy Rules 6004(g) and 6006(d), this Sale Order shall not be stayed for 10 days after entry and shall be effective immediately upon entry.

Dated: Madison, Wisconsin  
December 20, 2001

  
United States Bankruptcy Judge

34. Upon Closing, Sellers are authorized without further order of Court to pay to the lenders the net proceeds of the Sale.