

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Assignment by Bankruptcy Order

CONVEYING PARTY DATA

Name	Execution Date
Assembly Technology & Test, Inc.	06/30/2004
Mid-West Automation Systems, Inc.	06/30/2004
DT Industries, Inc.	06/30/2004
Detroit Tool and Engineering	06/30/2004

RECEIVING PARTY DATA

Name:	Assembly & Test Worldwide, Inc.
Street Address:	313 Mound Street
City:	Dayton
State/Country:	OHIO
Postal Code:	45407

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	5553490
Patent Number:	5417109
Patent Number:	RE34715
Patent Number:	5226311
Patent Number:	5012749
Patent Number:	5469741
Patent Number:	4869300
Patent Number:	6453546
Patent Number:	5070599
Patent Number:	4847988
Patent Number:	6422418
Patent Number:	6651842

PATENT

500021691

REEL: 015703 FRAME: 0686

CH \$520.00 5553490

Patent Number:

6758320

**CORRESPONDENCE DATA**

Fax Number: (314)615-6001

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 314-615-6272

Email: ip@gjn.com

Correspondent Name: Thomas E. Nutter

Address Line 1: 101 South Hanley Road

Address Line 2: Suite 1600

Address Line 4: Saint Louis, MISSOURI 63105

**NAME OF SUBMITTER:**

Thomas E. Nutter

**Total Attachments: 18**

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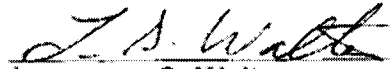
Please note the following extracts from the Bankruptcy Order dated June 30, 2004:

- A. Paragraphs O and P on pages 5-6
- B. Paragraph Q on page 6
- C. Paragraph 9 on pages 9-10
- D. Paragraph 11 on pages 11-12
- E. Paragraph 23 on page 15

This document has been electronically entered in the records of the United States Bankruptcy Court for the Southern District of Ohio.

IT IS SO ORDERED.

Dated: June 30, 2004

  
Lawrence S. Walter  
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION - DAYTON

I certify that this is a  
copy of the original  
filed 6-30-04  
Michael D. Webb  
Clerk of The Bankruptcy Court  
By [Signature] Deputy Clerk  
Issued 2-16-05

In re: ) Chapter 11  
)  
DT INDUSTRIES, INC., et al.,<sup>1</sup> ) Case No. 04-34091  
) (Jointly Administered)  
Debtors. )  
) Honorable Lawrence S. Walter

**ORDER AUTHORIZING AND APPROVING (I) THE SALE OF CERTAIN OF  
THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS AND  
INTERESTS, AND (II) THE ASSUMPTION AND ASSIGNMENT OF  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Upon the motion (the "*Motion*")<sup>2</sup> of DT Industries, Inc. ("*DTI*"), Detroit Tool and Engineering Company, Assembly Technology and Test, Inc. and Advanced Assembly Automation, Inc. (collectively, the "*Debtors*"), pursuant to sections 105(a), 363 and 365 of title 11 of the United States Code (the "*Bankruptcy Code*") and Rules 6006 and 9019 of the Federal

<sup>1</sup> The other debtors and debtors-in-possession include the following: Vanguard Technical Solutions, Inc., Mid-West Automation Enterprises, Inc., Mid-West Automation Systems, Inc., Assembly Technology and Test, Inc., Detroit Tool and Engineering Company, Advanced Assembly Automation, Inc., Assembly Machines, Inc., Hansford Manufacturing Corporation, DTI Leominster Subsidiary, Inc., DTI Pennsylvania Subsidiary, Inc., DTI Massachusetts Subsidiary, Inc., DTI Lebanon Subsidiary, Inc., and DT Resources, Inc.

<sup>2</sup> All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion and, as applicable, the Agreement.

Rules of Bankruptcy Procedure, to approve (i) that certain Asset Purchase Agreement, (the "Agreement," a copy of which is attached hereto as Exhibit A) by and among the Debtors and Assembly and Test Worldwide, Inc. ("Purchaser") dated as of May 12, 2004; the Court having reviewed the Motion; it appearing to the Court that it has core jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b)(2)(A) and (N) and 1334; the Court finding that notice of the Motion was sufficient under the circumstances; the Court having conducted a hearing, reviewed and considered the Agreement, the Motion, any objections to the Motion and the arguments of counsel and the evidence adduced or proffered at the hearing; and the Court being fully advised in the premises and having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested is in the best interest of the Debtors, their respective estates, creditors and other parties in interest; and good cause appearing therefore:

**IT IS HEREBY FOUND AND DETERMINED THAT:<sup>3</sup>**

A. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A) and (N). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are sections 105(a), 363(b), (f), (m), and (n), and 365 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004, 6006 and 9014.

C. Proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing, the Sale, and the assumption and assignment of the Designated Contracts selected for assumption (the "Assumed Contracts") has been provided in accordance with 11 U.S.C. §§ 102(1), 363 and 365 and FED. R. BANKR. P. 2002, 6004, 6006 and 9014 and in compliance with the Procedures

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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.

Order dated May 26, 2004 (the "*Procedures Order*"). Such notice was good and sufficient, and appropriate under the particular circumstances. For good cause shown, no other or further notice of the Motion, the Sale Hearing, the Sale Procedures, the Auction, the Sale, or the assumption and assignment of the Assumed Contracts is or shall be required.

D. The Debtors have marketed the Transferred Assets and conducted the sale process in compliance with the Procedures Order and the Auction was duly noticed and conducted in a non-collusive, fair and good faith manner. Pursuant to the Procedures Order, the Purchaser has been duly determined to have submitted the highest and best Qualified Bid for the Transferred Assets as more fully set forth in the Agreement.

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

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

G. The Debtors have demonstrated both (i) good, sufficient, and sound business purpose and justification and (ii) compelling circumstances exist for the Sale pursuant to 11 U.S.C. § 363(b) prior to, and outside of, a plan, in that, among other things, absent the Sale the value of the Transferred Assets and the Business will be harmed.

H. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including: (i) the Office of the United States Trustee; (ii) counsel for the Purchaser; (iii) all entities known to have expressed an interest in a transaction with respect to the Transferred Assets during the past three months; (iv) all entities known to have asserted any mortgages, licenses, security interests, pledges, liens, charges, Claims (including any Claims that are connected to, or arise from any of the Transferred Assets), judgments, options, rights, voting or other restrictions, rights-of-way, covenants, conditions, easements, encroachments, restrictions, other third-party rights or title defects or encumbrances of any nature whatsoever, whether legal or equitable in nature, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinated and whether contractual, statutory or common law in origin, including any other interest in property, in or upon the Transferred Assets (individually, an "*Interest*" and collectively, the "*Interests*"); (v) all parties to Designated Contracts; (vi) the Official Committee of Unsecured Creditors (the "*Committee*"); and (vii) all entities listed on the Debtors' Master Service List.

I. The Agreement was negotiated, proposed and entered into by the Debtors and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors nor the Purchaser have engaged in any conduct that would cause or permit the Agreement to be avoided under 11 U.S.C. §363(n).

J. The Purchaser is a good faith purchaser within the meaning of 11 U.S.C. § 363(m) and, as such, is entitled to all of the protections afforded thereby.

K. The Purchaser is not an "insider" of any of the Debtors, as that term is defined in 11 U.S.C. §101.

L. The consideration provided by the Purchaser for the Business pursuant to the Agreement (i) is fair and reasonable; (ii) is the highest or otherwise best offer for the Business; (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative; and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law.

M. The sale of the Transferred Assets to the Purchaser is necessary to the Debtors' ability to confirm and consummate a plan or plans in these cases. The Sale is a sale in contemplation of a plan and, accordingly, a transfer pursuant to 11 U.S.C. §1146(c), which shall not be taxed under any law imposing a stamp tax or similar tax.

N. DT Assembly & Test - Europe GmbH, whose outstanding capital stock will be acquired as part of the Transferred Assets, is duly organized and in good standing under the laws of Germany. Such capital stock has been duly authorized, validly issued to the Debtors, fully paid and non-assessable, and constitutes the only capital stock of such subsidiary that is authorized, issued, or outstanding. There are no rights or agreements for the issuance of other capital stock by such subsidiary outstanding.

O. The transfer of the Transferred Assets to the Purchaser will be a legal, valid, and effective transfer of the Transferred Assets, authorized pursuant to the Bankruptcy Code, and will vest the Purchaser with all right, title, and interest of the Debtors to the Transferred Assets free and clear of all Interests, including without limitation any taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtors' businesses prior to the date (the "*Closing Date*") of the consummation of the Asset Purchase Agreement (the "*Closing*"), except for the Permitted Exceptions set forth in the Agreement.

P. The Purchaser shall purchase the Transferred Assets free and clear of all Interests, and liability including without limitation all liens, Claims, encumbrances or other interests



pursuant to 11 U.S.C. § 363. The Purchaser does not constitute a successor-in-interest to the Debtors for any purpose, including successor liability, except as otherwise set forth herein.

Q. The Debtors may sell the Transferred 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 11 U.S.C. § 363(f)(1)-(5) has been satisfied. Those (i) holders of Interests and (ii) non-Debtor parties to executory contracts being assigned which did not object, or who withdrew their objections, to the Motion are deemed to have consented to the relief requested by the Motion pursuant to 11 U.S.C. § 363(f)(2). Those (i) holders of Interests and (ii) non-Debtor parties to executory contracts being assumed and assigned which did object are adequately protected by having their Interests, if any, attach to the proceeds of the Sale ultimately attributable to the property against or in which they claim or may claim an Interest with the same priority that such party had in such property prior to the Sale.

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

S. The Debtors and/or the Purchaser 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 11 U.S.C. §365(b)(1)(A) and (ii) provided compensation or adequate assurance of compensation, to the extent required, 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, within the meaning of 11 U.S.C. §365(b)(1)(B), and the Purchaser has provided adequate assurance of its future performance of and under the Assumed Contracts, within the meaning of 11 U.S.C. §365(b)(1)(C).

T. Those non-debtor parties to Assumed Contracts who did not object to the assumption, cure, and assignment of their Assumed Contract, including, without limitation the proposed Cure Amount, are deemed to have consented to the assumption, cure, and assignment of their Assumed Contract to the Purchaser under the terms provided in the Agreement.

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

V. Detroit Diesel Corporation withdrew its partial objection to the Motion with prejudice at hearing.

W. There is a bona fide dispute pursuant to section 363(f)(4) of the Bankruptcy Code as to whether Fluid Separation Company LLC has an interest in the property that is the subject of its objection.

X. On the facts and arguments before the court relative to the Objection of Cinetic to assumption and assignment of the License Agreement by and between FrigoFrance, SA, the Allen Group, Inc. and Rapidfil Corporation, no monetary breaches were presented and, for the reasons stated on the record, assumption and assignment of the License Agreement is appropriate pursuant to section 365(b)(2)(D) of the Bankruptcy Code.

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

**General Provisions**

1. The Motion is granted, as further described herein.

2. The objection of Cinetic to the assumption and assignment of the License Agreement by and between FrigoFrance, SA, the Allen Group, Inc., and Rapidfil Corporation is overruled, and the Debtors are authorized to assume and assign such license agreement. The objection of Fluid Separation Company and motion for turnover of property is overruled. All other objections to the Motion or the relief requested therein that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby overruled on the merits.

#### **Approval of the Agreement**

3. The Agreement, and all of the terms and conditions therein, are hereby approved in all respects. 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.

4. 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, the Debtors, their estates, and their creditors, the Purchaser, and its respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting Interests in the Assets to be sold to the Purchaser pursuant to the Agreement and all non-Debtor parties to the Designated Contracts, 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. The Purchaser has not engaged in collusive bidding or otherwise violated the provisions of section 363(m) of the Bankruptcy Code.

5. The transactions contemplated by the Agreement are undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, 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 the Purchaser (including the assumption and assignment of the Assumed Contracts), unless such authorization is duly stayed pending such appeal.

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

7. Pursuant to 11 U.S.C. §363(b), the Debtors 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.

8. The Debtors, acting through Stephen Perkins, John Casper, or any other officer of any of the Debtors, are authorized and directed to execute and deliver, and empowered to perform under, consummate and implement, the Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Agreement and to take all further actions as may be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser or reducing to possession, the Transferred Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreement.

**Sale of Transferred Assets Free and Clear of All Interests**

9. Except as expressly permitted or otherwise specifically provided for in the Agreement or this Sale Order, pursuant to 11 U.S.C. §§ 105(a) and 363(f), the Transferred Assets shall be transferred to the Purchaser, and upon consummation of the Agreement (the "*Closing*") shall be, free and clear of all Interests, including, without limitation, all liens, security interests,

claims, encumbrances and other interests in and to the Transferred Assets of any kind or nature whatsoever other than the Permitted Exceptions set forth in the Agreement, with all such Interests 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 Transferred Assets, subject to any claims and defenses the Debtors may possess with respect thereto; provided, however, that the Debtors shall pay or reserve for payment from the proceeds of the Sale, the following amounts which shall not be subject to any such Interests:

- a. Fee of Houlihan Lokey Howard & Zukin in the approximate amount of \$1,300,000, subject to the final Working Capital Adjustment;
- b. Payments to be made pursuant to the Key Employee Retention Program in an approximate amount of \$1,205,000, subject to the final Working Capital Adjustment;
- c. The amount of \$107,656.10 shall be reserved to pay the Debtors' counsel, Katten Muchin Zavis Rosenman ("KMZR"), for fees and expenses incurred from the Petition Date through May 31, 2004. The amount of \$32,594.23 shall be reserved to pay the Debtors' local counsel, Coolidge Wall Womsley & Lombard, Co., L.P.A. ("Coolidge"), for fees and expenses incurred from the Petition Date through May 31, 2004. The amount of \$105,377.27 shall be reserved to pay the Debtors' Financial Advisor, Focus Management Group USA, Inc. ("Focus"), for fees and expenses incurred from the Petition Date through May 31, 2004. The above fees shall be paid pursuant to this Court's order establishing procedures for payment of interim compensation. The amount of \$530,000 shall be reserved for all other allowed unpaid professional fees and expenses incurred by KMZR, Coolidge, and Focus accrued as of July 9, 2004; and
- d. The amount of \$1,100,000 minus the amounts held in postpetition retainer by KMZR, Focus, and Coolidge shall be reserved for payment of all expenses included in the Wind-Down Budget agreed to by the Debtors, the Prepetition Lenders, and the Postpetition Lenders, dated June 30, 2004, which includes the fees of the Debtors' professionals set forth therein, from July 10, 2004 through the earlier of (i) the closing of the Debtors' bankruptcy cases following the confirmation of a plan of reorganization or liquidation; (ii) the appointment of a trustee under section 1104 of the Bankruptcy Code; or (iii) dismissal or conversion of all of the Debtors' bankruptcy cases.

- e. The amount of \$350,000 for the benefit of general unsecured creditors and their professionals consistent with the terms of the global settlement agreement between the Debtors, Committee, Prepetition Lenders, and Postpetition Lenders, set forth on the record of this Court's hearing on June 8, 2004.

10. The transactions contemplated in the Agreement and/or all other documents contemplated thereby constitute a sale outside the ordinary course of business of the Debtors as contemplated in paragraph four of the Final Order (I) Authorizing Debtors-in-Possession to (A) Enter into Post-Petition Financing Agreement and Obtain Post-Petition Financing Pursuant to Section 105, 361, 362, and 364 of the Bankruptcy Code, and (B) Utilize Cash Collateral pursuant to Section 363 of the Bankruptcy Code; (II) Providing Adequate Protection and Granting Liens, Security Interests and Superpriority Claims (the "*Final DIP Order*"). Accordingly, pursuant to the Final DIP Order, the Debtors shall promptly remit all consideration due and/or payable to the Debtors hereunder, under the Agreement, and/or under all other documents contemplated thereby at the Closing or thereafter (including, without limitation, out of escrow) (collectively, the "*Sale Proceeds*") to the Post-Petition Agent and the Pre-Petition Agent (as such terms are defined in the Final DIP Order) for application to the DIP Facility and the Pre-Petition Indebtedness (as such terms are defined in the Final DIP Order); provided, however, the Debtors shall reserve the amounts identified in paragraph 9 above, for the purposes described therein and as provided for in the other Orders of this Court. Further, the Debtor shall promptly remit to the Pre-Petition Agent and the Post-Petition Agent all other cash, in hand or hereafter received (including without limitation funds received from Visteon Corp), in its possession, custody, or control, for application to the DIP Facility and the Pre-Petition Indebtedness.

11. 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 the Debtors or the Transferred 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, the Debtors, the Transferred Assets, the operation of the Business prior to the Closing, or the transfer of the Transferred Assets to the Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting against the Purchaser, its successors or assigns, its property, or the Transferred Assets, such persons' or entities' Interests.

12. Notwithstanding any provision of the Agreement or this Order, this Court shall retain jurisdiction to enter a further order as necessary to transfer to Buyer, free and clear of all Interests, the following real estate that the Debtors and Buyer intend to include in the Transferred Assets but as to which the necessary title work has not been completed: (a) 2000 S. Hamilton Street, Saginaw, MI, (b) 441 Elm Street, Lebanon, MO, (c) 939 Bethel Road, Lebanon, MO f/k/a/ 901 Springfield, Lebanon, MO, and (d) the aircraft hanger at Lebanon, Missouri (the "Remaining Parcels"). Buyer shall deposit \$3 million of the Purchase Price payable under the Agreement with the escrowee under the Escrow Agreement between Debtors and Buyer subject to the satisfaction of the open conditions to closing under the Agreement as applicable to the Remaining Parcels. Nothing in this paragraph shall be deemed a finding by this Court or an agreement of the parties as to the value of, or claims filed against (if any), the Remaining Parcels described in this paragraph.

13. The transfer of the Transferred Assets to the Purchaser pursuant to the Agreement constitutes a legal, valid, and effective transfer of the Transferred Assets, and shall vest the Purchaser with all right, title, and interest of the Debtors in and to the Transferred Assets free

and clear of all Interests including, without limitation all liens, security interests, claims, encumbrances and other interests of any kind or nature whatsoever.

**Assumption and Assignment of Assumed Contracts**

14. Pursuant to 11 U.S.C. §§ 105(a) and 365, and subject to and conditioned upon the Closing of the Sale, the Debtors' assumption, cure, and assignment to the Purchaser, and the Purchaser's assumption on the terms set forth in the Agreement, of the Assumed Contracts is hereby approved, and the requirements of 11 U.S.C. §365(b)(1) with respect thereto are hereby deemed satisfied.

15. The Debtors acting through, Stephen Perkins, John Casper, or any other officer of the Debtors, are hereby authorized and directed in accordance with 11 U.S.C. §§ 105(a) and 365 and the Agreement to: (a) assume, cure, and assign to the Purchaser, effective upon the Closing, the Assumed Contracts free and clear of all Interests of any kind or nature whatsoever and (b) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts and Assumed Liabilities to the Purchaser. The Assumed Contracts being assigned to the Purchaser pursuant to the Agreement shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any provision in any such assigned contracts that prohibits, restricts, or conditions such assignment or transfer and, pursuant to 11 U.S.C. § 365(k), assignment of the Assumed Contracts relieves the Debtors and their estates from any liability for any breach of such contracts or leases occurring after such assignment.

16. All defaults or other obligations of the Debtors under any Assumed Contract arising or accruing 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 deemed cured by the payment of the Cure Amount, if any, associated with such Assumed



Contract by the Purchaser at the Closing of the Sale or as soon thereafter as practicable, and, upon such payment, the Purchaser shall have no liability or obligation arising or accruing under any Assumed Contract prior to the Closing, except as otherwise expressly provided in the Agreement or in this Order.

17. Except as provided in the Agreement or this Sale Order, after the Closing, the 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 the Debtors, their successors or assigns, their property or their assets or estates.

18. Pursuant to the Agreement with Key Equipment Finance, the Cure Amount shall be \$18,141.98.

19. Pursuant to the agreement with Andrews Corporation, the Cure Amount shall be \$41,812.46, which shall be paid at closing.

20. Pursuant to the agreement with Microsoft Corporation, the Cure Amount shall be \$2,584.54.

#### **Additional Provisions**

21. The consideration provided by the Purchaser for the Business under the Agreement shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under any other applicable law.

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

23. 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.

24. This Sale Order shall be effective as a determination that, as of the Closing, all Interests of any kind or nature whatsoever existing as to the Debtors or the Transferred Assets prior to the Closing have been unconditionally released, discharged and terminated as to the Purchaser and the Transferred Assets, and that the conveyances described herein have been effected. As of the Closing, each person asserting an Interest in the Transferred Assets is authorized and directed to execute such documents and take all other actions as may be necessary to release such Interest, if any, to the extent that such Interests may have been recorded or may otherwise exist.

25. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens or other documents or agreements evidencing Interests in the Debtors or the Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests which the person or entity has with respect to the Debtors or the Transferred Assets or otherwise, then the 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 Transferred Assets of any kind or nature whatsoever and the filing officer is hereby directed to accept the filing of the Sale Order by the Purchaser as evidence of the release of such encumbrances.

26. Under no circumstance shall any holder of an Interest be able to commence, continue or otherwise pursue or enforce any remedy, claim or cause of action against the Purchaser, except with respect to: (a) any Assumed Liabilities, (b) the Cure Amount, if any,

under a Assumed Contract with respect to performance due from the Debtors prior to Closing, or  
(c) performance due under an Assumed Contract from Purchaser after Closing.

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

28. The Agreement and any related agreements, documents or other instrument may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates. In the event that there is a conflict between the terms of this Sale Order and the Agreement, the terms of the Agreement shall control.

29. The transfer of the Transferred Assets pursuant to the Motion and the Agreement 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 Transferred Assets, all without imposition or payment of any stamp tax, transfer tax, or similar tax.

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

cc: See Attached Master Service List

**DT INDUSTRIES, INC., et al.  
MASTER SERVICE LIST**

Julia Brand, Esq.  
Katten Muchin Zavis Rosenman  
2029 Century Park East  
Suite 2600  
Los Angeles, CA 90067

Ronald S. Pretekin  
Coolidge, Wall, Womsley &  
Lombard  
33 West First Street, Ste. 600  
Dayton, OH 45402

US Trustee  
Attn: Maryanne Wilsbacher  
170 N. High Street  
Suite 200  
Columbus, OH 43215

Dennis Patterson  
Curtis Slaton  
Bogin Patterson Ellis Slaton &  
Stump  
1200 Talbott Tower  
Dayton, OH 45402-1135

Green Packaging SDN BHD, and  
Green Earth Packaging Corp.  
c/o Christine M. Adams  
HATCH & PARENT  
21 East Carrillo Street  
Post Office Drawer 720  
Santa Barbara, CA 93101

Edward Jewitt  
Mayer, Brown, Rowe & Maw LLP  
20 Blackfriars Lane  
London EC4V 6HD, England

Todd Bryant  
Chernesky, Heyman & Kress  
10 Courthouse Plaza, SW  
Suite 1100  
Dayton, Ohio 45402

Bankruptcy Administration  
IOS Capital, LLC  
1738 Bass Road  
PO Box 13708  
Macon, GA 31208-3708  
00181812

Matthew Olins, Esq.  
Katten Muchin Zavis & Rosenman  
525 West Monroe Street  
Suite 1600  
Chicago, IL 60661

Thompson Hine  
Attn: Larry Burick  
2000 Courthouse Plaza, NE  
PO Box 8801  
Dayton, OH 45401-8801

IRS  
Attn Insolvency, Group 1  
PO Box 1579  
Room 3525  
Cincinnati, OH 45201

J Mark Fisher  
Patricia Emshwiller  
Schiff Hardin  
6600 Sears Tower  
Chicago, IL 60606

Michael C. Hammer, Esq.  
Dickinson Wright PLLC  
500 Woodward Avenue, Suite 4000  
Detroit, Michigan 48226-3425

Becket & Lee, LLP  
Attn: Barbara Hamilton  
PO Box 3001  
Malvern, PA 19355-0701

John Schuh  
Schuh & Goldberg  
2662 Madison Road  
Cincinnati, Ohio 45208

Delaware Sec of State  
Division of Corporations  
7833 Walker Dr.  
Greenbelt, MD 20770

Dennis Dockins, Esq.  
General Counsel  
DT Industries, Inc.  
907 West Fifth Street  
Dayton, OH 45407

Mark Brannum  
D Wade Carvell  
Winstead Sechrist & Minick PC  
5400 Renaissance Tower  
1201 Elm Street  
Dallas, Texas 75270-2199

Securities & Exchange Commission  
175 W. Jackson Boulevard  
Suite 900  
Chicago, IL. 60604

Thomas Noland  
Statman Harris Siegel & Eyrich  
1520 Fifth Third Center  
110 N. Main Street  
Dayton, Ohio 45402

Sean D. Malloy, Esq.  
Jean R. Robertson, Esq.  
McDonald Hopkins Co., LPA  
2100 Bank One Center  
600 Superior Ave., East  
Cleveland, OH 44114

Jonathan Alter  
Bingham McCutchen  
One State Street  
Hartford, CT 06103

Jeannine F. Gleeson-Smith  
Freeman, Cotton & Norris, P.C.  
33 Bloomfield Hills Pkwy, Ste. 100  
Bloomfield Hills, MI 48304

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