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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
Fleet Capital Corporation

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Plassein International of Thomasville, Inc. (f/k/a)
Rex International, Inc. (f/k/a)
Rex-Rosenlew International, Inc.

3. Nature of conveyance/Execution Date(s):
Execution Date(s) September 29, 2003
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other Release of Security Agreement

Street Address: 1308 Blair Street

City: Thomasville
State: North Carolina
Country: USA Zip: 27360
Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s)

Additional numbers attached? Yes No

B. Patent No.(s)
4,610,029; 5,558,438; 6,402,379; 5,051,284; 5,611,626; 6,231,232;
6,609,999; 5,592,229; 6,065,871; 6,299,351

5. Name and address to whom correspondence concerning document should be mailed:
Name: Daniel H. Golub
Internal Address: _____
Street Address: 1701 Market Street
City: Philadelphia
State: Pennsylvania Zip: 19103
Phone Number: 215-963-5055
Fax Number: 215-963-5001
Email Address: dgolub@morganlewis.com

6. Total number of applications and patents involved: _____
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 400.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 50-0310
Authorized User Name _____

9. Signature:
Alison B. Weisberg
Signature
Name of Person Signing

Date 1/26/06
Total number of pages including cover sheet, attachments, and documents: 33

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Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

IN RE:) Chapter 11
)
PLASSEIN INTERNATIONAL) Case No. 03-11489 (LK)
CORP., et al.¹) (Jointly Administered)
Debtors.)
) Related Document LD. 390
)

AMENDED

ORDER (A) APPROVING THE SALE OF CERTAIN ASSETS OF THE DEBTORS FREE AND CLEAR OF INTERESTS, LIENS, CLAIMS AND ENCUMBRANCES PURSUANT TO 11 U.S.C. § 363, (B) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN UNEXPIRED LEASES AND EXECUTORY CONTRACTS, AND (C) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Sale Motion") dated August 8, 2003 (the "Sale Motion") [D.I. 390], of debtors and debtors-in-possession Plassein International Corp. ("Plassein"), Plassein International of Thomasville, Inc. ("Plassein-Thomasville"), Plassein International of Ontario, LLC ("Plassein-Ontario"), Plassein International of Spartanburg, Inc. ("Plassein-Spartanburg"), Teno Films, Incorporated ("Plassein-Teno") (Plassein-Thomasville, Plassein-Ontario, Plassein-Spartanburg, Plassein-Teno, together with Plassein, the "Sellers"), by and through their counsel, Cohn Houry Madoff & Whitesell LLP and Landis Rath & Cobb LLP, for an order (the "Order"), *inter alia*, pursuant to Sections 105, 363 and 365 of the United States Bankruptcy Code (the "Bankruptcy Code") and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") authorizing the Sellers' sale and assumption and assignment to Portsmouth Acquisition Co. (the "Purchaser"), a California corporation, and, with respect to the Newmarket Agreement (as defined herein), the Sellers' sale and assumption and assignment to their affiliate Plassein International of Newmarket, Inc. ("Plassein-

¹ Additional debtors include all of Plassein International Corp.'s wholly-owned, domestic subsidiaries: Plassein International of Martin, Inc., Plassein International of Ontario, LLC, Plassein International of Salem, Inc., Plassein International of Spartanburg, Inc., Plassein International of Thomasville, Inc. and Teno Films, Incorporated.
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CERTIFIED:
AS A TRUE COPY:

ATTEST: 10/13/03

DAVID D. BIRD, CLERK
U.S. BANKRUPTCY COURT

confidential
Michael A. ...
Morgan ...

Jan 24, 2006 10:59 EST

Newmarket"), for conveyance to Purchaser's subsidiary Portsmouth Canada Acquisition Co., Ltd., (the "Canadian Purchaser"), pursuant to an asset purchase agreement between Plassein-Newmarket, Plassein, and Plassein-Teno, as sellers, and the Canadian Purchaser, as purchaser (the "Newmarket Agreement") of those assets (as more particularly described and defined in the Agreements (defined below) (collectively, the "Assets")), including certain executory contracts, leases and permits, used or useful in or related to the Sellers' operations (i) in Ontario, California (the "Ontario Business"), and in Thomasville, North Carolina and Longview, Texas (together, the "Rex Business"), and (ii) in Plassein - Newmarket's manufacturing and distribution facilities in Newmarket, Ontario, Canada (the "Newmarket Business;" with the Rex and Ontario Businesses, the "Business"), pursuant to the terms of an Asset Purchase Agreement dated July 29, 2003 by and between the Sellers and the Purchaser, as amended and incorporated herein by reference (as amended and modified, the "Purchase Agreement") (the Purchase Agreement and the Newmarket Agreement, collectively, the "Agreements"), subject to this Court's Order (A) Approving Bidding Procedures with Respect to Proposed Sale of Assets Free and Clear of Liens, Claims, Interests and Encumbrances; (B) Approving Form and Manner of Notice of Sale; (C) Authorizing Payment of Break-up Fee and Granting Contingent Lien with Respect Thereto; and (D) Granting Related Relief dated September 5, 2003 (the "Sale Procedure Order"); a hearing on the Sale Motion having been held on September 29, 2003 (the "Sale Hearing"); this Court having jurisdiction to consider and determine the Sale Motion in accordance with 28 U.S.C. §§ 157 and 1334; and due notice of the Sale Motion having been provided, and it appearing that no other or further notice need be provided; and after due deliberation and sufficient cause appearing therefor;

As to the sale of the Newmarket Business, the Sellers have obtained an order approving such sale (the "Vesting Order") from the Ontario Court of Justice Commercial List, before which Plassein-Newmarket's case under the Canadian Companies' Creditors Arrangement Act is pending (the "Canadian Court"). However, because numerous assets located and used at the Newmarket Business are owned not by Plassein-Newmarket but by certain of its affiliates who are debtors-in-possession in the above-captioned cases, the Debtors also seek this Court's approval of the sale of the Debtors' interest in certain Assets in the possession of Plassein-Newmarket (the "Canadian Assets") in order to validly convey title to Plassein-Newmarket, permitting it to transfer the Canadian Assets to the Canadian Purchaser in accordance with the Newmarket Agreement and the Vesting Order. Further, by this Order, this Court hereby approves the authorization that Plassein, the ultimate corporate parent of the Sellers (including Plassein-Newmarket) and a Chapter 11 debtor in these cases, gave to its wholly-owned subsidiary Plassein-Newmarket to apply to the Canadian Court for approval of the sale of substantially all of its assets.

Objections to the Sale Motion were timely filed by the following parties (collectively, the "Objections"): (i) the Official Committee of Unsecured Creditors [Docket No. 599], challenging the proposed sale as not being in the best interests of the estates) (the "Committee Objection"); (ii) Orix Financial Services [Docket No. 598] (challenging the terms under which the Sellers are proposing to assume and assign an executory contract to which Orix Financial Services is a party)(the "Orix Objection"); (iii) Constellation NewEnergy, Inc. [Docket No. 597] (asserting terms for cure of defaults and assurance of future performance under an executory contract to be assigned under the Sale Motion) (the "NewEnergy Objection"); (iv) CitiCapital Commercial Corporation f/k/a Associates Commercial Corporation [Docket No. 569](challenging the amount

of cure proposed by the Sellers for assumption and assignment of an executory contract)(the "Citicapital Objection"); and (v) the County of San Bernardino, California Tax Collector [Docket No. 427] (asserting certain personal property tax claims must be paid in order to sell certain of the Assets free and clear) (the "San Bernardino Objection").

As of the Sale Hearing, the Citicapital Objection was withdrawn based on an agreement reported between the Sellers and the objecting party on the amount of the cure payment addressed therein, the Orix Objection, the NewEnergy Objection and the San Bernardino Objection have been resolved on the terms specified in this Order.

Upon consideration of the Sale Motion, the arguments of counsel, testimony, offers of proof and representations presented at the Sale Hearing (collectively, the "Record"),

IT IS HEREBY FOUND AND DETERMINED:

General

A. All capitalized terms not otherwise defined in this Order have the meanings ascribed to such terms in the Sale Procedures Motion, the Sale Motion or the Purchase Agreement.

B. The Court has jurisdiction to consider the Sale Motion and the relief requested therein under 28 U.S.C. §§ 157 and 1334. The Sale Motion is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in the Court under 28 U.S.C. §§ 1408 and 1409.

C. The statutory predicates for the relief sought in the Sale Motion are sections 105(a), 363(b), (f), and (m) and 365(a), (b) and (f) of the Bankruptcy Code and Bankruptcy Rules 6004 and 6006.

D. On September 5, 2003, the Court entered the Sale Procedure Order, pursuant to which the Court, *inter alia*, authorized the Sellers, in the event that they received a Qualified Bid

in addition to the Purchaser's and the Canadian Purchaser's Qualified Bids, to conduct an auction involving the Assets and Newmarket Business (the "Auction") and approved the bidding procedures set forth in the Sale Procedures Order (the "Bidding Procedures"). No such bids were received and therefore no such Auction was conducted.

E. As evidenced by the certificates 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 transactions contemplated therein (including the assumption and assignment of the Assumed Contracts (as defined herein)), the Sale Procedures Order, the Bidding Procedures, the Auction and the Sale Hearing has been provided in accordance with Sections 102, 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014; (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 transactions contemplated therein (including the assumption and assignment of the Assumed Contracts), the Sale Procedures Order, the Bidding Procedures, the Auction, the Sale Hearing and the entry of this Order is required. The Publication Notice provided for in the Sale Procedures Order is deemed proper notice to any interested parties whose identities are unknown to the Sellers.

F. 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 persons and entities, including, but not limited to: (i) all parties listed on the "mailing matrix" and/or in the Sale Procedures Motion filed with this Court, (ii) all third parties that have perfected or asserted any Liens or Encumbrances, (iii) all third parties listed or described (generally or particularly) on any of Schedules 1.1(g), 1.1(h), 1.1(i), 7.6, 7.13, 7.14, 7.15, 7.16, 7.26, 7.28, 7.29, 7.30-1, and/or 7.30-2 of the Purchase Agreement, (iv) all holders of debt or equity securities of any Seller, (v) all third

parties that (a) are or were owed for or in respect of, or are providing or receiving, or have or have been provided any service, commodity, good, product, utility, lease or benefit to or from any Seller or any agent or representative of any thereof, or (b) have or had any arrangement or agreement (written or unwritten), including, without limitation, any contract, purchase order, lease, license or easement with any of the Sellers or any agent or representative of any thereof, in each case during the last twelve months; (vi) all coordinating committees, on-scene coordinators, and all potentially responsible parties with respect to, any and all federal or state superfund or similar sites with respect to which any Seller or Seller predecessor is or was a potentially responsible party, including, without limitation, the Seaboard, Caldwell and Omega superfund sites; (vii) all third parties and all third party sites currently used by any Seller for, or to which any Seller has sent or arranged to be sent any Hazardous Material, including, without limitation, solid or hazardous waste or other discarded material (whether for disposal, storage, treatment, recycling or otherwise), including, without limitation, spent solvents, waste inks, laminates and adhesives, process or non-process wastewater, sanitary waste or wastewater, asbestos, insulation materials, waste oils or other petroleum products, waste resins or films, and off-specification products or materials; and (viii) all taxing, environmental, health and safety and all other governmental and quasi-governmental authorities and agencies (state, federal and local) with jurisdiction over any Seller, any of the Assets or the Business, or any portion thereof, or over any of the parties or sites described in subsections (vi) or (vii) above.

The Bankruptcy Case

G. On May 14, 2003, the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in this Court. The Debtors continue to operate their businesses and manage their properties and assets as debtors-in-possession under Sections 1107(a) and 1108 of

the Bankruptcy Code. On May 16, 2003, this Court entered an order permitting these cases to be jointly administered for procedural purposes only.

The Sale Process for the Purchased Business

H. The Sellers marketed the Business diligently, in good faith and in a commercially reasonable manner to secure the highest and best offer or offers therefor or portions thereof, by retaining Mesirov who, among other things, contacted and delivered offering materials to potential purchasers and provided potential purchasers with the opportunity to visit the facilities and data rooms. In addition, the Sellers delivered the Sale Procedures Order, the Bidding Procedures, the Sale Notice and the Sale Motion to each of the entities that expressed an interest in the Business or portions thereof. No Qualified Bid other than the Agreements was received by Debtors in accordance with the Sale Procedures Order.

I. Under the Bidding Procedures, Purchaser submitted the highest and best offer for the Rex and Ontario Businesses on terms and conditions set forth in the Purchase Agreement.

J. The Bidding Procedures afforded a full, fair and reasonable opportunity for any entity to make a higher or better offer to purchase the Rex and Ontario Businesses and no higher or better offer than that of Purchaser was made.

K. The Sellers and the Purchaser have complied with the Sale Procedures Order and the Bidding Procedures in all respects.

The Sale of the Rex and Ontario Businesses to the Purchaser

L. The transactions effectuating, and the terms and conditions governing, the sale of the Rex and Ontario Businesses to the Purchaser are embodied in the Purchase Agreement, as amended. A description of the Assets is contained in Section 1.1 of the Purchase Agreement.

The executory contracts and unexpired leases that the Sellers are assuming and assigning to Purchaser are set forth in Exhibit B attached hereto (the "Assumed Contracts")²

M. The Purchase Agreement contemplates and requires that the sale of the Assets shall be free and clear of and from all Liens and Encumbrances, which term is defined in Section 1.3(b)(vi) of the Purchase Agreement as:

- (i) any and all liabilities and obligations of every kind and description (known, unknown, asserted, unasserted, accrued, unaccrued, or otherwise) of any of the Sellers or otherwise (including, without limitation, (a) any and all indebtedness, including capital or financing lease, conditional sales and similar obligations or liabilities, (b) any and all license fees, maintenance fees and similar fees and impositions for any Proprietary Rights or Assumed Contracts related to any period prior to the Closing Time or due as a condition to assignment or transfer of any such Proprietary Rights or Assumed Contracts, and (c) any and all "interests" in the Assets within the meaning of Section 363(f) of the Bankruptcy Code) with respect to or related to the Rex and Ontario Businesses or the Assets or any part or portion of any thereof (or the ownership, operation or conduct of any thereof), with the sole exception of the Assumed Obligations (as defined in the Purchase Agreements) and cure costs in excess of \$500,000 pursuant to §4.10 of the Purchase Agreement; and
- (ii) any and all claims, liens, security interests, mortgages, charges, restrictions on transfer or use or other encumbrances of any nature whatsoever, to which the Assets, the Rex and Ontario Businesses or any portion or part of any thereof (or the ownership, operation or conduct of any thereof) are or may be subject, with the sole exception of (subject to the proviso regarding taxes in Section 1.3(a)(iii) of the Purchase Agreement) Permitted Exceptions; including, without limitation, any lien on, charge or encumbrance against, or interest in property to secure payment or performance of any indebtedness, liability or obligation, whether accrued, contingent, disputed, undisputed, secured, unsecured, liquidated, unliquidated, matured, unmatured, conditional or unconditional or otherwise, whether granted voluntarily or involuntarily by operation of law or otherwise, including without limitation, any security interest, pledge, mortgage, deed of trust, deed to secure debt, capital or financing lease, assignment or other claim or charge, whether or not filed, recorded or otherwise perfected under applicable law (including, without limitation, any statutory lien, privilege or right, any right or remedy under or in respect of the Uniform Commercial Code, any commitment to

² Pursuant to Section 1.1(g) in the Purchase Agreements, the Purchaser reserves the right to remove any Assumed Contract from the contemplated sale by giving notice to the Sellers, whereupon the Sellers shall withdraw the request to assume and assign such proposed Assumed Contract to the Purchaser pursuant to the Purchase Agreement.
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purchase goods or services in connection with the previous purchase of any Asset, any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a lien or security interest and any filing of or agreement to file any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction will attach to the proceeds of the sale.

N. Sellers are the lawful owner or licensees of all Proprietary Rights included in the Business.

O. The Agreements were negotiated, proposed and entered into by and between the Purchasers and the Sellers without collusion, in good faith, and from arms length bargaining positions. Neither the Sellers nor the Purchasers engaged in any conduct that would cause or permit the application of Bankruptcy Code section 363(n) to the sale, including having the Agreements voided, the recovery of excess value, or the imposition of punitive damages.

P. The Purchaser is a good faith purchaser in accordance with Section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. Absent a stay of the effectiveness of this Order the Purchaser will be acting in good faith within the meaning of Bankruptcy Code section 363(m) in closing the transactions under the Purchase Agreement, including the assumption and assignment of the Assumed Contracts. Purchaser is not an "insider" of any of the Debtors, as that term is defined in section 101 of the Bankruptcy Code.

Q. Nothing raised by the Committee in the Committee Objection or at the Sale Hearing is directed at or raises allegations of lack of good faith on the part of the Purchaser; rather, to the extent that the Committee Objection alleges lack of "good faith" or contravention of the "best interests" of the estate in connection with the proposed sale, such allegations are directed at strictly at the use of this Court and the Chapter 11 process generally to sell the estates' assets under circumstances which will cause the benefit of the sale to inure to the benefit of the

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Bank Group alone. While the Committee Objection challenges the benefit to the estate of the sale process, it presents no legal or factual basis for this Court to find a lack of "good faith" on the part of the Purchasers or in connection with the negotiations with them that resulted in the Agreements, within the meaning of Section 363(m) of the Bankruptcy Code.

R. The Assumed Contracts to be assumed and assigned to the Purchaser are valid and binding, in full force and effect, and enforceable in accordance with their terms, and are property of the Debtors' estates pursuant to section 541(a) of the Bankruptcy Code.

S. The terms and conditions of the Purchase Agreement and the Closing deliveries to be made by the Purchaser under the Purchase Agreement (including without limitation the Purchaser's payment to the Sellers of the Purchase Price) (i) are fair and reasonable, (ii) valid, binding and enforceable against Sellers and Purchaser, (iii) constitute the highest and best offer for the Assets, (iv) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative and (v) constitute reasonably equivalent value and fair consideration for the Assets.

U. The transactions contemplated by the Purchase Agreement will, upon consummation thereof (the "Closing") (and, with respect to the transfer of the Canadian Assets, upon the closing under the Newmarket Agreement), (i) be a legal, valid, and effective transfer of the Assets to the Purchaser (and to the Canadian Purchaser) with no further action required on the part of the Sellers or their respective affiliates and (ii) vest the Purchaser (and, through Newmarket, the Canadian Purchaser) with good and marketable legal and equitable title to the Assets free and clear of all Liens and Encumbrances, except for Permitted Exceptions, within the meaning of Bankruptcy Code section 363(f).

V. The Purchaser would not have entered into the Purchase Agreement and will not consummate the transactions described in the Purchase Agreement (thus adversely affecting the bankruptcy estates and the Debtors' creditors) if the sale of the Assets and the assignment of the Assumed Contracts were not free and clear of all Liens and Encumbrances, except as expressly permitted by the Purchase Agreement. In particular, Purchaser would not have entered into the Purchase Agreement if the sale of the Business and Assets and the assignment of the Assumed Contracts were not free of any claim based on any principle or theory of successor or transferee liability, whether under state or federal law or principles of equity, and including, without limitation, *de facto* merger, mere continuation and continuity of enterprise.

W. The relief sought in the Sale Motion, including approval of the Purchase Agreement and consummation of the transactions contemplated therein, is in the best interests of the Debtors, their bankruptcy estates, creditors, and all parties in interest. The sale must be approved and consummated promptly in order to preserve the viability of the Debtors' businesses as going concerns and to maximize the value of the Debtors' estates.

X. Upon entry of this Order, the Sellers have all the corporate or organizational power and authority necessary to consummate the transactions contemplated by the Purchase Agreement.

Y. Except as otherwise provided in this Order, no consents or approvals, other than this Order and those expressly provided for in the Purchase Agreement, are required for the Sellers to consummate the transactions contemplated by the Purchase Agreement.

Z. The Debtors have demonstrated good, sound and sufficient business purpose and justification, and it is a reasonable exercise of their business judgment, to (i) sell the Assets on the terms and conditions set forth in the Purchase Agreement; (ii) assume and assign the Assumed Contracts to the Purchaser; and (iii) consummate all transactions contemplated by the Purchase Agreement, and the sale, assumption and assignment of the Assets and Assumed Contracts is in the best interests of the Debtors, their estates and creditors.

AA. The provisions of sections 363 and 365 of the Bankruptcy Code have been complied with and are applicable to the sale of the Rex and Ontario Businesses.

BB. The Debtors may consummate the transactions and transfer the Assets (including the Canadian Assets) free and clear of all Liens and Encumbrances, except for Permitted Exceptions, because one or more of the standards set forth in section 363(f) of the Bankruptcy Code has been satisfied. All parties with Liens and Encumbrances of any kind or nature whatsoever in the Assets, except Permitted Exceptions, who did not object to the Sale Motion and the relief requested therein, or who withdrew their objections to the transactions, or whose objections have been deemed or otherwise overruled or resolved, are deemed to have consented pursuant to sections 363(f)(2) and 365 of the Bankruptcy Code. All parties with Liens and Encumbrances of any kind or nature whatsoever or with respect to or related to the Assets,

except Permitted Exceptions, who did object to the Sale Motion, and the relief requested therein fall within one or more of the other subsections of sections 363(f) and 365 of the Bankruptcy Code and are adequately protected by having their Liens and Encumbrances attach exclusively to the net proceeds of the transactions with the same validity, enforceability, priority, force and effect that they now may have as against the Assets, subject to the rights, claims, defenses, and objections, if any, of the Debtors and all parties in interest with respect to such Liens and Encumbrances.

CC. Except for the Assumed Obligations expressly assumed by Purchaser contractually under the Purchase Agreement, consummation of the transactions will not subject the Purchaser to any debts, liabilities, obligations, commitments, responsibilities or claims of any kind or nature whatsoever, whether known or unknown, contingent or otherwise, existing as of the date hereof or hereafter arising, of or against the Debtors, any affiliate of the Debtors, or any other person by reason of such transfers and assignments, including, without limitation, based on any theory of antitrust, successor or transferee liability, whether under state or federal law or principles of equity, and including, without limitation, de facto merger, mere continuation, and continuity of enterprise.

DD. To the extent that the Assets constitute all or substantially all of the assets of any of the Debtors, substantial and sufficient business exigencies exist that permit such Assets to be sold outside of the context of a plan of reorganization.

EE. Consummation of the Purchase Agreement does not effect a de facto merger of any of the Debtors and the Purchaser or result in the continuation of any of the Debtor's business under the Purchaser's control. The Purchaser is not the alter ego of or a successor in interest to any of the Debtors, nor is the Purchaser otherwise liable for any of Debtors' liabilities, debts or

obligations, whether fixed or contingent, known or unknown, accrued or unaccrued, or otherwise, and however arising or manifested, except solely for the Assumed Obligations.

FF. The Debtors and, if applicable, the Purchaser have (i) cured, or have provided adequate assurance of cure, of all defaults, obligations and liabilities under the Assumed Contracts, if any, existing as of the date of this Order, and will do so with respect to any remaining as of the Closing Time, within the meaning of Bankruptcy Code section 365(b)(1)(A) and (H) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default before the date of this Order under the Assumed Contracts, if any, within the meaning of Bankruptcy Code section 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 Bankruptcy Code section 365(b)(1)(C).

AND, BASED UPON THE RECORD, THE COURT HEREBY ORDERS, ADJUDGES AND DECREES THAT:

General Provisions

1. The findings of fact entered above and the conclusions of law stated herein shall 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 that any finding of fact shall later be determined to be a conclusion of law, it shall be so deemed, and to the extent that any conclusion of law shall later be determined to be a finding of fact, it shall be so deemed.
2. The Sale Motion is granted in its entirety.

3. The Committee's Objection is overruled and denied and, to the extent not otherwise withdrawn or mooted for the reasons set forth above, all other Objections are overruled and denied.

4. All parties in interest have had the opportunity to object to the relief requested in the Sale Motion and to the extent that objections to the Sale Motion or the relief requested therein have not been withdrawn, waived, settled, rendered moot by or provided for in this Order, such objections and all reservations of rights included therein, are overruled on the merits. The parties who did not object, or who withdrew their objections, to the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

Approval of the Purchase Agreement

5. The Purchase Agreement and all of the terms and conditions contained therein and all associated agreements, instruments, documents and the terms and conditions thereof are approved in their entirety and, to the extent, if any, not already the case, are binding upon and enforceable against the parties thereto in accordance with the terms thereof.³ Upon entry of this Order, the covenants, warranties, obligations, commitments, and representations, to the extent (if any) not already enforceable by their terms, shall be fully enforceable by the parties to the Purchase Agreement in accordance with and subject to the terms and conditions of the Purchase Agreement.

6. In accordance with and subject to the terms, conditions and provisions of the Purchase Agreement, after entry of this Order and upon Closing, the Purchaser shall exchange immediately available funds for the return of the undrawn original letters of credit provided by Purchaser as a deposit under the Purchase Agreement. The letters of credit shall not

³ Certain provisions thereof are subject to certain provisions of the Sale Procedure Order.
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be deemed to be or considered part of the Purchase Price at the Closing; and upon Closing and the Purchaser's payment of all consideration due at Closing under the Purchase Agreement, the letters of credit shall be deemed expired for all purposes.

7. The Debtors are authorized to sell the Assets pursuant to the terms and conditions contemplated by the Purchase Agreement, including, without limitation, the closing of the transactions contemplated by the Purchase Agreement (and by the Newmarket Agreement as to the Canadian Assets), pursuant to sections 105(a), 363(b) and (f) of the Bankruptcy Code.

8. The Debtors are authorized and directed, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, to perform all of their obligations, covenants and commitments pursuant to the Agreements and to execute such other documents and take such other actions as are reasonably necessary to effectuate the transactions contemplated by the Agreements.

Transfer of the Business to the Purchaser

9. Closing under the Purchase Agreement will vest the Purchaser with good, marketable and equitable title to the Rex and Ontario Assets, free and clear of and from any and all Liens and Encumbrances, except to the extent expressly provided in the Purchase Agreement, with all such Liens and Encumbrances to attach to the proceeds of sale of the Assets in the order of their priority, and with the same validity, priority, force and effect which they now have as against the Assets, subject to the rights, claims, defenses, and objections, if any, of the Debtors and all parties in interest with respect to such Liens and Encumbrances. Subject to Canadian Court approval with respect to the Canadian Assets pursuant to sections 105(a), 363(f), and 365 of the Bankruptcy Code, upon the closing of the Newmarket Agreement, the Assets shall be sold, transferred or otherwise conveyed to Plasseln-Newmarket for conveyance to the Canadian Purchaser.

10. As to the sale of the Newmarket Business, the Sellers have obtained approval of the Canadian Court, before which Plassein-Newmarket's case under the Canadian Companies' Creditors Arrangement Act is pending. However, because numerous assets located and used at the Newmarket Business are owned by affiliates who are debtors-in-possession in the above-captioned cases, this Court hereby approves the sale of such Assets to Plassein-Newmarket in order that Plassein-Newmarket may validly convey title to such Assets to the Canadian Purchaser. Further, by this Order, this Court hereby authorizes Plassein, the ultimate corporate parent of the Sellers (including Plassein-Newmarket) and a debtor-in-possession in these cases, to consent to and to cause its wholly-owned subsidiary Plassein Newmarket to apply to the Canadian Court to approve the sale of substantially all of its assets, subject to the jurisdiction of the Canadian Court over Plassein-Newmarket. With respect to the Canadian Assets, all persons or entities holding Liens and Encumbrances in, to or against such Assets shall be, and they hereby are, forever barred, estopped, restrained and permanently enjoined from asserting such Liens and Encumbrances against Purchaser, its successors and assigns, the Newmarket Business, or such Assets.

11. At the Closing, the Sellers shall: (i) pay all valid, undisputed and non-avoidable claims subject to properly perfected liens and security interests in and to the Assets, other than the liens and security interests of the Bank Group; and (ii) place in a separate interest bearing escrow account at Wainwright Bank, in Boston, Massachusetts, with Cohn Khoury Madoff & Whitesell LLP serving as escrow agent, funds sufficient to satisfy in full the claims asserted by Battenfeld Gloucester Engineering Company pursuant to the equipment financing agreement discussed at Paragraphs 35 and 53 of the Sale Motion pending an agreement or determination by

final order of the Debtors' dispute of the validity of the secured status of those claims, as identified in the Sale Motion.

12. At the Closing, subject to this Court's Twelfth Interim DIP Financing Order, after funding of the Escrow Agreement substantially in the form attached hereto as Exhibit "C," the NewEnergy Escrow and the San Bernardino Escrow, and payment of non-Bank Group liens and Cure Amounts, the Sellers shall distribute the remaining balance of the proceeds of the sale of the Assets as follows:

- (iv) remit to Fleet, as agent for the Bank Group, the remaining balance of the proceeds derived from the consummation of the Purchase Agreement, and including, without limitation, funds payable to Debtors or Fleet from escrows established pursuant to this Order. Fleet may apply the sale proceeds in accordance with the DIP Credit Agreement and the financing orders entered by this Court and distribute the proceeds to the members of the Bank Group, *provided, however*, that notwithstanding such application and distribution of proceeds, the substantive rights of all parties in respect of such proceeds shall be preserved, and, without limiting the generality of the foregoing, the Bank Group shall promptly comply with any future final order or judgment of this Court directing that such proceeds or any portion thereof be restored to the bankruptcy estate or paid to any party determined by this Court to have the right thereto, including but not limited to any

order concerning payment of any administrative expense that the Bank Group has previously agreed to fund, any order concerning payment of any amount chargeable against the Bank Group's collateral pursuant to Section 506(e) of the Bankruptcy Code or otherwise, and any judgment against the Bank Group in the adversary proceeding brought by the Committee against the Bank Group, Adversary Proceeding No. 03-55650.

Assumption and Assignment of the Assumed Contracts

13. Subject to and conditioned on the Closing of the transactions contemplated in the Purchase Agreement, and subject to Paragraph 20 of this Order, the Debtors are authorized pursuant to section 365(a) of the Bankruptcy Code to assume and assign to the Purchaser the Assumed Contracts identified on Exhibit B.⁴ To the extent the five technology licenses are subject to section 365(c), Sellers shall comply with Section 4.7 of the Purchase Agreement.

14. Subject to and conditioned upon the Closing of the transactions contemplated in the Purchase Agreement, the Debtors' assumption and assignment to the Purchaser, and the Purchaser's assumption on the terms contained in the Purchase Agreement, of the Assumed Contracts is approved, and the requirements of Bankruptcy Code section 365(b)(1) with respect thereto are deemed satisfied.

15. All Assumed Contracts are in full force and effect and have not been terminated by operation of law, their own terms or otherwise.

16. Upon Closing pursuant to the Purchase Agreement, the Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their terms, notwithstanding any provision in the Assumed Contracts (including, without limitation, those 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

⁴ Pursuant to Section 1.1(g) in the Purchase Agreement, the Purchaser reserves the right to remove any Assumed Contract from the contemplated sale by giving notice to the Sellers, whereupon the Sellers shall withdraw the

the Bankruptcy Code, the Debtors shall be relieved from any further obligation or liability for any breach of the Assumed Contracts occurring after such assumption and assignment. Any portions of the property leases with respect to any of the Realty Rights which purport to permit the landlords thereunder to cancel the remaining term of any of such leases if Sellers discontinue their use or operation of the leased Real Property are void and of no force and effect, and shall not be enforceable against Purchaser, its assignees and subleases, and the landlords under such leases shall not have the right to cancel or otherwise modify such leases or increase the rent, assert any claim, or impose any penalty by reason of such discontinuation, Sellers' cessation of operations, the assignment of such leases to Purchaser, or the interruption of business activities at any of the leased premises.

17. All monetary defaults or other cure (within the meaning of Bankruptcy Code section 365), if any, under the Assumed Contracts arising or accruing before the Closing Time, or in respect of any period, circumstance, event, condition, act, or omission before or occurring or existing before the Closing Time (without giving effect to any acceleration clause or any default provisions of the kind specified in Section 365(b)(2) of the Bankruptcy Code) as agreed to by the Debtors and the non-debtor parties thereto or as determined by the Court in the event the parties are unable to reach agreement as to the cure amount, shall be the responsibility of the Debtors to the extent of \$500,000 in the aggregate, and shall be paid or satisfied or provided for by the Debtors to such extent at or before the Closing, with any amounts in excess of \$500,000 being paid as satisfied by Purchaser at or before Closing, pursuant to Section 4.10 of the Purchase Agreement.

request to assume and assign such proposed Assumed Contract to the Purchaser pursuant to the Purchase Agreement.
104.001/304.001-244.DOC

18. Any Cure Amounts under any of the Assumed Contracts are hereby deemed adequately provided for by virtue of the cure claim resolution procedures.

Miscellaneous Provisions

24. The consideration to be paid by the Purchaser for the Assets under the Purchase Agreement is fair and reasonable and may not be avoided under Bankruptcy Code section 363(n).

25. This Order is and shall be effective as a determination that, upon the Closing, except as expressly provided in the Purchase Agreement, all Liens and Encumbrances existing on or with respect or related to the Assets, including the Canadian Assets, prior to the Closing have been unconditionally and forever released, discharged and transferred solely to the proceeds of the sale. All holders of recorded Liens and Encumbrances on or with respect to or related to any of the Assets are hereby directed to prepare, and file promptly after Closing, releases of such Liens and Encumbrances reasonably satisfactory to Purchaser.

26. As of the Closing, pursuant to Section 4.8 of the Purchase Agreement, the Debtors are authorized and directed to change their corporate names as follows:

<u>Pre-Closing Corporate Name</u>	<u>Post-Closing Corporate Name</u>
(i) Plassein International Corp.	PL Liquidation Corp.
(ii) Plassein International of Thomasville, Inc.	PL Liquidation of Thomasville, Inc.
(iii) Plassein International of Ontario, LLC	PL Liquidation of Ontario, LLC
(iv) Plassein International of Spartanburg, Inc.	PL Liquidation of Spartanburg, Inc.
(v) Plassein International of Martin, Inc.	PL Liquidation of Martin, Inc.
(vi) Plassein International of Salem, Inc.	PL Liquidation of Salem, Inc.
(vii) Teno Films, Incorporated	PL Liquidation of TFI, Inc.

and to delete all references to all Proprietary Rights and other Intellectual Property, including, without limitation, tradenames and d/b/a's sold to the Purchaser pursuant to the Purchase Agreement. In accordance with Section 4.8 of the Purchase Agreement, and subject to the terms

of the License Agreement attached hereto as Exhibit "D," the Debtors shall have the limited and non-exclusive right to use tradenames, marks and dress of the Debtors for a period through December 31, 2003 for the purpose of disposing of remaining assets and operations and to wrap-up the Debtors' business and affairs. Such changes of corporate name shall be effective even in the absence of recommendation, consent or approval by officers, directors or shareholders of the Debtors. Notwithstanding the foregoing, the officers, directors and shareholders of each of the Debtors are authorized and directed to take all actions, votes and resolutions necessary or appropriate to effect such corporate name changes.

27. Effective upon the Closing, the captions of the Debtors' cases shall refer to the Debtors as follows:

- (i) Plassein International Corp. (n/k/a PL Liquidation Corp.);
- (ii) Plassein International of Thomasville, Inc. (n/k/a PL Liquidation of Thomasville, Inc.);
- (iii) Plassein International of Ontario, LLC (n/k/a PL Liquidation of Ontario, LLC);
- (iv) Plassein International of Spartanburg, Inc. (n/k/a PL Liquidation of Spartanburg, Inc.);
- (v) Plassein International of Martin, Inc. (n/k/a PL Liquidation of Martin, Inc.);
- (vi) Plassein International of Salem, Inc. (n/k/a P L Liquidation of Salem, Inc.); and
- (vii) Teno Films, Incorporated (n/k/a PL Liquidation of TFIllms, Inc.).

The case names shall remain in effect through the closure of these cases, irrespective of the expiration of the license agreement.

28. The Clerk of this Court is authorized and directed to effect such change in the captions of these cases. All parties in interest are directed to file pleadings in the Cases using such new captions.

29. This Order is and shall be binding upon and shall govern acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of fees, 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 that reflect that the Purchaser is the assignee of the Rex and Ontario Businesses and Assets related to the Newmarket Business free and clear of Liens and Encumbrances (all such entities being "Recording Officers"). All Recording Officers are authorized and specifically directed to strike recorded Liens and Encumbrances against the Assets recorded prior to the date of this Order, but shall not strike Liens or Encumbrances on the proceeds of the sale or Excluded Assets or assets of any other party.

30. A certified copy of this Order is deemed to be in recordable form sufficient to be placed in the filing or recording system maintained by any Recording Officer. If any person or entity that has a filed financing statement or other documents or agreement evidencing Liens and Encumbrances shall not have delivered to the Sellers prior to Closing, in proper form for filing and executed by appropriate parties, termination statements, instruments of satisfaction, release of all Liens and Encumbrances that the person or entity has with respect to the Assets (including Canadian Assets related to the Newmarket Business). Purchaser is hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Business, but shall not release Liens or Encumbrances on the proceeds of the sale or Excluded Assets or assets of any other party. The Purchaser is hereby authorized (in addition to any other rights it may have under the Uniform Commercial Code or similar

statute of any state) to file, register or otherwise record a certified copy of this Order, which once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release and discharge of all such Liens and Encumbrances of any kind or nature whatsoever.

31. Nothing in this Order shall be deemed to waive, release, extinguish, or estop the Debtors or their estates from asserting or otherwise impair or diminish any right (including without limitation any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of an Excluded Asset (as defined in the Agreement).

32. Except as otherwise provided in the Purchase Agreement, consummation of the transactions will not subject the Purchaser to any debts, liabilities, obligations, commitments, responsibilities or claims by or of third parties of any kind or nature whatsoever, whether known or unknown, contingent or otherwise, existing as of the date hereof, or hereafter arising, against the Debtors by reason of such transfers and assignments, including, without limitation, based on any theory of antitrust, successor or transferee liability, labor law, de facto merger, or substantial continuity.

33. Except with respect to enforcing the terms of the Purchase Agreement and/or this Order, absent a stay pending appeal, no person shall take any action to prevent, enjoin or otherwise interfere with consummation of the transactions contemplated in or by the Purchase Agreement or this Order.

34. The Purchase Agreement and any related agreements, documents or other instruments may be modified, amended, or supplemented through a written document signed by the parties in accordance with the terms thereof without further order of the Court; provided, however, that any such modification, amendment or supplement is neither material nor changes the economic substance of the transactions contemplated hereby.

35. In the absence of a stay of the effectiveness of this Order, in the event that the Purchaser and the Debtors consummate the transactions contemplated by the Purchase Agreement at any time after entry of this Order, then with respect to the transactions approved and authorized herein, the Purchaser, as a purchaser in good faith within the meaning of section 363(m) of the Bankruptcy Code, shall be entitled to the protections of section 363(m) of the Bankruptcy Code in the event this Order or any authorization contained herein is reversed or modified on appeal.

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

37. Except as otherwise expressly provided in the Purchase 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 with respect to employees or former employees of the Debtors. Except as otherwise expressly provided in the Purchase Agreement, 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 Debtor is a party and relating to the Business (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. All notices, if any, required to be given by the Debtors to the Debtors' employees

prior to Closing pursuant to the Workers Adjustment and Relocation Adjustment Act, ERISA, civil rights acts, labor relations acts, wage and hour laws, employment laws or any similar federal or state law, common law, rule, regulation, order, decree, stipulation, or otherwise, shall be the sole responsibility and obligation of the Sellers, and Purchaser shall have no duties, responsibility, or liability therefore.

38. Until these cases are closed or dismissed, the Court shall retain exclusive jurisdiction (a) to enforce and implement the terms and provisions of the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and each of the agreements, documents and instruments executed therewith; (b) to compel transfer of the Rex and Ontario Assets to the Purchaser and the Canadian Assets to Plassein-Newmarket for conveyance to Canadian Purchaser; (c) to compel the Purchaser and Sellers to perform all their mutual obligations under the Purchase Agreement, including the payment of the Purchase Price; (d) to resolve any disputes, controversies or claims arising out of or relating to the Purchase Agreement, including without limitation the adjudication of any cure required under Assumed Contracts; and (e) to interpret, implement and enforce the provisions of this Order.

39. The terms of this Order and the Purchase Agreement shall be binding on and inure to the benefit of the Debtors, the Purchaser and the Debtors' creditors and all other parties in interest, and any successors of the Debtors, the Purchaser and the Debtors' creditors, including any trustee or examiner appointed in these cases or any subsequent or converted cases of the Debtors under Chapter 7 or Chapter 11 of the Bankruptcy Code. The terms of this Order shall be construed consistently with the rights or remedies of the Purchaser under the Purchase Agreement or any related agreement, document, instrument or certificate.

40. The provisions of this Order and any actions taken pursuant hereto shall survive entry of any order, which may be entered converting Debtors' Chapter 11 cases to Chapter 7 cases, confirming or consummating any plan(s) of reorganization of Debtors, or dismissing any Debtors' Chapter 11 Cases or any subsequent case pursuant to Sections 303, 305 or 1112 of the Bankruptcy Code, and the terms and provisions of this Order shall continue in this or any superseding case under the Bankruptcy Code. The obligations of Debtors under this Order or the Purchase Agreement, as applicable, shall not be discharged by the entry of an order confirming a plan(s) of reorganization in any of the Debtors' Chapter 11 cases, or otherwise any order granting conversion or dismissal or any of the Debtors' Chapter 11 cases shall specifically provide that this Order shall survive such conversion or dismissal.

41. The failure to include any particular provision of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of that provision, it being the intent of the Court and the parties that the Purchase Agreement be authorized and enforceable in its entirety in accordance with its terms and conditions.

42. Any conflict between the terms and provisions of this Order on the one hand and the Purchase Agreement and any documents executed and delivered to consummate the transactions contemplated therein on the other, shall be resolved in favor of this Order.

43. Pursuant to Section 105(a) of the Bankruptcy Code, the sale and other transactions involving the Assets are exempt from any and all "bulk-sale" laws of any jurisdiction.

44. The Debtors are hereby authorized to perform each of the covenants and undertakings as provided in the Purchase Agreement prior to, on and after Closing without further order of the Court.

45. All entities who are in possession of some or all of the Assets of the Business on the Closing are hereby directed to surrender possession and/or control of the Assets to Purchaser at Closing.

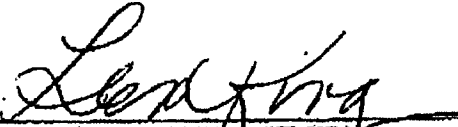
46. Plassein-Teno and Plassein shall be authorized to transfer Canadian Assets located in Canada to Plassein-Newmarket, free and clear of and from any and all Liens and Encumbrances, prior to and in connection with the Closing.

47. Subject to the fulfillment of all of the terms and conditions of the Purchase Agreement, as of the Closing, this Order shall be considered and constitute for all purposes a full and complete and unconditional general assignment, conveyance and transfer of the Assets and/or a bill of sale transferring the Sellers' title and interest in the Assets to the Purchaser, free and clear of all Liens and Encumbrances. Subject to the fulfillment of the terms and conditions of the Newmarket Agreement, and the approval of the Canadian Court, upon closing under the Newmarket Agreement, this Order shall be considered and constitute for all purposes a full and complete and unconditional general assignment, conveyance and transfer of the Canadian Assets and/or a bill of sale transferring the Sellers' title and interest to Plassein-Newmarket for conveyance to the Canadian Purchaser, free and clear of all Liens and Encumbrances.

48. As provided by Bankruptcy Rule 7062, this Order shall be effective and enforceable immediately. The provisions of Bankruptcy Rules 6004(g) and 6006(d) staying the effectiveness of this Order for 10 days are hereby waived, and this Order shall be effective, and the parties may consummate the transactions contemplated by the Agreements immediately upon entry of this Order. Time is of the essence in closing the transaction and parties to the

Agreements shall be authorized to close the sale as soon as possible consistent with the terms of the Agreements.

Dated: Wilmington, Delaware,
Sept. 29, 2003


THE HONORABLE LLOYD KING
UNITED STATES BANKRUPTCY JUDGE