

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Notice of Release of Liens
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CONVEYING PARTY DATA	
Name	Execution Date
Fortress Credit Corp.	11/27/2006

RECEIVING PARTY DATA	
Name:	Trim Trends Co., LLC
Street Address:	30665 Northwestern Highway
City:	Farmington Hills
State/Country:	MICHIGAN
Postal Code:	48334

PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	5927021
Patent Number:	5867942
Patent Number:	5813719
Patent Number:	5953809
Patent Number:	5868456
Patent Number:	6694791
Patent Number:	6520215
Patent Number:	6557318
Patent Number:	6139655
Patent Number:	6178798
Patent Number:	6050049
Patent Number:	6679540

CORRESPONDENCE DATA	
Fax Number:	(860)275-0343

CH \$480.00 5927021

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

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Correspondent Name: Barb Villandry, Day, Berry & Howard
Address Line 1: CityPlace 1
Address Line 4: Hartford, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER:	036845
NAME OF SUBMITTER:	Barb Villandry

Total Attachments: 24

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NOTICE OF RELEASE OF LIENS

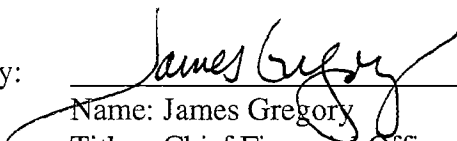
WHEREAS, Zohar TT Acquisition, LLC ("Buyer") purchased certain assets of Trim Trends Co., LLC, Trim Trends OH Co., Inc. and Trim Trends Canada, Inc. (collectively, "Trim Trends"), including, without limitation the patents and applications identified on Exhibit A attached hereto (collectively, the "Patents"), pursuant to an Asset Purchase and Sale Agreement dated as of October 19, 2005 (the "APA");

WHEREAS, the United States Bankruptcy Court, Eastern District of Michigan, Southern Division (the "Bankruptcy Court") approved, *inter alia*, the APA and all terms and conditions thereof in an order filed November 21, 2005, a copy of which is attached hereto as Attachment I (the "Order"); and

WHEREAS, the Bankruptcy Court ordered, adjudged and decreed, *inter alia*, that upon full payment of the purchase price under the APA, the transfer of the Patents to the Buyer pursuant to the APA shall vest the Buyer with all right, title and interest of Trim Trends in and to the Patents free and clear of all liens, claims and interests ("Liens") of any kind or nature whatsoever.

NOW, THEREFORE, pursuant to paragraph 20 of the Order, Buyer hereby presents for recordation with the United States Patent and Trademark Office a copy of the Order, which, once recorded, shall constitute conclusive evidence of the release of all Liens in the Patents of any kind or nature whatsoever, including without limitation the release of the security interests identified on Exhibit B attached hereto.

ZOHAR TT ACQUISITION, LLC

By: 
Name: James Gregory
Title: Chief Financial Officer

Date: 11-27-06

EXHIBIT A
TO NOTICE OF RELEASE OF LIENS

U.S. Patents

Patent No(s).	Issue Date(s)	Owner(s)	Patent Description by Invention
5,927,021	07/27/1999	Trim Trends Co., LLC	Door cassette for vehicle and method of assembly
5,867,942	02/09/1999	Trim Trends Co., LLC	Removable door cassette for a vehicle and method of assembly
5,813,719	09/29/1998	Trim Trends Co., LLC	Side intrusion beam assembly having compensating welds at brackets
5,953,809	09/21/1999	Trim Trends Co., LLC	Method of joining glass run channels to brackets
5,868,456	02/09/1999	Trim Trends Co., LLC	Selectively heat treated side intrusion beam and method for making the same
6,694,791	02/24/2004	Trim Trends Co., LLC	Method of spin forming and part made thereof
6,520,215	02/18/2003	Trim Trends Co., LLC	Tubular bar with integral rolled locking system and method of making same
6,840,571	01/11/2005	Trim Trends Co., LLC	
6,557,318	05/26/2003	Trim Trends Co., LLC	Expandable link system and method of making same
6,139,655	10/31/2000	Trim Trends Co., LLC	Method of forming a side intrusion beam
6,178,798	01/30/2001	Trim Trends Co., LLC	
6,050,049	04/18/2000	Trim Trends Co., LLC	
6,679,540	01/20/2004	Trim Trends Co., LLC	Epoxy bonded laminate door beam
6,817,652	11/16/2004	Trim Trends Co., LLC	
7,080,586	07/25/2006	Trim Trends Co., LLC	Triple action cam die set for cutting the ends of metal tubes
6,948,749	09/27/2005	Trim Trends Co., LLC	Cross member for vehicle bumper bar and method for making same

Expired U.S. Patent Applications

Serial No.	Filing Date	Owner(s)	Patent Description by Invention
60/539,511	01/26/2004	Trim Trends Co., LLC	Cross member for bumper and apparatus and method for making the same

EXHIBIT B
TO NOTICE OF RELEASE OF LIENS

The following security interests are expressly released:

Security interest in favor of **Foothill Capital Corporation** in the following patents:

Patent No.	Security Interest Reel/Frame
5927021	013634/0877
5867942	013634/0877
5813719	013634/0877
5953809	013634/0877
5868456	013634/0877
6694791	013634/0877
6520215	013634/0877
6557318	013634/0877
6139655	013634/0877
6178798	013634/0877
6050049	013634/0877

Security interest in favor of **Fortress Credit Corp.** in the following patents:

Patent No.	Security Interest Reel/Frame
5927021	014662/0546
5867942	014662/0546
5813719	014662/0546
5953809	014662/0546
5868456	014662/0546
6694791	014662/0546
6520215	014662/0546
6557318	014662/0546
6139655	014662/0546
6178798	014662/0546
6050049	014662/0546
6679540	014662/0546

ATTACHMENT I
TO NOTICE OF RELEASE OF LIENS

[Please see attached copy of the Order.]

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

FILED
2005 NOV 21 P 3:33
U.S. BANKRUPTCY COURT
E.D. MICHIGAN

-----x)	
In re:)	Case No: 05-56108
)	Chapter 11
TRIM TRENDS CO., LLC, et al., ¹)	Hon. Marci B. McIvor
)	
Debtors)	<i>Jointly Administered</i>
-----x)	<i>Large Bankruptcy Case</i>

ORDER AUTHORIZING AND APPROVING (1) ASSET PURCHASE AGREEMENT, (2) SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS TO BUYER, (3) ASSUMPTION AND ASSIGNMENT TO BUYER OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (4) CERTAIN RELATED RELIEF

This matter coming on to be heard on the Motion of Trim Trends Co., LLC, Trim Trends OH Co., Inc. and Trim Trends Canada, Inc. (the "Debtors") for entry of an order (A) *Authorizing the Sale of Substantially All of the Debtors' Assets Outside of the Ordinary Course of Business, Free and Clear of all Liens, Claims, Encumbrances, Interests and Transfer Taxes Pursuant to an Asset Purchase Agreement or Any Higher and Better Offer;* (B) *Scheduling an Auction and Hearing to Consider Approval of the Sale of Substantially all of the Debtors Assets;* (C) *Approving Form and Manner of Notice of Auction, Sale Hearing, and Assignment of Certain Executory Contracts and Unexpired Leases;* (D) *Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases;* and (E) *Granting Other Relief* (the

¹ The debtors are the following entities: Trim Trends Co., LLC, a Delaware limited liability company, Trim Trends OH Co., Inc., a Delaware corporation, Trim Trends Canada, Inc., a New Brunswick corporation.

"Bidding Procedures Motion")²; the Court having entered an Order on June 21, 2005 (the "Bidding Procedures Order") approving, among other things, the proposed bidding procedures (the "Bidding Procedures"), bid protection, notice of the Sale, and notice of Debtors' intent to assume and assign certain executory contracts and unexpired leases; upon entry of this Order ^{and requiring that} the Debtors ~~will~~ serve notice of the auction of the Sale Assets (the "Auction and Sale Notice") and the Assumption and Assignment Notice in accordance with the Bidding Procedures Order; the Auction was not necessary; the Debtors having executed a certain Asset Purchase Agreement, as subsequently amended, with the Zohar TT Acquisition, LLC (the "Buyer") appended hereto as Exhibit 1 (the "APA"), which form of APA, exclusive of amendments, was approved by this Court by its October 31, 2005 Order (I) Approving Form of Asset Purchase Agreement with Zohar TT Acquisition, LLC for the Sale of Substantially all of the Assets of the Debtors Free and Clear of All Claims, Encumbrances, and Interests Subject to Higher and Better Offers; (II) Approving the Termination Fee and Expense Reimbursement Provisions Set Forth Therein; and (III) Modifying Auction Date, Sale Deadlines and Hearing Dates Related Thereto (the "APA Order"); no other bids having been received by the Debtors for the Sale Assets and the Buyer having been determined by the Debtors to have submitted the highest and best bid for the assets subject to the APA (the "Sale Assets") and the executory contracts and unexpired leases to be assigned to Buyer pursuant to the APA (the "Assigned Contracts and Leases"); a final hearing regarding the Sale having been held on November 21, 2005 (the "Sale Hearing"); all interested parties having been afforded an opportunity to be heard with respect to the Bidding Procedures Motion and all relief related thereto; the Court having reviewed and considered (i) the Bidding

² All capitalized terms not defined herein have the meaning ascribed to them in the Bidding Procedures Motion.

Procedures Motion, (ii) the objections thereto, if any, and (iii) the arguments of counsel made, and the evidence proffered at the Sale Hearing, it appearing that the relief requested in the Motion, including approval of the Sale to Buyer of the Sale Assets identified in the APA and assumption and assignment to Buyer of the Assigned Contracts and Leases is in the best interests of the Debtors, their respective estates, creditors, and other parties in interest; and based on the Motion, the statements of counsel, and the record of the Sale Hearing; the Court having determined and concluded as follows.

all of which were withdrawn or settled

if any

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The court has jurisdiction over this 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). 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), and (m), 365 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"), and Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

C. Proper, timely, adequate and sufficient notice of the Bidding Procedures Motion; and the *Motion for Order Approving the form of Asset Purchase Agreement with Zohar TT Acquisition, LLC for the Sale of Substantially All of the Assts of the Debtors Free and Clear of All Claims, Encumbrances and Interests Subject to Higher and Better Offers; (II) Approving the Termination Fee and Expense Reimbursement Provisions Set Forth Therein; And (III) Modifying Auction Date, Sale Deadlines and Hearing Dates Related Thereto* (the "APA Motion"), the Sale

Hearing, and the transactions contemplated by the APA and this Order (the "Transactions"), including, without limitation, the assumption and assignment of the Assigned Contracts and Leases has been provided in accordance with sections 105(a), 363 and 365 of the Bankruptcy Code and Rules 2002, 6004, 6006, and 9014 of the Bankruptcy Rules and in compliance with the Bidding Procedures, such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Bidding Procedures Motion, the APA Motion, the Sale Hearing, or the Transactions, including, without limitation, the assumption and assignment of the Assigned Contracts and Leases, is or shall be required.

D. As demonstrated by (i) the testimony and other evidence proffered at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors have marketed the Sale Assets and the Assigned Contracts and Leases and conducted the sale process with respect thereto in compliance with the Bidding Procedures.

E. Each Debtor (i) has full corporate power and authority to execute the APA and all other documents contemplated thereby and the sale of the Sale Assets, the assumption and assignment of the Assigned Contracts and Leases by the Debtors, and all of the other Transactions have been duly and validly authorized by all necessary corporate action of each of the Debtors, (ii) has all of the power and authority, including corporate power and authority necessary to consummate the Transactions, (iii) has taken all action, including corporate action necessary to authorize and approve the APA and all other documents contemplated thereby and the consummation by such Debtors of the Transactions, and (iv) no consents or approvals,

other than those expressly provided for in the APA, are required for the Debtors to consummate the Transactions.

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

G. The Debtors have demonstrated good, sufficient, and sound business purpose and justification for the sale contemplated by this Order pursuant to section 363(b) of the Bankruptcy Code.

H. A reasonable opportunity to object or be heard regarding the Sale has been afforded to all interested persons and entities.

I. The APA was negotiated, proposed and entered into by the Debtors and the Buyer without collusion, in good faith, and from arms-length bargaining positions. Neither the Debtors nor the Buyer have engaged in any conduct that would cause or permit the APA or any part of the Transactions to be avoided under section 363(n) of the Bankruptcy Code.

J. The Buyer is a good faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. The Buyer will be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the Transactions.

K. The Assigned Contracts and Leases (as defined in the APA) to be assumed and assigned pursuant to the APA, are in full force and effect and (subject to, and upon the payment of, the Cure Amounts, if any relating to the Assigned Contracts and Leases) no material defaults exist thereunder with respect to any material term, condition, covenant, payment obligation or

other obligations thereunder, whether prepetition or postpetition in nature, on the part of any of the Debtors, other than any event of default existing as a result of the filing of these bankruptcy cases, which event of default may and shall be cured by or at the Closing in accordance with the requirements of section 365(b) of the Bankruptcy Code.

L. The consideration provided by the Buyer for the Sale Assets pursuant to the APA and the assignment of the Assigned Contracts and Leases thereunder (i) is fair and reasonable, and (ii) is the highest and best offer for the Sale Assets and Assigned Contracts and Leases.

M. The transfer of the Sale Assets and the Assigned Contracts and Leases to the Buyer will be a legal, valid, and effective transfer of the Sale Assets and Assigned Contracts and Leases and, effective upon full payment of the purchase price thereunder, will vest the Buyer with all right, title, and interest of the Debtors to such assets and contracts free and clear of all liens, claims and interests (the "Liens"), and also including, without limitation, those (i) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Debtors' or the Buyer's interest in such assets or contracts, or any similar rights and (ii) that relate to taxes arising under or out of, in connection with, or in any way relating to the operation of the Business prior to the date of the closing of the APA and full payment of the purchase price under the APA (the "Closing Date").

N. The Debtors may sell the assets free and clear of all Liens of any kind or nature whatsoever because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those non-debtor parties with Liens in the Sale Assets who did not object, or who withdrew their objections, to the APA or the Motion are

deemed to have consented pursuant to sections 363(f)(2) and 365 of the Bankruptcy Code. Those non-debtor parties with Liens in the Sale Assets who did object 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, if any, attach to the cash proceeds of the Transactions ultimately attributable to the property against or in which they assert a Lien.

O. The transfer of the Sale Assets and the assumption and assignment of the Assigned Contracts and Leases to the Buyer shall not subject the Buyer to any liability whatsoever, except for the Assumptions (as defined below), with respect to the Debtors' and/or their estates or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, in any theory of law or equity, including, without limitation, any theory of antitrust, environmental, successor, or transferee liability, labor law, de facto merger or substantial continuity. Except as expressly, and solely to the extent provided in the APA or herein, as the case may be, or as otherwise expressly agreed in writing by the Buyer, the Buyer, as a result of the Transfer of the Sale Assets, shall not assume or in any manner whatsoever be liable or responsible for any liability of any Debtors, or any predecessors or affiliate of any Debtor, and any of their respective representatives or any claim against any and all of the foregoing, whether matured or unmatured, known or unknown, contingent or absolute, direct or indirect, whensoever incurred, whether or not related to the Debtors' businesses or affairs or otherwise; except that, (i) the Assets shall be acquired subject to the (a)

Assumed Liabilities (as defined in the APA) and the (b) Permitted Liens (as defined in the APA), (collectively, the "Assumptions").

P. The Debtors have demonstrated that it is an exercise of its sound business judgment to assume and assign to the Buyer the Assigned Contracts and Leases in connection with the consummation of the Transactions and the assumption and assignment of the Assigned Contracts and Leases is in the best interests of the Debtors, their respective estates and creditors.

Q. The Debtors or Buyer have/has (i) cured, or has provided adequate assurance of cure, of any default existing prior to the date hereof under each of the Assigned Contracts and Leases, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assigned Contracts and Leases, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and (iii) provided adequate assurance of its future performance of and under the Assigned Contracts and Leases, within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

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

General Provisions

1. The relief requested in the Bidding Procedures Motion is GRANTED to the extent provided herein.

2. All objections to the entry of this Order or the relief provided herein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby overruled on the merits.

Approval of the Purchase Agreement

3. The APA, and all of the terms and conditions thereof, is hereby approved.

4. Pursuant to section 363(b) and (f) of the Bankruptcy Code, the Debtors are authorized and directed to consummate the Transactions pursuant to and in accordance with the terms and conditions of the APA.

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

6. The Debtors are hereby authorized to execute any amendments to the APA that are not materially adverse to the Debtors and to consummate the Sale in accordance therewith without further order of this Court including but not limited to the inclusion of those excluded assets, listed on Schedule 2.02(e) of the APA, as assets included in the Sale Assets, in consideration of an increase in the Purchase Price (as defined in the APA) of not less than

\$150,000, subject to the consent of GMAC/CF, WFF, Fortress, Hilco and the counsel for the Unsecured Creditors Committee.

Transfer of Assets

7. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Sale Assets (and good, clear, and marketable title thereto) shall be transferred to the Buyer, and upon consummation of the Transactions and full payment of the purchase price (the "Closing") shall be, free and clear of all Liens, with all such Liens of any kind or nature whatsoever to attach to the net proceeds of the Transactions ultimately attributable to the property against or in which the holder of an interest claims or may claim an Interest in the order of their priority, with the same validity, force and effect which they now have, subject to any claims and defenses the Debtors may possess with respect thereto. The purchase price payable under the APA shall not be subject to offset, deduction or counterclaim except to the extent expressly set forth in the APA.

8. Except as expressly permitted or otherwise specifically provided by the APA or this 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 Liens of any kind or nature whatsoever against or in the Debtors, the Assets, or the Assigned Contracts and Leases (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 Sale Assets, the Assigned Contracts and Leases, the operation of the Business prior to the Closing Date, or the transfer of the Sale

Assets or the Assigned Contracts and Leases to the Buyer, upon full payment of the purchase price under the APA hereby are forever barred, estopped, and permanently enjoined from asserting such persons' or entities' Liens against the Buyer, its successors or assigns, property, or assets.

9. The transfer of the Sale Assets and the Assigned Contracts and Leases to the Buyer pursuant to the APA constitute a legal, valid, and effective transfer of the Sale Assets and Assigned Contracts and Leases, and, upon full payment of the purchase price under the APA, shall vest the Buyer with all right, title, and interest of the Debtors in and to the Sale Assets and Assigned Contracts and Leases free and clear of all Liens of any kind or nature whatsoever.

Assumption of and Assignment to Buyer of Assigned Agreement

10. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing, the Debtors are authorized, but not compelled, to assume and assign to the Buyer and the Buyer is authorized to assume, on the terms set forth in the APA, the Assigned Contracts and Leases, and, to the extent assumed and assigned, the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. Nothing contained herein shall be deemed to modify any obligation of the Debtors to assume and assign any executory contract or unexpired lease pursuant to the terms of the APA.

11. The Debtors are hereby authorized in accordance with sections 105(a) and 365 of the Bankruptcy Code to (a) assume and assign to the Buyer, effective upon the Closing and full

payment of the purchase price; the Assigned Contracts and Leases free and clear of all Liens of any kind or nature whatsoever, and (b) execute and deliver to the Buyer such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts and Leases to the Buyer.

12. The Assigned Contracts and Leases, to the extent not removed from Exhibit 2 prior to the Closing pursuant to the terms of the APA, shall be transferred to, and remain in full force and effect for the benefit of, the Buyer in accordance with their respective terms, notwithstanding any provision in any such Assigned Contracts and Leases that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Assigned Contracts and Leases after such assumption by the Debtors and assignment to the Buyer.

13. All defaults or other obligations of the Debtors under any Assigned Contracts and Leases arising or accruing prior to the Closing Date (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 Debtors upon payment by the Debtors at the Closing of the Transactions or as soon thereafter as practicable of (i) the cure amount set forth on Exhibit 2³ hereto with respect to any of the Assigned Contracts and Leases (the "Cure Amounts").

³ Any executory contract or unexpired lease appearing on Exhibit 2 is not necessarily an Assigned Contract and Lease and may be removed from Exhibit 2 on or before the Closing pursuant to the terms of the Purchase Agreement.

14. Any provision in any Assigned Contracts and Leases or any other agreement to which any of the Debtors is a party that purports to declare a breach or default as a result of a change in control of the Debtors' affairs or businesses or requires the consent of a non-Debtor party is hereby deemed unenforceable under section 365(f) of the Bankruptcy Code, and all such Assigned Contracts and Leases and other agreements shall remain in full force and effect and shall be valid, binding, and enforceable upon all non-debtor parties thereto to the same extent they were prior to the transfer thereof by the applicable Debtors.

15. Except for the obligation of the Debtors to pay the Cure Amounts, each non-debtor party to the Assigned Contracts and Leases hereby is forever barred, estopped, and permanently enjoined from asserting against the Debtors or the Buyer, or the property of any of them, any default existing as of the date of the payment of the Cure Amounts; or, against the Buyer, any counterclaim, defense, setoff or any other claim asserted or assertable against the Debtors.

Distribution of Sale Proceeds

16. The proceeds from the Sale (the "Sale Proceeds") shall be distributed as follows upon Closing:

(a) Pursuant to the *Order Authorizing Increase In and Extension of Postpetition Financing*, entered by this court on October 25, 2005, \$7,250,000 of Sale Proceeds shall be held by Debtors in a segregated, interest-bearing account (the "WFF Escrow Account"), which funds shall be subject to the first priority liens of Wells Fargo Foothill, Inc. ("WFF") and shall solely be used to pay WFF's

secured claims against the Debtors on January 3, 2006. To the extent that the Committee challenges WFF's secured claim against the Debtors on or before January 3, 2006, the Debtors shall hold the disputed funds in the WFF Escrow Account pending resolution thereof. All payments to WFF from the WFF Escrow Account shall be deemed final and indefeasible. If the funds in the WFF Escrow Account are insufficient to satisfy WFF's allowed secured claims in full, WFF shall be deemed to have reserved its rights with respect to all other Sale Proceeds and its other collateral. *see also Exhibit 3 attached hereto.*

(b) The Transaction Fee (as defined in the *Application for Order Pursuant to 11 U.S.C. §§ 327(a) and 328(a) and Fed. R. Bankr. P. 2014 Authorizing Retention of and Employment of Giuliani Capital Advisors LLC as Investment Bankers for the Debtor nunc pro tunc to the Petition Date*) shall be paid into escrow for the benefit of Giuliani Capital Advisors and will remain in escrow pursuant to a review under section 328 of the Bankruptcy Code.

(c) All other ^{Sale} Proceeds shall be held by Debtors in an interest bearing account for distribution. The Debtors will submit to this Court for approval a motion and proposed order which will outline the proposed distribution of the ^{Sale} Proceeds. *see also Exhibit 4, attached hereto*
Additional Provisions

17. On the Closing Date of the Transactions, each of the Debtors' creditors are authorized and directed to execute such documents and take all other actions as may be necessary

to release its Liens in the Sale Assets and the Assigned Contracts and Leases, if any, as such Liens may have been recorded or may otherwise exist.

18. 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 APA.

19. Except for the Assumptions, the Buyer is not assuming and shall have no liability or responsibility, as a successor or otherwise, as a result of the Transactions, for any liabilities, debts, or obligations of the Debtors or the Sellers or any liabilities, debts, or obligations in any way whatsoever relating to or arising from the Sellers' ownership or operation of the Sale Assets or the Assigned Contracts and Leases or any right, claim, or interest of any kind or nature therein (whether in law, equity or otherwise), prior to the Closing Date or any liabilities calculable by reference to the Debtors or their assets or operations, or relating to continuing conditions existing on or prior to the Closing Date, without regard to whether the claimant asserting any such liabilities, debts, or obligations has delivered to the Buyer a release thereof; ~~provided, however, in addition to the Assumptions, the Buyer shall be responsible and make payment on account of any documentary, stamp, transfer or other similar taxes payable in connection with the consummation of transactions contemplated by the APA, provided, however, the foregoing provisions shall not be deemed to enlarge the obligations of the Debtors under the APA.~~

20. If any person or entity that has filed financing statements, mortgages, construction, mechanic's liens, lis pendens, or other documents or agreements evidencing Liens

with respect to the Debtors, the Sale Assets, or the Assigned Contracts and Leases shall not have delivered to the Debtors and the Buyer prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, and releases of all Liens which the person or entity has with respect to the Debtors, the Sale Assets, Assigned Contracts and Leases, or otherwise, then (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf to the person or entity with respect to the Sale Assets and Assigned Contracts and Leases and (b) the Buyer is hereby authorized 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 of all Liens in the Sale Assets and Assigned Contracts and Leases of any kind or nature whatsoever.

21. All entities who are presently, or on the Closing Date may be, in possession of some or all of the Sale Assets are hereby directed to surrender possession of the Sale Assets to the Buyer on the Closing Date.

22. Any stay, modification, reversal or vacation of this Order *after consummation of the transaction* will not affect the validity of any obligation of the Debtors to the Buyer incurred under this Order. Notwithstanding any such stay, modification, reversal or vacation, all obligations incurred by the Debtors under this Order and the APA prior to the effective date of such stay, modification, reversal or vacation will be governed in all respects by the original provisions of this Order and the Buyer is entitled to the rights, privileges and benefits granted in this Order with respect to all such obligations.

23. This Court retains jurisdiction over any matter or dispute arising from or relating to the implementation of this Order as well as to enforce and implement the terms and provisions of the APA, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Sale Assets to the Buyer, (b) resolve any disputes arising under or related to the APA, except as otherwise provided therein, (c) interpret, implement, and enforce the provisions of this Order, and (d) protect the Buyer against any Liens against the Debtors, the Sale Assets, or the Assigned Contracts and Leases, of any kind or nature whatsoever, attaching to the proceeds of the Transactions.

24. Nothing contained in any plan confirmed in these cases or any order of this court confirming such plan shall conflict with or derogate from the provisions of the APA or the terms of this Order.

25. The transactions contemplated by the APA are undertaken by the Buyer in good faith, as that term is used in section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Transactions shall not affect the validity of the Transactions as to the Buyer, *to the extent consummated* except to the extent such authorization is duly stayed pending such appeal prior to such consummation. The Buyer is a purchaser in good faith of the Sale Assets and the Assigned Contracts and Leases, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

26. The terms and provisions of the APA and this Order shall be binding in all respects upon and shall inure to the benefit of, the Debtors, their respective estates and creditors,

the Buyer, and its affiliates, successors and assigns, and shall be binding in all respects upon any affected third parties including, but not limited to, all persons asserting Liens in such assets and contracts to be sold or assigned to the Buyer pursuant to the APA, notwithstanding any subsequent appointment of any chapter 11 or chapter 7 trustee(s) or similar party under any chapter of the Bankruptcy Code, as to which trustee(s) or similar party such terms and provisions likewise shall be binding.

27. The failure specifically to include any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety. Likewise, all of the provisions of this Order are nonseverable and mutually dependent.

28. The APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto; in a writing signed by all 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' respective estates; and provided further that no such modification, amendment or supplement has ^{material} a negative impact upon the purchase price unless otherwise agreed to in writing by the Prepetition Lenders.

29. As provided by Fed. R. Bankr. P. 6004(g) and 6006(d), this Order shall not be stayed for 10 days after the entry of the Order and shall be effective and enforceable immediately upon entry.

Dated: ~~_____~~, 2005

~~_____~~
UNITED STATES BANKRUPTCY JUDGE

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