

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Release by Bankruptcy Order

CONVEYING PARTY DATA

Name	Execution Date
Barclays Business Credit, Inc.	04/07/2003
NationsBank, N.A., as agent	04/07/2003
Ableco Finance LLC, as agent	04/07/2003
CIT Group/Business Credit, Inc.	04/07/2003

RECEIVING PARTY DATA

Name:	Cannondale Corporation
Street Address:	16 Trowbridge Drive
City:	Bethel
State/Country:	CONNECTICUT
Postal Code:	06801

PROPERTY NUMBERS Total: 34

Property Type	Number
Patent Number:	D445364
Patent Number:	6155541
Patent Number:	6145862
Patent Number:	6073736
Patent Number:	D424478
Patent Number:	6007056
Patent Number:	5971116
Patent Number:	D412465
Patent Number:	5924714
Patent Number:	5913529
Patent Number:	D406802
Patent Number:	D403992

PATENT

500549993

REEL: 020995 FRAME: 0809

CH \$1360.00 D445364

Patent Number:	D401539
Patent Number:	5791674
Patent Number:	5791673
Patent Number:	D393819
Patent Number:	5702092
Patent Number:	D382836
Patent Number:	5634653
Patent Number:	5509674
Patent Number:	5494302
Patent Number:	5449155
Patent Number:	5413368
Patent Number:	5390947
Patent Number:	D351575
Patent Number:	5356058
Patent Number:	5335928
Patent Number:	5320374
Patent Number:	5261685
Patent Number:	5249818
Patent Number:	D336877
Patent Number:	5178035
Patent Number:	5020819
Patent Number:	4961233

CORRESPONDENCE DATA

Fax Number: (312)258-5700
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 Address Line 2: Schiff Hardin LLP
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ATTORNEY DOCKET NUMBER:	17647-0055
NAME OF SUBMITTER:	Chris L. Bollinger

Total Attachments: 25
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I certify that this is a true and correct copy of the original which is on file at the Office of the Clerk.

J. STATION
Deputy Clerk, U.S. Bankruptcy Court

4-15-03
Date

ORDER ENTERED ON
A-7-03
DLF-1
DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
BRIDGEPORT DIVISION

In re: : Chapter 11
: :
CANNONDALE CORPORATION, : Case No. 03 50117 (AHWS)
: :
Debtor in Possession :

ORDER UNDER 11 U.S.C. §§ 105, 363, 365 AND 1146(c) APPROVING AND AUTHORIZING (i) THE SALE OF SUBSTANTIALLY ALL ASSETS OF THE DEBTOR FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES PURSUANT TO THE TERMS OF THE ASSET PURCHASE AGREEMENT BETWEEN THE DEBTOR AND PEGASUS PARTNERS II, L.P., AND (ii) FURTHER PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT TO PEGASUS PARTNERS II, L.P. OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH THE SALE

Upon the motion (the "Motion") of Cannondale Corporation (the "Debtor") for entry of an order under 11 U.S.C. §§ 105, 363, 365, and 1146(c) approving and authorizing the Debtor to sell (the "Sale"), subject to the receipt of higher or better offers (the "Competing Offers") (i) substantially all of the Debtor's assets related to its bicycle business (all such transferred assets hereinafter the "Bicycle Acquired Assets") and (ii) substantially all of the Debtor's assets related to its moto sports business (all such transferred assets hereinafter the "Moto Acquired Assets") to Pegasus Partners II, L.P. ("Pegasus") or its designee(s) (collectively, the "Proposed Buyers"), all pursuant to the terms and conditions of an Asset Purchase Agreement originally dated as of February 11,

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2003 between the Debtor and Pegasus, as amended (the "Asset Purchase Agreement"), such Sale to be free and clear of all liens, claims, interests, and encumbrances (other than (i) the pre-petition liens associated with the assumed liabilities to CIT Group/Business Credit, Inc. ("CIT"), which liabilities will be paid in full at the closing of the Sale (the "Closing") to the Proposed Buyers pursuant to a new secured loan that CIT will issue to the Proposed Buyers, the Pennsylvania Industrial Development Authority ("PIDA"), the Connecticut Development Authority ("CDA"), the Connecticut Department of Economic and Community Development ("DECD"), and Pegasus, and (ii) the post-petition liens associated with the post-petition financing orders entered by this Court, which liabilities also will be paid in full at the Closing pursuant to a new secured loan that CIT will issue to the Proposed Buyers (collectively, the "Permitted Liens")), and establishing further procedures authorizing the assumption and assignment to the Proposed Buyers of certain executory contracts and unexpired leases (collectively, the "Executory Contracts"); and

Upon this Court's order dated March 3, 2003 (the "Sale Procedure Order") scheduling, among other things, a hearing with respect to approval of the Sale (the "Sale Hearing"), prescribing the form and manner of notice thereof (the "Notice"), approving bidding procedures relating to the proposed Sale (the "Bidding Procedures"), and scheduling an auction (the "Auction") on March 20, 2003 at which Auction the Bicycle

Acquired Assets and the Moto Acquired Assets were auctioned separately in accordance with the Bidding Procedures; and

Due notice of the proposed Sale, the Auction, the Motion, this Order, the Sale Procedure Order, and the Sale Hearing having been given to all parties entitled to notice under the Sale Procedure Order, as evidenced by the Certificate of Service and notice of publication previously filed with this Court and affirmed on the record in this proceeding; and

An auction having been held on March 20, 2003 in accordance with the Sale Procedure Order; and

The Debtor having determined, in consultation with its financial advisors and the Official Committee of Unsecured Creditors (the "Committee"), that the Asset Purchase Agreement represented the highest and best offers for the Bicycle Acquired Assets and the Moto Acquired Assets; and

The Sale Hearing having been held before this Court on March 28, 2003 to approve the Sale pursuant to the Asset Purchase Agreement to the Proposed Buyers, at which time all parties in interest were afforded an opportunity to be heard; and the Court having considered the evidence concerning approval of the Sale and the establishment of further procedures for the assumption and assignment of the Executory Contracts to the

Proposed Buyers, effective as of the Closing Date and thereafter.

NOW, THEREFORE, based upon all of the pleadings previously filed by the Debtor and other interested parties in connection with the Sale, the evidence presented, proffered, attested to, or adduced at or in connection with the Sale Hearing, including the written transcript of the Auction that was submitted into evidence at the Sale Hearing, and upon the entire record of the Sale Hearing; and after due deliberation thereon; and good cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED AS FOLLOWS:

A. Jurisdiction, Final Order, And Statutory Predicates

1. This Court has jurisdiction to hear and determine this matter and to grant the relief requested in the Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(b).
2. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).
3. This matter is a “core proceeding” within the meaning of 28 U.S.C. § 157(b)(2)(A), (N), and (O).
4. The statutory predicates for the relief sought in the Motion are 11 U.S.C. §§ 105, 363, 365, and 1146(c) and Bankruptcy Rules 2002, 6004, 6006, 9014, and

9019.

B. Notice of the Motion and the Sale Hearing

5. Timely Notice of the Motion, the Sale, and the Sale Hearing, pursuant to the Certificate of Service of Notice of the Sale Hearing filed by the Debtor on March 28, 2003 with this Court, and based upon the representations of counsel at the Sale Hearing, was transmitted to: (a) the Office of the United States Trustee and (b) to all (i) creditors as defined in 11 U.S.C. §101(1); (ii) shareholders; (iii) entities known to the Debtor to assert any rights in any of the Bicycle Acquired Assets or the Moto Acquired Assets; (iv) parties in interest and other entities and persons so entitled and that are known to the Debtor; (v) parties to the Executory Contracts; (vi) all applicable federal, state, and local tax authorities with jurisdiction over the Debtor and/or the Bicycle Acquired Assets or the Moto Acquired Assets; and (vii) all entities that have requested notice in the Debtor's Chapter 11 case, including counsel for the Committee.

6. Notice was also published in the Wall Street Journal on March 10, 2003.

7. The Notice was adequate and sufficient under the circumstances of this Chapter 11 case and this proceeding and complied with the various applicable requirements of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and

the procedural due process requirements of the United States Constitution. A reasonable opportunity to object or be heard with respect to the Motion and the Sale was afforded to all interested persons identified in paragraph 5 above. The Debtor also shall provide additional notice of the commencement of the case and the proof of claim bar date by publication in relevant trade publications.

C. Section 363 Sale Free and Clear of Claims, Liens, Interests, and Encumbrances

8. For the reasons set forth in paragraph 21 of the Motion, there are good and sound business reasons for the Sale to occur in accordance with the Motion and this Order. Among other things, to maximize the value of the Bicycle Acquired Assets and the Moto Acquired Assets, it is essential that the Sale occur within the time constraints set forth herein.

9. CIT has approved the entry of this Order. At the Closing, the secured claim of CIT and the DIP Financing (as defined in the Asset Purchase Agreement) shall each be paid in full, and all liens related thereto shall be extinguished, pursuant to a new secured loan that CIT will issue to the Proposed Buyers.

10. The Bicycle Acquired Assets and the Moto Acquired Assets are property of the Debtor's estate and title thereto is vested in the estate.

11. The Debtor is authorized to sell property of its estate, pursuant to

11 U.S.C. § 363(b), free and clear of all liens, claims, interests, and encumbrances if the applicable provisions of 11 U.S.C. § 363(f) have been satisfied.

12. Based on the record of the Sale Hearing, the provisions of 11 U.S.C. § 363(f) of the Bankruptcy Code have been satisfied, and the Bicycle Acquired Assets and the Moto Acquired Assets shall be sold free and clear of all liens, claims, interests, and encumbrances other than the Permitted Liens and any other liabilities expressly assumed by the Proposed Buyers under the Asset Purchase Agreement.

13. Any holder of a lien, claim, interest, or encumbrance of any kind or nature related either to the Bicycle Acquired Assets or the Moto Acquired Assets and who did not object to the Sale, or who objected and then withdrew any such objection, is deemed to have consented to the Sale pursuant to 11 U.S.C. § 363(f)(2). The claims and interests asserted by Russell Robinson and Russell Robinson d/b/a Action-Tec (collectively, "Robinson") as set forth in the objection filed by Robinson are found to be in bona fide dispute within the meaning of 11 U.S.C. §363(f)(4). The Debtor and the Proposed Buyers deny Robinson's claims and interests.

14. This order is without prejudice to Robinson's right to assert these claims and interests under applicable law, including the right to assert that the Bicycle Acquired Assets have not been sold free and clear of such claims and interests, and

without prejudice to the Debtor's and the Proposed Buyers' rights to deny and defend against these claims and interests under applicable law and to assert the Bicycle Acquired Assets are hereby being sold free and clear of such claims and interests; provided, however, the Bicycle Acquired Assets shall be sold free and clear of all claims and interests of Robinson to the extent that such claims and interests relate to damages, claims of infringement, or sales of product that occurred prior to the Closing.

15. The purchase terms for the Bicycle Acquired Assets and the purchase terms for the Moto Acquired Assets, each as set forth in the Asset Purchase Agreement, including the consideration therefor, are fair and reasonable under the circumstances of this Chapter 11 case and this proceeding.

16. The Motion and the Sale should be approved as they are in the best interests of the Debtor, the Debtor's estate, and the Debtor's creditors.

17. The Sale is not being entered into in order to escape liability for the debts of the Debtor's estate, and the estate otherwise is unable to satisfy the Debtor's debts. The Debtor has full corporate power and authority necessary to consummate the transactions contemplated by the Asset Purchase Agreement and has taken all corporate action necessary to authorize and approve the Asset Purchase Agreement and the consummation of the transactions contemplated thereby.

18. Given all of the circumstances of this Chapter 11 case and the adequacy and fair value of the purchase price under the Asset Purchase Agreement, the Sale of the Bicycle Acquired Assets and the Moto Acquired Assets to the Proposed Buyers constitutes a reasonable and sound exercise of the Debtor's business judgment and should be approved.

D. Good Faith Of the Proposed Buyers

19. The Proposed Buyers are purchasing the Bicycle Acquired Assets and the Moto Acquired Assets in good faith and are good faith purchasers within the meaning of 11 U.S.C. § 363(m), and are therefore entitled to the protection of that provision. The Proposed Buyers have proceeded in good faith in all respects in connection with the Sale and this proceeding in that, among other things (a) the Proposed Buyers recognized that the Debtor was free to deal with any other party interested in acquiring the Bicycle Acquired Assets or the Moto Acquired Assets; (b) the Proposed Buyers agreed to provisions in the Asset Purchase Agreement, and approved in the Sale Procedure Order, that enabled the Debtor to auction the Bicycle Acquired Assets and the Moto Acquired Assets separately and to accept a higher and better offer on either asset group at the Auction; (c) all payments to be made by the Proposed Buyers, and other agreements or arrangements entered into by the Proposed Buyers in connection with the

transactions set forth in the Asset Purchase Agreement, have been disclosed; (d) the Proposed Buyers have not violated 11 U.S.C. § 363(n) by any action or inaction; (e) the Proposed Buyers are third-party purchasers unrelated to the Debtor; and (f) the negotiation and execution of the Asset Purchase Agreement and any other agreements or instruments related thereto were without collusion, from arm's-length bargaining positions, and in good faith.

E. The Auction and Competing Offers

20. The Debtor adequately marketed the Bicycle Acquired Assets and the Moto Acquired Assets and conducted the Sale process and the Auction in a non-collusive, fair, and good faith manner, all in accordance with the Sale Procedure Order.

21. Although one Competing Offer was submitted for the Bicycle Acquired Assets and one Competing Offer was submitted for the Moto Acquired Assets, the Debtor determined, in consultation with its financial advisors and the Committee, that the consideration offered by the Proposed Buyers in the Asset Purchase Agreement for the Bicycle Acquired Assets and the Moto Acquired Assets in each instance was higher and better than the Competing Offers.

F. No Successor Liability

22. The Proposed Buyers would not have entered into the Asset

Purchase Agreement and will not consummate the transactions contemplated thereby if the Sale of the Bicycle Acquired Assets and the Moto Acquired Assets were not free and clear of all liens, claims, interests, or encumbrances of any kind or nature whatsoever (other than the Permitted Liens and any liabilities expressly assumed under the Asset Purchase Agreement) or if the Proposed Buyers would, or in the future could, be liable for any such liens, claims, interests, or encumbrances.

23. Based on the record of the Sale Hearing, (i) the Proposed Buyers, individually or together, do not constitute a successor to the Debtor or its estate; (ii) the Sale does not constitute a consolidation or merger, or de facto merger or consolidation, of the Proposed Buyers, individually or together, and the Debtor or its estate; (iii) the Proposed Buyers, individually or together, and their businesses, are not merely a continuation or substantial continuation of the Debtor or its businesses in that there is not substantial continuity between the Proposed Buyers, individually or together, and the Debtor or its estate and there is no continuity of enterprise between the Proposed Buyers, individually or together, and the Debtor or its estate; and (iv) the Proposed Buyers do not have any common incorporators, directors, or shareholders with the Debtor.

24. Based on the foregoing, the Proposed Buyers shall not have any successor or other liability for any liens, claims, interests, or encumbrances of any kind or

nature against or related to the Debtor, the Debtor's estate, the Bicycle Acquired Assets, or the Moto Acquired Assets whatsoever (other than the Permitted Liens and any liabilities expressly assumed under the Asset Purchase Agreement).

G. Procedures for Assumption of Executory Contracts

25. The Proposed Buyers would not have entered into the Asset Purchase Agreement and will not consummate the transactions contemplated thereby if they could not be assigned certain Executory Contracts of the Debtor. The assumption by the Debtor and the assignment to the Proposed Buyers of these Executory Contracts therefore is essential to the Sale and is an essential asset that the Proposed Buyers are acquiring under the Asset Purchase Agreement.

26. Subject to certain conditions, the Asset Purchase Agreement provides that the Proposed Buyers can direct the Debtor to file a motion to assume and assign to the Proposed Buyers, pursuant to 11 U.S.C. § 365, any Executory Contract not previously rejected. These procedures are found to be fair and reasonable and enforceable against the Debtor, and the Debtor shall comply with these procedures when requested to do so by the Proposed Buyers (irrespective of whether such requests are prior to or subsequent to the Closing of the Sale of the Bicycle Acquired Assets or the Moto Acquired Assets to the Proposed Buyers).

H. Retention Of Jurisdiction

27. It is necessary and appropriate for this Court to retain jurisdiction to interpret and enforce the terms and provisions of this Order and the Asset Purchase Agreement and to adjudicate, if necessary, any and all disputes concerning the assumption and assignment of the Executory Contracts, any right, title, or property interest, including ownership claims, relating to the Bicycle Acquired Assets or the Moto Acquired Assets and the proceeds thereof, as well as the extent, validity, and priority of all liens relating thereto.

I. Miscellaneous

28. To the extent appropriate, findings of fact in this Order shall be construed as conclusions of law and conclusions of law in this Order shall be construed as findings of fact.

**BASED ON THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED,
AND DECREED, EFFECTIVE IMMEDIATELY, AS FOLLOWS:**

A. The relief requested in the Motion is granted and approved in all respects, and any objections thereto that have not been otherwise withdrawn, waived, or settled are overruled. The Asset Purchase Agreement and the Sale are hereby approved in all respects.

B. The Debtor is authorized and directed to take any and all actions necessary or appropriate to (i) consummate the Sale of the Bicycle Acquired Assets and the Moto Acquired Assets to the Proposed Buyers (including, without limitation, to convey to the Proposed Buyers any and all of the assets intended to be conveyed) at the Closing in accordance with the Motion, the Asset Purchase Agreement, and this Order; (ii) perform, consummate, implement, and close fully the Asset Purchase Agreement together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement; and (iii) perform the obligations contemplated by the Asset Purchase Agreement including all actions reasonably requested by the Proposed Buyers in regard thereto.

C. Upon the Closing, the Bicycle Acquired Assets and the Moto Acquired Assets to be transferred, sold, and delivered to the Proposed Buyers shall be free and clear of any and all encumbrances, obligations, liabilities, interests, contractual commitments, claims, security interests, mortgages, liens, charges, adverse claims, claims of possession, right of ways, licenses, easements, or restrictions of any kind or nature whatsoever (whether based in law or equity, including, without limitation, any claim or interest based on or related to any employee benefit obligations, patent or trademark laws (including all claims and interests asserted by Robinson), the Employee Retirement

Income Security Act, the Comprehensive Omnibus Budget Reconciliation Act, CERCLA, other environmental laws, or product liability laws or any claim or interest based on any theory of successor liability, de facto merger, substantial continuity, or similar theory) (hereinafter collectively referred to as "Interests," such term to be deemed to exclude any and all Permitted Liens and other liabilities expressly assumed under the Asset Purchase Agreement), with all such Interests to attach to the net proceeds of the Sale in the order of their priority, subject to any claims or defenses of the Debtor, the Committee, or any other party in interest.

D. The Proposed Buyers are not successors to the Debtor or its estate by reason of any theory of law or equity, and the Proposed Buyers shall not assume or in any way be responsible or liable for any liability or obligation of the Debtor or its estate, except as may otherwise expressly be provided in the Asset Purchase Agreement. Without limiting the generality of the foregoing, the Proposed Buyers (and their successors, assigns, officers, directors, shareholders, and affiliates) shall have no liability or responsibility for, and shall be deemed released from (i) any Excluded Liabilities (as defined in the Asset Purchase Agreement) and (ii) any other claims or Interests against the Debtor or arising out of or related to the Debtor's businesses, the Bicycle Acquired Assets, or the Moto Acquired Assets prior to the Closing, whether known or unknown,

now existing or hereafter arising, whether fixed or contingent, including any Interests arising under any applicable revenue, pension, patent, trademark, ERISA, tax, labor, environmental, or product liability law.

E. Effective on the date of entry of this Order, except as may otherwise expressly be provided in the Asset Purchase Agreement, all entities, including, the Debtor, the Debtor's estate, creditors, employees, former employees, shareholders, persons holding any Interest against or Interest in the Debtor's estate, the Bicycle Acquired Assets or the Moto Acquired Assets (including any Interests arising under any applicable revenue, pension, patent, trademark, ERISA, tax, labor, environmental, or product liability law), Robinson, administrative agencies, governmental departments, secretaries of state, federal, state and local authorities, any entity maintaining any authority relating to any environmental laws, and their respective successors or assigns, shall be permanently and forever barred, restrained, and enjoined from commencing or continuing in any manner any action or other proceeding of any kind against the Proposed Buyers, or their successors, assigns, officers, directors, affiliates, or shareholders, as the alleged successors or otherwise, with respect to any Interests arising out of or related to the Bicycle Acquired Assets, the Moto Acquired Assets, the Debtor, the Debtor's estate, the operation of the Debtor's business prior to the Closing, or the

Sale.

F. Each and every term and provision of the Asset Purchase Agreement, together with the terms and provisions of this Order, shall be binding in all respects upon all entities, including the Debtor, the Debtor's estate, creditors, employees, former employees, shareholders, persons holding any Interest against or Interest in the Debtor's estate or any of the Bicycle Acquired Assets or the Moto Acquired Assets (including any Interests arising under any applicable revenue, pension, patent, trademark, ERISA, tax, labor, environmental, or product liability law), Robinson, administrative agencies, governmental departments, secretaries of state, federal, state and local authorities, any entity maintaining any authority relating to any environmental laws, and their respective successors or assigns, including, but not limited to all non-Debtor parties to any Executory Contracts that may be assigned to the Proposed Buyers under the Asset Purchase Agreement.

G. The transactions contemplated by the Asset Purchase Agreement and this Order are undertaken by the Proposed Buyers in good faith, as that term is used in 11 U.S.C. § 363(m) and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale unless such authorization is duly stayed pending such appeal prior to the Closing.

The Proposed Buyers are entitled to all of the protections afforded by 11 U.S.C. § 363(m).

H. This Order: (a) is and shall be effective as a determination that, upon Closing, all Interests existing as to the Bicycle Acquired Assets and the Moto Acquired Assets have been and hereby are adjudged and declared to be unconditionally released, discharged, and terminated, and (b) shall be binding upon and govern the acts of all entities, including, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Bicycle Acquired Assets or the Moto Acquired Assets conveyed to the Proposed Buyers. All Interests of record as of the date of this Order shall be forthwith removed and stricken as against the Bicycle Acquired Assets and the Moto Acquired Assets. All such Entities described above in this Paragraph H are authorized and specifically directed to strike all such recorded Interests against the Bicycle Acquired Assets and the Moto Acquired Assets from their records, official and otherwise, including

without limitation those Interests listed on Schedule 6.1(f) to the Asset Purchase Agreement (except as may otherwise expressly be provided in the Asset Purchase Agreement).

I. If any person or entity that has filed statements or other documents or agreements evidencing Interests on or in the Bicycle Acquired Assets or the Moto Acquired Assets shall not have delivered to the Debtor prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Interests that the person or entity has or may assert with respect to the Bicycle Acquired Assets or the Moto Acquired Assets, the Debtor is hereby authorized and directed to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Bicycle Acquired Assets or the Moto Acquired Assets as the case may be.

J. Any and all Bicycle Acquired Assets or Moto Acquired Assets in the possession or control of any person or entity, including, without limitation, any former vendor, supplier, or employee of the Debtor (a) shall be transferred to the Proposed Buyers free and clear of the Interests and (b) shall be delivered at the Closing to the

Proposed Buyers unless, pursuant to the Asset Purchase Agreement, such person, entity, vendor, supplier, or employee may retain temporary possession or control of any of such assets, in which case the possession of such item shall be delivered to the Proposed Buyers at such time as is designated by the Proposed Buyers.

K. Nothing contained in any order of any type or kind entered in this Chapter 11 case or any related proceeding subsequent to the entry of this Order shall conflict with, alter, or deviate from the provisions of the Asset Purchase Agreement or the terms of this Order. Any plan of reorganization related to the Debtor shall incorporate the provisions of this Order in all respects.

L. The Debtor is authorized and directed to change the Debtor's name as of the Closing pursuant to the terms of the Asset Purchase Agreement to CB Liquidation Corporation. The Secretary of State of Delaware is authorized and directed to forthwith accept such name change and record such change on its official records. The Clerk of the Bankruptcy Court (the "Clerk") is authorized and directed to modify the style of this Chapter 11 case to:

In re: CB Liquidation Corporation, Debtor

The Clerk and all other parties in interest are directed to file pleadings in this case using CB Liquidation Corporation as the Debtor's name and to otherwise cease the use of the

Debtor's current name in any documents, dockets, pleadings, or other papers filed in this Court or otherwise.

- M. This Court retains jurisdiction, even after the closing of the Chapter 11 case, to:
- a. Interpret, implement, and enforce the terms and provisions of this Order and the terms of the Asset Purchase Agreement, all amendments thereto, and any waivers and consents thereunder and each of the agreements executed in connection therewith;
 - b. Protect the Proposed Buyers or any of the Bicycle Acquired Assets or the Moto Acquired Assets from and against any of the Interests;
 - c. Compel delivery of all Bicycle Acquired Assets and Moto Acquired Assets to the Proposed Buyers;
 - d. Resolve any disputes arising under or related to the Asset Purchase Agreement, the Sale, or the Proposed Buyers' peaceful use and enjoyment of the Bicycle Acquired Assets or the Moto Acquired Assets;
 - e. Adjudicate all issues concerning (alleged) pre-Closing Interests and any other (alleged) Interest(s) in and to the Bicycle Acquired Assets or

the Moto Acquired Assets, including the extent, validity, enforceability, priority, and nature of all such (alleged) Interests;

- f. Adjudicate any and all issues and/or disputes relating to the Debtor's right, title, or interest in the Bicycle Acquired Assets or the Moto Acquired Assets and the proceeds thereof, the Motion, and/or the Asset Purchase Agreement; and
- g. Adjudicate any and all remaining issues concerning the Debtor's obligations, rights, and authority to assume and assign the Executory Contracts and the Proposed Buyers' rights and obligations with respect to such assignment.

N. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale.

O. The provisions of the Asset Purchase Agreement are amended so that the Closing shall occur on or before April 25, 2003.

P. Pursuant to 11 U.S.C. 1146(c), no transfer, sales, stamp, or similar tax shall apply to the Sale or to any documents or instruments recorded or executed to evidence or effect the Sale.

Q. No employee or former employee of the Debtor shall be deemed to be an

employee of the Proposed Buyers absent an agreement between the Proposed Buyers and the employee or former employee establishing new terms of employment.

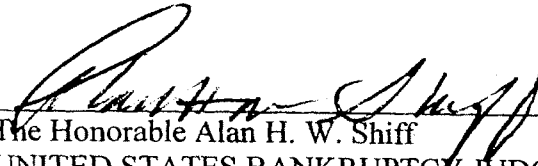
R. The Proposed Buyers shall not be liable for any broker's fee, finder's fee, or similar fee relating in any manner to the Sale.

S. The failure specifically to include any particular provisions of the Asset Purchase Agreement in this Order shall not diminish or impair the efficacy of such provision, it being the intent of this Court that the Asset Purchase Agreement and each and every provision, term, and condition thereof be, and therefore is, authorized and approved in its entirety; provided however that the Asset Purchase Agreement may be modified, amended, or supplemented by the parties thereto, in a writing signed by all parties, without further order of this Court, provided that any such modification, amendment, or supplementation does not have a material adverse effect on the Debtor's estates and is approved by the Committee.

T. This Order and the Judgment Order entered in connection herewith shall be effective immediately upon entry and Federal Rules of Bankruptcy Procedure 6004(g) is waived, and no automatic stay of execution, pursuant to Rule 62(a) of the Federal Rules of Civil Procedure, applies with respect to this Order and/or the Judgment Order entered in connection herewith.

U. Pursuant to Rule 58 of the Federal Rules of Civil Procedure, as made applicable herein by Rule 9021 of the Federal Rules of Bankruptcy Procedure, a separate document in the form of a Judgment Order will be entered approving the Motion.

Dated at Bridgeport, Connecticut this 7 day of ^{April}~~March~~, 2003.


The Honorable Alan H. W. Shiff
UNITED STATES BANKRUPTCY JUDGE

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FILE COPY

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT

In Re: Cannondale Corporation

Case No.: 03 - 50117
Chapter: 11

CERTIFICATE OF MAILING

The undersigned Clerk in the Office of the United States Bankruptcy Court Court, hereby certifies that a copy of the document attached hereto was mailed this date to:

James Berman Zeisler and Zeisler
558 Clinton Avenue
P.O. Box 3186
Bridgeport, CT 06605, Debtor's Attorney

Cannondale Corporation 16 Trowbridge Drive
Bethel, CT 06801, Debtor

, Trustee
Copy of order placed in court mailbox

Office of the United States Trustee
Copy of order placed in court mailbox

Dated: 04/07/03

By: krf

PATENT

RECORDED: 05/27/2008

REEL: 020995 FRAME: 0836