

06-26-2001

ET

Docket No.:

Y

HIC400/78002



101760380

attached original documents or copy thereof.

Tab settings

To the Honorable Commissioner of Pat

1. Name of conveying party(ies):

Morgan Guaranty Trust Company of New York

6-1501

- Individual(s)
- General Partnership
- Corporation-State New York
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **VIB Brands Trademark Security Interest Release**
- Merger
- Change of Name

Execution Date: **May 22, 2001**

2. Name and address of receiving party(ies):

Name: **Vlasic International Brands, Inc.**

Internal Address:

Street Address: **6 Executive Campus**

City: **Cherry Hill** State: **NJ** ZIP: **08022**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **New Jersey**
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

Schedule A

B. Trademark Registration No.(s)

Schedule A



06-15-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #01

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Barry Bumgardner**

Internal Address: **Vinson & Elkins L.L.P.**

Street Address: **2001 Ross Ave., Suite 3700**

City: **Dallas** State: **TX** ZIP: **75201**

6. Total number of applications and registrations involved:.....

36

7. Total fee (37 CFR 3.41):.....\$ **915.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

22-0365

DO NOT USE THIS SPACE

06/25/2001 DBYRNE 00000002 7560130

FC:481
FC:482

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Barry Bumgardner

Name of Person Signing

Signature

June 12, 2001

Date

Total number of pages including cover sheet, attachments, and document

30

TRADEMARK

SCHEDULE A – VIB TRADEMARK SECURITY INTEREST RELEASE

Trademark	Country	Reg. No./ (App. No)	Reg. Date/ (App. Date)
BERRILICIOUS APPLE SMASHIN' SAUCE	United States	(75/881,921)	(12/20/1999)
CHILLIN' CHEESE PIZZA	United States	(75/766,970)	(8/03/1999)
CHOMPING CHICKEN DRUMLETS	United States	(75/766,969)	(8/03/1999)
CRUISIN' CORNDOG	United States	(75/742,976)	(7/08/1999)
DESIGN (ALLIGATOR)	United States	1,840,683	6/21/1994
DESIGN (BEAR)	United States	1,838,030	5/31/1994
DESIGN (ELEPHANT)	United States	1,839,558	6/14/1994
DESIGN (FOX)	United States	1,845,775	7/19/1994
DESIGN (HIPPO)	United States	1,840,680	6/21/1994
DESIGN (LION)	United States	1,824,530	3/01/1994
DESIGN (MOOSE)	United States	1,839,532	6/14/1994
DESIGN (RHINO)	United States	1,840,737	6/21/1994
DESIGN (TIGER)	United States	1,840,681	6/21/1994
DESIGN (WALRUS)	United States	1,840,684	6/21/1994
FAMILY SELECTIONS	United States	2,345,616	4/25/2000
FRAZZLING FRIED CHICKEN WINGS	United States	2,362,160 (75/768,884)	6/27/2000 (8/05/1999)
FRENZIED FISH STICKS	United States	2,351,972 (75/766,973)	5/23/2000 (8/03/1999)
FUN FEAST	United States	1,793,773	9/21/1993
GREAT STARTS	United States	1,824,509	3/01/1994
GREAT STARTS & DESIGN	United States	1,825,316	3/08/1994
GREAT TASTE MADE EASY	United States	1,998,679	9/03/1996
HUNGRY-MAN & DESIGN	United States	1,086,538	2/28/1978
LE MENU	United States	1,713,948	9/08/1992
MAC & MORE	United States	1,953,357	1/30/1996
MAC & MORE & DESIGN	United States	1,965,398	4/02/1996
MOTORIN' MAC & CHEESE	United States	(75/766,971)	(8/03/1999)
MUNCHIN' MINI TACOS	United States	(75/766,972)	(8/03/1999)

<u>Trademark</u>	<u>Country</u>	<u>Reg. No./ (App. No)</u>	<u>Reg. Date/ (App. Date)</u>
PLUMP & JUICY & DESIGN (STYLIZED)	United States	1,260,588	12/06/1983
POT PIE FAVORITES	United States	(75/881,922)	(12/20/1999)
POTATO TOPPED	United States	(76/017,136)	(4/04/2000)
RAZZLIN' RINGS	United States	(75/766,966)	(8/03/1999)
ROARIN' RAVIOLI	United States	(75/766,967)	(8/03/1999)
ROCKIN' RIB FINGERS	United States	(75/766,968)	(8/03/1999)
SMASHIN' SAUCE	United States	(75/903,165)	(1/26/2000)
THE ORIGINAL TV DINNER	United States	(75/612,016)	(12/24/1998)
TRADITIONAL FAVORITES	United States	(75/824,207)	(10/15/1999)

VIB TRADEMARK SECURITY INTEREST RELEASE

THIS VIB TRADEMARK SECURITY INTEREST RELEASE, dated as of May 22, 2001 (this "Release"), from Morgan Guaranty Trust Company of New York, as Administrative Agent and Collateral Agent (the "Agent") under the Amended and Restated Credit Agreement dated as of September 30, 1998 (as amended, the "Credit Agreement") among Vlasic Foods International Inc. (the "Borrower"), the banks from time to time party thereto, The Chase Manhattan Bank, as Syndication Agent, and the Agent, is given pursuant to paragraph 21 of Order under 11 U.S.C. §§ 105, 363, 365 and 1146(c) and Fed. R. Bankr. P. 6004, 6006 and 9014 (i) Approving the Asset Purchase Agreement with HMTF Foods Acquisition Corp., (ii) Approving Debtors' Sale of its Businesses Free and Clear of Liens, Claims, Encumbrances and Interests, (iii) Determining that Such Sale Is Exempt from any Stamp, Transfer, Recording or Similar Taxes, and (iv) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, entered by the United States Bankruptcy Court for the District of Delaware, on May 10, 2001, in Case No. 01-00285 (MFW) (the "Order," attached hereto, without its attachments, as Exhibit A). Capitalized terms used herein and not otherwise defined herein have the meanings given to them in the Credit Agreement.

WHEREAS the Borrower, the Subsidiary Guarantors and the Agent entered into a Security Agreement, dated as of September 30, 1998 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Borrower granted to the Agent for the benefit of the Secured Parties a continuing security interest in and to substantially all of the property of Borrower, including all of its right, title and interest in and to the trademarks and trademark applications therefor whether then owned or thereafter acquired or created, including without limitation, the trademarks and trademark applications on Schedule A hereto (collectively, the "Trademarks");

WHEREAS Vlasic International Brands, Inc. ("VIB"), a wholly-owned subsidiary of Borrower, and the Agent entered into a Trademark Security Agreement, dated as of October 7, 1998 (the "1998 Trademark Security Agreement");

WHEREAS VIB and the Agent entered into a Trademark Security Agreement, dated as of August 10, 2000 (the "2000 Trademark Security Agreement");

WHEREAS, pursuant to the 1998 Trademark Security Agreement and the 2000 Trademark Security Agreement, VIB granted to Agent for the benefit of the Secured Parties a continuing security interest in and to all of VIB' right, title and interest in and to the Trademarks;

WHEREAS, the 1998 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 30, 1998, at Reel 1833, Frame 0804;

WHEREAS, the 2000 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 11, 2000, at Reel 2092, Frame 0502, and on August 31, 2000 at Reel 2176, Frame 0677;

WHEREAS, in accordance with the Purchase Agreement (as defined in the Order), the Borrower has agreed to sell (the "Sale") the Trademarks to the Purchaser (as defined in the Order).

NOW, THEREFORE, pursuant to paragraphs 5 and 21 of the Order, the Agent hereby fully, finally and forever releases, discharges and disclaims each Interest and Claim (as such terms are defined in paragraph 5 of the Order) created pursuant to the Credit Agreement, the Security Agreement, the 1998 Trademark Security Agreement and the 2000 Trademark Security Agreement, covering all or any portion of the Trademarks, and assigns any and all Interest or Claims it may have in and to the Trademarks to VIB, *provided*, however, that in accordance with paragraph 5 of the Order, all such Interests and Claims shall continue to attach to the net proceeds of the Sale. Without prejudice to the foregoing proviso and pursuant to paragraph 21 of the Order, the Agent hereby agrees to execute and deliver to VIB, at the expense of VIB, such documents as VIB shall reasonably request to evidence termination of any Interest or Claim pursuant to this Release.

IN WITNESS WHEREOF, Agent has caused this VIB TRADEMARK SECURITY INTEREST RELEASE to be duly executed by its duly authorized officer as of this 22nd day of May, 2001.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

as Collateral Agent

By: Houston A. Stebbins

Name: Houston A. Stebbins

Title: Vice President

STATE OF New York)
) ss.:
COUNTY OF New York)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Houston A. Stebbins personally known to me to be the Vice President of Morgan Guaranty Trust Company of New York appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument pursuant to authority granted to him/her by said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 22nd day of May, 2001.

Haridimos V. Thravalos
Notary Public

My commission expires: _____

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HARIDIMOS V. THRAVALOS
NOTARY PUBLIC, State of New York
No. 01TH0011048
Qualified in Bronx County
Commission Expires Aug. 17, 2002

SCHEDULE A - VIB TRADEMARK SECURITY INTEREST RELEASE

<u>Trademark</u>	<u>Country</u>	<u>Reg. No./ (App. No)</u>	<u>Reg. Date/ (App. Date)</u>	<u>Record Owner</u>	<u>Status/ Comments</u>
BERRILCIOUS APPLE SMASHIN' SAUCE	United States	(75/881,921)	(12/20/1999)	Vlastic International Brands Inc.	Pending
CHILLIN' CHEESE PIZZA	United States	(75/766,970)	(8/03/1999)	Vlastic International Brands Inc.	Pending
CHOMPING CHICKEN DRUMLETS	United States	(75/766,969)	(8/03/1999)	Vlastic International Brands Inc.	Pending
CRUISIN' CORNDOG	United States	(75/742,976)	(7/08/1999)	Vlastic International Brands Inc.	Allowed
DESIGN (ALLIGATOR)	United States	1,840,683	6/21/1994	Vlastic International Brands Inc.	Registered
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DESIGN (MOOSE)	United States	1,839,532	6/14/1994	Vlastic International Brands Inc.	Registered
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LE MENU	United States	1,713,948	9/08/1992	Vlasic International Brands Inc.	Registered
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TRADITIONAL FAVORITES	United States	(75/824,207)	(10/15/1999)	Vlasic International Brands Inc.	Pending

EXHIBIT A

Order entered by the United States Bankruptcy Court

for the District of Delaware

Case No. 01-00285 (MFW)

May 10, 2001

EXHIBIT A – VIB TRADEMARK SECURITY INTEREST RELEASE

**TRADEMARK
REEL: 002318 FRAME: 0921**

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

----- x
In re : Chapter 11
VF BRANDS, INC., et al., : Case No. 01-00285 (MFW)
Debtors. : Jointly Administered
----- x

ORDER UNDER 11 U.S.C. §§ 105, 363, 365
AND 1146(c) AND FED. R. BANKR. P. 6004, 6006 AND 9014
(I) APPROVING THE ASSET PURCHASE AGREEMENT WITH HMTF
FOODS ACQUISITION CORP., (II) APPROVING DEBTORS' SALE OF
ITS BUSINESSES FREE AND CLEAR OF LIENS, CLAIMS, ENCUM-
BRANCES AND INTERESTS, (III) DETERMINING THAT SUCH SALE
IS EXEMPT FROM ANY STAMP, TRANSFER, RECORDING OR SIMILAR
TAXES, AND (IV) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Upon the motion, dated April 6, 2001 (the
"Motion"), of the above-captioned debtors and debtors-in-
possession (collectively, the "Debtors"), for (I) an
order (the "Bidding Procedures Order") under 11 U.S.C. §§
105 and 363 and Fed. R. Bankr. P. 6004(f) (A) approving
bidding procedures and a break-up fee and expense reim-
bursement in connection with the proposed sale by the
above-captioned Debtors (collectively, the "Sellers") and
Vlasic Foods Canada, Inc. ("VFCI") of the Acquired As-

free and clear of all liens, claims, encumbrances and interests, (C) determining that such sale is exempt from any stamp, transfer, recording or similar tax, (D) authorizing the assumption and assignment of certain contracts and unexpired leases and the payment of any amounts necessary to cure monetary defaults, and (E) granting such other relief as may be appropriate (collectively, "Part II of the Motion"); and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties-in-interest; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefore, it is hereby

FOUND, CONCLUDED AND DECLARED THAT:

A. The Court has jurisdiction over this matter and over the property of the Debtors and their respective bankruptcy estates pursuant to 28 U.S.C. §§ 157(a) and 1334;

B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O);

C. Good and sufficient notice of the Sale Hearing and of the relief sought in Part II of the Motion has been given, was in accordance with the Bidding Procedures Order, and is in compliance with Rules 2002, 6004,

6006 and 9014 of the Federal Rules of Bankruptcy Procedure. Sellers also gave due and proper notice of the assumption and assignment of each IP Agreement to each licensor, sublicensor and other non-debtor party under each such IP Agreement as well as to any sublicensees. No other or further notice is required;

D. The Debtors' decision to sell the Acquired Assets pursuant to the Purchase Agreement is an exercise of sound business judgment;

E. Through marketing efforts and a competitive sale process, including (i) the marketing of the Business through an investment banking firm for several months prior to the Petition Date, and (ii) seeking higher and better offers for the Acquired Assets through notice of the Motion and pursuant to the overbid procedures set forth in the Bidding Procedures Order, the Debtors afforded interested potential purchasers a full, fair and reasonable opportunity to make a higher and better offer to purchase the Acquired Assets;

F. The offer by the Purchaser to purchase the Acquired Assets contained in the Purchase Agreement represents the highest and best offer for the Acquired Assets;

G. The Debtors have exercised sound business judgment in deciding to enter into the Purchase Agreement and sell the Acquired Assets to Purchaser pursuant to the Purchase Agreement;

H. The leasehold interests and contracts that are to be assumed and assigned as part of the Acquired Assets pursuant to the Purchase Agreement (collectively, the "Assigned Agreements") are in full force and effect and no default exists 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 (i) the filing of these bankruptcy cases and (ii) the Debtors' failure to pay the Cure Amounts set forth in the Notice of Assumption and Assignment of Executory Contracts and Cure Amounts (Docket No. 275), the First Supplemental Notice of Assumption and Assignment of Executory Contracts and Cure Amounts (Docket No. 280), the Second Supplemental Notice of Assumption and Assignment of Executory Contracts and Cure Amounts (Docket Nos. 283 and 375), and the Third Supplemental Notice of Assumption and Assignment of Executory Contracts and Cure Amounts (Docket No. 282), which events of default may and

shall be cured at the Closing of the sale of the Business;

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

J. The Debtors and Purchaser negotiated the Purchase Agreement in good faith, without collusion, and at arm's length and, as such, Purchaser is a good faith purchaser of all of the Acquired Assets (including the Assigned Agreements and IP Agreements) and is entitled to the protections of Bankruptcy Code section 363(m);

K. Neither the Debtors nor the Purchaser has engaged in any conduct that would cause or permit the Purchase Agreement or the Sale to be avoided or otherwise challenged under Bankruptcy Code section 363(n);

L. The Purchase Price offered by the Purchaser is fair and reasonable and constitutes full and adequate consideration and reasonably equivalent value for the Acquired Assets;

M. Each entity with a security interest in or other lien on all or any portion of the Acquired Assets has consented to its sale or is deemed to have consented to its sale, such interest is a lien and the price at which such property is being sold is greater than the aggregate value of all liens on such property, or each

entity could be compelled in a legal or equitable proceeding to accept a money satisfaction of such interest;

N. The sale of the Acquired Assets will reduce, if not substantially eliminate, the Debtors' secured indebtedness and thereby facilitate the formulation and confirmation of a reorganization plan;

O. The Debtors and Purchaser have, to the extent necessary, satisfied the requirements of Bankruptcy Code section 365, including sections 365(b)(1) and 365(f) in connection with the sale, assumption and assignment of the Assigned Agreements. The undertakings by Purchaser in the Purchase Agreement constitute adequate assurance of future performance under the Assigned Agreements;

P. Each IP Agreement is an executory contract of the Sellers under Bankruptcy Code section 365;

Q. Sellers may assume each IP Agreement in accordance with Bankruptcy Code section 365, and may assign each IP Agreement in accordance with Bankruptcy Code sections 363 and 365;

R. All conditions and requirements under Bankruptcy Code sections 363 and 365 for the assumption by Sellers and assignment to Purchaser of each IP Agreement has been satisfied;

S. Upon Closing, in accordance with Bankruptcy Code sections 363 and 365, Purchaser shall be fully and irrevocably vested in all right, title and interest of each of the Sellers under each IP Agreement, and following the Closing, each IP Agreement shall remain in full force and effect;

T. Upon the assumption and assignment of the Assigned Agreements, Purchaser shall succeed to all the right, title and interest of the Debtors under the Assigned Agreements and the Debtors shall be released from any liability or further performance under the Assigned Agreements; provided, however, the Debtors will remain liable on all Retained Liabilities;

U. The Purchaser is not assuming any liabilities of the Debtors, the Business or their subsidiaries and affiliates, or otherwise relating to the Acquired Assets, other than those expressly assumed by Purchaser under the Purchase Agreement;

V. The relief requested in the Motion is a necessary and appropriate step toward enabling the Debtors to successfully conclude these chapter 11 cases and is in the best interests of the Debtors, their estates and their creditors;

W. The transfers of the Acquired Assets by the Debtors to Purchaser (a) are or will be legal, valid and effective transfers of the Acquired Assets to Purchaser and (b) vest or will vest Purchaser with all right, title, and interest of the Debtors in any of the Acquired Assets on the date of the Closing free and clear of any Interests (as defined below) or Claims (as defined below) pursuant to Bankruptcy Code sections 105 and 363(b) and (f);

X. The Heinz Agreement, except for the payment of the Expense Reimbursement and Break-Up Fee thereunder, has been terminated in accordance with its terms and the Prior Bidding Procedures Order; and

Y. All findings of fact and conclusions of law made or announced by the Court at the Sale Hearing are incorporated herein; and it is therefore

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED in all respects.

2. Pursuant to 11 U.S.C. § 363(b), the Purchase Agreement, substantially in the form attached hereto as Exhibit 1, is approved in all respects.

3. All objections to the Motion that are not withdrawn are overruled or denied.

4. Pursuant to 11 U.S.C. § 363(b), the Debtors are hereby authorized and directed to sell the Acquired Assets to the Purchaser in accordance with and subject to the terms and conditions of the Purchase Agreement, and are further authorized and directed to execute and deliver, and are empowered to perform under, consummate and implement, the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement, and to take all further actions as may be reasonably requested by Purchaser for the purposes of assigning, transferring, granting, conveying and conferring to Purchaser or reducing to possession, the Acquired Assets, or as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Purchase Agreement.

5. Pursuant to 11 U.S.C. §§ 105(a) and 363(f), upon the Closing under the Purchase Agreement, the Acquired Assets shall be transferred to the Purchaser free and clear of (i) all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any

restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership (collectively, "Interests"), and (ii) all debts arising in any way in connection with any agreements, acts, or failures to act, of any of the Debtors or any of the Debtors' predecessors or affiliates, claims (as that term is defined in the Bankruptcy Code), obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability (collectively, "Claims"), with all such Interests and Claims to attach to the net proceeds of the sale of the Acquired Assets in the order of their priority, with the same validity, force and effect which they now have as against the Acquired Assets, subject to any claims and defenses the Debtors may possess with respect thereto. Except as expressly provided in the Purchase Agreement, no entity (as defined in the Bankruptcy Code) shall assert any

Claim or Interest against the Acquired Assets, Purchaser, or any Purchaser Affiliate.

6. The transfer of the Acquired Assets pursuant to the Purchase Agreement is a transfer pursuant to 11 U.S.C. § 1146(c) and, accordingly, may not be taxed under any law imposing a stamp, transfer, recording or similar tax. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transfer of any of the Acquired Assets, all without imposition or payment of any stamp tax, transfer tax, or similar tax.

7. Purchaser is a good-faith purchaser entitled to the protection of 11 U.S.C. § 363(m) and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale of any of the Acquired Assets (including the assumption and assignment of any of the Assigned Agreements) shall not affect the validity of the sale to Purchaser, unless such authorization is duly stayed pending such appeal prior to the Closing.

8. The Purchase Price for the Acquired Assets is fair and reasonable and may not be avoided or otherwise challenged under 11 U.S.C. § 363(n).

9. The Debtors, including but not limited to their respective officers, employees and agents, are hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the Purchase Agreement and this Order.

10. Other than those Claims expressly assumed by the Purchaser under the Purchase Agreement, the Purchaser has not assumed any liabilities of any of the Debtors or VFCI and all parties are hereby forever barred and enjoined from pursuing the Purchaser for any Claims or Interests against any of the Debtors, VFCI, their Business or any of their respective predecessors, affiliates and subsidiaries arising prior to the date hereof.

11. The Debtors are hereby authorized and directed in accordance with 11 U.S.C. §§ 105(a) and 365 to (a) assume and assign to Purchaser, effective upon the Closing of the sale of the Business, the Assigned Agreements free and clear of all Claims and Interests of any kind or nature whatsoever, (b) execute and deliver to Purchaser such documents or other instruments as may be necessary to assign and transfer the Assigned Agreements to Purchaser, and (c) pay all amounts necessary to cure any monetary defaults in respect of the Assigned Agree-

ments to the extent such amounts are not paid by Purchaser or the Successful Bidder. Purchaser shall have the right to object to any proposed Cure Amount asserted by the non-debtor to any Assigned Agreement.

12. Each of the Assigned Agreements shall be transferred to, and remain in full force and effect for the benefit of, and be enforceable by, Purchaser in accordance with each of their respective terms, notwithstanding any provision in any of the Assigned Agreements (including, without limitation, those of the type described in Bankruptcy Code sections 365(b)(2), 365(c) and 365(f)(1) and (3) or any applicable non-bankruptcy law) that prohibits, restricts or conditions such assignment or transfer and, pursuant to Bankruptcy Code section 365(k), upon the assumption and assignment of the Assigned Agreements by the Debtors to Purchaser, the Debtors and their estates shall be relieved from any and all liability for any breach of the Assigned Agreements occurring after the assignment to Purchaser.

13. In addition to the provisions of this Sale Order contained in paragraph 12 with respect to the Assigned Agreements, Sellers may assume each IP Agreement in accordance with Bankruptcy Code sections 363 and 365. All requirements and conditions under Bankruptcy Code

sections 363 and 365 for the assumption by Sellers and assignment to Purchaser of each IP Agreement have been satisfied. Upon Closing, in accordance with Bankruptcy Code sections 363 and 365, all right, title, and interest of each of the Sellers under the IP Agreements shall be transferred and assigned to Purchaser and Purchaser shall be fully and irrevocably vested in all such right, title, and interest of each of the Sellers under each IP Agreement and following Closing, each IP Agreement shall remain in full force and effect.

14. Each Debtor is hereby authorized and directed to change its name to a name which does not include the word "Vlasic" or any word contained in any of the Marks other than words of general use, or a word that is confusingly similar to the word "Vlasic" or any words contained in any of the Marks other than words of general use.

15. This Order and the Purchase Agreement shall be binding in all respects upon all creditors (whether known or unknown) of any Debtor, all non-debtor parties to the Assigned Agreements, all successors and assigns of the Purchaser, the Debtors and their affiliates and subsidiaries, the Business, and any subsequent trustees appointed in the Debtors' chapter 11 cases or

upon a conversion to chapter 7 under the Bankruptcy Code and shall not be subject to rejection. Nothing contained in any chapter 11 plan confirmed in these bankruptcy cases or the confirmation order confirming any such chapter 11 plan shall conflict with or derogate from the provisions of the Purchase Agreement or this Sale Order.

16. Notwithstanding Fed. R. Bankr. P. 6004(g) and 6006(d), this Sale Order shall be effective and enforceable immediately upon entry.

17. Any provision in any agreement to which the Business or any of the Sellers is a party that purports to declare a breach or default as a result of a change of control in respect of the Business is hereby deemed unenforceable and all such agreements shall remain in full force and effect.

18. The Purchase Agreement is in full force and effect and the failure to specifically reference a specific provision in this Order shall not affect the validity or binding effect of such provision.

19. The Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order

of the Court; provided that any such modification, amendment, or supplement is not material.

20. Except as expressly provided in the Purchase Agreement, Purchaser is not assuming nor shall it or any Purchaser Affiliate be in any way liable or responsible, as a successor or otherwise, for any liabilities, debts, or obligations of the Debtors or any other Seller, or any liabilities, debts, or obligations in any way whatsoever relating to or arising from the Acquired Assets or the Business or the Debtors' or any Sellers' operation or use of the Acquired Assets or the Business prior to the consummation of the transactions contemplated by the Purchase Agreement, or any liabilities calculable by reference to the Debtors or Sellers or their assets or operations, or the Business, or relating to continuing or other conditions existing on or prior to consummation of the transactions contemplated by the Purchase Agreement, which liabilities, debts, and obligations are hereby extinguished insofar as they may give rise to liability, successor or otherwise, against Purchaser or any Purchaser Affiliate.

21. Each creditor of any of the Debtors and any holder of an Interest in any of the Acquired Assets is hereby directed to, and shall, execute and deliver to

Purchaser at Closing (or such later date as Purchaser shall specify) any and all documents and instruments necessary or desirable (including UCC-3 termination statements) to evidence the release of Interests and Claims contemplated by this Order.

22. The assumption and assignment of the executory Facility Services Contract effective as of January 3, 2000 among NFI Interactive Logistics, Inc. ("NFI") and Vlastic Foods International Inc. is approved. Notwithstanding any other provision of this Order, NFI's rights, if any, to seek equitable relief with respect to the enforcement of the Facility Services Contract, and any and all defenses with respect thereto, are preserved. In granting the relief provided for in this Paragraph, no determination is made with respect to the existence or merits of any such rights.

23. Although not previously noticed for assumption and assignment by the Debtors in connection with the Sale to the Purchaser, as announced on the record at the hearing on the Motion, and upon the consent of Kraft Foods North America, Inc., as successor to General Foods Corporation ("Kraft"), the executory Trademark License Agreement (as amended, the "License") dated September 11, 1987 with Kraft shall be an Assigned Agree-

ment, the Cure Amount with respect to the same is fixed at \$0, and the assumption and assignment of the License is approved.

24. The objection (the "USCS Objection") of United States Cold Storage, Inc. ("USCS") to the Motion is overruled. The assumption and assignment of the Real Property Lease and the Handling Equipment Lease (as such terms are defined in the USCS Objection) is approved. The cure claim asserted in the USCS Objection of \$232,440.11, and any and all defenses thereto, are preserved. The Debtors shall deposit the sum of \$232,440.11 at Closing in an interest-bearing account and shall hold the same pending further order. The Court will have jurisdiction to determine USCS's asserted cure claim and the disposition of such deposit.

25. As represented on the record at the hearing on the Motion, the Limited Objection of Campbell Soup Company to the Motion is withdrawn, and the following provisions are hereby ordered:

a. Pursuant to the Purchase Agreement, which is amended by the First Amendment filed with the Court, equipment located at the Omaha facility and owned by Campbell Soup Company ("Campbell"), as set forth in the Second Amendment, effective as of December 1, 2000, to

the Food Service Supply Agreement between Campbell and Vlastic Foods International Inc., effective as of March 30, 1998, is not being purchased by the Purchaser.

b. The "Listowel Obligations" referred to in the Limited Objection shall be paid by the Debtors when due, to the extent not previously paid. The Debtors shall be responsible for such other amounts as may become due and owing under the Listowel Agreement prior to Closing, in accordance with the terms thereof; provided, however, that to the extent, if any, pursuant to the terms and conditions of the Purchase Agreement, some or all of such amounts outstanding as of the Closing may be assumed and paid by the Purchaser.

c. The Cure Amount owing to Campbell under the Food Services Supply Agreement consists of (a) a prepetition amount of \$548,438.55, and (b) an additional amount representing the purchase price variance adjustment for the third quarter ended April 28, 2001, computed in accordance with the Food Services Supply Agreement and in a manner consistent with prior practice of the parties. Such Cure Amounts are "Cure Costs" within the meaning of the Purchase Agreement that shall be paid to Campbell by the Purchaser if and when the Food Services Supply Agreement is assumed and assigned. The Court will

have jurisdiction to resolve any dispute that may arise with respect to the determination of such third quarter amount. The Debtors acknowledge that such Cure Amounts constitute "Cure Costs" within the meaning of the Purchase Agreement that will be considered in the calculation of Net Working Capital, as such term is defined therein.

d. Nothing in this Order shall alter or amend the Purchase Agreement, including with respect to the treatment of Cure Costs (as defined therein) and the obligations of Sellers and Purchaser, as the case may be, with respect to the accounting and payment of Cure Costs thereunder.

26. This Court shall retain exclusive jurisdiction through the closing of these bankruptcy cases to decide any disputes arising with respect to the Purchase Agreement, the assumption and assignment of the Assigned Agreements, or this Order.

Dated: Wilmington, Delaware
May 16, 2001



Honorable Mary F. Walrath
United States Bankruptcy Judge