

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
United States Bankruptcy Court for the District of Delaware

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other United States Bankruptcy Court

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

2. Name and address of receiving party(ies)
Name: **Diebold, Incorporated**
Internal
Address: _____
Street Address: **5995 Mayfair Road**
City: **North Canton** State: **Ohio** Zip: **44720**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Ohio**
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest

Execution Date: **October 25, 2001**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/799,301
75/597,357

B. Trademark Registration No.(s)
216,950

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Ralph E. Jocke, Esq.**
 Internal Address: **Walker & Jocke**

 Street Address: **231 South Broadway**

 City: **Medina** State: **Ohio** Zip: **44256**

6. Total number of applications and registrations involved: **28**

7. Total fee (37 CFR 3.41).....\$ **1,120.00**
 Enclosed
 Authorized to be charged to deposit account


8. Deposit account number:
04-1077

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Ralph E. Jocke
 Name of Person Signing


 Signature

1/19/02
 Date

Total number of pages including cover sheet, attachments, and document: **18**

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

RECORDATION FORM COVER SHEET
ADDENDUM

947,223
1,085,293
1,194,612
595,921
1,422,566
1,360,177
585,331
690,186
1,258,274
1,568,068
733,952
2,054,964
2,054,959
352,592
588,237
954,842
1,729,072
681,129
647,438
2,280,761
783,411
1,017,353
2,462,343
1,240,135
1,097,281

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:) Chapter 11
)
MOSLER INC., et al.,) Case No. 00-10055 (GMS)
)
Debtors.) Jointly Administered

**ORDER: (A) AUTHORIZING DEBTORS' SALE OF ASSETS,
FREE AND CLEAR OF LIENS AND ENCUMBRANCES
PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE;
(B) AUTHORIZING DEBTORS' ASSUMPTION AND ASSIGNMENT
OF CERTAIN UNEXPIRED LEASES AND OTHER EXECUTORY
CONTRACTS PURSUANT TO SECTION 365 OF
THE BANKRUPTCY CODE; AND (C) GRANTING RELATED RELIEF**

Upon the motion (the "Motion") of the debtors and debtors in possession
(collectively, the "Debtors") in the above-captioned chapter 11 cases for entry of orders:

(A) Approving Terms for Submission of Competing Offers, Over-Bid Procedures, Break-Up Fee
and Notice Requirements; (B) Fixing Deadlines to Object to Cure Amounts and Approval of Sale
of Assets; (C) Authorizing Debtors' Sale of Assets, Free and Clear of Liens and Encumbrances
Pursuant to Section 363 of the Bankruptcy Code; (D) Authorizing Debtors' Assumption and
Assignment of Certain Unexpired Leases and Other Executory Contracts Pursuant to Section 365
of the Bankruptcy Code; and (E) Granting Related Relief; and

Upon this Court's order, dated October 3, 2001, (A) Authorizing and Approving
Procedures to Be Employed in Connection with Proposed Sale of the Assets of the Debtors
Pursuant to Section 363 of the Bankruptcy Code; (B) Authorizing and Approving Bidding
Protections; (C) Authorizing and Approving Bidding Procedures; (D) Fixing Deadlines to Object
to Cure Amounts and Asset Sale; (E) Scheduling Auction and Sale Hearing; and (F) Granting
Other Relief (the "Preliminary Order"); and

Due and sufficient notice of the sale transactions and related relief approved hereby (collectively, the "Sale"), the Preliminary Hearing and the Sale Hearing (as defined below) having been given to all parties entitled thereto, and

A hearing (the "Sale Hearing") having been held before this Court on October 18, 2001 to consider the Sale, at which time all parties in interest were afforded an opportunity to be heard; and the Court having heard testimony and received evidence in support of approval of the Sale;

NOW, THEREFORE, based upon this Court's review of all of: (a) the evidence proffered or adduced at, (b) memoranda and objections filed in connection with, and (c) arguments of counsel made 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 THAT:

A. This Court has jurisdiction to hear and determine the Motion and the matters set forth herein pursuant to 28 U.S.C. §§ 157 and 1334.

B. Venue of these cases in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409(a).

C. Capitalized terms used herein that are not otherwise defined in this Order shall have the meanings ascribed to such terms in the Asset Purchase Agreement¹, dated as of October 17, 2001 (the "Asset Purchase Agreement") between the Debtors and Diebold, Incorporated ("Purchaser") or, if not otherwise defined in the Asset Purchase Agreement or this Order, the meanings ascribed to such terms in the Motion.

¹ A copy of the Asset Purchase Agreement without its voluminous exhibits is attached hereto as Exhibit A.

FROM RICHARDS LAYTON & FINGER 8TH FL

(THU) 10. 25' 01 12:18/ST. 12:17/NO. 4963932416 P 5
NO. 3946 P. 4/17

D. Determination of the Motion is a core proceeding under 28 U.S.C.

§§ 157(b)(2)(A) and 157(b)(2)(N). The statutory predicates for the relief requested herein are sections 105, 363, 365 and 1146 of the Bankruptcy Code and Rules 2002, 6004, 6006, 9007 and 9008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

E. Proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing, the Sale, the assumption and assignment of the Contracts designated pursuant to the Asset Purchase Agreement for assumption by the Debtors and assignment to the Purchaser (collectively, the "Assigned Agreements") and the other relief granted herein has been provided in accordance with the Preliminary Order and applicable law, including sections 102(1), 105(a), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9006, 9008 and 9014 and the Local Rules of this Court, and no other or further notice of the Motion, the Sale Hearing, the Sale, the assumption and assignment of the Assigned Agreements or the entry of this Order is required.

F. A reasonable opportunity to bid on the Purchased Assets or to object or be heard regarding the relief requested in the Motion and granted herein has been afforded to all interested persons and entities, including: (a) all parties, if any, that are known to claim interests in the Assigned Agreements; (b) all parties, if any, that are known to claim interests in or liens upon the Purchased Assets; and (c) all governmental taxing authorities that have, or as a result of the sale of Purchased Assets, may have claims, contingent or otherwise, against the Debtors in connection with the Debtors' ownership of the Purchased Assets.

G. Approval of the Asset Purchase Agreement and consummation of the sale of the Purchased Assets to the Purchaser at this time is in the best interests of the Debtors and their creditors. The Debtors have articulated good and sufficient business justification supporting the sale of the Purchased Assets to the Purchaser pursuant to section 363 of the Bankruptcy

Code. The Debtors and the Purchaser have fully complied with the Preliminary Order and the bidding procedures established therein.

H. The Pre-Petition Lenders have consented to the Sale as required under the Cash Collateral orders.

I. Approval of the Debtors' assumption of the Assigned Agreements and the Debtors' assignment of the Assigned Agreements to the Purchaser is in the best interests of the Debtors and their estates and creditors. The Debtors have articulated good and sufficient business justifications supporting the assumption and assignment of the Assigned Agreements to the Purchaser pursuant to section 365 of the Bankruptcy Code.

J. Each Assigned Agreement is a valid and binding agreement of the Debtors subject to assumption and assignment under section 365 of the Bankruptcy Code. The cure amounts for the Assigned Agreements established pursuant to the procedures set forth in the Preliminary Order and as identified on the Cure Notice (as defined below) represent all amounts necessary to cure all defaults and compensate for all pecuniary losses under the Assigned Agreements pursuant to section 365(b) of the Bankruptcy Code. Adequate assurance (within the meaning of section 365(f)(2)(B) of the Bankruptcy Code) of the Purchaser's future performance under the Assigned Agreements has been provided. Notwithstanding the foregoing, this paragraph shall not be deemed a determination of the issues raised in the unresolved objections of certain non-Debtor parties to the Assigned Agreements, as identified on the attached Exhibit B (collectively, the "Adjourned Objections"), which shall remain subject to further resolution of the parties or determination of the Court. Accordingly, the entry of this Order shall be without prejudice to the Court's determination of the issues raised by the Adjourned Objections with respect to the Assigned Agreements covered thereby and the objecting parties' respective rights to prosecute such objections.

FROM RICHARDS LAYTON & FINGER 8TH FL

(THU) 10. 25' 01 12:19/ST. 12:17/NO. 4863932416 P. 7
NO. 3940 P. 6/11

K. The non-Debtor parties to the Assigned Agreements have either:

(a) consented to the assumption and assignment of the Assigned Agreements in accordance with the terms of the Asset Purchase Agreement or by the resolution of asserted objections; (b) are deemed to have consented to such assumption and assignment by their failure to timely object as required by the Preliminary Order; or (c) have interposed objections to the assumption and assignment of the Assigned Agreements in the Adjoined Objections, which objections shall be resolved pursuant to agreement of the parties or further order of this Court

L. The Debtors have good and marketable title in and to the Purchased Assets. The consideration to be paid by the Purchaser under the Asset Purchase Agreement constitutes adequate and fair value for the Purchased Assets.

M. The Asset Purchase Agreement (a) was negotiated, proposed and entered into in good faith, from arm's length bargaining positions, by the Debtors and the Purchaser, without collusion; and (b) constitutes the highest or otherwise best offer for the Purchased Assets. The Purchaser is entitled to the protections of a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code with respect to the transactions approved hereby.

N. The Purchased Assets constitute property of the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Debtors may sell and transfer the Purchased Assets to the Purchaser free and clear of any and all interests in or liens, claims or encumbrances upon the Purchased Assets because all creditors claiming an interest in the Purchased Assets either (1) have consented to the Sale or are deemed to have consented to the Sale by failing to object to the relief granted herein; (2) could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of such interests, liens, claims or encumbrances; or (3) otherwise fall within the provisions of section 363(f) of the Bankruptcy Code.

FROM RICHARDS LAYTON & FINGER 8TH FL

(THU) 10. 25' 01 12:19/ST. 12:17/NO. 4863332416 P 8
NO. 3946 P. 7/17

O. The sale of the Purchased Assets is a prerequisite to the Debtors' ability to confirm and consummate a plan of liquidation. The Sale is a sale in contemplation of such a plan and, accordingly, is a transfer pursuant to section 1146(c) of the Bankruptcy Code, which shall not be taxed under any law imposing a stamp, transfer, recording or similar tax.

F. Immediately upon the entry of this Order, this Order will constitute a final and appealable order within the meaning of 28 U.S.C. § 158(a). This Order shall be effective immediately upon entry and the automatic stay provisions pursuant to Bankruptcy Rules 6004(g) and 6005(d) are hereby waived. The Court expressly finds that there is no just reason for delay in the implementation of this Order, and the closing of the Sale may occur as soon as all the conditions precedent to such closing have been satisfied or waived in accordance with the terms and conditions of the Asset Purchase Agreement.

**NOW, THEREFORE, IT IS HEREBY ORDERED; ADJUDGED AND
DECREEED THAT:**

1. The findings set forth above and conclusions of law stated herein shall constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact later shall be determined to be a conclusion of law, it shall be so deemed. To the extent any conclusion of the law later shall be determined to be a finding of fact, it shall be so deemed.
2. The request set forth in the Motion to approve the Sale shall be, and it hereby is, granted on the terms contained herein.
3. All objections to the Motion or the relief requested therein (whether stated in a written objection or on the record at the Sale Hearing) that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby overruled on the merits; provided, however, that (a) the Adjourned Objections shall be resolved by further agreement of

the parties or order of this Court and (b) in the event that the Closing of the Sale to the Purchaser does not occur, the Purchaser and the United States Trustee shall retain their respective rights to pursue their objections to the sale of the Debtors' assets to ADT Security Services, Inc. and ADT Services AG, as the holders of the Second Best Bid (as defined in the Preliminary Order). The Adjourned Objections shall be scheduled for a hearing before the Court on November 5, 2001 at 11:15 a.m.

4. The terms and conditions of the Asset Purchase Agreement (including all exhibits and schedules thereto and related ancillary agreements) hereby are approved in all respects, and the sale of the Purchased Assets pursuant to the Asset Purchase Agreement is hereby authorized under sections 363(b) and 363(f) of the Bankruptcy Code.

5. The Debtors are authorized to execute and deliver, and empowered to fully perform under, consummate and implement, 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 the transactions contemplated thereby (including by taking such actions that are necessary or appropriate to complete the transfer of the purchased assets of Mosler Canada Inc. to the Purchaser as set forth in the Asset Purchase Agreement) and to take all further actions as may reasonably be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser, or reducing to possession, any or all of the Purchased Assets. The Purchaser shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Asset Purchase Agreement or any other related sale document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence.

FROM RICHARDS LAYTON & FINGER 8TH FL

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NO. 3946 P. 9/17

6. Pursuant to section 363(f) of the Bankruptcy Code and upon the Closing under the Asset Purchase Agreement, good and marketable title to the Purchased Assets shall be transferred to the Purchaser, and, except as expressly provided in the Asset Purchase Agreement, the Purchased Assets shall be free and clear of all Liens, claims, encumbrances or other interests that may be asserted against the Purchased Assets (collectively, "Encumbrances"), with any such Encumbrances to attach to the proceeds of the Sale (the "Sale Proceeds") in the order of their priority, with the same validity, force and effect that they now have as against the Purchased Assets.
7. Except as may be expressly permitted by the Asset Purchase Agreement, all persons and entities holding Encumbrances of any kind and nature with respect to the Purchased Assets hereby are barred from asserting such Encumbrances against the Purchaser, its affiliates, successors or assigns or their respective properties (including the Purchased Assets).
8. If any person or entity that has filed financing statements or other documents or agreements evidencing Encumbrances on or interests in the Purchased Assets shall not have delivered to the Debtors prior to the Closing under the Asset Purchase Agreement, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction or releases of all Encumbrances or other interests which the person or entity has with respect to the Purchased Assets, the Debtors hereby are authorized to execute and file such statements, instruments, releases or other documents on behalf of the person or entity with respect to the Purchased Assets.
9. Subject to and conditioned upon the Closing of the transactions contemplated by the Asset Purchase Agreement and any amendments to the schedules thereto (and subject to the resolution of the Adjoined Objections with respect to the Assigned Agreements addressed thereby), the applicable Debtors are authorized to assume the Assigned

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Agreements, and thereupon to assign the Assigned Agreements to the Purchaser, pursuant to sections 365(a), 365(f) and 363(m) of the Bankruptcy Code. If the Closing does not occur, the Assigned Agreements shall not be deemed to have been assumed by the Debtors or assigned to the Purchaser, pursuant to section 365 of the Bankruptcy Code. Likewise, if a Contract is removed from the list of Assigned Agreements in accordance with the terms of the Asset Purchase Agreement, such agreement shall be an Excluded Contract and shall not be deemed to have been assumed by the Debtors or assigned to the Purchaser, pursuant to section 365 of the Bankruptcy Code.

10. Any party that did not file a timely objection to the Motion in accordance with the Preliminary Order² or whose objection is overruled hereby (or by subsequent order) shall: (a) be deemed to have consented to the Debtors' assumption and assignment of the Assigned Agreements and the satisfaction of the requirements of section 365 of the Bankruptcy Code, other than as to cure amounts; and (b) as to cure amounts, (i) be deemed to have consented to the amounts proposed by the Debtors in the Amended Notice of Debtors' Intent to Assume and Assign Executory Contracts and Unexpired Leases Pursuant to the Debtors' Motion Seeking Among Other Things, Authority to Sell Assets Pursuant to Sections 105, 363, 365 and 1146 of the Bankruptcy Code, filed on or about October 8, 2001 (the "Cure Notice") or such other amount expressly agreed to by the parties or ordered by the Court, and (i) be forever barred and estopped and permanently enjoined from asserting or claiming against the Debtors, the Purchaser, the Debtors' and the Purchaser's respective affiliates, successors or assigns or their respective properties (including the Purchased Assets) that any additional amounts are due or defaults exist on account of obligations alleged to have accrued prior to the date of this Order.

² By agreement with the Debtors, Ameristar Casinos, Inc. and First Citizens Bank of South Carolina were granted additional time to file objections and, in accordance with this agreement, filed Adjourned Objections as identified on the attached Exhibit B.

FROM RICHARDS LAYTON & FINGER 8TH FL

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NO. 3946 P. 11/17

11. Subject to the resolution of the Adjourned Objections with respect to the Assigned Agreements addressed thereby, each non-Debtor party to an Assigned Agreement hereby is forever barred, estopped and permanently enjoined from asserting against the Purchaser, its affiliates, successors or assigns or their respective properties (including the Purchased Assets), any default or breach under any Assigned Agreement; any claim of lack of consent or any other condition to assignment thereof; or any counterclaim, defense, setoff, right of recoupment or any other claim asserted or assertable against the Debtors, arising under or related to the Assigned Agreements and existing as of the Closing Date or arising by reason of the sale of the Purchased Assets, except to the extent expressly provided for in the Asset Purchase Agreement.

12. The sale, transfer, assignment and delivery of the Purchased Assets shall not be subject to any Encumbrances of any kind or nature whatsoever. All persons or entities holding Encumbrances against or with respect to the Purchased Assets of any kind or nature whatsoever, including such Encumbrances that any such person or entity had, has or may have against or with respect to the Purchased Assets, shall be, and hereby are, forever barred, estopped and permanently enjoined from asserting, prosecuting or otherwise pursuing such Encumbrances against the Purchaser, its affiliates, successors and assigns or their respective properties (including the Purchased Assets). Following the Closing Date, no holder of an Encumbrance against or with respect to the Purchased Assets shall interfere with the Purchaser's title to or use and enjoyment of the Purchased Assets based on or related to such Encumbrances, and all such Encumbrances, if any, shall be and hereby are channeled, transferred and attached solely and exclusively to the Sale Proceeds.

13. Upon the Closing of the transactions contemplated by the Asset Purchase Agreement, the Purchaser shall assume all responsibilities of the Debtors under the Assigned

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NO. 3946 P. 12/17

Agreements, including timely payment of rent for all the real property and equipment leased thereunder, to the extent set forth in the Asset Purchase Agreement.

14. From and after the Closing of the transactions contemplated by the Asset Purchase Agreement, the Debtors shall be released from any and all obligations, claims and liabilities the Purchaser may incur under the Assigned Agreements; provided, however, that the Debtors shall be liable for any cure costs incurred on account of its assumption of the Assigned Agreements as and to the extent expressly set forth in the Asset Purchase Agreement. In no event shall the Purchaser be liable for such cure costs, except as and to the extent expressly provided in the Asset Purchase Agreement. The cure amounts to be paid with respect to the Assigned Agreements shall be the cure amounts set forth on the Cure Notice, except for those cure amounts related to Assigned Agreements subject to Adjoined Objections, which cure amounts shall be resolved and paid pursuant to further agreement by the parties or order of the Court.

15. Subject to the resolution of the Adjoined Objections with respect to the Assigned Agreements addressed thereby, the Assigned Agreements shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser or their designees in accordance with their respective terms, notwithstanding any provision in any such Assigned Agreement (including those described in sections 365(b)(2) and 365(f) of the Bankruptcy Code) that prohibits, restricts or conditions such assignment or transfer.

16. All defaults or other obligations of the Debtors under the Assigned Agreements arising or accruing prior to the Closing Date have been cured or shall promptly be cured by the Debtors in accordance with this Order, and the Purchaser shall have no liability or obligation with respect to any default or obligation arising or accruing under any Assumed

FROM RICHARDS LAYTON & FINGER 8TH FL

(THU) 10. 25' 01 12:21/ST. 12:17/NO. 4869552416 P. 14
NO. 3946 P. 13/17

Agreement prior to the Closing Date, except to the extent expressly provided in the Asset Purchase Agreement.

17. This Court retains jurisdiction: (a) to enforce and implement the terms and provisions of the Asset Purchase Agreement and each of the agreements executed in connection therewith; (b) to interpret, implement and enforce the provisions of this Order; and (c) to resolve any disputes arising under or related to the foregoing.

18. The Asset 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 this Court, provided that any such modification, amendment or supplement is not material and adverse to the Debtors.

19. The transfer of the Purchased Assets to the Purchaser shall not be subject to taxation under any state or local law imposing a stamp, transfer or similar tax in accordance with section 1146(c) of the Bankruptcy Code.

20. 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 the Court that the Asset Purchase Agreement and each and every provision, term and condition thereof be authorized and approved in its entirety.

21. The consideration provided by the Purchaser for the Purchased Assets under the Asset Purchase Agreement shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia.

22. The consideration provided by the Purchaser for the Purchased Assets under the Asset Purchase Agreement is fair and reasonable.

FROM RICHARDS, LAYTON & FINGER 8TH FL

(THU) 10. 25 ' 01 12:22/ST. 12:17/NO. 4363332416 P. 15
NO. 3946 P. 14/17

23. Upon the entry of this Order by this Court, with respect to the Asset Purchase Agreement, including the assumption and assignment of the Assigned Agreements approved and authorized herein (or by subsequent order) and the other transactions comprising the Sale, the Purchaser shall be entitled to the protection of section 363(m) of the Bankruptcy Code. The transactions contemplated by the Asset Purchase Agreement are undertaken by the Purchaser in good faith as that term is used in section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of this Order and the authorization to consummate the transactions provided herein shall not affect the validity of any transfer under the Asset Purchase Agreement and this Order to the Purchaser, unless such transfer is duly stayed pending such appeal.

24. On the Closing Date, this Order will be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Purchased Assets or a bill of sale transferring good and marketable title in such Purchased Assets to the Purchaser to the full extent set forth in the Asset Purchase Agreement.

25. 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 Asset Purchase Agreement and this Order.

26. This Order (a) shall be effective as a determination that, on the Closing Date, all Encumbrances of any kind or nature whatsoever existing as to, against or with respect to the Purchased Assets prior to the Closing Date have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds,

FROM RICHARDS LAYTON & FINGER 8TH FL

(THU) 10. 25 '01 12:22/ST. 12:17/NO. 4363832416 P 16
NO. 3946 P. 15/17

registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets.

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

28. Any amounts payable by the Debtors to the Purchaser pursuant to the Asset Purchase Agreement or any transactions contemplated thereby (including, without limitation, any monies held in escrow) shall (a) constitute administrative priority expenses of the Debtors' estate pursuant to sections 503(b) and 507(a)(1) of the Bankruptcy Code and (b) be paid by the Debtors in the time and manner provided in the Asset Purchase Agreement without further order of this Court.

29. Nothing contained in any chapter 11 plan confirmed in these cases or the order confirming any such plan or in any other order in these cases (including any order entered after any conversion of these cases to cases under chapter 7 of the Bankruptcy Code) shall alter, conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Order, including, but not limited to, (a) the obligation of the Debtors to pay any amounts due to the Purchaser pursuant to the Asset Purchase Agreement or any transactions contemplated thereby in the time and manner provided in the Asset Purchase Agreement and without further order of this Court and (b) the status of any such payments as administrative priority expenses of the Debtors' estate pursuant to sections 503(b) and 507(a)(1) of the Bankruptcy Code.

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NO. 3946 P. 16/17

30. The terms and provisions of the Asset Purchase Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and creditors and interest holders, the Purchaser, and their respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting an Encumbrance against, in or with respect to the Purchased Assets to be sold to the Purchaser pursuant to the Asset Purchase Agreement, notwithstanding any subsequent appointment of any trustee for the Debtors under any chapter of the Bankruptcy Code, as to which trustees such terms and provisions likewise shall be binding in all respects.

31. The Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Purchased Assets other than as expressly set forth in the Asset Purchase Agreement. Without limiting the effect or scope of the foregoing, the transfer of the Purchased Assets from the Debtors to the Purchaser does not and will not subject the Purchaser or its affiliates, successors or assigns or their respective properties (including the Purchased Assets) to any liability for claims (as that term is defined in section 101(5) of the Bankruptcy Code) against the Debtors or the Purchased Assets by reason of such transfer under the laws of the United States or any state, territory or possession thereof applicable to such transactions. Neither the Purchaser nor its affiliates, successors or assigns shall be deemed, as a result of any action taken in connection with the purchase of the Purchased Assets to: (a) be a successor to the Debtors; (b) have, *de facto* or otherwise, merged with or into the Debtors; or (c) be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors. Neither the Purchaser nor its affiliates, successors or assigns is acquiring or assuming any liability, warranty or other obligation of the Debtors, except as expressly set forth in the Asset Purchase Agreement and this Order.

FROM RICHARDS LAYTON & FINGER 8TH FL

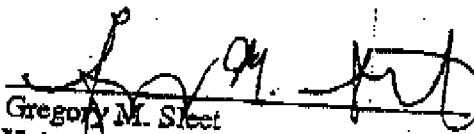
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NO. 3946 P. 17/17

32. The ten-day automatic stay period under Bankruptcy Rules 6004(g) and 6006(d) is hereby waived.

33. This Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing.

Dated: Wilmington, Delaware
October 15, 2001


Gregory M. Sleet
United States District Judge