

**TRADEMARK ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BT Commercial Corporation, as Agent		05/16/2002	CORPORATION: NEW YORK

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Crabar Business Systems Corporation
<b>Street Address:</b>	1129 Miamisburg Centerville Road, Suite 300
<b>City:</b>	Dayton
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45449
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	0643607	KEY-REC
Registration Number:	1627093	

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)521-2875
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	312-521-2275
<b>Email:</b>	asacharoff@muchshelist.com
<b>Correspondent Name:</b>	Much Shelist Freed Denenberg Ament & Rub
<b>Address Line 1:</b>	191 N. Wacker Drive, Suite 1800
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606

<b>ATTORNEY DOCKET NUMBER:</b>	0001795.0001
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<b>NAME OF SUBMITTER:</b>	Adam K Sacharoff
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**Total Attachments: 7**  
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UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF NEW YORK

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In re:

CRABAR BUSINESS SYSTEMS CORPORATION  
and WITT PRINTING COMPANY

Case No. 01-12174  
Chapter 11 Case

Debtors.

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ORDER AUTHORIZING AND APPROVING DEBTORS SALE OF ASSETS PURSUANT TO 11 U.S.C. § 363 (b) (1) AND (f) FREE AND CLEAR OF LIENS AND ENCUMBRANCES OUTSIDE THE ORDINARY COURSE OF BUSINESS AND AUTHORIZING DEBTORS ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES PURSUANT TO 11 U.S.C. § 365 (a) AND (f).

Upon the Debtor's motion (the "Motion") dated April 24, 2002 for an order, inter alia, approving the sale of substantially all of its assets and the assumption and assignment of certain executory contracts and unexpired leases and assumption of certain liabilities pursuant to an asset purchase agreement dated April 5, 2002 as amended by First Amendment to Asset Purchase Agreement dated April 30, 2002 (the "Sale Agreement"); and a hearing on the Motion having been held before the Court on May 16, 2002; and upon hearing counsel to the Debtor, Hancock & Estabrook, LLP in support of the Motion; BT Commercial Corporation, as Agent, by its counsel, Jenner & Block (Paul Possinger, Esq., of counsel) and Menter Rudin & Trivelpiece (Jeffrey A. Dove, Esq., of counsel); the Official Committee of Unsecured Creditors of Deferiet Paper Company, Inc. by its counsel Hodgson Russ Andrews Wood & Goodyear, LLP (Richard L. Weisz, Esq. of counsel) and the Office of the United States Trustee (Kevin Purcell, Esq., of counsel); it is hereby

FOUND AND DETERMINED that:

HANCOCK & ESTABROOK, LLP  
COUNSELLORS AT LAW  
600 MERRY TOWER I  
STEINER, NEW YORK 10022

A. Pursuant to the Motion, the Debtor has moved this Court for an order, *inter alia*, authorizing the Debtor's sale of substantially all of its assets (the "Purchased Assets") and the assumption and assignment of certain executory contracts and unexpired leases (the "Assumed Contracts") and the assumption of certain liabilities (the "Trade Payables") all as defined in the Sales Agreement.

B. This Court entered an order dated May 9, 2002 establishing notice, bidding and other procedures with respect to the Debtor's proposed sale of the Purchased Assets and assumption and assignment of the Assumed Contracts and Trade Payables (the "Bidding Procedures Order").

C. The Debtor served notice of the proposed sale of the Purchased Assets and assumption and assignment of the Assumed Contracts and Trade Payables to all of its creditors by First Class Mail on or about April 24, 2002.

D. The Debtor has complied with the notice and other procedures set forth in the Bidding Procedures Order.

E. Pursuant to the Sale Agreement, Centrum Equities, Inc. ("Centrum") has offered to purchase, on behalf of itself or its designee, the Purchased Assets, Assumed Contracts and Trade Payables (collectively the "Assets").

F. Upon consultation with its sales agent, Nachman Hays Brownstein, Inc. ("NHB"), the Debtor has determined that the price for the Assets reflects the market value thereof, and that the terms and conditions of the Sale Agreement are fair and reasonable.

G. The Debtor has determined that it is in the best interests of the Debtor, its estate and creditors to agree to the terms and conditions of, and consummate the sale contemplated by, the Sale Agreement.

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COUNSELORS AT LAW  
1500 MERRY TOWER I  
SYRACUSE, NEW YORK 13221

H. BT Commercial Corporation, as agent ("BTCC") for the group of lenders as set forth in the Final Debtor-In-Possession Financing Order as amended from time to time (the "Financing Order") entered in this case consents to the relief contemplated herein.

I. The relief set forth herein and the consummation of the transactions contemplated in the Sale Agreement are an essential element to any plan to be proposed in the Debtor's case under section 1121 of the Bankruptcy Code.

J. The terms and conditions of the Sale Agreement are fair and reasonable, and the consideration to be paid pursuant to the Sale Agreement constitutes (i) the highest and best offer for the Assets and (ii) adequate and fair value for the Assets.

K. The Sale Agreement was proposed in good faith and is the result of arms'-length negotiations and bargaining between Centrum, the Debtor and BTCC.

L. To the extent that any executory contracts or unexpired leases are to be assumed pursuant to the Sale Agreement, the Debtor and Centrum have provided adequate assurance of future performance within the meaning of sections 365(b)(1)(C) and (f)(2)(B) of the Bankruptcy Code.

M. Ample opportunity has been provided to all parties to submit bids with respect to the Assets to be acquired pursuant to the Sale Agreement.

N. The Debtor has provided adequate notice of the relief requested herein, and no other or further notice is warranted or required. Notice provided was fair and adequate under the circumstances.

O. The Debtor has articulated good and sufficient business justification supporting the relief requested in the Motion and granted herein and is in the best interests of the Debtor, its estate and its creditors.

HANKOOK & ESTABROOK, LLP  
CORPORATORS AT LAW  
1500 MERRITT TOWNE  
SUITE 1100 NEW YORK, NY 10022

**NOW, THEREFORE, IT IS HEREBY:**

**ORDERED**, that the Motion is hereby approved as set forth herein; and it is further

**ORDERED**, that the Court has jurisdiction pursuant to 28 U.S.C. Section 1334; and it is further

**ORDERED**, that the entry of this Order and all proceedings related thereto constitute a core proceeding pursuant to 28 U.S.C. Section 157 (b) (2) (N) and (O); and it is further

**ORDERED**, that the sale of the Assets as set forth in the Sale Agreement, for the sum of \$7,300,00.00, as adjusted per the terms of the Sale Agreement, is hereby approved with all liens, claims and encumbrances to attach to said proceeds with the same validity, priority and extent that such liens, claims and encumbrances had as of the commencement of this chapter 11 case and such sums shall be immediately distributed to BTCC, for application to the Prepetition Indebtedness and the Post-Petition Indebtedness (each as defined in the Final Order), in accordance with the Final Order, the Prepetition Financing Documents and the Post-Petition Financing Documents; and it is further

**ORDERED**, that the Debtor, in conjunction with Nachman Hays Brownstein and BTCC, is hereby authorized, to negotiate and conclude individual sales of the Excluded Assets, as defined in the Sales Agreement, and to transfer title to same without further application to the Court, and all such property transferred to such buyers shall be free and clear of all liens, claims and encumbrances, with any such liens, claims or encumbrances attaching to the sale proceeds, which sale proceeds shall be distributed to BTCC for application to the Prepetition Indebtedness and Post-Petition Indebtedness in accordance with the Final Order, the Prepetition Financing Documents and the Post-Petition Financing Documents; and it is further

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**ORDERED**, that the terms and conditions of the Sale Agreement are approved in all respects, and the sale of the Purchased Assets pursuant to the Sale Agreement is authorized pursuant to sections 363(b), 363(f) and 363(m) of the Bankruptcy Code, and the Debtors' assumption and assignment of Assumed Contracts and Trade Payables as set forth therein is hereby approved pursuant to sections 365 (a) and (f) of the Bankruptcy Code; and it is further,

**ORDERED**, that pursuant to section 363(f) of the Bankruptcy Code, the Assets shall be transferred to Centrum or its designee upon the closing of the sale contemplated therein free and clear of any liens, claims and encumbrances, with any such liens, claims or encumbrances to attach to the proceeds of the sale in the order of their priority, with the same validity, force and effect which they now have as against the Purchased Assets, with the entirety of such proceeds to be distributed to BTCC for the funding of certain carveouts for the Debtors' professionals appointed in this case and for application to the Prepetition Indebtedness and Post-Petition Indebtedness in accordance with the Final Order; and it is further

**ORDERED**, that all Assets shall be transferred to Centrum or its designee, including, without limitation, all permits and licenses, without further order of the Court; and it is further

**ORDERED**, that Centrum shall have the benefits and protections of Section 363 (m) of the Bankruptcy code; and it is further

**ORDERED**, that upon the consummation of the sale of Assets to Centrum pursuant to the Sales Agreement, all persons holding liens, claims and encumbrances of any kind and nature with respect to the Assets are hereby barred from asserting such liens, claims or encumbrances against the Assets, Centrum or its designee; and it is further

**ORDERED**, that the Debtor is authorized and directed to execute and deliver, and empowered to fully perform under, consummate and implement, the Sale Agreement and all

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except for the sum of \$20,000 to be held in escrow by  
Hancock & Estabrook subject to further order of the Court  
**TRADEMARK**  
**REEL: 002922 FRAME: 0746**

HARLOCK & ESTABROOK, LLP  
CORPORATE & BANKING ATTORNEYS  
BROOMFIELD TOWER  
SUNGARDEN, NEW YORK 10221

additional instruments and documents that may be reasonably necessary or desirable to implement the Sales Agreement, and to take all further actions as may reasonably be requested by Centrum or its designee for the purpose of assigning, transferring, granting, conveying and conferring the Assets to Centrum or its designee; and it is further

**ORDERED**, that if the parties to the Sales Agreement consummate the transaction contemplated therein while an appeal of this Order is pending, such parties shall be entitled to rely upon the protections of section 363(m) of the Bankruptcy Code, absent any stay pending appeal granted by a court of competent jurisdiction prior to such consummation; and it is further

**ORDERED**, that pursuant to Bankruptcy Rule 6004(g), this Order shall be effective and enforceable immediately upon entry and the ten (10) day stay of this Order is hereby waived in its entirety; and it is further

**ORDERED**, that the Debtor is authorized to assume and assign to Centrum or its designee any executory contract or unexpired lease constituting an Assumed Contract or Trade Payable pursuant to the Sale Agreement; and it is further

**ORDERED**, that Centrum or its designee shall not be considered a successor to any collective bargaining or other agreement unless such agreement is specifically designated in writing as an Asset acquired pursuant to the Sale Agreement and it is further

**ORDERED**, that pursuant to section 1146(c) of the Bankruptcy Code, the transfer of the Assets to Centrum or its designee shall not be subject to taxation under any state or local law imposing a stamp, transfer or similar tax; and it is further

**ORDERED**, that all filing or recording officers, wherever located and by whomever appointed, are hereby directed to accept for filing or recording, and to file or record immediately upon presentation thereof, all deeds, bills of sale, mortgages and other instruments or documents



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of absolute or collateral transfer without payment of any recording tax, stamp tax, transfer tax or similar tax imposed by federal, state or local law ; and it is further

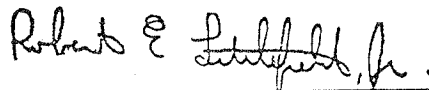
**ORDERED**, that the Sale Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment or supplement is not material and adverse to the Debtor; and it is further

**ORDERED**, that 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 transactions contemplated by the Sale Agreement; and it is further

**ORDERED**, that Hancock & Estabrook, LLP is authorized to execute the Escrow Agreement and to serve as the Escrow Agent (as such terms are defined in the Sale Agreement); and it is further

**ORDERED**, that this Court shall retain jurisdiction to consider and adjudicate any disputes arising under or relating to the Sale Agreement.

Dated: May 16, 2002  
Albany, New York



United States Bankruptcy Judge

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