

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Bankruptcy Court Sale Order clearing all liens, including, but not limited to, the security interest recorded at Reel/Frame 2534/0325

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		12/12/2002	National Organization:

RECEIVING PARTY DATA

Name:	DESA International, Inc.
Street Address:	2701 Industrial Drive
City:	Bowling Green
State/Country:	KENTUCKY
Postal Code:	42101
Entity Type:	CORPORATION: DELAWARE

Name:	DESA Holdings Corporation
Street Address:	2701 Industrial Drive
City:	Bowling Green
State/Country:	KENTUCKY
Postal Code:	42101
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 69

Property Type	Number	Word Mark
Registration Number:	0411610	PINCOR PRODUCTS
Registration Number:	1405722	PORTA-HEAT
Registration Number:	0585910	REMINGTON
Registration Number:	0641988	REMINGTON
Registration Number:	0828558	REDDY HEATER
Registration Number:	0929505	REMINGTON
Registration Number:	0999552	FASTRAK
Registration Number:	1031216	LIMB N'TRIM

CH \$1740.00 0411610

Registration Number:	1098634	AUTO-IDLE
Registration Number:	1188544	COMFORT GLOW
Registration Number:	1301450	VANGUARD
Registration Number:	1337756	COMFORT GLOW
Registration Number:	1442998	VANGUARD
Registration Number:	1442999	MASTER
Registration Number:	1494999	REMINGTON
Registration Number:	1727357	
Registration Number:	1714643	HEAT DEMON
Registration Number:	1730302	HEAT DRAGON
Registration Number:	1704790	
Registration Number:	1933402	COMFORT FLAME
Registration Number:	1798612	
Registration Number:	1756680	HEAT DEMON
Registration Number:	1847657	INFRA-STAT
Registration Number:	1869046	RADIANT FLAME
Registration Number:	2026252	COMFORT-STAT
Registration Number:	1990477	HOT SPOT
Registration Number:	1910680	POWERFAST
Registration Number:	1896783	POWERFAST
Registration Number:	1922830	POWERFAST
Registration Number:	2112843	FLAME-MAX
Registration Number:	2216817	LOGMATE
Registration Number:	2086023	CHAREALISTIC
Registration Number:	2087774	POWERFAST
Registration Number:	2196422	STRIKE SET
Registration Number:	2095386	DESA INTERNATIONAL
Registration Number:	2097910	DESA
Registration Number:	1645881	SCANGUARD
Registration Number:	2176055	PROFESSIONAL NET IMAGES
Registration Number:	2749013	POWER HAMMER
Registration Number:	0671489	TRINE
Registration Number:	0928672	HEATH
Registration Number:	1238082	SELECTRONIC
Registration Number:	1289496	POWER-TILL

Registration Number:	1350326	EL-6
Registration Number:	1549041	SPACE HEATING IDEAS THAT WORK BEAUTIFULLY
Registration Number:	1719986	WE BRING SECURITY HOME
Registration Number:	1717753	INTELECTRON
Registration Number:	1946931	MINI HEARTH
Registration Number:	2062590	ELECTRIPAK
Registration Number:	2104148	JOURNEYMAN
Registration Number:	2098785	DUAL BRITE
Registration Number:	2151782	ON AT DUSK OFF AT DAWN
Registration Number:	2295299	GLO-WARM
Registration Number:	2525689	EMBER MASTER
Registration Number:	2632266	CREEP ZONE
Registration Number:	2488842	POWERFAST
Registration Number:	2525880	ENCHANTMENT COLLECTION
Registration Number:	2486202	FMI
Serial Number:	76230076	FIRELOG MATE
Registration Number:	2550034	NEXT GENERATION
Registration Number:	2588184	THE ELECTRIC ADVANTAGE: ELIMINATES AIR POLLUTION NO GAS AND OIL TO MIX QUIETER THAN GASOLINE CHAIN SAWS
Registration Number:	2730238	DESA INTERNATIONAL
Registration Number:	2759847	LOGMASTER
Serial Number:	76321834	REMINGTON
Registration Number:	2769897	LOGMASTER
Registration Number:	2778495	SUPER GLOW
Registration Number:	2718897	HSI SMART START TECHNOLOGY
Registration Number:	2622301	TCS
Registration Number:	2586983	TOTAL CONTROL SYSTEM

CORRESPONDENCE DATA

Fax Number: (312)660-0471

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

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REEL: 002982 FRAME: 0558

ATTORNEY DOCKET NUMBER:

36052-103 RMP

NAME OF SUBMITTER:

Matthew S. Lovell

Total Attachments: 14

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

<p>In re: DESA HOLDINGS CORPORATION, et al., Debtors.</p>	<p>)))))</p>	<p>Chapter 11 Case No. 02-11672 (PJW) (Jointly Administered) [Docket No. 339]</p>
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ORDER UNDER SECTIONS 105(a), 363, 364, 365 AND 1146(c) OF THE BANKRUPTCY CODE (a) AUTHORIZING THE DEBTORS' SALE OF SUBSTANTIALLY ALL OF THEIR ASSETS, FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES (b) APPROVING AN ASSET PURCHASE AGREEMENT, (c) AUTHORIZING THE SALE, ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SUCH SALE, (d) GRANTING SUPERPRIORITY LIENS, AND (e) GRANTING RELATED RELIEF

Upon the motion of DESA Holdings Corporation and its domestic subsidiary, DESA International LLC (f/k/a DESA International, Inc.), as Debtors² in the above-captioned cases, seeking entry of an order [Docket No. 339], (the "Sale Motion") under sections 105(a), 363, 364, 365 and 1146(c) of title 11 of the United States Code (the "Bankruptcy Code") (a) authorizing the Debtors' sale of substantially all of their assets (the "DESA Assc'ts"), in accordance with the terms and conditions of the Final Asset Purchase Agreement, dated as of November 27, 2002, between the Debtors and HIG DESA Acquisition LLC or its assignees ("Buyer"), a copy of which was filed with the Bankruptcy Court (the "Court") in the above-captioned cases on December 5, 2002 [Docket No. 497], as amended on December 9, 2002 (the "Final Asset Purchase Agreement"), free and clear of all liens, claims and encumbrances other than the liens created by the Buyer (collectively, "Liens"), with such Liens to transfer, affix, and attach to the proceeds of such sale, all as more fully set forth in the Sale Motion, (b) approving

¹ The Debtors consist of the following two entities: DESA Holdings Corporation and DESA International LLC (f/k/a DESA International, Inc.).

² Capitalized terms used but not defined herein shall have the meaning given in the Sale Motion or the Final Asset Purchase Agreement.

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the Final Asset Purchase Agreement, (c) authorizing the assumption and assignment of certain executory contracts and unexpired leases designated by the Buyer in accordance with the terms of the Final Asset Purchase Agreement, and the agreements listed in Schedule 3(p)(ii) of the Final Asset Purchase Agreement (collectively, the "Assumed Contracts") in connection with such sale, and (d) granting the Buyer a superpriority lien in the Purchase Price and the proceeds thereof pursuant to Section 364(d)(1) of the Bankruptcy Code, senior to all other liens and security interests, including, but not limited to, any liens or security interests held by the Lenders (as defined in the Sale Motion) solely to secure any adjustments to the Purchase Price required to be made pursuant to Section 2d(viii) of the Final Asset Purchase Agreement (the "Sale Order"); and consideration of the Sale Motion, the relief requested therein, and the responses thereto, if any, being a core proceeding in accordance with 28 U.S.C. § 157(b); and adequate notice of the Sale Motion having been given; and the appearances of all interested parties and all responses and objections to the Sale Motion, if any, having been duly noted at the Sale Hearing; and upon the record of the Sale Hearing, the Sale Motion, said responses and objections, if any; and after due deliberation and sufficient cause appearing therefor, the Court hereby

FINDS AND DETERMINES THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to FED. R. BANKR. P. 7052, made applicable to this proceeding pursuant to FED. R. BANKR. P. 9014.

B. Notice of the Sale Motion, the Auction, and the Sale Hearing has been given in accordance with Fed. R. Bankr. P. 2002, 4001 and 6004 and the Bidding Procedures Order. The foregoing notice constitutes good and sufficient notice of the Sale Motion and the Sale Hearing,

and no other or further notice of the Sale Motion and the Sale Hearing or the entry of this Sale Order need be given.

C. A reasonable opportunity has been afforded any interested party to make a higher and better offer for the DESA Assets including at the auction (the "Auction"), which was conducted by the Debtors on November 13, 14 and 15, 2002.

D. Emergent circumstances and sound business reasons exist for the Debtors' sale of the Acquired Assets (as defined in the Final Asset Purchase Agreement) pursuant to the Final Asset Purchase Agreement. Entry into the Final Asset Purchase Agreement and consummation of the transactions contemplated thereby constitute the exercise by the Debtors of sound business judgment and such acts are in the best interests of the Debtors, their estates, and creditors.

E. The Final Asset Purchase Agreement represents the highest and best offer received by the Debtors for the Acquired Assets at the Auction, and the Buyer was determined by the Debtors and the Lenders to be the Final Accepted Bid (as defined in the Bidding Procedures Order).

F. The sale consideration to be realized by the Debtors pursuant to the Final Asset Purchase Agreement is fair and reasonable.

G. The transactions contemplated by the Final Asset Purchase Agreement are undertaken by the Debtors and the Buyer at arm's length, without collusion and in good faith within the meaning of sections 363(m) and 364(e) of the Bankruptcy Code, and such parties are entitled to the protections of sections 363(m) and 364(e) of the Bankruptcy Code.

¹ Findings of fact shall be construed as, and constitute, conclusions of law and conclusions of law shall be construed as, and constitute, findings of fact when appropriate. See Fed. R. Bankr. P. 7052. Statements made by the Court from the bench at the hearing shall constitute additional conclusions of law and findings of fact as appropriate.

H. A sale of the Acquired Assets other than one free and clear of Liens would adversely affect the Debtors' bankruptcy estates and would be of substantially less benefit to the estates of the Debtors.

I. The decision to assume and assign the Assumed Contracts is based on the reasonable exercise of the Debtors' business judgment and is in the best interests of the Debtors' estates.

J. The Buyer has demonstrated adequate assurance of future performance with respect to each of the Assumed Contracts.

For all of the foregoing reasons and after due deliberation, the Court ORDERS, ADJUDGES, AND DECREES THAT:

1. The Sale Motion, the Final Asset Purchase Agreement, including, without limitation, the PIK Notes substantially in the form attached thereto as Exhibit F, and the transactions contemplated thereby are hereby approved.

2. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized to sell the Acquired Assets (including the Assumed Contracts) to the Buyer upon the terms and subject to the conditions set forth in the Final Asset Purchase Agreement, with such modifications as may be agreed to by the parties.

3. Each of the Debtors and the Buyer are hereby authorized to take all actions and execute all documents and instruments that the Debtors and the Buyer deem necessary or appropriate to implement and effect the transactions contemplated by the Final Asset Purchase Agreement as such may be amended by the parties thereto.

4. The sale of the Acquired Assets to the Buyer shall be free and clear of Liens (other than Liens created by the Buyer) pursuant to section 363(f) of the Bankruptcy Code,

whether known or unknown, including, but not limited to, any of the Debtors' creditors, vendors, suppliers, employees, executory contract counterparties, lessors, customers or users of goods manufactured or sold by the Debtors, and the Buyer shall not be liable in any way (under any theory of successor liability or otherwise) for any claims that any of the foregoing or any other third party may have against any of the Debtors, provided further that, except as expressly provided in the Final Asset Purchase Agreement, with regard to employees' claims, the free and clear delivery of the Acquired Assets shall include, but not be limited to, all asserted or unasserted, known or unknown, employment related claims, payroll taxes, employee contracts, employee seniority accrued while employed with any of the Debtors and successorship liability, with any and all valid and enforceable Liens thereon, including those asserted by the Lenders, shall be transferred, affixed, and attached to the net proceeds of such sale, with the same validity, priority, force, and effect as such Liens had upon the Acquired Assets immediately prior to the Closing.

5. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Claims against or interests in the Debtors or the Acquired Assets shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims or interests which the person or entity has with respect to the Debtors or the Acquired Assets or otherwise, then upon the Closing and simultaneously with receipt by the Debtors of the Purchase Price (as defined in the Final Asset Purchase Agreement) (a) the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets at no cost to the Debtors, and (b) the Buyer is hereby authorized

to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Claims against or interests in the Acquired Assets.

6. The Net Cash Proceeds (as defined in the \$35 million debtor in possession loan facility dated June 12, 2002 (the "DIP Credit Agreement")) of the Sale shall be applied in accordance with section 2.06(b) of the DIP Credit Agreement.

7. Effective as of the Closing, the sale of the Acquired Assets by the Debtors to the Buyer shall constitute a legal, valid, and effective transfer of the Acquired Assets and shall vest the Buyer with all right, title, and interest of the Debtors in and to the Acquired Assets free and clear of all Liens pursuant to section 363(f) of the Bankruptcy Code.

8. The sale of the Acquired Assets to the Buyer under the Final Asset Purchase Agreement will constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of all applicable jurisdictions, including, but not limited to, the laws of Delaware.

9. The Buyer is hereby granted all of the protections provided to a good-faith purchaser under section 363(m) of the Bankruptcy Code and a good faith creditor under section 364(e) of the Bankruptcy Code.

10. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, all Persons (as defined in section 101(41) of the Bankruptcy Code) are hereby enjoined from taking any action against the Buyer or the Buyer's affiliates (as they existed immediately prior to the Closing) to recover any claim which such Person has against the Debtors or the Debtors' affiliates (as they exist immediately following the Closing).

11. The Debtors are authorized to assign and transfer to the Buyer all of the Debtors' rights, title and interest (including common law rights) to all of the Debtors' intangible property to be assigned and transferred to the Buyer under the Final Asset Purchase Agreement.

12. The Buyer is granted a superpriority lien in the Purchase Price and the proceeds thereof pursuant to section 364(d)(1) of the Bankruptcy Code, senior to all other liens and security interests, including, but not limited to, any liens or security interests held by the Lenders, solely to secure the amount of any shortfall owed by the Sellers to the Buyer pursuant to section 2(d)(viii) of the Final Asset Purchase Agreement.

13. The Debtors, in fulfilling their obligations under Section 2(d) of the Final Asset Purchase Agreement, including, but not limited to, the preparation of the Final Working Capital determination required by Section 2(d)(v) of the Final Asset Purchase Agreement, analyzing and evaluating the Buyer's Notice (as defined in Section 2(d)(vi) of the Final Asset Purchase Agreement) and resolving any objections to the Buyer's Notice, including in connection with the procedures contained in Section 2(d)(vii) of the Final Asset Purchase Agreement, shall consult, in advance, with the Lenders, including by providing the financial advisors to the Lenders with copies of any and all reports, analysis or work papers used by the Debtors' and its advisors in connection therewith and such other accounting and other records as the Lenders or its advisors may reasonably request and by providing the financial advisors to the Lenders with an opportunity to review, comment on and, if necessary, object to the Sellers' determination of the Final Working Capital.

14. All objections and responses concerning the Sale Motion are resolved in accordance with the terms of this Sale Order and as set forth in the record of the Sale Hearing and to the extent any such objection or response was not otherwise withdrawn, waived, or

settled, they are, and all reservations and rights therein are, overruled and denied, including, without limitation, the objections of (i) Ronald Rogers [Docket No. 415], (ii) Toyota Motor Credit Corporation [Docket No. 376], (iii) James T. Snyder, Esq. [Docket No. 377], (iv) Paris Tool & Die Co., Inc. [Docket No. 407], (v) AmSouth Bank [Docket No. 381] and (vi) the Creditors' Committee [Docket No. 501].

15. The Buyer has not assumed or otherwise become obligated for any of the Debtors' liabilities other than as expressly set forth in the Final Asset Purchase Agreement, and the Buyer has not purchased any of the Excluded Assets (as defined in the Final Asset Purchase Agreement). Consequently, all holders of liabilities or Claims (as defined in section 101(5) of the Bankruptcy Code) are hereby enjoined from asserting or prosecuting any Claim or cause of action against the Buyer or Acquired Assets to recover on account of any Claim or liabilities other than Assumed Liabilities pursuant to the Final Asset Purchase Agreement or other than pursuant to this Sale Order. All persons having any interest in the Excluded Assets are hereby enjoined from asserting or prosecuting any claim or cause of action against the Buyer for any liability or Claim associated with the Excluded Assets.

16. The sale, assumption and assignment of the Assumed Contracts is approved pursuant to sections 363 and 365 of the Bankruptcy Code.

17. At Closing or as soon as is practicable thereafter, the Debtors shall pay to the counterparties to the Assumed Contracts cure amounts payable in the amounts set forth in the Schedule attached to the Notice of Potential Assumption and Assignment of Executory Contracts and Unexpired Leases [Docket No. 366] filed on October 11, 2002 (the "Schedule") and the Schedule attached to the Supplemental Notice of Potential Assumption and Assignment of Executory Contracts and Unexpired Leases [Docket No. 374] filed on October 17, 2002 (the

"Supplemental Schedule"), unless otherwise ordered, in accordance with section 365 of the Bankruptcy Code and the Final Asset Purchase Agreement. The Cure Amounts set forth in the Schedule and the Supplemental Schedule, as modified pursuant to Paragraph 18 below, shall be deemed the entire cure obligation of the Debtors due and owing under section 365 of the Bankruptcy Code. The Buyer shall have no liability for any amounts under the Assumed Contracts to the extent arising before Closing except as provided in the Final Purchase Agreement. The counterparties to the Assumed Contracts shall be, and hereby are, forever barred and enjoined from raising or asserting future claims against the Debtors based on any Cure Amounts or the Assumed Contracts.

18. The Cure Amount for the Executory Contracts and Unexpired Leases of the following Assumed Contracts shall be modified as described below:

- a. The Cure Amount for the Executory Contract or Unexpired Lease of Fred M. Schildwachter & Sons Inc (listed as contract counterparty 138 in the Schedule) shall be the amount of \$23,025.66.
- b. The Executory Contract between the Debtors and Crown Credit Company as Counterparty for the Crown equipment, Model RR3510-35, bearing Serial Number 1A185191 (the "Crown Equipment") shall have a Cure Amount of \$1,273.02. The Crown Equipment shall be treated in all respects as if the Executory Contract for the Crown Equipment was included on the Schedule or Supplemental Schedule.
- c. The Cure Amount for the Executory Contract or Unexpired Lease between the Debtors and CitiCapital Commercial Corporation for a Genie Motion, Model GS-2646, VIN/SN GS24671 (listed as contract counterparty 59 on the Schedule), shall be the amount of \$1,782.50.
- d. The Cure Amount for the Executory Contract or Unexpired Lease between the Debtors and CitiCapital Commercial Corporation for a Melroe Bobcat 553, VIN/SN 516311873 (listed as contract counterparty 312 on the Schedule), shall be the amount of \$709.68.
- e. The Cure Amount for the Executory Contract between the Debtors and Fresnel Technologies, Inc. (listed as contract counterparty 139 on the Schedule) shall be the amount of \$25,130.40, and such contract shall have

the description of "Patent License Agreement with Fresnel Technologies, Inc. as Licensor."

- f. The Cure Amount for the Executory Contract or Unexpired Lease between the Debtors and Toyota Motor Credit for that certain leased Toyota, Model 6BRU18, bearing Serial Number 30603 (the "30603 Leased Equipment") (listed as contract counterparty 335 in the Schedule), if assumed and assigned to the Buyer, shall be paid by the Debtors in the amount of \$1,990.50 (to be decreased to the extent the Debtors made payments for amounts due after November 7, 2002 on account of the unexpired lease listed as 335 in the Schedule), no later than ten (10) days after the Closing; provided, however, that nothing herein shall obligate the Buyer to take possession of the 30603 Leased Equipment.
- g. The Executory Contracts or Unexpired Leases identified with counterparty Toyota Motor Credit that are listed as contracts 334, 336 and 337 shall be deleted from the Schedule.

19. The Buyer shall assume the costs and obligations of the Debtors arising from and after the Closing under the Assumed Contracts and shall assume obligations other than the Assumed Contracts accruing thereunder prior to the Closing only to the extent expressly provided for in the Final Asset Purchase Agreement, including, without limitation, (i) all Assumed Liabilities (as defined in the Final Asset Purchase Agreement), (ii) the costs and expenses (including legal fees and expenses) incurred by the Buyer in connection with the Final Asset Purchase Agreement and the transactions contemplated thereby, and (iii) half of all expenses associated with any filings or other compliance with the Hart-Scott-Rodino Act. Upon assumption and assignment of any Assumed Contract, the Debtors and the estates shall be relieved of any liability for breach of such Assumed Contract occurring after such assignment pursuant to section 365(k) of the Bankruptcy Code.

20. The Buyer has provided adequate assurance of its future performance under the Assumed Contracts and the proposed assumption and assignment of the Assumed Contracts satisfies the requirements of the Bankruptcy Code including, inter alia, sections 365(b)(1) and (3) and 365(f) of the Bankruptcy Code to the extent applicable.

21. The Assumed Contracts are valid and binding, in full force and effect and, except as provided in this Sale Order, enforceable in accordance with their terms.

22. There shall be no rent accelerations, assignment fees, increases, or any other fees charged to the Buyer as a result of the assignment of the Assumed Contracts.

23. Any provision in any Assumed Contract that purports to declare a breach or default as a result of a change of control in respect of the Debtors is unenforceable and all Assumed Contracts shall remain in full force and effect. No sections or provisions of any Assumed Contracts that purport to (i) prohibit, restrict, or condition the Debtors' assignment of the Assumed Contract, including, but not limited to, the conditioning of such assignment on the consent of the non-debtor party to such partnership agreement or other Assumed Contract, including, without limitation, partnership and shareholder agreements; (ii) authorize the dissolution of any partnership or determination, cancellation, or modification of the partnership interest or Assumed Contract based on the filing of a bankruptcy case, the financial condition of the Debtors, or similar circumstances; or (iii) provide for additional payments, penalties, charges, or other financial accommodations in favor of the non-debtor third party to the Assumed Contracts upon the occurrence of the conditions set forth in subsections (i) and (ii) above, shall have any force and effect with respect to the sale and assignment authorized by this Sale Order, and such provisions constitute unenforceable anti-assignment provisions under Section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under Section 365(e) of the Bankruptcy Code.

24. Each Assumed Contract is in full force and effect and, upon Closing, except as provided for in the Final Asset Purchase Agreement, no monetary or non-monetary default will exist thereunder, or event or occurrence which would constitute a default with the passage of

time, giving of notice, or both, with respect to any material term, condition, covenant, payment obligation or other obligations thereunder whether prepetition or postpetition in nature, other than any event of default existing as a result of the filing of these bankruptcy cases and monetary cure amounts which shall be cured at the Closing.

25. All parties to the Assumed Contracts are forever barred and enjoined from raising or asserting against the Buyer or the Debtors any assignment fee, default or breach under, or any claim or pecuniary loss, or condition to assignment, arising under or related to the Assumed Contracts existing as of the Closing or arising by reason of the Closing.

26. The Assumed Contracts, upon assignment to the Buyer, shall be deemed valid and binding, in full force and effect in accordance with their terms, subject to the provisions of this Sale Order and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability, except for any cure obligations as herein provided.

27. Pursuant to sections 363(b), 363(f), 365(a), 365(b) and 365(f) of the Bankruptcy Code, the assumption, assignment and sale to the Buyer of the Assumed Contracts by the respective Debtor thereto shall be affected by this Sale Order, effective as of Closing.

28. The Assumed Contracts, together with any amendments and modification of such Assumed Contracts, constitute the Assumed Contracts that are being assumed by and assigned to the Buyer by the Debtor party thereto.

29. This Court shall retain exclusive jurisdiction to interpret and enforce the provisions of the Final Asset Purchase Agreement (notwithstanding the terms thereof), the Bidding Procedures Order and this Sale Order in all respects, including, but not limited to, any claims of entities that seek to enforce Excluded Liabilities against the Buyer or the Acquired Assets, and further to hear and determine any and all disputes between the Debtors and/or the

Buyer, as the case may be, and any non-debtors party to, among other things, any Assumed Contracts concerning, inter alia, the Debtors' assumption and assignment thereof to the Buyer under the Final Asset Purchase Agreement; provided, however, that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the Final Asset Purchase Agreement, Bidding Procedures Order, or this Sale Order, such abstention, refusal, or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

30. The provisions of this Sale Order are nonseverable and mutually dependent.

31. This Sale Order shall inure to the benefit of the Buyer, the Debtors, and their respective successors and assigns, including, but not limited to, any chapter 11 or chapter 7 trustee that may be appointed in the Debtors' cases and shall be binding upon any trustee, party, entity or fiduciary that may be appointed in connection with these cases or any other or further cases involving the Debtors, whether under chapter 7 or chapter 11 of the Bankruptcy Code.

32. Pursuant to section 1146(c) of the Bankruptcy Code, the transactions contemplated by the Final Asset Purchase Agreement, including, but not limited to, the transfer of the Acquired Assets to the Buyer, recordation of evidence thereof, the granting mortgages and security interests in the Acquired Assets by the Buyer, and the recordation of evidence thereof by the Buyer or grantee of such mortgages and security interests are determined to be under or in contemplation of a plan to be confirmed under section 1129 of the Bankruptcy Code in that the net proceeds of the sale of the Acquired Assets are essential and required to fund a chapter 11 plan for the Debtors, and therefore, are exempt from any transfer, stamp or similar tax or any so-

called "bulk-sale" law in all necessary jurisdictions arising as a result of or in connection with the Debtors' sale and transfer of the Acquired Assets to the Buyer.

33. 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 Final Asset Purchase Agreement and this Sale Order including, but not limited to, the Transfer Documents.

34. This Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, and the automatic stay of orders (i) authorizing the sale, use, or lease of property of the estate, as set forth in Fed. R. Bankr. P. 6004(g) and (ii) authorizing the assumption and assignment of an executory contract or unexpired lease, as set forth in Fed. R. Bankr. P. 6006(d), shall not apply to this Sale Order.

35. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Sale Order and the Final Asset Purchase Agreement.

Dated: Dec 12, 2002


The Honorable Peter J. Walsh,
United States Bankruptcy Judge