

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Key Corporate Capital, Inc.		08/01/2003	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Harry London Candies, Inc.		
Street Address:	5353 Lauby Road		
City:	North Canton		
State/Country:	OHIO		
Postal Code:	44720-1572		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2392222	ZEN AND THE ART OF CHOCOLATE	
Registration Number:	1346592	THE PEOPLE BISCUIT	
Serial Number:	75617995	COCOA THERAPY	
CORRESPONDENCE DATA			
Fax Number:	(713)651-5246		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-651-8361		
Email:	cfitzgerald@fulbright.com		
Correspondent Name:	Carmen M. Fitzgerald		
Address Line 1:	1301 McKinney, Suite 5100		
Address Line 4:	Houston, TEXAS 77010		
ATTORNEY DOCKET NUMBER:	10601741		
NAME OF SUBMITTER:	Carmen M. Fitzgerald		
Signature:	/cmf/		

OP \$90.00 2392222

Date:

03/10/2006

Total Attachments: 22

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U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

-----X	:	
In re	:	Case No. 03-60137
	:	
HARRY LONDON CANDIES, INC.,	:	Chapter 11
	:	
Debtor.	:	Judge: RUSS KENDIG
-----X	:	

mt

**ORDER CONFIRMING THE DEBTOR'S AMENDED PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

Came on for hearing July 22, 2003, the Debtor's Amended Plan of Reorganization, Dated June 24, 2003, Under Chapter 11 of the Bankruptcy Code (the "Amended Plan"), filed by Harry London Candies, Inc., debtor and debtor in possession (the "Debtor"). (All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Amended Plan.) The Bankruptcy Court, having considered the Amended Plan, the statements of counsel, the evidence presented or proffered, the pleadings, the record in this case, and being otherwise fully advised, makes the following findings of fact and conclusions of law for purposes of Bankruptcy Rules 7052 and 9014:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. On June 24, 2003, after notice and a hearing, the Bankruptcy Court entered an order (the "Disclosure Order") (i) approving the Debtor's Modified Disclosure Statement Pursuant to Section 1125 of the Bankruptcy Code for the Amended Plan of Reorganization, Dated June 24, 2003, of Harry London Candies, Inc. (the "Modified Disclosure Statement") as containing "adequate information" (as defined in section 1125 of Title 11 of the United States

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Code, as amended (the "Bankruptcy Code")) and (ii) authorizing the dissemination of the Modified Disclosure Statement and Amended Plan for voting.

2. Pursuant to the Disclosure Order, the Debtor thereafter transmitted (or caused to be transmitted) copies of the Disclosure Order, the Modified Disclosure Statement, the Amended Plan, and a form of Ballot to all parties eligible to vote on the Amended Plan and to other creditors and parties in interest of record, in order to solicit acceptances of the Amended Plan from holders of Claims, as permitted under sections 105, 1126 and 1127 of the Bankruptcy Code.

3. On July 22, 2003, the Bankruptcy Court conducted a hearing (the "Confirmation Hearing") on confirmation of the Amended Plan, in accordance with section 1128 of the Bankruptcy Code, and after due and proper notice to all holders of Claims, Interests, and to various other parties in interest, as evidenced by certificates of service on file with the Bankruptcy Court. Such is adequate and sufficient notice of the Confirmation Hearing under the particular circumstances and for purposes of sections 102(1), 105, 1126, 1127, 1128 and 1129 of the Bankruptcy Code and Rules 2002, 3017, 3018 and 3019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and other applicable law and rules of Court.

4. At the Confirmation Hearing, the Court received such evidence and arguments of counsel as it deemed appropriate.

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157(a). This is a "core" proceeding pursuant to 28 U.S.C. §157(b)(2)(A), (L), and (O).

6. Notice and distribution of the Modified Disclosure Statement and the Amended Plan were appropriate under all of the particular facts and circumstances of this chapter 11 case. The notice of and opportunity for hearings on these matters likewise were appropriate in the particular circumstances.

7. The Amended Plan properly classifies Claims and Interests and properly designates such classes.

8. The Amended Plan properly specifies the classes of Claims or Interests that are not impaired under the Amended Plan.

9. The Amended Plan properly specifies the treatment of classes of Claims or Interests that are impaired under the Amended Plan.

10. The Amended Plan properly provides the same treatment for each Claim or Interest of a particular class.

11. The procedures by which the Ballots were distributed and tabulated were properly conducted and fair.

12. The Debtor tabulated the Ballots, and prepared a certification that reflected the acceptances and rejections made by holders of impaired Claims, whose votes were solicited by the Debtor. Based upon the submission of Ballots and the Debtor's certification of acceptances and rejections of the Amended Plan, pursuant to section 1126(c) of the Bankruptcy Code, the following classes voted to accept the Amended Plan, reject the Amended Plan, or are deemed to have accepted or rejected the Amended Plan:

- (a) Class 1.1 – Class 1.1 (Priority Unsecured Claims) is unimpaired and is deemed to have accepted the Amended Plan.
- (b) Class 1.2 – Class 1.2 (Administrative Convenience Claims) is impaired and voted to accept the Amended Plan.
- (c) Class 2.1 – Class 2.1 (Banks' Secured Claim) is impaired and voted to accept the Amended Plan
- (d) Class 2.2 – Class 2.2 (Alpine Secured Claim) is unimpaired and is deemed to have accepted the Amended Plan. Further, pursuant to the terms of the Plan, Alpine elected to convert its Class 2.2 Claim to equity of the Reorganized Debtor as a credit against and as a part of the Alpine Contribution.
- (e) Class 2.3 – Class 2.3 (Other Secured Claims) is unimpaired and is deemed to have accepted the Amended Plan.

- (f) Class 3.1 – Class 3.1 (General Unsecured Claims) is impaired and voted to accept the Amended Plan.
- (g) Class 3.2 – Class 3.2 (NMHG Lease Claim) is impaired and voted to accept the Amended Plan.
- (h) Class 3.3 – Class 3.3 (GECC Lease Claim) is impaired and voted to accept the Amended Plan.
- (i) Class 3.4 – Class 3.4 (GECBAFC Lease Claim) is impaired and voted to accept the Amended Plan.
- (j) Class 4 – Class 4 (Interests) is deemed to have rejected the Amended Plan by Operation of section 1126(g) of the Bankruptcy Code.

13. The Amended Plan has been proposed in good faith and not by any means forbidden by law.

14. Confirmation and consummation of the Amended Plan are not likely to be followed by the need for liquidation or further financial reorganization of the Debtor or the Reorganized Debtor, other than as already provided in the Amended Plan. The Debtor's projected performance is realistic. It appears that the Reorganized Debtor will have sufficient availability of working capital to fund operations following confirmation, effective as of the Effective Date, including the funds loaned to and/or invested by Alpine in the Reorganized Debtor. Further, effective as of the Effective Date, the Reorganized Debtor will be able to satisfy its obligations under the Amended Plan to all holders of Allowed Administrative Claims. Accordingly, the Debtor has demonstrated its ability, as Reorganized Debtor, to meet its financial obligations under the Amended Plan effective as of the Effective Date. The Amended Plan therefore is feasible and provides adequate means for its implementation.

15. Any payment made or to be made by the Debtor or the Reorganized Debtor in accordance with the Amended Plan has been approved by, or is subject to the approval of, this Court as reasonable. Alpine has notified the Court that Alpine will elect to contribute the outstanding principal balance and unpaid interest under that certain Debtor-in-Possession Credit

Facility and Security Agreement, dated as of May 23, 2003, between the Debtor and Alpine (such amount being the "Alpine Bridge Debt") in exchange for a portion of the Reorganized Debtor Equity Securities.

16. At the Confirmation Hearing, the Debtor disclosed the identities and affiliations of the persons proposed to serve as directors of the Reorganized Debtor (the "Directors"), and officers of the Reorganized Debtor, including, without limitation, Terry Mitchell as the president of the Reorganized Debtor (the "President") and Matthew J. Anderson as the secretary of the Reorganized Debtor (the "Secretary") and of any and all insiders that may be employed or retained by the Reorganized Debtor effective as of the Effective Date, and the nature of any compensation for such insiders in accordance with the provisions of 11 U.S.C. § 1129(a)(5)(B).

17. No governmental regulatory "rate change" is contemplated in the Amended Plan.

18. The Amended Plan has not been accepted by each holder of a Claim or Interest of every class which is impaired under the Amended Plan. However, each non-accepting holder of an impaired Claim or Interest of each such class will receive or retain under the Amended Plan on account of such impaired Claim or Interest property of a value, as of the Effective Date of the Amended Plan, that is not less than the amount that such holder would receive or retain if the Debtor was liquidated under Chapter 7 of the Bankruptcy Code.

19. Effective as of the Effective Date, the Reorganized Debtor should be able to pay the full amount of all Allowed Administrative Claims and Allowed Priority Claims, as provided in the Amended Plan, in conformity with section 1129(a)(9) of the Bankruptcy Code. Further, as set forth in the Amended Plan, effective as of the Effective Date, the Reorganized Debtor should be able to make periodic payments to holders of Priority Tax Claims over six years plus interest from the date of assessment of each Allowed Priority Tax Claim up to the Confirmation Date at the statutory rate of interest applicable in the state of each respective holder of an

Allowed Priority Tax Claim, plus interest accruing from and after the Confirmation Date at the rate of 7% (seven percent) per annum.

20. Classes 1.2, 2.1, 3.1, 3.2, 3.3, and 3.4 are all impaired classes of Claims under the Amended Plan and have accepted the Amended Plan. Therefore, at least one impaired class of Claims accepted the Amended Plan, which acceptance has been determined without including any acceptance of the Amended Plan by any insider holding a Claim in such class.

21. All fees payable under 28 U.S.C. § 1930 have been paid or the Amended Plan provides for the payment of all such fees on the Effective Date of the Amended Plan (or, if such fees become due post-Confirmation, as and when such fees become due post-Confirmation).

22. The Debtor (and the Reorganized Debtor) has no retirees to whom it must continue payment of retiree benefits post-Confirmation.

23. The Amended Plan meets all requirements for confirmation set forth in sections 1129(a) and 1129(b) of the Bankruptcy Code, as applicable.

24. The Debtor adequately disclosed the principal terms of the financing agreements between and among Alpine, the Reorganized Debtor, and Bank One, N.A. ("Bank One"), which are reflected by that certain proposal letter issued by Bank One and described by the witnesses at the Confirmation Hearing.

25. The New Bank One Credit Documents (defined in finding paragraph 21 below), inclusive of the guaranty, security agreement to be executed by the Reorganized Debtor, and such other instruments, documents, certificates, opinions and assurances as Bank One may request in connection with funding the loans thereunder, do not impair the ability of the Reorganized Debtor to consummate its obligations under the Amended Plan, and, based on Alpine's representations, the execution of the same is in the best interests of the Reorganized Debtor.

26. Following the hearing on Confirmation, the Debtor modified the Amended Plan pursuant to section 12.2 thereof to alter the definition of "Effective Date" set forth in section 1.41 thereof, as provided in paragraph 4 of this Order. The Amended Plan, as modified, meets the requirements of section 1127 of the Bankruptcy Code. The Court finds that such modification does not materially or adversely affect the interest of holders of Claims and is necessary to carry out the purposes and effect of the Amended Plan, and that no further notice or hearing on such modification is necessary. Such modification should therefore be approved.

27. Any conditions precedent that may exist to Confirmation of the Amended Plan should be timely satisfied.

Based on the foregoing findings of fact and conclusions of law (and those made during the Confirmation Hearing, which are incorporated herein for all purposes),

IT IS HEREBY ORDERED THAT:

1. The Amended Plan is hereby **CONFIRMED** and **APPROVED** in all respects pursuant to sections 1129(a) and 1129(b) of the Bankruptcy Code, as applicable.
2. The Debtor (and the Reorganized Debtor) is authorized and directed to take or cause to be taken all actions which are necessary to enable it to effectuate the Amended Plan.
3. The Amended Plan shall be and is binding upon the Debtor, the Reorganized Debtor, any entity acquiring property under the Amended Plan, and any holder of a Claim against or Interest in the Debtor, regardless of whether a proof of Claim or Interest therefor was filed, whether the Claim or Interest is an Allowed Claim or an Allowed Interest, or whether the holder thereof voted to accept the Amended Plan.
4. Pursuant to section 12.2 of the Amended Plan, section 1.41 of the Amended Plan is hereby modified to provide as follows:

1.41 Effective Date means the later of (a) the Business day on which all conditions to effectiveness of this Plan set forth in Article X of this Plan have been either satisfied or waived as provided in Article X of this Plan and (b) the fifth Business Day following the date upon which the Confirmation Order becomes a Final Order; provided, however, that the Effective Date may occur at such earlier date after the Confirmation Order becomes a Final Order as Alpine may elect and designate in writing delivered to the Debtor.

5. Except as otherwise expressly provided in the Amended Plan, on the Effective Date, the rights afforded in the Amended Plan shall be in complete satisfaction of all Claims against, and debts of or Interests in, the Debtor, its estate, assets and property, of any nature whatsoever, that arose or are deemed to have arisen on or before the Effective Date, regardless of whether reduced to judgment, liquidated or unliquidated, contingent or non-contingent, asserted or unasserted, fixed or not, matured or unmatured, disputed or undisputed, legal or equitable, known or unknown, including, without limitation, (i) all interest, if any, on any such Claims, debts or Interests, whether such interest accrued before or after the Petition date, and (ii) any liability of a kind specified in sections 502(g), 502(n) and 502(i) of the Bankruptcy Code, regardless of whether a proof of Claim or Interest is filed or deemed filed under section 501 of the Bankruptcy Code, such Claim or Interest is Allowed, or the holder of such Claim or Interest has accepted the Amended Plan.

6. Except as otherwise expressly provided in the Amended Plan or Confirmation Order, as of the Effective Date, all entities that have held, currently hold or may hold a Claim or other debt or liability that is discharged or an Interest or other right of an equity security holder that is terminated pursuant to the terms of the Amended Plan are permanently enjoined from taking any of the following actions on account of any discharged Claims, debts or liabilities or terminated Interests or rights: (a) commencing or continuing in any manner any action or other

proceeding against the Creditors' Committee and its agents, the Creditors' Committee Distribution Representative, the Debtor, the Reorganized Debtor, the Debtor's and the Reorganized Debtor's respective directors, officers, employees, agents and representatives, Alpine, Alpine's directors, officers, agents and representatives or their respective property; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Creditors' Committee and its agents, the Creditors' Committee Distribution Representative, the Debtor, the Reorganized Debtor, the Debtor's and the Reorganized Debtor's respective directors, officers, employees, agents and representatives, Alpine, Alpine's directors, officers, agents and representatives or their respective property; (c) creating, perfecting or enforcing any lien or encumbrance against the Creditors' Committee and its agents, the Creditors' Committee Distribution Representative, the Debtor, the Reorganized Debtor, the Debtor's and the Reorganized Debtor's respective directors, officers, employees, agents and representatives, Alpine, Alpine's directors, officers, agents and representatives or their respective property; and (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability, or obligation due to the Creditors' Committee and its agents, the Creditors' Committee Distribution Representative, the Debtor, the Reorganized Debtor, the Debtor's or the Reorganized Debtor's directors, officers, employees, agents and representatives, Alpine, Alpine's directors, officers, agents and representatives or their respective property in any manner, in any place that does not comply with or is inconsistent with the provisions of the Amended Plan.

7. Upon the Effective Date, all property of the Debtor's Estate or of the Debtor, including, but not limited to, real property, personal property (tangible and intangible), and all Causes of Action shall vest in the Reorganized Debtor, except as otherwise provided under the Amended Plan.

8. When the following events occur, such events shall be and hereby are deemed effective as of the date specified in the documents effectuating the same, or, if no such other date is specified in such documents, upon the Effective Date, and shall be and hereby are authorized and approved in all respects and for all purposes without any requirement or further action by the equity security holders of the Debtor or the equity security holders of the Reorganized Debtor: (a) the adoption of amended articles of incorporation or bylaws or similar constituent documents for the Reorganized Debtor; (b) the initial selection of directors and officers for the Reorganized Debtor; (c) the issuance and distribution of the Reorganized Debtor Equity Securities or other evidence of equity interests in the Reorganized Debtor to Alpine or its designee pursuant to the Amended Plan; (d) the adoption, execution, delivery and implementation of any other contracts, leases, instruments, releases and other agreements or documents related to the Amended Plan, or otherwise necessary for the Reorganized Debtor to conduct business or to implement the terms and provisions of the Amended Plan; and (e) the other matters provided for under the Amended Plan with respect to the corporate structure or equity ownership of the Reorganized Debtor, or any corporate action to be taken by or required of the Debtor or the Reorganized Debtor. Effective as of the Effective Date, and without any requirement of further action by the equity security holders of the Debtor or the equity security holders of the Reorganized Debtor, the members of the Board of Directors shall constitute the entire Board of Directors of the Reorganized Debtor. The CEO, or such other person as may be authorized by applicable governance documents of the Debtor or Reorganized Debtor, shall be and hereby is authorized to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents, and take such other action, as may be necessary or appropriate to effectuate and implement the provisions of the Amended Plan, including without limitation the execution of the certificate representing the Reorganized Debtor Equity Securities

by the CEO and the Secretary. The Court hereby approves as reasonable the contribution of the Alpine Bridge Debt in exchange for a portion of the Reorganized Debtor Equity Securities in proportion to the sum of the Alpine Contribution and the Alpine Bridge Debt.

9. In accordance with the terms of that certain Escrow Agreement (the "Escrow Agreement") dated as of May 9, 2003 among the Debtor, Alpine, the Banks and Benesch Friedlander Coplan & Aronoff LLP, as Deposit Escrow Agent, within one (1) Business Day (as such term is defined in the Escrow Agreement) after the Deposit Escrow Agent shall have received a writing appearing on its face to be joint written instructions of Alpine and the Debtor instructing the Deposit Escrow Agent to release and disburse all funds in the Escrow Account (as such term is defined in the Escrow Agreement), the Deposit Escrow Agent shall thereupon be authorized to release and disburse such funds in accordance with such instructions.

10. Except as otherwise provided in the Amended Plan or in this Confirmation Order, effective as of the Effective Date, the Debtor (and the Reorganized Debtor) are hereby discharged from any debt that arose before the Effective Date, and any date specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (a) a proof of Claim based on such debt is filed or deemed filed under Section 501 of the Bankruptcy Code, (b) such Claim is allowed under Section 502 of the Bankruptcy Code or is Allowed by the Amended Plan or (c) the holder of such Claim has accepted the Amended Plan. In addition, all liens, security interests and encumbrances in on and to any property of the Estate shall be discharged and released as of record on the Effective Date, except as otherwise provided in the Amended Plan. Holders of liens, security interests, and mortgages whose liens, security interests, and mortgages are discharged and released as of the Effective Date pursuant to the terms of the Amended Plan shall reasonably cooperate with the Reorganized Debtor to execute and deliver to the Debtor

(and the Reorganized Debtor) within three (3) business days after the entry of this Confirmation Order such releases and other documentation as is needed to effectuate the foregoing.

11. Pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, as of the Effective Date, any Causes of Action that already are pending, that exist, or that otherwise have accrued to the Debtor or its Estate, shall vest in the Reorganized Debtor and the Reorganized Debtor shall have the authority to prosecute such Causes of Action after the Effective Date, except for Avoidance Claims or as otherwise provided in the Amended Plan. From and after the Effective Date, the Reorganized Debtor shall have the authority to compromise and settle, otherwise resolve, discontinue, abandon or dismiss all such Causes of Action, subject to the approval of the Bankruptcy Court.

12. Pursuant to the Amended Plan, the Debtor, as of the Effective Date, the Reorganized Debtor and any representative of the Debtor's Estate have waived their rights to pursue any and all Avoidance Claims against any and all Persons on behalf of the Estate, and such waiver is hereby approved as of the Effective Date. Also pursuant to the Amended Plan, as of the Effective Date, the Debtor, the Reorganized Debtor and any representative of the Estate have waived and released any and all claims of any kind or nature (including without limitation, Avoidance Claims), against the Banks and their respective successors, assigns, directors, officers, shareholders, agents, employees and attorneys, whether now or previously existing, that the Debtor and/or the Reorganized Debtor may have or may have had any time through and including the Effective Date, and such waiver is hereby approved as of the Effective Date.

13. Upon the Effective Date, all Interests in the Debtor that existed on the Petition Date shall be deemed cancelled and the only issued and outstanding Interests in the Debtor shall be the Reorganized Debtor Equity Securities.

14. On the Effective Date, the Creditors' Committee shall dissolve and the members shall be released and discharged from all rights and obligations arising from or related to this Chapter 11 case, provided, however, that the Creditors' Committee Distribution Representative shall have the fiduciary and other rights and obligations set forth in the Amended Plan respecting Distributions to holders of Allowed Class 1.2 Claims and Allowed 3.1 Claims. The Creditors' Committee Distribution Representative shall accept Distributions of Cash and the Unsecured Note from the Reorganized Debtor on behalf of the holders of Allowed Class 1.2 Administrative Convenience Claims and holders of Allowed Class 3.1 General Unsecured Claims at the time such Distributions are made by Alpine, which Distributions shall be made before the Distribution Date.

15. The Professionals retained by the Creditors' Committee and the members thereof shall not be entitled to compensation or reimbursement of expenses for any services rendered after the Effective Date, except for (i) services rendered and expenses incurred in connection with Distributions to be made by the Creditors' Committee Distribution Representative; (ii) objections to Claims in Class 1.2 or Class 3.1; or (iii) any application for allowance of compensation and reimbursement of expenses pending on the Effective Date or Filed after the Effective Date pursuant to Article II of the Amended Plan.

16. With the exception of (i) those executory contracts and unexpired leases which either have been assumed or assumed and assigned by the Debtor prior to the Confirmation Date, (ii) those executory contracts and unexpired leases which are to be assumed or assumed and assigned by operation of the Amended Plan, or (iii) those executory contracts and unexpired leases which have already been rejected pursuant to section 365 of the Bankruptcy Code, each executory contract and unexpired lease entered into by the Debtor prior to the Petition Date which has not previously expired or terminated pursuant to its own terms shall be deemed

rejected by operation of the Amended Plan pursuant to section 365 of the Bankruptcy Code, effective as of the Effective Date. Pursuant to section 365 of the Bankruptcy Code, such rejections are hereby authorized and approved as of the Effective Date.

17. As set forth in Article IX of the Amended Plan, pursuant to section 365 of the Bankruptcy Code, the Debtor or the Reorganized Debtor, as appropriate, shall have assumed, or shall assume pursuant to the Amended Plan, each of the executory contracts and unexpired leases listed on Exhibit A to the Amended Plan, effective as of the Effective Date. Pursuant to section 365 of the Bankruptcy Code, such assumptions are hereby approved as of the Effective Date.

18. Pursuant to section 365(b)(1) of the Bankruptcy Code, and in accordance with Article IX of the Amended Plan, effective as of the Effective Date, any amounts which the Debtor (and the Reorganized Debtor) must pay in order to cure its monetary default(s) under those executory contracts and unexpired leases which it shall assume pursuant to the Amended Plan shall be made by the Reorganized Debtor, in Cash, on or before sixty (60) days after the Cure Claims Bar Date, or on such other terms as are agreed to in writing by the parties to such executory contracts or unexpired leases. Claims for Cure Payments arising out of the Debtor's assumption and assignment of executory contracts or unexpired leases pursuant to the Amended Plan ("Cure Claims") must be filed and served on the Reorganized Debtor on or before thirty (30) days after the Effective Date (the "Cure Claims Bar Date"), or else such Claims shall be forever barred. The Cure Claims Bar Date set forth in this paragraph does not affect any bar dates otherwise previously established by the Court for claims arising out of the assumption or assumption and assignment of executory contracts and unexpired leases. In the event of any dispute as to the assumption or assumption and assignment of any executory contract or

unexpired lease, the Debtor or the Reorganized Debtor, as appropriate, shall make any Cure Payment after entry of a Final Order resolving all disputes relating thereto.

19. Consistent with that certain Agreement (dated as of the Effective Date) by and among the Banks and the Marlborough Funds (as such term is defined in Section 8.12 of the Amended Plan), the rights of the Banks with respect to the distributions to be made to the Marlborough Funds under the Amended Plan are hereby limited to be consistent with and in accordance with such Agreement notwithstanding anything to the contrary at Section 8.12 of the Amended Plan.

20. Pursuant to section 502(g) of the Bankruptcy Code, any Claim for damages arising out of the rejection of any executory contract or unexpired lease by the Debtor shall be deemed under the Amended Plan as a Class 3.1 General Unsecured Claim, effective as of the Effective Date. Any Claim for damages arising out of the rejection of an executory contract or unexpired lease pursuant to the Amended Plan must be Filed and served on the Reorganized Debtor on or before the later of (i) the General Bar Date and (ii) thirty (30) days after the date such contract or lease is rejected, or else such Claim shall be forever barred. The bar date in this paragraph does not affect any bar dates otherwise previously established by the Bankruptcy Court for claims arising out of the rejection of executory contracts and unexpired leases.

21. Effective as of the Effective Date, each executory contract and unexpired lease entered into by the Debtor after the Petition Date will be performed by the Reorganized Debtor according to the terms and conditions of such executory contract or unexpired lease in the ordinary course of the Reorganized Debtor's business. Each such executory contract and unexpired lease shall survive and remain unaffected by the provisions of the Amended Plan or entry of this Confirmation Order, effective as of the Effective Date.

22. The form and substance of the New Bank One Credit Documents (which shall mean all loan documents to be executed by Alpine, the Reorganized Debtor, and other affiliates of each of such loan parties, in favor of Bank One) which at this time have not been finalized, shall be satisfactory to Bank One and its counsel and shall contain such conditions, covenants, defaults, representations and remedies as the parties deem appropriate subject to such proposal letter described above.

23. Nothing in this Confirmation Order or in the Amended Plan shall release, adversely modify or impair the enforceability or priority of any obligation or lien entered into or created in connection with the New Bank One Credit Documents (inclusive of the New Bank One Credit Agreement).

24. Upon the Effective Date, the Reorganized Debtor may grant the first-priority liens and security interests to be granted by the Reorganized Debtor on all of the assets of the Reorganized Debtor in favor of Bank One under the New Bank One Credit Documents (inclusive of the New Bank One Credit Agreement), subject to such permitted liens as provided in such documents and the Amended Plan. The Reorganized Debtor is authorized, without approval by the Bankruptcy Court, its new Board of Directors or its new shareholders, to execute and to deliver to Bank One all definitive documentation relating to the New Bank One Credit Documents.

25. The Bankruptcy Court shall retain and have exclusive jurisdiction in these matters following entry of this Confirmation Order for the following purposes:

- (a) to hear and determine any and all pending or future objections to the allowance or estimation of Claims, including, without limitation, objections to state and local tax claims relating to events or transactions occurring on or prior to last date on which Distributions are to be made;
- (b) to consider and act on the compromise and settlement of any Claim against or cause of action on behalf of the Estate;

- (c) to hear and determine all pending or future controversies, suits and disputes that may arise in connection with the interpretation, enforcement or consummation of the Amended Plan or any of the documents intended to implement the provisions of the Amended Plan;
- (d) to hear and determine any and all applications for the allowance of compensation and reimbursement of expenses;
- (e) to supervise any Distributions pursuant to the Amended Plan;
- (f) to consider any modifications of the Amended Plan;
- (g) to correct any defect, cure any omission or reconcile any inconsistency in the Amended Plan, including any Exhibit thereto, or in any order of the Bankruptcy Court, including this order, as may be necessary to carry out the purposes and intent of the Amended Plan and to implement and effect the Amended Plan;
- (h) to determine such other matters as may be provided for in this order or other orders of the Bankruptcy Court or as may from time to time be authorized under the provisions of the Bankruptcy Code, Bankruptcy Rules or any other applicable law;
- (i) to enforce all orders, judgments, injunctions and rulings entered in connection with the Debtor's chapter 11 case;
- (j) to issue such orders as may be necessary or appropriate in aid of confirmation and to facilitate consummation of, the Amended Plan;
- (k) to adjudicate any disputes between the Reorganized Debtor and the Banks regarding (i) the allowed amount of any Allowed Priority Claims; (ii) any amount payable or reimbursable to the Banks by Alpine; and (iii) any amount payable or reimbursable to Alpine by the Banks; and
- (l) to enter an order closing the Debtor's chapter 11 case.

26. Subject to the District Court's retention of jurisdiction provided in this section and the Bankruptcy Court's power under 28 U.S.C. § 157 and subject to the Bankruptcy Court's retention of jurisdiction provided in this section, the Bankruptcy Court shall retain jurisdiction over the Debtor's chapter 11 case to hear and determine any and all applications, adversary proceedings and contested and litigated matters pending on the Effective Date or thereafter instituted by or on behalf of the Debtor or its Estate after the Effective Date(s).

27. The provisions of this Confirmation Order shall not be severable and are mutually dependent.

28. The automatic stay of section 362 of the Bankruptcy Code shall remain in full force and effect until the Effective Date, subject to extension upon application to the Bankruptcy Court.

29. Upon the Effective Date, the Debtor and each other Person having duties or responsibilities under the Amended Plan, and all documents related thereto, and their respective directors, officers, general partners, managers, agents, representatives, and attorneys, are authorized and empowered to: (a) carry out all of the provisions of the Amended Plan and such plan documents; (b) to issue, execute, deliver, file and record, as appropriate, the Amended Plan, the plan documents and any related agreements; (c) to take any action contemplated by the Amended Plan, the plan documents or this Confirmation Order; and (d) to issue, execute, deliver, file and record, as appropriate, such other contracts, instruments, releases, deeds, bills of sale, assignments, or other agreements, and to perform such other acts as are consistent with, and necessary or appropriate to, implement, effectuate and consummate the Amended Plan, the plan documents (inclusive of the New Bank One Credit Documents and the New Bank One Credit Agreement, as may be finalized, upon execution thereof by, among others, Bank One, Alpine, and the Reorganized Debtor) and this Confirmation Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Bankruptcy Court or further action by their respective directors or stockholders, and with like effect as if such actions had been taken by unanimous action of the respective directors and stockholders of such Persons. The President, Chief Executive Officer, Vice President - Finance, Secretary or any officer of the Debtor or the Reorganized Debtor shall be, and hereby are, authorized to certify or attest to any of the foregoing actions and to execute such documents as may be

necessary to effectuate the Amended Plan and such plan documents as described above. Without limiting the generality of the foregoing, this Confirmation Order shall constitute all approvals and consents, if any, required by the laws of the State of Ohio and all other applicable business corporation, trust and other laws of the applicable governmental units with respect to the Debtor's implementation and consummation of the Amended Plan, the plan documents and this Confirmation Order and the transactions contemplated thereby.

30. The Reorganized Debtor is hereby authorized to enter into new credit facilities with Bank One, consistent with the proposal letter and testimony offered at the Confirmation Hearing.

31. Pursuant to section 1146(c) of the Bankruptcy Code, there shall be no taxes, including, but not limited to, stamp taxes, charged by any state or any subdivision thereof respecting any transfer of property under the Amended Plan.

32. There being no just reason for delay, the Clerk of this Court shall enter this Confirmation Order in the records of the Debtor's Reorganization Case as a final order and judgment, pursuant to Bankruptcy Rule 5003, Federal Rule of Civil Procedure 54 (made applicable herein by Bankruptcy Rule 7054) and Federal Rule of Civil Procedure 58 (made applicable herein by Bankruptcy Rule 9021).

33. Promptly after entry of this Confirmation Order, the Clerk of this Court shall give the Debtor, all creditors, all holders of Interests, and other parties in interest a record written notice thereof by first class United States Mail, as provided in Bankruptcy Rules 2002(f)(7) and 3020(c). Further, within three (3) business days after entry of this Confirmation Order, counsel for the Debtor shall cause copies of this Confirmation Order to be served by first class United States Mail upon those persons who have appeared and requested notice pursuant to Bankruptcy Rule 2002 in the Debtor's Reorganization Case. The foregoing notice and service is and shall

be adequate and sufficient notice of the entry of this Confirmation Order, pursuant to sections 102(1) and 1129 of the Bankruptcy Code, Bankruptcy Rules 2002, 3020, 9007, 9021, 9022, and other applicable law and rules of Court.

34. To the extent that there is a conflict between the terms and conditions of the Amended Plan and the terms and conditions of this Confirmation Order, the terms and conditions of this Confirmation Order shall govern.

35. On the Effective Date, substantial consummation of the Amended Plan will have occurred.

Dated: July __, 2003
Canton, Ohio

/s/ Russ Kendig

RUSS KENDIG
United States Bankruptcy Judge

Submitted By:

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