

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

PNC Bank, National Association

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?

- Yes
- No

Name: Rockaway Bedding, Inc.

Internal

Address: _____

Street Address: J. Aspen Drive

City: Rockaway

State: New Jersey

Country: USA

Zip: 07869

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship New Jersey
- Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 07/10/2007

- Assignment
- Security Agreement
- Other See Attachment A
- Merger
- Change of Name

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attachment B

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Stephanie S. Kann, Senior Paralegal

Internal Address: Gibson, Dunn & Crutcher LLP

Street Address: 3161 Michelson Drive

City: Irvine

State: CA

Zip: 92612

Phone Number: 949-451-3800

Fax Number: 949-475-4754

Email Address: skann@gibsondunn.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

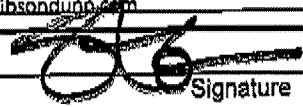
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 501408

Authorized User Name Stephanie Kann

9. Signature:



Signature

April 5, 2012

Date

Stephanie S. Kann

Name of Person Signing

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

39

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004746 FRAME: 0577

Attachment A

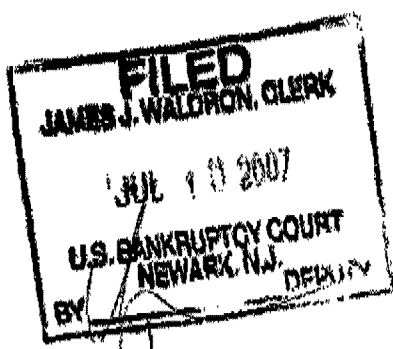
3. Other – Termination of Security Interest pursuant to Bankruptcy Order recorded at Reel 2738/Frame 0596

Attachment B

Schedule of Active Trademarks

Mark	Registration Number
1-800-TRY-A-BED	1,728,378
DEPARTMENT STORES HATE US, BUT YOU'RE GOING TO LOVE US!	1,689,430
ORTHO-POSTURE	1,764,518
ROCKAWAY BEDDING	1,728,376
ROCKAWAY BEDDINGS CENTERS	1,733,754
TRY-A-BED	1,728,377
WE GUARANTEE YOU A GOOD NIGHT'S SLEEP	2,368,899

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY
Caption in compliance with D.N.J. LBR 9004-2(c)
Duane Morris LLP
A Delaware Limited Liability Partnership
744 Broad Street, Suite 1200
Newark, NJ 07102-3889
Telephone: (973) 424-2001
Facsimile: (973) 424-2001
William S. Katchen (WS-8966)
David H. Stein (DS-8514)
Attorneys for the Debtor



In re:) Case Nos. 07-14890, 07-14892,
) 07-14894, 07-14898 (DHS)
)
ROCKAWAY BEDDING, INC., et al.)
)
Debtors.) Chapter 11
) (Jointly Administered)

ORDER PURSUANT TO 11 U.S.C. §§ 105, 363, 365 AND 1146 OF THE BANKRUPTCY CODE (A) APPROVING THE SALE OF CERTAIN OF THE ASSETS OF ROCKAWAY BEDDING, INC. AND ITS AFFILIATED DEBTORS TO PURCHASER AND (B) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered two (2) through thirty-one (31) is hereby

ORDERED.

July 10, 2007

[Signature]
USBJ

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Debtor: Rockaway Bedding, Inc., *et al.*

Case Nos.: 07-14890, 07-14892, 07-14894 -- 07-14898 (DHS)

Caption Of Order: Order Pursuant To 11 U.S.C. §§ 105, 363, 365 And 1146 Of The Bankruptcy Code (A) Approving The Sale Of Certain Of The Assets Of Rockaway Bedding, Inc. And Its Affiliated Debtors To Purchaser And (B) Granting Related Relief

Upon the Motion of Rockaway Bedding, Inc and its affiliated debtors and debtors-in-possession in the above captioned case (collectively, the "Debtors") seeking entry of an order (a) approving the Asset Purchase Agreement dated June 14, 2007 (the "APA") and the Amendment to Agreements dated July 7, 2007 (the "Amendment" and together with the APA, the "Sale Agreement")¹ between Debtors and a joint venture comprised of Sleepy's, LLC and Hudson Capital Partners, LLC which represents the highest or best bid received by Debtors in connection with a sale process and auction, and the related sale by Debtors of the Acquired Assets, free and clear of liens, claims and encumbrances, to a joint venture comprised of Sleepy's, LLC and Hudson Capital Partners, LLC (the "Purchaser") and (b) granting related relief; and the Motion and notice of the final hearing regarding the Motion (the "Sale Hearing") having been served on (i) all parties who previously expressed interest in acquiring all or a substantial portion of the Acquired Assets, (ii) counsel to the Official Committee of Unsecured Creditors (the "Committee"), (iii) counsel to the Bank, (iv) all of Debtors' landlords for the Assigned Leases, (v) all entities having requested notices pursuant to Federal Rule of Bankruptcy Procedure (the "Bankruptcy Rules") 2002, (vi) the Office of United States Trustee, (vii) each third-party known to Debtors that asserts a lien in any of the Acquired Assets (including any liens and encumbrances in and to the Merchandise wherever located and FF&E located in the Stores and the Warehouse), (viii) the county consumer protection agency (or if none, the local District

¹ Capitalized terms used but not defined in this Order shall have the meanings given to such terms in the (i) APA, a true and correct copy of which was filed with this Court on June 14, 2007, and (ii) the Amendment, a true and correct copy of which was filed with this Court on July 8, 2007.

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Attorney(s)) for each county where the Stores or the Warehouse are located, (ix) the division of consumer protection, if any, for each state where the Stores or the Warehouse are located, (x) the state attorneys general for states where the Stores or the Warehouse are located, (xi) the relevant taxing authorities, (xii) each third-party known to Debtors that is a party to an Assigned Lease, and the appearances of all interested parties and all responses and objections to the Motion having been duly noted in the record of the Sale Hearing; and the Sale Hearing having been held on July 9, 2007; and the Debtors having held the Auction on July 6, 2007; and upon the record of the Sale Hearing, the testimony of Edwin Ordway, Executive Director of Capstone Advisory Group, LLC, financial advisors to the Debtors, and all other pleadings and proceedings in these cases, including the Motion; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY FOUND AND DETERMINED THAT:**

A. The findings and conclusions set forth herein constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Bankruptcy Rules 7052 and 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such,

C. The Bankruptcy Court has jurisdiction over the Motion and the transactions contemplated by the Sale Agreement (the "Transactions") pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

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D. The statutory predicates for the relief sought in the Motion are Sections 105, 363, 365, and 1146(c) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9006 and 9014.

E. The Bankruptcy Court entered an Order approving an auction and bid procedures on June 21, 2007 (the "Sale Procedures Order") (document no. 504), and the Sale Procedures Order has become a final and non-appealable Order. Due, proper, timely, adequate, and sufficient notice of the Bidding Procedures (as defined in the Sale Procedures Order) has been given in accordance with the provisions of Sections 102(1) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004. No other or further notice of the Bidding Procedures is or shall be required.

F. Debtors and its professionals complied in all respects with the Sale Procedures Order. In that regard, the Debtors received several Qualified Bids. The aggregate consideration of the Qualified Bids received was far below the consideration provided in the Purchaser's bid.

G. None of the bidders that submitted Qualified Bids attended the Auction scheduled for 10:00 a.m. (EDT) on July 6, 2007 and the Debtors did conduct an auction. The Debtors and their professionals concluded that the Sale Agreement was the highest and best bid for the Acquired Assets.

H. As evidenced by the certificates of service previously filed with the Bankruptcy Court, (i) proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the sale

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of the Acquired Assets, the terms and conditions of the Sale Agreement, the assumption and assignment of the Assigned Leases and the Intellectual Property Rights, and all of the other Transactions has been provided in accordance with Sections 102(1), 105, 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006 and 9014, and the local rules of the Bankruptcy Court, (ii) such notice was good, sufficient, and appropriate under the particular circumstances of this case, and (iii) except as otherwise set forth in this Order, no other or further notice of the Motion, the Sale Hearing, the sale of the Acquired Assets or the assumption and assignment of the Assigned Leases and Intellectual Property Rights is or shall be required.

I. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing, and (ii) the representations of counsel made on the record at the Sale Hearing, Debtors and its professionals have marketed the Acquired Assets and conducted the sale process with respect thereto in compliance with the Bidding Procedures and the Sale Procedures Order.

J. Through marketing efforts and a competitive sale process, including (i) the extensive marketing of the Acquired Assets through Debtors' retained professionals prior to the entry of the Sale Procedures Order, and (ii) seeking competing offers for the Acquired Assets since the Petition Date and again through notice of the Motion and pursuant to the Bidding Procedures set forth in the Sale Procedures Order, Debtors and its professionals afforded interested potential purchasers a full, fair, and reasonable opportunity to make an offer to purchase the Acquired Assets.

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K. Debtors (i) have full corporate power and authority to execute the Sale Agreement, the Agency Agreement and all other documents contemplated thereby (collectively, the "Sale Documents"), and the sale of the Acquired Assets by Debtors has been duly and validly authorized by all necessary corporate action of Debtors, (ii) have all of the corporate power and authority necessary to consummate the Transactions, (iii) have taken all corporate action necessary to authorize and approve the Sale Documents and the consummation by Debtors of the Transactions contemplated thereby, and there are no consents or approvals, other than as set forth in this Order or in a separate Order of the Bankruptcy Court approving the Agency Agreement, which Order is being entered contemporaneously herewith (the "Store Closing Order"), or as expressly provided for in the Sale Agreement, are required for Debtors to consummate the Transactions.

L. Debtors have demonstrated and proven to the satisfaction of the Bankruptcy Court good, sufficient, and sound business purposes and justifications for the sale of the Acquired Assets and consummation of the Transactions contemplated by the Sale Agreement and this Order, pursuant to Section 363(b) of the Bankruptcy Code. Entry into the Sale Agreement and consummation of the Transactions constitute the exercise by Debtors of sound business judgment and such acts are in the best interests of Debtors, their estates, and their creditors. The business reasons justifying the sale of the Acquired Assets include, but are not limited to, the facts that (a) the Sale Agreement constitutes the highest and best offer for the Acquired Assets; (b) the Sale Agreement and the Closing of the Transactions will present the best opportunity to realize the

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value of the Acquired Assets; and (c) the consideration provided by Purchaser for the purchase of the Acquired Assets pursuant to the Sale Documents exceeds what Debtors would be able to realize in a separate liquidation of the Acquired Assets.

M. The Sale Agreement must be approved and consummated promptly because there is a significant risk that the value of the Acquired Assets would deteriorate before the effective date of a confirmed plan of reorganization in the Debtors' cases.

N. The Sale Documents and the Transactions contemplated by the Sale Documents were negotiated and have been and are undertaken by Debtors and Purchaser at arm's length, without collusion or fraud, and in good faith within the meaning of Section 363(m) of the Bankruptcy Code. As a result of the foregoing, Debtors and Purchaser are entitled to the protections of Section 363(m) of the Bankruptcy Code. Neither Debtors nor Purchaser has engaged in any conduct that would cause or permit the Sale Agreement or any other Sale Document to be avoided under Section 363(n) of the Bankruptcy Code. Purchaser has not otherwise violated Section 363(n) by any action or inaction.

O. The aggregate consideration provided by Purchaser for the Acquired Assets pursuant to the Sale Documents (i) is fair and reasonable, (ii) is the highest or best offer for the Acquired Assets, and (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical, available alternative. The terms and conditions of each of the Sale Documents are fair and reasonable. Therefore, the sale contemplated by the Sale Agreement

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is in the best interests of the Debtors and their estates, creditors, and other parties in interest and is an exercise of their sound business judgment. In addition, the relief requested in the Motion (including, without limitation, the approval of the Sale Documents, the sale of the Acquired Assets and the other Transactions) is a necessary and appropriate step toward enabling the Debtors to successfully conclude these Chapter 11 cases and is otherwise in the best interests of the Debtors, their creditors, their estates, and all other parties in interest in these cases.

P. A reasonable opportunity to object or be heard regarding the relief requested in the Motion has been afforded to all interested persons and entities (including all nondebtor parties to the Assigned Leases).

Q. The transfer of the Acquired Assets to Purchaser will be a legal, valid, and effective transfer of the Acquired Assets and, except as otherwise set forth in the Sale Documents, will vest Purchaser with all right, title, and interest of Debtors in and to the Acquired Assets free and clear of all Liens and Claims of any kind or nature whatsoever, including (but not limited to) (i) Liens and Claims of the Bank, (ii) Liens and Claims that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of Debtors' or Purchaser's interest in the Acquired Assets, or any similar rights, (iii) Liens and Claims relating to taxes arising under, out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to the Closing, and (iv) (A) all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, rights of first refusal, or charges of any kind or nature, including, but

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not limited to, any restriction on the use, transfer, receipt of income or other exercise of any attributes of ownership, and (B) all debts arising in any way in connection with any agreements, acts, or failures to act, of any of Debtors or any of Debtors' predecessors or affiliates, Claims, obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests, and matters of any kind and nature, whether known or unknown, perfected or unperfected, contingent or otherwise, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, understanding, law, equity or otherwise, including (but not limited to) claims otherwise arising under doctrines of successor liability (together with Liens and Claims, collectively, "Interests"), other than the Assumed Obligations.

R. Purchaser would not have entered into the Sale Agreement and would not consummate the Transactions contemplated thereby, thus adversely affecting the Debtors, their estates, and their creditors, if the sale of the Acquired Assets to Purchaser and the assignment of the Assigned Leases and the Intellectual Property Rights were not free and clear of all Interests of any kind or nature whatsoever (other than the Assumed Obligations), or if Purchaser would, or in the future could, be liable for any of the Interests.

S. Debtors may sell the Acquired Assets free and clear of all Interests of any kind or nature whatsoever (except for the Assumed Obligations) because, in each case, one or more of the standards set forth in Section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Specifically, each entity with a security interest in any of the Acquired Assets has consented to

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their sale, is deemed to have consented to their sale, or could be compelled in a legal or equitable proceeding to accept a money satisfaction of such interest, or the sale of the Acquired Assets otherwise satisfies the requirements of Section 363(f) of the Bankruptcy Code. To that end, those nondebtor parties with Interests in the Acquired Assets who did not object, or who withdrew their objections, to the Sale Agreement or the Motion are deemed to have consented to such sale pursuant to Sections 363(f)(2) and 365 of the Bankruptcy Code. Those nondebtor parties with Interests in the Acquired Assets who did object fall within one or more of the other subsections of Sections 363(f) and 365 of the Bankruptcy Code and are adequately protected by having their Interests, if any, attach to the cash proceeds received by the Debtors at the Closing of the Transactions ultimately attributable to the property against or in which they assert an Interest with the same validity, force, and effect which they now have, subject to any claims and defenses Debtors, the Committee and/or other parties in interest possess with respect thereto.

T. The transfer of the Acquired Assets to Purchaser and all of the other Transactions are exempt under Section 1146(c) of the Bankruptcy Code from any documentary, transfer, stamp, sales, use, or similar tax. The sale of the Acquired Assets is also exempt from any and all "bulk-sale" laws in all relevant jurisdictions.

U. Debtors have demonstrated that it is an exercise of their sound business judgment to allow Debtors to assume and assign the Assigned Leases and the Intellectual Property Rights pursuant to the terms of the Sale Agreement and the assumption, assignment, and sale of the Assigned Leases and the Intellectual Property Rights pursuant to the Sale Agreement are in the

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best interests of the Debtors, their estates, and their creditors. The Assigned Leases and the Intellectual Property Rights are an integral part of the Acquired Assets and, accordingly, the assumption, assignment, and sale of the Assigned Leases and the Intellectual Property Rights are reasonable and enhance the value of the Debtors' estates.

V. Debtors have (i) provided adequate assurance of cure by Debtors of any default existing prior to the date hereof under any of the Assigned Leases or Intellectual Property Rights to be assumed and assigned in connection with the Transactions, within the meaning of Section 365(b)(1)(A) of the Bankruptcy Code, and (ii) provided adequate assurance of compensation to any nondebtor party for any actual pecuniary loss to such nondebtor party resulting from a default prior to the date hereof under any of the Assigned Leases or Intellectual Property Rights to be assumed and assigned in connection with the Transactions, within the meaning of Section 365(b)(1)(B) of the Bankruptcy Code. Purchaser has provided adequate assurance of its future performance of and under the Assigned Leases and Intellectual Property Rights to be assumed and assigned pursuant to the Sale Agreement, within the meaning of Section 365(b)(1)(C) of the Bankruptcy Code. Thus, Debtors have, to the extent necessary, satisfied the requirements of Sections 365(b)(1) and (f) of the Bankruptcy Code in connection with the sale, assumption, and assignment of the Assigned Leases and Intellectual Property Rights, and Debtors shall, upon the assignment thereof in accordance with the Sale Agreement, be relieved from any liability for any breach of such Assigned Leases and Intellectual Property Rights or for any other obligations thereunder.

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W. Approval of the Sale Documents, approval of the assumption, assignment, and sale of the Assigned Leases and Intellectual Property Rights, and consummation of the sale of the Acquired Assets at this time are in the best interests of the Debtors, their creditors, their estates, and other parties in interest.

X. Time is of the essence in closing the Transactions, and Debtors and Purchaser intend to close the sale of the Acquired Assets and the other Transactions as soon as possible in accordance with the terms of the Sale Documents.

For all of the foregoing and after due deliberation, it is ORDERED, ADJUDGED, AND DECREED THAT:

General Provisions

1. The Motion (document no. 423) is granted in all respects.
2. Any and all objections and responses concerning the Motion are resolved or overruled in accordance with the terms of this Order and as set forth in the record of the Sale Hearing. To the extent any such objections or responses were not otherwise withdrawn, waived, or settled, all such objections, and all reservations of rights or relief requested therein, are hereby overruled on the merits and denied with prejudice. The objection of Frederick Avenue Shopping Center Gaithersburg, MD Limited Partnership regarding store number 218 in Gaithersburg, Maryland is overruled.

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3. In the event of any inconsistency between the terms of this Order and the terms of the written agreements resolving issues among the Debtors, Purchaser and those entities that filed objections to any part of the Transactions (collectively, the "Agreements"), the terms of the Agreements shall control. The Court shall retain jurisdiction with respect to the Agreements.

4. A ruling on the objection filed by 324 East 86th Street, LLC is reserved pending submission of briefs by July 11, 2007 at 1:00 p.m. on the issue of whether or not the lease for store number 192 has been terminated and no longer subject to assumption and assignment in connection with the Sale. The Court shall issue a ruling on such objection prior to the Closing.

5. The principal and interest balance due to the Bank shall be paid as soon as practicable after the Closing. Notwithstanding any payments made to the Bank, the Debtors, the Committee and the Bank reserve all rights with respect to any rights, claims and defenses under the Final Cash Collateral Order entered by this Court on May 21, 2007.

6. If the terminals for processing credit card purchase transactions are unable to be converted and reprogrammed by July 13, 2007 and request is made for IRN Payment Systems ("IRN") to continue to provide credit card processing services to Purchaser on and after July 13, 2007, IRN shall have a right to establish a reasonable reserve against sale proceeds from credit card charges occurring on and after July 13, 2007 to cover customer chargebacks for such credit card charges occurring on and after July 13, 2007.

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Approval of the Sale Documents

7. The Sale Documents, all of the terms and conditions thereof, the sale of the Acquired Assets, and all other Transactions are hereby approved in all respects.

8. Pursuant to Section 363(b) of the Bankruptcy Code, Debtors are authorized to perform its obligations under, and comply with the terms of, the Sale Documents, and to consummate the sale of the Acquired Assets and the other Transactions pursuant to, and in accordance with, the terms and conditions of the Sale Documents. All actions taken by the Debtors, their officers, directors, agents, employees and their professionals, in satisfying the Sellers' Obligations and any actions or omissions required in the reasonable business judgment of the Debtors to execute and perform all acts required to complete and consummate the Transactions, are determined to have been taken in good faith, and, provided such actions are contemplated by, consistent and in conformity with the Sale Agreement, the Agency Agreement and this Order, except for gross negligence and willful misconduct as determined by final judgment of this Court or any Court of competent jurisdiction, shall exonerate the Debtors and their officers, directors, agents, employees, and their professionals from any claim or cause of action by any person, claimant or entity, including their respective successors, provided however, nothing herein shall diminish or modify obligations of Debtors under the Sale Agreement and Agency Agreement.

9. Debtors are authorized to execute, deliver, perform under, consummate, and implement the Sale Agreement, together with all additional instruments and documents

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(including, without limitation, the Agency Agreement) that may be reasonably necessary or desirable to implement the Sale Agreement and is authorized to take any and all further actions as may be reasonably requested by Purchaser and provided for in the Sale Agreement for the purpose of assigning, transferring, granting, conveying, and conferring to Purchaser or reducing to possession, the Acquired Assets, or as may be necessary, desirable or appropriate in connection with the performance by Debtors of its obligations under the Sale Documents.

10. This Order and the Sale Documents shall be binding in all respects upon all creditors (whether known or unknown) of the Debtors, all parties having an interest in the Acquired Assets, all non-debtor parties to the Assigned Leases and Intellectual Property Rights, all successors and assigns of Purchaser, the Debtors, and their shareholders, members, partners, affiliates and subsidiaries, and any subsequent trustee(s) appointed in any of the Debtors' Chapter 11 cases or upon a conversion thereof to Chapter 7 of the Bankruptcy Code and shall not be subject to rejection. Nothing contained in any Chapter 11 plan confirmed in these bankruptcy cases or in any Order of the Bankruptcy Court confirming any such Chapter 11 plan shall conflict with or modify the rights of the Purchaser pursuant to the provisions of the Sale Documents or this Order.

11. The Sale Documents 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 Bankruptcy Court.

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Transfer of the Acquired Assets

12. Except as expressly permitted or otherwise specifically provided for in the Sale Agreement or this Order, pursuant to Sections 105(a), 363(f) and 365(f) of the Bankruptcy Code, at the Closing and upon consummation of the Transactions pursuant to the Sale Agreement, Purchaser shall acquire good and marketable title in and to, or a valid leasehold interest in, each of the Acquired Assets, free and clear of all Interests of any kind or nature whatsoever, except for the Assumed Obligations, with all such Interests of any kind or nature whatsoever (except for the Assumed Obligations) to attach to the net proceeds of the sale in the order of their priority, with the same validity, force, and effect which they now have as against the Acquired Assets, subject to any claims and defenses Debtors, the Committee or any other party in interest may possess with respect thereto.

13. All persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, employees, and other creditors, holding Interests of any kind or nature whatsoever (except for the Assumed Obligations) against or in the Debtors or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the operation of the Business prior to the Closing, or the transfer of the Acquired Assets to Purchaser, are forever barred, estopped, and permanently enjoined from

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asserting against Purchaser, its successors or assigns, its property, or the Acquired Assets, such persons' or entities' interests.

14. The transfer of the Acquired Assets to Purchaser pursuant to the Sale Documents does not require any consents other than as specifically provided for in the Sale Documents and constitutes a legal, valid, and effective transfer of the Acquired Assets, and shall vest Purchaser with all right, title, and interest of Debtors in and to the Acquired Assets free and clear of all interests of any kind or nature whatsoever (except for the Assumed Obligations).

15. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing interests in the Acquired Assets shall not have delivered to Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all interests which the person or entity has with respect to the Acquired Assets, then (a) Debtors are authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Acquired Assets, and (b) Purchaser is authorized to file, register, or otherwise record a certified copy of this Order which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all interests in the Acquired Assets of any kind or nature whatsoever (except for the Assumed Obligations).

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Assumption, Assignment, and Sale to Debtors: Acquisition of the Assigned Leases and Intellectual Property Rights

16. Pursuant to Sections 105(a), 363, and 365 of the Bankruptcy Code, Debtors' assumption and assignment of the Assigned Leases attached as Exhibit A to this Order and Intellectual Property Rights pursuant to the terms of the Sale Agreement are approved and all of the requirements of Sections 363 and 365 of the Bankruptcy Code with respect thereto are deemed satisfied.

17. Debtors are authorized in accordance with Sections 105(a), 363, and 365 of the Bankruptcy Code to (a) assume the Assigned Leases and Intellectual Property Rights at the Closing and assign the Assigned Leases and the Intellectual Property Rights free and clear of all Interests of any kind or nature whatsoever (other than the Assumed Obligations); and (b) execute and deliver to Purchaser such documents or other instruments as may be necessary to assign and transfer the Assigned Leases and the Intellectual Property Rights to Purchaser at the Closing.

18. The effectiveness of the assignment of the Assigned Leases to Purchaser shall be as follows: (a) with respect to those Assigned Leases which are not leases of Designated Liquidation Locations, the assignment to Purchaser shall be effective on the Closing Date without further order of the Bankruptcy Court; and (b) with respect to those Assigned Leases which are leases of Designated Liquidation Locations, the assignment to Purchaser shall be

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automatically effective on the Sale Termination Date without further order of the Bankruptcy Court.

19. With respect to the Assigned Leases and the Intellectual Property Rights being transferred to Purchaser at the Closing or thereafter in accordance with decretal paragraph 14: (a) the Assigned Leases and Intellectual Property Rights shall be transferred and assigned to, and following the Closing shall remain in full force and effect for the benefit of Purchaser, in accordance with their respective terms, notwithstanding any provision in any Assigned Lease or Intellectual Property Right (including those of the type described in Sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer; (b) pursuant to Section 365(k) of the Bankruptcy Code, Debtors shall be relieved from any further liability with respect to such the Assigned Leases and Intellectual Property Rights after such assignment to Purchaser; (c) each such Assigned Lease is an unexpired lease of Debtors under Section 365 of the Bankruptcy Code; (d) Debtors may assume each such Assigned Lease in accordance with Section 365 of the Bankruptcy Code; (e) Debtors may assign each such Assigned Lease to Purchaser in accordance with Sections 363 and 365 of the Bankruptcy Code, and any provisions in any such Assigned Lease that prohibit or condition the assignment of such Assigned Lease, that require a consent, approval, waiver, notice, or opinion from or to any party, or allow the nondebtor party to such Assigned Lease to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assigned Lease, constitute unenforceable anti-assignment provisions that are null and void and

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of no force or effect; (f) all other requirements and conditions under Sections 363 and 365 of the Bankruptcy Code for the assumption by Debtors and assignment to Purchaser of each such Assigned Lease and Intellectual Property Right have been satisfied; and (g) upon consummation of the Closing and subject to decretal paragraph 14, in accordance with Sections 363 and 365 of the Bankruptcy Code, Purchaser shall be fully and irrevocably vested in all right, title, and interest of Debtors in each such Assigned Lease and Intellectual Property Right.

20. Purchaser shall be entitled to conduct Store Closing Sales at the Designated Liquidation Locations, which Store Closing Sales shall be conducted in accordance with the Sale Guidelines (as such term is defined in the Agency Agreement). Purchaser and such Store Closing Sales shall be entitled to the protections afforded to them in the order approving the Agency Agreement (the "Store Closing Order") as if such Store Closing Sales were Closing Locations (as such term is defined in the Agency Agreement).

21. Purchaser has demonstrated adequate assurance of future performance with respect to the Assigned Leases and the Intellectual Property Rights to be assigned to it, and has satisfied the requirements of the Bankruptcy Code, including, without limitation, Sections 365(b)(1) and (3) and 365(f)(2)(B) thereof to the extent applicable.

22. There shall be no rent accelerations, assignment fees, increases, or any other fees or profit sharing charged to Purchaser or Debtors as a result of the assumption, assignment, and sale of the Assigned Leases and the Intellectual Property Rights. Pursuant to

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Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, with respect to those Assigned Leases for which no cure cost objection has been filed, the Cure Costs set forth on Schedule 4.11(a) of the APA which was served on the landlords of the Assigned Leases together with (i) the Notice of Debtors' Intent to Assume and Assign Certain Executory Contracts and Unexpired Leases and the Fixing of Cure Costs Associated Therewith and (ii) this Court's Order date June 21, 2007, *inter alia*, establishing procedures and the deadline for the fixing of lease cure amounts, constitute the amounts necessary to cure any and all defaults under such Assigned Leases as of the date of entry of this Order in connection with the assumption and assignment of such Assigned Leases. No other amounts are due as of the entry of this Order in connection with the assumption or assignment of such Assigned Leases for which no cure cost objection was filed. From the proceeds received at the Closing, counsel for the Debtors shall hold in escrow sufficient funds to pay the disputed and undisputed cure cost amounts as timely filed by the landlords with respect to the Assigned Leases (the "Cure Cost Escrow"). On or before July 20, 2007, the Debtors shall pay to the landlords of the Assigned Leases all undisputed and resolved cure cost amounts and the balance of the Cure Cost Escrow shall be held pending further Order of this Court. The Court has scheduled a status conference on July 23, 2007 at 10:00 a.m. at which the Debtors shall report the status of the disputed and unresolved cure cost objections and the Court may entertain or schedule a further hearing to resolve such cure cost objections.

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23. The Assigned Leases and the Intellectual Property Right, upon assignment to Purchaser, are and shall be deemed valid and binding and in full force and effect in accordance with their terms.

24. Any provision in any Assigned Lease or Intellectual Property Right that purports to declare a breach or default as a result of either a change in control of the Business, or requires the consent of a nondebtor party in connection with the assignment herein is hereby deemed unenforceable under Section 365(f) of the Bankruptcy Code.

25. Except for the Cure Costs fixed pursuant to this Order, all parties to the Assigned Leases and Intellectual Property Rights are forever barred and enjoined from raising or asserting against Purchaser or Debtors any assignment fee, default, breach, or claim of pecuniary loss, or condition to assignment, arising under or related to the Assigned Leases and the Intellectual Property Rights existing as of the Closing Date. Any party that may have had the right to consent to the assignment of its Assigned Lease or Intellectual Property Right is deemed to have consented to such assignment for purposes of Section 365(e)(2)(A)(ii) of the Bankruptcy Code, and otherwise, if it failed to object to the assumption and assignment or if any such objection is ultimately overruled or otherwise denied.

26. Provided that the applicable Cure Costs are paid or escrowed pursuant to the Sale Procedures Order, each non-debtor party to an Assigned Lease is forever barred,

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estopped, and permanently enjoined from asserting against Debtors or Purchaser, or the property of any of them, any default existing as of the Closing.

27. Purchaser shall be allowed to "go dark" and discontinue business operations at any of the Stores for a period of up to one hundred twenty (120) days from the effective date of the assignment of such Assigned Lease pursuant to decretal paragraph 14 above, for the purpose of refitting the Stores notwithstanding any "go dark", "continuous use" or other similar provision in the Assigned Leases; provided however, if the Store is a Designated Liquidation Location, the 120 day period shall run from the Sale Termination Date at each respective Store.

Additional Provisions

28. The consideration provided by Purchaser for the Acquired Assets under the Sale Documents constitutes 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.

29. The consideration provided by Purchaser for the Acquired Assets under the Sale Documents is fair and reasonable, and the Transactions may not be avoided under Section 363(n) of the Bankruptcy Code.

30. Prior to the Closing of the sale of the Acquired Assets, each of Debtors' creditors is authorized and directed to execute such documents and take all other actions as may

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be necessary to release effective as of the Closing its Interests (other than the Assumed Obligations) in the Acquired Assets, if any, as such Interests may have been recorded or may otherwise exist.

31. This Order (a) shall be effective as a determination that, on the Closing, all Interests of any kind or nature whatsoever existing as to the Acquired Assets prior to the Closing 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, 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 Acquired Assets.

32. Each and every federal, state, and local governmental agency or department is directed to accept any and all documents and instruments necessary and appropriate to consummate the Transactions contemplated by the Sale Agreement.

33. Except as specifically provided for in the Sale Agreement or the Agency Agreement, Purchaser shall have no liability with respect to any collective bargaining agreement,

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employee pension plan, employee welfare or retention, benefit and/or incentive plan to which any of the Debtors are parties and relating to the Acquired Assets (including, without limitation, arising from or related to the rejection or other termination of any such agreement), and Purchaser shall in no way be deemed a party to or assignee of any such agreement, and no employee of Purchaser shall be deemed in any way covered by or a party to any such agreement, and all parties to any such agreement are enjoined from asserting against Purchaser any and all claims arising from or relating to any such agreement.

34. All entities that are presently, or on the Closing Date may be, in possession of any or all of the Acquired Assets are directed to surrender possession of the Acquired Assets to Purchaser on the Closing Date.

35. Except for the Assumed Obligations or as expressly permitted or otherwise specifically provided for in the Sale Documents or this Order, Purchaser shall have no liability or responsibility for any liability or other obligation of Debtors arising under or related to the Acquired Assets other than for the Assumed Obligations. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the Sale Documents, to the maximum extent allowed by law, Purchaser shall not be liable for any claims against Debtors or any of its predecessors or affiliates, and Purchaser shall have no successor or vicarious liabilities of any kind or character including, but not limited to, any such liability that may be imposed by statute (e.g., under so called "bulk sale" laws) or any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger, or substantial

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continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to Debtors or any obligations of Debtors arising prior to the Closing, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to the Closing.

36. Under no circumstances shall Purchaser be deemed a successor of or to Debtors for any Interests (other than the Assumed Obligations) against or in Debtors or the Acquired Assets of any kind or nature whatsoever other than as provided for in the Sale Agreement, the Agency Agreement or this Order. Except as otherwise provided in the Sale Agreement, the Agency Agreement or this Order, the sale, transfer, assignment and delivery of the Acquired Assets shall not be subject to any Interests, other than the Assumed Obligations, and the Excluded Liabilities shall remain with, and continue to be obligations of, Debtors (subject to any and all rights and defenses of Debtors with respect thereto, as debtor in possession under the Bankruptcy Code or otherwise). Except as otherwise provided in the Sale Agreement, the Agency Agreement or this Order, all persons holding Interests against or in the Acquired Assets of any kind or nature whatsoever other than the Assumed Obligations shall be, and are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Interests of any kind or nature whatsoever against Purchaser, its property, its successors and assigns, or the Acquired Assets, as an alleged successor or otherwise, with respect to any Interest of any kind or nature whatsoever such person or entity had, has, or

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may have against Debtors, their estates or the Acquired Assets. Following the Closing, no holder of an interest in Debtors other than the Assumed Obligations shall interfere with Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to such interest, or any actions that Debtors may take in its Chapter 11 case.

37. The Bankruptcy Court retains jurisdiction to enforce and implement the terms and provisions of the Sale Documents, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) subject to the terms and conditions of the Sale Documents, compel delivery of the Acquired Assets to Purchaser or performance of other obligations of Debtors under the Sale Agreement, (b) compel delivery of the purchase price by Purchaser or performance of other obligations of Purchaser contained in the Sale Documents, including (without limitation) the timely payment of the Assumed Obligations, owed to Debtors or to other parties pursuant to the Sale Documents, (c) determine and compel delivery or return of the Deposit to Purchaser or Debtor as provided in the Sale Agreement, (d) resolve any disputes arising under or related to the Sale Documents, except as otherwise provided therein, (e) interpret, implement, and enforce the provisions of this Order, and (f) protect Purchaser against (i) any of the Excluded Liabilities or (ii) any interests in the Acquired Assets (other than the Assumed Obligations), of any kind or nature whatsoever, attaching to the proceeds of the sale; provided, however, that in the event the Bankruptcy Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the Sale Documents or this

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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.

38. The Transactions contemplated by the Sale Documents are undertaken by 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 the authorization provided herein to consummate the sale shall not affect the validity of the sale of the Acquired Assets to Purchaser (including the assumption, assignment, and sale of any of the Assigned Leases), unless such authorization is duly stayed pending such appeal. Purchaser is a purchaser in good faith of the Acquired Assets and is entitled to all of the protections afforded by Section 363(m) of the Bankruptcy Code.

39. The terms and provisions of the Sale Documents and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, their creditors and their respective shareholders, members, partners, affiliates, successors and assigns; Purchaser, and its respective shareholders, members, partners, affiliates, successors, and assigns; and any affected third parties, including, but not limited to, all persons asserting an interest in the Acquired Assets to be sold to Purchaser pursuant to the Sale Agreement, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise shall be binding.

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40. On or before July 12, 2007, the Debtors shall pay Storis, Inc. ("Storis") \$46,684.13, which amount shall constitute full payment for post-petition software and supporting services to be provided pursuant to the Software License and Services Agreement dated September 26, 2003 (the "Storis Agreement") as follows: (i) \$23,511.91 pursuant to invoice # 0171176 for the period July 1, 2007 through June 30, 2008; and (ii) \$23,172.22 pursuant to invoice # 0370840 for the period July 1, 2007 through September 30, 2007. The payment of the foregoing amounts is without prejudice to the Debtors' rights to seek a refund from Storis if the Debtors reject the Storis Agreement prior to expiration of the applicable dates set forth above.

41. All equipment in the Debtors' possession that is subject to a lease with De Lage Landen Financial Services, Inc. is not being purchased by Purchaser as part of the Sale.

42. All valid rights and claims asserted by Consolidated Bedding and ES Kluff & Co. t/a Aire Loom Bedding under Sections 546 (c)(1), 503 (b)(9) and applicable state law with respect to their goods subject to reclamation are reserved and such rights and claims shall not attach to their goods, but shall attach only to the proceeds received by the Debtors pursuant (i) to the Sale Documents and/or (ii) that certain agency agreement entered into between the Debtors and Hilco Merchant Resources, LLC approved by order of this Court entered May 11, 2007. All rights, claims and defenses of the Debtors, the Bank, and the Committee with respect to such claims are expressly reserved.

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43. Pursuant to and consistent with Section 13.10 of the APA, Purchaser has designated Sleepy's, LLC to take title to the Acquired Assets set forth at Section 2.1(a), (c), (d), (e), (f) and (h) of the APA, which includes the Assigned Leases and Intellectual Property Rights, all of which shall be transferred and conveyed to Sleepy's, LLC by Debtors at the Closing, and, all references herein to Purchaser with respect to such Acquired Assets shall apply to Sleepy's, LLC.

44. The failure specifically to include any particular provisions of the Sale Documents in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Bankruptcy Court that the Sale Documents be authorized and approved in their entirety.

45. The transfer of the Acquired Assets pursuant to the Sale Agreement is a transfer pursuant to Section 1146(c) of the Bankruptcy Code, and accordingly, the transfer of the Acquired Assets (including, without limitation, personal property) to Purchaser does not and will not subject Debtors or Purchaser, their respective affiliates, or designees to any liability for any documentary, transfer, stamp, sales, use, or similar tax, to the fullest extent permitted by Section 1146(c) of the Bankruptcy Code. Each and every federal, state, and local government agency or department is directed to accept any and all documents and instruments necessary and appropriate to consummate the transfer of any of the Acquired Assets, all without imposition or payment of any documentary, stamp, transfer, sales, use or similar tax.

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46. Time is of the essence in closing the Transactions. Accordingly, the stay of orders authorizing the (i) use, sale, or lease of property as provided for in Bankruptcy Rule 6004(g) and (ii) assignment of an executory contract or unexpired lease as provided for in Bankruptcy Rule 6006(d), shall not apply to this Order, and this Order is immediately effective and enforceable.

47. This Order and the Store Closing Order collectively constitute the Bankruptcy Court's approval of the Transactions. Because the Transactions are integrated, this Order and Store Closing Order are not divisible and may not be appealed separately. The Bankruptcy Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

48. Within two (2) days of the entry of this Order, Debtors' counsel or counsel for the Purchaser as determined among them, shall serve a copy of this Order upon (i) the parties listed on the Core Service List; (ii) all persons or entities that filed an appearance in the Bankruptcy Case; (iii) the state attorneys general for states where the Stores and Warehouse are located; (iv) each third-party known to Debtors that asserts a lien in any of the Merchandise or FF&E; (v) Debtors' landlords for each of the Assigned Leases; (vi) the county consumer protection agency, if any, for each county where a Designated Liquidation Location is located; (vii) the division of consumer protection, if any, for each state where a Designated Liquidation Location is located; (viii) the relevant taxing authorities and agencies.

EXHIBIT A

Exhibit B

Real Property Leases

	Store #	City	STATE	Designated Liquidation Location
1	1	Rockaway - RTE 46	NJ	*
2	2	Wayne	NJ	*
3	7	Chester	NJ	*
4	9	Livingston	NJ	*
5	12	Nanuet	NY	*
6	14	Ledgewood	NJ	*
7	15	Newton	NJ	*
8	20	Poughkeepsie	NY	*
9	21	Kingston	NY	*
10	23	Springfield	NJ	*
11	24	Jersey City	NJ	*
12	27	Paramus - Rts 4	NJ	*
13	28	Garnet	NY	* * *
14	29	Easton	PA	*
15	30	Allentown - McArthur Rd	PA	*
16	31	Streetsburg	PA	* * *
17	39	Wayne - Hamburg Tpke	NJ	* * *
18	48	Deptford	NJ	*
19	55	MT Laurel	NJ	*
20	58	Somerville	NJ	*
21	62	Freehold	NJ	*
22	65	Wilmington	DE	*
23	67	Lawrenceville	NJ	*
24	68	Clifton - RTE 46	NJ	*
25	70	Morris Plains	NJ	*
26	71	Union City	NJ	*
27	74	Manahawkin	NJ	*
28	76	Hamilton	NJ	*
29	80	Vails Gate	NY	*
30	84	Dover	DE	*
31	86	Closter	NJ	*
32	87	Ramsey	NJ	*
33	89	Reading 1	PA	*
34	90	Staten Island I - Richmond Ave	NY	*
35	91	East Windsor	NJ	*

36	92	Staten Island 2 - Forest Ave	NY
37	93	White Plains	NY
38	98	Yonkers 1	NY
39	99	Yonkers 2	NY
40	101	Babylon	NY
41	104	East Meadow	NY
42	105	Bronx - Bruckner	NY
43	106	Belt Haven	PA
44	109	Montclair	NJ
45	112	Yorkdown Heights	NY
46	113	Westwood	NJ
47	114	Valley Stream	NY
48	115	Farmingdale	NY
49	117	West Hempstead	NY
50	120	Middle Village	NY
51	126	Massapequa	NY
52	131	Carle Place	NY
53	132	Audobon	PA
54	136	Gloucester	NJ
55	138	Bronx - Coop City	NY
56	139	Oceanside	NY
57	140	Menlo Park	NJ
58	141	Cinnaminson	NJ
59	143	Doylestown	PA
60	144	Springfield Gardens	NY
61	145	Edgewater	NJ
62	146	East Setauket/Pt Jeff	NY
63	151	Brooklyn - Flatbush Ave	NY
64	157	Pottstown	PA
65	160	Norwalk - Route 7	CT
66	162	Bayside Flushing	NY
67	164	Seaford	DE
68	165	Crofton	MD
69	166	Klineken	NJ
70	167	Ferwick Island	DE
71	169	Rehoboth beach	DE
72	172	Linden	NJ
73	173	Danbury - Federal Rd	CT
74	174	Bel-Air	MD
75	175	Elmhurst	NY
76	176	Watchung	NJ
77	181	Plainview	NY
78	183	Middletown	NY

79	186	East Brunswick 2	NJ
80	187	Manhattan - Harlem	NY
81	188	Paramus - Rte 17	NJ
82	189	Timonium	MD
83	190	Eatonstown	NJ
84	191	Central Valley - Woodbury	NY
85	192	Manhattan - 86th St	NY
86	194	Fairfield	CT
87	196	Hillsborough	NJ
88	197	River Head	NY
89	199	New York - Third Ave	NY
90	199	Manhattan - Chelsea	NY
91	200	Rockaway - Simon Prop	NJ
92	201	Smithtown	NY
93	202	Hicksville	NY
94	204	Norwalk - Westport Ave	CT
95	205	Toms river - Hooper Ave	NJ
96	207	Brooklyn - Atlantic Terminal	NY
97	208	West Islip	NY
98	209	Trenton	PA
99	211	York	PA
100	213	Lake Grove	NY
101	216	Frederick	MD
102	217	Alexandria	VA
103	218	Gaithersburg	MD
104	219	Fredericksburg	VA
105	220	Prince William	VA
106	221	Westminster	MD
107	222	Annapolis	MD
108	224	Marton	NJ
109	225	Philadelphia - Snyder	PA
110	227	Salisbury	MD
111	229	Laural	MD
112	230	Brooklyn - Kings Plaza	NY
113	231	West Paterson	NJ
114	233	Tysons corner	VA
115	234	Shrewsbury	PA
116	236	Carrollsville	MD
117	237	Hagerstown	MD
118	238	Brooklyn - Bayridge	NY
119	239	Newark (BEAR)	DE
120	240	Clifton - RTE 3	NJ
121	242	Central Islip	NY

122	244	Towson - Parkville	MD
123	245	Gainesville	VA
124	247	Bowie	MD
125	248	Bricktown	NJ *
126	249	Lansdale	PA
127	250	Flemington	NJ *
128	251	Southampton	NY
129	252	Waldorf	MD
130	253	Woodbridge	NJ *
131	254	Sterling	VA
132	255	Greenbrook	NJ
133	256	Herndon - Woodbridge	VA
134	257	Danbury - Backus Ave	CT
135	259	Ocean City	MD
136	261	Edgewater	MD
137	262	Brooklyn - Fulton Street	NY
138	264	Kendall Park	NJ *
139	265	Camden - Wyoming	DE
140	266	East Rutherford	NJ
141	267	Quakertown 2	PA
142	268	Garden City	NY
143	274	Lodi	NJ
144		Randolph- Warehouse	*