

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bankruptcy Court Order releasing all liens, including the security interest recorded at Reel/Frame 2589/0074		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TransAmerica Business Capital Corporation		07/23/2004	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Appliance Controls Group, Inc.		
Street Address:	84 North Dugan Road		
City:	Sugar Grove		
State/Country:	ILLINOIS		
Postal Code:	60554		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1029245	KOOL-LITE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3128628738		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Michelle Nowicki		
Address Line 1:	300 N. LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	18045-4 MN		
NAME OF SUBMITTER:	Michelle Nowicki		
SIGNATURE:	/Michelle Nowicki/		
DATE SIGNED:	06/24/2016		
Total Attachments: 18			
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UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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In re: : Chapter I 1

APPLIANCE CONTROLS GROUP HOLDINGS, INC. : Case No. 04-14517
APPLIANCE CONTROLS GROUP, INC., : (Jointly Administered)

Debtors. : Hon. A. Benjamin Goldgar

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**AMENDED ORDER UNDER 11 U.S.C. §§ 105, 363, 365 AND 1146(c)
AND FED. R. BANKR. P. 6004 AND 6006 (A) APPROVING AGREEMENT
OF PURCHASE AND SALE WITH PURCHASER,
(B) AUTHORIZING SALE OF ASSETS AND
ASSUMPTION AND ASSIGNMENT OF ASSUMED EXECUTORY
CONTRACTS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES
AND INTERESTS, AND (C) GRANTING RELATED RELIEF**

This matter having come before the Court upon the Motion to Authorize Sale of Assets Pursuant to Section 363 of the Bankruptcy Code of the above-captioned Debtors in these jointly administered Chapter I 1 cases (together, the "Debtor"), dated June 21, 2004 (the "Motion"), for an Order under sections 105, 363, 365 and 1146(c) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), and Rule 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") (i) approving the Asset Purchase Agreement dated as of July 19, 2004 (as amended from time to time, the "Sale Agreement")¹ for the sale (the "Asset Sale") of certain real property, appurtenances, and improvements (if any) and personal property and contracts (as more particularly described in the Sale Agreement, the "Assets") of the Debtor to

¹ Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Motion or the Sale Agreement. In the event of any conflict in the meanings of defined terms, the definitions contained in the Sale Agreement shall control.

Burner Systems International, Inc., or its designee (the "Purchaser"); (ii) authorizing the sale of the Assets free and clear of all liens, claims, encumbrances and interests; by separate motion or motions filed by the Debtor, authorizing the assumption and assignment of certain executory contracts and unexpired leases (collectively, the "Contracts"); granting related relief; and a hearing having been held on July 19, 2004 (the "Sale Hearing"), at which time all interested parties were offered an opportunity to be heard with respect to the Asset Sale and the identification of the Purchaser; and the Court having considered (i) the Motion, (ii) any competing bids and objections to the Motion, and (iii) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors and other parties in interest, is not opposed by the Official Committee of Unsecured Creditors of the Debtors (the "Creditors' Committee") and is approved under section 363(f) of the Bankruptcy Code by Hilco Capital, L.P. and Fortress Credit Corp., the secured lenders to the Debtor (the "Secured Lenders"); and any and all objections having been resolved or overruled by the Court and upon the record of the Sale Hearing; and after due deliberation thereon and good cause appearing therefor:

IT IS HEREBY FOUND AND DETERMINED THAT:²

A. The Court has jurisdiction over the Motion 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). Venue of this case and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P 7052.

B. The statutory predicates for the relief sought in the Motion are sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 6004 and 6006.

C. As evidenced by the affidavits of service filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing and the Asset Sale has been provided in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006, to all creditors and interested parties in the Debtor' above-captioned chapter 11 case, (ii) such notice was good and sufficient and appropriate under the particular circumstances, and (iii) no other or further notice of the Asset Sale, the Motion, or the Sale Hearing is required.

D. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including (i) the Office of the United States Trustee for the Northern District of Illinois; (ii) counsel for the Purchaser; (iii) counsel for the Secured Lenders; (iv) all entities known to have expressed an interest in a transaction with respect to the Assets during the six (6) months prior to the date of the Motion; (v) all entities known to have an Interest (as defined below) in the Assets; (vi) all federal, state, and local regulatory or taxing authorities or recording offices which have a known interest in the relief requested by the Motion; (vii) all parties to the Contracts; (viii) the United States Attorney's office; (ix) the Internal Revenue Service; (x) the Environmental Protection Agency; (xi) all creditors and other parties in interest; and

(xii) all other entities that have filed requests for notices in the Debtor's chapter 11 cases pursuant to Bankruptcy Rule 2002.

E. The Debtor has full power and authority to consummate the transactions contemplated by the Sale Agreement. No consents or approvals, other than those expressly provided for in the Sale Agreement, are required for the Debtor to consummate such transactions.

F. Approval of the Sale Agreement and consummation of the transactions contemplated therein (the "Transactions") at this time are in the best interests of the Debtor's estate and their respective creditors.

G. The Debtor has demonstrated (i) a good, sufficient, and sound business purpose and justification and (ii) compelling circumstances for the Transactions pursuant to section 363(b) of the Bankruptcy Code.

H. The Sale Agreement was negotiated, proposed and entered into by and between the Purchaser and the Debtor at arms' length, without collusion and in good faith, and with the approval of the Secured Lenders. The Purchaser is a good faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. Neither the Purchaser nor the Debtor have engaged in any conduct that would cause or permit the Sale Agreement to be avoided under section 363(n) of the Bankruptcy Code.

I. There is no need for a stay of this Order under Bankruptcy Rule 6004(g) as the Purchaser is acting in good faith within the meaning of section 363(m) of the Bankruptcy Code, and there is no need to delay closing the

Transactions contemplated under the Sale Agreement at any time after the entry of this Order.

J. The Sale Agreement is the highest and best offer for the Assets and will provide a greater recovery for the Debtor's estate than would be provided by any other practical, available alternative.

K. The consideration provided by the Purchaser for the Assets pursuant to the Sale Agreement constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and applicable non-bankruptcy law.

L. The transfer of the Assets to the Purchaser pursuant to the Sale Agreement will be a legal, valid, and effective transfer of the Assets, and vests or will vest the Purchaser with all right, title, and interest of the Debtor to the Assets free and clear of

- (i) any mortgages, security interests, conditional sales or other title retention agreements, pledges, liens, claims, judgments, demands, encumbrances (including, without limitation, claims, and encumbrances (i) that purport to give to any party a right or option to effect any forfeiture, modification or termination of the Debtor's or the Purchaser's interests in the Assets or (ii) in respect of taxes, easements, restrictions, rights of first refusal, charges or interests of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership) (collectively, the "Interests"), and
- (ii) debts arising under, relating to, or in connection with any acts of the Debtor, claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guaranties, options, rights, contractual commitments, restrictions, interests and matters of any kind and nature, whether arising prior to or subsequent to the commencement of this case, and whether imposed by agreement, understanding, law, equity or otherwise (including, without limitation, claims and encumbrances (i) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of

any of the Debtor's or the Purchaser's interests in the Assets, or any similar rights, or (ii) in respect of taxes) (collectively, "Claims").

With the exception of those Claims and Interests expressly assumed in connection with the Sale Agreement (including, without limitation, the Assumed Liabilities), any such non-assumed Claims and Interests to attach to the Debtor's interest in the proceeds of the Asset Sale (the "Sale Proceeds") in order of priority.

M. The Debtor may sell the Assets free and clear of all Interests 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. Those holders of Interests who did not object, or who withdrew their objections, to the Motion are deemed to have consented pursuant to section 363(1)(2) of the Bankruptcy Code. The Secured Lenders have consented to the relief sought. Any holders of Interests that may object are adequately protected by having their Interests, if any, attach to the Sale Proceeds.

N. The Debtor has demonstrated that it is an exercise of its sound business judgment to assume and assign the Contracts in connection with the consummation of the Asset Sale, and the assumption and assignment of the Contracts under section 365 of the Bankruptcy Code is in the best interests of the Debtor's estate and its creditors.

O. The Debtor and the Purchaser have (i) provided adequate assurance of cure of any default existing prior to the date hereof under any of the Contracts within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, and (ii) provided compensation or adequate assurance of compensation to any party to such contracts or leases for any actual pecuniary loss to such party resulting from a

default prior to the date hereof under any of the Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code (the "Cure Amounts").

P. As is more fully set forth in the Sale Agreement, the sale to the Purchaser of the Assets is conditioned upon the Seller's filing and prosecuting diligently a motion or motions with the Court for the assignment and assumption of the Contracts effective upon the Closing of the sale to Purchaser.

Q. On or before the Closing, (i) the Purchaser will pay all Cure Amounts not in excess of \$132,000, and (ii) the Debtor will pay all Cure Amounts in excess of \$132,000.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED,
AND DECREED THAT:

General Provisions

1. The Motion be, and hereby is, GRANTED.
2. All objections to the Motion or the relief requested thereby that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits.

Approval of Sale Agreement

3. The Sale Agreement (including all of the related documents, exhibits, schedules, lists and agreements) and the transactions contemplated thereby be, and hereby are, approved in all respects.
4. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor is authorized and directed to execute, deliver and consummate the Asset Sale, pursuant to and in accordance with

the terms and conditions of the Sale Agreement and the instruments and agreements contemplated thereby.

5. The Debtor is empowered to perform under, consummate and implement, the Sale Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Sale Agreement, and to take all further actions as may reasonably be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser, or reducing to possession, the Assets, or as may be necessary or appropriate, to the performance of the obligations as contemplated by the Sale Agreement.

Transfer of Assets

6. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Assets shall be transferred to the Purchaser upon consummation of the Sale Agreement, and such transfer shall be, free and clear of (a) all Interests, and (b) all Claims, with the exception of those Claims and Interests expressly assumed in connection with the Sale Agreement (including, without limitation, the Assumed Liabilities), with all such non-assumed Interests and Claims to attach to the Debtor's interest in the Sale Proceeds in the order of their priority, with the same validity, force and effect which they now have as against the Assets, subject to any claims and defenses the Debtor may possess with respect thereto.

7. Except as expressly permitted by the Sale Agreement, all persons and entities holding Interests or Claims of any kind and nature with respect to the Assets, and their successors or assigns, are hereby enjoined from asserting, prosecuting or otherwise pursuing such Interests and Claims of any kind and nature against the Purchaser, its successors or assigns, or the Assets.

8. The Secured Lenders and their successors or assigns are deemed to consent to the Sale Agreement pursuant to section 363(f) of the Bankruptcy Code and all of their Claims and Interests shall attach to the Sale Proceeds at Closing.

9. Purchaser is not a successor to Debtor or the Business and shall not incur any liability as such successor, nor shall Purchaser otherwise be liable for any of the non-assumed Interests and Claims, and each holder of any of the non-assumed Interests and Claims is hereby permanently enjoined from commencing, continuing or otherwise pursuing or enforcing any remedy or claim, cause of action or encumbrance against Purchaser related thereto.

**Assumption and Assignment to Purchaser of
Assumed Contracts and Assumed Leases**

10. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the closing of the Asset Sale, the Debtor's assumption and assignment to the Purchaser of the Contracts is hereby approved, and the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

11. The Debtor is hereby authorized and directed in accordance with sections 105(a) and 365 of the Bankruptcy Code, to (a) assume and assign to the Purchaser or its designee(s), effective upon the Closing of the Asset Sale, the Contracts free and clear of all Claims and Interests, except those Claims and Interests expressly assumed pursuant to the Sale Agreement (including, without limitation, the Assumed Liabilities); (b) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Contracts to the Purchaser; and (c) make immaterial modifications to the Sale Agreement prior to the Closing of the Asset Sale.

12. The Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any

provision in any such Contract (including those described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Debtor and its estate shall be relieved from any further liability for any breach of such Contracts occurring after such assumption and assignment. The Purchaser shall enjoy all of the rights and benefits under each such Contract without the necessity of obtaining each respective non-Debtor party's written consent to the Debtor's assumption and assignment thereof.

13. The Cure Amounts shall be paid to the counterparties to the Contracts as a condition to assumption and assignment thereof pursuant to Bankruptcy Code § 365, as set forth in Exhibit A, which payments shall be in full and final satisfaction of all obligations and as full compensation to the counterparties for any pecuniary losses under such Contracts pursuant to Bankruptcy Code § 365(b)(1). Purchaser shall pay all Cure Amounts not in excess of \$132,000, and the Debtor is hereby ordered to pay all Cure Amounts in excess of \$132,000. The distribution of the Cure Amounts to the counterparties shall be made as soon as practicable; provided, however, that if there is a dispute concerning any proposed Cure Amounts, payment shall be made to the respective contract or lease counterparty only after resolution of such dispute, by this Court or otherwise.

14. Each non-Debtor party to a Contract hereby is forever barred, estopped, and permanently enjoined from asserting against the Purchaser, or its property, any default or breach under any Contract, any claim of lack of consent or any other condition to assignment thereof, or any counterclaim, defense, setoff, right of recoupment or any other claim asserted or assertable against the Debtor, arising under or related to the Contracts and existing as of the Closing Date or arising by reason of the Asset Sale.

Additional Provisions

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

16. The consideration provided by the Purchaser for the Assets under the Sale Agreement is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

17. On the Closing Date, this Order will be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Assets or a bill of sale transferring good and marketable title in such Assets to the Purchaser. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Sale Agreement.

18. On the Closing Date, each of the Debtor's creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its Interests in or Claims against the Assets, if any, as may have been recorded or may otherwise exist.

19. Any amounts payable by the Debtor to the Purchaser pursuant to the Sale Agreement or any transactions contemplated thereby (including, without limitation, the Escrow Fund) shall (a) constitute administrative priority expenses of the Debtor's estate pursuant to sections 503(b) and 507(a)(1) of the Bankruptcy Code and (b) be paid by the Debtor in the time and manner provided in the Sale Agreement without further order of this Court.

20. This Order (a) is and shall be effective as a determination that, subject to those Claims and Interests expressly assumed in connection with the Sale Agreement (including, without limitation, the Assumed Liabilities), on the Closing Date, all Interests and Claims of any kind or nature whatsoever existing as to the Debtor or the Property prior to the Closing Date have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities, including without limitation all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, 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 Assets.

21. Any provision limiting the assignment of any Contract shall be null, void and of no force and effect in connection with the assignment to the Purchaser.

22. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, registrations or other documents or agreements evidencing Claims against or Interests in the Assets shall not have delivered to the Debtor prior to the Closing Date, in proper form for filing or registration and executed by the appropriate parties, termination statements, instruments of satisfaction, and/or releases of all Claims or Interests which such person or entity has with respect to the Assets, each of the Debtor and the Purchaser is hereby authorized and directed to execute and file or register such statements, instruments, releases, registrations and other documents on behalf of the person or entity with respect to the Assets.

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

24. Any depository institution maintaining the Bank Account is hereby directed to transfer all cash in such account to the Purchaser on a daily basis as Purchaser directs. The term "Bank Account" as used herein shall have the same meaning as ascribed to that term in Article II, Section 2.1 of the Sale Agreement, and is defined therein as the bank account listed on Schedule 2.1(n) to the Sale Agreement but excluding any cash held therein prior to the Closing Date.

25. The Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtor arising under or related to the Assets other than for the Purchase Price and the Assumed Liabilities.

26. Other than the Assumed Liabilities, the sale, transfer, assignment and delivery of the Assets shall not be subject to any Interests or Claims, and Interests or Claims of any kind or nature whatsoever shall remain with, and continue to be obligations of, the Debtor. All persons holding Interests in or Claims against the Debtor or the Assets of any kind or nature whatsoever (other than persons holding Assumed Liabilities) shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Interests or Claims of any kind or nature whatsoever against the Purchaser, its property, its successors and assigns, its affiliates or the Assets, with respect to any Interest or Claims of any kind or nature whatsoever such person or entity had, has, or may have against or in the Debtor, its estate, or the Assets. Following the Closing Date, no holder of an Interest in or Claim (other than holders of Assumed Liabilities) against the Debtor shall interfere with the Purchaser's title to or

use and enjoyment of the Assets based on or related to such Interests or Claims and all such Claims and Interests, if any, shall be and hereby are channeled, transferred and attached solely and exclusively to the Sale Proceeds. All persons who hold any interests in the Debtor are forever barred, estopped and permanently enjoined from asserting or prosecuting any claims or causes of action against the Debtor or its affiliates, or any of their respective officers, directors, employees, attorneys or advisors, arising out of or in connection with the Asset Sale.

27. Nothing contained in any Chapter 11 plan confirmed in these cases or the order of confirmation confirming any such plan shall conflict with or derogate from the provisions of the Sale Agreement or the terms of this Order.

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

29. The Purchaser shall be entitled, in its capacity as good faith purchaser, to have representatives, agents, or employees present at the Debtors' business from the date of this Order through the date of Closing to ensure the preservation of all assets subject to the Sale Agreement and otherwise ensure that the Transactions contemplated under the Sale Agreement are fully consummated, and shall not by virtue of such presence be deemed to have acted by or on behalf of

the Debtor or in any other capacity assumed any obligations, duties, liabilities of any kind whatsoever of the Debtor.

30. The terms and provisions of the Sale Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtor, their respective estates, and their respective creditors and interest holders, the Purchaser, and its affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting a Claim against or Interest in the Assets to be sold to the Purchaser pursuant to the Sale Agreement.

31. The failure specifically to include or to reference any particular provision of the Sale Agreement in this Order shall not diminish or impair the effectiveness of such provision.

32. Nothing contained in any order of any type or kind entered in these chapter 11 cases, or any related proceeding, subsequent to entry of this Order, shall conflict with or derogate from the provisions of the terms of this Order.

33. The Sale Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by the parties thereto, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement is not material.

34. This Court retains jurisdiction to:

- (a) Interpret, implement and enforce the terms and provisions of this Order and the terms of the Sale Agreement, all amendments thereto and any waivers and consents thereunder and of each of the agreements executed in connection therewith;
- (b) Compel delivery of the Assets to the Purchaser;

- (c) Resolve any disputes arising under or related to the Asset Sale to the Purchaser, including, without limitation, resolving Cure Amounts owing to counterparties to the Contracts; and
- (d) Adjudicate all issues concerning alleged liens and other Claims and any other alleged Interests in and to the Assets or the Sale Proceeds, including the extent, validity, enforceability, priority and nature of all such alleged liens and other Claims and any other alleged interests relating to the Sale Proceeds.

35. Notwithstanding Bankruptcy Rules 6004(g), 6006(d) and 7062, this Order shall be effective and enforceable immediately upon entry. The Court expressly finds that there is no reason for delay in the implementation of this Order.

36. Except as set forth in paragraph 36 hereof, the Purchase Price shall be paid to the Secured Lenders or their designees, for application against the Secured Lenders' claims against the Debtor, pursuant to wire transfer instructions to be provided at the Closing.

37. For the reasons set forth on the record at the Sale Hearing, the Debtor shall pay, from the proceeds of the Asset Sale, \$50,000 to Wolverine Metal Stamping, Inc. ("Wolverine") to resolve any disputes raised in its Limited Objection to the Sale Motion, which amount shall be in full and final satisfaction of any prepetition secured claims which Wolverine could assert against the Debtor or its estate arising prior to the Closing. Notwithstanding anything contained in this paragraph to the contrary, Wolverine may file an unsecured proof of claim against the Debtor in the amount of \$108,038.35.

38. Notwithstanding other provisions in this Order, the Oberlin Filter System (as defined below) shall be transferred and conveyed to Purchaser subject to the GECC Liens (as

defined below) and Purchaser shall assume and be responsible for all outstanding obligations evidenced by the GECC Note and GECC Security Agreement (as defined below) pursuant to a Transfer and Assumption Agreement by and between Purchaser and GECC.

39. The Assets include a 2003 Oberlin Water Pressure Filter System, mode #OPF-36, serial #091SD (the "Oberlin Filter System"), located at 7463 Bonnyshire Drive Chattanooga, Tennessee. The Oberlin Filter System, together with all additions, attachments, accessories and proceeds, are secured by a valid and perfected first in priority security interest and lien (the "GECC Liens") held by General Electric Capital Corporation ("GECC"). The GECC Liens secure obligations owing from the Debtor as evidenced by (i) a Promissory Note (the "GECC Note") dated October 8, 2003 in the original principal amount of \$273,875; and (ii) a Master Security Agreement (the "GECC Security Agreement") dated October 9, 2003.

40. All of the Debtor's rights (but not their obligations) under the Sale Agreement and the Related Agreements (as defined in the Sale Agreement) are assigned to the Secured Lenders. Accordingly, notwithstanding anything to the contrary contained in the Sale Agreement or Related Agreements, the Secured Lenders may (but shall not be obligated to) exercise the rights and remedies of the Debtor under the Sale Agreement and Related Agreements (whether in its own name or the name of the Debtor) including, without limitation, the right to receive and collect any unpaid Purchase Price and other amounts due to the Debtor under the Sale Agreement and Related Agreement and apply all such amounts on account of any and all obligations due the Secured Lenders by the Debtor in accordance with the terms of (a) that certain Post-Petition Loan and Security Agreement, and (b) that certain Agreed Final Order Authorizing the Debtors to Enter into Postpetition Financing Agreement and Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 362 and 364 of the Bankruptcy Code and Granting Liens, Security Interests and

Superpriority Claims (the "DIP Financing Order"). The Secured Lenders shall not have any obligation or liability under the Sale Agreement or Related Agreements by reason of such assignment or exercise of rights, nor shall they be obligated to perform any of the obligations or duties of the Debtor thereunder. In furtherance thereof, Agent (as that term is defined in the DIP Financing Order) and its designees are appointed as Debtor's true and lawful attorney (and agent-in-fact) for the limited purpose of enabling Agent or its agents to assert any claims and demands or enforce any rights and remedies on Debtors' behalf.

Dated: Chicago, Illinois
July 23, 2004

ENTERED

ENTERED:

JUL 23 2004

Judge A. Benjamin Goldgar
United States Bankruptcy Court

Honorable A. Benjamin Goldgar
United States Bankruptcy Judge