Court File No. CV-18-597987-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF ROCKPORT BLOCKER, LLC, THE ROCKPORT GROUP HOLDINGS, LLC, TRG 1-P HOLDINGS, LLC, TRG INTERMEDIATE HOLDINGS, LLC, TRG CLASS D, LLC, THE ROCKPORT GROUP, LLC, THE ROCKPORT COMPANY, LLC, DRYDOCK FOOTWEAR, LLC, DD MANAGEMENT SERVICES LLC AND ROCKPORT CANADA ULC (THE "DEBTORS")

APPLICATION OF ROCKPORT BLOCKER, LLC, UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

MOTION RECORD
OF ROCKPORT BLOCKER, LLC
(Volume 2 of 3)
(Returnable July 20, 2018)

July 19, 2018

BORDEN LADNER GERVAIS LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C
Tel: 416-367-6266
rjaipargas@blg.com

Alex MacFarlane – LSO No. 28133Q
Tel: 416-367-6305
amacfarlane@blg.com

Evita Ferreira – LSO No. 69967K
Tel: 416-367-6708
eferreira@blg.com

Lawyers for Rockport Blocker, LLC, The Rockport Group Holdings, LLC, TRG 1-P Holdings, LLC, TRG Intermediate Holdings, LLC, TRG Class D, LLC, The Rockport Group, LLC, The Rockport Company, LLC, Drydock Footwear, LLC, DD Management Services LLC and Rockport Canada ULC

Rockport – Restructuring
Service List
(As at June 28, 2018)

TO:	**BORDEN LADNER GERVAIS LLP** Bay Adelaide Centre, East Tower 22 Adelaide Street West Toronto, ON M5H 4E3 Tel: 416-367-6000 Fax: 416-367-6749 **Roger Jaipargas** Tel: 416-367-6266 rjaipargas@blg.com **Alex MacFarlane** Tel: 416-367-6305 amacfarlane@blg.com **Evita Ferreira** Tel: 416-367-6708 eferreira@blg.com Lawyers for Rockport Blocker, LLC, The Rockport Group Holdings, LLC, TRG 1-P Holdings, LLC, TRG Intermediate Holdings, LLC, TRG Class D, LLC, The Rockport Group, LLC, The Rockport Company, LLC, Drydock Footwear, LLC, DD Management Services LLC and Rockport Canada ULC
AND TO:	**RICHARDS, LAYTON & FINGER, P.A.** One Rodney Square | 920 North King Street Wilmington, DE 19801 **Mark D. Collins** Tel: 302-651-7531 collins@rlf.com **Amanda Steele** Tel: 302-651-7838 steele@rlf.com **Brendan J. Schlauch** Tel: 302-651-7749 schlauch@rlf.com Lawyers for Rockport Blocker, LLC, The Rockport Group Holdings, LLC, TRG 1-P Holdings, LLC, TRG Intermediate Holdings, LLC, TRG Class D, LLC, The Rockport Group, LLC, The Rockport Company, LLC, Drydock Footwear, LLC, DD Management Services LLC and Rockport Canada ULC

AND TO:	**RICHTER ADVISORY GROUP INC.** 181 Bay Street | Suite 3320 Bay Wellington Tower Toronto, ON M5J 2T3 **Adam Sherman** Tel: 416-642-4836 asherman@richter.ca **Pritesh Patel** Tel: 416-642-9421 ppatel@richter.ca Information Officer
AND TO:	**STIKEMAN ELLIOTT LLP** 5300 Commerce Court West 199 Bay Street Toronto, ON M5L 1B9 Tel: 416-869-5500 Fax: 416-947-0866 **Elizabeth Pillon** Tel: 416-869-5623 lpillon@stikeman.com **Sanja Sopic** Tel: 416-869-6825 ssopic@stikeman.com Lawyers for Richter Advisory Group Inc.
AND TO:	**WOMBLE BOND DICKINSON (US) LLP** 222 Delaware Avenue | Suite 1501 Wilmington, DE 19801 **Mark Desgrosseilliers** Tel: 302-252-4359 Mark.Desgrosseilliers@wbd-us.com Lawyers for Richter Advisory Group Inc.

AND TO:	**GOWLING WLG** 1 First Canadian Place 100 King Street West | Suite 1600 Toronto, ON M5X 1G5 **E. Patrick Shea** Tel: 416-369-7399 patrick.shea@gowlingwlg.com Frank Lamie Tel: 416-862-3609 frank.lamie@gowlingwlg.com Lawyers for Charlesbank Capital Partners LLC
AND TO:	**GOODWIN PROCTER LLP** 100 Northern Avenue Boston, MA 02210 **Jon Herzog** Tel: 617-570-1109 jherzog@goodwinlaw.com **Joseph F. Bernardi, Jr.** Tel: 617-570-1351 jbernardi@goodwinlaw.com Lawyers for Charlesbank Capital Partners LLC
AND TO:	**GOODWIN PROCTER LLP** The New York Times Building 620 Eighth Avenue New York, NY 10018 **William Weintraub** Tel: 212-813-8839 wweintraub@goodwinlaw.com Lawyers for Charlesbank Capital Partners LLC
AND TO:	**PEPPER HAMILTON LLP** Hercules Plaza | Suite 5100 1313 Market Street | P.O. Box 1709 Wilmington, DE 19899-1709 **David M. Fournier** Tel: 302-777-6565 fournierd@pepperlaw.com Lawyers for Charlesbank Capital Partners LLC

AND TO:	**GOODMANS LLP** Bay Adelaide Centre, West Tower 333 Bay Street | Suite 3400 Toronto, ON M5H 2S7 **Brendan O'Neill** Tel: 416-849-6017 boneill@goodmans.ca **Joe Latham** Tel: 416-597-4211 jlatham@goodmans.ca **Dan Dedic** Tel: 416-597-4232 ddedic@goodmans.ca Lawyers for the Senior Secured Noteholders
AND TO:	**DEBEVOISE & PLIMPTON LLP** 919 Third Avenue New York, NY 10022 **My Chi To** Tel: 212-909-7425 mcto@debevoise.com **Daniel E. Stroik** Tel: 212-909-6621 destroik@debevoise.com Lawyers for the Senior Secured Noteholders
AND TO:	**PACHULSKI STANG ZIEHL & JONES LLP** 919 North Market Street | 17th Floor Wilmington, DE 19801 **Bradford J. Sandler** Tel (DE): 302-778-6424 Tel (NY): 212-561-7700 bsandler@pszjlaw.com **James E. O'Neill** Tel: 302-778-6407 joneill@pszjlaw.com Lawyers for the Senior Secured Noteholders

AND TO:	**RIEMER BRAUNSTEIN LLP** Three Center Plaza | 6th Floor Boston, MASS 02108 **Donald E. Rothman** Tel: 617-880-3556 drothman@riemerlaw.com **Lon M. Singer** Tel : 212-789-3110 lsinger@riemerlaw.com **Jaime Rachel Koff** Tel: 617-880-3471 jkoff@riemerlaw.com **Jeremy Levesque** Tel: 617-880-3513 jlevesque@riemerlaw.com Lawyers for Citizens Business Capital
AND TO:	**ASHBY & GEDDES, P.A.** 500 Delaware Avenue | 8th Floor Wilmington, DE 19801 **Gregory A. Taylor** Tel: 302-504-3710 Gtaylor@ashbygeddes.com Lawyers for Citizens Business Capital

AND TO:	**OSLER, HOSKIN & HARCOURT LLP** 1000, rue De La Gauchetière Ouest | Bureau 2100 Montréal, QC H3B 4W5 **Sandra Abitan** Tel: 514-904-5648 sabitan@osler.com **Tracy Sandler** Tel: 416-862-5890 tsandler@osler.com **Andrea Lockhart** Tel : 416-862-6829 alockhart@osler.com **Joshua Lam** Tel: 416-862-4936 jlam@osler.com Lawyers for Citizens Business Capital
AND TO:	**TORYS LLP** 79 Wellington Street West | Suite 3000 Box 270 | TD South Tower Toronto, ON M5K 1N2 **David Bish** Tel: 416-865-7353 dbish@torys.com Lawyers for The Cadillac Fairview Corporation Limited
AND TO:	**CAMELINO GALESSIERE LLP** 6 Adelaide Street East | Suite 220 Toronto, ON M5C 1H6 **Linda Galessiere** Tel: 416-306-3827 lgalessiere@cglegal.ca **Gustavo Camelino** Tel: 416-306-3834 gcamelino@cglegal.ca Lawyers for Cushman & Wakefield Asset Services Inc. (on behalf of various landlords), Ivanhoe Cambridge Inc. (on behalf of various landlords), RioCan Real Estate Investment Trust (on behalf of various landlords)

AND TO:	**MCLEAN & KERR LLP** 130 Adelaide Street West | Suite 2800 Toronto, ON M5H 3P5 **S. Michael Citak** Tel: 416-369-6619 mcitak@mcleankerr.com Lawyers for Montez Hillcrest Inc. and Hillcrest Holdings Inc., Scarborough Town Centre Holdings Inc., Oxford Properties Retail Holdings Inc. and Oxford Properties Retail Holdings II Inc., and Yorkdale Shopping Centre Holdings Inc.
AND TO:	**DEPARTMENT OF JUSTICE (CANADA)** Ontario Regional Office 120 Adelaide Street West | Suite 400 Toronto, ON M5H 1T1 **Diane Winters** Tel: 416-973-3172 diane.winters@justice.gc.ca
AND TO:	**MINISTRY OF FINANCE** Legal Services Branch College Park | 777 Bay Street | 11th Floor Toronto, ON M5G 2C8 **Kevin O'Hara, Counsel** Tel: 416-327-8463 kevin.ohara@ontario.ca
AND TO:	**ALBERTA TREASURY BOARD AND FINANCE** President of the Treasury Board, Minister of Finance Members of Executive Council - Executive Branch 323 Legislature Building 10800 | 97 Avenue Edmonton, AB T5K 2B6 **Honourable Joe Ceci, President of the Treasury Board, Minister of Finance** Tel: 780 415-4855 tbf.minister@gov.ab.ca
AND TO:	**MINISTRY OF ATTORNEY GENERAL (B.C.)** Legal Services Branch, Revenue & Taxation 400 – 1675 Douglas Street Victoria, BC V8W 9J7 **Aaron Welch** Tel: 250-356-8589 Fax: 250-387-0700 Aaron.welch@gov.bc.ca | AGLSBRevTax@gov.bc.ca

AND TO:	**MINISTRY OF FINANCE** 103 Legislative Building 450 Broadway Winnipeg, MB R3C 0V8 **Cameron Friesen, Minister of Finance** Tel: 204-945-3952 minfin@leg.gov.mb.ca
AND TO:	**FINANCE AND TREASURY BOARD** Department of Finance 6th Floor, Joseph Howe Building 1690 Hollis Street | P.O. Box 7 Halifax, NS B3J 3J9 **Pamela Branton, Senior Solicitor Legal Services Division** Tel: 902-424-7244 Pamela.Branton@novascotia.ca
AND TO:	**DEPARTMENT OF FINANCE** 2nd Floor South, Shaw Building 95 Rochford Street | P.O. Box 2000 Charlottetown, PE C1A 7N8 **Honourable J. Heath MacDonald, Minister of Finance** Tel: 902-368-4050 hmacdonald@gov.pe.ca
AND TO:	**MINISTÈRE DES FINANCES DU QUÉBEC** 12 rue Saint-Louis Québec City, QC G1R 5L3 **Carlos J. Leitão, Minister of Finance** Tel: 418-528-9323 ministre@finances.gouv.qc.ca

Email Service List

RJaipargas@blg.com; AMacfarlane@blg.com; EFerreira@blg.com; collins@rlf.com; steele@rlf.com; schlauch@rlf.com; asherman@richter.ca; PPatel@Richter.ca; lpillon@stikeman.com; ssopic@stikeman.com; Mark.Desgrosseilliers@wbd-us.com; patrick.shea@gowlingwlg.com; frank.lamie@gowlingwlg.com; jherzog@goodwinlaw.com; jbernardi@goodwinlaw.com; wweintraub@goodwinlaw.com; fournierd@pepperlaw.com; boneill@goodmans.ca; jlatham@goodmans.ca; ddedic@goodmans.ca; mcto@debevoise.com; destroik@debevoise.com; bsandler@pszjlaw.com; joneill@pszjlaw.com; drothman@riemerlaw.com; lsinger@riemerlaw.com; jkoff@riemerlaw.com; jlevesque@riemerlaw.com; GTaylor@ashbygeddes.com; sabitan@osler.com; tsandler@osler.com; alockhart@osler.com; jlam@osler.com; dbish@torys.com; gcamelino@cglegal.ca; lgalessiere@cglegal.ca; mcitak@mcleankerr.com; diane.winters@justice.gc.ca; kevin.ohara@ontario.ca; tbf.minister@gov.ab.ca; Aaron.Welch@gov.bc.ca; AGLSBRevTax@gov.bc.ca; minfin@leg.gov.mb.ca; Pamela.Branton@novascotia.ca; hmacdonald@gov.pe.ca; ministre@finances.gouv.qc.ca

Courier Service List

AND TO:	**ADIDAS CANADA LIMITED** 8100 Highway 27 Woodbridge, ON L4H 3N2 **Attn: Chief Financial Officer**
AND TO:	**ALBERTA ULC** 400 Sauvé Street West Montreal, QC H3L 1Z8
AND TO:	**COMINAR ON REAL ESTATE HOLDINGS, INC.** Complexe Jules – Dallaire 2820 Laurier Boulevard | Suite 850 Québec, QC G1V 0C1 Tel: 418-681-8151 T.F: 1-866-266-4627 Fax: 416-681-2946
AND TO:	**GROSVENOR CANADA LIMITED** 1040 West Georgia Street | 20th Floor Vancouver, BC V6E 4H1
AND TO:	**MANAGEMENT OFFICE FOR THE PROJECT** 200 Bay Street | Suite 900 Toronto, ON M5J 2J2 **Attn: General Manager**
AND TO:	**RIOCAN MANAGEMENT, INC.** 700 Lawrence Avenue West | Suite 315 Woodbridge, ON L4H 3N2
AND TO:	**RIOCAN MANAGEMENT INC.** c/o RioCan Real Estate Investment Trust 2300 Yonge Street | Suite 500 | PO Box 2386 Toronto, ON M4P 1E4
AND TO:	**T.E.C. LEASEHOLDS LIMITED** 20 Queen Street West Toronto, ON M5H 3R4 **Attn: Executive Vice-President, National Property Operations**
AND TO:	**LE CARREFOUR LAVAL LEASEHOLDS** 20 Queen Street West Toronto, ON M5H 3R4 **Attn: Executive Vice-President, National Property Operations**
AND TO:	**HALTON HILLS SHOPPING CENTRE PARTNERSHIP** 105 Eisenhower Parkway Roseland, NJ 07068 USA
AND TO:	**ONTREA, INC.** 20 Queen Street West Toronto, ON M5H 3R4 **Attn: Executive Vice-President, National Property Operations**

AND TO:	**PLACE VERTU HOLDINGS, INC.** 20 Queen Street West Toronto, ON M5H 3R4 **Attn: General Manager**
AND TO:	**TEMPLETON DOC LIMITED PARTNERSHIP** 7899 Templeton Road Richmond, BC V7B 1Y7
AND TO:	**IVANHOE CAMBRIDGE, INC.** 95 Wellington Street West | Suite 300 Toronto, ON M5J 2R2
AND TO:	**IVANHOE CAMBRIDGE II, INC.** 95 Wellington Street West | Suite 300 Toronto, ON M5J 2R2
AND TO:	**HCR LP (ONTARIO) INC.** 40 University Avenue | Suite 1200 Toronto, ON M5J 1T1 **Attn: Vice President, Shopping Centres Group**
AND TO:	**SUNLIFE ASSURANCE COMPANY OF CANADA AND ST. JACOBS COUNTRYSIDE, INC.** 1386 King St North St. Jacobs, ON N0B 2N0
AND TO:	**MARKET MALL LEASEHOLDS, INC.** 20 Queen Street West Toronto, ON M5H 3R4 **Attn: Executive Vice-President, National Property Operations**
AND TO:	**OPB REALTY, INC.** 1 Queen Street East | Suite 300 | Box #88 Toronto, ON M5C 2W5 Tel: 416-955-0595
AND TO:	**OSHAWA CENTRE HOLDINGS, INC.** 95 Wellington Street West | Suite 300 Toronto, ON M5J 2R2
AND TO:	**WEST EDMONTON MALL PROPERTY, INC.** 8882-170th Street | Suite 3000 Edmonton, AB T5T 4M2
AND TO:	**BAYSHORE SHOPPING CENTRE LIMITED** 95 Wellington Street West | Suite 300 Toronto, ON M5J 2R2 **Attn: Legal Affairs Department**
AND TO:	**OXFORD PROPERTIES RETAIL HOLDINGS, INC.** 200 Bay Street | Suite 900 Toronto, ON M5J 2J2 **Attn: Vice-President, Real Estate Management Legal Services Department**

AND TO:	**PACIFIC CENTRE LEASEHOLDS LIMITED** 20 Queen Street West Toronto, ON M5H 3R4 **Attn: Executive Vice-President, National Property Operations**
AND TO:	**YORKDALE SHOPPING CENTRE HOLDINGS, INC.** 200 Bay Street | Suite 900 Toronto, ON M5J 2J2
AND TO:	**SCARBOROUGH TOWN CENTRE HOLDINGS, INC.** 200 Bay Street | Suite 900 Toronto, ON M5J 2J2
AND TO:	**THE OUTLET COLLECTION (NIAGARA) LIMITED** 95 Wellington Street West | Suite 300 Toronto, ON M5J 2R2
AND TO:	**MIRABEL OUTLET CENTRE GENERAL PARTNERSHIP** 113 Dupont Street | Suite 1001 Toronto, ON M5R 1V4 **Attn: Kenneth C. Zuckerman**
AND TO:	**JLA FACTORY OUTLET HOLDINGS LIMITED** 113 Dupont Street | Suite 1001 Toronto, ON M5R 1V4 **Attn: Kenneth C. Zuckerman**
AND TO:	**KCAP KINGSTON INC.** 45 St. Clair Avenue West | Suite 1001 Toronto, ON M4V 1K9
AND TO:	**STAMPER, INC.** 401 Trans Canada Highway Charlottetown, PEI C1A 4B5 **Attn: Mr. Chris Cudmore**
AND TO:	**TRIOVEST REALTY ADVISORS** 40 University Avenue | Suite 1200 Toronto, ON M5J 1T1
AND TO:	**CAMERON CORPORATION & GROSVENOR CANADA LIMITED** 10180 – 111th Street Edmonton, AB T5K 1K6
AND TO:	**MONTEZ HILLCREST, INC. AND HILLCREST HOLDINGS, INC.** 200 Bay Street | Suite 900 Toronto, ON M5J 2J2 **Attn: Vice-President, Real Estate Management Legal Services Department**
AND TO:	**IC SPG POC AT EDMONTON LP** 95 Wellington Street West | Suite 300 Toronto, ON M5J 2R2
AND TO:	**SEASONS RETAIL CORP; THE OUTLET COLLECTION AT WINNIPEG** 95 Wellington Street West | Suite 300 Toronto, ON M5J 2R2

AND TO:	**DESJARDINS FINANCIAL SECURITY LIFE ASSURANCE COMPANY** 200 Rue des Commandeurs Levis, QC G6V 6R2 **Attn: Property Manager**

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Court File No. CV-18-597987-00CL

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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF ROCKPORT BLOCKER, LLC, THE ROCKPORT GROUP HOLDINGS, LLC, TRG 1-P HOLDINGS, LLC, TRG INTERMEDIATE HOLDINGS, LLC, TRG CLASS D, LLC, THE ROCKPORT GROUP, LLC, THE ROCKPORT COMPANY, LLC, DRYDOCK FOOTWEAR, LLC, DD MANAGEMENT SERVICES LLC AND ROCKPORT CANADA ULC (THE "DEBTORS")

APPLICATION OF ROCKPORT BLOCKER, LLC, UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

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Tab H

THIS IS EXHIBIT "H" TO THE AFFIDAVIT

OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 19TH DAY OF JULY, 2018

Lesly A. Morris

A Notary Public in and for the State of Delaware

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
THE ROCKPORT COMPANY, LLC, *et al.*,	)	Case No. 18-11145 (LSS)
Debtors.[1]	)	Jointly Administered
	)	**Re: Docket Nos. 24, 146, 176, 278, 355**

ORDER (A) APPROVING AND AUTHORIZING SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS, FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS, (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES RELATED THERETO, AND (C) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")[2] of the above-captioned debtors (collectively, the "**Debtors**") for the entry of an order (this "**Order**") pursuant to Sections 105(a), 363 and 365 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, *et. seq.* (the "**Bankruptcy Code**"), Rules 2002, 6004, 6006, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rules 2002-1 and 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the Bankruptcy Court for the District of Delaware (the "**Local Rules**") (a) authorizing the sale of the Purchased Assets (the "**Sale**") free and clear of liens, claims, encumbrances, and other interests, except as otherwise provided by the Asset Purchase Agreement (as defined herein), to CB Marathon Opco, LLC and/or its assignees (the "**Successful**

[1] The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Rockport Blocker, LLC (5097), The Rockport Group Holdings, LLC (3025), TRG 1-P Holdings, LLC (4756), TRG Intermediate Holdings, LLC (8931), TRG Class D, LLC (4757), The Rockport Group, LLC (5559), The Rockport Company, LLC (5456), Drydock Footwear, LLC (7708), DD Management Services LLC (8274), and Rockport Canada ULC (3548). The debtors' mailing address is 1220 Washington Street, West Newton, Massachusetts 02465.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Asset Purchase Agreement (defined herein), as applicable.

Bidder"); (b) approving the assumption and assignment of certain of the Debtors' executory contracts and unexpired leases related thereto; and (c) granting related relief; and the Court having heard statements of counsel and the evidence presented in support of the relief requested by the Debtors in the Motion at a hearing before the Court on July 16, 2018 (the "**Sale Hearing**"); and having heard the testimony in support of the Motion provided at the Sale Hearing; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon,

THE COURT HEREBY FINDS AND DETERMINES THAT:

I. Jurisdiction, Final Order and Statutory Predicates

A. The Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a) and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this District and in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order and the prompt consummation of the transactions and transfers contemplated under the Asset Purchase Agreement, and expressly directs entry of judgment as set forth herein.

C. The statutory predicates for the relief requested in the Motion are Sections 105(a), 363(b), (f), and (m), and 365 of the Bankruptcy Code and Bankruptcy Rules 2002(a)(2), 6004(a), (b), (c), (e), (f) and (h), 6006(a), (c) and (d), 9007 and 9014.

D. The Court entered the *Order (A) Approving Bidding Procedures for Sale of Substantially All of the Debtors' Assets, (B) Approving Stalking Horse Protections, (C) Scheduling Auction for, and Hearing to Approve, Sale of Substantially All of the Debtors' Assets, (D) Approving Form and Manner of Notices of Sale, Auction and Sale Hearing, (E) Approving Assumption and Assignment Procedures and (F) Granting Related Relief* on June 5, 2018 [Docket. No. 146] (the "**Bidding Procedures Order**").

E. The findings of fact and conclusions of law set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

F. To the extent any of the following findings of fact constitute conclusions of law, they are hereby adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are hereby adopted as such. Any findings of fact or conclusions of law stated by the Court on the record at the Sale Hearing are hereby incorporated, to the extent they are not inconsistent herewith.

G. In the absence of a stay pending appeal, the Successful Bidder being a good faith purchaser under Section 363(m) of the Bankruptcy Code, the Successful Bidder may close the transaction contemplated by the Asset Purchase Agreement at any time on or after entry of this Order, and cause has been shown as to why this Order should not be subject to the stay provided by Bankruptcy Rules 6004(h) and 6006(d).

II. Notice of the Sale, Auction and the Cure Costs

A. In compliance with the Bidding Procedures Order, actual written notice of the Sale Hearing, the Auction, the Motion, and the Sale and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein have been afforded to all known interested persons and entities, including, but not limited to the following parties (the "**Notice Parties**"): (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to the Committee, if any; (iii) counsel to the Senior Secured Noteholders; (iv) counsel to the ABL Lender; (v) counsel to the Stalking Horse Bidder; (vi) all Interested Parties and any other entity known to have expressed an interest in a transaction with respect to the Purchased Assets during the past nine (9) months; (vii) all Counterparties to any Contracts or Leases, whether executory or not; (viii) all parties with Liens or Encumbrances on or against any of the Debtors' assets; (ix) all affected federal, state and local governmental regulatory and taxing authorities, including the Internal Revenue Service; (x) the Debtors' insurance carriers; (xi) all known holders of claims against and equity interests in the Debtors; (xii) all parties that have filed and not withdrawn requests for notices pursuant to Bankruptcy Rule 2002; and (xiii) to the extent not already included above, all parties in interest listed on the Debtors' creditor matrix.

B. In accordance with the provisions of the Bidding Procedures Order, the Debtors have served the Potential Assumption and Assignment Notice and the Supplemental Assumption and Assignment Notices (collectively, the "**Assumption and Assignment Notices**") upon the Counterparties informing the Counterparties: (i) that the Debtors seek to assume and assign to the Successful Bidder certain Contracts and Leases (the "**Purchased Contracts**"), effective as of the Closing Date (as such term is defined in the Asset Purchase Agreement, the "**Closing Date**") or such later date as may be agreed to by the Successful Bidder and the affected Counterparty or

with respect to a Disputed Contract (as defined herein), as provided in any Order approving the assumption and assignment of such Disputed Contract; and (ii) of the proposed Cure Costs, if any, for such Purchased Contracts. Pursuant to Bankruptcy Rule 6006(c), the Court finds that the service of such Assumption and Assignment Notices was good, sufficient and appropriate under the circumstances, as was effected in compliance with the Bidding Procedures Order, and that no further notice need be given in respect of establishing the Cure Costs for the Purchased Contracts. The Counterparties have had an opportunity to object to the Cure Costs set forth in the Assumption and Assignment Notices and the Successful Bidder's showing of adequate assurance of future performance pursuant to Sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

C. As evidenced by the affidavits of service previously filed with the Court, proper, timely, adequate, and sufficient notice of the Motion, Auction, Sale Hearing, Sale and assumption and assignment of the Purchased Contracts has been provided in accordance with Sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014. The Debtors also have complied with all obligations to provide notice of the Auction, the Sale Hearing, Sale and assumption and assignment of the Purchased Contracts required by the Bidding Procedures Order. The notices described in paragraphs A to G herein were good, sufficient and appropriate under the circumstances, and no other or further notice of the Motion, Auction, Sale Hearing, Sale, or assumption and assignment of the Purchased Contracts is required.

D. The Debtors have articulated good and sufficient reasons for the Court to grant the relief requested in the Motion regarding the Sale.

E. The Sale Notice served by the Debtors on the Notice Parties provided all interested parties with timely and proper notice of the Auction, Sale, and Sale Hearing.

F. The Assumption and Assignment Notices provided the Successful Bidder and the Counterparties with proper notice of the potential assumption and assignment of the Purchased Contracts and any Cure Costs relating thereto, and the procedures set forth therein with regard to any such Cure Costs to satisfy Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

G. The disclosures made by the Debtors concerning the Motion, the Asset Purchase Agreement of the Successful Bidder, the Auction, the Sale, and the Sale Hearing, were good, complete and adequate.

III. Good Faith of the Successful Bidder

A. The Successful Bidder is purchasing the Purchased Assets in good faith and is a good faith buyer within the meaning of Section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that, *inter alia*: (a) the Successful Bidder recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets; (b) the Successful Bidder complied with the provisions in the Bidding Procedures Order and the Bidding Procedures; (c) the Successful Bidder agreed to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order; (d) all payments to be made by the Successful Bidder and other agreements or arrangements entered into by the Successful Bidder in connection with the Sale have been disclosed; (e) the Successful Bidder has not violated Section 363(n) of the Bankruptcy Code by any action or inaction; and (f) the negotiation and execution of the final purchase agreement (together with any schedules, exhibits and any other documents or instruments related thereto, the "**Asset Purchase Agreement**,"

which is attached hereto as **Exhibit A**, and which is based upon the Stalking Horse Agreement attached to the Motion) and any other agreements or instruments related thereto were at arms' length, in good faith, and without collusion or fraud. Neither the Successful Bidder, nor any of its affiliates, partners, principals, or shareholders or their respective representatives is an "insider" of any of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code.

IV. Highest or Best Offer

A. The Debtors solicited offers and noticed the Auction in accordance with the provisions of the Bidding Procedures Order and Bidding Procedures. The Auction was duly noticed, the sale process was conducted in a non-collusive manner, and the Debtors afforded a full, fair and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Purchased Assets.

B. The Asset Purchase Agreement constitutes the highest or best offer for the Purchased Assets, and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination, in consultation with the Consultation Parties, that the Asset Purchase Agreement constitutes the highest or best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtors' business judgment.

C. The Asset Purchase Agreement represents a fair and reasonable offer to purchase the Purchased Assets under the circumstances of these Chapter 11 Cases. No other person or entity or group of entities has offered to purchase the Purchased Assets for greater economic value to the Debtors' estates than the Successful Bidder.

D. Approval of the Motion and the Asset Purchase Agreement and the consummation of the transactions contemplated thereby is in the best interests of the Debtors, their creditors, their estates and other parties in interest.

E. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale prior to, and outside of, a plan of reorganization.

V. No Fraudulent Transfer

A. The consideration provided by the Successful Bidder pursuant to the Asset Purchase Agreement is fair and adequate and 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.

VI. Validity of Transfer

A. The consummation of the transactions contemplated by the Asset Purchase Agreement, including, without limitation, the Sale and the assumption and assignment of the Purchased Contracts, is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, Sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f) of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the transactions contemplated under the Asset Purchase Agreement.

B. The Debtors have full corporate power and authority to execute and deliver the Asset Purchase Agreement and all other documents contemplated thereby, and, other than entry of this Order, no further consents or approvals are required for the Debtors to consummate the

transactions contemplated by the Asset Purchase Agreement, except as otherwise set forth in the Asset Purchase Agreement.

C. The Debtors' right, title and interest in the Purchased Assets constitute property of the Debtors' estates, which is vested in the Debtors' estates within the meaning of Section 541(a) of the Bankruptcy Code.

D. The transfer of the Purchased Assets to the Successful Bidder will be as of the Closing Date a legal, valid, and effective transfer of such assets, and on the Closing Date will vest the Successful Bidder with all right, title, and interest of the Debtors to the Purchased Assets free and clear of all Liens (as defined in the Bankruptcy Code), Claims (as defined in the Bankruptcy Code), interests and Encumbrances (including, without limitation and for the avoidance of doubt, all Claims, Liens or Encumbrances asserted under any theory successor or transferee liability or any similar theory under applicable state, provincial or federal law or otherwise), other than the Permitted Encumbrances and the Assumed Liabilities under the Asset Purchase Agreement, with all such Liens, Claims, Encumbrances or Interests to attach to the proceeds received by the Debtors with the same priority, validity, force and effect as such Liens, Claims, Encumbrances or Interests had in the Assets, subject to any claims and defenses the Debtors may possess with respect thereto.

VII. Section 363(f) Is Satisfied

A. The Debtors may sell the Purchased Assets free and clear of all Liens, Claims, interests and Encumbrances (including, for the avoidance of doubt, all Claims, Liens or Encumbrances asserted under any theory of successor or transferee liability or any similar theory under applicable state, provincial or federal law or otherwise), other than the Permitted Encumbrances and the Assumed Liabilities, 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 Liens or Encumbrances who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented pursuant to Section 363(f)(2) of the Bankruptcy Code. Those holders of the Liens or Encumbrances who did object fall within one or more of the other subsections of Section 363(f) and are adequately protected by having their Liens or Encumbrances, if any, attach to the net cash proceeds of the Sale attributable to the Purchased Assets in which such holder alleges Lien or Encumbrance, in the same order of priority, with the same validity, force and effect that such Lien or Encumbrance had prior to the Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

B. The Debtors have, to the extent necessary, satisfied the requirements of Section 363(b)(1) of the Bankruptcy Code.

C. Not transferring the Purchased Assets free and clear of all Liens, Claims, interests and Encumbrances would adversely impact the Debtors' efforts to maximize the value of their estates, and the transfer of the Purchased Assets other than pursuant to a transfer that is free and clear of all Liens, Claims, interests and Encumbrances of any kind or nature whatsoever would be of substantially less benefit to the Debtors' estates.

D. Except as to Assumed Liabilities and Permitted Encumbrances, the Successful Bidder shall not have any successor, transferee, derivative, or vicarious liabilities of any kind or character for any Interests or Claims, including under any theory of successor or transferee liability, de-facto merger, or continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, whether derivatively, vicariously, as transferee or successor or otherwise, asserted or unasserted, liquidated or unliquidated, of any kind, nature, or character whatsoever, including, without limitation, with respect to any of the

following: (a) any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment (including the Worker Adjustment and Retraining Act of 1988), antitrust, environmental, or other law, rule, or regulation; (b) any products liability law, rule, regulation, or doctrine with respect to the Debtors' liability under such law, rule, regulation, or doctrine, or under any product warranty liability law or doctrine; (c) any employment or labor agreements, consulting agreements, severance arrangements, change-in-control agreements, or other similar agreement to which the Debtors are a party; (d) any welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of the Debtors; (e) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation, or other employee benefit plans, agreements, practices and programs, or obligations that might otherwise arise from or pursuant to (i) ERISA, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the Worker Adjustment and Retraining Act of 1988 (the "WARN Act"), (vii) the Age Discrimination in Employment Act, as amended, of 1967, (viii) the Americans with Disabilities Act of 1990, (ix) the Consolidated Omnibus Budget Reconciliation Act of 1985, (x) the Multiemployer Pension Plan Amendments Act of 1980, (xi) state and local discrimination laws, (xii) state and local unemployment compensation laws or other similar state and local laws, (xiii) state workers' compensation laws, and (xiv) any other state, local, or federal employee benefit laws, regulations, or rules or other state, local, or federal laws, regulations, or rules relating to wages, benefits, employment, or termination of employment with any or all Debtors or any predecessors and (f) any liability to any employee of a Debtor, in connection with, salaries, wages, benefits, vacation, expenses or other compensation or remuneration or in connection with any

workers' compensation or other employee health, accident, disability, or safety claims and (g) any acts or omissions of any Debtor in the conduct of the Business or arising under or related to the Purchased Assets. Neither the Successful Bidder nor its affiliates shall be deemed to be holding themselves out as a continuation of the Debtors based on the Sale, the Asset Purchase Agreement or this Order. Neither the Successful Bidder nor any of its affiliates is a successor to any of the Debtors or their estates, and none of the transactions contemplated by the Asset Purchase Agreement, including, without limitation, the Sale and the assumption and assignment of the Purchased Contracts amounts to a consolidation, merger, or de facto merger of the Successful Bidder or any of its affiliates with or into any of the Debtors.

E. The Successful Bidder has not merged with or into the Debtors and is not a mere or substantial continuation of the Debtors or the enterprises of the Debtors. Without limiting the foregoing, Purchaser is not a successor employer (including as described under COBRA and applicable regulations thereunder) to any Debtor, including with respect to any Benefit Plan. Neither the Successful Bidder nor any of its affiliates, successors, or assigns are, and none of them shall be deemed or considered to be, liable for any acts or omissions of any Debtor in the conduct of the Business arising under or related to the Purchased Assets other than as set forth in the Asset Purchase Agreement, in each case by any law or equity, and the Successful Bidder has not assumed nor is it in any way responsible for any liability or obligation of the Debtors or the Debtors' estates, except as otherwise set forth in the Asset Purchase Agreement.

F. Without limiting the generality of the foregoing, none of the Successful Bidder, its affiliates, its and their respective present or contemplated members or shareholders, or the Purchased Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly,

any Claims relating to any U.S. federal, state, provincial or local income tax liabilities, that the Debtors may incur in connection with consummation of the transactions contemplated by the Asset Purchase Agreement, including, without limitation, the Sale and the assumption and assignment of the Purchased Contracts, or that the Debtors have otherwise incurred prior to the consummation of the transactions contemplated by the Asset Purchase Agreement.

G. The Successful Bidder would not have entered into the Asset Purchase Agreement and would not consummate the transactions contemplated thereby (by paying the Purchase Price and assuming the Assumed Liabilities) if the sale of the Purchased Assets to the Successful Bidder, and the assumption and assignment of the Purchased Contracts to the Successful Bidder, were not, except as otherwise provided in the Asset Purchase Agreement with respect to the Permitted Encumbrances and the Assumed Liabilities, free and clear of all Liens, Claims, interests and Encumbrances of any kind or nature whatsoever, or if the Successful Bidder would, or in the future could (except and only to the extent expressly provided in the Asset Purchase Agreement and with respect to the Permitted Encumbrances and the Assumed Liabilities), be liable for any of such Liens, Claims, interests or Encumbrances.

H. The Debtors and the Secured Noteholders have agreed to execute the releases required under Section 8.2 of the Asset Purchase Agreement and to deliver those releases to the Purchaser on the Closing Date pursuant to Section 4.2(i) of the Asset Purchase Agreement as a condition to the Closing of the Sale, in the form of the exhibit attached to the Asset Purchase Agreement. Each Acquired Company has agreed to execute the releases required under Section 4.2(j) of the Asset Purchase Agreement and to deliver those releases to the Debtors on the Closing Date pursuant to Section 4.2(j) of the Asset Purchase Agreement as a condition to the Closing of the Sale, in the form of the exhibit attached to the Asset Purchase Agreement.

VIII. Personally Identifiable Information; Consumer Privacy Ombudsman Recommendations

A. The sale of the Purchased Assets includes the sale of "personally identifiable information" as defined in Section 101(41A) of the Bankruptcy Code ("**Personally Identifiable Information**"). A consumer privacy ombudsman ("**CPO**") was appointed in accordance with Sections 332 and 363(b)(1) of the Bankruptcy Code. As reflected in the *Report of Alan Chapell, Consumer Privacy Ombudsman*, dated July 12, 2018 [Docket No. 371], the Debtors' existing privacy statements (the "**Debtor Privacy Statements**") prohibits the sale or transfer of certain of their customers' Personally Identifiable Information ("**Customer PII**"). Accordingly, the CPO recommends that the sale of the Debtors' Customer and Personal Information (as defined in the Asset Purchase Agreement) constituting Customer PII be approved subject to certain recommendations.

IX. Assumption and Assignment of Executory Contracts and Leases

B. The assumption and assignment of the Purchased Contracts pursuant to the terms of this Order is integral to the Asset Purchase Agreement and is in the best interests of the Debtors and their estates, creditors and other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors.

C. Other than as otherwise provided for in this Order with respect to the resolution of certain responses received by certain Counterparties, the amounts set forth on the Assumption and Assignment Notices, are the sole amounts necessary under Sections 365(b)(1)(A) and (B) and 365(f)(2)(A) of the Bankruptcy Code to cure all monetary defaults and pay all actual pecuniary losses under the Purchased Contracts (the "**Cure Costs**").

D. Pursuant and subject to the terms of the Asset Purchase Agreement, including without limitation, the provisions relating to Seller Working Capital and Purchaser Paid Cure

Costs, the Successful Bidder, solely with respect to Purchaser Paid Cure Costs, and the Debtors with respect to all other Cure Costs shall: (i) make the payments required to cure any monetary default under any of the Purchased Contracts, within the meaning of Section 365(b)(1)(A) of the Bankruptcy Code at the time of the Closing or as soon as practicable thereafter with respect to Purchased Contracts and at the time ordered by the Bankruptcy Court or as agreed to between the Purchaser and Counterparty with respect to a Disputed Contract that later becomes a Purchased Contract after the Closing; and (ii) provide compensation or adequate assurance of compensation to each Counterparty for actual pecuniary loss to such party resulting from a default prior to the Closing Date under any of the Purchased Contracts, within the meaning of Section 365(b)(1)(B) of the Bankruptcy Code.

E. The Successful Bidder has demonstrated adequate assurance of future performance under the Purchased Contracts within the meaning of Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

X. Compelling Circumstances for an Immediate Sale

A. To enhance the Debtors' liquidity and to maximize the amount of funding available to provide for a timely exit from these Chapter 11 Cases, it is essential that the sale of the Purchased Assets occur within the time constraints set forth in the Asset Purchase Agreement. Time is of the essence in consummating the Sale.

B. Given all of the circumstances of these Chapter 11 Cases and the adequacy and fair value of the Purchase Price under the Asset Purchase Agreement, the proposed sale of the Purchased Assets to the Successful Bidder constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

C. The Sale does not constitute a *de facto* or *sub rosa* plan of reorganization or liquidation because it does not propose to (i) impair or restructure existing debt of, or equity interests in, the Debtors, (ii) impair or circumvent voting rights with respect to any plan proposed by the Debtors, (iii) circumvent Chapter 11 safeguards, including those set forth in Sections 1125 and 1129 of the Bankruptcy Code, or (iv) classify claims or equity interests.

D. The consummation of the Sale is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, Sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f), and all of the applicable requirements of such sections have been complied with in respect of the Sale.

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

General Provisions

1. The relief requested in the Motion is granted and approved, and the Sale contemplated thereby is approved as set forth in this Order.

2. This Court's findings of fact and conclusions of law, set forth in the Bidding Procedures Order, are incorporated herein by reference.

3. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court, and all reservations of rights included therein, are hereby overruled on the merits or have been otherwise satisfied or adequately provided for.

Approval of the Asset Purchase Agreement

4. The Asset Purchase Agreement and all ancillary documents, including, without limitation, the Bill of Sale, Assignment and Assumption Agreement, Trademark Assignment

Agreement, Copyright Assignment Agreement and Patent Assignment Agreement, and all of the terms and conditions thereof, are hereby approved.

5. Pursuant to Section 363(b) of the Bankruptcy Code, the Debtors are authorized, empowered, and directed to take any and all actions necessary or appropriate to (i) consummate the sale of the Purchased Assets to the Successful Bidder pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement, (ii) close the Sale as contemplated in the Asset Purchase Agreement and this Order, and (iii) execute and deliver, perform under, consummate, implement and close the Asset Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement and the Sale, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Asset Purchase Agreement and such ancillary documents.

6. This Order shall be binding in all respects upon the Debtors, their estates, all holders of equity interests in any Debtor, all holders of any Claims (against any Debtor), whether known or unknown, any holders of Liens on all or any portion of the Purchased Assets, all Counterparties, the Successful Bidder, all successors and assigns of the Successful Bidder, any other bidders for the Purchased Assets, trustees, if any, subsequently appointed in any of the Debtors' Chapter 11 Cases or upon a conversion to Chapter 7 under the Bankruptcy Code of any of the Debtors' cases, any administrator, liquidator or trustee in the CCAA Ancillary Proceeding or any other insolvency proceeding involving or related to the Purchased Assets, or any other entity vested or revested with any right, title or interest in the Purchased Assets, whether under any Plan, scheme, composition, reorganization, liquidation or other arrangement in the Chapter 11 Cases or other insolvency proceeding related to the Debtors, including any order in the CCAA

Ancillary Proceeding or any other insolvency proceeding involving or related to the Purchased Assets recognizing or giving effect to any of the foregoing or otherwise. This Order and the Asset Purchase Agreement shall inure to the benefit of the Debtors, their estates, their creditors, the Successful Bidder, and their respective successors and assigns.

Transfer of the Purchased Assets

7. Pursuant to Sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Purchased Assets on the Closing Date. The Purchased Assets (including the Purchased Contracts) shall be transferred to the Successful Bidder upon and as of the Closing Date and such transfer shall constitute a legal, valid, binding and effective transfer of such Purchased Assets and, upon the Debtors' receipt of the Purchase Price, shall be free and clear of all Liens, Claims, interests, and Encumbrances (including, for the avoidance of doubt, all Claims, Liens or Encumbrances asserted under any theory of successor or transferee liability or any similar theory under applicable state, provincial or federal law or otherwise), other than the Permitted Encumbrances and the Assumed Liabilities under the Asset Purchase Agreement. Upon the Closing, the Successful Bidder shall take title to and possession of the Purchased Assets subject only to the Permitted Encumbrances and the Assumed Liabilities; provided, however, that the Successful Bidder shall not be relieved of liability with respect to the Permitted Encumbrances and the Assumed Liabilities, including any obligations accruing under the Purchased Contracts from and after the Closing Date, or, as to Disputed Contracts that become Purchased Contracts, such later date as may be agreed to by the Successful Bidder and the affected Counterparty to such Disputed Contract or as provided in any Order approving the assumption and assignment of such Disputed Contract (but only if such Disputed Contract becomes a Purchased Contract). All Claims, Liens and Encumbrances shall attach solely to the net proceeds of the Sale with the same validity, priority, force and effect that

they now have as against the Purchased Assets, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

8. Notwithstanding anything to the contrary herein or in the Asset Purchase Agreement, (i) Section 2.1(r) of the Asset Purchase Agreement is hereby stricken, and (ii) Section 2.1(o) of the Asset Purchase Agreement shall not apply to contractual rights under the Master Purchase Agreement, dated as of January 23, 2015 by and among Relay Intermediate, LLC, Reebok International Ltd. and adidas AG or any agreements ancillary thereto that are not Purchased Contracts.

9. The sale of the Purchased Assets to the Successful Bidder, and the assumption and assignment of the Purchased Contracts to the Successful Bidder, shall be, except as otherwise provided in the Asset Purchase Agreement with respect to the Permitted Encumbrances and the Assumed Liabilities, free and clear of all Liens, Claims, interests, and Encumbrances of any kind or nature whatsoever, except and only to the extent expressly provided in the Asset Purchase Agreement with respect to the Permitted Encumbrances and the Assumed Liabilities), be liable for any of such Encumbrances, with all such Liens, Claims, Encumbrances or Interests to attach to the proceeds received by the Debtors with the same priority, validity, force and effect as such Liens, Claims, Encumbrances or Interests had in the Assets, subject to any claims and defenses the Debtors may possess with respect thereto.

10. The Debtors and their respective officers, employees and agents are authorized to take any and all actions necessary, appropriate or requested by the Successful Bidder to perform, consummate, implement and close the Sale, including, without limitation: (a) the sale to the Successful Bidder of all Purchased Assets, in accordance with the terms and conditions set forth in the Asset Purchase Agreement and this Order; and (b) executing, acknowledging and

delivering such deeds, assignments, conveyances and other assurance, documents and instruments of transfer and taking any action for purposes of assigning, transferring, granting, conveying and confirming to the Successful Bidder, or reducing to possession, the Purchased Assets. The Debtors are further authorized to pay, without further order of this Court, whether before, at or after the Closing Date, any expenses or costs that are required to be paid in order to consummate the Transactions or perform their obligations under the Asset Purchase Agreement, including, without limitation, if applicable, the Expense Reimbursement and the Break-Up Fee. Any amounts that become payable by the Debtors to the Successful Bidder pursuant to the Bidding Procedures Order and/or the Asset Purchase Agreement (and related agreements executed in connection therewith), shall: (i) constitute allowed administrative expenses of the Debtors' estates under Sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code and which shall not be subordinate to any other administrative expense claim against the Debtors other than any superpriority administrative expense claims under Section 364(c)(1) of the Bankruptcy Code granted pursuant to any financing order entered in these Chapter 11 Cases; (ii) be treated with such priority if any Chapter 11 Case is converted to a case under Chapter 7 of the Bankruptcy Code; and (iii) not be discharged, modified or otherwise affected by any reorganization plan for the Debtors, except by written agreement with the Successful Bidder (such agreement to be provided in the Successful Bidder's sole discretion).

11. Except only as expressly provided by the Asset Purchase Agreement with respect to the Permitted Encumbrances and the Assumed Liabilities, all persons and entities holding Liens or Encumbrances on, Claims affecting, or interests in, all or any portion of the Purchased Assets, hereby are forever barred, estopped and permanently enjoined from asserting against the Successful Bidder or its successors or assigns, their property or the Purchased Assets, such

persons' or entities' rights relating to any such Liens, Claims, interests, or Encumbrances. On the Closing Date, each holder of a Lien or Encumbrance is authorized and directed to execute such documents and take all other actions as may be deemed by the Successful Bidder to be necessary or desirable to release its Liens Encumbrances on the Purchased Assets, as provided for herein, as such Liens or Encumbrances may have been recorded or may otherwise exist.

12. Except as otherwise expressly provided in the Asset Purchase Agreement or this Order, to the greatest extent allowed by applicable law, all entities (and their respective successors and assigns), including, but not limited to, all debt security holders, equity security holders, insiders, affiliates, foreign, federal, state and local governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants, and other entities holding Claims, Liens, Encumbrances or interests against the Debtors or the Purchased Assets arising under or out of, in connection with, or in any way relating to, the Debtors, the Debtors' predecessors or insiders, the Purchased Assets, the ownership, sale or operation of the Purchased Assets prior to Closing or the transfer of the Purchased Assets to the Successful Bidder, are hereby forever barred, estopped and permanently enjoined from asserting or prosecuting any cause of action or any process or other act or seeking to collect, offset, or recover on account of any such Claims, Liens, Encumbrances or interests against the Successful Bidder, its successors or assigns, their property or the Purchased Assets. Following the Closing, no holder of any Claims, Liens, Encumbrances or interests shall interfere with the Successful Bidder's title to or use and enjoyment of the Purchased Assets based on or related to any such Claims, Liens, Encumbrances or interests, or based on any action the Debtors may take in the Chapter 11 Cases.

13. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Purchased Assets to the Successful Bidder in accordance with the terms of the Asset Purchase Agreement and this Order.

14. All persons and entities that are in possession of some or all of the Purchased Assets on the Closing Date are directed to surrender possession of such Purchased Assets to the Successful Bidder or its assignee at the Closing.

15. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the appropriate recorder to cancel any Liens or Encumbrances of record.

16. If any person or entity which has filed statements or other documents or agreements evidencing Liens or Encumbrances on all or any portion of the Purchased Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of Liens and easements, and any other documents necessary or desirable to the Successful Bidder for the purpose of documenting the release of all Encumbrances, which the person or entity has or may assert with respect to all or any portion of the Purchased Assets, the Debtors are hereby authorized and directed, and the Successful Bidder is hereby authorized, to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Purchased Assets.

17. This Order is and shall be binding upon and govern the acts of all persons and 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, provincial, federal 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 lease; and each of the foregoing persons and entities is hereby authorized and empowered to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement.

Executory Contracts and Leases

18. Subject to payment of the applicable Cure Cost, if any, the Debtors are authorized and directed to assume and assign the Purchased Contracts to the Successful Bidder free and clear of all Liens, Claims and Encumbrances. With respect to each Purchased Contract, the payment of the applicable Cure Costs shall (a) effect a cure of all monetary defaults existing thereunder as of the Closing Date with respect to Purchased Contracts, and as of the time of the payment of the Cure Costs with respect to each Disputed Contract that becomes a Purchased Contract after the Closing Date, (b) compensate the applicable Counterparty for any actual pecuniary loss resulting from such default, and (c) together with the assumption of the Purchased Contract by the Successful Bidder, constitute adequate assurance of future performance thereof. As of the Closing Date as to Purchased Contracts, or, as to Disputed Contracts that become Purchased Contracts, such later date as may be agreed to by the Successful Bidder and the affected Counterparty to such Disputed Contract or as provided in any Order approving the assumption and assignment of such Disputed Contract (but only if such Disputed Contract becomes a Purchased Contract), the Successful Bidder shall be deemed to have assumed the Purchased Contracts and, pursuant to Section 365(f) of the Bankruptcy Code, the assignment by the Debtors of such Purchased Contracts shall not be a default thereunder. Unless objected to prior to the deadline set forth in the Assumption and Assignment Notice, for each Purchased

Contract listed therein, the Cure Cost set forth in such notice is hereby fixed and determined to be the dollar amount set forth in such notice as the Cure Cost.

19. Notwithstanding anything to the contrary herein or in the Asset Purchase Agreement, the Debtors shall not assume or assign to the Successful Bidder that certain License Agreement, dated July 31, 2015, between adidas AG and The Rockport Company, LLC, or the related Letter Agreement, dated December 29, 2016.

20. Pursuant to the terms of the Asset Purchase Agreement, at any time until two (2) days prior to the Closing Date, the Successful Bidder may elect to amend the Purchased Contracts Schedule attached to the Asset Purchase Agreement by adding or removing Contracts or Leases. Any Contract or Lease that remains on the Purchased Contracts Schedule as of the Closing Date, and that is not a Disputed Contract, shall be assumed by the Debtors and assigned to the Successful Bidder as part of the Sale. All Contracts and Leases that are not on the Purchased Contracts Schedule shall be deemed "Excluded Contracts" under the Asset Purchase Agreement. Upon objection by the non-debtor Contract or Lease Counterparty to the Cure Costs asserted by the Debtors with regard to any Contract or Lease (such contract, a "**Disputed Contract**"), the Debtors, with the consent of the Successful Bidder, shall either settle the objection of such party or shall litigate such objection under such procedures as the Bankruptcy Court shall approve and proscribe. In no event shall any Debtor settle a Cure Costs objection with regard to any Purchased Contract without the express written consent of the Successful Bidder (with an email consent being sufficient). In the event that a dispute regarding the Cure Costs with respect to a Contract has not been resolved as of the Closing Date, the Parties shall nonetheless remain obligated to consummate the Transactions. Upon entry of an Order determining any Cure Costs regarding any Disputed Contract after the Closing (the "**Disputed**

Contract Order"), the Successful Bidder shall have the option to designate the Disputed Contract as an Excluded Contract, in which case, for the avoidance of doubt, Successful Bidder shall not assume the Disputed Contract and shall not be responsible for the associated Cure Costs with such Disputed Contract; provided, however, that if Successful Bidder does not designate such Disputed Contract as an Excluded Contract within fifteen (15) days after the date of the Disputed Contract Order, such Disputed Contract shall automatically be deemed to be a Purchased Contract for all purposes under the Successful Bidder's Asset Purchase Agreement. Any Cure Costs associated with any Purchased Contract or any Disputed Contract which becomes a Purchased Contract shall be paid in accordance with the terms of the Asset Purchase Agreement, including, without limitation, the provisions relating to the Sellers Working Capital and the Purchaser Paid Cure Costs.

21. With respect to any Purchased Contract subject to a Supplemental Assumption and Assignment Notice, if no objection is received by the applicable objection deadline set forth on such Supplemental Assumption and Assignment Notice, then the Purchased Contract shall be deemed assumed and assigned to the Successful Bidder pursuant to this Order. To the extent a non-debtor Contract or Lease Counterparty objects to the Cure Costs asserted by the Debtors with regard to any Contract or Lease on such Supplemental Assumption and Assignment Notice, such objection shall be resolved in accordance with paragraph 20 above. Unless objected to prior to the deadline set forth in any Supplemental Assumption and Assignment Notice, for each Purchased Contract listed therein, the Cure Cost set forth in such notice is hereby fixed and determined to be the dollar amount set forth in such notice as the Cure Cost.

22. Upon the Debtors' assignment of Purchased Contracts to the Successful Bidder, no default shall exist under any Purchased Contracts, and no Counterparty to any Purchased

Contracts shall be permitted to declare a default by any Debtor or the Successful Bidder or otherwise take action against the Successful Bidder as a result of any Debtor's financial condition, bankruptcy or failure to perform any of its obligations under the relevant Purchased Contract. Any provisions in any Purchased Contract that prohibits or conditions the assignment of such Purchased Contract or allows the party to such Purchased Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Purchased Contract, constitute unenforceable anti-assignment provisions that are void and of no force and effect pursuant to Section 365(f) of the Bankruptcy Code. All other requirements and conditions under Sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Successful Bidder of the Purchased Contracts have been satisfied, and such assumption and assignment shall not constitute a default thereunder. To the extent not inconsistent with applicable law, the failure of the Debtors to enforce at any time one or more terms or conditions of any Purchased Contract shall not be a waiver of such terms or conditions, or of the Successful Bidder's right to enforce every term and condition of the Purchased Contract. Upon the Closing and the payment of the required Cure Cost, if any, in accordance with Sections 363 and 365 of the Bankruptcy Code, the Successful Bidder shall be fully and irrevocably vested with all right, title and interest of the Debtors under each Purchased Contract.

23. Upon the Closing and the payment of the Cure Costs, if any, applicable to any Purchased Contract, or, as to Disputed Contracts that become Purchased Contracts, such later date as may be agreed to by the Successful Bidder and the affected Counterparty to such Disputed Contract or as provided in any Order approving the assumption and assignment of such Disputed Contract (but only if such Disputed Contract becomes a Purchased Contract), the

Successful Bidder shall be deemed to be substituted for the relevant Debtor as a party to such Purchased Contract, and, effective on the Closing Date as to Purchased Contracts, or, as to Disputed Contracts that become Purchased Contracts, such later date as may be agreed to by the Successful Bidder and the affected Counterparty to such Disputed Contract or as provided in any Order approving the assumption and assignment of such Disputed Contract (but only if such Disputed Contract becomes a Purchased Contract), the Debtors shall be relieved, pursuant to Section 365(k) of the Bankruptcy Code, from any further liability under such Purchased Contract.

24. Upon the Closing as to Purchased Contracts, or, as to Disputed Contracts that become Purchased Contracts, such later date as may be agreed to by the Successful Bidder and the affected Counterparty to such Disputed Contract or as provided in any Order approving the assumption and assignment of such Disputed Contract (but only if such Disputed Contract becomes a Purchased Contract), and the payment of the applicable Cure Costs, if any, the Purchased Contracts shall remain in full force and effect, and no default shall exist thereunder nor shall there exist any event or condition which, with the passage of time or giving of notice, or both, would constitute such a default.

25. Other than as provided under the Asset Purchase Agreement, there shall be no assignment fees, deposits, increases or any other fees charged to the Successful Bidder or the Debtors as a result of the assumption and assignment of the Purchased Contracts.

26. Pursuant to Sections 105(a), 363 and 365 of the Bankruptcy Code, all Counterparties to Purchased Contracts are forever barred and permanently enjoined from raising or asserting against the Debtors, their estates, the Successful Bidder, or any of their respective successors and assigns any assignment fee, default, breach or claim or pecuniary loss, or

condition to assignment, arising under or related to the Purchased Contracts existing as of the Closing Date, or, as to Disputed Contracts that become Purchased Contracts, such later date as may be agreed to by the Successful Bidder and the affected Counterparty to such Disputed Contract or as provided in any Order approving the assumption and assignment of such Disputed Contract (but only if such Disputed Contract becomes a Purchased Contract), or arising by reason of the Closing. Any party that may have had the right to consent to the assignment of an Purchased Contract is deemed to have consented to such assignment for purposes of Sections 365(c)(1)(B) and 365(e)(2)(A)(ii) of the Bankruptcy Code and otherwise if such party failed to file a timely objection to the assumption and assignment of such Purchased Contract.

27. All Counterparties to the Purchased Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Successful Bidder, any instruments, applications, consents or other documents which may be required or requested by any public or quasi-public authority or other entity to effectuate the applicable transfers in connection with the Sale of the Purchased Assets.

Application of Sale Proceeds.

28. All sale proceeds shall be promptly paid at closing on any such sale to (x) in the case of proceeds of ABL Priority Collateral, to the DIP ABL Agent for application to the DIP ABL Obligations and (y) in the case of proceeds of Secured Notes Priority Collateral, the DIP Note Purchasers for application in accordance with the DIP Note Purchase Agreement; provided, however, that the sale proceeds shall first be used to pay the Break-Up Fee and Expense Reimbursement to the extent that such amounts have been triggered and are required to be paid pursuant to the terms of the Bidding Procedures Order. Notwithstanding anything to the contrary herein, the payment or distribution of the sale proceeds to the DIP ABL Agent for application to

the DIP ABL Obligations shall be deemed to have been made in accordance with the Agreed ABL Liability Allocation, as contemplated under Paragraphs 39 and 52 of the *Final Order (I) Authorizing the Debtors (A) to Obtain Postpetition Financing on a Super-Priority, Senior Secured Basis and (B) Use Cash Collateral, (II) Granting (A) Liens and Super-Priority Claims and (B) Adequate Protection to Certain Prepetition Lenders, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* [Docket No. 320] (the "**Final DIP Order**"), and shall be without prejudice to the rights of the Secured Note Parties, the DIP Note Parties, the Information Officer and the Committee under the Final DIP Order. For greater certainty, the balance of the sales proceeds shall be held pending further order of this Court, including in respect of the final allocation of proceeds and costs in respect of Rockport Canada ULC ("**Rockport Canada**").

29. For greater certainty, any initial payments or distributions paid from the sales proceeds shall remain subject to final reconciliation based on entry of a final order by this Court or agreement by the parties with respect to the allocation of debt, proceeds, and costs with respect to Rockport Canada; provided, however, that any further reconciliation with regards to payments or distributions made to the DIP ABL Agent for application to the DIP ABL Obligations shall be limited to a determination of an appropriate allocation of debt, proceeds and costs as between Rockport and Rockport Canada and shall not in any way affect or unwind the payment of sale proceeds to the DIP ABL Agent. Notwithstanding anything to the contrary herein, the reservation of rights found in Paragraph 52 of the Final DIP Order, entered on June 29, 2018, remains in full force and effect. For greater certainty, the balance of the sales proceeds shall be held pending further order of this Court, including in respect of the final allocation of proceeds and costs with respect of Rockport Canada.

Consumer Privacy Ombudsman Resolution.

30. The Successful Bidder (i) agrees, except as permitted pursuant to subsection (iii) herein, to honor and adhere to the Debtors' existing Privacy Statements with respect to the Customer and Personal Information acquired from the Debtors, (ii) shall be responsible for any violation of the Debtors' Privacy Statements occurring on or after the Closing Date; and (iii) shall not disclose, sell, or transfer such Customer PII to any third party in a manner that is materially inconsistent with the applicable Debtors' Privacy Statement(s) without obtaining each customer's prior affirmative ("Opt-In") consent.

31. With respect to any consumer whose Personally Identifiable Information that was collected under the Debtors' current Privacy Statement (i.e., the Privacy Statement posted on the Debtors' website to be effective commencing July 2016), the Debtors and/or the Successful Bidder shall provide notice to such consumer whose Personally Identifiable Information is being transferred to the Successful Bidder by notice on the Debtors' websites and by email to the individuals for which the Company has an email address. The Debtors and/or Successful Bidder shall provide such consumers with an opportunity to opt-out of any future use of such Personally Identifiable Information.

Other Provisions

32. Local Texas Tax Authorities: Notwithstanding anything contrary herein, with respect to the proceeds of the sale of any of the Purchased Assets located in the State of Texas, the amount of $7,500 shall be set aside by the Debtors in a segregated account as adequate protection for the secured claims of Dallas County, Harris County and Montgomery County (collectively, the "**Local Texas Tax Authorities**") prior to the distribution of any proceeds to any other creditor. The liens of the Local Texas Tax Authorities shall attach to these proceeds to the same extent and with the same priority as the liens they now hold against the property of the

Debtors. These funds shall constitute adequate protection and shall constitute neither the allowance of the claims of the Local Texas Tax Authorities, nor a cap on the amounts they may be entitled to receive. Furthermore, the claims and liens of the Local Texas Tax Authorities shall remain subject to any objections any party would otherwise be entitled to raise as to the priority, validity or extent of such liens. These funds may be distributed upon agreement between the Local Texas Tax Authorities and the Debtors, or by subsequent order of the Court, duly noticed to the Local Texas Tax Authorities.

33. Directors Guild of America, Inc. Notwithstanding anything to the contrary contained in this Order, the Sale Motion, the Asset Purchase Agreement or the Assumption and Assignment Notices, upon payment of the Cure Costs of $29,326.44, the lease between Debtors and the Directors Guild of America, Inc., for non-residential real property located at 110 W. 57th Street, Third Floor, New York, New York 10019 (including all amendments thereto, and the Settlement and Confidentiality Agreement and Stipulation of Settlement and Surrender Agreement, collectively the "**Assumed Lease**") shall be a Purchased Contract and assumed and assigned to Successful Bidder and Successful Bidder shall be obligated for any rent, fees, charges or other expenses or obligations arising or incurred in the ordinary course under the Assumed Lease, provided that such amounts first become due and payable on or after the Closing Date, regardless of whether such amounts relate to a period of time prior to the assignment of the Assumed Lease to the Successful Bidder.

34. Stella: The objection to the Cure Costs and assumption and assignment of the related Purchased Contracts of Stella International Trading (Macao Commercial Offshore) and Stella International Design Services S.R.L. (collectively, "**Stella**") shall be adjourned to the next omnibus hearing scheduled for July 26, 2018, without prejudice to the rights, remedies claims or

defenses of Stella, the Successful Bidder or the Debtors, including, but not limited to, Stella's rights to cross examine any witnesses whose testimony is provided or proffered at the Sale Hearing. To the extent Stella's objection is resolved prior to the next omnibus hearing, the Debtors, the Successful Bidder and Stella may submit a consensual order resolving such objection under certification of counsel.

35. Adidas: Notwithstanding anything to the contrary herein or in the Asset Purchase Agreement, no provision of the Asset Purchase Agreement, including, without limitation, Section 8.15 of the Asset Purchase Agreement, shall be deemed or construed as a release of any of the Debtors' non-Debtor affiliates from any liabilities and obligations to Adidas or its affiliates with respect to the Adidas Liability.

36. Notwithstanding anything to the contrary herein or in the Asset Purchase Agreement, the entry of this Order shall be without prejudice to, and all entities reserve all of their rights with respect to: (i) the assertion by Adidas and its affiliates that each of the Debtors and their affiliates, including, without limitation, the Acquired Companies, are jointly or severally liable for amounts owed to Adidas or its affiliates in connection with the Master Purchase Agreement, dated as of January 23, 2015, by and among Relay Intermediate, LLC, Reebok International Ltd. and Adidas AG, or any Ancillary Agreements thereto (the "**Closing Liability**"); and (ii) any right of Adidas and its affiliates to assert any claims or causes of action with respect to the Closing Liability against the Debtors' non-Debtor affiliates, including, without limitation, the Acquired Companies, at any time, including after the Closing, if it occurs. Neither the Debtors' entry into the Asset Purchase Agreement nor the Closing, if it occurs, shall have any effect on Adidas' assertion of liability against the Debtors' non-debtor affiliates, including, without limitation, the Acquired Companies, with respect to the Closing Liability,

unless otherwise determined in a final order, which, for the purposes of this paragraph, shall mean an order or judgment of the Court or other court of competent jurisdiction that has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice.

37. Expeditors International of Washington, Inc. Notwithstanding any other provision of this Order or any provision of the Asset Purchase Agreement or the Assumption and Assignment Notices:

A. As to the Expeditors Contracts (as defined in the Expeditors' limited cure objection [Docket No. 302]), "Cure Costs" means such amounts as this Court determines (or the Debtors and Expeditors International of Washington, Inc. ("**Expeditors**") agree in a stipulation filed in these cases), must be paid by the Debtors in accordance with Section 365(b)(1)(A) or (B) Bankruptcy Code.

B. The Successful Bidder shall pay Expeditors' actual and reasonably necessary charges to conduct the physical inventories at Expeditors' facilities in connection with the Closing.

C. As to the precondition to the assumption and assignment of the Expeditors Contracts, at or before the earlier of the Closing or the due date of Expeditors' invoices, the Debtors shall do each of the following:

(1) Pay Expeditors all undisputed charges for services or outlays by Expeditors through the Closing Date.

(2) Create an escrow fund in a cash amount equal to all disputed Cure Costs that Expeditors claims for charges through the Closing Date. If the parties cannot agree on the amount of the disputed charges, such amount shall be determined by the Court. Any liens or claims by anyone other than Expeditors as to such fund shall be subject to Expeditors' claim to its Cure Costs. Such fund may be disbursed only on order of this Court or a written stipulation of the Debtors and Expeditors.

(3) Any liens or claims by anyone other than Expeditors as to such fund shall be subject to Expeditors' claim to its Cure Costs; provided, however, that the terms of this subparagraph and the establishment of the fund shall not otherwise modify the rights of the Senior Secured Noteholders/DIP Note Purchasers under the terms of the Final DIP Order or any related documents.

D. Only the Debtors' full and timely performance of their obligations under subparagraph (C) shall constitute adequate assurance of cure by the Debtors as to the Expeditors Contracts.

E. Expeditors may draw the remaining amount available under its Citizens Bank letter of credit and shall hold the proceeds as cash collateral pending resolution of the Cure Costs. The amount paid by the issuer of the letter of credit shall be deducted from the amount required by clause (C)(2).

Nothing in this paragraph affects the reservations of rights in paragraph (F).

F. The Debtors and Expeditors each reserve all rights, remedies, claims, objections, and defenses with respect to the Cure Costs.

38. Effective upon the Closing Date and except as otherwise provided by stipulations filed with or announced to the Court with respect to a specific matter, all persons and entities are forever prohibited and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Successful Bidder, its successors and assigns, or the Purchased Assets, with respect to (a) any Lien or Encumbrance on, or Claim affecting, or interest in, the Purchased Assets arising prior to the Closing of the Sale; (b) all claims for successor liability or similar theories under applicable state, provincial or federal law or otherwise with respect to the Purchased Assets; or (c) revoking, terminating or failing or refusing to renew any license, permit or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with the Purchased Assets.

39. Except as to Assumed Liabilities and Permitted Encumbrances, to the greatest extent allowed by applicable law, the Successful Bidder shall not have any successor, transferee, derivative, or vicarious liabilities of any kind or character for any Interests or Claims, including under any theory of successor or transferee liability, de-facto merger, or continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, whether derivatively, vicariously, as transferee or successor or otherwise, asserted or unasserted, liquidated or unliquidated, of any kind, nature, or character whatsoever, including, without limitation, with respect to any of the following: (a) any foreign, federal, state

or local revenue, pension, ERISA, tax, labor, employment (including the Worker Adjustment and Retraining Act of 1988), antitrust, environmental, or other law, rule, or regulation; (b) any products liability law, rule, regulation, or doctrine with respect to the Debtors' liability under such law, rule, regulation, or doctrine, or under any product warranty liability law or doctrine; (c) any employment or labor agreements, consulting agreements, severance arrangements, change-in-control agreements, or other similar agreement to which the Debtors are a party; (d) any welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of the Debtors; (e) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation, or other employee benefit plans, agreements, practices and programs, or obligations that might otherwise arise from or pursuant to (i) ERISA, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the Worker Adjustment and Retraining Act of 1988 (the "WARN Act"), (vii) the Age Discrimination in Employment Act, as amended, of 1967, (viii) the Americans with Disabilities Act of 1990, (ix) the Consolidated Omnibus Budget Reconciliation Act of 1985, (x) the Multiemployer Pension Plan Amendments Act of 1980, (xi) state and local discrimination laws, (xii) state and local unemployment compensation laws or other similar state and local laws, (xiii) state workers' compensation laws, and (xiv) any other state, local, or federal employee benefit laws, regulations, or rules or other state, local, or federal laws, regulations, or rules relating to wages, benefits, employment, or termination of employment with any or all Debtors or any predecessors and (f) any liability to any employee of a Debtor, in connection with, salaries, wages, benefits, vacation, expenses or other compensation or remuneration or in connection with any workers' compensation or other employee health,

accident, disability, or safety claims and (g) any acts or omissions of any Debtor in the conduct of the Business or arising under or related to the Purchased Assets. Neither the Successful Bidder nor any of its affiliates is holding itself out to the public as a continuation of any of the Debtors. Neither the Successful Bidder nor any of its affiliates is a successor to any of the Debtors or their estates, and none of the transactions contemplated by the Asset Purchase Agreement, including, without limitation, the Sale and the assumption and assignment of the Purchased Contracts amounts to a consolidation, merger, or de facto merger of the Successful Bidder or any of its affiliates with or into any of the Debtors.

40. The Successful Bidder has not merged with or into the Debtors and is not a mere or substantial continuation of the Debtors or the enterprises of the Debtors. Without limiting the foregoing, Purchaser is not a successor employer (including as described under COBRA and applicable regulations thereunder) to any Debtor, including with respect to any Benefit Plan. Neither the Successful Bidder nor any of its affiliates, successors, or assigns are, and none of them shall be deemed or considered to be, liable for any acts or omissions of any Debtor in the conduct of the Business arising under or related to the Purchased Assets other than as set forth in the Asset Purchase Agreement, in each case by any law or equity, and the Successful Bidder has not assumed nor is it in any way responsible for any liability or obligation of the Debtors or the Debtors' estates, except as otherwise set forth in the Asset Purchase Agreement.

41. Except for the Permitted Encumbrances, the Assumed Liabilities or as otherwise expressly set forth in the Asset Purchase Agreement, the Successful Bidder shall not have any liability for any Claim of the Debtors or any obligation of the Debtors arising under or related to any of the Purchased Assets. Without limiting the generality of the foregoing, and except for the Permitted Encumbrances and the Assumed Liabilities provided in the Asset Purchase

Agreement, the Successful Bidder shall not be liable for any Claims against the Debtors or any of their predecessors or affiliates solely by virtue of its acquisition of the Purchased Assets. By virtue of the Sale, the Successful Bidder and its affiliates, successors and assigns shall not, and shall not be deemed or considered to: (i) be the successor of, or successor to, any Seller; (ii) be a successor employer (including as described under COBRA and applicable regulations thereunder) to any Seller, including with respect to any Benefit Plan; (iii) have, de facto or otherwise, merged with or into any Seller; (iv) be a mere continuation or substantial continuation of any Seller or the enterprise(s) of any Seller; or (v) be liable for any acts or omissions of any Seller in the conduct of the Business or arising under or related to the Purchased Assets other than as set forth in the Asset Purchase Agreement, in each case by any law or equity, and the Successful Bidder has not assumed nor is it in any way responsible for any liability or obligation of the Debtors or the Debtors' estates, except with respect to the Permitted Encumbrances and the Assumed Liabilities. The Successful Bidder shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor law, *de facto* merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, 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 any of the Purchased Assets prior to the Closing.

42. The substantial consideration given by the Successful Bidder under the Asset Purchase Agreement shall constitute valid and valuable consideration for the release of any potential claims against the Successful Bidder for successor liability or similar theories under

applicable state, provincial or federal law or otherwise with respect to the Purchased Assets, which release shall be deemed to have been given in favor of the Successful Bidder by all holders of Claims against the Debtors or of any Liens or Encumbrances with respect to the Purchased Assets.

43. The transactions contemplated by the Asset Purchase Agreement are undertaken by the Successful Bidder without collusion and in good faith, as that term is defined 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 (including the assumption and assignment of the Purchased Contracts), unless such authorization and such Sale are duly stayed pending such appeal. The Successful Bidder is a good faith buyer within the meaning of Section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of Section 363(m) of the Bankruptcy Code.

44. Upon the closing of the Sale, the Debtors and their estates shall be deemed to have waived any and all actions related to, and released, the Successful Bidder, its affiliates and their respective property (including, without limitation, the Purchased Assets) from any and all claims or causes of action of any kind, whether known or unknown, now existing or hereafter arising, asserted or unasserted, mature or inchoate, contingent or non-contingent, liquidated or unliquidated, material or nonmaterial, disputed or undisputed, and whether imposed by agreement, understanding, law, equity, or otherwise, related to or arising out of the Chapter 11 Cases, the formulation, preparation, negotiation, execution, delivery, implementation or consummation of the transactions contemplated by the Asset Purchase Agreement, including, without limitation, the Sale and the assumption and assignment of the Purchased Contracts, or any other contract, instrument, release, agreement, settlement or document created modified,

amended, terminated or entered into in connection with the Asset Purchase Agreement, except to the extent specifically assumed or established under the Asset Purchase Agreement or this Order, including any rights and remedies thereunder.

45. The Debtors are authorized to enter into the releases that are to be delivered at the Closing pursuant to Section 4.2(i) of the Asset Purchase Agreement, in the form of the exhibit attached to the Asset Purchase Agreement.

46. Pursuant to Bankruptcy Rules 7062, 9014, 6004(h) and 6006(d), this Order shall be effective immediately upon entry and the Debtors and the Successful Bidder are authorized to close the Sale immediately upon entry of this Order.

47. As provided in the Asset Purchase Agreement, this Order approves and provides for the transfer to the Successful Bidder of the Purchased Avoidance Actions (as defined in the Asset Purchase Agreement).

48. No bulk sales law or any similar law of any state, provincial or other jurisdiction applies in any way to the Sale.

49. The failure specifically to include any particular provision of the Asset Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety.

50. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented 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 does not have a material adverse effect on the Debtors' estates or on the interests of the Successful Bidder.

51. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

52. The automatic stay pursuant to Section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of this Court, to (i) allow the Successful Bidder to deliver any notice provided for in the Asset Purchase Agreement or any ancillary documents and (ii) allow the Successful Bidder to take any and all actions permitted under the Asset Purchase Agreement and any ancillary documents in accordance with the terms and conditions thereof.

53. Nothing in this Order shall modify or waive any closing conditions or termination rights in the Asset Purchase Agreement, and all such conditions and rights shall remain in full force and effect in accordance with their terms.

54. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion filed in these Chapter 11 Cases, the terms of this Order shall govern. For the avoidance of doubt, the terms of any plan of reorganization or liquidation, or otherwise, submitted to this Court or any other court for confirmation or sanction shall not conflict with, supersede, abrogate, nullify, modify or restrict the terms of the Asset Purchase Agreement or this Order or the rights of Successful Bidder thereunder or hereunder, or in any way prevent or interfere with the consummation or performance of the transactions contemplated by this Asset Purchase Agreement or this Order.

55. The failure specifically to include any particular provisions of the Asset Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement is authorized and approved in its entirety.Any foreign court or tribunal having jurisdiction with respect to any of the Debtors is

hereby requested to recognize and to give full force and effect to the terms of this Order and to assist Rockport Blocker, LLC, in its capacity as the foreign representative of the other Debtors (the "**Foreign Representative**"), and any of its agents in carrying out and implementing the terms of this Order and to make such orders and to provide such assistance to the Foreign Representative, any of the Debtors or the Successful Bidder as may be necessary or desirable, in order to give full force and effect to any and all documents instruments necessary and appropriate to consummate the transactions contemplated by the Agreement and this Order.

56. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Asset Purchase Agreement, all amendments thereto and any releases, waivers and consents hereunder and thereunder, and each of the agreements executed in connection therewith to which any of the Debtors are a party or which has been assigned by the Debtors to the Successful Bidder, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to any of the foregoing.

Dated: July 18, 2018
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE

Execution Version

ASSET PURCHASE AGREEMENT

BY AND AMONG

ROCKPORT BLOCKER, LLC

THE SUBSIDIARIES LISTED ON ANNEX A

AND

CB MARATHON OPCO, LLC

Dated as of May 13, 2018

ARTICLE V

TABLE OF ANNEXES, EXHIBITS AND SCHEDULES

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Schedule 5.24	Brokers
Schedule 6.7(c)	Items Prohibitive to Financing
Schedule 7.1(b)	Permitted Persons
Schedule 8.3(a)	Required Consents
Schedule 8.6(a)	Exceptions to Conduct of Business Covenants
Schedule 8.15(a)	Excluded Stores
Schedule 8.15(b)	Acquired Stores
Schedule 9.1	Seller Business Employees Not Offered Employment

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of May 13, 2018 (this "Agreement"), by and among ROCKPORT BLOCKER, LLC, a Delaware limited liability company (the "Company"), THE DIRECT OR INDIRECT WHOLLY OWNED SUBSIDIARIES OF THE COMPANY LISTED ON ANNEX A (the "Seller Subsidiaries" and, together with the Company, each a "Seller" and collectively, "Sellers"), and CB Marathon Opco, LLC, a Delaware limited liability company ("Purchaser"). Sellers and Purchaser are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

W I T N E S S E T H:

WHEREAS, certain of Sellers will file a voluntary petition for relief (the "Bankruptcy Case") on or about May 14, 2018 under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS certain of the Sellers will commence an ancillary proceeding (the "Ancillary Proceeding") under Part IV of the Companies' Creditors Arrangement Act ("CCAA") in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") to seek recognition of the Bankruptcy Case and certain Orders entered in the Bankruptcy Case;

WHEREAS, Sellers and the Acquired Companies currently operate the Business;

WHEREAS, Sellers desire to sell, transfer and assign to Purchaser, and Purchaser desires to purchase, acquire and assume from Sellers, all of the Purchased Assets and Assumed Liabilities (each as defined below), all as more specifically provided herein;

WHEREAS, contemporaneously with the execution and delivery of this Agreement, as a condition and material inducement to the Sellers' execution and delivery of this Agreement, Charlesbank Equity Fund IX Limited Partnership (the "Equity Commitment Party") is executing and delivering to the Sellers an Equity Commitment Letter, in the form attached hereto as Exhibit A (the "Equity Commitment Letter"), pursuant to which, and subject to the terms and conditions thereof, the Equity Commitment Party has committed to invest in Purchaser, directly or indirectly, the cash amounts set forth therein for the purpose of funding the Purchaser Closing Date Payment Amount (the "Equity Financing"), which Equity Commitment Letter provides that the Company is a party thereto with the rights as set forth therein;

WHEREAS, prior to Closing, certain Business Employees may enter into employment agreements with Purchaser, which agreements shall automatically become effective as of the Closing;

WHEREAS, on or prior to the Closing Date and in all events prior to the Closing, Rockport UK Holdings Ltd. ("Rockport UK") will distribute all of the equity interests of

Rockport Canada Holdings Ltd. to The Rockport Company, LLC (the "Rockport Company" and, such process, the "Pre-Closing Reorganization");

WHEREAS, the Purchased Assets will be sold pursuant to the Sale Order approving the sale of the Purchased Assets under Section 363 of the Bankruptcy Code, which shall include the concurrent assignment to Purchaser of the Purchased Contracts under Section 365 of the Bankruptcy Code and the terms and conditions of this Agreement;

WHEREAS, Sellers desire to sell the Purchased Assets and to assign the Purchased Contracts to further their restructuring efforts in the Bankruptcy Case;

WHEREAS, to induce the Parties to enter into this Agreement and consummate the transactions contemplated hereby, the Parties desire to make certain representations, warranties, covenants and other agreements in connection with the Transactions as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Definitions. Initially capitalized terms used in this Agreement shall have the meanings specified in Annex B.

1.2 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars. Any reference in this Agreement to "$" means U.S. dollars.

(iii) Annexes, Exhibits and Schedules. All Annexes, Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any

Annex, Exhibit or Schedule but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(v) Headings. The provision of the Table of Contents of this Agreement, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Article" or "Section" are to the corresponding Article or Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(viii) Or. The word "or" shall not be construed as meaning exclusive.

(b) The Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

ARTICLE II

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall purchase, acquire and accept from Sellers, and Sellers shall sell, transfer, assign, convey and deliver to Purchaser, all of each Seller's right, title and interest in and to the following assets to the extent related to the Business (but, for the avoidance of doubt, excluding the Excluded Assets) (collectively, the "Purchased Assets"):

(a) all Accounts Receivable (other than as set forth in Section 2.2(c));

(b) the Acquired Store Cash Amount;

(c) all Inventory other than Excluded Inventory;

(d) except as otherwise set forth in Section 2.2(n), all rights relating to deposits (including customer deposits and security deposits for rent, utilities, telephone or otherwise), prepaid or deferred charges and expenses related to the Purchased Contracts; provided, however, all rights relating to deposits and prepaid charges and expenses paid in connection with or relating to any Excluded Assets shall be Excluded Assets;

(e) the Furniture and Equipment other than Excluded Furniture and Equipment;

(f) the Purchased Intellectual Property which, for the avoidance of doubt, shall be transferred pursuant to the IP Assignment Agreements and not this Agreement;

(g) the Purchased Contracts;

(h) all of the Real Property Documents that are not Excluded Occupancy Agreements;

(i) all Documents (other than those described in Section 2.2(j)) to the extent not prohibited by applicable Laws;

(j) all Permits used in the Business and pending applications therefor;

(k) all rights under or pursuant to all representations, warranties and guarantees made by suppliers, manufacturers and contractors to the extent relating to products sold, or services provided to, any Seller under any Purchased Contract, other than any representations, warranties and guarantees pertaining to any Excluded Assets or rights and defenses pertaining to any Excluded Liabilities;

(l) all goodwill and other intangible assets associated with the Business;

(m) the Purchased Equity Interests;

(n) all rights of Sellers under non-disclosure or confidentiality, non-compete, non-solicitation or no-hire agreements relating to the Purchased Assets, the Assumed Liabilities (or any portion of the foregoing);

(o) any rights, claims or causes of action of any Seller against Third Parties relating to the Purchased Assets or the Assumed Liabilities as of the Closing, or of any kind against any Acquired Company, and all rights of indemnity, warranty rights, rights of contribution, rights to refunds (other than Tax refunds), rights of reimbursement and other rights

of recovery, including insurance proceeds, possessed by Sellers as of the Closing (regardless of whether such rights are currently exercisable) to the extent related to any Acquired Company, Purchased Asset or Assumed Liability;

(p) all Avoidance Actions (whether known or unknown, contingent or otherwise) accruing or arising prior to the Closing Date against (a) any of the Acquired Companies; (b) any counterparty to a Purchased Contract; (c) any vendor, supplier, lessor or other Person listed on Schedule 2.1(p); or (d) any Transferred Employee (collectively, the "Purchased Avoidance Actions");

(q) to the extent transferable, all rights in connection with and assets of the Transferred Plans; and

(r) to the extent transferable, all rights of indemnity pursuant to section 10.1.1(a) of the Master Purchase Agreement, dated as of January 23, 2015, by and among Relay Intermediate, LLC, Reebok International Ltd. and Adidas AG.

For the avoidance of doubt, to the extent that any of the assets described in this Section 2.1 are owned by one or more Acquired Company, such assets shall not be transferred pursuant to the Transactions and shall, after the Closing, remain assets of the applicable Acquired Companies.

2.2 Excluded Assets. Nothing contained herein shall be deemed to sell, transfer, assign or convey to Purchaser any of the Excluded Assets, and Sellers shall retain all right, title and interest to, in and under the Excluded Assets. "Excluded Assets" means all assets of Sellers other than Purchased Assets, including all of the following assets, properties, interests and rights of any one or more of Sellers:

(a) all deposit accounts and other bank or securities accounts of Sellers (the "Retained Accounts"), and all Cash and Cash Equivalents, bank deposits or similar cash items or securities in the Retained Accounts as of the Measurement Time;

(b) the Excluded Store Cash Amount;

(c) the Excluded Contracts and any Account Receivable related thereto;

(d) the Excluded Permits;

(e) the Excluded Occupancy Agreements;

(f) the Excluded Inventory;

(g) the Excluded Furniture and Equipment;

(h) all rights relating to deposits, retainers, prepaid or deferred charges and expenses paid in connection with or relating to any Excluded Assets including retainers or prepaid charges and expenses for Sellers' professional advisors;

(i) any Documents exclusively related to, or that are required to realize the benefits or fulfill the obligations, as applicable, of any Excluded Assets or Excluded Liabilities and;

(j) any (i) personnel and medical records pertaining to current or former directors, managers, officers, consultants or employees of or providing services to any Seller to the extent such Seller is required by Law to retain such records, (ii) books and records that any Seller is required by Law to retain or that any Seller determines are necessary or advisable to retain, including Tax Returns, financial statements, and corporate or other entity filings, (iii) Organizational Documents, qualifications to do business, taxpayer and other identification numbers, minute books, limited liability company interests, ledgers or certificates of any Seller, or any other documentation related to governance, organization, maintenance or existence of any Seller, and (iv) documents relating to the sale of the Business and proposals to acquire the Business by Persons other than Purchaser (including non-disclosure or confidentiality agreements entered into by any Seller in connection with the proposed sale of all or a portion of its assets whether contemplated by the Bidding Procedures Order or otherwise, but in all cases other than as set forth in Section 2.1(n));

(k) any Permit that is not assignable or that is not permitted to be transferred to Purchaser, in each case under applicable Law;

(l) any claim, right to or interest in a refund of, or credit or prepayment of or against, Excluded Taxes, together with any interest due thereon or penalty rebate arising therefrom;

(m) all insurance policies and binders, all claims, refunds and credits from insurance policies or binders due or to become due with respect to such policies or binders and all rights to proceeds thereof (other than as described in Section 2.1(o));

(n) all adequate assurance deposits authorized by the Bankruptcy Court in the Bankruptcy Case and funded pursuant to Section 366 of the Bankruptcy Code that are held by or for the benefit of utilities in connection with the Business;

(o) all Documents prepared in connection with this Agreement or the Transactions contemplated hereby or relating to the Bankruptcy Case;

(p) any rights, claims or causes of action of any of Sellers (a) against Third Parties relating to Excluded Assets or Excluded Liabilities or (b) against Sellers (regardless of whether or not such claims and cause of action have been asserted by Sellers);

(q) all rights and/or claims of any Seller relating to or arising under the Transaction Documents (including the right to receive the Purchase Price);

(r) all Privileged Communications;

(s) all rights in connection with and assets of the Benefit Plans other than the Transferred Plans;

(t) all Equity Interests of any Seller;

(u) any rights, claims or causes of action, of any kind or any nature whatsoever, of any of Sellers against any of their Affiliates or any of Sellers' or their Affiliates' former or current officers, directors, managers, members or unitholders, including claims for indemnification or contribution;

(v) Tax Returns and other books and records relating to Taxes paid or payable by Sellers or their Affiliates;

(w) the Excluded IT Assets;

(x) all Avoidance Actions that are not Purchased Avoidance Actions; and

(y) those assets listed on Schedule 2.2(y), which Schedule may be modified by Purchaser from the Effective Date through two (2) days prior to the day of the Closing (or such later date to the extent set forth in Section 7.2).

For the avoidance of doubt, to the extent that any of the assets described in this Section 2.2 are owned by one or more Acquired Company, such assets shall, after the Closing, remain assets of the applicable Acquired Companies.

2.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall assume and agrees to pay, perform and discharge when due in accordance with their respective terms, the following Liabilities of Sellers (collectively, the "Assumed Liabilities"):

(a) all Liabilities arising from the Purchaser's ownership of the Purchased Assets after the Closing Date, it being understood that Liabilities arising from Sellers' ownership of the Purchased Assets or the operation of the Business prior to the Closing Date shall not constitute Assumed Liabilities regardless of when the obligation to pay such Liabilities arises other than to the extent contemplated by Section 2.3(d) or Section 2.3(e);

(b) all Liabilities for Taxes imposed with respect to, arising out of or relating to the Purchased Assets, the Assumed Liabilities or the Business other than Excluded Taxes;

(c) all Liabilities relating to the termination of any Transferred Employees on or following the Closing Date, including all Liabilities related to the WARN Laws, to the extent applicable, for any action resulting from separation of employment of the Transferred Employees on or after the Closing Date;

(d) (i) all Purchaser Paid Cure Costs; and (ii) all Accounts Payable.

(e) all Liabilities specifically assumed by Purchaser pursuant to ARTICLE IX; and

(f) all Transfer Taxes; and

(g) those Liabilities listed on Schedule 2.3(g).

2.4 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, Purchaser shall not assume and shall not be obligated to assume or be obliged to pay, perform or otherwise discharge, and Sellers shall be solely and exclusively liable with respect to, any Liability of any Seller that is not an Assumed Liability (collectively, the "Excluded Liabilities"), including:

(a) all Liabilities relating to the Excluded Assets, including the Excluded Contracts;

(b) all Liabilities for Excluded Taxes;

(c) all Liabilities relating to any Indebtedness of any Seller;

(d) all Claims arising prior to the Closing Date, unless such Claims are Assumed Liabilities;

(e) all Liabilities relating to amounts required to be paid by Sellers under the Transaction Documents;

(f) all Liabilities of Sellers relating to legal services, accounting services, financial advisory services, investment banking services or any other professional services or other Third-Party costs or expenses performed in connection with the Transaction Documents, the Transactions or the Bankruptcy Case;

(g) except to the extent specifically provided in Section 2.3(c), Section 2.3(e) or ARTICLE IX, all Liabilities arising out of, relating to or with respect to any Benefit Plans, employment or performance of services, termination of employment or services by any Seller of any individual before the Closing Date;

(h) all litigation, claims or Proceedings relating to the Sellers existing as of the Closing Date or arising as a result of events that occurred prior to the Closing;

(i) all Liabilities relating to (including amounts or notice due to) employees, former employees, consultants, former consultants or retirees of the Sellers based on or arising under such Person's employment or engagement with one or more Seller or the termination of such employment or engagement with one or more Sellers, including any amounts due to such Persons and any Liability relating to the WARN Laws with respect to the Non-Transferred Employees;

(j) all Cure Costs other than the Purchaser Paid Cure Costs; and

(k) those Liabilities listed on Schedule 2.4(k).

2.5 No Successor Liability. The Parties intend that, except for the Assumed Liabilities, upon the Closing Purchaser shall not, and shall not be deemed to: (a) be the successor of, or successor to, any Seller; (b) be a successor employer (including as described under COBRA and applicable regulations thereunder) to any Seller, including with respect to any Benefit Plan; (c) have, de facto or otherwise, merged with or into any Seller; (d) be a mere continuation or substantial continuation of any Seller or the enterprise(s) of any Seller; or (e) be liable for any acts or omissions of any Seller in the conduct of the Business or arising under or related to the Purchased Assets other than as set forth in this Agreement. The Parties agree that the provisions substantially in the form of this Section 2.5 shall be reflected in the Sale Order.

2.6 Assignment of Contracts; Cure Amounts and Deemed Consent.

(a) At the Closing and pursuant to Section 365 of the Bankruptcy Code and the Sale Order, Sellers shall assume and assign to Purchaser, and Purchaser shall assume from Sellers, the Contracts of Sellers set forth on Schedule 2.6(a), which Schedule may be supplemented or revised by Purchaser until two (2) days prior to the day of the Closing (or such later date to the extent set forth in Section 7.2). Purchaser may designate any Contract of Sellers as a Purchased Contract by listing such Contract on Schedule 2.6(a), which Schedule may be supplemented or revised by Purchaser until two (2) days prior to the day of the Closing (or such later date to the extent set forth in Section 7.2). Any Contracts of Sellers that are not set forth on Schedule 2.6(a) shall be deemed to be Excluded Contracts. Sellers shall neither assume nor assign any Excluded Contracts to Purchaser. With respect to any particular Purchased Contract, the effective date of the assignment to Purchaser shall be no sooner than the later to occur of (x) the Closing Date or (y) (i) the date the Bankruptcy Court authorizes and approves the assignment of such Purchased Contract to Purchaser or (ii) in the case of a Purchased Contract with the Canadian Seller, the Canadian Court approves the assignment or the consent of the other party to the assignment is obtained.

(b) Subject to Section 7.2(c), or as soon as practicable after the Closing, (i) Purchaser shall pay, or cause to be paid, all Cure Costs that constitute Purchaser Paid Cure Costs and (ii) Sellers shall pay all Cure Costs other than Purchaser Paid Cure Costs.

(c) For all purposes of this Agreement (including all representations and warranties of Sellers contained herein), Sellers shall be deemed to have obtained all required consents in respect of the assignment of any Purchased Contract and to have cured all defaults thereunder if, and to the extent that, pursuant to the Sale Order or, following entry of the Sale Order, pursuant to a Disputed Contract Order, Sellers are authorized and directed to assume and assign the Purchased Contracts to Purchaser pursuant to Section 365 of the Bankruptcy Code or, in the case of a Purchased Contract with the Canadian Seller, the Canadian Court approves the assignment or the consent of the other party to the assignment is obtained.

2.7 Further Conveyances; Nonassignable Assets.

(a) From time to time following the Closing and at the sole cost and expense of Purchaser, Sellers and Purchaser shall execute, acknowledge and deliver all such further conveyances, notices, assumptions and such other instruments, and shall take such further actions as may be reasonably necessary or appropriate to assure fully to Purchaser and its successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement and the Transaction Documents and to assure fully to Sellers and its Affiliates and their successors and assigns, the assumption of the Assumed Liabilities and to otherwise make effective the Transactions. Notwithstanding the foregoing, nothing in this Section 2.7(a) or this Agreement (including Section 8.6) shall require any Seller to remain a validly existing entity beyond the Closing Date or to take any action, perform any obligations, or comply with any terms or covenants set forth in this Section 2.7(a) after the Closing Date if such Seller's entity existence has ceased or has been cancelled.

(b) Purchaser shall use commercially reasonable efforts to cooperate with Sellers and provide Sellers with information reasonably sufficient to enable Sellers to demonstrate adequate assurance of future performance (as required by Section 365 of the Bankruptcy Code) as to Purchaser with respect to any Purchased Contract.

(c) Nothing in this Agreement or the other Transaction Documents, nor the consummation of the Transactions shall be construed as an attempt or agreement to assign any Purchased Assets which by their terms or under applicable Law are nonassignable without the Consent of a Third Party or a Governmental Body or are cancellable by a Third Party in the event of an assignment without Consent (the "Nonassignable Assets") unless and until such consent shall have been obtained or the Bankruptcy Court has authorized such assignment without such Consent. When and if any such Consents are obtained, to the extent permitted by applicable Law and the terms of the applicable Nonassignable Asset, the assignment of the Nonassignable Asset subject thereto shall become effective automatically as of the date hereof,

without further action on the part of any party. The parties agree to use their commercially reasonable efforts to obtain on a timely basis the consents required to assign the Nonassignable Assets; provided, however, that such efforts shall not require any Seller or any of its Affiliates to incur any expenses or Liabilities or provide any financial accommodation or to remain secondarily or contingently liable for any Assumed Liability to obtain such Consent. In the event Consents to the assignment of a Nonassignable Asset cannot be obtained or the Bankruptcy Court has not authorized such assignment without such Consent, to the extent permitted by applicable Law and the terms of the applicable Nonassignable Asset, such Nonassignable Asset shall be held from and after the Closing Date, by Sellers in trust for Purchaser and the covenants and obligations thereunder shall be performed by Purchaser in the name of Sellers and all benefits, obligations and liabilities (including Tax liabilities) existing thereunder shall be for Purchaser's account and shall be deemed an Assumed Liability under this Agreement.

2.8 Bulk Sales Laws. Purchaser hereby acknowledges that Sellers will not comply with any "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the sale and transfer of any or all of the Purchased Assets to Purchaser and waives compliance by Sellers with the requirements and provisions thereof with respect to the Purchased Assets.

2.9 Designation of Affiliates by Purchaser. Prior to the Closing, upon at least three (3) day's prior written notice to the Company, Purchaser may designate one or more Affiliates to acquire all or part of the Purchased Assets at the Closing, and assume all or part of the Assumed Liabilities at the Closing, in which event all references to "Purchaser" herein shall be deemed to refer to Purchaser and/or such Affiliates, as applicable; provided, however, that no such designation shall in any event limit or affect the obligations of Purchaser under this Agreement to the extent not performed by such Affiliate(s).

ARTICLE III

CONSIDERATION

3.1 Consideration and Closing Payment Determination.

(a) Purchase Price. The consideration to be paid at the Closing for the Purchased Assets (the "Purchase Price") shall consist of (i) an amount equal to (A) $150,000,000 (the "Base Cash Amount") *plus* (B) the amount (if any) by which the Estimated Consolidated Working Capital exceeds the Target Consolidated Working Capital *minus* (C) the amount (if any) by which the Target Consolidated Working Capital exceeds the Estimated Consolidated Working Capital, *plus* (D) the Estimated Acquired Companies Closing Cash, *minus* (E) the Estimated Acquired Companies Closing Indebtedness, *minus* (F) the Estimated Acquired Companies Transaction Expenses *plus* (G) the Estimated NAM Store Inventory Amount (the "Initial Cash Consideration"), (ii) a warrant to purchase up to 5% of the common equity of the indirect parent of Purchaser ("Parent Holdco") at an exercise price equal to 2.5 times the price of the equity invested by the Equity Commitment Party in Parent Holdco as of the Closing Date,

substantially in the form of Exhibit B (the "Warrant") *and* (iii) the assumption of the Assumed Liabilities.

(b) Deposit. On the Effective Date, Purchaser, the Company and the Escrow Agent shall execute and deliver to each other an escrow agreement in the form of Exhibit C (the "Escrow Agreement") and Purchaser shall deposit with the Escrow Agent $15,000,000 (the "Deposit") pursuant to the terms thereof. The Deposit shall not be subject to any Encumbrance, attachment, trustee process or any other judicial process of any creditor of Sellers or Purchaser, except that Sellers' right, title and interest in the Deposit under this Agreement and applicable Law shall be subject to a lien and security interest granted by any Seller to the Escrow Agent (to the extent required by the Escrow Agreement). Interest accrued on the Deposit shall become a part of the Deposit (such collective amount, the "Deposit Amount") and shall be paid to the Party entitled to the Deposit in accordance with Section 3.1(c). The Deposit Amount shall be credited to the Purchase Price if the Closing occurs, and otherwise distributed pursuant to the Escrow Agreement.

(c) Disbursement of the Deposit Amount. The Deposit Amount shall be held and disbursed pursuant to the terms of the Escrow Agreement, the Bidding Procedures Order and this Agreement, including:

(i) If the Closing shall occur, then the Deposit Amount shall be credited against the Purchase Price and the Deposit Amount *less* the Adjustment Escrow Amount shall be delivered to the Sellers;

(ii) If this Agreement is terminated pursuant to and in accordance with any provision of Section 4.4 other than Section 4.4(f), then the Deposit Amount shall be promptly returned to Purchaser and, in any event, no later than three (3) Business Days after such termination; or

(iii) If this Agreement is terminated by Sellers pursuant to and in accordance with Section 4.4(f), then the Deposit Amount shall be promptly delivered to Sellers and, in any event, no later than three (3) Business Days after such termination.

(d) Purchaser Closing Date Payments. At the Closing, Purchaser shall pay, or cause to be paid, by wire transfer:

(i) an amount equal to the Initial Cash Consideration *minus* the Deposit Amount (the "Purchaser Closing Date Payment Amount") *minus* the Adidas Liability Escrow Amount to the Sellers pursuant to wire instructions delivered to Purchaser by Sellers at least three (3) Business Days prior to the Closing Date;

(ii) an amount equal to the Adidas Liability Escrow Amount to the Adidas Liability Escrow Account;

(iii) an amount equal to Payoff Estimated Acquired Companies Closing Indebtedness, on behalf of the Acquired Companies, in accordance with the Payoff and Release Documentation; and

(iv) an amount equal to the aggregate Estimated Acquired Companies Transactions Expenses, on behalf of the applicable Acquired Companies, to the Persons entitled thereto, in each case, in accordance with instructions to be delivered to Purchaser by Sellers at least three (3) Business Days prior to the Closing Date.

3.2 Purchase Price Adjustment.

(a) The Company, on behalf of itself and all other Sellers, shall deliver to Purchaser no later than three (3) Business Days prior to the Closing Date, a written statement (the "Estimated Closing Statement") setting forth Sellers' good faith estimate of (i) Consolidated Working Capital (the "Estimated Consolidated Working Capital"), (ii) the Acquired Companies Closing Cash ("Estimated Acquired Companies Closing Cash"), (iii) the Acquired Companies Closing Indebtedness ("Estimated Acquired Companies Closing Indebtedness"), (iv) the Acquired Companies Transaction Expenses ("Estimated Acquired Companies Transaction Expenses") and (v) the NAM Store Inventory Amount, if any (the "Estimated NAM Store Inventory Amount"), together with any information that Purchaser has reasonably requested to verify the amounts reflected in the Estimated Closing Statement. The Estimated Consolidated Working Capital, Estimated Acquired Companies Closing Cash, Estimated Acquired Companies Closing Indebtedness, Estimated Acquired Companies Transaction Expenses and Estimated NAM Store Inventory Amount shall be prepared consistently with the Accounting Principles and in accordance with the definitions within this Agreement. The Company shall consider in good faith any comments to the Estimated Closing Statement and the estimated amounts set forth therein from Purchaser.

(b) No later than sixty (60) days following the Closing Date, Purchaser shall prepare and deliver to the Company a written statement (the "Adjustment Statement"), setting forth Purchaser's good faith calculation of (i) Consolidated Working Capital, (ii) the Acquired Companies Closing Cash, (iii) the Acquired Companies Closing Indebtedness, (iv) the Acquired Companies Transaction Expenses and (v) the NAM Store Inventory Amount, in each case in accordance with the Accounting Principles and the definitions in this Agreement, together with any information that the Company has reasonably requested to verify the amounts reflected in the Adjustment Statement. After Purchaser's delivery of the Adjustment Statement to the Company, Purchaser shall provide the Company and its Representatives access at reasonable times during normal business hours, and on reasonable notice (with two (2) Business Days prior written notice being reasonable), to the personnel, properties, books and records of Purchaser and the Acquired Companies for the purpose of its review of the Adjustment Statement.

(c) If the Company, acting on behalf of one or more of Sellers, objects to all or part of the calculation of the Adjustment Statement as delivered by Purchaser, the Company

must deliver to Purchaser written notice of such objections (the "Sellers' Objection Notice") not more than thirty (30) days after the date the Company receives the Adjustment Statement from Purchaser. The Sellers' Objection Notice, if any, shall specify in reasonable detail the nature and amount of any and all items in dispute, the amounts of any proposed adjustments and the basis for the Company's proposed adjustments. If the Company does not deliver the Sellers' Objection Notice to Purchaser within such thirty (30) day period, or if a notice is provided by the Company that does not specify which items and amounts set forth in the Adjustment Statement are in dispute, then the Adjustment Statement, or such undisputed items or amounts reflected in the Adjustment Statement, shall be deemed to be accepted by the Company, acting on behalf of all of Sellers, and shall be final, conclusive and binding on the Parties. If the Company delivers the Sellers' Objection Notice to Purchaser, on behalf of itself or of any one or more of Sellers, within such thirty (30) day period, Purchaser and the Company shall use commercially reasonable efforts to resolve all objections relating to the Adjustment Statement and any determination resulting from such good faith negotiations and agreed to by the Company and Purchaser shall be final, conclusive and binding on the Parties.

(d) If Purchaser and the Company do not reach a final resolution of all such objections within thirty (30) days of Purchaser's receipt of the Sellers' Objection Notice, Purchaser and the Company shall submit the issues remaining in dispute to the Neutral Auditor for resolution. The Company, acting on behalf of all Sellers, and Purchaser each agree to sign a customary engagement letter, if requested to do so by the Neutral Auditor. Sellers, Purchaser and their respective Representatives shall cooperate fully with the Neutral Auditor. The Neutral Auditor, acting as an expert and not as an arbitrator, shall resolve such disputed items and determine the values to be ascribed thereto, and using those values (together with other items not in dispute) shall determine the Final Consolidated Working Capital, Final Acquired Companies Closing Cash, Final Acquired Companies Closing Indebtedness, Final Acquired Companies Transaction Expenses and Final NAM Store Inventory Amount. Any documents submitted by either Purchaser or the Company to the Neutral Auditor, either unilaterally or at the Neutral Auditor's request, shall be simultaneously submitted to the other Party (in the case of Sellers, to the Company). The Parties hereby agree that the Neutral Auditor shall only decide the specific disputed items, the values ascribed thereto and that using those values (together with the other undisputed items in the calculation of the amounts set forth in the Adjustment Statement), shall determine the Final Consolidated Working Capital, Final Acquired Companies Closing Cash, Final Acquired Companies Closing Indebtedness, Final Acquired Companies Transaction Expenses and Final NAM Store Inventory Amount, and the Neutral Auditor's decision with respect to such disputed items and values must be within the range of values assigned to each such item in the Adjustment Statement and the Sellers' Objection Notice, respectively. The Neutral Auditor shall be directed to resolve the disputed items and amounts and deliver to Purchaser and the Company a written determination (such determination to made consistent with this Section 3.2(d), to include a worksheet setting forth all material calculations used in arriving at such determination and to be based solely on information provided to the Neutral Auditor by Purchaser or the Company) within thirty (30) days after being retained, which determination will be final, binding and conclusive on the Parties and their respective Affiliates, and their respective

Representatives, successors and assigns. Each of Purchaser and the Company shall bear all fees and expenses incurred by such Party (or in the case of Sellers, by the Company) in connection with any dispute resolved under this Section 3.2(d), except that all fees and expenses charged by the Neutral Auditor relating to the work performed by the Neutral Auditor in connection with this Section 3.2(d) shall be borne by Purchaser, on the one hand, and the Company, on the other hand, in inverse proportion as such Parties may prevail on the disputed items resolved by the Neutral Auditor under this Section 3.2(d) (i.e., so that the prevailing party bears a lesser amount of such fees and expenses), which proportionate allocation is to be determined by the Neutral Auditor and be included in the Neutral Auditor's written determination. Notwithstanding anything herein to the contrary, the dispute resolution mechanism contained in this Section 3.2(d) shall be the exclusive mechanism for resolving disputes, if any, regarding the adjustment to the Purchase Price contemplated by this Section 3.2.

(e) Upon the final determination (pursuant to Section 3.2(c) and Section 3.2(d)) of (i) the Consolidated Working Capital ("Final Consolidated Working Capital), (ii) the Acquired Companies Closing Cash ("Final Acquired Companies Closing Cash"), (iii) the Acquired Companies Closing Indebtedness ("Final Acquired Companies Closing Indebtedness"), (iv) the Acquired Companies Transaction Expenses ("Final Acquired Companies Transaction Expenses") and (v) the NAM Store Inventory Amount ("Final NAM Store Inventory Amount") the Purchase Price shall then be adjusted as follows:

(i) If the Net Adjustment Amount is negative, then the Purchase Price will be adjusted downward by the absolute value of such Net Adjustment Amount (the "Downward Adjustment Amount"). Within five (5) Business Days from the date on which the Net Adjustment Amount is finally determined pursuant to Section 3.2, Purchaser and the Company shall provide a joint written instruction to the Escrow Agent to release (A) the Downward Adjustment Amount to Purchaser (up to a maximum amount equal to the then-remaining Adjustment Escrow Amount), and (B) the remaining Adjustment Escrow Amount after the foregoing payment to Purchaser (if any) to Sellers.

(ii) If the Net Adjustment Amount is positive, then the Purchase Price will be adjusted upward by the absolute value of such Net Adjustment Amount (the "Upward Adjustment Amount"). Within five (5) Business Days from the date on which the Net Adjustment Amount is finally determined pursuant to Section 3.2, (A) Purchaser shall pay, or cause to be paid, by wire transfer to an account designated by the Company the Upward Adjustment Amount to Sellers, and (B) Purchaser and the Company shall provide a joint written instruction to the Escrow Agent to release the Adjustment Escrow Amount to Sellers.

(f) Any payment made pursuant to Section 3.2(e) shall be deemed an adjustment to the Purchase Price.

3.3 Withholding. Purchaser and its Affiliates and Representatives shall be entitled to deduct and withhold from any payment pursuant to this Agreement to any Person such amounts Purchaser or such Affiliate or Representative is required to deduct and withhold with respect to any such payment under the Code or any provision of state, local, provincial or foreign Tax law. To the extent that amounts are so withheld and paid over to the applicable Governmental Body, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to such Persons in respect of which such deduction and withholding was made.

ARTICLE IV

CLOSING AND TERMINATION

4.1 Closing Date. The consummation of the Transactions (the "Closing") shall take place at the offices of Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (or at such other place as Sellers and Purchaser may designate in writing) at 10:00 a.m. (prevailing Eastern Time) on the date that is no later than two (2) Business Days following the satisfaction (or waiver by the Party entitled to waive that condition) of the conditions set forth in Section 10.1, Section 10.2 and Section 10.2(e) (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction (or waiver by the Party entitled to waive that condition) of such conditions), unless another time or date, or both, are agreed to in writing by the Parties; provided, however, that in no event shall the Closing occur earlier than June 27, 2018 without the prior written consent of Purchaser. The actual date on which the Closing shall be held is referred to in this Agreement as the "Closing Date."

4.2 Deliveries by Sellers. At the Closing, Sellers shall deliver, or cause to be delivered, to Purchaser:

(a) a duly executed bill of sale in the form of Exhibit D (the "Bill of Sale");

(b) a duly executed assignment and assumption agreement in the form of Exhibit E (the "Assignment and Assumption Agreement");

(c) a duly executed copy of each of the Trademark Assignment Agreement, Copyright Assignment Agreement and Patent Assignment Agreement in the forms attached hereto as Exhibits F-1, F-2 and F-3, respectively (collectively, the "IP Assignment Agreements");

(d) certified copies of the Sale Order and the Canadian Sale Order;

(e) an executed counterpart of an assignment and amendment agreement to organizational documents, or other agreements necessary to effectuate the transfer of the Purchased Equity Interests, in each case, in a form reasonably acceptable to Purchaser and

Sellers to, *inter alia*, provide for Purchaser as the sole equity owner of the applicable Acquired Company from and after the Closing (the "Assignment and Amendment Agreements");

(f) the officer's certificate required to be delivered pursuant to Section 10.1(a), Section 10.1(b) and Section 10.1(h);

(g) a duly executed affidavit pursuant to Treasury Regulations Section 1.1445-2(b) from each Seller certifying that such Seller (or, if Seller is an entity disregarded for U.S. federal income tax purposes, the entity treated as owning the assets of Seller for U.S. federal income tax purposes) is not a "foreign person" within the meaning of Section 7701(a)(30) of the Code;

(h) such other bills of sale, assignments and other good and sufficient instruments of conveyance and transfer, each in a form reasonably satisfactory to Purchaser and Sellers, as Purchaser may reasonably request to vest in Purchaser all right, title and interest of Sellers in, to or under any or all of the Purchased Assets;

(i) releases, in the form attached as Exhibit G, duly executed by each Seller and Secured Noteholder (or, in the case of any transfer of Indebtedness of any Sell Side Company by a Secured Noteholder, such transferee);

(j) releases in the form attached as Exhibit M, duly executed by each Acquired Company and Sellers;

(k) any required Transfer Tax declarations or any other similar documentation required to evidence the payment by or on behalf of Sellers of any Transfer Tax imposed on the Transactions;

(l) an invoice charging any applicable sales and use Tax, VAT, GST or other similar Tax; and

(m) the duly executed Adidas Liability Escrow Agreement.

4.3 Deliveries by Purchaser. At the Closing, Purchaser shall deliver, or cause to be delivered, to Sellers:

(a) the Purchaser Closing Date Payment Amount shall be delivered to the Persons and in the amounts in accordance with Section 3.1(d);

(b) an executed counterpart of the Bill of Sale;

(c) an executed counterpart of the Assignment and Assumption Agreement;

(d) an executed counterpart of each of the IP Assignment Agreements;

(e) an executed counterpart to each of the Assignment and Amendment Agreements;

(f) the officer's certificate required to be delivered pursuant to Section 10.2(a) and Section 10.2(b);

(g) any required Transfer Tax declarations or any other similar documentation required to evidence the payment by or on behalf of Purchaser of any Transfer Tax imposed on the Transactions;

(h) any exemption certificates for sales and use tax, VAT, GST or other similar Tax, in relation to invoices provided by Sellers pursuant to Section 4.2(l);

(i) the duly executed Warrant;

(j) releases, in the form attached as Exhibit G, duly executed by Purchaser; and

(k) the duly executed Adidas Liability Escrow Agreement.

4.4 Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

(a) by Sellers or Purchaser, if the Closing shall not have occurred by the close of business on the date that is the earlier to occur of (A) ninety (90) days after the Petition Date; or (B) the date on which both of the following have occurred (i) entry of the Sale Order and the Canadian Sale Order and (ii) the expiration of two (2) Business Days from the date the Purchaser has waived the requirement that the Sale Order and the Canadian Sale Order be a Final Order (the "Outside Date"); provided, however, that Purchaser may terminate this Agreement pursuant to this Section 4.4(a) only if Purchaser is not in material breach of this Agreement as of the date of such termination; provided, further, that Sellers may terminate this Agreement pursuant to this Section 4.4(a) only if no Seller is in material breach of this Agreement as of the date of such termination;

(b) by mutual written consent of Sellers and Purchaser;

(c) by Purchaser, if any event or condition has resulted in one or more of the conditions to the obligations of Purchaser set forth in Section 10.1 or Section 10.2(e) being unable to be fulfilled and such event or condition cannot be cured, or has not been cured (or waived by Purchaser), by the earlier of (i) thirty (30) days after the giving of written notice by Purchaser to Sellers of such breach or (ii) the Outside Date; provided, however, that, for the avoidance of doubt, the Parties acknowledge and agree that failure to satisfy the condition set forth in Section 10.1(g) shall not be curable for purposes of this Section 4.4(c); and provided,

further, that Purchaser may terminate this Agreement pursuant to this Section 4.4(c) only if Purchaser is not in material breach of this Agreement as of the date of such termination;

(d) by Sellers, if any event or condition has resulted in one or more condition to the obligations of Sellers set forth in Section 10.2 or Section 10.2(e) being unable to be fulfilled and such event or condition cannot be cured or has not been cured (or waived by Sellers) by the earlier of (i) thirty (30) days after the giving of written notice by Purchaser to Sellers of such breach or (ii) the Outside Date; provided, however, that Sellers may terminate this Agreement pursuant to this Section 4.4(d) only if no Seller is in material breach of this Agreement as of the date of such termination;

(e) by Purchaser, if there shall be a breach by Sellers of any representation or warranty, or any covenant, agreement or obligation, in each case made by Sellers in this Agreement which would result in a failure of a condition set forth in Section 10.1 or Section 10.2(e) and which breach cannot be cured or has not been cured (or waived by Purchaser) by the earlier of (i) thirty (30) days after the giving of written notice by Purchaser to Sellers of such breach or (ii) the Outside Date; provided, however, that Purchaser may terminate this Agreement pursuant to this Section 4.4(e) only if Purchaser is not in material breach of this Agreement as of the date of such termination;

(f) by Sellers, if there shall be a breach by Purchaser of any representation or warranty, or any covenant, agreement or obligation, in each case made by Purchaser in this Agreement which would result in a failure of a condition set forth in (x) Section 10.2(a) through (c), or (y) Section 10.2(e) and which breach cannot be cured or has not been cured by the earlier of (i) thirty (30) days after the giving of written notice by Sellers to Purchaser of such breach or (ii) the Outside Date; provided, however, that Sellers may terminate this Agreement pursuant to this Section 4.4(f) only if no Seller is in material breach of this Agreement as of the date of such termination;

(g) by Sellers or Purchaser, if there shall be in effect a final nonappealable Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Transactions;

(h) by Sellers or Purchaser, if (i) Sellers enter into a definitive agreement with respect to an Alternative Transaction and the Bankruptcy Court enters an Order approving an Alternative Transaction and such Alternative Transaction closes or (ii) the Bankruptcy Court enters an Order that otherwise precludes the consummation of the Transactions on the terms and conditions set forth in this Agreement, subject to any limitations set forth in the Bidding Procedures Order; or

(i) by Purchaser, if Sellers agree to enter into an Alternative Transaction or select a Person other than Purchaser as the Successful Bidder at the Auction and Purchaser is not

required by the terms of this Agreement or the Bidding Procedures Order to be the Back-Up Bidder.

4.5 Procedure Upon Termination. In the event of termination by Purchaser or Sellers, or both, pursuant to Section 4.3(j), written notice thereof shall forthwith be given to the other Parties, and this Agreement shall terminate, and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Purchaser or Sellers.

4.6 Effect of Termination.

(a) Notwithstanding anything to the contrary in this Agreement, in addition to Sellers obligations to cause the release of the Deposit Amount to Purchaser in accordance with Section 3.1(c)(ii), Sellers shall pay to Purchaser (i) so long as this Agreement has not been validly terminated by Sellers in accordance with Section 4.4 of this Agreement prior to the Bid Deadline or by Purchaser in accordance with Section 4.4 of this Agreement prior to the Auction, the Expense Reimbursement and the Break-Up Fee by wire transfer of immediately available funds as a required closing payment at the closing of an Alternative Transaction with a Person that is not the Purchaser, regardless of whether this Agreement has been validly terminated; and (ii) the Expense Reimbursement by wire transfer of immediately available funds promptly (and in any event no later than two (2) Business Days) upon a valid termination of this Agreement by Purchaser pursuant to Section 4.4(e); provided, however, that under no circumstances shall Sellers be obligated to pay the Expense Reimbursement or the Break-Up Fee more than once; provided, further, that, if Sellers fail to pay any amounts due to Purchaser pursuant to this Section 4.6(a) within the time period specified herein, Sellers shall also pay the costs and expenses (including reasonable legal fees and expenses) incurred by Purchaser in connection with any action or proceeding taken to collect payment of such amounts. To the extent any portion of the Expense Reimbursement is being contested in good faith, Sellers shall (i) promptly pay the undisputed portion of the expense claimed by Purchaser and (ii) set aside the disputed portion of such expense in a separate interest bearing account for the sole benefit of Purchaser pending the resolution of such dispute. The Parties acknowledge and agree that, in the event that the payment of the Break-Up Fee and the Expense Reimbursement (including any costs of collection) described in this Section 4.6(a) becomes due and payable, and such amounts are actually paid to the Purchaser, such amounts shall constitute liquidated damages (and not a penalty) and shall be deemed, along with the delivery of the Deposit Amount to the Purchaser in accordance with Section 3.1(c)(ii), to be the sole and exclusive remedy of Purchaser and its Affiliates (collectively, the "Purchaser Related Persons") and any other Person against the Sell Side Companies and their respective Affiliates (collectively, the "Sell Side Related Persons") and any other Person for any and all Liabilities, obligations, losses or damages of any kind, character or description suffered or incurred by the Purchaser Related Persons in connection with this Agreement and the Transactions. The Parties acknowledge and agree that (i) the agreements contained in this Section 4.6(a) are an integral part of this Agreement and the Transactions and are a material and necessary inducement to the Purchaser to enter into this Agreement and to consummate the Transactions and (ii) in light of the difficulty of accurately determining actual

damages with respect to the foregoing, the right to any such payment of the Break-Up Fee and the Expense Reimbursement (and any related collection costs) and the return of the Deposit to Purchaser constitute a reasonable estimate of the damages that will compensate the Purchaser Related Persons in the circumstances in which such fees are payable for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transactions. Sellers acknowledge and agree that the entry into this Agreement provides value to the Sellers' chapter 11 estates by, among other things, inducing other Persons to submit higher or better offers for the Purchased Assets. For the avoidance of doubt, notwithstanding anything to the contrary in this Agreement, nothing in this Section 4.6(a) shall in any way limit the Parties obligations pursuant to Section 3.1(c)(ii).

(b) Notwithstanding anything to the contrary in this Agreement, in the event that this Agreement is validly terminated by Sellers pursuant to and in accordance with Section 4.4(f), then the delivery of the Deposit Amount to Sellers pursuant to Section 3.1(c)(iii) shall be deemed to be the sole and exclusive remedy of the Sell Side Related Persons and any other Person against the Purchaser Related Persons and any other Person for any and all Liabilities, obligations, losses or damages of any kind, character or description suffered or incurred by the Purchaser Related Persons in connection with this Agreement and the Transactions. The Parties acknowledge and agree that (i) the agreements contained in this Section 4.6(b) are an integral part of this Agreement and the Transactions and are a material and necessary inducement to Sellers to enter into this Agreement and to consummate the Transactions and (ii) in light of the difficulty of accurately determining actual damages with respect to the foregoing, the right to receive the Deposit Amount pursuant to Section 3.1(c)(iii) constitutes a reasonable estimate of the damages that will compensate the Sell Side Related Persons in the circumstances in which the Deposit Amount is delivered to Sellers for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transactions.

(c) In the event that this Agreement is validly terminated as provided in Section 4.3(j), this Agreement shall forthwith become void and each of the Parties shall be relieved of its duties, covenants, agreements and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Purchaser or Sellers; provided, however, that the covenants, agreements and obligations of the Parties set forth in Section 3.1(c), Section 4.5, this Section 4.6, Section 8.1, Section 8.8, Section 8.10, Section 11.3 and ARTICLE XIII shall survive any such termination of this Agreement and shall be enforceable hereunder.

(d) SUBJECT TO SECTION 4.6(A), SECTION 4.6(B) AND SECTION 4.6(C), NOTHING IN THIS SECTION 4.6 SHALL RELIEVE PURCHASER OR SELLERS OF ANY LIABILITY FOR A BREACH OF THIS AGREEMENT PRIOR TO THE VALID TERMINATION OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FROM

AND AFTER THE VALID TERMINATION OF THIS AGREEMENT, (I) SELLERS' LIABILITY UNDER THIS AGREEMENT FOR ANY AND ALL SUCH BREACHES SHALL NOT EXCEED THE SUM OF THE DEPOSIT AMOUNT, THE AMOUNT OF THE BREAK-UP FEE (TO THE EXTENT PAYABLE TO PURCHASER BY SELLERS AS PROVIDED FOR UNDER THIS AGREEMENT) AND THE AMOUNT OF THE EXPENSE REIMBURSEMENT, AND (II) PURCHASER'S LIABILITY UNDER THIS AGREEMENT FOR ANY AND ALL SUCH BREACHES SHALL NOT EXCEED THE DEPOSIT AMOUNT. FOR THE AVOIDANCE OF DOUBT, THE DISBURSEMENT OF THE DEPOSIT AMOUNT TO PURCHASER OR SELLERS, AND ANY PAYMENT OF THE BREAK-UP FEE OR EXPENSE REIMBURSEMENT PURSUANT TO ANY OTHER PROVISION OF THIS AGREEMENT SHALL BE TAKEN INTO ACCOUNT WHEN DETERMINING THE MAXIMUM LIABILITY OF SELLERS OR PURCHASER, AS APPLICABLE, PURSUANT TO THE PRIOR SENTENCE.

(e) The Confidentiality Agreement shall survive any termination of this Agreement and nothing in this Section 4.6 shall relieve Purchaser or Sellers of its obligations under the Confidentiality Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers, as of the Effective Date and the Closing Date, hereby represent and warrant to Purchaser that, except as set forth in the Schedules:

5.1 Organization and Good Standing. Each Sell Side Company is duly organized or formed, validly existing and in good standing under the laws of the jurisdiction of its organization or formation and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted. Each Sell Side Company is duly qualified or authorized to do business and is in good standing under the laws of each jurisdiction in which it leases the Real Property or in which the conduct of its business or the ownership of its property requires such qualification or authorization, except where the failure to be so qualified, authorized or in good standing would not be reasonably likely to result in a Seller Material Adverse Effect. Sellers have made available to Purchaser true, correct and complete copies of the Organizational Documents of each of the Sell Side Companies, in each case, as of the Effective Date.

5.2 Equity Interests; Capitalization. Schedule 5.2 accurately sets forth the ownership structure and capitalization of each of the Sell Side Companies as of the Effective Date, including the authorized, issued and outstanding Equity Interests of each of the Sell Side Companies, the name of each record and beneficial holder of such Equity Interests, and the number and type of Equity Interests held of record and beneficially by each such holder. Except for the Seller Subsidiaries listed on Annex A, neither the Company nor any Seller Subsidiary

owns or has any right to acquire, directly or indirectly, any outstanding Equity Interests, joint venture interest, equity participation or other security or interest in any Person.

5.3 Authorization of Agreement. Each Seller has all necessary power and authority to execute and deliver the Seller Documents to perform its obligations hereunder and thereunder, and upon the entry of the Sale Order and the Canadian Sale Order, to consummate the Transactions. The execution, delivery and performance by each Seller of this Agreement and the Seller Documents to which such Seller is a party and, upon entry of the Sale Order and the Canadian Sale Order, the consummation of the Transactions have been duly authorized by all necessary limited liability company action on the part of such Seller. This Agreement has been, and each of the Seller Documents will be at or prior to the Closing, duly and validly executed and delivered by each Seller party thereto and (assuming the due authorization, execution and delivery by the other parties hereto and thereto, the entry of the Sale Order, the Canadian Sale Order and the entry of the Bidding Procedures Order) this Agreement constitutes, and the Seller Documents when so executed and delivered will constitute, legal, valid and binding obligations of such Seller, enforceable against such Seller in accordance with their respective terms.

5.4 Conflicts; Consents of Third Parties.

(a) Except as set forth on Schedule 5.4(a), none of the execution, delivery and performance by each Seller of this Agreement and the Seller Documents to which such Seller is a party, the consummation of the Transactions, and compliance by Sellers with any of the provisions hereof or thereof will (i) conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or non-performance under any provision of (x) the Organizational Documents of the Sell Side Companies, (y) any Order of any Governmental Body or Law applicable to any of the Sell Side Companies or any of any of the Sell Side Companies or (z) subject to the entry of the Sale Order and the Canadian Sale Order, any Material Contract or (ii) result in the creation of any Encumbrance on any properties or assets of any Sell Side Company, except, in the case of clause (ii), that would not be material to the Sellers taken as a whole.

(b) Except as set forth on Schedule 5.4(b), no consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Governmental Body is required on the part of any of the Sell Side Companies in connection with the execution and delivery of this Agreement or the Seller Documents to which any Seller is a party, the compliance by any Seller with any of the provisions hereof or thereof, the consummation of the Transactions or the taking by any Seller or of any other action contemplated hereby or thereby, except for (i) with respect to consummation of the Transactions, the entry of the Sale Order, the Canadian Sale Order and the Bidding Procedures Order; (ii) compliance with the applicable requirements of the HSR Act, and (iii) such other consents, waivers, approvals, Orders, Permits, authorizations, declarations, filings and notifications, the failure of which to obtain or make would not be reasonably likely to be material to the Sellers as a whole.

5.5 Financial Statements.

(a) Sellers have delivered to Purchaser true and complete copies of (i) the unaudited consolidated financial statements of the Sell Side Companies, consisting of a balance sheet (the "Balance Sheet") as of December 31, 2017 (the "Balance Sheet Date"), and December 31, 2016, and the related statements of income and of cash flows for each of the twelve (12) months period then ended (collectively, the "Annual Financial Statements") and (ii) the unaudited consolidated financial statements of the Sell Side Companies, consisting of a balance sheet as of February 28, 2018 and the related statements of income and of cash flows for the two (2) month period then ended (the "Interim Financial Statements")(collectively the Annual Financial Statements and the Interim Financial Statements are the "Financial Statements"). The Financial Statements were prepared in accordance with GAAP, applied on a consistent basis during the period covered thereby, and fairly present, in all material respects, the financial position, results of operations and of cash flows of the Sell Side Companies on a consolidated basis as for the dates and periods specified (subject to the absence of footnotes and, in the case of the Annual Financial Statements, normal and recurring year-end adjustments that are not material, either individually or in the aggregate).

(b) There are no material Liabilities of the Sell Side Companies of any nature, whether or not accrued, contingent or otherwise, that would be required to be reflected on a consolidated balance sheet or the notes thereto of such Sell Side Company, other than those that (i) are reflected or reserved against on the Balance Sheet; (ii) have been incurred in the Ordinary Course of Business (excluding, for the avoidance of doubt, any Liability arising from tort, breach of Contract or malfeasance) since the Balance Sheet Date; or (iii) are contractual obligations arising under this Agreement.

(c) Schedule 5.5(c)(i) sets forth a true, correct, and complete list of the Sell Side Companies' material Indebtedness as of the Effective Date, including the debtor, the Contract governing such Indebtedness and the principal amount of such Indebtedness. Other than as set forth on Schedule 5.5(c)(ii), no Acquired Company has any Liability to Adidas.

(d) The Accounts Receivable reflected on the Financial Statements or arising subsequent to the Balance Sheet Date are obligations arising from sales made or services performed in the Ordinary Course of Business and, after deducting the reserves for doubtful accounts, credits and returns, are calculated in accordance with GAAP and, to the Knowledge of Sellers, are valid and enforceable claims and are not subject to contest, claim, defense, counterclaim, setoffs or rights of return likely to interfere with the full and timely collection of any of such outstanding Accounts Receivable other than credits granted in the Ordinary Course of Business. Since the Balance Sheet Date, each of the Sell Side Companies have collected its Accounts Receivable in the Ordinary Course of Business and in a manner which is consistent with past practices and have not accelerated any such collections. None of the Sell Side Companies has any Accounts Receivable from any Person which it is affiliated with or any of the

directors, officers, employees, stockholders or Affiliates of the Sell Side Companies (other than accounts receivable or loans receivable from any Seller Subsidiary).

(e) All accounts payable and notes payable reflected on the Financial Statements or arising subsequent to the Balance Sheet Date are calculated in accordance with GAAP, arose in bona fide arm's length transactions in the Ordinary Course of Business and no such account payable or note payable is delinquent in its payment in any material respect, except for accounts payable that are recorded on the Balance Sheet that are subject to a good faith dispute or that are set forth on Schedule 5.5(e). Since the Balance Sheet Date, each of the Sell Side Companies has paid their accounts payable in the Ordinary Course of their Business and in a manner which is consistent with their past practices. None of the Sell Side Companies has any accounts payable to any Person which it is affiliated with or any of the respective directors, officers, employees, stockholders or Affiliates of the Sell Side Companies (other than accounts payable to the Company or any of the Seller Subsidiaries).

(f) Each of the Sell Side Companies maintains a system of internal accounting controls and procedures that are sufficient to provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP and to maintain accountability for assets. No Sell Side Company, nor, to the Knowledge of Sellers, any employee of the any Sell Side Company, has received notice of any complaint, allegation or claim, whether written or oral, regarding the accounting and auditing practices, procedures or methodologies of any of the Sell Side Companies or their internal accounting controls.

5.6 Title to Purchased Assets.

(a) Except as set forth on Schedule 5.6, (a) Sellers own or have a valid, enforceable leasehold or other interest in or license to use the Purchased Assets and the Acquired Companies own the assets attributed to the Acquired Companies on the Balance Sheet (other than inventory sold since the Balance Sheet Date in the Ordinary Course of Business subject to Permitted Encumbrances), and (b) at the Closing and subject to the Sale Order and the Canadian Sale Order, Purchaser will be vested with good and valid title to such Purchased Assets, free and clear of all Encumbrances and Excluded Liabilities (including, for the avoidance of doubt, any claims for successor liability or similar theories under applicable state or federal law or otherwise, including any successorship obligations under any collective bargaining agreement, and/or with respect to any Benefit Plan), to the fullest extent permissible under Section 363(f) of the Bankruptcy Code and other applicable Law. The Parties agree that the provisions substantially in the form of this Section 5.6(a) shall be included in the Sale Order.

(b) The Purchased Assets, taken as a whole, are in an operating condition and repair (subject to normal wear and tear) reasonably adequate and suitable in all material respects for the purposes for which they are presently used.

(c) The Inventories reflected on the Financial Statements or acquired subsequent to the Balance Sheet Date are generally of a quality and quantity usable and/or saleable in the Ordinary Course of Business, except for any items of Inventory that are obsolete, below standard quality or not usable or saleable in the Ordinary Course of Business and that have been written down to net realizable market value, which Inventories are not in the aggregate material to the Sell Side Companies taken as a whole. The Inventories are reflected on the Financial Statements and in the books and records of the Sell Side Companies in accordance with GAAP on a basis consistent with past practices. The Inventories do not consist of any items held on consignment. Except as set forth on Schedule 5.6(c), none of the Sell Side Companies are under any obligation or liability with respect to accepting returns of any Inventory in the possession of their customers other than in the Ordinary Course of Business.

5.7 Taxes.

(a) Except as set forth on Schedule 5.7, (i) the Sell Side Companies have timely filed all Tax Returns required to be filed with the appropriate Governmental Bodies in all jurisdictions in which such Tax Returns are required to be filed (taking into account any extension of time to file, (ii) all such Tax Returns are correct and complete in all material respects and (iii) all Taxes owed by the Sell Side Companies (whether or not shown or required to be shown on any Tax Return) have been paid in all material respects or accrued in the Ordinary Course of Business.

(b) The Sell Side Companies have not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(c) No written claim has been made, and to the Knowledge of Sellers, no non-written claim has been made, by a Governmental Body in any jurisdiction in which the Sell Side Companies do not file Tax Returns that any of the Sell Side Companies are or may be subject to taxation by that jurisdiction.

(d) Each of the Sell Side Companies has paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party, and all Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

(e) The Sell Side Companies have no audit, investigation, examination or other proceeding in respect of Taxes or Tax matters in progress, and no notice of such an audit, investigation, examination or other proceeding has been received by any of the Sell Side Companies.

(f) There are no Encumbrances on any of the assets of the Sell Side Companies that arose in connection with any failure (or alleged failure) to pay any Tax.

5.8 Real Property.

(a) No Sell Side Company owns the fee interest in any real property.

(b) Certain Sell Side Companies hold leasehold or occupancy interests, as tenant, occupant or user (an "Occupancy Interest") in certain Real Property pursuant to a real estate document (an "Occupancy Agreement"). Schedule 5.8 sets forth a complete list of material real property and interests in real property, including every Occupancy Agreement relating thereto, that any Sell Side Company leases or subleases as a tenant or subtenant, or in which any Sell Side Company holds a license or permit to use as a user, including the location and store, lease or facility number (if applicable), type of store or facility at such location (if applicable), the Sell Side Company party to the real property document related to such Real Property, and any Contract relating thereto (collectively, the "Real Property Documents"). The Sellers have made available to Purchaser a copy of each of the Real Property Documents.

(c) With respect to each Real Property Document except as set forth in Schedule 5.8(c):

(i) such Occupancy Agreement is the legal, valid and binding obligation of the applicable Sell Side Company party thereto, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity);

(ii) the applicable Sell Side Company holds a valid and existing Occupancy Interest under each such Occupancy Agreement free and clear of any Encumbrances except for Permitted Encumbrances;

(iii) since the date of the applicable Occupancy Agreement, neither the applicable Sell Side Company party thereto nor, to the Knowledge of Sellers, any other party to such Occupancy Agreement is in breach or default under such Occupancy Agreement, and no event has occurred or circumstance exists with respect to a Sell Side Company or, to the Knowledge of Sellers, with respect to any other party to such Occupancy Agreement which, with the delivery of notice, passage of time or both, would constitute such a breach or default or permit the termination, modification or acceleration of rent under such Occupancy Agreement;

(iv) neither the applicable Sell Side Company party thereto nor, to the Knowledge of Sellers, any other party to such Occupancy Agreement has repudiated any term thereof, and the applicable Sell Side Company represents and warrants that, and to the Knowledge of Sellers, there are no disputes, oral agreements or forbearance programs in effect with respect to any such Occupancy Agreement; and

(v) the applicable Sell Side Company party thereto has not assigned, subleased, mortgaged, deeded in trust or otherwise transferred, encumbered or given occupancy or user rights to any such Occupancy Agreement or any interest therein.

(d) With respect to each Superior Document, neither the applicable Sell Side Company party thereto nor, to the Knowledge of Sellers, any Superior Party or other party to such Superior Document, is in breach or default under such Superior Document, and the applicable Sell Side Company represents and warrants that, and to the Knowledge of Sellers, no event has occurred or circumstance exists which, with the delivery of notice, passage of time or both, would constitute such a breach or default or permit the termination, modification or acceleration of rent under such Superior Document.

(e) The Real Property constitutes all of the real property used or held for use in the conduct of the Business.

5.9 Intellectual Property; Data Privacy.

(a) Schedule 5.9(a)(1) contains a complete and accurate list of: (a) each patent, trademark registration, copyright registration, domain name and applications for each of the foregoing that comprises the Company Intellectual Property ("Registered Intellectual Property") and is owned or purported to be owned by any of the Sell Side Companies and (b) each material, unregistered trademark used by the Sell Side Companies in connection with the Business. Each Sell Side Company exclusively owns or has the necessary rights to use all Company Intellectual Property material to the Business used by it in the Ordinary Course of Business. To the Knowledge of Sellers, the Company Intellectual Property is not the subject of any challenge or opposition proceeding received by any Sell Side Company except as listed in Schedule 5.9(a)(2). No Sell Side Company has received any written notice of or, to the Knowledge of Sellers, is otherwise aware of any default or any event that with notice or lapse of time, or both, would constitute a default under any material Intellectual Property License to which any Sell Side Company is a party. All Registered Intellectual Property that has been issued by, or registered, or are the subject of an application filed with, as applicable, the U.S. Patent and Trademark Office, the U.S. Copyright Office or any similar office or agency anywhere in the world are currently in compliance with formal and material legal requirements (including, as applicable, the payment of filing, examination and maintenance fees, inventor declarations, timely post-registration filing of affidavits of use and incontestability and renewal applications). To the Knowledge of Sellers, there is no infringement or violation by any Person of any of the Company Intellectual Property or any Sell Side Company's rights therein or thereto, nor any misappropriation by any Person of any of the Company Intellectual Property except as listed in Schedule 5.9(a)(3).

(b) Personal Data. Each Sell Side Company and all Third Parties acting on behalf of each Sell Side Company that have or have had access to Personal Information or Behavioral Information (collectively, "Private Information") collected by or on behalf of each

such Sell Side Company, comply in all material respects, and have complied in all material respects, with all (i) applicable Laws and directives, (ii) contractual obligations (including, but not limited to, those with such Sell Side Company's customers), (iii) internal and public-facing privacy and/or security policies of such Sell Side Company, (iv) written public statements that such Sell Side Company has made regarding its respective privacy and/or data security policies or practices, and (v) the Payment Card Industry Data Security Standard, and all other rules and requirements of payment card brands; (collectively, "Privacy Laws and Requirements") that are applicable to each Sell Side Company and relate to (A) the privacy of users of any of the Sell Side Companies' websites and products and/or services; (B) the collection, use, storage, retention, disclosure, transfer, disposal, or any other processing of any Private Information collected or used by any Sell Side Company and/or by Third Parties having access to such information; and (iii) the transmission of marketing and/or commercial messages through any electronic means, including via email, text message and/or any other means. There is no complaint, or any audit, proceeding, investigation (formal or informal) or claim currently pending against any Sell Side Company by any private party, the Federal Trade Commission, any state attorney general or similar state official, or any other Governmental Body, foreign or domestic, including but not limited to any EU-based data protection authorities, with respect to the collection, use, retention, disclosure, transfer, storage or disposal of Private Information, and, except as fully disclosed in Schedule 5.9(b), no Sell Side Company has ever received any correspondence related to any of the foregoing. Each Sell Side Company has taken all commercially reasonable steps to protect Private Information against loss and against unauthorized access, use, modification, disclosure or other misuse. To the Knowledge of Sellers, there has been no unauthorized or illegal access to and/or use, disclosure, modification, unlawful or accidental destruction or loss alteration of any Private Information or other confidential or proprietary data or information owned or controlled by any Sell Side Company, nor has there been any breach in security of any of the information systems used to store or otherwise process any Private Information. No Sell Side Company has been notified in writing of a data breach or loss of Private Information stored or held by or on behalf of any Sell Side Company by a Person that could impact any Sell Side Company's data in any material respect. Each Sell Side Company has a data breach response plan.

(c) Privacy Policies. Privacy Policies. Schedule 5.9(c) contains each Company Privacy Policy in effect and identifies with respect to each Company Privacy Policy, the period of time during which such Privacy Policy was or has been in effect. Each Sell Side Company has complied with all of the applicable Company Privacy Policies and with all Privacy Laws and Requirements in all material respects. Each Company Privacy Policy has made all disclosures to, and obtained all material consents from, customers and other Persons required by all Privacy Laws and Requirements, and Contracts to which such Sell Side Company is a party or is otherwise bound. The disclosures made or contained in any Company Privacy Policy have complied in all material respects with applicable Privacy Laws and Requirements.

(d) GDPR Compliance. Each Sell Side Company is in the process of taking all commercially reasonable steps necessary to comply in all martial respects with Regulation

2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and of the free movement of such data on or before May 25, 2018.

(e) Cross-Border Data Transfers. Except as disclosed in Schedule 5.9(e), no Sell Side Company has transferred Private Information outside the European Economic Area and/or across any international borders, and where any Sell Side Company has made any such transfers, such Sell Side Company has done so in accordance with the applicable Privacy Laws and Requirements.

(f) Company Databases. Schedule 5.9(f) describes each type of Private Information collected by or for each Sell Side Company or, as related to the business of each Sell Side Company, by or for such Sell Side Company.

(g) Personal Data Processing Agreements. Each Sell Side Company has, where necessary, obtained Contracts with data processors, which require them to comply in all material respects with Privacy Legal Requirements. Each Sell Side Company has made available a true, correct and complete copy of each Third Party data processing agreement to which it is a party.

5.10 Material Contracts.

(a) Excluding any Contracts entered into after the Effective Date in accordance with Section 8.6, Schedule 5.10(a) sets forth a list of the following Contracts to which a Sell Side Company is a party (collectively, the "Material Contracts"):

(i) Contracts which involve the expenditure of more than $250,000 in the aggregate;

(ii) Contracts involving the performance of services, delivery of goods or materials to, or payments by, any Sell Side Company, in each case involving amounts in excess of $250,000 per year;

(iii) other than Contracts of the nature addressed by Section 5.10(a)(i) and Section 5.10(a)(ii), Contracts (A) for the sale of any assets of the Sell Side Companies or (B) that grant a right or option to purchase or sell any assets of the Sell Side Companies, other than in each case Contracts entered into in the Ordinary Course of Business relating to the assets of the Sell Side Companies with a value of less than $500,000 individually or $1,000,000 in the aggregate;

(iv) other than Contracts of the nature addressed by Section 5.10(a)(i) through Section 5.10(a)(iii), Contracts for the future receipt of any assets of the Sell Side Companies or any services requiring payments in excess of $500,000 for each individual Contract;

(v) Contracts involving any Sell Side Company purchasing assets or services pursuant to fixed price or fixed volume arrangements that provide for annual payments in excess of $500,000 or aggregate payments in excess of $500,000;

(vi) Contracts with each Major Customer, each Major Distributor and each Major Supplier;

(vii) Contracts in which any Sell Side Company has granted in favor of another Person (i) an exclusivity or "most favored customer" clause, (ii) fee rebates or (iii) any other similar terms providing preferential pricing terms or other material special rights for the benefit of such Person;

(viii) Contracts concerning a partnership, joint venture or similar business arrangement with any Person;

(ix) Contracts for the employment of any Business Employee (other than Contracts required by Law or entered into to be consistent with customary practice or collective bargaining agreement requirements in a jurisdiction outside of the United States of America that have only been entered into by any Sell Side Company to comply with such Law, practice, or collective bargaining agreement);

(x) Contracts with a Contingent Worker (A) providing annual compensation in excess of $250,000 or (B) that are not cancellable by any Sell Side Company without penalty on notice of ninety (90) days or less;

(xi) Contracts for which there are outstanding obligations involving any severance, change-of-control, or retention agreement, or that provide compensation solely as a result of, or solely related to, the execution of this Agreement or the consummation of the Transactions;

(xii) collective bargaining agreement or Contract with any labor union or association representing any employee of any Sell Side Company;

(xiii) Contracts under which the Sell Side Companies have advanced or loaned any amount to any Person, other than travel or expense advances or reimbursement in the Ordinary Course of Business to Business Employees;

(xiv) Contracts under which any of the Sell Side Companies has granted or received a material license or sublicense or involving a distribution, development, purchase, supply, sale or servicing of the Company Intellectual Property (excluding licenses granted to end users in the Ordinary Course of Business) or under which it is obligated to pay or has the right to receive an annual royalty, license fee or similar payment or arrangement in an amount in excess of $250,000 (excluding licenses for commercially available prepackaged software);

(xv) Contracts containing covenants which are material to the Business that restrict the right of the Sell Side Companies to (A) engage in any business activity, (B) engage in any line of business or compete with any Person or (C) other than Contracts with personnel staffing and other commercial vendors entered into by any Sell Side Company in the Ordinary Course of Business, solicit any Person to enter into a business or employment relationship, or enter into such a relationship with any Person;

(xvi) Contracts with any Governmental Body; and

(xvii) Contract relating to the settlement of any litigation, administrative charge, investigation by a Governmental Body or to the settlement of any litigation with a Third Party for consideration in excess of $250,000.

(b) Except as set forth on Schedule 5.10(b), each Material Contract is a legal, valid and binding obligation of the applicable Sell Side Company party thereto and, to Knowledge of Sellers, on the counterparties thereto, is in full force and effect and enforceable in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). Except as set forth on Schedule 5.10(b) in connection with Sellers' inability to pay pre-petition amounts owed under certain Material Contracts due to the commencement of the Bankruptcy Case, or the implementation of the automatic stay under Section 362 of the Bankruptcy Code, no Sell Side Company has received any written notice of any default or event that with notice or lapse of time or both would constitute a material default or breach under any Material Contract. Except as set forth on Schedule 5.10(b), no Sell Side Company has received any notice regarding any actual or possible violation or breach of, default under or intention to cancel or modify any Material Contract. Sellers have made available to Purchaser true and correct copies of each Material Contract.

5.11 Customers; Distributors and Suppliers.

(a) Schedule 5.11 sets forth a list of the Business's (a) top ten (10) wholesale customers for the fiscal year ended December 31, 2017 (determined on a consolidated basis based on the amount of revenues recognized by the Business) ("Major Customers"), (b) top ten (10) distributors for the fiscal year ended December 31, 2017 (determined on a consolidated basis based on the amount of revenues recognized by the Business) ("Major Distributors") and (c) top ten (10) suppliers for the fiscal year ended December 31, 2017 (determined on a consolidated basis based on the amount of payments made by the Business during such period) ("Major Suppliers").

(b) No Major Customer, Major Distributor or Major Supplier has (i) entirely cancelled or terminated its business relationship with any of the Sell Side Companies, which termination remains in effect, (ii) altered in a materially adverse way to any Sell Side Company

its buying or supplying practices, as applicable, or (iii) notified any of the Sell Side Companies in writing that it intends to terminate or materially alter the terms of its buying or supplying practices or its business relationship with any of the Sell Side Companies and, to the Knowledge of Sellers, no Major Customer, Major Distributor or Major Supplier intends to do so.

5.12 Employees; Labor Matters.

(a) Schedule 5.12(a) sets forth a complete and accurate list of employees employed by the Sell Side Companies in connection with the Business as of the Effective Date ("Business Employees"), including each such employee's job title or position, annual salary or hourly rate (as applicable), accrued, but unused time off (to be complete and accurate in all material respects), job location, exempt or non-exempt classification, and status (active or inactive, to be complete and accurate in all material respects). All Business Employees are employed on an at-will basis where permitted under applicable law.

(b) Schedule 5.12(b)(i) sets forth a complete and accurate list of all independent contractors, consultants, temporary employees and leased employees of the Sell Side Companies in connection with the Business as of the Effective Date ("Contingent Workers"), showing for each Contingent Worker such Contingent Worker's fee or compensation arrangements, nature of services provided, and term of engagement and location. Except as contemplated by this Agreement or as set forth on Schedule 5.12(b)(ii): to the Knowledge of Sellers, none of the Business Employees or Contingent Workers has expressed in writing any plans to terminate his, her or their employment or service arrangement with the Sell Side Companies.

(c) Except as described on Schedule 5.12(c):

(i) each of the Sell Side Companies is in compliance in all material respects with all applicable Laws and regulations respecting labor, employment, fair employment practices, work place safety and health, immigration, terms and conditions of employment, WARN Law requirements, wages and hours, the proper classification and treatment of employees as exempt or non-exempt and the proper classification and treatment of any independent contractor who has in the past three (3) years provided or currently provides service to any of the Sell Side Companies;

(ii) each of the Sell Side Companies is not delinquent in any payments for any wages, salaries, commissions, bonuses, fees or other compensation due with respect to any services performed for it by the Business Employees or Contingent Workers to the date hereof;

(iii) as of the Effective Date, (A) no Sell Side Company is bound by or subject to any express or implied collective bargaining agreement, contract or commitment to any trade union or employee organization in respect of or affecting any of its Business Employees or Contingent Workers, (B) no Sell Side Company is engaged in

any negotiations with any trade union or employee organization and, (C) to the Knowledge of Sellers, no such union or organization has sought to represent any of its Business Employees or any of the Contingent Workers;

(iv) as of the Effective Date, there is no pending and during the past three (3) years there has not occurred, nor to the Knowledge of Sellers has there been threatened, a labor strike, request for representation, grievance, work stoppage or lockout by any Business Employees or Contingent Worker;

(v) Except as disclosed on Schedule 5.12(c), there are no, and for the past three (3) years there have been no actions, suits, claims, charges, labor disputes or grievances pending, or threatened or reasonably anticipated relating to any employment or labor matters against Sellers (including allegations of employment discrimination, retaliation or unfair labor practices) and in the past three (3) years, no Sell Side Company has received notice of any charges before any Governmental Body responsible for the prevention of unlawful employment practices;

(vi) there is no pending, threatened, and during the past three (3) years the Sell Side Companies have not received notice of any, investigation or audit by a Governmental Body responsible for the enforcement of labor, immigration or employment regulations and, during the past three (3) years the Sell Side Companies have not been found by any Governmental Body to have engaged in any unfair labor practice, as defined in the National Labor Relations Act (29 U.S.C. § 151 et seq.) or other applicable Laws, in connection with the Business;

(vii) each Sell Side Company is in compliance with the requirements of the Immigration Reform Control Act of 1986 and has a complete and accurate copy of U.S. Citizenship and Immigration Services Form I-9 for each of its Business Employees;

(viii) In the past three (3) years, no Sell Side Company has experienced a "plant closing," business closing," or "mass layoff" as defined under WARN Laws affecting any site of employment of any Sell Side Company or one or more facilities or operating units within any site of employment or facility of the Sell Side Companies; and

(ix) no Sell Side Company is a government contractor or subcontractor for purposes of any law with respect to the terms and conditions of employment, including the Service Contracts Act.

5.13 Employee Benefits.

(a) Schedule 5.13 sets forth a true, complete and correct list of every Benefit Plan.

(b) Each Benefit Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination or approval letter from the IRS with respect to such qualification, or may rely on an opinion letter issued by the IRS with respect to a prototype plan adopted in accordance with the requirements for such reliance, or has time remaining for application to the IRS for a determination of the qualified status of such Benefit Plan for any period for which such Benefit Plan would not otherwise be covered by an IRS determination and, to the Knowledge of Sellers, no event or omission has occurred that would cause any Benefit Plan to lose such qualification.

(c) (i) each Benefit Plan is, and in the past three (3) years, has been operated in, material compliance with applicable Laws and regulations and is and has been administered in all material respects in accordance with applicable Laws and regulations and with its terms, (ii) no Proceeding (other than those relating to routine claims for benefits) is pending or, to the Knowledge of Sellers, threatened with respect to any Benefit Plan or any fiduciary or service provider thereof, and, to the Knowledge of Sellers, there is no reasonable basis for any such Proceeding, (iii) all payments and/or contributions required to have been made with respect to all Benefit Plans either have been made or have been accrued in accordance with the terms of the applicable Benefit Plan and applicable Law; and (iv) the Benefit Plans satisfy in all material respects the minimum coverage and discrimination requirements under the Code.

(d) In the past three (3) years, neither the Sell Side Companies nor any ERISA Affiliate has maintained, contributed to, or been required to contribute to (i) any employee benefit plan that is or was subject to Title IV of ERISA, Section 412 of the Code, Section 302 of ERISA, (ii) any employee pension or welfare benefit plan to which more than one unaffiliated employer contributes and which is maintained pursuant to one or more collective bargaining agreements, (iii) any funded welfare benefit plan within the meaning of Section 419 of the Code, (iv) any "multiple employer plan" (within the meaning of Section 210 of ERISA or Section 413(c) of the Code), or (iv) any "multiple employer welfare arrangement" (as such term is defined in Section 3(40) of ERISA), and neither any Sell Side Company nor any ERISA Affiliate has ever incurred any liability under Title IV of ERISA that has not been paid in full.

(e) None of the Benefit Plans (other than continuing health care benefits for periods of no more than eighteen (18) months provided under severance agreements executed in the Ordinary Course of Business) provides health care or any other non-pension benefits to any employees after their employment is terminated (other than as required by Part 6 of Subtitle B of Title I of ERISA or similar state law).

(f) In the past three (3) years, each Benefit Plan that constitutes in any part a nonqualified deferred compensation plan within the meaning of Section 409A of the Code has been operated and maintained in all material respects in operational and documentary compliance with Section 409A of the Code and applicable guidance thereunder. No payment to be made under any Benefit Plan is, or to the Knowledge of Sellers, will be, subject to the penalties of Section 409A(a)(1) of the Code.

(g) Except as set forth on Schedule 5.13(g), no Benefit Plan is subject to the Laws of any jurisdiction outside the United States.

(h) Neither the execution and delivery of this Agreement, nor the consummation of the Transactions could (either alone or in conjunction with any other event) (i) other than the KEIP and the Rockport Company LLC Savings and Retirement Plan, result in, or cause the accelerated vesting payment, funding or delivery of, or increase the amount or value of, any payment or benefit to any employee, officer, director or other service provider of the Sell Side Companies or any ERISA Affiliate; (ii) result in any "parachute payment" as defined in Section 280G(b)(2) of the Code (whether or not such payment is considered to be reasonable compensation for services rendered); or (iii) result in a requirement to pay any tax "gross-up" or similar "make-whole" payments to any employee, director or consultant of the Sell Side Companies or any ERISA Affiliate.

5.14 Litigation. Except as set forth on Schedule 5.14 and except for the Bankruptcy Case, there are no, and in the past three (3) years, there have been no, Proceedings pending or, to the Knowledge of Sellers, threatened against any of the Sell Side Companies or any of its officers or employees in their capacity as such, before any Governmental Body, mediator or similar dispute resolution party, and to the Knowledge of Sellers, there is no basis for any of the foregoing. Neither the Sell Side Companies nor any of the Purchased Assets are subject to any outstanding Order issued by any Governmental Body, mediator or similar dispute resolution party.

5.15 Compliance with Laws; Permits.

(a) Except as set forth on Schedule 5.15(a), each of the Sell Side Companies is, and during the past three (3) years has been, in material compliance with all Laws and Orders applicable to it. Except as set forth on Schedule 5.15(a), none of the Sell Side Companies has received any written notice, Order, complaint or other communication from any Governmental Body during the past three (3) years (or in any earlier period if the matters raised in such notice, Order, complaint or other communication remain pending) that it is not in compliance with any Law applicable to it.

(b) Except as set forth on Schedule 5.15(b), each of the Sell Side Companies has (i) all Permits that are required for the operation of the Business, and (ii) all Permits that are required for the Purchased Assets, except in each case where the absence of which would not be materially adverse to the Business taken as a whole. None of the Sell Side Companies are in default or violation and, to the Knowledge of Sellers, no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation, of any term, condition or provision of any Permit to which it is a party or applicable to the Purchased Assets.

5.16 Insurance. The Sell Side Companies maintain insurance policies with respect to the Business consistent with the insurance coverage described on Schedule 5.16. The insurance

policies required to be listed on Schedule 5.16 (the "Insurance Policies") are in full force and effect, valid and binding in accordance with their terms and no Sell Side Company is in default in any material respect with respect to the payment of any premiums under any such policy nor has any Sell Side Company failed to give any notice or to present any claim under any such policy in a due and timely fashion. No Sell Side Company has received any written notice of cancellation, termination of, material premium increase with respect to, or material alteration of coverage under, any of the Insurance Policies or written notice with respect to any refusal of coverage thereunder. To the Knowledge of Sellers, there is no threatened termination of any such policies or arrangements.

5.17 Warranty Claims. There are no pending or, to the Knowledge of Sellers, threatened Warranty Claims against the Sell Side Companies that exceed $250,000 in the aggregate and are not covered by insurance, and, to the Knowledge of Sellers, there are no facts or circumstances existing that would reasonably be expected to serve as a basis for any such Warranty Claims.

5.18 Export Controls and Economic Sanctions. The Sell Side Companies are and have for the past five (5) years been in compliance with the terms of all applicable export, import, and sanctions Laws, including regulations administered or enforced by the Office of Foreign Assets Control ("OFAC") and the Bureau of Industry & Security ("BIS") (the "Trade Laws"). Without limiting the generality of the foregoing, for the past five (5) years the Sell Side Companies have not unlawfully (i) engaged in transactions with individuals or entities identified on OFAC's List of Specially Designated Nationals and Blocked Persons, or on the BIS Denied Persons, Entity, or Unverified Lists; or (ii) done any business in or has had any customers located in any country subject to a sanctions program with OFAC, including Cuba, Iran, North Korea, Sudan, Syria, or the Crimea region of Ukraine. The Sell Side Companies are in compliance with the terms of all Export Approvals, and there are no pending or, to the Knowledge of Sellers, threatened claims against the Company with respect to the Export Approvals. The Sell Side Companies have established commercially reasonable internal controls and procedures to ensure compliance with the Trade Laws.

5.19 Anti-Corruption Laws. For the past five (5) years none of the Sell Side Companies, nor to the Knowledge of Sellers any of the Sell Side Companies' respective equityholders or Representatives, nor to the Knowledge of Sellers any person associated with or acting for or on behalf of the Sell Side Companies, has directly or indirectly (a) made or attempted to make any contribution, gift, bribe, rebate, payoff, influence payment, kickback or other payment to any Person, private or public, regardless of form, whether in money, property, or services, (i) to obtain favorable treatment for business or Contracts secured, (ii) to pay for favorable treatment for business or Contracts secured, (iii) to obtain special concessions or for special concessions already obtained or (iv) in violation of any requirement of applicable Law in each jurisdiction where the Sell Side Companies are conducting or have conducted business, including the Foreign Corrupt Practices Act and the U.K. Anti-Bribery Act, the Bank Secrecy Act of 1970, as amended, or any other anti-bribery, anti-money laundering, anti-corruption, anti-

fraud or similar legal requirement (all such applicable Laws, "Anti-Bribery Laws"), or (b) established or maintained any fund or asset that has not been recorded in the books and records of the Sell Side Companies. The Sell Side Companies have established policies requiring compliance with Anti-Bribery Laws and have made available all of such policies to the Purchasers. None of the Sell Side Companies, or to the Knowledge of Sellers, any Person acting on their behalf has been the subject of any investigation or proceeding regarding an alleged violation of any anti-bribery, anti-money laundering, anti-corruption, anti-fraud or similar legal requirement. To the Knowledge of Sellers, no such investigation or proceeding has been threatened and, to the Knowledge of Sellers, no event has occurred or circumstance exists that is likely to give rise to any such investigation or proceeding.

5.20 Investment Company Act. None of the Sell Side Companies are an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

5.21 Environmental Matters. (a) The Sell Side Companies are, and for the past three (3) years have been, in compliance in all material respects with each applicable Environmental Law; (b) the Sell Side Companies possess, and are in compliance in all material respects with the terms and conditions of, all Permits which are required for their operations under each applicable Environmental Law; (c) none of the Sell Side Companies are the subject of any pending Proceeding alleging any violation of, or any liability under, any Environmental Law; (d) none of the Sell Side Companies are subject to any Order arising under any Environmental Law; (e) no Hazardous Substance is present, has been Released, or has come to be located at, on or under any Real Property currently owned, leased, or operated by the Sell Side Companies or, to the Knowledge of Sellers, formerly owned, leased, or operated by the Sell Side Companies, in an amount, manner, condition or concentration that requires any notification, investigation, remediation, abatement or response action under any applicable Environmental Law. There are no material environmental reports, surveys, audits or assessments, including Phase I or Phase II environmental site assessments, in the possession or reasonable control of the Sell Side Companies relating to the Business, or to any Real Property currently or formerly owned, leased, or operated by the Sell Side Companies.

5.22 Absence of Certain Changes. Except as contemplated by this Agreement or as set forth in Schedule 5.22, since the Balance Sheet Date (i) the Business has been conducted in the Ordinary Course of Business, and (ii) there has not been any event, change, occurrence, or circumstance that would reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.23 Affiliate Transactions. Except as set forth in Schedule 5.23, and other than compensation and travel or expense advances or reimbursement in the Ordinary Course of Business, no equityholder, member, director, manager, officer or employee of the Companies or its subsidiaries, or any family member or Affiliate of any such Person (a) is a party to any Contract with any Sell Side Company (other than Contracts solely between or among one or more Sell Side Companies), or (b) owns or has any interest in any property or assets used in the

Business. The Contracts required to be set forth on Schedule 5.23 are referred to herein as "Affiliate Contracts."

5.24 Brokers.

(a) The Acquired Companies have not engaged, and have no obligation of any kind, whether with respect to paying any fees, expenses, commissions, compensation or costs, or otherwise, to any broker, finder or agent with respect to the Transactions..

(b) Except as set forth in Schedule 5.24, the Sellers have not engaged, and have no obligation to pay any fees, expenses, commissions, compensation or costs to, any broker, finder or agent with respect to the Transactions.

5.25 No Other Representations or Warranties; Schedules. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE V (AS MODIFIED BY THE SCHEDULES) AND THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THE OTHER TRANSACTION DOCUMENTS TO WHICH THEY ARE A PARTY (INCLUDING IN EACH CASE ANY CERTIFICATES DELIVERED PURSUANT HERETO OR THERETO), NO SELLER MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO THE SELL SIDE COMPANIES, THE BUSINESS, THE PURCHASED ASSETS, THE ASSUMED LIABILITIES OR THE TRANSACTIONS, AND EACH SELLER DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER MADE BY ANY SELLER, ANY AFFILIATE OF SELLERS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES. SELLERS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES TO PURCHASER REGARDING THE PROBABLE SUCCESS OR PROFITABILITY OF THE BUSINESS. THE DISCLOSURE OF ANY MATTER OR ITEM IN ANY SCHEDULE SHALL NOT BE DEEMED TO CONSTITUTE AN ACKNOWLEDGEMENT THAT ANY SUCH MATTER IS REQUIRED TO BE DISCLOSED OR IS MATERIAL OR THAT SUCH MATTER WOULD BE REASONABLY LIKELY TO RESULT IN A SELLER MATERIAL ADVERSE EFFECT.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PURCHASERPurchaser, as of the Effective Date and the Closing Date, hereby represents and warrants to Sellers that:

6.1 Organization and Good Standing. Purchaser is duly formed, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted.

6.2 Authorization of Agreement. Purchaser has all necessary power and authority to execute and deliver this Agreement and the other Purchaser Documents to which it is a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. The

execution, delivery and performance by Purchaser of this Agreement and the other Purchaser Documents to which it is a party and the consummation of the Transactions have been duly authorized by all necessary limited liability company action on behalf of Purchaser. This Agreement has been, and each of the Purchaser Documents will be at or prior to the Closing, duly and validly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and the Purchaser Documents when so executed and delivered will constitute, legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

6.3 Conflicts; Consents of Third Parties.

(a) The execution, delivery and performance by Purchaser of this Agreement and the Purchaser Documents to which Purchaser is or will be a party, the consummation of the Transactions, and the compliance by Purchaser with the provisions hereof and thereof will not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or non-performance under any provision of (i) the Organizational Documents of Purchaser, (ii) any contract or Permit to which Purchaser is a party or by which Purchaser or its properties or assets is bound, (iii) any Order of any Governmental Body applicable to Purchaser or any of its properties or assets or (iv) any applicable Law.

(b) No consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Governmental Body is required on the part of Purchaser in connection with the execution and delivery of this Agreement or the Purchaser Documents to which Purchaser is a party, the compliance by Purchaser with any of the provisions hereof and thereof, the consummation of the Transactions or the taking by Purchaser of any other action contemplated hereby or thereby, or for Purchaser to conduct the Business, except for (i) the entry of the Sale Order, the Canadian Sale Order and the Bidding Procedures Order and (ii) compliance with the applicable requirements of the HSR Act.

6.4 Litigation. There are no Proceedings pending or, to the knowledge of Purchaser, threatened against Purchaser, or to which Purchaser is otherwise a party before any Governmental Body, which, if adversely determined, would reasonably be expected to have a Purchaser Material Adverse Effect. Purchaser is not subject to any Order of any Governmental Body except to the extent the same would not reasonably be expected to have a Purchaser Material Adverse Effect.

6.5 Bankruptcy. There are no bankruptcy, reorganization or insolvency proceedings pending against, being contemplated by or, to the knowledge of Purchaser, threatened against, Purchaser.

6.6 Financial Capability. The Equity Financing, when funded in accordance with the Equity Commitment Letter, shall provide Purchaser with sufficient funds to pay the Purchase Price, the Purchaser Paid Cure Costs and any other amounts required to be paid by it at or prior to the Closing and any expenses incurred by Purchaser in connection with the Transactions on the terms and subject to the conditions set forth herein. After giving effect to this Agreement, Purchaser will be Solvent from and after the Closing, assuming both (x) the satisfaction of the conditions precedent to Purchaser's obligations to effect this agreement and (y) the accuracy of the representations and warranties set out in ARTICLE V.

6.7 Financing.

(a) Purchaser has delivered to the Company a complete and accurate copy of the Equity Commitment Letter, pursuant to which each Equity Commitment Party has committed, subject to the terms and conditions thereof, to invest in Purchaser, directly or indirectly, the cash amounts set forth therein for the purpose of funding a portion of the Purchase Price. As of the date of this Agreement, the Equity Commitment Letter has not been amended or modified, no such amendment or modification is contemplated by Purchaser or, to the knowledge of Purchaser, by the other parties thereto and the respective commitments contained therein have not been withdrawn, terminated, repudiated, rescinded, amended, supplemented or modified in any respect. Other than as expressly set forth in the Equity Commitment Letter, there are no conditions precedent or other contingencies, arrangements, Contracts or side letters related to the funding of the full proceeds of the Equity Financing. Purchaser has no reason to believe that (i) it will be unable to satisfy on a timely basis any term or condition of the Equity Financing to be satisfied by it, whether or not such term or condition is contained in the Equity Commitment Letters; or (ii) the full amounts committed pursuant to the Equity Commitment Letters will not be available as of the Closing.

(b) As of the date of this Agreement, the Equity Commitment Letter (in the form delivered by Purchaser to the Company) is in full force and effect and constitutes the legal, valid and binding obligations of Purchaser and, to the knowledge of Purchaser, the other parties thereto (including, with respect to the Equity Commitment Letter, the Equity Commitment Party) enforceable against Purchaser and, to the knowledge of Purchaser, the other parties thereto in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). Neither Purchaser nor, to the knowledge of Purchaser, any counterparty to the Equity Commitment Letter has committed any breach of any of its covenants or other obligations set forth in, or is in default under the Equity Commitment Letter. To the knowledge of Purchaser, no event has occurred or circumstance exists that (with or without

notice or lapse of time, or both) would, or would reasonably be expected to, (i) constitute or result in a breach or default on the part of any Person under the Equity Commitment Letter, (ii) constitute or result in a failure to satisfy any of the terms or conditions set forth in the Equity Commitment Letter, or (iii) otherwise result in any portion of the Equity Financing not being available.

(c) Except as set forth on Schedule 6.7(c), none of the Equity Commitment Party, Purchaser or any of their respective Affiliates has entered into any Contract, arrangement or understanding prohibiting or seeking to prohibit any bank, investment bank or other potential provider of debt financing from providing or seeking to provide debt financing or financial advisory services to any Person in connection with a transaction relating to any of the Sell Side Companies.

(d) Purchaser affirms that it is not a condition to Closing under this Agreement, nor of the consummation of the Transactions, for Purchaser to obtain the Equity Financing or any other financing.

6.8 Adequate Assurances Regarding Executory Contracts. Purchaser is and will be capable of satisfying the conditions in Section 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. Unless otherwise specified hereunder, Purchaser shall be solely responsible for any fees and expenses it incurs in responding to any adequate assurance objections filed with the Bankruptcy Court.

6.9 No Additional Representations and WarrantiesEXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE VI AND THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THE OTHER TRANSACTION DOCUMENTS TO WHICH IT IS A PARTY (INCLUDING IN EACH CASE ANY CERTIFICATES DELIVERED PURSUANT HERETO OR THERETO), PURCHASER DOES NOT MAKE ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO PURCHASER OR THE TRANSACTIONS, AND PURCHASER DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES.

(b) NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, PURCHASER ACKNOWLEDGES AND AGREES THAT NO SELLER IS MAKING ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, BEYOND THOSE EXPRESSLY GIVEN BY SELLERS IN ARTICLE V (AS MODIFIED BY THE SCHEDULES) AND THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THE OTHER SELLER TRANSACTION DOCUMENTS TO WHICH ANY SELLER IS A PARTY (INCLUDING IN EACH CASE ANY CERTIFICATES DELIVERED PURSUANT HERETO OR THERETO). EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE V, AND THE OTHER SELLER TRANSACTION DOCUMENTS TO WHICH ANY SELLER IS A PARTY (INCLUDING IN EACH CASE ANY CERTIFICATES DELIVERED

PURSUANT HERETO TO THERETO), THE PURCHASED ASSETS ARE BEING TRANSFERRED BY SELLERS ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS, IMPLIED OR STATUTORY, WRITTEN OR ORAL, OF ANY KIND, NATURE OR DESCRIPTION, BY ANY SELLER OR ACQUIRED COMPANY, ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES. ANY CLAIMS PURCHASER MAY HAVE FOR BREACH OF REPRESENTATION OR WARRANTY SHALL BE BASED SOLELY ON THE REPRESENTATIONS AND WARRANTIES OF SELLERS SET FORTH IN ARTICLE V (AS MODIFIED BY THE SCHEDULES) AND THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THE OTHER SELLER TRANSACTION DOCUMENTS TO WHICH ANY SELLER IS A PARTY (INCLUDING IN EACH CASE ANY CERTIFICATES DELIVERED PURSUANT HERETO OR THERETO). PURCHASER FURTHER REPRESENTS AND AGREES (I) THAT NO SELLER NOR ANY OF THEIR RESPECTIVE AFFILIATES, OR ANY OTHER PERSON HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION REGARDING THE SELL SIDE COMPANIES, THE BUSINESS OR THE TRANSACTIONS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE OTHER SELLER TRANSACTION DOCUMENTS (INCLUDING ANY CERTIFICATES DELIVERED PURSUANT HERETO OR THERETO), (II) PURCHASER, ITS AFFILIATES AND THEIR RESPECTIVE REPRESENTATIVES HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT AND OR THE OTHER SELLER TRANSACTION DOCUMENTS (INCLUDING ANY CERTIFICATES DELIVERED PURSUANT HERETO OR THERETO) AND (III) THAT NO SELLER NOR ANY OF ITS AFFILIATES OR ANY OTHER PERSON WILL BE SUBJECT TO ANY LIABILITY TO PURCHASER OR ANY OTHER PERSON RESULTING FROM THE DISTRIBUTION TO PURCHASER, ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES OR PURCHASER'S USE OF, ANY INFORMATION, INCLUDING ANY CONFIDENTIAL MEMORANDA OR REPORTS DISTRIBUTED ON BEHALF OF SELLERS RELATING TO THE BUSINESS OR THE PURCHASED ASSETS OR OTHER PUBLICATIONS OR DATA ROOM INFORMATION PROVIDED TO PURCHASER, ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES, OR ANY OTHER DOCUMENT OR INFORMATION IN ANY FORM WHETHER WRITTEN OR ORAL PROVIDED TO PURCHASER, ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES IN CONNECTION WITH THE SALE OF THE BUSINESS, THE PURCHASED ASSETS AND THE TRANSACTIONS, EXCEPT IN THE CASE OF FRAUD. PURCHASER ACKNOWLEDGES THAT IN MAKING THE DETERMINATION TO PROCEED WITH THE TRANSACTIONS, PURCHASER HAS RELIED ON THE RESULTS OF ITS OWN INDEPENDENT INVESTIGATION AND ONLY THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THE OTHER SELLER TRANSACTION DOCUMENTS TO WHICH ANY SELLER IS A PARTY (INCLUDING IN EACH CASE ANY CERTIFICATES DELIVERED PURSUANT HERETO OR THERETO).

ARTICLE VII

BANKRUPTCY COURT MATTERS

7.1 Competing Transaction.

(a) This Agreement is subject to approval by the Bankruptcy Court and the consideration by Sellers of higher or better competing bids (each a "Competing Bid").

(b) From the Effective Date until the earlier of (i) twenty-five (25) days from the Petition Date, or (ii) the entry of the Bidding Procedures Order by the Bankruptcy Court, Sellers shall not, and shall cause their respective Affiliates and Representatives to not, directly or indirectly, (i) solicit, initiate or induce the making, submission or announcement of, or knowingly encourage, an Acquisition Proposal; (ii) furnish to any Person (other than Purchaser or any of its designees) any nonpublic information relating to the Sell Side Companies, or afford to any Person (other than Purchaser or any of its designees) access to the business, properties, assets, books, records or other non-public information, or to any personnel, of the Sell Side Companies, in any such case with the intent to induce the making, submission or announcement of, or the intent to encourage, an Acquisition Proposal, or any inquiries that would reasonably be expected to lead to an Acquisition Proposal, (iii) participate or engage in discussions or negotiations with any Person with respect to an Acquisition Proposal, or (iv) enter into any Contract relating to an Acquisition Proposal; provided, however, that notwithstanding the foregoing, during the period beginning on the Petition Date until the earlier of (i) twenty-five (25) days after the Petition Date, or (ii) entry of the Bidding Procedures Order by the Bankruptcy Court, Sellers, their respective Affiliates and Representatives may provide all information provided to Purchaser and its Representatives relating to the Sell Side Companies to any of the Sale Process NDA Parties, in connection with considering an Acquisition Proposal and its Representatives may participate or engage in discussions with such Persons and their respective Representatives with respect to such information, but may not engage in negotiations for or knowingly encourage an Acquisition Proposal with such Persons and their respective Representatives.

(c) Following entry of the Bidding Procedures Order, Sellers, their Representatives and Affiliates may take the actions prohibited by Section 7.1(b).

(d) Following completion of the Auction, if Purchaser is declared the Successful Bidder by the Seller, Sellers, their Representatives and Affiliates shall not, directly or indirectly (i) solicit, initiate or induce the making, submission or announcement of, or knowingly encourage, facilitate or assist, an Alternative Transaction, or (ii) (A) furnish to any Person (other than Purchaser or any of its designees) any nonpublic information relating to the Sell Side Companies, or afford to any Person (other than Purchaser or any of is respective designees) access to the business, properties, assets, books, records or other non-public information, or to any personnel, of the Sell Side Companies, in any such case with the intent to induce the making,

submission or announcement of, or the intent to encourage, facilitate or assist, an Alternative Transaction or any inquiries that would reasonably be expected to lead to an Alternative Transaction, (B) participate or engage in discussions or negotiations with any Person with respect to an Alternative Transaction, or (C) enter into any Contract relating to an Alternative Transaction.

(e) Subject to the terms and conditions of the Bid Procedures Order, Purchaser shall have the right to bid against any bids for an Alternative Transaction at the Auction.

7.2 Bankruptcy Court Filings.

(a) The Sale Motion. Subject in all respects to the Sale Milestones, within one (1) Business Day following commencement of the Bankruptcy Case, Sellers shall file with the Bankruptcy Court the Sale Motion seeking entry of the Sale Order and the Bidding Procedures Order.

(b) Bidding Procedures Order. Neither Sellers nor the Secured Noteholders shall change or modify, or request that the Bankruptcy Court change or modify, any of the dates or procedures set forth in this Agreement (including the Sale Milestones) or the Bidding Procedures Order, including the dates of the hearing on the Sale Motion and Closing Date, without prior written consent of Purchaser. The purchase and sale of the Purchased Assets will be in accordance with (and only in accordance with) the Bidding Procedures Order. The Sellers shall obtain the written agreement of the Secured Noteholders to comply with this Section 7.2 (b).

(c) Assignment and Assumption Procedures. The Sale Motion shall include procedures for the assumption of and assignment to Purchaser of the Purchased Contracts (the "Assignment and Assumption Procedures"). The Assumption and Assignment Procedures shall require Sellers to serve on each non-debtor Contract counterparty a notice specifically stating that (i) Sellers are or may be seeking to assume and assign the Contract; (ii) the Cure Costs for each Contract and (iii) the deadline for objecting to the Cure Costs which shall be no later than fourteen (14) days prior to the hearing to consider approval of the Sale Order. The Assumption and Assignment Procedures shall provide that upon objection by the non-debtor Contract counterparty to the Cure Costs asserted by Sellers with regard to any Contract (such contract, a "Disputed Contract"), Sellers, with the consent of Purchaser, shall either settle the objection of such party or shall litigate such objection under procedures as the Bankruptcy Court shall approve and proscribe. In no event shall any Seller settle a Cure Costs objection with regard to any Purchased Contract without the express written consent of Purchaser (with an email consent being sufficient). In the event that a dispute regarding the Cure Costs with respect to a Contract has not been resolved as of the Closing Date, the Parties shall nonetheless remain obligated to consummate the Transactions. Upon entry of an Order determining any Cure Costs regarding any Disputed Contract after the Closing (the "Disputed Contract Order"), Purchaser shall have

the option to designate the Disputed Contract as an Excluded Contract (regardless of whether such Disputed Contract was set forth on Schedule 2.6(a)), in which case, for the avoidance of doubt, Purchaser shall not assume the Disputed Contract and shall not be responsible for the associated Purchaser Paid Cure Costs (if any) with such Disputed Contract; provided, however, that if Purchaser does not designate such Disputed Contract as an Excluded Contract within fifteen (15) days after the date of the Disputed Contract Order, such Disputed Contract shall automatically be deemed to be a Purchased Contract for all purposes under this Agreement and Purchaser (in the case of a Purchaser Paid Cure Cost) or Sellers (in all other cases) shall be obligated to pay any Cure Costs associated with such Disputed Contract within five (5) Business Days of such Disputed Contract being deemed a Purchased Contract.

(d) Sale Order. Subject to Purchaser being designated as the Successful Bidder, Sellers shall promptly use commercially reasonable efforts to obtain entry of the Sale Order approving this Agreement and authorizing the Transactions, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code and that the Purchase Price was not controlled by an agreement in violation of Section 363(n) of the Bankruptcy Code.

(e) Other Filings in the Bankruptcy Case. Sellers shall promptly provide Purchaser with the proposed final drafts of any and all motions, applications, pleadings, schedules, statements, reports and other papers (including exhibits and supporting documentation) filed by or on behalf of Sellers related to or that might have an effect upon the Purchased Assets, the Purchased Contracts, this Agreement or the consummation of the Transactions or any provision thereof or herein, so as to provide the Purchaser and its counsel with a reasonable opportunity to review and comment on such motions, applications, pleadings, schedules, statements, reports and other papers prior to filing with the Bankruptcy Court, and insomuch as is consistent with the Sellers' fiduciary duties, consider such comments in good faith. Purchaser may file a notice of appearance in the Bankruptcy Case and Sellers acknowledge and agree that Purchaser shall have standing to appear in connection with all proceedings regarding the sale of the Purchased Assets in the Bankruptcy Case.

7.3 Back-up Bidder. Sellers and Purchaser agree that, in the event that Purchaser is not the Successful Bidder at the Auction, and the Alternative Transaction with the Successful Bidder does not close, if and only if Purchaser is the Back-up Bidder, Purchaser shall promptly consummate the Transactions upon the terms and conditions as set forth herein, including the Purchase Price as the same may be modified by Purchaser at the Auction. Purchaser acknowledges that time is of the essence in achieving Closing and shall undertake all commercially reasonable efforts to reach Closing in a timely manner. Notwithstanding anything to the contrary herein or in the Bid Procedures Order, in the event Sellers elect to proceed with an Alternative Transaction, Purchaser shall not serve as the Back-up Bidder unless it chooses to participate in the Auction and bids against the proposed Alternative Transaction.

7.4 Credit Bidding. Purchaser shall have the right to credit bid all or a portion of the Bid Protections at any Auction or otherwise. In no event shall Sellers provide bid protections (in the form of a break-up fee, expense reimbursement, or otherwise) to any bidder other than Purchaser. In no event shall Secured Noteholders (or any assignees, transferees or purchasers of the secured Indebtedness held by any Secured Noteholder) be permitted to credit bid for the Purchased Assets as all or part of any competing bid for the Purchased Assets at any Auction at which Purchaser is bidding pursuant to the terms of this Agreement. Purchaser shall obtain the written agreement of the Secured Noteholders to comply with this Section 7.4 and to cause any assignee, transferee, or purchaser of the secured debt of such Secured Noteholders to comply with this Section 7.4. The Parties agree that the provisions substantially in the form of this Section 7.4 shall be reflected in the Bidding Procedures Order.

7.5 Bankruptcy Process. Unless Purchaser is in material breach of this Agreement or this Agreement has been terminated, Sellers covenant and agree that if the Sale Order is entered, the terms of any plan submitted by Sellers to the Bankruptcy Court for confirmation or otherwise supported by Sellers shall not conflict with, supersede, abrogate, nullify, modify or restrict the terms of this Agreement or the rights of Purchaser hereunder, or in any way prevent or interfere with the consummation or performance of the transactions contemplated by this Agreement, including any transaction that is contemplated by or approved pursuant to the Sale Order. If the Bidding Procedures Order, the Sale Order or any other Order of the Bankruptcy Court relating to this Agreement shall be appealed or any petition for certiorari or motion for rehearing or reargument shall be filed with respect thereto, Sellers agree to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion, and Purchaser agrees to cooperate in such efforts, and each Party agrees to use its reasonable efforts to obtain an expedited resolution of such appeal.

7.6 Notice to Notice Parties. Notice of the hearing on the Sale Motion, and request for entry of the Sale Order and the objection deadline shall be served by Sellers in accordance with the Bankruptcy Code and Bankruptcy Rules, including Bankruptcy Rules 2002, 6004, 6006 and 9014, any applicable local rules of the Bankruptcy Court and any orders of the Bankruptcy Court on all persons required to receive notice, including, but not limited to (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to the Creditor's Committee; (iii) all entities known to have expressed an interest in a transaction with respect to the Purchased Assets during the past nine (9) months; (iv) all counterparties to any contracts or leases, whether executory or not; (iii) all parties with Encumbrances on or against any of the Sellers' assets; (iv) all affected federal, state and local governmental regulatory and taxing authorities, including the Internal Revenue Service; (v) all known holders of claims against and equity interests in the Sellers, (vi) all of the Sellers' insurers; (vii) all parties that have filed and not withdrawn requests for notices pursuant to Bankruptcy Rule 2002 (the "2002 List") and (viii) to the extent not already included above, all parties in interest listed on the Sellers' creditor matrix (collectively, the "Notice Parties"). Sellers shall provide notice to the Notice Parties that all responses or objections to the Sale Motion shall be served on, among others, counsel to Purchaser.

ARTICLE VIII

COVENANTS

8.1 Expense Reimbursement and Break-Up Fee. Notwithstanding anything in this Agreement to the contrary, the Sellers agree, on a joint and several basis, to pay Purchaser the Expense Reimbursement and the Break-Up Fee in the event this Agreement is terminated as provided in Section 4.4(h)(i) or is otherwise payable as provided in Section 4.6(a). The Parties acknowledge and agree that the terms and conditions set forth in Section 4.6 with respect to the payment of the Expense Reimbursement and Break-Up Fee shall become operative upon entry by the Bankruptcy Court of the Bidding Procedures Order.

8.2 Sale Free and Clear. Sellers acknowledge and agree that on the Closing Date the Purchased Assets shall be transferred to Purchaser free and clear of all Encumbrances and liabilities (including, for the avoidance of doubt, all forms of successor liability), other than the Permitted Encumbrances and the Assumed Liabilities, as provided for in the Sale Order, which shall be in form and substance satisfactory to Purchaser and Seller. In connection therewith and without limiting the generality of the foregoing, as of the Closing Date the Sellers and the Secured Noteholders shall execute and deliver the releases contemplated by Section 4.2(i). The Sellers shall obtain the written agreement of the Secured Noteholders to be bound by this Section 8.2. The Parties agree that the provisions substantially in the form of this Section 8.2 shall be reflected in the Sale Order.

8.3 Regulatory and Other Approvals. During the Interim Period:

(a) The Parties will, in order to consummate the Transactions, proceed diligently and in good faith and use commercially reasonable efforts, as promptly as practicable, (i) to obtain the Consents reasonably needed prior to consummation of the Transactions as set forth on Schedule 8.3(a) (the "Required Consents"), in form and substance reasonably satisfactory to Sellers and Purchaser, provided, however, that except as otherwise contemplated in Section 8.3(c), the Parties acknowledge and agree that neither Purchaser nor Sellers shall have any obligation to pay any consideration, other than customary fees imposed by Governmental Bodies in order to obtain any of the Required Consents, (ii) to make all required filings with, to give all required notices to, and obtain all authorization from, any Governmental Bodies that are necessary or advisable for the lawful completion of the Transactions, including under the HSR Act and any other applicable Law, and (iii) cooperate in good faith with the applicable Governmental Bodies and provide promptly such other information and communications to such Governmental Bodies or other Persons as such Governmental Bodies or other Persons may reasonably request in connection therewith.

(b) Each Party will promptly notify the other when any such approval referred to in Section 8.3(a) is obtained, taken, made, given or denied, as applicable, and will advise each

other of any communications with any Governmental Bodies or other Person regarding any of the Transactions.

(c) In furtherance of the foregoing covenants:

(i) Each Party shall prepare, or with respect to any required HSR Act filings, cause its "ultimate parent entity" (as defined in the HSR Act) to prepare, as soon as is practical following the Effective Date, in connection with the Transactions, all necessary filings under the HSR Act or any other applicable Laws. Each Party shall submit, or with respect to any required HSR Act filings, cause its "ultimate parent entity" to submit, such filings as soon as practicable, but, with respect to filings under the HSR Act, in no event later than eight (8) Business Days after the Effective Date. The Parties shall request expedited treatment of any such filings, shall promptly make any appropriate or necessary subsequent or supplemental filings or provide any additional information or documents that the relevant Governmental Bodies or other Persons may reasonably request and shall cooperate with each other in the preparation of such filings in such manner as is reasonably necessary and appropriate. The Parties shall consult with each other and shall agree in good faith upon the timing of such filings. Purchaser will pay all of the filing fees under the HSR Act;

(ii) Subject to applicable confidentiality restrictions or restrictions required by Law, each Party will notify the other promptly upon the receipt of (A) any comments, questions or communications from any officials of any Governmental Body in connection with any filings made pursuant to this Section 8.3 or the Transactions and (B) any request by any officials of any Governmental Body for amendments or supplements to any filings made pursuant to any Laws of any Governmental Body or answers to any questions or the production of any documents relating to an investigation of the Transactions by any Governmental Body. Whenever any event occurs that is required to be set forth in an amendment or supplement to any filing made pursuant to this Section 8.3, each Party will promptly inform the other of such occurrence and cooperate in filing promptly with the applicable Governmental Body such amendment or supplement. Without limiting the generality of the foregoing, each Party shall promptly provide to the other (or the other's respective advisors) copies of all correspondence between such Party and any Governmental Body and any productions made by such Party or its Affiliates to any Governmental Body relating to the Transactions. The Parties may, as they deem advisable and necessary, designate any competitively sensitive materials provided to the other under this Section 8.3 as "outside counsel only." Such materials and the information contained therein shall be given only to outside counsel of the recipient and will not be disclosed by such outside counsel to employees, officers or directors of the recipient without the advance written consent of the Party providing such materials. In addition, to the extent not prohibited by the applicable Governmental Body, all discussions, meetings and, to the extent reasonably practicable, telephone calls with a Governmental Body regarding the Transactions shall include Representatives of each Party. Subject to applicable Law, the Parties will consult and cooperate with each other in connection with any analyses, appearances, presentations, memoranda, briefs, arguments and proposals

made or submitted to any Governmental Body regarding the Transactions by or on behalf of any Party;

(iii) Purchaser shall use commercially reasonable efforts to take, in order to consummate the Transactions, all actions necessary or advisable to secure the expiration or termination of any applicable waiting period under the HSR Act and obtain any other Required Consents from a Governmental Body as promptly as practicable, and resolve as promptly as practicable any objections that may be asserted by any Governmental Body with respect to the Transactions, including by (A) proposing, negotiating, offering to commit and effect (and if such offer is accepted, commit to and effect), by consent decree, hold separate order or otherwise, the sale, divestiture or disposition of any assets of Purchaser or its subsidiaries or the Business, (B) terminating or modifying any existing relationships and contractual rights and obligations of Purchaser or its subsidiaries or the Business, (C) otherwise offering to take or offering to commit to take any action which it is capable of taking and, if the offer is accepted, take or commit to take such action, that limits its freedom of action with respect to, or its ability to retain, any of the assets of Purchaser or its subsidiaries or the Business and (D) taking promptly, in the event that any temporary, permanent or preliminary injunction or other order is entered or becomes reasonably foreseeable to be entered in any proceeding that would make consummation of the Transactions unlawful or that would prevent or delay consummation of the Transactions, any and all steps (including the steps contemplated by clauses (A) through (C) of this Section 8.3(c)(iii)) necessary to vacate, modify or suspend such injunction or order; and

(iv) Sellers shall use commercially reasonable efforts to take, in order to consummate the Transactions, all actions reasonably necessary to (A) keep Purchaser apprised, during the pendency of the Bankruptcy Case, of all material developments and filings made with respect to the Bidding Procedures Order or the Sale Order in the Bankruptcy Case, (B) comply in all material respects with, during the pendency of the Bankruptcy Case, the Bidding Procedures Order, the Sale Order and any other Orders of the Bankruptcy Court to the extent applicable to the Transactions and (C) respond to and seek to resolve as promptly as reasonably practicable any objections asserted by any Person with respect to the Bidding Procedures Order or the Sale Order during the pendency of the Bankruptcy Case. Without the prior written consent of Purchaser, Sellers shall not seek (or assist any other Person in seeking) to alter or enjoin the terms of, during the pendency of the Bankruptcy Cases, the Bidding Procedures Order or the Sale Order in a manner that would reasonably be expected to prevent Sellers from performing its obligations hereunder.

8.4 Access to Information. Sellers agree that, during the Interim Period, other than Privileged Communications, Purchaser, the Debt Financing Sources and their respective Representatives shall be entitled to make such investigation of the properties, businesses and operations (including, for the avoidance of doubt, Tax Returns and other books and records relating to Taxes paid or payable by Sellers or their Affiliates) of the Sell Side Companies and the Business, the Purchased Assets and the Assumed Liabilities as Purchaser, the Debt Financing

Sources and their respective Representatives reasonably request and to make extracts and copies of such books and records. Any such investigation and examination shall be conducted during regular business hours upon reasonable advance notice and under reasonable circumstances and shall be subject to restrictions under applicable Law. Sellers shall cause any of their respective Representatives to cooperate with Purchaser, the Debt Financing Sources and their respective Representatives in connection with such investigation and examination, and Purchaser, the Debt Financing Sources and their respective Representatives shall cooperate with Sellers and their respective Representatives and shall use their reasonable efforts to minimize any disruption to the Business. Notwithstanding anything herein to the contrary, for the avoidance of doubt, (i) the Transactions and the provisions of this Section 8.4 are subject to the Confidentiality Agreement, and (ii) no such investigation or examination shall be permitted to the extent that it would require any of the Sell Side Companies to disclose information which, in the opinion of the Company's outside counsel, constitutes Privileged Communications.

8.5 Financing Assistance.

(a) Prior to the Closing, Sellers shall, and shall cause the Acquired Companies to, use their commercially reasonable efforts to cause each of their respective Representatives to, provide to Purchaser such customary cooperation and assistance that is reasonably requested by Purchaser in connection with Purchaser obtaining equity and Debt Financing for the transactions contemplated by this Agreement, including: (i) participating in a reasonable number of meetings (including customary one-on-one meetings with prospective financing sources and investors and senior management and Representatives of any of the Sell Side Companies with appropriate seniority and expertise), due diligence sessions, field examinations and appraisals; (ii) assisting with the drafting and preparation of the definitive financing documentation, including schedules thereto, perfection certificates and borrowing base reports; (iii) negotiating, and causing its subsidiaries to execute and deliver, any customary credit agreements and pledge and security documents and otherwise reasonably facilitating the granting of a security interest (and perfection thereof) in collateral, guarantees, mortgages, other definitive financing documents or other certificates, customary closing certificates and documents as may be reasonably requested by Purchaser (provided that no obligation of any of the Sell Side Companies under any such agreement or other financing document shall be effective until Closing); (iv) facilitating the delivery of insurance certificates and other information with respect to the Sell Side Companies required in connection with the Debt Financing by regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including USA PATRIOT Act of 2001 or that are otherwise required by the Debt Financing Sources; and (v) furnishing Purchaser and its Debt Financing Sources as promptly as practicable with financial information regarding the Sell Side Companies and the Business as may be necessary; provided, that no such preparation of materials shall require the preparation by the Sell Side Companies or the Business of pro forma financial information not currently available as of the date of this Agreement; provided, further, that nothing herein shall require such cooperation to the extent it would interfere unreasonably with the business or operations of the Sell Side Companies. Notwithstanding the foregoing and Section 8.4, the Sell Side Companies shall not be required to

(A) enter into or perform under any agreement with respect to the Debt Financing that is not contingent upon the Closing or that would be effective prior to or simultaneous with the Closing, (B) waive or amend any terms of this Agreement or agree to pay any fees or reimburse any expenses prior to the Closing for which it has not received prior reimbursement or is not otherwise indemnified by or on behalf of Purchaser, (C) give any indemnities in connection with the Debt Financing that are effective prior to the Closing, (D) provide any information the disclosure of which is prohibited or restricted under applicable Law or (E) take any action that will conflict with or violate its organizational documents or any applicable Laws or would result in a violation or breach of, or default under, any agreement to which any Sell Side Company is a party.

(b) Purchaser shall indemnify and hold harmless the Sell Side Companies from and against any and all losses suffered or incurred by any of them in connection with the arrangement of the Debt Financing (including actions taken at the request of Purchaser in accordance with Section 8.5(a)) and any information utilized in connection therewith (it being understood and agreed, however, that Sellers (and not Purchaser) shall be responsible for (a) de minimis expenses, (b) fees payable to existing legal, financial or other advisors of the Sell Side Companies with respect to services provided prior to the Closing Date, (c) any ordinary course amounts payable to existing employees of or consultants to the Sell Side Companies or any of their Affiliates with respect to services provided prior to the Closing Date and (d) any amounts that would have been incurred in connection with the transactions contemplated hereby regardless of the Debt Financing). Purchaser shall, promptly upon request by the Company, reimburse Sellers for all documented and reasonable out-of-pocket costs incurred by the Sell Side Companies in connection with Section 8.5(a).

(c) For so long as this Agreement has not been terminated in accordance with Section 4.4, the Company, on behalf of itself and each of the Sell Side Companies, hereby consents to the use of its trademarks, service marks and logos in connection with the Debt Financing; provided, that such logos are used solely in a manner that is not intended to nor reasonably likely to harm or disparage the Sell Side Companies or the reputation or goodwill thereof.

8.6 Conduct of the Business Pending the Closing.

(a) During the Interim Period, except (1) as set forth on Schedule 8.6(a)(i), (2) as permitted under the Critical Vendors Motion or the Sale Guidelines (or Orders of the Bankruptcy Court approving such motion or the Sale Guidelines) or as required under applicable law or by an Order of the Bankruptcy Court, (3) as otherwise contemplated by this Agreement or (4) with the prior written consent of Purchaser, which consent shall not be unreasonably withheld, delayed or conditioned, Sellers shall, and shall cause the Acquired Companies to, (x) conduct the Business only in the Ordinary Course of Business, and (y) use their commercially reasonable efforts to (A) preserve the present business operations, property, assets, organization and goodwill of the Business, and (B) preserve the present relationships with employees,

customers and suppliers of the Sell Side Companies. Notwithstanding anything to the contrary in this Agreement, during the Interim Period, Sellers shall use commercially reasonable efforts to have the Critical Vendors Motion approved by the Bankruptcy Court.

(b) During the Interim Period, except (1) as set forth on Schedule 8.6(b), (2) as permitted under the Critical Vendors Motion or the Sale Guidelines or as required by applicable Law or by an Order of the Bankruptcy Court, (3) as otherwise contemplated by this Agreement or (4) with the prior written consent of Purchaser, which consent shall not be unreasonably withheld, delayed or conditioned, Sellers shall not, and shall cause the Acquired Companies to not:

(i) amend their respective Organizational Documents (except to facilitate or in connection with the Transactions or to the extent necessary to prevent the dissolution or other termination of a Sell Side Company) or form any subsidiary or joint venture entity;

(ii) (a) increase or promise to increase the salary, wage rates, bonuses, commissions, fees, fringe benefits or other compensation (including equity based compensation) payable or to become payable by any Sell Side Company to, or in respect of, any of the Business Employees or Contingent Workers, or (b) make any declaration, payment or commitment or obligation of any kind for the payment (whether in cash or equity or otherwise) by any Sell Side Company of a notice payment, severance payment, leave approval or payment, change in control payment, any other termination or employment-related payment, bonus, special remuneration or other additional salary or compensation (including equity based compensation), in each case, to any of the Business Employees or Contingent Worker;

(iii) terminate the employment of any Key Business Employee or implement any mass layoff implicating WARN Laws;

(iv) enter into, adopt or amend any employment agreement, change of control, severance or similar agreement;

(v) other than in the Ordinary Course of Business, acquire any material properties or assets that would be Purchased Assets or assets of the Acquired Companies or sell, assign, license, transfer, convey, lease or otherwise dispose of any Purchased Assets or assets of the Acquired Companies (except for the purpose of disposing of obsolete or worthless assets or assets with a value under $5,000 in the aggregate or in connection with the payment or satisfaction of intercompany payables among the Sell Side Companies or mortgage, pledge or subject to any Encumbrance (other than Permitted Encumbrances) any portion of the any Purchased Assets or assets of the Acquired Companies;

(vi) transfer, issue, deliver, sell, pledge, encumber, dispose or authorize or propose the issuance, delivery or sale of, any equity interests of any class, or other ownership interests in, any Sell Side Company, or grant options, warrants, calls or other rights to purchase

or otherwise acquire equity securities of, or other ownership interest in, any Sell Side Company, including any securities convertible into any such equity interests, or any rights, warrants, calls, subscriptions or options to acquire any such equity interests or convertible securities;

(vii) waive or release any material right of any Sell Side Company except in the Ordinary Course of Business;

(viii) enter into any commitment for capital expenditures for any of the Sell Side Companies in excess of $100,000 for any individual commitment and $1,000,000 for all commitments in the aggregate;

(ix) enter into or commence negotiations with a labor organization or other trade union except in the Ordinary Course of Business;

(x) grant any waiver or release any claim or right or cancellation of any material debt held by the Sell Side Companies;

(xi) modify the terms of any existing material Indebtedness or incur any new material Indebtedness other than advances under the Company's senior secured credit facility in the Ordinary Course of Business or guarantee any material Indebtedness of another Person;

(xii) establish, adopt or amend (except as required by Law) any Benefit Plan;

(xiii) institute, commence, settle or compromise any material pending or threatened Proceeding, by or against the Sell Side Companies or relating to the Business or any of its properties or assets;

(xiv) make any loans or advances to, or guarantees for the benefit of, any Person (other than advances to employees for travel and business expenses incurred in the Ordinary Course of Business that do not exceed $100,000 in the aggregate);

(xv) pay any refunds, credits, rebates or other allowances to any supplier or customer, other than in the Ordinary Course of Business;

(xvi) modify or amend in any material respect, or terminate, or waive any material rights under any Material Contract or, other than Material Contracts in the Ordinary Course of Business with expected annual expenditure of not more than $250,000 or that can be terminated by the Sellers without penalty on less than 60 days' notice, enter into any contract that would otherwise qualify as a Material Contract;

(xvii) make any material change in accounting or Tax accounting methods or practices, any amendment to Tax Returns or any election, agreement or arrangement entered into with respect to Taxes;

(xviii) effect any recapitalization, reclassification, equity split, combination or like change in the capitalization of any Sell Side Company, or amend the terms of any outstanding securities of any Sell Side Company;

(xix) authorize, declare, set aside, or pay any dividend or other distribution in respect of any of the Equity Interests of any Sell Side Company or any direct or indirect redemption, purchase, or other acquisition of such Equity Interests;

(xx) with respect to the Acquired Companies, voluntarily or involuntarily commence any bankruptcy proceeding or adopt a plan of complete or partial liquidation, dissolution, restructuring or recapitalization (or similar action in any foreign jurisdiction);

(xxi) materially shorten or lengthen the customary payment cycles for any of its payables or receivables or otherwise engage in unusual efforts to accelerate the collection of accounts receivable or unusually delay the payment of accounts payable or participate in activity of the type sometimes referred to as "trade loading" or "channel stuffing" or any other activity that reasonably could be expected to result in an increase, temporary or otherwise, in the demand for the products offered by the Sell Side Companies before the Effective Date;

(xxii) transfer Inventory to or from any Store other than in the ordinary course of business consistent with past practice;

(xxiii) fail to pay any maintenance or similar fees in connection with the prosecution and maintenance of applicable Purchased Intellectual Property, or otherwise fail to protect and maintain Purchased Intellectual Property consistent with past practice;

(xxiv) reject any Contract;

(xxv) with respect to any Contract whose renewal option notice period expires during the Interim Period, fail to renew or otherwise extend such Contract to the extent permitted pursuant to such Contract;

(xxvi) use any Acquired Companies Cash and Cash Equivalents to pay, after the Measurement Time, any Income Taxes of the Acquired Companies, Acquired Companies Closing Indebtedness or Acquired Companies Transaction Expenses; or

(xxvii) agree, enter into any Contract, commitment or undertaking to do any of the activities prohibited by this Section 8.6.

(c) During the Interim Period, except with the prior written consent of Purchaser, which consent shall not be unreasonably withheld, delayed or conditioned, Sellers shall not, and shall cause the Acquired Companies to not, file any motions inconsistent with, or that seek to change, their obligations under Sections 8.6(a) and (b).

8.7 Further Assurances. Each of the Parties shall use their commercially reasonable efforts to (a) take all actions necessary or appropriate to consummate the Transactions and (b) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the Transactions.

8.8 Confidentiality. Each of the Parties acknowledges that the Confidential Information (as defined in the Confidentiality Agreement) provided to it in connection with this Agreement, including under Section 8.4, and the consummation of the Transactions, is subject to the terms of the confidentiality agreement between Purchaser and Sellers, dated December 20, 2017 (the "Confidentiality Agreement"), the terms of which are incorporated herein by reference. The Parties agree that, effective as of the Closing, the Confidentiality Agreement shall automatically be terminated without the requirement of any action by any Person.

8.9 Preservation of Records.

(a) Each of Sellers and Purchaser, at its own expense, agree to preserve and keep the records, or in the case of Sellers, arrange for the preservation and keeping of the records, held by it relating to the Business until the later of (i) six (6) months after the Closing Date or (ii) the date of entry of a final decree closing the Bankruptcy Case, and shall make such records available to the other Party as may be reasonably required by such Party in connection with, among other things, any insurance claims, Proceedings or Tax Claims against or governmental investigations of Sellers or Purchaser or any of Purchaser's Affiliates, administering the Bankruptcy Case, including in connection with any motion or claim objection filed or to be filed by or against any of Sellers or its Affiliates in the Bankruptcy Case or reconciling claims filed in the Bankruptcy Case, winding up Sellers, the liquidation, sale or other disposition of any Excluded Assets and the closing of the Retained Accounts, the filing of Tax Returns, terminating and winding up of any Benefit Plans (other than the Transferred Plans), or in order to enable Sellers or Purchaser to comply with its obligations under this Agreement and the other Transaction Documents.

(b) Notwithstanding Section 8.9(a), in the event Sellers wish to destroy records subject to the preservation requirements of Section 8.9(a), Sellers are entitled to destroy such records by (i) giving ninety (90) days prior written notice (the "Original Notice") to Purchaser and Purchaser shall have the right at its option and its expense, upon prior written notice given to Sellers within such ninety (90) day period, to take possession of the records within one hundred and eighty (180) days after the date of the Original Notice; or (ii) seeking (on written notice to Purchaser) and obtaining an Order of the Bankruptcy Court; provided, however, that such Order will provide that the Purchaser shall have the right at its option and its expense to

take possession of the records within one hundred and eighty (180) days after the date of such Order.

(c) Neither Purchaser nor any Seller shall be obligated to provide the other party with access to any records (including personnel files) pursuant to this Section 8.9 where such access would violate any Law or, after consultation with legal counsel of the Party who possesses such records, it is the opinion of such Party's legal counsel that providing access to such records would likely lead to the loss of any privilege provided to such Party or such records.

8.10 Publicity and Other Communications. During the Interim Period, neither Sellers nor Purchaser shall, and each of the foregoing shall cause their respective Representatives and Affiliates to not, issue any press release or other public or otherwise general announcement or communication (including to employees, vendors, customers and distributors of, or manufacturers for, any Sell Side Company) concerning this Agreement or the Transactions (other than the Debt Financing) without obtaining the prior written approval of the other Parties, which approval will not be unreasonably withheld, delayed or conditioned, unless, in the reasonable judgment of Purchaser or Sellers in consultation with such Party's legal counsel, disclosure is otherwise required by applicable Law; provided, however, that the Party intending to make such release shall use its commercially reasonable efforts consistent with such applicable Law to consult with the other Party with respect to the content of such press release, communication or public announcement. Parent and Sellers will mutually agree on the language of press releases, if any, at the execution of this Agreement and the Closing. Notwithstanding anything to the contrary in this Agreement or in the Confidentiality Agreement, during the Interim Period, (a) Purchaser is permitted to report and disclose the status of this Agreement and the Transactions to its Representatives and its, and their Affiliates', limited partners and potential co-investors, if applicable, (b) Purchaser and its Representatives and Affiliates may communicate with the employees of the Sell Side Companies it has communicated with in connection with the negotiation of this Agreement prior to the Effective Time and any similarly situated employee, (c) with the prior written consent of Sellers (which may be in the form of an email), such consent not to be unreasonably withheld, delayed or conditioned (but which, for the avoidance of doubt, may take into account an agreed upon general approach with respect to the applicable communication), Purchaser and its Representatives and Affiliates may communicate with (i) employees of the Sell Side Companies other than of the type described in clause (b) of this sentence, and (ii) any counterparty to any Contract that may be a Purchased Contract as well as any other vendors, customer or distributors of, and manufacturers for, any Sell Side Company.

8.11 Additional Conveyance. In the event that it is discovered that any asset used in the Business is owned by the Company or any of its Subsidiaries (other than any Acquired Company) (the "Seller Group"), whether before or after the Closing, Sellers shall, and shall cause any other applicable member of the Seller Group to, at the sole cost and expense of the Seller Group, execute, acknowledge and deliver all such further conveyances, notices, assumptions and such other instruments, and shall take such further actions as may be reasonably necessary or

appropriate to transfer for no additional consideration such assets to one or more of Purchaser, the Acquired Companies or any other Persons designated in Purchaser's sole discretion.

8.12 Personally Identifiable Information.

(a) Purchaser acknowledges that the Purchased Assets include "personally identifiable information" within the meaning of section 363(b) of Bankruptcy Code along with associated information about Sellers' customers (the "Customer Information," and together with the Personal Information, the "Customer & Personal Information").

(b) Purchaser shall: (i) employ commercially reasonable security controls and procedures (technical, operational, and managerial) to protect the Customer & Personal Information; (ii) abide by all applicable U.S. Laws with respect to the Customer Information; (iii) use and disclose the Personal Information under its control solely for the purposes for which the Personal Information was collected or is otherwise not prohibited to be used or disclosed; and (iv) take any such reasonable actions as may be agreed between Sellers and Purchaser in writing

(c) Other than as may be required by applicable Laws, Purchaser shall abide by the Company Privacy Policy posted on the Company's website and privacy-related covenants made in Sellers' terms of service, governing the Customer & Personal Information and in effect as of the Petition Date (collectively, the "Company Privacy Obligations"); provided, however, that nothing in the foregoing shall prohibit Purchaser from updating or modifying any Company Privacy Obligations in the normal course of business. In the event that this Agreement is validly terminated, the Purchaser shall, within a reasonable period of time after receipt of a written request from the Company, return the Customer & Personal Information to Sellers or, in its discretion, destroy the Customer & Personal Information and provide a certificate of a senior officer of Purchaser to that effect to Sellers.

8.13 Purchaser Post-Closing Services. After the Closing until the later of (i) six (6) months after the Closing Date, or (ii) the date of entry of a final decree closing the Bankruptcy Case, Purchaser, at Purchaser's expense (other than with respect to documented reasonable out-of-pocket expenses incurred by Purchaser) for the first 6 months after Closing, and thereafter at Sellers' expense, agrees to make personnel reasonably available to the Sellers as may be requested by the Sellers at reasonable times, with reasonable prior notice and with Sellers using reasonable efforts to minimize any disruptions to Purchaser's business after the Closing in connection with, among other things, Sellers' handling of the following: any insurance claims, Proceedings or Tax Claims against or governmental investigations of Sellers, administering the Bankruptcy Case, including in connection with any motion or claim objection filed or to be filed by or against any of Sellers or their Affiliates in the Bankruptcy Case or reconciling claims filed in the Bankruptcy Case, winding up Sellers, the liquidation, sale or other disposition of any Excluded Assets and the closing of the Retained Accounts, the filing of Tax Returns, terminating and winding up of any Benefit Plans (other than the Transferred Plans), or in order to enable Sellers to comply with their obligations under this Agreement and the other Transaction

Documents. Notwithstanding the foregoing, (a) Purchaser shall not be required to pay any out-of-pocket expenses from its own funds in order to provide the service contemplated by this Section 8.13 and (b) to the extent Sellers pay the amount of such out-of-pocket expenses to Purchaser in advance of incurring such expenses, Purchaser shall pay, or cause to be paid, such amounts to the applicable service provider. Purchaser understands that making personnel reasonably available to Sellers pursuant to this Section 8.13 includes making personnel available to respond to questions and/or to provide testimony (including deposition testimony) in connection with any of the foregoing. The Parties agree that it is not intended that Purchaser's employees be the sole or primary persons handling the foregoing tasks.

8.14 No Liquidation Period; Store Closing.

(a) For a period of twenty-five (25) days following the Petition Date (such period, the "No Liquidation Period"), Sellers shall not, and shall cause the Sell Side Companies not to, sell or otherwise dispose of any Inventory other than in the Ordinary Course of Business or with respect to Inventory that was at Stores whose operations ceased prior to the Effective Date; provided, however, that, during the No Liquidation Period, neither Sellers nor any Sell Side Company shall conduct, or allow to be conducted, any store closing, going out of business, liquidation sales or similar sales at any Store that is operating in the Ordinary Course of Business as of the Effective Date.

(b) During the No Liquidation Period, Sellers shall not sell or dispose of, or enter into any Contract to sell or dispose of, any Real Property Documents, Inventory or other assets of any Seller that, if Purchaser adds any North American Store Occupancy Agreements to Schedule 2.6(a) in accordance with Section 2.6, such Real Property Documents, Inventory and other assets will become Purchased Assets under this Agreement; provided, however, nothing contained in this Agreement shall restrict Sellers' right to reject, under the Bankruptcy Code at any time, any Real Property Document related to any Store or warehouse not in use by any Seller as of the Effective Date.

(c) No later than 120 days following the expiration of the No Liquidation Period (the "Liquidation Period"), Sellers shall have (i) sold or otherwise disposed of all of the Excluded Inventory and (ii) closed all Excluded Stores (the "Store Closing"). In order to accomplish this, Sellers may sell any of the Excluded Stores or the Excluded Inventory to one or more Third Parties in one or more transactions and such Third Parties may enter into a contract or other arrangement with Sellers to sell Excluded Assets at such stores during the Liquidation Period

(d) Notwithstanding anything to the contrary in this Agreement, Sellers shall not enter into any Contract or agreement relating to the sale of Excluded Inventory unless such agreement incorporates and complies with the "store closing sale guidelines" attached hereto as Exhibit L (the "Store Closing Sale Guidelines"). To the extent that the Sellers and/or their professionals, or any purchaser of Excluded Inventory, fails to comply with the Store Closing

Sale Guidelines (in the form approved by the Bankruptcy Court) with respect to sale of Excluded Inventory, Purchaser may seek relief from the Bankruptcy Court to compel Sellers and/or their professionals, or any purchaser of Excluded Inventory, to comply with the Store Closing Sale Guidelines.

(e) In the event of any conflict between Section 8.6 and this Section 8.14, this Section 8.14 shall control.

8.15 Alleged Adidas Liability.

(a) From the Petition Date until the date that is sixty (60) days after the Closing Date (the "Initial Resolution Period"), Sellers shall use commercially reasonable efforts to resolve with Adidas all alleged Adidas Liability, which resolution shall include a full, express and unconditional release of the Acquired Companies, Purchaser and its Affiliates by Adidas from all liabilities and obligations with respect to the alleged Adidas Liability (the "Purchaser Adidas Release" and any such resolution that includes the Purchaser Adidas Release and does not require Purchaser or any of its Affiliates (including, after the Closing, any Acquired Company) to pay any monies or otherwise agree to any obligations or restrictions other than a release of Adidas with respect to the matters relating to the alleged Adidas Liabilities, a "Qualified Resolution"). If the alleged Adidas Liability is resolved pursuant to a Qualified Resolution during the Initial Resolution Period, then within five (5) Business Days of such Qualified Resolution becoming binding on all interested parties, the Company and Purchaser shall provide a joint written instruction to the Adidas Liability Escrow Agent to release the full amount then in the Adidas Liability Escrow Account to Sellers. If the alleged Adidas Liability is not resolved pursuant to a Qualified Resolution prior to the end of the Initial Resolution Period, then, on or prior to the end of the Initial Resolution Period, Sellers shall either (i) commence a Proceeding against Adidas in the Bankruptcy Court (or such other court of competent jurisdiction should the Bankruptcy Court lack jurisdiction) to fully resolve the alleged Adidas Liability, or (ii) provide a joint written instruction (which Purchaser shall execute) to the Adidas Liability Escrow Agent to release from the Adidas Liability Escrow Account (A) the full amount then in the Adidas Liability Escrow Account *less* $1,834,000 (the "No Resolution Release Amount") to Purchaser, and (B) $1,834,000 to Sellers. If Sellers commence a Proceeding as contemplated by the preceding sentence, then the Adidas Liability Escrow Amount shall not be released to either Purchaser or Sellers until such Proceeding and the alleged Adidas Liability is finally resolved, which resolution shall include the Purchaser Adidas Release (a "Qualified Final Adidas Resolution"). Upon the occurrence of a Qualified Final Adidas Resolution, the Company and Purchaser shall provide a joint written instruction to the Adidas Liability Escrow Agent to release (i) if any monies are determined in the applicable Proceeding to be owed by Purchaser or its Affiliates (including, for the avoidance of doubt, any Acquired Company) to Adidas, such owed amount (up to the amount then in the Adidas Liability Escrow Account) to Purchaser, and (ii) if there is any amount left in the Adidas Liability Escrow Account after the release contemplated by clause (i) of this sentence, such remaining amount to Sellers. The costs and expenses incurred by Sellers for any Proceeding to resolve the alleged Adidas Liability shall be

at Sellers' sole cost and expense, which costs and expense shall not be funded from the Adidas Liability Escrow Account. Sellers hereby agree to indemnify and hold Purchaser and its Affiliates harmless from any Adidas Liability; provided, however, any such monetary indemnification obligation shall only be satisfied from the Adidas Liability Escrow Amount.

(b) The resolution of the alleged Adidas Liability, including any Proceeding commenced by Sellers as contemplated by Section 8.15(a), shall be controlled by Sellers. No resolution of the alleged Adidas Liability may be effected by Sellers without Purchaser's consent unless (i) the Purchaser Adidas Release is obtained and (ii) the sole relief provided to Adidas and its Affiliates is monetary and is paid in full by the Sellers. If Sellers resolve the alleged Adidas Liability, including the settlement of any Proceeding commenced by Sellers as contemplated by Section 8.15(a), for more than the amount of the Adidas Liability Escrow Amount, Sellers agree that, unless otherwise agreed to by Purchaser, Sellers shall be liable for all of such amount, and Purchaser shall have no liability therefor. Prior to the earlier of the release of the No Resolution Release Amount to Purchaser or Sellers commencing a Proceeding against Adidas to resolve the alleged Adidas Liability, in each case in accordance with Section 8.15(a), Purchaser shall not have any discussions or negotiations with Adidas, commence a Proceeding against Adidas, or take any other action, in each case, with respect to the alleged Adidas Liability unless consented to by the Company. Notwithstanding anything to the contrary in this Agreement, (x) Sellers shall keep the Purchaser informed of all material developments and events (including negotiations and material discussions) relating to such Proceeding or other resolution attempt of the alleged Adidas Liability and (y) from and after a Proceeding having been instituted in accordance with Section 8.15(a), Purchaser shall have the right to participate in the defense of such claim or proceeding at its sole cost and expense. Notwithstanding any provision contained in this Agreement or as otherwise may be provided by law or in equity, the Parties agree that, in the event that the No Resolution Release Amount is released to Purchaser in accordance with Section 8.15(a), then after such release, Sellers shall have no Liability whatsoever (including by way of indemnification, contribution, setoff or otherwise) to Purchaser or its Affiliates or any of their Representatives arising out of or in connection with the alleged Adidas Liability.

8.16 Use of the "Rockport" Brand. Other than as expressly provided in this Agreement and the Transaction Documents, from and after the Closing Sellers will have no right, title, interest, license or any other right whatsoever in or to, and shall not use or permit any of their respective Affiliates to use, the Purchased Intellectual Property, including without limitation the name "Rockport" or any names, words, service marks, trademarks, trade names, identifying symbols, logos, emblems, signs, insignia or other business identifiers containing or comprising the foregoing, including any derivations, translations, modifications or alterations thereof, or any word, name or mark confusingly similar thereto (the "Rockport Brand"); provided, that Purchaser hereby grants to Sellers a non-exclusive, non-transferable, non-sublicensable limited right and license to use (i) the Rockport Brand as it appears (as of the Closing Date) on Excluded Inventory and marketing, promotional and other materials incidental to the sale of the Excluded Inventory and Store Closing pursuant to Section 8.14, (ii) the name "Aravon" or any names, words, service marks, trademarks, trade names, identifying symbols, logos, emblems, signs,

insignia or other business identifiers containing or comprising the foregoing, including any derivations, translations, modifications or alterations thereof, or any word, name or mark confusingly similar thereto as it appears (as of the Closing Date) on Excluded Inventory and marketing, promotional and other materials incidental to the sale of the Excluded Inventory and Store Closing pursuant to Section 8.14, and (iii) the name "Dunham" or any names, words, service marks, trademarks, trade names, identifying symbols, logos, emblems, signs, insignia or other business identifiers containing or comprising the foregoing, including any derivations, translations, modifications or alterations thereof, or any word, name or mark confusingly similar thereto as it appears (as of the Closing Date) on Excluded Inventory and marketing, promotional and other materials incidental to the sale of the Excluded Inventory and Store Closing pursuant to Section 8.14.

8.17 Change of Sellers' Name. Within ten (10) days the Closing Date, Sellers shall take all applicable corporate and limited liability actions necessary, including to (a) file articles of amendment or certificates with the applicable Secretary of State to change each of Sellers' names to a name that does not include the words "Rockport" or any derivative or similar words, and, once received by the Sellers, shall promptly deliver to Purchaser evidence of the effective filing of such articles of amendment and (b) file a motion with the Bankruptcy Court seeking to change the caption of the case to remove any reference to "Rockport" or any confusingly similar name. Subject to Section 8.15, following the Closing Date, none of Sellers nor any of their respective Affiliates shall conduct any business under the name "Rockport" or any confusingly similar name.

8.18 Pre-Closing Reorganization. Notwithstanding anything to the contrary in this Agreement, on or prior to the Closing Date and in all events prior to the Closing, Sellers shall cause Rockport UK to distribute all of the equity interests of Rockport Canada Holdings Ltd. to The Rockport Company. The documentation required to effectuate the actions described in this Section 8.18 shall be in form and substance reasonably satisfactory to Purchaser and Sellers.

8.19 Financial Statements. No later than May 15, 2018, Sellers shall deliver to Purchaser true and complete copies of unaudited consolidated financial statements of the Sell Side Companies, consisting of a balance sheet as of March 31, 2018 and the related statement of income and of cash flows for the three (3) month period then ended.

ARTICLE IX

EMPLOYEES AND EMPLOYEE BENEFITS

9.1 Employment. As of the Closing Date, Purchaser shall offer, or cause to be offered, employment as of the Closing Date to all Seller Business Employees other than (a) the Excluded Store Business Employees and (b) any Seller Business Employee set forth on Schedule 9.1, provided, however, that Purchaser may remove (but not add) names to Schedule 9.1 from the Effective Date through two (2) Business Days prior to the day of the Closing (such Seller

Business Employees offered employment in accordance with the foregoing, the "Potential Transferred Employees"). The Potential Transferred Employees who accept an offer of employment (including deemed acceptance by continuing to report to work the day following the Closing Date (or otherwise in accordance with any planned or approved absences) are hereinafter referred to as the "Transferred Employees." The Seller Business Employees who do not accept employment by Purchaser or who are not provided an offer of employment by the Purchaser shall be referred to herein as "Non-Transferred Employees." Except as described in this Section 9.1, Purchaser and its Affiliates shall not have any Liability with respect to any Non-Transferred Employee or any former employee, consultant or retiree of any Seller. Except as otherwise provided in this Section 9.1 and Section 9.2, in each case, with respect to Transferred Employees, Sellers shall be solely responsible for the payment of, and shall pay, all wages, salaries and other compensation and employee benefits (including any vacation pay, severance pay, notice pay, insurance, supplemental pension, deferred compensation, "stay" or other similar incentive bonuses, change-in-control bonuses (or other bonuses or compensation related in any way to the execution, delivery or performance of this Agreement), retirement and any other benefits, premiums, claims and related costs) of any Seller Business Employee or Contingent Worker and any amounts payable at any time to or relating to a Seller Business Employee or Contingent Worker based on or arising under their employment or engagement, or termination of such employment or engagement, with any Seller. For the pay period commencing immediately before the Closing Date and ending after the Closing Date and for any pay period commencing on or after the Closing Date, Purchaser shall be solely responsible for the payment of all wages, salaries and other compensation and employee benefits (including any vacation pay, severance pay, notice pay, insurance, supplemental pension, deferred compensation, bonuses, retirement and any other benefits, premiums, claims and related costs) to any of the Transferred Employees relating to or arising out of their employment with Purchaser or any of its Affiliates. Notwithstanding anything in this Agreement to the contrary, no Transferred Employee, and no other Seller Business Employee or Contingent Worker of the Sell Side Companies, shall be deemed to be a Third-Party beneficiary of this Agreement.

9.2 Employee Benefits.

(a) Until the twelve-month anniversary of the Closing Date, Purchaser shall provide each Transferred Employee and each Acquired Company Employee with annual base salary, wages, cash incentive opportunities and employee benefit plans (but, excluding in all cases, incentive equity opportunities and severance arrangements) that are substantially comparable in the aggregate to those provided by the Sell Side Companies immediately prior to the Closing.

(b) For purposes of eligibility and vesting (but not benefit accrual) under the employee benefit plans of Purchaser providing benefits to Transferred Employees and Acquired Company Employees (the "Purchaser Plans"), Purchaser shall credit each Transferred Employee and Acquired Company Employee with his or her years of service with any Sell Side Company, its Affiliates and any predecessor entities, to the same extent as such Transferred Employee or

Acquired Company Employee was entitled immediately prior to the Closing to credit for such service under any similar Benefit Plan. The Purchaser Plans shall not deny Transferred Employees or Acquired Company Employees coverage on the basis of pre-existing conditions and shall credit such Transferred Employees and Acquired Company Employees for any deductibles and out-of-pocket expenses paid in the year of initial participation in the Purchaser Plans.

(c) Pursuant to the "Standard Procedure" provided in Section 4 of Revenue Procedure 2004-53, 2004-2 CB 320, (i) Purchaser and Sellers shall report on a predecessor/successor basis as set forth therein, (ii) Sellers will not be relieved from filing a Form W-2 with respect to any Transferred Employees, and (iii) Purchaser will undertake to file (or cause to be filed) a Form W-2 for each such Transferred Employee with respect to the portion of the year during which such Transferred Employees are employed by Purchaser that includes the Closing Date, excluding the portion of such year that such Transferred Employee was employed by Sellers or their Affiliates.

(d) Except as otherwise provided in this ARTICLE IX and subject to Section 9.2(e) below, Purchaser may, in its sole discretion, by written notice to Sellers prior to the Closing Date, elect to assume sponsorship of and Liability under any Benefit Plans (collectively, the "Transferred Plans").

(e) Except as required by applicable Law, Purchaser shall be responsible for all Liabilities with respect to Transferred Employees attributable to (i) their accrued and unpaid salary or wages and (ii) their accrued and unused vacation, sick days, personal days or other salary continuation (but only to the extent such Liabilities are Assumed Liabilities or Acquired Companies Closing Indebtedness), in each case, through the Closing Date. Except with respect to any Transferred Plans, the Transferred Employees shall cease participation in all Benefit Plans as of the Closing Date.

(f) Purchaser may, in its sole discretion, assume sponsorship of any or all Benefit Plans intended to qualify under Section 401(a) of the Code (the "Qualified Plans") by written notice to Sellers at least five (5) Business Days prior to the Closing Date. If Purchaser has not exercised its right to assume any or all of the Qualified Plans by such date, either Seller may adopt a resolution terminating any and all Qualified Plans not being assumed by Purchaser immediately prior to the Closing Date and Purchaser shall administer the wind-up of such terminating plans.

(g) Purchaser shall, or shall cause its Affiliates to, assume all obligations to provide continuation health care coverage to Transferred Employees in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, to all Transferred Employees and their qualified beneficiaries and any "M&A qualified beneficiaries" (as defined in Q&A-4 of Treas. Reg. §54.4980B-9) who incur or incurred a qualifying event at any time,

including all obligations with respect to all health claims incurred prior to, on or after the Closing Date.

(h) Nothing contained in this Section 9.2 or elsewhere in this Agreement shall confer upon any Transferred Employee or any Acquired Company Employee any right to continue in the employ or service of Purchaser or any Affiliate of Purchaser, or shall interfere with or restrict in any way the rights of Purchaser or its Affiliates, which rights are hereby expressly reserved, to discharge or terminate the services of any Transferred Employee or Acquired Company Employee at any time for any reason whatsoever, with or without cause. Notwithstanding any provision in this Agreement to the contrary, nothing in this Section 9.2 shall (i) be deemed or construed to be an amendment or other modification of any Benefit Plan or Purchaser employee benefit plan, or (ii) create any third-party rights in any current or former employee, director or other service provider of Purchaser, the Sell Side Companies or any of their respective Affiliates (or any beneficiaries or dependents thereof).

ARTICLE X

CONDITIONS TO CLOSING

10.1 Conditions Precedent to Obligations of Purchaser. Notwithstanding any other provision of this Agreement, the obligation of Purchaser to consummate the Transactions is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser in whole or in part in its discretion):

(a) Representations and Warranties Accurate. (i) The representations and warranties of Sellers set forth in Section 5.1 (Organization and Good Standing), Section 5.2 (Equity Interests; Capitalization), Section 5.3 (Authorization of Agreement), Section 5.6(a) (Title to Purchased Assets), and Section 5.24 (Brokers) shall be true and correct in all respects at and as of the Closing Date as if made on and as of the Closing Date (or, to the extent given as of a specific date, as of such date) and (ii) all other representations and warranties of Sellers set forth in this Agreement, disregarding all qualifications and exceptions contained therein relating to materiality or Seller Material Adverse Effect shall be true and correct in all respects at and as of the Closing Date as if made on and as of the Closing Date (or, to the extent given as of a specific date, as of such date), except for such failures to be true and correct that individually or in the aggregate would not constitute, and would not be reasonably likely to result in, a Seller Material Adverse Effect. Purchaser shall have received a certificate signed by an authorized signatory of Sellers, dated the Closing Date, to the foregoing effect;

(b) Fulfillment of Obligations, Covenants and Agreements. Sellers shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by them on or prior to the Closing Date, (including adherence to the Sale Milestones and each of the dates set forth therein having been met as the required events or actions shall have occurred in accordance with the dates set forth

therein, and timely performance of Sellers' obligations and agreements contained in Article VII hereof). Purchaser shall have received a certificate signed by an authorized signatory of Sellers, dated the Closing Date, to the forgoing effect;

(c) Material Adverse Effect. From the date of this Agreement until the Closing, there shall not have occurred a Seller Material Adverse Effect;

(d) Closing Deliverables. Sellers shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 4.2 ;

(e) Assumption and Assignment. The Bankruptcy Court shall have approved and authorized the assumption and assignment of each Purchased Contract, except to the extent that failure to assume and assign any Contract or Contracts would not, in the reasonable judgement of Purchaser, impair Purchaser's ability to operate the Business following the Closing or have a negative effect on the value of the Purchased Assets taken as a whole;

(f) Sale Order. The Sale Order and the Canadian Sale Order shall each be a Final Order;

(g) Sale Milestones. The satisfaction or occurrence of the Sale Milestones shall have occurred in accordance with the dates set forth in the definition of Sale Milestones;

(h) Employee Retention. A minimum of seventy percent (70%) of the Business Employees (determined as of the Effective Date but excluding any Seller Business Employee set forth on Schedule 9.1 or Schedule 5.12(b)(ii) or that works primarily in one or more of Sellers' Stores located in the United States or Canada) shall continue to be employed by the Sell Side Companies on the date that the Sale Order is entered by the Bankruptcy Court; and

(i) Pre-Closing Reorganization. The Pre-Closing Reorganization shall have been completed prior to the Closing Date in accordance with Section 8.18 to the satisfaction of Purchaser.

(j) Transfer of Interest. Robert Infantino shall have transferred any and all Equity Interests in Relay Technical Services Private Limited held by him to a designee of Purchaser specified by Purchaser no later than the day of the Closing, as agreed to in that certain letter agreement entered into by the Company, Purchaser and Robert Infantino as of the date hereof.

10.2 Conditions Precedent to Obligations of Seller. Notwithstanding any other provision of this Agreement, the obligation of Sellers to consummate the Transactions is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Sellers in whole or in part in their discretion): Representations and Warranties Accurate. (i) The representations and warranties of Purchaser set forth in Section 6.1 (Organization and Good Standing) and Section 6.2 (Authorization of Agreement) shall be true

and correct in all respects at and as of the Closing Date as if made on and as of the Closing Date (or, to the extent given as of a specific date, as of such date) and (ii) all other representations and warranties of Purchaser set forth in this Agreement, disregarding all qualifications and exceptions contained therein relating to materiality or Purchaser Material Adverse Effect, shall be true and correct in all respects at and as of the Closing Date as if made on and as of the Closing Date (or, to the extent given as of a specific date, as of such date), except for such failures to be true and correct that individually or in the aggregate would not constitute, and would not be reasonably likely to result in, a Purchaser Material Adverse Effect. Sellers shall have received a certificate signed by an authorized signatory of Purchaser, dated the Closing Date, to the foregoing effect;

(b) Fulfillment of Obligations, Covenants and Agreements. Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date. Sellers shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect;

(c) Closing Deliverables. Purchaser shall have delivered, or caused to be delivered, to Sellers all of the items set forth in Section 4.3.

(d) Sale Order. The Sale Order shall have been entered.

(e) Canadian Sale Order. The Canadian Sale Order shall have been made.

10.3 Conditions Precedent to Obligations of Purchaser and Seller. Notwithstanding any other provision of this Agreement, the respective obligations of Purchaser and Sellers to consummate the Transactions are subject to the fulfillment on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser and Sellers, on their own behalf, in whole or in part):

(a) No Order. There shall not be in effect any Order by a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Transactions;

(b) HSR. All applicable waiting periods under the HSR Act shall have expired or been terminated;

(c) All terminations or expirations of waiting periods imposed by any Governmental Body shall have occurred; and

(d) The Bankruptcy Court shall have entered the Bidding Procedures Order and the Bidding Procedures Order shall have been recognized by the Canadian Court.

10.4 Frustration of Closing Conditions. Neither Purchaser nor Sellers may rely on the failure of any condition set forth in Sections 10.1, 10.2 or 10.3, as the case may be, if such failure was caused by such Party's failure to comply with any provision of this Agreement.

ARTICLE XI

SURVIVAL; REMEDIES; LIMITATION ON LIABILITY

11.1 No Survival of Representations and Warranties or Pre-Closing Covenants. All representations and warranties in this Agreement, and the covenants, agreements and obligations in this Agreement that are to be performed at or before the Closing, shall not survive the Closing and the consummation of the Transactions and, other than in the case of Fraud, none of the Parties shall have any Liability to each other after the Closing for any breach thereof. Notwithstanding the foregoing, the Parties agree that the covenants, agreements and obligations contained in this Agreement to be performed after the Closing shall survive the Closing in accordance with the terms hereunder, and, subject to the terms of this Agreement (including Section 11.3), each Party shall be liable to the other after the Closing for any breach thereof.

11.2 Injunctive Relief. Each Party agrees that any breach of this Agreement may constitute irreparable harm and damages at law are an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement, and, accordingly, either Party is entitled to seek injunctive relief with respect to any such breach, including specific performance of such covenants or obligations or an order enjoining a Party from any threatened, or from the continuation of any actual, breach of the covenants or obligations contained in this Agreement. Each Party hereby waives any requirement for the securing or posting of any bond in connection with any such injunctive relief. Subject to Section 4.6, the rights set forth in this Section 11.2 shall be in addition to any other rights that a Party may have at law or in equity pursuant to this Agreement.

11.3 Limitations on Liability.

(a) *Waiver of Claims*.

(i) IF THE CLOSING OCCURS, EXCEPT IN THE CASE OF FRAUD, PURCHASER SHALL BE DEEMED TO HAVE WAIVED, AND HEREBY WAIVES, IN FULL ANY BREACH OF, AND CLAIMS ARISING THEREFROM, ANY SELLERS' REPRESENTATIONS OR WARRANTIES, COVENANTS, AGREEMENTS OR OBLIGATIONS THAT ARE TO BE PERFORMED AT OR BEFORE THE CLOSING, WHETHER OR NOT PURCHASER IS AWARE OF, OR BECOMES AWARE OF, SUCH BREACH BEFORE, AT OR AFTER THE CLOSING.

(ii) IF THE CLOSING OCCURS, EXCEPT IN CASE OF FRAUD, SELLERS SHALL BE DEEMED TO HAVE WAIVED, AND HEREBY WAIVE, IN FULL

ANY BREACH OF, AND CLAIMS ARISING THEREFROM, ANY OF PURCHASER'S REPRESENTATIONS OR WARRANTIES, COVENANTS, AGREEMENTS OR OBLIGATIONS (OTHER THAN THE COVENANT AND OBLIGATION TO PAY THE PURCHASE PRICE) THAT ARE TO BE PERFORMED AT OR BEFORE THE CLOSING, WHETHER OR NOT SELLERS ARE AWARE OF, OR BECOME AWARE OF, SUCH BREACH BEFORE, AT OR AFTER THE CLOSING.

(b) *Limitation on Damages.* NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, NO PARTY SHALL BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING FOR LOSS OF BUSINESS REPUTATION OF ANY OTHER PARTY OR ANY OF SUCH PARTY'S AFFILIATES), WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE; PROVIDED HOWEVER, THAT SUCH LIMITATIONS SHALL NOT LIMIT ANY PARTY'S RIGHT TO RECOVER CONTRACT DAMAGES IN CONNECTION WITH THE OTHER PARTY'S FAILURE TO CLOSE IN VIOLATION OF THIS AGREEMENT.

(c) *Remedies Cumulative.* Subject to Section 4.6 and Section 11.3(a), all remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XII

TAXES

12.1 Transfer Taxes. Purchaser shall be responsible for (and shall indemnify and hold harmless each Seller and its directors, officers, employees, Affiliates, agents, successors, members, managers, successors and assigns for) any sales, use, stamp, documentary, value added, goods and services, filing, recording, transfer or similar Taxes (including any real property transfer Taxes, UCC3 filing fees, real estate, aircraft and motor vehicle registration, title recording or filing fees and other amounts payable in respect of transfer filings, and including any interest or penalty thereon) payable in connection with the Transactions ("Transfer Taxes"). To the extent that any Transfer Taxes are required to be paid and are paid by Seller or its Affiliates (or such Transfer Taxes are assessed against and paid by any Seller or its Affiliates), Purchaser shall promptly reimburse Sellers or such Affiliates for such Transfer Taxes. Sellers and Purchaser shall, and Sellers shall cause the Sell Side Companies to, cooperate and consult with each other prior to filing any Tax Returns in respect of Transfer Taxes. Sellers and Purchaser shall, and Sellers shall cause the Sell Side Companies to, cooperate and otherwise take commercially reasonable efforts to allow Sellers and Purchaser to qualify for any available exemptions for Transfer Taxes.

12.2 Canadian HST. The Purchaser and the Canadian Seller shall, to the extent such provisions are applicable, elect jointly pursuant to the provisions of section 167 of the Excise Tax Act (Canada), by completing all prescribed forms and related documents so that for

purposes of that Act, no tax is payable under the in respect of the Purchased Assets located in Canada. The Purchaser shall be responsible for filing the prescribed form within the prescribed time and providing the Sellers with confirmation of such filing.

12.3 Apportioned Taxes. All real property Taxes, personal (including intangible) property Taxes and similar ad valorem obligations levied with respect to the Purchased Assets for a taxable period which includes (but does not end on) the Closing Date (collectively, the "Apportioned Obligations") shall be apportioned between the Sellers and Purchaser as of the Closing Date based on the number of days of such taxable period ending on and including the Closing Date ("Pre-Closing Apportioned Period") and the number of days of such taxable period beginning from the day after the Closing Date through the end of such taxable period (the "Post-Closing Apportioned Period"). The Sellers shall be liable for the proportionate amount of Apportioned Obligations that is attributable to the Pre-Closing Apportioned Period. Purchaser shall be liable for the proportionate amount of the Apportioned Obligations that is attributable to the Post-Closing Apportioned Period. Within ninety (90) days after the Closing, the Sellers and Purchaser shall present a statement to the other setting forth the amount of reimbursement to which each is entitled under this Section 12.2 (which shall take into account, any Taxes previously overpaid by a party) together with such supporting evidence as is reasonably necessary to calculate such amount to be reimbursed. Such amount shall be paid by the Party owing it to the other Party within ten (10) Business Days after delivery of such statement. Thereafter, Purchaser shall notify Sellers upon receipt of any bill for real property Taxes, personal (including intangible) property Taxes or similar ad valorem obligations relating to the Purchased Assets, part or all of which are attributable to the Pre-Closing Apportioned Period, and shall promptly deliver such bill to Sellers who shall pay the same to the appropriate Governmental Body; provided that if such bill also relates to the Post-Closing Apportioned Period, Sellers shall remit, prior to the due date of assessment, to Purchaser payment only for the proportionate amount of such bill that is attributable to the Pre-Closing Apportioned Period. If either the Sellers or Purchaser shall make a payment for which it is entitled to reimbursement under this Section 12.2, the party that is liable for such payment pursuant to this Section 12.2 shall make such reimbursement promptly but in no event later than ten (10) Business Days after the presentation of a statement setting forth the amount of reimbursement to which the presenting party is entitled along with such supporting evidence as is reasonably necessary to calculate the amount of reimbursement. Any Tax refunds, credits or overpayments attributable to real property Taxes, personal property Taxes and similar ad valorem obligations levied with respect to the Purchased Assets shall be apportioned between Purchaser and the Sellers in accordance with the apportionment provided in this Section 12.2.

12.4 Purchase Price Allocation. Sellers and Purchaser shall allocate the purchase price and other relevant amounts among the assets of the Sell Side Companies. No later than sixty (60) days after the date on which the Purchase Price is finally determined pursuant to Section 3.2, Purchaser shall deliver to Seller a proposed allocation of the Purchase Price (as finally determined pursuant to Section 3.2) and any other items that are treated as additional consideration for Tax purposes as of the Closing Date determined in a manner consistent with

Section 1060 of the Code and the Treasury Regulations (the "Purchaser's Allocation"). If the Company disagrees with Purchaser's Allocation, the Company may, within thirty (30) days after delivery of Purchaser's Allocation, deliver a notice (the "Sellers' Allocation Notice") to Purchaser to such effect, specifying those items as to which Seller disagrees in appropriate detail and setting forth Sellers' proposed allocation. If Sellers' Allocation Notice is duly delivered, the Company and Purchaser shall, during the twenty (20) days following such delivery, use commercially reasonable efforts to reach agreement on the disputed items or amounts in order to determine the allocation of the Purchase Price (as finally determined pursuant to Section 3.2 and Section 3.3) and any other items that are treated as additional consideration for Tax purposes. If the Company and Purchaser are unable to reach such agreement, they shall promptly thereafter cause the Neutral Auditor to resolve any remaining disputes. Purchaser, on one hand, and the Company, on the other hand, shall each bear half of the fees and expenses of the Neutral Auditor retained pursuant to this Section 12.4. The allocation, as prepared by Purchaser if no Sellers' Allocation Notice has been given, as adjusted pursuant to any agreement between the Company and Purchaser or as determined by the Neutral Auditor in accordance with the immediately preceding sentence (the "Allocation"), shall be conclusive and binding on the Parties. None of the Company or Purchaser shall (nor shall any of them permit their respective Affiliates to) take any position inconsistent with the Allocation on any Tax Return or in any Tax Claim, in each case, except to the extent otherwise required pursuant to a change in Law occurring after the date hereof, or an adverse determination of a Governmental Body. The Allocation shall be appropriately adjusted to the extent necessary to reflect any adjustments to the Purchase Price for U.S. federal income tax purposes.

12.5 Cooperation. Sellers, on the one hand, and Purchaser, on the other hand, shall provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return, amended Tax Return or claim for refund, determining a Liability for Taxes or a right to a refund of, or a credit or prepayment of or against, Taxes, or participating in or conducting any Tax Claim. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings and other determinations by Governmental Bodies. Any information obtained under this Section 12.5 shall be kept confidential except as may be otherwise necessary in connection with the filing of Tax Returns or claims for refund or in conducting any Tax Claim.

ARTICLE XIII

MISCELLANEOUS

13.1 Expenses and Financial Advisors Fees. Except as otherwise provided in this Agreement, each Party shall bear its own expenses incurred in connection with the negotiation and execution of, and the performance of its obligations and covenants under, this Agreement and the other Transaction Documents and the consummation of the Transactions, including legal fees and expenses and any fees and expenses owed to any Person who has acted, directly or

indirectly, as a broker, finder or financial advisor for such Party in connection with the Transactions; provided, however, that Purchaser shall be responsible for the HSR Act filing fees (if any).

13.2 Governing Law. This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement (including the Annexes, Exhibits and Schedules) or any other Transaction Document, or the negotiation, execution, termination, validity, performance or nonperformance of this Agreement or any other Transaction Document, or the Transactions shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in such State, without regard to any conflict of laws principles thereof.

13.3 Submission to Jurisdiction; Consent to Service of Process. Without limiting any Party's right to appeal any order of the Bankruptcy Court, (a) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement or any other Transaction Document and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement or any other Transaction Document, any breach or default hereunder or thereunder, or the Transactions, and (b) subject to any objections regarding the subject matter jurisdiction of the Bankruptcy Court and any objections to the constitutional authority of the Bankruptcy Court to enter a final order in a particular proceeding, any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 13.6; provided, however, that if the Bankruptcy Case has closed or is not commenced, each of the Parties (i) irrevocably agrees that all Proceedings (whether in contract or tort, at law or in equity or otherwise) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) shall be exclusively resolved in the United States District Court for the District of Delaware sitting in New Castle County or the courts of the State of Delaware sitting in New Castle County and any appellate court from any thereof, (ii) irrevocably agrees that, to the fullest extent permitted by applicable law, service of process, summons, notice or document by registered mail addressed to them at their respective addresses provided in Section 13.6 shall be effective service of process against it for any such Proceeding brought in any such court, and (iii) waives, to the fullest extent permitted by applicable Law, any objection which it may now or hereafter have to the laying of venue of, and the defense of an inconvenient forum to the maintenance of, any such Proceeding in any such court. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

13.4 WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, MATTER OR PROCEEDING BASED UPON, ARISING OUT OF, OR RELATED TO THIS AGREEMENT OR ANY OTHER

TRANSACTION DOCUMENT, ANY PROVISION HEREOF OR THEREOF OR ANY OF THE TRANSACTIONS.

13.5 Entire Agreement; Amendments and Waivers.

(a) This Agreement and the other Transaction Documents constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, which includes the Business and Transactions, and supersedes all of the Parties' prior and contemporaneous agreements, understandings, negotiations, inducements, representations, warranties, covenants or conditions, whether oral, written or electronic, whether express or implied, with respect to that subject matter.

(b) This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

13.6 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) five (5) days after being deposited with the United States Post Office, by registered or certified mail, postage prepaid, (c) one (1) Business Day following the day sent by overnight courier (with written confirmation of receipt), or (d) when sent by electronic mail (with acknowledgment received), in each case at the following addresses and (or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Sellers, to:

The Rockport Group
1220 Washington Street
West Newton, MA 02465
Attention: Robert Infantino
Email: bob.infantino@rockport.com
Attention: Karla Jarvis
Email: karla.jarvis@rockport.com

With a copy (which shall not constitute notice) to:

Richards, Layton & Finger, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Attention: Mark D. Collins
Email: collins@rlf.com
Attention: Mark A. Kurtz
Email: kurtz@rlf.com

If to Purchaser, to:

c/o Charlesbank Capital Partners, LLC
200 Clarendon Street, 54th Floor
Boston, Massachusetts 02116
Attention: Joshua Klevens
Email: jklevens@charlesbank.com
Attention: Stephanie Paré Sullivan
Email: ssullivan@charlesbank.com

With a copy (which shall not constitute notice) to:

Goodwin Procter LLP
100 Northern Avenue
Boston, Massachusetts 02210
Attention: Jon Herzog
Email:jherzog@goodwinlaw.com
Attention: Joseph F. Bernardi, Jr.
Email: jbernardi@goodwinlaw.com

13.7 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

13.8 Binding Effect; No Third-Party Beneficiaries; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any Third-Party beneficiary rights in any Person or entity not a party to this Agreement. Notwithstanding the foregoing, no assignment of this Agreement or of any rights or obligations hereunder may be made by any Seller or Purchaser (by operation of law or otherwise) without the prior written consent of the other Parties (by Sellers, in the case of a proposed assignment by Purchaser) and any attempted assignment without the required consents shall be void; provided, however, notwithstanding the foregoing, (a) each of Sellers is hereby authorized to assign this Agreement or of any their rights or obligations hereunder to any Permitted Assigns without the consent of Purchaser, and (b) that Purchaser may (i) assign its rights and obligations pursuant to Section 2.9, and (ii) at or after the Closing assign all of its rights under this Agreement for collateral security purposes to any Debt Financing Source. No assignment of any obligations hereunder shall relieve the Parties of any such obligations. Upon any permitted assignment by Purchaser, as assignor, the references in this Agreement to Purchaser shall also apply to the assignee of Purchaser's rights or obligations unless the context otherwise requires. Upon any permitted assignment by any Seller, as assignor, the references in this Agreement to such Seller shall also apply to any assignee of such Seller's rights or obligations unless the context otherwise requires.

13.9 Non-Recourse. Other than the Equity Commitment Party with respect to their obligations pursuant to the Equity Commitment Letter, no past, present or future director, officer, employee, agent, advisor, incorporator, member, manager, partner, creditor, stockholder, interest holder or other non-Party Affiliate of any Party shall have any liability for any obligations or liabilities under this Agreement or the Transaction Documents of or for any claim based on, in respect of, or by reason of, the Transactions.

13.10 Privileged Communications.

(a) Sellers and Purchaser hereby acknowledge and agree that notwithstanding any provision of this Agreement, neither Purchaser nor any of its Affiliates shall have access to (and each hereby waives any right of access it may otherwise have with respect to) any Privileged Communications, whether or not the Closing occurs. Without limiting the generality of the foregoing, Purchaser hereby acknowledges and agrees, upon and after the Closing: (i) neither Purchaser nor any of its Affiliates shall be a holder of, or have any right, title or interest to the Privileged Communications, (ii) only Sellers shall hold property rights in the Privileged Communications and shall have the right to waive or modify such property rights and (iii) Sellers shall have no duty whatsoever to reveal or disclose any Privileged Communications to Purchaser or any of its Affiliates.

(b) Purchaser, on behalf of itself and, after the Closing, the Acquired Companies, irrevocably waives any right it may have to discover or obtain information or documentation relating to the representation of Sellers and/or its Affiliates in the transactions contemplated hereby to the extent that such information or documentation was privileged as to

Sellers and/or its Affiliates. If and to the extent that, at any time subsequent to Closing, Purchaser or any of its Affiliates (including after the Closing, the Acquired Companies) shall have the right to assert or waive any attorney-client privilege with respect to any communication between Sellers and/or its Affiliates and Richards, Layton & Finger, P.A., that occurred at any time prior to the Closing relating to the transactions contemplated by this Agreement or disputes relating thereto, Purchaser, on behalf of itself and, after the Closing, the Acquired Companies, shall be entitled to waive such privilege only with the prior written consent of Sellers (such consent not to be unreasonably withheld, conditioned or delayed).

(c) To the extent that any Privileged Communications are disclosed or made available to Purchaser, the Parties hereby agree (i) that the disclosure, receipt and/or review of such Privileged Communication is entirely inadvertent and shall not waive, modify, limit or impair in any form or fashion the protected nature of the Privileged Communications, (ii) it is their desire, intention and mutual understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, common interest privilege, work product doctrine or other applicable privilege and (iii) Sellers shall have the right in its sole discretion and at any time to require the return and/or destruction of the Privileged Communications.

13.11 Counterparts; Electronic Signature and Delivery.

(a) This Agreement and any other Transaction Documents may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties.

(b) This Agreement and any other Transaction Documents may be signed electronically and any signature on this Agreement or any other Transaction Documents may be transmitted electronically and any such electronic signature or electronic transmission of a signature will constitute an original signature for all purposes. The delivery of copies of this Agreement or other Transaction Documents, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the date first written above.

SELLERS:

ROCKPORT BLOCKER, LLC

By: _____
Name: William T. Allen
Title: President

THE ROCKPORT GROUP HOLDINGS, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

TRG 1-P HOLDINGS, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

TRG INTERMEDIATE HOLDINGS, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

TRG CLASS D, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the date first written above.

SELLERS:

ROCKPORT BLOCKER, LLC

By: _____
Name: William T. Allen
Title: President

THE ROCKPORT GROUP HOLDINGS, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

TRG 1-P HOLDINGS, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

TRG INTERMEDIATE HOLDINGS, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

TRG CLASS D, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

THE ROCKPORT GROUP, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

THE ROCKPORT COMPANY, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

DRYDOCK FOOTWEAR, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

DD MANAGEMENT SERVICES LLC

By: _____
Name: Karla Jarvis
Title: Secretary

ROCKPORT CANADA ULC

By: _____
Name: Karla Jarvis
Title: Secretary

ROCKPORT CANADA HOLDINGS LTD

By: _____
Name: Robert Infantino
Title: Director

PURCHASER:

CB MARATHON OPCO, LLC

By: _____

Name: Joshua A. Klevens

Title: Managing Director

ANNEX A

SELLER SUBSIDIARIES

Name of Entity	Jurisdiction of Organization or Formation
The Rockport Group Holdings, LLC	Delaware
TRG 1-P Holdings, LLC	Delaware
TRG Intermediate Holdings, LLC	Delaware
TRG Class D, LLC	Delaware
The Rockport Group, LLC	Delaware
The Rockport Company, LLC	Delaware
Drydock Footwear, LLC	Delaware
DD Management Services, LLC	Massachusetts
Rockport Canada ULC	British Columbia, Canada
Rockport Canada Holdings LTD	England and Wales

ANNEX B

DEFINITIONS

"2002 List" has the meaning set forth in Section 7.6.

"Accounting Principles" means GAAP, and to the extent they are in accordance with GAAP, the accounting principles, practices, policies, classifications and procedures that were used in the preparation of the Annual Financial Statements and the Target Consolidated Net Working Capital, including with respect to the calculation of any reserves.

"Accounts Payable" means, solely to the extent arising from the Business, amounts owed by Sellers to any Person, whether invoiced or unvoiced, and unpaid, including any accrued expenses and as calculated in accordance with GAAP. Accounts Payable includes all amounts owed in the Ordinary Course of Business under documents and arrangements such as purchase requisitions, purchase orders, contracts, compliance with jurisdictional matters or utilities and oral arrangements. Notwithstanding anything to the contrary in this definition, Accounts Payable excludes all Cure Costs, whether paid by Seller or Purchaser and whether paid before, at or after the Closing.

"Accounts Receivable" means (a) all trade accounts receivable and other rights to payment from customers of any Sell Side Company and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered to customers of any Sell Side Company, (b) all other accounts or notes receivable of any Sell Side Company and the full benefit of all security for such accounts or notes and (c) any claim, remedy or other right related to any of the foregoing.

"Acquired Companies" means the indirect wholly owned subsidiaries of the Company listed on Annex C.

"Acquired Companies Cash and Cash Equivalents" means Cash or Cash Equivalents of the Acquired Companies; provided, however, that, Acquired Companies Cash and Cash Equivalents shall be reduced by (i) the amount of any Tax or other cost related to repatriating cash and cash equivalents to the United States, and (ii) the amount of any cash and cash equivalents that are restricted as to use.

"Acquired Companies Closing Cash" means the Acquired Companies Cash and Cash Equivalents as of the Measurement Time.

"Acquired Companies Closing Indebtedness" means the aggregate amount of Indebtedness of the Acquired Companies as of the Measurement Time; provided, however, that any such Indebtedness incurred on the Closing Date on or prior to the Closing (e.g. repayment penalties, breakage costs, interest, including those related to a contract with any Acquired Companies in effect prior to the Effective Date, other than repayment penalties, breakage costs

or interest that are Acquired Companies Transaction Expenses) shall be deemed to be outstanding and unpaid as of the Measurement Time.

"Acquired Companies Transaction Expenses" means the aggregate amount of all fees, costs and other expenses incurred or payable by one or more Acquired Companies in connection with the negotiation, execution and delivery of this Agreement and the transactions contemplated hereby, in each case that are unpaid as of the Measurement Time, including (a) all fees, costs and other expenses payable to all accountants, consultants, financial, legal and other advisors, (b) all sale, change of control, retention or similar bonuses payable by any Acquired Company in connection with the consummation of the transactions contemplated by this Agreement, and (c) the employer portion of any employment or payroll Taxes payable in connection with the transactions contemplated by this Agreement; provided, however, that any Acquired Company Transaction Expenses that are not incurred until after the Measurement Time (e.g., success based fees, etc.) shall be deemed to be outstanding as of the Measurement Time.

"Acquired Companies Working Capital" means, with respect to the Acquired Companies, the excess of (a) all current assets (excluding Tax assets) as of the Measurement Time over (b) all current liabilities as of the Measurement Time, each determined in accordance with the Accounting Principles, provided, however, that any assets or liabilities related to (i) Acquired Companies Closing Cash, (ii) Acquired Companies Closing Indebtedness, including any Adidas Liability, (iii) Acquired Companies Transaction Expenses, and (iv) Income Taxes of any Acquired Company, whether current or deferred, shall be excluded from the computation of Acquired Companies Working Capital. Attached hereto as Exhibit I-1, for illustrative purposes only, is a sample calculation of Acquired Companies Working Capital as of February 28, 2018.

"Acquired Company Employees" means the employees of the Acquired Companies as of the Closing Date.

"Acquired Store Cash Amount" means Sellers' cash located at the Acquired Stores as of the Closing Date.

"Acquired Stores" means Stores located in any geographic area other than the United States of America or Canada, including the real property as set forth in Schedule 8.15(a); provided, however, notwithstanding the foregoing, to the extent any North American Store Occupancy Agreement is included as a Purchased Contract in accordance with Section 2.6, the Stores operated at the locations related to such North American Store Occupancy Agreement shall be included as Acquired Stores. For the avoidance of doubt, Excluded Stores are not included in the definition of "Stores."

"Acquisition Proposal" means any inquiry, proposal or offer from any Person (other than Purchaser or any of its Affiliates) concerning an Alternative Transaction, in each case, other than pursuant to the Bidding Procedures following entry of the Bidding Procedures Order.

"Adidas" means Adidas AG, a corporation organized under the laws of the Federal Republic of Germany, or any Affiliate of Adidas.

"Adidas Japan Alleged Liability Amount" means an amount equal to $5,834,000.

"Adidas Korea Alleged VAT Liability Amount" means an amount equal to $1,174,000.

"Adidas Liability" means any and all Liabilities due to Adidas, including any VAT refund payable by The Rockport Company Korea LTD to Adidas.

"Adidas Liability Escrow Amount" means the amount equal to the sum of the Adidas Japan Alleged Liability Amount and the Adidas Korea Alleged VAT Liability Amount, unless all such Liability of The Rockport Company Korea LTD with respect to VAT refund payable by The Rockport Company Korea LTD is fully resolved prior to the Closing Date as evidenced in a writing signed by Adidas or by payment in full (with evidence of such payment in full being provided to Purchaser in a form reasonably acceptable to Purchaser), in which case the Adidas Liability Escrow Amount shall be limited to the Adidas Japan Alleged Liability Amount, such applicable amount to be deposited into the Adidas Liability Escrow Account at the Closing as required by Section 3.2(d).

"Adidas Liability Escrow Account" means the escrow account established under the Adidas Liability Escrow Agreement.

"Adidas Liability Escrow Agent" means the escrow agent as described in the Adidas Liability Escrow Agreement.

"Adidas Liability Escrow Agreement" means that certain escrow agreement, in form and substance reasonably satisfactorily to the Adidas Liability Escrow Agent, the Company and Purchaser that will be entered on or before the Closing Date in connection with Section 8.15.

"Adjustment Escrow Amount" means $7,500,000.

"Adjustment Statement" has the meaning set forth in Section 3.2(b).

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such Person, and the term "control" (including, with correlative meanings, "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of Equity Interests, by contract or otherwise.

"Affiliate Contracts" has the meaning set forth Section 5.23.

"Agreement" has the meaning set forth in the Preamble.

"Allocation" has the meaning set forth in Section 12.4.

"Alternative Transaction" means a transaction or series of related transactions (which could include a Chapter 11 Plan) pursuant to which Sellers accept a bid for all or a

substantial and material portion of the Purchased Assets or any group of assets that includes all or a substantial and material portion of the Purchased Assets, from a Person other than Purchaser or any Affiliate of Purchaser (or a group or joint venture that includes Purchaser or any Affiliate of Purchaser), as the highest or best offer, in accordance with the Bidding Procedures Order or otherwise, but does not mean the sale of goods or services of the Business conducted in the Ordinary Course of Business.

"Ancillary Proceeding" has the meaning set forth in the preamble.

"Annexes" means the annexes attached to this Agreement.

"Annual Financial Statements" has the meaning set forth in Section 5.5(a).

"Anti-Bribery Laws" has the meaning set forth in Section 5.19.

"Apportioned Obligations" has the meaning set forth in Section 12.2.

"Article" has the meaning set forth in Section 1.2(a)(v).

"Assignment and Amendment Agreements" has the meaning set forth in Section 4.2(e).

"Assignment and Assumption Agreement" has the meaning set forth in Section 4.2(b).

"Assignment and Assumption Procedures" has the meaning set forth in Section 7.2(c).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Auction" means that certain auction, if any, conducted pursuant to the terms of the Bidding Procedures Order.

"Avoidance Actions" means any and all claims and causes of action arising under Chapter 5 the Bankruptcy Code, including Sections 544 through 553 thereof, or any similar laws of the United States or any state, territory or possession thereof, or the District of Columbia (including any preference or fraudulent conveyance action under such laws).

"Back-Up Bidder" has the meaning set forth in the Bidding Procedures Order.

"Balance Sheet" has the meaning set forth in Section 5.5(a).

"Balance Sheet Date" has the meaning set forth in Section 5.5(a).

"Bankruptcy Case" has the meaning set forth in the Recitals.

"Bankruptcy Code" has the meaning set forth in the Recitals.

"Bankruptcy Court" has the meaning set forth in the Recitals.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure.

"Base Cash Amount" has the meaning set forth in Section 3.1.

"Behavioral Information" means data collected from an IP address, web beacon, pixel gig, ad tag, cookie, local storage, software, or by any other means, or from a particular computer, Web browser, mobile telephone, or other device or application, where such data is or may be used to identify or contact an individual or device or application, to predict or infer the preferences, interests, or other characteristics of the device or of a user of such device or application, or to target advertisements or other content to a device or application, or to a user of such device or application.

"Benefit Plan" means (a) each "employee benefit plan," as such term is defined in Section 3(3) of ERISA, whether or not subject to ERISA, (b) each plan that would be an "employee benefit plan", as such term is defined in Section 3(3) of ERISA, if it was subject to ERISA, including foreign plans and plans for directors, (c) each stock bonus, stock ownership, stock option, stock purchase, stock appreciation rights, phantom stock, or other stock plan (whether qualified or nonqualified), (d) each bonus or incentive compensation plan, (e) each deferred compensation plan, program or arrangement, (f) each employment agreement, severance pay plan or program, change in control plan and supplemental income arrangement and (g) each fringe, voluntary or other benefit program or policy, in each case sponsored, maintained or contributed to by Sellers or their Affiliates with respect to Business Employees. For purposes of Section 5.13 only, Benefit Plan shall not include such Canadian plans that a Seller or any of its Affiliates is required by a Canadian statute to participate in or contribute to in respect of an employee, director or officer of the Seller or any beneficiary or dependent thereof, including the Canada Pension Plan, the Quebec Pension Plan and such other Canadian plans administered pursuant to applicable health, Tax, workplace safety insurance, workers' compensation and employment insurance legislation.

"Bid Deadline" means the deadline set in the Bidding Procedures Order for "Qualified Bidders" to submit "Qualified Bids" to purchase the Purchased Assets, as those terms are defined in the Bidding Procedures Order.

"Bidding Procedures Order" means an order of the Bankruptcy Court in substantially the form attached hereto as Exhibit J or otherwise in form and substance satisfactory to each of the Purchaser and Sellers in its reasonable judgment that, among other things, approves the Bid Protections, establishes a date by which qualified bids meeting the requirements approved in the Bidding Procedures Order must be submitted by bidders and establishes procedures for the Auction process, and which requires the Sellers to provide copies of any bids or proposed Alternative Transactions to the Purchaser promptly upon the determination by Sellers that such Bid as Alternative Transaction is qualified to participate at the Auction, but in no event no later than twenty-four (24) hours prior to the date scheduled for the Auction.

"Bid Protections" means the Expense Reimbursement and the Break-Up Fee.

"Bill of Sale" has the meaning set forth in Section 4.2(a).

"BIS" has the meaning set forth in Section 5.18.

"Break-Up Fee" means a cash amount equal to three percent (3.0%) of the Base Cash Amount, which amount shall constitute an allowed administrative expense of Sellers under sections 503(b) or 507(b) of the Bankruptcy Code and which shall be paid as a required closing payment at the time of the closing of an Alternative Transaction. Break-Up Fee shall constitute an allowed expense of administration of Sellers under Sections 503(b) and 507(b) of the Bankruptcy Code which shall not be subordinate to any other administrative expense claim against the Sellers, other than a superpriority administrative expense claim under Section 364(c)(1) of the Bankruptcy Code granted pursuant to any financing order entered in the Sellers' cases of Chapter 11 of the Bankruptcy Code.

"Business" means the ownership of the Purchased Assets and the operation of the business as currently conducted by Sell Side Companies, which includes the design, sourcing, marketing, distribution, licensing and sale of footwear and accessories, as conducted worldwide under the "Rockport," "Aravon," "Cobb Hill," and "Dunham" trademarks.

"Business Day" means any day of the year on which national banking institutions in Delaware are open to the public for conducting business (other than Saturday or Sunday) and are not required or authorized to close, and shall be deemed to open at 9:00 a.m. and close at 5:00 p.m. (Prevailing Eastern Time).

"Business Employees" has the meaning set forth in Section 5.12(a).

"Canadian Court" means the Ontario Superior Court of Justice.

"Canadian Sale Order" means an order of the Canadian Court in form and substance satisfactory to the Purchaser and Sellers obtained on proper notice to all affected parties (a) recognizing the Sale Order and vesting in the Purchaser the right title and interest in and to all of the Purchased Assets owned by the Canadian Seller free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise; (b) declaring that the vesting of the Purchased Assets owned by the Canadian Seller in the Purchaser shall be binding on any trustee in bankruptcy that may be appointed in respect of the Canadian Seller and shall not (i) be void or voidable by creditors of the Canadian Seller, (ii) constitute or deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the Bankruptcy and Insolvency Act (Canada) or any other applicable federal or provincial legislation in Canada; or (iii) constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation; and (c) assigning

to the Purchaser the Purchased Contracts listed on Schedule 2.6(a) that are with the Canadian Seller to the extent consents to assignment have not been obtained.

"Canadian Seller" means Rockport Canada ULC.

"Cash and Cash Equivalents" means the consolidated cash and cash equivalents (which, for the avoidance of doubt, includes checks and drafts in transit and be reduced by outstanding checks and drafts) of the Sell Side Companies' determined in accordance with the Accounting Principles; provided, however, that Cash and Cash Equivalents with respect to Sellers shall not include the Acquired Store Cash Amount but shall include the Excluded Store Cash Amount.

"CCAA" has the meaning set forth in the preamble.

"Claim" has the meaning set forth in Section 101(5) of the Bankruptcy Code.

"Closing" has the meaning set forth in Section 4.1.

"Closing Date" has the meaning set forth in Section 4.1.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning set forth in the Preamble.

"Company Databases" has the meaning set forth in Section 5.9(f).

"Company Intellectual Property" means the following intellectual property rights of any of the Sell Side Companies, whether statutory and common law rights, if applicable: (a) works of authorship, copyrights, and registrations and applications for registration thereof, (b) trademarks, service marks, trade names, slogans, domain names, business names, logos, trade dress, and registrations and applications for registrations thereof (c) patents, as well as any reissued and reexamined patents and extensions corresponding to the patents, and any patent applications, as well as any related continuation, continuation in part and divisional applications and patents issuing therefrom, and (d) the Intellectual Property Licenses.

"Company Personal Data Processing Contract" shall mean any Contract to which any Sell Side Company is or was a party or by which any Sell Side Company is or was bound, that relates to the collection, use, disclosure, transfer, transmission, storage, hosting, disposal, retention, interception or other processing of Private Information by a third party for or on behalf of any Sell Side Company.

"Company Privacy Policy" means each published or internal privacy policy of all Sell Side Companies identified on Schedule 5.9(c), including any policy or practice relating to: (a) the privacy of users of any website of any Sell Side Company; (b) the collection, storage, disclosure or transfer of any Private Information and (c) any employee information.

"Company Privacy Obligations" has the meaning set forth in Section 8.12(c).

"Competing Bid" has the meaning set forth in Section 7.1(a).

"Confidentiality Agreement" has the meaning set forth in Section 8.8.

"Consent" means all consents, waivers, approvals, allowances, authorizations, declarations, filings, recordings, registrations, validations or exemptions and notifications.

"Consolidated Working Capital" means (i) Seller Working Capital, *plus* (ii) Acquired Companies Working Capital. Attached hereto as Exhibit I-2, for illustrative purposes only, is a sample calculation of Consolidated Working Capital as of February 28, 2018.

"Contingent Workers" has the meaning set forth in Section 5.12(b).

"Contract" means any written agreement, contract, indenture, note, bond, loan instrument, lease (including real property lease), license or other agreement, and any amendments, modifications or supplements thereto.

"Creditors' Committee" means any statutory committee of unsecured creditors appointed by the U.S. Trustee in the Bankruptcy Case pursuant to section 1102 of the Bankruptcy Code, as may be reconstituted from time to time.

"Critical Vendor Motion" means the Motion of Debtors for Entry of Interim and Final Orders Authorizing (I) Debtors to Pay Claims of Critical and Foreign Vendors in the Ordinary Course of Business and (II) Financial Institutions to Honor and Process Related Checks and Transfers, in the form attached hereto as Exhibit K, to be filed with the Bankruptcy Court.

"Customer Information" has the meaning set forth in Section 8.12(a).

"Customer & Personal Information" has the meaning set forth in Section 8.12(a).

"Cure Costs" means (i) cure costs, as determined by the Bankruptcy Court, if any, to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults, if any, under the Purchased Contracts and (ii) any amounts that may be required by the Canadian Court to be paid by the Canadian Seller to remedy any money defaults that exist under any of the Purchased Contracts to which the Canadian Seller is a party.

"Debt Financing" has the meaning set forth in the definition of Debt Financing Sources in this Annex B.

"Debt Financing Sources" means any entities that have committed to provide or otherwise entered into agreements to provide debt financing (the "Debt Financing") to Purchaser in connection with the Transactions, together with their Affiliates, equityholders, members, officers, directors, employees and representatives involved in the financing described therein, and their respective successors and assigns.

"Debt Financing Sources Related Parties" means (a) any former, current or future Affiliate of any Debt Financing Source, and (b) the former, current and future partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives, shareholder, members, successors and assigns of any Debt Financing Source or any Person described in clause (a) of this definition.

"Debtor Relief Laws" means the Bankruptcy Code and all other liquidation, bankruptcy, assignment for the benefit of creditors, conservatorship, moratorium, receivership, insolvency, rearrangement, reorganization or similar debtor relief laws of the United States or other applicable jurisdictions in effect from time to time.

"Deposit" has the meaning set forth in Section 3.1(b).

"Deposit Amount" has the meaning set forth in Section 3.1(b).

"Disputed Contract" has the meaning set forth in Section 7.2(c).

"Disputed Contract Order" has the meaning set forth in Section 7.2(c).

"Documents" means all files, documents, electronically stored information in any format or in any medium or other storage device including electronically transmitted written or vocal messages, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, other data or data compilations, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials related to the Business and the Purchased Assets, in each case whether or not in electronic form.

"Downward Adjustment Amount" has the meaning set forth in Section 3.2(e)(i).

"Effective Date" means the date of this Agreement.

"Encumbrances" means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, Claim, lease, charge, option, right of first refusal, easement, restriction, conditional sale or other title retention agreement, financing lease, right of first refusal, option, servitude, right of way, proxy, voting trust or agreement, transfer restriction or any encumbrance similar to any of the foregoing.

"Environmental Law" means any Law concerning pollution or the protection of the environment, human health, or worker health and safety, including any Law relating to emissions, discharges, Releases or threatened Releases of Hazardous Substances into the air (including indoor air), surface water, ground water, lands or surface or subsurface strata or otherwise relating to the generation, manufacture, processing, distribution, use, treatment, holding, storage, disposal, transport or handling of, or exposure to, Hazardous Substances.

"Equity Interests" means capital stock, partnership or limited liability company interests, trust interests or units (whether general or limited), and any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distribution of assets of, the issuing entity.

"Equity Commitment Letter" has the meaning set forth in the Recitals.

"Equity Commitment Party" has the meaning set forth in the Recitals.

"Equity Financing" has the meaning set forth in the Recitals.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any entity, trade or business that is a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes Sellers, or that is a member of the same "controlled group" as Sellers pursuant to Section 4001(a)(14) of ERISA; provided, however, that Sellers shall not be considered to be ERISA Affiliates from and after the Closing Date.

"Escrow Agent" means the escrow agent as described in the Escrow Agreement.

"Escrow Agreement" has the meaning set forth in Section 3.1(b).

"Estimated Acquired Companies Closing Cash" has the meaning set forth in Section 3.2(a).

"Estimated Acquired Companies Closing Indebtedness" has the meaning set forth in Section 3.2(a).

"Estimated Acquired Companies Transaction Expenses" has the meaning set forth in Section 3.2(a).

"Estimated Closing Statement" has the meaning set forth on Section 3.2(a).

"Estimated Consolidated Working Capital" has the meaning set forth in Section 3.2(a).

"Estimated NAM Store Inventory Amount" has the meaning set forth in Section 3.2(a).

"Excluded Assets" has the meaning set forth in Section 2.2.

"Excluded Contracts" means the Contracts set forth on Schedule 2.6(b) and any other Contract of a Seller that is not a Purchased Contract. For the avoidance of doubt, any Contract set forth on Schedule 2.6(b) may be removed from such schedule and added to Schedule 2.6(a) in accordance with Section 2.6.

"Excluded Furniture and Equipment" means the Furniture and Equipment used in the operation of the Excluded Stores or as otherwise set forth on Schedule 2.2(g).

"Excluded IT Assets" means any of the assets set forth on Schedule 2.2(w).

"Excluded Inventory" means all of the Inventory located at the Excluded Stores as of the Closing Date.

"Excluded Liabilities" has the meaning set forth in Section 2.4.

"Excluded Occupancy Agreements" means any Occupancy Agreement whereby any Sell Side Company holds an Occupancy Interest in the Excluded Stores, including those listed on Schedule 2.2(e). For the avoidance of doubt, any Occupancy Agreement set forth on Schedule 2.2(e) may be removed from such schedule and added to Schedule 2.6(a) in accordance with Section 2.6.

"Excluded Permits" means the Permits set forth on Schedule 2.2(d).

"Excluded Store Business Employees" means the Seller Business Employees who primarily work in one or more Excluded Stores.

"Excluded Store Cash Amount" means Sellers' cash located at the Excluded Stores as of the Closing Date.

"Excluded Stores" means all of the stores located in the United States of America and Canada, including the real property as set forth in Schedule 8.15(a); provided, however, notwithstanding the foregoing, to the extent any North American Store Occupancy Agreement is included as a Purchased Contract in accordance with Section 2.6, the Stores operated as the locations related to such North American Store Occupancy Agreement shall not be included as Excluded Stores and shall instead be included as Acquired Stores. For the avoidance of doubt, real property used for headquarters, offices and showrooms in the United States of America and Canada, including as set forth in Schedule 8.15(b), shall not be included as "Excluded Stores."

"Excluded Taxes" means any Taxes imposed on or with respect to, arising out of, or relating to, the Purchased Assets, the Assumed Liabilities or the Business for any Pre-Closing Period; provided, however, that Excluded Taxes shall not include any (a) Taxes resulting from any act taken or transaction entered into by Purchaser or any of its Affiliates after the Closing, or (b) Transfer Taxes or (c) real or personal (including intangible) property Taxes or similar ad valorem Taxes attributable to the Post-Closing Apportioned Period.

"Exhibits" means the exhibits attached to this Agreement.

"Expense Reimbursement" means an amount equal to the documented reasonable out-of-pocket costs, fees and expenses of Purchaser (including reasonable expenses of legal, financial advisory, accounting and other similar costs, fees and expenses and all filing fees under the HSR Act) related to the transactions contemplated by this Agreement, which amount shall constitute an allowed administrative expense of Sellers under Sections 503(b) or 507(b) of the

Bankruptcy Code and which, if payable in connection with an Alternative Transaction, shall be paid as a required closing payment at the time of the closing of such transaction or which, if payable following termination by Purchaser pursuant to Section 4.4(e) of this Agreement, shall be paid to Purchaser promptly, in each case, as provided in Section 4.6(a); provided, however, that in the event that the amount of the Expense Reimbursement exceeds $2,000,000, then such amount of Expense Reimbursement shall be deemed to equal $2,000,000. Expense Reimbursement shall constitute an allowed expense of administration of Sellers under Sections 503(b) and 507(b) of the Bankruptcy Code which shall not be subordinate to any other administrative expense claim against the Sellers, other than a superpriority administrative expense claim under Section 364(c)(1) of the Bankruptcy Code granted pursuant to any financing order entered in the Sellers' cases of Chapter 11 of the Bankruptcy Code.

"Expeditors Disputed Amount" shall mean the positive amount, if any, equal to (i) $517,676.00 (representing the amount paid by or on behalf of Sellers to Expeditors International of Washington, Inc., a Washington corporation ("Expeditors") on May 4, 2018 with respect to a disputed minimum payment amount related to January 2018), *minus* (ii) the aggregate amount of any and all portion of the amount referenced in the preceding clause (i) which is repaid or otherwise returned to Sellers by or on behalf of Expeditors prior to the Measurement Time.

"Export Approvals" shall mean the Sell Side Companies' export and import licenses, consents, notices, waivers, approvals, orders, authorizations, registrations, declarations or other authorizations from any Governmental Body required for the export, import and reexport of its products, services, software and technologies.

"Final Order" means an order or judgment, the operation or effect of which has not been reversed, stayed, modified, or amended, is in full force and effect, and as to which order or judgment (or any reversal, stay, modification, or amendment thereof) (a) the time to appeal, seek certiorari, or request reargument or further review or rehearing has expired and no appeal, petition for certiorari, or request for reargument or further review or rehearing has been timely filed, or (b) any appeal that has been or may be taken or any petition for certiorari or request for reargument or further review or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which certiorari was sought, or to which the request was made, and no further appeal or petition for certiorari or request for reargument or further review or rehearing has been or can be taken or granted; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedures, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order shall not prevent such order from being a Final Order; provided, further, that the Purchaser and the Company reserves the right to waive any appeal period for an order or judgment to become a Final Order.

"Final Acquired Companies Closing Cash" has the meaning set forth in Section 3.2(e).

"Final Acquired Companies Closing Indebtedness" has the meaning set forth in Section 3.2(e).

"Final Acquired Companies Transaction Expenses" has the meaning set forth in Section 3.2(e).

"Final Consolidated Working Capital" has the meaning set forth in Section 3.2(e).

Final NAM Store Inventory Amount has the meaning set forth in Section 3.2(e).

"Financial Statements" has the meaning set forth in Section 5.5(a).

"Fraud" means an act committed or statement made by a Party, with intent to deceive another Party, or to induce such other Party to enter into this Agreement or any of the Transaction Documents and requires: (i) a false representation contained in (a) this Agreement, (b) any Transaction Document or (c) any certificate or other instrument delivered pursuant hereto; (ii) the Person making such false representation had knowledge, or believed, that the representation was false at the time such Person made the representation; (iii) the Person making such false representation intended the representation to (a) deceive another Party, (b) induce another Party to enter into this Agreement or any of the Transaction Documents, or (c) induce another Party to otherwise act or refrain from acting; (iv) the Party to whom such false representation was made reasonably relies upon the representation; (v) such false representation (a) induces the Party to whom such representation was made to enter into this Agreement or any of the Transaction Documents, or (b) induces the Party to whom such representation was made to otherwise act or refrain from acting; and (vi) such false representation causes the Party to whom such representation was made to suffer damages. For the avoidance of doubt, "Fraud" does not include, and no claim may be made by any Person in relation to this Agreement or the transactions contemplated by this Agreement for, constructive fraud or other claims based on constructive knowledge, negligence or equitable fraud.

"Furniture and Equipment" means all equipment, machinery, fixtures, vehicles, spare parts, furniture and other tangible property owned or leased by the Sell Side Companies, designated or intended to be used in the operation of the Business, including all attachments, appliances, fittings, gas and oil burners, lighting fixtures, signs, doors, cabinets, partitions, desks, mantels, rolling stock, machines, tools, motors, pumps, screens, plumbing, heating, air conditioning, refrigerators, freezers, refrigerating and cooling systems, racks, ovens, stoves, carpets, floor coverings, wall coverings, artwork, office equipment, kitchen appliances, Software, Hardware, copiers, telephone lines and numbers, facsimile machines and other telecommunication equipment, registers, safes, trash containers, meters and scales, combinations, codes and keys, and any other furniture, fixtures, equipment and supplies related to or useful in Business, other than any Excluded IT Assets.

"GAAP" means generally accepted accounting principles in the United States as of the date hereof.

"Governmental Body" means any federal, state, local, municipal, foreign or other (a) government, (b) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official or entity and any court or other tribunal) or

(c) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, including any arbitration tribunal.

"Hardware" means any and all computer and computer-related hardware, including computers, file servers, facsimile servers, scanners, color printers, laser printers and networks.

"Hazardous Substance" means and includes PCBs or equipment containing PCBs, asbestos or asbestos-containing materials, or any other substance which may pose a threat to the environment or to human health or safety, as defined, identified or regulated under any Environmental Law.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Income Taxes" means any Tax determined in whole or in part with reference to gross or net income or profits (including capital gains, presumed profit, gross receipts, alternative minimum tax or minimum tax and franchise tax imposed in lieu of income tax but in no event including any sales or use tax, property tax, withholding tax, value added tax, social security tax or payroll tax), together with any interest and penalties, fines, additions to tax or additional amounts imposed by a Governmental Body.

"Indebtedness" of any Person means, without duplication: (i) all obligations of such Person for borrowed money (including the current portion thereof) and obligations of such Person evidenced by notes, debentures, bonds (but excluding surety bonds, performance bonds or similar bonds) or other similar instruments (including any payables owed by the Sell Side Companies to their respective members other than accounts payable in the Ordinary Course of Business) and all accrued interest thereon (ii) all obligations of such Person under leases which have been in accordance with GAAP applied on a consistent basis, treated as capital leases or other indebtedness arising under conditional sales contracts and other similar title retention instruments, (iii) any Liability with respect to interest rate swaps, collars, caps and similar hedging obligations (including, but not limited to, foreign exchange Contracts) or other costs incurred in connection with the repayment or assumption of such Indebtedness, (iv) all accrued and unpaid interest on any Indebtedness referred to in clauses (i) through (iii) and pre-penalty payments, premiums, breakage costs on interest rate swaps and any other hedging obligations and other expenses owed with respect to indebtedness described in the foregoing, (v) obligations for deferred purchase price of property or services or acquisition of a business or portion thereof (including (a) any so-called "earn-out" or similar payments or obligations, whether or not contingent, and (b) the Adidas Liability), (vi) any management fees that are or may become due and payable to any Person, including upon the closing of the Transactions, (vii) all pension obligations required under applicable Law and all unfunded or under-funded pension obligations or other defined benefit obligations, (viii) all accrued but unpaid Income Taxes of the Acquired Companies for the Pre-Closing Period, determined as if the taxable year of each Acquired Company ended as of the end of the Closing Date, (ix) liabilities for severance obligations of any Business Employee that is employed by an Acquired Company (other than any Transferred Employee) terminated prior to or on the Closing Date, or otherwise in connection with the

Transactions, and (x) all indebtedness referred to in the foregoing clauses (i) through (ix) of any Person other than the Sell Side Companies that is directly or indirectly guaranteed by the any Sell Side Company.

"Initial Cash Consideration" has the meaning set forth in Section 3.1(a).

"Initial Resolution Period" has the meaning set forth in Section 8.15.

"Insurance Policies" has the meaning set forth in Section 5.16.

"Intellectual Property License" means (a) any grant to a Person of any right to use any of the Purchased Intellectual Property owned by any of the Sell Side Companies and (b) any grant to any of the Sell Side Companies of a right to use a Person's intellectual property rights that is necessary for the use of any Purchased Intellectual Property that is not owned by any of the Sell Side Companies.

"Interim Financial Statements" has the meaning set forth in Section 5.5(a).

"Interim Period" means the period of time from the Effective Date until either (a) the Closing Date or (b) the date any valid termination of this Agreement becomes effective.

"Inventory" means all inventory, merchandise, finished goods, raw materials, packaging, labels, supplies and other personal property maintained, held or stored by or for the Sell Side Companies, and any prepaid deposits for any of the same.

"IP Assignment Agreements" has the meaning set forth in Section 4.3(d).

"IRS" means the Internal Revenue Service.

"KEIP" means the Key Employee Incentive Plan that is expected to be presented to the Bankruptcy Court in connection with the Bankruptcy Case.

"Key Business Employees" means all Business Employees who, as of the Effective Date, have an annual base salary of $200,000 or more.

"Knowledge of Sellers" means the actual knowledge of only those Representatives of Sellers identified on Schedule 1.1(b), after due inquiry with such persons' direct reports.

"Laws" means all applicable laws, statutes, codes, treaties, rules, regulations, ordinances and other pronouncements having the effect of law of any Governmental Body and all Debtor Relief Laws.

"Liability" means any debts, adverse claims, commitments, responsibilities, liability or obligation of any kind or nature whatsoever including exemplary, special and punitive damages (whether direct or indirect, known or unknown, absolute or contingent, vested or unvested, accrued or unaccrued, liquidated or unliquidated, or due or to become due and whether

or not reflected, or required to be reflected, in such Person's balance sheet or other books and records), and including all costs and expenses relating thereto; provided, however, that for purposes of all Assumed Liabilities, "Liability" shall specifically exclude all exemplary, special and punitive damages as well as all fines and penalties.

"Liquidation Period" has the meaning set forth in Section 8.14(c).

"Loss" means any actual losses, Liabilities, claims, damages or expenses of a Party arising from or in connection with a breach or alleged breach by the other Party of this Agreement or the Transaction Documents, or other claim arising out of or in connection with this Agreement or the Transaction Documents.

"Major Customers" has the meaning set forth in Section 5.11(a).

"Major Distributors" has the meaning set forth in Section 5.11(a).

"Major Suppliers" has the meaning set forth in Section 5.11(a).

"Material Contracts" has the meaning set forth in Section 5.10(a).

"Measurement Time" means 11:59 p.m. (prevailing Eastern Time) on the date prior to the Closing Date.

"NAM Store Inventory Amount" means an amount equal to the cost of the Inventory, calculated in accordance with the Accounting Principles, as of the Measurement Time, located at any Stores operated at locations leased pursuant to the North American Store Occupancy Agreements that are Purchased Contracts.

"Net Adjustment Amount" means an amount (which may be negative), equal to (i) the Final Consolidated Working Capital minus the Estimated Consolidated Working Capital (which may result in a negative amount), *plus* (ii) the Estimated Acquired Companies Closing Indebtedness minus the Final Acquired Companies Closing Indebtedness (which may result in a negative amount) *plus* (iii) the Estimated Acquired Companies Transaction Expenses minus the Final Acquired Companies Transaction Expenses (which may result in a negative amount), *plus* (iv) the Final Acquired Companies Closing Cash minus the Estimated Acquired Companies Closing Cash (which may result in a negative amount) *plus* (v) the Final NAM Store Inventory Amount minus the Estimated NAM Store Inventory Amount (which may result in a negative amount).

"Neutral Auditor" means the dispute resolution group of FTI Consulting, Inc. or, if the dispute resolution group of FTI Consulting, Inc. is unable to serve, the dispute resolution group of an impartial nationally recognized firm of independent certified public accountants (other than Sellers' accountants or Purchaser's accountants) or financial consulting firm, mutually agreed to by Purchaser and Sellers.

"No Liquidation Period" has the meaning set forth in Section 8.14(a).

"No Resolution Release Amount" has the meaning set forth in Section 8.15(a).

"Nonassignable Assets" has the meaning set forth in Section 2.7(c).

"Non-Transferred Employees" has the meaning set forth in Section 9.1.

"North American Store Occupancy Agreements" means the Occupancy Agreements whereby any Sell Side Company holds an Occupancy Interest in the Stores located in North America and Canada.

"Notice Parties" has the meaning set forth in Section 7.6.

"Occupancy Agreement" has the meaning set forth in Section 5.8(b).

"Occupancy Interest" has the meaning set forth in Section 5.8(b).

"OFAC" has the meaning set forth in Section 5.18.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body.

"Ordinary Course of Business" means the ordinary and usual course of normal day-to-day operations of the Business consistent with past practice taking into account, with respect to Sellers and the Acquired Companies, the business exigencies arising from Sellers' or the Acquired Companies' financial condition and status as potential or actual filers under Chapter 11 of the Bankruptcy Code.

"Organizational Documents" means (a) the certificate or articles of incorporation or charter documents and bylaws of each Person that is a corporation, (b) the certificate of formation, articles of organization, limited liability company agreements or regulations, as applicable, of each Person that is a limited liability company, (c) the certificates of limited partnership and the agreements of limited partnership of each Person that is a limited partnership, (d) the trust declaration, trust agreement, indenture or other governing instrument for any statutory or common law trust and (e) the memorandum or articles of association, charter, constitution, shareholders agreement, business license or other documentation governing the formation, organization, governance, ownership and existence of any Person organized under the Laws of a jurisdiction other than the United States of America, the District of Columbia or any State of the United States of America.

"Original Notice" has the meaning set forth in Section 8.9(b).

"Outside Date" has the meaning set forth in Section 8.9(b).

"Parent Holdco" has the meaning set forth in Section 3.1(a).

"Party" or "Parties" has the meaning set forth in the Preamble.

"Payoff and Release Documentation" means all documentation reasonably requested by Purchaser to evidence the payoff of the Payoff Estimated Acquired Companies Closing Indebtedness at the Closing.

"Payoff Estimated Acquired Companies Closing Indebtedness" means all Acquired Companies Closing Indebtedness for borrowed money.

"Permits" means any approvals, authorizations, consents, licenses, permits or certificates of a Governmental Body.

"Permitted Assigns" means any Person, including a liquidating trust, appointed (a) pursuant to a plan of reorganization or liquidation to administer and implement such plan of reorganization or liquidation, as applicable, or (b) to facilitate the administration and closure of the Bankruptcy Case whether under Chapter 11 or Chapter 7 of the Bankruptcy Code.

"Permitted Encumbrances" means (a) those exceptions to title for the Purchased Assets identified in Schedule 5.6, (b) statutory Encumbrances for Taxes or other governmental charges or assessments not yet due or delinquent or the validity of which is being contested in good faith by appropriate proceedings and adequately reserved for on the Balance Sheet, (c) mechanics', materialmen's, carriers', workers', repairers' and other similar liens arising or incurred in the Ordinary Course of Business relating to obligations as to which there is no default on the part of any Sell Side Company or the validly of which are being contested in good faith by appropriate proceedings and adequately reserved for on the Balance Sheet, (d) zoning, entitlement, environmental or conservation restrictions and other land use and environmental regulations imposed by Governmental Bodies, (e) recorded Encumbrances, easements, restrictions, covenants and licenses affecting real property incurred in the Ordinary Course of Business that do not secure monetary obligations and do not materially interfere with the conduct of the Business or materially detract from the value of the Business, (f) the covenants and restrictions set forth in this Agreement or any other Transaction Document, (g) non-exclusive licenses with respect to intellectual property granted in the Ordinary Course of Business, (h) any minor encumbrances and other minor matters that do not require the payment of money (provided, however, that the same (A) do not materially and adversely interfere with the use and enjoyment of the Real Property at the Closing Date and (B) do not materially prejudice the anticipated future uses to which the Real Property could be put), (i) provider, utility and telephone company rights and easements to maintain, install or remove poles, wires, cables, pipes, pipelines, boxes and other facilities and equipment in, over and upon the Real Property and rights and easements for the installation, maintenance and replacement of water mains and sewer lines and facilities and equipment in, over and upon the Real Property, and (j) Encumbrances that arise solely by reason of acts of or with the written consent of Purchaser; provided, however, for purposes of Section 8.2 and the definition of "Sale Order", Permitted Encumbrances shall only include the items listed in clauses (a) through (k) of this definition to the extent relating solely to Real Property.

"Person" means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

"Personal Information" means any information or data relating to an identified or identifiable natural person, including any information specifically defined or identified in any Company privacy policy or under applicable Law as "personal information," "personally identifiable information," "PII," or "personal data". Personal Information may relate to any individual, including a current, prospective or former customer, employee or vendor of any Person. Personal Information includes information in any form, including paper, electronic and other forms.

"Petition Date" means the actual date the Bankruptcy Cases are commenced.

"Post-Closing Apportioned Period" has the meaning set forth in Section 12.2.

"Potential Transferred Employees" has the meaning set forth in Section 9.1.

"Preamble" means the preamble of this Agreement.

"Pre-Closing Apportioned Period" has the meaning set forth in Section 12.2.

"Pre-Closing Period" means any taxable period ending on or prior to the Closing Date and, in the case of any Straddle Period, the portion of such period ending on and including the Closing Date.

"Pre-Closing Reorganization" has the meaning set forth in the Recitals.

"Private Information" has the meaning set forth in Section 5.9(b).

"Private Laws and Requirements" has the meaning set forth in Section 5.9(c).

"Privileged Communications" means any attorney-client communications, confidences, files, work product or other communications (in any form) related to the Seller Engagements.

"Proceeding" means any action, mediation, arbitration, audit, hearing, investigation, charge, claim, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body, arbitrator, mediator or similar dispute resolution party.

"Purchase Price" has the meaning set forth in Section 3.1(a).

"Purchased Assets" has the meaning set forth in Section 2.1.

"Purchased Avoidance Actions" has the meaning set forth in Section 2.1(p).

"Purchased Contracts" means all Contracts set forth on Schedule 2.6(a) and any other Contract deemed to be a Purchased Contract pursuant to this Agreement, which Contracts are to be assumed and assigned to Purchaser.

"Purchased Equity Interests" means the Equity Interests in Rockport UK and the Equity Interests of Rockport International Ltd. owned by DD Management Services LLC and any other Seller.

"Purchased Intellectual Property" means the following intellectual property rights of any of the Sell Side Companies, whether statutory and common law rights, if applicable: (a) works of authorship, copyrights, and registrations and applications for registration thereof, (b) trademarks, service marks, trade names, slogans, domain names, business names, logos, trade dress, and registrations and applications for registrations thereof (c) patents, as well as any reissued and reexamined patents and extensions corresponding to the patents, and any patent applications, as well as any related continuation, continuation in part and divisional applications and patents issuing therefrom, and (d) the Intellectual Property Licenses; provided, however, that Purchased Intellectual Property shall not include Excluded IT Assets or any management, financial or other models or frameworks (including those made available by any Seller or any of its Affiliates prior to Closing) for safety, management, financial and any other operational and maintenance matters.

"Purchaser" has the meaning set forth in the Preamble.

"Purchaser Adidas Release" has the meaning set for in Section 8.15(a).

"Purchaser Closing Date Payment Amount" has the meaning set forth in Section 3.1(d).

"Purchaser Documents" means this Agreement and any other agreement, document, instrument or certificate contemplated by this Agreement to which Purchaser is a party or to be executed by Purchaser in connection with the consummation of the Transactions, including the Exhibits.

"Purchaser Material Adverse Effect" means a change, event or development which has, or would reasonably be expected to have, a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement or to consummate the Transactions.

"Purchaser Plans" has the meaning set forth in Section 9.2.

"Purchaser Paid Cure Costs" means (i) all Cure Costs with respect to any North American Store Occupancy Agreement that is included as a Purchased Contract in accordance with Section 2.6, *plus* (ii) Cure Costs payable with respect to any Purchased Contract that is of the type that is not included as a current liability in the calculation of Seller Working Capital; provided, however, that the aggregate amount of all Cure Costs described in this clause (ii) shall not exceed $500,000.

"Purchaser Related Persons" has the meaning set forth in Section 4.6(a).

"Purchaser's Allocation" has the meaning set forth in Section 12.4.

"Qualified Plans" has the meaning set forth in Section 9.2(f).

"Qualified Final Adidas Resolution" has the meaning set forth in Section 8.15(a).

"Qualified Resolution" has the meaning set forth in Section 8.15(a).

"Real Property" means every parcel of real property on which the Business is located, as described on Schedule 5.8.

"Real Property Documents" has the meaning set forth in Section 5.8.

"Recitals" means the recitals to this Agreement.

"Registered Intellectual Property" has the meaning set forth in Section 5.9(a).

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment.

"Representatives" means, as to any Person, its officers, directors, managers, members, employees, agents, counsel, accountants, financial advisers, restructuring advisers, bankers, insurers, financing sources and consultants.

"Required Consents" has the meaning set forth in Section 8.3(a).

"Retained Accounts" has the meaning set forth in Section 2.2(a).

"Rockport Brand" has the meaning set forth in Section 8.15.

"Sale Milestones" means the following dates by which the following events must occur:

a. On or before May 14, 2018, each Seller shall have commenced its Bankruptcy Case.

b. On or before the date that is no later than one (1) day after the Petition Date, the Sellers shall have filed the Sale Motion;

c. On or before the date that is twenty five (25) days after the Petition Date, the Bankruptcy Court shall have entered the Bidding Procedures Order;

d. On or before the date that is sixty (60) days after the Petition Date, the Bankruptcy Court shall have entered the Sale Order.

"Sale Motion" means the motion or motions of Sellers seeking approval and entry of the Bidding Procedures Order and Sale Order.

"Sale Order" means an Order of the Bankruptcy Court in substantially the form attached hereto as Exhibit H or otherwise in form and substance satisfactory to each of Purchaser and Sellers in its reasonable judgment, pursuant to, *inter alia*, Sections 105, 363 and 365 of the Bankruptcy Code authorizing and approving the transactions contemplated by this Agreement;

provided, that neither Purchaser nor Sellers shall be required to accept a Sale Order that does not, and it shall be deemed reasonable for Purchaser or Sellers to find a Sale Order unsatisfactory if it does not: (i) provide for the sale, transfer and assignment of all of the Sellers' rights, title and interest in the Purchased Assets to Purchaser on the terms and conditions set forth herein, free and clear of all Claims, Excluded Liabilities, and Encumbrances (including any successor liability) to the maximum extent permitted by law, other than Permitted Encumbrances and the Assumed Liabilities; (ii) provide for the assumption and assignment of the Purchased Contracts and the Assumed Liabilities by and to Purchaser; (iii) contain findings of fact and conclusions of law that the transactions contemplated by this Agreement are undertaken by Purchaser and Sellers at arm's length, without collusion and that the Purchaser has acted in "good faith" within the meaning and entitled to the protections of Section 363(m) of the Bankruptcy Code; (iv) finds that notice of the Transactions was good and sufficient; (v) provide that, other than the Assumed Liabilities and Permitted Encumbrances, Purchaser shall not be responsible for any liability of Sellers; (vi) find the transfers of the Purchased Assets by Sellers to Purchaser constitutes transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the State of Delaware; (vii) hold that Purchaser is a not a successor to the Sellers or their estates by reason of any theory of law or equity with respect to any Claims or Encumbrances against the Sellers or the Purchased Assets and to the maximum extent permitted by applicable law permanently enjoining each and every holder of any claim for such liabilities from commencing, continuing or otherwise pursuing or enforcing any remedy, claim, cause of action or Encumbrance against Purchaser or the Purchased Assets related thereto; (viii) hold that, after the entry of the Sale Order, the terms of any reorganization or liquidation plan submitted to the Bankruptcy Court or any other court for confirmation or sanction, shall not conflict with, supersede, abrogate, nullify or restrict the terms of this Agreement, or in any way prevent or interfere with the consummation or performance of the transactions contemplated by this Agreement; (ix) authorize and approve the releases required under Section 8.2 hereof; and (x) provide for the waiver of the automatic stay provisions of Bankruptcy Rules 6004 and 6006.

"Sale Process NDA Parties" means those twelve (12) or less Persons that have entered into a confidentiality agreement with the Company and provided an indication of interest (whether written or oral) to the Company or its Representatives prior to the Effective Date, identified (to the extent permissible under such respective confidentiality agreements) to Goodwin Procter LLP, as counsel to the Purchaser, by the Company or its Representatives.

"Schedules" means the disclosure schedules attached to this Agreement.

"Section" has the meaning set forth in Section 1.2(a)(v).

"Secured Noteholders" means the existing secured lenders to the Sell Side Companies consisting of Crescent Mezzanine Partners VI, L.P., Crescent Mezzanine Partners VIC, L.P., Crescent Mezzanine Partners VIB (Cayman), L.P., NYLCAP Mezzanine Partners III, LP, NYLCAP Mezzanine Partners III Parallel Fund, LP, NYLCAP Mezzanine Partners III 2012 Co-Invest, LP, Corporate Capital Trust, Inc. and Oregon Public Employees Retirement Fund.

"Sell Side Companies" means collectively the Sellers and the Acquired Companies.

"Sell Side Related Persons" has the meaning set forth in Section 4.6(a).

"Seller" or "Sellers" has the meaning set forth in the Preamble.

"Seller Business Employees" means, (i) the Business Employees to the extent such Persons are employed by one or more Sellers (and not by an Acquired Company), and (ii) such Persons that would be Business Employees as of the Closing Date had they been employed by one or more Sellers (and not any Acquired Company) as of the Effective Date.

"Seller Documents" means this Agreement and any other agreement, document, instrument or certificate contemplated by this Agreement to which the Sell Side Companies are a party or to be executed by the Sell Side Companies in connection with the consummation of the Transactions, including the Exhibits.

"Seller Engagements" means any matters for which any Seller has engaged Richards, Layton & Finger, P.A., Houlihan Lokey, Inc. or Alvarez & Marsal Holdings, LLC in connection with a possible negotiated transaction involving any of Sellers and a Third Party, state or federal bankruptcy or insolvency proceeding, an out-of-court restructuring and/or any financing transaction.

"Seller Material Adverse Effect" means, unless the context expressly provides otherwise, a change, event or development which has, or would reasonably be expected to have, a material adverse effect on the Business, operations, properties or condition (financial or otherwise) of the Sell Side Companies taken together as a whole, or on the ability of Sellers to perform their obligations under this Agreement or to consummate the Transactions; provided, however, that in determining whether a Seller Material Adverse Effect has occurred, there shall not be taken into account any effect resulting from (a) any change in economic or business conditions generally, financial markets generally or in the industry or markets in which any Seller operates or is involved, (b) any change in general legal, regulatory or political conditions, including any commencement, continuation or escalation of war, material armed hostilities or terrorist activities or other material international or national calamity or act of terrorism directly or indirectly involving or affecting the United States, (c) any changes in accounting rules or principles (or any interpretations thereof), including changes in GAAP, (d) any change in any Laws, (e) the announcement of the execution of this Agreement or the other Transaction Documents or the sale of Sellers, or the pendency of or consummation of the Transactions, or any actions required to be taken hereunder or thereunder, (f) any actions taken or not taken pursuant to the express provisions of this Agreement (g) any Excluded Assets or Excluded Liabilities, (i) any failure to meet any internal or public forecasts, projections, predictions, guidance, estimates, milestones or budgets (provided that any underlying cause for such failure shall not be excluded solely by operation of this clause); provided, further, that any change, event or development resulting from or relating to those matters referred to in clauses (a) through (d) above shall only not be taken into account so long as they do not disproportionately affect the Sell Side Companies, taken as a whole, in relation to similarly situated companies in the same or similar industry and region, and (j) the pendency of the Bankruptcy Case and any action approved by, or motion made before, the Bankruptcy Court.

"Seller Subsidiaries" has the meaning set forth in the Preamble.

"Seller Working Capital" means, with respect to the Sellers, the excess of (a) the sum of (i) all current assets (excluding Tax assets), to the extent that such assets are Purchased Assets, as of the Measurement Time, and (ii) the Expeditors Disputed Amount over (b) all current liabilities, to the extent that such liabilities are Assumed Liabilities, as of the Measurement Time, each determined in accordance with the Accounting Principles. Notwithstanding the foregoing, to the extent that Sellers pay, after the Measurement Time, including pursuant to Section 7.2(c), any Cure Costs that are included as current liabilities as of the Measurement Time, then such paid Cure Costs shall reduce current liabilities when calculating Seller Working Capital. In addition, the Seller Working Capital shall never include Adidas Liability, the Purchaser Paid Cure Costs (including any Liabilities that are related to the Purchaser Paid Cure Costs) Liabilities that are Excluded Liabilities under Section 2.4(g) or Section 2.4(i), or the NAM Store Inventory Amount. Attached hereto as Exhibit I-3, for illustrative purposes only, is a sample calculation of Seller Working Capital as of February 28, 2018.

"Sellers' Allocation Notice" has the meaning set forth in Section 12.4.

"Sellers' Objection Notice" has the meaning set forth in Section 3.2(c).

"Software" means any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, schematics, flow charts and other work product used to design, plan, organize and develop any of the foregoing and (d) all documentation, user manuals and training materials, relating to any of the foregoing, owned, leased, licensed or otherwise used by Sellers in the conduct of the Business.

"Solvent" means, in relation to a Person, that as of any date of determination, (a) the fair value of the assets of such Person will exceed its consolidated Liabilities, (b) the present fair saleable value of the property of such Person will be greater than the amount that will be required to pay the probable aggregate amount of its Liabilities, as such Liabilities become absolute and mature, (c) such Person will not have unreasonably small capital with which to conduct the business in which it is engaged as such business is now conducted and is proposed to be conducted following such date and (d) such Person will not have incurred and does not intend to incur, or believes it will incur, any Liabilities that it does not believe that it will be able to pay (based on its assets and cash flow) as such Liabilities become due (whether at maturity or otherwise).

"Store Closing" has the meaning set forth in Section 8.14(c).

"Store Closing Sale Guidelines" has the meaning set forth in Section 8.14(d).

"Stores" means all of the Real Property for retail stores located in any geographic area.

"Straddle Period" means any taxable period that begins on or before the Closing Date and ends after the Closing Date.

"Successful Bidder" means any party who acquires all of substantially all of the Purchased Assets (in a single transaction or a series of transactions) or all or substantially all of the limited liability company interests (in a single transaction or a series of transactions) of Sellers or any of their successors by reason of having submitted the successful bid at the Auction in a manner consistent with and authorized by the Bidding Procedures Order, regardless of whether such party has acquired such assets or limited liability company interests for investment, strategic operation, liquidation or other purpose.

"Superior Document" means a document to which a Superior Party is party or subject to in any case where a Real Property Document is a sublease or other agreement granting a Sell Side Company occupancy or user rights under and subject to superior documents.

"Superior Party" means a grantor to a Sell Side Company in a sublease or other agreement granting a Sell Side Company occupancy or user rights under.

"Target Consolidated Working Capital" means $107,954,000.

"Tax Claim" means any examination, contest, claim or other Proceeding relating to Taxes.

"Tax Return" means any return, declaration, report, disclosure, statement, information statement, worksheet, schedule and any other document filed, required to be filed or required to be prepared (including any documentation required to be prepared in connection with any applicable transfer pricing law) with respect to Taxes, including any claims for refunds of Taxes and any amendments or supplements to any of the foregoing.

"Taxes" means all federal, state, provincial, local or foreign taxes, charges, fees, imposts, levies or other assessments, including all net income, gross receipts, capital, escheat, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, customs duties, fees and assessments of any kind whatsoever, and any interest, penalty or, addition to tax or additional amount with respect thereto, that are imposed, assessed or collected by any Governmental Body, and any liability for payment of the foregoing amounts as a transferee or successor.

"Third Party" means a Person that is not a party to this Agreement.

"Trade Laws" has the meaning set forth in Section 5.18.

"Transaction Documents" means this Agreement, each of the officer certificates required by this Agreement to be delivered pursuant to ARTICLE IV and ARTICLE X as conditions to Closing, the Seller Documents and the Purchaser Documents.

"Transactions" means the transactions contemplated by this Agreement and the other Transaction Documents.

"Transfer Taxes" has the meaning set forth in Section 12.1.

"Transferred Employees" has the meaning set forth in Section 9.1.

"Transferred Plans" has the meaning set forth in Section 9.2(d).

"Treasury Regulations" means the regulations promulgated under the Code by the Internal Revenue Service.

"WARN Laws" means Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 21.01 et seq., and any other similar provision of any Law governing plant closings or mass layoffs.

"Warrant" has the meaning set forth in Section 3.1.

"Warranty Claims" means claims by distributors, retailers or consumers for alleged defects in products sold by the Company, claiming that the products do not meet an express or implied product warranty or a warranty covered by Laws, including any consumer protection Laws.

Exhibit B

Subject to review of Company LLC Agreement
Warrant No. 1

[•], 2018

WARRANT TO PURCHASE COMMON UNITS
OF
[___], LLC[1]

THIS WARRANT AND THE UNDERLYING SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE ASSIGNED EXCEPT (1) PURSUANT TO A REGISTRATION STATEMENT WITH RESPECT TO SUCH SECURITIES THAT IS EFFECTIVE UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT RELATING TO THE DISPOSITION OF SECURITIES (2) IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AND (3) IN ACCORDANCE WITH THE COMPANY LLC AGREEMENT (AS DEFINED BELOW).

THIS WARRANT AND THE UNDERLYING SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT ARE SUBJECT TO THE COMPANY LLC AGREEMENT (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST TO THE COMPANY), AND BY ACCEPTING ANY INTEREST IN THIS WARRANT AND THE UNDERLYING SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF THE COMPANY LLC AGREEMENT, INCLUDING CERTAIN RESTRICTIONS ON TRANSFER AND OWNERSHIP SET FORTH THEREIN.

[•], LLC, a Delaware limited liability company (the "**Company**"), hereby certifies that, for value received and in accordance with the Asset Purchase Agreement, dated as of [•], 2018 (the "**Purchase Agreement**"), by and among the Company, Rockport Blocker, LLC (the "**Holder**") and the other parties named therein, the Holder is entitled, subject to the terms and conditions set forth in this warrant (this "**Warrant**"), to purchase from the Company, at any time or times on or after the date hereof, but not after 5:00 p.m. Eastern time on [•][2] (the "**Expiration Date**"), [[•] (•)][3] (the "**Warrant Units**") duly authorized and validly issued common units representing limited liability company interests in the Company (the "**Common Units**"), at an initial purchase price per Warrant Unit equal to $[2.50][4] (the "**Warrant Price**").

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[1]Note to Draft: Issuer to be ultimate parent entity of Purchaser (which will be the entity in which investment funds affiliated with Charlesbank invests).
[2]Note to Draft: Ten years from issuance date.
[3]Note to Draft: Number of units to equal 5% of the Company's capitalization as of closing prior to dilution by any incentive equity grants to management.
[4]Note to Draft: Warrant Price to be 2.5x the amount paid by investment funds affiliated with Charlesbank for its equity purchased at Closing. We expect Charlesbank will purchase its equity for $1.00 per unit.

Section 1. Exercise; Exchange of Warrant

1.1 Manner of Exercise.

(a) The Holder may exercise this Warrant, in whole or in part, at any time and from time to time during normal business hours on any Business Day on or prior to the Expiration Date, by (i) delivering to the Company a written notice, in the form attached hereto as Exhibit A (the "**Exercise Notice**"), duly executed by the Holder, (ii) surrendering this Warrant to the Company, properly endorsed by the Holder (or if this Warrant has been destroyed, stolen or has otherwise been misplaced, by delivering to the Company an affidavit of loss in form and substance reasonably satisfactory to the Company and duly executed by the Holder), and (iii) by tendering payment for the number of Common Units designated by the Exercise Notice in lawful money of the United States in the form of cash, bank or certified check made payable to the order of the Company, or by wire transfer of immediately available funds, or in any combination thereof, of an amount equal to the product of (A) the Warrant Price in effect at the time of such exercise and (B) the number of Warrant Units as to which this Warrant is being exercised.

(b) Notwithstanding any provisions herein to the contrary, if the Fair Value per Common Unit is greater than the Warrant Price (at the date of calculation as set forth below), in lieu of exercising this Warrant by payment of cash, the Holder may elect to receive Common Units equal to the value (as determined below) of this Warrant (or the portion thereof being canceled) by surrender of this Warrant (unless only a portion of this Warrant is being exercised, in which case a portion hereof shall be deemed to have been surrendered) at the principal office of the Company together with the properly endorsed Exercise Notice, in which event the Company shall issue to the Holder a number of Common Units computed using the following formula:

$$X = \frac{Y\,(A-B)}{A}$$

Where X = the number of Warrant Units to be issued to the Holder

Y = the number of Warrant Units then purchasable under this Warrant or, if only a portion of this Warrant is being exercised, the portion of this Warrant being exercised (at the date of such exercise)

A = the Fair Value per Common Unit (at the date of such calculation)

B = Warrant Price (as adjusted to the date of such calculation)

1.2 When Exercise is Effective. Each exercise of this Warrant shall be deemed to have been effected immediately prior to the close of business on the Business Day on which this Warrant shall be surrendered or deemed to have been surrendered to the Company as provided in Section 1.1. Simultaneously with the issuance of this Warrant, the Holder has executed and delivered to the Company a joinder to the [Amended and Restated] LLC Agreement of the Company (as amended from time to time, the "**Company LLC Agreement**") which contains

certain rights and restrictions with respect to the Holder's ownership of this Warrant and, upon exercise, the Warrant Units.

1.3 Automatic Exercise.

(a) Automatic Exercise Upon a Sale of the Company.

(i) Notwithstanding any other provision in this Warrant, in the event of a Sale of the Company where for any reason this Warrant has not been fully exercised prior to the consummation thereof, then, effective immediately prior to the consummation of such Sale of the Company, this Warrant shall no longer be exercisable for Warrant Units and shall be automatically exchanged, without any action by any party, for an amount of consideration equal to the consideration which would have been received in respect of the Warrant Units for which this Warrant is then exercisable had this Warrant been fully exercised immediately prior to the consummation of such Sale of the Company in accordance with Section 1.1(b) (such consideration, the "**Sale Consideration**", and such exchange, the "**Automatic Exchange**"). For the avoidance of doubt, in the event of a Sale of the Company involving a merger or consolidation of the Company, this Warrant shall not be exercisable for any capital stock or equity securities of any surviving corporation (or other legal entity) of the merger or consolidation, any successor corporation (or other successor legal entity) of the Company, or any Affiliate of any of the foregoing.

(ii) Upon the consummation of a Sale of the Company, this Warrant shall represent only the right to receive the Sale Consideration, when, as and if received by the other holders of Common Units of the Company. To receive the Sale Consideration, the Holder shall deliver this Warrant, or an affidavit and indemnity of lost warrant, if applicable, to the Company (or the surviving entity, as applicable) and upon receipt of this Warrant or such document, the Company (or the surviving entity, as applicable) shall deliver the Sale Consideration to the Holder; *provided*, that any failure by the Holder to so deliver this Warrant or such document shall have no effect upon the Automatic Exchange and this Warrant shall be deemed to have been exchanged for the Sale Consideration effective upon the consummation of such Sale of the Company irrespective of whether this Warrant shall be so delivered.

(iii) Notwithstanding anything to the contrary in this Section 1.3(a), in the event that some or all of the consideration payable in any Sale of the Company is payable only upon satisfaction of contingencies (including without limitation earn-outs, escrows and holdbacks) (the "Additional Consideration"), the Sale Consideration that is Additional Consideration shall only be paid to the Holder at such time that the Additional Consideration is paid or otherwise released to the unitholders of the Company.

(iv) In the event the Holder fails for any reason to take any of the actions set forth in this Section 1.3(a), he, she or it hereby irrevocably appoints the Company as the Holder's true and lawful proxy and attorney-in-fact, with full power of substitution and re-substitution, to vote, act by written consent or take any action in the name, place and stead of such Holder, to effect any of the matters set forth herein. The proxy and power granted to the Company by the Holder pursuant to this Section 1.3(a) are coupled with an interest and are given to secure the performance of the Holder under this Section 1.3(a). Such proxy shall be irrevocable and shall not, without the prior written consent of the Company, be superseded or

revoked by any other proxy granted by the Holder simultaneously with or subsequent to the date hereof.

(b) Public Offering.

(i) Immediately prior to the consummation of a Public Offering, this Warrant will be automatically exercised without any action by any Person, in accordance with Section 1.1(b) assuming, for purposes of the calculations set forth in Section 1.1(b), that the Fair Value per Common Unit is equal to the offering price to the public of a Common Unit or, in the event the Company is succeeded by a corporation, the offering price to the public of a share of common stock (adjusted as applicable) in such Public Offering (the "**Automatic Exercise**").

(ii) Following the Public Offering, the Holder shall deliver this Warrant, or an affidavit and indemnity of lost warrant, if applicable, to the Company; *provided*, that any failure by the Holder to so deliver this Warrant or such document shall have no effect upon the Automatic Exercise and this Warrant shall have been exercised pursuant to Section 1.3(b)(i) irrespective of whether this Warrant shall be so delivered.

(iii) In the event the Holder fails for any reason to take any of the actions set forth in this Section 1.3(b), he, she or it hereby irrevocably appoints the Company as the Holder's true and lawful proxy and attorney-in-fact, with full power of substitution and re-substitution, to vote, act by written consent or take any action in the name, place and stead of such Holder, to effect any of the matters set forth herein. The proxy and power granted to the Company by the Holder pursuant to this Section 1.3(b) are coupled with an interest and are given to secure the performance of the Holder under this Section 1.3(b). Such proxy shall be irrevocable and shall not, without the prior written consent of the Company, be superseded or revoked by any other proxy granted by the Holder simultaneously with or subsequent to the date hereof.

Section 2. Adjustments to Warrant Price and Warrant Units

The Warrant Price and the number of Warrant Units subject to this Warrant shall be subject to adjustment from time to time as follows:

2.1 Subdivision or Combination of Common Units. If the Company subdivides the Common Units into a greater number of units (including by reclassification, split, distribution, dividend or otherwise), the number of Common Units purchasable hereunder shall be proportionately increased and the Warrant Price shall be proportionately decreased. If the outstanding Common Units are combined or consolidated into a lesser number of units (including by reclassification or reverse split, but excluding any unit buy-back by the Company), the Warrant Price shall be proportionately increased and the number of Warrant Units shall be proportionately decreased. Any such adjustments shall be made successively whenever any event specified in this Section 2.1 shall occur, but no duplicative adjustments shall be made hereunder.

2.2 Units Outstanding. The number of Common Units deemed to be outstanding at any given time shall not include Common Units held by the Company or any subsidiary of the Company.

2.3 No Adjustments Upon Exercise of Warrant. Anything herein to the contrary notwithstanding, no adjustment to the Warrant Price shall be made in the case of any issuance of Common Units (or other securities) upon the exercise in whole or in part of this Warrant.

Section 3. Representations and Warranties of the Holder

3.1 Organization and Power. The Holder is duly organized and is validly existing and in good standing under the laws of the state of its organization, is duly qualified to do business and is in good standing (to the extent such concepts are applicable under such laws) in each jurisdiction in which its ownership or lease of property or the conduct of its business requires such qualification, and has all power and authority necessary to own or hold its properties and to conduct the businesses in which it is engaged, except where the failure to be so qualified or in good standing or have such power or authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the business or results of operations of the Holder and its subsidiaries, if any, taken as a whole or on the performance by the Holder of its obligations under this Warrant.

3.2 Authority; Authorization. The Holder represents and warrants that it has all requisite power and authority to execute, deliver and perform its obligations under this Warrant and to consummate the transactions contemplated by this Warrant. The execution and delivery of this Warrant by the Holder has been duly authorized. The Holder also represents that this Warrant is a legal, valid and binding obligation of the Holder, enforceable in accordance with its terms, except that the enforcement thereof may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and to general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

3.3 Acquisition of Warrant for Personal Account. The Holder represents and warrants that it is acquiring this Warrant and the Warrant Units solely for its account for investment and not with a view to or for sale or distribution of this Warrant or Warrant Units or any part thereof. The Holder also represents that the entire legal and beneficial interests of this Warrant and the Warrant Units the Holder is acquiring is being acquired for, and will be held for, its account only.

3.4 Accredited Investor. The Holder represents and warrants that the Holder is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

3.5 Securities Are Not Registered.

(a) The Holder understands that this Warrant and the Warrant Units have not been registered under the Securities Act on the basis that no distribution or public offering of the Common Units of the Company is to be effected. The Holder realizes that the basis for the exemption may not be present if, notwithstanding its representations, the Holder has a present intention of acquiring the securities for a fixed or determinable period in the future, selling (in connection with a distribution or otherwise), granting any participation in, or otherwise distributing the securities. The Holder has no such present intention.

(b) The Holder recognizes that this Warrant and the Warrant Units must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. The Holder recognizes that the Company has no obligation to register this Warrant or the Warrant Units, or to comply with any exemption from such registration.

(c) The Holder is aware that neither this Warrant nor the Warrant Units may be sold pursuant to Rule 144 adopted under the Securities Act unless certain conditions are met, which may include, among other things, the existence of a public market for the Common Units, the availability of certain current public information about the Company, the resale following the required holding period under Rule 144 and the number of Common Units being sold during any three-month period not exceeding specified limitations. Holder is aware that the conditions for resale set forth in Rule 144 have not been satisfied and that the Company presently has no plans to satisfy these conditions in the foreseeable future.

Section 4. Covenants of the Company

4.1 The Company covenants and agrees that:

(a) all Common Units that may be issued upon the exercise of the rights represented by this Warrant shall, upon issuance, be duly authorized and validly issued and be fully paid and non-assessable; and

(b) during the period within which this Warrant may be exercised, it will at all times have authorized and reserved a sufficient number of Common Units to provide for the exercise of rights represented by this Warrant.

Section 5. Restrictions on Transfer

5.1 Transfer.[5] Notwithstanding anything to the contrary in the Company LLC Agreement, this Warrant may only be transferred or assigned (i) by the Holder to its equityholders or Secured Noteholders (as such term is defined in the Purchase Agreement), (ii) by a transferee or assignee of this Warrant or the Warrant Units in accordance with this Section 5.1(i) to its Affiliates or (iii) with the prior written approval of the Board of Managers of the Company.

Section 6. Miscellaneous

6.1 Definitions.

"**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such Person, and the term "control" (including, with correlative meanings, "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of equity interests, by contract or otherwise.

[5] Note to Draft: Warrantholder majority consent to be added to Warrant as appropriate in anticipation of transfer of Warrant to Secured Noteholders.

"**Business Day**" means a day (i) other than Saturday or Sunday, and (ii) on which commercial banks are open for business in the City of New York.

"**Current Market Price**" of any security as of any date herein specified shall mean (i) if traded on a securities exchange, the average of the closing prices of the securities on such exchange or market over the thirty (30) day period ending three (3) days prior to the day in question or (ii) if actively traded over-the-counter, the average of the closing bid prices over the thirty (30) day period ending three (3) days prior to the day in question.

"**Fair Value**" shall mean the fair market value of the appropriate security, property, asset, business or entity as reasonably determined in good faith by the Board of Managers of the Company, *provided* that if, within 15 days following receipt of the writing setting forth any such determination of Fair Value by the Board of Managers of the Company, the Holder shall notify the Company of its disagreement with such determination, then Fair Value shall be determined by an independent appraiser of recognized national standing (selected by the Company and reasonably satisfactory to the Holder). Each determination of Fair Value shall be made in accordance with generally accepted financial practice and shall be set forth in writing, and the Company shall, immediately following such determination, deliver a copy thereof to the Holder. The determination of the independent appraiser with respect to the Fair Value shall be no greater than the higher amount calculated by the Holder or the Company, as the case may be, and no less than the lower amount calculated by the Holder or the Company, as the case may be. The determination of any such independent appraiser so made shall be conclusive and binding on the Company and on the Holder. Each of the Company and the Holder shall pay fifty percent (50%) of the expenses incurred in connection with any such determination, including, without limitation, the expenses of the independent appraiser engaged to make such determination. If the Company shall not have engaged such appraiser within 20 days after the occurrence of the event giving rise to the need therefor, then such appraiser may be engaged by the Holder. Notwithstanding the foregoing, in the case of any security, if clause (i) or (ii) of the definition of Current Market Price is applicable to such security, then the Fair Value of such security at any time shall be the Current Market Price of such security at such time or if such determination of Fair Value is in connection with a Public Offering pursuant to Section 1.3(b), the Fair Value shall equal the offering price to the public of a Common Unit in such Public Offering.

"**Fair Value per Common Unit**" shall mean the Fair Value of a Common Unit.

"**Person**" shall be construed broadly and shall include, without limitation, an individual, a partnership, an investment fund, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"**Public Offering**" shall mean the Company's first underwritten public offering of its Common Units or, in the event the Company is succeeded by a corporation, such corporation's common stock, registered under the Securities Act.

"**Sale of the Company**" means, other than in connection with a Public Offering, whether in a single transaction or series of related transactions: (a) the sale or transfer of the properties and assets of the Company and/or its subsidiaries having a value in excess of fifty percent (50%) of the value of the consolidated assets of the Company and its subsidiaries as of immediately prior to such transaction; or (b) any acquisition (whether by merger, consolidation, sale or other transfer) of beneficial ownership by one of more Persons, following which the members of the Company immediately prior to such transaction (or series of transactions) cease to beneficially own, directly or indirectly, a majority of the Common Units (as of immediately following such transaction or series of transactions).

"**Securities Act**" means the Securities Act of 1933, as amended.

6.2 Notice of Adjustments. In each case of any adjustment or readjustment in the Warrant Price, the Company shall promptly thereafter compute such adjustment or readjustment in accordance with the terms of this Warrant and provide a written report thereof certified by the Chief Financial Officer of the Company to Holder stating the Warrant Price, after giving effect to such adjustment or readjustment, and setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based. The Company shall promptly provide information reasonably requested by Holder in connection with verifying such calculation.

6.3 Notice. Any notice or demand which, by any provision herein, document or instrument executed pursuant hereto, except as otherwise provided herein, is required or provided to be given shall be deemed to have been sufficiently given or served and received for all purposes when delivered in hand, by facsimile transmission with receipt acknowledged or by express delivery providing receipt of delivery, to the addresses and numbers set forth on the signature pages or such other address or facsimile number as such party may hereafter specify for the purpose of receiving notice hereunder.

6.4 Exchange of Warrant. This Warrant is exchangeable at no cost to the Holder upon the surrender hereof by Holder at such office or agency of the Company, for a new warrant of like tenor representing in the aggregate the right to subscribe for and purchase the number of Common Units that may be subscribed for and purchased hereunder from time to time after giving effect to all the provisions hereof, each of such new warrants to represent the right to subscribe for and purchase such number of Common Units as shall be designated by said Holder hereof at the time of such surrender.

6.5 Lost, Stolen, Mutilated or Destroyed Warrant. Upon receipt of evidence satisfactory to the Company of the loss, theft, destruction or mutilation of any Warrant, and, if requested in the case of any such loss, theft or destruction, upon delivery of an affidavit of loss reasonably satisfactory to the Company, or, in the case of any such mutilation, upon surrender and cancellation of this Warrant, the Company will issue a new warrant of like denomination and tenor as the Warrant so lost, stolen, mutilated or destroyed, which shall, in place of the Warrant so lost, stolen, mutilated or destroyed, be deemed an original contractual obligation of the Company.

6.6 Governing Law. This Warrant shall be deemed to be a contract made under, and shall be construed in accordance with, the laws of the State of Delaware, without giving effect to conflict of laws principles thereof.

6.7 Section Headings; Construction. The descriptive headings in this Warrant have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provision thereof or hereof. The parties have participated jointly in the negotiation and drafting of this Warrant and the other agreements, documents and instruments executed and delivered in connection herewith with counsel sophisticated in investment transactions. In the event an ambiguity or question of intent or interpretation arises, this Warrant shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Warrant and the agreements, documents and instruments executed and delivered in connection herewith.

6.8 Dispute Resolution. Each of the parties irrevocably agrees that all proceedings (whether in contract or tort, at law or in equity or otherwise) that may be based upon, arise out of or relate to this Warrant, or the negotiation, execution or performance of this Warrant (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Warrant or as an inducement to enter into this Warrant) shall be exclusively resolved in the Court of Chancery of the State of Delaware, or in the event, but only in the event, that such court declines to accept jurisdiction over such proceeding, to the exclusive jurisdiction of the Superior Court of the State of Delaware (Complex Commercial Division) or, if the subject matter jurisdiction over the matter that is the subject of any such proceedings is vested exclusive in the federal courts of the United States of America, the United States District Court for the District of Delaware sitting in the State of Delaware, and any appellate court from any thereof, (ii) irrevocably agrees that, to the fullest extent permitted by applicable law, service of process, summons, notice or document by registered mail addressed to them at their respective addresses provided on the signature pages shall be effective service of process against it for any such proceeding brought in any such court, and (iii) waives, to the fullest extent permitted by applicable Law, any objection which it may now or hereafter have to the laying of venue of, and the defense of an inconvenient forum to the maintenance of, any such proceeding in any such court. Each of the parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

6.9 Remedies; Severability. It is specifically understood and agreed that any breach of the provisions of this Warrant by any person subject hereto will result in irreparable injury to the other parties hereto, that the remedy at law alone will be an inadequate remedy for such breach, and that, in addition to any other remedies which they may have, such other parties may enforce their respective rights by actions for specific performance (to the extent permitted by law). Whenever possible, each provision of this Warrant shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be deemed prohibited or invalid under such applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision or the other provisions of this Warrant.

6.10 Integration. This Warrant, including the exhibits referred to herein constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

6.11 No Rights or Liabilities as a Member. Except as expressly set forth herein, nothing contained in this Warrant shall be construed as conferring upon the Holder any rights as a member of the Company or as imposing any obligation on Holder to purchase any securities or as imposing any liabilities on Holder as a member of the Company, whether such obligation or liabilities are asserted by the Company or creditors of the Company.

6.12 Waivers and Consents; Amendments. For the purposes of this Warrant and all documents and instruments executed pursuant hereto, except as otherwise specifically set forth herein or therein, no course of dealing between the Company and the Holder and no delay on the part of any party hereto in exercising any rights hereunder or thereunder shall operate as a waiver of the rights hereof and thereof. No covenant or other provision hereof or thereof may be waived other than by a written instrument signed by the party so waiving such covenant or other provision; *provided, however*, that except as otherwise provided herein or therein, changes in or additions to, and any consents required by, or requests or demands made pursuant to, this Warrant may be made, and compliance with any term, covenant, condition or provision set forth herein may be omitted or waived (either generally or in a particular instance and either retroactively or prospectively) by a written instrument or instruments signed by the Holder and the Company. The Warrants may be amended or modified at any time by a writing signed by the Company and the Holder.

6.13 Other Definitional Provisions.

(a) Except as otherwise specified herein, all references herein:

(i) to any person other than the Company, shall be deemed to include such person's successors and assigns;

(ii) to the Company shall be deemed to include the Company's successors; and

(iii) to any applicable law defined or referred to herein, shall be deemed references to such applicable law as the same may have been or may be amended or supplemented from time to time.

(b) When used in this Warrant, the words "herein", "hereof" and "hereunder", and words of similar import, shall refer to this Warrant as a whole and not to any provision of this Warrant, and the words "Section" and "Exhibit" shall refer to Sections of, and Exhibits to, this Warrant unless otherwise specified.

(c) Whenever the context so requires the neuter gender includes the masculine or feminine, and the singular number includes the plural, and vice versa.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Warrant to be executed as of the date first written above.

[•], LLC

By: _____
Name:
Title:

[•]

By: _____
Name:
Title:

EXHIBIT A

Notice of Exercise

TO: [___], LLC

(1) The undersigned hereby elects to purchase [●] Common Units (the "**Exercise Units**"), at a purchase price per Common Unit equal to $[●] of [●], LLC, a Delaware limited liability company (the "**Company**") pursuant to the terms of the attached Warrant, and [tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any] OR [elects to effect a cashless exercise in accordance with Section 1.1(b) of the Warrant, and tenders herewith all applicable transfer taxes].

(2) The undersigned represents that:

(i) the Exercise Units are solely for its account for investment and not with a view to or for sale or distribution of said Exercise Units or any part thereof;

(ii) the entire legal and beneficial interests of the Exercise Units are being acquired for, and will be held for, its account only;

(iii) it is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Act**");

(iv) it understands the Exercise Units have not been registered under the Act on the basis that no distribution or public offering of the units of the Company is to be effected; that the basis for the exemption may not be present if, notwithstanding its representations, the undersigned has a present intention of acquiring the securities for a fixed or determinable period in the future, selling (in connection with a distribution or otherwise), granting any participation in, or otherwise distributing the securities; the undersigned has no such present intention;

(v) it recognizes that the Exercise Units must be held indefinitely unless they are subsequently registered under the Act or an exemption from such registration is available; the undersigned recognizes that the Company has no obligation to register the Exercise Units, or to comply with any exemption from such registration;

(vi) it is aware that the Exercise Units may not be sold pursuant to Rule 144 adopted under the Act unless certain conditions are met, which may include, among other things, the existence of a public market for the units, the availability of certain current public information about the Company, the resale following the required holding period under Rule 144 and the number of units being sold during any three month period not exceeding specified limitations; it is aware that the conditions for resale set forth in Rule 144 have not been satisfied and that the Company presently has no plans to satisfy these conditions in the foreseeable future;

(vii) it will not make any disposition of all or any part of the Exercise Units other than in compliance with the Company LLC Agreement and the attached Warrant.

(Date)

(Signature)

_____

(Print Name)

_____

(Address)

EXHIBIT D

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale"), dated as of [_____ ___], 2018, is made and entered into among ROCKPORT BLOCKER, LLC, a Delaware limited liability company (the "Company"), each of the Seller Subsidiaries (as defined in the Purchase Agreement (as defined below)) party hereto (collectively, with the Company, "Sellers" and each, a "Seller") for the benefit of CB MARATHON OPCO, LLC, a Delaware limited liability company ("Purchaser").[1]

WHEREAS, Sellers and Purchaser are parties to that certain Asset Purchase Agreement, dated as of [_____ ___], 2018 (as may be amended, modified or supplemented from time to time, the "Purchase Agreement"), pursuant to which Purchaser has purchased certain assets of Sellers;

WHEREAS, capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement; and

WHEREAS, pursuant to this Bill of Sale, Sellers desire to evidence the sale, transfer, assignment, conveyance, grant and delivery to Purchaser of the Purchased Assets.

NOW THEREFORE, for the Purchase Price and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Sellers and Purchaser do hereby agree as follows:

1. Transfer of Purchased Assets. Each Seller hereby sells, transfers, conveys, delivers and assigns to Purchaser, effective as of 12:00 a.m. (prevailing Eastern Time) on the date hereof, all of such Seller's right, title and interest, legal and equitable, in and to all of the Purchased Assets, free and clear of all liens, claims, and interests to the extent provided in the Sale Order.

2. Further Actions. Sellers covenant and agree to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Purchased Assets hereby made against all persons whomsoever and, at the request of Purchaser, to execute and deliver further instruments of transfer and assignment and take such other action as Purchaser may reasonably request to more effectively transfer and assign to Purchaser, and vest in Purchaser to title to, each of the Purchased Assets, all at the sole cost and expense of Purchaser.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including Sellers' representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, are incorporated herein by this reference. Sellers acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the

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[1] Note to Draft: Transferee will be Purchaser or an affiliate of Purchaser in accordance with Section 2.9 of the Purchase Agreement. Conforming changes as necessary to reflect such assignments under the Purchase Agreement will be included in the form to the extent appropriate. To the extent that there are any assignments under Section 2.9 of the Purchase Agreement, multiple versions of each assignment document as necessary to convey the applicable assets to each assignee will be delivered by Sellers.

Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law; Submission to Jurisdiction. Without limiting any party's right to appeal any order of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Bill of Sale and any other Transaction Document and to decide any claims or disputes which may arise or result from, or be connected with, this Bill of Sale or any other Transaction Document, any breach or default hereunder or thereunder, or the transactions contemplated hereby or thereby, and (ii) subject to any objections regarding the subject matter jurisdiction of the Bankruptcy Court and any objections to the constitutional authority of the Bankruptcy Court to enter a final order in a particular proceeding, any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereto hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 13.6 of the Purchase Agreement; provided, however, that if the Bankruptcy Case has closed or is not commenced, the parties hereto agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the District of Delaware sitting in New Castle County or the courts of the State of Delaware sitting in New Castle County and any appellate court from any thereof, for the resolution of any such claim or dispute. The parties hereto hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. To the fullest extent permitted by applicable Law, each of the parties hereto hereby consents to process being served by any party hereto in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 13.6 of the Purchase Agreement.

5. Binding Effect; Amendments and Waivers. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Bill of Sale can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Bill of Sale signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought.

6. Invalid Provisions. If any term or other provision of this Bill of Sale is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Bill of Sale shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Bill of Sale so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

7. Counterparts. This Bill of Sale may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties hereto and delivered to the other parties.

[*Signature Page Follows*]

IN WITNESS WHEREOF, Sellers have duly executed this Bill of Sale as of the date first set forth above.

SELLERS:

ROCKPORT BLOCKER, LLC

By: _____
Name:
Title:

THE ROCKPORT GROUP HOLDINGS, LLC

By: _____
Name:
Title:

TRG 1-P HOLDINGS, LLC

By: _____
Name:
Title:

TRG INTERMEDIATE HOLDINGS, LLC

By: _____
Name:
Title:

TRG CLASS D, LLC

By: _____
Name:
Title:

THE ROCKPORT GROUP, LLC

By: _____
Name:
Title:

THE ROCKPORT COMPANY, LLC

By: _____
Name:
Title:

DRYDOCK FOOTWEAR, LLC

By: _____
Name:
Title:

DD MANAGEMENT SERVICES, LLC

By: _____
Name:
Title:

ROCKPORT CANADA ULC

By: _____
Name:
Title:

ROCKPORT CANADA HOLDINGS LTD

By: _____
Name:
Title:

Acknowledged and agreed to by:

PURCHASER:

CB MARATHON OPCO, LLC

By: _____
Name:
Title:

EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment Agreement"), dated as of [_____ ___], 2018, is made and entered into among ROCKPORT BLOCKER, LLC, a Delaware limited liability company (the "Company"), each of the Seller Subsidiaries (as defined in the Purchase Agreement (as defined below)) party hereto (collectively, with the Company, "Assignors" and each, an "Assignor"), and CB MARATHON OPCO, LLC, a Delaware limited liability company ("Assignee")[1].

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of [_____ ___], 2018 (as may be amended, modified or supplemented from time to time, the "Purchase Agreement"), pursuant to which Assignee has purchased certain assets of Assignors and agreed to assume certain obligations of Assignors and this Assignment Agreement is being entered into in connection with the Purchase Agreement;

WHEREAS, capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement;

WHEREAS, pursuant to this Assignment Agreement, Assignors desire to assign certain rights and agreements to Assignee and Assignee desires to assume certain obligations of Assignors; and

NOW THEREFORE, for the Purchase Price and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignors and Assignee do hereby agree as follows:

1. Assignment and Assumption. Each Assignor hereby sells, transfers, conveys, delivers and assigns to Assignee, effective as of 12:00 a.m. (prevailing Eastern Time) on the date hereof (the "Assignment"), all of Assignor's right, title and interest, legal and equitable, in and to each of the Purchased Contracts, and any and all of the Assumed Liabilities; provided, however, that, with respect to Disputed Contracts, such Contracts shall only be assigned to the Assignee effective as of the time set forth in the Disputed Contract Order or as agreed by the Assignee and the counter-party to such Disputed Contract; and, provided, further, that such Disputed Contract is not declined by the Purchaser after the Cure Costs have been determined. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants of any one or more of Assignors, and to pay and discharge all of the liabilities of any one or more of Assignors to be observed, performed, paid or discharged from and after the date hereof arising from the Purchased Contracts and the Assumed Liabilities.

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[1] Note to Draft: Assignee will be Purchaser or an affiliate of Purchaser in accordance with Section 2.9 of the Purchase Agreement. Conforming changes as necessary to reflect such assignments under the Purchase Agreement will be included in the form to the extent appropriate. To the extent that there are any assignments under Section 2.9 of the Purchase Agreement, multiple versions of each assignment document as necessary to convey the applicable assets to each assignee will be delivered by Assignor.

2. Further Actions. Assignors covenant and agree to warrant and defend the sale, transfer, conveyance, delivery, assignment and assumption of the Purchased Contracts hereby made against all persons whomsoever and, at the request of Assignee, to execute and deliver further instruments of transfer and assignment and take such other action as Assignee may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment Agreement, all at the sole cost and expense of Assignee.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including Assignors' representations, warranties, covenants, agreements and indemnities relating to the Purchased Contracts and the Assumed Liabilities, are incorporated herein by this reference. Assignors acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law; Submission to Jurisdiction. Without limiting any party's right to appeal any order of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), (a) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Assignment Agreement and any other Transaction Document and to decide any claims or disputes which may arise or result from, or be connected with, this Assignment Agreement or any other Transaction Document, any breach or default hereunder or thereunder, or the transactions contemplated hereby or thereby, and (b) subject to any objections regarding the subject matter jurisdiction of the Bankruptcy Court and any objections to the constitutional authority of the Bankruptcy Court to enter a final order in a particular proceeding, any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereto hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 13.6 of the Purchase Agreement; provided, however, that if the Bankruptcy Case has closed or is not commenced, the parties hereto agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the District of Delaware sitting in New Castle County or the courts of the State of Delaware sitting in New Castle County and any appellate court from any thereof, for the resolution of any such claim or dispute. The parties hereto hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. To the fullest extent permitted by applicable Law, each of the parties hereto hereby consents to process being served by any party hereto in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 13.6 of the Purchase Agreement.

5. Binding Effect; Amendments and Waivers. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Assignment Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this

Assignment Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought.

6. Invalid Provisions. If any term or other provision of this Assignment Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Assignment Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

7. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties hereto and delivered to the other parties.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each of Assignors and Assignee has duly executed this Assignment on the date first set above.

ASSIGNOR:

ROCKPORT BLOCKER, LLC

By: _____
Name:
Title:

THE ROCKPORT GROUP HOLDINGS, LLC

By: _____
Name:
Title:

TRG 1-P HOLDINGS, LLC

By: _____
Name:
Title:

TRG INTERMEDIATE HOLDINGS, LLC

By: _____
Name:
Title:

TRG CLASS D, LLC

By: _____
Name:
Title:

THE ROCKPORT GROUP, LLC

By: _____
Name:
Title:

THE ROCKPORT COMPANY, LLC

By: _____
Name:
Title:

DRYDOCK FOOTWEAR, LLC

By: _____
Name:
Title:

DD MANAGEMENT SERVICES, LLC

By: _____
Name:
Title:

ROCKPORT CANADA ULC

By: _____
Name:
Title:

ROCKPORT CANADA HOLDINGS LTD

By: _____
Name:
Title:

ASSIGNEE:

CB MARATHON OPCO, LLC

By: _____
Name:
Title:

EXHIBIT F-1

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this [__] day of May, 2018, by and between [__], a [__] organized and existing under the laws of [__], and having a usual place of business at [__] ("Assignor") and CB Marathon Opco, LLC, a limited liability company organized and existing under the laws of Delaware ("Assignee").1

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee the Purchased Assets (as defined therein), including the Marks and the goodwill of the business symbolized thereby held by Assignor;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

---

1 Note to Draft: Assignee will be Purchaser or an affiliate of Purchaser in accordance with Section 2.9 of the Purchase Agreement. Conforming changes as necessary to reflect such assignments under the Purchase Agreement will be included in the form to the extent appropriate. To the extent that there are any assignments under Section 2.9 of the Purchase Agreement, multiple versions of each assignment document as necessary to convey the applicable assets to each assignee will be delivered by Assignor.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: _____

Name: _____
Signature: _____
Title: _____

NOTARIZATION[2]

On this ____ day of _____, 200_, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

_____ (Seal)
Signature of Notary

My Commission Expires: _____

ASSIGNEE: _____

Name: _____
Signature: _____
Title: _____

On this ____ day of _____, 200_, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

_____ (Seal)
Signature of Notary

My Commission Expires: _____

2 Note to Draft: Although notarization is no longer required for a trademark assignment to be valid or recordable at the USPTO, many foreign trademark offices still do require notarization, so the safer practice is always to notarize.

Exhibit A

Marks

Mark	*Jurisdiction*	*Application No. & Date*	*Registration No. & Date*

EXHIBIT F-2

COPYRIGHT ASSIGNMENT

This Copyright Assignment (this "Assignment") is made effective this [__] day of May, 2018, by and between [__], a [__] organized and existing under the laws of [__], and having a usual place of business at [__] ("Assignor") and CB Marathon Opco, LLC, a limited liability company organized and existing under the laws of Delaware ("Assignee").[1]

WHEREAS, Assignor is the owner of the copyrights in the works set forth on Exhibit A attached hereto and incorporated herein by reference, including all applications and registrations therefor (the "Copyrights");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee the Purchased Assets (as defined therein), including the Copyrights held by Assignor;

WHEREAS, Assignor now wishes to assign the Copyrights to Assignee, and Assignee is desirous of acquiring the Copyrights from Assignor; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title, and interest in and to the Copyrights, including, without limitation, the right to secure all registrations thereof, and all renewals and extensions of such registrations, pursuant to the laws now or hereafter pertaining thereto and all rights to sue and recover damages and/or profits for any and all past or present infringements thereof, all of the same to be held and enjoyed by Assignee for its own use and for the use of its successors or assigns as fully and entirely as the same would have been enjoyed by Assignor, if assignment thereof had not been made.

Assignor does hereby authorize the Director of the United States Library of Congress Copyright Office, and the empowered officials of all other governments whose duty it is to record copyrights, applications and title thereto, to record the Copyrights and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

[1] Note to Draft: Assignee will be Purchaser or an affiliate of Purchaser in accordance with Section 2.9 of the Purchase Agreement. Conforming changes as necessary to reflect such assignments under the Purchase Agreement will be included in the form to the extent appropriate. To the extent that there are any assignments under Section 2.9 of the Purchase Agreement, multiple versions of each assignment document as necessary to convey the applicable assets to each assignee will be delivered by Assignor.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: _____

Name: _____
Signature: _____
Title: _____

On this ____ day of _____, 200_, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.[2]

_____ (Seal)
Signature of Notary

My Commission Expires: _____

ASSIGNEE: _____

Name: _____
Signature: _____
Title: _____

On this ____ day of _____, 200_, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

_____ (Seal)
Signature of Notary

My Commission Expires: _____

[2] Note to Draft: Notarization is not necessary, though it serves as prima facie evidence of execution.

Exhibit A

COPYRIGHTS

TITLE OF WORK	*REGISTRATION NO.*	*OWNER*	*REGISTRATION DATE*

EXHIBIT F-3

PATENT RIGHTS ASSIGNMENT

This Patent Rights Assignment (this "Assignment") is made effective this [__] day of May, 2018, by and between [__], a [__] organized and existing under the laws of [__], and having a usual place of business at [__] ("Assignor") and CB Marathon Opco, LLC, a limited liability company organized and existing under the laws of Delaware ("Assignee").[1]

WHEREAS, Assignor possesses certain rights in and to the patents and patent applications (and patents issuing on such applications) set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Patent Rights") and the invention(s) described and/or claimed in the Patent Rights (the "Inventions"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee the Purchased Assets (as defined therein), including the Inventions and Patent Rights held by Assignor;

WHEREAS, Assignor now wishes to assign the Inventions and Patent Rights to Assignee, and Assignee desires to acquire the Inventions and Patent Rights from Assignor; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Inventions, together with Assignor's entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, reviews, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Assignor may have in applications to which the Patent Rights claim priority; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain

[1] Note to Draft: Assignee will be Purchaser or an affiliate of Purchaser in accordance with Section 2.9 of the Purchase Agreement. Conforming changes as necessary to reflect such assignments under the Purchase Agreement will be included in the form to the extent appropriate. To the extent that there are any assignments under Section 2.9 of the Purchase Agreement, multiple versions of each assignment document as necessary to convey the applicable assets to each assignee will be delivered by Assignor.

from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Patent Rights and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

Assignor does hereby further authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: _____
Name: _____
Signature: _____
Title: _____

On this ____ day of _____, 200__, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

_____ (Seal)
Signature of Notary

My Commission Expires: _____

ASSIGNEE: _____
Name: _____
Signature: _____
Title: _____

On this ____ day of _____, 200__, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

_____ (Seal)
Signature of Notary

My Commission Expires: _____

Exhibit A

PATENT RIGHTS

Patent Number	Title	Inventor(s)	Application Date	Issue Date	Owner

Exhibit G

FORM OF
RELEASE AGREEMENT

This RELEASE AGREEMENT (this "Agreement"), dated as of [_], 2018[1], is made by and between CB Marathon Opco, LLC, a Delaware limited liability company (the "Purchaser") and the undersigned [Seller] [Secured Noteholder] (as defined in the Purchase Agreement) [, solely in its capacity as holder of Indebtedness of any Sell Side Company][2] ("you"). This Agreement is being delivered to and for the benefit of the Purchaser in connection with the Asset Purchase Agreement dated as of May [_], 2018 (the "Purchase Agreement"), by and among Rockport Blocker, LLC, a Delaware limited liability company (the "Company"), the direct or indirect wholly owned subsidiaries of the Company listed on Annex A thereto (together with the Company, each a "Seller" and collectively, "Sellers") and the Purchaser [and the Letter Agreement dated as of May [_], 2018 (the "Letter Agreement"), by and among [Secured Noteholder], the Company and Purchaser]. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

You are [a Seller] [a Secured Noteholder] and you acknowledge that in connection with the Sellers' sale of the Purchased Assets pursuant to the Sale Order approving such sale under Section 363 of the Bankruptcy Code and the consummation of the Transactions, you will receive significant direct or indirect consideration. You further acknowledge that your execution of this Agreement is a required closing delivery by Sellers pursuant to the Purchase Agreement.

1. **Release.**

(a) Effective upon the date hereof, [you (on behalf of yourself, your bankruptcy estate, your parents, subsidiaries and Affiliates, and the shareholders, members, representatives, attorneys, assigns, heirs, executors, beneficiaries, estate administrators, successors and assigns of each of the foregoing, and, in the case of any transfer of Indebtedness of any Sell Side Company by you to any Person, such transferee)][3] [you (on behalf of yourself and your spouse (if applicable), representatives, attorneys, assigns, heirs, executors, beneficiaries, Affiliates, estate, administrators, successors and assigns and, in the case of any transfer of Indebtedness of any Sell Side Company by you to any Person, such transferee)][4] fully, finally, voluntarily and unconditionally hereby irrevocably waive, release, acquit and forever discharge each of the Acquired Companies and their respective officers, directors, partners, general partners, limited partners, managing directors, members, stockholders, trustees, shareholders, representatives, employees, principals, agents, subsidiaries, joint ventures, predecessors, successors, assigns, beneficiaries, heirs, executors, personal or legal

[1] Note to Draft: The Closing Date.

[2] Note to Draft: Language to be included only in Secured Noteholder version.

[3] Note to Draft: Seller version.

[4] Note to Draft: Secured Noteholder version.

representatives, insurers and attorneys of any of them (collectively, the "Released Parties"), from any and all commitments, Claims, actions, debts, liabilities, obligations, counterclaims, suits, causes of action, damages, demands, costs, expenses, and compensation of every kind and nature whatsoever, whether known or unknown, contingent or otherwise, liquidated or unliquidated, and whether arising under any agreement or understanding or otherwise, at Law or equity arising on or prior to the date hereof, in each case other than with respect to any breach of [the Letter Agreement,][5] the Purchase Agreement, the Equity Commitment Letter or the other Transaction Documents (collectively, for the purposes of this Section 1, "Causes of Action"); provided, however, that solely with respect to the Released Parties other than the Acquired Companies and their subsidiaries, Causes of Action shall only include Causes of Action based upon, or otherwise related to, such Released Parties' service to, or other relationship with, the Acquired Companies. Notwithstanding any provision contained herein, you and Purchaser agree that no Cause of Action you may have against (i) Purchaser for a breach of the Purchase Agreement, the Equity Commitment Letter or the other Transaction Documents, or (ii) the Equity Commitment Parties for a breach of the Equity Commitment Letter, in each case, is being released by you under this Agreement.

(b) You hereby represent and warrant to the Released Parties that you (i) have not assigned any Causes of Action or possible Causes of Action against any Released Party, (ii) fully intend to release all Causes of Action against the Released Parties including, without limitation, unknown and contingent Causes of Action (other than those specifically reserved above), and (iii) have consulted with counsel with respect to the execution and delivery of this Agreement and have been fully apprised of the consequences hereof. Furthermore, you agree not to institute any litigation, lawsuit, Claim or action against any Released Party with respect to the released Causes of Action.

(c) You hereby represent and warrant to the Released Parties that you have access to adequate information regarding the terms of this Agreement, the Purchase Agreement [and the Letter Agreement], the scope and effect of the releases set forth herein, and all other matters encompassed by this Agreement, the Purchase Agreement [and the Letter Agreement] to make an informed and knowledgeable decision with regard to entering into this Agreement. You further represent and warrant that you have not relied upon the Company, Purchaser, any Released Party or any Affiliate of the foregoing in deciding to enter into this Agreement, and have instead made your own independent analysis and decision to enter into this Agreement.

2. **Severability.** Any provision of this Agreement which is found to be invalid or unenforceable by any court in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, but the invalidity or unenforceability of such

[5] Note to Draft: Language to be included only in Secured Noteholder version.

provision shall not affect the validity or enforceability of the remaining provisions of this Agreement.

3. **Governing Law.** This Agreement shall be deemed to be a contract made under, and shall be construed in accordance with, the laws of Delaware, without giving effect to conflict of laws principles thereof.

4. **Successors and Assignment.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns.

5. **Binding Effect**. This Agreement shall be binding and irrevocable upon being executed by you.

6. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties.

7. **Notices**. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) five (5) days after being deposited with the United States Post Office, by registered or certified mail, postage prepaid, (c) one (1) Business Day following the day sent by overnight courier (with written confirmation of receipt), or (d) when sent by electronic mail (with acknowledgment received), in each case at the following addresses and (or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Purchaser, to:

c/o Charlesbank Capital Partners, LLC
200 Clarendon Street, 54th Floor
Boston, Massachusetts 02116
Attention: Joshua Klevens and Stephanie Paré Sullivan
Facsimile: (617) 619-5402
Email: jklevens@charlesbank.com;
ssullivan@charlesbank.com

With a copy (which shall not constitute notice) to:

Goodwin Procter LLP
100 Northern Avenue
Boston, Massachusetts 02210

Attention: Jon Herzog and Joseph F. Bernardi, Jr.
Facsimile: (617) 523-1231
Email:jherzog@goodwinlaw.com;
jbernardi@goodwinlaw.com

If to you, at the address set forth on the signature page hereto.

8. **Entire Agreement.** This Agreement, together with [the Letter Agreement,][6] the Purchase Agreement, the Equity Commitment Letter and the other Transaction Documents, constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and undertakings, both written and oral, between the parties with regard to the subject matter hereof.

You acknowledge and understand that this Agreement constitutes a material inducement upon which the Purchaser is relying and will rely upon in executing, delivering and performing the Purchase Agreement and the Transactions, and that Purchaser would not enter into the Purchase Agreement or effect the Transactions but for this inducement.

Remainder of Page Left Intentionally Blank

[6] Note to Draft: Language to be included only in Secured Noteholder version.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

PURCHASER:

CB MARATHON OPCO, LLC

By: _____
Name:
Title:

[SELLER:] [SECURED NOTEHOLDER:]

By: _____
Name:
Title:

Address:

_____

_____

Exhibit H

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
THE ROCKPORT COMPANY, LLC, *et al.*,	)	Case No. 18-_____ (___)
Debtors.[1]	)	Jointly Administered

ORDER (A) APPROVING AND AUTHORIZING SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS, FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS, (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES RELATED THERETO, AND (C) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")[2] of the above-captioned debtors (collectively, the "**Debtors**") for the entry of an order (this "**Order**") pursuant to Sections 105(a), 363 and 365 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, *et. seq.* (the "**Bankruptcy Code**"), Rules 2002, 6004, 6006, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rules 2002-1 and 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the Bankruptcy Court for the District of Delaware (the "**Local Rules**") (a) authorizing the sale of the Purchased Assets (the "**Sale**") free and clear of liens, claims, encumbrances, and other interests, except as otherwise provided by the Asset Purchase Agreement (as defined herein), to [_____] or its designee (the "**Successful Bidder**"); (b)

[1] The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Rockport Blocker, LLC (5097), The Rockport Group Holdings, LLC (3025), TRG 1-P Holdings, LLC (4756), TRG Intermediate Holdings, LLC (8931), TRG Class D, LLC (4757), The Rockport Group, LLC (5559), The Rockport Company, LLC (5456), Drydock Footwear, LLC (7708), DD Management Services LLC (8274), and Rockport Canada ULC (3548). The debtors' mailing address is 1220 Washington Street, West Newton, Massachusetts 02465.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Asset Purchase Agreement (defined herein), as applicable.

approving the assumption and assignment of certain of the Debtors' executory contracts and unexpired leases related thereto; and (c) granting related relief; and the Court having heard statements of counsel and the evidence presented in support of the relief requested by the Debtors in the Motion at a hearing before the Court on [_____], 2018 (the "**Sale Hearing**"); and having heard the testimony in support of the Motion provided at the Sale Hearing; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon,

THE COURT HEREBY FINDS AND DETERMINES THAT:

I. Jurisdiction, Final Order and Statutory Predicates

A. The Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a) and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this District and in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order and the prompt consummation of the transactions and transfers contemplated under the Asset Purchase Agreement, and expressly directs entry of judgment as set forth herein.

C. The statutory predicates for the relief requested in the Motion are Sections 105(a), 363(b), (f), and (m), and 365 of the Bankruptcy Code and Bankruptcy Rules 2002(a)(2), 6004(a), (b), (c), (e), (f) and (h), 6006(a), (c) and (d), 9007 and 9014.

D. The Court entered the *Order (A) Approving Bidding Procedures for Sale of Substantially All of the Debtors' Assets, (B) Approving Stalking Horse Protections, (C) Scheduling Auction for, and Hearing to Approve, Sale of Substantially All of the Debtors' Assets, (D) Approving Form and Manner of Notices of Sale, Auction and Sale Hearing, (E) Approving Assumption and Assignment Procedures and (F) Granting Related Relief* on [_____], 2018 [Docket. No. __] (the "**Bidding Procedures Order**").

E. The findings of fact and conclusions of law set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

F. To the extent any of the following findings of fact constitute conclusions of law, they are hereby adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are hereby adopted as such. Any findings of fact or conclusions of law stated by the Court on the record at the Sale Hearing are hereby incorporated, to the extent they are not inconsistent herewith.

G. In the absence of a stay pending appeal, the Successful Bidder being a good faith purchaser under Section 363(m) of the Bankruptcy Code, the Successful Bidder may close the transaction contemplated by the Asset Purchase Agreement at any time on or after entry of this Order, and cause has been shown as to why this Order should not be subject to the stay provided by Bankruptcy Rules 6004(h) and 6006(d).

II. Notice of the Sale, Auction and the Cure Costs

A. In compliance with the Bidding Procedures Order, actual written notice of the Sale Hearing, the Auction, the Motion, and the Sale and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein have been afforded to all known interested persons and entities, including, but not limited to the following parties (the "**Notice Parties**"): (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to the Committee, if any; (iii) counsel to the Senior Secured Noteholders; (iv) counsel to the ABL Lender; (v) counsel to the Stalking Horse Bidder; (vi) all Interested Parties and any other entity known to have expressed an interest in a transaction with respect to the Purchased Assets during the past nine (9) months; (vii) all Counterparties to any Contracts or Leases, whether executory or not; (viii) all parties with Liens or Encumbrances on or against any of the Debtors' assets; (ix) all affected federal, state and local governmental regulatory and taxing authorities, including the Internal Revenue Service; (x) the Debtors' insurance carriers; (xi) all known holders of claims against and equity interests in the Debtors; (xii) all parties that have filed and not withdrawn requests for notices pursuant to Bankruptcy Rule 2002; and (xiii) to the extent not already included above, all parties in interest listed on the Debtors' creditor matrix.

B. In accordance with the provisions of the Bidding Procedures Order, the Debtors have served the Potential Assumption and Assignment Notice and [the Supplemental Assumption and Assignment Notice] (collectively, the "**Assumption and Assignment Notices**") upon the Counterparties informing the Counterparties: (i) that the Debtors seek to assume and assign to the Successful Bidder certain Contracts and Leases (the "**Purchased Contracts**"), effective as of the Closing Date (as such term is defined in the Asset Purchase Agreement, the "**Closing Date**") or such later date as may be agreed to by the Successful Bidder and the affected

Counterparty or with respect to a Disputed Contract (as defined herein), as provided in any Order approving the assumption and assignment of such Disputed Contract; and (ii) of the proposed Cure Costs, if any, for such Purchased Contracts. Pursuant to Bankruptcy Rule 6006(c), the Court finds that the service of such Assumption and Assignment Notices was good, sufficient and appropriate under the circumstances, as was effected in compliance with the Bidding Procedures Order, and that no further notice need be given in respect of establishing the Cure Costs for the Purchased Contracts. The Counterparties have had an opportunity to object to the Cure Costs set forth in the Assumption and Assignment Notices and the Successful Bidder's showing of adequate assurance of future performance pursuant to Sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

C. As evidenced by the affidavits of service previously filed with the Court, proper, timely, adequate, and sufficient notice of the Motion, Auction, Sale Hearing, Sale and assumption and assignment of the Purchased Contracts has been provided in accordance with Sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014. The Debtors also have complied with all obligations to provide notice of the Auction, the Sale Hearing, Sale and assumption and assignment of the Purchased Contracts required by the Bidding Procedures Order. The notices described in paragraphs A to G herein were good, sufficient and appropriate under the circumstances, and no other or further notice of the Motion, Auction, Sale Hearing, Sale, or assumption and assignment of the Purchased Contracts is required.

D. The Debtors have articulated good and sufficient reasons for the Court to grant the relief requested in the Motion regarding the Sale.

E. The Sale Notice served by the Debtors on the Notice Parties provided all interested parties with timely and proper notice of the Auction, Sale, and Sale Hearing.

F. The Assumption and Assignment Notices provided the Successful Bidder and the Counterparties with proper notice of the potential assumption and assignment of the Purchased Contracts and any Cure Costs relating thereto, and the procedures set forth therein with regard to any such Cure Costs to satisfy Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

G. The disclosures made by the Debtors concerning the Motion, the Asset Purchase Agreement of the Successful Bidder, the Auction, the Sale, and the Sale Hearing, were good, complete and adequate.

III. Good Faith of the Successful Bidder

A. The Successful Bidder is purchasing the Purchased Assets in good faith and is a good faith buyer within the meaning of Section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that, *inter alia*: (a) the Successful Bidder recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets; (b) the Successful Bidder complied with the provisions in the Bidding Procedures Order and the Bidding Procedures; (c) the Successful Bidder agreed to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order; (d) all payments to be made by the Successful Bidder and other agreements or arrangements entered into by the Successful Bidder in connection with the Sale have been disclosed; (e) the Successful Bidder has not violated Section 363(n) of the Bankruptcy Code by any action or inaction; and (f) the negotiation and execution of the final purchase agreement (together with any schedules, exhibits and any other documents or instruments related thereto, the "**Asset Purchase Agreement**,"

which is attached hereto as **Exhibit A**, and which is based upon the Stalking Horse Agreement attached to the Motion) and any other agreements or instruments related thereto were at arms' length, in good faith, and without collusion or fraud. Neither the Successful Bidder, nor any of its affiliates, partners, principals, or shareholders or their respective representatives is an "insider" of any of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code.

IV. Highest or Best Offer

A. The Debtors solicited offers and noticed the Auction in accordance with the provisions of the Bidding Procedures Order and Bidding Procedures. The Auction was duly noticed, the sale process was conducted in a non-collusive manner, and the Debtors afforded a full, fair and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Purchased Assets.

B. The Asset Purchase Agreement constitutes the highest or best offer for the Purchased Assets, and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination, in consultation with the Consultation Parties, that the Asset Purchase Agreement constitutes the highest or best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtors' business judgment.

C. The Asset Purchase Agreement represents a fair and reasonable offer to purchase the Purchased Assets under the circumstances of these Chapter 11 Cases. No other person or entity or group of entities has offered to purchase the Purchased Assets for greater economic value to the Debtors' estates than the Successful Bidder.

D. Approval of the Motion and the Asset Purchase Agreement and the consummation of the transactions contemplated thereby is in the best interests of the Debtors, their creditors, their estates and other parties in interest.

E. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale prior to, and outside of, a plan of reorganization.

V. No Fraudulent Transfer

A. The consideration provided by the Successful Bidder pursuant to the Asset Purchase Agreement is fair and adequate and 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.

VI. Validity of Transfer

A. The consummation of the transactions contemplated by the Asset Purchase Agreement, including, without limitation, the Sale and the assumption and assignment of the Purchased Contracts, is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, Sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f) of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the transactions contemplated under the Asset Purchase Agreement.

B. The Debtors have full corporate power and authority to execute and deliver the Asset Purchase Agreement and all other documents contemplated thereby, and, other than entry of this Order, no further consents or approvals are required for the Debtors to consummate the

transactions contemplated by the Asset Purchase Agreement, except as otherwise set forth in the Asset Purchase Agreement.

C. The Purchased Assets constitute property of the Debtors' estates and good title thereto is vested in the Debtors' estates within the meaning of Bankruptcy Code Section 541(a). The Debtors are the sole and lawful owners of the Purchased Assets, and no other person has any ownership right, title, or interest therein.

D. The transfer of the Purchased Assets to the Successful Bidder will be as of the Closing Date a legal, valid, and effective transfer of such assets, and on the Closing Date will vest the Successful Bidder with all right, title, and interest of the Debtors to the Purchased Assets free and clear of all Liens (as defined in the Bankruptcy Code), Claims (as defined in the Bankruptcy Code), interests and Encumbrances (including, without limitation and for the avoidance of doubt, all Claims, Liens or Encumbrances asserted under any theory successor or transferee liability or any similar theory under applicable state, provincial or federal law or otherwise), other than the Permitted Encumbrances and the Assumed Liabilities under the Asset Purchase Agreement.

VII. Section 363(f) Is Satisfied

A. The Debtors may sell the Purchased Assets free and clear of all Liens, Claims, interests and Encumbrances (including, for the avoidance of doubt, all Claims, Liens or Encumbrances asserted under any theory of successor or transferee liability or any similar theory under applicable state, provincial or federal law or otherwise), other than the Permitted Encumbrances and the Assumed Liabilities, 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 Liens or Encumbrances who did not object, or who withdrew their objections, to the Sale or the

Motion are deemed to have consented pursuant to Section 363(f)(2) of the Bankruptcy Code. Those holders of the Liens or Encumbrances who did object fall within one or more of the other subsections of Section 363(f) and are adequately protected by having their Liens or Encumbrances, if any, attach to the net cash proceeds of the Sale attributable to the Purchased Assets in which such holder alleges Lien or Encumbrance, in the same order of priority, with the same validity, force and effect that such Lien or Encumbrance had prior to the Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

B. The Debtors have, to the extent necessary, satisfied the requirements of Section 363(b)(1) of the Bankruptcy Code.

C. Not transferring the Purchased Assets free and clear of all Liens, Claims, interests and Encumbrances would adversely impact the Debtors' efforts to maximize the value of their estates, and the transfer of the Purchased Assets other than pursuant to a transfer that is free and clear of all Liens, Claims, interests and Encumbrances of any kind or nature whatsoever would be of substantially less benefit to the Debtors' estates.

D. Except as to Assumed Liabilities and Permitted Encumbrances, the Successful Bidder shall not have any successor, transferee, derivative, or vicarious liabilities of any kind or character for any Interests or Claims, including under any theory of successor or transferee liability, de-facto merger, or continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, whether derivatively, vicariously, as transferee or successor or otherwise, asserted or unasserted, liquidated or unliquidated, of any kind, nature, or character whatsoever, including, without limitation, with respect to any of the following: (a) any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment (including the Worker Adjustment and Retraining Act of 1988), antitrust,

environmental, or other law, rule, or regulation; (b) any products liability law, rule, regulation, or doctrine with respect to the Debtors' liability under such law, rule, regulation, or doctrine, or under any product warranty liability law or doctrine; (c) any employment or labor agreements, consulting agreements, severance arrangements, change-in-control agreements, or other similar agreement to which the Debtors are a party; (d) any welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of the Debtors; (e) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation, or other employee benefit plans, agreements, practices and programs, or obligations that might otherwise arise from or pursuant to (i) ERISA, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the Worker Adjustment and Retraining Act of 1988 (the "WARN Act"), (vii) the Age Discrimination in Employment Act, as amended, of 1967, (viii) the Americans with Disabilities Act of 1990, (ix) the Consolidated Omnibus Budget Reconciliation Act of 1985, (x) the Multiemployer Pension Plan Amendments Act of 1980, (xi) state and local discrimination laws, (xii) state and local unemployment compensation laws or other similar state and local laws, (xiii) state workers' compensation laws, and (xiv) any other state, local, or federal employee benefit laws, regulations, or rules or other state, local, or federal laws, regulations, or rules relating to wages, benefits, employment, or termination of employment with any or all Debtors or any predecessors and (f) any liability to any employee of a Debtor, in connection with, salaries, wages, benefits, vacation, expenses or other compensation or remuneration or in connection with any workers' compensation or other employee health, accident, disability, or safety claims and (g) any acts or omissions of any Debtor in the conduct of the Business or arising under or related to the

Purchased Assets. Neither the Successful Bidder nor any of its affiliates is holding itself out to the public as a continuation of any of the Debtors. Neither the Successful Bidder nor any of its affiliates is a successor to any of the Debtors or their estates, and none of the transactions contemplated by the Asset Purchase Agreement, including, without limitation, the Sale and the assumption and assignment of the Purchased Contracts amounts to a consolidation, merger, or de facto merger of the Successful Bidder or any of its affiliates with or into any of the Debtors.

E. The Successful Bidder has not merged with or into the Debtors and is not a mere or substantial continuation of the Debtors or the enterprises of the Debtors. Without limiting the foregoing, Purchaser is not a successor employer (including as described under COBRA and applicable regulations thereunder) to any Debtor, including with respect to any Benefit Plan. Neither the Successful Bidder nor any of its affiliates, successors, or assigns are, and none of them shall be deemed or considered to be, liable for any acts or omissions of any Debtor in the conduct of the Business arising under or related to the Purchased Assets other than as set forth in the Asset Purchase Agreement, in each case by any law or equity, and the Successful Bidder has not assumed nor is it in any way responsible for any liability or obligation of the Debtors or the Debtors' estates, except as otherwise set forth in the Asset Purchase Agreement.

F. Without limiting the generality of the foregoing, none of the Successful Bidder, its affiliates, its and their respective present or contemplated members or shareholders, or the Purchased Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Claims relating to any U.S. federal, state, provincial or local income tax liabilities, that the Debtors may incur in connection with consummation of the transactions contemplated by the Asset Purchase Agreement, including, without limitation, the Sale and the assumption and

assignment of the Purchased Contracts, or that the Debtors have otherwise incurred prior to the consummation of the transactions contemplated by the Asset Purchase Agreement.

G. The Successful Bidder would not have entered into the Asset Purchase Agreement and would not consummate the transactions contemplated thereby (by paying the Purchase Price and assuming the Assumed Liabilities) if the sale of the Purchased Assets to the Successful Bidder, and the assumption and assignment of the Purchased Contracts to the Successful Bidder, were not, except as otherwise provided in the Asset Purchase Agreement with respect to the Permitted Encumbrances and the Assumed Liabilities, free and clear of all Liens, Claims, interests and Encumbrances of any kind or nature whatsoever, or if the Successful Bidder would, or in the future could (except and only to the extent expressly provided in the Asset Purchase Agreement and with respect to the Permitted Encumbrances and the Assumed Liabilities), be liable for any of such Liens, Claims, interests or Encumbrances.

H. The Debtors and the Secured Noteholders have agreed to execute the releases required under Section 8.2 of the Asset Purchase Agreement and to deliver those releases to the Purchaser on the Closing Date pursuant to Section 4.2(i) of the Asset Purchase Agreement as a condition to the Closing of the Sale, in the form of the exhibit attached to the Asset Purchase Agreement. Each Acquired Company has agreed to execute the releases required under Section 4.2(j) of the Asset Purchase Agreement and to deliver those releases to the Debtors on the Closing Date pursuant to Section 4.2(j) of the Asset Purchase Agreement as a condition to the Closing of the Sale, in the form of the exhibit attached to the Asset Purchase Agreement.

VIII. Assumption and Assignment of Executory Contracts and Leases

A. The assumption and assignment of the Purchased Contracts pursuant to the terms of this Order is integral to the Asset Purchase Agreement and is in the best interests of the

Debtors and their estates, creditors and other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors.

B. The amounts set forth on the Assumption and Assignment Notices, are the sole amounts necessary under Sections 365(b)(1)(A) and (B) and 365(f)(2)(A) of the Bankruptcy Code to cure all monetary defaults and pay all actual pecuniary losses under the Purchased Contracts (the "**Cure Costs**").

C. Pursuant and subject to the terms of the Asset Purchase Agreement, including without limitation, the provisions relating to Seller Working Capital and Purchaser Paid Cure Costs, the Successful Bidder, solely with respect to Purchaser Paid Cure Costs, and the Debtors with respect to all other Cure Costs shall: (i) make the payments required to cure any monetary default under any of the Purchased Contracts, within the meaning of Section 365(b)(1)(A) of the Bankruptcy Code at the time of the Closing or as soon as practicable thereafter with respect to Purchased Contracts and at the time ordered by the Bankruptcy Court or as agreed to between the Purchaser and Counterparty with respect to a Disputed Contract that later becomes a Purchased Contract after the Closing; and (ii) provide compensation or adequate assurance of compensation to each Counterparty for actual pecuniary loss to such party resulting from a default prior to the Closing Date under any of the Purchased Contracts, within the meaning of Section 365(b)(1)(B) of the Bankruptcy Code.

D. The Successful Bidder has demonstrated adequate assurance of future performance under the Purchased Contracts within the meaning of Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

IX. Compelling Circumstances for an Immediate Sale

A. To enhance the Debtors' liquidity and to maximize the amount of funding available to provide for a timely exit from these Chapter 11 Cases, it is essential that the sale of the Purchased Assets occur within the time constraints set forth in the Asset Purchase Agreement. Time is of the essence in consummating the Sale.

B. Given all of the circumstances of these Chapter 11 Cases and the adequacy and fair value of the Purchase Price under the Asset Purchase Agreement, the proposed sale of the Purchased Assets to the Successful Bidder constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

C. The Sale does not constitute a *de facto* or *sub rosa* plan of reorganization or liquidation because it does not propose to (i) impair or restructure existing debt of, or equity interests in, the Debtors, (ii) impair or circumvent voting rights with respect to any plan proposed by the Debtors, (iii) circumvent Chapter 11 safeguards, including those set forth in Sections 1125 and 1129 of the Bankruptcy Code, or (iv) classify claims or equity interests.

D. The consummation of the Sale is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, Sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f), and all of the applicable requirements of such sections have been complied with in respect of the Sale.

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

General Provisions

1. The relief requested in the Motion is granted and approved, and the Sale contemplated thereby is approved as set forth in this Order.

2. This Court's findings of fact and conclusions of law, set forth in the Bidding Procedures Order, are incorporated herein by reference.

3. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court, and all reservations of rights included therein, are hereby overruled on the merits or have been otherwise satisfied or adequately provided for.

Approval of the Asset Purchase Agreement

4. The Asset Purchase Agreement and all ancillary documents, including, without limitation, the Bill of Sale, Assignment and Assumption Agreement, Trademark Assignment Agreement, Copyright Assignment Agreement and Patent Assignment Agreement, and all of the terms and conditions thereof, are hereby approved.

5. Pursuant to Section 363(b) of the Bankruptcy Code, the Debtors are authorized, empowered, and directed to take any and all actions necessary or appropriate to (i) consummate the sale of the Purchased Assets to the Successful Bidder pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement, (ii) close the Sale as contemplated in the Asset Purchase Agreement and this Order, and (iii) execute and deliver, perform under, consummate, implement and close the Asset Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement and the Sale, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Asset Purchase Agreement and such ancillary documents.

6. This Order shall be binding in all respects upon the Debtors, their estates, all holders of equity interests in any Debtor, all holders of any Claims (against any Debtor, whether known or unknown, any holders of Liens on all or any portion of the Purchased Assets, all Counterparties, the Successful Bidder, all successors and assigns of the Successful Bidder, any other bidders for the Purchased Assets, trustees, if any, subsequently appointed in any of the

Debtors' Chapter 11 Cases or upon a conversion to Chapter 7 under the Bankruptcy Code of any of the Debtors' cases, any administrator, liquidator or trustee in the CCAA Ancillary Proceeding or any other insolvency proceeding involving or related to the Purchased Assets, or any other entity vested or revested with any right, title or interest in the Purchased Assets, whether under any Plan, scheme, composition, reorganization, liquidation or other arrangement in the Chapter 11 Cases or other insolvency proceeding related to the Debtors, including any order in the CCAA Ancillary Proceeding or any other insolvency proceeding involving or related to the Purchased Assets recognizing or giving effect to any of the foregoing or otherwise. This Order and the Asset Purchase Agreement shall inure to the benefit of the Debtors, their estates, their creditors, the Successful Bidder, and their respective successors and assigns.

Transfer of the Purchased Assets

7. Pursuant to Sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Purchased Assets on the Closing Date. The Purchased Assets (including the Purchased Contracts) shall be transferred to the Successful Bidder upon and as of the Closing Date and such transfer shall constitute a legal, valid, binding and effective transfer of such Purchased Assets and, upon the Debtors' receipt of the Purchase Price, shall be free and clear of all Liens, Claims, interests, and Encumbrances (including, for the avoidance of doubt, including, for the avoidance of doubt, all Claims, Liens or Encumbrances asserted under any theory of successor or transferee liability or any similar theory under applicable state, provincial or federal law or otherwise), other than the Permitted Encumbrances and the Assumed Liabilities under the Asset Purchase Agreement. Upon the Closing, the Successful Bidder shall take title to and possession of the Purchased Assets subject only to the Permitted Encumbrances and the Assumed Liabilities; provided, however, that the Successful Bidder shall not be relieved of liability with respect to the Permitted Encumbrances and the

Assumed Liabilities, including any obligations accruing under the Purchased Contracts from and after the Closing Date, or, as to Disputed Contracts that become Purchased Contracts, such later date as may be agreed to by the Successful Bidder and the affected Counterparty to such Disputed Contract or as provided in any Order approving the assumption and assignment of such Disputed Contract (but only if such Disputed Contract becomes a Purchased Contract). All Claims, Liens and Encumbrances shall attach solely to the net proceeds of the Sale with the same validity, priority, force and effect that they now have as against the Purchased Assets, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

8. The sale of the Purchased Assets to the Successful Bidder, and the assumption and assignment of the Purchased Contracts to the Successful Bidder, shall be, except as otherwise provided in the Asset Purchase Agreement with respect to the Permitted Encumbrances and the Assumed Liabilities, free and clear of all Liens, Claims, interests, and Encumbrances of any kind or nature whatsoever, except and only to the extent expressly provided in the Asset Purchase Agreement with respect to the Permitted Encumbrances and the Assumed Liabilities), be liable for any of such Encumbrances.

9. The Debtors and their respective officers, employees and agents are authorized to take any and all actions necessary, appropriate or requested by the Successful Bidder to perform, consummate, implement and close the Sale, including, without limitation: (a) the sale to the Successful Bidder of all Purchased Assets, in accordance with the terms and conditions set forth in the Asset Purchase Agreement and this Order; and (b) executing, acknowledging and delivering such deeds, assignments, conveyances and other assurance, documents and instruments of transfer and taking any action for purposes of assigning, transferring, granting, conveying and confirming to the Successful Bidder, or reducing to possession, the Purchased

Assets. The Debtors are further authorized to pay, without further order of this Court, whether before, at or after the Closing Date, any expenses or costs that are required to be paid in order to consummate the Transactions or perform their obligations under the Asset Purchase Agreement, including, without limitation, if applicable, the Expense Reimbursement and the Break-Up Fee. Any amounts that become payable by the Debtors to the Successful Bidder pursuant to the Bidding Procedures Order and/or the Asset Purchase Agreement (and related agreements executed in connection therewith), shall: (i) constitute allowed administrative expenses of the Debtors' estates under Sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code and which shall not be subordinate to any other administrative expense claim against the Debtors other than any superpriority administrative expense claims under Section 364(c)(1) of the Bankruptcy Code granted pursuant to any financing order entered in these Chapter 11 Cases; (ii) be treated with such priority if any Chapter 11 Case is converted to a case under Chapter 7 of the Bankruptcy Code; and (iii) not be discharged, modified or otherwise affected by any reorganization plan for the Debtors, except by written agreement with the Successful Bidder (such agreement to be provided in the Successful Bidder's sole discretion).

10. Except only as expressly provided by the Asset Purchase Agreement with respect to the Permitted Encumbrances and the Assumed Liabilities, all persons and entities holding Liens or Encumbrances on, Claims affecting, or interests in, all or any portion of the Purchased Assets, hereby are forever barred, estopped and permanently enjoined from asserting against the Successful Bidder or its successors or assigns, their property or the Purchased Assets, such persons' or entities' rights relating to any such Liens, Claims, interests, or Encumbrances. On the Closing Date, each holder of a Lien or Encumbrance is authorized and directed to execute such documents and take all other actions as may be deemed by the Successful Bidder to be

necessary or desirable to release its Liens Encumbrances on the Purchased Assets, as provided for herein, as such Liens or Encumbrances may have been recorded or may otherwise exist.

11. Except as otherwise expressly provided in the Asset Purchase Agreement or this Order, all entities (and their respective successors and assigns), including, but not limited to, all debt security holders, equity security holders, insiders, affiliates, foreign, federal, state and local governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants, and other entities holding Claims, Liens, Encumbrances or interests against the Debtors or the Purchased Assets arising under or out of, in connection with, or in any way relating to, the Debtors, the Debtors' predecessors or insiders, the Purchased Assets, the ownership, sale or operation of the Purchased Assets prior to Closing or the transfer of the Purchased Assets to the Successful Bidder, are hereby forever barred, estopped and permanently enjoined from asserting or prosecuting any cause of action or any process or other act or seeking to collect, offset, or recover on account of any such Claims, Liens, Encumbrances or interests against the Successful Bidder, its successors or assigns, their property or the Purchased Assets. Following the Closing, no holder of any Claims, Liens, Encumbrances or interests shall interfere with the Successful Bidder's title to or use and enjoyment of the Purchased Assets based on or related to any such Claims, Liens, Encumbrances or interests, or based on any action the Debtors may take in the Chapter 11 Cases.

12. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Purchased Assets to the Successful Bidder in accordance with the terms of the Asset Purchase Agreement and this Order.

13. All persons and entities that are in possession of some or all of the Purchased Assets on the Closing Date are directed to surrender possession of such Purchased Assets to the Successful Bidder or its assignee at the Closing.

14. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the appropriate recorder to cancel any Liens or Encumbrances of record.

15. If any person or entity which has filed statements or other documents or agreements evidencing Liens or Encumbrances on all or any portion of the Purchased Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of Liens and easements, and any other documents necessary or desirable to the Successful Bidder for the purpose of documenting the release of all Encumbrances, which the person or entity has or may assert with respect to all or any portion of the Purchased Assets, the Debtors are hereby authorized and directed, and the Successful Bidder is hereby authorized, to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Purchased Assets.

16. This Order is and shall be binding upon and govern the acts of all persons and 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, provincial, federal 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 lease; and each of the foregoing persons and entities is hereby authorized and empowered to

accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement.

Executory Contracts and Leases

17. Subject to payment of the applicable Cure Cost, if any, the Debtors are authorized and directed to assume and assign the Purchased Contracts to the Successful Bidder free and clear of all Liens, Claims and Encumbrances. With respect to each Purchased Contract, the payment of the applicable Cure Costs shall (a) effect a cure of all monetary defaults existing thereunder as of the Closing Date with respect to Purchased Contracts, and as of the time of the payment of the Cure Costs with respect to each Disputed Contract that becomes a Purchased Contract after the Closing Date, (b) compensate the applicable Counterparty for any actual pecuniary loss resulting from such default, and (c) together with the assumption of the Purchased Contract by the Successful Bidder, constitute adequate assurance of future performance thereof. As of the Closing Date as to Purchased Contracts, or, as to Disputed Contracts that become Purchased Contracts, such later date as may be agreed to by the Successful Bidder and the affected Counterparty to such Disputed Contract or as provided in any Order approving the assumption and assignment of such Disputed Contract (but only if such Disputed Contract becomes a Purchased Contract), the Successful Bidder shall be deemed to have assumed the Purchased Contracts and, pursuant to Section 365(f) of the Bankruptcy Code, the assignment by the Debtors of such Purchased Contracts shall not be a default thereunder.

18. Pursuant to the terms of the Asset Purchase Agreement, at any time until two (2) days prior to the Closing Date, the Successful Bidder may elect to amend the Purchased Contracts Schedule attached to the Asset Purchase Agreement by adding or removing Contracts or Leases. Any Contract or Lease that remains on the Purchased Contracts Schedule as of the Closing Date, and that is not a Disputed Contract, shall be assumed by the Debtors and assigned

to the Successful Bidder as part of the Sale. All Contracts and Leases that are not on the Purchased Contracts Schedule shall be deemed "Excluded Contracts" under the Asset Purchase Agreement. Upon objection by the non-debtor Contract or Lease Counterparty to the Cure Costs asserted by the Debtors with regard to any Contract or Lease (such contract, a "**Disputed Contract**"), the Debtors, with the consent of the Successful Bidder, shall either settle the objection of such party or shall litigate such objection under such procedures as the Bankruptcy Court shall approve and proscribe. In no event shall any Debtor settle a Cure Costs objection with regard to any Purchased Contract without the express written consent of the Successful Bidder (with an email consent being sufficient). In the event that a dispute regarding the Cure Costs with respect to a Contract has not been resolved as of the Closing Date, the Parties shall nonetheless remain obligated to consummate the Transactions. Upon entry of an Order determining any Cure Costs regarding any Disputed Contract after the Closing (the "**Disputed Contract Order**"), the Successful Bidder shall have the option to designate the Disputed Contract as an Excluded Contract, in which case, for the avoidance of doubt, Successful Bidder shall not assume the Disputed Contract and shall not be responsible for the associated Cure Costs with such Disputed Contract; provided, however, that if Successful Bidder does not designate such Disputed Contract as an Excluded Contract within fifteen (15) days after the date of the Disputed Contract Order, such Disputed Contract shall automatically be deemed to be a Purchased Contract for all purposes under the Successful Bidder's Asset Purchase Agreement. Any Cure Costs associated with any Purchased Contract or any Disputed Contract which becomes a Purchased Contract shall be paid in accordance with the terms of the Asset Purchase Agreement, including, without limitation, the provisions relating to the Sellers Working Capital and the Purchaser Paid Cure Costs.

19. Upon the Debtors' assignment of Purchased Contracts to the Successful Bidder, no default shall exist under any Purchased Contracts, and no Counterparty to any Purchased Contracts shall be permitted to declare a default by any Debtor or the Successful Bidder or otherwise take action against the Successful Bidder as a result of any Debtor's financial condition, bankruptcy or failure to perform any of its obligations under the relevant Purchased Contract. Any provisions in any Purchased Contract that prohibits or conditions the assignment of such Purchased Contract or allows the party to such Purchased Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Purchased Contract, constitute unenforceable anti-assignment provisions that are void and of no force and effect pursuant to Section 365(f) of the Bankruptcy Code. All other requirements and conditions under Sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Successful Bidder of the Purchased Contracts have been satisfied, and such assumption and assignment shall not constitute a default thereunder. The failure of the Debtors or the Successful Bidder to enforce at any time one or more terms or conditions of any Purchased Contract shall not be a waiver of such terms or conditions, or of the Successful Bidder's right to enforce every term and condition of the Purchased Contract. Upon the Closing and the payment of the required Cure Cost, if any, in accordance with Sections 363 and 365 of the Bankruptcy Code, the Successful Bidder shall be fully and irrevocably vested with all right, title and interest of the Debtors under each Purchased Contract.

20. Upon the Closing and the payment of the Cure Costs, if any, applicable to any Purchased Contract, or, as to Disputed Contracts that become Purchased Contracts, such later date as may be agreed to by the Successful Bidder and the affected Counterparty to such

Disputed Contract or as provided in any Order approving the assumption and assignment of such Disputed Contract (but only if such Disputed Contract becomes a Purchased Contract), the Successful Bidder shall be deemed to be substituted for the relevant Debtor as a party to such Purchased Contract, and, effective on the Closing Date as to Purchased Contracts, or, as to Disputed Contracts that become Purchased Contracts, such later date as may be agreed to by the Successful Bidder and the affected Counterparty to such Disputed Contract or as provided in any Order approving the assumption and assignment of such Disputed Contract (but only if such Disputed Contract becomes a Purchased Contract), the Debtors shall be relieved, pursuant to Section 365(k) of the Bankruptcy Code, from any further liability under such Purchased Contract.

21. Upon the Closing as to Purchased Contracts, or, as to Disputed Contracts that become Purchased Contracts, such later date as may be agreed to by the Successful Bidder and the affected Counterparty to such Disputed Contract or as provided in any Order approving the assumption and assignment of such Disputed Contract (but only if such Disputed Contract becomes a Purchased Contract), and the payment of the applicable Cure Costs, if any, the Purchased Contracts shall remain in full force and effect, and no default shall exist thereunder nor shall there exist any event or condition which, with the passage of time or giving of notice, or both, would constitute such a default.

22. Other than as provided under the Asset Purchase Agreement, there shall be no assignment fees, deposits, increases or any other fees charged to the Successful Bidder or the Debtors as a result of the assumption and assignment of the Purchased Contracts.

23. Pursuant to Sections 105(a), 363 and 365 of the Bankruptcy Code, all Counterparties to Purchased Contracts are forever barred and permanently enjoined from raising

or asserting against the Debtors, their estates, the Successful Bidder, or any of their respective successors and assigns any assignment fee, default, breach or claim or pecuniary loss, or condition to assignment, arising under or related to the Purchased Contracts existing as of the Closing Date, or, as to Disputed Contracts that become Purchased Contracts, such later date as may be agreed to by the Successful Bidder and the affected Counterparty to such Disputed Contract or as provided in any Order approving the assumption and assignment of such Disputed Contract (but only is such Disputed Contract becomes a Purchased Contract), or arising by reason of the Closing. Any party that may have had the right to consent to the assignment of an Purchased Contract is deemed to have consented to such assignment for purposes of Sections 365(c)(1)(B) and 365(e)(2)(A)(ii) of the Bankruptcy Code and otherwise if such party failed to file a timely objection to the assumption and assignment of such Purchased Contract.

24. All Counterparties to the Purchased Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Successful Bidder, and shall not charge the Debtors or the Successful Bidder for, any instruments, applications, consents or other documents which may be required or requested by any public or quasi-public authority or other entity to effectuate the applicable transfers in connection with the Sale of the Purchased Assets.

Application of Sale Proceeds.

25. All sale proceeds shall be promptly paid at closing on any such sale to (x) in the case of proceeds of ABL Priority Collateral, to the DIP ABL Agent for application to the DIP ABL Obligations and (y) in the case of proceeds of Secured Notes Priority Collateral, the DIP Note Purchasers for application in accordance with the DIP Note Purchase Agreement; provided, however, that the sale proceeds shall first be used to pay the Break-Up Fee and Expense Reimbursement to the extent that such amounts have been triggered and are required to be paid

pursuant to the terms of the Bidding Procedures Order. Notwithstanding anything to the contrary herein, the proceeds from the sale of the Revolving Priority Collateral of Rockport Canada ULC shall be paid in accordance with the allocation of such proceeds set forth in the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing on a Super-Priority, Senior Secured Basis and (B) Use Cash Collateral, (II) Granting (A) Liens and Super-Priority Claims and (B) Adequate Protection to Certain Prepetition Lenders, (III) Modifying the Automatic Stay, and (V) Granting Related Relief* [Docket No. ●].

Other Provisions

26. Effective upon the Closing Date and except as otherwise provided by stipulations filed with or announced to the Court with respect to a specific matter, all persons and entities are forever prohibited and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Successful Bidder, its successors and assigns, or the Purchased Assets, with respect to (a) any Lien or Encumbrance on, or Claim affecting, or interest in, the Purchased Assets arising prior to the Closing of the Sale; (b) all claims for successor liability or similar theories under applicable state, provincial or federal law or otherwise with respect to the Purchased Assets; or (c) revoking, terminating or failing or refusing to renew any license, permit or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with the Purchased Assets.

27. Except as to Assumed Liabilities and Permitted Encumbrances, the Successful Bidder shall not have any successor, transferee, derivative, or vicarious liabilities of any kind or character for any Interests or Claims, including under any theory of successor or transferee liability, de-facto merger, or continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, whether derivatively, vicariously, as

transferee or successor or otherwise, asserted or unasserted, liquidated or unliquidated, of any kind, nature, or character whatsoever, including, without limitation, with respect to any of the following: (a) any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment (including the Worker Adjustment and Retraining Act of 1988), antitrust, environmental, or other law, rule, or regulation; (b) any products liability law, rule, regulation, or doctrine with respect to the Debtors' liability under such law, rule, regulation, or doctrine, or under any product warranty liability law or doctrine; (c) any employment or labor agreements, consulting agreements, severance arrangements, change-in-control agreements, or other similar agreement to which the Debtors are a party; (d) any welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of the Debtors; (e) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation, or other employee benefit plans, agreements, practices and programs, or obligations that might otherwise arise from or pursuant to (i) ERISA, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the Worker Adjustment and Retraining Act of 1988 (the "WARN Act"), (vii) the Age Discrimination in Employment Act, as amended, of 1967, (viii) the Americans with Disabilities Act of 1990, (ix) the Consolidated Omnibus Budget Reconciliation Act of 1985, (x) the Multiemployer Pension Plan Amendments Act of 1980, (xi) state and local discrimination laws, (xii) state and local unemployment compensation laws or other similar state and local laws, (xiii) state workers' compensation laws, and (xiv) any other state, local, or federal employee benefit laws, regulations, or rules or other state, local, or federal laws, regulations, or rules relating to wages, benefits, employment, or termination of employment with any or all Debtors or any

predecessors and (f) any liability to any employee of a Debtor, in connection with, salaries, wages, benefits, vacation, expenses or other compensation or remuneration or in connection with any workers' compensation or other employee health, accident, disability, or safety claims and (g) any acts or omissions of any Debtor in the conduct of the Business or arising under or related to the Purchased Assets. Neither the Successful Bidder nor any of its affiliates is holding itself out to the public as a continuation of any of the Debtors. Neither the Successful Bidder nor any of its affiliates is a successor to any of the Debtors or their estates, and none of the transactions contemplated by the Asset Purchase Agreement, including, without limitation, the Sale and the assumption and assignment of the Purchased Contracts amounts to a consolidation, merger, or de facto merger of the Successful Bidder or any of its affiliates with or into any of the Debtors.

28. The Successful Bidder has not merged with or into the Debtors and is not a mere or substantial continuation of the Debtors or the enterprises of the Debtors. Without limiting the foregoing, Purchaser is not a successor employer (including as described under COBRA and applicable regulations thereunder) to any Debtor, including with respect to any Benefit Plan. Neither the Successful Bidder nor any of its affiliates, successors, or assigns are, and none of them shall be deemed or considered to be, liable for any acts or omissions of any Debtor in the conduct of the Business arising under or related to the Purchased Assets other than as set forth in the Asset Purchase Agreement, in each case by any law or equity, and the Successful Bidder has not assumed nor is it in any way responsible for any liability or obligation of the Debtors or the Debtors' estates, except as otherwise set forth in the Asset Purchase Agreement.

29. Except for the Permitted Encumbrances, the Assumed Liabilities or as otherwise expressly set forth in the Asset Purchase Agreement, the Successful Bidder shall not have any liability for any Claim of the Debtors or any obligation of the Debtors arising under or related to

any of the Purchased Assets. Without limiting the generality of the foregoing, and except for the Permitted Encumbrances and the Assumed Liabilities provided in the Asset Purchase Agreement, the Successful Bidder shall not be liable for any Claims against the Debtors or any of their predecessors or affiliates solely by virtue of its acquisition of the Purchased Assets. By virtue of the Sale, the Successful Bidder and its affiliates, successors and assigns shall not, and shall not be deemed or considered to: (i) be the successor of, or successor to, any Seller; (ii) be a successor employer (including as described under COBRA and applicable regulations thereunder) to any Seller, including with respect to any Benefit Plan; (iii) have, de facto or otherwise, merged with or into any Seller; (iv) be a mere continuation or substantial continuation of any Seller or the enterprise(s) of any Seller; or (v) be liable for any acts or omissions of any Seller in the conduct of the Business or arising under or related to the Purchased Assets other than as set forth in the Asset Purchase Agreement, in each case by any law or equity, and the Successful Bidder has not assumed nor is it in any way responsible for any liability or obligation of the Debtors or the Debtors' estates, except with respect to the Permitted Encumbrances and the Assumed Liabilities. The Successful Bidder shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor law, *de facto* merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, 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 any of the Purchased Assets prior to the Closing.

30. The substantial consideration given by the Successful Bidder under the Asset Purchase Agreement shall constitute valid and valuable consideration for the release of any potential claims against the Successful Bidder for successor liability or similar theories under applicable state, provincial or federal law or otherwise with respect to the Purchased Assets, which release shall be deemed to have been given in favor of the Successful Bidder by all holders of Claims against the Debtors or of any Liens or Encumbrances with respect to the Purchased Assets.

31. The transactions contemplated by the Asset Purchase Agreement are undertaken by the Successful Bidder without collusion and in good faith, as that term is defined 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 (including the assumption and assignment of the Purchased Contracts), unless such authorization and such Sale are duly stayed pending such appeal. The Successful Bidder is a good faith buyer within the meaning of Section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of Section 363(m) of the Bankruptcy Code.

32. Upon the closing of the Sale, the Debtors and their estates shall be deemed to have waived any and all actions related to, and released, the Successful Bidder, its affiliates and their respective property (including, without limitation, the Purchased Assets) from any and all claims or causes of action of any kind, whether known or unknown, now existing or hereafter arising, asserted or unasserted, mature or inchoate, contingent or non-contingent, liquidated or unliquidated, material or nonmaterial, disputed or undisputed, and whether imposed by agreement, understanding, law, equity, or otherwise, related to or arising out of the Chapter 11 Cases, the formulation, preparation, negotiation, execution, delivery, implementation or

consummation of the transactions contemplated by the Asset Purchase Agreement, including, without limitation, the Sale and the assumption and assignment of the Purchased Contracts, or any other contract, instrument, release, agreement, settlement or document created modified, amended, terminated or entered into in connection with the Asset Purchase Agreement, except to the extent specifically assumed or established under the Asset Purchase Agreement or this Order [including any rights and remedies thereunder].

33. The Debtors are authorized to enter into the releases that are to be delivered at the Closing pursuant to Section 4.2(i) of the Asset Purchase Agreement, in the form of the exhibit attached to the Asset Purchase Agreement.

34. Pursuant to Bankruptcy Rules 7062, 9014, 6004(h) and 6006(d), this Order shall be effective immediately upon entry and the Debtors and the Successful Bidder are authorized to close the Sale immediately upon entry of this Order.

35. As provided in the Asset Purchase Agreement, this Order approves and provides for the transfer to the Successful Bidder of the Purchased Avoidance Actions (as defined in the Asset Purchase Agreement).

36. No bulk sales law or any similar law of any state, provincial or other jurisdiction applies in any way to the Sale.

37. The failure specifically to include any particular provision of the Asset Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety.

38. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented 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 does not have a material adverse effect on the Debtors' estates or on the interests of the Successful Bidder.

39. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

40. The sale of the Purchased Assets is consistent with the Debtors' policy concerning the transfer of personally identifiable information and no consumer privacy ombudsman is necessary, as set forth in Section 363(b)(1) of the Bankruptcy Code.

41. The automatic stay pursuant to Section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of this Court, to (i) allow the Successful Bidder to deliver any notice provided for in the Asset Purchase Agreement or any ancillary documents and (ii) allow the Successful Bidder to take any and all actions permitted under the Asset Purchase Agreement and any ancillary documents in accordance with the terms and conditions thereof.

42. Nothing in this Order shall modify or waive any closing conditions or termination rights in the Asset Purchase Agreement, and all such conditions and rights shall remain in full force and effect in accordance with their terms.

43. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion filed in these Chapter 11 Cases, the terms of this Order shall govern. For the avoidance of doubt, the terms of any plan of reorganization or liquidation, or otherwise, submitted to this Court or any other court for confirmation or sanction shall not conflict with, supersede, abrogate, nullify, modify or restrict the terms of the Asset Purchase Agreement or this Order or the rights of Successful Bidder thereunder or hereunder, or in any way prevent or

interfere with the consummation or performance of the transactions contemplated by this Asset Purchase Agreement or this Order.

44. The failure specifically to include any particular provisions of the Asset Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement is authorized and approved in its entirety.

45. Any foreign court or tribunal having jurisdiction with respect to any of the Debtors is hereby requested to recognize and to give full force and effect to the terms of this Order and to assist Rockport Blocker, LLC, in its capacity as the foreign representative of the other Debtors (the "**Foreign Representative**"), and any of its agents in carrying out and implementing the terms of this Order and to make such orders and to provide such assistance to the Foreign Representative, any of the Debtors or the Successful Bidder as may be necessary or desirable, in order to give full force and effect to any and all documents instruments necessary and appropriate to consummate the transactions contemplated by the Agreement and this Order.

46. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Asset Purchase Agreement, all amendments thereto and any releases, waivers and consents hereunder and thereunder, and each of the agreements executed in connection therewith to which any of the Debtors are a party or which has been assigned by the Debtors to the Successful Bidder, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to any of the foregoing.

Dated: _____, 2018
Wilmington, Delaware

_____
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Asset Purchase Agreement

Exhibit J

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
THE ROCKPORT COMPANY, LLC, *et al.*,	)	Case No. 18-_____ (___)
Debtors.[1]	)	Jointly Administered
	)	**Re: Docket No. ___**

ORDER (A) APPROVING BIDDING PROCEDURES FOR SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS, (B) APPROVING STALKING HORSE PROTECTIONS, (C) SCHEDULING AUCTION FOR, AND HEARING TO APPROVE, SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS, (D) APPROVING FORM AND MANNER OF NOTICES OF SALE, AUCTION AND SALE HEARING, (E) APPROVING ASSUMPTION AND ASSIGNMENT PROCEDURES AND (F) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")[2] of the above-captioned debtors (collectively, the "**Debtors**"), for entry of an order (this "**Order**"), pursuant to Sections 105, 363, 365, 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 6006, and Local Rule 6004-1, (i) approving the bidding procedures (the "**Bidding Procedures**"), attached hereto as Exhibit 1, pursuant to which the Debtors will solicit and select the highest and otherwise best offer for the sale (the "**Sale**") of all or substantially all or a portion of the Assets; (ii) approving the Break-Up Fee and Expense Reimbursement (together, the "**Stalking Horse Protections**") provided by the Debtors to the Stalking Horse Bidder; (iii) scheduling an auction (the "**Auction**"); (iv) establishing procedures for the assumption and assignment of executory contracts and

[1] The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Rockport Blocker, LLC (5097), The Rockport Group Holdings, LLC (3025), TRG 1-P Holdings, LLC (4756), TRG Intermediate Holdings, LLC (8931), TRG Class D, LLC (4757), The Rockport Group, LLC (5559), The Rockport Company, LLC (5456), Drydock Footwear, LLC (7708), DD Management Services LLC (8274), and Rockport Canada ULC (3548). The debtors' mailing address is 1220 Washington Street, West Newton, Massachusetts 02465.

[2] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

unexpired leases in connection with the Sale, including notice of proposed Cure Costs (the "**Assumption and Assignment Procedures**"); (v) scheduling a hearing (the "**Sale Hearing**") to approve the Sale; and (vi) granting related relief, all as more fully described in the Motion; and the Court having reviewed and considered the Motion; and the Court having held a hearing on the Motion (the "**Bidding Procedures Hearing**"); and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, and to the extent that any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Court has jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b). Venue of the Debtors' chapter 11 cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. The Debtors' proposed notice of the Motion, the Bidding Procedures, the Bidding Procedures Hearing and the proposed entry of this Order is (i) appropriate and reasonably calculated to provide all interested parties with timely and proper notice, (ii) in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and (iii) adequate and sufficient under the circumstances of these Chapter 11 Cases, and no other or further notice is required. A reasonable opportunity to object or be heard regarding the relief requested in the Motion (including, without limitation, with respect to the Bidding Procedures

and payment of the Stalking Horse Protections) has been afforded to all interested persons and entities, including, but not limited to, the Notice Parties.

D. The Bidding Procedures in the form attached hereto as Exhibit 1 are fair, reasonable and appropriate and are designed to maximize creditor recoveries from a sale of the Assets.

E. The Bidding Procedures and the Stalking Horse Agreement were each negotiated in good faith and at arm's-length among the Debtors and the Stalking Horse Bidder. The Stalking Horse Agreement represents the highest or otherwise best offer that the Debtors have received to date for the Assets. The process for selecting the Stalking Horse Bidder was fair and appropriate under the circumstances and in the best interests of the Debtors' estates.

F. The Debtors have demonstrated a compelling and sound business justification for the Bankruptcy Court to enter this Order and, thereby: (i) approve the Bidding Procedures as contemplated by the Stalking Horse Agreement and the Motion; (ii) authorize the Break-Up Fee and Expense Reimbursement, under the terms and conditions set forth in the Stalking Horse Agreement and the Bidding Procedures; (iii) set the dates of the Bid Deadline, Auction (if needed), Sale Hearing and other deadlines set forth in the Motion and the Bidding Procedures; (iv) approve the Noticing Procedures and the forms of notice; and (v) approve the Assumption and Assignment Procedures and the forms of relevant notice. Such compelling and sound business justification, as set forth in the Motion and on the record at the Bidding Procedures Hearing, if any, are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

G. The Stalking Horse Protections, as approved by this Order, are fair and reasonable and provide a benefit to the Debtors' estates and stakeholders.

H. If triggered in accordance with the terms of the Stalking Horse Agreement, the payment of the Stalking Horse Protections, under this Order and upon the conditions set forth in the Stalking Horse Agreement and the Bidding Procedures, is (i) an actual and necessary cost of preserving the value of the Debtors' estates, within the meaning of Sections 503(b) and 507(a) of the Bankruptcy Code, (ii) reasonably tailored to encourage, rather than hamper, bidding for the Assets, by providing a baseline of value, increasing the likelihood of competitive bidding at the Auction, and facilitating participation of other bidders in the sale process, thereby increasing the likelihood that the Debtors will receive the best possible price and terms for the Assets, (iii) of substantial benefit to the Debtors' estates and stakeholders and all parties in interest herein, (iv) reasonable and appropriate, (v) a material inducement for, and condition necessary to, ensure that the Stalking Horse Bidder will continue to pursue its proposed agreement to purchase the Purchased Assets and (vi) reasonable in relation to the Stalking Horse Bidder's efforts and to the magnitude of the Sale and the Stalking Horse Bidder's lost opportunities resulting from the time spent pursuing such transaction.

I. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Order is in the best interests of the Debtors and their estates, creditors, interest holders and all other parties in interest.

J. The form and manner of notice to be delivered pursuant to the Noticing Procedures and the Assumption and Assignment Procedures (including the Sale Notice attached hereto as Exhibit 2 and the Potential Assumption and Assignment Notice attached hereto as Exhibit 3) are reasonably calculated to provide each Counterparty to the Contracts and Leases with proper notice of the potential assumption and assignment of such Contracts and Leases by the Successful Bidder(s) or any of their known proposed assignees (if different from the

Successful Bidder) and the requirement that each such Counterparty assert any objection to the proposed Cure Cost or otherwise be barred from asserting claims arising out of or related to the Contract or Lease following the assumption and assignment thereof.

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

2. Any objections to the Motion or the relief requested therein that have not been adjourned, withdrawn or resolved are overruled in all respects on the merits.

3. The Bidding Procedures, in substantially the form attached hereto as Exhibit 1, are approved and fully incorporated into this Order and the Debtors are authorized, but not directed, to act in accordance therewith. The failure to specifically include a reference to any particular provision of the Bidding Procedures in this Order shall not diminish or impair the effectiveness of such provision.

4. Subject to final Court approval at the Sale Hearing, the Debtors are authorized to enter into the Stalking Horse Agreement with the Stalking Horse Bidder.

5. Bid Deadline. As further described in the Bidding Procedures, the Bid Deadline shall be at **5:00 p.m. (prevailing Eastern Time) on June 29, 2018.** The Bid Deadline may be extended by the Debtors in consultation with the Consultation Parties to the extent such extension is not inconsistent with the Stalking Horse Agreement and the sale milestones set forth therein. The Debtors shall notify Potential Bidders of their status as Qualified Bidders no later than **5:00 p.m. (prevailing Eastern Time) on July 3, 2018.** In addition, at least one (1) Business Day prior to the Auction, the Debtors will provide all Qualified Bidders (including the Stalking Horse Bidder) copies of each Qualified Bid made for the Assets and identify to them the Qualified Bid that the Debtors, in consultation with the Consultation Parties, believe is the highest or otherwise best offer for the Assets.

6. Auction. In the event the Debtors receive, on or before the Bid Deadline, one or more Qualified Bids in addition to the Stalking Horse Bid, an Auction shall be conducted at the office of Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 at **10:00 a.m. (prevailing Eastern Time) on July 10, 2018,** or such other date, time or location as the Debtors shall notify all Qualified Bidders (including the Stalking Horse Bidder). The Debtors are authorized to conduct the Auction in accordance with the Bidding Procedures.

7. In no event shall Secured Noteholders (or any assignees, transferees or purchasers of the secured Indebtedness (as defined in the Stalking Horse Agreement) held by any Secured Noteholder) be permitted to credit bid for the Purchased Assets as all or part of any competing bid for the Purchased Assets at any Auction at with the Stalking Horse Bidder is bidding pursuant to the terms of the Stalking Horse Agreement.

8. If no Qualified Bids with respect to the Assets other than the Stalking Horse Bid are received on or before the Bid Deadline, the Debtors shall not conduct the Auction with respect to the Assets, and instead shall seek approval of the sale of the Purchased Assets pursuant to the Stalking Horse Agreement at the Sale Hearing.

9. The form of Sale Notice attached hereto as Exhibit 2 is hereby approved.

10. Within two (2) Business Days after entry of the Bidding Procedures Order, or as soon as reasonably practicable thereafter, the Debtors shall serve the Sale Notice by first-class mail upon: (i) the U.S. Trustee, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Brya M. Keilson, brya.keilson@usdoj.gov; (ii) counsel to the Committee, if any; (iii) counsel to the Prepetition Noteholders and DIP Note Purchasers, (a) Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: My Chi To, mcto@debevoise.com,

and Daniel E. Stroik, destroik@debevoise.com, and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neill, joneill@pszjlaw.com; (iv) counsel to the Collateral Agent and DIP Notes Agent, (a) Holland & Knight LLP, 131 South Dearborn Street, 30th Floor, Chicago, Illinois 60603, Attn: Joshua Spencer, joshua.spencer@khlaw.com, and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neil, joneill@pszjlaw.com (v) counsel to the ABL Administrative Agent and ABL DIP Agent, (a) Riemer Braunstein LLP, Three Center Plaza, 6th Floor, Boston, Massachusetts, 02108, Attn: Donald E. Rothman, drothman@riemerlaw.com, Lon M. Singer, lsinger@riemerlaw.com, Jaime Rachel Koff, jkoff@riemerlaw.com, and Jeremy Levesque, jlevesque@riemerlaw.com, and (b) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor, Wilmington, Delaware 19801, Attn: Gregory A. Taylor, GTaylor@ashbygeddes.com; (vi) counsel to the Stalking Horse Bidder, (a) Goodwin Procter LLP, The New York Times Building, 620 Eighth Avenue, New York, New York 10018, Attn: William Weintraub, wweintraub@goodwinlaw.com, (b) Goodwin Procter LLP, 100 Northern Avenue, Boston, Massachusetts 02210, Attn: Jon Herzog, jherzog@goodwinlaw.com and Joseph F. Bernardi, Jr., jbernardi@goodwinlaw.com, and (c) Pepper Hamilton LLP, Hercules Plaza, Suite 5100, 1313 Market Street, P.O. Box 1709, Wilmington, Delaware 19899, Attn: David Fournier, fournierd@pepperlaw.com and Evelyn Meltzer, meltzere@pepperlaw.com; (vii) the one hundred and ten (110) Interested Parties identified by Houlihan and any other entity known to have expressed an interest in a transaction with respect to the Assets during the past nine (9) months; (viii) all counterparties to any contracts or leases, whether executory or not; (ix) all parties with Encumbrances on or against

any of the Debtors' assets; (x) all affected federal, state and local governmental regulatory and taxing authorities, including the Internal Revenue Service; (xi) all known holders of claims against and equity interests in the Debtors; (xii) all parties that have filed and not withdrawn requests for notices pursuant to Bankruptcy Rule 2002; (xiii) the Debtors' insurance carriers, and (xiv) to the extent not already included above, all parties in interest listed on the Debtors' creditor matrix (collectively, the "**Sale Notice Parties**"). As soon as practicable thereafter, but in any event no later than seven (7) business days after entry of this Order, the Debtors shall publish the Sale Notice, with such modifications as may be appropriate for purposes of publication, once in the National Edition of *USA Today*.

11. Service of the Sale Notice on the Sale Notice Parties in the manner described in this Order constitutes good and sufficient notice of the Auction and the Sale Hearing. No other or further notice is required.

12. Promptly following the Auction, if any, but in any event no later than July 11, 2018, the Debtors shall file a notice of the Successful Bid(s) and Back-up Bid(s), if any (the "**Notice of Auction Results**"), with the Court and cause the Notice of Auction Results to be published on the Case Information Website.

13. Sale Objections. Objections to the Sale Order, the Stalking Horse Bidder, or the Sale with the Stalking Horse Bidder must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court by no later than **4:00 p.m. (prevailing Eastern Time) on June 27, 2018** (the "**Sale Objection Deadline**"), and (d) be served on (i) proposed counsel for the Debtors: Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, collins@rlf.com, and Michael J. Merchant, merchant@rlf.com; (ii) counsel to the Prepetition Noteholders and DIP

Note Purchasers, (1) Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: My Chi To, mcto@debevoise.com, and Daniel E. Stroik, destroik@debevoise.com, and (2) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neill, joneill@pszjlaw.com; (iii) counsel to the Collateral Agent and DIP Notes Agent, (a) Holland & Knight LLP, 131 South Dearborn Street, 30th Floor, Chicago, Illinois 60603, Attn: Joshua Spencer, joshua.spencer@khlaw.com, and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neil, joneill@pszjlaw.com, (iv) counsel to the ABL Administrative Agent and ABL DIP Agent, (1) Riemer Braunstein LLP, Three Center Plaza, 6th Floor, Boston, Massachusetts, 02108, Attn: Donald E. Rothman, drothman@riemerlaw.com, Lon M. Singer, lsinger@riemerlaw.com, Jaime Rachel Koff, jkoff@riemerlaw.com, and Jeremy Levesque, jlevesque@riemerlaw.com, and (2) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor, Wilmington, Delaware 19801, Attn: Gregory A. Taylor, GTaylor@ashbygeddes.com; (v) counsel to the Stalking Horse Bidder, (1) Goodwin Procter LLP, The New York Times Building, 620 Eighth Avenue, New York, New York 10018, Attn: William Weintraub, wweintraub@goodwinlaw.com, (2) Goodwin Procter LLP, 100 Northern Avenue, Boston, Massachusetts 02210, Attn: Jon Herzog, jherzog@goodwinlaw.com and Joseph F. Bernardi, Jr., jbernardi@goodwinlaw.com, and (3) Pepper Hamilton LLP, Hercules Plaza, Suite 5100, 1313 Market Street, P.O. Box 1709, Wilmington, Delaware 19899, Attn: David Fournier, fournierd@pepperlaw.com and Evelyn Meltzer, meltzere@pepperlaw.com; (vi) counsel to the Committee, if any, and (vii) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35,

Wilmington, Delaware, 19801, Attn: Brya M. Keilson, brya.keilson@usdoj.gov (the "**Objection Notice Parties**").

14. Post-Auction Objections. Objections to the conduct of the Auction, the Successful Bidder (other than the Stalking Horse Bidder), or the Sale with the Successful Bidder (other than the Stalking Horse Bidder) may be made at the Sale Hearing.

15. Sale Hearing. The Sale Hearing shall be held in the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, [____] Floor, Courtroom [_____], Wilmington, Delaware 19801, on **July __, 2018 at [_____ _.m]. (prevailing Eastern Time)** or such other date and time that the Court may later direct; *provided, however,* that the Sale Hearing may be adjourned, from time to time, without further notice to creditors or parties in interest other than by announcement of the adjournment in open Court or on the Court's docket.

16. Stalking Horse Protections. Pursuant to Sections 105, 363, 364, 503 and 507 of the Bankruptcy Code, the Debtors are hereby authorized and directed, subject to the satisfaction of the Stalking Horse Protections' Conditions (as defined below), to pay the Break-Up Fee and Expense Reimbursement (each as defined in the Motion) to the Stalking Horse Bidder in accordance with the terms of the Stalking Horse Agreement without further order of this Court. The Break-Up Fee and Expense Reimbursement shall only be payable if the conditions to payment of such amounts set forth in the Stalking Horse Agreement, including Section 8.1 thereof, have been satisfied (collectively, the "**Stalking Horse Protections' Conditions**"). In the event the Expense Reimbursement is payable to the Stalking Horse Bidder, the Stalking Horse Bidder shall provide documentation of the expenses for which it seeks reimbursement to (a) counsel for the Debtors and (b) counsel to the Consultation Parties. The obligations of Debtors to pay the Stalking Horse Protections (i) shall be entitled to administrative expense

claim status under Sections 503(b)(l)(A) and 507(a)(2) of the Bankruptcy Code, (ii) shall not be subordinate to any other administrative expense claim against the Debtors, other than a superpriority administrative expense claim under Sections 364(c)(1) of the Bankruptcy Code granted pursuant to any financing order entered in these Chapter 11 Cases, (iii) shall survive the termination of the Stalking Horse Agreement, and (iv) shall be paid, at the closing of any Alternative Transaction as a required closing expense, and otherwise shall be paid when and as provided in the Stalking Horse Agreement. In event the Expense Reimbursement is payable following termination by the Stalking Horse Bidder pursuant to Section 4.4(e) of the Stalking Horse Agreement, payment will be made promptly as provided for in Section 4.6 of the Staking Horse Agreement.

17. The Stalking Horse Bidder is deemed a Qualified Bidder for all purposes, and the Stalking Horse Bid as set forth in the Stalking Horse Agreement is deemed a Qualified Bid.

18. Assumption and Assignment Procedures. The Assumption and Assignment Procedures set forth in the Motion and herein are hereby approved.

19. As soon as reasonably practicable, but in no event later than three (3) Business Days after the Bid Procedures Hearing, the Debtors shall file with the Bankruptcy Court, and cause to be published on the Case Information Website, the Potential Assumption and Assignment Notice and the Contracts List that specifies (i) each of the Contracts and Leases that may be assumed and assigned in connection with the Sale, including the name of each Counterparty and (ii) the proposed Cure Cost with respect to each Contract and Lease. The Potential Assumption and Assignment Notice and Contracts List shall also be served on each Counterparty listed on the Contracts List via first class mail.

20. Objection Deadlines. Any Counterparty may object to the proposed assumption or assignment of its Contract or Lease, the Debtors' proposed Cure Costs, if any, or the ability of the Stalking Horse Bidder to provide adequate assurance of future performance (an "**Assumption and Assignment Objection**"). All Assumption and Assignment Objections (other than to the ability of a Successful Bidder other than the Stalking Horse Bidder to provide adequate assurance of further performance) must (A) be in writing, (B) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, (C) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Costs the Counterparty believes are required to cure defaults under the relevant Contract or Lease, (D) be filed by no later than **June 28, 2018 at 4:00 p.m. (prevailing Eastern Time)** and (E) be served on (i) proposed counsel for the Debtors: Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, collins@rlf.com, and Michael J. Merchant, merchant@rlf.com, (ii) counsel to the Prepetition Noteholders and DIP Note Purchasers, (a) Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: My Chi To, mcto@debevoise.com, and Daniel E. Stroik, destroik@debevoise.com, and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neill, joneill@pszjlaw.com; (iii) counsel to the Collateral Agent and DIP Notes Agent, (a) Holland & Knight LLP, 131 South Dearborn Street, 30th Floor, Chicago, Illinois 60603, Attn: Joshua Spencer, joshua.spencer@khlaw.com, and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neil, joneill@pszjlaw.com, (iv) counsel to the ABL Administrative Agent and ABL DIP Agent (a) Riemer Braunstein LLP, Three Center Plaza, 6th

Floor, Boston, Massachusetts, 02108, Attn: Donald E. Rothman, drothman@riemerlaw.com, Lon M. Singer, lsinger@riemerlaw.com, Jaime Rachel Koff, jkoff@riemerlaw.com, and Jeremy Levesque, jlevesque@riemerlaw.com, and (b) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor, Wilmington, Delaware 19801, Attn: Gregory A. Taylor, GTaylor@ashbygeddes.com; (v) counsel to the Stalking Horse Bidder, (a) Goodwin Procter LLP, The New York Times Building, 620 Eighth Avenue, New York, New York 10018, Attn: William Weintraub, wweintraub@goodwinlaw.com, (b) Goodwin Procter LLP, 100 Northern Avenue, Boston, Massachusetts 02210, Attn: Jon Herzog, jherzog@goodwinlaw.com and Joseph F. Bernardi, Jr., jbernardi@goodwinlaw.com, and (c) Pepper Hamilton LLP, Hercules Plaza, Suite 5100, 1313 Market Street, P.O. Box 1709, Wilmington, Delaware 19899, Attn: David Fournier, fournierd@pepperlaw.com and Evelyn Meltzer, meltzere@pepperlaw.com; (vi) counsel to the Committee, if any, and (vii) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801, Attn: Brya M. Keilson, brya.keilson@usdoj.gov (collectively, the "**Assumption and Assignment Objection Notice Parties**").

21. Resolution of Assumption and Assignment Objections. If a Counterparty files a timely Assumption and Assignment Objection, such objection shall be heard at the Sale Hearing or such later date that the Debtors and the Successful Bidder shall determine in their discretion and upon notice to the objecting Counterparty (subject to the Court's calendar).

22. Failure to File Timely Assumption and Assignment Objection. If a Counterparty fails to file with the Court and serve on the Assumption and Assignment Objection Notice Parties a timely Assumption and Assignment Objection, the Counterparty shall be forever barred from asserting any such objection with regard to the assumption or assignment of its Contract or Lease, and notwithstanding anything to the contrary in the Contract or Lease, or any other

document, the Cure Costs set forth in the Potential Assumption and Assignment Notice or the Supplemental Assumption and Assignment Notice (as defined below) shall be controlling and will be the only amount necessary to cure outstanding defaults under the applicable Contract or Lease under Section 365(b) of the Bankruptcy Code arising out of or related to the Contract or Lease following the assumption and assignment thereof, whether known or unknown, due or to become due, accrued, absolute, contingent or otherwise, and the Counterparty shall be forever barred from asserting any additional cure or other pre-assignment amounts with respect to such Contract or Lease against the Debtors, the Successful Bidder or the property of any of them.

23. Unless otherwise provided in the Successful Bidder's Asset Purchase Agreement, at any time until two (2) days prior to the Closing Date, the Successful Bidder may elect to amend the Purchased Contracts Schedule attached to the Asset Purchase Agreement. Any Contract or Lease that remains on the Purchased Contracts Schedule as of the Closing Date, and that is not a Disputed Contract (as defined below), shall be assumed by the Debtors and assigned to the Successful Bidder as part of the Sale. The assumption and assignment of Disputed Contracts shall be treated in accordance with paragraph 26 of this Order. All Contracts and Leases that are not on the Purchased Contracts Schedule shall be deemed "Excluded Contracts" under the Asset Purchase Agreement.

24. In the event that any Contract or Lease is added to the Contracts List or previously-stated Cure Costs are modified, in accordance with the Asset Purchase Agreement or the Assumption and Assignment Procedures set forth in this Order, the Debtors will reasonably promptly serve a supplemental assumption and assignment notice, by overnight mail and, if known, e-mail, on the applicable Counterparty (each, a "**Supplemental Assumption and Assignment Notice**"). Each Supplemental Assumption and Assignment Notice will include the

same information with respect to the applicable Contract or Lease as is required to be included in the Potential Assumption and Assignment Notice.

25. Any Counterparty listed on a Supplemental Assumption and Assignment Notice whose Contract or Lease is proposed to be assumed and assigned may object to the proposed assumption or assignment of its Contract or Lease, the Debtors' proposed Cure Costs, if any, or the ability of the Successful Bidder to provide adequate assurance of future performance (a "**Supplemental Assumption and Assignment Objection**"). All Supplemental Assumption and Assignment Objections must (A) be in writing, (B) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, (C) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Costs the Counterparty believes is required to cure defaults under the relevant Contract or Lease, (D) be filed by no later than **ten (10) calendar days from the date of service of such Supplemental Assumption and Assignment Notice** and (E) be served on the Assumption and Assignment Objection Notice Parties. Each Supplemental Assumption and Assignment Objection, if any, shall be resolved in the same manner as an Assumption and Assignment Objection.

26. Upon objection by the non-debtor Contract counterparty to the Cure Costs asserted by the Debtors with regard to any Contract (such contract, a "**Disputed Contract**"), the Debtors, with the consent of the Successful Bidder, shall either settle the objection of such party or shall litigate such objection under such procedures as the Bankruptcy Court shall approve and proscribe. In no event shall any the Debtors settle a Cure Costs objection with regard to any Purchased Contract without the express written consent of the Successful Bidder (with an email consent being sufficient). In the event that a dispute regarding the Cure Costs with respect to a Contract has not been resolved as of the Closing Date, the Debtors and the Successful Bidder

shall nonetheless remain obligated to consummate the Transactions. Upon entry of an Order determining any Cure Costs regarding any Disputed Contract after the Closing (the "**Disputed Contract Order**"), the Successful Bidder shall have the option to designate the Disputed Contract as an Excluded Contract, in which case, for the avoidance of doubt, Successful Bidder shall not assume the Disputed Contract and shall not be responsible for the associated Cure Costs with such Disputed Contract; provided, however, that if Successful Bidder does not designate such Disputed Contract as an Excluded Contract within fifteen (15) days after the date of the Disputed Contract Order, such Disputed Contract shall automatically be deemed to be a Purchased Contract for all purposes under the Successful Bidder's Asset Purchase Agreement. Any Cure Costs associated with any Purchased Contract or any Disputed Contract which becomes a Purchased Contract shall be paid in accordance with the terms of the Successful Bidder's Asset Purchase Agreement.

27. If, following the Auction, the Stalking Horse Bidder is not the Successful Bidder, then the Debtors shall serve the Notice of Auction Results on each Counterparty that received a Potential Assumption and Assignment Notice and any Supplemental Assumption and Assignment Notice as soon as practicable following the conclusion of the Auction. Objections of any Counterparty related solely to the identity of and adequate assurance of future performance provided by the Successful Bidder (other than the Stalking Horse Bidder) may be made at the Sale Hearing.

28. This Order shall be binding on the Debtors, including any Chapter 7 or Chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

29. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

30. To the extent any provisions of this Order are inconsistent with the Motion, the terms of this Order shall control. To the extent any provisions of this Order are inconsistent with the Bidding Procedures, the terms of this Order shall control.

31. Notwithstanding any Bankruptcy Rule (including, but not limited to, Bankruptcy Rule 6004(h), 6006(d), 7062 or 9014) or Local Rule that might otherwise delay the effectiveness of this Order, the terms and conditions of this Order shall, to the extent applicable, be effective and enforceable immediately upon entry hereof.

32. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

33. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

Dated: _____, 2018
Wilmington, Delaware

_____
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Bidding Procedures

BIDDING PROCEDURES

Set forth below are the bidding procedures (the "**Bidding Procedures**") to be employed in connection with the proposed sale of all or substantially all of the assets (collectively, the "**Assets**") owned by Rockport Blocker, LLC (the "**Company**") and the direct or indirect wholly owned subsidiaries of the Company listed on Annex A to the Stalking Horse Agreement (as defined herein) (the "**Seller Subsidiaries**" and, together with the Company, each a "**Seller**" and collectively, "**Sellers**"), in connection with the jointly administered Chapter 11 Cases of The Rockport Company, LLC ("**Rockport**") and certain of its affiliates that are debtors and debtors in possession (collectively, the "**Debtors**") pending in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), lead case number 18-[•].

The Sellers entered into that certain asset purchase agreement, dated May [__], 2018, with CB Marathon Opco, LLC (the "**Stalking Horse Bidder**"), pursuant to which the Stalking Horse Bidder will acquire the Purchased Assets (as defined in the Stalking Horse Agreement) on the terms and conditions specified therein (together with the schedules and related documents thereto, the "**Stalking Horse Agreement**," a copy of which is attached to the Motion as Exhibit B). The sale transaction pursuant to the Stalking Horse Agreement is subject to competitive bidding as set forth herein.

By the motion (the "**Motion**"),[1] dated May 14, 2018, the Debtors sought, among other things, approval of the Bidding Procedures for soliciting bids for, conducting an auction (the "**Auction**"), and consummating a sale, of all or substantially all of the Assets (the "**Sale**").

ASSETS TO BE SOLD

The Debtors seek to consummate the Sale pursuant to the terms of the Stalking Horse Agreement. The sale of the Assets is on an "as is, where is" and "with all faults" basis and without representations, warranties or guarantees, express, implied or statutory, written or oral, of any kind, nature or description, by any Seller, its affiliates or their respective representatives, except to the extent set forth in the Stalking Horse Agreement or the purchase agreement of such other Successful Bidder (as defined below) and as approved by the Bankruptcy Court. Except as otherwise provided in such approved purchase agreement, all of the Sellers' right, title and interest in and to each Asset to be acquired shall be sold free and clear of all liens, claims, interests and encumbrances (other than permitted liens), with such liens, claims, interests and encumbrances to attach to the proceeds of the Sale.

THE BIDDING PROCEDURES

In order to ensure that the Debtors receive the maximum value for the Assets, the Stalking Horse Agreement is subject to higher or better offers, and, as such, the Stalking Horse Agreement will serve as the "stalking-horse" bid for the Assets.

Provisions Governing Qualifications of Bidders

Unless otherwise ordered by the Bankruptcy Court, in order to participate in the bidding process, prior to the Bid Deadline (as defined below), each person other than the Stalking Horse Bidder, who wishes to participate in the bidding process (a "**Potential Bidder**") must deliver the following to the Notice Parties (as defined below):

[1] Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion or the Stalking Horse Agreement, as applicable.

(i) a written disclosure of the identity of each entity that will be bidding for the Assets or otherwise participating in connection with such bid; and

(ii) an executed confidentiality agreement (to be delivered prior to the distribution of any confidential information by the Sellers to a Potential Bidder) in form and substance satisfactory to the Debtors (without limiting the foregoing, each confidentiality agreement executed by a Potential Bidder shall contain standard non-solicitation provisions).

A Potential Bidder that delivers the documents and information described above or that the Debtors determine, , in consultation Citizens Business Capital ("**Citizens**"), in its capacity as DIP ABL Agent (as defined in the Interim DIP Order), the Prepetition Noteholders and the DIP Note Purchasers (as defined in the Interim DIP Order), and the official committee of unsecured creditors, if any, appointed in these chapter 11 cases (the "**Committee**", and together with the DIP ABL Agent, the Prepetition Noteholders and the DIP Note Agent, the "**Consultation Parties**"), is able to consummate the Sale, and whose Qualified Bid is received by the Sellers no later than the Bid Deadline is deemed qualified (a "**Qualified Bidder**").

Due Diligence

The Debtors will provide any Potential Bidder such due diligence access or additional information as the Debtors deem appropriate, which may include differentiations between the diligence provided to strategic and financial bidders, as appropriate, and contractual obligations to limit access to certain proprietary information. The due diligence period will extend through and including the Bid Deadline. Additional due diligence will not be provided after the Bid Deadline, unless otherwise deemed reasonably appropriate by the Debtors.

Provisions Governing Qualified Bids

A bid will be considered a "**Qualified Bid**" only if the bid is submitted by a Qualified Bidder and the Debtors determine, in consultation with the Consultation Parties, such bid complies with all of the following:

a. it is received by the Notice Parties prior to the Bid Deadline;

b. it states that the applicable Qualified Bidder offers to purchase, in cash, all of the Assets upon the terms and conditions that the Debtors, in consultation with the Consultation Parties, reasonably determine are no less favorable than those set forth in the Stalking Horse Agreement;

c. it includes a signed writing stating that the Qualified Bidder's offer is irrevocable until the selection of the Successful Bidder, provided that if such bidder is selected as the Successful Bidder or the Back-Up Bidder (each, as defined below), its offer shall remain irrevocable until the earlier of (i) the closing of the Sale to the Successful Bidder or the Back-Up Bidder and (ii) the date that is thirty (30) days after the Sale Hearing;

d. it includes confirmation that there is no condition precedent to the Qualified Bidder's ability to enter into a definitive agreement and that all necessary internal and shareholder approvals have been obtained prior to the submission of the bid;

e. it contains no due diligence or financing contingencies of any kind;

f. it includes a duly authorized and executed copy of an asset purchase agreement (which shall be substantially similar to the Stalking Horse Agreement), which includes the purchase price for the Assets expressed in U.S. Dollars (the "**Purchase Price**"), together with all exhibits and schedules thereto, together with a copy marked to show any amendments and modifications to the Stalking Horse Agreement (a "**Competing Purchase Agreement**") and a proposed order for approval of the Sale by this Court;

g. it specifies the liabilities proposed to be paid or assumed by such Qualified Bid;

h. it includes financial statements or other written evidence, including (if applicable) a firm, irrevocable commitment for financing, establishing the ability of the Qualified Bidder to consummate the proposed Sale and pay the Purchase Price in cash, such as will allow the Debtors, in consultation with the Consultation Parties, to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the transaction contemplated by the Competing Purchase Agreement;

i. it has a value to the Debtors, determined by the Debtors' reasonable business judgement after consultation with the Consultation Parties, that is greater than or equal to the sum of the value offered under the Stalking Horse Agreement, plus (a) the amount of the Stalking Horse Protections, plus (b) $500,000;

j. it identifies with particularity which Contracts and Leases the Qualified Bidder wishes to assume and provides details of the Qualified Bidder's proposal for the treatment of related Cure Costs and the provision of adequate assurance of future performance to the Counterparties to such Contracts and Leases;

k. it includes an acknowledgement and representation that the bidder: (a) has had an opportunity to conduct any and all required due diligence regarding the Assets prior to making its offer; (b) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its bid; (c) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Assets or the completeness of any information provided in connection therewith or with the Auction, except as expressly stated in the Competing Purchase Agreement; and (d) is not entitled to any expense reimbursement, break-up fee, or similar type of payment in connection with its bid;

l. it includes evidence, in form and substance reasonably satisfactory to the Debtors, in consultation with the Consultation Parties, of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the Competing Purchase Agreement;

m. it is accompanied by a good faith deposit in the form of a wire transfer (to a bank account specified by the Debtors), certified check or such other form acceptable to the Debtors, payable to the order of the Debtors (or such other party as the Debtors may determine) in an amount equal to ten percent (10%) of the purchase price provided for in the bid (a "**Good Faith Deposit**");

n. it states that the bidder consents to the jurisdiction of this Court; and

o. it contains such other information as may be reasonably requested by the Debtors, in consultation with the Consultation Parties.

Notwithstanding the foregoing, the Stalking Horse Bidder is deemed to be a Qualified Bidder and the Stalking Horse Bid shall be deemed to be a Qualified Bid, such that the Stalking Horse Bidder shall not be required to submit an additional Qualified Bid.

The Debtors reserve the right, in consultation with the Consultation Parties, to negotiate with any Qualified Bidder in advance of the Auction to cure any deficiencies in a bid that is not initially deemed a Qualified Bid.

As soon as reasonably practicable after the Bid Deadline, the Debtors shall notify the Consultation Parties, the Stalking Horse Bidder, and all Qualified Bidders in writing as to whether or not any bids (other than the Stalking Horse Agreement) constitute Qualified Bids, and will notify each Qualified Bidder that has submitted a bid (other than the Stalking Horse Bidder), whether such Qualified Bidder's bid constitutes a Qualified Bid promptly after such determination has been made.

Each Potential Bidder shall comply with all reasonable requests for additional information by the Debtors or their advisors regarding such Potential Bidder's financial wherewithal to consummate and perform obligations set forth in the Asset Purchase Agreement. Failure by the Potential Bidder to comply with requests for additional information may be a basis for the Debtors to determine that a Potential Bidder is not a Qualified Bidder and that bid made by a Potential Bidder or a Qualified Bidder is not a Qualified Bid.

Bid Deadline

A Potential Bidder that desires to make a bid shall deliver written copies of its bid to the following parties (collectively, the "**Notice Parties**"): (1) proposed counsel for the Debtors: Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, collins@rlf.com, and Michael J. Merchant, merchant@rlf.com; (2) Houlihan Lokey, Inc., 245 Park Avenue, 20th Floor, New York, NY 10167 Att: Chris Di Mauro, CDiMauro@HL.com, Steven Tishman, STishman@HL.com, and Sanaz Memarsadeghi, SMemarsadeghi@HL.com; (3) counsel to the Prepetition Noteholders and DIP Note Purchasers, (a) Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: My Chi To, mcto@debevoise.com, and Daniel E. Stroik, destroik@debevoise.com, and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neill, joneill@pszjlaw.com; (4) counsel to the ABL Administrative Agent and the ABL DIP Agent, (a) Riemer Braunstein LLP, Three Center Plaza, 6th Floor, Boston, Massachusetts, 02108, Attn: Donald E. Rothman, drothman@riemerlaw.com, Lon M. Singer, lsinger@riemerlaw.com, Jaime Rachel Koff, jkoff@riemerlaw.com, and Jeremy Levesque, jlevesque@riemerlaw.com, and (b) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor, Wilmington, Delaware 19801, Attn: Gregory A. Taylor, GTaylor@ashbygeddes.com; and (5) counsel to the Committee, if any, so as to be received by the foregoing parties no later than **5:00 p.m. (prevailing Eastern Time) on June 29, 2018** (the "**Bid Deadline**"). The Bid Deadline may be extended by the Debtors in consultation with the Consultation Parties, provided that such extension is not inconsistent with the Stalking Horse Agreement and related sale milestones set forth therein.

Evaluation of Competing Bids

A Qualified Bid will be valued by the Debtors, in consultation with the Consultation Parties, based upon several factors including, without limitation, (1) the amount of the Purchase Price provided by such bid, (2) the nature of the consideration provided by such bid, (3) the risks and timing associated with consummating such bid, (4) any proposed revisions to the Stalking Horse Agreement and/or the Proposed Sale Order, (5) whether any Qualified Bid contains a sufficient cash component to ensure that the Debtors' estates are not rendered administratively insolvent, and (6) any other factors deemed relevant by the Debtors, in consultation with the Consultation Parties.

No Qualified Bids

If the Debtors do not receive any Qualified Bids other than the Stalking Horse Agreement, the Debtors will not conduct an auction for the Assets and shall request at the Sale Hearing that the Stalking Horse Bidder be deemed the Successful Bidder upon expiration of the Bid Deadline.

Auction Process

If the Debtors receive one or more Qualified Bids in addition to the Stalking Horse Agreement, the Debtors will conduct the Auction, which shall take place at **10:00 a.m. prevailing Eastern Time on July 10, 2018**, at the office of Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 or such other date, time and location as shall be timely communicated to all entities entitled to attend the Auction. The Auction, which shall be recorded and transcribed, shall run in accordance with the following procedures:

a. only the Debtors, the Stalking Horse Bidder, any other Qualified Bidder that has timely submitted a Qualified Bid, the Consultation Parties, and the advisors to each of the foregoing shall be permitted to attend the Auction in person; *provided, however*, that any party in interest may attend (but not participate in) the Auction if any such party in interest provides the Debtors with written notice of its intention to attend the Auction on or before one (1) Business Day prior to the Auction, which written notice shall be sent to proposed counsel for the Debtors via electronic mail, to Michael J. Merchant, at merchant@rlf.com;

b. only the Stalking Horse Bidder and such other Qualified Bidders who have timely submitted Qualified Bids will be entitled to make any subsequent bids at the Auction;

c. each Qualified Bidder shall be required to confirm on the record that it has not engaged in any collusion, within the meaning of Section 363(n) of the Bankruptcy Code, with respect to any bids submitted or not submitted in connection with the Sale;

d. at least one (1) Business Day prior to the Auction, each Qualified Bidder who has timely submitted a Qualified Bid must inform the Debtors whether it intends to attend the Auction and all Qualified Bidders wishing to attend the Auction must have at least one individual representative with authority to bind such Qualified Bidder in attendance at the Auction in person; *provided* that in the event a Qualified Bidder elects not to attend the Auction, such Qualified Bidder's Qualified Bid shall nevertheless remain fully enforceable against such Qualified Bidder until the selection of the Successful Bidder and Back-Up Bidder (each, as defined below) at the conclusion of the Auction. At least twenty-four (24) hours prior to the time

scheduled for the commencement of the Auction (as provided in these Bidding Procedures), the Debtors will provide to all Qualified Bidders (including the Stalking Horse Bidder) copies of each Qualified Bid and identify to them the Qualified Bid that the Debtors believe, after consultation with the Consultation Parties, is the highest or otherwise best offer (the "**Starting Bid**");

e. all Qualified Bidders who have timely submitted Qualified Bids will be entitled to be present for all Subsequent Bids (as defined below) at the Auction and the actual identity of each Qualified Bidder will be disclosed on the record at the Auction;

f. the Debtors, in consultation with the Consultation Parties, may modify, employ and announce at the Auction additional or amended procedural rules that are reasonable under the circumstances for conducting the Auction, *provided* that such rules (i) are not materially inconsistent with the Bidding Procedures, the Bidding Procedures Order, the Bankruptcy Code, or any order of the Bankruptcy Court entered in connection herewith, (ii) do not purport to abrogate or modify the Stalking Horse Agreement or the Stalking Horse Protections and (iii) are disclosed to each Qualified Bidder attending the Auction;

g. bidding at the Auction will begin with the Starting Bid and continue in bidding increments (each, a "**Subsequent Bid**") providing a net value to the Debtors' estates of at least $250,000 above the prior bid or collection of bids (the "**Continuing Minimum Overbid Amount**"). After the first round of bidding and between each subsequent round of bidding, the Debtors, after consultation with the Consultation Parties, shall announce the bid (and the value of such bid) that they believe to be the highest or otherwise bid (each, the "**Leading Bid**");

h. a round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a Subsequent Bid with full knowledge of the Leading Bid;

i. except as specifically set forth herein, for the purpose of evaluating the value of the Purchase Price provided by each Subsequent Bid (including any Subsequent Bid by the Stalking Horse Bidder), the Debtors may give effect to the Stalking Horse Protections as well as any additional liabilities to be assumed by a Qualified Bidder, and any additional costs which may be imposed on the Debtors.

Selection of Successful Bid

Prior to the conclusion of the Auction, the Debtors, in consultation with the Consultation Parties, will review and evaluate each Qualified Bid submitted at the Auction (including by the Stalking Horse Bidder) in accordance with the procedures set forth herein and determine which offer is the highest or otherwise best offer (one or more such bids, collectively the "**Successful Bid**" and the bidder(s) making such bid(s), collectively, the "**Successful Bidder**"), and communicate to the Stalking Horse Bidder and the other Auction participants the identity of the Successful Bidder and the material details of the Successful Bid. The determination of the Successful Bid by the Debtors, in consultation with the Consultation Parties, at the conclusion of the Auction shall be final, subject only to approval by the Bankruptcy Court.

The Qualified Bidder(s) with the next highest or otherwise best Qualified Bid or collection of Qualified Bids, as determined by the Debtors, in consultation with the Consultation Parties, will be required to serve as a back-up bidder (each, a "**Back-Up Bidder**") and keep its bid open and irrevocable until the later to occur of (i) thirty (30) days after the Sale Hearing and (ii) closing on the Successful Bid with the

Successful Bidder; provided, however, the Stalking Horse Bidder is not required to serve as the Back-Up Bidder unless it chooses to participate in the Auction and bids against the proposed Alternative Transaction. If the Successful Bidder fails to consummate the Sale, the Debtors will be authorized to consummate the Sale with the Back-Up Bidder without further order of the Bankruptcy Court.

After announcing the Successful Bidder and the Back-Up Bidder on the record, the Debtors shall close the Auction. Following closing of the Auction, if the Stalking Horse Bidder is declared the Successful Bidder by the Debtors, neither the Debtors nor their representatives shall initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any person in connection with any sale or other disposition of the Assets.

Within one (1) Business Day after conclusion of the Auction, the Successful Bidder shall complete and execute all agreements, contracts, instruments and other documents necessary to consummate the Successful Bid. Within one (1) Business Day after conclusion of the Auction, the Debtors shall file a notice with the Bankruptcy Court identifying the Successful Bidder and the Back-Up Bidder.

The Debtors will sell the Assets to the Successful Bidder pursuant to the terms of the Successful Bid upon the approval of such Successful Bid by the Bankruptcy Court at the Sale Hearing.

Return of Deposits

All Good Faith Deposits shall be returned to a bidder not selected by the Debtors as the Successful Bidder or the Back-Up Bidder no later than five (5) Business Days following the conclusion of the Auction.

THE STALKING HORSE PROTECTIONS

In recognition of its expenditure of time, energy, and resources, the Debtors have agreed that if the Stalking Horse Bidder is not the Successful Bidder, the Debtors will pay, subject to the Bidding Procedures Order and the Stalking Horse Agreement, the Stalking Horse Bidder (i) a break-up fee equal to 3% of the Base Cash Amount (the "**Break-Up Fee**"), and (ii) reimbursement in an amount up to $2,000,000 for reasonable and documented out-of-pocket costs, fees and expenses (the "**Expense Reimbursement**", and together with the Break-Up Fee, the "**Stalking Horse Protections**"). The Stalking Horse Bidder shall provide documentation of the expenses for which it seeks reimbursement to counsel to the Debtors and the Consultation Parties. The Stalking Horse Protections shall be payable as provided for pursuant to the terms of the Bidding Procedures Order and the Stalking Horse Agreement.

SALE HEARING

The Debtors will seek entry of an order from the Bankruptcy Court at a hearing (the "**Sale Hearing**") to begin on or before [•], 2018 at [•] a/p.m. (prevailing Eastern Time), subject to the availability of the Bankruptcy Court, to approve and authorize the Sale to the Successful Bidder. Subject to the terms of the Stalking Horse Agreement, the Debtors reserve the right to change the date and/or time of the Sale Hearing (or any other dates related to the Sale) in order to achieve the maximum value for the Assets.

Exhibit 2

Form of Sale Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
THE ROCKPORT COMPANY, LLC, *et al.*,	)	Case No. 18-_____ (___)
Debtors.[1]	)	Jointly Administered
	)	**Re: Docket No. ___**

NOTICE OF SALE, BIDDING PROCEDURES, AUCTION, AND SALE HEARING

PLEASE TAKE NOTICE that the above-captioned debtors (collectively, the "**Debtors**") each filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the "**Court**") on May 14, 2018 (the "**Petition Date**").

PLEASE TAKE FURTHER NOTICE that, on the Petition Date, the Debtors filed a motion (the "**Bidding Procedures Motion**")[2] with the Court seeking entry of an order, among other things, granting the following relief in connection with the Debtors' proposed sale of substantially all of their Assets (the "**Sale**") (a) approving the Bidding Procedures pursuant to which the Debtors will solicit and select the highest and otherwise best offer for the Sale, (b) scheduling and conducting an auction (the "**Auction**"), if necessary, (c) establishing procedures for the assumption and assignment of executory contracts and unexpired leases in connection with the Sale, including notice of proposed Cure Costs (the "**Assumption and Assignment Procedures**") and (d) scheduling a hearing (the "**Sale Hearing**") to approve the Sale.

PLEASE TAKE FURTHER NOTICE that, on _____, 2018, the Court entered an order (the "**Bidding Procedures Order**") approving, among other things, the Bidding Procedures, which establish the key dates and times related to the Sale and the Auction. All interested bidders should carefully read the Bidding Procedures Order and the Bidding Procedures in their entirety.[3]

[1] The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Rockport Blocker, LLC (5097), The Rockport Group Holdings, LLC (3025), TRG 1-P Holdings, LLC (4756), TRG Intermediate Holdings, LLC (8931), TRG Class D, LLC (4757), The Rockport Group, LLC (5559), The Rockport Company, LLC (5456), Drydock Footwear, LLC (7708), DD Management Services LLC (8274), and Rockport Canada ULC (3548). The debtors' mailing address is 1220 Washington Street, West Newton, Massachusetts 02465.

[2] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Bidding Procedures Motion.

[3] To the extent of any inconsistencies between the Bidding Procedures and the summary descriptions of the Bidding Procedures in this notice, the terms of the Bidding Procedures shall control in all respects.

Contact Person for Parties Interested in Submitting a Bid

The Bidding Procedures set forth the requirements for becoming a Qualified Bidder and submitting a Qualified Bid, and any party interested in making an offer to purchase the Assets must comply strictly with the Bidding Procedures. Only Qualified Bids will be considered by the Debtors, in accordance with the Bidding Procedures.

Any interested bidder should contact, as soon as possible:

Houlihan Lokey, Inc.
245 Park Avenue, 20th Floor
New York, NY 10167
Attn: Chris Di Mauro, Steven Tishman, and Sanaz Memarsadeghi
CDiMauro@HL.com
STishman@HL.com
SMemarsadeghi@HL.com
(212) 497-4100

Obtaining Additional Information

Copies of the Bidding Procedures Motion, the Bidding Procedures and the Bidding Procedures Order, as well as all related exhibits, including the Stalking Horse Agreement and all other documents filed with the Court, are available free of charge on the Debtors' case information website, https://cases.primeclerk.com/rockport or can be requested by e-mail at Rockportinfo@primeclerk.com.

Important Dates and Deadlines

1. **Bid Deadline.** The deadline to submit a Qualified Bid is **June 29, 2018 at 5:00 p.m. (prevailing Eastern Time)**.

2. **Auction.** In the event that the Debtors timely receive a Qualified Bid in addition to the Qualified Bid of the Stalking Horse Bidder and subject to the satisfaction of any further conditions set forth in the Bidding Procedures, the Debtors intend to conduct an Auction for the Assets. The Auction, if one is held, will commence on **July 10, 2018 at 10:00 a.m. (prevailing Eastern Time)** at the office of Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, or such other date, time, and location as shall be timely communicated to all parties entitled to attend the Auction.

3. **Auction Objection and Sale Objection Deadlines**. The deadline to file an objection with the Court to the Sale Order, the Stalking Horse Bidder, or the Sale with the Stalking Horse Bidder (collectively, the "**Sale Objections**") is **June 27, 2018 at 4:00 pm. (prevailing Eastern Time)** (the "**Sale Objection Deadline**"). If the Auction is held, parties may object to the conduct of the Auction, the Successful Bidder, or the Sale with the Successful Bidder (other than the Stalking Horse Bidder), at the Sale Hearing (as defined below).

4. **Sale Hearing**. A hearing (the "**Sale Hearing**") to approve and authorize the Sale to the Successful Bidder will be held before the Court on or before _____, **2018 at __:__ a/p.m. (prevailing Eastern Time)** or such other date as determined by the Court.

Filing Objections

Sale Objections and Auction Objections, if any, must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court by no later than **the Sale Objection Deadline or Auction Objection Deadline,** as applicable, and (d) be served on (i) proposed counsel for the Debtors: Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, collins@rlf.com, and Michael J. Merchant, merchant@rlf.com, (ii) counsel to the Prepetition Noteholders and DIP Note Purchasers, (a) Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: My Chi To, mcto@debevoise.com, and Daniel E. Stroik, destroik@debevoise.com, and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neill, joneill@pszjlaw.com; (iii) counsel to the Collateral Agent and DIP Notes Agent, (a) Holland & Knight LLP, 131 South Dearborn Street, 30th Floor, Chicago, Illinois 60603, Attn: Joshua Spencer, joshua.spencer@khlaw.com, and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neil, joneill@pszjlaw.com, (iv) counsel to the ABL Administrative Agent and the ABL DIP Agent, (a) Riemer Braunstein LLP, Three Center Plaza, 6th Floor, Boston, Massachusetts, 02108, Attn: Donald E. Rothman, drothman@riemerlaw.com, Lon M. Singer, lsinger@riemerlaw.com, Jaime Rachel Koff, jkoff@riemerlaw.com, and Jeremy Levesque, jlevesque@riemerlaw.com, and (b) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor, Wilmington, Delaware 19801, Attn: Gregory A. Taylor, GTaylor@ashbygeddes.com; (v) counsel to the Stalking Horse Bidder, (a) Goodwin Procter LLP, The New York Times Building, 620 Eighth Avenue, New York, New York 10018, Attn: William Weintraub, wweintraub@goodwinlaw.com, (b) Goodwin Procter LLP, 100 Northern Avenue, Boston, Massachusetts 02210, Attn: Jon Herzog, jherzog@goodwinlaw.com and Joseph F. Bernardi, Jr., jbernardi@goodwinlaw.com, and (c) Pepper Hamilton LLP, Hercules Plaza, Suite 5100, 1313 Market Street, P.O. Box 1709, Wilmington, Delaware 19899, Attn: David Fournier, fournierd@pepperlaw.com and Evelyn Meltzer, meltzere@pepperlaw.com; (vi) counsel to the Committee, if any; and (vii) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801, Attn: Brya M. Keilson, brya.keilson@usdoj.gov.

CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION

Any party who fails to make a timely Sale Objection on or before the Sale Objection Deadline in accordance with the Bidding Procedures Order and this Notice shall be forever barred from asserting any Sale Objection, including with respect to the transfer of the assets free and clear of all liens, claims, encumbrances and other interests.

Any party who fails to make a timely Auction Objection on or before the Auction Objection Deadline in accordance with the Bidding Procedures Order and this Notice shall be forever barred from asserting any Auction Objection, including with respect to the transfer of the assets free and clear of all liens, claims, encumbrances and other interests.

SALE TO BE FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS

Except as provided in the Stalking Horse Agreement or another Successful Bidder's purchase agreement, all of the Debtors' right, title and interest in and to the Assets subject thereto shall be sold free and clear of any pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon to the maximum extent permitted by Section 363 of the Bankruptcy Code.

NO SUCCESSOR LIABILITY

The Sale will be free and clear of, among other things, any claim arising from any conduct of the Debtors prior to the closing of the Sale, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent or otherwise, so long as such claim arises out of or relates to events occurring prior to the closing of the Sale. Accordingly, as a result of the Sale, the Successful Bidder will not be a successor to any of the Debtors by reason of any theory of law or equity, and the Successful Bidder will have no liability, except as expressly provided in the Successful Bidder's Asset Purchase Agreement, for any liens, claims, encumbrances and other interests against or in any of the Debtors or the Assets under any theory of law, including successor liability theories.

Dated: _____, 2018
Wilmington, Delaware

/s/ DRAFT
Mark D. Collins (No. 2981)
Michael J. Merchant (No. 3854)
Amanda R. Steele (No. 5530)
Brendan J. Schlauch (No. 6115)
Megan E. Kenney (No. 6426)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: 302-651-7700
Fax: 302-651-7701
Email: collins@rlf.com
merchant@rlf.com
steele@rlf.com
schlauch@rlf.com
kenney@rlf.com

Proposed Counsel to the Debtors

Exhibit 3

Form of Potential Assumption and Assignment Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
THE ROCKPORT COMPANY, LLC, *et al.*,	)	Case No. 18-_____ (___)
Debtors.[1]	)	Jointly Administered
	)	**Re: Docket No. ___**

NOTICE OF POTENTIAL ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS OR UNEXPIRED LEASES AND CURE COSTS

PLEASE TAKE NOTICE THAT:

1. The above-captioned debtors (collectively, the "**Debtors**" or "**Sellers**") each filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Court**") on May 14, 2018 (the "**Petition Date**").

2. On the Petition Date, the Debtors filed a motion (the "**Bidding Procedures Motion**")[2] with the Court seeking entry of the Bidding Procedures Order. On _____, 2018, the Court entered the Bidding Procedures Order that, among other things, (a) approved the Bidding Procedures pursuant to which the Debtors will solicit and select the highest and otherwise best offer for the sale (the "**Sale**") of substantially all of the Debtors' Assets, (b) approved the form and manner of notice related to the Sale, (c) approved the procedures for the assumption and assignment of executory contracts and unexpired leases in connection with the Sale, including notice of proposed Cure Costs (the "**Assumption and Assignment Procedures**") and (d) scheduled the hearing (the "**Sale Hearing**") to enter an order approving the Sale to CB Marathon Opco, LLC (the "**Stalking Horse Bidder**") or, if another bidder prevails at the Auction, such other Successful Bidder (the "**Sale Order**") for **_____, 2018 at __:__ a/p.m. (prevailing Eastern Time)**.

3. **YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS A COUNTERPARTY TO A CONTRACT OR LEASE THAT MAY BE ASSUMED AND ASSIGNED TO A THE STALKING HORSE BIDDER OR OTHER**

[1] The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Rockport Blocker, LLC (5097), The Rockport Group Holdings, LLC (3025), TRG 1-P Holdings, LLC (4756), TRG Intermediate Holdings, LLC (8931), TRG Class D, LLC (4757), The Rockport Group, LLC (5559), The Rockport Company, LLC (5456), Drydock Footwear, LLC (7708), DD Management Services LLC (8274), and Rockport Canada ULC (3548). The debtors' mailing address is 1220 Washington Street, West Newton, Massachusetts 02465.

[2] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Bidding Procedures Motion.

SUCCESSFUL BIDDER AS PART OF THE SALE. If the Debtors assumes and assigns a Contract or Lease to which you are a party, on the Closing Date, or such later date as described below, you will be paid the amount the Debtors' records reflect is owing for any arrearages as of the Closing Date (such amount being the "**Cure Cost**"). A schedule listing the Contracts and Leases that may potentially be assumed and assigned as part of the Sale, and the proposed Cure Cost for each Contract and Lease, is attached hereto as Exhibit 1 (the "**Contracts List**") and may also be viewed free of charge on the Debtors' case information website, located at https://cases.primeclerk.com/rockport (the "**Case Management Website**"), or can be requested by e-mail at Rockportinfo@primeclerk.com. ***Each Cure Cost listed on the Contracts List represents all liabilities of any nature of the Debtors arising under a Contract or Lease prior to the closing of the Sale or other applicable effective date of the assumption and assignment of such Contract or Lease, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent or otherwise, so long as such liabilities arise out of or relate to events occurring prior to the Closing of the Sale or such later date of the assumption and assignment of such Contract or Lease, whether known or unkown, whether due or to become due, whether accrued, absolute, contingent or otherwise, so long as such liabilities arise out of or relate to events occurring prior to the closing of the Sale or other applicable effective date of the assumption and assignment of such Contract or Lease.***.

4. ***The presence of a Contract or Lease on the Contracts List attached hereto as Exhibit 1 does not constitute an admission that such Contract or Lease is an executory contract or unexpired lease or that such Contract or Lease will be assumed and assigned as part of the Sale. The Debtors and the Stalking Horse Bidder or other Successful Bidder reserve all of their rights, claims and causes of action with respect to the Contracts and Leases listed on the Contracts List attached hereto as Exhibit 1.*** In addition, under the terms of the Assumption and Assignment Procedures, unless otherwise provided in the Stalking Horse Bidders' or other Successful Bidder's Asset Purchase Agreement (as defined in the Bidding Procedures), at any time until two (2) days prior to the date of closing of the Sale, the Stalking Horse Bidder or other Successful Bidder may add or remove a Contract or Lease from the schedule attached to the Asset Purchase agreement setting forth the Contracts and Leases (the "**Purchased Contracts**") that will be assumed and assigned to such Stalking Horse Bidder or other Successful Bidder (such schedule, the "**Purchased Contracts Schedule**").

5. Pursuant to the Assumption and Assignment Procedures, objections to the proposed assumption and assignment of a Contract or Lease (an "**Assumption and Assignment Objection**"), including any objection relating to the Cure Cost or adequate assurance of the Stalking Horse Bidder's future ability to perform under the Contract or Lease must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Cost that the Counterparty believes is required to cure defaults under the relevant Contract or Lease, (d) be filed by no later than **June 28, 2018, at 4:00 p.m. (prevailing Eastern Time)** and (e) be served on (i) proposed counsel for the Debtors: Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, collins@rlf.com, and Michael J. Merchant, merchant@rlf.com, (ii) counsel to the Prepetition Noteholders and the DIP Note Purchasers, (a) Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: My Chi To, mcto@debevoise.com, and Daniel E. Stroik, destroik@debevoise.com, and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington,

Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neill, joneill@pszjlaw.com; (iii) counsel to the Collateral Agent and DIP Notes Agent, (a) Holland & Knight LLP, 131 South Dearborn Street, 30th Floor, Chicago, Illinois 60603, Attn: Joshua Spencer, joshua.spencer@khlaw.com, and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neil, joneill@pszjlaw.com, (iv) counsel to the ABL Administrative Agent and the ABL DIP Agent, (a) Riemer Braunstein LLP, Three Center Plaza, 6th Floor, Boston, Massachusetts, 02108, Attn: Donald E. Rothman, drothman@riemerlaw.com, Lon M. Singer, lsinger@riemerlaw.com, Jaime Rachel Koff, jkoff@riemerlaw.com, and Jeremy Levesque, jlevesque@riemerlaw.com, and (b) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor, Wilmington, Delaware 19801, Attn: Gregory A. Taylor, GTaylor@ashbygeddes.com; (v) counsel to the Stalking Horse Bidder, (a) Goodwin Procter LLP, The New York Times Building, 620 Eighth Avenue, New York, New York 10018, Attn: William Weintraub, wweintraub@goodwinlaw.com, (b) Goodwin Procter LLP, 100 Northern Avenue, Boston, Massachusetts 02210, Attn: Jon Herzog, jherzog@goodwinlaw.com and Joseph F. Bernardi, Jr., jbernardi@goodwinlaw.com, and (c) Pepper Hamilton LLP, Hercules Plaza, Suite 5100, 1313 Market Street, P.O. Box 1709, Wilmington, Delaware 19899, Attn: David Fournier, fournierd@pepperlaw.com and Evelyn Meltzer, meltzere@pepperlaw.com; (vi) counsel to the Committee, if any, and (vii) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801, Attn: Brya M. Keilson, brya.keilson@usdoj.gov (collectively, the "**Assumption and Assignment Objection Notice Parties**"). In the event that any previously-stated Cure Cost is modified, the Debtors will promptly serve a Supplemental Assumption and Assignment Notice, by overnight mail and, if known, e-mail, on the applicable Counterparty.

6. Information regarding the Stalking Horse Bidder's ability to provide adequate assurance of future under a Contract or Lease is available by contacting counsel to the Stalking Horse Bidder using the contact information set forth in paragraph 5 above.

7. If, following the Auction, the Stalking Horse Bidder is not the Successful Bidder, then the Debtors will (a) file the Notice of Auction Results, which will, among other things, include the identity of the Successful Bidder, (b) post such notice on the Case Management Website, and (c) serve such notice on each Counterparty then identified on the Purchased Contracts Schedule. Each such Counterparty will then have an opportunity to object to the ability of such Successful Bidder to provide adequate assurance of future performance with respect to such Counterparty's Contract or Lease (a "**Post-Auction Objection**"). Any Post-Auction Objection may be made at the Sale Hearing.

8. The Court will hear and determine any Assumption and Assignment Objections and Post-Auction Objections at the Sale Hearing or such other date that the Debtors and the Stalking Horse Bidder or other the Successful Bidder shall determine in their discretion with notice to the party having filed the Assumption and Assignment Objection or Post-Auction Objection (subject to the Court's calendar).

9. Upon objection by the non-debtor Contract counterparty to the Cure Costs asserted by the Debtors with regard to any Contract (such contract, a "**Disputed Contract**"), the Debtors, with the consent of the Successful Bidder, shall either settle the objection of such party or shall litigate such objection under such procedures as the Bankruptcy Court shall approve and

proscribe. In no event shall any the Debtors settle a Cure Costs objection with regard to any Purchased Contract without the express written consent of the Successful Bidder (with an email consent being sufficient). In the event that a dispute regarding the Cure Costs with respect to a Contract has not been resolved as of the Closing Date, the Debtors and the Successful Bidder shall nonetheless remain obligated to consummate the Transactions. Upon entry of an Order determining any Cure Costs regarding any Disputed Contract after the Closing (the "**Disputed Contract Order**"), the Successful Bidder shall have the option to designate the Disputed Contract as an Excluded Contract, in which case, for the avoidance of doubt, Successful Bidder shall not assume the Disputed Contract and shall not be responsible for the associated Cure Costs with such Disputed Contract; provided, however, that if Successful Bidder does not designate such Disputed Contract as an Excluded Contract within fifteen (15) days after the date of the Disputed Contract Order, such Disputed Contract shall automatically be deemed to be a Purchased Contract for all purposes under the Successful Bidder's Asset Purchase Agreement. Any Cure Costs associated with any Purchased Contract or any Disputed Contract which becomes a Purchased Contract shall be paid in accordance with the terms of the Successful Bidder's Asset Purchase Agreement.

CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION

UNLESS YOU FILE AN OBJECTION TO THE CURE COST AND/OR THE ASSUMPTION OR ASSIGNMENT OF YOUR CONTRACT OR LEASE IN ACCORDANCE WITH THE INSTRUCTIONS AND DEADLINES SET FORTH HEREIN, YOU SHALL BE (A) BARRED FROM OBJECTING TO THE CURE COST SET FORTH ON EXHIBIT 1, (B) ESTOPPED FROM ASSERTING OR CLAIMING ANY CURE COST AGAINST THE DEBTORS, THE STALKING HORSE BIDDER OR OTHER SUCCESSFUL BIDDER THAT IS GREATER THAN THE CURE COST SET FORTH ON EXHIBIT 1 AND (C) DEEMED TO HAVE CONSENTED TO THE ASSUMPTION AND/OR ASSIGNMENT OF YOUR CONTRACT OR LEASE.

OBTAINING ADDITIONAL INFORMATION

Copies of the Bidding Procedures Motion, the Bidding Procedures and the Bidding Procedures Order, as well as all related exhibits, including the Stalking Horse Agreement or other Asset Purchase Agreement and all other documents filed with the Court, are available free of charge on the Case Management Website or can be requested by e-mail Rockportinfo@primeclerk.com. This notice, the Auction, and the Sale Hearing are subject to the fuller terms and conditions of the Bidding Procedures Order, which shall control in the event of any conflict, and the Debtor and Stalking Horse Bidder encourage parties-in-interest to review such documents in their entirety.

Dated: _____, 2018
Wilmington, Delaware

/s/ DRAFT
Mark D. Collins (No. 2981)
Michael J. Merchant (No. 3854)
Amanda R. Steele (No. 5530)
Brendan J. Schlauch (No. 6115)
Megan E. Kenney (No. 6426)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: 302-651-7700
Fax: 302-651-7701
Email: collins@rlf.com
merchant@rlf.com
steele@rlf.com
schlauch@rlf.com
kenney@rlf.com

Proposed Counsel to the Debtors

Exhibit B

Stalking Horse Agreement

Exhibit K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
THE ROCKPORT COMPANY, LLC, *et al.*,	)	Case No. 18-_____ (___)
Debtors.[1]	)	Joint Administration Requested

MOTION OF DEBTORS FOR ENTRY OF INTERIM AND FINAL ORDERS AUTHORIZING (I) DEBTORS TO PAY CLAIMS OF CRITICAL AND FOREIGN VENDORS IN THE ORDINARY COURSE OF BUSINESS AND (II) FINANCIAL INSTITUTIONS TO HONOR AND PROCESS RELATED CHECKS AND TRANSFERS

The Rockport Company, LLC ("**Rockport**") and certain of its affiliates that are debtors and debtors in possession (collectively, the "**Debtors**") in the above-captioned Chapter 11 cases (the "**Chapter 11 Cases**") hereby file this motion (this "**Motion**") for entry of interim and final orders, under Sections 105(a), 363(b), 1107(a) and 1108 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, *et. seq.* (the "**Bankruptcy Code**"), (i) authorizing, but not directing, the Debtors to pay prepetition obligations of certain (a) vendors, suppliers, service providers, and similar entities that provide goods or services critical to the ongoing operation of the Debtors' business (the "**Critical Vendors**," whose claims are the "**Critical Vendor Claims**") in the ordinary course in an amount not to exceed $2,000,000.00 on an interim basis and $2,000,000.00 on a final basis (for both interim and final periods, the "**Critical Vendor Claims Cap**"), and (b) foreign vendors, suppliers, and service providers that provide goods or services critical to the

[1] The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Rockport Blocker, LLC (5097), The Rockport Group Holdings, LLC (3025), TRG 1-P Holdings, LLC (4756), TRG Intermediate Holdings, LLC (8931), TRG Class D, LLC (4757), The Rockport Group, LLC (5559), The Rockport Company, LLC (5456), Drydock Footwear, LLC (7708), DD Management Services LLC (8274), and Rockport Canada ULC (3548). The debtors' mailing address is 1220 Washington Street, West Newton, Massachusetts 02465.

ongoing operation of the Debtors' business (the "**Foreign Vendors**," whose claims are the "**Foreign Vendor Claims**") in the ordinary course in an amount not to exceed $12,000,000.00 on an interim basis and $20,000,000.00 on a final basis (for both interim and final periods, the "**Foreign Vendor Claims Cap**"); and (ii) authorizing applicable banks and financial institutions to receive, process, honor and pay any and all checks drawn on the Debtors' general disbursement account and other transfers to the extent these checks and transfers relate to any of the foregoing. This Motion is supported by the *Declaration of Paul Kosturos in Support of Debtors' Chapter 11 Petitions and First Day Motions* (the "**First Day Declaration**") filed concurrently herewith.[2] In further support of this Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. Venue of the Chapter 11 Cases and related proceedings is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

2. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2) and, pursuant to Rule 9013-1(f) the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

[2] Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the First Day Declaration.

BACKGROUND

3. On the date hereof (the "**Petition Date**"), the Debtors filed voluntary petitions in this Court commencing the Chapter 11 Cases for relief under the Bankruptcy Code. The Debtors have continued in possession of their property and have continued to operate and manage their businesses as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

4. No request has been made for the appointment of a trustee or examiner, and no official committee has been appointed in the Chapter 11 Cases.

5. Debtor Rockport Canada ULC is the operating entity for the Debtors' business in Canada. The Debtors anticipate commencing an ancillary proceeding under Part IV of the Companies' Creditors Arrangement Act (Canada) in Toronto, Ontario, Canada before the Ontario Superior Court of Justice (Commercial List). Additional information about the Debtors' businesses and affairs, capital structure and prepetition indebtedness and the events leading up to the Petition Date can be found in the First Day Declaration, which is incorporated herein by reference.

REQUEST FOR AUTHORITY TO PAY CRITICAL VENDOR CLAIMS AND FOREIGN VENDOR CLAIMS

6. The Debtors and their non-debtor affiliates are a leading global designer, distributor and retailer of comfort footwear. In the ordinary course of business, the Debtors incur various obligations to numerous domestic Critical Vendors and Foreign Vendors (collectively, the "**Vendors**"). The Debtors rely on the Vendors, which are located in the United States and throughout the world, to supply various goods and services that are crucial to the Debtors' ongoing, domestic and global operations.

7. As further described in the First Day Declaration, the Debtors have entered into the Stalking Horse Agreement pursuant to which the Stalking Horse Bidder has agreed to purchase substantially all of the Debtors' assets subject to better and higher offers through a Court approved sale process. Accordingly, in an exercise of their business judgment, the Debtors have determined that continuing to receive specialized goods and services from the Vendors is necessary to operate their business during the pendency of these Chapter 11 Cases and for preservation of the value of the Debtors' assets through the sale process, thereby maximizing the value for all stakeholders. The Debtors seek the authority to pay those Critical Vendor Claims and Foreign Vendor Claims (collectively, the "**Vendor Claims**"), that they determine, in their sole discretion, are necessary or appropriate. Without this relief, the Debtors believe that the Vendors may cease providing goods and services, which would disrupt the Debtors' operations and could cause substantial delays, great expense, and irreparable harm to the Debtors' estates. Further, such a disruption would negatively impact the value of the Debtors' assets during the sale process.

A. Critical Vendors

8. The Debtors rely on their access to and relationship with a network of Critical Vendors, including domestic vendors, suppliers, and service providers. The Debtors' ability to generate income is dependent on sales of premium footwear, which is dependent upon customer traffic and satisfaction. As such, the Debtors seek to maintain their access to and relationship with the Critical Vendors in order to continue operations in the ordinary course and facilitate a smooth transition into these Chapter 11 Cases.

9. The Debtors use a variety of vendors to provide services, including information technology services, advertising, and other consultants critical to operating the Debtors' business. In many instances, these Critical Vendors are the only vendors able to provide the

required services to meet the Debtors' operational needs. Anticipating this situation, the Debtors, with the assistance of their advisors, spent significant time prior to the Petition Date reviewing and analyzing their books and records, open accounts payable systems, and prepetition vendor lists to identify those vendors and suppliers that are in fact critical to the Debtors' operations, the loss of which could materially harm the Debtors' businesses or impair going-concern viability. These Critical Vendors have a detailed understanding of the Debtors' operations and products. Even if it were commercially practicable to replace and retrain new service providers, the efforts expended to locate and replace the current Critical Vendors and the time required to do so would detract from the goals of these Chapter 11 Cases, reducing recoveries for the Debtors, their creditors and all parties in interest. Any loss of these Critical Vendors during the time following the commencement of the Chapter 11 Cases will impair the Debtors' effort to preserve and maximize the value of their estates. Accordingly, to preserve the value of the Debtors' estates as a going concern through the Debtors' sale process and to assuage any concerns of the Critical Vendors, the Debtors must have the ability to continue to fund the Critical Vendors on an uninterrupted basis.

B. Foreign Vendors

10. The Debtors are making every effort to ensure the stability of their global supply chain, and, by extension, their ability to signal a clear "business as usual" message to Foreign Vendors and individual customers. The Debtors rely entirely on Foreign Vendors, including suppliers and service providers, to source and manufacture all of the merchandise (the "**Merchandise**") sold across the Debtors' global enterprise, from manufacturing facilities located

in Brazil, China, India, and Vietnam to the Debtors' distribution warehouses located in the United States, Canada, Portugal, Korea, and Japan.[3]

11. Unlike the Debtors' domestic Critical Vendors, many of the Foreign Vendors have little or no connection to the United States. Because of the global nature of the Debtors' business, the Foreign Vendors may argue that they are not subject to the jurisdiction of this Court or the automatic stay of the Bankruptcy Code. Because the Foreign Vendors may lack minimum contacts with the United States, the Debtors believe that there is a material risk that the Foreign Vendors holding Foreign Vendor Claims may consider themselves beyond the jurisdiction of this Court, disregard the automatic stay, and engage in conduct that disrupts the Debtors' operations, including but not limited to, exercising self-help remedies under local law, if applicable, and instituting litigation in a foreign forum seeking recovery of outstanding prepetition obligations. Such actions would cause immediate disruption to the Debtors' ongoing operations, both domestic and abroad, and would divert the Debtors' attention away from maximizing the value of their estates. To preserve the value of the Debtors' estates as a going concern through the Debtors' sale process and to assuage any concerns of the Foreign Vendors, the Debtors must have the ability to continue to fund the Foreign Vendors on an uninterrupted basis.

C. Customary Trade Terms

12. If authorized to pay the Vendor Claims, the Debtors propose, in their sole discretion, to condition payments to the Vendors upon agreement by the applicable Vendor to continue to provide as favorable trade terms, practices, and programs (including credit limits,

[3] The Debtors do not seek authority to pay the Shipping and Warehousing Claims of any foreign Shipper or Warehouseman (collectively, as defined in the Shipper Motion, defined below) pursuant to this Motion. The Debtors instead seek this authority to pay claims of its foreign Shippers and Warehouseman as set forth in the *Motion of the Debtors for Entry of Interim and Final Orders Authorizing (I) the Debtors to Pay Certain Prepetition Claims of Shippers and Warehousemen and (II) Financial Institutions to Honor and Process Related Checks and Transfers* (the "**Shipper Motion**") filed contemporaneously herewith.

pricing, cash discounts, timing of payments, allowances, product mix, availability, and other programs) as those trade terms, practices, and programs in place in the 180 days prior to the Petition Date (collectively, the "**Customary Trade Terms**").

13. However, if any Vendor accepts payment on account of a prepetition obligation of the Debtors and thereafter does not continue to provide goods or services to the Debtors on Customary Trade Terms, then the Debtors seek authority to, in their sole discretion, seek approval of the Court to (a) deem such payment to apply only to post-petition amounts payable to such Vendor, if applicable, or (b) take any and all appropriate steps to cause such Vendor to repay payments made to it on account of its prepetition Vendor Claim to the extent that such payments exceed the post-petition amounts then owing to such Vendor. Upon recovery of such payment by the Debtor, such claim will be reinstated as a prepetition claim in the amount so recovered. The Debtors also seek authorization but not direction to obtain written verification, before issuing payment to a Vendor, that such Vendor will continue to provide goods and services to the Debtors on Customary Trade Terms for the remaining term of the Vendor's agreement with the Debtors; *provided, however*, that the absence of such written verification will not limit the Debtors' rights sought hereunder.

RELIEF REQUESTED

14. By this Motion, and pursuant to Sections 105(a), 363, 1107(a), and 1108 of the Bankruptcy Code, the Debtors seek entry of an interim and final order (the "**Proposed Orders**"), (i) authorizing, but not directing, the Debtors to pay prepetition obligations of certain (a) Critical Vendors in the ordinary course in an amount not to exceed the applicable Critical Vendor Claims Cap, and (b) Foreign Vendors in the ordinary course in an amount not to exceed the applicable Foreign Vendor Claims Cap; and (ii) authorizing applicable banks and financial institutions to receive, process, honor and pay any and all checks drawn on the Debtors' general disbursement

account and other transfers to the extent these checks and transfers relate to any of the foregoing. For the avoidance of doubt, the Debtors are not seeking to prepay any Vendor's Claims.

BASIS FOR RELIEF REQUESTED

A. Payment of Vendor Claims is Appropriate Under Sections 363(b) and 105(a) of the Bankruptcy Code and the Doctrine of Necessity

15. The Court has authority under Sections 363(b) and 105(a) of the Bankruptcy Code to approve the Debtors' payment of Vendor Claims. Under Section 363(b)(1) of the Bankruptcy Code, a debtor may, in the exercise of its sound business judgment and after notice and a hearing, "use, sell or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1); *see also Official Comm. of Unsecured Creditors of LTV Aerospace & Defense Co. v. LTV Corp. (In re Chateaugay Corp.)*, 973 F.2d 141, 143 (2d Cir. 1992) (holding that a court may approve an application under Section 363(b) upon a showing of a good business reason for the disposition). For a court to approve the use, sale, or lease of estate property under Section 363(b) of the Bankruptcy Code, the debtor must "articulate some business justification, other than mere appeasement of major creditors . . . ." *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (holding that the debtor's payment of prepetition claims was necessary to protect its business and to ensure successful reorganization).

16. Likewise, Section 105(a) of the Bankruptcy Code empowers the Court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." 11 U.S.C. § 105(a). A bankruptcy court's use of its equitable powers to "authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept." *Ionosphere Clubs*, 98 B.R. at 175. Section 105 permits a court to authorize the "pre-plan payment of a pre-petition obligation when

essential to the continued operation of the debtor." *In re NYR L.P.*, 147 B.R. 126, 127 (Bankr. E.D. Va. 1992) (*citing Ionosphere Clubs*, 98 B.R. at 177).

17. The Debtors further submit that payment of Vendor Claims is necessary and appropriate and may be authorized under Sections 363(b) and 105(a) of the Bankruptcy Code pursuant to the "doctrine of necessity." In a Chapter 11 case, the doctrine of necessity is a mechanism by which the bankruptcy court can exercise its equitable power to allow payment of prepetition claims. *See In re Lehigh & New England Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (holding that a court may authorize payment of prepetition claims when payment is essential to continued operation of the debtor, such as where there is a "possibility that the creditor will employ an immediate economic sanction, failing such payment"); *In re Penn Cent. Transp. Co.*, 467 F.2d 100, 102 n.1 (3d Cir. 1972) (holding that the doctrine of necessity "permit[s] immediate payment of claims of creditors where those creditors will not supply services or material essential to the conduct of the business until their pre-reorganization claims shall have been paid"); *In re Just for Feet, Inc.*, 242 B.R. 821, 824 (D. Del. 1999) (noting that Section 105 and the doctrine of necessity provide courts with authority to permit payment of prepetition claims necessary to facilitate a successful reorganization); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191-92 (Bankr. D. Del. 1994) (noting that debtors may pay prepetition claims that are essential to continued operation of business). The rationale for the doctrine of necessity is consistent with the paramount goal of Chapter 11—"facilitating the continued operation and rehabilitation of the debtor." *In re Ionosphere Clubs, Inc.*, 98 B.R. at 176.

18. The relief requested in this motion is an appropriate exercise of the Debtors' business judgment under Sections 363(b) and 105(a) of the Bankruptcy Code. Payment of Vendor Claims is necessary to ensure continued operation of the Debtors' business and, in turn,

preserve and enhance the value of the Debtors' estates. The Debtors have carefully reviewed their accounts payable and undertaken a process to identify vendors, suppliers, and service providers essential to ongoing operations. Without the Vendors' services, the Debtors may be forced to halt most, if not all, ongoing business immediately while they search for substitute vendors, if any even exist, and the Debtors could be forced to forgo existing favorable trade terms.

19. Moreover, as noted above, the Debtors have determined that the Vendors—particularly the Foreign Vendors—may take drastic actions, including actions in contravention of the automatic stay, if the Vendor Claims are not paid. Irrespective of the accuracy of any Vendor's belief that the automatic stay does not apply to these actions, the consequences of such actions would be severe and irreparable. Even if the Foreign Vendors' legal arguments are completely without merit, it is unlikely that the Debtors could seek and obtain orders from all the appropriate foreign courts forcing such Foreign Vendors to discontinue the offending activities within the time frame necessary to avoid irreparable harm to the Debtors'.

20. Given the necessity of the products and services provided by the Vendors, and the potentially disruptive behavior that some Vendors may exhibit, it is beyond reproach that the Debtors' exercise of business judgment is appropriate, here. Indeed, this Court and other courts have routinely granted the same or similar relief as requested in the Motion to Chapter 11 debtors. Similar relief is warranted here, and the Court should authorize the payment of Vendor Claims under Sections 363(b) and 105(a) of the Bankruptcy Code and the doctrine of necessity.

B. The Debtors Should Be Authorized to Pay Vendor Claims Under Sections 1107(a) and 1108 of the Bankruptcy Code

21. The Debtors are operating their business as debtors in possession under Sections 1107(a) and 1108 of the Bankruptcy Code and, therefore, are fiduciaries "holding the

bankruptcy estate[s] and operating the business[es] for the benefit of [their] creditors and (if the value justifies) [their] equity owners." *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002). A Chapter 11 debtor in possession has the implicit duty "to protect and preserve the estate, including an operating business's going-concern value." *Id.*

22. Courts have noted that a debtor in possession can, in certain instances, fulfill its fiduciary duty "only . . . by the preplan satisfaction of a prepetition claim." *Id.* The *CoServ* court specifically noted that preplan satisfaction of prepetition claims would be a valid exercise of a debtor's fiduciary duty when the payment "is the only means to effect a substantial enhancement of the estate." *Id.* The court provided a three-prong test for determining whether a preplan payment on account of a prepetition claim was a valid exercise of a debtor's fiduciary duty:

> First, it must be critical that the debtor deal with the claimant. Second, unless it deals with the claimant, the debtor risks the probability of harm, or, alternatively, loss of economic advantage to the estate or the debtor's going concern value, which is disproportionate to the amount of the claimant's prepetition claim. Third, there is no practical or legal alternative by which the debtor can deal with the claimant other than by payment of the claim.

Id. at 498.

23. Payment of the Vendor Claims meets each element outlined in *CoServ*. First, it is critical that the Debtors deal with the Vendors because the Vendors provide goods and services necessary to the Debtors' ongoing operations. Second, the Debtors believe that the Vendors would otherwise refuse to, or would be unable to, provide goods and services to the Debtors on a postpetition basis if their prepetition balances are not paid. Accordingly, not paying Vendor Claims harms the Debtors financially because losing access postpetition to the necessary goods and services provided by the Vendors may force the Debtors to halt ongoing business and potentially forgo existing favorable trade terms. Such an interruption would cause the Debtors irreparable harm, which would jeopardize the Debtors' sale efforts. Third, the Debtors have

examined other options short of payment of Vendor Claims and have determined that, to avoid any unexpected or inopportune interruptions to their business operations, there is no practical alternative to paying Vendor Claims consistent with the applicable Critical Vendor Claims Cap or Foreign Vendor Claims Cap. Therefore, the Debtors submit that paying Vendor Claims is a sound exercise of their fiduciary duties as debtors in possession under Sections 1107(a) and 1108 of the Bankruptcy Code.

C. Applicable Banks and Other Financial Institutions Should Be Authorized To Honor and Process Related Checks and Transfers

24. As a result of the commencement of the Chapter 11 Cases, and in the absence of an order of the Court providing otherwise, the Debtors' checks, wire transfers and direct deposit transfers for the Vendor Claims may be dishonored or rejected by banks and other financial institutions. The Debtors represent that each of these checks or transfers is or will be drawn on the Debtors' operating accounts and can be readily identified as relating directly to payment of the Vendor Claims.

25. Accordingly, the Debtors also request that all applicable banks and other financial institutions be authorized to (a) receive, process, honor and pay all checks presented for payment of, and to honor all fund transfer requests made by the Debtors related to, the claims that the Debtors request authority to pay in this Motion, regardless of whether the checks were presented or fund transfer requests were submitted before, on or after the Petition Date and (b) rely on the Debtors' designation of any particular check as approved by order of the Court.

NECESSITY OF IMMEDIATE RELIEF AND WAIVER OF STAY

26. Bankruptcy Rule 6003 provides that "[e]xcept to the extent that relief is necessary to avoid immediate and irreparable harm, the court shall not, within 21 days after the filing of the petition, issue an order granting . . . (b) a motion to use, sell, lease, or otherwise incur an

obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition . . . ." Fed. R. Bankr. P. 6003. As discussed above, the Debtors believe that they will need to make upcoming payments to Vendors. If the Debtors are not permitted to continue their ordinary business operations by continuing to pay the Vendor Claims, the Debtors could suffer immediate and irreparable harm. Accordingly, the Debtors respectfully submit that, because of the reasons set forth herein, Bankruptcy Rule 6003 has been satisfied.

27. The urgency of the relief requested justifies immediate relief. To ensure the relief requested is implemented immediately, the Debtors request that the Court waive the notice requirements under Bankruptcy Rule 6004(a). The Debtors also request that, to the extent applicable to the relief requested in this Motion, the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 6004(h). As described above, the relief that the Debtors seek in this Motion is necessary for the Debtors to operate their businesses without interruption and to preserve value for their estates. Accordingly, the Debtors respectfully request that the Court waive the 14-day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

DEBTORS' RESERVATION OF RIGHTS

28. Nothing contained herein is intended or should be construed as or deemed to constitute an agreement or admission as to the validity of any claim against the Debtors on any grounds, a waiver or impairment of the Debtors' rights to dispute any claim on any grounds or an assumption or rejection of any agreement, contract or lease under Section 365 of the Bankruptcy Code. The Debtors expressly reserve their rights to contest any claims related to the Vendor

Claims. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any claim or a waiver of the Debtors' rights to dispute such claim subsequently.

NOTICE

29. Notice of this Motion will be given to: (i) Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Brya M. Keilson, brya.keilson@usdoj.gov; (ii) the Debtors' thirty (30) largest unsecured creditors, as identified in their Chapter 11 petitions; (iii) counsel to the Prepetition Noteholders and DIP Note Purchasers, (a) Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: My Chi To, mcto@debevoise.com, and Daniel E. Stroik, destroik@debevoise.com, and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neill, joneill@pszjlaw.com; (iv) counsel to the Collateral Agent and DIP Notes Agent, (a) Holland & Knight LLP, 131 South Dearborn Street, 30th Floor, Chicago, Illinois 60603, Attn: Joshua Spencer, joshua.spencer@khlaw.com, and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neil, joneill@pszjlaw.com; (v) counsel to the ABL Administrative Agent and ABL DIP Agent, (a) Riemer Braunstein LLP, Three Center Plaza, 6th Floor, Boston, Massachusetts, 02108, Attn: Donald E. Rothman, drothman@riemerlaw.com, Lon M. Singer, lsinger@riemerlaw.com, Jaime Rachel Koff, jkoff@riemerlaw.com, and Jeremy Levesque, jlevesque@riemerlaw.com, and (b) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor, Wilmington, Delaware 19801, Attn: Gregory A. Taylor, GTaylor@ashbygeddes.com; (vi) counsel to the Stalking Horse Bidder, (a) Goodwin Procter LLP, 100 Northern Avenue, Boston, Massachusetts 02210, Attn: Jon Herzog, jherzog@goodwinlaw.com and Joseph F. Bernardi, Jr.,

jbernardi@goodwinlaw.com, (b) Goodwin Procter LLP, The New York Times Building, 620 Eighth Avenue, New York, New York 10018, Attn: William Weintraub, wweintraub@goodwinlaw.com, and (c) Pepper Hamilton LLP, Hercules Plaza, Suite 5100, 1313 Market Street, P.O. Box 1709, Wilmington, Delaware 19899, Attn: David Fournier, fournierd@pepperlaw.com and Evelyn Meltzer, meltzere@pepperlaw.com; and (vii) all parties entitled to notice pursuant to Local Rule 9013-1(m). A copy of this Motion and any order approving it will also be made available on the Debtors' case information website located at *http://www.cases.primeclerk.com/rockport.* The Debtors submit that, under the circumstances, no other or further notice is required.

NO PRIOR REQUEST

30. The Debtors have not previously sought the relief requested herein from the Court or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Orders substantially in the forms attached hereto as Exhibits A and B, respectively, granting the relief requested in the Motion and such other and further relief as may be just and proper.

Dated: May 14, 2018
Wilmington, Delaware

/s/ Mark D. Collins

Mark D. Collins (No. 2981)
Michael J. Merchant (No. 3854)
Amanda R. Steele (No. 5530)
Brendan J. Schlauch (No. 6115)
Megan E. Kenney (No. 6426)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: 302-651-7700
Fax: 302-651-7701
Email: collins@rlf.com
merchant@rlf.com
steele@rlf.com
schlauch@rlf.com
kenney@rlf.com

Proposed Counsel to the Debtors

Exhibit A

Proposed Interim Order

Exhibit K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
THE ROCKPORT COMPANY, LLC, *et al.*,	)	Case No. 18-_____ (___)
Debtors.[1]	)	Joint Administration Requested
	)	**Re: Docket No. ___**

INTERIM ORDER AUTHORIZING (I) DEBTORS TO PAY CLAIMS OF CRITICAL AND FOREIGN VENDORS IN THE ORDINARY COURSE OF BUSINESS AND (II) FINANCIAL INSTITUTIONS TO HONOR AND PROCESS RELATED CHECKS AND TRANSFERS

Upon the motion (the "**Motion**")[2] of The Rockport Company, LLC ("**Rockport**") and certain of its affiliates that are debtors and debtors in possession (collectively, the "**Debtors**") in the above-captioned Chapter 11 cases (the "**Chapter 11 Cases**") for entry of interim and final orders, pursuant to Sections 105(a), 363(b), 1107(a) and 1108 of the Bankruptcy Code, (i) authorizing, but not directing, the Debtors to pay prepetition obligations of certain (a) Critical Vendors in the ordinary course in an amount not to exceed the applicable Critical Vendor Claims Cap, and (b) Foreign Vendors in the ordinary course in an amount not to exceed the applicable Foreign Vendor Claims Cap; and (ii) authorizing applicable banks and financial institutions to receive, process, honor and pay any and all checks drawn on the Debtors' general disbursement

[1] The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Rockport Blocker, LLC (5097), The Rockport Group Holdings, LLC (3025), TRG 1-P Holdings, LLC (4756), TRG Intermediate Holdings, LLC (8931), TRG Class D, LLC (4757), The Rockport Group, LLC (5559), The Rockport Company, LLC (5456), Drydock Footwear, LLC (7708), DD Management Services LLC (8274), and Rockport Canada ULC (3548). The debtors' mailing address is 1220 Washington Street, West Newton, Massachusetts 02465.

[2] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

account and other transfers to the extent these checks and transfers relate to any of the foregoing, as more fully described in the Motion; and the Court having jurisdiction to consider the matters raised in the Motion pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having authority to hear the matters raised in the Motion pursuant to 28 U.S.C. § 157; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Motion and the requested relief being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and due and proper notice of the Motion and opportunity for a hearing on the Motion having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and the First Day Declaration; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their creditors, their estates and all other parties in interest; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is hereby granted on an interim basis, as set forth herein.

2. The Debtors are authorized, but not directed, in the reasonable exercise of their business judgment, to pay all or part of and discharge, on a case-by-case basis, (i) the Critical Vendor Claims in an amount not to exceed $2,000,000.00 (the "**Critical Vendor Claims Cap**"); and (ii) the Foreign Vendor Claims in an amount not to exceed $12,000,000.00 on an interim basis, absent further order of the Court (the "**Foreign Vendor Claims Cap**").

3. The Debtors shall maintain a matrix summarizing (i) the name of each Critical or Foreign Vendor paid on account of its Critical or Foreign Vendor Claim, and (ii) the amount paid by each Debtor payor to each Critical or Foreign Vendor on account of its Critical or Foreign Vendor Claim. This matrix shall be provided on a weekly basis, one week in arrears, to counsel for the DIP ABL Agent and DIP Note Purchasers and the professionals retained by any statutory committee appointed in the Chapter 11 Cases, if any; *provided, however*, that the matrix shall be considered confidential.

4. The Debtors are authorized, but not directed, to condition payment to the Vendors upon agreement by the Vendor to (i) accept such payment in satisfaction of all or a part of its Vendor Claim, and (ii) continue to provide supplies or services to the Debtors during these Chapter 11 Cases on Customary Trade Terms.

5. As a further condition of receiving payment of a Vendor Claim, the Debtors, in their sole discretion, are authorized, but not directed, to require that the applicable Vendor agrees to take whatever action is necessary to remove any existing Liens or Interests at such Vendor's sole cost and expense and waive any right to assert a Lien or Interest on account of the paid claim of such Vendor.

6. Subject to entry of a final order, if a Vendor that has received payment of a Vendor Claim later refuses to continue to supply Merchandise or services for the applicable period in compliance with this Interim Order, then the Debtors may, in their sole discretion, seek approval of the Court to (a) deem such payment to apply only to post-petition amounts payable to such Vendor, if applicable, or (b) take any and all appropriate steps to cause such Vendor to repay payments made to it on account of its prepetition Vendor Claim to the extent that such payments exceed the post-petition amounts then owing to such Vendor. Upon recovery of such

payment by the Debtors, such claim shall be reinstated in such an amount as to restore the Debtors and the applicable Vendor to their original positions, as if the payment of the creditor's Vendor Claim had not been made, and all rights of Shippers and Warehousemen are hereby reserved.

7. To the extent a Vendor fails to comply with the Customary Trade Terms or the terms of this Interim Order, the Debtors' rights to treat any payment made pursuant to this Interim Order as an unauthorized postpetition transfer and to exercise any and all appropriate remedies are reserved, and all rights of Shippers and Warehousemen are hereby reserved.

8. All applicable banks and other financial institutions are hereby authorized to receive, process, honor and pay all checks presented for payment of, and to honor all fund transfer requests made by the Debtors related to, the claims that the Debtors requested authority to pay in the Motion, regardless of whether the checks were presented or fund transfer requests were submitted on, before or after the Petition Date. Such banks and financial institutions are authorized to rely on the representations of the Debtors as to which checks are issued or authorized to be paid pursuant to this Order without any duty of further inquiry and without liability for following the Debtors' instructions.

9. The Debtors are authorized, but not directed, to issue new post-petition checks, or effect new fund transfers, for the Vendor Claims to replace any prepetition checks or fund transfer requests that may be dishonored or rejected and to reimburse the relevant Vendor or the applicable payee, as the case may be, for any fees or costs incurred by them in connection with a dishonored check or voided check or funds transfer.

10. The requirements set forth in Bankruptcy Rule 6003 are satisfied by the Motion or otherwise deemed waived.

11. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

12. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Interim Order shall be effective and enforceable immediately upon entry hereof.

13. Nothing in this Interim Order or the Motion shall be deemed to constitute the assumption or adoption of any agreement under Bankruptcy Code Section 365.

14. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Interim Order.

15. A final hearing to consider the relief requested in the Motion shall be held on _____, 2018 at _____ (Eastern Time).

16. Any objection to the entry of a final order granting the relief requested in the Motion shall be filed with the Court and served on: (i) the Debtors, c/o The Rockport Company, LLC, 1220 Washington Street, West Newton, Massachusetts 02465, Attn: Paul Kosturos; (ii) proposed counsel to the Debtors: Richards, Layton & Finger, P.A., 920 N. King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins; (iii) counsel to the Prepetition Noteholders and DIP Note Purchasers, (a) Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: My Chi To, mcto@debevoise.com, and Daniel E. Stroik, destroik@debevoise.com and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801 Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neill, joneill@pszjlaw.com; (iv) counsel to the Collateral Agent and DIP Notes Agent, (a) Holland & Knight LLP, 131 South Dearborn Street, 30th Floor, Chicago, Illinois 60603, Attn: Joshua Spencer, joshua.spencer@khlaw.com, and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neil, joneill@pszjlaw.com; (v) counsel to the

ABL Lender, (a) Riemer Braunstein LLP, Three Center Plaza, 6th Floor, Boston, Massachusetts, 02108, Attn: Donald E. Rothman, drothman@riemerlaw.com, Lon M. Singer, lsinger@riemerlaw.com, Jaime Rachel Koff, jkoff@riemerlaw.com, and Jeremy Levesque, jlevesque@riemerlaw.com, and (b) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor, Wilmington, Delaware 19801, Attn: Gregory A. Taylor, GTaylor@ashbygeddes.com; and (vi) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Brya M. Keilson, brya.keilson@usdoj.gov, no later than _____, 2018 at 4:00 p.m. (Eastern Time).

17. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Interim Order.

Dated: _____, 2018
Wilmington, Delaware

_____
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Proposed Final Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
THE ROCKPORT COMPANY, LLC, *et al.*,	)	Case No. 18-_____ (___)
Debtors.[1]	)	Joint Administration Requested
	)	**Re: Docket Nos. ___ & ___**

FINAL ORDER AUTHORIZING (I) DEBTORS TO PAY CLAIMS OF CRITICAL AND FOREIGN VENDORS IN THE ORDINARY COURSE OF BUSINESS AND (II) FINANCIAL INSTITUTIONS TO HONOR AND PROCESS RELATED CHECKS AND TRANSFERS

Upon the motion (the "Motion")2 of The Rockport Company, LLC ("Rockport") and certain of its affiliates that are debtors and debtors in possession (collectively, the "Debtors") in the above-captioned Chapter 11 cases (the "Chapter 11 Cases") for entry of interim and final orders, pursuant to pursuant to Sections 105(a), 363(b), 1107(a) and 1108 of the Bankruptcy Code, (i) authorizing, but not directing, the Debtors to pay prepetition obligations of certain (a) Critical Vendors in the ordinary course in an amount not to exceed the applicable Critical Vendor Claims Cap, and (b) Foreign Vendors in the ordinary course in an amount not to exceed the applicable Foreign Vendor Claims Cap; and (ii) authorizing applicable banks and financial institutions to receive, process, honor and pay any and all checks drawn on the Debtors' general

[1] The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Rockport Blocker, LLC (5097), The Rockport Group Holdings, LLC (3025), TRG 1-P Holdings, LLC (4756), TRG Intermediate Holdings, LLC (8931), TRG Class D, LLC (4757), The Rockport Group, LLC (5559), The Rockport Company, LLC (5456), Drydock Footwear, LLC (7708), DD Management Services LLC (8274), and Rockport Canada ULC (3548). The debtors' mailing address is 1220 Washington Street, West Newton, Massachusetts 02465.

[2] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

disbursement account and other transfers to the extent these checks and transfers relate to any of the foregoing, as more fully described in the Motion; and the Court having jurisdiction to consider the matters raised in the Motion pursuant to 28 U.S.C. § 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012; and the Court having authority to hear the matters raised in the Motion pursuant to 28 U.S.C. § 157; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Motion and the requested relief being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and due and proper notice of the Motion and opportunity for a hearing on the Motion having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and the First Day Declaration; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their creditors, their estates and all other parties in interest; and upon the record herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is hereby granted on a final basis, as set forth herein. All objections to the entry of this Final Order, to the extent not withdrawn or settled, are overruled.

2. The Debtors are authorized, but not directed, in the reasonable exercise of their business judgment, to pay all or part of and discharge, on a case-by-case basis, (i) the Critical Vendor Claims in an amount not to exceed $2,000,000.00 (the "**Critical Vendor Claims Cap**"); and (ii) the Foreign Vendor Claims in an amount not to exceed $20,000,000.00, absent further order of the Court (the "**Foreign Vendor Claims Cap**").

3. The Debtors shall maintain a matrix summarizing (i) the name of each Critical or Foreign Vendor paid on account of its Critical or Foreign Vendor Claim, and (ii) the amount paid by each Debtor payor to each Critical or Foreign Vendor on account of its Critical or Foreign Vendor Claim. This matrix shall be provided on a weekly basis, one week in arrears, to counsel for the DIP ABL Agent and DIP Note Purchasers and the professionals retained by any statutory committee appointed in the Chapter 11 Cases, if any; *provided*, *however*, that the matrix shall be considered confidential.

4. The Debtors are authorized, but not directed, to condition payment to the Vendors upon agreement by the Vendor to (i) accept such payment in satisfaction of all or a part of its Vendor Claim, and (ii) continue to provide supplies or services to the Debtors during these Chapter 11 Cases on Customary Trade Terms.

5. As a further condition of receiving payment of a Vendor Claim, the Debtors, in their sole discretion, are authorized, but not directed, to require that the applicable Vendor agrees to take whatever action is necessary to remove any existing Liens or Interests at such Vendor's sole cost and expense and waive any right to assert a Lien or Interest on account of the paid claim of such Vendor.

6. If a Vendor that has received payment of a Vendor Claim later refuses to continue to supply Merchandise or services for the applicable period in compliance with this Final Order, then the Debtors may, in their sole discretion, seek approval of the Court to (a) deem such payment to apply only to post-petition amounts payable to such Vendor, if applicable, or (b) take any and all appropriate steps to cause such Vendor to repay payments made to it on account of its prepetition Vendor Claim to the extent that such payments exceed the post-petition amounts then owing to such Vendor. Upon recovery of such payment by the Debtors, such claim shall be

reinstated in such an amount as to restore the Debtors and the applicable Vendor to their original positions, as if the payment of the creditor's Vendor Claim had not been made, and all rights of Shippers and Warehousemen are hereby reserved.

7. To the extent a Vendor fails to comply with the Customary Trade Terms or the terms of this Final Order, the Debtors' rights to treat any payment made pursuant to this Final Order as an unauthorized postpetition transfer and to exercise any and all appropriate remedies are reserved, and all rights of Shippers and Warehousemen are hereby reserved.

8. All applicable banks and other financial institutions are hereby authorized to receive, process, honor and pay all checks presented for payment of, and to honor all fund transfer requests made by the Debtors related to, the claims that the Debtors request authority to pay in the Motion, regardless of whether the checks were presented or fund transfer requests were submitted on, before or after the Petition Date. Such banks and financial institutions are authorized to rely on the representations of the Debtors as to which checks are issued or authorized to be paid pursuant to this Order without any duty of further inquiry and without liability for following the Debtors' instructions.

9. The Debtors are authorized, but not directed, to issue new post-petition checks, or effect new fund transfers, for the Vendor Claims to replace any prepetition checks or fund transfer requests that may be dishonored or rejected and to reimburse the relevant Vendor or the applicable payee, as the case may be, for any fees or costs incurred by them in connection with a dishonored or voided check or funds transfer.

10. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

11. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Final Order shall be effective and enforceable immediately upon entry hereof.

12. Nothing in this Final Order or the Motion shall be deemed to constitute the assumption or adoption of any agreement under Section 365 of the Bankruptcy Code.

13. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Final Order.

14. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Final Order.

Dated: _____, 2018
Wilmington, Delaware

_____
UNITED STATES BANKRUPTCY JUDGE

Exhibit L

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
THE ROCKPORT COMPANY, LLC, *et al.*,	)	Case No. 18-_____ (___)
Debtors.[1]	)	Jointly Administered

STORE CLOSING SALE GUIDELINES

1. The Store Closing Sales[2] will be conducted during normal business hours at the applicable Stores or such hours as otherwise permitted by the applicable unexpired lease; *provided* that the Debtors may, in their discretion, modify the business hours as necessary or advisable, but no longer than normal operating hours as provided in the applicable leases.

2. The Store Closing Sales will be conducted following consultation in good faith with the Stalking Horse Bidder, until another bidder is declared the successful bidder.

3. The Store Closing Sales will be conducted in accordance with applicable state and local "Blue Laws" and, thus, if applicable, no Store Closing Sales will be conducted on Sunday unless the Debtors have been operating the applicable Stores on Sundays.

4. On "shopping center" property, the Debtors shall not distribute handbills, leaflets, or other written materials to customers outside of any Stores' premises, unless permitted by the applicable lease or if distribution is customary in the "shopping center" in which such Store is located; *provided* that the Debtors may solicit customers in such stores themselves.

5. The Debtors shall have the right to sell or transfer the furniture, fixtures, and equipment (the "**FF&E**" and, together with the applicable inventory and miscellaneous assets, the "**Store Assets**") located at the Stores, and any such transactions shall be free and clear of all liens, claims, interests, and other encumbrances. The Debtors may advertise the sale of the FF&E in a manner consistent with these Store Closing Sale Guidelines. The

[1] The debtors and debtors in possession in these cases and the last four digits of their respected Employer Identification Numbers are: Rockport Blocker, LLC (5097), The Rockport Group Holdings, LLC (3025), TRG 1-P Holdings, LLC (4756), TRG Intermediate Holdings, LLC (8931), TRG Class D, LLC (4757), The Rockport Group, LLC (5559), The Rockport Company, LLC (5456), Drydock Footwear, LLC (7708), DD Management Services LLC (8274), and Rockport Canada ULC (3548). The debtors' mailing address is 1220 Washington Street, West Newton, Massachusetts 02465.

[2] Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in that certain *Order (I) Authorizing (A) Store Closing Sales and (B) Customary Bonuses to Employees of Closing Stores and (II) Granting Related Relief.*

purchasers of any FF&E sold during a Store Closing Sale shall be permitted to remove the FF&E either through the back or alternative shipping areas of the applicable Store at any time, or through other areas after the Store's business hours; *provided* that the foregoing shall not apply to *de minimis* FF&E sales made whereby the item can be carried out of the Store in a shopping bag.

6. The Debtors may abandon any Remaining Property (including any such assets that are Store Assets) not sold in the Store Closing Sales at the Stores at the conclusion of the Store Closing Sales; *provided* that, if the Debtors propose selling or abandoning such assets, which may contain personal or confidential information about the Debtors' employees or customers, the Debtors shall use all commercially reasonable efforts to remove the personal and/or confidential information from such items before such sale or abandonment, and retain such personal and/or confidential information until further order of the Court.

7. The Store Closing Sales shall be advertised as "sale on everything," "everything must go," "liquidation sale," "everything on sale," "liquidation sale," "season clearance sale," "nothing held back" or similarly themed sales. The Debtors may also advertise each sale as a "store closing" and have a "countdown to closing" sign prominently displayed in a manner consistent with these Store Closing Sale Guidelines. The Store Closing Sales shall not be advertised with the words "total inventory liquidation," "going out of business" or "GOB", or words of similar import. Until and unless another bidder is declared the successful bidder, the Stalking Horse Bidder shall have reasonable consent rights concerning advertising and signage at the Store Closing Sales, including by means of media advertising, similar interior and exterior signs and banners, and the use of sign walkers.

8. All Store Closing Sales are to be considered "final;" therefore, conspicuous signs will be posted at or near the cash register in each of the Stores to the effect that all sales are "final."

9. The Debtors shall be permitted to utilize display, hanging signs, and interior banners in connection with the Store Closing Sales. All display and hanging signs used by the Debtors in connection with the Store Closing Sales will be professionally lettered and all hanging signs will be hung in a professional manner. In addition, the Debtors will be permitted to utilize exterior banners and sign-walkers; *provided* that such use is in a safe and professional manner. Nothing contained in these Store Closing Sale Guidelines shall be construed to create or impose upon the Debtors any additional restrictions not contained in any applicable lease agreement.

10. The Debtors shall not make any alterations to the storefront, roof, or exterior walls of any Stores or "shopping centers," or interior or exterior store lighting and will not use any type of amplified sound to advertise the Store Closing Sales or solicit customers, except as authorized by the applicable lease. The hanging of signage as provided herein shall not constitute an alteration to any Store.

11. Landlords will have the ability to negotiate with the Debtors any particular modifications

to these Store Closing Sale Guidelines. The Debtors and the landlord of any Store are authorized to enter into agreements modifying these Store Closing Sale Guidelines (each, a "**Landlord Agreement**") without further order of the Court; *provided* that such agreements do not have a material adverse effect on the Debtors or their estates.

12. No property of any landlord or other non-Debtor third party will be removed or sold during the Store Closing Sales.

13. The Debtors will keep store premises and surrounding areas clear and orderly, consistent with past practices.

14. The Debtors do not have to comply with lease provisions or covenants, or Liquidation Sale Laws that are inconsistent with these Store Closing Sale Guidelines.

15. An unexpired nonresidential real property lease will not be deemed rejected by reason of a Store Closing Sale or the adoption of these Store Closing Sale Guidelines.

16. The rights of landlords against the Debtors for any damages to any Store shall be reserved in accordance with the provisions of the applicable lease.

17. The Debtors shall continue to have exclusive and unfettered access to each Store until and unless the Debtors reject or assign the underlying lease.

18. No landlord, licensor, property owner, or property manager shall prohibit, restrict, or otherwise interfere with any Store Closing Sale at any Store.

19. If the landlord of any Store contends that the Debtors are in breach of or default under these Store Closing Sale Guidelines (an "**Alleged Default**"), such landlord shall provide the Debtors and the Stalking Horse Bidder with at least three (3) days' written notice (the "**Default Notice Period**") of the Alleged Default, which notice shall include the opportunity for the Debtors to cure such Alleged Default within three (3) days of the expiration of the Default Notice Period (the "**Default Cure Period**"), served by email or overnight delivery, on:

The Debtors, c/o
The Rockport Company, LLC
1220 Washington Street
West Newton, Massachusetts 02465
Attn: Paul Kosturos
Email: pkosturos@alvarezandmarsal.com

with a copy (which shall not constitute notice) to:

Richards, Layton & Finger, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Attn: Mark D. Collins, Michael J. Merchant, Amanda R. Steele

Email: collins@rlf.com, merchant@rlf.com, steele@rlf.com

with a copy to counsel to the Stalking Horse Bidder

Goodwin Procter LLP,
The New York Times Building
620 Eighth Avenue
New York, New York 10018
Attn: William Weintraub
Email: wweintraub@goodwinlaw.com

Goodwin Procter LLP
100 Northern Avenue
Boston, Massachusetts 02210
Attn: Jon Herzog, Joseph F. Bernardi, Jr.,
Email: jherzog@goodwinlaw.com, jbernardi@goodwinlaw.com

Pepper Hamilton LLP
Hercules Plaza, Suite 5100
1313 Market Street
P.O. Box 1709
Wilmington, Delaware 19899
Attn: David Fournier, Evelyn Meltzer,
Email: fournierd@pepperlaw.com , meltzere@pepperlaw.com

If the parties are unable to resolve the Alleged Default at the end of the Default Cure Period, either the landlord or the Debtors shall have the right to schedule a hearing before the Court on no less than three (3) days' written notice to the other party, served by email or overnight delivery.

20. These Store Closing Sale Guidelines are subject to the requirements of the order entered by the United States Bankruptcy Court for the District of Delaware in connection with the Debtors executing the Store Closing Sales.

Exhibit M

[FORM OF]
RELEASE AGREEMENT

This RELEASE AGREEMENT (this "Agreement"), dated as of [_], 2018[1], is made by and among ROCKPORT BLOCKER LLC, a Delaware limited liability company (the "Company"), THE DIRECT OR INDIRECT WHOLLY OWNED SUBSIDIARIES OF THE COMPANY LISTED ON ANNEX A (the "Seller Subsidiaries" and, together with the Company, each a "Seller" and collectively, "Sellers"), and [ACQUIRED COMPANY] ("you"). This Agreement is being delivered to and for the benefit of the Sellers in connection with the Asset Purchase Agreement dated as of May [_], 2018 (the "Purchase Agreement"), by and among the Sellers and CB Marathon Opco, LLC, a Delaware limited liability company ("Purchaser"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

You are one of the Acquired Companies and you acknowledge that in connection with the Sellers' sale of the Purchased Assets pursuant to the Sale Order approving such sale under Section 363 of the Bankruptcy Code, the consummation of the Transactions and the release with respect to the Acquired Companies provided by the Sellers for your benefit, you will receive significant direct and or indirect consideration and benefit. You further acknowledge that your execution of this Agreement is a required closing delivery by Purchaser pursuant to the Purchase Agreement.

1. **Release.**

(a) Effective upon the date hereof, you (on behalf of yourself, your subsidiaries and Affiliates, and the shareholders, members, representatives, attorneys, assigns, heirs, executors, beneficiaries, estate, administrators, successors and assigns of each of the foregoing) fully, finally, voluntarily and unconditionally hereby irrevocably waive, release, acquit and forever discharge each of the Sellers and their respective bankruptcy estates, directors, legal representatives and attorneys of any of them (collectively, the "Released Parties"), from any and all commitments, Claims, actions, debts, liabilities, obligations, counterclaims, suits, causes of action, damages, demands, costs, expenses, and compensation of every kind and nature whatsoever, whether known or unknown, contingent or otherwise, liquidated or unliquidated, and whether arising under any agreement or understanding or otherwise, at Law or equity arising on or prior to the date hereof, in each case other than with respect to any breach of the Purchase Agreement or the other Transaction Documents (collectively, for the purposes of this Section 1, "Causes of Action"); provided, however, that solely with respect to the Released Parties other than Sellers and their bankruptcy estates, Causes of Action shall only include Causes of Action based upon, or otherwise related to, such Released Parties' service as a director of any of Sellers or service as legal representative and attorneys of Sellers, their bankruptcy estates or their directors (in such capacity). Notwithstanding

[1] Note to Draft: The Closing Date.

any provision contained herein, you and Sellers agree that no Cause of Action you may have against Sellers for a breach of the Purchase Agreement or the Transaction Documents is being released by you under this Agreement.

(b) You hereby represent and warrant to the Released Parties that you (i)[2] fully intend to release all Causes of Action against the Released Parties including, without limitation, unknown and contingent Causes of Action (other than those specifically reserved above), and (ii) have consulted with counsel with respect to the execution and delivery of this Agreement and have been fully apprised of the consequences hereof. Furthermore, you agree not to institute any litigation, lawsuit, Claim or action against any Released Party with respect to the released Causes of Action.

(c) You hereby represent and warrant to the Released Parties that you have access to adequate information regarding the terms of this Agreement and the Purchase Agreement, the scope and effect of the releases set forth herein, and all other matters encompassed by this Agreement and the Purchase Agreement to make an informed and knowledgeable decision with regard to entering into this Agreement. You further represent and warrant that you have not relied upon the Sellers, Purchaser, any Released Party or any Affiliate of the foregoing in deciding to enter into this Agreement, and have instead made your own independent analysis and decision to enter into this Agreement.

2. **Severability.** Any provision of this Agreement which is found to be invalid or unenforceable by any court in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, but the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions of this Agreement.

3. **Governing Law.** This Agreement shall be deemed to be a contract made under, and shall be construed in accordance with, the laws of Delaware, without giving effect to conflict of laws principles thereof.

4. **Successors and Assignment.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns.

5. **Binding Effect**. This Agreement shall be binding and irrevocable upon being executed by you.

6. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will

[2] Note to RLF: Purchaser does not own or control the Acquired Companies and therefore cannot have the Acquired Companies make the deleted rep.

be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties.

7. **Notices**. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) five (5) days after being deposited with the United States Post Office, by registered or certified mail, postage prepaid, (c) one (1) Business Day following the day sent by overnight courier (with written confirmation of receipt), or (d) when sent by electronic mail (with acknowledgment received), in each case at the following addresses and (or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Sellers, to:

The Rockport Group
1220 Washington Street
West Newton, MA 02465
Attention: Robert Infantino
Email: bob.infantino@rockport.com
Attention: Karla Jarvis
Email: karla.jarvis@rockport.com

With a copy (which shall not constitute notice) to:

Richards, Layton & Finger, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Attention: Mark D. Collins
Email: collins@rlf.com
Attention: Mark A. Kurtz
Email: kurtz@rlf.com

If to you, at the address set forth on the signature page hereto.

8. **Entire Agreement.** This Agreement, together with the Purchase Agreement and the Transaction Documents, constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and undertakings, both written and oral, between the parties with regard to the subject matter hereof.

You acknowledge and understand that this Agreement constitutes a material inducement upon which the Sellers are relying and will rely upon in executing, delivering and performing the Purchase Agreement and the Transactions, and that Sellers would not enter into the Purchase Agreement or effect the Transactions but for this inducement.

Remainder of Page Left Intentionally Blank

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

[SELLERS:]

By: _____
Name:
Title:

Address:

_____

_____

[ACQUIRED COMPANIES]

By: _____
Name:
Title:

Execution Version

AMENDMENT NO. 1
TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT, dated as of May 17, 2018 (this "Amendment"), is by and between Rockport Blocker, LLC, a Delaware limited liability company (the "Company"), the direct or indirect wholly owned subsidiaries of the Company listed on Annex A to the Purchase Agreement (as defined below) (the "Seller Subsidiaries" and, together with the Company, each a "Seller" and collectively, "Sellers"), and CB Marathon Opco, LLC, a Delaware limited liability company ("Purchaser"). Sellers and Purchaser are sometimes referred to herein as a "Party" and collectively as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

RECITALS:

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, dated as of May 13, 2018 (the "Purchase Agreement"); and

WHEREAS, each of the Parties desire to amend the Purchase Agreement in accordance with Section 13.5(b) of the Purchase Agreement to modify certain provisions thereof, as set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Section 7.1(b) of the Purchase Agreement. Section 7.1(b) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

> "From the Effective Date until the earlier of (i) twenty-five (25) days from the Petition Date, or (ii) the entry of the Bidding Procedures Order by the Bankruptcy Court, Sellers shall not, and shall cause their respective Affiliates and Representatives to not, directly or indirectly, (i) solicit, initiate or induce the making, submission or announcement of, or knowingly encourage, an Acquisition Proposal; (ii) furnish to any Person (other than Purchaser or any of its designees) any nonpublic information relating to the Sell Side Companies, or afford to any Person (other than Purchaser or any of its designees) access to the business, properties, assets, books, records or other non-public information, or to any personnel, of the Sell Side Companies, in any such case with the intent to induce the making, submission or announcement of, or the intent to encourage, an Acquisition Proposal, or any inquiries that would reasonably be expected to lead to an Acquisition Proposal, (iii) participate or engage in discussions or negotiations with any Person with respect to an Acquisition Proposal, or (iv) enter into any Contract relating to an Acquisition Proposal; provided, however, that notwithstanding the foregoing, during the period beginning on the Petition Date until the earlier of (i) twenty-five (25) days after the Petition Date, or (ii) entry of the Bidding Procedures Order by the Bankruptcy Court, Sellers, their respective Affiliates and Representatives may market the Sellers'

assets for sale, may provide all information provided to Purchaser and its Representatives relating to the Sell Side Companies to any of the Sale Process NDA Parties and any other Person that, prior to such disclosure, has executed a confidentiality agreement substantially similar to that executed by the Sale Process NDA Parties, in connection with considering an Acquisition Proposal and Sellers and their respective Affiliates and Representatives may participate or engage in discussions with such Persons and their respective Representatives with respect to such information, but may not engage in negotiations for or knowingly encourage an Acquisition Proposal with such Persons and their respective Representatives."

2. Reference to and Effect in the Purchase Agreement.

(a) Upon the effectiveness of this Amendment, each reference in the Purchase Agreement to "this Agreement," "hereunder," "hereof" or words of like import referring to the Purchase Agreement shall mean and be a reference to the Purchase Agreement as amended hereby.

(b) Except as specifically amended herein, the Purchase Agreement shall continue to be in full force and effect and is hereby in all respects ratified and confirmed, and the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any party under the Purchase Agreement.

3. Counterparts; Electronic Signature and Delivery.

(a) This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties.

(b) This Amendment may be signed electronically and any signature on this Amendment may be transmitted electronically and any such electronic signature or electronic transmission of a signature will constitute an original signature for all purposes. The delivery of copies of this Amendment, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Amendment or such other document for all purposes.

4. Governing Law. This Amendment, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Amendment, or the negotiation, execution, termination, validity, performance or nonperformance of this Amendment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in such State, without regard to any conflict of laws principles thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Amendment as of the date first written above.

SELLERS:

ROCKPORT BLOCKER, LLC

By: _____
Name: William T. Allen
Title: President

THE ROCKPORT GROUP HOLDINGS, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

TRG 1-P HOLDINGS, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

TRG INTERMEDIATE HOLDINGS, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

TRG CLASS D, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Amendment as of the date first written above.

SELLERS:

ROCKPORT BLOCKER, LLC

By: _____
Name: William T. Allen
Title: President

THE ROCKPORT GROUP HOLDINGS, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

TRG 1-P HOLDINGS, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

TRG INTERMEDIATE HOLDINGS, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

TRG CLASS D, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

THE ROCKPORT GROUP, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

THE ROCKPORT COMPANY, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

DRYDOCK FOOTWEAR, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

DD MANAGEMENT SERVICES LLC

By: _____
Name: Karla Jarvis
Title: Secretary

ROCKPORT CANADA ULC

By: _____
Name: Karla Jarvis
Title: Secretary

ROCKPORT CANADA HOLDINGS LTD

By: _____
Name: Karla Jarvis
Title: Director

PURCHASER:

CB MARATHON OPCO, LLC

By: _____
Name: Joshua A. Klevens
Title: Managing Director

EXECUTION VERSION

AMENDMENT NO. 2
TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT NO. 2 TO ASSET PURCHASE AGREEMENT, dated as of June 11, 2018 (this "Amendment"), is by and between Rockport Blocker, LLC, a Delaware limited liability company (the "Company"), the direct or indirect wholly owned subsidiaries of the Company listed on Annex A to the Purchase Agreement (as defined below) (the "Seller Subsidiaries" and, together with the Company, each a "Seller" and collectively, "Sellers"), and CB Marathon Opco, LLC, a Delaware limited liability company ("Purchaser"). Sellers and Purchaser are sometimes referred to herein as a "Party" and collectively as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

RECITALS:

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, dated as of May 13, 2018 (the "Purchase Agreement"), as amended by Amendment No. 1, dated May 17, 2018; and

WHEREAS, each of the Parties desire to amend the Purchase Agreement in accordance with Section 13.5(b) of the Purchase Agreement to modify certain provisions thereof, as set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Section 4.4(i) of the Purchase Agreement. Section 4.4(i) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

> "(i) by Purchaser, if (x) Sellers agree to enter into an Alternative Transaction or select a Person other than Purchaser as the Successful Bidder at the Auction, (y) Purchaser has been designated as the Back-Up Bidder by Sellers in accordance with the Bidding Procedures Order, and (z) more than thirty (30) days have passed since the Auction."

2. Amendment to Section 4.6(a) of the Purchase Agreement. Section 4.6(a) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

> "(a) Notwithstanding anything to the contrary in this Agreement, in addition to Sellers obligations to cause the release of the Deposit Amount to Purchaser in accordance with Section 3.1(c)(ii), Sellers shall pay to Purchaser, so long as this Agreement has been not validly terminated (x) by Sellers in accordance with Section 4.4 of this Agreement prior to the Bid Deadline or solely under Sections 4.4(b), (f) or (g) of this Agreement after the Bid Deadline or (y) by Purchaser in accordance with Section 4.4 of this Agreement prior to the Auction or solely under Sections 4.4(a), (b), (c), (e), (g), (h)(ii) or

(i) of this Agreement after the Auction, the Expense Reimbursement and the Break-Up Fee by wire transfer of immediately available funds as a required closing payment at the closing of an Alternative Transaction with a Person that is not the Purchaser. If this Agreement has been validly terminated by Purchaser solely under Sections 4.4(a), (c), (e), (g), (h)(ii) or (i) of this Agreement after the Auction, or by Sellers under Sections 4.4(f) or (g) of this Agreement, and the Sellers subsequently close an Alternative Transaction with a Successful Bidder (as defined in the Bidding Procedures Order) or Back-Up Bidder (as defined in the Bidding Procedures Order) or their respective assignees or designees (for the avoidance of doubt, for the purposes of this Section 4.6(a), Successful Bidder and Back-Up Bidder shall only refer to a party other than Purchaser whose bid was deemed higher or otherwise better than the bid contemplated by this Agreement at the Auction), the Break-Up Fee and Expense Reimbursement shall be paid by Sellers to Purchaser by wire transfer of immediately available funds as a required closing payment at the closing of such Alternative Transaction. In circumstances in which (i) Purchaser is not entitled to the Break-Up Fee and Expense Reimbursement under the preceding two sentences, and (ii) there has been a valid termination of this Agreement by Sellers solely pursuant to Sections 4.4(f) or (g) of this Agreement or by Purchaser solely pursuant to Sections 4.4(a), (c), (e), (g), (h)(ii) or (i) of this Agreement, Sellers shall pay to Purchaser the Expense Reimbursement (which shall be an allowed administrative expense claim in the Bankruptcy Court until paid) at the earlier of (x) the time of closing of any Alternative Transaction in which the aggregate consideration to the Debtors' estates equals or exceeds the Initial Cash Consideration, as a required closing payment; (y) the effective date of any Chapter 11 Plan confirmed in the Bankruptcy Cases; or (z) at such other time as allowed administrative expenses claims are paid in the Bankruptcy Cases. Under no circumstances shall Sellers be obligated to pay the Expense Reimbursement or the Break-Up Fee more than once; provided, however, that, if Sellers fail to pay any amounts due to Purchaser pursuant to this Section 4.6(a) within the time period specified herein, Sellers shall also pay the costs and expenses (including reasonable legal fees and expenses) incurred by Purchaser in connection with any action or proceeding taken to collect payment of such amounts. To the extent any portion of the Expense Reimbursement is being contested in good faith, Sellers shall (i) promptly pay the undisputed portion of the expense claimed by Purchaser and (ii) set aside the disputed portion of such expense in a separate interest bearing account for the sole benefit of Purchaser pending the resolution of such dispute. The Parties acknowledge and agree that, in the event that the payment of the Break-Up Fee and the Expense Reimbursement (including any costs of collection) described in this Section 4.6(a) becomes due and payable, and such amounts are actually paid to the Purchaser, such amounts shall constitute liquidated damages (and not a penalty) and shall be deemed, along with the delivery of the Deposit Amount to the Purchaser in accordance with Section 3.1(c)(ii), to be the sole and exclusive remedy of Purchaser and its Affiliates (collectively, the "Purchaser Related Persons") and any other Person against the Sell Side Companies and their respective Affiliates (collectively, the "Sell Side Related Persons") and any other Person for any and all Liabilities, obligations, losses or damages of any kind, character or description suffered or incurred by the Purchaser Related Persons in connection with this Agreement and the Transactions. The Parties acknowledge and agree that (i) the agreements contained in this Section 4.6(a) are an integral part of this Agreement and the

Transactions and are a material and necessary inducement to the Purchaser to enter into this Agreement and to consummate the Transactions and (ii) in light of the difficulty of accurately determining actual damages with respect to the foregoing, the right to any such payment of the Break-Up Fee and the Expense Reimbursement (and any related collection costs) and the return of the Deposit to Purchaser constitute a reasonable estimate of the damages that will compensate the Purchaser Related Persons in the circumstances in which such fees are payable for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transactions. Sellers acknowledge and agree that the entry into this Agreement provides value to the Sellers' chapter 11 estates by, among other things, inducing other Persons to submit higher or better offers for the Purchased Assets. For the avoidance of doubt, notwithstanding anything to the contrary in this Agreement, nothing in this Section 4.6(a) shall in any way limit the Parties obligations pursuant to Section 3.1(c)(ii)."

3. Reference to and Effect in the Purchase Agreement.

(a) Upon the effectiveness of this Amendment, each reference in the Purchase Agreement to "this Agreement," "hereunder," "hereof" or words of like import referring to the Purchase Agreement shall mean and be a reference to the Purchase Agreement as amended hereby.

(b) Except as specifically amended herein, the Purchase Agreement shall continue to be in full force and effect and is hereby in all respects ratified and confirmed, and the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any party under the Purchase Agreement.

4. Counterparts; Electronic Signature and Delivery.

(a) This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties.

(b) This Amendment may be signed electronically and any signature on this Amendment may be transmitted electronically and any such electronic signature or electronic transmission of a signature will constitute an original signature for all purposes. The delivery of copies of this Amendment, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Amendment or such other document for all purposes.

5. Governing Law. This Amendment, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Amendment, or the negotiation, execution, termination, validity, performance or nonperformance of this Amendment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in such State, without regard to any conflict of laws principles thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Amendment as of the date first written above.

SELLERS:

ROCKPORT BLOCKER, LLC

By: _____
Name: William T. Allen
Title: President

THE ROCKPORT GROUP HOLDINGS, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

TRG 1-P HOLDINGS, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

TRG INTERMEDIATE HOLDINGS, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

TRG CLASS D, LLC

By: _____
Name: Karla Jarvis
Title: Secretary

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Amendment as of the date first written above.

SELLERS:

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THE ROCKPORT COMPANY, LLC

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Name: Karla Jarvis
Title: Secretary

DRYDOCK FOOTWEAR, LLC

By: _____

Name: Karla Jarvis
Title: Secretary

DD MANAGEMENT SERVICES LLC

By: _____

Name: Karla Jarvis
Title: Secretary

ROCKPORT CANADA ULC

By: _____

Name: Karla Jarvis
Title: Secretary

ROCKPORT CANADA HOLDINGS LTD

By: _____

Name: Robert Infantino
Title: Director

PURCHASER:

CB MARATHON OPCO, LLC

By: _____
Name: Joshua Beer
Title: Managing Director

Court File No.: CV-18-597987-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF ROCKPORT BLOCKER, LLC, THE ROCKPORT GROUP HOLDINGS, LLC, TRG 1-P HOLDINGS, LLC, TRG INTERMEDIATE HOLDINGS, LLC, TRG CLASS D, LLC, THE ROCKPORT GROUP, LLC, THE ROCKPORT COMPANY, LLC, DRYDOCK FOOTWEAR, LLC, DD MANAGEMENT SERVICES LLC AND ROCKPORT CANADA ULC (THE "DEBTORS")

APPLICATION OF ROCKPORT BLOCKER, LLC, UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

MOTION RECORD

(Volume 2 of 3)

(Returnable July 20, 2018)

BORDEN LADNER GERVAIS LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto ON M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

Roger Jaipargas – LSO No. 43275C
Tel: 416-367-6266
rjaipargas@blg.com

Alex MacFarlane – LSO No. 28133Q
Tel: 416-367-6305
amacfarlane@blg.com

Evita Ferreira – LSO No. 69967K
Tel: 416-367-6708
eferreira@blg.com

Lawyers for Rockport Blocker, LLC, The Rockport Group Holdings, LLC, TRG 1-P Holdings, LLC, TRG Intermediate Holdings, LLC, TRG Class D, LLC, The Rockport Group, LLC, The Rockport Company, LLC, Drydock Footwear, LLC, DD Management Services LLC and Rockport Canada ULC