

EXHIBIT "1"

ASSET PURCHASE AGREEMENT

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This Asset Purchase Agreement (this "Agreement") dated as of June ____, 2005 is by and among FSB Acquisition Company, LLC ("Buyer"), and WARREN J. MARTIN, JR. ("Seller"), as Assignee for the Benefit of Creditors of Fleeer Collectibles, LLC, a Delaware limited liability company ("Fleeer Collectibles"), and as Assignee for the Benefit of Creditors of Fleeer/SkyBox International LP, a Pennsylvania limited partnership ("Fleeer/SkyBox").

Background

On May 31, 2005 (the "Cessation Date"), Fleeer/SkyBox and Fleeer Collectibles ceased operating their respective businesses. Prior to the Cessation Date, Fleeer Collectibles conducted a business of selling die-cast miniature replica vehicles that are subject to licenses from sports leagues and/or vehicle manufacturers (the "Collectibles Business").

On June 10, 2005, each of Fleeer/SkyBox and Fleeer Collectibles executed and delivered a Deed of Assignment for the Benefit of its Creditors to Seller, and thereupon Fleeer/Skybox and Fleeer Collectibles became subject to state court proceedings pursuant to N.J.S.A. 2A:19-1 *et seq.* (the "Assignment Proceedings") in the Superior Court of the State of New Jersey, Chancery Division, Burlington County (the "Court").

Seller believes that it would be in the best interests of the respective creditors of Fleeer/SkyBox and Fleeer Collectibles for Seller to enter an agreement to sell, in an expeditious manner, substantially all of the respective assets assigned to Seller by Fleeer/SkyBox and Fleeer Collectibles. Buyer desires to purchase (a) all of the U.S. and foreign trademarks and goodwill associated therewith, copyrights and other intellectual property assigned to Seller by Fleeer/SkyBox and (b) substantially all of the assets assigned to Seller by Fleeer Collectibles, on the terms and subject to the conditions set forth in this Agreement.

In order to proceed expeditiously with said sale, Seller and Buyer are entering into this Agreement at this time, recognizing that this Agreement shall not be binding on Seller and cannot be performed by or enforced against Seller unless and until the Court approves this Agreement and authorizes Seller to perform hereunder, whereupon this Agreement shall be binding on Seller and shall be performed by and may be enforced against Seller.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants contained herein, the parties, intending to be legally bound, hereby agree as follows:

Agreement

1. Sale and Purchase of Assets.

1.1 Fleeer/SkyBox Intellectual Property. At the "Closing" (as defined in Section 4.1), Seller, in its capacity as Assignee for the Benefit of the Creditors of Fleeer/SkyBox, shall sell, transfer, assign and convey to Buyer, and Buyer shall purchase and accept from Seller, without recourse, all of Seller's right, title and interest in and to the "Fleeer/SkyBox Intellectual

Property" (as defined in Section 1.1(a)), free and clear of all "Liens" and "Claims" (as such quoted terms are defined in Section 1.3).

(a) Fleer/SkyBox Intellectual Property. For purposes hereof, "Fleer/SkyBox Intellectual Property" means all of Fleer/SkyBox's right, title and interest in and to the following, as assigned, granted and conveyed to Seller:

(i) Trademarks, Etc. All U.S. and foreign trademarks and service marks (whether pending, registered or unregistered) and the goodwill associated therewith; all partnership or fictitious names, trade names and domain names, and all registrations with respect thereto; all logos, slogans and other trade dress and commercial symbols with which the goodwill of Fleer/SkyBox or any of its products or services may be associated; all renewal rights with respect to any the foregoing, and all translations, adaptations, derivations and combinations of any of the foregoing.

(ii) Copyrights. All U.S. and foreign copyrights (registered and unregistered), and applications therefor.

(iii) Other Intellectual Property. All trade secrets, know-how and other intellectual property of any kind not included in Section 1.1(a) or 1.1(b).

(iv) Claims Against Third Parties. All claims against third parties based on any unauthorized disclosure, unauthorized use, misappropriation, dilution, infringement or other violation of the rights of a holder of Fleer/SkyBox Intellectual Property, but excluding all claims of any kind (known or unknown) against Fleer Collectibles or any of the Related Parties. For purposes hereof, Golden Cards, LLC, a Delaware limited liability company; all other partners constituting Fleer/SkyBox; and all of the respective members, managers, shareholders, directors, officers, employees, agents and counsel of any of the foregoing are collectively, the "Related Parties", each individually a "Related Party". Without limiting the generality of the foregoing, the parties specifically acknowledge and agree that "Related Parties" or "Related Party" further include: Alexander Grass; Roger L. Grass; Christopher Tobia; S. Robert Grass, Trustee U/I/T Louise B. Grass, dated as of September 14, 1994; and Max Frankston, Trustee U/I/T Alexander Grass, dated as of January 21, 1999.

(b) Excluded Assets. As a matter of clarification, Fleer/SkyBox Intellectual Property does not include, and Seller shall retain all right, title and interest in and to, all assets and properties of Fleer/SkyBox not expressly included in the definition of "Fleer/SkyBox Intellectual Property" pursuant to Section 1.1(a).

1.2 Fleer Collectibles Assets. Seller, in his capacity as Assignee for the Benefit of the Creditors of Fleer Collectibles, shall sell, transfer, assign and convey to Buyer, and Buyer shall purchase and accept from Seller, without recourse, all of Seller's right, title and interest in and to the "Fleer Collectibles Assets" (as defined in Section 1.2(a)), free and clear of all "Liens" and "Claims" (as such quoted terms are defined in Section 1.3).

(a) Fleer Collectibles Assets. For purposes hereof, "Fleer Collectibles Assets" means all of Fleer Collectibles' assets and properties (whether real, personal or mixed, tangible and intangible, including all rights, warranties and claims, wherever located) transferred,

assigned and conveyed to Seller, as such assets and properties exist on the date of Closing (the "Closing Date"); except, however, the "Fleer Collectibles Assets" shall not include, and Seller shall retain all rights, title and interest in and to, all of the assets and properties (whether real, personal, mixed, tangible and intangible, including rights, warranties and claims, wherever located) listed in Section 1.2(b). Without limiting the generality of the preceding sentence, subject to Section 1.2(b), the Fleer Collectibles Assets shall include the following assets and properties held by Seller in trust for the benefit of Fleer Collectibles' creditors:

(i) Fleer Collectibles Accounts Receivable. All accounts receivable, whether or not arising in connection with the purchase or sale of inventory (collectively, "Fleer Collectibles Accounts Receivable").

(ii) Fleer Collectibles Collections. All cash and other proceeds, if any, received by Seller or Fleer Collectibles after the date of this Agreement in respect of Fleer Collectibles Accounts Receivable ("Fleer Collectibles Collections").

(iii) Fleer Collectibles Inventory. All merchandise inventories (including all finished goods and work-in-process, inventory in transit, inventory in storage, samples and models and all of Fleer Collectibles' rights in inventory on consignment or memorandum) and parts and supplies (collectively, "Fleer Collectibles Inventory").

(iv) Fleer Collectibles Furniture, Fixtures and Equipment. All machinery, equipment, furniture, fixtures, molds, dies and other tangible personal property (including computer hardware, telephones, tools, supplies and the like) not included in Fleer Collectibles Inventory (collectively, "Fleer Collectibles Equipment").

(v) Fleer Collectibles Business Records. All mailing, vendor and customer lists and all files, documents, correspondence, records and other data in recorded form (whether in writing or stored in electronic, magnetic, digital or any other medium), including all such data relating to suppliers, customers, vendors or advertising, and all other business and financial records and data relating to any of the Fleer Collectibles Assets, except as provided in Section 1.2(b)(v).

(vi) Fleer Collectibles Trademarks, Etc. All U.S. and foreign trademarks and service marks (whether pending, registered or unregistered) and the goodwill associated therewith; all limited liability company and/or corporate or fictitious names, trade names and domain names, and all registrations with respect thereto; all logos, slogans and other trade dress and commercial symbols with which the goodwill of Fleer Collectibles or any of its products or services may be associated; all renewal rights with respect to any the foregoing, and all translations, adaptations, derivations and combinations of any of the foregoing.

(vii) Copyrights. All U.S. and foreign copyrights (registered and unregistered), and applications therefor.

(viii) Other Intellectual Property. All trade secrets, know-how and other intellectual property of any kind not otherwise included in this Section 1.2(a).

(ix) Other Intangible Property Rights. All telephone, facsimile and other telecommunications numbers used by Fler Collectibles and all other transferable intangible property rights not otherwise included in this Section 1.2(a);

(x) Governmental Permits, Licenses and Authorizations. To the extent transferable, all licenses, permits, franchises, certificates, registrations, approvals and authorizations of any kind issued by any government agency, authority or instrumentality, other than a limited liability company charter and qualifications to do business; and

(xi) Claims Against Third Parties. All manufacturer and other warranties with respect to any of the Fler Collectibles Assets, and all claims against third parties for damages, warranties and the like with respect to any of the Fler Collectibles Assets.

(b) Excluded Assets. Notwithstanding anything herein to the contrary, the Fler Collectibles Assets shall not include any of the following:

(i) Cash and Investments. All cash on hand or in bank accounts, all petty cash and other cash items, checks and cash equivalents (including items in transit), letters of credit, securities, financial investments and similar assets, if any, other than Collections.

(ii) Refunds, Etc. All rights to refunds in respect of prepaid expenses, rights to a return of deposits (including security, utility and similar deposits relating to the Collectibles Business), rights to funds held in escrow and the like.

(iii) Real Property. All interests in real property leased, licensed or used in the conduct of the Collectibles Business, and all fixtures to any such real property.

(iv) Organizational Documents. The minute books and other records relating to Fler Collectibles' formation and organization, and any membership interest ledger or books of Fler Collectibles.

(v) Retained Copy of Business Records. One copy of all files, documents, correspondence, records and other recordings of data in any form (whether in writing or stored in electronic, magnetic, digital or any other medium) relating to the Fler Collectibles Assets or the Collectibles Business (collectively, the "Retained Copy").

(vi) Tax Matters. Returns, statements, filings, books and records of any kind relating to any federal, state, local or foreign taxes (which, for purposes hereof, includes all taxes, tariffs, duties and other governmental charges and assessments of any kind), and rights to refunds in respect of any taxes.

(vii) Private, Confidential and Privileged Information. Information that cannot be disclosed or made available to Buyer without violating applicable law (including personnel files that the Americans With Disabilities Act prohibits Fler Collectibles or Seller from disclosing or making available to Buyer), violating the rights of a third party

(whether under a confidentiality or non-disclosure agreement or otherwise) or forfeiting any applicable attorney-client, work-product, accountant-client or similar privilege.

(viii) Liabilities Due from Related Parties; Claims Against Related Parties. Liabilities and obligations of any kind (contractual or otherwise) owed by any Related Party to Fleer Collectibles, and all claims of any kind (known or unknown) against Fleer/SkyBox or any of the Related Parties, excluding claims arising after June 10, 2005 relating to or affecting the Purchased Assets (as defined below).

(ix) Avoidance Action Claims and Recoveries. All causes of action or other claims that Seller, in his capacity as assignee for the benefit of Fleer Collectibles' creditors, may have under any applicable law to avoid or recover any assignment, transfer, conveyance or other disposition (including the granting or suffering of any Lien (as defined below)) of Fleer Collectibles' assets or property of any kind to any person or entity, whether arising by virtue of the Assignment Proceedings or otherwise (including any claim to recover preferential transfers to creditors and all fraudulent transfers/conveyances), and all amounts recovered or received in respect of any such causes of action or claims.

(x) Contract Rights. All of Seller's rights and interests in, to and under this Agreement, any Seller Transaction Document, any Buyer Transaction Document or any other Contract (each as hereinafter defined), including all rights and interests in and to any Equipment leased by Fleer Collectibles, trademarks, except as set forth on Schedule 8.2 or 8.3(d) and associated goodwill licensed-in (e.g., where Fleer is the licensee) by Fleer Collectibles, real estate leased by Fleer Collectibles and any improvements or fixtures thereto and any other property (real, personal or mixed, tangible or intangible) leased or licensed in by Fleer Collectibles. For purposes hereof, "Contract" means any unexpired agreement, license, lease, permit, arrangement, commitment, understanding or other contract under which Fleer Collectibles (or Seller, as Fleer Collectibles' assignee) has rights, whether as a party, third-party beneficiary or otherwise, with the understanding that the foregoing definition of Contract does not include those items included on Schedule 8.2 and 8.3(d).

1.3 Liens and Claims.

(a) Liens. For purposes hereof, "Liens" means all liens, encumbrances, security interests, collateral assignments, mortgages, deeds of trust, charges, pledges, hypothecations, imperfections or defects of title, assessments, restrictions and rights of third parties of any kind; provided, however, in no event do "Liens" include "License Claims" (as defined in Section 2.2).

(b) Claims. For purposes hereof: (i) as used in the context of the sale of Fleer/SkyBox Intellectual Property, "Claims" means all liabilities of and claims against Fleer/SkyBox, secured or unsecured, and (ii) as used in the context of the sale of Fleer Collectibles Assets, "Claims" means all liabilities of and claims against Fleer Collectibles, secured or unsecured; provided, however, in no event do "Claims" include License Claims.

1.4 No Participation by Related Parties. No Related Parties are party to this Agreement, and, accordingly, none of the Related Parties shall have any rights, liability or

obligation hereunder whatsoever. Without limiting the generality of the preceding sentence, the parties specifically acknowledge and agree that none of the Related Parties shall have any obligation hereunder to sell, transfer, assign or convey any right, title or interest in or to any of their respective assets or property (real, personal or mixed, tangible or intangible) whatsoever.

2. Certain Liabilities and Obligations.

2.1 Excluded Liabilities. Buyer shall not assume or be liable hereunder for any debt, liability, obligation or expense of Seller, Fleer/SkyBox, Fleer Collectibles or any predecessor owner of any Fleer/SkyBox Intellectual Property or Fleer Collectibles Assets (collectively, the "Purchased Assets"). Without limiting the generality of the preceding sentence, the parties specifically acknowledge and agree that Buyer is purchasing the Purchased assets in connection with its own business, not merely continuing the respective businesses previously conducted by Fleer/SkyBox or Fleer Collectibles, and that Buyer shall have no liability or responsibility whatsoever (whether as a successor, transferee of the Fleer/SkyBox Intellectual Property or Fleer Collectibles Assets or otherwise) with respect to any liabilities or obligations of Seller, Fleer/SkyBox, Fleer Collectibles or any predecessor owner of any Purchased Assets.

2.2 License Claims. Notwithstanding anything in this Agreement to the contrary, the parties expressly understand and agree that: (i) each of Fleer/SkyBox and Fleer Collectibles is in default (including with respect to payment of license fees and royalties) under various license agreements to which it is a party (collectively, "Prior License Agreements"); (ii) other parties to the Prior License Agreements may have rights of termination under the Prior License Agreements, and such rights may have been exercised already; (iii) other parties to the Prior License Agreements may have claims under the Prior License Agreements or other claims relating to any past, present or future use of trademarks other than the trademarks set forth on Schedule 8.2 or 8.3(d) (all such claims, whether asserted or unasserted, known or unknown, are sometimes referred to in this Agreement as the "License Claims"); and (iv) Seller may have no rights, title, interests and claims whatsoever in any trademarks or service marks or goodwill associated therewith, other than those trademarks registered in the name of Seller and included in the Purchased Assets. Notwithstanding anything in this Agreement to the contrary, the parties understand and agree that nothing in this Agreement shall require Buyer, Seller, Fleer/SkyBox or Fleer Collectibles (I) to pay any unpaid license fee or royalty, to cure any other default under any Prior License Agreement or to remedy any breach of a Prior License Agreement, (II) to be liable for any License Claim, (III) to defend, hold harmless or indemnify any party hereto with respect to any License Claim or (IV) to take any other action with respect to any License Claim. Without limiting the generality of the preceding sentence:

(a) It is specifically understood and agreed that Buyer is not assuming any liability for any License Claim whatsoever (including, for example, any unpaid license fee or royalty or any obligation to cure any past default or remedy any breach of a Prior License Agreement), and Buyer hereby expressly disclaims and disavows any liability for License Claims.

(b) It is specifically understood and agreed that Seller, Fleer/SkyBox and Fleer Collectibles shall have no liability or obligation whatsoever to Buyer (or any of its representatives, successors or assigns) arising from, and Buyer shall have no right to rescind this

Agreement or any other agreement instrument executed in connection herewith or to be released or excused from performing any of its obligations hereunder or thereunder based on, any actions that may be taken by the holder of any License Claim, including: (A) any refusal or decline to give an approval or consent necessary for the sale, assignment, transfer or conveyance to Buyer of any rights or interests in any trademark, (B) any exercise of a right of termination or any other right under a Prior License Agreement, (C) any refusal or decline to reinstate a terminated Prior License Agreement, (D) any refusal or decline to grant a license to Buyer, (E) the imposition of any one or more conditions (including, for example, the payment of unpaid license fees and royalties, the cure of any other defaults and the remedy of any other breaches) for such holder's waiver or forbearance from exercising termination or other rights, the reinstatement of any terminated license or the grant of a new license, (F) the taking of any action to prevent Buyer from using any trademarks or from exercising any rights provided under a Prior License Agreement or (G) the assertion of any License Claim against Buyer (including any claim that Buyer's use of a trademarks (other than those trademarks set forth on Schedules 8.2 and 8.3(d)) constitutes or would constitute infringement on, or otherwise violate, the rights of the owner of such trademark or any license or sublicense thereof). Subject to Seller's compliance with Section 8.5, Buyer will have completed its due diligence by no later than July 12, 2005 (the "Due Diligence End Date") and provided Buyer has not elected to terminate this Agreement pursuant to Section 12.1(a), Buyer will have entered into this Agreement taking into account all of the risks described in the preceding sentence and all other risks associated with entering into and performing this Agreement on the terms and conditions, including disclaimers, set forth in this Agreement.

2.3 Payment in Respect of Fleer Collectibles' Liabilities. Though under absolutely no obligation to do so, if Buyer independently makes any payment in respect of any liability or obligation of Fleer/SkyBox or Fleer Collectibles for any reason (including, for example, to cure any default or breach under a Prior License Agreement or satisfy a condition imposed by a holder of a License Claim to the reinstatement of a license previously granted to Fleer/SkyBox or Fleer Collectibles, the consent to the assignment of such a license to Buyer or the granting of a new license to Buyer), Buyer shall give Seller prompt written notice of such payment for purposes of providing notice to the Seller of the satisfaction of a claim by a creditor.

2.4 Transaction Costs. Each party hereto shall pay all of its own costs and expenses (including attorneys' fees and costs) incurred in connection with evaluating (including due diligence), negotiating, documenting and preparing for consummation of the transactions contemplated by this Agreement and the other agreements, instruments and documents contemplated hereby. Without limiting the generality of the preceding sentence, Seller shall pay all costs and expenses incurred in connection with obtaining an order of the Court approving this Agreement and authorizing Seller to perform its obligations set forth in this Agreement, including the sale of the Purchased Assets to the Buyer pursuant to this Agreement free and clear of Liens and Claims. Buyer shall pay all costs and expenses (including filing fees payable to the U.S. Patent and Trademark Office or any other federal, state, local or foreign governmental agency or body) and transfer taxes, if any, incurred in connection with effectuating, evidencing, recording or confirming the sale, transfer, assignment and conveyance of the Purchased Assets as provided herein.

3. Consideration.

3.1 Purchase Price. The consideration payable by Buyer to Seller for the Purchased Assets shall consist of the payment to Seller at Closing of the sum of Two Million Dollars (\$2,000,000.00) (the "Purchase Price"), by Seller's applying the "Deposit" (as defined in Section 8.1) towards the Purchase Price and by Buyer's payment of the balance by wire transfer of immediately available funds to an account designated by Seller. The payment of the Purchase Price and the offer of Buyer set forth in this Agreement is for all of the Purchased Assets.

3.2 Allocation. The allocation of the Purchase Price among the Purchased Assets shall be in accordance with Exhibit A and Section 1060 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder. Buyer and Seller, on behalf of Seller, shall file all returns and reports with respect to the transactions contemplated by this Agreement, including all federal, state and local tax returns, on the basis of such allocation.

4. The Closing Date; Deliveries at the Closing.

4.1 Closing Date. The closing of the sale and purchase of the Fleeer Collectibles Assets pursuant to this Agreement (the "Closing") shall take place at the offices of Fox Rothschild, LLP, 2000 Market Street, 10th Floor, Philadelphia, Pennsylvania 19103 at 10:00 a.m., Eastern Time, on either:

(a) the second business day after the Court approves this Agreement and authorizes Seller to perform hereunder and consummate the Closing, if no objection to such approval was made and not withdrawn at the hearing at which such approval was granted, or

(b) the expiration of the appeal period with respect to the Court's approval of this Agreement and authorization of Seller to perform hereunder and consummate the Closing, if an objection to such approval was made and not withdrawn at the hearing at which such approval was granted,

subject in either case to satisfaction or waiver of the conditions to the parties' respective obligations to consummate the Closing as set forth in Sections 10 and 11.

4.2 Deliveries by Seller. At the Closing, Seller shall execute and deliver to Buyer (a) Assignments of Trademarks (U.S. and foreign), substantially in the form of Exhibit B ("Trademark Assignment"), covering all trademarks included in the Purchased Assets, (b) Assignments of Copyrights (U.S. and foreign), substantially in the form of Exhibit C ("Copyright Assignment"), covering all copyrights included in the Purchased Assets, (c) a Bill of Sale and Assignment, substantially in the form of Exhibit D (the "Bill of Sale and Assignment"), covering all Fleeer/SkyBox Intellectual Property not conveyed by the Trademark Assignment or Copyright Assignment, (d) a Bill of Sale and Assignment, covering all Fleeer Collectibles Assets not conveyed by the Trademark Assignment or Copyright Assignment, and (e) any other transaction documents or instruments listed in Section 11 or otherwise required hereunder or reasonably requested by Buyer, and delivery of which is within Seller's control, in connection with the transactions contemplated by this Agreement. All of the agreements, instruments and documents to be executed by Seller pursuant to this Agreement are hereinafter sometimes referred to collectively as the "Seller Transaction Documents".

4.3 Deliveries by Buyer. At the Closing, Buyer shall deliver the Purchase Price in the manner provided in this Agreement and shall execute and deliver to Seller any transaction documents or instruments listed in Section 10 or otherwise required hereunder or reasonably requested by Seller in connection with the transactions contemplated by this Agreement. All of the agreements, instruments and documents to be executed by Buyer pursuant to this Agreement are hereinafter sometimes referred to collectively as the "Buyer Transaction Documents".

5. Seller's Representations and Warranties. Seller represents and warrants to Buyer that the following statements in this Section 5 are true as of the date hereof and as of the date of Closing:

5.1 Title to Purchased Assets. Except as set forth on Schedule 5.1, Seller has good and valid title to the Purchased Assets, including without limitation all right, title and interest in and to the intellectual property set forth on Schedules 8.2 and 8.3(d), and, upon consummation of the Closing, Seller shall transfer and convey to Buyer good and valid title to the Purchased Assets, free and clear of all Liens and Claims. Following the Closing, neither Seller nor any Related Party will have any rights, interests or claims of any kind or nature against or affecting the Purchased Assets other than the rights provided to the Seller pursuant to Section 8.10.

5.2 Authority. Subject to the Court's approval of this Agreement and authorization of Seller to perform hereunder and consummate the Closing, and compliance with the requirements of applicable law, Seller shall have the requisite power and authority to execute and deliver this Agreement and the Seller Transaction Documents, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. Subject to approval by the Court and compliance with the requirements of applicable law, the execution and delivery of this Agreement and the Seller Transaction Documents, the performance of Seller's obligations hereunder and thereunder and Seller's consummation of the transactions contemplated hereby and thereby shall have been duly and validly authorized by all necessary action on the part of Seller. This Agreement has been duly and validly executed and delivered by Seller and, subject to approval by the Court and compliance with the requirements of applicable law, shall constitute the legal, valid and binding agreements of Seller, enforceable against Seller in accordance with their respective terms, subject to principles of equity and to the effect of any bankruptcy, insolvency, moratorium, reorganization or similar law for the relief of debtors.

5.3 Consents and Approvals; No Violation. Except for receipt of all required Court approvals and disregarding all License Claims, there is no requirement applicable to Seller that would require making any filing with, or obtaining any permit, authorization, license, consent or approval of, any third party as a condition to the lawful consummation of the sale of the Purchased Assets to Buyer pursuant to this Agreement. The execution and delivery of this Agreement by Seller and the consummation by Seller of its obligations hereunder and under the Seller Transaction Documents, assuming receipt of Court approval, shall not (i) violate any order, writ, judgment, injunction or decree applicable to Seller, Flee/SkyBox, Flee Collectibles or any of the Purchased Assets; or (ii) result in the creation of any Lien upon any of the Purchased Assets which would not be discharged on or before the Closing Date.

5.4 Certain Fees. Neither Seller nor anyone acting on behalf of Seller has engaged any broker or finder or incurred any liability for any financial advisory, brokerage or finders' fees or commissions in connection with the transactions contemplated hereby.

5.5 Accuracy of Information Furnished. No representation or warranty by Seller in this Agreement knowingly contains any untrue statement of a material fact or knowingly omits to state a material fact necessary to make any such representation or warranty not materially misleading to a prospective purchaser of the Purchased Assets that is sophisticated and knowledgeable of the respective businesses previously conducted by Fler/SkyBox and Fler Collectibles and that has conducted appropriate due diligence. The Court, before it issues an order approving the consummation of the Closing, shall have been accurately informed of all material facts relating to this Agreement and the transactions contemplated hereby to the extent required by applicable law governing the Assignment Proceedings and motions to approve sales of assets in the Assignment Proceedings.

6. Disclaimer of Additional Representations, Warranties, Etc. **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PURCHASED ASSETS ARE BEING SOLD, TRANSFERRED, ASSIGNED AND CONVEYED "AS IS, WHERE IS AND WITH ALL FAULTS."** Except as otherwise expressly set forth in this Agreement, **SELLER HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION, WARRANTY, COVENANT, CONDITION, GUARANTY OR ASSURANCE OF ANY KIND WHATSOEVER THAT OTHERWISE MIGHT BE IMPLIED BY THIS AGREEMENT OR UNDER APPLICABLE LAW, OR MIGHT ARISE OR BE IMPLIED FROM A COURSE OF PERFORMANCE OR A COURSE OF DEALING OR TRADE USAGE OR CUSTOM, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION, WARRANTY, COVENANT, CONDITION, GUARANTY OR ASSURANCE AS TO THE MERCHANTABILITY OF ANY PURCHASED ASSETS, VALIDITY OR COLLECTABILITY OF ANY ACCOUNTS RECEIVABLE, DESIGN OR WORKMANSHIP IN ANY INVENTORY OR EQUIPMENT, REPAIR OR MAINTENANCE OF ANY INVENTORY OR EQUIPMENT, DURABILITY OR CONDITION OF ANY INVENTORY OR EQUIPMENT, ABSENCE OF DEFECTS (PATENT OR LATENT) OR DANGEROUS CONDITIONS IN ANY INVENTORY OR EQUIPMENT, QUALITY OR VALUE OF ANY PURCHASED ASSETS, RELIABILITY OR CONDITION OF ANY PURCHASED ASSETS, CONFORMITY OF ANY PURCHASED ASSETS WITH ANY SPECIFICATIONS OR DESCRIPTION, ACCURACY OR COMPLETENESS OF ANY RECORDS OR INFORMATION, USE OF ANY PURCHASED ASSETS, ADEQUACY OR FITNESS OF ANY PURCHASED ASSETS FOR ANY PARTICULAR PURPOSE.** Without limiting the foregoing, with respect to any copyrights, trademarks or service marks (whether pending, registered or unregistered), limited liability company, partnership and/or corporate or fictitious names, trade names, domain names, logos, slogans, trade dress, commercial symbols, trade secrets, know-how and other intellectual property rights of any kind included in the Purchased Assets (collectively, "Intellectual Property"), except as otherwise expressly set forth in this Agreement, **SELLER HEREBY EXPRESSLY AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION, WARRANTY, COVENANT, CONDITION, GUARANTY OR ASSURANCE OF ANY KIND WHATSOEVER THAT OTHERWISE MIGHT BE IMPLIED BY THIS AGREEMENT OR UNDER APPLICABLE LAW, OR MIGHT**

ARISE OR BE IMPLIED FROM A COURSE OF PERFORMANCE OR A COURSE OF DEALING OR TRADE USAGE OR CUSTOM, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION, WARRANTY, COVENANT, CONDITION, GUARANTY OR ASSURANCE AS TO THE QUALITY, DISTINCTIVENESS OR VALUE OF ANY MARKS INCLUDED IN THE PURCHASED ASSETS. Seller has conducted no due diligence, analysis, valuation or assessment of the Intellectual Property with the understanding that, as between Buyer and Seller, all risks associated with the foregoing matters shall be borne by Buyer. The foregoing disclaimer is intended to effect an allocation of risk and rights as between Buyer and Seller and is not, and shall not be deemed to constitute, an admission or evidence that any rights or claims with respect to any Intellectual Property are invalid, deficient or unenforceable.

7. Buyer's Representations and Warranties. Buyer represents and warrants to Seller, Fleeer/SkyBox and Fleeer Collectibles that the following statements are true as of the date hereof:

7.1 Existence; Good Standing; Authority. Buyer is and through the Closing Date shall be a limited liability company duly formed, validly existing and in good standing under the laws of the State of Nevada. Buyer has the requisite limited liability company power and authority to enter into this Agreement and the Buyer Transaction Documents, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Buyer Transaction Documents, the performance of its obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary limited liability company action on the part of Buyer. This Agreement has been duly and validly executed and delivered by Buyer and constitute the legal, valid and binding agreements of Buyer, enforceable against Buyer in accordance with their respective terms and, as of the Closing Date, shall be enforceable against Buyer in accordance with their respective terms, subject to principles of equity and to the effect of any bankruptcy, insolvency, moratorium, reorganization or similar law for the relief of debtors.

7.2 Consents and Approvals; No Violation. There is no requirement applicable to Buyer to make any filing with, or to obtain any permit, authorization, license, consent or approval of any third party, as a condition to the lawful consummation of the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the Buyer Transaction Documents, and the performance by Buyer of its obligations hereunder and thereunder shall not: (a) conflict with or result in any breach of any provision of its certificate of formation or operating agreement; (b) result in a default or give rise to any right of termination, cancellation or acceleration under any of the terms, conditions or provisions of any contract, note, bond, mortgage, indenture, agreement, lease, or other instrument or obligation to which Buyer is a party or by which Buyer or any of its assets may be bound, or violate any order, writ, injunction or decree applicable to Buyer.

7.3 Sufficient Funds. Buyer possesses on the date hereof, and Buyer shall possess at all times relevant to its performance of this Agreement, sufficient financial resources to consummate the transactions contemplated by this Agreement and to perform its other obligations hereunder, without need for any financing or investment not already in place.

7.4 Litigation. There is no legal, administrative, arbitration or other proceeding or governmental investigation involving Buyer pending or, to the knowledge of Buyer, threatened that could adversely affect the right, power or ability of Buyer, legally or practically, to perform its obligations under this Agreement or any Buyer Transaction Document.

7.5 Certain Fees. Neither Buyer nor anyone on behalf of Buyer has engaged any broker or finder or incurred any liability for any financial advisory, brokerage or finders' fees or commissions in connection with the transactions contemplated hereby.

7.6 Acceptance of Limited Representations, Warranties and Covenants. Seller, Fleeer/SkyBox and Fleeer Collectibles have not made, and none of them are required or expected to make, any representation, warranty or covenant of any kind, express or implied, and none of them have provided, and none of them are required or expected to provide, any guaranty, assurance or inducement of any kind relating to this Agreement, any Seller Transaction Document, any Buyer Transaction Document or any transaction contemplated by any of the foregoing, except as expressly set forth in this Agreement or in the Seller Transaction Documents. Without limiting the generality of the foregoing, Seller has expressly disclaimed any representation, warranty, covenant, condition, guaranty or assurance of any kind that otherwise might be implied by this Agreement or under applicable law, or might arise or be implied from a course of performance or a course of dealing or trade usage or custom, including as to a variety of matters and risks referenced in Section 6. Prior to the Due Diligence End Date or termination of this Agreement, Buyer will have examined the Purchased Assets, reviewed books and records of Fleeer/SkyBox and Fleeer Collectibles and conducted independent due diligence (including through contact with the other parties to the Prior License Agreements) regarding the matters and risks referenced in Section 6 and the other risks associated with entering into this Agreement on the terms and conditions set forth herein, and, based on such examination, review and due diligence by Buyer, Buyer will have made its own independent determinations with respect to the matters and risks referenced in Section 6 and such other risks. Buyer has taken into account the limited representations, warranties and covenants being made by Seller and the limited remedies provided under this Agreement and the Seller Transaction Documents in entering into this Agreement and in negotiating the Purchase Price and other terms and conditions set forth herein.

8. Certain Covenants of the Parties.

8.1 Good Faith Deposit. On the date hereof, Buyer shall pay Seller the sum of Five Hundred Thousand Dollars (\$500,000.00) as a good faith security deposit (the "Deposit"). Upon consummation of the Closing, Seller shall retain the Deposit, and the amount of the Deposit shall be applied as a credit towards the Purchase Price payable by Buyer at the Closing. If Seller terminates this Agreement in accordance with Section 12.2(b), Seller shall be entitled to retain the Deposit. If Buyer terminates this Agreement in accordance with Section 12.1 (which includes termination by Buyer pursuant to Section 8.2, 8.3, 8.6, 8.8, 9.2, 9.4 or 9.5), if Seller terminates this Agreement pursuant to Section 12.2(a) or 12.2(c) or if either party terminates this Agreement pursuant to Section 12.3, Seller shall refund the Deposit to Buyer.

8.2 Fleeer/SkyBox Intellectual Property. On the date hereof, Seller has no knowledge that any of the following statements are not true and correct:

(a) Prior to the Closing Date, all necessary and appropriate filings shall have been made with each Governmental Authority necessary to register all of the trademarks and copyrights listed on Schedule 8.2 in Seller's name. For purposes hereof, Governmental Authority means any United States federal, state or local, or any supra-national or non-U.S., government, political subdivision, governmental, regulatory or administrative authority, instrumentality, agency body or commission, self-regulatory organization, court, tribunal or judicial or arbitral body.

(b) Except as disclosed on Schedule 8.2, Fleer/SkyBox's use of its Intellectual Property has not infringed on the rights of any third party.

(c) Except as disclosed on Schedule 8.2, no claim, suit or action is pending or threatened alleging that Fleer/SkyBox has infringed on the intellectual property rights of any third party.

If either party hereto discovers that any statement in Sections 8.2(a)-(c) is false as of the date hereof, such party shall so inform the other party hereto in writing promptly (and, in any event, within three business days) of such discovery. Buyer shall have the right to terminate this Agreement, by giving written notice of termination to Seller within five business days after its discovery (including by its receipt of notice from Seller) that a statement in Sections 8.2(a)-(c) is false, if and only if the effect of such false statement would deprive the Buyer of the material benefits of its bargain under this Agreement. If Buyer does not elect to terminate this Agreement in accordance with the preceding sentence within five business days after discovery of a false statement in Sections 8.2(a)-(c), Buyer shall be deemed to have waived its right to terminate based on such false statement, but Buyer shall retain its rights with respect to any subsequent discovery of a false statement in Sections 8.2(a)-(c).

8.3 Fleer Collectibles' Assets. On the date hereof, Seller has no knowledge that any of the following statements are not true and correct:

(a) Accounts Receivable. Schedule 8.3(a) contains a true and complete list and aging of the Fleer Collectibles Accounts Receivable as of the date hereof based on Fleer Collectibles' books and records. Except as set forth on Schedule 8.3(a), all Fleer Collectibles Accounts Receivable as of the date hereof arose in the ordinary course of conducting the Collectibles Business and reflect only extensions of credit consistent with Fleer Collectibles' past practices.

(b) Inventory. Schedule 8.3(b) contains a true and complete list of the Fleer Collectibles Inventory as of the date hereof based on Fleer Collectibles' books and records. All items on Schedule 8.3(b) were acquired for resale, for use as a sample or model for marketing purposes, or for parts or supplies in the ordinary course of conducting the Collectibles Business, consistent with Fleer Collectibles' most recent practices.

(c) Equipment. All material items of Fleer Collectibles Equipment as of the date hereof that have a fair market value in excess of \$1,000 are listed on Schedule 8.3(c). Except as disclosed on Schedule 8.3(c), all such Fleer Collectibles Equipment was as of the Cessation Date in working order, normal wear and tear excepted, and conformed in all material

respects with all applicable legal requirements. Schedule 8.3(c) identifies those items of Fler Collectibles Equipment used in the Collectibles Business that are leased, and true and correct copies of all leases of such Fler Collectibles Equipment have been delivered or made available to Buyer.

(d) Intellectual Property. Prior to the Closing Date, all necessary and appropriate filings shall have been made with each Governmental Authority necessary to register all of the trademarks and copyrights listed on Schedule 8.2(a) in Seller's name. Except as disclosed on Schedule 8.3(d), Fler Collectibles' use of its intellectual property has not infringed on the rights of any third party (other than Fler/SkyBox). Except as disclosed on Schedule 8.3(d), no claim, suit or action is pending or threatened alleging that Fler Collectibles has infringed on the intellectual property rights of any third party.

(e) Sufficiency of Assets. The assets assigned to Seller constitute all of the assets of Fler Collectibles and Fler/SkyBox used in the ordinary course of business of Fler Collectibles and Fler/SkyBox.

If either party hereto discovers that any of the statements in Sections 8.3(a)-(d) are false as of the date hereof, such party shall so inform the other party hereto in writing promptly (and, in any event, within three business days) of such discovery. Buyer shall have the right to terminate this Agreement, by giving written notice of termination to Seller within five business days after its discovery (including by its receipt of notice from Seller) that a statement in Sections 8.3(a)-(d) is false, if and only if:

(i) the face amount of the Fler Collectibles Accounts Receivable as of the date hereof, as set forth on Schedule 8.3(a), is overstated by more than 10%, it being specifically acknowledged that no representation, warranty or other assurance of any kind has been made with regard to collection of any Fler Collectibles Accounts Receivable;

(ii) the Fler Collectibles Inventory as of the date hereof, as set forth on Schedule 8.3(b), valued at the lower of actual cost or fair market value (on a going concern basis not in liquidation) consistent with Fler Collectibles' past practices (including with respect to write-offs for damaged or obsolete merchandise) based on the specific identification method, is overstated by more than 10%, it being assumed for purposes of valuing the Fler Collectibles Inventory that all requisite licenses would be in place for sale thereof; or

(iii) the effect of the false statement in Section 8.3(c) or (d) would deprive the Buyer of the material benefits of its bargain under this Agreement.

If Buyer does not elect to terminate this Agreement in accordance with the preceding sentence within five business days after discovery of a false statement in Sections 8.3(a)-(d), Buyer shall be deemed to have waived its right to terminate based on such false statement, but Buyer shall retain its rights with respect to any subsequent discovery of a false statement in Sections 8.3(a)-(d).

8.4 Conduct Pending the Closing. Until the Closing or the termination of this Agreement (in the absence of a Closing), Seller, subject to approval of the Court, shall use all commercially reasonable efforts to:

(a) not dispose of any Purchased Assets (other than collection of Fleeer Collectibles Accounts Receivable) and

(b) not knowingly violate any applicable law or any order, judgment, injunction or decree applicable to Seller or any of the Purchased Assets or to the conduct of the Collectibles Business.

8.5 Access. From the date hereof until the Closing Date or the termination of this Agreement (in the absence of a Closing), Seller shall: (a) afford Buyer and its officers, employees, agents, representatives, accountants and counsel who have been informed of and agreed to comply with the obligations and restrictions pursuant to Section 13.2 (collectively, "Representatives") reasonable access during normal business hours to all information reasonably available concerning the Fleeer/SkyBox Intellectual Property, the Fleeer Collectibles Assets, the Prior License Agreements and the operation of the Collectibles Business (including Fleeer Collectibles' financial records and reports, Contracts, properties and any other materials relating to the Collectibles Business, Fleeer Collectibles' liabilities and obligations) as Buyer may reasonably request in order to conduct due diligence or prepare for the consummation of the Closing; and (b) use all reasonable efforts to cause the respective officers, accountants and representatives of Fleeer/SkyBox and Fleeer Collectibles to cooperate with such due diligence examination by Buyer and to furnish Buyer with such information to which it may be entitled hereunder. The parties acknowledge that Seller is providing Buyer with access to information pursuant to this Section 8.5 solely for purposes of facilitating Buyer's due diligence, Buyer's preparation for the Closing and Buyer's preparation for the conduct of its business using the Purchased Assets after the Closing (such purposes, "Permitted Purposes"); accordingly, unless and until the Closing is consummated, neither Buyer nor any of its Representatives shall directly or indirectly use or exploit any "Confidential Information" (as defined in Section 13.2) for any purpose whatsoever other than the Permitted Purposes.

8.6 Satisfactory Due Diligence Review. Notwithstanding any other section of this Agreement, Buyer's obligation to close the transactions contemplated hereby and this Agreement, including its obligation to pay the Purchase Price, is subject to Buyer's satisfaction as determined in its sole discretion with the results of its financial, legal and business due diligence. At any time on or before the Due Diligence End Date, Buyer may elect to terminate this Agreement, by giving written notice of termination to Seller, based on Buyer's determination that it is not satisfied with the results of its due diligence. If Buyer does not give written notice of termination to Seller pursuant to the preceding sentence on or before the Due Diligence End Date, Buyer shall be deemed for purpose of this Section 8.6 and Section 12.1(a) to have completed and be satisfied with the results of its due diligence. Notwithstanding the foregoing, Buyer's satisfaction with the results of its due diligence shall not constitute a waiver of any of Seller's representations, warranties or covenants set forth in this Agreement.

8.7 Efforts to Close. The parties shall use all of their respective commercially reasonable efforts to perform or cause to be performed each covenant made by it and to satisfy or cause to be satisfied all conditions to the other party's obligation to consummate the Closing as soon as practicable. If any party acquires knowledge after the date hereof of (a) any matter which, if existing, occurring or known at the date of this Agreement would have been required to be disclosed pursuant to this Agreement or (b) the occurrence of any event (including the failure

of any event to occur) that is likely to result in the failure to satisfy any condition specified in Section 10 or 11, the party acquiring such knowledge shall promptly notify the other parties thereof, in writing, in sufficient detail to permit a reasonable analysis thereof.

8.8 Maintenance of Insurance; Risk of Loss. Seller shall not cause Fleeer Collectibles to cancel any insurance it has in effect with respect to any of the Fleeer Collectibles Assets, it being specifically agreed that the risk of loss to the Fleeer Collectibles Assets shall be borne by Seller, and Seller shall be entitled to receive all proceeds of insurance maintained by Seller or Fleeer Collectibles on the Fleeer Collectibles Assets. If all or any substantial portion of the Fleeer Collectibles Assets are damaged, destroyed or lost as a result of fire, explosion, earthquake, flood, tornado, hurricane, natural disaster, act of armed forces, terrorism, riot, civil disturbance or uprising, government taking or act of God (a "Substantial Loss"), either party shall have the right to terminate this Agreement by giving written notice of termination within five business days after such party learns of the Substantial Loss.

8.9 Guarantee. On the date hereof, The Upper Deck Company ("Guarantor") has entered into a Guarantee in the form of Exhibit F (the "Guarantee"), pursuant to which Guarantor (a) confirms that the representations and warranties of Buyer in this Agreement are true and correct and that all representations and warranties of Buyer in the Buyer Transaction Documents shall be true and correct when made, (b) agrees to cause Buyer to comply with all provisions of this Agreement and shall comply with all provisions of this Agreement that relate to Guarantor (including an provisions that refer to an "affiliate" of Buyer) and (c) guarantees the complete and timely payment and performance of all liabilities and obligations of Buyer as, when and if the same are due under this Agreement and the Buyer Transaction Documents and agrees to indemnify and hold harmless Seller from and against any breach of representation, warranty or covenant by Buyer or any other failure of Buyer to completely and timely pay or perform any of its liabilities or obligations under this Agreement or any Buyer Transaction Document to the extent and if same are due and owing. All provisions of the Guarantee shall survive the termination of this Agreement unless Buyer terminates this Agreement as provided in this Agreement.

8.10 Limited Covenant Not to Sue and Consent to Use. Buyer recognizes that Seller, pursuant to his duties under N.J.S.A. 2A:19-1 et seq., is conducting an auction of the existing inventory of product and items assigned by Fleeer/SkyBox to Seller ("Assignee's Inventory") which may contain or display on such articles Fleeer/SkyBox Intellectual Property and/or the trademarks, copyrights, and other intellectual property of Fleeer Collectibles ("Fleeer Collectibles Intellectual Property"). Buyer and Seller expressly acknowledge that, in light of the limited and unique circumstances of Seller's auction and sale of such inventory as Assignee for the Benefit of Creditors of Fleeer/SkyBox International LP and for the Benefit of Creditors of Fleeer Collectibles, LLC, there is no appreciable likelihood of consumer confusion with respect to the Assignee's Inventory sold by Seller in connection with such role. Buyer will examine the Assignee's Inventory in connection with its due diligence, thereby approving the quality of such products and items through its ultimate decision to proceed with Closing of this Agreement. Accordingly, Buyer hereby expressly acknowledges and agrees that: (i) it consents to the incorporation in or display on each article of Assignee's Inventory of any Fleeer/SkyBox Intellectual Property and/or Fleeer Collectibles Intellectual Property as presently existing for the limited purpose of such sale of the Assignee's Inventory with no right of Seller to modify or

create a derivative work using Fleer/SkyBox Intellectual Property and/or Fleer Collectibles Intellectual Property, with no further obligations to Buyer other than as expressly provided herein; and (ii) it will not and shall not pursue, threaten, or otherwise seek (through litigation, arbitration, administrative, or other proceedings) to enforce any claims or rights in and to the Fleer/SkyBox Intellectual Property and/or Fleer Collectibles Intellectual Property against Seller arising out of or in connection with such sale of Assignee's Inventory. This covenant not to sue and consent to use is personal to Seller and non-transferable, but shall be enforceable against Buyer, its related entities, successors-in-interest, assignees, licensees, and all other parties who take or base any claim of rights in and to the Fleer/SkyBox Intellectual Property and/or Fleer Collectibles Intellectual Property from Buyer or upon the rights conveyed to Buyer hereunder. This covenant not to sue and consent to use is particular to the parties involved and the circumstances of Seller's auction and sale of products and items of Assignee's Inventory, and shall not be interpreted or construed to effectuate any abandonment of or intention to abandon any rights of Buyer in the Fleer/SkyBox Intellectual Property and/or Fleer Collectibles Intellectual Property, to provide evidence that any use of Fleer/SkyBox Intellectual Property and/or Fleer Collectibles Intellectual Property does not constitute an infringement of any of Buyer's rights therein, or to form the basis of any claim of rights of third parties. Notwithstanding the foregoing, Buyer acknowledges that Seller's sale of any Assignee's Inventory constitutes the sale of genuine trademarked and/or copyrighted goods made with Buyer's consent for purposes of the "exhaustion" and "first sale" doctrines.

9. Assignment Proceedings.

9.1 Court Filings. Until the Closing Date or the termination of this Agreement (in the absence of a Closing), Seller shall deliver to Buyer copies of all pleadings, motions, notices, statements, schedules, applications, reports and other papers that Seller files in the Assignment Proceedings within a reasonable time after filing; however, with respect to any such papers that relate to Buyer, Seller shall deliver a copy thereof not less than 48 hours before such filing and afford Buyer the opportunity to review and comment regarding all statements contained in such papers as they relate to Buyer.

9.2 Court Approval. The parties acknowledge and agree that this Agreement cannot be performed by or enforced against Seller unless and until the Court approves this Agreement and authorizes Seller's performance of this Agreement (including the sale of the Purchased Assets to Buyer free and clear of all Liens and Claims, subject to receipt and Court approval of any higher or better offer as contemplated by Section 9.4). If Court approval of this Agreement is not obtained within 60 days after the date of this Agreement, at any time thereafter before such Court approval is obtained, either Seller or Buyer may elect to terminate this Agreement by providing written notice of termination to the other party hereto, in which event this Agreement shall terminate without any further liability or obligation hereunder on the part of any party, except for Seller's obligation to pay the "Break-Up Fee" (as defined in Section 9.5) if and to the extent approved by the Court and except for obligations that survive termination as provided in Section 12.4.

9.3 Certain Limitation on Liability. In no event shall Seller have any liability hereunder in excess of, and in no event shall Buyer seek recourse or assert any claim hereunder

(or execute any judgment obtained in respect of any breach hereof) against, any assets held by Seller other than the Purchased Assets and the proceeds thereof.

9.4 Higher and Better Offers. Buyer acknowledges and agrees that this Agreement (including Buyer's purchase offer contained herein) is subject to higher or better offers for the Fleer/SkyBox Intellectual Property and Fleer Collectibles Assets, which may be solicited by and/or received by Seller and approved by the Court. Seller shall give Buyer 5 business days' prior written notice of the hearing on his motion to approve and authorize the sale of the Fleer/SkyBox Intellectual Property and Fleer Collectibles Assets pursuant to this Agreement ("Sale Hearing"), and Buyer shall have the right and opportunity (but not the obligation) to make a competitive bid. If Buyer's bid is not accepted and approved by the Court, Seller's obligation to sell the Fleer/SkyBox Intellectual Property and Fleer Collectibles Assets pursuant to this Agreement shall terminate without any further liability or obligation on the part of any party, and this Agreement shall terminate without any party having any further liability or obligation hereunder, except for Seller's obligation to pay the "Break-Up Fee" (as defined in Section 9.5) if and to the extent approved by the Court and except for obligations that survive termination as provided in Section 12.4.

9.5 Break-Up Fee. In the event that the Court approves a higher or better offer for the purchase of the Purchased Assets from a person other than Buyer or any person or entity directly or indirectly affiliated with or otherwise related to Buyer or any nominee thereof, then, subject to Court approval, Buyer shall be paid, upon closing from the proceeds of the sale of the Purchased Assets to such other person the sum of Sixty Thousand Dollars (\$60,000.00) (the "Break-Up Fee"), by wire transfer of immediately available funds to an account designated by Buyer, as liquidated damages. Seller shall seek Court approval of the Break-Up Fee as provided in this Section 9.5 on the same day as the Sale Hearing but in no event later than 30 days following the date of this Agreement. If Court approval of the requirement to pay the Break-Up Fee as provided in this Section 9.5 is not obtained on the Sale Hearing date immediately prior to the hearing on the sale, Buyer may terminate this Agreement by providing written notice of termination to Seller at any time prior to the Court's approval of the Break-Up Fee.

10. Conditions to the Obligation of Seller. The obligation of Seller to effect the transactions contemplated hereby on the Closing Date shall be subject to the satisfaction on or prior to the Closing Date of the following conditions, any one or more of which may be waived by Seller:

10.1 Buyer Transaction Documents. All of the Buyer Transaction Documents shall have been delivered by Buyer to Seller.

10.2 Purchase Price. Buyer shall have tendered the Purchase Price in accordance with this Agreement.

10.3 No Termination. This Agreement shall not have been terminated in accordance with Section 8.2, 8.3, 8.6, 8.8, 9.2, 9.4, 9.5 or 12.

10.4 Sale Approval Order. The Court shall have entered an order in form and substance reasonably satisfactory to Seller and Buyer approving this Agreement and authorizing Seller to perform its obligations under this Agreement, including the sale of the Purchased Assets pursuant to this Agreement free and clear of all Liens and Claims (the "Sale Approval Order").

11. Conditions to the Obligation of Buyer. The obligation of Buyer to effect the transactions contemplated hereby on the Closing Date shall be subject to the satisfaction on or prior to the Closing Date of the following conditions, any one or more of which may be waived by Buyer:

11.1 Seller Transaction Documents. All of the Seller Transaction Documents shall have been delivered by Seller to Buyer.

11.2 Conveyance of Purchased Assets Free and Clear. Seller shall have sold, transferred, assigned, granted and conveyed the Purchased Assets to Buyer, free and clear of all Liens and Claims.

11.3 No Termination. This Agreement shall not have been terminated in accordance with Section 8.2, 8.3, 8.6, 8.8, 9.2, 9.4, 9.5 or 12.

11.4 Sale Approval Order. The Court shall have entered the Sale Approval Order.

12. Termination.

12.1 Termination by Buyer. This Agreement may be terminated and the transactions contemplated hereby abandoned by Buyer as follows:

(a) On or before the Due Diligence End Date, by written notice to Seller in accordance with Section 8.6; or

(b) by written notice to Seller in accordance with Section 8.2, 8.3, 8.8, 9.2, 9.4, or 9.5, if applicable; or

(c) by written notice to Seller prior to the Sale Hearing based upon any material breach by Seller of any covenant or agreement under this Agreement; provided, however, Buyer must exercise its right of termination within five (5) business days after attaining knowledge of such breach or Buyer's right to terminate based on such breach shall have expired; or

(d) by written notice to Seller prior to the Sale Hearing based upon any breaches of representations or warranties of Seller set forth herein where, if Closing were to occur, such breaches would result in the incurrence by Buyer of out-of-pocket fees and expenses of Fifty Thousand Dollars (\$50,000.00) in the aggregate; provided, however, Buyer must exercise its right of termination within five (5) business days after attaining knowledge of such breach or Buyer's right to terminate based on such breach shall have expired; or

(e) upon the entry of an order for relief under Chapter 7 or Chapter 11 of the U.S. Bankruptcy Code in a case in which Fleer/SkyBox or Fleer Collectibles is the debtor;

(f) if the Sale Approval Order is not entered by the Court within 60 days after the date of this Agreement.

12.2 Termination by Seller. This Agreement may be terminated and the transactions contemplated hereby abandoned by Seller:

(a) by written notice to Buyer in accordance with Section 8.2, 8.3, 8.8, 9.2 or 9.4, if applicable; or

(b) at any time prior to the Closing Date by written notice to Buyer, based upon any material breach by Buyer of any of its covenants or agreements under this Agreement, or any material breach by Buyer of any of its representations or warranties in this Agreement;

(c) if the Sale Approval Order is not entered by the Court within 60 days after the date of this Agreement.

12.3 Termination by Mutual Consent. The parties hereto may terminate this Agreement at any time on or prior to the Closing Date pursuant to a written instrument signed by all parties.

12.4 Effect of Termination. From and after the termination of this Agreement in accordance with the terms hereof, Seller and Buyer (and their respective officers, directors, employees and affiliates) shall have no further liability or obligation whatsoever under this Agreement; except, however, no termination of this Agreement shall relieve any party from a liability or obligation hereunder arising before such termination, shall release any claim based on a failure to satisfy a liability or perform an obligation to be satisfied or performed hereunder before such termination or shall relieve any party from a liability or obligation under any provision of Section 9.5, 13.2 or 14.

12.5 Limited Remedies. Notwithstanding anything in this Agreement to the contrary, prior to the consummation of the Closing, Buyer's sole and exclusive remedy in the event of a misrepresentation, breach of warranty or other breach of any provision of this Agreement by Seller shall be either:

(a) to terminate this Agreement, by giving Seller written notice of termination, or

(b) if Seller is refusing to consummate the Closing in breach of this Agreement and Buyer is ready, willing and able to consummate the Closing, to obtain an order from the Court to compel consummation of the Closing.

No representation, warranty or covenant made by Seller hereunder shall survive the Closing, and, accordingly, from and after the consummation of the Closing, Buyer shall not have any claim against Seller hereunder whatsoever. Without limiting the generality of the foregoing, at no time

and under no circumstances shall Buyer shall have any right to, or shall Buyer seek to, (i) recover monetary damages from Seller, except for the recovery of the Break-Up Fee as provided in Section 9.5 if with Court approval Buyer becomes entitled to receive the Break-Up Fee in accordance with the terms and conditions of this Agreement, or (ii) restrict, condition or otherwise interfere with the right or ability of Seller, Fleer/SkyBox, Fleer Collectibles or any third party to sell, transfer, assign and convey any or all of the Fleer/SkyBox Intellectual Property or Fleer Collectibles Assets or otherwise take any action inconsistent with consummation of any transaction contemplated by this Agreement, except for the right Buyer may have to compel consummation of the Closing in accordance with clause (b) of the first sentence of this Section 12.5 (if applicable).

13. Certain Covenants Regarding Information.

13.1 Post-Closing Access to Information. After the Closing, Buyer shall provide Seller with such information, and access during normal business hours to all books and records relating to any of the Fleer/SkyBox Intellectual Property, Fleer Collectibles Assets or the Collectibles Business (including the items described in Section 1.2(a)(v)), with respect to information arising prior to the Closing Date, as Seller may reasonably request from time to time in order to perform his duties as assignee for the benefit of the creditors of Fleer/SkyBox or as assignee for the benefit of the creditors of Fleer Collectibles, to administer and conclude the Assignment Proceedings, to wind up the affairs of Fleer/SkyBox or Fleer Collectibles (including the preparation and filing of tax returns, issuance of W-2's and similar matters) or to dissolve Fleer/SkyBox or Fleer Collectibles.

13.2 Covenants to Maintain Confidentiality. Unless and until Closing occurs, Buyer covenants that Buyer, its affiliates and their respective shareholders, directors, members, managers, officers, employees, agents, counsel, advisors and representatives shall maintain in strict confidence and duly safeguard, and shall not directly or indirectly disclose, divulge, use or exploit for any purpose whatsoever, any information regarded by Fleer/SkyBox, Fleer Collectibles or Seller as confidential or proprietary, including all information provided to Buyer pursuant to Section 8.5 (collectively, "Confidential Information"), except for disclosure to Representatives on a need-to-know basis and use of the Confidential Information solely for Permitted Purposes. Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to Buyer or its Representatives at the time of its receipt from Seller, (iii) is received from a third party who, to the knowledge of Buyer or its Representatives, did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by Buyer or its Representatives without reference to any Confidential Information. In addition to whatever liability a Representative may have for his own acts or omissions, Buyer shall be responsible and liable for all acts and omissions of its Representatives, as if committed directly by Buyer. If Closing does not occur and the Fleer/SkyBox Intellectual Property or Fleer Collectibles Assets are sold to a third party, the covenants of Buyer in this Section 13.2 shall be deemed to have been assigned as part of the Fleer/SkyBox Intellectual Property or Fleer Collectibles Assets to the purchaser thereof and shall inure to the benefit of and may be relied upon and enforced by such purchaser as fully and effectively as if a party hereto. After the Closing, Seller covenants that it shall maintain in strict confidence and duly safeguard, and shall not directly or indirectly disclose, divulge, use or

exploit for any purpose whatsoever, any Confidential Information (including as may be contained in the Retained Copy) or any information provided or made accessible to Seller pursuant to Section 13.1. This Section 13.2 shall survive the termination of this Agreement for two (2) years from the date hereof.

14. Dispute Resolution. The parties hereto agree that any claim, dispute or controversy arising under or in connection with this Agreement shall be submitted to the Court, and the determination of the Court shall be final and binding on all parties in interest, and each of the parties hereby waives any rights of appeal or review which it may otherwise have had in connection with such determination to the fullest extent permitted by law. This Section 14 shall survive the termination of this Agreement for any reason whatsoever.

15. General Provisions.

15.1 Entire Agreement. This Agreement, which includes the Exhibits and Schedules, embodies the entire agreement and understanding of the parties with respect to the transactions contemplated by this Agreement. All references herein to an "Exhibit" or "Schedule" shall refer to such exhibit or schedule to this Agreement.

15.2 Amendment and Modification. This Agreement may be amended, modified or supplemented only by the written agreement of all the parties hereto and, if in the opinion of Buyer and its counsel or Seller and its counsel it is necessary, approval by the Court pursuant to a final and non-appealable order.

15.3 Notices. All notices or other communications required or permitted to be given under or by reason of the provisions of this Agreement or any Seller Transaction Document or Buyer Transaction Document shall be in writing and shall be delivered personally to the recipient, sent to the recipient by reputable overnight courier service with charges prepaid or mailed to the recipient by United States certified or registered mail with return receipt requested and postage prepaid. Such notices or other communications shall be sent to the parties hereto at their respective addresses indicated below:

(a) If to Seller:

Warren J. Martin, Jr.
Prozio Bromberg & Newman, PC
100 Southgate Parkway
P.O. Box 1997
Morristown, NJ 07962

with a copy to:

Fleer/SkyBox International LP
1000 North Front Street
Suite 503
Wormleysburg, PA 17043
Attn: Alexander Grass, President

and to

Fleer Collectibles, LLC
1000 North Front Street
Suite 503
Wormleysburg, PA 17043
Attn: Alexander Grass, President

and to

Fox Rothschild, LLP
Princeton Pike Corporate Center
997 Lenox Drive, Building 3
Lawrenceville, New Jersey 08648-2311
Attn: Hal Baume, Esq.

(b) If to Buyer:

FSB Acquisition Company, LLC
3993 Howard Hughes Parkway
Suite 850
Las Vegas, NV 89109
Attn: President

with a copy to:

Liner Yankelevitz Sunshine & Regenstreif LLP
1100 Glendon Avenue, 14th Floor
Los Angeles, California 90024
Attn: Joshua B. Grode, Esq.

Notwithstanding the preceding sentence, each party shall have the right to change its address for receipt of notices and other communications and the person to whose attention such notice or other communication must be sent by giving notice of such change to the other party hereto in the manner provided above at least ten (10) days in advance. All notices and other communications shall be deemed to have been given hereunder when delivered personally, one business day after deposit with a reputable courier service that has guaranteed overnight delivery, or on the date shown on the return receipt, whether or not delivery is accepted by the addressee. Each party agrees to accept service of process at its address for receipt of notices pursuant to this Section 15.3.

15.4 Parties in Interest. This Agreement and all of provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns; however, neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any party hereto without the prior written consent of the other parties. Except for Seller, Buyer and their

respective heirs, representatives, successors and permitted assigns (including any purchaser of the Fleeer Collectibles Assets, which shall be deemed a successor and permitted assign of Seller for purposes of Section 13.2), no other person or entity (including any director, officer or employee or former director, officer or employee of any party hereto, or any creditor of any party hereto, whether or not an incidental beneficiary of any provision of this Agreement) is an intended third-party beneficiary of any provision of this Agreement or shall be entitled to rely upon or enforce any representation, warranty, covenant or other agreement herein, and no such person or entity shall have any claim, cause of action, right or remedy pursuant to this Agreement.

15.5 Further Assurances. Each party agrees that, at any time and from time to time, after the Closing, it shall take such actions to execute, acknowledge and deliver such further instruments and documents, including making the appropriate assignment filings with the U.S. Patent and Trademark and U.S. Copyright offices as set forth in Sections 8.2(a) and 8.3(d), and such further actions as the other party may reasonably request in order to carry out the terms and purposes of this Agreement, including to effect, evidence, record and confirm the sale, transfer, assignment and conveyance of the Purchased Assets to Buyer as contemplated by this Agreement.

15.6 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey applicable to contracts made and to be performed entirely within such state, without regard to principles of conflicts of law.

15.7 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other tribunal to be invalid, void, unenforceable or against its public policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

15.8 Counting Days. For purposes hereof, in computing the number of days (except where this Agreement requires computing the number of business days), all days shall be counted, including Saturdays, Sundays and holidays; provided, however, if the final day of any time period falls on a day that is not a business day, the final day of such period shall be deemed to be the immediately following business day. For purposes hereof, "business day" means a day that is not a Saturday, a Sunday or a day on which banking institutions in the State of New Jersey are authorized to close.

15.9 Knowledge. For purposes hereof, the knowledge of Seller shall mean only the actual knowledge of Seller after reasonable inquiry of Alexander Grass and Chris Tobia.

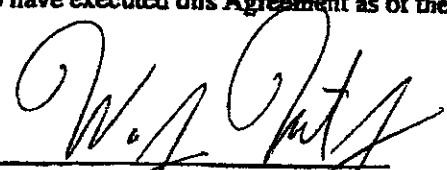
15.10 Construction. The terms "hereof," "hereby," "hereto" and "hereunder" mean, respectively, of, by, to and under this Agreement and refer to this Agreement as a whole, and not merely to the specific Section in which such term is used. The term "or" shall be construed to be inclusive and have the meaning of "and/or". The masculine form, wherever used herein, shall be construed to include the feminine and the neuter, and vice versa, where appropriate. The singular form, wherever used herein, shall be construed to include the plural, and vice versa, where appropriate. The term "include" (and correlative terms, such as "includes"

and "including") shall not be construed as a term of limitation in any context but shall be construed as if followed by the words "without limitation." All Exhibits to this Agreement are hereby incorporated by reference into this Agreement. The captions of Sections are for the convenience of reference only; they form no part of this Agreement and shall not limit or otherwise affect the interpretation of any provision herein. This Agreement is among sophisticated parties represented by their own independent counsel, and no provision hereof shall be construed against a party merely because of the role of such party or his or its counsel in the drafting thereof.

15.11 Counterparts. This Agreement may be executed in one or more counterparts, none of which need contain the signatures of all parties, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

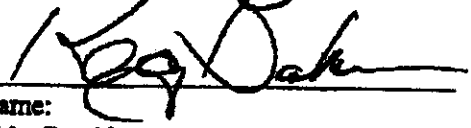
15.12 Facsimile Signatures. This Agreement shall be deemed executed and delivered by a party when its signature hereto has been delivered by facsimile transmission. A facsimile signature shall be treated in all respects as having the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.



WARREN J. MARTIN, JR., as Assignee for the Benefit of the Creditors of Fleeer Collectibles, LLC and as Assignee for the Benefit of the Creditors of Fleeer/SkyBox International LP

FSB ACQUISITION COMPANY, LLC

By: 

Name:
Title: President

LIST OF EXHIBITS AND SCHEDULES

Exhibit A	Allocation of Purchase Price
Exhibit B	Form of Trademark Assignment
Exhibit C	Form of Copyright Assignment
Exhibit D	Form of Bill of Sale and Assignment
Exhibit E	Form of Guarantee

Schedule 8.2	Fleer/SkyBox Intellectual Property
Schedule 8.3(a)	Accounts Receivable
Schedule 8.3(b)	Inventory
Schedule 8.3(c)	Equipment
Schedule 8.3(d)	Fleer Collectibles Intellectual Property

EXHIBIT A

Allocation of Purchase Price

Fleer/SkyBox Intellectual Property		\$600,000
Fleer Collectibles Assets:		
Accounts Receivable	\$ _____ *	
Inventory	\$ _____ *	
Equipment	\$ _____ *	
Intangible Assets	\$ _____ *	
Total		<u>\$1,400,000</u>
Total Purchase Price		\$2,000,000.00

**Buyer and Seller to agree prior to the Due Diligence End Date.*

EXHIBIT B

Form of

Trademark Assignment

See attached.

EXHIBIT C

Form of

Copyright Assignment

See attached.

EXHIBIT D
Form of
Bill of Sale and Assignment

See attached.

EXHIBIT E

Form of
Guarantee

See attached

Schedule 8.2

Fleer/SkyBox Intellectual Property

See attached.

There are defaults under the Prior License Agreements, and Seller makes no representation or warranty as to whether any of the Prior License Agreements remain in effect or are valid, binding or enforceable. Buyer does not assume any Prior License Agreement or any liability or obligation whatsoever in respect of any License Claims.

Schedule 8.3(a)

Accounts Receivable

See attached.

Schedule 8.3(b)

Inventory

See attached.

Schedule 8.3(c)

Equipment

See attached.

Schedule 8.3(d)

Fleer Collectibles Intellectual Property

See attached.

There are defaults under the Prior License Agreements, and Seller makes no representation or warranty as to whether any of the Prior License Agreements remain in effect or are valid, binding or enforceable. Buyer does not assume any Prior License Agreement or any liability or obligation whatsoever in respect of any License Claims.