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August 11, 2005

**VIA MESSENGER**

Honorable Ronald E. Bookbinder  
Burlington County Superior Court  
49 Rancocas Road, Room 102  
Mount Holly, NJ 08060  
Attn: Pamela Nielsen

Re: *Fleer/Collectibles, LLC---Assignment for the Benefit of  
Creditors*  
Docket No: P-2005-1408  
Our File No.: 00553.66065

Dear Judge Bookbinder:

Enclosed for filing please find an original and one copy of the following documents (collectively, the "Documents") for the above matter:

1. Order to Show Cause;
2. Verified Application for Order to Show Cause why an Order should not be entered: (1) Directing Landlord to permit the Assignee to remove inventory from the warehouse; (2) Permitting the Assignee to escrow the \$50,000 to protect the rights of the landlord and other creditors; and (3) Permitting the Assignee to seek damages if Landlord's actions harm The Estate (the "Application");
3. Certification of Randy Fridkis in Support of the Application; and
4. Proposed Order.

A copy of the Documents are being served on (i) Perry Warren, Esq., counsel to PSS and (ii) Morton R. Branzburg, Esq., counsel to Alex Grass via facsimile this morning.

Kindly return a stamped "filed" copy of the Documents to me in the enclosed self-addressed stamped envelope. Attached is our firm check in the sum of \$15.00 to cover any fee associated with this filing. If there is an additional fee please bill our account **81400**.

Thank you.

Very truly yours,

  
Brett S. Moore

BSM/alj  
Enclosure

cc: Perry Warren, Esq. (w/enc. via facsimile)  
Morton R. Branzburg, Esq. (w/enc. via facsimile)

**PORZIO, BROMBERG & NEWMAN, P.C.**

100 Southgate Parkway  
Morristown, NJ 07962-1997  
Telephone (973) 538-4006  
Fax (973) 538-5146

Attorneys Appearing: John S. Mairo (JM-0670)  
Brett S. Moore (BM-0014)

Attorneys for Warren J. Martin Jr., Assignee for the  
Benefit of Creditors of Fleer/SkyBox International LP  
and Fleer Collectibles, LLC

In the Matter of the General Assignment for  
the Benefit of Creditors of FLEER/SKYBOX  
INTERNATIONAL LP,

Assignor,

to

WARREN J. MARTIN JR.,

Assignee.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION, PROBATE PART  
BURLINGTON COUNTY

DOCKET NO: P-2005-1394

In the Matter of the General Assignment for  
the Benefit of Creditors of FLEER  
COLLECTIBLES, LLC,

Assignor,

to

WARREN J. MARTIN JR.,

Assignee.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION, PROBATE PART  
BURLINGTON COUNTY

DOCKET NO: P-2005-1408

**ORDER TO SHOW CAUSE**

This matter having been opened to the Court upon the Verified Application For Order to Show Cause Why An Order Should Not Be Entered: (1) Directing Landlord To Permit The Assignee To Remove Inventory From Warehouse; (2) Permitting the Assignee To Escrow \$50,000 To Protect The Rights Of The Landlord And Other Creditors; and (3) Permitting The

Assignee To Seek Damages If Landlord's Actions Harm The Estate (the "Application"), filed by Porzio, Bromberg & Newman, P.C., attorneys for Warren J. Martin Jr., Esq., Assignee for the Benefit of Creditors of Fleeer/SkyBox International LP and Fleeer Collectibles, LLC (the "Assignee"), and the Court having considered the Application and any opposition thereto, and for good cause having been found;

**IT IS** on this \_\_\_\_ day of \_\_\_\_\_, 2005,

**ORDERED** that PSS Warehousing & Transportation, Inc. ("PSS") show cause before the Honorable \_\_\_\_\_, a Judge of the Superior Court of New Jersey, Burlington County, at the Burlington County Courthouse, 49 Rancocas Road, Mt. Holly, New Jersey, on \_\_\_\_\_, 2005, at \_\_\_\_\_ a.m., or as soon thereafter as counsel may be heard, why an Order should not be entered:

(a) Directing PSS To Permit The Assignee To Remove The Inventory<sup>1</sup> From The Warehouse;

(b) Permitting the Assignee To Escrow \$50,000 To Protect The Rights Of PSS And Other Creditors; and

(c) Permitting The Assignee To Seek Damages If PSS's Actions Harm The Estate; and it is

**FURTHER ORDERED** that a copy of this Order, the Application and all accompanying certifications shall be served upon: (i) Perry Warren, Esq., counsel to PSS and (ii) Morton R. Branzburg, Esq., counsel to Alex Grass within one (1) business day of the date hereof. Service shall be made by either electronic mail or facsimile. Either of the means of service specified above shall be deemed sufficient service of process; and it is

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<sup>1</sup> All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Application.

**FURTHER ORDERED** that PSS's opposition papers, if any, shall be filed and served no later than \_\_\_\_ days before the return date.

---

, J.S.C.

**PORZIO, BROMBERG & NEWMAN, P.C.**

100 Southgate Parkway  
Morristown, NJ 07962-1997  
Telephone (973) 538-4006  
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Attorneys Appearing: John S. Mairo (JM-0670)  
Brett S. Moore (BM-0014)

Attorneys for Warren J. Martin Jr., Assignee for the  
Benefit of Creditors of Fleer/SkyBox International LP  
and Fleer Collectibles, LLC

In the Matter of the General Assignment for  
the Benefit of Creditors of FLEER/SKYBOX  
INTERNATIONAL LP,

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to

WARREN J. MARTIN JR.,

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SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION, PROBATE PART  
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DOCKET NO: P-2005-1394

In the Matter of the General Assignment for  
the Benefit of Creditors of FLEER  
COLLECTIBLES, LLC,

Assignor,

to

WARREN J. MARTIN JR.,

Assignee.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION, PROBATE PART  
BURLINGTON COUNTY

DOCKET NO: P-2005-1408

**VERIFIED APPLICATION FOR ORDER TO SHOW CAUSE WHY AN  
ORDER SHOULD NOT BE ENTERED: (1) DIRECTING LANDLORD TO  
PERMIT THE ASSIGNEE TO REMOVE INVENTORY FROM  
WAREHOUSE; (2) PERMITTING THE ASSIGNEE TO ESCROW \$50,000  
TO PROTECT THE RIGHTS OF THE LANDLORD AND OTHER  
CREDITORS; AND (3) PERMITTING THE ASSIGNEE TO SEEK  
DAMAGES IF LANDLORD'S ACTIONS HARM THE ESTATE**

Warren J. Martin Jr. (the "Assignee"), Assignee for the Benefit of Creditors of Fleeer/SkyBox International LP ("Fleeer/Skybox"), and Assignee for the Benefit of Creditors of Fleeer Collectibles, LLC ("Fleeer Collectibles") by and through his counsel, Porzio, Bromberg & Newman, P.C., by way of Verified Application For Order to Show Cause Why An Order Should Not Be Entered: (1) Directing The Landlord, PSS Warehousing & Transportation, Inc. ("PSS"), To Permit The Assignee To Remove Inventory From Warehouse; (2) Permitting The Assignee To Escrow \$50,000 To Protect The Rights of PSS And Other Creditors; and (3) Permitting The Assignee To Seek Damages If PSS's Actions Harm The Estate (the "Application"). The Assignee respectfully requests that a hearing be held on the Application by no later than Friday, August 12, 2005, and respectfully represents as follows:

#### **RELEVANT BACKGROUND**

1. I am the Assignee for the Benefit of Creditors of Fleeer/Skybox and Fleeer Collectibles, having been so designated pursuant to respective Deeds of Assignment for the Benefit of Creditors dated June 10, 2005 (the "Assignment Date").

2. Fleeer/Skybox was primarily in the business of producing and selling a wide variety of sport and entertainment trading cards, autographs of professional athletes, game-used equipment and photographs of professional athletes. Fleeer Collectibles was primarily in the business of producing and selling die-cast miniature replica vehicles.

#### **PSS Warehousing & Transportation, Inc.**

3. Prior to the Assignment Date, Fleeer/Skybox and Fleeer Collectibles leased warehouse space (the "Warehouse") from PSS.

4. Since the Assignment Date, the Assignee has continued to lease the Warehouse from PSS.

5. PSS has a claim against Fleer/Skybox in the amount of \$34,430.38 for pre-assignment rent, and, upon information and belief, may also have a claim against Fleer Collectibles for pre-assignment rent in an amount no greater than \$15,000<sup>1</sup> (collectively, the "Pre-Assignment Rent").

6. The Assignee is current on all post-Assignment rental charges owed to PSS. Indeed, after the Assignment Date, the Assignee has paid PSS in excess of \$45,000 for utilizing the Warehouse.

7. The Assignee is currently using the Warehouse to store such items as game worn uniform pieces, game used baseball bats and various trading cards (the "Inventory").

8. The Assignee has scheduled an auction (the "Auction") to sell, among other items, the Inventory on September 9, 2005 (the "Auction Date").

9. Despite being paid for all its post-Assignment rental charges, PSS has recently taken the position<sup>2</sup> that it will not permit the Assignee and/or any of his agents to retrieve the Inventory, claiming that the Assignee must pay all of the Pre-Assignment Rent prior to retrieving the Inventory. PSS seems to be taking the position that it is entitled to be paid ahead of all other creditors because it has a lien on the Inventory.

10. It is imperative that the Assignee be permitted to immediately remove the Inventory in order to properly prepare for the Auction because: (i) the Auction is scheduled to

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<sup>1</sup> Although PSS has provided the Assignee with invoices related to the Fleer/SkyBox pre-assignment rent, no invoices for the pre-assignment rent related to Fleer Collectibles has been provided to the Assignee.

<sup>2</sup> It is unfortunate that PSS waited until the Honorable Ronald E. Bookbinder, who is presiding over these matters, left for vacation before demanding payment of the Pre-Assignment Rent in order to cooperate with the Auction. Judge Bookbinder had a telephone conference with interested parties on July 22, 2005 at which time the proposed Auction was discussed, and a follow-up telephone conference call was scheduled for July 29, 2005 to resolve any outstanding issues prior to Judge Bookbinder's vacation. However, because no parties raised any issues, the July 29, 2005 telephone conference with all interested parties was cancelled. It was only after Judge Bookbinder left for his vacation that PSS advised the Assignee that it would not cooperate with the Assignee until it was paid its Pre-Assignment Rent. Although the Assignee's counsel attempted to resolve this matter without Court intervention, we have been unable to do so which necessitated the filing of the instant Application.

take place at the former headquarters of Fleeer/SkyBox, which premises must be vacated by September 15, 2005; (ii) the auctioneer hired by the Assignee cannot complete the catalog of items to be sold until the Inventory is removed from the Warehouse; (iii) the catalog must be completed and distributed to potential purchasers in advance of the Auction in order to maximize the return creditors; and (iv) the auctioneer has already begun advertising the Auction for September 9, 2005. *See* the supporting Certification of Randy Fridkis (the auctioneer) submitted simultaneously with this Application.

11. Furthermore, and importantly, if the Assignee escrows the amount of the Pre-Assignment Rent, then PSS's right to claim it should be paid ahead of all other creditors will be preserved. Indeed, even if PSS has a senior on the Inventory, it could not be paid until the Inventory was sold at the Auction. With the Application, the Assignee seeks authority to escrow the amount of the Pre-Assignment Rent before the Inventory is sold, however, the Assignee believes this is necessary so as to preserve PSS's rights and allow the Auction process to move forward smoothly so as to enhance the recovery at the Auction, which benefits all creditors. Ultimately, the determination of whether PSS has a senior lien entitling it to be paid the \$50,000 for its Pre-Assignment Rent can be determined later when distributions are made by the Assignee for pre-Assignment Date debts. However, the Assignee's need to have unfettered access to the Inventory is immediate and it is necessary for the benefit of all creditors that the Assignee (and his agents) be given such access so as to achieve the maximum return at the Auction.

#### **Requested Relief**

12. Accordingly, the Assignee respectfully requests that PSS show cause why an order should not be entered: (1) Directing PSS To Permit The Assignee To Remove Inventory From Warehouse; (2) Permitting the Assignee To Escrow \$50,000 To Protect The Rights of PSS

And Other Creditors; and (3) Permitting The Assignee To Seek Damages If PSS's Actions Harm The Estate.

### **The Auction**

13. As noted, the Assignee has scheduled an auction of substantially all remaining corporate assets and collectible inventory of Fleer/Skybox, including the Inventory for September 9, 2005.

14. Time is of the essence because the Auction is scheduled to occur at the Fleer/Skybox's headquarters ("Headquarters"), which must be vacated by the Assignee by no later than September 15, 2005, only six days after the scheduled Auction Date.

15. Because the Assignee will need a certain period of time after the Auction to obtain Court approval of the Auction results, distribute the Inventory sold at the Auction to the winning bidders, and to vacate and clean Headquarters, the Auction Date cannot be postponed without substantial harm to the estate.

16. Also, the Assignee has retained a professional auctioneer, Continental Auction Group, Inc. ("Continental") to prepare and administer the Auction pursuant to the Order dated July 1, 2005. *See* the Certification of Randy Fridkis in support of the Application (the "Fridkis Certification") at ¶ 2.

17. Continental has advised the Assignee that in order to maximize bids at the Auction, Continental should produce and circulate a catalog showcasing the Inventory (the "Catalog") as soon as possible. *See* the Fridkis Certification at ¶ 3.

18. In order to complete the Catalog, Continental must remove the Inventory from the Warehouse in order for it to be properly lotted and photographed. *See* the Fridkis Certification at ¶ 4.

19. Thus, unless the Assignee is permitted to retrieve the Inventory from the Warehouse in the very near future, Continental will be unable to finalize the Catalog and distribute it to interested parties in advance of the scheduled Auction Date. *See* the Fridkis Certification at ¶ 5.

20. Furthermore, because PSS has only recently raised the issue with respect to the Pre-Assignment Rent, Continental has already begun advertising the Auction for September 9, 2005. *See* the Fridkis Certification at ¶ 6.

### **LEGAL ARGUMENT**

21. The Assignee is the statutory representative of creditors charged with maximizing assets of the estate for the benefit of creditors. N.J.S.A. 2A:19-14 (2005).

22. Accordingly, the Assignee has devised the Auction and retained Continental to administer and publicize the Auction in order to recover the maximum value for creditors.

23. While the Assignee recognizes that PSS may have a statutory lien with respect to the Inventory, such lien rights cannot interfere with the Assignee's ability to maximize recovery for the creditors. N.J.S.A. 2A:19-31 provides:

[w]here the assignor is a tenant, all of his goods and chattels on the premises, in his possession, shall be subject to a lien for the payment of rent due to the landlord. The claim for rent in favor of the landlord, not exceeding 1 year's rent, shall be first paid and satisfied by the assignee out of the goods and chattels of the tenant which were on the demised premises at the time of the assignment.

N.J.S.A. 2A:19-31.

24. However, there is another secured creditor, namely Alex Grass (who purchased the interests of PNC Bank, N.A.), that also claims a security interest in the Inventory. Thus, there are at least two competing potentially secured parties, both of whom assert liens with respect to the Inventory.

25. While the Assignee acknowledges that it must be determined at some point which of these potentially secured creditors holds a senior position, that issue need not be decided at this juncture. Indeed, the Assignee is not close to making any sort of distribution to creditors at this point and time, and this is really a claims issue to be resolved when distributions are to occur. *See* N.J.S.A. 2A:19-33.<sup>3</sup> Accordingly, even if PSS is entitled to be paid the Pre-Assignment Rent, it is not entitled to such payment now and must not be permitted to disrupt the Auction and harm the estate.

26. Although the assignment cases do not explicitly set forth the measure of duty and accountability conferred to an assignee when conveying assets, the receivership cases, made applicable to assignment cases through New Jersey Court Rule 4:54,<sup>4</sup> clarify that assignees and receivers have “large discretionary powers” to decide the timing and manner of the conveyance. *Potts v. The New Jersey Arms and Ordnance Co.*, 17 N.J. Eq. 395, 398 (N.J. Ch. 1866); *see Twenty Nassau St. Holding Co. v. Twenty Nassau Street, Inc.*, 112 N.J. Eq. 213 (N.J. 1933) (holding that an “order for sale free and clear will be advised – at public or private sale in the receiver’s discretion”); *Fleming v. The Fleming Hotel Company*, 70 N.J. Eq. 509 (N.J. Ch. 1905) (ordering a receivership sale because it was not an abuse of the receiver’s discretion to refuse to adjourn the sale at the request of counsel representing 97% of the creditors, and all the stockholders, on the ground that an agreement had been made by a large part of the creditors for an extension of time).

27. The statute governing receiverships explicitly provides that:

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<sup>3</sup> N.J.S.A. 2A:19-33 provides, “If no exceptions to any claim or demand are filed, or, in any case any exceptions are filed, then after they have been adjudicated or settled, the assignee shall proceed to make, from time to time, fair and equal dividends among said creditors from the assets which shall come to hand in proportion to their claims.”

<sup>4</sup> Rule 4:54 provides: “The practice relating to assignments for the benefit of creditors under N.J.S.A. 2A:19-1 *et seq.* shall conform as nearly as practicable to the procedure relating to insolvent corporations.” N.J. R. 4:54; *see Rosner v. Plaza Hotel Associates, Inc.*, 146 N.J. Super. 447, 455 (App. Div. 1977).

The applicable receiver statute, N.J.S.A. 14A-5, provides in relevant part, “a receiver shall have power to...(c) sell, assign, convey or otherwise dispose of all or any part of the property of the corporation.”

When property of a corporation for which a receiver has been appointed is, at the time of such appointment, subject to one or more encumbrances, the Superior Court, upon the application of the receiver, may authorize the receiver to sell such property at public or at private sale, clear of encumbrances, for such price and upon such terms as the court may approve. No such sale shall be authorized or made except upon prior notice to the holders of the encumbrances affecting such property, and unless the receiver demonstrates to the satisfaction of the court that the sale of such property may be reasonably expected to benefit general creditors of the corporation without adversely affecting the interests of the holders of the encumbrances. The proceeds of such sale shall be paid into court, there to remain until the further order of the court, subject to the same encumbrances which affected the property at the time of the sale.

N.J.S.A. 14A:14-7 (2005).

28. Accordingly, it is very clear that so long as PSS's interests are adequately protected in the proceeds of a sale, PSS cannot preclude the Assignee from proceeding with the Auction.

29. Therefore, in an effort to satisfy PSS, the Assignee proposes to put the entire amount of Pre-Assignment Rent into escrow (the "Escrow") pending distributions to creditors. Under this scenario, PSS is in no worse position than it was when the Inventory was being stored at the Warehouse, while at the same time the Assignee can proceed with conducting the Auction.

30. Moreover, compelling PSS to allow the Assignee to immediately recover the Inventory will ultimately protect all creditors of the estate from any devaluation of the Inventory, and avoid the increased expenses that the estate will incur if there is any delay of the scheduled Auction.

31. Finally, to the extent that PSS's actions cause economic harm to the estate, the Assignee reserves all rights to seek monetary damages from PSS. By way of example, but without limitation, if the Auction is delayed and the Assignee is forced to renegotiate an

extended stay at Headquarters (assuming that's even possible), the Assignee reserves his right to seek monetary damages from PSS for all additional rental charges incurred by the estate as a result of such delay.

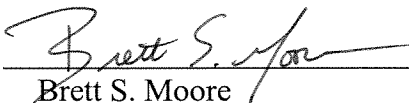
**NOTICE AND WAIVER OF LEGAL BRIEF**

32. Notice of this Application has been served via facsimile on (i) Perry Warren, Esq., counsel to PSS and (ii) Morton R. Branzburg, Esq., counsel to Alex Grass. Because the legal authority for the Application is set forth herein, the Assignee respectfully requests that the Court waive any requirement for the filing of a separate legal brief.

**WHEREFORE**, Warren J. Martin Jr., Assignee for the Benefit of Creditors of Fleeer/SkyBox International LP and Fleeer Collectibles, LLC, respectfully requests that that PSS show cause why an order should not be entered: (1) directing PSS to permit the Assignee to remove inventory from warehouse; (2) permitting the Assignee to escrow \$50,000 to protect the rights of PSS and other creditors; and (3) permitting the Assignee to seek damages if PSS's actions harm the estate, and for such other and further relief as the Court deems fair and equitable under the circumstances.

DATED: August 11, 2005

**PORZIO, BROMBERG & NEWMAN, P.C.**

By:   
Brett S. Moore

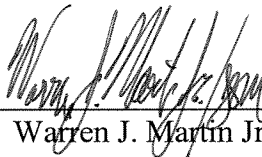
Attorneys for Warren J. Martin Jr., Assignee for the Benefit of Creditors of Fleeer/SkyBox International LP and Fleeer Collectibles, LLC

**VERIFICATION**

I, Warren J. Martin Jr., the Assignee for the Benefit of Creditors of Fleer/SkyBox Fleer/Skybox and Fleer Collectibles, do hereby make solemn oath that the statements contained in the foregoing Application are true according to the best of my knowledge, information and belief. I am aware that if any of the foregoing statements made by me as contained therein are willfully false, I am subject to punishment.

DATED: August 11, 2005

**PORZIO, BROMBERG & NEWMAN, P.C.**

By:  \_\_\_\_\_  
Warren J. Martin Jr., Assignee

**PORZIO, BROMBERG & NEWMAN, P.C.**

100 Southgate Parkway  
Morristown, NJ 07962-1997  
Telephone (973) 538-4006  
Fax (973) 538-5146

Attorneys Appearing: John S. Mairo (JM-0670)  
Brett S. Moore (BM-0014)

Attorneys for Warren J. Martin Jr., Assignee for the  
Benefit of Creditors of Fleer/SkyBox International LP  
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In the Matter of the General Assignment for  
the Benefit of Creditors of FLEER/SKYBOX  
INTERNATIONAL LP,

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to

WARREN J. MARTIN JR.,

Assignee.

SUPERIOR COURT OF NEW JERSEY

CHANCERY DIVISION, PROBATE PART

BURLINGTON COUNTY

DOCKET NO: P-2005-1394

In the Matter of the General Assignment for  
the Benefit of Creditors of FLEER  
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WARREN J. MARTIN JR.,

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SUPERIOR COURT OF NEW JERSEY

CHANCERY DIVISION, PROBATE PART

BURLINGTON COUNTY

DOCKET NO: P-2005-1408

**CERTIFICATION OF RANDY FRIDKIS IN SUPPORT OF  
VERIFIED APPLICATION FOR ORDER TO SHOW CAUSE WHY  
AN ORDER SHOULD NOT BE ENTERED: (1) DIRECTING  
LANDLORD TO PERMIT THE ASSIGNEE TO REMOVE  
INVENTORY FROM WAREHOUSE; (2) PERMITTING THE**

**ASSIGNEE TO ESCROW \$50,000 TO PROTECT THE RIGHTS OF THE LANDLORD AND OTHER CREDITORS; AND (3) PERMITTING THE ASSIGNEE TO SEEK DAMAGES IF LANDLORD'S ACTIONS HARM THE ESTATE**

I, Randy Fridkis, of full age, hereby certify and state as follows:

1. I am making this Certification in support of Verified Application For Order to Show Cause Why An Order Should Not Be Entered: (1) Directing PSS To Permit The Assignee To Remove Inventory From Warehouse; (2) Permitting The Assignee To Escrow \$50,000 To Protect The Rights Of PSS And Other Creditors; and (3) Permitting The Assignee To Seek Damages If PSS's Actions Harm The Estate (the "Application").

2. I am the owner of Continental Auction Group, Inc. ("Continental"), and have been hired to prepare and administer the Auction<sup>1</sup> pursuant to the Order dated July 1, 2005.

3. In order to maximize bids at the Auction, we need to produce and circulate a catalog to interested parties showcasing the Inventory (the "Catalog") as soon as possible.

4. In order to complete the Catalog, we must remove the Inventory from the Warehouse in order for it to be properly lotted and photographed.

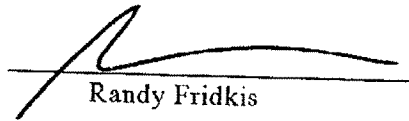
5. Thus, unless the Assignee is permitted to retrieve the Inventory from the Warehouse in the very near future, we will be unable to finalize the Catalog and distribute it to interested parties in advance of the scheduled Auction Date.

---

<sup>1</sup> All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Application.

6. Furthermore, because PSS has only recently raised the issue with respect to the Pre-Assignment Rent, we have already begun advertising the Auction for September 9, 2005.

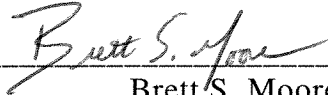
Date: August 10, 2005



Randy Fridkis

**CERTIFICATION PURSUANT TO R. 1:4-4(c)**

Pursuant to R. 1:4-4(c), I certify and acknowledge that Randy Fridkis acknowledged the genuineness of his signature appearing on the attached Certification. The Certification, with an original signature affixed, will be filed if requested by the Court or a party.

  
Brett S. Moore

Dated: August 11, 2005

**PORZIO, BROMBERG & NEWMAN, P.C.**

100 Southgate Parkway  
Morristown, NJ 07962-1997  
Telephone (973) 538-4006  
Fax (973) 538-5146

Attorneys Appearing: John S. Mairo (JM-0670)  
Brett S. Moore (BM-0014)

Attorneys for Warren J. Martin Jr., Assignee for the  
Benefit of Creditors of Fleer/SkyBox International LP  
and Fleer Collectibles, LLC

In the Matter of the General Assignment for  
the Benefit of Creditors of FLEER/SKYBOX  
INTERNATIONAL LP,

Assignor,

to

WARREN J. MARTIN JR.,

Assignee.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION, PROBATE PART  
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In the Matter of the General Assignment for  
the Benefit of Creditors of FLEER  
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SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION, PROBATE PART  
BURLINGTON COUNTY

DOCKET NO: P-2005-1408

**ORDER (1) DIRECTING LANDLORD TO PERMIT THE ASSIGNEE TO REMOVE INVENTORY FROM WAREHOUSE; (2) PERMITTING THE ASSIGNEE TO ESCROW \$50,000 TO PROTECT THE RIGHTS OF THE LANDLORD AND OTHER CREDITORS; AND (3) PERMITTING THE ASSIGNEE TO SEEK DAMAGES IF LANDLORD'S ACTIONS HARM THE ESTATE**

This matter having been opened to the Court upon the Verified Application For Order to Show Cause Why An Order Should Not Be Entered: (1) Directing PSS To Permit The Assignee To Remove Inventory From Warehouse; (2) Permitting the Assignee To Escrow \$50,000 To Protect The Rights of PSS And Other Creditors; and (3) Permitting The Assignee To Seek Damages If Landlord's Actions Harm The Estate (the "Application"), filed by Porzio, Bromberg & Newman, P.C., attorneys for Warren J. Martin Jr., Esq., Assignee for the Benefit of Creditors of Fleeer/SkyBox International LP, and Fleeer Collectibles, LLC (the "Assignee"), and the Court having considered the Application and any opposition thereto, and for good cause having been found;

**IT IS** on this \_\_\_\_\_ day of \_\_\_\_\_, 2005,

**ORDERED** that PSS Warehousing & Transportation, Inc. ("PSS") shall permit the Assignee and his agents to immediately remove the Inventory<sup>1</sup> from the Warehouse; and it is

**FURTHER ORDERED** that PSS shall immediately and fully cooperate with the Assignee and his agents in connection with the removal of the Inventory from the Warehouse; and it is

**FURTHER ORDERED** that the Assignee shall escrow \$50,000 within two (2) business days of the entry of this Order (the "Escrow"); and it is

**FURTHER ORDERED** that PSS's liens, if any, shall attach to the funds in the Escrow as if the funds were proceeds of the Inventory, and that a distribution from the Escrow can only occur upon further Order of the Court; and it is

**FURTHER ORDERED** that to the extent that PSS's actions harm the estate, the Assignee shall be permitted to seek damages from PSS; and it is

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<sup>1</sup> All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Application.

**FURTHER ORDERED** that a copy of this Order, shall be served upon: (i) Perry Warren, Esq., counsel to PSS and (ii) Morton R. Branzburg, Esq., counsel to Alex Grass within one (1) business day of the date hereof. Service shall be made either electronic mail or facsimile.

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, J.S.C.