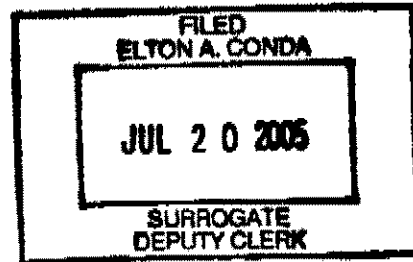


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Benefit of Creditors of Fleer/SkyBox International LP
and Fleer Collectibles, LLC

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-2004-1394

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 AUTHORIZING AND APPROVING SALE OF (A)
FLEER/SKYBOX'S INTELLECTUAL PROPERTY AND (B)
SUBSTANTIALLY ALL OF THE ASSETS OF FLEER COLLECTIBLES
TO FSB ACQUISITION COMPANY, LLC, FREE AND CLEAR OF LIENS
AND ENCUMBRANCES**

THIS MATTER having been presented to the Court upon the Motion¹ for Order Authorizing and Approving Sale Of (A) Fleer/Skybox's Intellectual Property And (B) Substantially All Of The Assets Of Fleer Collectibles to FSB Acquisition Company, LLC Free and Clear of Liens and Encumbrances by Warren J. Martin Jr. (the "Assignee") for the Benefit of Creditors of Fleer/Skybox International LP ("Fleer/Skybox") and Fleer Collectibles, LLC ("Fleer Collectibles") by and through his counsel, Porzio, Bromberg & Newman, P.C.; and the Court having conducted a hearing on July 8, 2005 to hear testimony regarding, among other things, the marketing efforts of Fleer/Skybox, Fleer Collectibles, and Assignee, regarding the Assets to be sold, the need to promptly sell the Assets and the notice to be provided in connection with the sale; and the Court having entered an Order following said hearing and dated July 14, 2005, approving the Assignee's bid procedures; and the Court having considered the Motion, oral argument, and any opposition thereto; and the auction (the "Auction") having been conducted on July 14, and July 15, 2005; and the Assignee having considered all qualified bids; and as a result of the Auction, the Assignee having concluded that the offer submitted by FSB Acquisition Company, LLC, guaranteed by The Upper Deck Company (collectively, "FSB"), represents the highest and best value for the Fleer/Skybox Intellectual Property and Fleer Collectibles Assets (hereinafter, collectively the "Assets"); and the Assignee having provided good, valid, adequate and appropriate notice of the Auction and the sale of the Assets; and good and sufficient cause appearing for the entry of this Order;

IT IS ON THIS 20th DAY OF July, 2005 FOUND, DETERMINED AND ORDERED THAT:

1. This Court has jurisdiction to approve the sale of the Assets to FSB (the "Sale") in accordance with the terms and conditions of that certain Asset Purchase Agreement, dated June

¹ Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Motion.

29, 2005, as amended by the Amendment to Asset Purchase Agreement dated July 15, 2005 (the "APA").

2. Proper, timely, adequate and sufficient notice of the Motion, the Auction, and the Sale (and the transactions contemplated thereby) has been provided to, among others, all creditors of Fleeer/Skybox and Fleeer Collectibles and relevant parties in interest. No other or further notice is required.

3. The consideration to be paid by FSB under the APA is six million, one hundred thousand dollars and no cents (\$6,100,000.00) (the "Purchase Amount"). The Purchase Amount constitutes adequate, fair and reasonably equivalent value for the Assets.

4. FSB is a bona fide, good faith, arms-length purchaser, with no affiliation or connection to the Seller.

5. The sale of Assets, as approved herein, shall be and is free and clear of all liens, claims and encumbrances, with valid liens, claims and encumbrances, if any, to attach to the proceeds of sale.

6. The Assignee is authorized to enter into the APA.

7. All persons and entities holding liens, claims and encumbrances of any kind or nature with respect to the Assets, are hereby forever barred from asserting such liens, claims and encumbrances against the Assets and/or FSB, its successors, designees or assigns.

8. This Order shall be binding upon and shall govern the acts of all entities, wherever located, including without limitation all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or

contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assets.

9. If any person or entity that has filed financing statements or other documents or agreements evidencing liens on or interests in the Assets shall not have delivered to the Assignee prior to the closing date of the Sale (the "Closing"), in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all liens or other interests which the person or entity has with respect to the Assets, each such person or entity is hereby ordered and directed to deliver all such validly and properly executed statements, instruments and releases, to both the Assignee and FSB. FSB is authorized to file a copy of this Order to evidence the release and termination thereof or to execute and file any and all such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Assets.

10. FSB is not assuming nor shall it in any way whatsoever be liable or responsible, as successor or otherwise, for any liabilities, debts or obligations of Fleer/Skybox, Fleer Collectibles or Assignee arising prior to Closing, or any liabilities, debts or obligations in any way whatsoever relating to or arising from ownership or operation of the Assets prior to Closing, or otherwise calculable by reference to Fleer/Skybox, Fleer Collectibles or Assignee, their assets or operations.

11. The Assignee be and the same is hereby authorized and directed to consummate the sale of the Assets to FSB.

12. In the event the sale to FSB does not close, the Assignee be and the same is hereby authorized to consummate the sale of (a) the Fleer/Skybox Intellectual Property to Topps Skybox Acquisition LLC ("Topps") for three million, one hundred thousand dollars and no cents

(\$3,100,000.00), and (b) the Fleer Collectibles Assets to SHEL-TAM, LLC ("SHEL-TAM") (Topps and SHEL-TAM each a "Back-Up Bidder") for two million, six hundred thousand dollars and no cents (\$2,600,000.00). The purchase amounts constitute adequate, fair and reasonably equivalent value for the respective assets being sold.

13. Topps and SHEL-TAM, as Back-Up Bidders under the Bid Procedures, are bona fide, good faith purchasers with no affiliation or connection to the Seller.

14. Notice of the Motion and Auction was fair, adequate, appropriate and sufficient, and all parties entitled to notice thereof have been provided with same.

15. Failure to include specifically any particular provisions of the APA in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the APA be authorized and approved in its entirety.

16. The Fleer Collectibles Inventory is sold subject to the existing intellectual property rights of the various Major League Baseball-affiliated entities (the "MLB Entities"), Major League Baseball Players Association ("MLBPA"), and NBA Properties, Inc. ("NBA"), with respect to their products and services, the "MLB Entities' Marks," the "MLBPA Marks" and the "NBA Marks," and FSB at Auction shall purchase Fleer Collectibles Inventory subject to all such rights.

17. The Assignee is not transferring any license agreements or license rights, with respect to the use of the MLB Entities' Marks, MLBPA Marks and the NBA Marks, in connection with the Fleer Collectibles Inventory to FSB at the Auction. If FSB desires to distribute or sell the Fleer Collectibles Inventory, to use any of the MLB Entities' Marks, MLBPA Marks and/or the NBA Marks in advertising or promotion of the Fleer Collectibles Inventory, or to manufacture further products using any of the MLB Entities' Marks, MLBPA

Marks and/or the NBA Marks, FSB must, prior to any distribution or sale of Fleer Collectibles Inventory, after the sale, execute an appropriate license agreement with the MLB Entities, MLBPA and NBA, in the absence of which no such distribution or sale of such Fleer Collectibles Inventory may occur.

18. Other than an initial, administrative carve-out for current post-assignment administrative expenses of the estates, capped at \$150,000 per estate, the Assignee shall hold the remainder of the six million, one hundred thousand dollars and no cents (\$6,100,000.00) in sale proceeds in escrow until further order of the court as to the allocation of proceeds between the Fleer/Skybox estate and the Fleer Collectibles estate. Such allocation shall be approved by the Court after motion upon notice to all parties-in-interest and an opportunity to be heard. All parties reserve all rights with respect to the hearing on such allocation and any proposed distributions. There will be no distributions to pre-assignment creditors without further order of the Court on notice to all parties in interest. Any allocation or ruling with respect thereto will have no bearing on nor shall it otherwise affect the validity and finality of the sale as approved herein.

19. A copy of the within Order shall be served upon parties in interest within seven (7) days from the date hereof.



RONALD E. BOOKBINDER J.S.C.