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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.

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

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

DOCKET NO: P-2005-1408

**STIPULATION BETWEEN NBA PROPERTIES, INC.
 AND THE ASSIGNEE IN CONNECTION WITH
 VERIFIED APPLICATION FOR ORDER (1)
 APPROVING AUCTION PROCEDURES AND
 SCHEDULED AUCTION DATE; AND (2) AUTHORIZING
 SALE OF SUBSTANTIALLY ALL OF THE REMAINING
ASSETS OF FLEER/SKYBOX INTERNATIONAL LP**

1. Warren J. Martin Jr. (the "Assignee"), Assignee for the Benefit of Creditors of Fleer/SkyBox International LP ("Fleer/Skybox"), and Assignee for the Benefit of Creditors of Fleer Collectibles, LLC ("Fleer Collectibles"), filed the Verified Application For Order (1) Approving Auction Procedures and Scheduled Auction date; And (2) Authorizing Sale of Substantially All Of The Remaining Assets Of Fleer/Skybox on August 17, 2005 (the "Motion").

2. Pursuant to the Motion, the Assignee intends to conduct an auction sale of various articles and items which may be subject to certain rights and interests of NBA Properties, Inc. ("NBAP").

3. Although NBAP initially had certain objections to the proposed sale, the Assignee and NBAP have reached an agreement pursuant to which no such objections to the Assignee's auction sale will be made by NBAP.

4. The terms of the agreement reached between the Assignee and NBAP are set forth on Schedule 1 attached hereto, and specifically incorporated herein by reference.

We hereby consent to the
Form and entry of this Stipulation.

PORZIO, BROMBERG & NEWMAN, P.C.
Attorneys for Warren J. Martin Jr., Assignee

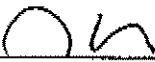
PROSKAUER ROSE LLP
Attorneys for NBAP

By:  _____

Brett S. Moore

By:  _____

Dina R. Johnson

 _____, J.S.C.

Schedule 1

The following schedule sets forth the terms of the stipulation and agreement between NBA Properties, Inc. ("NBAP") and Warren J. Martin Jr., as Assignee For the Benefit of Creditors of Fleer/SkyBox International L.P. ("Fleer") in connection with the auction sale scheduled to occur on September 9, 2005 ("Agreement"):

A. Waiver of Objections and Rights in Connection With Auction Sale

NBAP shall not assert any objection to, or otherwise seek to enjoin, prevent, or delay, the auction sale of trading cards ("Assignee's Inventory") which is scheduled to occur on September 9, 2005 pursuant to the authority of this Court ("Auction Sale"). NBAP expressly acknowledges that Assignee's Inventory, in whole or in part, may contain names, logos, symbols, designations, likeness, and other identifying marks of the NBAP ("NBAP Intellectual Property"). Except for filing and pursuing a proof of claim in this Assignment Proceeding, NBAP hereby agrees to waive any and all rights relating to the Auction Sale and items sold therein which it may hold and assert under any license agreements or licensing arrangements (written or verbal) between NBAP and Fleer/SkyBox International L.P. ("Fleer"). This waiver is made to permit the Assignee to conduct the Auction Sale scheduled for September 9, 2005 and to sell NBAP items in connection therewith. NBAP expressly acknowledges that it shall not be entitled to any additional payments, sums, or other relief in connection with the Auction Sale and/or the Assignee's Inventory sold in connection therewith, except as expressly set forth in this Agreement.

B. Royalties Due in Connection With Auction Sale

Within three (3) business days of Assignee's receipt from the Auctioneer of the funds generated by the Auction Sale, Assignee shall pay to NBAP the amount of \$20,000.00 (twenty-thousand dollars) in connection with the Auction Sale and the Assignee's Inventory being sold in connection therewith. In addition, at such time Assignee shall pay to NBAP a non-refundable, non-exclusive royalty equal to the sum of 18% (eighteen percent) of the Net Sales of Trading Cards. For purposes of this Agreement, "Trading Cards" shall include only trading cards which relate to, portray, or otherwise depict the National Basketball Association and which contain NBAP Intellectual Property. "Trading Cards" shall not include any player autographs, photographs, jerseys, uniforms, athletic equipment, or any other items of memorabilia except to the extent that the same have been expressly incorporated into finished goods cases of trading cards. For purposes of the calculation of royalties pursuant to this Agreement, "Net Sales" shall mean the amount of total gross sales of Trading Cards made by Assignee in connection with the Auction Sale to the winning bidder (or as instructed or authorized by the Court), less the commission of the Auctioneer, such commission to be calculated as 10% (ten percent) of the winning bid. NBAP acknowledges that the Auctioneer intends to charge the winning bidder an additional fee in an amount equal to 10% (ten percent) of the winning bid, and agrees that such additional fee shall not be incorporated into or otherwise impact upon the calculation of Net Sales or any royalty amount owed to NBAP. For purposes of illustration and example, if the winning bid for an individual lot of various Trading Cards is \$100.00 (one-hundred dollars), the

winning bidder shall pay Auctioneer the total amount of \$110.00 (one-hundred ten dollars), who shall retain \$20.00 (twenty-dollars) and in turn provide Assignee with the remaining \$90.00 (ninety-dollars), and NBAP shall receive a royalty payment of \$16.20 (sixteen-dollars, twenty cents) for such sale, as 18% of the \$90.00 amount. In the event that no sale of Trading Cards occurs at the Auction Sale, no royalty shall be due or owed to NBAP from Assignee.

C. Restrictions Upon Composition of Lots of Trading Cards

In order to facilitate calculation of any royalty amounts owed to NBAP hereunder in connection with the Auction Sale, Assignee agrees to conduct the sale of Trading Cards, to the extent possible, in one or more individual lots, each of which shall be comprised solely and exclusively of Trading Cards as defined herein, and shall not contain any other items or articles. (NBAP recognizes that in certain instances smaller groupings of Trading Cards have been lotted with other types of cards. The parties agree to work together on these smaller lots to fairly calculate royalties to NBAP hereunder.)

D. Acknowledgment of Requisite Court Approval

NBAP hereby acknowledges and agrees that the payment of any amounts hereunder shall be subject to and conditioned upon approval by this Court of the terms of this Agreement.

E. Return of Photographic Slides

The Assignee and NBAP hereby agree that the Assignee shall remove from the Auction Sale those photographic slides which contain NBAP Intellectual Property and/or which NBAP furnished to Fleer (the "NBA Slides"), all of which constitute the property of NBAP and/or its agents, affiliates, and designees pursuant to the License Agreement Between NBA Properties, Inc. and Fleer/SkyBox International, Dated April 29, 2001, as amended ("Fleer/NBAP License Agreement"), and shall return the NBA Slides to the NBAP at a mutually agreeable time and location.

F. Deletion of Digital Image Files

The Assignee and NBAP hereby agree that the Assignee shall delete all digital image files of any NBA players, all of which are the property of NBAP and/or its agents, affiliates, and designees pursuant to the License Agreement Between NBA Properties, Inc. and Fleer/SkyBox International, Dated April 29, 2001, as amended ("Fleer/NBAP License Agreement"), if any, which are found or otherwise stored on Fleer's digital image server and/or related computer hardware, prior to selling such server and hardware at the Auction Sale. Assignee shall provide to NBAP a certificate attesting to such destruction and deletion of digital images at a mutually agreeable time and location.