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

Assignor,

to

WARREN J. MARTIN JR.,

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

: DOCKET NO: P-2005-1394

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

Assignor,

to

WARREN J. MARTIN JR.,

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

: DOCKET NO: P-2005-1408

**STIPULATION AND CONSENT REGARDING  
PROPOSED AUCTION PROCEDURES AND  
SALE OF SUBSTANTIALLY ALL OF THE REMAINING  
ASSETS OF FLEER/SKYBOX INTERNATIONAL LP**

NFL Properties LLC (“NFLP”) and 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”) (collectively, both Fleer entities shall be referred to herein as “Fleer”) hereby stipulate and agree as follows:

**WHEREAS:**

A. NFLP represents the National Football League (“NFL”) and its thirty-two member professional football clubs (the “NFL Member Clubs”) for the licensing and protection of their names, logos, symbols, and other identifying marks (collectively the “NFL Trademarks”) in connection with, without limitation, certain merchandise.

B. Pursuant to previous expired license agreements with NFLP, Fleer had the right to manufacture, sell and distribute NFL-branded products such as trading cards and die cast collectibles (the “Licensed Products”), for a limited time period (the “License Agreements”). Under the License Agreements, such rights to manufacture, sell or otherwise distribute the Licensed Products ended on March 31, 2005.

C. From time to time, NFL Member Clubs issue photographer credentials to certain individuals and organizations pursuant to which photographs, slides, digital images and other visual images of NFL football games and related activities and personnel are taken. Pursuant to the terms of the agreement upon which such credentials are issued (the “Credential Agreement”), unless authorized to do so by separate NFL authorization, credentialed individuals and organizations may sell or distribute such photographs, digital and other visual images only as part of editorial products (e.g., newspapers) delivered to end users, and not to other organizations or as part of separate commercial products (e.g., posters).

D. NFLP previously authorized Fleer’s use of such images taken pursuant to the Credential Agreement.

E. By Notice of Motion dated August 17, 2005, the Assignee has moved for an order, inter alia, approving auction procedures and authorizing the sale of substantially all of the remaining assets of Fleer/Skybox. Such proposed auction includes the proposed sale of (i)

football related Ektachrome slides and digital images (the "NFL Images"), and (ii) football trading cards, including boxed new inventory, new case inventory and loose common cards (the "NFL Cards").

F. By letter dated August 26, 2005, NFLP advised the Assignee that it objected to the proposed auction sale of any NFL related property, including the NFL Images and NFL Cards.

G. The parties have negotiated a resolution of this dispute upon the following terms and conditions.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and between the undersigned as follows:

1. Subject to the terms of this Stipulation and Consent, the NFLP withdraws its objection to the Assignee's proposed auction sale of the NFL Images and NFL Cards.

2. The Assignee shall offer the NFL Images for sale only to bidders pre-approved by NFLP, which bidders currently include the following:

Getty  
Wire Image  
Photofile  
UpperDeck  
Topps  
Playoff (a/k/a Playoff/Donruss)

The Assignee shall further require that any successful bidder or bidders for the NFL Images sign an acknowledgment of rights and interests in the form annexed hereto as an exhibit, and the Assignee shall promptly deliver all such signed forms to NFLP.

3. Within three business days following the Assignee's receipt of the gross proceeds of the sale of the NFL Cards (before reduction of any auctioneer's commission but excluding any

“buyer’s premium”), the Assignee shall pay to NFLP a royalty in the amount of 9% of the such gross sales proceeds received by the Assignee for such NFL Cards.

4. This Stipulation and Consent constitutes the entire understanding and agreement between the parties with respect to the proposed auction sales of the NFL Images and NFL Cards.

5. The parties reserve all rights with respect to other sales of Fleeer assets by the Assignee, if any.

6. This agreement may not be changed or modified, except by a writing signed by the parties hereto.

7. If any provision of this Stipulation and Consent, as applied by either party, or to any circumstance, shall be either void or unenforceable, that shall in no way affect any other provision of this Stipulation and Consent or the validity or enforceability thereof.

8. The stipulated facts, terms and provisions of this Stipulation and Consent shall be binding on the parties, their creditors, interest holders, successors, and assigns, notwithstanding the subsequent appointment of any trustee under any chapter of the Bankruptcy Code, or of any receiver or assignee under applicable state law and, as to any such trustee, receiver or assignee, these terms and provisions likewise shall be binding.

9. The parties agree that each party has reviewed this Stipulation and Consent and that any rule of construction to the effect that ambiguities are to be resolved against the drafter shall not apply to the interpretation of this Stipulation and Consent.

10. This Stipulation and Consent may be executed in counterparts and a facsimile signature is binding.

AGREED TO AND ACCEPTED BY:

WARREN J. MARTIN JR. (THE "ASSIGNEE")

By: Elizabeth McKeever

Name: Elizabeth McKeever

Title: Porzio, Bromberg & Newman, P.C.

Date: September 8, 2005

AGREED TO AND ACCEPTED BY:

NFL PROPERTIES LLC

By Its Counsel

MORGAN, LEWIS & BOCKIUS LLP

By: George McClellan

Name: George McClellan

Date: September 8, 2005

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

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**ACKNOWLEDGEMENT OF RIGHTS AND INTERESTS OF THE NATIONAL  
FOOTBALL LEAGUE AND ITS MEMBER CLUBS IN NFL IMAGES**

I, \_\_\_\_\_, hereby agree and acknowledge that all Ektachrome slides, digital images, film, video recordings and photographs of (i) National Football League ("NFL") football games, (ii) players, (iii) other personnel, (iv) player interviews, (v) press conferences, or (vi) other stadium activities related thereto (the "NFL Images") are subject to certain trademarks and related rights owned, used or registered by the NFL and/or its thirty-two member professional football clubs (the "NFL Marks") and that the proposed auction of the NFL Images on or after September 30, 2005 by Warren J. Martin Jr., in his capacity as Assignee for the Benefit of Creditors of Fleer/Sky Box International L.P. (the "Assignee"), are being sold subject to the rights of the NFL and its thirty-two member professional football clubs (the "Member Clubs") as well as the NFL's and its Member Clubs' exclusive ownership of the NFL Marks, all of which are reserved.

I hereby acknowledge and agree that any of the NFL Images that I purchase from the Assignee cannot be put to commercial use (including without limitation any sale or transfer for commercial purposes) without the prior written consent of the NFL.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone