

BRETT S. MOORE
MEMBER, NJ AND NY BARS
DIRECT DIAL NO.: 973-889-4231
E-MAIL ADDRESS: BSMOORE@PBNLAW.COM

December 22, 2005

VIA LAWYER'S SERVICE

Surrogate's Office
Burlington County Superior Court
49 Rancocas Road, Room 102
Mount Holly, NJ 08060

Re: *Fleer/SkyBox International LP – Assignment for the Benefit of Creditors*
Docket No. P-2005-1394
Our File No.: 00553.66065

Dear Sir/Madam:

Enclosed please find the following documents in connection with the above-referenced matter:

1. Verified Supplemental Filing Regarding Application for Order (1) Approving Redemption Card Program; (2) Approving Auction Procedures and Scheduling Auction Date; and (3) Authorizing Sale of Remaining Trading Cards;
2. Revised Proposed Order; and
3. Certificate of Service

Kindly file same and return one copy marked "filed" to me in the envelope provided.

If you have any questions or concerns, please feel free to contact me.

Very truly yours,


Brett S. Moore

Enclosures

cc: Honorable Ronald E. Bookbinder, J.S.C. (Via Lawyer's Service)
All parties on the attached Core Service List as indicated

100 SOUTHGATE PARKWAY, P.O. BOX 1997
MORRISTOWN, NJ 07962-1997
NEW YORK CITY OFFICE: 212-265-6888
BRICK NJ OFFICE: 732-262-9248
www.pbnlaw.com

**FLEER/SKYBOX INTERNATIONAL LP
ASSIGNMENT FOR THE BENEFIT OF CREDITORS
CORE SERVICE LIST**

Name	E-Mail Address	Representing:	Reg. Mail	E-Mail
Alex Grass Grass Companies 1000 North Front Street Suite 503 Wormleysburg, PA 17043	Agrass2140@aol.com		X	X
Allison Villafane	Allison.villafane@nfl.com			X
Benjamin Mintz, Esq. c/o Kaye Sholer LLP 425 Park Avenue New York, NY 10022	bmintz@kayescholer.com	4Kids Entertainment	X	X
Brad Horne Collectsports.Net 1028 South Edisto Drive Florence, SC 29501			X	
Chasta Nicole Williams, Esq. Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Atlanta, GA 30309-3424	cnwilliams@alston.com	Dynamic Graphic Finishing, Inc.	X	
Clinton Jensen 20 Water St. Granville, MA 01034	Cdjensen1@yahoo.com			X
Curtis L. Golkow, Esq. Hal Baum, Esq. Ian Meklinsky, Esq. Fox Rothschild LLP Princeton Pike Corporate Center 997 Lenox Drive, Building 3 Lawrenceville, NJ 08648	cgolkow@foxrothschild.com hbaume@foxrothschild.com imeklinsky@foxrothschild.com	Fleer/Skybox International LP	X	X
Diana Barker Lane Powell PC 601 SW Second Avenue, Suite 2100 Portland, OR 97204-3158 Direct: 503.778.2238	docketing-pdx@lanepowell.com barkerd@lanepowell.com			X
Eric L. Scherling, Esq. Neal Colton, Esq. Cozen O'Connor 1900 Market Street Philadelphia PA, 19103	escherling@cozen.com ncolton@cozen.com	MLB Players	X	X

Name	E-Mail Address	Representing:	Reg. Mail	E-Mail
Ethan Orlinsky, Esq.	ethan.orlinsky@mlb.com			X
Gary S. Stetz	gary@shcpas.com			X
James W. Adelman, Esq. Morris & Adelman, P.C. PO Box 30477 Philadelphia, PA 19103-8477	jwadelman@morrisadelman.com	Digidel, Inc.		X
Jeff Levitan, Esq. Proskauer Rose 1585 Broadway New York, NY 10036-8299	jlevitan@proskauer.com	NBA	X	X
Jeffrey Posta, Esq. Sterns & Weinroth One State Street Square Office Building 50 West State Street, Suite 1400 Trenton, New Jersey 08607	jposta@sternslaw.com	Dynamic Graphics	X	X
Jennifer Simms, Esq.	jennifer.simms@mlb.com			X
Joe Threston Burlington County Consumer Affairs 49 Rancocas Road Mt. Holly, NJ 08060	jthreston@co.burlington.nj.us		X	X
John Harris, Esq. Epstein Becker & Green 250 Park Avenue New York, New York 10177- 1211	jharris@ebglaw.com	4Kids Entertainment	X	X
Joseph A. Gorman, Esq. Neal Solomon, Esq. Pellettieri, Rabstein & Altman Tarnsfield Plaza Suite 6 790 Woodlane Road Mount Holly, NJ 08060	jgorman@pralaw.net nsolomon@pralaw.com	MLB Properties	X	X
Joseph W. Beatty, Esq. Keith Owens, Esq. Foley & Lardner LLP One Maritime Plaza Suite 600 San Francisco, CA 94111	jbeatty@foley.com kowens@foley.com	MLB Properties	X	X

Name	E-Mail Address	Representing:	Reg. Mail	E-Mail
Julie Stewart, Esq. Leslie Cohen, Esq. Liner, Yankelevitz Sunshine & Regenstreif LLP 1100 Glendon Avenue, 14 th Floor Los Angeles, Ca 90024-3503	jstewart@linerlaw.com lcohen@linerlaw.com	Upper Deck		X
Justin H. Bass, Esq. Vice President, Legal Affairs CSI Capital Management 445 Bush Street, 4 th Floor San Francisco, CA 94108	jhbass@csicapital.com	S31T, Inc. and Kenyon Martin		X
Karl Geercken, Esq. Alston & Bird LLP 90 Park Avenue New York, NY 10016-1387	kgeercken@alston.com	Dynamic Graphic Finishing, Inc.	X	
Lazer Photo Engraving, Inc 70 Bernar Park Rochester, NY 14624			X	
Lynn Larson, Esq. Law Office of Tim Sweeney	lynn@timsweeneylaw.com	Visions in Flight		X
Matthew Kline NHL Enterprises, LP 1251 Ave of the Americas New York, NY 10020	mkline@nhl.com			X
Menachem O. Zelmanovitz, Esq. Morgan, Lewis & Bockius LLP 101 Park Avenue New York, NY 10178-0060	Mzelmanovitz@morganlewis.com	NFL		X
Michael Hulme General Counsel – Director of Business & Legal The Upper Deck Company, LLC 5909 Sea Otter Place Carlsbad, CA 92008	Michael_hulme@upperdeck.com	Upper Deck		X
Michael J. O'Donoghue, Esq. Wisler, Pearlstine, Talone, Craig, Garrity & Potash, LLP Office Court at Walton Point 484 Norristown Road, Suite 100 Blue Bell, PA 19422-2326	mod@wispearl.com	Great Atlantic Graphics, Inc.		X

Name	E-Mail Address	Representing:	Reg. Mail	E-Mail
Morton, R. Branzburg, Esq. Carol A. Slocum, Esq. Klehr, Harrison, Harvey Branzburg & Ellers, LP 457 Haddonfield Road Suite 510 Cherry Hill, NJ 08002-2220	cslocum@klehr.com	Alex Grass	X	X
Myron A. Bloom, Esq. Hangley, Aronchick 27 th Floor, One Logan Square Philadelphia, PA 19103	mbloom@hangley.com mab@hangley.com	Liss Global		
Neil Walker C/o The Show 30750 US Hwy. 19N Palm Harbor, FL 34684		Neil Walker	X	
Noah Shube, Esq. Friedman & Shube 155 Spring Street Fifth Floor New York, NY 10012	nshube@yahoo.com	B&E Collectibles	X	X
Paul V. Shalhoub, Esq. R. Strickland, Esq. Willkie Farr & Gallagher LLP 787 Seventh Avenue New York, N.Y. 10019-6099	pshalhoub@wilkie.com rstrickland@wilkie.com	Topps		X
Perry S. Warren Maselli Warren 600 Alexander Road Princeton, NJ 08540	pwarren@maselliwarren.com	PSS Warehouse		X
Peter H. Sutton, Esq. Riemer & Braunstein LLP Three Center Plaza Boston, MA 02108	psutton@riemerlaw.com	Ted Williams Family Enterprises		X
Peter Miller Professional Sports Publications 570 Elmont Road Dept. 203 Elmont, NY 11003	pmiller@proyearbooks.com			X
Ralph Gallo 224 Rosalind Avenue Gloucester, NJ 08030			X	

Name	E-Mail Address	Representing:	Reg. Mail	E-Mail
Shelly Liss Liss Global	sjliss@lissglobal.com			X
Warren Friss Topps Company, Inc. One Whitehall Street New York, NY 10004	wfriss@topps.com			X
Yaquinto Printing 4809 S. Westmoreland Dallas, TX 75237			X	
Amy Onder, Esq. Wolf, Block, Schorr and Solis- Cohen LLP 1650 Arch Street, 22nd Floor Philadelphia, PA 19103	aonder@wolfblock.com	Republic First Bank		X

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

**VERIFIED SUPPLEMENTAL FILING REGARDING
APPLICATION FOR ORDER (1) APPROVING
REDEMPTION CARD PROGRAM; (2) APPROVING
AUCTION PROCEDURES AND SCHEDULING
AUCTION DATE; AND (3) AUTHORIZING SALE OF
REMAINING TRADING CARDS**

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"), by and through his counsel, Porzio, Bromberg & Newman, P.C. ("Porzio"), hereby submits a Verified Supplemental Filing (the "Supplement") to the Application For Order: (1) Approving Redemption Card Program; (2) Approving Auction Procedures and Scheduling Auction Date; and (3) Authorizing Sale Of Remaining Trading Cards (the "Motion"), and respectfully states as follows:

1. For a discussion of the facts, legal argument and a detailed description of the Redemption Card Program,¹ please refer to the Motion.

2. As set forth in the Motion, the Assignee was willing to entertain offers from parties interested in purchasing the redemption card inventory, and completing the Redemption Card Program individually. On the eve of the December 9, 2005 hearing scheduled for approval of the Redemption Card Program, the Assignee was contacted by Ara Arzoumanian ("Mr. Arzoumanian") who was interested in purchasing the Redemption Card Program on behalf of his company, Ara Collectibles, Inc. ("Ara Collectibles").

3. Mr. Arzoumanian and his colleague had previously contacted the Assignee, and inspected the remaining trading card inventory to be used for the Redemption Card Program.

4. Thereafter, Mr. Arzoumanian and the Assignee engaged in several discussions, and eventually reached the following agreement:

- i) On behalf of Ara Collectibles, Mr. Arzoumanian will pay \$400,000 cash to the Assignee in exchange for the remaining trading card inventory (inclusive of a \$50,000 deposit that has already been paid by Mr. Arzoumanian to the Assignee²), plus the assumption of the obligation to complete the Redemption Card Program as designed by the Assignee³;

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

² The deposit paid by Mr. Arzoumanian to the Assignee is fully refundable if the sale does not close due to a default or inability to close on the part of the Assignee. The deposit will be forfeited, however, if the sale does not close due to a default or inability to close on the part of Mr. Arzoumanian.

³ Specifically, and as set forth in more detail in the Motion, Mr. Arzoumanian will be required to provide, for each redemption card request received, one autographed card, and two game-used cards. To the extent possible, the redemption card holders will receive autographed and game-used cards in the same sport as their redemption request, but aside from being sport specific to the extent possible, the cards sent to redemption card holders will be randomly selected from the trading card inventory. For example, if a person sends in a "football" redemption card, Mr. Arzoumanian will, to the extent possible, provide that person with a randomly selected autographed football card, and two randomly selected game-used football cards.

- ii) Mr. Arzoumanian will permit a representative of the Assignee's staff and/or a representative of the Burlington County Office of Consumer Affairs to monitor his completion of the Redemption Card Program to help ensure that redemption card holders receive three randomly selected cards as set forth in the Motion;
- iii) Mr. Arzoumanian will offer testimony at the hearing scheduled for January 13, 2005 at 10:00 a.m. about his background, qualifications and his commitment and oath to complete the Redemption Card Program created by the Assignee.

5. The Assignee believes that selling the Redemption Card Program to Mr. Arzoumanian is in the best interest of the Fleer/SkyBox estate for the following reasons:

- i) The Assignee is satisfied that Mr. Arzoumanian has the staffing support and expertise required to complete the Redemption Card Program in a timely manner.
- ii) Ara Collectibles is located in Cherry Hill, New Jersey, which will make monitoring the completion of the Redemption Card Program by the Assignee's staff and/or a representative of the Burlington County Office of Consumer Affairs feasible.
- iii) Because of Mr. Arzoumanian's assumption of the Redemption Card Program, the Fleer/SkyBox estate will not incur the additional expenses associated with completing the Redemption Card Program, estimated to be in excess of \$100,000.

iv) By selling everything now, the Assignee will not require a separate auction of the remaining trading card inventory in March, 2006, which will both assist the Assignee in bringing this case to conclusion, as well as avoid the additional expenses that would otherwise be incurred in connection with such auction.

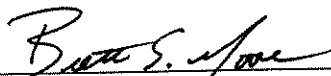
6. At the request of the Assignee, and in order to give the parties additional time to finalize the details of the proposed sale, the Court adjourned the hearing on the Motion to January 13, 2005 at 10:00 a.m. A copy of the Purchase and Sale Agreement agreed to by the parties is attached hereto as **Exhibit "1"**, and incorporated herein by reference.

7. Accordingly, and as envisioned by the Motion, the Assignee requests authority to sell the Redemption Card Program and remaining inventory to Ara Collectibles for \$400,000 cash.

WHEREFORE, Warren J. Martin Jr., Assignee for the Benefit of Creditors of Fleer/SkyBox International LP and Assignee for the Benefit of Creditors of Fleer Collectibles, LLC, respectfully prays for the entry of an Order: (1) Approving the Redemption Card Program; (2) Authorizing the sale of the Redemption Card Program and remaining trading card inventory to Ara Collectibles; and (3) for such other and further relief as is fair and equitable under the circumstances.

DATED: December 22, 2005

PORZIO, BROMBERG & NEWMAN, P.C.

By: 
Brett S. Moore

VERIFICATION

I, Warren J. Martin Jr., Assignee for the Benefit of Creditors of Fleer/SkyBox International LP do hereby make solemn oath that the statements contained in the above Verified Supplemental Filing to the Application For Order: (1) Approving Redemption Card Program; (2) Approving Auction Procedures and Scheduling Auction Date; and (3) Authorizing Sale Of Remaining Trading Cards are true and accurate 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 wilfully false, I am subject to punishment.

DATED: December 22, 2005

PORZIO, BROMBERG & NEWMAN, P.C.

By: _____

Warren J. Martin Jr., Assignee

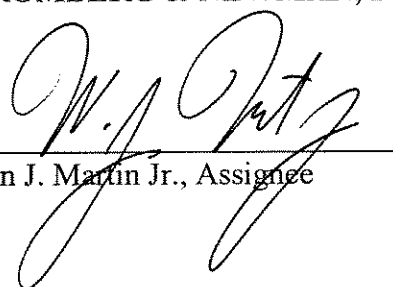
A handwritten signature in cursive script, appearing to read 'W. J. Martin Jr.', is written over a horizontal line. The signature is fluid and somewhat stylized.

EXHIBIT "1"

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT (this "Agreement") dated as of December 22, 2005 by and between Warren J. Martin Jr., as Assignee for the Benefit of Creditors of Fleer/SkyBox International LP ("Fleer/Skybox"), located at Porzio, Bromberg & Newman, P.C., 100 Southgate Parkway, PO Box 1997, Morristown, New Jersey 07962 (the "Seller" or "Assignee") and Ara Collectibles Inc., located at 600 Deer Road, Suite #5, Cherry Hill, New Jersey 08034 the "Buyer").

WITNESSETH

WHEREAS, the Seller desires to sell to the Buyer and the Buyer desires to purchase from the Seller certain sports and entertainment related trading cards, as well as the database of names/addresses to be used to complete the redemption card program (the "Assets"), as more fully described in the Verified Application For Order: (1) Approving Redemption Card Program; (2) Approving Auction Procedures and Scheduling Auction Date; and (3) Authorizing Sale Of Remaining Trading Cards (the "Motion") filed by the Assignee in the Fleer/SkyBox case pending in the Superior Court of New Jersey, Chancery Division, Probate Part in Burlington County (Docket No. P-2005-1394) before the Honorable Ronald E. Bookbinder, J.S.C. (the "Court").

NOW, THEREFORE, in consideration of the mutual promises herein made, and for other good and valuable consideration, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.1 **Sale of Assets**. Upon terms and subject to conditions set forth herein, the Seller agrees to sell, transfer and convey to Buyer, and Buyer agrees to acquire from Seller, the Assets. The Assignee's best estimate of the trading card inventory is attached hereto as **Exhibit "A"**.

Section 1.2 **Excluded Assets**. The Buyer acknowledges that it has been given the opportunity to inspect and verify the Assets. Accordingly, notwithstanding anything contained in this Agreement or any other verbal or written representations to the contrary, the Buyer acknowledges and agrees that the sale contemplated hereby shall only include the trading card inventory currently being held by the Assignee for use in the Redemption Card Program, along with the database of names/addresses to be used to complete the Redemption Card Program.

Section 1.3 Consideration for the Assets. In full consideration of the sale, transfer and conveyance of the Assets, the Buyer agrees: (i) to pay to the Seller the sum of \$400,000 in cash or cash equivalents on the Closing Date (the "Purchase Price"); (ii) to assume all of Seller's obligations under the Redemption Card Program on the precise terms described in the Motion and as placed on the record at the Court hearing scheduled for January 13, 2006. A copy of the Motion is attached hereto as **Exhibit "B"** and is incorporated into this Agreement by reference; and (iii) to complete the Redemption Card Program. On the date hereof, the Buyer shall give the Seller a deposit in the amount of \$50,000 (the "Deposit"), which is fully refundable if the sale does not close due to a default or inability to close on the part of the Seller. The Deposit will be forfeited, however, if the sale does not close due to a default or inability to close on the part of the Buyer.

Section 1.4 Closing. The hearing on the Motion is currently scheduled for January 13, 2005 (the "Scheduled Hearing Date"). The adjournment of the Scheduled Hearing Date by the Court for any reason shall have no impact on the enforceability of this Agreement, and shall not constitute a breach by either party. The purchase and sale referred to in this Article 1 shall take place on the Scheduled Hearing Date (or such adjourned date as the Court so orders), or as soon thereafter as is reasonably practicable, but in any event no later than two business days following approval of the Motion by the Court.

ARTICLE II DELIVERY OF DOCUMENTS

Section 2.1 Delivery of Bill of Sale. On the Closing Date, the Seller shall deliver to the Buyer a bill of sale evidencing the sale, conveyance and transfer of the Assets to the Buyer.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 Title of Assets. In the Motion, the Seller has sought Court authority to sell the Assets free and clear of all liens or encumbrances.

Section 3.2 No Other Representations or Warranties. THE BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ASSETS ARE BEING TRANSFERRED TO THE BUYER ON AN "AS IS" "WHERE IS" BASIS, AND THAT EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 3.1 ABOVE THE SELLER HAS NOT MADE AND IS NOT MAKING ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER WITH REGARD TO THE ASSETS OR THE SALE THEREOF. WITHOUT LIMITING THE

GENERALITY OF THE FOREGOING, THE SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE CONDITION, SERVICEABILITY, MERCHANTABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ANY OF THE ASSETS.

ARTICLE IV INDEMNIFICATION

Section 4.1 Indemnification by Buyer. Notwithstanding anything to the contrary in this Agreement, the Buyer agrees to indemnify and hold the Seller and its officers, directors, agents and affiliates harmless from all damages, losses, claims, penalties, fines, costs and expenses (including, without limitation, reasonable counsel fees and expenses) suffered or paid, directly or indirectly, as a result of or in connection with any claim or cause of action based upon the failure of the Buyer to comply with any of its obligations under this Agreement or the acts or omissions of Buyer.

ARTICLE V MISCELLANEOUS

Section 5.1 Expenses. The parties hereto shall pay their own expenses relating this Agreement.

Section 5.2 Inspection. The Buyer and his agents shall make his books, records, business premises and operations open for inspection by the Assignee and the Burlington County Office of Consumer Affairs at all times during the fulfillment of the Redemption Card Program and afterwards.

Section 5.3 Taxes. The Purchase Price is exclusive of all taxes, if any, arising out of this transaction.

Section 5.4 Governing Law. The interpretation and construction of the Agreement shall be governed by the laws of the State of New Jersey.

Section 5.5 Parties in Interest. This Agreement may not be transferred, assigned, or pledged by any party hereto, other than by operation of law. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 5.6 Entire Agreement. This Agreement, including the other documents referred to herein which form a part hereof, contains the entire understanding of parties hereto. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

Section 5.7 Amendments. This Agreement may be amended or modified only in a writing signed by the Seller and the Buyer.


Section 5.8 Severability. In case any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

Section 5.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

Section 5.10 Royalties. Any and all Royalties owed in connection with this sale shall be paid by the Seller.

Section 5.11 Preserve and Protect. The Seller agrees to not allow any other potential purchasers access to the Assignee's trading card inventory beginning on the date hereof, and continuing through the hearing on the Motion by the Court.

IN WITNESS WHEREOF, each of the Seller and the Buyer has caused this Agreement to be duly executed, all as of the day and year first above written.

SELLER
By 
Name: Warren J. Martin Jr.
Title: Assignee for the Benefit of Creditors of Fleer/SkyBox International LP

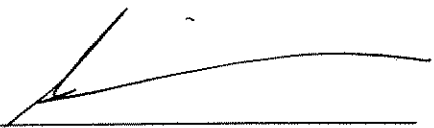
BUYER
By 
Name: Ara Arzoumanin
Title: President of Ara Collectibles Inc.

EXHIBIT "A"

Fleer Redemption Cards Final Count

REDEMPTION CARDS FINAL COUNT

	Single Autograph	Multi Autograph	Single Game-Worn	Multi Game-Worn	Subtotal
American Idol	109		171		280
Baseball	16,497	53	50,113	5,128	71,791
Basketball	18,861		64,941	4,761	88,563
Extreme Sports	5,231				5,231
Football	22,136	1	79,096	4,987	106,220
Hockey	3,988		3,023	3	7,014
Jenny Finch	985				985
Marvel	538				538
Wild Wild West	9,167				9,167
WNBA	1,243		2,659		3,902
Wrestling	1,747		8,937	1,096	11,780
Misc (64)					64
Subtotals	80,502	54	208,940	15,975	

TOTAL: 305,535

EXHIBIT "B"

Because the Verified Application for Order (1) Approving Redemption Card Program; (2) Approving Auction Procedures and Scheduling Auction Date; and (3) Authorizing Sale of Remaining Trading Cards has already been served, and due to its voluminous nature, another copy is not being attached hereto. However, a copy may be downloaded from the Assignee's website, www.fleerabc.com, and may also be obtained by contacting Mat Laskowski, at (973) 889-4096, or emailing fleer@pbnlaw.com.

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

**ORDER APPROVING THE REDEMPTION CARD PROGRAM
AND AUTHORIZING SALE OF THE REDEMPTION CARD
PROGRAM AND REMAINING TRADING CARDS**

THIS MATTER having been presented to the Court upon the Verified Application For Order: (1) Approving Redemption Card Program; (2) Approving Auction Procedures and Scheduling Auction Date; and (3) Authorizing Sale Of Remaining Trading Cards (the "Motion"), and the Verified Supplemental Filing 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 considered the Assignee's Notice of Motion, Motion, oral argument, and any opposition thereto, and for good and sufficient cause appearing for the entry of this Order;

IT IS ON THIS _____ DAY OF _____, 2006

ORDERED that the Redemption Card Program¹ is hereby approved; and it is further

ORDERED that any and all proofs of claim relating to redemption cards that were filed by redemption card holders in either the Fleer SkyBox Case, Docket No: P-2005-1394, and/or the Fleer Collectibles Case, Docket No: P-2005-1408, are hereby disallowed in their entirety except for distributions in kind (non-monetary) that such parties are to receive under the Redemption Card Program; and it further

ORDERED that the Assignee is hereby authorized to sell the Redemption Card Program and Remaining Card Inventory to Ara Arzoumanian ("Mr. Arzoumanian") on behalf of Ara Collectibles, Inc., free and clear of liens, claims and encumbrances, valid liens, claims and encumbrances, if any, to attach to the proceeds of sale; and it is further

ORDERED that Mr. Arzoumanian is required to complete the Redemption Card Program on the precise terms and conditions as more fully described in the Motion and in the Purchase and Sale Agreement dated December 21, 2005; and it is further

ORDERED that Mr. Arzoumanian is required to permit a representative of the Assignee's staff and/or a representative of the Burlington County Office of Consumer Affairs to monitor his completion of the Redemption Card Program; and it is further

ORDERED that the notice of the Motion and auction was fair, adequate and constitutes sufficient notice of the requested relief; and it is further

ORDERED that the sale proceeds shall not be distributed by the Assignee on account of any pre-assignment claims against the estate until further Order of the Court; and it is further

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

ORDERED that any and all objections to the Motion are hereby overruled; and it is further

ORDERED that a copy of the within Order shall be posted on the Assignee's website within two (2) days from the date hereof.

Ronald E. Bookbinder, J.S.C.