

PORZIO, BROMBERG & NEWMAN, P.C.

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Attorneys Appearing: John S. Mairo (JM-0670)
Robert M. Schechter (RS-0601)

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

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

**NOTICE OF MOTION FOR ENTRY OF A CONSENT
ORDER RESOLVING ASSIGNEE'S APPLICATION TO
SELL CERTAIN ASSETS AND RETAIN SPECIAL
COUNSEL AS TO CLAIMS REGARDING PSS
WAREHOUSING AND TRANSPORTATION, INC. ONLY**

TO: ALL CREDITORS ON ATTACHED SERVICE LIST

PLEASE TAKE NOTICE that Warren J. Martin Jr. (the "Assignee"), Assignee for the benefit of creditors of Fleer/Skybox International LP, by and through his counsel, Porzio, Bromberg & Newman, P.C., shall move before the Honorable Ronald E. Bookbinder, J.S.C., a Judge of the Superior Court of the State of New Jersey, on the 14th day of November, 2008 at 10:00 a.m., or as soon thereafter as counsel may be heard, at the Superior Court of New Jersey, Chancery Division, Probate Part, Burlington County, 49 Rancocas Road, Mt. Holly, New Jersey 08060, for entry of a Consent Order

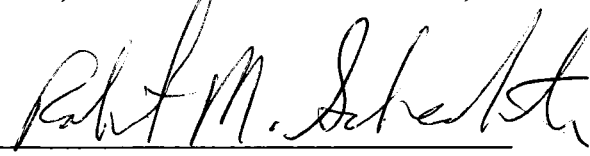
Resolving Assignee's Application to Sell Certain Assets and Retain Special Counsel as to Claims Regarding PSS Warehousing and Transportation, Inc. Only (the "Motion").

PLEASE TAKE FURTHER NOTICE that in support of the Motion, the Assignee shall rely upon the Assignee's Verified Application for Entry of a Consent Order Resolving Assignee's Application to Sell Certain Assets and Retain Special Counsel as to Claims Regarding PSS Warehousing and Transportation, Inc. Only annexed hereto, together with the argument of counsel and any testimony that the Court may require on the return date of the Motion.

PLEASE TAKE FURTHER NOTICE that if you fail to oppose the Motion, the Court may enter an Order approving the Motion without further notice to you. A proposed form of Order is submitted herewith.

DATED: October 28, 2008

PORZIO, BROMBERG & NEWMAN, P.C.

By: 
Robert M. Schechter

Attorney for Warren J. Martin Jr., Assignee for the Benefit of Creditors of Fleeer/Skybox International LP

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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.

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

DOCKET NO: P-2005-1394

**ASSIGNEE'S VERIFIED APPLICATION FOR ENTRY OF
CONSENT ORDER RESOLVING ASSIGNEE'S
APPLICATION TO SELL CERTAIN ASSETS AND RETAIN
SPECIAL COUNSEL AS TO CLAIMS REGARDING PSS
WAREHOUSING AND TRANSPORTATION, INC. ONLY**

Warren J. Martin Jr. (the "Assignee"), Assignee for the Benefit of Creditors of Fleer/SkyBox International LP ("Fleer/Skybox" or "Assignor"), by and through his counsel, Porzio, Bromberg & Newman, P.C. ("Porzio"), by way of Verified Application for Entry of an Order Resolving Assignee's Application to Sell Certain Assets and Retain Special Counsel as to Claims Regarding PSS Warehousing and Transportation, Inc. Only ("PSS," together with the Assignee, the "Parties"), respectfully states as follows:

Background

1. I am the Assignee for the Benefit of the Creditors of Fleer/SkyBox International LP ("Fleer/Skybox"), having been so designated pursuant to the Deed of Assignment for the Benefit of Creditors recorded and filed on June 10, 2005, as amended July 14, 2005 (the "Assignment Date").

2. Fleer/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. The businesses of Fleer/Skybox had ceased operating prior to the Assignment Date.

3. Prior to the Assignment for the Benefit of Creditors, Fleer/Skybox maintained in the ordinary course of its business, books and records that reflected, *inter alia*, the Assignor's liabilities and the amounts owed and paid to its creditors.

4. On August 11, 2005, the Assignee filed an application for an order to show cause in connection with a dispute between the Assignee and PSS regarding the warehousing certain of Fleer/Skybox property (the "Show Cause Application").

5. On August 17, 2005, PSS filed an objection to the Assignee's Show Cause Application.

6. On August 23, 2005, PSS filed a supplemental objection to the Assignee's Show Cause Application.

7. Shortly thereafter, the Parties consensually resolved their differences and the Court entered a consent order on December 9, 2005 resolving the Assignee's Show Cause Application (the "Dec. 9 Order").

8. On June 6, 2008, the Assignee filed a motion for entry of an order authorizing the sale of certain assets and retention of special counsel (the "Retention Motion") which inadvertently referenced an amount paid by Fleer/Skybox to PSS.

9. Due to the terms of the Dec. 9 Order and subsequent reference in the Retention Motion to an amount paid by Fleer/Skybox to PSS, PSS has requested, and the Assignee does not object, to entry of a consent order memorializing the Parties rights, which are unchanged, following entry of the Retention Order.

10. Thus, the Assignee seeks entry of the attached Consent Order recognizing the continued effectiveness of the Parties' prior resolution of their differences pursuant to the Dec. 9 Order.

Legal Argument

I. The Assignee has Broad Discretion to Resolve Claims

11. The Assignment Statute provides that:

Every assignee shall have full power and authority to dispose of all of the assignor's property, except as otherwise may be provided, as the assignor had at the time of the general assignment.... He may compromise, settle and compound all claims, disputes and litigations of the assignor, refer the same to arbitration, agree with any person concerning the same, redeem all mortgages and conditional contracts, and generally act as and do whatsoever the assignor might have lawfully done in the premises.

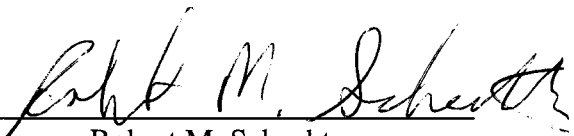
N.J.S.A. 2A:19-13. Thus, under the Assignment Statute, the Assignee is explicitly provided with broad latitude to resolve and settle claims and disputes. In the instant case, the Assignee has resolved his differences with PSS pursuant to the Dec. 9 Order and therefore seeks entry of the Consent Order recognizing the continued effectiveness of the Dec. 9 Order following entry of the Retention Order.

Conclusion

WHEREFORE, Warren J. Martin Jr., Assignee for the Benefit of Creditors of Fleer/SkyBox International LP respectfully prays for the entry of a Consent Order Resolving Assignee's Application to Sell Certain Assets and Retain Special Counsel as to Claims Regarding PSS Warehousing and Transportation, Inc. Only.

DATED: October 28, 2008

PORZIO, BROMBERG & NEWMAN, P.C.

By: 
Robert M. Schechter

Attorney for Warren J. Martin Jr., Assignee for the Benefit of Creditors of Fleer/Skybox International LP

VERIFICATION

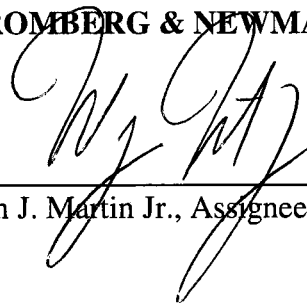
I, Warren J. Martin Jr., the Assignee named in the foregoing Application, do hereby make solemn oath that the statements contained therein are true according to the best of my knowledge, information and belief. I am aware that if any of the foregoing statements made by me as contained therein are willfully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

DATED: October 13, 2008

PORZIO, BROMBERG & NEWMAN, P.C.

By: _____

Warren J. Martin Jr., Assignee

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

MASELLI WARREN, P.C.
600 Alexander Road
Princeton, NJ 08540
Telephone (609) 452-8411

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

CIVIL ACTION

**CONSENT ORDER RESOLVING ASSIGNEE'S APPLICATION TO SELL CERTAIN
ASSETS AND RETAIN SPECIAL COUNSEL AS TO CLAIMS REGARDING PSS
WAREHOUSING AND TRANSPORTATION, INC. ONLY**

This matter having been opened to the Court upon the Assignee's Verified Application for Order Authorizing the Assignee to Sell Certain Assets and Retain Special Counsel (the "Application") filed by Porzio, Bromberg & Newman, P.C., attorneys for Warren J. Martin Jr., Esq., (the "Assignee") Assignee for the Benefit of Creditors of Fleer/SkyBox International LP, which Order would permit the retention of counsel to pursue certain preference claims against various parties, including Borne Holding Co., Inc., d/b/a PSS Warehousing & Transportation, Inc. ("PSS"), and all issues and disputes between the Assignee and PSS, including, but not limited to any claim regarding a preferential transfer, having previously been resolved by Consent Order dated December 9, 2005 and by agreement of the parties, and for good cause appearing;

IT IS on this ____ day of _____, 2008,

ORDERED that:

1. Any claim of preferential transfer against PSS shall be barred;
2. PSS is specifically excepted from the Order Authorizing the Assignee to Sell Certain Assets and Retain Special Counsel;

3. The Assignee shall advise the Special Counsel of the existence of this Order and shall direct the Special Counsel not to serve a demand notice on, nor to file suit against, nor to engage in any collection activity against PSS;
4. "Preference Recipient 27" on Exhibit "B" of the Assignee's Verified Application for an Order Authorizing the Sale of Certain Assets and retention of Special Counsel, which the parties understand to be PSS, shall be excepted from the Order Authorizing the Assignee to Sell Certain Assets and Retain Special Counsel;
5. The Assignee and PSS acknowledge that, pursuant to the Court's December 9, 2005 Order, PSS has received full and final payment in complete satisfaction of its pre-Assignment claims against Fleer/Skybox;
6. Each party shall bear its own costs in connection with all matters leading up to the execution of this Consent Order.
7. PSS's attorneys shall serve a copy of this Order upon the Assignee within five (5) days of its receipt from the Court.

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

Porzio, Bromberg & Newman, P.C.
Attorneys for Warren J. Martin Jr., Assignee

By: 

Robert M. Schechter

Maselli Warren, P.C.
Attorneys for PSS Warehousing &
Transportation, Inc.

By: 

Perry S. Warren

Ronald E. Bookbinder, A.J.S.C.