

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
)	
CB HOLDING CORP., et al., ¹)	Case No. 10-13683 (MFW)
)	
Debtors.)	Jointly Administered
)	
)	Re: Docket No. 723

**ORDER APPROVING SALE OF LIQUOR LICENSE
NUMBER 109400017 FREE AND CLEAR OF ALL LIENS,
CLAIMS, ENCUMBRANCES, ATTACHMENTS, AND OTHER INTERSTS**

Upon consideration of the motion (the "Motion")² of the Debtors for entry of an

¹ The other Debtors, and the last four digits of each of their tax identification numbers, are: 1820 Central Park Avenue Restaurant Corp. (5151); Bugaboo Creek Acquisition, LLC (4629); Bugaboo Creek Holdings, Inc. (0966); Bugaboo Creek of Seekonk, Inc. (1669); CB Holding Corp. (8640); CB VII, Inc. (9120); CB VIII, Inc. (1468); Charlie Brown North (6721); Charlie Brown's Acquisition Corp. (8367); Charlie Brown's at Clifton, Inc. (7309); Charlie Brown's Mark Corp (3569); Charlie Brown's Montclair, Inc. (4223); Charlie Brown's 1981, Inc. (7781); Charlie Brown's of Allentown, L.L.C. (8420); Charlie Brown's of Alpha, Inc. (9083); Charlie Brown's of Berwyn, LLC (3347); Charlie Brown's of Blackwood, L.L.C. (5698); Charlie Brown's of Bloomsburg, LLC (3326); Charlie Brown's of Brielle, Inc. (8115); Charlie Brown's of Carlstadt, Inc. (6936); Charlie Brown's of Chatham, Inc. (2452); Charlie Brown's of Commack LLC (4851); Charlie Brown's of Denville, Inc. (1422); Charlie Brown's of East Windsor, LLC (2747); Charlie Brown's of Edison, Inc. (8519); Charlie Brown's of Egg Harbor Twp, LLC (none); Charlie Brown's of Franklin, LLC (5232); Charlie Brown's of Garden City, LLC (7440); Charlie Brown's of Hackettstown, L.L.C. (7493); Charlie Brown's of Harrisburg, LLC (1085); Charlie Brown's of Hillsborough, Inc. (0344); Charlie Brown's of Holtsville, LLC (0138); Charlie Brown's of Jackson, LLC (3478); Charlie Brown's of Lacey, L.L.C. (6282); Charlie Brown's of Lakewood, Inc. (0156); Charlie Brown's of Langhorne, LLC (3392); Charlie Brown's of Lynbrook LLC (2772); Charlie Brown's of Maple Shade, Inc. (0404); Charlie Brown's of Matawan, Inc. (8337); Charlie Brown's of Middletown LLC (7565); Charlie Brown's of Oradell, Inc. (0348); Charlie Brown's of Pennsylvania, Inc. (6918); Charlie Brown's of Piscataway, LLC (8285); Charlie Brown's of Reading, LLC (1214); Charlie Brown's of Scranton, LLC (9817); Charlie Brown's of Selinsgrove, LLC (6492); Charlie Brown's of Springfield, LLC (9892); Charlie Brown's of Staten Island, LLC (1936); Charlie Brown's of Tinton Falls, Inc. (6981); Charlie Brown's of Toms River, LLC (5492); Charlie Brown's of Union Township, Inc. (8910); Charlie Brown's of Trexlertown, LLC (6582); Charlie Brown's of Wayne, Inc. (4757); Charlie Brown's of West Windsor, Inc. (0159); Charlie Brown's of Williamsport LLC (8218); Charlie Brown's of Woodbury, Inc. (0601); Charlie Brown's of York, LLC (0980); Charlie Brown's of Yorktown, LLC (7855); Charlie Brown's Restaurant Corp. (7782); Charlie Brown's Steakhouse Fishkill, Inc. (9139); Charlie Brown's Steakhouse Woodbridge, Inc. (1906); Charlie Brown's, Inc. (4776); Jonathan Seagull Property Corp. (7248); Jonathan Seagull, Inc. (9160); The Office at Bridgewater, Inc. (3132); The Office at Cranford, Inc. (3131); The Office at Keyport, Inc. (1507); The Office at Montclair, Inc. (3128); The Office at Morristown, Inc. (3127); The Office at Ridgewood, Inc. (2949); The Office at Summit, Inc. (3126); and What's Your Beef V, Inc. (4719). The Debtors' address is 1450 Route 22 West, Mountainside, NJ 07092.

order pursuant to Bankruptcy Code §§ 105(a) and 363(b)(1), Bankruptcy Rules 2002, 6004, and 9014, and Local Rule 6004-1, approving the sale of Liquor License Number 109400017 to Not Your Average Joe's, Inc. or its permitted assignee (collectively, the "Buyer"), as described in the Motion and as provided for by the Sale Agreement; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and the Court having found that good and sufficient cause exists for granting the Motion; and it appearing that the sale of the Liquor License pursuant to the Sale Agreement is within the Debtors' sound and prudent business judgment; and upon the record of these Chapter 11 cases and any hearings held to consider the Motion; and it appearing that the relief requested in the Motion is appropriate in the context of these cases and in the best interests of the Debtors and their respective estates, creditors, and all other parties-in-interest; and it appearing that notice of the Motion and the relief requested therein was adequate and proper under the circumstances of these cases, including the Notice provided to the Township and the ABCC, and it appearing that no other or further notice need be given;

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Debtors are authorized and empowered to sell the Liquor License to the Buyer free and clear of all liens, claims, interests, and encumbrances including, without limitation, any liens and/or claims of the Massachusetts Department of Revenue and any delinquency list provided for under Mass Gen. Laws Ch. 138. All liens, claims, interests, and encumbrances

Footnote continued from previous page.

²

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion or the Sale Agreement.

shall attach to the proceeds of the sale with the same validity, priority, force, and effect that they now have and subject to any claims and defenses that the Debtors and their estates may possess with respect thereto. The Sale Agreement is approved, and the Debtors are authorized to execute the Sale Agreement.

3. The Buyer is deemed a good-faith purchaser of the Liquor License entitled to the protection of Bankruptcy Code § 363(m) with respect to the transactions contemplated by the Sale Agreement.

4. The sale of the Liquor License to the Buyer does not violate the requirements of Bankruptcy Code § 363(n).

5. The Debtors and Buyer are authorized and directed to take all actions, and execute all documents, necessary or appropriate to effectuate the sale of the Liquor License to the Buyer. In connection therewith, the Debtors' Chief Restructuring Officer or any successor or agent established by order of this Court shall be authorized to effectuate any necessary documentation or transfers with the Township and the ABCC, to facilitate the sale and transfer of the Liquor License contemplated and authorized by this order, and the Township and the ABCC are directed to accept any such documentation or transfers submitted to the Debtors' Chief Restructuring Officer or any such successor or agent on behalf of the Debtors.

6. The Debtors and the Buyer are authorized to amend or modify the Sale Agreement without further order of this Court, provided that any such amendments or modifications are non-material and do not have an adverse affect on the Debtors or their estates.

7. If any person or entity that has filed financing statements or other documents or agreements evidencing liens, claims, interests, or encumbrances against, or interests in, the

Liquor License shall not have delivered to the Debtors prior to the closing of the transactions contemplated in the Sale Agreement, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases, and any other documents necessary or desirable to the Buyer for the purpose of documenting the release of all liens, claims, interests, or encumbrances that such person or entity has asserted with respect to the Liquor License, then the Buyer is hereby authorized to: (i) execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Liquor License and (ii) file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims, interests, and encumbrances against or in the Liquor License.

8. This Order is and shall be binding upon and govern the acts of all entities, 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 and local officials, and all other persons and entities that 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 that may be required to report or insure any title or state of title in or to the Liquor License, and each of the foregoing entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Sale Agreement.

9. Other than the amount of the Other Assets Resolution Consideration (as defined in the Final Order (I) Authorizing Secured Post-Petition Financing, (II) Authorizing Use Of Cash Collateral, and (III) Granting Adequate Protection (Docket No. 177)) relating to the Liquor

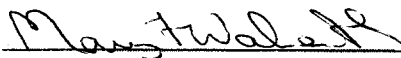
License, the net proceeds of the sale of the Liquor License shall be wire transferred to Ally Commercial Finance LLC as soon as practicable after the Closing of the sale.

10. The Debtors are authorized and empowered to take any and all actions necessary to implement the terms of this Order.

11. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry notwithstanding any applicability of Bankruptcy Rule 6004(h) or otherwise.

12. This Court shall retain jurisdiction over all matters arising from or related to the interpretation and implementation of this Order including, without limitation, the transfer of the Liquor License to the Buyer and the protection of the Buyer against any liens, claims, interests, or encumbrances that relate to the Debtors or the Liquor License.

Dated: May 16, 2011
Wilmington, Delaware



THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE