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BANKRUPTCY COURT
DISTRICT OF ARIZONA

UNITED STATES BANKRUPTCY COURT

DISTRICT OF ARIZONA

In Re:	)	Chapter 11
BCE WEST, L.P., *et al.*,	)	Case Nos. 98-12547 through 98-12570-ECF-CGC
Debtors.	)	Jointly Administered
EID # 38-3196719	)	**ORDER ON MOTION FOR AUTHORITY TO COMPROMISE AND SETTLE CONTROVERSY AND MOTION TO APPROVE PURCHASE OF TRADEMARK FROM AMERICAN VALUE BRANDS [DE 1178]**

Upon consideration of Motion for Authority to Compromise and Settle Controversy and Motion to Approve Purchase of Trademark from American Value Brands (the "Motion") [DE 1178] filed by the Debtors (as defined in the Motion), and it appearing that the Court has jurisdiction to consider the matter; and it being apparent that the relief requested by the Motion is appropriate and in the best business judgment and interest of the Debtors, their estates, creditors, and equity interest holders; and due and proper notice of the Motion having been given; and the

Court, having considered the pleadings, the evidence, and the arguments of counsel, is of the opinion that the proposed relief described in the Motion should be approved; it is accordingly

ORDERED that Debtor Boston Chicken, Inc. ("BCI") is authorized to enter into and perform the settlement with American Value Brands ("AVB") as provided in the Settlement Agreement, subject to terms and conditions thereof; it is further

ORDERED that as provided in the Settlement Agreement, among other things, the following (without limitation) shall occur:

a. Upon approval of the settlement agreement, all pending litigation between BCI and AVB will be dismissed with prejudice;

b. AVB will discontinue use of its product line which uses the trademark; and

c. BCI will pay AVB $5,000 for the assignment of all rights in and to the "BOSTON KITCHEN" design mark; it is further

ORDERED that BCI is authorized to purchase from AVB the assignment of rights of the trademark described in the Motion in the amount of $5,000.

DATED: September 24, 1999.

CHARLES G. CASE, II
UNITED STATES BANKRUPTCY JUDGE