

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Laminate Kingdom, LLC		06/07/2007	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gemini Flooring Holdings, LLC		
<b>Street Address:</b>	2151 LeJeune Road		
<b>Internal Address:</b>	Suite 307		
<b>City:</b>	Coral Gables		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33134		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3163848	INSPIRATION COLLECTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)869-5418		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-869-5318		
<b>Email:</b>	sseth@ebglaw.com		
<b>Correspondent Name:</b>	Suhail Seth		
<b>Address Line 1:</b>	945 East Paces Ferry Road		
<b>Address Line 2:</b>	Suite 2700		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30326		
<b>NAME OF SUBMITTER:</b>	Suhail Seth		
<b>Signature:</b>	/Suhail Seth/		
<b>Date:</b>	05/19/2008		

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**Total Attachments: 18**

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## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of June 7, 2007 (the “**Effective Date**”) by and between ACP Floors, LLC, a Florida limited liability company or its designee(s) (“**Buyer**”), and Byron P. Smyl, as the Chapter 11 Trustee for Laminate Kingdom, LLC, d/b/a Floors Today (“**Seller**”). Buyer and Seller are each referred to herein as a “**Party**,” and together as the “**Parties**.”

### WITNESSETH

**WHEREAS**, on January 16, 2007, an involuntary bankruptcy petition was filed under Section 303 of the Bankruptcy Code against Laminate Kingdom, LLC, d/b/a Floors Today (the “**Debtor**”) in the United States Bankruptcy Court for the Southern District of Florida, Miami Division (the “**Bankruptcy Court**”) (Case No. 07-10279-AJC) (the “**Bankruptcy Case**”), and on January 25, 2007, the Bankruptcy Court entered an order for relief;

**WHEREAS**, on January 25, 2007, the Bankruptcy Court entered its order directing the appointment of a Chapter 11 Trustee of the Debtor;

**WHEREAS**, on January 29, 2007, pursuant to the foregoing order, the Office of the United States Trustee appointed Byron P. Smyl as the Chapter 11 Trustee;

**WHEREAS**, on February 20, 2007, the Office of the United States Trustee appointed an Official Committee of Unsecured Creditors (the “**Committee**”);

**WHEREAS**, pursuant to the *Final Order (1) Authorizing the Trustee to Obtain Post-Petition Financing, Granting Senior Security Interests Pursuant to Bankruptcy Code Section 364(c) and 364(d), (2) Authorizing the Use of Cash Collateral Pursuant to Bankruptcy Code Section 363, (3) Granting Adequate Protection, and (4) Modifying the Automatic Stay* entered by the Bankruptcy Court on April 4, 2007 (C.P. 267) (the “**Final Post-Petition Financing Order**”), the Buyer loaned certain sums to Seller under the terms of a post-petition credit facility (the “**Post-Petition Credit Facility**”);

**WHEREAS**, pursuant to the terms of the Final Post-Petition Financing Order, Buyer was afforded super-priority liens to secure amounts owed under the Post-Petition Credit Facility in accordance with Section 364(d) of the Bankruptcy Code;

**WHEREAS**, on May 22, 2007, Seller filed the Sale Motion, pursuant to which Seller sought authority to sell all of the estate’s right, title and interest in and to the Purchased Assets (as defined below) to Buyer pursuant to Sections 363(b), (f), and (m) of the Bankruptcy Code;

**WHEREAS**, the Bankruptcy Court conducted a hearing on the Sale Motion on June 5, 2007 (the “**Final Sale Hearing**”), and entered its order on the Sale Motion on June 7, 2007 (C.P. \_\_\_);

**WHEREAS**, Seller intends to sell to Buyer all of the Seller’s right, title and interest in and to the Purchased Assets (as defined below), free and clear of all Liens, except as expressly provided herein; and

**WHEREAS**, Buyer intends to purchase all of the Seller's right, title and interest in and to the Purchased Assets (as defined below), free and clear of all Liens, except as expressly provided herein; and

**NOW, THEREFORE**, in consideration of the premises and the mutual promises made herein, and in consideration of the representations, warranties, and covenants contained herein, the Parties agree as follows:

1. **Definitions.** The following terms, as used herein, have the following meanings:

**"Affiliate"** has the meaning set forth in Section 101(2) of the Bankruptcy Code.

**"AlphaStaff"** means AlphaStaff Group, Inc.

**"Armstrong"** means Armstrong World Industries, Inc. and Armstrong Hardwood Flooring and their respective successors and assigns.

**"Bankruptcy Code"** means Title 11 of the United States Code.

**"Business Day"** means a day other than a Saturday, Sunday or other day on which commercial banks are authorized or required to close under the laws of the United States or the State of Florida.

**"Claim"** has the meaning set forth in Section 101(5) of the Bankruptcy Code.

**"Closing"** has the meaning ascribed to it in Section 2(d) of this Agreement.

**"Final Sale Hearing"** means the final hearing before the Bankruptcy Court on the Sale Motion.

**"Final Sale Order"** means the *Order Granting Trustee's Motion for an Order Authorizing the (A) Sale of Certain Assets to ACP Floors, LLC Free and Clear of Any and All Liens, Claims, and Encumbrances, and (B) Assumption and Assignment of Certain Targeted Unexpired Leases of Real Property to ACP Floors, LLC, or In the Alternative, Rejection of the Targeted Leases* entered by the Bankruptcy Court on June 7, 2007 (C.P. \_\_\_), a copy of which is attached hereto as Exhibit "A".

**"Liens"** means any Claim, lien (as defined in Section 101(37) of the Bankruptcy Code), condition, pledge, option, charge, hypothecation, security interest, covenant, restriction, reservation, agreement of record, restriction on use, or any other type of encumbrance.

**"MP Global"** means MP Global Products, L.L.C.

**"Person"** has the meaning set forth in Section 101(41) of the Bankruptcy Code.

**"Purchased Assets"** shall include the following assets, but only to the extent that such assets are property of the Debtor's estate: any and all (a) inventory in the Seller's possession, custody and control, wherever located, including, without limitation, all inventory in transit, all inventory located within those stores pertaining to the Targeted Leases, and all inventory located or identified by the Seller prior to closing, (b) furnishings, fixtures and equipment located within

those stores pertaining to the Targeted Leases, (c) displays and racks located in those stores pertaining to the Remaining Leases, (d) intellectual property rights, including, without limitation, trademarks and trade names, common law trademark rights, and any claims or causes of action relating to the foregoing (subject to the license granted Armstrong for certain intellectual property rights of the Debtor's estate, as provided in the Final Post-Petition Financing Order), (e) accounts receivable, including, without limitation, any proceeds from uncleared credit card transactions, (f) transferable licenses and permits necessary to the operation of the Debtor's business, (g) security deposits and prepaid expenses in connection with those stores pertaining to the Targeted Leases, and (h) any and all other personal property, including, without limitation, personal property and books and records necessary to operate the Debtor's business, as identified by Buyer prior to the Final Hearing. Notwithstanding the foregoing, Buyer and Seller have agreed that any all furnishings, fixtures or equipment leased by the Debtor from Relational, LLC and Crown Credit Company shall not be included among the Purchased Assets. Notwithstanding anything herein to the contrary, title to the UTi Inventory, as such term is defined in the Final Post-Petition Financing Order, shall not pass or be otherwise conveyed to Buyer pending (i) agreement by UTi, United States, Inc., the Seller and Buyer, or (ii) by order of the Court at the request of Buyer.

**"Remaining Leases"** means each unexpired non-residential real property lease of the Debtor, other than the Targeted Leases, that pertains to a store or warehouse in which inventory of the Debtor was located as of the date of filing of the Sale Motion.

**"Sale Motion"** means the *Trustee's Motion for an Order Authorizing the (A) Sale of Certain Assets to ACP Floors, LLC Free and Clear of Any and All Liens, Claims, and Encumbrances, and (B) Assumption and Assignment of Certain Targeted Unexpired Leases of Real Property to ACP Floors, LLC, or in the Alternative, Rejection of the Targeted Leases* filed by the Trustee on May 22, 2007 (C.P. 383).

**"Subsidiary"** means any entity with respect to which a Person owns or has the power to vote 50% or more of the equity interests in such entity.

**"Targeted Leases"** shall mean those unexpired leases of non-residential real property identified on **Schedule "1."**

**"Tarkett"** means Tarkett USA, Inc.

## **2. Transaction.**

(a) Purchase and Sale of Purchased Assets. On and subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, convey, and deliver to Buyer, free and clear of all Liens, all of the right, title and interest in and to the Purchased Assets at the Closing for the consideration specified below in this Section 2.

(b) Assumption and Assignment of Targeted Leases.

(i) Buyer shall have the option, but not the obligation, to take an assignment of any or all of the Targeted Leases by notifying the Seller, in writing, on or before 12:00

p.m. EDT three (3) calendar days prior to the Assumption Hearing (defined herein), and the Seller shall, by 5:00 p.m. EDT three (3) calendar days prior to the Assumption Hearing, file a Certification with the Court, certifying that Buyer has advised the Trustee in writing of the Targeted Lease(s) to be assumed and assigned to Buyer, and that Buyer has paid or committed to pay the cure costs under the Targeted Lease(s) to be assumed and assigned pursuant to the agreement of the Buyer and landlord(s) (“Consensually Assumed Lease”).

(ii) By separate order, the Court shall schedule a hearing (the “Assumption Hearing”) to enter a final order (the “Final Assumption Order”) (x) on any Consensually Assumed Lease, and (y) to determine any cure costs under any Targeted Lease in the event Buyer and any landlord are unable to agree upon the appropriate cure costs, following which the Court may authorize the assumption and assignment conditioned on payment of the cure costs (“Other Assumed Lease”). The Assumption Hearing shall take place not later than June 22, 2007. The effective date of assumption and assignment of any Consensually Assumed Lease and Other Assumed Lease shall occur upon entry of the Final Assumption Order. None of the Targeted Leases shall be assumed by the Trustee without assignment to the Buyer as set forth above.

(iii) The Buyer shall pay the per diem rate of rent to the landlords under each Targeted Lease until: (i) the date on which the Buyer advises the Trustee, in writing, that the Buyer does not want to receive an assignment of the Targeted Lease ("Rejected Targeted Lease") and the Buyer has vacated the Purchased Assets from the Rejected Targeted Lease, or (ii) the entry of the Final Assumption Order, in which case the Buyer shall assume liability for the rent under the assumed Targeted Lease. The Buyer shall not be liable for any other amounts owed under any Rejected Targeted Lease. The effective date of the rejection of any Rejected Targeted Lease shall be the date upon which the Trustee receives written notice from Buyer that Purchased Assets are vacated from the premises.

(iv) The Buyer shall continue to pay the per diem rate of rent to the landlords under any non-Targeted Lease until such time as the Purchased Assets are vacated from the premises, which is the effective date of the Trustee’s rejection in accordance with the Order Authorizing Rejection of Certain Non-Residential Real Property Leases of the Debtor entered by the Court on May 22, 2007 (C.P. 380) . The Buyer shall not be liable for any other amounts owed under any non-Targeted Lease.

(c) Consideration for Purchased Assets.

(i) Purchase Price. As payment for the Purchased Assets, Buyer agrees to pay, in the manner set forth in this Section 2(c)(vi): (a) the entire amount of the accrued Carve-Outs (as defined in and in accordance with the terms and conditions of the Final Post-Petition Financing Order, and which shall be used to satisfy the allowed fees of the professionals retained by the Trustee and the Committee in accordance with the terms and conditions of the Final Post-Petition Financing Order, as modified by the Final Sale Order), to be disbursed upon the allowance of such fees by the Bankruptcy Court;

provided, however, the parties stipulate that the amount of the accrued Carve-Outs is \$260,000.00, \$40,000.00 of which shall be released at Closing in accordance with the resolution with AlphaStaff and the Final Sale Order, with the remaining balance of \$220,000.00 to be held in escrow by Buyer's counsel pending award of such fees and costs by the Court. Buyer shall have the right to object to the fee applications of such professionals on the basis of reasonableness. In the event the allowed fees and costs are less than the total accrued Carve-Outs (\$260,000.00), Buyer shall be entitled to the release of the difference from the Carve Outs held in escrow, (b) an amount necessary to satisfy the Priority Armstrong Indebtedness (as defined in the Final Post-Petition Financing Order) and post-petition ordinary course payable to Armstrong, not to exceed \$250,000.00 (the "**Armstrong Payment**"), (c) an amount necessary under Section 365 of the Bankruptcy Code to cure monetary defaults if required under Section 2(b) of this Agreement (the "**Cure Amounts**"); (d) an amount not to exceed \$54,502.25, which shall be payable to AlphaStaff in accordance with the Final Sale Order for certain accrued wages and commissions ("**Accrued Wages**"); (e) an amount to be placed in escrow in the amount of \$174,000.00 in accordance with the agreement between Buyer and Tarkett, in accordance with the Final Sale Order, (g) an amount necessary to assume the MP Global Debt (as defined below), subject to the conditions set forth in Section 2(c)(iv) below, and (h) an amount equal to \$529,000.00, in the form of a credit bid of a portion of Buyer's Claim arising under the Post-Petition Credit Facility, as may be adjusted accordingly (the "**Credit Bid**") (collectively, the "**Purchase Price**"). In the event that all of the liabilities referenced in this Section 2(c)(i) are assumed, the aggregate Purchase Price is approximately \$1,450,000.00.

An amount equal to the sum of the accrued Carve-Outs and the Armstrong Payment has already been deposited into the escrow account of the Buyer's counsel (the "**Escrowed Funds**").

No portion of the Purchase Price, nor any of the payments to any third party contemplated in this Section 2, shall be considered an advance under the Post-Petition Credit Facility.

(ii) Purchase Price Adjustment. Buyer may be entitled to a purchase price adjustment, which shall be a reduction in the Credit Bid, calculated as follows ("Purchase Price Adjustment"):

1. Buyer and Seller agree that the baseline inventory being purchased is \$2,700,000.00 ("**Baseline Inventory**").

2. Within ten (10) days of completion of the consolidation of inventory, Buyer shall conduct a physical inventory of all inventory being acquired ("**Final Inventory**"). In the event the Final Inventory is less than the Baseline Inventory, Buyer shall be entitled to a purchase price reduction equal to fifty-percent (50%) of the difference between the Baseline Inventory and Final Inventory. In the event the Final Inventory exceeds the Baseline Inventory, there shall be no adjustment to the purchase price.

3. For purposes of calculating any Purchase Price Adjustment, the Copperfield Inventory shall be included in the Final Inventory, but the UTi Inventory shall not be included; provided, however, that the UTi Inventory shall be included in the Final Inventory purchased by Buyer if ultimately recovered by the estate or by agreement of the Trustee, Buyer and UTi without any adjustment to the purchase price.

(iii) Payments to Landlords. In addition to the Purchase Price, Buyer represents and warrants that it has made or has committed to make the following payments to landlords: (a) Buyer has paid each landlord on the Targeted Leases listed on Schedule 1 as of the Effective Date all sums that accrued and were due and payable during the month of May 2007, as well as amounts that accrue during the month of June 2007 on a *per diem* basis, which shall be paid not later than three (3) business days of the date on which the Purchased Assets are removed from the premises; provided, however, unless such Targeted Leases are assumed pursuant to this Agreement, Buyer was and is not responsible for the payment of any sums due under such Targeted Leases that accrued on or before April 30, 2007, and (b) Buyer has or will have paid each landlord on the Remaining Leases all per diem rent that accrues and is payable from and after May 21, 2007 until such time as the Purchased Assets are removed from the affected store or warehouse, or the lease has been assumed and assigned, as applicable; provided, however, that Buyer shall not be liable for any other amounts arising under the Remaining Leases. The foregoing amounts shall be payable not later than three (3) business days after the Purchased Assets are removed from the premises.

(iv) Cure and Assumption of Targeted Leases. In the event that Buyer elects not to assume any one or all of the Targeted Leases listed on Schedule 1 as of the Effective Date, then Buyer shall increase the amount of its Credit Bid in an amount equal to the aggregate cure costs of the Targeted Leases not assumed at Closing, except as may be waived against the estate by the landlord pursuant to an agreement with Buyer or as may be offset by cure costs which may be paid by Buyer under any Remaining Lease that may be assumed and assigned with the consent of the landlord. In such an event, and if applicable, the Stipulated Buyer Claim (as defined below) shall be increased by an amount equal to the increase in the Credit Bid. In the event that the Buyer's Claim under the Post-Petition Credit Facility is insufficient to make the corresponding increase in the Credit Bid, the Buyer shall pay the difference in cash at Closing.

(v) Payments to Inventory Suppliers.

1. Tarkett. Reference is hereby made to paragraph 25 of the Final Sale Order, and such paragraph is hereby incorporated herein in its entirety.

2. MP Global. Buyer has been, and will continue, negotiating with MP Global. In the event Buyer can reach an agreement on credit terms with MP Global, Buyer shall assume the post-petition liability owed to MP Global at closing, not to exceed \$56,855.00 (the "MP



**Global Debt**”). An agreement on credit terms with MP Global is not a condition to Buyer’s obligation to buy the Purchased Assets. In the event that Buyer does not reach an agreement on credit terms with MP Global, then Buyer shall increase the amount of its Credit Bid in an amount equal to the MP Global Debt. In such an event, the Stipulated Buyer Claim shall be increased in an amount equal to the increase in the Credit Bid. In the event that the Buyer’s Claim under the Post-petition Credit Facility is insufficient to make the corresponding increase in the Credit Bid, the Buyer shall pay the difference in cash at Closing. In the event that, by order of the Bankruptcy Court, any inventory related to the MP Global Debt is returned to MP Global, Seller shall not assume the MP Global debt and the Purchase Price shall be reduced appropriately. In such an event, there will not be a corresponding increase in the amount of the Credit Bid.

(vi) Manner of Payment. At Closing, (a) the amount of \$233,000.00, less the amount of the Armstrong Payment representing attorneys’ fees and costs for counsel for Armstrong, shall be released from the Escrowed Funds and paid to Armstrong in immediately available funds by wire transfer to any account(s) designated by Armstrong; the remaining portion shall be continued to held in escrow pending an award of attorneys’ fees and costs on behalf of counsel for Armstrong and resolution of the remaining amounts by agreement of the parties or by order of the Court, (b) the Accrued Wages shall be paid to AlphaStaff, and (c) the amount of the Buyer’s Claim against the Debtor’s estate arising under the Post-Petition Credit Facility shall be decreased in the amount of the Credit Bid, as may be adjusted accordingly. Except as otherwise provided hereunder, payment on the Carve-Outs shall be released from the Escrowed Funds as the fees and expenses may be approved by a final order of the Bankruptcy Court. Any balance in the Escrowed Funds remaining after payment of the accrued Carve-Outs and the Armstrong Payment shall be released to Buyer.

(vii) Credit Bid and Stipulated Buyer Claim. Seller has not and does not stipulate to the full amount of Buyer’s secured claim against the Debtor’s estate arising under the Post-Petition Credit Facility; provided, however, Seller and Buyer stipulate that Buyer has a secured claim of at least \$767,808.00 (exclusive of attorneys’ fees and costs) under the Post-Petition Credit Facility (the **“Stipulated Buyer Claim”**), subject to the adjustments identified above in this Section 2. Buyer hereby agrees that in no event shall it assert a Claim against the Debtor’s estate after the Closing in an amount greater than \$370,000.00. Nothing in this Agreement precludes Seller or any creditor of the Debtor’s estate from objecting to the reasonableness of any portion of the buyer’s Claim that relates to the fees and expenses of the professionals retained by Buyer. Notwithstanding anything herein to the contrary, the entry of the Final Sale Order and this Agreement are without prejudice or waiver of any right of the Buyer to be granted a claim greater than the Stipulated Buyer Claim and to credit bid any additional amounts as may be allowed or otherwise permitted by the Court.

(d) The Closing. The closing of the transactions contemplated by this Agreement (the **“Closing”**) shall take place no later than 5:00 p.m. EDT, on June 7, 2007.

3. **Release of Claim Against Buyer.** Upon Closing, the Trustee, the Debtor's estate, and the Committee shall be deemed to have fully and forever released ACP Floors, LLC and Aquarius Capital Partners, LLC in its capacity as the lender under the Post-Petition Credit Facility, including their employees, agents, principals, members, and professionals from any and all claims, legal, equitable or otherwise, from the beginning of time through and including Closing, whether known or unknown, including, without limitation, any and all claims arising or related to this case, the Post-Petition Credit Facility and the sale of the Purchased Assets, and any and all claims arising under the Bankruptcy Code and other applicable non-bankruptcy law; provided, however, this release shall not operate as a release of claims against ACP Floors, LLC (in its capacity as a lender under the Post-Petition Credit Facility) by any party with standing other than the Debtor's estate, the Trustee, and the Committee; provided, further, however, the foregoing is neither intended nor shall be implied, construed or otherwise interpreted as permitting or authorizing any claim or action against Buyer (in its capacity as the Buyer of the Purchased Assets) or the Purchased Assets, inasmuch as the Purchased Assets are being sold to and acquired by the Buyer free and clear of any Claims or Liens pursuant to Section 363(f) of the Bankruptcy Code, as provided hereunder.

4. **Disclaimer of Other Representations and Warranties.** Seller represents and warrants that he has good and sufficient marketable title to all of the Purchased Assets. Other than the foregoing, (a) Seller makes no representation or warranty, express or implied, at law or in equity, including without limitation, any warranty of merchantability or fitness for any particular purpose, (b) Buyer hereby acknowledges and agrees that Buyer is purchasing the Purchased Assets on an "as-is, where-is" basis, and (c) with respect to the Targeted Leases and the premises that are the subject of those leases, Seller makes no representation or warranty, express or implied, at law or in equity.

5. **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller that the statements contained in this Section 5 are correct and complete as of the Effective Date and will be correct and complete as of the Closing.

(a) **Organization of Buyer.** Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization.

(b) **Authorization of Transaction.** Buyer has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder and the execution and delivery by Buyer of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of Buyer. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms.

(c) **Availability of Funds.** Buyer has, and on the Closing Date will have, sufficient funds available to finance and consummate the transactions contemplated by this Agreement.

6. **Pre-Closing Covenants.** The Parties agree as follows with respect to the period between the Effective Date and Closing (except in the case of subsections 6(f), (g) and (h), each of which shall survive the Closing in accordance with their terms).

(a) **General.** Each of the Parties will use its commercially reasonable efforts to take all action and to do all things necessary in order to consummate and make effective the transactions contemplated by this Agreement.

(b) **Debtor's Operations.** The Seller is not obligated to operate the Debtor's business between the Effective Date and Closing; provided, however, Seller will use his best efforts to permit, grant and facilitate the removal of assets other than Purchased Assets from the Targeted Leases and Remaining Leases.

(c) **Full Access.** Seller will permit representatives of Buyer and its professionals to have full access at all reasonable times, and in a reasonable manner, to all books, records (including tax records), employees, contracts, and documents of or pertaining to the Debtor's business.

(d) **Cooperation in Potential Hiring of Certain Former Employees.** Seller shall cooperate with Buyer and shall permit Buyer to (i) meet with former employees, (ii) speak with such employees, managers and supervisors who are being considered for employment by Buyer, (iii) distribute to such employees such forms and other documents relating to potential employment by Buyer after Closing as Buyer may reasonably request, and (iv) permit Buyer to review personnel files and other relevant employment information regarding employees of the Debtor's business.

(e) **Risk of Loss.** Seller shall bear all risk of loss with respect to the Purchased Assets prior to the Closing. Seller agrees to continue to carry or cause to be carried until the Closing the insurance coverage which is presently carried relating to the Purchased Assets. Upon Closing, all risk of loss shall immediately transfer to Buyer. At Closing, Buyer shall reimburse Seller in cash for the premium paid for the Seller's insurance coverage of the Purchase Assets for the month of June 2007, pro rated from the date of Closing. Likewise, at Closing, Buyer shall reimburse Seller for the for the security services procured by Seller from ADT and prepaid for the month of June 2007, pro rated from the date of Closing, to the extent such services were not already paid by Buyer.

(g) **Right to Inspect Books and Records Post-Closing.** For a period of one (1) year after the Closing (the "**Inspection Period**"), Seller and his representatives and counsel shall have reasonable access to, and shall have the right to photocopy at their own expense, all of the books and records (the "**Books and Records**"), including any computerized databases and files and programs and associated software relating to the pre-Closing operations of the Debtor's business and/or the Purchased Assets as they existed as of Closing, including but not limited to (i) the investigation, evaluation and prosecution of any and all Claims benefiting the Debtor's estate, (ii) the evaluation, allowance, distribution and defense of any and all Claims brought against the Seller or the Debtor's estate, and (iii) employees' records or other personnel and medical records, as of the Closing, required by law, legal process or subpoena. During the Inspection Period, Buyer agrees to provide Seller and any of his representatives, upon reasonable

request and notice, with reasonable access to employees of Buyer (who are former employees of the Debtor's business) for purposes of winding down the Debtor's estate; provided, however, in the event Buyer determines, in its reasonable discretion, that access to employees is disrupting the Buyer's business operations, Buyer reserves the right to withdraw its consent hereunder. Access pursuant to this section shall be afforded by the party in possession of such Books and Records, upon receipt of reasonable advance notice, during normal business hours; provided, however, that (A) any such investigation shall be conducted in such a manner as not to interfere unreasonably with the operation of the business of any party and (B) no party shall be required to take any action which would constitute a waiver of the attorney-client privilege or which would require the disclosure of confidential information. The party exercising this right of access shall be solely responsible for any costs or expenses incurred by it pursuant to this section. If Buyer shall desire to dispose of any such Books and Records upon or prior to the end of the Inspection Period, Buyer shall, prior to such disposition, give Seller a reasonable opportunity at Seller's expense, to segregate and remove such Books and Records as such other party may select.

(h) Further Assurances. The Parties agree that they shall use commercially reasonable efforts to perform all necessary acts and execute all necessary documents and deliver all necessary certificates and other documents as required to effectuate the transactions contemplated by this Agreement.

7. **Seller's Remedies in the Event Buyer Fails to Close**. In the event that Buyer does not close on the sale of the Purchased Assets, Seller shall charge the Escrowed Funds (a) the amount of any per diem unpaid rent arising under any or all of the Targeted Leases that accrued and shall accrue from May 21, 2007 until the inventory is vacated from the premises or a going-out-of-business sale or other such sale is approved by the Bankruptcy Court, and (b) the amount of any unpaid per diem rent arising under any or all of the Remaining Leases that accrued and shall accrue from May 21, 2007 until the inventory is vacated from those stores.

8. **Miscellaneous**.

(a) No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(b) Entire Agreement. This Agreement (including the exhibits and schedules attached hereto) constitute the entire agreement between the Parties and supersede any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof or thereof.

(c) Inconsistency Between This Agreement and Sale Order. In the event of any inconsistency between this Agreement and the terms of the Sale Order, the Sale Order shall prevail.

(d) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party; provided, however, that nothing

herein shall prohibit the assignment of Buyer's rights (but not obligation) to any of its designees or direct or indirect Subsidiary or Affiliate.

(e) Counterparts; Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures of the Parties transmitted by facsimile or by electronic media or similar means shall be deemed to be their original signature for all purposes.

(f) Headings. The section headings contained in this Agreement are inserted for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(g) Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two (2) Business Days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

*If to Seller:* Byron P. Smyl, Chapter 11 Trustee  
Alvarez & Marsal, LLC  
Two Alhambra Plaza, Suite 1101  
Coral Gables, FL 33134  
Phone: (305) 704-6736  
Facsimile: (305) 704-6701

*Copy to:* Mark D. Bloom, Esq.  
Greenberg Traurig, P.A.  
1221 Brickell Avenue  
Miami, Florida 33131  
Phone: (305) 579-0537  
Facsimile: (305) 961-5537

*If to Buyer:* Mr. Pablo Cejas  
Mr. Hilary Candela  
ACP Floors, LLC  
2151 LeJeune Road, Suite 307  
Phone: (305) 447-9493  
Facsimile: (305) 447-9611

*Copy to:* Michael Seese, Esq.  
Kluger Peretz Kaplan & Berlin  
201 South Biscayne Blvd.  
Miami Center, Suite 1700  
Miami, FL 33131  
Phone: (305) 379-9000  
Facsimile: (305) 379-3428

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it is actually received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

(h) SUBMISSION TO JURISDICTION. THE PARTIES HEREBY AGREE THAT ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS AND PROCEEDINGS RELATING TO THIS AGREEMENT OR THE OTHER AGREEMENTS CONTEMPLATED HEREIN SHALL BE FILED AND MAINTAINED IN THE BANKRUPTCY COURT OR IN ANY STATE OR FEDERAL COURT SITTING IN MIAMI-DADE COUNTY, FLORIDA.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect (to the extent permitted by law) to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

(j) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(k) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(l) Expenses. Each Party hereto shall bear its own costs and expenses with respect to the transactions contemplated hereby. In particular, any fees and expenses incurred by Buyer in the course of negotiating this Agreement and closing on any of the transactions contemplated herein shall not be included in Seller's claim against the Debtor's estate that arises the Post-Petition Credit Facility or otherwise.

(m) Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

(n) Incorporation of Exhibits and Schedules. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

(o) Gender and Number. When the context of this Agreement requires, the general of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.

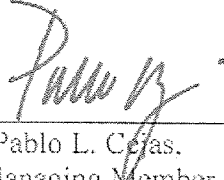
*[Signature pages to follow.]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

BUYER:

GEMINI FLOORING HOLDINGS, LLC,  
A FLORIDA LIMITED LIABILITY  
COMPANY

By: Aquarius Capital, LLC  
Its: Manager

By:   
Name: Pablo L. Cefas.  
Title: Managing Member and  
President

SELLER:

BYRON P. SMYL, CHAPTER II TRUSTEE  
FOR LAMINATE KINGDOM, LLC, D/B/A  
FLOORS TODAY

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED BY:

OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS

By: \_\_\_\_\_  
Name:  
Title: CHAIRMAN



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**BUYER:**

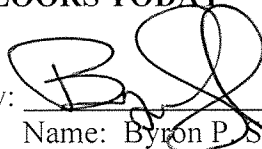
**GEMINI FLOORING HOLDINGS, LLC,  
A FLORIDA LIMITED LIABILITY  
COMPANY**

**By: Acquarius Capital, LLC  
Its: Manager**

By: \_\_\_\_\_  
Name: Pablo L. Cejas,  
Title: Managing Member and  
President

**SELLER:**

**BYRON P. SMYL, CHAPTER 11 TRUSTEE  
FOR LAMINATE KINGDOM, LLC, D/B/A  
FLOORS TODAY**

By:  \_\_\_\_\_  
Name: Byron P. Smyl  
Title: Chapter 11 Trustee for Laminate  
Kingdom, LLC, d/b/a Floors Today

**ACKNOWLEDGED BY:**

**OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS**

By: \_\_\_\_\_  
Name:  
Title: CHAIRMAN

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**BUYER:**

**GEMINI FLOORING HOLDINGS, LLC,  
A FLORIDA LIMITED LIABILITY  
COMPANY**

**By: Acquarius Capital, LLC  
Its: Manager**

By: \_\_\_\_\_  
Name: Pablo L. Cejas,  
Title: Managing Member and  
President

**SELLER:**

**BYRON P. SMYL, CHAPTER 11 TRUSTEE  
FOR LAMINATE KINGDOM, LLC, D/B/A  
FLOORS TODAY**

By: \_\_\_\_\_  
Name:  
Title:

**ACKNOWLEDGED BY:**

**OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS**

By:   
Name: Mark Jenkins  
Title: CHAIRMAN

**SCHEDULE 1**

**TARGETED LEASES**

Store # 10  
Doral  
8725 NW 13 Terrace  
Miami, Florida 33172

Store # 15  
Kendall  
14778 N. Kendall Drive  
Miami, Florida 33196

Store # 300  
Kenner  
2215 Veterans Memorial Blvd.  
Kenner, Louisiana 70062

Store # 310  
Baton Rouge  
10920 Cousey Blvd.  
Baton Rouge, Louisiana 70816

**EXHIBIT A**

**FORM OF SALE ORDER**

*[Attached.]*