UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
SASCO HILL BRANDS LLC, *et al.*,	Case No. 18-11780
Debtors.	(Jointly Administered)

ORDER (I) APPROVING BID PROCEDURES FOR THE SALE OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE, (II) APPROVING THE FORM AND MANNER OF NOTICE OF THE SALE AND ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND (III) SCHEDULING AN AUCTION AND SALE HEARING

Upon the motion (the "Motion")[1] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for the entry of; (i) an Order (a) Establishing Bidding Procedures for the Sale of Assets, (b) Approving Certain Bid Protections, (c) Scheduling an Auction and Sale Hearing, and (d) Approving the Form and Manner of Notice Thereof; and (ii) an Order Authorizing and Approving (a) the Debtors' Entry into a Certain Asset Purchase Agreement, (b) the Sale of Assets Free And Clear Of Liens And Other Interests, and (c) Assumption and Assignment of Certain Executory Contracts and Leases; and any Objections to entry of an Order Approving the Bid Procedures having been resolved, withdrawn or overruled; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that the Motion is a core proceeding pursuant to 28 U.S.C. § 157; and adequate notice of the Motion and opportunity for objection having been given; and it appearing that no other or further notice need

[1] Capitalized terms used but not defined herein shall have the meanings ascribed such terms in the Motion.

be given; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties-in-interest;

NOW THEREFORE IT IS HEREBY FOUND, CONCLUDED AND DETERMINED THAT:

A. Copies of the Motion, the proposed Bid Procedures Order attaching the Bid Procedures (as defined below) and Notice of the Hearing on the Bidding Procedures, were provided to all necessary parties in interest, and such notice is otherwise adequate and appropriate in the circumstances.

B. In the exercise of their business judgment, the Debtors have determined that the best method for maximizing the return to their creditors is, among other things, through a sale of substantially all of the Debtors' assets with certain exceptions (the "Sale") and the potential assumption and assignment of certain executory contracts and unexpired leases.

C. In the exercise of their business judgment, the Debtors have agreed to sell substantially all of their assets with certain exceptions (the "Acquired Assets") as set forth in the that certain Asset Purchase Agreement (the "Purchase Agreement") by and among the Debtors and the other seller-parties thereto, and Gordon Brothers Brands, LLC (the "Stalking Horse Bidder") dated as of June 29, 2018, a copy of which is attached to the Motion, subject to higher and better offers.

D. The Purchase Agreement and its terms were negotiated by the Debtors and the Stalking Horse Bidder in good faith and at arm's length.

E. The Debtors will maximize the sale price of the Assets by seeking competitive bidders and holding an auction sale (the "Auction") in accordance with the Bidding Procedures attached hereto as Exhibit 1.

F. The Bidding Procedures are reasonably designed to maximize the value to be achieved for the Assets and are in the best interests of the Debtors, their estates, creditors and other parties in interest.

G. All other findings made by the Court during the hearing to consider approval of the Bid Procedures are incorporated herein by reference.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. The bid procedures attached hereto as Exhibit 1 (the "Bid Procedures") are hereby approved, and the terms of the Bid Procedures are incorporated by reference as if fully set forth herein. The Debtors are hereby authorized to obtain the highest and best bids for the Assets in accordance with the Bid Procedures. The failure to specifically include or reference any particular provision of the Bid Procedures in this Order shall not diminish or impair the effectiveness of such Bid Procedures, it being the intent of this Court that the Bid Procedures be authorized and approved in their entirety.

2. The Sale Notice substantially in the form attached hereto as Exhibit 2, is hereby approved. The Debtors shall serve, by first-class mail within three (3) business days after the entry of this Order, a copy of this Order, the Motion and the Sale Notice on: (a) counsel for Gordon Brothers Brands, LLC, Peter Bilowz, Esq., Goulston & Storrs PC, 885 Third Avenue, 18th Floor, New York, New York 10022, pbilowz@goulstonstorrs.com; (b) Green Bull Bags Jr. LLC ("Green Bull"), 600 Superior Avenue East, Suite 1800, Cleveland, OH 44114, Attn: Manager; (c) GB Lender LLC ("GB Lender"), 600 Superior Avenue East, Suite 1800, Cleveland, OH 44114, Attn: Manager; (d) the Office of the United States Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, New York 10014; (e) the Debtors' 20 largest unsecured creditors; (f) any official committee of unsecured creditors appointed in this case; and (g) all persons who

have filed a request for notice and service of papers in these cases. Such service is hereby deemed to be sufficient notice of the sale of the Assets under the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure. A notice of the Sale may also be published in a trade publication or national newspaper.

3. Any person seeking to submit a competing offer for the Assets shall comply with the Bid Procedures in order to become a Qualified Bidder (as defined in the Bid Procedures) and shall submit their bid satisfying the requirements set forth in the Bid Procedures by email to: (i) counsel to the Debtors, Clifford A. Katz, Esq., Platzer, Swergold, Levine, Goldberg, Katz & Jaslow, LLP, 475 Park Avenue South, 18th Floor, New York, New York 10016, ckatz@platzerlaw.com, (ii) counsel for Gordon Brothers Brands, LLC, Peter Bilowz, Esq., Goulston & Storrs PC, 885 Third Avenue, 18th Floor, New York, New York 10022, pbilowz@goulstonstorrs.com, (iii) Green Bull Bags Jr. LLC, 600 Superior Avenue East, Suite 1800, Cleveland, OH 44114, Attn: Manager, Glenn C. Pollack (Candlewood), gcp@candlewoodpartners.com, and (iv) GB Lender LLC, 600 Superior Avenue East, Suite 1800, Cleveland, OH 44114, Attn: Manager, gcp@candlewoodpartners.com (collectively, the “Notice Parties”) no later than 4:00 p.m. (prevailing New York, New York time), on September 14, 2018 (the “Bid Deadline”).

4. The Stalking Horse Bidder is deemed to be a Qualified Bidder with respect to its bid as set forth in the Purchase Agreement. The Stalking Horse Bidder shall have the right to credit bid up to $3,000,000 plus allowed post-petition attorney’s fees and expenses. Each of Green Bull and GB Lender are deemed to be Qualified Bidders provided that any bid by Green Bull or GB Lender shall include a cash payment in the amount of $3,000,000 plus the Stalking Horse Bidder’s allowed post-petition fees and expenses to be made to the Stalking Horse Bidder at

closing and any bid by Green Bull or GB shall: (i) include evidence of authorization and approval from such bidder's board of directors or governing body with respect to the submission, execution, delivery and closing; (ii) be irrevocable until five (5) business days after the closing of the sale or sales pursuant to an order of the Bankruptcy Court that is no longer subject to appeal, modification or reconsideration; (iii) not be subject to any conditions or contingencies to closing, including without limitation obtaining financing, internal approvals or further due diligence except the closing conditions set forth in the Purchase Agreement; and (iv) include a cash deposit of 10% of the purchase price set forth in the bid.

5. If a Qualified Bid (as defined in the Bidding Procedures) is received by the Debtors, the Auction will be conducted on September 17, 2018, beginning at 10:00 a.m. (prevailing New York, New York time) at the Offices of Platzer, Swergold, Levine, Goldberg, Katz & Jaslow, LLP, 475 Park Avenue South, 18th Floor, New York, New York 10016. If no Qualified Bids other than the bid by the Stalking Horse Bidder are received prior to the Bid Deadline, then the Auction will be cancelled and the Debtors will proceed to consummate the sale of the Acquired Assets to the Stalking Horse Bidder pursuant to the Purchase Agreement. In the event that the Stalking Horse Bidder is paid $3,000,000 plus allowed post-petition attorney's fees and expenses by September 16, 2018 in satisfaction of the Debtors' obligations to the Stalking Horse Bidder, the Debtors may terminate the Auction.

6. Each Qualified Bidder participating in the Auction shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the Sale.

7. A hearing to consider approval of the results of the Auction, or, if no Auction is held, the sale of the Acquired Assets to the Stalking Horse Bidder (the "Sale Hearing") will be held in the United States Bankruptcy Court for the Southern District of New York, One Bowling

Green. New York, New York 1004-1408 (the "Court") on **September 18, 2018 at 10:00 a.m. (Eastern Time)**.

8. Except as otherwise provided herein, any objection to the Motion shall be filed with the Court and served upon the Notice Parties and the Office of the United States Trustee so as to be received not later than **5:00 p.m. (Eastern Time) on September 17, 2018 (the "Objection Deadline")**. An objection shall set forth with particularity the grounds for such objection or other statements of position.

9. The Assumption and Assignment Notice substantially in the form attached hereto as Exhibit 3, is hereby approved.

10. As soon as practicable after entry of this Order, but **no later than September 1, 2018**, the Debtors shall file a schedule of cure obligations (the "Cure Schedule") for all of their respective Contracts (as defined in the Purchase Agreement), which will include a description of each Contract and set forth the cure amount (the "Cure Amount") the Debtors believe is owed under such Contract. The Debtors will serve the Assumption and Assignment Notice, together with the Cure Schedule, on each of the non-debtor parties listed on the Cure Schedule on the date that the Cure Schedule is filed with the Court.

11. Information concerning the Stalking Horse Bidder's ability to comply with the requirements of adequate assurance of future performance under section 365(f)(2)(B) of the Bankruptcy Code will be provided to the non-debtor parties to the Contracts upon written request to the Debtors' counsel and upon execution of a mutually acceptable confidentiality agreement. In the event that the Auction results in a successful bidder other than the Stalking Horse Bidder (the "Successful Bidder"), then at the conclusion of the Auction the Debtors will provide all information they have received concerning the Successful Bidder's ability to comply with the

requirements of adequate assurance of future performance under section 365(f)(2)(B) of the Bankruptcy Code to any counterparty to an Assumed Contract (as defined in the Purchase Agreement) upon written request to the Debtors' counsel and upon execution of a mutually acceptable confidentiality agreement.

12. Any objection to the assumption and assignment of a Contract (including, but not limited to, any objection relating to adequate assurance of future performance or to the Cure Amounts set forth on the Cure Schedule) shall be filed with the Court not later than the Objection Deadline and served on the Notice Parties and the Office of the United States Trustee so as to be actually received not later than the Objection Deadline; provided, however, that in the event the Auction results in a Successful Bidder other than the Stalking Horse Bidder, objections to the assignment of the Assumed Contracts to such Successful Bidder on the basis of adequate assurance of future performance may be filed and served on or before the date of the Sale Hearing. An objection shall set forth with particularity the grounds for such objection or other statements of position, including, if applicable, the cure amount the objector asserts to be due, any pecuniary losses and the specific types and dates of alleged defaults.

13. If a non-debtor party to a Contract fails to object to the Cure Notice in a timely manner and timely serve such objection in accordance with this Order, such party shall be forever barred from: (i) contesting the assumption and assignment of such Contract, (ii) asserting or claiming against the Debtors or the Stalking Horse Bidder or the Successful Bidder, as applicable, that any additional amounts are due or other defaults exist, that conditions to assignment must be satisfied under such Contract, or that there is any objection or defense to the assumption and assignment of such Contracts, and (iii) disputing or otherwise asserting any cure amount other than as set forth in the Cure Notice, and the payment of the Cure Amount set forth in the Cure Notice

shall be deemed to satisfy fully and completely the requirements of cure and compensation requisite to the Debtors' assumption and assignment to the Successful Bidder of such Contract.

14. If a non-debtor party to an Assumed Contract timely files an objection to the proposed assumption and assignment, including an objection disputing the proposed Cure Amount, then to the extent that the parties are unable to consensually resolve the objection prior to the Sale Hearing, such objection will be determined at the Sale Hearing.

15. This Order shall be binding on the Debtors, including any chapter 7 or chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

16. This Order shall constitute findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

17. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or otherwise, this Court, for good cause shown, orders that the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

18. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

IT IS SO ORDERED.

Dated: July 19, 2018
New York, New York

_____/s/Martin Glenn_______
MARTIN GLENN
United States Bankruptcy Judge

EXHIBIT 1

Bid Procedures

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
SASCO HILL BRANDS LLC, *et al.*,	Case No. 18-11780
Debtors.	(Jointly Administered)

BID PROCEDURES

The following bid procedures (the "Bid Procedures") have been approved and authorized by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") in the above-captioned chapter 11 cases of Sasco Hill Brands LLC and Ghurka Brands Holdings LLC (together, the "Debtors") in connection with the Debtors' sale (the "Sale") of substantially all of their assets free and clear of any and all liens, claims, encumbrances, and interests and shall govern the bid process and the auction (the "Auction") to be conducted to solicit higher and better offers by any party interested in such assets with respect to the Asset Purchase Agreement between the Debtors, the other Sellers identified therein, and Gordon Brothers Brands, LLC (the "Stalking Horse Bidder") dated as of June 29, 2018 (the "Purchase Agreement") and the credit bid made by the Stalking Horse Bidder pursuant to the Purchase Agreement (the "Stalking Horse Bid") to purchase substantially all of the Debtors' assets other than Excluded Assets (as defined in the Purchase Agreement). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Bid Procedures Order to which these Bid Procedures are attached.

Access to Due Diligence Materials

Upon a potential bidder's execution and delivery of an executed confidentiality agreement in form and substance acceptable to the Debtors, the Debtors shall afford such potential bidder reasonable due diligence access to the Debtors' business and assets, which diligence may or may not include, management presentations and site visits.

Bid Deadline and Bid Requirements

Any potential bidder that wishes to bid shall submit its bid so as to be received by (i) Debtors' counsel, Clifford A. Katz, Esq., Platzer, Swergold, Levine, Goldberg, Katz & Jaslow, LLP, 475 Park Avenue South, 18th Floor, New York, New York 10016, ckatz@platzerlaw.com and (ii) counsel for the Stalking Horse Bidder, Peter D. Bilowz, Esq., Goulston & Storrs PC, 400 Atlantic Avenue, Boston, Massachusetts 02110, pbilowz@goulstonstorrs.com (the "Notice Parties") **by September 14, 2018 at 4:00 p.m. (prevailing New York, New York time)** (the "Bid Deadline"). A bid received after the Bid Deadline shall not constitute a Qualified Bid (as defined below).

To be a qualified bidder eligible to participate in the Auction ("Qualified Bidder"), **a bidder must comply with each of the following conditions**:

Marked Purchase Agreement: A bid shall include a black-lined copy of the bidder's proposed purchase agreement compared against the Purchase Agreement, showing the changes requested by the bidder. The bidder shall also submit an executed "clean" copy of its proposed purchase agreement. The bidder's proposed purchase agreement shall also attach and include schedules of proposed Assumed Contracts and Excluded Assets (as defined in the Purchase Agreement).

Conditions/Contingencies: A bid shall not be subject to any conditions or contingencies to closing, including without limitation obtaining financing, internal approvals or further due diligence except the closing conditions set forth in the Purchase Agreement.

Authorization: A bid shall include evidence of authorization and approval from such Qualified Bidder's board of directors or governing body with respect to the submission, execution, delivery and closing.

Good Faith Deposit: Except for the Stalking Horse Bidder, each Qualified Bidder shall wire to Debtors' counsel to hold in escrow a cash deposit ("Good Faith Deposit") equal to 10% of the purchase price set forth in the marked purchase agreement.

Minimum Bid Requirement: Each Qualified Bidder's bid (i.e., the purchase price set forth in the marked purchase agreement) shall be no less than $2,400,000.

Assurance of Consummation and Future Performance: Each bid must contain evidence satisfactory to the Debtors that the bidder is reasonably likely (based upon availability of financing, experience and other considerations) to timely consummate a sale transaction if selected as the Successful Bidder and to adequately perform its obligations under any contracts it proposes to be assumed and assigned.

Consumer Privacy: If a bidder includes the Debtors' customer information in the assets to be acquired as part of their bid, in order to be deemed a Qualified Bidder, such Bidder must also agree to comply with the Debtors' existing privacy policy

Irrevocable: A bid must be irrevocable until five (5) business days after the closing of the sale or sales pursuant to an order of the Bankruptcy Court that is no longer subject to appeal, modification or reconsideration.

A bid received from a Qualified Bidder on or before the Bid Deadline that meets the above requirements, in the discretion of the Debtors, shall constitute a "Qualified Bid." In the event that a Bid is determined not to be a Qualified Bid, such Bidder shall be refunded its Good Faith Deposit within three (3) business days of that determination.

The Stalking Horse Purchaser is a Qualified Bidder and the Purchase Agreement is a Qualified Bid.

“As Is Where Is”

The sale of the Debtor’s assets that are subject to the Motion shall be on an “as is, where is” basis without representations or warranties of any kind or nature, except to the extent set forth in the respective definitive purchase agreement(s) with the Stalking Horse Bidder, Successful Bidder (or Back-up Bidder), as applicable. Except as may be set forth in the definitive purchase agreement(s), any and all of the Debtor’s assets shall be sold free and clear of any and all liens, claims, security interests, restrictions, charges and encumbrances of any kind or nature to the fullest extent permissible under the Bankruptcy Code, with such to attach to the net proceeds of sale in their order of priority.

Auction

In the event that one or more Qualified Bids (other than the bid of the Stalking Horse Bidder) are received, the Debtors shall conduct an auction (the “Auction”) to determine the highest and best bid for the Debtors’ assets beginning at 10:00 a.m. (prevailing New York, New York time) on September 17, 2018 at the offices of Debtors’ counsel, Platzer, Swergold, Levine, Goldberg, Katz & Jaslow, LLP, 475 Park Avenue South, 18th Floor, New York, New York 10016 or at such other place as the Debtors shall notify all Qualified Bidders and all other persons entitled to attend the Auction. There will be no Auction if there are no Qualified Bids other than the bid of the Stalking Horse Bidder. In addition, the Auction may be cancelled consistent with the terms of the Purchase Agreement or in the event the Purchaser is paid $3,000,000 plus allowed post-petition attorney’s fees and expenses by September 16, 2018 in satisfaction of the Debtors’ obligations to Gordon Brothers Brands LLC.

Only the Debtors, Qualified Bidders and such other persons expressly invited by the Debtors, including in each case their respective advisors, will be permitted to attend the Auction.

At the opening of the Auction, the Debtors shall announce the then highest and best bid (the “Baseline Bid”), and the manner in which bidding will proceed. Bidding thereafter shall be made on an open basis, on the record of the Auction, and all material terms of each successive bid shall be fully disclosed to all other Qualified Bidders (including the Stalking Horse Purchaser) present at the Auction.

The Debtors, in consultation with the Gordon Brothers Brands LLC, may announce at the Auction such additional rules that it believes reasonable and necessary to maximize the value of its estate, so long as such rules are not inconsistent with the Bid Procedures.

Overbids

Each bid made at the Auction following announcement of the Baseline Bid will be in increments of $25,000. An overbid made by a Qualified Bidder must remain open and binding on the Qualified Bidder until and unless the Debtors accept a higher Qualified Bid as an overbid. The Debtors shall announce at the Auction the material terms of each overbid.

Closing the Auction

At the conclusion of the bidding, the Debtors shall determine in the exercise of their reasonable business judgment the highest and best bid (the "Successful Bid"), provided that the Debtors may not accept as the Successful Bid any bid which does not include cash consideration in the amount of not less than $3,000,000 plus the Stalking Horse Bidder's allowed post-petition attorney's fees and expenses without the express written consent of the Stalking Horse Bidder (other than the Stalking Horse Bid). Subject to the foregoing, the Debtors reserve the right to select the next highest or otherwise best offer after the Successful Bid as a back-up bid (the "Back-Up Bid").

Sale Hearing and Closing

The Debtors shall seek approval of the Successful Bid at the Sale Hearing to be conducted by the Bankruptcy Court on September 18, 2018 or at such later date as may be established by the Bankruptcy Court. The Debtors will not have accepted the Successful Bid unless and until the Bankruptcy Court has approved the Successful Bid at the Sale Hearing and entered the Sale Order. The party with the Successful Bid must be able to close on the purchase of the Debtors' assets no later than September 28, 2018.

Return of Good Faith Deposit

If applicable, the Good Faith Deposit of the Successful Bidder shall be applied to the purchase price of such transaction at Closing. The Good Faith Deposit of the Back-up Bidder shall be held in a non-interest bearing account until five (5) days after the closing of the transactions contemplated by the Successful Bid, and thereafter returned to the Back-up Bidder. Good Faith Deposits of all other Qualified Bidders shall be held in a non-interest bearing escrow account until no later than two (2) business days after entry of the Sale Order and thereafter returned to the respective bidders. If a Successful Bidder or the Back-up Bidder, as applicable, fails to consummate an approved sale because of a breach or failure to perform on the part of such Bidder, the Debtors shall be entitled to retain the Good Faith Deposit as part of its damages resulting from the breach or failure to perform by such Bidder.

Miscellaneous Provisions

The Debtors reserve the right, in consultation with the Stalking Horse Bidder, to modify the Bid Procedures, so long as such modification is consistent with the terms hereof.

EXHIBIT 2

Sale Notice

Platzer, Swergold, Levine,
Goldberg, Katz & Jaslow, LLP
Proposed Attorneys for Debtors
475 Park Avenue South, 18th Floor
New York, New York 10016
(212) 593-3000
Clifford A. Katz

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
SASCO HILL BRANDS LLC *et al*.,	Case No. 18-11780 (MG)
Debtor.	(Jointly Administered)

NOTICE OF SALE BY AUCTION AND SALE HEARING

PLEASE TAKE NOTICE that on June 29, 2018, Sasco Hill Brands LLC ("**Sasco**") and Ghurka Brands Holdings LLC ("**Ghurka**"), the debtors and debtors in possession (collectively, the "**Debtors**"), in the above-captioned jointly administered cases (the "**Chapter 11 Cases**) filed a motion [Docket No. 36] (the "**Sale Motion**") with the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") (a) authorizing and approving bidding procedures with stalking horse bid protections in connection with the sale of the Acquired Assets, (b) approving the form and manner of notice of the Sale Hearing, (c) approving procedures for the assumption and assignment of Assumed Contracts and noticing of related cure amounts, and (d) scheduling an Auction and a Sale hearing and setting other related dates and deadlines all as further described in the Sale Motion. On July ___, 2018, the Bankruptcy Court entered an order (the "**Bidding Procedures Order**")[1] approving certain bidding procedures attached thereto as Exhibit 1 (**the "Bidding Procedures**").

Copies of the Sale Motion, Bidding Procedures Order, and other documents related thereto are available upon request by contacting Debtors' counsel, Platzer, Swergold, Levine, Goldberg, Katz & Jaslow, LLP, Attn: Teresa Sadutto-Carley, by telephone at (212) 593-3000 or by e-mail tsadutto@platzerlaw.com

PLEASE TAKE FURTHER NOTICE that the Debtors are soliciting offers for the purchase of the Acquired Assets (as defined in the Sale Motion). All interested bidders should

[1] Capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms in the Bidding Procedures Order.

carefully read the Bidding Procedures and Bidding Procedures Order. To the extent there are any inconsistencies between this notice and the Bidding Procedures, the latter shall govern in all respects.

PLEASE TAKE FURTHER NOTICE that, if the Debtors receive competing Qualified Bids within the requirements and time frame specified by the Bidding Procedures, the Debtors will conduct an auction (the "**Auction**") of the Acquired Assets on September 17, 2018 at 10:00 a.m. at the law office of Platzer, Swergold, Levine, Goldberg, Katz & Jaslow, LLP, 475 Park Avenue South, 18th Floor, New York, New York 10016.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the sale of the Acquired Assets at a hearing scheduled to commence on September 18, 2018 at 10:00 a.m. (Eastern Time) (the "**Sale Hearing**") or as soon thereafter as counsel may be heard, before the Honorable Martin Glenn, United States Bankruptcy Judge in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004.

PLEASE TAKE FURTHER NOTICE that objections to the proposed sale of the Acquired Assets, if any, must: (i) be in writing; (ii) conform to the applicable provisions of the Bankruptcy Rules, the Local Bankruptcy Rules; (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (iv) filed with the Court and served so the objection is actually received no later than the September 17, 2018 at 5:00 p.m. (Easter Time) (the "**Sale Objection Deadline**") by the following parties:

Platzer, Swergold et al. 475 Park Avenue South, 18th Floor New York, New York 10016 Attn: Clifford A. Katz, Esq. *Proposed Counsel for the Debtors*	Goulston & Storrs PC 885 Third Avenue, 18th Floor New York, New York 10022 Attn: Peter Bilowz, Esq. *Counsel for Gordon Brothers Brands,* LLC

Office of the United States Trustee U.S. Federal Office Building 201 Varick Street, Suite 1006 New York, New York 10014 Attn: Serene Nakano, Esq.

CONSEQUENCES OF FAILING TO TIMELY FILE AND SERVE AN OBJECTION

ANY PARTY OR ENTITY WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION TO THE SALE OF THE ACQUIRED ASSETS ON OR BEFORE THE OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO SUCH SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES AND OTHER INTERESTS AND THE ASSUMPTION AND ASSIGNEMENT OF EXECUTORY CONTRACTS TO THE SUCCESSFUL BIDDER ANY AND CURE AMOUNTS RELATED THERETO

Dated: New York, New York
July ___, 2018

PLATZER, SWERGOLD, LEVINE, GOLDBERG, KATZ & JASLOW, LLP
Counsel for the Debtors

By: /s/ DRAFT
Clifford A. Katz
Member of the Firm
475 Park Avenue South, 18th Floor
New York, New York 10016
Tel: 212-593-3000
Fax: 212-593-0353
ckatz@platzerlaw.com

EXHIBIT 3

Assumption and Assignment Notice

Platzer, Swergold, Levine,
Goldberg, Katz & Jaslow, LLP
Proposed Attorneys for Debtors
475 Park Avenue South, 18th Floor
New York, New York 10016
(212) 593-3000
Clifford A. Katz

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
SASCO HILL BRANDS LLC *et al*.,	Case No. 18-11780 (MG)
Debtor.	(Jointly Administered)

NOTICE OF ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS

PLEASE TAKE NOTICE that on June 29, 2018, Sasco Hill Brands LLC ("**Sasco**") and Ghurka Brands Holdings LLC ("**Ghurka**"), the debtors and debtors in possession (collectively, the "**Debtors**"), in the above-captioned jointly administered cases (the "**Chapter 11 Cases**) filed a motion [Docket No. 36] (the "**Sale Motion**") with the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") (a) authorizing and approving bidding procedures with stalking horse bid protections in connection with the sale of the Acquired Assets, (b) approving the form and manner of notice of the Sale Hearing, (c) approving procedures for the assumption and assignment of Assumed Contracts and noticing of related cure amounts, and (d) scheduling an Auction and a Sale hearing and setting other related dates and deadlines all as further described in the Sale Motion. On July ___, 2018, the Bankruptcy Court entered an order (the

"**Bidding Procedures Order**")[1] approving certain bidding procedures attached thereto as Exhibit 1 (**the "Bidding Procedures**").

Copies of the Sale Motion, Bidding Procedures Order, and other documents related thereto are available upon request by contacting Debtors' counsel, Platzer, Swergold, Levine, Goldberg, Katz & Jaslow, LLP, Attn: Teresa Sadutto-Carley, by telephone at (212) 593-3000 or by e-mail tsadutto@platzerlaw.com

PLEASE TAKE FURTHER NOTICE that the Debtors are soliciting offers for the purchase of the Acquired Assets (as defined in the Sale Motion). The Debtors have indicated on **Schedule A** attached hereto a list of the Debtors' executory contracts that the Debtors may assume and assign to the Successful Bidder (each, a "**Contract**") along with the cure amounts that the Debtors believe must be paid to cure all prepetition defaults (in each instance, the "**Cure Cost**").

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the sale of the Acquired Assets at a hearing scheduled to commence on **September 18, 2018 at 10:00 a.m.** (Eastern Time) (the "**Sale Hearing**") or as soon thereafter as counsel may be heard, before the Honorable Martin Glenn, United States Bankruptcy Judge in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004.

PLEASE TAKE FURTHER NOTICE that if you agree with the Cure Costs listed on **Schedule A**, you need not take any further action.

PLEASE TAKE FURTHER NOTICE that any party seeking to object to the validity of the Cure Costs (a "**Cure Objection**") as determined by the Debtors or otherwise assert that any other amounts, defaults, conditions or pecuniary losses must be cured or satisfied under any of the Contracts in order to be assigned to the Successful Bidder must file an objection, which must: (i)

[1] Capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms in the Bidding Procedures Order.

be in writing; (ii) conform to the applicable provisions of the Bankruptcy Rules and the Local Bankruptcy Rules; (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (iv) filed with the Court and served so the objection is actually received no later than the September 17, 2018 at 5:00 p.m. (Eastern Time) (the "**Objection Deadline**") by the following parties:

Platzer, Swergold et al. 475 Park Avenue South, 18th Floor New York, New York 10016 Attn: Clifford A. Katz, Esq. *Proposed Counsel for the Debtors*	Goulston & Storrs PC 885 Third Avenue, 18th Floor New York, New York 10022 Attn: Peter Bilowz, Esq. *Counsel for Gordon Brothers Brands,* LLC
Office of the United States Trustee U.S. Federal Office Building 201 Varick Street, Suite 1006 New York, New York 10014 Attn: Serene Nakano, Esq.	

CONSEQUENCES OF FAILING TO TIMELY FILE AND SERVE AN OBJECTION

ANY PARTY OR ENTITY WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION TO THE PROPOSED CURE COST SHALL BE (A) FOREVER BARRED FROM OBJECTING TO THE CURE COSTS AND FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO THE CONTRACTS, AND THE DEBTORS AND THE SUCCESSFUL BIDDER SHALL BE ENTITLED TO RELY SOLELY UPON THE CURE COSTS LISTED ON EXHIBIT A, AND (B) FOREVER BARRED AND ESTOPPED FROM ASSERTING OR CLAIMING AGAINST THE DEBTORS OR THE SUCCESSFUL BIDDER THAT ANY ADDITONAL AMOUNS ARE DUE OR THE OTHER DEFAULTS EXIST.

PLEASE TAKE FURTHER NOTICE that the hearing with respect to the Cure Objections may be held (i) at the Sale Hearing, or (ii) on such other date as the Bankruptcy Court may designate. To the extent the Debtors and non-Debtor counterparty to a Contract are able to consensually resolve the Cure Objection prior to the Sale Hearing, the Debtors shall promptly provide notice to the Successful Bidder of such resolution. To the extent the Debtors and non-Debtor counterparty to a Contract are unable to consensually resolve the Cure Objection prior to the Sale Hearing, then the amount to be paid with respect to the Cure Cost will be determined at the Sale Hearing or at such other date and time as may be fixed by the Bankruptcy Court.

Dated: New York, New York
July ___, 2018

PLATZER, SWERGOLD, LEVINE,
GOLDBERG, KATZ & JASLOW, LLP
Counsel for the Debtors

By: /s/ DRAFT
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