

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re Magic Brands, LLC et al
Debtor

Case No. 10-11310 (BLS)

INITIAL MONTHLY OPERATING REPORT

File report and attachments with Court and submit copy to United States Trustee within 15 days after order for relief

Certificates of insurance must name United States Trustee as a party to be notified in the event of policy cancellation.
Bank accounts and checks must bear the name of the debtor, the case number, and the designation "Debtor in Possession."
Examples of acceptable evidence of Debtor in Possession Bank accounts include voided checks, copy of bank deposit agreement/certificate of authority, signature card, and/or corporate checking resolution.

REQUIRED DOCUMENTS	Document Attached	Explanation Attached
12-Month Cash Flow Projection (Form IR-1)	Yes	See Exhibit IR-1
Certificates of Insurance:		
Workers Compensation	Yes	
Property	Yes	
General Liability	Yes	
Vehicle	Yes	
Other:	Yes	
Identify areas of self-insurance w/liability caps		
Evidence of Debtor in Possession Bank Accounts		
Tax Escrow Account	N/A	See attached Cash Management Order
General Operating Account	N/A	
Money Market Account pursuant to Local Rule 4001-3. Refer to http://www.deb.uscourts.gov/	N/A	
Other:	N/A	
Retainers Paid (Form IR-2)	Yes	

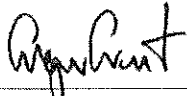
I declare under penalty of perjury (28 U.S.C. Section 1746) that this report and the documents attached are true and correct to the best of my knowledge and belief.

Signature of Debtor

Date

Signature of Joint Debtor

Date



Signature of Authorized Individual*

May 7, 2010
Date

Gregor Grant
Printed Name of Authorized Individual

Chief Financial Officer
Title of Authorized Individual

*Authorized individual must be an officer, director or shareholder if debtor is a corporation; a partner if debtor is a partnership; a manager or member if debtor is a limited liability company.

FORM IR
(4/07)



1011310100507000000000006

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/03/2010

PRODUCER Wortham Insurance & Risk Mgt 221 West 6th St #1400 Austin, TX 78701 512 453-0031	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Fuddruckers International LLC 5700 Mopac South, Bldg C, Suite 300 Austin, TX 78749	INSURER A: Federal Insurance Company	20281
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	35769072 \$250,000 SIR Incl in Limits	07/01/09	07/01/10	EACH OCCURRENCE \$750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$N/A MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$750,000 GENERAL AGGREGATE \$1,750,000 PRODUCTS - COMP/OP AGG \$1,750,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	73506972 73541843	07/01/09	07/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	71703809 \$250,000 DED	07/01/09	07/01/10	<input type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A		OTHER Liquor Liab.	35769072 \$250,000 SIR Incl in Limits	07/01/09	07/01/10	\$750,000-Common Cause \$2,750,000-Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Blanket Additional Insured included as respects General Liability, Liquor Liability and Auto Liability where required by written contract. Blanket Waiver of Subrogation included as respects General Liability, Liquor Liability, Auto Liability and Employers Liability where required by written contract. Maximum aggregate limit for policy #35769072 is \$20,000,000.
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

SEE BELOW & PAGE 2

Office of the U S Trustee
 J Caleb Boggs Federal Building
 844 King Street, Suite 2207,
 Lockbox 35
 Wilmington, DE 19801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Russ S. Smith

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CANCELLATION NOTICE

The CANCELLATION NOTICE on the CERTIFICATE OF INSURANCE is amended to include the following wording: The Insurance Companies may cancel the described policy(ies) by mailing or delivering ten (10) days written notice of cancellation to the Named Insured for: (1) Non Payment of premium or (2) any other circumstance permitted by state law or policy conditions.

ADDITIONAL INSURED DISCLAIMER

Coverage for Additional Insureds can vary significantly from policy to policy and thus Additional Insured status does not guarantee protection for all losses. Coverage is subject to actual policy terms and conditions.

DESCRIPTIONS (Continued from Page 1)

NAMED INSUREDS:

Fuddruckers International, LLC
Premier Properties of Manhattan, LLC
King Cannon, Inc.
KCI, LLC
Fuddruckers, Inc.
Magic Brands, LLC
R. Wes, Inc.
Atlantic Restaurant Ventures, Inc.
Fuddruckers of Howard County, LLC
8725 Metcalf II, Inc.
Fuddruckers of White Marsh, LLC
ARVI of Pikesville, Inc.
A.R.I.V. Rockville, Inc.
Magic Restaurants, LLC
Fuddruckers Club, Inc.
Dba Fuddruckers
Dba Koo Koo Roo
Koo Koo Roo Restaurants

This page has been left blank intentionally.

05/03/2010

ACORDTM**EVIDENCE OF PROPERTY INSURANCE**

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Wortham Insurance & Risk Mgt 221 West 6th St #1400 Austin, TX 78701		PHONE (A/C, No, Ext): 512 453-0031	COMPANY Liberty Mutual Fire Insurance Company 175 Berkley St Boston, MA 02117	
FAX (A/C, No): 512 453-0041	E-MAIL ADDRESS: rsartain@wortham-austin.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 73288		LOAN NUMBER		POLICY NUMBER YU2L9L449726019
INSURED Fuddruckers International LLC 5700 Mopac South, Bldg C, Suite 300 Austin, TX 78749		EFFECTIVE DATE 07/01/09	EXPIRATION DATE 07/01/10	CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Commercial Property Policy Level Coverages		
Coverage: Newly Acquired Properties Cause: Special (Including Theft)	2,500,000	\$25,000
Coverage: Personal Property in transit Cause: Special (Including Theft)	250,000	\$25,000
Coverage: Personal Property in custody of salespeople (See Attached Coverage Info.)	250,000	\$25,000

REMARKS (Including Special Conditions)**Deductible Exceptions:**

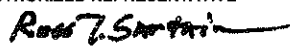
Earthquake: CA - 5% subject to \$100,000 minimum; New Madrid/Puget Sound - 2% subject to \$100,000 minimum; New/Unscheduled Locations - \$100,000. Flood: Special High Haz Areas - \$500,000 Real/Personal Property, \$100,000 All other; Flood Zones B&X Shaded - \$100,000; New/Unscheduled Locations - \$100,000. Wind: First Tier counties/parishes - 5% subject to \$250,000 minimum; Second Tier counties/parishes - 2% subject to \$100,000 minimum; Additional First/Second Tiers and Independent Cities - \$50,000.

(See Attached Remarks)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS Office of the U S Trustee J Caleb Boggs Federal Building 844 King Street, Suite 2207, Lockbox 35 Wilmington, DE 19801	<input checked="" type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	<input checked="" type="checkbox"/> Per Written Contract
LOAN #		
AUTHORIZED REPRESENTATIVE 		

COVERAGE INFORMATION (Continued from page 1.)

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Cause: Special (Including Theft) Coverage: Demolition	1,000,000	\$25,000
Cause: Special (Including Theft) Coverage: Errors and Omissions	1,000,000	\$25,000
Cause: Special (Including Theft) Coverage: Trees, Shrubs & Plants	100,000	\$25,000
Cause: Special (Including Theft) Coverage: Professional Fees	100,000	\$25,000
Cause: Special (Including Theft) Coverage: Pollution Cleanup Expense	100,000	\$25,000
Cause: Special (Including Theft) Coverage: Limited Fungi; Bacteria; Or Virus Coverage	100,000	\$25,000
Cause: Special (Including Theft) Coverage: Computer Virus/denial of access	25,000	\$25,000
Cause: Special (Including Theft) Coverage: Equipment Breakdown extensions of coverage		
Cause: Special (Including Theft) Coverage: Expediting Expenses	100,000	\$25,000
Cause: Special (Including Theft) Coverage: Hazardous Substances	100,000	\$25,000
Cause: Special (Including Theft) Coverage: Perishable Goods	100,000	\$25,000
Cause: Special (Including Theft) Coverage: Data Restoration	100,000	\$25,000
Cause: Special (Including Theft) Coverage: Each Unscheduled location	2,500,000	\$25,000
Cause: Special (Including Theft) Coverage: Blanket Buildings	79,201,302	\$25,000
Cause: Special (Including Theft) Coverage: Blanket Business Personal Property	27,994,743	\$25,000
Cause: Special (Including Theft) Coverage: Blanket Electronic Data Processing Included		\$25,000
Cause: Special (Including Theft) Coverage: Blanket Business Income	42,397,000	\$25,000
Cause: Special (Including Theft) Coverage: Blanket Extra Expense	5,000,000	\$25,000
Cause: Special (Including Theft) Coverage: Earthquake (CA) - subject to \$100,000 minimum deductible	5,000,000	5%
Cause: Special (Including Theft) Coverage: Earthquake (New Madrid & Puget Sound) - subject to \$100,000 minimum deductible	2,500,000	2%
Cause: Special (Including Theft) Coverage: Earthquake (per Schedule) - maximum, including any loss of BI/EE, during any one policy year	25,000,000	\$100,000
Cause: Special (Including Theft) Coverage: Earthquake (Unscheduled)	1,000,000	\$100,000
Cause: Special (Including Theft) Coverage: Earthquake (New Locations)	1,000,000	\$100,000

REMARKS (Continued from page 1.)

NAMED INSUREDS:

Fuddruckers International, LLC
Premier Properties of Manhattan, LLC
King Cannon, Inc.
KCI, LLC
Fuddruckers, Inc.
Magic Brands, LLC
R. Wes, Inc.
Atlantic Restaurant Ventures, Inc.
Fuddruckers of Howard County, LLC
8725 Metcalf II, Inc.
Fuddruckers of White Marsh, LLC
ARVI of Pikesville, Inc.
A.R.I.V. Rockville, Inc.
Magic Restaurants, LLC
Fuddruckers Club, Inc.
Dba Fuddruckers
Dba Koo Koo Roo
Koo Koo Roo Restaurants

This page has been left blank intentionally.

ORIGINAL

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

-----X
 :
 In re: : Chapter 11
 :
 MAGIC BRANDS, LLC, *et al.*, : Case No. 10-11310 (BLS)
 :
 : (Jointly Administration Requested)
 Debtors.¹ :
 :
 : Re: Docket No. 12
 -----X

**ORDER AUTHORIZING DEBTOR'S CONTINUED USE OF EXISTING CASH
MANAGEMENT SYSTEM, MAINTENANCE OF EXISTING BANK ACCOUNTS
AND CONTINUED USE OF EXISTING BUSINESS FORMS AND AUTHORIZING ON
AN INTERIM BASIS THE USE OF BANK ACCOUNTS WITHOUT THE NEED
FOR A BOND OR OTHER COLLATERAL**

Upon the Motion² of Magic Brands, LLC and its debtor affiliates, as debtors and debtors in possession in the above-captioned Chapter 11 Cases (collectively, the "Debtors") seeking an order, pursuant to sections 345, 363, 364 of the Bankruptcy Code, authorizing the Debtors' continued use of their existing cash management system, maintenance of their existing bank accounts and continued use of their existing business forms, and authorizing, on an interim basis pending final approval, the Debtors to utilize their existing bank deposit accounts without the need for a bond or other collateral otherwise required by section 345 of the Bankruptcy Code; the Court having jurisdiction to consider the Motion and the relief requested therein; venue being proper before this Court; consideration of the Motion and the relief requested being a core

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Magic Brands, LLC ("Magic") (8989); Fuddruckers, Inc. ("Fuddruckers") (8267), Atlantic Restaurant Ventures, Inc. ("Atlantic") (9769), King Cannon, Inc. ("King Cannon") (8671), and KCI, LLC ("KCI") (9281). The address for all of the Debtors is 5700 Mopac Expressway, Suite C300, Austin, Texas 78749.

² Unless otherwise defined, all capitalized terms herein shall have the meaning ascribed to them in the Motion.



proceeding pursuant to 28 U.S.C. § 157(b); due and proper notice of the Motion having been provided, and it appearing that no other or further notice is necessary; an interim hearing having been held to consider the relief requested in the Motion (the “Hearing”); upon the record of the Hearing and the information set forth in the Grant Declaration; the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their creditors, and all parties in interest, and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED that the Motion is granted as provided herein; and it is further

ORDERED that, pursuant to sections 345 and 363 of the Bankruptcy Code and subject to the provisions of this Order, the Debtors are authorized to (i) designate, maintain and continue to use, with the same account numbers, all of their Bank Accounts in existence on the Petition Date, including the Bank Accounts listed on Exhibit A attached hereto; (ii) treat the Bank Accounts for all purposes as accounts of the Debtors as debtor-in-possession; and (iii) if necessary, open new accounts wherever they are needed provided and subject in each case to the requirement that the Debtors provide contemporaneous notice to the United States Trustee and any official committee of any such new bank accounts; and it is further

ORDERED that the Bank where the Debtors maintain the Bank Accounts is authorized and directed to continue to service and administer the Bank Accounts as accounts of the Debtors as debtor-in-possession without interruption and in the usual and ordinary course, and to receive, process and honor and pay any and all checks, drafts, wires or ACH transfers issued or initiated by the Debtors after the Petition Date, and drawn on the Bank Accounts, by the holders or makers thereof, as the case may be; and it is further

ORDERED that, except as otherwise provided in this Order, the Bank is prohibited and enjoined from honoring or paying any and all checks, drafts, wires or ACH transfers issued or initiated by the Debtors on or against the Bank Accounts prior to the Petition Date; and it is further

ORDERED that notwithstanding anything contained in this Order to the contrary, the Bank is authorized and directed to accept, process, honor and pay any and all checks, drafts, wires or ACH transfers drawn on or issued on the Bank Accounts prior to the Petition Date that are subject to an order of this Court that specifically authorizes their payment, whether presented, drawn or issued before or after the Petition Date by the holders or makers thereof; provided, however, that (i) the Debtors shall identify by check number or other appropriate means the specific checks, drafts, wires or ACH transfers that are authorized to be paid pursuant to orders of this Court, and (ii) sufficient funds, whether deposited prior or subsequent to the Petition Date, are in the requisite Bank Account, or otherwise available to cover and permit payment thereof; and it is further

ORDERED that the Debtors are authorized to continue to use their existing checks and other business forms, which existing checks and business forms shall not be required to bear the legend "Debtor-In-Possession" or a "debtor-in-possession number"; provided, however, upon depletion of the Debtors' paper check stock and/or business forms stock, the Debtors will obtain new check stock and/or business forms stock and update their electronic check stock reflecting their status as debtor-in-possession; provided, further, that with respect to business forms which the Debtors or their agents print themselves, the Debtors shall begin printing the "Debtor in Possession" legend on such items within ten (10) days of the date of entry of this Order; and it is further

ORDERED that the Debtors may disburse and receive funds by checks, drafts, wires, debits or ACH transfers or any other means; and it is further

ORDERED that nothing contained herein shall prevent the Debtors from opening such additional bank accounts, or closing such existing Bank Accounts, as the Debtor deems necessary and appropriate, and the Bank is authorized to honor the Debtors' requests to open or close, as the case may be, such Bank Accounts or additional bank accounts; provided, however, that any new account shall be with a bank that is insured with the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and that is organized under the laws of the United States or any State therein. The Debtors shall give contemporaneous notice to the United States Trustee and any official committee of the opening and closing of bank accounts; and it is further

ORDERED that any and all accounts opened by the Debtors on or after the Petition Date at the Bank shall, for all purposes under this Order, be deemed a Bank Account (as if it had been opened prior to the Petition Date and listed on Exhibit A attached hereto), and any bank with custody over such account(s) shall be subject to the rights and obligations of this Order with respect to such accounts; and it is further

ORDERED that the Debtors and the Bank are authorized and directed to continue to perform pursuant to the terms of any prepetition agreements governing the Bank Accounts that may exist between them, except and to the extent otherwise directed by the terms of this Order. Nothing in this Order shall in any way alter or impair the rights and remedies of the parties to the account agreements in effect with respect to the Bank Accounts, including, without limitation, the Bank's ability to close any of the Bank Accounts pursuant to the terms of such agreements upon at least thirty (30) days prior written notice to the Debtors of any such proposed closure,

except to the extent specifically modified by the terms of this Order or by operation of the Bankruptcy Code. The amounts payable by Debtors to any Bank for or in connection with the cash management and related services provided by the Bank to the Debtors shall be allowed as an administrative expense pursuant to section 503 of the Bankruptcy Code and shall be paid by the Debtors to the Bank as and when due; and it is further

ORDERED that, subject to the provisions of this Order, the Debtors are authorized to continue to use their existing Cash Management System as described in the Motion. The Debtors shall maintain records of all such transfers of cash in a manner so that all transactions made pursuant to the authorization granted in this order (including intercompany transactions between Debtors, if any) can be readily ascertained; and it is further

ORDERED that for banks at which the Debtors hold bank accounts that are party to a Uniform Depository agreement with the Office of the United States Trustee for the District of Delaware, within fifteen (15) days of the date of entry of this Order the Debtors shall (a) contact each bank, (b) provide the bank with each of the Debtors' employer identification numbers and (c) identify each of their bank accounts held at such banks as being held by a debtor in possession in a bankruptcy case; and it is further

ORDERED that for banks at which the Debtors hold accounts that are not party to a Uniform Depository agreement with the Office of the United States Trustee for the District of Delaware, the Debtors shall use their good-faith efforts to cause the banks to execute a Uniform Depository agreement in a form prescribed by the Office of the United States Trustee within forty-five (45) days of the date of this Order. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned banks are unwilling to execute a

Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved; and it is further

ORDERED that the preceding two paragraphs of this Order apply to any bank accounts opened by the Debtors subsequent to entry of this Order; provided, however, that the deadlines referenced in the paragraphs shall run from the respective dates on which the accounts are opened; and it is further

ORDERED that the Debtors are authorized, for an interim period of forty-five (45) days without prejudice to their rights to extend such period or to seek a final waiver, to invest and deposit funds in the Bank Accounts in accordance with their prepetition practices, without the need for a bond or other collateral as required by section 345 of the Bankruptcy Code, notwithstanding that this practice may not strictly comply with the requirements of section 345 of the Bankruptcy Code, and that the entities with which the Debtors' money is invested or deposited shall be excused from compliance with the requirements of section 345(b) of the Bankruptcy Code during such period; and it is further

ORDERED that, notwithstanding anything to the contrary contained herein, (a) any payment made, or authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under any order approving debtor-in-possession financing (a "DIP Order"), and (b) any claim for which payment is authorized pursuant to this Order that is treated as an administrative expense of the Debtors' estates shall be and is subject and subordinate to any and all claims, liens, security interests and priorities granted to the DIP Lenders and the DIP Agent (as defined in the DIP Order) as adequate protection for the use of their cash collateral pursuant to, in accordance with and subject to the terms of the applicable DIP Order, and payment on any such claim shall be subject to any and all restrictions on payments in

the DIP Order and any other order of the Court authorizing the Debtors' use of cash collateral; and it is further

ORDERED that the Bank and other financial institutions are authorized, during such interim period, to accept and hold or invest funds, at the Debtors' direction, in accordance with the Debtors' prepetition investment and depository practices; and it is further

ORDERED that a final hearing on the Debtors' request for continuation of their prepetition bank deposit account practices is scheduled before this Court on May 17, 2010, at 9:00 (a.m./p.m.); and it is further

ORDERED that nothing in this Order shall be deemed to constitute an assumption or adoption by the Debtors of any contracts or agreements, and the Debtors retain their rights to assume, reject, terminate or modify any contracts or agreements to the extent they are entitled to under existing contracts or agreements or applicable law; and it is further

ORDERED that, in accordance with Local Rule 9013(m), as promptly as possible, but in no event later than forty-eight (48) hours after entry of this Order, the Debtors shall serve a copy of this Order on the Bank, counsel to Wells Fargo Capital Finance, Inc., the United States Trustee, and those creditors holding the thirty (30) largest unsecured claims against the Debtors' estates (on a consolidated basis); and it is further

ORDERED that Bankruptcy Rule 6003(b) has been satisfied; and it is further

ORDERED that consistent with the provisions of Bankruptcy Rules 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon their entry; and it is further

ORDERED that the Debtors are authorized to take such actions as are necessary to implement and effectuate the terms of this Order; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Dated: April 23, 2010
Wilmington, Delaware



THE HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

(List of Bank Accounts)

List of Bank Accounts

Bank Contact Info:

Eric A. Imertreijs
 Senior Vice President
 JPMorgan Chase Bank Commercial Banking
 100 E. Broad St., 10th Floor, OH1-0170,
 Columbus, OH 43215
 Tel.: 614-248-4489
 Fax: 614-248-5518
eric.a.imertreijs@chase.com

	<u>Account Description</u>	<u>Bank</u>	<u>Account Number</u>
1	Main Concentration	JP Morgan Chase Bank	*2844
2	Asset Sale Collateral Account	JP Morgan Chase Bank	*7305
3	Deposit Concentration SWEEP ZBA	JP Morgan Chase Bank	*2836
4	Fudd A/P Disbursements (Main Disbursements Account)	JP Morgan Chase Bank	*0056
5	Payroll Disbursement ZBA	JP Morgan Chase Bank	*0049
6	Benefits ZBA	JP Morgan Chase Bank	*0064
7	Magic Payroll ZBA	JP Morgan Chase Bank	*0031
8	Fuddruckers Web Gift Cards	JP Morgan Chase Bank	*2821
9	Fudd Franchisee Royalty ZBA	JP Morgan Chase Bank	*9870
10	Fudd Franchisee MAF	JP Morgan Chase Bank	*8378
11	Fudd Support Account	JP Morgan Chase Bank	*8386
12	Gift Card ZBA	JP Morgan Chase Bank	*2762
13	RWES, Inc. Liquor AP	JP Morgan Chase Bank	*2948

