

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

AMERICAN TISSUE, INC., et al.,	:	
	:	Case No. 01-10370(KG)
<u>Debtors.</u>	:	
CHRISTINE C. SHUBERT, Chapter 7	:	
Trustee for the Estates of	:	
AMERICAN TISSUE, INC., et al.,	:	
	:	
Plaintiff,	:	
	:	
v.	:	Adv. Proc. No. 06-50929(KG)
	:	
PREMIER PAPER PRODUCTS, LLC,	:	
WIPES INDUSTRIES, LLC,	:	
KOSTER INDUSTRIES, INC., and	:	
DOES 3 through 20,	:	
	:	
<u>Defendants.</u>	:	Re: Docket No. 4

**MEMORANDUM OPINION**

**Summary of the Case**

The matter before the Court is the Chapter 7 Trustee’s Motion for Temporary Restraining Order Without Notice and Ex Parte Application for Extension of Temporary Restraining Order and Order to Show Cause Why Temporary Restraining Order Should Not be Converted to a Preliminary Injunction (“the TRO Motion”) D.I. 4 whereby the Trustee seeks to enjoin the sale of machinery and equipment at an auction scheduled for December 6, 2006 (“the Auction”). On November 22, 2006, the Court granted the TRO Motion for the issuance of a temporary restraining order (“TRO”). D.I. 6. The TRO temporarily restrained defendants from selling or otherwise disposing of machinery and equipment pending a hearing on whether a preliminary injunction should issue.

The Court held a hearing on December 1, 2006, to determine whether to issue a preliminary injunction. The record consisted of declarations, deposition testimony and the live testimony of a witness.

The application for the preliminary injunction arises in an adversary proceeding in which the Trustee has filed an Amended Complaint for Turnover of Estate Property, Imposition of a Constructive Trust and Replevin (“the Complaint”). D.I. 3. The Trustee is seeking the return of equipment and machinery which the Trustee alleges was owned by American Tissue Corporation (“ATC”) and maintained at its site in Mexico, and wrongfully taken by defendants and included among the items for sale at the Auction. For reasons explained within, the Court will grant the motion for a preliminary injunction on a limited basis.

### **Jurisdiction**

The Court has jurisdiction over the adversary proceeding pursuant to *11 U.S.C. §§ 105 and 542*, and *28 U.S.C. §§ 157(a) and (b) and 1334*. Venue is proper because the adversary proceeding arises out of the jointly administered bankruptcy cases pending before the Court, *In re American Tissue, Inc., et al., Case No. 01-10370(KG)*. Further, this adversary proceeding is a core proceeding and therefore the Court has authority to hear and determine all matters pursuant to *28 U.S.C. § 157 (b)(2)(A), (E) and (F)*.

### **Statement of Relevant Facts**

The facts giving rise to the pending adversary action are complicated and, with minimal discovery taken at this early stage of the litigation, not fully developed. With the time

constraints necessarily imposed upon the Court in the setting of an emergency application the Court will not be able to fully recite all of the facts but instead will summarize the facts it believes are most relevant. The support for these factual findings comes from the record which the parties submitted, namely, declarations, documents and the live testimony of the principal of two of the defendants.

1. On April 26, 2004, the Office of the United States Trustee appointed the plaintiff to serve as the Chapter 7 Trustee (“the Trustee”) for the estate of American Tissue, Inc. (“ATC”), and other debtor entities (“the Debtors”), pursuant to *11 U.S.C. § 701*, D.I. 3447. The Trustee, as such, has standing to bring claims on behalf of the Debtors’ estates.

2. In the Complaint, the Trustee named as defendants Premier Paper Products, LLC, a Delaware limited liability company (“Premier”), Wipes Industries, LLC, a Delaware limited liability company (“Wipes”) and Koster Industries, Inc., a New York corporation (“Koster”).

3. Premier and Wipes are in the business of buying and selling machinery and equipment and are in possession of the machinery and equipment identified in the Complaint and which the Trustee claims belong to Debtors’ estates. The Premier and Wipes limited liability companies are owned and controlled by Mr. John Gabayzadeh. Mr. Gabayzadeh is the son of Mehdi Gabayzadeh, the former Chief Executive Officer of ATC who was indicted and convicted of fraud for activities at ATC.

4. Koster is a New York based auctioneer which specializes in the disposition of industrial machinery and equipment. It contracted with Wipes to conduct a commission sale of machinery and equipment designated by Wipes. The Koster - Wipes agreement provides that

Koster is to receive commissions of a 13% buyer's premium and 5% seller's commission. In addition, Koster and Global Equipment and Machinery Sales, Inc. ("Global"), a non-party entity, were to advance the costs related to the Auction. Thus far, Koster and Global have advanced more than \$300,000 in costs and have other obligations to advance up to \$62,000. These advanced costs are to be reimbursed from the Auction proceeds.

5. On or about April 1, 1995, ATC entered into an equipment lease with American Tissue de Mexico, S.A. de C.V. ("AT Mexico"), whereby ATC agreed to lease property and equipment ("the ATC Property") to AT Mexico, and the leased property was to remain at AT Mexico's facilities in Mexicali, Mexico. The lease, as later modified, established that the ATC Property was to remain the sole and exclusive property of ATC. AT Mexico issued a memorandum to ATC on December 18, 2000, listing the ATC Property located at AT Mexico's facility in Mexicali, Mexico. The memorandum and list of the ATC Property are attached to the Complaint as Exhibit C.

6. On September 10, 2001, ATC and related entities filed in this Court petitions for bankruptcy protection under Chapter 11 of the Bankruptcy Code, *11 U.S.C. §§ 1101-74*. The Court entered an Order on April 23, 2004, converting the Debtors' cases from Chapter 11 to Chapter 7 under the Bankruptcy Code. D.I. 3449.

7. Prior to the conversion to Chapter 7, ATC brought suit against AT Mexico in the United States District Court for the Eastern District of New York ("the New York Action") for replevin, breach of lease agreement, to prevent unjust enrichment, and for conversion and negligence. On March 29, 2006, ATC obtained entry of a default judgment against AT Mexico

in the New York Action in the sum of \$10,445,346.35. AT Mexico has not satisfied any portion of the default judgment.

8. In preparing for the preliminary injunction hearing, the Trustee and the defendants, with the assistance of the Trustee's expert, inspected the equipment and machinery which is listed for sale at the Auction ("the Auction Items") and they categorized the Auction Items into four categories which the parties refer to as "buckets." The inventory of the Auction Items with the "bucket" annotations was introduced at the hearing as Plaintiff's Exhibit 3 and because of its helpfulness and significance to the Court's ruling, a copy is attached as an exhibit to the Order giving effect to this Opinion.

- A. Bucket 1 consists of Auction Items that are not the subject of the Complaint, i.e., are not included in Exhibit C to the Complaint, and the Trustee is not contesting their sale at the Auction.
- B. Bucket 2A contains one item which, unlike the equipment in Bucket 2B, has a serial number. The Trustee seeks a preliminary injunction against the sale of this bucket item. However, at the preliminary injunction hearing, the Trustee conceded that the Bucket 2A item may be sold at the Auction provided that the proceeds of the sale are escrowed.
- C. Bucket 2B contains seven pieces of equipment and, as noted previously, these items do not bear a serial number. Again, the Trustee is willing to allow these seven items to be sold at the Auction if the sale proceeds are escrowed. Premier and Wipes contend they have good title to these items and contest the imposition of any conditions on their sale.
- D. Bucket 3 includes equipment and machinery which Premier and Wipes recently moved from a warehouse in El Centro, California, which are clearly the subject of the Complaint and title to which is uncertain. The Trustee and Wipes and Premier are in agreement that these items may be auctioned, provided that minimum reserve selling prices are set with the Trustee's approval and the sale proceeds are placed into escrow.

## Discussion and Ruling

The Court previously entered the TRO on the Trustee's *ex parte* application and the Court must now determine whether to convert the TRO to a preliminary injunction. The issuance of a preliminary injunction is an extraordinary remedy and the standards for issuance are well settled under Third Circuit law.

The Third Circuit requires this Court to apply four factors in determining whether to grant the drastic remedy of a preliminary injunction. They are: (1) the reasonable likelihood that the movant, here the Trustee, will prevail on the merits at the final hearing; (2) the extent that irreparable harm will result without injunctive relief; (3) the balancing of the harm the defendants will suffer if the Court issues the preliminary injunction; and (4) the public interest. *See, e.g., Kos Pharms., Inc. V. Andrx Corp.*, 369 F. 3d 700 (3d Cir. 2004), *In re CareMatrix Corp.*, 306 B.R. 478 (Bankr. D. Del. 2004). The duty of the Court is to preserve the relative positions of the parties pending a trial on the merits. *Univ. Of Tex. V. Camensich*, 451 U.S. 390, 395 (1981). In the bankruptcy setting, the Court should be especially sensitive to situations which could result in the dissipation of estate assets, *In re Focus Media Inc.*, 387 F.3d 1077 (9th Cir. 2004); and the Court's responsibility to prevent a wrongful taking of the bankrupt's assets provides it with a broader equitable power. *Grupo Mexicano Desarrollo, S.A. v. Alliance Bond Fund, Inc.*, 527 U.S. 308, 331 (1999); and *In re Owens Corning*, 419 F.3d 195, 208-209 fn. 14 (3d Cir. 2005) ("had the company in Grupo Mexicano been in bankruptcy, the bankruptcy court would have had the authority to implement the remedy the district court lacked authority to under general equity power outside the bankruptcy context.").

The Court now turns to the application of the facts to the standards for determining the issuance of a preliminary injunction. The concessions by the Trustee and agreements with respect to the treatment of the “buckets” of the Machinery have reduced the contested motion for injunctive relief to the items in Bucket 2A and 2B, since the Trustee has agreed to the sale of Bucket 1 items without limitation or condition, and the parties have agreed to conditions which will permit the sale of Bucket 3 items. Therefore, the remaining discussion is limited to Buckets 2A and 2B.

1. Likelihood of Success. The burden is on the Trustee to establish a reasonable likelihood of success on the merits. Decision on the item in Bucket 2A is not difficult. This item has a serial number which matches the serial number of an item previously sold by Debtors on notice pursuant to an Order of this Court. On July 10, 2002, the Court signed an Order Establishing Procedures for the Sale Free and Clear of Liens and Encumbrances or Abandonment of Certain Machinery and Equipment. D.I. 1341. Pursuant to the Order, Debtors noticed the sale of the machine which in fact is the Bucket 2A item. There is no evidence that the sale was not at arm’s length. The reasonable likelihood that the Trustee will be able to prove that the sale was improper and that ATC retained title is small and the Trustee presented no facts which give the Court pause in permitting the sale of the 2A item at the Auction without conditions.

The items in Bucket 2B require a different analysis and result. The record amply shows that ATC was the owner of the 2B items and leased those items to AT Mexico which defaulted on its obligations. On the present record and given the minimal opportunity the Trustee has had

to take discovery in this expedited proceeding, the Court is satisfied that there is a reasonable likelihood that the Trustee will prevail in establishing that title never passed from ATC and therefore no other entity can now hold title. The Trustee has established that irregularities in the disposition of ATC machinery and equipment abound. Testimony at the hearing established that Wipes and Premier's business operations and relationships are suspect. Therefore, regarding the Bucket 2B items, the Trustee has satisfied the first prerequisite for a preliminary injunction to issue.

2. Irreparable Harm. At the hearing, the Trustee established conclusively that Premier and Wipes would not have the financial capacity to satisfy a money judgment, and if the Bucket 2B items are sold and Premier and Wipes use the sale proceeds to pay the Auction costs and to satisfy their creditors as represented at the hearing, little if any money will remain to pay the Trustee for the estate's losses arising from a wrongful taking and sale of Debtors' machinery and equipment. It is clear that in the absence of injunctive relief, the Trustee's success at trial would be an empty one and the Debtors' estate will therefore be irreparably harmed if the assets are sold without imposing safeguards .

3. Harm to Defendants from the Issuance of the Injunction. The Court is also required to determine whether and what harm Premier and Wipes might suffer from a preliminary injunction. The Court finds that they would be harmed if the Auction is outright enjoined. Specifically, Premier and Wipes have entered into a settlement with their landlord and if the Auction is enjoined that settlement will be disrupted or worse which would expose Wipes and Premier to substantial financial risk. The Court will therefore permit the sale of



Bucket 2B items to proceed but will fashion a remedy which protects all of the parties.

Furthermore, if the Auction does not proceed, Koster as auctioneer will remain at risk, having advanced over \$300,000 which Koster may be at risk in collecting. Koster is also entitled to payment of its commissions to prevent unjust enrichment to either Premier, Wipes or Debtors. Here again, the Court's contemplated remedy will eliminate harm to Koster which is necessary and appropriate because the Trustee did not produce any evidence of any wrongdoing whatsoever by Koster.

4. Public Interest. The public interest is served when the Court imposes relief which maintains integrity in financial and business dealings and protects bankrupt estates from misappropriation of assets. Here, granting relief to the Trustee while eliminating or reducing harm to the defendants satisfies the final requirement for the issuance of a preliminary injunction.

#### **Remedy**

The Auction will proceed on December 6, 2006, as scheduled, on the following terms and conditions:

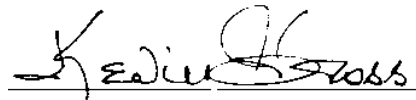
- A. Bucket 1 items may be sold and the proceeds paid to Wipes and Premier, subject to payment to Koster of costs and commissions on the terms of the agreement with Koster.
- B. Bucket 3 items may be sold subject to the Trustee's right to establish price minimums and the proceeds will be escrowed pending trial and the Court's ruling.
- C. Bucket 2A item may be sold and the proceeds, net of paying Koster, will be paid to Wipes and Premier.

D. Bucket 2B items may be sold and the proceeds will be paid into escrow.

If the funds paid to Wipes and Premier from the sale of Bucket 1 and 2A are insufficient to pay Koster, Wipes' landlord under the settlement agreement or to permit the sale of equipment and machinery free and clear of liens, Koster, Premier and/or Wipes may apply on notice to the Court for relief on an expedited schedule.

An appropriate Order giving effect to the Court's ruling will issue with this opinion.

BY THE COURT:

A handwritten signature in black ink, appearing to read "Kevin Gross", written over a horizontal line.

KEVIN GROSS  
UNITED STATES BANKRUPTCY JUDGE

Dated: December 4, 2006  
Wilmington, DE

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	:	Case No. 01-10370(KG)
<u>Debtors.</u>	:	
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Trustee for the Estates of	:	
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KOSTER INDUSTRIES, INC., and	:	
DOES 3 through 20,	:	
	:	
<u>Defendants.</u>	:	Re: Docket No. 4

**SECOND AMENDED ORDER**<sup>1</sup>

For the reasons set forth in the Court’s Memorandum Opinion of this date, the conversion of the Temporary Restraining Order issued on November 22, 2006, to a preliminary injunction is GRANTED in part and DENIED in part as set forth herein. In accordance with Exhibit A attached hereto which describes and categorizes the subject items of machinery and equipment, the relief granted is as follows:

1. Bucket 1 items may be sold and the proceeds paid to Wipes Industries, LLC (“Wipes”) and Premier Paper Products, LLC (“Premier”), net of payment to Koster Industries, Inc. (“Koster”) of auction costs (not including transportation costs) and commissions attributable pro-rata to Bucket 1 items on the terms of the agreement with Koster.

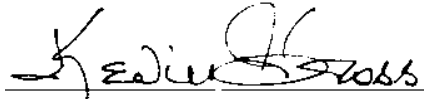
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<sup>1</sup> The Amended Order entered on December 5, 2006, is being further amended by consent of all parties in Paragraph 8 to extend the coverage of equipment, machinery and location.

2. Bucket 3 items may be sold subject to the Trustee's right to establish price reserve minimums. The proceeds, net of payment to Koster of auction costs (not including transportation costs) and commissions attributable pro-rata to Bucket 3 items on the terms of the agreement with Koster, will be escrowed pending trial and the Court's ruling.
3. Bucket 2A item may be sold and the proceeds, net of payment to Koster of auction costs (not including transportation costs) and commissions attributable pro-rata to Bucket 2A items on the terms of the agreement with Koster, will be paid to Wipes and Premier.
4. Bucket 2B items may be sold and the proceeds, net of payment to Koster of auction costs (not including transportation costs) and commissions attributable pro-rata to Bucket 2B items on the terms of the agreement with Koster, will be paid into escrow pending trial and the Court's ruling .
5. The parties are directed to confer and submit to the Court the name of an agreed upon escrow agent to hold the auction proceeds and the terms of engagement. If the parties are unable to reach agreement, each shall submit a name for the Court's consideration.
6. Koster is directed to pay the Auction proceeds in accordance with this Order and, if necessary, shall retain the proceeds to be paid into escrow until an escrow agent is appointed.
7. Koster is directed to file and submit to Chambers promptly a report which itemizes the results of the sale of Bucket 2B and 3 items at the Auction, including funds received by "Bucket" designation, payments to Koster as reimbursement for costs advanced and as commissions, and funds which remain to be paid into escrow.
8. The Temporary Restraining Order is further converted to a preliminary injunction with respect to the machinery and equipment identified in Exhibit "C" to the Trustee's complaint in this matter, whether such equipment is held in Coxsackie, New York, Hauppauge, New York or elsewhere. Wipes and Premier are hereby enjoined from altering, moving and/or selling any such machinery and equipment pending further order of the Court.

9. Koster is directed to file an accounting of transportation costs it advanced and the Court will thereafter conduct a hearing on the respective parties' responsibilities for reimbursement to Koster of such costs.

BY THE COURT:

A handwritten signature in black ink, appearing to read "Kevin Gross", written over a horizontal line.

KEVIN GROSS  
UNITED STATES BANKRUPTCY JUDGE

Dated: December 8, 2006  
Wilmington, DE

1	✓	cassoli wrapper 602-R, bundling from 6 pack up to 36 pack (never used)							
2	✓	offold 17" brething s/n 2063-69 McDonald type with automatic packaging rebuilt in 2000							
3	✓	Brething 12" (30cm) offold napkin folder s/n 3245-84, 4 lane, steel to steel embossing 4 color flexographic printing, automatic full overwrapper s/n 3701-87 (dunkin donut type)							
4	✓	Greenbay Engineering 85" multifold towel machine s/n 08-034 (2000), rated @ 500 FPM, steel to steel embossing rolls, folding station, 9.5" cutoff, 9 wide, with allan bradley 5/11 PLC control, transfer/upender complete, fully automatic							
5	✓	Parkinson Mark II Horizontal surface winders model MK2-HW-FL-108, built in 2000 cost was 1mm with 2 105" unwind, 100" diameter with 15 shear slitters and calender							
6	✓	Parkinson Mark II Horizontal surface winders model MK2-HW-FL-108, built in 2000 cost was 1mm with 2 105" unwind, 100" diameter with 15 shear slitters and calender							
7	✓	LM Paper roll saw model 200-11DE-404, 11" stellite inlaid saw bar, carbide tipped saw chain, hydraulic operated trunion support roll assembly used to rotate the paper roll, oregon 511A mchain grinder c/w diamond wheel, dust removal system brand new 2005							
8	✓	Atlas Box Forming Machine - LOT # 125 NO. S/N							
9A	✓	Winkler and Dunnebler mdl 10E 4 color offset printing press, with 3 flexo oil 23" magnetic cylinders, AC motor and push button controls s/n 4390							
9B	✓	halm mdl. JPTWOD6D jet press superjet 2 color envelope over printing presses, with ink pump belt drive off feed stacker AC motor and push button control with locker s/n 2226							
10	✓	dusenberry 635 66" polyethylene slitter rewinder s/n 57584							
11	✓	standford polyethylene slitter/rewinder model 140HD doctor machine, 42" OD - 3060 S/N							
12	✓	manhasset 6 color flexographic press s/n MP 6440, width is 20" roll to roll, and roll to sheet, good for printing box facial and labeling and bath tissue wrap							
14	✓	glar wastewater treatment plant, skit mounted							
16	✓	DCM epochief facial tissue interfolder, 6 lane 50" cutoff is 8.3"							
16A	✓	PCMC 17", 1/4 fold, 2 web napkin folder, 15x17 and 17x17 s/n 477 model 1077 purchased from Gibbs Brower S/N 477							
16A	✓	Cassoli Wrapper S/N 1248							

EXHIBIT A

LOT # 124

Settlement of Transactions

GREENBAY CONVERSION UNIT OF GREENBAY WIPER

LOT # 115

LOT # 114, 115

IN COST INCURRED - NOT IMPROVED

NO. S/N

LOT # 88

NOT FOUND - NOT IMPROVED

# 127

3060 S/N

6-16-8 MODEL

# 16

NO S/N

take down

400 PGM - PUNCH

LOT # 65

2x107

1	logsaw for singlefold and multifold purchased from Gibbs Brower no s/n								
18	PCMC gift wrap folder s/n 7073, (1987); 20 packs/minute, twin web, with (2) 26" W infeed rollers, with drag brake, and							LOT # 37, #36	
19	PCMC 2 lane dinner napkin model 59416 gibbs # 2691, cutoff 13-16"						SINGLE UNWIND - LOT # 34		
20	PCMC 84" double station inline flower embossing system including frame and 2 steel to steel rolls. Most recently was inline for household towel line operating at 1500fpm. Can be used for toilet tissue, toweling, napkin stock and many other products							LOT # 29	
21	PCMC 84" double station inline flower embossing system including frame and 2 steel to steel rolls. Most recently was inline for household towel line operating at 1500fpm. Can be used for toilet tissue, toweling, napkin stock and many other products							LOT # 30	
22	55" steel to steel emboss rolls for singlefold towel						#17		
23	PCMC facial tissue interfold with folder, embossing section s/n 5866 purchased from Perry Videx						- LOT 21, 22, 24		
24	ATF 4 color placemat machine, s/n GH100H- DG brand new s/n 4597-992, s/n GH-1044						LOT # 32		
25	Bretting twin 4 1/4 fold lunch napkin folder s/n 2601-79, 4800 napkins/minute, L.H. 11.25-12.5 cutoff with 4 UNWINDS. 4 double roll heavy turret unwinders; 30" W 4 roll accumulator; steel to steel embossing; and G.E. Variable drive controls						LOT # 35		
26	Rockford Midland casepacker (C3/C4 machine/hot melt), model 814HM, RFC magazine infeed, product infeed conveyer						LOT # 113		
27	ABC packaging machine corp model 37 s/n 21089						- LOT # 121		
28	ABC packaging machine corp model 37 s/n 20420						- LOT # 30		
29	national equipment SAC 493						CASE PACKER -		
30	JEM laboratories, DM 180								
31	800 AF Adjustable case sealer, type 19100, s/n 1149								
32	Wexxar corp model TB-6 s/n 579-C						LOT # 45		
33	wepackit inc model 350 s/n MPE 350-1563						- LOT # 122		
34	REX MFG isolation transformer s/n 29159						#47		
35	lapaco placemat machine-purchased from Global equipment						#38-A SIN RF2C14 1987		
36	hayes cartoner for facial tissue boxes 2004 never used						- LOT # 63		

EXHIBIT A

37	hayes cartoner for facial tissue boxes 2004 never used	LOT # 64		
38	45" Mohr Polar guillotine	MODEL 15EMC	S/N 5431829	
39	105" PCMC nested and point to point embossing laminator	- ATC EL 56003	• 400,000	(subject to o/s being produced in Canada)
40	102" roll towel PCMC s/n 3940 2 color printing nested embossing, every 5 sheets, 9" perforation, rebuilt by PCMC in 2000 for 1.7 million including log saw and secumator machine rebuilt by Renard division of PCMC in 2000 for 1.7 million			
41	Hayes 5800 s/n 018634 core s/n RMCW-0029 OK			
42	Jones cartoner for facial tissue box rebuilt brand new s/n 3435	LOT # 123	* ATI/BK → Perry Videx → NDA (and by Wiper)	
43	cassoli incomplete # 1P30 # 85083001			
44	singlefold one lane, 9" wide, cutoff is 10.75	S/N 9	LOT # 25	
45	baller	ECUMY LAKE		
46	Lantech stretchwrap	S/N A-0137		
47	Superior Mod. 10 10-178 Cube Cartoner	S/N 178	No LOT #? not selling	# 25 lot # 43
48	PCMC 4 lane wet wipe, cutoff is 8.3 x 8.3 with 40" unwind stand			# 27 lot # 43
49	PCMC 6 lane wet wipe machine cutoff is 8.3 x 8.3 with 40" unwind stand			# 26 lot #
50	incomplete ronco log saw for singlefold and multifold s/n RMLS 001	LOT # 107		
51	ronco log saw for singlefold and multifold RMLS 004	LOT # 101		
52	logsaw for BRT -	LOT # 66	subject to o/s being in	
53	PCMC lunch napkin folder model A4709, 3 lane 3 unwind stands, steel to steel embossing rolls, slitting rolls variable cutoff is 11.25 to 12.5 (super 6)		COXSACKIE	
54	PCMC lunch napkin folder model A5662, 3 lane, 3 unwind stands, steel to steel embossing rolls, cutoff 10" (super 6)			
55	Super 8 lunch napkin folder cutoff is variable from 11.25-12.50" - came from coxsackie no s/n			
56	(super 6) 1/4 fold cocktail napkin 10" cutoff - no s/n and no backstands came from cleanup of ATI from Perry Videx purchase			
57	(Super 8) 1/4 fold PCMC cutoff is variable from 11.25 to 12.5" purchased from Canada aution. No s/n get Bill of Sale from Global			
58	12" cutoff off fold PCMC 4 lane, dunkin donut fold, steel to steel embossing s/n 2000/66			

Same products as 41

Exhibit A



1 (6)

57

Bretting McDonald fold 17" napkin folder, 4 lane 54", one unwind stand, sitting stand, steel to steel embossing rolls, complete

Lot # 107

Lot # 107

1 58 PINE STEEL TO STEEL EMBOSSE 46" Lot # 18 SIN 4655-92

1 59 PINE 40" FACIAL TISSUE FOLDER - SIN A-3723 Lot # 19

1 60 PINE FACIAL TISSUE FOLDER - SIN 6513 Lot # 20

1 61 PINE 33" STEEL TO STEEL EMBOSSE 2 - SIN M5721 Lot # 23

1 62 PINE 4 LANE 6 FOLD - Lot # 41

1 63 HANSEN PAPER LINK GUID SYSTEM - Lot # 42

1 64 N.I.D. PAPER 20F SIN 3648 - 1960

1 65 ~~PINE~~ PINE Low FOLD NAPKIN FOLDER - A 4234 Lot # 116 \*

1 66 N.J. VACUUM PUMP 02-3 Lot # 117 \*

1 67 ~~PINE~~ Low FOLD NAPKIN FOLDER - SIN ?

1 68 PINE "e" FOLD TOWEL FOLDER Lot # 117 \*

1 69 HANSEN S300 - SIN 04987 Lot # 61

1 70 DETZCO 84" SUTTER REWINDER - HDP-73 Lot # 70 \*

1 71 HANSON PAPER LINK HDP-73 Lot # 70 \*

1 72 PINE 74" TOWER PAPER LINE - SIN 4792

EXHIBIT A

W/STEEL TO STEEL EMBOSSE UNWIND STAND, COILS CONTAINER, P.C.M.C 2 LINES COILS S.M.W. Lot # 103-109

missing wraps

1 73 FORCE TOWER LOGS AW  
S/P 001 TD-#1 100

3 \* 74 PACE CORE WINDER TAG # 97 No S/N  
3 \* 75 PACE CORE WINDER TAG # 96 No S/N

1 76 BERTINE C FIELD TOWER FENDER TAG # 89, 90, 91, 92, 93, 94, 98  
THRASER  
WINNIND STAND

BACKSTAND SUITCASE Model 5300  
LANSSEN WRAPPER - S/N 015383 1981

1 77 FINE BOB WRAPER Lot # 46

3 \* 78 PERINI 820 130" BIT LINE Lot # 84, 85, 81, 82, 83 SEE D.H.C FOR DESCRIPTION

3 APPERINI 450 Loudon wrapper missing  
Hayden wrapper & missing  
2 other things missing

82 26 80 PACE HAYDEN FENDER SCISSORS - Lot # 71  
w/4 WINNINDS

82 28 81 PACE HAYDEN FENDER SCISSORS Lot # 73

Subject to ~~these~~ ~~same~~ products as 41