

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

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In re:	)	Chapter 11
	)	
AMICUS WIND DOWN CORPORATION, <i>et al.</i> , <sup>1</sup>	)	Case No. 11-13167 (KG)
	)	
Debtors.	)	Jointly Administered
	)	
	)	

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**NOTICE OF ASSUMPTION AND ASSIGNMENT OF  
DESIGNATION RIGHT CONTRACTS**

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PLEASE TAKE NOTICE that on December 29, 2011, the Court entered the *Order (I) Approving the Asset Purchase Agreement; (II) Authorizing the Sale of All or Substantially All of the Assets of the Debtors Free and Clear of All Liens, Claims, Encumbrances and Other Interests; (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Relating Thereto; and (IV) Granting Related Relief* [Docket No. 592] (the “Sale Order”).<sup>2</sup> The Sale Order approved procedures for assuming and assigning a Designation Right Contract to the Purchaser (the “Assumption Procedures”). Pursuant to the Assumption Procedures, the Sale Order, and by this written notice (this “Assumption and Assignment Notice”), the Debtors hereby notify you that the contracts set forth on **Exhibit A** attached hereto (each a “Contract”) are hereby assumed and assigned to a permitted designee of Purchaser,

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Amicus Wind Down Corporation f/k/a Friendly Ice Cream Corporation (3130); Amicus Restaurants Franchise Wind Down, LLC f/k/a Friendly’s Restaurants Franchise, LLC (3693); Amicus Realty I Wind Down, LLC f/k/a Friendly’s Realty I, LLC (2580); Amicus Realty II Wind Down, LLC f/k/a Friendly’s Realty II, LLC (2581); and Amicus Realty III Wind Down, LLC f/k/a Friendly’s Realty III, LLC (2583). The location of the Debtors’ corporate headquarters and the Debtors’ service address is: 1855 Boston Road, Wilbraham, Massachusetts 01095.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Sale Order.

Friendly's Franchising, LLC, as of the dates set forth in **Exhibit A** and Friendly's Franchising, LLC, hereby assumes only liabilities expressly assumed under the Agreement as modified by the Sale Order with respect to such Contracts.<sup>3</sup>

**PLEASE TAKE FURTHER NOTICE** that, should you object to the Debtors' assumption and assignment of the Contracts to the Purchaser, you must file and serve a written objection so that such objection is filed with the Bankruptcy Court and **actually received** no later than April 13, 2012 (the "Supplemental Deadline"), by the following parties: (a) counsel for the Debtors, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: James A. Stempel and Ross M. Kwasteniet, and Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899-8705 (Courier 19801), Attn: Laura Davis Jones; (b) counsel to the Purchaser, Morgan, Lewis, & Bockius, LLP, 101 Park Avenue, New York, New York 10178-0600, Attn: Neil Herman, Esq.; (c) the U.S. Trustee, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Richard Schepacarter; (d) counsel to the Committee, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York, 10036, Attn: Philip Dublin and Kristine Manoukian, and Blank Rome LLP, 1201 Market Street, Suite 800, Wilmington, Delaware 19801, Attn: Stanley B. Tarr; (e) counsel to the agent for the Debtors' prepetition secured credit facility and for the Debtors' proposed postpetition financing facility, Paul Hastings LLP, 600 Peachtree Street, N.E., Suite 2400, Atlanta, Georgia 30308, Attn: Jesse H. Austin, III; (f) counsel to the indenture trustee for the Debtors' prepetition notes, Bryan Cave LLP, 1290 Avenue of the Americas, New York, New York, 10104, Attn: Michelle McMahon and Stephanie Wickouski; and (g) counsel to the Designation Right Contract counterparties affected by the Assumption and Assignment Notice, if

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<sup>3</sup> The inclusion of any Contract on **Exhibit A** does not constitute an admission by the Debtors that any such Contract is in fact an executory contract or that the Debtors have any liability thereunder.

known. Only those responses that are timely filed, served and received will be considered at the hearing.

**PLEASE TAKE FURTHER NOTICE** that absent an objection being filed by the Supplemental Deadline, the assumption and assignment of such Designation Right Contract shall become effective on the date set forth in **Exhibit A** (the “Assumption and Assignment Date”).

If an objection to the assumption and assignment of any Designation Right Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Designation Right Contract to which such objection relates. If such objection is overruled or withdrawn, such Designation Right Contract shall be assumed and assigned as of the Assignment Date set forth in **Exhibit A**, such other date to which the Debtors and the counterparty to such Designation Right Contract have agreed, or as otherwise provided in the Sale Order.

Dated: April 3, 2012  
Wilmington, Delaware

**PACHULSKI STANG ZIEHL & JONES LLP**

*131 Timothy P. Cairns*

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*Co-Counsel to the Debtors  
and Debtors in Possession*

**EXHIBIT A**

**Designation Right Contracts to be Assumed and Assigned**

<b>Store #</b>	<b>Counterparty to Designation Right Contract</b>	<b>Designation Right Contract</b>
7429	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7430	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7431	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7432	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7433	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7434	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7435	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7436	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7437	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7438	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7439	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7440	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7441	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7442	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7443	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
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7445	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7446	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7447	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7448	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7449	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7450	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7451	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
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7455	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7456	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
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7458	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7459	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7460	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7461	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7462	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7463	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7464	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement

7465	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7466	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7467	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7468	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7469	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7470	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7471	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7472	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7473	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7475	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7476	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement
7477	Kessler Family LLC, 410 White Spruce Blvd., Rochester, NY 14623	Franchise Agreement (Express)