

§ 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the parties listed therein, and no other or further notice being required; and the Court being satisfied that Barrier Advisors is a “disinterested person” as such term is defined under section 101(14), as modified by section 1107(b), of the Bankruptcy Code; and the Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates and creditors, and all parties in interest; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED.
2. The Debtors are authorized and empowered, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rule 2014, to retain and employ Barrier Advisors as investment banker as of the commencement of these chapter 11 cases on the terms set forth in the Engagement Letter, as modified by this Order, and to pay fees to Barrier Advisors on the terms and at the times specified in the Engagement Letter.
3. Barrier Advisors shall apply for compensation and reimbursement in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, and subject to the approval of this Court and the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Bankruptcy Rules”), and any relevant orders of this Court; provided, however, that Barrier Advisors and its professionals: (a) shall only be required to maintain time records for

services rendered post-petition in one half (.5) hour increments; and (b) shall not be required to provide or conform to any schedule of hourly rates.

4. To the extent that Barrier Advisors are requested to prepare for and/or provide testimony in depositions or court proceedings, Barrier Advisors will be paid on an hourly basis at \$550 per hour; provided, however, that Barrier Advisors shall maintain accurate time records, track its time in one half (.5) hour increments, and provide reporting of any Testimony Fee charged.

5. Notwithstanding the prior paragraphs, the fees payable to Barrier Advisors pursuant to the Engagement Letter shall be subject to review pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and shall not be subject to the standards set forth in section 330 of the Bankruptcy Code, except that the U.S. Trustee shall retain the right to object to the transaction fees payable pursuant to paragraphs 2(b), 2(c) and 2(d) of the Engagement Letter based on the reasonableness standard provision provided for in section 330 of the Bankruptcy Code.

6. The Court will review any M&A Advisory Fee, Testimony Fee, or Sale Transaction Fee (i) under the standards set forth in section 330 of the Bankruptcy Code in the event that an objection is filed by the U.S. Trustee, and (ii) under the standards set forth in section 328(a) of the Bankruptcy Code if an objection is filed by a party-in-interest other than the U.S. Trustee. The Debtors stipulate and agree that this Order and the record relating to the Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of any M&A Advisory Fee, Testimony Fee, or Sale Transaction Fee under section 330 of the Bankruptcy Code. Accordingly, nothing in this Order shall constitute a finding of fact or conclusion of law binding the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of any M&A Advisory Fee, Testimony Fee, or Sale

Transaction Fee. Further, nothing in the Engagement Letter shall effect or modify the standard of review applicable to an objection by the U.S. Trustee under this paragraph.

7. Paragraph 3.c. of the Engagement Letter is approved as modified herein by deleting the current paragraph and by substituting in lieu thereof the following:

- c. Sale Transaction Fee. If during the term of this Engagement Contract or within 12 months following the term of such Engagement Contract, a Sale is consummated, Barrier shall be entitled to receive a transaction fee (a "***Sale Transaction Fee***"), (i) if a Sale closes to a purchaser other than Newco (as defined in the Restructuring Agreement dated as of December 4, 2009, by and among Ames Holding Corp., Axia Incorporated, Ames Taping Tool Systems, Inc., TapeTech Tool Co., Aurora Equity Partners III, L.P., Aurora Overseas Equity Partners III L.P. and certain of the Company's prepetition secured lenders), equal to 2% of the amount by which the Aggregate Consideration paid upon the closing of such Sale exceeds the total of all components of the amount set forth in the bidding procedures approved by the Order of the Bankruptcy Court (the "Bidding Procedures") required for a bid to comply with the Bidding Procedures (including any requirement with respect to the cash component of such bid) and be deemed a Qualified Bid (as such term is defined in the Bidding Procedures), including, without limitation, the amount of any break-up fee, expense reimbursement and bid increment, which fee shall be paid out of the proceeds of such Sale; (ii) if a Sale closes to Newco, equal to 2% of the amount (if any) by which the Aggregate Consideration paid by Newco at closing of such Sale exceeds the Aggregate Consideration of Newco's initial bid, as described in the Restructuring Agreement, as a result of increased bids at the Auction (as defined in the Bidding Procedures); or (iii) if a Sale closes after termination of the Restructuring Agreement to a party other than Newco, equal to 2% of the amount by which the Aggregate Consideration paid upon the closing of such Sale exceeds \$20,000,000, which fee shall be paid out of the proceeds of such Sale.

8. The Indemnification Provisions of the Engagement Letter are approved, subject to the following modifications:

- (a) Subject to the provisions of subparagraphs (c) and (d) below, the Debtors are authorized to indemnify, and shall indemnify, Barrier Advisors, in accordance with the Engagement Letter, for any claim arising from, related to or in connection with their performance of the services described in the Engagement Letter;

- (b) Barrier Advisors shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Letter for services other than the services

provided under the Engagement Letter, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court;

(c) Notwithstanding anything to the contrary in the Engagement Letter, the Debtors shall have no obligation to indemnify any person, or provide contribution or reimbursement to any person, for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen primarily from that person's gross negligence or willful misconduct or (ii) for a contractual dispute in which the Debtors allege breach of Barrier Advisors' obligations under the Engagement Letter or (iii) settled prior to a judicial determination as to that person's gross negligence or willful misconduct, but determined by this Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified by this Order; and

(d) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, Barrier Advisors believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation the advancement of defense costs, Barrier Advisors must file an application before this Court, and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment. This subparagraph (d) is intended only to specify the period of time under which the court shall have jurisdiction over any request for fees and expenses for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Barrier Advisors.

9. Unless otherwise ordered, nothing contained herein shall be deemed to approve the limitation of liability provisions set forth in Section 6.2 of the standard terms and conditions that are attached to the Engagement Letter.

10. This Court will retain jurisdiction to construe and enforce the terms of the Application, the Engagement Letter, and this Order.

11. To the extent that there may be any inconsistency between the terms of the Application, the Engagement Letter, and this Order, the terms of this Order shall govern.

12. Notice of the Application as provided herein and therein shall be deemed good and sufficient notice of the Application.

13. To the extent that any affiliates of the Debtors commence chapter 11 cases which are jointly administered with these chapter 11 cases, the retention and employment of Barrier Advisors and other provisions of this Order shall apply to such debtors and their respective estates.

Dated: 1/22, 2010
Wilmington, Delaware



THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE