

KRAMER LEVIN NAFTALIS & FRANKEL LLP
 Special Intellectual Property Counsel to the Debtors
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 Nicholas L. Coch (NC-3541)
 Jonathan S. Caplan (JC-1039)
 Gordon Z. Novod (GN-0494)

UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK

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 In re :
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 A1 REALTY MARKETING OF NEW YORK, : Chapter 11 Case Nos.
 INC., LASER ACQUISITION CORP., DDG I, :
 INC., SUNBEAM AMERICAS HOLDINGS, : 01-40252 (AJG) through
 LTD., et al., : 01-40290 (AJG)
 :
 Debtors. : (Jointly Administered)
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SUMMARY SHEET PURSUANT TO UNITED STATES TRUSTEE
 GUIDELINES FOR REVIEWING APPLICATIONS FOR COMPENSATION
AND REIMBURSEMENT OF EXPENSES FILED UNDER 11 U.S.C. § 330

FOURTH AND FINAL APPLICATION

NAME OF APPLICANT:	Kramer Levin Naftalis & Frankel LLP		
ROLE IN THE CASE:	Special Intellectual Property Counsel to the Debtors		
CURRENT APPLICATION:	Fees Incurred:	\$	83,271.00
(August 1, 2002 to December 18, 2002)	Fees Requested:	\$	83,271.00
	Expenses Incurred:	\$	100,408.98
	Expenses Requested:	\$	100,408.98
PRIOR APPLICATIONS:	Fees Requested:	\$	1,221,839.59
(February 6, 2001 to July 31, 2002)	Fees Awarded:	\$	1,160,747.61
	Fees Subject to Holdback:	\$	61,091.98
	Expenses Requested:	\$	644,640.39
	Expenses Awarded:	\$	644,640.39
FINAL APPLICATION:	Total Fees Requested:	\$	1,305,110.59
	Total Expenses Requested:	\$	745,049.37

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 FINAL APPLICATION OF KRAMER LEVIN NAFTALIS
 & FRANKEL LLP, SPECIAL INTELLECTUAL PROPERTY
 COUNSEL FOR THE DEBTORS, FOR FINAL ALLOWANCE OF
 COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT
OF ACTUAL AND NECESSARY EXPENSES

TO: THE HONORABLE ARTHUR J. GONZALEZ,
 UNITED STATES BANKRUPTCY JUDGE:

Kramer Levin Naftalis & Frankel LLP (the “Applicant”, or “Kramer Levin”),
 special intellectual property counsel for A1 Realty Marketing of New York, Inc., Laser
 Acquisition Corp., DDG I, Inc., Sunbeam Americas Holdings, Ltd., and substantially all of their
 direct and indirect domestic operating subsidiaries as debtors and debtors in possession
 (collectively, the “Debtors”), hereby makes this final application (the “Final Application”),
 pursuant to sections 330(a) and 331 of title 11 of the United States Code (the “Bankruptcy
 Code”) and Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”),
 for (i) the allowance of fees and expenses incurred during the period commencing August 1,

2002 through and including December 18, 2002 (the “Final Interim Period”) and (ii) for final allowance of all compensation for professional services performed by Kramer Levin for the period commencing February 6, 2001 through and including December 18, 2002 and reimbursement of expenses incurred in connection with such services. In accordance with the Final Application, Applicant respectfully represents:

1. Based on the balance of this application, Kramer Levin is requesting final allowance of \$ 2,050,159.96 plus the amount to be determined under paragraph 19 below. Kramer Levin will subtract payments received during the case of \$1,690,610.82, from the amount awarded by the Court.

2. This Final Application has been prepared in accordance with the Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases adopted by the Court on April 19, 1995 (the “Local Guidelines”), the United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330, adopted on January 30, 1996 (the “Trustee Guidelines”) and the Order Pursuant to Sections 105(a) and 331 of the Bankruptcy Code Establishing Procedures for Monthly Compensation and Reimbursement of Expenses of Professionals (the “Administrative Order” and, collectively with the Local Guidelines and Trustee Guidelines, the “Guidelines”). Pursuant to the Local Guidelines, a certification regarding compliance with the same is filed concurrently herewith and attached hereto as Exhibit “A.”

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue of these cases and the within application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

4. Kramer Levin seeks allowance of compensation for professional services rendered to the Debtors during the period from February 6, 2001 through and including December 18, 2002, in the aggregate amount of \$1,305,110.59, and for reimbursement of expenses incurred in connection with the rendition of such services in the aggregate amount of \$745,049.37. During the period from February 6, 2001 through and including December 18, 2002, Kramer Levin attorneys and paraprofessionals expended a total of 5,940.32 hours for which compensation is requested.

5. Of the foregoing amounts, Kramer Levin was awarded an interim allowance of \$1,160,747.61 for fees and \$644,640.39 for disbursements. The amount allowed by the Court represents the full amount of fees and disbursements incurred by Kramer Levin from February 6, 2001 through July 31, 2002, less a five percent (5%) holdback pending a final fee hearing.

6. Kramer Levin also seeks allowance for the 5% holdback pending a final fee hearing, withheld from the fees previously requested in its prior fee applications, which amount totals \$61,091.98.

7. By way of the Final Application, Applicant seeks allowance of interim compensation for professional services rendered to the Debtors during the Final Interim Period in the aggregate amount of \$83,271.00 (which represents 100% of the fees that were incurred by Applicant during the Final Interim Period), and for reimbursement of expenses incurred in connection with the rendition of such services in the aggregate amount of \$100,408.98. During the Final Interim Period, Applicant's attorneys and paraprofessionals expended a total of 559.46 hours for which compensation is requested.

8. In an exercise of billing discretion and in accordance with a fixed fee agreement with regard to certain types of matters entered into prior to the Petition Date, Kramer Levin has voluntarily reduced its total fees with respect to the Final Interim Period by \$7,887.62 and its total expenses by \$3,130.02. These write-offs are summarized on Exhibits "B" and "C", respectively.

9. In an exercise of billing discretion and in accordance with a fixed fee agreement with regard to certain types of matters entered into prior to the Petition Date, Kramer Levin has voluntarily reduced its total fees for professional services performed by Kramer Levin and for disbursements for the period commencing February 6, 2001 through and including December 18, 2002 by \$305,315.63 and its total expenses by \$81,846.37. These write-offs are summarized on Exhibits "D" and "E", respectively.

10. During this bankruptcy case, Kramer Levin has received no payment and no promises of payment from any source for services rendered or to be rendered in any capacity whatsoever in connection with the matters covered by this Final Application, with the sole exception of interim allowances of compensation for professional services rendered and reimbursement of actual and necessary expenses tendered by the Debtors in accordance with the Administrative Order and approved pursuant to the order of this Court dated February 27, 2001 in the total amount of \$1,805,388.00.

11. There is no agreement or understanding between Kramer Levin and any other person, other than members of the firm, for the sharing of compensation to be received for services rendered in these cases.

12. The fees charged by Kramer Levin in these cases are billed in accordance with its existing billing rates and procedures in effect during the period commencing February 6,

2001 through and including December 18, 2002. The rates Kramer Levin charges for the services rendered by its professionals and paraprofessionals in these chapter 11 cases are the same rates Kramer Levin charges for professional and paraprofessional services rendered in comparable nonbankruptcy related matters. Such fees are reasonable based on the customary compensation charged by comparably skilled practitioners in comparable nonbankruptcy cases in a competitive national legal market.

13. Pursuant to the UST Guidelines, annexed hereto as Exhibit “F” is a schedule setting forth all Kramer Levin professionals and paraprofessionals who have performed services in these chapter 11 cases during the Final Interim Period, the capacities in which each such individual is employed by Kramer Levin, the department in which each individual practices, the hourly billing rate charged by Kramer Levin for services performed by such individual, the aggregate number of hours expended in this matter and fees billed therefor, and the year in which each professional was first licensed to practice law.

14. Pursuant to the UST Guidelines, annexed hereto as Exhibit “G” is a schedule setting forth all Kramer Levin professionals and paraprofessionals who have performed services in these chapter 11 cases from February 6, 2001 through and including December 18, 2002, the capacities in which each such individual is employed by Kramer Levin, the department in which each individual practices, the hourly billing rate charged by Kramer Levin for services performed by such individual, the aggregate number of hours expended in this matter and fees billed therefor, and the year in which each professional was first licensed to practice law.

15. Annexed hereto as Exhibit “H” is a schedule specifying the categories of expenses for which Kramer Levin is seeking reimbursement and the total amount for each such expense category during the Final Interim Period.

16. Annexed hereto as Exhibit "I" is a schedule specifying the categories of expenses for which Kramer Levin is seeking reimbursement and the total amount for each such expense category during the period from February 6, 2001 through and including December 18, 2002.

17. Pursuant to Section II.D. of the UST Guidelines, annexed hereto as Exhibit "J" is a summary of Kramer Levin's time records billed during the Final Interim Period, including the utilization of project categories as hereinafter described.

18. Kramer Levin maintains computerized records of the time spent by all Kramer Levin attorneys and paraprofessionals in connection with the prosecution of the Debtors' chapter 11 cases. Subject to redaction for the attorney-client privilege where necessary to protect the Debtors' estates, copies of these computerized records will be furnished to the Court, the statutory creditors' committee and the United States Trustee for the Southern District of New York (the "United States Trustee") in the format specified by the UST Guidelines.

19. To the extent that time or disbursement charges for services rendered or disbursements incurred relate to the period from February 6, 2001 through and including December 18, 2002, but were not processed prior to the preparation of this Final Application, Kramer Levin reserves the right to request additional compensation for such services and reimbursement of such expenses in a supplement to this Final Application (the "Supplement"). Kramer Levin proposes that, subsequent to the hearing on this Final Application, it will provide the Court, the Debtors, the attorneys for the Committee, and the United States Trustee for the Southern District of New York with the Supplement and the time records and disbursements, prepared in the format specified by the Guidelines, that form the basis for the additional charges in the Supplement. If, within 15 days of the service of such records, no party upon whom such

records were served objects to the Supplement, Kramer Levin shall be entitled to receive payment for such fees and expenses from the Debtors' estate without further leave or notice of the Court.

20. Since the commencement of these cases, pursuant to the Administrative Order, Kramer Levin provides the Debtors with a monthly fee statement following the month for which compensation is sought. During the period from February 6, 2001 through and including December 18, 2002, Kramer Levin has provided the Debtors with twenty-three fee statements for each of the months between February, 2001 and December, 2002. With respect to such fee statements, Kramer Levin received payments totaling \$1,690,610.82.

Background

21. On February 6, 2001 (the "Petition Date"), the Debtors filed chapter 11 petitions with this Court. The Debtors are currently operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

22. The Debtors' retention of Applicant as special intellectual property counsel was approved by court order dated February 27, 2001. A copy of the order is attached hereto as Exhibit "K".

Retention of Applicant

23. The Debtors' retention of Applicant as special intellectual property counsel was approved by this Court pursuant to an order dated February 27, 2001. As set forth more fully in the Debtors' application to employ Kramer Levin, the Debtors selected Kramer Levin as their special intellectual property counsel in these chapter 11 cases in order to save the significant cost and time that would be required for new attorneys to become familiar with and

educated about the variety of intellectual property matters that Kramer Levin actively handled for the Debtors as their regular intellectual property counsel prior to the Petition Date. In addition, the Debtors invested a significant amount of time and money in familiarizing Kramer Levin with the Debtors' businesses, product lines and specialized billing requirements. Moreover, Kramer Levin has developed strong working relationships with the Debtors' personnel and foreign counsel.

Summary of Legal Services Rendered

24. During the period from February 6, 2001 through and including December 18, 2002, Kramer Levin spent a significant amount of time handling the administration of the Debtors' worldwide patent and trademark portfolio. Throughout this period, Kramer Levin has endeavored to work as efficiently and cost effectively as possible, including continuing to bill the Debtors for many matters in accordance with a fixed fee arrangement entered into prior to the Petition Date. Set forth below is a more specific summary of the services performed by Kramer Levin during the period February 6, 2001 through and including December 18, 2002.

A. Debtors' Patent Portfolio

25. Kramer Levin is responsible for the majority of the Debtors' patent portfolio in the United States and throughout the world. The administration of the worldwide patent portfolio includes when requested by Debtors, preparing patent applications for filing in the United States Patent and Trademark Office, coordinating the filing of related applications outside of the United States, preparing substantive responses to office actions from the United States and foreign Patent Offices and administering procedural actions required to keep the portfolio in force based on instructions from the Debtors. Currently, there are over 2,400 patent applications maintained in Kramer Levin's docketing system on behalf of the Debtors.

26. For the preparation of new United States patent applications and the filing of related applications outside the United States, Kramer Levin has a fixed fee arrangement with the Debtors that was in effect prior to the Petition Date and which remains in effect to date. Kramer Levin engages local counsel for each patent application filed outside of the United States.

27. On behalf of the Debtors, Applicant prepares substantive responses to official actions by Patent Offices. Preparation of such responses in order to obtain allowance of the application as a patent involves a Kramer Levin attorney drafting documents which address all of the reasons set forth by the respective Patent Office for denying the grant of a patent application.

28. The administration of the Debtors' patent portfolio includes responding to formalities requirements from the respective Patent Offices (e.g., providing a power of attorney or assignment) and the payment of maintenance fees, annuities or renewal taxes for pending patent applications and issued patents. Most Patent Offices require the payment of such fees at predetermined dates, generally based on the filing date of the patent application or the grant date of the patent. In order to administer the due data for substantive official actions and payments of required fees, Kramer Levin maintains a specialized docketing system that tracks all due dates and provides reminders prior to the due date for any action. This allows for instructions to be requested and received from the Debtors and timely action to be taken by Kramer Levin, including providing authorization to foreign counsel when required.

A. Debtors' Trademark Portfolio

29. Kramer Levin is responsible for a substantial portion of the Debtors' trademark portfolio outside of the United States. The administration of the worldwide trademark portfolio includes (i) preparing trademark and service mark applications for filing in U.S. and

foreign Trademark Offices as requested by the Debtors, (ii) preparing substantive responses to office actions from foreign Trademark Offices as requested by the Debtors, (iii) administering procedural actions required to keep the portfolio in force based on instructions from the Debtors, including recordal of assignments and address changes, and (iv) representing the Debtors in opposition/cancellation proceedings involving the Debtors' trademarks and service marks as requested by the Debtors.

30. For the preparation of new foreign trademark applications and the filing of related applications outside the United States, Kramer Levin has a fixed fee arrangement with the Debtors that was in effect prior to the Petition Date and which remains in effect to date. Kramer Levin engages and instructs local counsel for each trademark application filed outside of the United States.

31. Kramer Levin provides instructions, documents and information necessary for local counsel's preparation of technical and substantive responses to official actions of Trademark Offices on behalf of the Debtors.

32. The administration of the Debtors' trademark portfolio includes responding to formalities requirements from the respective Trademark Offices (e.g., providing a power of attorney or assignment) and the payment of maintenance fees, annuities or renewal taxes for pending trademark applications and registered trademarks and service marks. Most Trademark Offices require the payment of such fees at predetermined dates, generally based on the filing date of the trademark application or the registration date of the mark. In order to administer the due data for substantive official actions and payments of required fees, Kramer Levin maintains a specialized docketing system that provides reminders prior to the due date for

any action so that instructions are requested and received from the Debtors and timely action is taken by Kramer Levin, including providing authorization to foreign counsel when required.

A. Miscellaneous Matters

33. In addition to maintenance of the Debtors' patent and trademark portfolios, Applicant undertakes various other matters at the request of the Debtors. For example, Applicant analyzes third party patents in order to render patent infringement opinions on behalf of the Debtors. Applicant also conducts "watch notices" on behalf of the Debtors, which involves monitoring for publication or issuance of particular third party trademark and patent applications. Applicant also oversees any foreign trademark opposition/cancellation proceedings.

Summary of Disbursements

34. During the period from February 6, 2001 through and including December 18, 2002, Applicant incurred out-of-pocket expenses in connection with the services it rendered. Applicant submits that all such disbursements were necessarily incurred and reasonable in amount.

35. The majority of the disbursements incurred by Applicant on behalf of the Debtors are for U.S. Patent Office official fees (e.g., application filing fees) and charges from foreign counsel and foreign Patent and Trademark Office official fees associated with maintaining the Debtors' worldwide patent and trademark portfolio.

36. Applicant has also incurred costs, including but not limited to those for photocopying, on-line research services and telephone services.

The Requested Compensation and Reimbursement Should Be Allowed

37. Section 330 provides that a court may award a professional employed under section 327 of the Bankruptcy Code “reasonable compensation for actual necessary services rendered . . . and reimbursement for actual, necessary expenses.” 11 U.S.C. § 330(a)(1). Section 330 also sets forth the criteria for the award of such compensation and reimbursement:

In determining the amount of reasonable compensation to be awarded, the court should consider the nature, extent, and the value of such services, taking into account all relevant factors, including ---

- (A) the time spent on such services;
- (B) the rates charged for such services;
- (C) whether the services were necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of, a case under this title;
- (D) whether the services were performed with in a reasonable amount of time commensurate with the complexity, importance, and nature of the problem, issue, or task addressed; and
- (E) whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.

11 U.S.C. § 330(a)(3).

38. In the instant case, Applicant respectfully submits that the services for which it seeks compensation in this Final Application were necessary and beneficial for maximizing value in the Debtors’ estates. Applicant further submits that the compensation requested herein is reasonable in light of the nature, extent, and value of such services to the Debtors, their estates, and all parties in interest and should be allowed in all respects.

Conclusion

39. In sum, the services rendered by Applicant were necessary and beneficial to the Debtors' estates and were consistently performed in a timely manner commensurate with the complexity, importance, and nature of the issues involved. Applicant submits that approval of the compensation sought herein is warranted.

Statement of Applicant

40. With respect to Applicant's fee statements for the period from February 6, 2001 through and including December 18, 2002, Applicant received payments totaling \$1,690,610.82. Applicant is owed \$359,549.14 from the Debtors, including the 20% holdback, for services performed and disbursements incurred during the Final Interim Period and the 5% holdback for services performed and disbursements incurred during the First, Second and Third Interim Fee Periods.

41. No agreement or understanding exists between Applicant and any other person for a sharing of compensation received or to be received for services rendered in or in connection with these chapter 11 cases, nor shall Applicant share or agree to share the compensation paid or allowed from the Debtors' estates for such services with any other person.

Waiver of Memorandum of Law

42. Applicant respectfully requests that, because there are no novel issues of law presented by this Application, and in light of the case citations contained herein, the Court waive the requirement pursuant to Local Bankruptcy Rule 9013-1 that Applicant file a memorandum of law in support of this Application.

Notice

43. Notice of this Application has been provided to (i) the Office of the United States Trustee and (ii) counsel for the Debtors. Applicant submits that such notice is sufficient and that no other or further notice is necessary or required.

WHEREFORE, Applicant respectfully requests this Court enter an order authorizing (i) the allowance of final compensation in the amount of \$1,305,110.59 for professional services rendered by Applicant as special intellectual property counsel to the Debtors from February 6, 2001 through December 18, 2002, including the release of any amounts subject to a holdback during this case, (ii) reimbursement of actual and necessary disbursements incurred by Applicant during that same period in the amount of \$745,049.37 and (iii) such other and further relief as is just.

Dated: New York, New York
February 6, 2003

KRAMER LEVIN NAFTALIS & FRANKEL LLP

By: /s/ Jonathan S. Caplan

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