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**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re:

DIA DEB INTERNATIONAL, INC.,

Debtor.

Chapter 11

Case No. 11-13376 (MG)

**THIRD STIPULATION BETWEEN THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF DIA DEB INTERNATIONAL, INC., DIA
DEB INTERNATIONAL, INC. AND ROSENTHAL & ROSENTHAL, INC.
AGREEING TO AN EXTENSION OF TIME FOR THE COMMITTEE TO
PROSECUTE CLAIMS ON BEHALF OF THE DEBTOR'S ESTATE IN
RELATION TO THE CASH COLLATERAL ORDER**

The Official Committee of Unsecured Creditors of Dia Deb International, Inc. (the "Committee"), Dia Deb International, Inc. (the "Debtor") and Rosenthal & Rosenthal, Inc. ("Rosenthal," and together with the Debtor and the Committee, the "Parties"), hereby stipulate (the "Stipulation") as follows:

1. On September 8, 2011, the Bankruptcy Court entered that certain Final Order under Bankruptcy Code Sections 105, 361, 362, 363, 364 and 507(b) and Bankruptcy Rules 2002, 4001, 6004 and 9014 (I) Authorizing Debtor to Obtain Post-Petition Financing and Sell Receivables Pursuant to Factoring Agreement, (II) Authorizing Debtor to Use Prepetition

Collateral, and (III) Granting Adequate Protection (the "Cash Collateral Order") [Docket Entry No. 31].

2. The Cash Collateral Order, at paragraph 5 and elsewhere, contains various terms, conditions, waivers, stipulations, agreements, and the like (collectively, the "Debtor's Stipulations") between Rosenthal and Dia Deb International, Inc. (the "Debtor"). Cash Collateral Order, ¶ 5.

3. Paragraph 20 to the Cash Collateral Order provides that the Debtor's Stipulations, along with all of "[t]he Debtor's admissions, stipulations, and agreements contained in [the Cash Collateral] Order," will be binding on all interested parties—including the Committee—unless objected to by a party with requisite standing. Cash Collateral Order ¶ 20.

4. Paragraph 20 to the Cash Collateral Order further provides that any adversary proceeding contesting the Debtor's Stipulations or "(A) objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Obligations or Rosenthal's security interests in and liens upon the Collateral, or (B) otherwise asserting any defenses, claims, causes of action, counterclaims or offsets against Rosenthal or its respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys or advisors on behalf of the Debtor's estate" must be commenced within 60 days from entry of the Cash Collateral Order—*i.e.*, November 7, 2011, the "Time Period"—unless either Rosenthal consents to "any later date agreed in writing" or the Court enters an order extending the Time Period. Cash Collateral Order ¶ 20.

5. On or about October 21, 2011, Rosenthal and the Debtor entered into a stipulation to extend the Time Period—solely in favor of the Committee—by thirty (30) days, through and including December 7, 2011 (the "First Extended Time Period") [*See* Docket Entry No. 52].

6. On or about November 16, 2011, Rosenthal and the Debtor entered into a stipulation to extend the First Extended Time Period—solely in favor of the Committee—by thirty (30) days, through and including January 6, 2012 (the "Second Extended Time Period") [See Docket Entry No. 53]

7. Now, solely in favor of the Committee, Rosenthal and the Debtor have consented to extending the Second Extended Time Period by thirty (30) days, through and including February 3, 2012 (the "Third Extended Time Period").

8. The Parties agree that the Committee shall not be precluded or prejudiced from seeking further extensions of the Third Extended Time Period.

9. This Stipulation may be executed and delivered in any number of original or facsimile counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

10. The Bankruptcy Court shall retain jurisdiction over the Parties and this Stipulation, including, without limitation, for the purposes of interpreting, implementing, and enforcing its terms and conditions.

[Signature Page to Follow]

Dated: December 14, 2011

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Dated: December 13, 2011

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