

**EXHIBIT D**  
**ASSIGNMENT NOTICE**

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

-----  
In re: : Chapter 11  
: :  
ALSET OWNERS, LLC, *et al.*,<sup>1</sup> : Case No. 09-11960 (BLS)  
: (Jointly Administered)  
Debtors. :  
----- : **Hearing: August \_\_, 2009 @ \_\_: \_\_ PM (EST)**  
: **Objections: August \_\_, 2009 @ 4:00 PM (EST)**

**NOTICE OF (I) DEBTORS' REQUEST FOR AUTHORITY TO  
ASSUME, ASSIGN AND SELL CERTAIN EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES, AND (II) DEBTORS' PROPOSED CURE AMOUNTS**

**TO ALL COUNTERPARTIES TO EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES:**

In connection with the above-captioned debtors and debtors in possession (collectively, the "Debtors") pending Motion Of Debtors For Entry Of Orders Under 11 U.S.C. §§ 105(A), 363, And 365 And Federal Rules Of Bankruptcy Procedure 2002, 6004, 6006 And 9014 (I) (A) Approving Bidding And Auction Procedures, And Bidding Incentives For The Stalking Horse Bidder; (B) Approving Notice Procedures For The Solicitation Of Bids, An Auction, And The Assumption And Assignment Of Executory Contracts And Unexpired Leases; And (C) Scheduling An Auction For The Sale Of Substantially All Of Debtors' Assets; (II) Approving The Sale Of Substantially All Of The Debtors' Assets And Approving The Assumption and Assignment of Executory Contracts And Unexpired Leases; And (III) Granting Related Relief (the "Sale Motion") [Dkt. No. \_\_\_\_], the Debtors hereby provide notice of their intent to assume, assign and sell, pursuant to sections 363 and 365 of title 11 of the United States Code (as amended, the "Bankruptcy Code"), the executory contracts and unexpired leases (collectively, the "Assigned Contracts") identified on Schedule 1 annexed hereto, to Checkerco, Inc. ("Checkerco") as purchaser under that certain Asset Purchase Agreement dated as of June 5, 2009 (as amended to date, collectively with all schedules and exhibits thereto, the "Purchase Agreement") by and between the Debtors as sellers and Checkerco as buyer. Capitalized terms not otherwise defined in this notice shall have the meaning ascribed to such terms in the Sale Motion or Purchase Agreement, as applicable.

---

<sup>1</sup> The Debtors and the last four digits of their respective tax identification numbers are: Alset Owners, LLC, a Delaware limited liability company (7520); Altes, LLC, a Delaware limited liability company (6927); Setla, LLC, a Delaware limited liability company (6752); and Checkers Michigan, LLC, a Delaware limited liability company (8016). The Debtors' service address is Altes, LLC/Setla LLC, 1200 North Federal Highway, Boca Raton, FL 33432.

**PLEASE LOCATE YOUR NAME AND CONTRACT OR LEASE ON SCHEDULE 1. YOU SHOULD CONSULT SECTION I (CURE AMOUNT ASSOCIATED THEREWITH) AND SECTION II (NO CURE AMOUNT ASSOCIATED THEREWITH) BECAUSE YOUR NAME MAY APPEAR IN BOTH SECTIONS.**

Conditions to Effectiveness of Assumption and Assignment. By the Sale Motion, the Debtors are seeking authority to assume and assign some or all of the Assigned Contracts to Checkerco or to a competing bidder that becomes the Successful Bidder following an open auction process. The proposed assumption and assignment of each of the Assigned Contracts shall be effective only upon a closing (the “Closing Date”) of the sale(s) to Checkerco or another Successful Bidder(s) for the Debtors’ assets (hereafter, the “Purchaser”). The Assigned Contracts would be assumed and assigned if at all, pursuant to the terms and conditions of the applicable asset purchase agreement and sale order entered by the Bankruptcy Court.

Cure. All amounts, if any, the Debtors believe are required to cure any default under each Assigned Contract (“Cure Amounts”) are set forth on Schedule 1. On the Closing Date, or as soon thereafter as is reasonably practicable, you will be paid the Cure Amount owing under the Assigned Contract by the Purchaser. Other than the Cure Amounts, it is the Debtors’ position that there are no other defaults or amounts owing under the Contracts in connection with assumption and assignment.

Objections. Pursuant to an order of the Bankruptcy Court (the “Bidding Procedures Order”) entered on July \_\_, 2009 (Dkt. No. \_\_\_\_), objections, if any, to the proposed assumption and assignment of any Assigned Contract, including without limitation any objection to the Debtors’ proposed Cure Amount or the provision of adequate assurance of future performance pursuant to section 365(b)(1)(C) of the Bankruptcy Code (“Adequate Assurance”), must be: (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) filed with the Clerk of the Bankruptcy Court, 824 Market Street, Wilmington, Delaware 19801 on or before **August \_\_, 2009 at 4:00 p.m. (Eastern Time)** (the “Objection Deadline”); and (d) served so as to be received on or before the Objection Deadline by the following (collectively, the “Objection Notice Parties”): (a) counsel for the Debtors: Blank Rome LLP, The Chrysler Building, 405 Lexington Avenue, New York, NY 10174, Attn: Michael Z. Brownstein, Esq., Fax (212) 885-5001, and 1201 North Market Street, Suite 800, Wilmington, DE 19899, Attn: Bonnie Glantz Fatell, Esq. Fax: (302) 425-6464; (b) the Office of the United States Trustee, 844 North King Street, Suite 2207, Wilmington, DE 19801, Attn: Jane Leamy, Esq., Fax (302) 573-6497; and (c) counsel for Checkerco: Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, NY 10019-6064, Attn: Diane Meyers, Esq., Fax (212) 492-0808. The foregoing requirements are collectively referred to herein as the “Assigned Contract Objection Procedures.”

Pursuant to the Bidding Procedures Order, only those objections made in compliance with the Assigned Contract Objection Procedures will be considered by the Court at the Sale Hearing. If no objection is timely and properly filed and served in accordance with the Assigned Contract Objection Procedures, (a) the Cure Amount set forth in Schedule 1 attached to this Notice shall be controlling notwithstanding anything to the contrary in any Assigned Contract or other document and the nondebtor party to the Assigned Contract shall be forever barred from asserting any other claim arising prior to the assignment against the Debtors or the Purchaser as to such Assigned Contract and (b) the Purchaser’s promise to perform under the Assigned

Contract shall be deemed Adequate Assurance. To the extent the Debtors dispute any contract party's claim for a Cure Amount, such dispute shall be presented to the Bankruptcy Court at the Sale Hearing, or such later date and time as the Debtor, Purchaser, and the objector may agree or the Bankruptcy Court may order.

Sale Hearing. A hearing (the "Sale Hearing") will be held before The Brendan L. Shannon, United States Bankruptcy Judge, on **August \_\_, 2009 at 1:00 p.m. (Eastern Time)** in the United States Bankruptcy Court for the District of Delaware, 824 Market Street, Wilmington, Delaware 19801, to consider the relief requested in the Sale Motion, including, without limitation, the proposed assumption, assignment and/or sale of the Assigned Contracts. The Debtors may adjourn the Sale Hearing one or more times without further notice by making an announcement in open Court or by the filing of a hearing agenda pursuant to Bankr. D. Del. L.R. 9029-3 announcing the adjournment provided however, to the extent the Debtors seek to adjourn the Sale Hearing for more than 10 days, the Debtors will obtain the consent of Buyer, if applicable.

Modifications. The Debtors reserve the right, in their sole and absolute discretion, to (a) at any time prior to the Sale Hearing, amend their decision with respect to the proposed assumption and assignment of any Assigned Contract and provide you with a new notice amending the information provided in this notice; and (b) at any time prior to the closing of the transaction, to remove any Assigned Contract from Schedule 1 and provide notice thereof. Nothing contained herein or in Schedule 1 shall constitute or be deemed to constitute an admission or concession by any party, including the Debtors, that any Assigned Contract is an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code.

Documents. Copies of the Sale Motion, the Purchase Agreement, and the Bidding Procedures Order (including the Bidding Procedures approved by the Bankruptcy Court) may be examined by interested parties between the hours of 8:00 a.m. and 3:00 p.m. (Eastern Time) at the office of the Clerk of the Court, 824 Market Street, Wilmington, Delaware 19801, or by requesting such documents from undersigned counsel for the Debtors. Additionally, copies of the foregoing may be downloaded from the Court's docket at [www.deb.uscourts.gov](http://www.deb.uscourts.gov) or at [www.bmcgroup.com](http://www.bmcgroup.com).

Dated: July \_\_, 2009

**BLANK ROME LLP**

By: \_\_\_\_\_  
Bonnie Glantz Fatell (No. 3809)  
David W. Carickhoff (No. 3715)  
1201 North Market Street, Suite 800  
Wilmington, DE 19801  
Telephone: (302) 425-6400  
Facsimile: (302) 425-6464

-and-

Michael Z. Brownstein  
Rocco A. Cavaliere

The Chrysler Building  
405 Lexington Avenue  
New York, NY 10174  
Telephone: (212) 885-5000  
Facsimile: (212) 885-5001

PROPOSED ATTORNEYS FOR  
DEBTORS AND DEBTORS IN  
POSSESSION

**SCHEDULE "1"**

<b>Counterparty</b>	<b>Counterparty Address</b>	<b>Description of Contract or Lease</b>	<b>Cure Amount</b>