

Form PTO-1594 (Rev. 03/02) OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102342488

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Consolidated Marketing International **1-14-03**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

1. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Corporation-State
 Other: _____

Execution Date: June 1, 1998

2. Name and address of receiving party(ies)
 Name: Sweda Company, LLC
 Internal Address: _____
 Street Address: 475 E. Duarte Road
 City: Monrovia State: CA Zip: 91016

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Limited Liability Company (DE)
 If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
1,365,479

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Patricia Y. Torres, Esq.
 Internal Address: _____

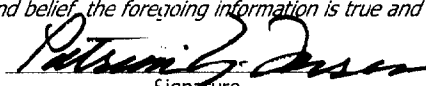
 Street Address: O'MELVENY & MYERS LLP
400 South Hope Street
 City: Los Angeles State: CA Zip: 90071-2899

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41)\$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Patricia Y. Torres, Esq.  January 13, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:

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40 documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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ASSET PURCHASE AGREEMENT

Relating to All or Substantially All of the

Assets of

Consolidated Marketing International

**DOUBLE SIDED PAGES
WERE ENCLOSED IN
THIS DOCUMENT**

INDEX

Page

1.	Closing Transactions	1
(a)	Transfer of Assets	1
(b)	Purchased Assets	1
(c)	Retained Assets	3
(d)	Assumption of Liabilities	3
2.	Purchase Price and Allocation	3
(a)	Purchase Price	3
(b)	Allocation	3
3.	Closing	4
4.	Representations and Warranties of Seller	4
(a)	Ownership and Delivery of the Purchased Assets and Execution and Effect of Agreement	4
(b)	Organization, Good Standing, Authority	4
(c)	Capitalization	4
(d)	Financial Statements; Seller Shareholders' Equity	5
(e)	Liabilities	5
(f)	No Adverse Change	5
(g)	Taxes	6
(h)	Title to Properties; Absence of Encumbrances	6
(i)	Real and Personal Property	6
(j)	Patents, Trademarks and Copyrights	7
(k)	Contracts, Leases and Commitments	7
(l)	Inventory	8
(m)	Accounts Receivable	8
(n)	Permits; Compliance with Laws	9
(o)	Employees	9
(p)	Employee Benefit Plans	9
(q)	Insurance	10
(r)	Litigation	10
(s)	Environmental Matters	11
(t)	Restrictions	11
(u)	Transactions with Affiliates	12
(v)	Business Plan	12
(w)	Books and Records	12
(x)	Improper Payments	12
(y)	Officers and Directors; Bank Accounts, etc.	12
(z)	Disclosure	13

11.	Restrictive Covenant	19
12.	Brokers	20
14.	Indemnification By Purchaser	20
15.	Further Provisions Regarding Indemnification	21
	(a) Survival	21
	(b) Limitations	21
	(c) Reductions	21
	(d) Defense	21
16.	Further Assurances	22
17.	Notices	22
18.	Entire Agreement	23
19.	Successors	23
20.	Paragraph Headings	23
21.	Other Discussions	23
22.	Fees and Expenses	24
23.	Severability	24
24.	Governing Law	24
25.	Counterparts	24
26.	Termination of Stock Purchase Agreement	24
27.	Arbitration	24

ASSET PURCHASE AGREEMENT (the "Agreement") dated as of June 1, 1998 among Sweda Company, LLC, a Delaware limited liability company ("Purchaser"), Consolidated Marketing International, a California corporation d/b/a Sweda Corporation (the "Seller") and Marvin Ruwin ("Ruwin") and Sherwin Zimring ("Zimring") (collectively, the "Seller Shareholders").

WITNESSETH:

WHEREAS, Seller Shareholders are the owners of 1,000 shares of the common stock, par value \$1.00 per share of Seller, with Ruwin owning 550 of such shares and Zimring owning 450 of such shares, (such 1,000 shares are hereinafter referred to as the "Shares"), constituting all of the issued and outstanding shares of capital stock of the Seller; and

WHEREAS, the Seller is engaged in the business of manufacture, sale and distribution of advertising specialty products (the "Business"); and

WHEREAS, Seller wishes to sell, and Purchaser wishes to purchase, the Business of Seller, which the parties agree shall be accomplished through a sale of all or substantially all of the assets of the Seller (other than the Retained Assets, as defined below) to Purchaser for the purchase price and upon the terms and subject to the conditions described below;

NOW, THEREFORE, in reliance on the representations, warranties and agreements and subject to the terms and conditions hereinafter set forth, the parties hereby agree as follows:

1. Closing Transactions.

(a) Transfer of Assets. At the Closing (as defined below), Seller shall sell, assign, transfer and deliver to Purchaser, and Purchaser shall purchase from Seller, all of the Purchased Assets (as defined below), but not the Retained Assets (as defined below), which shall be retained by the Seller and not be transferred or conveyed pursuant to this Agreement.

(b) Purchased Assets. The "Purchased Assets" means the Business and all assets and property of the Seller relating to the Business, real or personal, tangible or intangible, used or useful in connection therewith (other than the Retained Assets), including, without limitation, all of the Seller's right, title, and interest in, to, and under the following:

(i) all inventory, including, without limitation, all of Seller's right, title, and interest in and to all goods, used or useful in connection

- (x) all manufacturer's and seller's warranties made to the Seller in connection with the Business, and all rights of a successor employer for employment tax and unemployment insurance purposes (should Purchaser choose to avail itself thereof);
- (xi) all records which relate to operations such as diagrams, construction data, blueprints, instruction manuals, maintenance manuals, reports and similar documents used or useful in connection with the Business;
- (xii) all causes of action, complaints and rights currently in litigation or which could result in litigation which would or could benefit the Business; and
- (xiii) all goodwill of Seller arising out of or associated with the Business.

(c) Retained Assets. The "Retained Assets" means" (i) Seller's rights under this Agreement; (ii) the Seller's minute book and stock certificate book; and (iii) those assets listed on Schedule 1(c)(iii) attached hereto which shall include no more than \$4,000,000 of Accounts Receivable.

(d) Assumption of Liabilities. At Closing, Purchaser shall assume the liabilities, commitments and obligations of Seller set forth on Schedule 1(d) ("Assumed Liabilities"). Except for the Assumed Liabilities, Purchaser shall not assume, nor shall it be liable or obligated in any way for debts, liabilities, commitments, and/or obligations of the Seller of any kind or nature whatsoever, whether absolute or contingent, liquidated or unliquidated, and whether or not accrued, matured, known or suspected ("Retained Indebtedness"). Seller shall remain fully and solely liable with respect to all of the Retained Indebtedness.

2. Purchase Price and Allocation.

(a) Purchase Price. In full consideration for the Purchased Assets, Purchaser shall pay to Seller an aggregate purchase price (the "Purchase Price") equal to Seven Million Dollars (\$7,000,000). The Purchase Price shall be payable at the Closing by certified or official bank check or by wire transfer, as Purchaser may select.

(b) Allocation. All parties acknowledge and agree that the payment of the Purchase Price shall be allocated among the Purchased Assets in accordance with Exhibit 2(b). All parties agree to use the allocations contained in the Exhibit 2(b) for all purposes including preparing and filing any applicable tax returns and forms.

requiring the issuance or sale of any additional shares of stock or other securities of the Seller and no shares of stock or other securities of the Seller are reserved for issuance for any purpose. There are no agreements, commitments or restrictions relating to ownership or voting of any shares of stock or other securities of the Seller. The Seller has no subsidiaries and has no equity interest in any corporation, partnership, limited liability company, joint venture or other entity. Seller and the Seller Shareholders have conducted the Business only through the Seller.

(d) Financial Statements; Seller Shareholders' Equity.

(i) Seller and the Seller Shareholders previously have delivered or will deliver to Purchaser (x) the balance sheets of the Seller as at August 31, 1995, August 31, 1996 and August 31, 1997, and the related statements of operations and retained earnings and cash flow for the fiscal years then ended; such financial statements for the years ended August 31, 1995 and August 31, 1996 have been examined by Tanner Mainstay & Hoffer (collectively, the "Three-Year Financials"; the Seller's balance sheet as at August 31, 1997 is hereinafter referred to as the "1997 Balance Sheet" and, together with the related statements of operations and retained earnings and cash flow for the fiscal year then ended, the "1997 Financials") and (y) the unaudited balance sheet of the Seller as at April 30, 1998 (the "Unaudited Balance Sheet"), and the related unaudited statements of operations and retained earnings for the eight (8) months then ended (together with the Unaudited Balance Sheet, the "Unaudited Financials"). Each of the foregoing financial statements is complete and correct, is in accordance with the Seller's books and records, has been prepared in accordance with generally accepted accounting principles applied on a consistent basis, and presents fairly the financial position, results of operations and changes in financial position of the Seller as at the dates and for the fiscal years indicated.

(ii) Since August 31, 1997, the Seller has not declared or paid any dividends or distributions to its stockholders other than as set forth on Schedule 4(d)(iii).

(e) Liabilities. All liabilities of the Seller (whether accrued, unmatured, contingent, or otherwise and whether due or to become due) are set forth or adequately reserved against on the face of the 1997 Balance Sheet and the Unaudited Balance Sheet in each case in accordance with generally accepted accounting principles consistently applied, except for liabilities incurred since August 31, 1997 (with respect to the 1997 Balance Sheet), since April 30, 1998 (with respect to the Unaudited Balance Sheet) in the ordinary course of business as theretofore conducted, which are not materially adverse to the operations or prospects of the Seller's business. Seller and the Seller Shareholders know of no basis for the assertion against the Seller of any other liability or loss contingency.

(f) No Adverse Change. Since August 31, 1996, Seller has operated its business diligently and only in the ordinary course of business as theretofore conducted, and there has been no: (i) material adverse change in the business, properties, assets, liabilities,

with any applicable agreements and restrictive covenants and conform to all applicable legal requirements (as defined in subparagraph 4(t) below) including those relating to the environment, health and safety, land use and zoning, and all work required to be done by the Seller or any of the Seller Shareholders as landlord or tenant has been duly performed. No condemnation or other proceeding is pending or, to the knowledge of Seller or the Seller Shareholders, after due investigation, threatened, which would affect the use of any such property by the Seller. Schedule 4(i)-2 hereto contains a complete and correct list and brief description of all equipment, machinery, computers, furniture, leasehold improvements, vehicles and other personal property owned or leased by the Seller and all interests therein. The Seller's buildings and other structures, equipment and other assets (whether leased or owned) are in good operating condition and repair, subject to ordinary wear and tear.

(j) Patents, Trademarks and Copyrights. A list and brief description of all trademarks, service marks, trade names, brands, copyrights and patents which are presently being used or have since August 31, 1992, been used in the Business, all applications for registration and registrations for such trademarks, copyrights and patents, and all licenses, contracts, rights and arrangements with respect to the foregoing, are set forth in Schedule 4(j) hereto. Seller will furnish to Purchaser true and complete copies of each of the foregoing. Except as set forth in Schedule 4(j), the Seller owns the entire, unencumbered right, title and interest to all such properties free and clear of all claims, and, except as set forth in Schedule 4(j), no rights or licenses to others have been granted with respect to any of such properties. Except as set forth in Schedule 4(j), all filings and other action necessary to perfect the full legal right of the Seller in the United States and all foreign countries specified by Purchaser to the foregoing have been effected. Except as set forth in Schedule 4(j), the Seller owns or possesses the right to use all the trademarks, service marks, trade names, brands, copyrights, patents, franchises, permits and licenses, and rights with respect to the foregoing, necessary for the conduct of its business as now conducted, and, to the knowledge of Seller and the Seller Shareholders, without any conflict with or infringement of the rights of others. Except as set forth in Schedule 4(j), the Seller has not received notice of any claimed conflict with respect to any of the foregoing. Seller and the Seller Shareholders have no knowledge of any default or alleged default or state of facts which with notice or lapse of time or both would constitute a default on the part of any party in the performance of any obligation to be performed or paid by any party under any licenses, contracts, agreements or arrangements referred to in or submitted as a part of Schedule 4(j).

(k) Contracts, Leases and Commitments. Seller will furnish to Purchaser true copies of the contracts, leases and commitments listed in Schedule 4(k)-1 hereto, including summaries of the terms of any unwritten commitments. Except as set forth in Schedule 4(k)-1: (1) the Seller (and to the knowledge of the Seller and each Seller Shareholder), the other parties thereto have complied in all material respects with such contracts, leases and commitments, all of which are valid and enforceable; (2) such contracts, leases and commitments are in full force and effect and there exists no event or condition which with or without notice or lapse of time would be a default thereunder, give rise to a right to accelerate or terminate any

Closing. Seller's accounts receivable arose in the ordinary course of business for goods or services delivered or rendered, constitute only valid, undisputed claims, are not subject to counterclaims or setoffs and have been or will be collected at their aggregate recorded amounts less the amount of the applicable reserve for doubtful accounts in the ordinary course of business without resort to litigation.

(n) Permits; Compliance with Laws. The Seller holds the governmental licenses, permits and authorizations listed in Schedule 4(n) hereto which, except as set forth in that Schedule, are valid and unimpaired, will be unaffected by a transfer of all of the Purchased Assets to Purchaser, and constitute all of the licenses, permits and authorizations required for the ownership or occupancy of its properties and assets and the operation of its business. The Business is and has been operated in compliance therewith and all laws and regulations (federal, state, local and foreign) applicable to Seller and the Business, and all required reports and filings with governmental authorities have been properly made. The consummation of the transactions contemplated by this Agreement will not give rise to any liability of the Seller for severance pay or termination pay. Within the past five years, the Seller has not entered into any agreement with, had any material dispute with, or, to the knowledge of Seller and each Seller Shareholder, been investigated by, any governmental authority, community group or other third party that could restrict the operation of its business in a materially adverse manner.

(o) Employees. Schedule 4(o) hereto contains a list of the names, office locations, compensation and years of credited service for severance, vacation and pension plan purposes of all full- and part-time employees of the Seller as at January 1, 1998; a list of all pension, retirement, profit-sharing, deferred compensation, option, bonus, medical, insurance and other benefit or incentive plans covering such employees; a description of all employee "perks" or other benefit practices not set forth in such plans or in agreements listed in Schedule 4(k)-1 hereto; and a description of the Seller's severance pay policy. Except as disclosed on Schedule 4(k)-1 hereto, neither Seller nor the Seller Shareholders knows of any efforts within the last three years to attempt to organize the Seller's employees, and no strike or labor dispute involving the Seller has occurred during the last three years or, to the knowledge of each Seller, is threatened. No key employee of the Seller has indicated that he is considering terminating his employment. The Seller has complied with applicable wage and hour, equal employment, safety and other legal requirements relating to its employees. Except as set forth in Schedule 4(o), neither the Seller nor any member of any affiliated group of which the Seller was at any time a member, has ever maintained or currently maintains any "employee benefit plan" subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Neither the Seller nor its predecessors has ever contributed to or otherwise participated in or has been required to contribute to or otherwise participate in any "multiemployer plan", as defined in Section 4001(a)(3) of ERISA. The Seller has not withdrawn from any such employee benefit plan or multiemployer plan prior to the date hereof.

(p) Employee Benefit Plans. Schedule 4(o) contains a true and complete list of each employee pension benefit and welfare plan (each a "Plan" and, collectively, the "Plans")

the Seller Shareholders are not aware of any proposed legal requirement that might adversely affect in any material respect the operation or prospects of the Business.

(s) Environmental Matters. The Seller's business, assets and properties are and have been operated and maintained in compliance with all applicable federal, state and local environmental protection laws and regulations (the "Environmental Laws"). No event has occurred which, with or without the passage of time or the giving of notice, or both, would constitute a non-compliance by the Seller with, or a violation by the Seller of, the Environmental Laws. No real property owned, leased, occupied or used by the Seller contains any underground storage tanks, asbestos, polychlorinated biphenyls, solid wastes or other hazardous substances, as such terms are defined in the Environmental Laws. Neither Seller nor any of its predecessor companies has caused or permitted to exist, as a result of an intentional or unintentional act or omission, a disposal, discharge or release of solid wastes, pollutants or hazardous substances, as such terms are defined in the Environmental Laws, on or from any site which currently is or formerly was owned, leased, occupied or used by the Seller or any predecessor company, except where such disposal, discharge or release was pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state and/or local governmental agency. Schedule 4(s) hereto contains a complete and correct list of the name and location of each site which is listed, or proposed for listing, on the National Priorities List pursuant to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq., or on a registry or inventory of inactive hazardous waste sites maintained by any state (i) which currently is or formerly was owned, leased, occupied or used by the Seller or any predecessor company or (ii) with respect to which the Seller or any predecessor company has received notice that it is considered to be a potentially responsible person.

(t) Restrictions. The authorization, execution, delivery and performance of Seller's Documents and the consummation of the transactions contemplated hereby and thereby do not and will not (1) violate any of the provisions of the Seller's Articles of Incorporation or By-Laws, or (2) other than as set forth on Schedule 4(k)-1, violate, conflict with, result in a breach of or constitute a default under, require any notice or consent under, give rise to a right of termination of, or accelerate the performance required by, any terms or provisions of any agreement, instrument or writing of any nature to which the Seller or a Seller Shareholder is a party or is bound, or any of their assets or business is subject, or (3) violate, or result in a breach of, conflict with, or require any notice, filing or consent under, any statute, rule, regulation or other provision of law, or any order, judgment or other direction of a court or other tribunal, or any other governmental requirement, permit, registration, license or authorization applicable to the Seller, any of the Seller Shareholders or any of their assets or business (collectively, "Legal Requirements"), or (4) result in the creation of any lien, claim, encumbrance or restriction on any of the Seller's assets or properties. The Seller is not party to any non-compete or similar agreement which in any way restricts the operation of the Seller's business.

persons holding such cards. No person or entity holds any general or special power of attorney from the Seller.

(z) Disclosure. No representation, warranty or other statement by Seller or any of the Seller Shareholders herein or in any other of Seller's Documents or made in connection with Seller's Documents, contains or will contain an untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading. Neither Seller nor any of the Seller Shareholders is aware of any matter that could reasonably be expected to have a materially adverse effect on the Seller's business or prospects that has not been disclosed in writing to Purchaser.

5. Representations and Warranties of Purchaser. Purchaser represents, warrants and agrees that:

(a) Organization and Good Standing. Purchaser is duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to own and lease its assets and properties and to conduct its business as now being conducted.

(b) Execution and Effect of Agreement. Purchaser has the full right, power and authority to enter into and perform this Agreement and all other agreements, certificates and documents executed or delivered or to be executed or delivered by Purchaser in connection herewith (collectively, with this Agreement, "Purchaser's Documents"). The execution, delivery and performance by Purchaser of Purchaser's Documents have been duly authorized by all necessary action of Purchaser. This Agreement has been duly executed and delivered by Purchaser and Purchaser's Documents are (or when executed and delivered by Purchaser will be) legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms.

(c) Restrictions. The authorization, execution, delivery and performance of Purchaser's Documents and the consummation of the transactions contemplated hereby and thereby do not and will not (1) violate any of the provisions of the limited liability company agreement of Purchaser, (2) violate, conflict with, result in a breach of or constitute a default under, require any notice or consent under, give rise to a right of termination of, or accelerate the performance required by, any terms or provisions of any agreement, instrument or writing of any nature to which Purchaser is a party or is bound or any of its assets or business is subject, or (3) violate, conflict with or result in a breach of, or require any notice, filing or consent under, any statute, rule, regulation or other provision of law, or any order, judgment or other direction of a court or other tribunal, or any other governmental requirement, permit, registration, license or authorization applicable to Purchaser.

of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

(c) Supplements. If any representation, warranty or statement of Seller, or any of the Seller Shareholders, or any schedule delivered to Purchaser, shall be or become incorrect, Seller and/or the Seller Shareholders shall deliver to Purchaser a supplement in order that said representation, warranty, statement, or schedule, as so supplemented, shall be true and correct. It is understood and agreed that the delivery of such a supplement to Purchaser shall not in any manner constitute a waiver by Purchaser of any of its rights under this Agreement unless Purchaser elects to complete the transactions contemplated hereby notwithstanding such supplement.

(d) Schedules. Seller shall as soon as practicable deliver to Purchaser the Schedules contemplated hereby.

7. Covenants of Purchaser. Purchaser covenants and agrees that between the date hereof and the Closing Purchaser will not take any action which would cause any of the representations and warranties made by it in Purchaser's Documents not to be true and correct in all material respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

8. Conditions Precedent to Obligations of Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions, any of which may be waived by Purchaser in writing, and Seller and the Seller Shareholders shall use their best efforts to cause such conditions to be fulfilled:

(a) Representations and Warranties. Each of the representations and warranties of Seller and the Seller Shareholders in Seller's Documents shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date.

(b) Performance of Seller and Seller Shareholders. Seller shall have performed and complied in all material respects with all agreements, covenants and conditions required by Seller's Documents to be performed or complied with by Seller and the Seller Shareholders at or before the Closing.

(c) Delivery of Bill of Sale. Seller shall have delivered to Purchaser the Bill of Sale in the form attached hereto as Exhibit 8(c).

(d) Employment Agreements. Marvin Ruwin, Sherwin Zimring and any other key managers (including Michael White) selected by Purchaser shall have entered into an

(l) Financing. Purchaser shall have obtained financing (the "Financing") for the acquisition on terms and conditions reasonably satisfactory to it.

(m) Release of Liens. Purchaser shall have received evidence (the "Release Evidence") reasonably satisfactory to Purchaser, of the termination of all loan agreements, security agreements and notes, the termination and release of all liens and security interests in collateral, and the termination of any UCC financing statements, including without limitation the UCC financing statements listed on Schedule 4(h) hereto.

(n) Limited Liability Company Agreement. The limited liability company agreement of Purchaser (or an amended or restated version thereof) mutually acceptable to The Seidler Company, LLC, the Seller Shareholders and Michael White shall have been executed.

9. Conditions Precedent to Obligations of Seller and the Seller Shareholders. The obligations of Seller and the Seller Shareholders to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions, any of which may be waived by Seller and the Seller Shareholders in writing, and Purchaser shall use its best efforts to cause such conditions to be fulfilled:

(a) Representations and Warranties. The representations and warranties of Purchaser in Purchaser's Documents shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though the same had been made on and as of the Closing Date.

(b) Performance by Purchaser. Purchaser shall have performed and complied in all material respects with the agreements, covenants and conditions required by Purchaser's Documents to be performed or complied with by them at or before the Closing.

(c) Purchase Price. The Purchase Price shall have been paid as provided in subparagraph 2(a) above.

(d) Employment Agreement. Purchaser shall have entered into the Employment Agreement(s).

(e) Opinion of Purchaser's Counsel. Purchaser shall have delivered to Sellers an opinion of Proskauer Rose LLP, counsel to Purchaser, dated the Closing Date, in a form satisfactory to Seller.

(f) Certificate. Seller shall have received a certificate executed by Purchaser, dated the Closing Date, certifying, in such detail as Seller may reasonably request, as to the fulfillment of the conditions set forth in subparagraphs (a) and (b).

(vi) The Release Evidence, as provided for in subparagraph 8(m) hereof.

(vii) Such other documents, instruments and certificates as Purchaser or its counsel shall reasonably deem necessary to transfer the Purchased Assets to Purchaser.

(b) Purchaser's Deliveries. At the Closing, Purchaser shall deliver or cause to be delivered to Seller the following:

(i) The Purchase Price, by certified or official bank check or by wire transfer, as Purchaser may select.

(ii) The Employment Agreement(s) referred to in subparagraph 9(d) hereof, duly executed by Purchaser.

(iii) The opinion of Proskauer Rose LLP, counsel to Purchaser, referred to in subparagraph 9(e) hereof.

(iv) The certificate referred to in subparagraph 9(f) hereof.

(v) The Lease Agreement referred to in subparagraph 9(h) hereof, duly executed by the Seller.

11. Restrictive Covenant. The parties acknowledge that the Seller carries on the Business throughout North America, Europe and Asia (the "Territory"), that following the Closing Purchaser will distribute and market or intend to distribute and market products throughout the Territory, that Purchaser's customers and sales representatives are or will be located throughout the Territory, that a substantial portion of the value of the Purchased Assets and the Business of the Seller being purchased is the goodwill the Seller has built up in the Territory and the ability of Purchaser and Purchaser's other subsidiaries to expand their operations within the Territory, and that Purchaser would not be purchasing the Purchased Assets but for such goodwill and ability to expand. Accordingly, for five years after the Closing Date or (12) months after the termination of their respective Employment Agreements, whichever is later, neither of the Seller Shareholders nor any affiliates thereof shall: (a) directly or indirectly, in any part of the Territory, engage or be interested (whether as owner, partner, lender, consultant, employee, agent, supplier, distributor or otherwise) in any business, activity or enterprise which competes with any aspect of the business being conducted by the Seller, including without limitation any business that markets or distributes advertising specialty products competitive with Purchaser; (b) directly or indirectly solicit the employment or engagement of any person who is then (or was at any time within two years prior to the time of such employment, engagement or offer thereof) an employee, sales representative or agent of the Seller; or (c) solicit any business from any person or entity that has

15. Further Provisions Regarding Indemnification.

(a) Survival. All representations, warranties, indemnities, covenants and agreements made by Seller, the Seller Shareholders and Purchaser in Seller's or Purchaser's Documents as the case may be, shall survive the Closing, notwithstanding any examination or investigation made by or for any party.

(b) Limitations. Notwithstanding the foregoing, neither Seller nor the Seller Shareholders, on the one hand, nor Purchaser, on the other (Seller and the Seller Shareholders, on the one hand, and Purchaser on the other, each is sometimes hereinafter referred to in this paragraph 15 as a "party") shall be entitled to indemnification for Losses arising out of matters referred to in subparagraphs 13(a) or 14(a), as applicable, unless it shall have given written notice to the other party, setting forth its claim for indemnification in reasonable detail, within two years after the Closing Date; provided, however, that the foregoing limitations on each party's indemnification obligation shall not apply to Losses arising out of or in connection with any misrepresentation or breach of any warranty made in subparagraphs 4(a), 4(c), 4(g), 4(p) and 4(s) and paragraph 12. Notwithstanding the foregoing, no party shall be entitled to indemnification for Losses arising out of matters referred to in Sections 13(a) or 14(a) above, as applicable, unless and only to the extent that such Losses exceed Two Hundred Thousand Dollars (\$200,000) provided, however, that such limitation shall not apply to the representations and warranties set forth in 4(d), 4(f) and 4(m). In no event shall the aggregate liability of the Seller and the Seller Shareholders arising out of the transactions contemplated hereby exceed the Purchase Price.

(c) Reductions. Amounts payable to an indemnified party for Losses under paragraphs 13 and 14 hereof shall be reduced by (a) insurance proceeds actually received by the indemnified party, if any, with respect to the Loss and (b) any net tax benefits from a net reduction in Federal, state, local or foreign income or franchise tax liability actually realized by the indemnified party solely by reason of the claim for which indemnification is sought by the indemnified party and, in computing such net tax benefits, taking into account any tax payable by the indemnified party as a result of the satisfaction of the indemnification obligation by the indemnifying party, the receipt of insurance proceeds by the indemnified party, and any other matters arising out of the Loss which resulted in an increase in taxes payable by the indemnified party. The indemnified Loss shall be increased by the amount, if any, by which the indemnified party's annual insurance costs increase as a result of the payment of the insurance proceeds described in clause (a) for the first 5 years of the premium increase.

(d) Defense. If an indemnified party shall receive notice of a claim asserting Losses for which it is indemnified under this Agreement, it shall promptly notify the indemnifying party. The failure to notify the indemnifying party shall not relieve the indemnifying party from its indemnity, except to the extent its defense of the action is actually prejudiced. The indemnifying party may, at its cost and expense, participate in the defense of such action and may assume the defense with counsel satisfactory, in the exercise of reasonable

If to Purchaser:

Peter Seidler
Sweda Company, LLC
c/o The Seidler Company, LLC
515 So. Figueroa Street, Suite 1100
Los Angeles, CA 90071

Attn: Peter Seidler

With a copy to:

Proskauer Rose LLP
2049 Century Park East, Suite 3200
Los Angeles, California 90067

Attn: Thomas Dollinger, Esq.

Any party may change its address for future notices by notice to the other parties as aforesaid.

18. Entire Agreement. This Agreement (which includes the schedules and exhibits hereto) and the Confidentiality Agreement dated September 2, 1997 sets forth the parties' final and entire agreement with respect to its subject matter and supersedes any and all prior understandings and agreements. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by a written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, change or waiver is sought.

19. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns; provided, however, that neither this Agreement nor any right or obligation hereunder may be assigned or transferred, except that Purchaser may assign this Agreement and its rights hereunder to any direct or indirect wholly-owned subsidiary of Purchaser and to financial institutions providing financing for the transaction.


20. Paragraph Headings. The paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

21. Other Discussions. Unless this Agreement shall have been terminated, neither Seller nor the Seller Shareholders shall consider or entertain any other offers for, or hold discussions with any person regarding, the acquisition of any assets or capital stock of the Seller.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

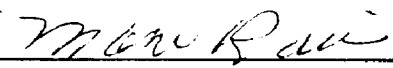
PURCHASER:

SWEDA COMPANY, LLC

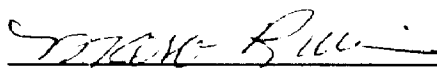
By: 
Peter Seidler
Vice President

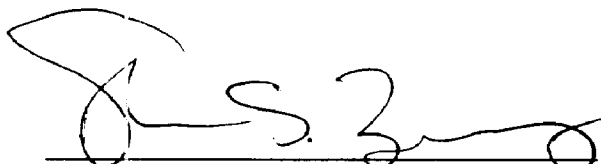
SELLER:

CONSOLIDATED MARKETING INTERNATIONAL dba
Sweda Corporation

By: 
Name: _____
Title: President

SELLER SHAREHOLDERS


Marvin Ruwin


Sherwin Zimring

BILL OF SALE

THIS BILL OF SALE is dated June 1, 1998 and executed by Consolidated Marketing International, a California corporation, dba Sweda Corporation ("Seller"), in favor of Sweda Company, LLC, a Delaware limited liability company ("Acquisition").

A. Seller, Acquisition, Sherwin Zimring and Marvin Ruwin have entered into an Asset Purchase Agreement dated concurrently herewith (the "Agreement"), providing for the transfer by Seller to Acquisition of the Purchased Assets (as defined therein).

B. The Agreement requires Seller to execute this Bill of Sale in favor of Acquisition evidencing the transfer of the Purchased Assets.

NOW, THEREFORE, Seller does hereby declare that for and in consideration of the amounts payable to Seller as provided in the Agreement, the mutual covenants, conditions, and promises provided for in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby bargain, sell, transfer, assign, and convey unto Acquisition, its successors and assigns, the Business (as defined in the Agreement) and all assets and property of Seller, real or personal, tangible or intangible, including, without limitation, all of Seller's right, title and interest in, to, and under the following (but excluding the "Retained Assets" as defined in the Agreement):

- i) all inventory, including, without limitation, all of Seller's right, title, and interest in and to all goods, used or useful in connection with the Business including, without limitation, all that property described on Schedule 4(l) of the Agreement;
- ii) all accounts receivable of Seller arising out of or in connection with the Business, including, without limitation, all that property described on Schedule 4(m) of the Agreement;
- iii) all leasehold interests, improvements, and fixtures thereon and interest therein, used or useful in connection with the Business;
- iv) all equipment, machinery, computers, software, furniture, trade fixtures, vehicles, and other personal property used or useful in connection with the Business, whether owned, leased, or otherwise held by Seller, including, without limitation, all that property set forth on Schedule 4(i)-2 of the Agreement;


Seller and Acquisition shall cooperate and take such actions, and execute such other documents, at the Closing or subsequently, as either may reasonably request in order to carry out the provisions or purpose of this Agreement.

All schedules attached to this Bill of Sale and referred to herein are hereby incorporated into this Bill of Sale by this reference.

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale in favor of Acquisition as of the date first written above.

"Seller"

CONSOLIDATED MARKETING
INTERNATIONAL,
a California corporation, dba Sweda Corporation

By: 
Name: Sherman Zimmering
Title: V.P.

SCHEDULE 1(c)(iii)
(Retained Assets)

Seller's accounts receivable in an amount not to exceed Four Million Dollars (\$4,000,000); employee advances as set forth on the May 31, 1998, balance sheet; and prepaid federal and California income tax as set forth on the May 31, 1998, balance sheet.

SCHEDULE 1(d)
(Assumed Liabilities)

Liability to employees for accrued vacation pay in the amount of \$89,000; liabilities under the contracts and agreements set forth on Schedule 4(k)-1 which are payable on or after the closing; liabilities incurred in the ordinary course of business for goods ordered prior to the closing but not yet booked as accounts payable in accordance with Seller's past practices; \$6,000 of accrued printing costs (representing one-half of this accrued expense); \$2,000 of accrued excise tax (representing one-third of this accrued expense); and customer's deposit as set forth on the May 31, 1998, balance sheet.

SCHEDULE 4(a)
(Claims Against Purchased Assets)

Please refer to Schedule 4(h), which is hereby incorporated herein by this reference.

SCHEDULE 4(b)
(Qualification)

None.

SCHEDULE(d)(iii)
(Distributions to Stockholders)

None.

SCHEDULE 4(i)-1
(Real Property)

The Company leases the property located at 475 East Duarte Road, Monrovia, California 91016, pursuant to an oral lease, from Marvin Ruwin, Sherwin Zimring and Michael D. White. This oral lease will be cancelled as of the closing, and replaced by the lease referred to in the Asset Purchase Agreement.

The aforementioned property is approximately 2.5 acres, and contains an M-1 industrial building of approximately 75,000 square feet.

SCHEDULE 4(i)-2
(Personal Property)

Please refer to "List of Office Furnitures and Equipments" and related depreciation schedules as of August 31, 1997, copies of which are attached hereto and which are hereby incorporated herein by this reference.

CONSOLIDATED MARKETING INTL
DBA SWEDA
LIST OF OFFICE FURNITURES & EQUIPMENTS

=====

TELEPHONE SYSTEM

=====

QTY	DESCRIPTION
1	PANASONIC EM SS336 SYSTEM WITH 64 UNITS

OFFICE FURNITURES:

=====

QTY	DESCRIPTION
40	OFFICE DESKS
108	WORK STATIONS
149	OFFICE CHAIRS
1	CONFERENCE TABLE
1	SMALL CONFERENCE TABLE
40	FILE CABINETS
2	GREEN RECEPTION SOFAS
2	DISPLAY CABINETS

COMPUTERS

=====

QTY	DESCRIPTION
1	MAINFRAME HARDWARE TOPLINE
1	SOFTWARE ADVANCE PICK
60	COMPUTER TERMINAL
6	IBM PC COMPATIBLE
17	MACINTOSH

EQUIPMENT

=====

QTY	DESCRIPTION
1	TIME CARD MACHINE
7	COPIER MACHINES
	TOSHIBA 2532
	TOSHIBA 2050
	ADLER ROYAL 2045
	ADLER ROYAL 2240
	ADLER ROYAL 2022
	SHARP SF 7900
	MITA DC 1205
3	FAX MACHINES

CONSOLIDATED MARKETING INTL

DBA SWEDA

LIST OF OFFICE FURNITURES & EQUIPMENTS

=====
1995 FORD TAURUS (C/O NICKI SVIHUS)
1996 FORD TAURUS

CONSOLIDATED MARKETING INTERNATIONAL
 SCHEDULE: TELEPHONE SYSTEM
 ACCOUNT NO. 1510-01
 FYE AUGUST 31, 1997

DATE ACQUIRED	METHOD/ LIFE	COST	FYE	DEPRECIATION	ACCUMULATED DEPRECIATION
TELEPHONE SYSTEM					
PANASONIC EMSS336					
64 UNITS					
06-07-93	DDB/5YRS	24,093	08-31-93	1,205	1,205
			08-31-94	9,155	10,360
			08-31-95	5,493	15,853
			08-31-96	3,296	19,149
			08-31-97	2,636	21,785
TOTAL				21,785	

CONSOLIDATED MARKETING INTERNATIONAL
 SCHEDULE: MACHINERY AND EQUIPMENT
 ACCOUNT NO. 1512-01
 FYE AUGUST 31, 1997

	DATE ACQUIRED	METHOD/ LIFE	COST	FYE	DEPRECIATION	ACCUMULATED DEPRECIATION
MACHINERY & EQUIPMENT						
	06-29-93	DDB/5YRS	22,460	08-31-93	1,123	1,123
				08-31-94	8,535	9,658
				08-31-95	5,121	14,779
				08-31-96	3,073	17,852
				08-31-97	2,457	20,309
					20,309	
MACHINERY & EQUIPMENT						
	08/02/93	DDB/5YRS	70,559	08-31-93	3,528	3,528
				08-31-94	26,812	30,340
				08-31-95	16,087	46,427
				08-31-96	9,652	56,079
				08-31-97	7,719	63,798
					63,798	
EQUIPMENT (CHK NO. 1213/1238)						
	10/07/93	DDB/5YRS	4,269	08-31-93	2,605	2,605
				08-31-94	582	3,187
				08-31-95	433	3,620
				08-31-96	260	3,880
				08-31-97	183	4,063
					4,063	

CONSOLIDATED MARKETING INTERNATIONAL
 SCHEDULE: LEASEHOLD IMPROVEMENTS
 ACCOUNT NO. 1521-01
 FYE AUGUST 31, 1997

DATE ACQUIRED	METHOD / LIFE	COST	FYE	DEPRECIATION	ACCUMULATED DEPRECIATION
					198
GRAND TOTAL					
		2,500	08-31-93	30	30
		65,855	08-31-94	79	109
		65,855	08-31-95	354	463
		69,782	08-31-96	1,801	2,264
		69,782	08-31-97	1,805	4,069
				4,069	

CONSOLIDATED MARKETING INTERNATIONAL
 SCHEDULE: OFFICE EQUIPMENT
 ACCOUNT NO. 1513-01
 FYE AUGUST 31, 1997

DATE ACQUIRED	METHOD/ LIFE	COST	FYE	DEPRECIATION	ACCUMULATED DEPRECIATION
TRITECH COPY MACHINE					
09/29/87	DDB/5YRS	2,345	08/31/93		2,345
TRITECH COPY MACHINE					
03/10/82	DDB/5YRS	1,917	08/31/93		1,917
FAX MACHINE					
11/16/87	DDB/5YRS	527	08/31/93		527
FOLDING MACHINE					
06/07/90	DDB/7YRS	900	08/31/93		900
OFFICE EQUIPMENT					
01/10/91	DDB/5YRS	2,684	08/31/93		2,684
OFFICE EQUIPMENT					
11/16/92	DDB/5YRS	10,000	08/31/93	3,500	3,500
			08/31/94	2,600	6,100
			08/31/95	1,560	7,660
			08/31/96	1,101	8,761
			08/31/97	1,101	9,862
				9,862	

CONSOLIDATED MARKETING INTERNATIONAL
 SCHEDULE: COMPUTER EQUIPMENT
 ACCOUNT NO. 1514-01

=====

DATE ACQUIRED	METHOD/ LIFE	COST	FYE	DEPRECIATION	ACCUMULATED DEPRECIATION
---------------	-----------------	------	-----	--------------	-----------------------------

=====

COMPUTER EQUIPMENT

06/10/88	DDB/5	7,727	08/31/94 08/31/95	0	7,727 7,727
08/10/88	DDB/5	24,880	08/31/94 08/31/95	0	24,880 24,880
08/09/89	DDB/7	3,728	08/31/94 08/31/95 08/31/96	333 165	3,230 3,563 3,728
03/13/89	DDB/7	18,145	08/31/94 08/31/95 08/31/96	722 159	17,264 17,986 18,145
01/24/89	DDB/7	16,000	08/31/94 08/31/95 08/31/96	1,429 714	13,856 15,285 15,999
IBM PC					
03/19/93	DDB/7	3,000	08/31/94 08/31/95 08/31/96 08/31/97	612 367 339	1,470 2,082 2,449 2,788
MACINTOSH					
06/01/93	DDB/7	10,900	08/31/94 08/31/95 08/31/96	2,485 1,491	4,687 7,172 8,663

CONSOLIDATED MARKETING INTERNATIONAL
 SCHEDULE: COMPUTER EQUIPMENT
 ACCOUNT NO. 1514-01

DATE ACQUIRED	METHOD/ LIFE	COST	FYE	DEPRECIATION	ACCUMULATED DEPRECIATION
CANON COLOR LASER COPIER 500					
07/15/93	DDB/7	68,951	08/31/94	1,192	9,855
			08/31/94		29,649
			08/31/95	15,721	45,370
			08/31/96	9,432	54,802
			08/31/97	7,543	62,345
MACINTOSH					
08/29/93	DDB/5	9,512	08/31/94	3,615	4,091
			08/31/95	2,169	6,260
			08/31/96	1,301	7,561
			08/31/97	1,041	8,602
MAC QUADRA 6508/230					
07/15/94	DDB/5	4,535	08/31/94	4,535	4,535
CANON CLC 550 (SOFTWARE)					
09/16/94	DDB/5	31,463	08/31/96		24,761
			08/31/97	2,681	27,442
CANON CLC 550					
09/26/94	DDB/5	5,000	08/31/96		2,600
			08/31/97	960	3,560

SCHEDULE 4(j)
(Patents, Trademarks and Copyrights)

In April 1997, Marvin Ruwin filed a patent application with the United States Patent Office entitled "Loan Payment Calculator With Programmed Buttons". This invention and the patent application were assigned by Mr. Ruwin to the Company concurrently with the filing of the patent application.

Please see Schedule 4(k)-1 for a listing of those agreements where the Company is a licensee of intellectual property rights. All such license agreements are hereby incorporated in this Schedule 4(j) by this reference.

The only trade name or trademark (registered or unregistered) used by the Company is the trademark "Sweda". This is a registered trademark.

SCHEDULE 4(k)-1
(Contracts, Leases and Commitments)

The Company is a party to the following:

1. License Agreement, dated as of October 15, 1996, with Doron Shafir, Giora Shafir, and M. H. Segan limited partnership, re: United States Patent No. 4,514,920 entitled "Display Module".
2. License Agreement, dated as of June 1, 1997, with SE Kaps Instruments, Inc. re: United States Patent No. 5,101,368, "The 1 Step Conversion Calculator" ("Conv Calc") for the ASI market in the United States. This contract expired by its express terms on May 31, 1998.
3. Factoring Agreement, dated as of February 16, 1996 the "Factoring Agreement"), with NationsBanc.
4. Sales Representative Agreement with Nikki Svihus (letter effective as of December 31, 1996).
5. Sales Representative Agreement with Montclair Marketing Group (letter dated January 31, 1996).
6. Sales Representative Agreement with Lori Henson (handwritten, effective as of March 24, 1997).
7. Sales Representative Agreement with Steven J. Weisbaum (handwritten, effective as of May 23, 1997).
8. Sales Representative Agreement with Paul Hart (handwritten, undated).
9. Sales Representative Agreement with Scott Whitesell (letter dated July 10, 1997).
10. Three new Sales Representative Agreements previously provided to Lori Wood of Seidler.
11. Monthly Commitment Contract Scheduled Project Management, dated January 9, 1997, with ABBA Computer Systems.
12. Amendment to Business Bank Card Services and Security Agreement, dated April 15, 1997, with Wells Fargo Bank. This requires consent to assignment.

SCHEDULE 4(k)-2
(Customers and Suppliers)

Please refer to list previously provided to Seidler, a copy of which is attached hereto and which is hereby incorporated herein by this reference.

SCHEDULE 4(D)
(Inventory)

May 31, 1998

Please refer to "Inventory Value Report", dated ~~September 2, 1997~~, a copy of which is attached hereto and which is hereby incorporated herein by this reference.

Of the Company's current inventory, an amount not greater than \$151,000 is discontinued or slow-moving. This inventory is itemized on the "Inventory Value Report", dated January 19, 1998, a copy of which is attached hereto and which is hereby incorporated herein by this reference.

JUN-02-1998 14:47

CISLO & THOMAS

Int. Cl.: 14



Prior U.S. Cl.: 27

United States Patent and Trademark Office

Reg. No. 1,362,679

Registered Oct. 18, 1998

**TRADEMARK
PRINCIPAL REGISTER**

SWEDA

**CONSOLIDATED MARKETING INTERNA-
TIONAL (CALIFORNIA CORPORATION)
529 WEST ADAMS BOULEVARD
LOS ANGELES, CA 90016**

**FIRST USE 5-26-1980, IN COMMERCE
7-15-1982**

SER. NO. 922,417, FILED 11-13-1984.

**FOR: CLOCKS AND WATCHES, IN CLASS 14
(U.S. CL. 27)**

**ROBERT PEVERADA, EXAMINING ATTOR-
NEY**

26-23-1988 25:02 PM JUN 22-1988 14:48

FROM P. A. S. LIP 026-004-0000

CISLO & THOMAS



PATENT AND TRADEMARK OFFICE
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
WASHINGTON, D.C. 20231

REGISTRATION NO. 1368479

SERIAL NO. 73/508447

PAPER NO.
MAILING DATE: 07/15/91

MARK: SWEDA

REGISTRANT: CONSOLIDATED MARKETING INTERNATIONAL

CORRESPONDENCE ADDRESS:

DONALD M. CISLO
CISLO & THOMAS
233 WILSHIRE BOULEVARD
SUITE 900
SANTA MONICA, CALIFORNIA 90401

RECEIVED JUL 19 1991

Please furnish the following
in all correspondence

1. Your phone number and zip code
2. Mailing date of the action.
3. Affidavit-Renewal Examiner's name.
4. The address of all correspondence
not containing fees should include
the words "Box 8"
5. Registration No.

RECIPT IS ACKNOWLEDGED OF THE SUBMITTED REQUEST UNDER:

SECTION 8 OF THE TRADEMARK STATUTE AND 37 CFR SECS. 2.161-2.166.

SECTION 15 OF THE TRADEMARK STATUTE AND 37 CFR SECS. 2.167-2.168.

YOUR REQUEST FULFILLS THE STATUTORY REQUIREMENTS AND HAS BEEN ACCEPTED.

F. A. Pfohl

FRANCES A. PFOHL
AFFIDAVIT-RENEWAL EXAMINER
TRADEMARK EXAMINING OPERATION
(703) 887-1988

TOTAL P. 04

TRADEMARK
REEL: 002652 FRAME: 0499

CONSOLIDATED MARKETING INTERNATIONAL
INVENTORY IN TRANSIT
MAY 31, 1998

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=====
INVOICE   ARR   INVOICE
DATE     DATE   NO.     VENDOR   AMOUNT
=====
05/22/98 06/10/98 SD70307D   LIMAX     14,310.00
05/07/98 06/03/98 UE9800043A UNION ELE    2,900.00
05/15/98 06/03/98 SD70307C   LIMAX     8,190.00
05/14/98 06/03/98 BX261C/98/00ELELUX 23,500.00
05/16/98 06/10/98 802920     SWEDA    100,876.00
05/23/98 06/17/98 803070     SWEDA   144,933.84
05/30/98 06/01/98 803440     SWEDA    54,375.49
-----
                          349,085.33
=====
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AFTER

FA-10700

INVENTORY VALUE REPORT ** 08:08:16 01 Jun 1993

DETAIL BY TAG NO.

FOR ALL WAREHOUSES

PAGE 1

PART NUMBER	DESCRIPTION	TAG NO.	AVG COST	QTY ON HAND	QTY IN RD	QTY SHD	INVENTORY VALUE
BLISTER			0.000	22,000	0		0.00
C100	PAPER PROOF		0.000	98,643	0	0	0.00
C101	SCREEN		0.000	14,295	0	0	0.00
C102	TYPE SLT		0.000	83,949	0	0	0.00
C103	PROTOTYPE		0.000	85,580	0	0	0.00
C104	ARTWORK FEE		0.000	94,252	0	0	0.00
C105	PERSONALIZATION		0.000	51,696	0	0	0.00
C106	IMPRINTING		0.000	95,236	0		0.00
C107	SCREEN & SET UP		0.000	98,277	0		0.00
C108	2ND COLOR		0.000	99,828,062	0	0	0.00
C109	ADDITIONAL POSITION		0.000	99,873,241	0	0	0.00
C111	SET UP		0.000	54,661	0	0	0.00
C113	LESS THEN MIN.		0.000	98,061	0	0	0.00
C114	ENGRAVING CHARGE		0.000	61,238	0	0	0.00
C115	REPEAT ORDER CHARGE		0.000	99,934	0		0.00
C116	ADDITIONAL COLOR		0.000	9,926,293	0		0.00
C128	LOCAL CHARGE		0.000	312	0	0	0.00
C129	COLOR SEPARATE		0.000	49,808	0		0.00
C161	SCREEN		0.000	482,540	0		0.00
C171	SCREEN		0.000	487,739	0		0.00
C200	RANDOM SAMPLE		0.000	9,999,999	0		0.00
C201	DROP SHIP		0.000	62,258	0	0	0.00
C202	AIR FREIGHT		0.000	6,307,421	0	0	0.00
C204	POSTAGE		0.000	99,995	0		0.00
C205	SET TIME		0.000	59,828	0	0	0.00
C206	SHIPPING & HANDLING		0.000	476,343	0		0.00
C207	TOOLING		0.000	83,644	0	0	0.00
C301	BLISTER CARD		0.000	99,985	0		0.00
C302	CASE		0.000	96,177	0		0.00
C303	GIFT BOX		0.000	13,359	0	0	0.00
C304	JEFFY BAG		0.000	96,383	0	0	0.00
C308	DOUBLE SIDE TAPE		0.000	998,735	0		0.00
C309	FAD CHARGE		0.000	10,000,898	0		0.00
C401	BATTERY		0.000	99,818,781	0	0	0.00
C402	CATALOG		0.000	56,417	0	0	0.00
C404	FLYERS		0.000	97,921	0		0.00
C406	RACK		0.000	99,998	0		0.00
C407	STAND		0.000	99,894	0		0.00
C408	WALLET		0.000	99,972	0		0.00
C409	WATCH CATALOG		0.000	90,739	0		0.00
C410	CALCULATOR FLYERS		0.000	999,937	0		0.00
C501	TECHNICAL MANUAL		0.000	7,562	0		0.00
CALCULATOR			0.000	98,759,767	0	0	0.00
CLOCK			0.000	98,931,666	0	0	0.00
DIAL			0.000	499,625	0		0.00
PLATE			0.000	67,754	0		0.00
RADIO			0.000	43,540	0		0.00
RR201-DISC	ROTATING SEC. DISC FOR RR		0.200	1,994	0		398.80

TRADEMARK

REEL: 002652 FRAME: 0501

DETAIL BY TAG NO.
FOR ALL WAREHOUSES
PAGE 3

PART NUMBER	DESCRIPTION	TAG NO.	AVG COST	QY ON HAND	QTY IN AI	QTY BK1	INVENTORY VALUE
LC680	BATTERY CALCULATOR	1044	2.050	4,914	0	0	10,073.70
DT12	DESK TOP CALC.	1045	1.886	17,619	0	0	33,229.43
DT88	JUMBO DISPLAY DUAL POWER	1046	1.776	499	0	0	886.22
DT5000	DESK TOP CALC.	1047	2.208	12,374	0	0	27,321.79
DT68	MAGIC MESSAGE CALCULATOR	1048	3.966	2,094	0	0	8,304.80
DT28-WT	DUAL POWER CALC.	1049	1.840	1,473	0	0	2,710.32
DT22	DESKTOP CALC.	1050	2.151	764	0	0	1,643.36
DT36	DESK TOP BATTERY CALC.	1051	1.750	210	0	0	367.50
DT90	DESK TOP CALC. BATTERY OP	1052	1.600	166	0	0	265.60
DT38	MAGIC LOGO CALC.	1053	4.194	2,864	0	0	12,011.62
DT50	DESK TOP CALC.	1054	1.550	9,992	0	0	15,487.60
VP213-BK	PORTFOLIO-CALC. SET	1055	3.835	3,269	0	0	12,536.62
VF731	CD HOLDER	1056	2.000	1,713	0	0	3,426.00
VP213-BU	PORTFOLIO-CALC. SET	1057	5.250	1,176	0	0	6,174.00
VP211-BK	PORTFOLIO-CALCULATOR SET	1058	2.451	1,304	0	0	3,196.10
VP215-BK	SR. PORTFOLIO	1059	3.400	302	0	0	1,026.80
VP312-BK	PORTFOLIO-CALCULATOR SET	1060	4.435	1,533	0	0	6,798.86
VP311-BR	PORTFOLIO-CALCULATOR SET	1061	4.240	15	0	0	63.60
VP312-BU	PORTFOLIO-CALCULATOR SET	1062	5.312	1,195	0	0	6,347.84
VP323-BK	PORTFOLIO-CALCULATOR SET	1063	4.813	260	0	0	1,251.38
VP212-BK	PORTFOLIO-CALCULATOR SET	1064	4.210	1,836	0	0	7,729.56
VP612-BL	BUSINESS PORTFOLIO W/CALC	1065	2.200	2,032	0	0	4,470.40
VP612-BU	BUSINESS PORTFOLIO W/CALC	1066	2.200	998	0	0	2,195.60
VP612-GN	BUSINESS PORTFOLIO W/CALC	1067	2.200	1,178	0	0	2,591.60
VP214-BL	PORTFOLIO-CALC. SET	1068	3.700	502	0	0	1,857.40
VP214-GN	PORTFOLIO-CALC. SET	1069	3.700	442	0	0	1,635.40
VP214-BK	PORTFOLIO-CALCULATOR SET	1070	5.264	1,292	0	0	6,801.09
VP855-BK	ZIPPER PORTFOLIO	1071	5.175	1,022	0	0	5,288.95
VP803-BK	PORTFOLIO-COUNTRY CLUB SE	1072	3.851	568	0	0	2,187.37
VP802-BK	BUSINESS PORTFOLIO W/CALC	1073	3.848	1,068	0	0	4,109.66
VP805-BK	ZIPPER PORTFOLIO W/CALC.	1074	5.026	52	0	0	261.35
VP890	CALC.+PORTFOLIO SET	1075	2.150	5,560	0	0	11,954.00
LP400-BU/PH	LEATHER WALLET	1076	4.808	982	0	0	4,721.46
LP400-BK/PH	LEATHER WALLET	1077	4.791	826	0	0	3,957.37
LF500-BK/PH	LEATHER WALLET	1078	7.699	478	0	0	3,680.12
LF500-BU/PH	LEATHER WALLET	1079	7.672	956	0	0	7,334.43
LF300-BK/PH	LEATHER WALLET	1080	2.905	834	0	0	6,926.37
SC8003/PH	LEATHER WALLET FOR SC800	1081	0.900	5,475	0	0	4,980.00
RC84	9 INCH SOLAR RULER	1082	1.980	138	0	0	273.24
RC60	6" ACRYLIC RULER W/SOLAR	1083	2.050	1,235	0	0	2,531.75
VP130-BU	CHECK BOOK CALC.	1084	4.190	300	0	0	1,257.00
VP02/PH	POUCH FR VP02	1085	0.350	1,890	0	0	661.50
VF50	SOFT VINYL POUCH	1086	0.210	2,226	0	0	467.46
LP070-BU/PH	LEATHER WALLET	1087	1.736	489	0	0	348.90
LP280-BK/PH	LEATHER WALLET	1088	4.774	987	0	0	4,711.94
VP500-BK/PH	CHECKBOOK WALLET	1089	0.750	1,351	0	0	1,053.73
LP280-BU/PH	LEATHER WALLET	1090	4.778	920	0	0	4,395.76
VP070-BK/PH	VINYL MINI WALLET	1091	0.670	1,123	0	0	752.41

TRADEMARK

REEL: 002652 FRAME: 0502

DETAIL BY TAG NO.

FOR ALL WAREHOUSES

PAGE 5

PART NUMBER	DESCRIPTION	TAG NO.	AVG COST	QY ON HAND	QTY IN 91	QTY 91I	INVENTORY VALUE
K130-BK	AUTO FOCUS FLASH CAMERA	1140	0.000	13	0	0	0.00
K114	110 CAMERA	1141	0.560	3,619	0	0	2,026.64
K131-BK	35MM CAMERA W/FLASH	1142	3.498	1,181	0	0	4,131.14
K121-SL	35MM CAMERA	1143	0.950	313	0	0	297.35
K120-WT	35MM CAMERA	1144	1.500	4,621	0	0	6,931.50
K120-BK	35MM CAMERA	1145	1.461	8,387	0	0	12,253.41
TD202	3K MEMORY DATA BANK	1146	4.800	1,190	0	0	5,712.00
TD812	12K MEMORY DATA BANK	1147	7.600	1,141	0	0	8,671.60
TD924	24K MEMORY DATA BANK	1148	9.600	1,728	0	0	16,588.80
TD27	DATA BANK	1149	4.900	682	0	0	3,273.60
TD801	1K MEMORY DATA BANK	1150	3.505	2,811	0	0	9,852.56
TD98	1K MEMORY DATA BANK	1151	3.902	666	0	0	2,598.73
TD85	DATA BANK	1152	5.450	1,966	0	0	10,714.70
TD93	6 SEC MEMO RECDR W/3K MRY	1153	7.911	785	0	0	6,210.14
TD94	50 TEL. # DIALER	1154	8.076	277	0	0	2,237.05
TD82	3K MEMORY DATA BANK	1155	7.150	400	0	0	2,860.00
TD110	TELEPHONE DIALER	1156	4.700	1,482	0	0	6,965.40
TD120	SINGLE # PHONE DIALER	1159	2.300	645	0	0	1,483.50
TD81	2 # PHONE DIALER	1160	2.760	56	0	0	154.56
CS10-BK	CLIP PEDOMETER	1161	3.426	1,360	0	0	4,659.36
CS20	PULSE METER W/STOPWATCH	1162	7.200	151	0	0	1,087.20
CS50	PEDOMETER	1163	2.960	476	0	0	1,408.96
CS5	DISTANCE PEDOMETER	1164	3.650	23	0	0	83.95
CS1	PEDOMETER/CALC.	1165	5.100	27	0	0	137.70
AP20	31 APPOINTMENT REMINDER	1166	3.901	147	0	0	485.25
AP12-BK	CLIP CLK	1167	0.720	228	0	0	164.16
AP12-WT	CLIP CLK	1168	0.720	163	0	0	117.36
TD99	DATA BANK CALC.	1169	3.589	5,640	0	0	20,241.96
TD98	SCROLLING MESSAGE DATA BA	1170	4.752	3,716	0	0	17,658.43
TD86	10K MEMORY DATA BANK	1171	8.483	3,834	0	0	32,523.82
TD70	50 NAME DATA BANK	1172	2.800	3,018	0	0	8,450.40
WE1-CASE	MENS DIGITAL WATCH	1173	4.000	281	0	0	1,124.00
WE2-CASE	UNISEX DIGITAL WATCH	1174	4.169	71	0	0	296.00
ST33	COUNT DOWN WATCH	1176	7.498	173	0	0	1,297.15
DD90-BK	DIGITAL WATCH	1177	0.960	1,355	0	0	1,300.80
DD90-BL	DIGITAL WATCH	1179	0.973	26	0	0	25.30
DD53	LCD WATCH	1179	1.700	572	0	0	972.40
DD31	STOPWATCH	1180	1.000	225	0	0	225.00
DD61	DIGITAL WATCH	1181	0.834	479	0	0	399.49
DD60	DIGITAL WATCH	1182	1.694	187	0	0	316.78
DD20	PROMOTIOAL SPORT WATCH	1183	2.000	22	0	0	44.00
SSQ5-CASE	SPORTS ANALOG WATCH	1184	0.960	2,068	0	0	1,985.28
SSQ17-CASE	ANALOG WATCH	1185	2.611	730	0	0	1,906.03
SSQ77-CASE	DIVER STYLE SPORT WATCH	1186	3.500	281	0	0	983.50
SSQ22-CASE-BK	QTZ ANALOG WATCH (SKD FOR	1187	1.320	150	0	0	198.00
SSQ22-CASE-BL	QTZ ANALOG WATCH (SKD FOR	1189	1.550	68	0	0	105.40
SSQ20-CASE	SHEDATIME SPORT WATCH	1189	2.529	835	0	0	2,111.72
SSQ3-CASE-BK	BLACK CASE FR SSQ3	1190	1.357	6	0	0	8.14

TRADEMARK

REEL: 002652 FRAME: 0503

DETAIL BY TAG NO.
FOR ALL WAREHOUSES
PAGE 7

PART NUMBER	DESCRIPTION	TAG NO.	AVG COST	QY ON HAND	QTY IN RL	QTY SNL	INVENTORY VALUE
KX12BC-CASE	ANALOG WATCH SKD FORM	1245	3.751	120	0		450.12
JJ31-CASE	CASE FR JJ31	1246	3.695	495	0	0	1,829.03
JJ32-CASE	CASE FR JJ32	1247	3.410	555	0	0	1,892.55
JJ35-CASE	ANALOG WATCH SKD FORM	1248	5.402	585	0	0	3,160.17
JJ36-CASE	ANALOG WATCH SKD FORM	1249	4.930	388	0	0	1,912.94
JJ41	QTZ ANALOG WATCH	1250	4.300	2,960	0	0	12,728.00
JJ42-CASE	QTZ ANALOG WATCH	1251	2.982	474	0	0	1,413.47
JJ37-CASE	CASE FR JJ37	1252	4.976	323	0		1,607.25
JJ38-CASE	CASE FR JJ38	1253	4.257	224	0		953.57
EE75-CASE	ANALOG WATCH	1254	3.201	601	0		1,923.80
EE76-CASE	ANALOG WATCH	1255	3.297	386	0	0	1,272.64
EE3-CASE	CASE FR EE3	1256	4.464	793	0	0	3,539.95
EE4-CASE	CASE FR EE4	1257	4.166	619	0	0	2,578.75
EE5-CASE	CASE FR EE5	1258	3.591	755	0		2,711.21
EE6-CASE	CASE FR EE6	1259	2.550	774	0		1,973.70
EE15-CASE	QTZ CALENDAR WATCH W/2-TO	1260	3.968	1,007	0	0	3,995.78
EE16-CASE	QTZ CALENDAR WATCH W/2-T	1261	3.948	405	0	0	1,598.94
EE46-CASE	ANALOG WATCH (SKD FORM)	1263	5.713	32	0		182.82
EE65-CASE	ANALOG WATCH	1264	2.600	128	0		332.80
EE77-CASE	ANALOG WATCH	1266	6.580	275	0	0	1,809.50
EE78-CASE	ANALOG WATCH	1267	6.648	238	0	0	1,582.22
EE71-CASE	ANALOG WATCH	1268	9.423	134	0	0	1,262.68
EE72-CASE	ANALOG WATCH	1269	9.600	118	0	0	1,132.80
CC10-CASE	ANALOG WATCH	1273	1.720	207	0		356.04
CC15-CASE	ANALOG WATCH SKD FORM	1274	1.596	1,276	0	0	2,036.50
CC16-CASE	ANALOG WATCH SKD FORM	1275	1.281	405	0	0	518.81
CC37-CASE	CASE FR CC37	1276	1.796	734	0	0	1,318.26
CC38-CASE	CASE FR CC38	1277	1.601	788	0	0	1,261.59
CC3-CASE	CASE FR CC3	1278	1.547	2,297	0	0	3,553.46
CC4-CASE	CASE FR CC4	1279	1.281	587	0	0	751.95
CC13-CASE	ELITE SERIES ANALOG WATCH	1280	1.957	2,435	0	0	4,765.30
CC1-CASE	CASE FR CC1	1281	1.452	473	0	0	686.80
CC2-CASE	CASE FR CC2	1282	1.422	1,292	0	0	1,837.22
CC4BC-CASE	BLK CASE FR CC4	1283	1.543	1,592	0		2,456.46
AA11-CASE	LUXOR SERIES ANALOG WATCH	1284	4.181	606	0	0	2,533.69
AA12-CASE	LUXOR SERIES ANALOG WATCH	1285	4.459	467	0	0	2,171.53
AA13-CASE	MELODY SILVER ANALOG WATC	1286	5.632	418	0		2,354.18
AA14-CASE	MELODY SILVER ANALOG WATC	1287	6.350	325	0		2,063.75
AA17-CASE	SATIN SILVER ANALOG WATCH	1288	5.123	625	0	0	3,201.88
AA18-CASE	SATIN SILVER ANALOG WATCH	1289	6.350	389	0	0	2,470.15
AA33-CASE	LEGENDARY SERIES TITANIUM	1290	4.735	142	0	0	672.37
AA34-CASE	LEGENDARY SERIES TITANIUM	1291	5.164	1,091	0	0	5,633.92
BB11-CASE	QTZ ANALOG CALENDAR WATCH	1292	6.052	192	0	0	1,161.98
BB12-CASE	QTZ ANALOG CALENDAR WATCH	1293	6.174	58	0	0	358.09
EE31-SL	DUALTIME & MULTIFUNCTION	1294	9.900	219	0	0	1,949.10
EE31-GD	DUALTIME & MULTIFUNCTION	1295	9.500	242	0		2,299.00
PC61-SL	POCKET WATCH	1296	4.287	180	0	0	771.66
CC2-SL/CASE	ANALOG WATCH	1297	1.520	486	0		738.72

TRADEMARK

REEL: 002652 FRAME: 0504

DETAIL BY TAG NO.

FOR ALL WAREHOUSES

PAGE 9

FART NUMBER	DESCRIPTION	TAG NO.	AVG COST	BY ON HAND	QTY IN RI	QTY END	INVENTORY VALUE
CH90	BIG WALL WATCH	1346	3.750	845	0		3,168.75
MW36-BK	MILLENNIUM WALL CLK	1347	5.450	419	0		2,283.55
WSK100	WATCH KIT FOR 1998	1348	20.000	551	0	0	11,020.00
CSK1	CALC. KIT	1349	9.000	236	0		2,124.00
A55-GD	ANALOG DESK CLOCK	1350	5.703	4,260	0	0	24,294.78
A55-BK	ANALOG DESK CLOCK	1351	5.754	3,135	0		18,038.79
A20	SOLID ROSEWOOD DESK CLOCK	1352	15.516	287	0	0	4,453.09
A18	3 TIME ZONE CLOCK	1353	3.950	4,119	0	0	16,270.05
A11	PYRAMID CALENDAR CLOCK	1354	2.000	3,003	0		6,006.00
A12	ANALOG DESK CLOCK WITH CAL	1355	2.950	4,786	0		14,118.70
A13	ART DECORATION DESK CLOCK	1356	1.714	3,938	0	0	6,749.73
A17	JUMBO DIGITAL ACRYLIC DES	1357	2.787	1,568	0		4,370.02
A21-BK	ANALOG DESK CLOCK	1358	1.440	4,892	0	0	7,044.48
A21-SL	ANALOG DESK CLOCK	1359	1.440	4,892	0	0	7,044.48
A10	SOLID ROSEWOOD DESK CLOCK	1360	10.500	743	0		7,801.50
A14	CLASSIC ARCHED ROSEWOOD C	1361	11.650	849	0		9,879.20
A02-GD	ACRYLIC DESK CLOCK	1362	2.300	1,562	0	0	3,592.60
A02-BK	ACRYLIC DESK CLOCK	1363	2.310	2,020	0	0	4,666.20
CK2000	MILLENNIUM COUNT-DOWN CLO	1364	3.000	186	0	0	558.00
CK36	STORYBOOK CLOCK W/MOVING	1365	4.500	72	0	0	324.00
CK70	VIBRATION ALARM CLOCK	1366	4.950	98	0		485.10
CH91	WALL/DESK CLOCK WITH JUMB	1367	17.718	91	0		1,612.34
B90/BRASS	BRASS BASE/FRAME OF B90	1368	16.080	252	0		4,052.16
B70/BRASS	BRASS BASE OF B70	1369	14.070	52	0		731.64
B80/BRASS	BRASS BASE/FRAME OF B80	1370	14.070	112	0		1,575.84
B20	SOLID BRASS DESK CLOCK	1371	16.860	34	0		573.24
B30	SOLID BRASS DESK CLOCK	1372	11.240	19	0		213.56
B40	SOLID BRASS ANALOG CLK	1373	21.000	15	0		315.00
B60/BRASS	BRASS BASE/FRAME FR B60	1374	4.790	27	0		129.33
B50	BRASS CLOCK W/BUSINESS CA	1375	7.737	365	0		2,824.01
B55	BUSINESS CARD HOLDER CLOC	1376	5.500	2,502	0	0	13,766.50
B10	PICTURE FRAME CLOCK	1377	11.709	961	0	0	11,252.35
A95	ANALOG DESK CLOCK	1378	8.500	2,270	0	0	19,295.00
A98	ANALOG DESK CLOCK	1379	8.500	2,603	0	0	22,125.50
A38	RTZ ANALOG CLOCK	1380	9.700	215	0	0	2,085.50
A90	DESK CLOCK	1381	18.996	238	0		4,521.05
A96	SOLID BRASS DESK CLOCK	1382	19.990	297	0		5,937.03
A56-BK	ANALOG DESK CLOCK	1383	5.800	1,317	0	0	7,638.60
A56-SL	ANALOG DESK CLOCK	1384	5.800	2,001	0		11,605.80
A66	ANALOG DESK CLOCK	1385	6.150	1,421	0	0	8,739.15
A69	PLATINUM CLOCK	1386	6.150	766	0	0	4,710.90
A19	ANALOG DESK CLK W/ALARM	1387	3.300	1,069	0		3,593.70
A85	PYRAMID CLOCK	1388	11.607	630	0	0	7,312.41
A33-BK	DESK CLOCK	1389	3.316	3,838	0	0	12,726.81
A38-GD	DESK CLOCK	1390	3.398	5,885	0	0	19,997.23
A70	GENUINE WOOD CLK W/ALARM	1391	9.601	4,545	0	0	43,636.55
A75	ROSEWOOD/ALARM DESK CLK	1392	13.437	176	0	0	2,364.91
A81	BRASS BUSINESS CARD HOLDE	1393	3.700	251	0		928.70

TRADEMARK

REEL: 002652 FRAME: 0505

DETAIL BY TAG NO.

FOR ALL WAREHOUSES

PAGE 14

PART NUMBER	DESCRIPTION	TAG NO.	AVG COST	QY ON HAND	QTY IN RI	QTY ENI	INVENTORY VALUE
SM42-CASE	SPORT SERIES ANALOG WATCH	1587	8.300	243	0	0	2,016.90
SM41-CASE	SPORT SERIES ANALOG WATCH	1588	8.300	184	0	0	1,527.20
MVMT#369	MOVEMENT FR 3 HANDS WATCH	1589	1.540	8,446	0	0	13,006.84
MVMT#PC21A	MVMT FR PREMIERE WATCH	1590	1.469	29,673	0	0	43,589.64
MVMT#PC22	MVMT FR SWEDATRON LADIES'	1591	2.520	2,980	0	0	7,509.60
MVMT#PC32	MVMT FR SWEDATRON MEN'S W	1592	2.375	3,806	0	0	9,039.25
PC31-DIAL	DUST GLD DIAL FR PC31	1593	0.500	528	0	0	264.00
PC32-DIAL	DUST GLD DIAL FR PC32	1594	0.500	310	0	0	155.00
PC35-DIAL	DUST GLD DIAL FR PC35	1595	0.500	805	0	0	402.50
PC36-DIAL	DUST GLD DIAL FR PC36	1596	0.500	418	0	0	209.00
PC87-CASE	SHARP SERIES SQUARE ANALO	1597	8.700	179	0	0	1,557.30
PC85-CASE	SHARP SERIES SQUARE ANALO	1598	9.364	240	0	0	2,247.36
BB27-CASE	ANALOG WATCH-FOREVER COLL	1599	5.710	689	0	0	3,991.29
PC24-CASE	REGENT SERIES ANALOG WATC	1600	4.907	218	0	0	1,069.73
PC23-CASE	REGENT SERIES ANALOG WATC	1601	5.089	593	0	0	3,017.78
AA13X	MELODY SILVER ANALOG WATC	1602	6.000	84	0	0	504.00
AA14X	MELODY SILVER ANALOG WATC	1603	6.350	71	0	0	450.85
AA17X	SATIN SILVER ANALOG WATCH	1604	6.350	11	0	0	69.85
AA18X	SATIN SILVER ANALOG WATCH	1605	6.350	20	0	0	127.00
AA12X	LUXOR SERIES ANALOG WATCH	1607	6.000	31	0	0	186.00
BB27X	ANALOG WATCH-FOREVER COLL	1608	7.350	89	0	0	654.15
BB51X	ANALOG WATCH-FOREVER COLL	1609	11.280	75	0	0	846.00
BB55X	ANALOG WATCH-FOREVER COLL	1610	9.530	99	0	0	943.47
BB027X	GOLF WATCH/TEE-OFF COLLEC	1611	8.000	84	0	0	672.00
BBS27X	GOLF WATCH/TEE-OFF COLLEC	1612	8.000	72	0	0	576.00
DD17X	SCUBA DESIGN SPORT WATCH	1613	1.060	71	0	0	75.26
DD20X	PROMOTIONAL SPORT WATCH	1614	2.000	32	0	0	64.00
HH20X	ANALOG WATCH-CBROND SPORT	1617	14.150	75	0	0	1,061.25
HH51X	ANALOG WATCH-CBROND SPORT	1618	22.950	11	0	0	252.45
HH55X	ANALOG WATCH-CBROND SPORT	1619	21.600	99	0	0	2,139.40
PC4X	PREMIERE ELEGANT WATCH	1620	9.200	34	0	0	312.80
PC51X	WORLD SERIES ANALOG WATCH	1621	7.844	38	0	0	298.07
PC52X	WORLD SERIES ANALOG WATCH	1622	8.700	24	0	0	208.80
PC54X	WORLD SERIES ANALOG WATCH	1623	7.453	34	0	0	253.40
PC55X	WORLD SERIES ANALOG WATCH	1624	7.250	46	0	0	333.50
PC56X	WORLD SERIES ANALOG WATCH	1625	6.200	28	0	0	228.60
PC57X	WORLD SERIES ANALOG WATCH	1626	7.325	11	0	0	80.58
PC58X	WORLD SERIES ANALOG WATCH	1627	7.336	34	0	0	249.42
PC7X	PREMIERE ELEGANT WATCH	1628	8.400	40	0	0	336.00
PC85X	SHARP SERIES SQUARE ANALO	1629	9.038	10	0	0	90.38
PC87X	SHARP SERIES SQUARE ANALO	1630	8.700	6	0	0	52.20
PC8X	PREMIERE ELEGANT WATCH	1631	8.200	44	0	0	360.80
PS11X	ANALOG WATCH-DIAMANTE SER	1632	3.000	29	0	0	87.00
PS12X	ANALOG WATCH-DIAMANTE SER	1633	3.000	140	0	0	420.00
PS19X	ANALOG WATCH-DIVER DESIGN	1634	3.200	70	0	0	224.00
PS23X	ANALOG WATCH-GALAXY SERIE	1635	3.000	7	0	0	21.00
PS21X	ANALOG WATCH-GOLDEN WAVE	1636	3.000	10	0	0	30.00
PSM25X	ANALOG WATCH-DIAMANTE SER	1637	3.700	48	0	0	177.60

TRADEMARK

REEL: 002652 FRAME: 0506

DETAIL BY TAG NO.

FOR ALL WAREHOUSE

PAGE 12

PART NUMBER	DESCRIPTION	TAG NO.	AVG COST	QY ON HAND	QTY IN RI	QTY SNI	INVENTORY VALUE
DP103-GD	BRASS SPIN CLOCK	1490	6.731	1,037	0	0	6,980.05
CR203-BK	FROSTED CAPSULE SHAPED CL	1491	1.100	3,391	0	0	3,730.10
AQ70-WT	JUMBO SLIDING TRAVEL / DE	1492	2.762	1,558	0	0	4,303.20
AQ70-BK	JUMBO SLIDING TRAVEL / DE	1493	2.816	3,971	0	0	11,182.34
AQ71-WT	MINI TRAVEL ALARM W/FLASH	1494	1.748	2,768	0	0	4,838.46
AQ74-BK	TRAVEL ALARM W/FLASHLIGHT	1495	3.590	111	0	0	398.49
AQ44	HANDY TRAVEL ALARM CLK	1496	3.360	201	0	0	675.36
AQ15	ALARM CLOCK	1497	2.840	4,729	0	0	13,430.36
AQ76	SLIDING/ALARM CLK	1498	4.450	890	0	0	3,960.50
AQ77	DESK TOP ALARM CLOCK	1499	1.700	932	0	0	1,584.40
AQ85	ALARM CLK/FLASHLIGHT	1500	5.823	456	0	0	2,655.25
AQ18	FULL CALENDAR TRAVEL ALAR	1501	3.405	3,524	0	0	11,979.22
AQ38	TRAVEL ALARM CLOCK	1502	1.500	4,378	0	0	6,567.00
AQ95	ANALOG TRAVEL ALARM CLK	1503	2.239	4,370	0	0	9,784.43
AQ06-GD	BRASS DESK CLK	1504	3.000	715	0	0	2,145.00
A600	STREAMLINED TRAVEL ALARM	1505	3.815	772	0	0	2,945.18
AQ33	SAFETY LIGHT ALARM CLK	1506	4.420	1,606	0	0	7,098.52
AQ32	WORLD TIME CLK W/CALENDAR	1507	3.909	2,477	0	0	9,682.59
AQ12	TRAVEL ALARM CLOCK	1508	4.970	2,909	0	0	14,457.73
AQ34	ALARM CLOCK	1509	2.800	86	0	0	240.80
AQ50-GD	SLIDING TRVL ALARM CLK	1510	3.070	1,414	0	0	4,340.98
AQ22	TRAVEL WAVER	1512	1.950	685	0	0	1,335.75
AQ300	TALKING CLOCK	1513	4.520	161	0	0	727.72
AQ321	TALKING DESK CLK W/ALARM	1514	4.758	8	0	0	38.06
AQ340	TALKING TRAVEL ALARM	1515	3.600	3	0	0	10.80
AQ330	TALKG ALARM WATCH	1516	4.000	314	0	0	1,256.00
AQ331	TALKING ALARM WATCH	1517	2.713	35	0	0	94.96
AQ58	NIGHT LIGHT DISPLAY/ALARM	1518	2.850	1,865	0	0	5,315.25
AQ90	ALARM CLK W/FLASH LIGHT	1519	3.850	10	0	0	38.50
AQ59	TRAVEL ALARM CLOCK	1520	3.700	19	0	0	70.30
A32-SL	PLAQUE SHAPE WONDER CLK	1521	1.500	4,928	0	0	7,392.00
CR40/CLK	ANALOG CLK 1 R CR40/CR60	1522	3.750	248	0	0	930.00
CK62	MILLENNIUM CLOCK	1523	4.600	3,292	0	0	15,142.20
CK63	MILLENNIUM CLOCK	1524	4.850	973	0	0	4,719.05
CK65	COMPUTER STICK-ON CLOCK	1525	3.950	1,090	0	0	4,305.50
CK64	MILLENNIUM CLOCK	1526	4.300	753	0	0	3,237.90
CK60	FLIPPY TIME	1527	4.950	222	0	0	1,098.90
A32-GD	PLAQUE SHAPE WONDER CLK	1528	1.500	2,739	0	0	4,108.50
A31	ARCH SHAPE WONDER CLOCK	1529	1.602	4,424	0	0	7,087.25
CK51	MAGIC MESSAGE CLOCK	1530	3.700	2,758	0	0	10,204.60
CK29	ANALOG DESK CLOCK	1531	1.500	1,690	0	0	2,535.00
CK39	ANALOG DESK CLOCK	1532	2.300	3,304	0	0	7,599.20
CK35	MAGIC MESSAGE CLK	1533	3.868	557	0	0	2,154.48
CK31-BK	MAGIC LOGO DESK CLOCK	1534	2.751	5,157	0	0	14,186.91
CK1	EXECUTIVE DESK CLOCK	1535	6.951	3,545	0	0	24,641.30
CK2	SLIDING CALENDAR TRAVELER	1536	3.985	1,762	0	0	7,021.57
CR209-GD	EMERALD CUT CRYSTAL CLOCK	1537	0.780	9,450	0	0	7,371.00
CR209-SL	EMERALD CUT CRYSTAL CLOCK	1538	0.780	17,557	0	0	13,694.46

TRADEMARK

REEL: 002652 FRAME: 0507

DETAIL BY TAG NO.

FOR ALL WAREHOUSE:

PAGE 15

PART NUMBER	DESCRIPTION	TAG NO.	AVG COST	QY ON HAND	QTY IN RT	QTY ENI	INVENTORY VALUE
BB15BLX	ANALOG WATCH-FOREVER COLL	1638	9.406	94	0	0	884.16
MM3X	MEDALLION ETCHED ANALOG W	1639	7.350	23	0		169.05
PC3X	PREMIERE ELEGANT WATCH	1640	9.500	69	0		655.50
PS25X	ANALOG WATCH-DIAMANTE SER	1641	3.200	91	0	0	291.20
PS41X	ANALOG WATCH-DIVER DESIGN	1642	3.500	18	0	0	63.00
PSD47X	MEDALLION WATCH	1643	3.600	14	0		50.40
RC20X	ANALOG WATCH	1644	6.000	46	0	0	276.00
RC21X	SWEDA LIGHT WATCH	1645	9.250	26	0		240.50
RC22X	SWEDA LIGHT WATCH	1646	10.000	26	0		260.00
RC23X	SWEDA LIGHT WATCH	1647	8.587	61	0		523.81
RC24X	SWEDA LIGHT WATCH	1648	9.546	133	0		1,269.62
RC25X	STERLING LIGHT ANALOG WAT	1649	8.500	58	0		493.00
RC26X	STERLING LIGHT ANALOG WAT	1650	9.500	37	0		351.50
RC51X	UNIVERSAL LIGHT ANALOG WA	1651	9.725	23	0		223.68
RC52X	UNIVERSAL LIGHT ANALOG WA	1652	10.294	72	0		741.17
RC53X	UNIVERSAL LIGHT ANALOG WA	1653	9.450	145	0		1,370.25
RC54X	UNIVERSAL LIGHT ANALOG WA	1654	9.856	58	0		571.65
RC55X	UNIVERSAL LIGHT ANALOG WA	1655	9.508	21	0		199.67
RC56X	UNIVERSAL LIGHT ANALOG WA	1656	9.719	89	0		864.99
RC58X	UNIVERSAL LIGHT ANALOG WA	1657	9.650	37	0	0	357.05
RC77X	SWEDA LIGHT WATCH	1658	8.500	64	0	0	544.00
RR7X	ROTATING LOGO ANALOG WATC	1659	6.300	44	0		277.20
RRQ20X	SWEDATIME SPORT WATCH	1660	4.000	51	0	0	204.00
SG20X	SWEDA GLOW WATCH	1661	5.000	24	0		120.00
SG51X	UNIVERSAL GLOW ANALOG WAT	1662	9.160	18	0		164.88
SG52X	UNIVERSAL GLOW ANALOG WAT	1663	9.873	33	0		292.81
SG53X	UNIVERSAL GLOW ANALOG WAT	1664	8.651	41	0		354.69
SG54X	UNIVERSAL LIGHT ANALOG WA	1665	8.650	109	0		942.85
SG55X	UNIVERSAL GLOW ANALOG WAT	1666	8.651	51	0		441.20
SG56X	UNIVERSAL GLOW ANALOG WAT	1667	9.650	36	0		311.40
SG57X	UNIVERSAL GLOW ANALOG WAT	1668	8.522	69	0		588.02
SG59X	UNIVERSAL GLOW ANALOG WAT	1669	8.450	97	0		819.65
SG77X	SWEDA POWERGLOW WATCH	1670	6.955	63	0		438.17
SG78X	SWEDA POWERGLOW WATCH	1671	6.900	92	0		634.80
SG88X	SWEDA GLOW WATCH	1672	8.500	117	0		994.50
SG99X	SWEDA GLOW WATCH	1673	3.800	45	0		396.00
SM41X	SPORT SERIES ANALOG WATCH	1674	8.500	14	0		119.00
SM42X	SPORT SERIES ANALOG WATCH	1675	8.500	30	0		255.00
SM43X	SPORT SERIES ANALOG WATCH	1676	8.500	62	0		527.00
SM44X	SPORTS SERIES ANALOG WATC	1677	8.500	39	0		331.50
SM63X	ANALOG WATCH-MASTER COLLE	1678	6.800	97	0		659.60
SM67X	ANALOG WATCH-MASTER COLLE	1679	6.800	97	0		659.60
SMD63A	GOLF WATCH-MASTER COLLECT	1680	7.500	87	0	0	652.50
SMD67X	GOLF WATCH-MASTER COLLECT	1681	6.696	78	0	0	522.29
SMS63X	GOLF WATCH-MASTER COLLECT	1682	7.500	70	0	0	525.00
SMS67X	GOLF WATCH-MASTER COLLECT	1683	7.500	97	0		727.50
SSQ17X	ANALOG WATCH	1684	3.500	34	0	0	119.00
SSQ20X	SWEDATIME SPORT WATCH	1685	3.350	120	0	0	402.00

TRADEMARK

REEL: 002652 FRAME: 0508

INVENTORY IN COOP AND RELEASE PROGRAM

ITEM #	TAG #	SO #	QUANTITY	PRICE	SUBTOTAL	
EE1	1718		32148	73	6.54	\$477.42
KK41	1719		35508	49	4.20	\$205.80
KK42	1720		35818	62	4.20	\$260.40
RR201BC	1721		36094	27	4.95	\$133.65
KK42	1722		36224	219	4.20	\$919.80
KK41	1723		37069	49	4.20	\$205.80
JJ41	1724		37401	100	4.20	\$420.00
NN33	1725		37505	47	4.75	\$223.25
EE16	1726		37564	25	6.90	\$172.50
ST3	1727		37636	100	9.00	\$900.00
SSQ5	1728		37884	110	2.65	\$291.50
EE71	1729		38539	50	9.70	\$485.00
NN76	1730		38949	50	4.75	\$237.50
TT3	1731		38960	50	6.80	\$340.00
SSQ1	1732		38993	33	2.60	\$85.80
RC23	1733		39172	80	8.40	\$672.00
RC24	1734		39172	15	9.40	\$141.00
CCR2	1735		39186	25	2.95	\$737.50
NN1	1736		39220	140	4.75	\$665.00
KK3	1737		39339	50	3.65	\$182.50
KK4	1738		39339	50	3.65	\$182.50
KK3	1739		39365	26	3.65	\$94.90
KK4	1740		39365	76	3.65	\$277.40
CC1	1741		39809	50	2.95	\$147.50
CC2	1742		39809	50	2.95	\$147.50
NN33	1743		39956	200	4.75	\$950.00
PC14	1744		40155	24	7.20	\$172.80
SSQ1	1745		40179	150	2.60	\$390.00
NN1	1746		40386	50	4.75	\$237.50
NN66	1747		40456	28	4.75	\$133.00
KK1	1748		40473	50	3.65	\$182.50
KK2	1749		40473	100	3.65	\$365.00
SSQ1	1750		40482	28	2.60	\$72.80
EE83	1751		40705	75	9.70	\$727.50
JJ41	1752		40734	100	4.20	\$420.00
RR204	1753		40735	50	4.95	\$247.50
PC12	1754		40892	15	7.50	\$112.50
CC38	1755		41024	40	3.70	\$148.00
CC7	1756		41111	50	3.60	\$180.00
KK4	1757		41161	25	3.65	\$91.25
TT4	1758		41185	38	6.85	\$260.30
NN33	1759		41322	50	4.75	\$237.50
NN1	1760		41352	50	4.75	\$237.50
KK11	1761		41397	25	3.65	\$91.25
CC37	1762		41398	25	2.95	\$73.75

INVENTORY IN COOP AND RELEASE PROGRAM

JJ36	1809	43945	58	6.35	\$368.30
SG88	1810	43972	100	7.40	\$740.00
CC1	1811	44152	100	2.95	\$295.00
RR204	1812	44162	50	4.95	\$247.50
RR203	1813	44199	50	4.95	\$247.50
RR201	1814	44234	50	4.95	\$247.50
SG88	1815	44245	200	7.40	\$1,480.00
RRQM20	1816	44272	250	4.20	\$1,050.00
PC57	1817	44326	125	7.15	\$893.75
CC13	1818	44362	50	2.95	\$147.50
NN33	1819	44378	100	4.75	\$475.00
NN33	1820	44428	50	4.75	\$237.50
NN1	1821	44519	50	4.75	\$237.50
CW86-BK	1822	44533	300	2.11	\$633.00
AA1	1823	44547	50	5.59	\$279.50
PC53	1824	44560	100	7.15	\$715.00
PC54	1825	44560	100	7.15	\$715.00
NN33	1826	44596	250	4.75	\$1,187.50
PCD33	1827	44628	90	6.95	\$625.50
CC2	1828	44668	25	2.95	\$73.75
GG2	1829	44798	100	5.89	\$589.00
SG88	1830	44880	38	7.40	\$281.20
GG1	1831	44973	125	5.89	\$736.25
EE15	1832	46792	76	6.90	\$524.40
EE16	1833	46792	105	6.90	\$724.50
VP213-BU	1834	SO046	48	3.83	\$183.84
VP902-BK	1835	SO047	100	4.25	\$425.00
VP805-BK	1836	SO061	37	5.02	\$185.74
VP802-BL	1837	SO063	50	3.83	\$191.50
VP912-BK	1838	SO066	161	5.10	\$821.10
VP805-BK	1839	SO095	40	5.02	\$200.80
VP902	1840	SO41091	14	4.25	\$59.50
LW61	1846	SOTHOMAS	1130	7.50	\$8,475.00
VP612-BL	1850	MPS109	250	3.30	\$825.00
VP612-GN	1851	MPS109	270	3.30	\$891.00
JJ31	1852	44751	50	4.85	\$242.50
RRQ20	1853	43644	185	4.20	\$777.00
CCD3	1854	44642	865	3.45	\$2,984.25
CCD4	1855	44642	335	3.45	\$1,155.75
DD80	1856	43995	1000	0.96	\$960.00
				TOTAL =	\$63,277.02

May 30, 1997 **SCHEDULE 4(m)**
(Accounts Receivable)

5/98

Please refer to "AR Aging Report In Detail by Customer Name for ~~09/97~~ For All Warehouses", dated ~~August 30, 1997~~, a copy of which is attached hereto and which is hereby incorporated herein by this reference. This lists all of the Company's accounts receivable.

Please refer to "Aging Report Accounts Receivable", dated ~~October 2, 1997~~ ^{May 30, 1997} ~~(but as of August 31, 1997)~~, a copy of which is attached hereto and which is hereby incorporated herein by this reference. This lists those accounts receivable which are subject to outside collection efforts.

Closing Date : 05/31/98
 Sorted by... : Sales Person
 Ranked by... : Customer Name
 * Not Posted

AGING REPORT
 ACCOUNTS RECEIVABLE

Codes:
 I Invoice P Payment
 D Debit C Credit
 F Finance Charge T Discount Taken

Invoice No.	Date	Due Date	Code	Amount	9999/61	60/30	30/1	0/-30	-31/-60	-61/-90	-91/-9999

212851	GRAPHIC COMMUNICATIONS BROKERAGE										(813) 251-0500

304117	05/16/97	06/15/97	I	18.74	18.74						
312167	08/08/97	09/07/97	I	2878.80							
	07/29/97		C	-1357.50	1521.30						
312620	08/14/97	09/13/97	I	28.85	28.85						
3312167	07/29/97		C	-1357.50	-1357.50						

	Total			211.39	211.39	0.00	0.00	0.00	0.00	0.00	0.00

213260	GREELEY HOUSE										(914) 967-9100

260613	04/17/96	05/17/96	I	1994.15							
	06/20/96		C	-1001.95	992.20						
RETURN FEE	05/24/96	06/23/96	D	10.00							
	04/17/96	05/17/96	D	13.00	23.00						

	Total			1015.20	1015.20	0.00	0.00	0.00	0.00	0.00	0.00

347669	HANKINS PLAZA STATION										(915) 598-3133

261824	04/30/96	05/30/96	I	2.44	2.44						
276951	10/02/96	11/01/96	I	49.46	49.46						
280618	10/31/96	11/30/96	I	27.27	27.27						
280772	10/31/96	11/30/96	I	277.68	277.68						
288277	01/02/97	02/01/97	I	88.27	88.27						

	Total			445.12	445.12	0.00	0.00	0.00	0.00	0.00	0.00

229335	IPC & CO.										(915) 833-7170

341037	03/27/98	04/26/98	I	1323.70							
	04/30/98	05/30/98	D	1188.90							
	04/30/98	05/30/98	D	10.00							
	03/16/98		C	-1188.90	1333.70						

	Total			1333.70	0.00	1333.70	0.00	0.00	0.00	0.00	0.00

45669	KATHY ABRAHAMS, INC										(305) 256-1686

329735	12/18/97	01/17/98	I	464.00							
	01/05/98	02/04/98	D	10.00							

Date : 06/02/98
 Time : 3:46 PM

CONSOLIDATED MARKETING INT'L., INC.
 475 E. DUARTE ROAD
 MONROVIA, CA 91016

Page no. 7

Closing Date : 05/31/98
 Sorted by... : Sales Person
 Ranked by... : Customer Name
 * Not Posted

A G I N G R E P O R T
 A C C O U N T S R E C E I V A B L E

Codes:
 I Invoice P Payment
 D Debit C Credit
 F Finance Charge T Discount Taken

Invoice No.	Date	Due Date	Code	Amount	9999/61	60/30	30/1	0/-30	-31/-60	-61/-90	-91/-9999
250900	LEES/KEYSTONE INC								(914) 273-6755		
287956	12/26/96	01/25/97	I	11.10	11.10						
Total				876.76	876.76	0.00	0.00	0.00	0.00	0.00	0.00
255256	LOGO-MOTION GROUP								(702) 256-8836		
304694	05/22/97	06/21/97	I	40.44	40.44						
306745	06/11/97	07/11/97	I	138.30	138.30						
Total				178.74	178.74	0.00	0.00	0.00	0.00	0.00	0.00
255769	LORMAR PROMOTIONS								(404) 321-0011		
287822	12/23/96	01/22/97	I	1162.70							
	10/09/97		C	-162.70	1000.00						
Total				1000.00	1000.00	0.00	0.00	0.00	0.00	0.00	0.00
262194	MARS PROM SERVICE								(214) 386-7755		
264158	05/22/96	06/21/96	I	22300.00							
	05/14/96		C	-17500.00							
	09/29/97		C	-2000.00							
	11/06/97		C	-250.00							
	09/26/97		C	-500.00							
	12/22/97		C	-300.00	1750.00						
279861	10/24/96	11/23/96	I	20.35	20.35						
282319	11/13/96	12/13/96	I	71.15	71.15						
283938	11/25/96	12/25/96	I	829.02	829.02						
Total				2670.52	2670.52	0.00	0.00	0.00	0.00	0.00	0.00
320676	MILTON H SCHLOSSER INC								(301) 654-3900		
302310	05/01/97	05/31/97	I	1051.89	1051.89						
303377	05/12/97	06/11/97	I	115.40	115.40						
304382	05/20/97	06/19/97	I	213.33	213.33						
Total				1380.62	1380.62	0.00	0.00	0.00	0.00	0.00	0.00

Date : 06/02/98
 Time : 3:46 PM

CONSOLIDATED MARKETING INT'L., INC.
 475 E. DUARTE ROAD
 MONROVIA, CA 91016

Page no. 9

Closing Date : 05/31/98
 Sorted by... : Sales Person
 Ranked by... : Customer Name
 * Not Posted

AGING REPORT
 ACCOUNTS RECEIVABLE

Codes:
 I Invoice P Payment
 D Debit C Credit
 F Finance Charge T Discount Taken

Invoice No.	Date	Due Date	Code	Amount	99/9/61	60/30	30/1	0/-30	-31/-60	-61/-90	-91/-9999
330672	SOUTHERN SPECIALTIES								(770) 953-2004		
Total				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46245	SPORTSWEAR & ASSOC.								(612) 435-2667		
284837	12/02/96	01/01/97	I	3920.00							
	01/03/97		C	-3020.00							
	07/02/97		C	-200.00							
	01/22/98		C	-200.00	500.00						
Total				500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00
42162	TARGETED SPECIALTIES								(602) 493-8540		
184490	03/22/94	04/21/94	I	44.39							
	03/22/94		C	-42.58	1.81						
186471	04/11/94	05/11/94	I	65.09	65.09						
186955	04/15/94	05/15/94	I	23.69	23.69						
192882	06/21/94	07/21/94	I	37.19	37.19						
Total				127.78	127.78	0.00	0.00	0.00	0.00	0.00	0.00
40600	THE TED LYN GROUP INC.								(716) 731-6444		
287380	12/18/96	01/17/97	I	2219.10							
	04/29/97	05/29/97	D	2219.10							
	04/29/97	05/29/97	D	10.00							
	12/19/96		C	-2219.10	2229.10						
290704	01/29/97	02/28/97	I	865.90							
	03/14/97	04/13/97	D	865.90							
	03/14/97	04/13/97	D	10.00							
	02/26/97		C	-865.90	875.90						
Total				3105.00	3105.00	0.00	0.00	0.00	0.00	0.00	0.00
46825	TRACY W. ROBERTS INC.								(404) 296-1041		
313625	08/22/97	09/21/97	I	53.43	53.43						
313840	08/26/97	09/25/97	I	43.12	43.12						
315723	09/11/97	10/11/97	I	13.64	13.64						
321241	10/23/97	11/22/97	I	139.05							
	10/20/97	11/19/97	I	427.93	566.98						
321243	10/23/97	11/22/97	I	139.05	139.05						
321725	10/27/97	11/26/97	I	410.55	410.55						
322013	10/28/97	11/27/97	I	434.55	434.55						

CONSOLIDATED MARKETING INTERNATIONAL
ACCOUNTS RECEIVABLE
MAY 31, 1998

HOUSE ACCOUNTS
FOR COLLECTIONS

905,548.54
41,322.58

TOTAL

946,871.12

NBANK

Est'd

2,950,000. SEE STMT

Date : 06/02/98
 Time : 3:46 PM

CONSOLIDATED MARKETING INT'L., INC.
 475 E. DUARTE ROAD
 MONROVIA, CA 91016

Page no. 2

Closing Date : 05/31/98
 Sorted by... : Sales Person
 Ranked by... : Customer Name
 * Not Posted

A G I N G R E P O R T
 A C C O U N T S R E C E I V A B L E

Codes:
 I Invoice P Payment
 D Debit C Credit
 F Finance Charge T Discount Taken

Invoice No.	Date	Due Date	Code	Amount	9999/61	60/30	30/1	0/-30	-31/-60	-61/-90	-91/-9999
40797	BOTTOM LINE EXPERTS										(805) 397-4287
229933	06/19/95	07/19/95	I	526.78	526.78						
231688	07/10/95	08/09/95	I	66.55	66.55						
232054	07/13/95	08/12/95	I	9.90	9.90						
233244	07/27/95	08/26/95	I	125.85	125.85						
233328	07/28/95	08/27/95	I	624.38	624.38						
233763	08/02/95	09/01/95	I	97.34	97.34						
233919	08/03/95	09/02/95	I	80.54	80.54						
234016	08/04/95	09/03/95	I	47.97	47.97						
234201	08/07/95	09/06/95	I	22.71	22.71						
234317	08/08/95	09/07/95	I	12.71	12.71						
234435	08/09/95	09/08/95	I	48.21	48.21						
235868	08/24/95	09/23/95	I	21.67	21.67						
235976	08/24/95	09/23/95	I	42.98	42.98						
237234	09/07/95	10/07/95	I	82.34	82.34						
242049	10/24/95	11/23/95	I	1295.10	1295.10						
242126	10/24/95	11/23/95	I	304.68	304.68						
Total				3409.71	3409.71	0.00	0.00	0.00	0.00	0.00	0.00
146067	BRIGHT IDEA										(303) 470-7339
293481	02/21/97	03/23/97	I	18.81	18.81						
295122	03/07/97	04/06/97	I	252.90	252.90						
300419	04/15/97	05/15/97	I	28.01	28.01						
339766	03/18/98	04/17/98	I	630.65		630.65					
NSF CK 1ST	04/13/98	05/13/98	I	10.00			10.00				
NSF CK 2ND	04/29/98	05/29/98	I	10.00			10.00				
Total				950.37	299.72	630.65	20.00	0.00	0.00	0.00	0.00
151980	BUSINESS BOOSTERS OF ORLANDO										(407) 740-6447
234708	08/11/95	09/10/95	I	1078.48							
	08/11/95		C	-1028.08	50.40						
Total				50.40	50.40	0.00	0.00	0.00	0.00	0.00	0.00

Date : 06/02/98
 Time : 3:46 PM

CONSOLIDATED MARKETING INT'L., INC.
 475 E. DUARTE ROAD
 MONROVIA, CA 91016

Page no. 4

Closing Date : 05/31/98
 Sorted by... : Sales Person
 Ranked by... : Customer Name
 * Not Posted

AGING REPORT
 ACCOUNTS RECEIVABLE

Codes:
 I Invoice P Payment
 D Debit C Credit
 F Finance Charge T Discount Taken

Invoice No.	Date	Due Date	Code	Amount	9999/61	60/30	30/1	0/-30	-31/-60	-61/-90	-91/-9999
44968	ENDSLEY ADVG. SPEC.								(412) 438-7250		
219502	03/01/95	03/31/95	I	3.00		3.00					
219613	03/02/95	04/01/95	I	7.65		7.65					
221536	03/21/95	04/20/95	I	2589.30							
	03/06/95		C	-500.00							
	03/06/95		C	-500.00							
	03/06/95		C	-1100.00							
	03/27/95		C	-137.50		351.80					
Total				362.45	362.45	0.00	0.00	0.00	0.00	0.00	0.00
45046	EXECUTIVE BUSINESS SYSTEMS								(803) 736-3605		
142130	11/30/92	12/30/92	I	2983.25		2983.25					
Total				2983.25	2983.25	0.00	0.00	0.00	0.00	0.00	0.00
196474	PORTI FINE LINES								(203) 281-4774		
273690	09/05/96	10/05/96	I	946.00							
	09/05/96		C	-500.00		446.00					
274685	09/13/96	10/13/96	I	831.05							
	06/25/97		C	-200.00		631.05					
Total				1077.05	1077.05	0.00	0.00	0.00	0.00	0.00	0.00
46216	FROST & BUDD LTD								(612) 473-1442		
269981	07/31/96	08/30/96	I	70.80		70.80					
272953	08/28/96	09/27/96	I	2130.77							
	07/11/96		C	-1120.60		1010.17					
Total				1080.97	1080.97	0.00	0.00	0.00	0.00	0.00	0.00
212060	GORHAM ADVG.					14710 EARLY HOLLOW			(713) 373-9100		
139387	11/05/92	12/05/92	I	831.51							
	10/01/92		C	-425.00							
	10/01/92		C	-4.57		401.94					
Total				401.94	401.94	0.00	0.00	0.00	0.00	0.00	0.00

CU# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DJ DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	W#S
			5	1								
344395 3D MA	601-634-0096	03/24/98	340497	354329	21680	04/23	33.16			33.16		001
100910 A & B	910-655-0517	03/12/98	339178	352912	RENE -1	04/11	15.00			15.00		001
101474 A & M	612-546-1026	05/22/98	347822	361933	12705	06/21	3.00	3.00				001
100887 A B A	860-434-2792	05/20/98	347517	359498	42898	06/19	83.47	83.47				001
100056 A CRE	818-368-4091	01/27/98	33446A	M33446		02/26	2.64				2.64	001
			A									
101645 A TO	562-590-8511	01/28/98	33647A	M33647		02/27	4031.23				4031.23	001
			A									
101645 A TO	562-590-8511	03/03/98	37873A	M37873		04/02	5.42			5.42		001
			A									
101645 A TO	562-590-8511	03/03/98	37960A	M37960		04/02	14.27			14.27		001
			A									
101645 A TO	562-590-8511	03/12/98	39040A	M39040		04/11	23.16			23.16		001
			A									
TOTAL							4074.08			42.85	4031.23	
347637 A TRU	814-663-3887	03/30/98	341174	353086	BUSH -2	04/29	7.32			7.32		001
347637 A TRU	814-663-3887	05/01/98	345259	358649	STEEL2	05/31	3.87	3.87				001
347637 A TRU	814-663-3887	05/13/98	346653	358649	STEEL2	06/12	16.77	16.77				001
TOTAL							27.96	20.64		7.32		
101150 A.C.	305-259-0053	05/27/98	348148	356550	35909	06/26	12521.90	12521.90				001
102623 ACADE	713-529-0130	10/06/97	18634A	M18634		11/05	9.12				9.12	001
			A									
46910 ACCESS	972-304-5508	10/10/97	19550A	M19550		11/09	10.45				10.45	001
			A									
104637 ACTIO	770-972-3680	04/14/98	343031	355837	947	05/14	9.22		9.22			001
104816 ACTIV	310-558-3533	05/01/98	345226	358577	731	05/31	23.46	23.46				001
104972 AD CR	314-621-3940	04/30/98	345098	355146	6929	05/30	10241.12	10241.12				001
104972 AD CR	314-621-3840	05/07/98	345938	355146	6929	06/06	2546.57	2546.57				001
104972 AD CR	314-621-3840	05/19/98	347390	355146	6929	06/18	5088.50	5088.50				001
104972 AD CR	314-621-3840	05/27/98	348100	355146	6929	06/26	4580.88	4580.88				001
TOTAL							22457.07	22457.07				
104990 AD DI	516-377-0200	01/26/98	33365A	M33365		02/25	18.30				18.30	001

DU# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WHS
115080 AHMIZ	602-483-8999	05/15/98	347061	359655	101950	06/14	668.34	668.34				001
45148 AKA PR	619-673-4053	03/25/97	97570A	M97570		04/24	17.75				17.75	001
			A									
116100 ALBEE	310-277-1411	05/20/98	347549	359887	928032	06/19	310.89	310.89				001
116100 ALBEE	310-277-1411	05/21/98	347635	361215	928046	06/20	359.85	359.85				001
TOTAL							670.74	670.74				
173750 ALEX	248-350-9100	05/04/98	345392	358268	90620	06/03	6.42	6.42				001
178750 ALEX	248-350-9100	05/15/98	346896	360285	90688	06/14	13.79	13.79				001
TOTAL							20.21	20.21				
46664 ALL AM	909-597-5278	04/03/97	99015A	M99015		05/03	17.45				17.45	001
			A									
117111 ALL P	914-764-0622	03/28/97	298237	289913	PS1028S	04/27	-259.58				-259.58	001
118500 ALLIE	510-525-1777	09/13/97	315905	324965	15369	10/13	-0.81				-0.81	001
118500 ALLIE	510-525-1777	02/04/98	334289	347408	LERDY2398	03/06	24.36				24.36	001
118500 ALLIE	510-525-1777	02/06/98	334759	348007	20698C	03/08	6.10				6.10	001
118500 ALLIE	510-525-1777	04/30/98	344974	359394	LEROY -1	05/30	9.30	9.30				001
118500 ALLIE	510-525-1777	05/13/98	346711	359901	15595	06/12	576.40	576.40				001
TOTAL							615.35	585.70			29.65	
119240 ALRMD	516-487-6962	02/11/98	35228A	M35228		03/13	19.15				19.15	001
			A									
119259 ALTEC	714-727-1248	10/13/97	19715A	M19715		11/12	22.80				22.80	001
			A									
119259 ALTEC	714-727-1248	04/02/98	41647A	M41647		05/02	43.80		43.80			001
			A									
TOTAL							66.60		43.80		22.80	
120359 AMERI	215-743-2079	11/12/97	24168A	M24168		12/12	29.21				29.21	001
			A									
720735 AMERI	915-833-5155	04/22/97	01336A	M01336		05/22	19.01				19.01	001
			A									
720735 AMERI	915-833-5155	05/20/96	263775	270716	52096	06/19	48.78				48.78	001
TOTAL							67.79				67.79	
122205 ANHEU	770-441-1704	02/11/98	35285A	M35285		03/13	20.00				20.00	001
			A									
122205 ANHEU	770-441-1704	02/13/98	35518A	M35518		03/15	20.00				20.00	001

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

DU# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WHS
125657 ARTIS	303-759-5559	05/06/98	345815	360279	CHERI -1	06/05	18.88	18.88				001
46996 ATTACH	317-387-1085	12/30/97	30809A	M30809 A		01/29	11.85				11.85	001
129072 AWARD	314-427-2700	05/05/98	345608	360038	ALAN50598	06/04	239.65	239.65				001
128235 AWARD	765-447-9413	05/07/98	345963	360419	MARSHA -1	06/06	15.18	15.18				001
101605 AWD/A	914-747-5622	09/09/97	15428A	M15428 A		10/09	14.65				14.65	001
101605 AWD/A	914-747-5622	11/10/97	23719B	M23719 B		12/10	38.80				38.80	001
101605 AWD/A	914-747-5622	11/19/97	25359A	M25359 A		12/19	8.40				8.40	001
101605 AWD/A	914-747-5622	12/03/97	27124A	M27124 A		01/02	8.40				8.40	001
TOTAL							70.25				70.25	
128263 AXIS	212-226-0886	06/06/97	06194A	M06194 A		07/06	36.05				36.05	001
128263 AXIS	212-226-0886	01/12/98	31772A	M31772 A		02/11	4.20				4.20	001
TOTAL							40.25				40.25	
46926 B & R	212-563-0918	10/27/97	21696A	M21696 A		11/26	3.15				3.15	001
129240 B.I.	612-835-4800	05/18/98	347181	361620	8304	06/17	49.20	49.20				001
129240 B.I.	612-835-4800	05/18/98	347208	361622	8303	06/17	76.05	76.05				001
TOTAL							125.25	125.25				
130101 BAILE	205-737-0330	03/14/97	96068A	M96068 A		04/13	11.18				11.18	001
131115 BALLO	412-323-0560	04/09/98	980986	356689	INV# 334485	05/09	-47.40		-47.40			001
132470 BARGA	305-221-9299	10/27/97	21824A	M21824 A		11/26	15.30				15.30	001
132710 BARKL	918-492-6098	03/12/98	39090A	M39090 A		04/11	145.89			145.89		001
134008 BAXTE	650-335-4715	01/22/98	33080A	M33080 A		02/21	-81.60				-81.60	001
134375 BAYSI	360-387-1336	03/26/98	40921A	M40921		04/25	15.58			15.58		001

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

CUS & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WHS
140300 BIMAR	408-996-8766	06/13/97	07035A	M07035		07/13	16.85				16.85	001
			A									
140300 BIMAR	408-996-8766	03/31/97	98434A	M98434		04/30	60.65				60.65	001
			A									
TOTAL							77.50				77.50	
140330 BINDE	972-669-3283	08/26/97	313818	323631	6331	09/25	17.17				17.17	001
141920 BLUE	562-630-6207	11/04/97	23085A	M23085		12/04	47.20				47.20	001
			A									
141930 BLUE	847-562-0777	08/13/97	12597A	M12597		09/12	59.39				59.39	001
			A									
141930 BLUE	847-562-0777	02/10/98	35062A	M35062		03/12	455.26				455.26	001
			A									
141930 BLUE	847-562-0777	04/28/98	344742	353110	652	05/28	6531.69		6531.69			001
141930 BLUE	847-562-0777	05/06/98	345785	356546	777	06/05	508.25	508.25				001
TOTAL							7554.59	508.25	6531.69		514.65	
141957 BLUE	617-576-3100	12/22/97	30128A	M30128		01/21	120.00				120.00	001
			A									
297600 BOISE	503-226-3841	03/13/98	39255A	M39255		04/12	90.00			90.00		001
			A									
288360 BOISE	419-893-0060	05/28/97	05070A	M05070		06/27	92.35				92.35	001
			A									
288360 BOISE	419-893-0060	09/02/97	14556A	M14556		10/02	7.50				7.50	001
			A									
288360 BOISE	419-893-0060	04/15/98	16930A	M16930		05/15	7.74		7.74			001
			A									
288360 BOISE	419-893-0060	11/20/97	25615A	M25615		12/20	400.00				400.00	001
			A									
288360 BOISE	419-893-0060	12/03/97	27164A	M27164		01/02	90.00				90.00	001
			A									
288360 BOISE	419-893-0060	12/23/97	30430A	M30430		01/22	59.20				59.20	001
			A									
288360 BOISE	419-893-0060	01/30/98	33983A	M33983		03/01	20.35				20.35	001
			A									
288360 BOISE	419-893-0060	02/02/98	34028A	M34028		03/04	27.10				27.10	001
			A									
288360 BOISE	419-893-0060	02/25/98	37154A	M37154		03/27	37.95				37.95	001
			A									
288360 BOISE	419-893-0060	07/14/97	309805	320518	AMYEATON714	08/13	103.60				103.60	001
288360 BOISE	419-893-0060	12/15/97	329136	342083	1224M00G	01/14	13.50				13.50	001
TOTAL							859.29		7.74		851.55	

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

CU# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WHS
146030 BRIGH	410-356-3933	05/21/98	347656	360415	21153	06/20	775.01	775.01				001
146030 BRIGH	410-356-3933	05/27/98	349086	361179	21165	06/26	329.30	329.30				001
TOTAL							1104.31	1104.31				
146081 BRIGH	972-713-0170	05/06/98	345800	360265	SHARON JOHNS ON	06/05	4.01	4.01				001
146076 BRINK	614-383-4875	05/22/98	347772	358819	41689	06/21	277.35	277.35				001
748500 BROWN	602-956-3235	10/28/97	22005A	M22005 A		11/27	6.10				6.10	001
148500 BROWN	612-293-7000	07/28/97	11109A	M11109 A		08/27	4.09				4.09	001
148500 BROWN	612-293-7000	08/22/97	13565A	M13565 A		09/21	11.18				11.18	001
148500 BROWN	612-293-7000	10/03/97	18634A	M18634 A		11/02	80.00				80.00	001
148500 BROWN	612-293-7000	10/20/97	20741A	M20741 A		11/19	19.25				19.25	001
148500 BROWN	612-293-7000	09/18/96	275091	282870	SOURCE'97	10/18	-5.20				-5.20	001
148500 BROWN	612-293-7000	12/30/97	330720	343361	1230973627	01/29	15.75				15.75	001
TOTAL							125.07				125.07	
148195 BROWN	605-336-1960	05/14/97	03720A	M03720 A		06/13	49.19				49.19	001
149200 BRYAN	612-377-9990	12/01/97	973548	339847	INV# 293226	12/31	-28.20				-28.20	001
271448 BT OF	817-649-1313	03/31/97	98363A	M98363 A		04/30	16.50				16.50	001
149850 BUFFA	716-684-6300	04/30/97	02137A	M02137 A		05/30	19.29				19.29	001
149850 BUFFA	716-684-6300	05/07/98	345897	358355	P01751	06/06	22.15	22.15				001
TOTAL							41.44	22.15			19.29	
152060 BUSIN	408-446-4400	09/29/97	17859A	M17859 A		10/29	-13.51				-13.51	001
152930 BUSIN	404-892-5466	08/25/97	13680A	M13680 A		09/24	7.80				7.80	001
152930 BUSIN	404-892-5466	09/15/97	16239A	M16239 A		10/15	47.20				47.20	001
152930 BUSIN	404-892-5466	09/15/97	16240A	M16240 A		10/15	65.40				65.40	001
152930 BUSIN	404-892-5466	02/19/97	293027	302666	RETAILSTORE	03/21	30.00				30.00	001

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

CUS# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WHS
				A								
155110 C & S	310-538-1219	12/10/97	28475A	M28475		01/09	14.21				14.21	001
				A								
155110 C & S	310-538-1219	01/06/98	31176A	M31176		02/05	32.05				32.05	001
				A								
155110 C & S	310-538-1219	01/07/98	31282A	M31282		02/06	9.89				9.89	001
				A								
155110 C & S	310-538-1219	09/11/97	315801	325473	6238A	10/11	13.11				13.11	001
155110 C & S	310-538-1219	09/16/97	316382	327979	3115	10/16	9.90				9.90	001
155110 C & S	310-538-1219	09/23/97	317220	328939	LAURA -1	10/23	34.20				34.20	001
155110 C & S	310-538-1219	12/12/97	328902	340541	9327Z	01/11	7.64				7.64	001
155110 C & S	310-538-1219	12/22/97	330189	341390	9487Z	01/21	16.05				16.05	001
155110 C & S	310-538-1219	01/28/98	333687	346742	374Z-S	02/27	98.35				98.35	001
155110 C & S	310-538-1219	02/04/98	334372	345812	374Z	03/06	50.00				50.00	001
155110 C & S	310-538-1219	02/04/98	334428	346988	752Z	03/06	21.05				21.05	001
155110 C & S	310-538-1219	02/24/98	336968	350455	TIM -2	03/26	9.16				9.16	001
155110 C & S	310-538-1219	03/04/98	337988	351529	CANDEN -1	04/03	42.23			42.23		001
155110 C & S	310-538-1219	03/11/98	338868	352545	CANDEN -1	04/10	42.83			42.83		001
155110 C & S	310-538-1219	03/13/98	339232	352923	KANTY	04/12	3.17			3.17		001
155110 C & S	310-538-1219	03/17/98	339702	353354	SB317	04/16	8.17			8.17		001
155110 C & S	310-538-1219	03/19/98	339995	353499	KATHY -1	04/18	22.97			22.97		001
155110 C & S	310-538-1219	03/25/98	340738	354647	2348Z-S	04/24	69.95			69.95		001
155110 C & S	310-538-1219	04/17/98	343517	357798	2927AS	05/17	12.42		12.42			001
155110 C & S	310-538-1219	04/20/98	343727	M34372		05/20	3.17		3.17			001
				7								
155110 C & S	310-538-1219	04/28/98	344744	358989	RICK -3	05/28	5.70		5.70			001
155110 C & S	310-538-1219	05/01/98	345190	354067	2348Z	05/31	124.01	124.01				001
155110 C & S	310-538-1219	05/04/98	345375	356908	2916A	06/03	4.51	4.51				001
155110 C & S	310-538-1219	05/12/98	346441	360881	RICK -2	06/11	18.00	18.00				001
155110 C & S	310-538-1219	05/26/98	347922	360918	3581A	06/25	86.50	86.50				001
155110 C & S	310-538-1219	09/11/97	972655	327291	INV# 313016	10/11	-26.25				-26.25	001
155110 C & S	310-538-1219	01/08/98	980061	344134	INV# 329200	02/07	-163.20				-163.20	001
TOTAL							1458.15	233.02	21.29	189.32	1014.52	
755110 C & S	619-674-4111	10/17/97	320496	331445	7360Z	11/16	114.56				114.56	001
755110 C & S	619-674-4111	02/09/98	334821	344374	63Z	03/11	0.20				.20	001
TOTAL							114.76				114.76	
154720 C X &	310-530-2102	09/22/97	317060	328389	WAYNE91897	10/22	-0.92				-0.92	001
154720 C X &	310-530-2102	10/15/97	319260	331185	WAYNE	11/14	-0.62				-0.62	001
154720 C X &	310-530-2102	01/15/98	332227	344966	WAYNE -1	02/14	-0.92				-0.92	001
154720 C X &	310-530-2102	02/25/98	337170	349970		03/27	61.37				61.37	001
154720 C X &	310-530-2102	03/06/98	338400	351984	ROD MITCHELL	04/05	-0.30			-0.30		001
154720 C X &	310-530-2102	03/12/98	339076	349318	1028	04/11	-118.64			-118.64		001
154720 C X &	310-530-2102	03/23/98	340448	354280	1028-S	04/22	57.27			57.27		001
154720 C X &	310-530-2102	04/02/98	341780	355787	WAYNE -1	05/02	-0.92		-0.92			001
154720 C X &	310-530-2102	05/08/98	346133	359825	1568	06/07	510.00	510.00				001
154720 C X &	310-530-2102	05/12/98	346511	360960	IMPCO	06/11	46.13	46.13				001

CU# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WHS
147450 CHARL	301-731-6100	03/20/98	340165	351552	69905	04/19	5595.75			5595.75		001
161165 CHECK	732-972-3970	02/04/98	34303A	M34303		03/06	8.60				8.60	001
			A									
161165 CHECK	732-972-3970	02/28/97	94364A	M94364		03/30	10.00				10.00	001
			A									
161165 CHECK	732-972-3970	04/03/97	99124A	M99124		05/03	34.15				34.15	001
			A									
TOTAL							52.75				52.75	
161458 CHERR	814-695-3366	04/22/98	344066	356533	2614	05/22	676.85		676.85			001
161851 CHIPM	910-368-3773	01/30/98	333852	343542	68099	03/01	20.53				20.53	001
161851 CHIPM	910-368-3773	04/03/98	341902	337094	68077	05/03	206.65		206.65			001
TOTAL							227.18		206.65		20.53	
128026 CHITT	440-247-5414	04/22/98	344061	358322	CHIP -1	05/22	8.39		8.39			001
162850 CLAYM	913-384-3600	02/02/98	334053	347099	169206-1	03/04	15.00				15.00	001
162850 CLAYM	913-384-3600	04/02/98	341701	355664	P12991A	05/02	306.58		306.58			001
162850 CLAYM	913-384-3600	04/07/98	342246	355936	P12975-1	05/07	21.35		21.35			001
162850 CLAYM	913-384-3600	04/15/98	343221	350304	P12653	05/15	1114.58		1114.58			001
162850 CLAYM	913-384-3600	04/21/98	343826	358167		05/21	47.99		47.99			001
162850 CLAYM	913-384-3600	04/21/98	343828	358173		05/21	22.35		22.35			001
162850 CLAYM	913-384-3600	04/21/98	343829	358175		05/21	33.17		33.17			001
162850 CLAYM	913-384-3600	04/22/98	343927	356539	176168	05/22	743.30		743.30			001
162850 CLAYM	913-384-3600	04/22/98	343928	356540	176181	05/22	327.00		327.00			001
162850 CLAYM	913-384-3600	04/22/98	343930	356770	176612	05/22	1405.00		1405.00			001
162850 CLAYM	913-384-3600	04/23/98	344164	358510	177950	05/23	41.52		41.52			001
162850 CLAYM	913-384-3600	04/27/98	344482	358801	P13158A	05/27	306.58		306.58			001
162850 CLAYM	913-384-3600	05/04/98	345386	357998	177292	06/03	240.17	240.17				001
162850 CLAYM	913-384-3600	05/06/98	345832	358529	177954	06/05	129.27	129.27				001
162850 CLAYM	913-384-3600	05/11/98	346286	359163	178585	06/10	461.96	461.96				001
162850 CLAYM	913-384-3600	05/11/98	346291	358072	173615	06/10	1298.70	1298.70				001
162850 CLAYM	913-384-3600	05/20/98	347532	361191	180384	06/19	245.35	245.35				001
162850 CLAYM	913-384-3600	05/26/98	347911	355932	P12975	06/25	1003.43	1003.43				001
162850 CLAYM	913-384-3600	05/27/98	348033	360124	P13287	06/26	749.59	749.59				001
TOTAL							8512.89	4128.47	4369.42		15.00	
46707 CLEGG	310-225-3800	12/17/97	329625	340496	6509	01/16	58.10				58.10	001
46971 CLOTHI	773-395-1056	11/26/97	26610A	M26610		12/26	15.24				15.24	001
			A									
47070 COASTL	714-593-9242	03/20/98	340175	349450		04/19	39.69			39.69		001
165210 COLOR	303-722-0800	03/03/98	337807	351361	41553	04/02	67.44			67.44		001

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

CUSTOMER NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WHS
170464 CREAT	248-258-0000	01/05/98	31021A	M31021		02/04	37.45				37.45	001
				A								
170464 CREAT	248-258-0000	03/03/98	37890A	M37890		04/02	-39.00			-39.00		001
				A								
170464 CREAT	248-258-0000	03/19/98	40009A	M40009		04/18	-79.30			-79.30		001
				A								
170464 CREAT	248-258-0000	04/02/98	41705A	M41705		05/02	-26.07		-26.07			001
				A								
170464 CREAT	248-258-0000	11/16/95	245148	251055	CARACITURE	12/16	-30.00				-30.00	001
170464 CREAT	248-258-0000	11/21/95	245689	252112	ROBERTA11219	12/21	-15.60				-15.60	001
				5								
170464 CREAT	248-258-0000	11/29/95	246595	249954	P245629	12/29	-3.45				-3.45	001
170464 CREAT	248-258-0000	12/06/95	247488	254058	255635	01/05	-74.00				-74.00	001
170464 CREAT	248-258-0000	03/19/96	257748	264058	281183	04/18	103.40				103.40	001
170464 CREAT	248-258-0000	10/28/96	280190	288966	SIS102896	11/27	-14.30				-14.30	001
170464 CREAT	248-258-0000	10/30/96	280431	289263	SIS103096	11/29	-14.70				-14.70	001
170464 CREAT	248-258-0000	02/07/97	291759	300446	CCA4083	03/09	17.10				17.10	001
170464 CREAT	248-258-0000	05/15/97	303943	314365	MARKSOFFA515	06/14	54.00				54.00	001
170464 CREAT	248-258-0000	06/18/97	307415	318033	CCA18055-S	07/18	47.99				47.99	001
170464 CREAT	248-258-0000	06/20/97	307695	318244	41417	07/20	-11.70				-11.70	001
170464 CREAT	248-258-0000	06/26/97	308344	318966	RALPHMcGRATH	07/26	1.80				1.80	001
170464 CREAT	248-258-0000	09/24/97	317341	325039	CCA28050	10/24	1311.57				1311.57	001
				CCA28050								
170464 CREAT	248-258-0000	10/01/97	318226	330093	CCA34070	10/31	28.70				28.70	001
170464 CREAT	248-258-0000	10/15/97	320010	331538		11/14	3.39				3.39	001
170464 CREAT	248-258-0000	11/21/97	325831	338870	AMY1121	12/21	-11.10				-11.10	001
170464 CREAT	248-258-0000	12/15/97	329110	340657	CCA42781	01/14	25.50				25.50	001
				CCA42781-1								
170464 CREAT	248-258-0000	12/23/97	330346	340681	CCA42479	01/22	953.11				953.11	001
170464 CREAT	248-258-0000	01/09/98	331682	344370	84649	02/08	8.60				8.60	001
170464 CREAT	248-258-0000	01/22/98	333085	346025	LL115	02/21	68.27				68.27	001
170464 CREAT	248-258-0000	02/04/98	334351	343901	CCA46647	03/06	319.02				319.02	001
170464 CREAT	248-258-0000	02/18/98	336050	349543	CCA54193	03/20	-14.70				-14.70	001
170464 CREAT	248-258-0000	02/24/98	336967	350340	CCA55161	03/26	-39.60				-39.60	001
170464 CREAT	248-258-0000	03/02/98	337749	351291	CCA56260	04/01	22.67			22.67		001
170464 CREAT	248-258-0000	03/04/98	338163	349282	41	04/03	55.80			55.80		001
170464 CREAT	248-258-0000	03/06/98	338423	350822	CCA55633	04/05	10.10			10.10		001
170464 CREAT	248-258-0000	03/30/98	341210	355159	TERRI -1	04/29	30.18			30.18		001
170464 CREAT	248-258-0000	04/13/98	342783	355873	CCA62137	05/13	857.63		857.63			001
170464 CREAT	248-258-0000	04/13/98	342799	354710	CCA60546	05/13	7393.40		7393.40			001
170464 CREAT	248-258-0000	04/13/98	342819	353063	CCA58177	05/13	1121.49		1121.49			001
170464 CREAT	248-258-0000	04/13/98	342828	357023	CCA63984	05/13	27.00		27.00			001
170464 CREAT	248-258-0000	04/13/98	342832	353061	CCA58198	05/13	1124.78		1124.78			001
170464 CREAT	248-258-0000	04/14/98	342928	355070	CCA60787	05/14	1753.48		1753.48			001
170464 CREAT	248-258-0000	04/14/98	342985	355875	CCA62362	05/14	1289.09		1289.09			001
170464 CREAT	248-258-0000	04/14/98	342991	357274	CCA64333	05/14	187.12		187.12			001
170464 CREAT	248-258-0000	04/14/98	343047	355358	CCA61570	05/14	438.65		438.65			001
170464 CREAT	248-258-0000	04/15/98	343082	354666	CCA59013	05/15	1534.10		1534.10			001
170464 CREAT	248-258-0000	04/15/98	343185	357428	ANDREA -1	05/15	4.00		4.00			001
170464 CREAT	248-258-0000	04/15/98	343186	357431	CCA53723	05/15	255.70		255.70			001

CUS# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WHS
170464 CREAT	248-258-0000	05/27/98	348023	359441	CCA66994	06/26	906.57	906.57				001
170464 CREAT	248-258-0000	05/27/98	348036	360559	CCA68759	06/26	456.25	456.25				001
170464 CREAT	248-258-0000	05/28/98	348307	362930	CA72503	06/27	11.03	11.03				001
170464 CREAT	248-258-0000	05/29/98	348463	361407	CA70322	06/28	1613.00	1613.00				001
170464 CREAT	248-258-0000	12/19/96	963363	296682	INV# 271606	01/18	-896.47				-896.47	001
170464 CREAT	248-258-0000	12/16/97	973782	342286	INV# 326836	01/15	-22.20				-22.20	001
170464 CREAT	248-258-0000	05/26/98	981573	362532	INV# 341943	06/25	-35.10	-35.10				001
TOTAL							71240.12	29859.69	39547.90	.45	1832.08	
170463 CREAT	805-726-9600	03/27/97	98032A	M98032		04/26	-2.01				-2.01	001
170380 CREAT	303-987-1110	09/26/97	72819A	M72819		10/26	-54.30				-54.30	001
46834 CREATI	312-951-7210	08/21/97	13356A	M13356		09/20	3.68				3.68	001
46834 CREATI	312-951-7210	08/28/97	14180A	M14180		09/27	31.49				31.49	001
TOTAL							35.17				35.17	
170727 CREAT	818-547-3227	05/28/98	348279	362934	AJ52898	06/27	2.88	2.88				001
170669 CREAT	847-588-0800	05/27/98	348149	362514		06/26	40.00	40.00				001
170722 CREAT	425-702-9200	04/28/97	301839	312024	MARY42897	05/28	31.06				31.06	001
170728 CREAT	717-399-3993	05/08/98	346057	359753		06/07	24.27	24.27				001
170890 CREAT	602-863-1777	12/08/97	327967	337308	9387	01/07	22.43				22.43	001
170890 CREAT	602-863-1777	01/05/98	331040	333598	9269	02/04	7.55				7.55	001
TOTAL							29.98				29.98	
172130 CRUSA	516-696-7251	01/27/98	980278	346518	INV# 331273	02/26	-20.00				-20.00	001
173043 CUSTO	704-522-7444	04/07/98	342307	356256	SUSAN FOTTER	05/07	4.47		4.47			001
173073 CUSTO	206-454-0318	07/31/96	70041A	M70041		08/30	-4.00				-4.00	001
47067 CUSTOM	734-454-5500	02/17/98	35746A	M35746		03/19	21.72				21.72	001
141410 CUSTO	732-828-7199	10/10/97	19546A	M19546		11/09	11.60				11.60	001
141410 CUSTO	732-828-7199	10/16/97	20316A	M20316		11/15	20.25				20.25	001

CU# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WA
239352 DAN K	202-466-8878	05/20/98	347514	362076	3434	06/19	87.39	87.39				00
176850 DAVIS	214-340-1321	05/22/98	347825	362353	JOHNS2298	06/21	40.16	40.16				00
177849 DECAR	408-988-1411	11/03/97	22731A	M22731		12/03	169.20				169.20	00
			A									
177849 DECAR	408-988-1411	12/15/97	29230A	M29230		01/14	26.11				26.11	00
			A									
177849 DECAR	408-988-1411	12/19/97	29958A	M29958		01/18	234.68				234.68	00
			A									
177849 DECAR	408-988-1411	01/06/98	31225A	M31225		02/05	4.44				4.44	00
			A									
177849 DECAR	408-988-1411	01/12/98	331826	342153	1834 -1	02/11	1642.20				1642.20	00
177849 DECAR	408-988-1411	02/06/98	334735	342153	1834 -1	03/08	77.30				77.30	00
177849 DECAR	408-988-1411	02/10/98	335085	342153	1834 -1	03/12	26.44				26.44	00
177849 DECAR	408-988-1411	04/24/98	344393	358714	ELAINE -1	05/24	20.40		20.40			00
177849 DECAR	408-988-1411	05/01/98	345271	359672	MARIAN -1	05/31	19.96	19.96				00
177849 DECAR	408-988-1411	05/14/98	346795	359820	2420	06/13	2414.48	2414.48				00
177849 DECAR	408-988-1411	05/19/98	347389	361924	VINCENT519	06/18	2.40	2.40				00
177849 DECAR	408-988-1411	05/22/98	347829	362423	MARIANNE5229	06/21	21.30	21.30				00
						8						
TOTAL							4658.91	2458.14	20.40		2180.37	
179524 DESIG	312-951-2200	03/06/97	294959	304217	1224	04/05	9.03				9.03	00
179524 DESIG	312-951-2200	09/15/97	316231	326811	1780	10/15	52.45				52.45	00
179524 DESIG	312-951-2200	04/27/98	344560	356956	9025	05/27	26.40		26.40			00
TOTAL							87.88		26.40		61.48	
180199 DIAMD	516-454-0851	04/28/98	344753	359116	RITA -1	05/08	44.05		44.05			00
176650 DICK	817-334-0415	10/27/97	21793A	M21793		11/26	375.00				375.00	00
			A									
46960 DIVERS	216-843-7446	02/20/98	36564A	M36564		03/22	4.47				4.47	00
			A									
46960 DIVERS	216-843-7446	03/19/98	980788	353743	INV# 325689	04/18	-18.30			-18.30		00
TOTAL							-13.83			-18.30	4.47	
181390 DIXIE	601-372-7745	05/22/98	347697	322661		06/21	3.71	3.71				00
173982 DLS M	212-620-3111	03/30/98	341237	354124	1372	04/29	-7.58			-7.58		00
173982 DLS M	212-620-3111	04/08/98	342397	351789	1359	05/08	41.14		41.14			00
TOTAL							33.56		41.14	-7.58		
191650 DOM F	209-431-9720	07/22/97	972233	321430	INV# 259261	08/21	-16.50				-16.50	00

CUS# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WH#
186704 ELITE	714-644-3484	01/26/98	333272	335329	2075	02/25	109.46				109.46	00
186704 ELITE	714-644-3484	04/13/98	342779	355425	2549	05/13	20.56		20.56			00
TOTAL							130.02		20.56		109.46	
187270 ELLIO	206-383-3883	04/14/98	42975A	M42975		05/14	4.68		4.68			00
				A								
46903 EMPRLS	541-782-4918	10/14/97	319824	331225	LILIAN1008	11/13	0.01				.01	00
189390 ESKCO	937-865-0498	12/23/97	30363A	M30363		01/22	13.24				13.24	00
				A								
189390 ESKCO	937-865-0498	05/19/98	347287	361775	9839115	06/18	22.15	22.15				00
TOTAL							35.39	22.15			13.24	
190427 EVERG	212-242-4438	05/21/98	981543	362204	INV# 338309	06/20	-12.30	-12.30				00
190571 EVERY	818-597-9900	01/20/98	32733A	M32733		02/19	56.00				56.00	00
				A								
190850 EXECU	203-656-3155	09/26/97	317796	328262	15372	10/26	14.00				14.00	00
190930 EXECU	602-966-1919	04/28/98	344679	358965	RUSS JOHNSON	05/28	4.46		4.46			00
190950 EXECU	619-584-3277	05/02/97	02476A	M02476		06/01	142.53				142.53	00
				A								
46740 FABRIC	--	12/12/97	328925	341964	REPAIR-1	01/11	5.75				5.75	00
46741 FANCAR	502-360-9849	03/09/98	338560	352147		04/08	9.32			9.32		00
46741 FANCAR	502-360-9849	03/31/98	341426	355395	MARIA -1	04/30	7.20		7.20			00
46741 FANCAR	502-360-9849	04/28/98	344672	358126	98119	05/28	43.85		43.85			00
TOTAL							60.37		51.05		9.32	
192465 FARRI	612-456-9800	05/19/98	347329	361786	13907	06/18	20.28	20.28				00
46816 FASHIO	972-907-2352	09/10/97	315575	323223	24	10/10	1000.00				1000.00	00
192508 FAULT	408-275-1625	02/11/98	35220A	M35220		03/13	5.99				5.99	00
				A								
192557 FAVIS	506-228-5810	05/08/98	346046	358797	100422	06/07	61.43	61.43				00
193230 FELLE	210-828-7018	03/23/98	340426	353081	17215	04/22	84.11			84.11		00
193230 FELLE	210-828-7018	03/23/98	340449	352478	17158	04/22	241.80			241.80		00
TOTAL							325.91				325.91	

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

CU# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WHS	
218448 FLETC	704-714-6400	05/06/98	345795	357675	550417803	06/05	1160.10	1160.10				001	
218448 FLETC	704-714-6400	05/08/98	346076	360526	482	06/07	38.45	38.45				001	
218448 FLETC	704-714-6400	05/11/98	346253	360762	485 -1	06/10	32.45	32.45				001	
218448 FLETC	704-714-6400	05/11/98	346279	359278	289310	06/10	621.71	621.71				001	
218448 FLETC	704-714-6400	05/11/98	346311	360792	410511	06/10	33.78	33.78				001	
218448 FLETC	704-714-6400	05/12/98	346396	358560	660423810	06/11	1438.35	1438.35				001	
218448 FLETC	704-714-6400	05/12/98	346430	359188	66042881	06/11	1817.70	1817.70				001	
218448 FLETC	704-714-6400	05/13/98	346642	360330		06/12	31.02	31.02				001	
218448 FLETC	704-714-6400	05/14/98	346809	359514	R606REX	06/13	994.20	994.20				001	
218448 FLETC	704-714-6400	05/14/98	346852	360103	110505902	06/13	1805.00	1805.00				001	
218448 FLETC	704-714-6400	05/15/98	346911	361403	27S -1	06/14	37.35	37.35				001	
218448 FLETC	704-714-6400	05/15/98	346930	360753	48S	06/14	102.45	102.45				001	
218448 FLETC	704-714-6400	05/15/98	347044	360633	150508834	06/14	246.90	246.90				001	
218448 FLETC	704-714-6400	05/19/98	347370	360368	110506801	06/18	81.45	81.45				001	
218448 FLETC	704-714-6400	05/20/98	347501	359844	660501804	06/19	1180.00	1180.00				001	
218448 FLETC	704-714-6400	05/26/98	347924	361135	420511802	06/25	333.80	333.80				001	
218448 FLETC	704-714-6400	05/27/98	348116	362743	28S	06/26	8.66	8.66				001	
218448 FLETC	704-714-6400	05/28/98	348289	360442	550507804	06/27	1132.10	1132.10				001	
TOTAL							14279.49	12352.89	1926.60				
195760 FLUMM	516-482-1940	08/01/96	70156A	M70156		08/31	5.95				5.95	001	
46868 FOCUS	330-630-9109	04/21/98	343834	356207	M1368	05/21	10.21		10.21			001	
46823 FORGET	714-533-9321	08/14/97	12659A	M12659		09/13	11.96				11.96	001	
196474 FORTI	203-281-4774	09/13/96	74685B	M74685		10/13	831.05				831.05	001	
197090 FOURT	248-354-4747	06/27/97	08452A	M08452		07/27	40.00				40.00	001	
197090 FOURT	248-354-4747	08/06/97	11942A	M11942		09/05	90.00				90.00	001	
197090 FOURT	248-354-4747	11/26/97	26413A	M26413		12/26	18.74				18.74	001	
197090 FOURT	248-354-4747	02/10/98	35136A	M35136		03/12	28.00				28.00	001	
197090 FOURT	248-354-4747	03/26/98	40806A	M40806		04/25	20.00			20.00		001	
197090 FOURT	248-354-4747	02/13/97	92407A	M92407		03/15	8.60				8.60	001	
197090 FOURT	248-354-4747	10/27/97	321807	334015	TRACEY -1	11/26	15.15				15.15	001	
TOTAL							220.49		20.00		200.49		
197700 FRANC	615-242-0501	05/15/98	346946	359705	551841	06/14	1078.65	1078.65				001	

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **
 ** FOR ALL WAREHOUSES **

CUS# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WKS	
202900 GEIGE	207-783-2001	09/29/97	17965A	M17965		10/29	303.75				303.75	00	
202900 GEIGE	207-783-2001	10/10/97	19424A	M19424		11/09	61.00				61.00	00	
202900 GEIGE	207-783-2001	10/28/97	21918A	M21918		11/27	117.00				117.00	00	
202900 GEIGE	207-783-2001	10/31/97	22455A	M22455		11/30	75.00				75.00	00	
202900 GEIGE	207-783-2001	02/05/98	34522A	M34522		03/07	54.00				54.00	00	
202900 GEIGE	207-783-2001	11/22/95	43858A	M43858		12/22	17.70				17.70	00	
202900 GEIGE	207-783-2001	03/07/96	56600A	M56600		04/06	153.34				153.34	00	
202900 GEIGE	207-783-2001	04/02/96	59156A	M59156		05/02	84.15				84.15	00	
202900 GEIGE	207-783-2001	04/08/96	59616A	M59616		05/08	92.60				92.60	00	
202900 GEIGE	207-783-2001	04/12/96	60188A	M60188		05/12	29.70				29.70	00	
202900 GEIGE	207-783-2001	06/25/96	66888A	M66888		07/25	15.00				15.00	00	
202900 GEIGE	207-783-2001	07/11/96	68197A	M68197		08/10	114.49				114.49	00	
202900 GEIGE	207-783-2001	07/18/96	68815A	M68815		08/17	60.00				60.00	00	
202900 GEIGE	207-783-2001	10/16/96	78602A	M78602		11/15	6.07				6.07	00	
202900 GEIGE	207-783-2001	11/13/96	82431A	M82431		12/13	47.50				47.50	00	
202900 GEIGE	207-783-2001	11/26/96	84192A	M84192		12/26	39.60				39.60	00	
202900 GEIGE	207-783-2001	02/03/97	91131A	M91131		03/05	56.00				56.00	00	
202900 GEIGE	207-783-2001	10/02/97	95386A	M95386		11/01	12.30				12.30	00	
202900 GEIGE	207-783-2001	09/08/97	315095	326035	GE35498	10/08	7.74				7.74	00	
202900 GEIGE	207-783-2001	11/06/97	323421	335474	BILL HAISLET	12/06	2.99				2.99	00	
T													
TOTAL								1549.38				1549.38	
702919 GEIGE	801-942-5386	09/25/96	76060A	M76060		10/25	18.55				18.55	00	
260090 GENE	573-333-1750	05/20/98	347493	360303	2067	06/19	363.72	363.72				00	
4966 GENE TO	214-739-7177	05/26/98	347995	362630		07/25	20.30	20.30				00	

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **
 ** FOR ALL WAREHOUSES **

CL# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	W/IS
205000 GETTI	410-833-0820	02/10/97	91871A	M91871		03/12	32.73				32.73	001
			A									
205946 GIFTP	714-542-1696	05/12/98	346535	359078	2220	06/11	941.53	941.53				001
205946 GIFTP	714-542-1696	05/13/98	346627	359560	2226	06/12	1415.50	1415.50				001
205946 GIFTP	714-542-1696	05/13/98	346629	359715	2230	06/12	1150.00	1150.00				001
205946 GIFTP	714-542-1696	05/13/98	346631	360492	2243	06/12	633.74	633.74				001
205946 GIFTP	714-542-1696	05/13/98	346632	360495	2240	06/12	661.07	661.07				001
205946 GIFTP	714-542-1696	05/18/98	347174	360493	2241	06/17	1929.02	1929.02				001
205946 GIFTP	714-542-1696	05/27/98	348127	360494	2242	06/26	1241.90	1241.90				001
205946 GIFTP	714-542-1696	05/28/98	348287	361879	2259	06/27	211.89	211.89				001
205946 GIFTP	714-542-1696	05/29/98	348427	361878	2258	06/28	1204.50	1204.50				001
TOTAL							9389.15	9389.15				
46722 GLOBAL	626-444-4318	03/10/98	338700	352368	RENE -1	04/09	10.05			10.05		001
208330 GLOBA	508-988-0200	11/12/96	82161A	M82161		12/12	5.40				5.40	001
			A									
208330 GLOBA	508-988-0200	11/13/96	82366A	M82366		12/13	5.70				5.70	001
			A									
208330 GLOBA	508-988-0200	12/12/96	86410A	M86410		01/11	8.10				8.10	001
			A									
TOTAL							19.20				19.20	
208900 GOES	708-354-8070	03/11/98	38944A	M38944		04/10	15.88			15.88		001
			A									
209700 GOLDM	314-428-3000	11/06/97	22913A	M22913		12/06	-25.85				-25.85	001
			A									
209700 GOLDM	314-428-3000	11/07/97	23190A	M23190		12/07	-8.69				-8.69	001
			A									
209700 GOLDM	314-428-3000	01/20/98	23327A	M23327		02/19	-1159.96				-1159.96	001
			A									
209700 GOLDM	314-428-3000	01/14/97	89304B	M99304		02/13	12.90				12.90	001
			B									
209700 GOLDM	314-428-3000	04/30/98	345017	359367	43098KH	05/30	33.60	33.60				001
TOTAL							-1148.00	33.60			-1181.60	
170100 GOLDM	714-582-8118	05/06/98	345854	360195	8309	06/05	3.17	3.17				001
209800 GOLDN	615-244-3007	10/16/97	20293A	M20293		11/15	51.30				51.30	001
			A									
209800 GOLDN	615-244-3007	12/29/97	30582A	M30582		01/28	2.95				2.95	001
			A									
209800 GOLDN	615-244-3007	12/29/97	30683A	M30683		01/28	7.50				7.50	001
			A									

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

CU# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WH#
215310 GROUP	414-425-2080	03/27/98	341000	352522	118496	05/26	1714.50			1714.50		00
215310 GROUP	414-425-2080	03/27/98	341041	354639	119542	05/26	779.93			779.93		00
215310 GROUP	414-425-2080	03/27/98	341042	354669	912402	05/26	2790.51			2790.51		00
215310 GROUP	414-425-2080	03/30/98	341158	349370	116962	05/29	3106.29			3106.29		00
215310 GROUP	414-425-2080	03/31/98	341298	351535	118116	05/30	4018.70		4018.70			00
215310 GROUP	414-425-2080	03/31/98	341408	355334	119849	05/30	1406.86		1406.86			00
215310 GROUP	414-425-2080	04/01/98	341487	353281	719556	05/31	3228.80		3228.80			00
215310 GROUP	414-425-2080	04/01/98	341524	354676	911802	05/31	291.61		291.61			00
215310 GROUP	414-425-2080	04/02/98	341700	355661	719662	06/01	66.25		66.25			00
215310 GROUP	414-425-2080	04/02/98	341715	354667	911753	06/01	865.51		865.51			00
215310 GROUP	414-425-2080	04/03/98	341863	355335	119853	06/02	651.08		651.08			00
215310 GROUP	414-425-2080	04/03/98	341998	352088		06/02	52.45		52.45			00
215310 GROUP	414-425-2080	04/06/98	342032	354509	119475	06/05	1027.50		1027.50			00
215310 GROUP	414-425-2080	04/06/98	342129	356165	719612	06/05	180.00		180.00			00
215310 GROUP	414-425-2080	04/07/98	342311	356213	719611	06/06	36.05		36.05			00
215310 GROUP	414-425-2080	04/08/98	342450	356213	719611	06/07	17.70		17.70			00
215310 GROUP	414-425-2080	04/09/98	342480	353826	119085	06/08	3310.75		3310.75			00
215310 GROUP	414-425-2080	04/13/98	342820	354692	119547	06/12	3731.33		3731.33			00
215310 GROUP	414-425-2080	04/15/98	343087	355433	119896	06/14	206.13		206.13			00
215310 GROUP	414-425-2080	04/15/98	343138	353546	118980	06/14	1679.23		1679.23			00
215310 GROUP	414-425-2080	04/15/98	343141	355610	911803	06/14	1604.39		1604.39			00
215310 GROUP	414-425-2080	04/15/98	343244	357484	240021	06/14	18.88		18.88			00
215310 GROUP	414-425-2080	04/16/98	343346	356782	120498	06/15	117.39		117.39			00
215310 GROUP	414-425-2080	04/16/98	343388	354639	119542	06/15	523.03		523.03			00
215310 GROUP	414-425-2080	04/20/98	343621	355967	910204	06/19	939.85		939.85			00
215310 GROUP	414-425-2080	04/20/98	343741	355997	120211	06/19	1222.05		1222.05			00
215310 GROUP	414-425-2080	04/20/98	343758	357316		06/19	80.10		80.10			00
215310 GROUP	414-425-2080	04/22/98	343975	356443	120381	06/21	996.76		996.76			00
215310 GROUP	414-425-2080	04/22/98	344012	358360	121225	06/21	21.90		21.90			00
215310 GROUP	414-425-2080	04/22/98	344032	354673	119545	06/21	1947.59		1947.59			00
215310 GROUP	414-425-2080	04/24/98	344290	358150	121147	06/23	520.73		520.73			00
215310 GROUP	414-425-2080	04/24/98	344344	355428	119898	06/23	1862.45		1862.45			00
215310 GROUP	414-425-2080	04/24/98	344434	358180		06/23	191.19		191.19			00
215310 GROUP	414-425-2080	04/27/98	344625	358515	719697-1	06/26	91.15		91.15			00
215310 GROUP	414-425-2080	04/28/98	344651	355430	119897	06/27	2244.15		2244.15			00
215310 GROUP	414-425-2080	04/29/98	344812	357779	120904	06/28	411.61		411.61			00
215310 GROUP	414-425-2080	04/29/98	344906	359291	719701	06/28	4.80		4.80			00
215310 GROUP	414-425-2080	05/01/98	345312	359699	917951	06/30	6812.70	6812.70				00
215310 GROUP	414-425-2080	05/07/98	346016	359329	121588	07/06	2285.50	2285.50				00
215310 GROUP	414-425-2080	05/13/98	346590	361040	122296	07/12	973.73	973.73				00
215310 GROUP	414-425-2080	05/13/98	346648	360814	121990-1	07/12	23.10	23.10				00
215310 GROUP	414-425-2080	05/14/98	346730	358150	121147	07/13	778.83	778.83				00
215310 GROUP	414-425-2080	05/14/98	346837	359565	121647	07/13	159.13	159.13				00
215310 GROUP	414-425-2080	05/18/98	347128	359276	121560	07/17	317.27	317.27				00
215310 GROUP	414-425-2080	05/18/98	347206	361029	719725	07/17	17.70	17.70				00
215310 GROUP	414-425-2080	05/18/98	347222	361210	122345-	07/17	93.60	93.60				00
215310 GROUP	414-425-2080	05/20/98	347415	359464	121613	07/19	3732.39	3732.39				00
215310 GROUP	414-425-2080	05/20/98	347452	358400	719697-2	07/19	220.80	220.80				00
215310 GROUP	414-425-2080	05/22/98	347759	362336	122776	07/21	21.63	21.63				00
215310 GROUP	414-425-2080	05/26/98	347915	359462	121612	07/25	2928.21	2928.21				00

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

CU# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	W#IS
F												
179450 H DER 773-583-2222		08/26/96	272750	280607	DENNISDERMER	09/25	35.40				35.40	001
179450 H DER 773-583-2222		08/28/96	273077	280527	UNIBKFRPT	09/27	103.50				103.50	001
179450 H DER 773-583-2222		09/06/96	273824	279091	53755	10/06	2000.00				2000.00	001
179450 H DER 773-583-2222		12/31/96	288186	261887	DENNIS DERME	01/30	53.40				53.40	001
R												
179450 H DER 773-583-2222		01/24/97	290345	299723	KENNY012497	02/23	20.75				20.75	001
179450 H DER 773-583-2222		02/05/97	291500	300807	COLUMBIA/TRI	03/07	74.20				74.20	001
S												
179450 H DER 773-583-2222		04/21/97	301053	305007	56731	05/21	40.00				40.00	001
179450 H DER 773-583-2222		05/01/97	302415	312570	55519	05/31	17.28				17.28	001
179450 H DER 773-583-2222		05/07/97	302921	305004	56713	06/06	40.00				40.00	001
179450 H DER 773-583-2222		05/19/97	304205	314612	CHICAGOSHOW	06/18	4.09				4.09	001
-1												
179450 H DER 773-583-2222		05/22/97	304790	315261	57809-S	06/21	103.85				103.85	001
179450 H DER 773-583-2222		06/11/97	306727	317227	HCURRL	07/11	-59.74				-59.74	001
179450 H DER 773-583-2222		07/02/97	308906	319471	KD60197	08/01	38.40				38.40	001
179450 H DER 773-583-2222		07/11/97	309700	320392	SSMTVHIP	08/10	18.60				18.60	001
179450 H DER 773-583-2222		07/29/97	311232	322113	58996	08/28	59.74				59.74	001
179450 H DER 773-583-2222		09/06/97	314975	326106	NANCY90597	10/06	18.30				18.30	001
179450 H DER 773-583-2222		09/11/97	315765	327200	DENNIS -1	10/11	12.25				12.25	001
179450 H DER 773-583-2222		09/23/97	317234	327020	59570	10/23	509.25				509.25	001
179450 H DER 773-583-2222		09/25/97	317506	329298	KEN DERMER	10/25	47.34				47.34	001
179450 H DER 773-583-2222		09/29/97	317838	325033	59351	10/29	28.00				28.00	001
179450 H DER 773-583-2222		10/31/97	322644	334997	DD103197	11/30	30.10				30.10	001
179450 H DER 773-583-2222		11/04/97	322893	318077	58386	12/04	235.00				235.00	001
179450 H DER 773-583-2222		11/14/97	324562	337407	SG111497	12/14	3.68				3.68	001
179450 H DER 773-583-2222		11/18/97	325012	333173	60251	12/18	28.00				28.00	001
179450 H DER 773-583-2222		11/21/97	325646	335533	60460	12/21	939.73				939.73	001
179450 H DER 773-583-2222		11/28/97	326666	337671	SELF-PROMO	12/28	565.00	565.00				001
179450 H DER 773-583-2222		01/05/98	331065	343637	SMS19	02/04	-4.79				-4.79	001
179450 H DER 773-583-2222		01/09/98	331681	344352	KDDISCOVER	02/08	69.80				69.80	001
179450 H DER 773-583-2222		02/13/98	335692	347344	61481	03/15	15.00				15.00	001
179450 H DER 773-583-2222		02/25/98	337040	348328	61618	03/27	40.00				40.00	001
179450 H DER 773-583-2222		03/18/98	339873	352298	REVCOR	04/17	136.83			136.83		001
179450 H DER 773-583-2222		03/20/98	340160	346689	61467	04/19	7500.00			7500.00		001
179450 H DER 773-583-2222		03/23/98	340373	354221	SHEILA KAIL	04/02	14.95			14.95		001
179450 H DER 773-583-2222		03/24/98	340623	354444	ROB -1	04/23	17.10			17.10		001
179450 H DER 773-583-2222		03/30/98	341232	352988	62061	04/29	844.25			844.25		001
179450 H DER 773-583-2222		03/31/98	341352	355253	HENRY -1	04/30	20.90		20.90			001
179450 H DER 773-583-2222		04/02/98	341670	354033	62161	05/02	1070.60		1070.60			001
179450 H DER 773-583-2222		04/02/98	341773	355748	KENNY -1	05/02	15.35		15.35			001
179450 H DER 773-583-2222		04/03/98	342000	354894	SPECSAMPLE/R	05/03	61.33		61.33			001
L												
179450 H DER 773-583-2222		04/06/98	342134	356181	LISA SHAYNE	05/06	13.68		13.68			001
179450 H DER 773-583-2222		04/08/98	342323	354413	62203	05/08	281.77		281.77			001
179450 H DER 773-583-2222		04/08/98	342324	354417	62202	05/08	359.50		359.50			001
179450 H DER 773-583-2222		04/10/98	342753	356543	62443-1	05/10	48.75		48.75			001
179450 H DER 773-583-2222		04/15/98	343176	357012	ROB-4	05/15	55.35		55.35			001
179450 H DER 773-583-2222		04/15/98	343188	357457	DENNIS -1	05/15	23.68		23.68			001

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **
 ** FOR ALL WAREHOUSES **

CUS# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WHS
TOTAL							6855.10	6201.28	636.76	13.50	3.56	
218450 HA-LO	847-647-2300	09/25/97	17650A	M17650		10/25	66.10				66.10	001
			A									
218450 HA-LO	847-647-2300	11/18/97	25156B	M25156		12/18	-17.69				-17.69	001
			B									
218450 HA-LO	847-647-2300	01/29/98	33719A	M33719		02/28	440.10				440.10	001
			A									
218450 HA-LO	847-647-2300	01/29/98	33801A	M33801		02/28	25.45				25.45	001
			A									
218450 HA-LO	847-647-2300	03/03/98	37910A	M37910		04/02	75.57			75.57		001
			A									
218450 HA-LO	847-647-2300	04/02/98	41745A	M41745		05/02	44.40		44.40			001
			A									
218450 HA-LO	847-647-2300	04/22/98	43984A	M43984		05/22	312.08		312.08			001
			A									
218450 HA-LO	847-647-2300	04/20/98	343736	M34373		05/20	75.40		75.40			001
			6									
218450 HA-LO	847-647-2300	04/20/98	343739	M34373		05/20	65.35		65.35			001
			9									
218450 HA-LO	847-647-2300	04/21/98	343892	358084	9632832A	05/21	4.23		4.23			001
218450 HA-LO	847-647-2300	04/23/98	344092	335077	DRLH955 -1	05/23	153.20		153.20			001
218450 HA-LO	847-647-2300	04/23/98	344093	335080	DRLH955 -1	05/23	122.50		122.50			001
218450 HA-LO	847-647-2300	05/05/98	345537	359956	S243050498	06/04	17.40	17.40				001
218450 HA-LO	847-647-2300	04/17/98	981100	357763	INV# 329428	05/17	-22.00		-22.00			001
TOTAL							1362.09	17.40	755.16	75.57	513.96	
232280 HA-LO	216-292-2595	03/20/96	57831A	M57831		04/19	-16.50				-16.50	001
			A									
250900 HA-LO	914-694-4900	06/11/97	06679A	M06679		07/11	8.21				8.21	001
			A									
250900 HA-LO	914-694-4900	07/28/95	33437B	M33437		08/27	22.59				22.59	001
			B									
250900 HA-LO	914-694-4900	11/02/95	43257A	M43257		12/02	28.00				28.00	001
			A									
250900 HA-LO	914-694-4900	11/06/95	43690A	M43690		12/06	19.15				19.15	001
			A									
250900 HA-LO	914-694-4900	12/07/95	47701A	M47701		01/06	28.00				28.00	001
			A									
250900 HA-LO	914-694-4900	03/18/96	57600A	M57600		04/17	30.52				30.52	001
			A									
250900 HA-LO	914-694-4900	09/09/96	74115A	M74115		10/09	360.00				360.00	001
			A									
250900 HA-LO	914-694-4900	09/23/96	75752A	M75752		10/23	30.00				30.00	001
			A									
250900 HA-LO	914-694-4900	09/30/96	76583A	M76583		10/30	15.30				15.30	001
			A									

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

CU# & NAME	TELEPHONE	INV DATE	INVT	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	W.S
220725 HARRI	423-867-9081	08/05/97	11887A	M11987		09/04	20.20				20.20	001
			A									
220725 HARRI	423-867-9081	12/02/97	26982A	M26982		01/01	200.00				200.00	001
			A									
220725 HARRI	423-867-9081	01/21/98	32857A	M32857		02/20	36.60				36.60	001
			A									
220725 HARRI	423-867-9081	02/19/98	36297A	M36297		03/21	55.00				55.00	001
			A									
220725 HARRI	423-867-9081	02/23/98	36725A	M36725		03/25	55.00				55.00	001
			A									
TOTAL							366.80				366.80	
130500 HARRY	616-454-9414	04/04/97	99178A	M99178		05/04	-4.00				-4.00	001
			A									
47146 HEARD	888-975-3024	04/03/98	341967	355230	1002	05/03	183.68		183.68			001
224615 HERMA	314-432-1800	02/09/98	34974A	M34974		03/11	3.78				3.78	001
			A									
224615 HERMA	314-432-1800	02/23/98	36769A	M36769		03/25	576.00				576.00	001
			A									
TOTAL							579.78				579.78	
225275 HINDA	773-890-5900	07/25/97	10950A	M10950		08/24	12.38				12.38	001
			A									
336890 HOLID	412-241-8032	06/16/97	07117A	M07117		07/16	206.70				206.70	001
			A									
226292 HOME	301-309-0752	02/09/98	334982	345786	2410	03/11	2141.52				2141.52	001
231625 I.H.	305-716-2842	09/10/97	315613	326786	SAMPLES	10/10	-9.36				-9.36	001
45336 IDAHO	208-323-2462	05/29/98	348412	360019	50598	06/28	21.88	21.88				001
229490 IDEA	213-870-0700	09/19/97	16902A	M16902		11/03	-6.58				-6.58	001
			A									
229490 IDEA	213-870-0700	01/16/98	32511A	M32511		03/02	-72.95				-72.95	001
			A									
229490 IDEA	213-870-0700	01/28/98	33588A	M33588		03/14	-15.00				-15.00	001
			A									
229490 IDEA	213-870-0700	03/09/98	38679A	M38679		04/23	-6.32			-6.32		001
			A									
229490 IDEA	213-870-0700	12/05/96	85233A	M85233		01/19	-15.00				-15.00	001
			A									
229490 IDEA	213-870-0700	07/17/96	268636	263159	106958	09/15	628.75				628.75	001
229490 IDEA	213-870-0700	03/14/97	296183	305598	HARLEM	04/28	-17.88				-17.88	001
229490 IDEA	213-870-0700	04/01/97	298786	308693	307507-S	05/16	128.64				128.64	001

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

DU# & NAME	TELEPHONE	INV DATE	INVT	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WHIS
229490 IDEA	213-870-0700	03/06/98	339533	352130	333JR	04/20	75.25			75.25		001
229490 IDEA	213-870-0700	03/19/98	339997	353789	31552	05/03	93.68			93.68		001
229490 IDEA	213-870-0700	03/24/98	340493	354322	31546	05/08	-4.75			-4.75		001
229490 IDEA	213-870-0700	03/24/98	340504	354343	31725	05/08	52.41			52.41		001
229490 IDEA	213-870-0700	03/30/98	341261	355187	11281	05/14	-18.90			-18.90		001
229490 IDEA	213-870-0700	03/31/98	341429	355398	5533CE	05/15	34.56		34.56			001
229490 IDEA	213-870-0700	04/02/98	341787	355687	71884	05/17	-10.65		-10.65			001
229490 IDEA	213-870-0700	04/03/98	341938	355851	31576	05/18	14.35		14.35			001
229490 IDEA	213-870-0700	04/03/98	341969	355887	RTN SAMPLES	05/18	44.55		44.55			001
229490 IDEA	213-870-0700	04/07/98	342192	264583	106670	06/06	142.25		142.25			001
229490 IDEA	213-870-0700	04/13/98	342821	356418		05/28	21.27		21.27			001
229490 IDEA	213-870-0700	04/13/98	342835	357085	31561-1	05/28	14.23		14.23			001
229490 IDEA	213-870-0700	04/13/98	342898	357102	1972RG	05/28	22.13		22.13			001
229490 IDEA	213-870-0700	04/15/98	343237	357479	659MH	05/30	12.02		12.02			001
229490 IDEA	213-870-0700	04/16/98	343301	357079	RENEEAIRCRAF	05/31	18.10		18.10			001
T												
229490 IDEA	213-870-0700	04/16/98	343322	356593	141789	05/31	1350.80		1350.80			001
229490 IDEA	213-870-0700	04/16/98	343375	353510	140789	05/31	675.10		675.10			001
229490 IDEA	213-870-0700	04/17/98	343409	355797	141393	06/01	3242.33		3242.33			001
229490 IDEA	213-870-0700	04/20/98	343581	356726	141779	06/04	435.62		435.62			001
229490 IDEA	213-870-0700	04/20/98	343675	356486	141714	06/04	248.42		248.42			001
229490 IDEA	213-870-0700	04/20/98	343706	356917	147196	06/04	540.75		540.75			001
229490 IDEA	213-870-0700	04/20/98	343759	358036	591511	06/04	31.70		31.70			001
229490 IDEA	213-870-0700	04/21/98	343791	358046	33653	06/05	57.42		57.42			001
229490 IDEA	213-870-0700	04/21/98	343792	358048	33655	06/05	44.18		44.18			001
229490 IDEA	213-870-0700	04/21/98	343855	358206	14523-S	06/05	231.05		231.05			001
229490 IDEA	213-870-0700	04/22/98	344078	358394	142396	06/06	114.31		114.31			001
229490 IDEA	213-870-0700	04/23/98	344162	358199	142348	06/07	599.00		599.00			001
229490 IDEA	213-870-0700	04/23/98	344179	356454	141741	06/07	2044.84		2044.84			001
229490 IDEA	213-870-0700	04/23/98	344190	357745	7101KR	06/07	18.84		18.84			001
229490 IDEA	213-870-0700	04/27/98	344467	358759	PALMSRINGDA	06/11	7.47		7.47			001
VI												
229490 IDEA	213-870-0700	04/27/98	344468	358762	PALMSRINGDW	06/11	6.76		6.76			001
IG												
229490 IDEA	213-870-0700	04/27/98	344469	358763	PALMSRINGCA	06/11	8.85		8.85			001
RO												
229490 IDEA	213-870-0700	04/27/98	344475	358774	PALAM SPRING	06/11	9.91		9.91			001
S												
229490 IDEA	213-870-0700	04/27/98	344477	358779	PALM SPRING	06/11	6.56		6.56			001
SH												
229490 IDEA	213-870-0700	04/27/98	344484	358810	JJ123 -1	06/11	14.40		14.40			001
229490 IDEA	213-870-0700	04/27/98	344486	358758	7104142	06/11	21.30		21.30			001
229490 IDEA	213-870-0700	04/27/98	344487	358761	PALMSRINGJA	06/11	9.08		9.08			001
NE												
229490 IDEA	213-870-0700	04/27/98	344619	358913	24C97DH	06/11	14.87		14.87			001
229490 IDEA	213-870-0700	04/28/98	344652	355821	141538	06/12	1179.50		1179.50			001
229490 IDEA	213-870-0700	04/28/98	344671	358043	55162	06/12	32.38		32.38			001
229490 IDEA	213-870-0700	04/29/98	344807	357357	142055	06/13	1153.45		1153.45			001
229490 IDEA	213-870-0700	04/29/98	344913	359180	142611-1	06/13	26.00		26.00			001
229490 IDEA	213-870-0700	04/29/98	344924	355791	141523	06/13	8024.10		8024.10			001

TRADEMARK

REEL: 002652 FRAME: 0536

CUS# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WH#
229490 IDEA	213-870-0700	05/22/98	347722	360621	143104	07/06	353.17	353.17				001
229490 IDEA	213-870-0700	05/27/98	348177	362778	5602CE	07/11	23.03	23.03				001
229490 IDEA	213-870-0700	05/28/98	348192	358760	PALMSRINGJU	07/12	12.51	12.51				001
					DY							
229490 IDEA	213-870-0700	05/28/98	348193	358761	PALMSRINGJA	07/12	8.68	8.68				001
					NE							
229490 IDEA	213-870-0700	05/28/98	348197	359665	PALM SPRING	07/12	3.38	3.38				001
					SH							
229490 IDEA	213-870-0700	05/28/98	348297	361945	71940	07/12	61.10	61.10				001
229490 IDEA	213-870-0700	05/28/98	348335	362301	61361	07/12	70.25	70.25				001
229490 IDEA	213-870-0700	05/28/98	348337	362949	AZ93001	07/12	11.57	11.57				001
229490 IDEA	213-870-0700	11/11/97	973329	336706	INV# 303959	12/26	-10.65				-10.65	001
229490 IDEA	213-870-0700	01/13/98	980109	344657	INV# 311432	02/27	-18.30				-18.30	001
229490 IDEA	213-870-0700	01/13/98	980110	344658	INV# 301964	02/27	-10.58				-10.58	001
229490 IDEA	213-870-0700	04/16/98	981079	357567	INV# 335998	05/31	-100.50		-100.50			001
229490 IDEA	213-870-0700	04/16/98	981080	357571	INV# 335997	05/31	-24.60		-24.60			001
229490 IDEA	213-870-0700	05/13/98	981441	361084	INV# 332045	06/27	-11.55	-11.55				001
229490 IDEA	213-870-0700	05/22/98	981558	362380	INV# 337368	07/06	-61.50	-61.50				001
TOTAL							40107.49	14571.36	20366.38	188.04	4981.71	
230184 IMAGE	301-699-0703	01/22/98	32994A	M32994		02/21	16.05				16.05	001
				A								
230184 IMAGE	301-699-0703	03/03/98	337955	347307	50155	04/02	18.30			18.30		001
TOTAL							34.35			18.30	16.05	
230054 IMAGE	714-774-4414	12/26/97	26442A	M26442		01/25	11.09				11.09	001
				A								
230076 IMAGE	714-888-3755	03/06/97	94968A	M94968		04/05	35.95				35.95	001
				A								
230076 IMAGE	714-888-3755	04/01/97	98720A	M98720		05/01	-1078.00				-1078.00	001
				A								
230076 IMAGE	714-888-3755	02/18/98	336154	349593	DAVID -1	03/20	18.04				18.04	001
230076 IMAGE	714-888-3755	04/24/98	344363	356756	2770	05/24	1258.70		1258.70			001
230076 IMAGE	714-888-3755	04/29/98	344797	355819	2747	05/29	3337.00		3337.00			001
TOTAL							3571.69		4595.70		-1024.01	
46720 IMAGE	818-906-3299	05/19/97	04281A	M04281		06/18	95.75				95.75	001
				A								
46886 IMAGEW	912-743-5441	09/30/97	18064A	M18064		10/30	14.35				14.35	001
				A								
46886 IMAGEW	912-743-5441	05/29/98	348386	361455	11811	06/28	186.30	186.30				001
TOTAL							200.65	186.30			14.35	
230162 IMAGE	612-831-0220	03/02/98	37716A	M37716		04/01	5.00			5.00		001

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

CU# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WHS
230750 INCEN	719-633-7700	04/20/98	343657	357991	SHANE SMITH	05/20	4.81		4.81			001
230750 INCEN	719-633-7700	04/30/98	345066	359381	SHANE -1	05/30	3.58	3.58				001
TOTAL							14.09	3.58	4.31	5.70		
230790 INCEN	612-944-8284	02/03/98	34265A	M34265		03/05	59.68				59.68	001
			A									
305662 INCEN	248-737-2240	12/08/97	28051A	M28051		01/07	36.85				36.85	001
			A									
231220 INDUS	212-685-1557	04/21/97	01136A	M01136		05/21	331.25				331.25	001
			A									
231220 INDUS	212-685-1557	04/29/97	02107A	M02107		05/29	30.35				30.35	001
			A									
231220 INDUS	212-685-1557	06/02/97	05648A	M05648		07/02	32.60				32.60	001
			A									
231220 INDUS	212-685-1557	06/25/97	08198A	M08198		07/25	55.50				55.50	001
			A									
231220 INDUS	212-685-1557	07/11/97	09649A	M09649		08/10	15.15				15.15	001
			A									
231220 INDUS	212-685-1557	09/06/97	14918A	M14918		10/06	99.75				99.75	001
			A									
231220 INDUS	212-685-1557	12/22/97	29680A	M29680		01/21	10.10				10.10	001
			A									
231220 INDUS	212-685-1557	01/23/97	90240A	M90240		02/22	47.90				47.90	001
			A									
231220 INDUS	212-685-1557	11/24/97	973492	339035	INV# BONUS96	12/24	-15.15				-15.15	001
TOTAL							607.45				607.45	
261064 INFOG	617-783-2330	05/05/98	345528	358272	WD804237	06/04	816.15	816.15				001
231120 INKWE	908-536-2822	03/03/98	337943	348303	24622	04/02	5876.62			5876.62		001
231128 INLAN	909-783-3448	02/05/98	34510A	M34510		03/07	2.99				2.99	001
			A									
231137 INMAN	214-361-1045	01/29/98	33789A	M33789		02/28	22.64				22.64	001
			A									
47053 INNOVA	918-597-4474	04/22/98	344037	356513	981019	05/22	35.20		35.20			001
231628 INT'L	415-332-5030	04/11/97	300162	310148	MONTEREYSHOW	05/11	13.15				13.15	001
231628 INT'L	415-332-5030	11/24/97	326049	339107	CAROL -1	12/24	32.85				32.85	001
TOTAL							46.00				46.00	
231458 INTEG	606-254-8214	01/27/98	33479A	M33479		02/26	6.60				6.60	001
			A									

CUS# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WH
279600 JACK	310-815-2600	03/11/98	38913A	M38913		04/10	-2.85			-2.85		00
				A								
279600 JACK	310-815-2600	01/07/98	331254	343935	026	02/06	14.48				14.48	00
279600 JACK	310-815-2600	03/02/98	337647	349400	277446	04/01	5.55			5.55		00
279600 JACK	310-815-2600	03/09/98	338656	352305	1000224047-S	04/08	-1.72			-1.72		00
279600 JACK	310-815-2600	04/16/98	343356	351281	259209	05/16	94.38		94.38			00
279600 JACK	310-815-2600	04/17/98	343527	357770	1000424162	05/17	177.90		177.90			00
279600 JACK	310-815-2600	04/24/98	344342	354689	718002049	05/24	2044.00		2044.00			00
279600 JACK	310-815-2600	04/24/98	344399	358701	259215	05/24	24.60		24.60			00
279600 JACK	310-815-2600	05/01/98	345322	359731	333912	05/31	2.85	2.85				00
279600 JACK	310-815-2600	05/04/98	345458	357955	1000427253	06/03	204.80	204.80				00
279600 JACK	310-815-2600	05/04/98	345496	359202	10014SHINDAI	06/03	161.00	161.00				00
				WA								
279600 JACK	310-815-2600	05/06/98	345835	359091	259216	06/05	850.00	850.00				00
279600 JACK	310-815-2600	05/11/98	346232	360747	195PNAVABPGU	06/10	4.35	4.35				00
				R4								
279600 JACK	310-815-2600	05/11/98	346254	360769	RANDALLCOOPE	06/10	11.10	11.10				00
				R1								
279600 JACK	310-815-2600	05/11/98	346315	360812	712	06/10	13.20	13.20				00
279600 JACK	310-815-2600	05/13/98	346639	358230	136D.STATLER	06/12	20.00	20.00				00
				2								
279600 JACK	310-815-2600	05/14/98	346733	359232	KN252M	06/13	62.32	62.32				00
279600 JACK	310-815-2600	05/15/98	347042	360973	270-LEON DAV	06/14	40.71	40.71				00
				1D								
279600 JACK	310-815-2600	05/18/98	347216	360809	203349240-1	06/17	21.85	21.85				00
279600 JACK	310-815-2600	05/18/98	347227	361721	548CHALLIS	06/17	5.70	5.70				00
279600 JACK	310-815-2600	05/18/98	347230	351281	259209	06/17	134.40	134.40				00
279600 JACK	310-815-2600	05/19/98	347259	361789	16YWIDDICOMB	06/18	11.55	11.55				00
				E2								
279600 JACK	310-815-2600	05/20/98	347567	362122	957YWIST038	06/19	10.50	10.50				00
279600 JACK	310-815-2600	05/22/98	347699	357006	204443	06/21	717.70	717.70				00
279600 JACK	310-815-2600	05/26/98	347865	361280	1000546061	06/25	325.00	325.00				00
279600 JACK	310-815-2600	05/27/98	348095	362696	1000604162	06/26	265.49	265.49				00
279600 JACK	310-815-2600	05/27/98	348170	362803	61CNADEL1451	06/26	6.38	6.38				00
279600 JACK	310-815-2600	05/28/98	348272	362820	CRAIG -1	06/27	7.95	7.95				00
279600 JACK	310-815-2600	05/28/98	348277	359474	12823APR	06/27	3250.00	3250.00				00
279600 JACK	310-815-2600	05/29/98	348363	362092	204484	06/28	702.52	702.52				00
279600 JACK	310-815-2600	05/29/98	348491	363093	61CNADEL1453	06/28	4.65	4.65				00
279600 JACK	310-815-2600	04/16/98	981084	357587	INV# 290275	05/16	-15.30		-15.30			00
279600 JACK	310-815-2600	05/12/98	981416	360913	INV# 339639	06/11	-69.00	-69.00				00
TOTAL							9106.06	6765.02	2325.58	.98	14.48	
232850 JACKS	904-725-8100	12/18/97	29803A	M29803		01/17	44.60				44.60	00
				A								
233070 JAMCO	612-368-4600	02/21/96	54996A	M54996		03/22	185.90				185.90	00
				A								
233070 JAMCO	612-368-4600	02/21/96	55068A	M55068		03/22	42.65				42.65	00
				A								

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

CUS# & NAME	TELEPHONE	INV DATE	INV#	SD #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WHS
212290 JOE G	504-827-1809	05/20/97	04350A	M04350		06/19	61.49				61.49	001
			A									
130100 JOHN	860-289-9541	03/02/98	337643	348934	P00012	04/01	831.93			831.93		001
737775 JUELS	714-259-1143	05/19/97	04286B	M04286		06/18	-40.25				-40.25	001
			B									
237775 JUELS	818-347-0720	10/30/97	322398	334658	JERRY -1	11/29	17.99				17.99	001
237775 JUELS	818-347-0720	01/28/98	333586	346267	UNITEDSD	01/28	-25.99				-25.99	001
237775 JUELS	818-347-0720	04/09/98	342618	356753	7190	05/09	3.17		3.17			001
237775 JUELS	818-347-0720	04/14/98	343048	357278	7190 -1	05/14	-21.90		-21.90			001
237775 JUELS	818-347-0720	05/15/98	346953	361394	JOHN MATHIES	06/14	19.67	19.67				001
					EN							
TOTAL							-7.06	19.67	-18.73		-8.00	
237905 JUST	916-485-5656	05/20/98	347534	362097	5644	05/20	36.88	36.88				001
237905 JUST	916-485-5656	05/21/98	347658	362222	JOE52198	05/21	21.58	21.58				001
TOTAL							58.46	58.46				
238371 K M G	972-818-5500	09/18/97	316697	328366	LAUREN -1	10/18	-0.01				-0.01	001
238600 KAESE	513-735-1110	09/10/97	15464A	M15464		10/10	124.70				124.70	001
			A									
238600 KAESE	513-735-1110	07/23/97	310714	321296		08/22	11.10				11.10	001
TOTAL							135.80				135.80	
238645 KAHLE	515-334-0334	02/03/98	34076A	M34076		03/05	32.40				32.40	001
			A									
45669 KATHY	305-256-1686	12/18/97	329735	341315	1486	01/17	484.00				484.00	001
238325 KAUFM	650-508-4070	11/28/97	26815A	M26815		12/28	24.76				24.76	001
			A									
239365 KAY C.	310-715-6859	05/07/98	345999	357636	JALPY0498	06/06	37.15	37.15				001
239400 KAY-C	913-541-1665	04/01/98	341516	355511	MADLINE -1	05/01	5.62		5.62			001
40586 KD ENT	512-991-3221	09/26/96	76180A	M76180		10/26	20.16				20.16	001
			A									
40586 KD ENT	512-991-3221	12/17/96	287119	293922	2024	01/16	12.54				12.54	001
TOTAL							32.70				32.70	
240000 KEENE	617-426-1200	09/09/97	15299A	M15299		10/09	100.45				100.45	001
			A									

CUS# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER POS	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WHS
356000 LEE W	815-625-0980	12/12/97	28816A	M28816		01/11	85.00				85.00	001
			A									
356000 LEE W	815-625-0980	12/19/97	29893A	M29893		01/18	127.00				127.00	001
			A									
356000 LEE W	815-625-0980	01/27/97	90568A	M90568		02/26	21.30				21.30	001
			A									
356000 LEE W	815-625-0980	03/24/97	97361A	M97361		04/23	65.94				65.94	001
			A									
TOTAL							399.34				399.34	
46559 LEFFEW	910-659-1209	01/31/97	90972A	M90972		03/02	-6.00				-6.00	001
			A									
251545 LEHMA	954-458-2334	07/18/97	10287A	M10287		08/17	28.00				28.00	001
			A									
251545 LEHMA	954-458-2334	12/10/97	28414A	M28414		01/09	26.45				26.45	001
			A									
251545 LEHMA	954-458-2334	12/29/97	30576A	M30576		01/28	128.00				128.00	001
			A									
TOTAL							182.45				182.45	
252530 LETSC	417-831-2525	03/16/98	39359A	M39359		04/15	24.00			24.00		001
			A									
252530 LETSC	417-831-2525	05/06/98	345791	360268	BOB -2	06/05	5.53	5.53				001
TOTAL							29.53	5.53		24.00		
253229 LEVY	510-763-4540	01/22/97	70225A	M70225		02/21	-30.00				-30.00	001
			A									
253158 LEVY	305-592-5389	12/04/97	327388	338540	22233	01/03	23.45				23.45	001
253180 LEVY	717-322-2695	02/17/98	335933	349343	IRV -1	03/19	8.85				8.85	001
253180 LEVY	717-322-2695	03/25/98	980852	354573	INV# 333320	04/24	-53.10			-53.10		001
TOTAL							-44.25			-53.10	8.85	
254451 LIQUI	312-850-2280	09/19/97	316904	327620	1395	10/19	95.40				95.40	001
254853 LIT'S	810-335-3069	08/22/97	13513A	M13513		09/21	6.75				6.75	001
			A									
47128 LMB &	336-725-7229	04/02/98	341669	354000	3319	05/02	402.15		402.15			001
255308 LOGO	801-752-1718	04/16/96	60434B	M60434		05/16	-200.00				-200.00	001
			B									
47199 M PRIN	509-520-4022	05/22/98	347719	360456	12576	06/21	34.18	34.18				001

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

CUS# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WH#
259995 MAJOR	805-579-0036	10/31/97	22583A	M22583		11/30	15.35				15.35	001
259995 MAJOR	805-579-0036	01/14/98	32040A	M32040		02/13	22.25				22.25	001
259995 MAJOR	805-579-0036	02/13/98	35707A	M35707		03/15	27.23				27.23	001
TOTAL							104.12				104.12	
260005 MAKID	813-398-1414	09/02/97	314519	324143	9702602	01/30	16.20				16.20	001
47193 MAR-EO	630-543-9092	05/27/98	348029	359783	296007	06/26	40.61	40.61				001
260756 MARCA	305-477-5050	02/17/98	335763	347618	376ECT	03/19	27.16				27.16	001
260857 MARCE	650-589-2191	05/01/98	345332	359726	RICK -1	05/31	64.85	64.85				001
260857 MARCE	650-589-2191	05/28/98	348294	361697	10673	06/27	170.20	170.20				001
TOTAL							235.05	235.05				
261226 MARIA	787-743-4761	05/15/97	303938	310952	575	06/14	-0.58				-0.58	001
261226 MARIA	787-743-4761	06/20/97	971931	318319	INV# 303938	07/20	-110.30				-110.30	001
TOTAL							-110.88				-110.88	
46904 MARINI	216-331-3633	10/17/97	320401	331244	173A	11/16	-45.20				-45.20	001
261245 MARIO	593-429-7910	05/04/98	345505	358838	137	06/03	106.60	106.60				001
261245 MARIO	593-429-7910	05/05/98	345648	358838	137	06/04	9.87	9.87				001
TOTAL							116.47	116.47				
261250 MARIT	314-827-2204	08/07/97	09302A	M09302		09/06	62.01				62.01	001
45278 MARK S	818-357-9999	05/29/98	348405	362663		06/28	114.50	114.50				001
261370 MARK-	714-532-4559	11/04/97	17892A	M17892		12/04	-18.30				-18.30	001
261370 MARK-	714-532-4559	04/24/98	344376	356728	1707	05/24	15.04		15.04			001
TOTAL							-3.26		15.04		-18.30	
45141 MARKET	541-664-4646	10/13/97	19678A	M19678		11/12	187.64				187.64	001
261825 MARKE	713-482-9088	05/08/97	03137A	M03137		06/07	-25.98				-25.98	001
47006 MARKET	703-352-3600	05/20/98	347554	362014	KIMBERLYS209	06/19	16.15	16.15				001

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

CUS# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WFE
TOTAL							-18.05				-18.05	
268100 MERIT	512-863-8541	06/06/97	06134A	M06134		07/06	9.30				9.30	001
			A									
268930 METRO	800-962-9772	10/27/97	21720A	M21720		11/26	28.00				28.00	001
			A									
268930 METRO	800-962-9772	02/19/98	336372	349843	ERIC -1	03/21	32.25				32.25	001
TOTAL							60.25				60.25	
194030 MICHA	212-557-2500	02/17/98	35729A	M35729		03/19	74.50				74.50	001
			A									
269745 MID-A	816-471-5600	12/30/97	973934	343418	INV# 321185	01/29	-693.24				-693.24	001
269991 MID-E	614-475-0033	05/04/98	345472	355969	11093K	06/03	727.20	727.20				001
269991 MID-E	614-475-0033	05/18/98	347099	358563	11287	06/17	945.00	945.00				001
269991 MID-E	614-475-0033	05/18/98	347100	358582	11288	06/17	966.00	966.00				001
269991 MID-E	614-475-0033	05/28/98	348285	360298	11390	06/27	2442.50	2442.50				001
TOTAL							5080.70	5080.70				
270930 MIDWE	810-939-2600	05/08/98	346104	358588	1524	06/07	267.93	267.93				001
271393 MILLE	504-785-8250	02/24/98	36971A	M36971		03/26	8.14				8.14	001
			A									
273330 MINKU	520-326-6708	05/01/98	345331	359724	REUBEN -1	05/31	33.53	33.53				001
261863 MKTG	301-251-6300	04/21/98	343851	358166	BECKY -1	05/21	8.67		8.67			001
275350 MO' M	904-432-6301	03/03/98	37946A	M37946		04/02	91.24			91.24		001
			A									
275350 MO' M	904-432-6301	03/05/98	38191A	M38191		04/04	6.26			6.26		001
			A									
275350 MO' M	904-432-6301	03/12/98	80714A	M80714		04/11	-42.89			-42.89		001
			A									
TOTAL							54.61			54.61		
46197 MONARC	904-292-4020	04/10/97	299933	308756	HOT BOX	05/10	41.95				41.95	001
403 MONTCLAI	732-356-3778	10/14/97	319950	331949	SAMPLES -1	11/13	1201.74				1201.74	001
403 MONTCLAI	732-356-3778	11/25/97	326104	339226		01/24	70.80				70.80	001
403 MONTCLAI	732-356-3778	12/03/97	327274	340340		02/01	133.20				133.20	001
TOTAL							1405.74				1405.74	

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **
** FOR ALL WAREHOUSES **

CU# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WHS
281040 NATIO	619-675-3000	02/11/97	312360	323485	MARYS1197	09/10	-18.33				-18.33	001
TOTAL							52.60				52.60	
281700 NATIO	817-275-2678	04/03/98	41839A	M41839		05/03	15.00		15.00			001
282150 NELSO	920-236-7272	12/18/97	29720A	M29720		01/17	23.25				23.25	001
282150 NELSO	920-236-7272	01/14/98	31995A	M31995		02/13	50.50				50.50	001
282150 NELSO	920-236-7272	01/16/98	32408A	M32408		02/15	153.00				153.00	001
282150 NELSO	920-236-7272	02/20/98	36609A	M36609		03/22	24.75				24.75	001
282150 NELSO	920-236-7272	04/06/98	40217A	M40217		05/06	12.00		12.00			001
TOTAL							263.50		12.00		251.50	
282450 NEVIN	770-956-9500	09/19/97	16778A	M16778		10/19	15.30				15.30	001
282450 NEVIN	770-956-9500	02/05/98	34454A	M34454		03/07	28.20				28.20	001
282450 NEVIN	770-956-9500	03/10/98	38781A	M38781		04/09	12.00			12.00		001
TOTAL							55.50			12.00	43.50	
4444 NEW PRO	914-352-9700	07/29/97	311258	322255	11201	08/08	21.90				21.90	001
4444 NEW PRO	914-352-9700	10/28/97	322015	334308	12379	11/07	59.40				59.40	001
4444 NEW PRO	914-352-9700	04/09/98	342529	356554	14259	04/19	539.94		539.94			001
4444 NEW PRO	914-352-9700	04/23/98	344148	358498	14371	05/03	112.50		112.50			001
4444 NEW PRO	914-352-9700	05/01/98	345181	359566	14449	05/11	112.50	112.50				001
4444 NEW PRO	914-352-9700	05/05/98	345541	360000	14462	05/15	93.75	93.75				001
4444 NEW PRO	914-352-9700	05/08/98	346162	360616	14507	05/18	194.22	194.22				001
4444 NEW PRO	914-352-9700	05/12/98	346487	360948	14525	05/22	385.94	385.94				001
TOTAL							1520.15	786.41	652.44		81.30	
283300 NEWTO	515-792-4121	02/13/98	34897A	M34897		03/15	20.00				20.00	001
390 NIKKI SV	714-548-7409	10/16/97	320382	331875	NIKKI -1	11/15	1143.94				1143.94	001
390 NIKKI SV	714-548-7409	11/25/97	326106	339228		01/24	70.80				70.80	001
390 NIKKI SV	714-548-7409	12/03/97	327308	340333		02/01	133.20				133.20	001
390 NIKKI SV	714-548-7409	05/21/98	347585	360686	USIE-RE	07/20	348.36	348.36				001
390 NIKKI SV	714-548-7409	05/27/98	348171	362809	NIKKI52798	07/26	14.15	14.15				001
TOTAL							1710.45	362.51			1347.94	

== AR AGING REPORT ==
 == IN DETAIL BY CUSTOMER NAME === FOR 06 / 98 ==
 == FOR ALL WAREHOUSES ==

CUM # & NAME	TELEPHONE	INV DATE	INV#	SC #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	W/E
287685 ONE S 213-857-5520		06/06/97	306218	312841	21221	07/06	8.14				8.14	001
287685 ONE S 213-857-5520		07/23/97	310654	319229	22368	08/22	5.10				5.10	001
287685 ONE S 213-857-5520		08/22/97	313481	322992	1158	09/21	31.40				31.40	001
287685 ONE S 213-857-5520		09/06/97	314783	321199	1073	10/06	6.98				6.98	001
287685 ONE S 213-857-5520		09/06/97	314783-1	321199	1073	10/06	6.98				6.98	001
287685 ONE S 213-857-5520		10/21/97	320962	329404	25256	11/20	1.28				1.28	001
287685 ONE S 213-857-5520		10/22/97	321113	327987	25050	11/21	5.00				5.00	001
287685 ONE S 213-857-5520		10/29/97	322155	332537	1379	11/28	7.96				7.96	001
287685 ONE S 213-857-5520		11/20/97	325399	332752	25727	12/20	102.80				102.80	001
287685 ONE S 213-857-5520		12/10/97	328392	332309	1356	01/09	5.93				5.93	001
287685 ONE S 213-857-5520		12/12/97	328942	337089	1430	01/11	32.21				32.21	001
287685 ONE S 213-857-5520		12/16/97	329308	336394	26154	01/15	5.45				5.45	001
287685 ONE S 213-857-5520		01/15/98	332186	344377		02/14	40.00				40.00	001
287685 ONE S 213-857-5520		01/15/98	332187	344378		02/14	34.50				34.50	001
287685 ONE S 213-857-5520		01/23/98	333240	346191	1130	02/22	15.83				15.83	001
287685 ONE S 213-857-5520		02/05/98	334585	347729	1020	03/07	17.69				17.69	001
287685 ONE S 213-857-5520		02/12/98	335422	348735	JONATHAN2129	03/14	28.60				28.60	001
8												
287685 ONE S 213-857-5520		02/17/98	335861	349329	CAROL -1	03/19	46.20				46.20	001
287685 ONE S 213-857-5520		02/17/98	335927	343866	1521	03/19	7.28				7.28	001
287685 ONE S 213-857-5520		02/17/98	335928	345827	1552	03/19	47.56				47.56	001
287685 ONE S 213-857-5520		02/19/98	336271	349793	GREG -1	03/21	10.73				10.73	001
287685 ONE S 213-857-5520		02/19/98	336426	349432	STAR98.7	03/21	42.55				42.55	001
287685 ONE S 213-857-5520		02/24/98	336884	348277	28447	03/26	7.22				7.22	001
287685 ONE S 213-857-5520		02/24/98	336988	349432	STAR98.7	03/26	2.88				2.88	001
287685 ONE S 213-857-5520		02/26/98	337360	350812	1020	03/28	26.60				26.60	001
287685 ONE S 213-857-5520		03/04/98	338134	351623	JACLYN MARX	04/03	38.69			38.69		001
287685 ONE S 213-857-5520		03/10/98	338855	352239	JON -1	04/09	142.49			142.49		001
287685 ONE S 213-857-5520		03/12/98	339171	352239	JON -1	04/11	21.85			21.85		001
287685 ONE S 213-857-5520		03/16/98	339527	353274	LINDA -2	04/15	9.30			9.30		001
287685 ONE S 213-857-5520		03/18/98	339877	353676	JACLYN -1	04/17	26.63			26.63		001
287685 ONE S 213-857-5520		03/24/98	340585	354331	FOX SAMPLES	04/23	143.15			143.15		001
287685 ONE S 213-857-5520		03/30/98	341130	354693	X-FILES	04/29	103.40			103.40		001
287685 ONE S 213-857-5520		04/07/98	342284	355850		05/07	18.23			18.23		001
287685 ONE S 213-857-5520		04/09/98	342532	356574	JACLYN MARX	05/09	84.24			84.24		001
287685 ONE S 213-857-5520		04/10/98	342670	355689	107100	05/10	47.80			47.80		001
287685 ONE S 213-857-5520		04/15/98	343199	355850		05/15	18.23			18.23		001
287685 ONE S 213-857-5520		04/20/98	343586	357846	JACKIE -1	05/20	29.45			29.45		001
287685 ONE S 213-857-5520		04/20/98	343754	134375		05/20	27.83			27.83		001
4												
287685 ONE S 213-857-5520		04/21/98	343847	358147	JACLYN -1	05/21	36.60			36.60		001
287685 ONE S 213-857-5520		04/28/98	344729	358976	CHARMINE -1	05/28	184.50			184.50		001
287685 ONE S 213-857-5520		05/05/98	345542	355689	107100	06/04	31.90	31.90				001
287685 ONE S 213-857-5520		05/06/98	345731	360158	JACLYN -1	06/05	7.50	7.50				001
287685 ONE S 213-857-5520		05/07/98	345937	360429	ARMAGEDDON	06/06	7.37	7.37				001
287685 ONE S 213-857-5520		05/07/98	346018	360485	TRUMAN SHOW	06/06	15.17	15.17				001
287685 ONE S 213-857-5520		05/22/98	347763	362358	JACLYN52298	06/21	67.50	67.50				001
287685 ONE S 213-857-5520		05/28/98	348324	362911	107298	06/27	38.25	38.25				001
TOTAL							2662.22	167.69	446.88	485.51	1562.14	

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

CU# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER POS	DU	DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	W.F.
293139	PEMBR 202-364-8298	05/13/98	346697	361157	LINDA -1		06/12	88.75	88.75				00.
293140	PEN P 901-759-5106	08/27/97	14069A	M14069 A			09/26	3.68				3.68	00.
293140	PEN P 901-759-5106	10/23/97	21387A	M21387 A			11/22	64.30				64.30	00.
TOTAL								67.98				67.98	
46602	PENINS 715-732-2888	02/25/97	93690A	M93690 A			03/27	3.68				3.68	00.
46325	PERFOR 410-298-3605	11/19/97	25290A	M25290 A			12/19	5.99				5.99	00.
294313	PERSO 305-673-9221	07/22/97	10549A	M10549 A			08/21	113.53				113.53	00.
294313	PERSO 305-673-9221	08/20/97	13199A	M13199 A			09/19	12.52				12.52	00.
TOTAL								126.05				126.05	
243420	PETER 717-581-0370	02/17/98	35727A	M35727 A			03/19	7.12				7.12	00.
243420	PETER 717-581-0370	03/04/98	38146A	M38146 A			04/03	28.00			28.00		00.
TOTAL								35.12			28.00	7.12	
295271	PHOEN 732-264-5550	02/25/98	37078A	M37078 A			03/27	6.58				6.58	00.
295271	PHOEN 732-264-5550	04/08/98	342345	355167 14490			05/08	234.80		234.80			00.
295271	PHOEN 732-264-5550	04/29/98	344943	358310 PM692290L			05/29	45.95		45.95			00.
TOTAL								287.33		280.75		6.58	
295281	PHOEN 602-731-4848	06/25/97	08139A	M08139 A			07/25	-15.30				-15.30	00.
295281	PHOEN 602-731-4848	08/01/97	311600	322613 LINDA00197			08/31	9.17				9.17	00.
295281	PHOEN 602-731-4848	09/23/97	317216	328967 JOYCE -1			10/23	21.30				21.30	00.
295281	PHOEN 602-731-4848	10/21/97	320961	328967 JOYCE -1			11/20	21.73				21.73	00.
TOTAL								36.90				36.90	
295970	PINE 810-542-1200	12/15/97	29077A	M29077 A			01/14	126.00				126.	
296118	PIONE 440-943-2373	04/29/98	34495A	357366 43429			05/29	73.50		73.50			
296373	PLANN 847-808-0260	04/14/98	342963	357142 20694			05/29	26.43		26.43			

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

CU# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WHE
				A								
299346 PRIME	415-541-8600	05/19/98	347301	360661	23699	06/18	7.36	7.36				001
TOTAL							51.46	7.36			44.10	
299458 PRINT	847-328-0202	03/03/98	37973A	M37973		04/02	24.83			24.83		001
				A								
299567 PRINT	305-385-4436	11/24/97	326012	333123	950440	12/24	360.90				360.90	001
299590 PRISM	407-786-2633	11/15/97	89760C	M89760		12/15	-2.77				-2.77	001
				C								
299607 PRIZE	516-466-7390	06/24/97	08062A	M08062		07/24	160.00				160.00	001
				A								
299607 PRIZE	516-466-7390	08/08/97	12226A	M12226		09/07	100.98				100.98	001
				A								
TOTAL							260.98				260.98	
299666 PRO-P	310-372-8676	04/24/98	44286A	M44286		05/24	10.65		10.65			001
				A								
299875 PROFE	703-751-5511	05/01/98	345204	357011	1821098	05/31	56.79	56.79				001
300094 PROFD	216-520-8400	12/22/97	30177A	M30177		01/21	172.95				172.95	001
				A								
300103 PROFD	315-448-1000	11/25/97	26224A	M26224		12/25	65.03				65.03	001
				A								
300904 PROFD	810-594-8777	05/21/97	04647A	M04647		06/20	86.88				86.88	001
				A								
300904 PROFD	810-594-8777	05/27/97	04996A	M04996		06/26	97.17				97.17	001
				A								
300904 PROFD	810-594-8777	05/28/97	05147A	M05147		06/27	93.00				93.00	001
				A								
300904 PROFD	810-594-8777	06/10/97	06612A	M06612		07/10	50.41				50.41	001
				A								
TOTAL							327.46				327.46	
300264 PROFD	219-459-6232	04/30/98	345072	359447	JOANN -1	05/30	16.17	16.17				001
300211 PROFD	216-885-5900	12/04/97	27483A	M27483		01/03	115.00				115.00	001
				A								
300201 PROFD	909-931-1997	12/12/97	28928A	M28928		01/11	173.20				173.20	001
				A								
300201 PROFD	909-931-1997	12/15/97	29148A	M29148		01/14	185.00				185.00	001

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

CU# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	W-
300662	PROMO 507-388-1384	05/14/97	03660A	M03660		06/13	18.68				18.68	00
			A									
300662	PROMO 507-388-1384	08/15/97	12851A	M12851		09/14	6.30				6.30	00
			A									
300662	PROMO 507-388-1384	12/18/97	29709A	M29709		01/17	2564.38				2564.38	00
			A									
300662	PROMO 507-388-1384	04/09/98	42558A	M42558		05/09	9.30		9.30			00
			A									
300662	PROMO 507-388-1384	08/18/97	312900	324092		09/17	52.25				52.25	00
TOTAL							2650.91		9.30		2641.61	
46940	PROMOT 314-771-7353	05/11/98	981394	360723	INV# 335301	06/10	-15.30	-15.30				00
300753	PROMO 904-739-0300	02/03/98	334264	347273	DANISE2398	03/05	28.45				28.45	00
46416	PROMOT 201-798-1836	11/11/97	324047	333948	64917	12/11	88.60				88.60	00
300870	PROMO 201-262-1114	05/28/98	348336	362926	CANDY -1	06/27	38.20	38.20				00
301011	PROMO 805-485-6559	02/02/98	334122	347200	JUDY2298	03/04	2.76				2.76	00
301158	PROMO 510-795-8533	02/24/98	336901	350330	SUZANNE BART	03/26	11.70				11.70	00
					HD							
301621	PROMO 310-268-9262	11/18/97	251368	M25136		12/18	15.78				15.78	00
				B								
301434	PROMO 818-842-7700	11/28/94	209552B	M20955		11/28	845.00				845.00	00
				2B								
301434	PROMO 818-842-7700	04/26/96	261579	268581	R0842696	05/26	22.37				22.37	00
301434	PROMO 818-842-7700	06/13/96	266030	273220	KEVIN61396	07/13	4.02				4.02	00
301434	PROMO 818-842-7700	08/02/96	270263	277279	DISNEY FAIR	09/01	17.87				17.87	00
301434	PROMO 818-842-7700	08/06/96	270597	278370	KEVIN8696	09/05	20.64				20.64	00
301434	PROMO 818-842-7700	08/08/96	270859	276592	1250	09/07	90.00				90.00	00
301434	PROMO 818-842-7700	10/30/96	280591	289406	JEFF-4	11/29	2.52				2.52	00
301434	PROMO 818-842-7700	11/11/96	282076	290966	PAT PATTISON	12/11	12.87				12.87	00
301434	PROMO 818-842-7700	11/19/96	283270	290966	PAT PATTISON	12/19	45.40				45.40	00
301434	PROMO 818-842-7700	11/27/96	284235	290966	PAT PATTISON	12/27	61.60				61.60	00
301434	PROMO 818-842-7700	12/05/96	285275	290966	PAT PATTISON	01/04	15.00				15.00	00
301434	PROMO 818-842-7700	01/06/97	288623	297333		02/05	2.52				2.52	00
301434	PROMO 818-842-7700	01/22/97	290111	299451	JANNICE012297	02/21	41.57				41.57	00
301434	PROMO 818-842-7700	03/31/97	298430	308428	JEFF33197	04/30	18.47				18.47	00
301434	PROMO 818-842-7700	04/10/97	299888	309831	JANNICE41097	05/10	8.93				8.93	00
301434	PROMO 818-842-7700	04/25/97	301761	311935	PAT42597	05/25	22.13				22.13	00
301434	PROMO 818-842-7700	04/25/97	301831	312009	PAT42597-1	05/25	12.41				12.41	00
301434	PROMO 818-842-7700	01/26/98	333411	346397		02/25	51.60				51.60	00
301434	PROMO 818-842-7700	04/02/98	341779	355763	JANICE WONG	05/02	65.57		65.57			00
TOTAL							1360.49		65.57		1294.92	

TRADEMARK

REEL: 002652 FRAME: 0548

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

CU# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WHE
45569 REGALO	518-426-9613	12/16/97	29397A	M29397		01/15	24.18				24.18	001
				A								
306200 REGEN	310-431-0088	02/05/98	34573A	M34573		03/07	2.99				2.99	001
				A								
306240 RLGIS	414-355-8881	01/08/98	31493A	M31493		02/07	56.65				56.65	001
				A								
306766 RELIA	248-478-6620	01/09/98	31616A	M31616		02/08	2.25				2.25	001
				A								
307030 REMIN	302-737-7228	09/13/97	15931A	M15931		10/13	112.35				112.35	001
				A								
307030 REMIN	302-737-7228	03/27/97	970878	308062	INV# BONUS96	04/26	-726.17				-726.17	001
TOTAL							-613.82				-613.82	
46466 REP-RE	526-176-3063	12/30/97	330751	342307	1212973	01/29	2.34				2.34	001
307550 RESOU	562-988-0554	02/11/98	35267A	M35267		03/13	30.29				30.29	001
				A								
307550 RESOU	562-988-0554	04/07/98	342222	356257	THERESA -1	05/07	9.53		9.53			001
TOTAL							39.82		9.53		30.29	
309630 ROBER	540-389-0014	03/17/97	96311A	M96311		04/16	31.35				31.35	001
				A								
309630 ROBER	540-389-0014	04/15/98	343126	357394	STEVE -1	05/15	10.64		10.64			001
TOTAL							41.99		10.64		31.35	
253702 ROGER	414-781-3100	09/06/97	314640	324157	8158	09/16	-21.00				-21.00	001
253702 ROGER	414-781-3100	09/10/97	315546	325142	8158-1	10/10	5.90				5.90	001
TOTAL							-15.10				-15.10	
266971 RON M	913-722-6565	04/16/98	343302	357514	S00947A	05/16	22.20		22.20			001
315165 RUSSE	501-968-2775	04/24/97	2380	M2380		05/24	-39.50				-39.50	001
46880 S & F	310-440-1706	09/24/97	17306A	M17306		10/24	84.09				84.09	001
				A								
316035 S & M	805-872-4067	06/23/97	07813A	M07813		07/23	2.99				2.99	001
				A								
316120 S & S	701-280-1916	08/29/97	314406	318811	58360	09/28	-115.94				-115.94	001
316120 S & S	701-280-1916	03/06/98	338481	349719	62305	04/05	-23.81			-23.81		001
316120 S & S	701-280-1916	04/27/98	344563	357116	63129	05/27	191.38		191.38			001

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

CU# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WH#
45984 SE KAP	619-238-0607	05/15/98	347058	361545	SW13	06/14	59.40	59.40				001
46675 SEATTL	206-378-0019	01/29/98	33726A	M33726		02/28	6.21				6.21	001
323330 SENDE	510-462-3885	02/06/98	980378	347938	INV# 332476	03/08	-40.00				-40.00	001
323637 SERVI	525-563-9625	06/17/97	307236	315488	89	07/17	23.09				23.09	001
323637 SERVI	525-563-9625	03/11/98	338906	352342	105	04/10	3.61			3.61		001
TOTAL							26.70			3.61	23.09	
323812 SEVIL	404-256-0300	02/04/98	34382A	M34382		03/06	92.71				92.71	001
324997 SHEA	650-322-4994	06/03/97	05720A	M05720		07/03	50.00				50.00	001
324997 SHEA	650-322-4994	06/06/97	06131A	M06131		07/06	25.00				25.00	001
324997 SHEA	650-322-4994	07/09/97	09351A	M09351		08/08	68.10				68.10	001
324997 SHEA	650-322-4994	01/05/98	31020A	M31020		02/04	11.10				11.10	001
324997 SHEA	650-322-4994	01/16/98	32406A	M32406		02/15	84.00				84.00	001
324997 SHEA	650-322-4994	03/13/97	95975A	M95975		04/12	-17.79				-17.79	001
TOTAL							220.41				220.41	
325050 SHEAR	818-358-2423	08/28/97	314153	325479	BOB PEDROZA	09/27	28.19				28.19	001
325050 SHEAR	818-358-2423	09/06/97	314634	326287	20082-S	10/06	-5.04				-5.04	001
325050 SHEAR	818-358-2423	02/06/98	334610	347075		03/08	53.50				53.50	001
325050 SHEAR	818-358-2423	03/27/98	341104	354990	RICK -1	04/26	68.91			68.91		001
325050 SHEAR	818-358-2423	05/01/98	345227	358608	20855	05/31	156.95	156.95				001
325050 SHEAR	818-358-2423	05/13/98	346586	361035	SCOTT -1	06/12	5.56	5.56				001
325050 SHEAR	818-358-2423	05/13/98	346587	361036	RICK -1	06/12	15.42	15.42				001
325050 SHEAR	818-358-2423	05/19/98	347320	361856	RICK519	06/18	10.20	10.20				001
325050 SHEAR	818-338-2423	05/20/98	347538	362111	20923F	06/19	88.73	88.73				001
325050 SHEAR	818-358-2423	05/27/98	348053	361214	20941	06/26	683.89	683.89				001
TOTAL							1106.31	960.75		68.91	76.65	
325852 SHIRT	219-464-8220	05/28/98	348216	361339	325852N	06/27	387.61	387.61				001
326300 SHIMS	937-223-2203	05/27/98	348183	362776	9813791	06/26	60.96	60.96				001
326324 SHY P	619-720-7405	06/24/97	08005A	M08005		07/24	2.76				2.76	001

CUM # & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DJ DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WHE
TOTAL							77.85				77.85	
331159 SPECI	914-362-5467	04/08/98	42428A	M42428		05/08	8.10		8.10			001
			A									
46948 SPECIA	914-362-5467	02/12/98	35360A	M35360		03/14	1.12				1.12	001
			A									
47005 SPECIA	917-284-9111	02/06/98	33475A	346357	47005	03/08	26.44				26.44	001
331688 SPECI	973-644-3490	04/28/98	344700	359059	GABE -1	05/28	45.05		45.05			001
331870 SPECI	303-744-7055	06/23/97	07832A	M07832		07/23	9.90				9.90	001
			A									
332130 SPECT	714-855-1135	03/16/98	39465A	M39465		04/15	7.97			7.97		001
			A									
332130 SPECT	714-855-1135	04/16/98	43387A	M43387		05/16	1147.17		1147.17			001
			A									
TOTAL							1155.14		1147.17	7.97		
332461 SPONG	301-421-1856	05/29/98	348483	360261	98150	06/28	600.60	600.60				001
332473 SPORT	941-494-6070	07/24/97	03851A	M03851		08/23	20.35				20.35	001
			A									
46245 SPORTS	612-435-2667	12/02/96	84837B	M84837		01/01	250.00				250.00	001
			B									
316340 ST. A	219-879-1000	11/11/97	24086A	M24086		12/11	16.50				16.50	001
			A									
46425 STAPLE	508-870-0100	06/18/97	07550A	M07550		07/18	112.00				112.00	001
			A									
291 STEVE WE	847-599-9900	10/14/97	319947	331942	SAMPLES -1	11/13	1199.94				1199.94	001
291 STEVE WE	847-599-9900	11/24/97	325847	338965		01/23	204.00				204.00	001
291 STEVE WE	847-599-9900	12/03/97	327268	340334		02/01	133.20				133.20	001
TOTAL							1537.14				1537.14	
1919 STEVEN	718-272-2500	03/10/98	38768A	M38768		04/09	51.12			51.12		001
			A									
337160 STONE	502-826-0341	01/30/97	90901A	M90901		03/01	-13.25				-13.25	001
			A									
337725 STRAN	617-342-7343	02/18/98	35999A	M35999		03/20	27.42				27.42	001

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **
 ** FOR ALL WAREHOUSES **

CUS # & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WFE
167 SWEDATRO	604-278-6780	05/21/98	347663	362056	16144	06/20	5745.45	5745.45				001
167 SWEDATRO	604-278-6780	05/21/98	347664	362183	16173	06/20	1168.80	1168.80				001
167 SWEDATRO	604-278-6780	05/22/98	347802	362401	16194	06/21	169.00	169.00				001
167 SWEDATRO	604-278-6780	05/26/98	348010	362478	16184	06/25	2677.35	2677.35				001
167 SWEDATRO	604-278-6780	05/28/98	348349	362183	16173	06/27	70.65	70.65				001
167 SWEDATRO	604-278-6780	05/28/98	348350	362798	16212	06/27	965.80	965.80				001
167 SWEDATRO	604-278-6780	05/28/98	348351	362899	16226	06/27	140.40	140.40				001
TOTAL							77118.95	41306.05	35812.90			
340862 SYLVA	914-356-0042	03/02/98	37746A	M37746		04/01	6.45			6.45		001
272250 T R M	781-449-6624	08/13/97	12607A	M12607		09/12	7.03				7.03	001
341229 T S L	770-623-8265	05/29/98	348360	354711	S98128	06/28	5145.00	5145.00				001
340919 T-SHI	972-235-5700	04/09/98	980996	356704	INV# 337053	05/09	-27.35		-27.35			001
46510 T-SHIR	501-753-1333	11/18/97	325084	337924	MITCHELL -1	12/18	55.70				55.70	001
341340 TAC I	405-752-4557	01/19/98	980178	345406	INV# 298777	02/18	-19.50				-19.50	001
341358 TAG!	805-230-2488	10/22/97	21174A	M21174		11/21	13.05				13.05	001
341358 TAG!	805-230-2488	04/08/98	342429	356595	LARRY -1	05/08	46.90		46.90			001
341358 TAG!	805-230-2488	04/08/98	342455	356557	TONIA -1	05/08	18.30		18.30			001
341358 TAG!	805-230-2488	04/29/98	344940	357323	316654	05/29	2102.17		2102.17			001
341358 TAG!	805-230-2488	05/07/98	345968	360453	TONIYA -1	06/06	7.50	7.50				001
TOTAL							2187.92	7.50	2167.37		13.05	
341360 TAGCO	281-376-3841	03/27/98	341064	354172	5016	04/26	30.50			30.50		001
342345 TAYLO	615-297-9106	05/28/97	05210A	M05210		06/27	36.26				36.26	001
342345 TAYLO	615-297-9106	06/06/97	06266A	M06266		07/06	8.92				8.92	001
342345 TAYLO	615-297-9106	06/27/97	08460A	M08460		07/27	15.38				15.38	001
342345 TAYLO	615-297-9106	08/14/97	12672A	M12672		09/13	66.20				66.20	001
TOTAL							126.76				126.76	
342382 TAYMA	612-426-1667	10/23/97	21365A	M21365		11/22	28.89				28.89	001
342382 TAYMA	612-426-1667	12/09/97	28168A	M28168		01/08	150.00				150.00	001

CU# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90
376 THE COCA	404-515-3517	05/29/98	348353	350490	8005035202	- 06/28	10118.52	10118.52			
							152771.46	10118.52	17443.94	125209.00	
46413 THE DE	414-938-9770	03/03/97	294533	304521	JOHN03397	04/02	10.43				10.43
183700 THE D	610-391-9777	05/08/98	346119	360571	CHRIS -1	06/07	11.74	11.74			
195735 THE F	408-257-9966	07/09/97	09428A	M09428		08/08	15.00				15.00
							25.27				25.27
230157 THE I	716-248-5074	08/21/97	13435A	M13435		09/20	6.15				6.15
							-3.90				-3.90
246590 THE K	206-282-0000	12/09/97	28179A	M28179		01/08	7.50				7.50
246590 THE K	206-282-0000	03/02/98	37755A	M37755		04/01	7.50			7.50	
246590 THE K	206-282-0000	04/17/98	43482A	M43482		05/17	14.70		14.70		
246590 THE K	206-282-0000	02/13/97	92449A	M92449		03/15	43.50				43.50
							69.30		14.70	7.50	47.10
135200 THE L	410-265-7200	05/27/97	04936A	M04936		06/26	24.15				24.15
264550 THE M	814-833-7988	05/19/98	347367	361896	DIANE51998	05/19	444.56	444.56			
45735 THE Mc	301-297-9485	08/22/97	13646A	M13646		09/21	10.20				10.20
45735 THE Mc	301-297-9485	12/03/97	327122	337148	1197603	01/02	118.48				118.48
							128.68				128.68
782450 THE P	601-342-6482	12/03/97	327212	337074		01/02	15.00				15.00
46508 THE PR	606-234-9090	01/28/97	90659A	M90659		02/27	28.00				28.00
46508 THE PR	606-234-9090	12/27/96	288039	295924	JIM	01/26	258.74				258.74
46508 THE PR	606-234-9090	04/30/97	302303	312354	71004439	05/30	34.65				34.65
							321.39				321.39

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

CUS# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PC#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WH#
345337 TOP L	571-619-2340	11/10/97	23763A	M23762		12/10	45.30				45.30	001
			A									
345337 TOP L	571-619-2340	11/28/97	326710	334895	930872	01/30	-30.30				-30.30	001
TOTAL							15.00				15.00	
345559 TOTAL	870-862-2507	02/03/98	34179A	M34179		03/05	9.79				9.79	001
			A									
345607 TOTAL	972-618-0044	04/17/98	343463	355104	2069	05/17	357.11		357.11			001
345900 TOWSL	920-683-7400	08/29/97	972550	325704	INV# 312531	09/28	-3.73				-3.73	001
346070 TRADE	713-680-3000	06/30/97	08487A	M08487		07/30	8.21				8.21	001
			A									
346070 TRADE	713-680-3000	02/20/97	293046	302707	19524	03/22	-24.60				-24.60	001
346070 TRADE	713-680-3000	03/27/97	970881	308068	INV# BONUS96	04/26	-274.56				-274.56	001
TOTAL							-290.95				-290.95	
346987 TRI M	810-644-9900	02/21/97	92535A	M92535		03/23	25.80				25.80	001
			A									
347610 TROPH	209-524-6353	05/11/98	346198	356798		06/10	6.15	6.15				001
347790 TROPI	908-725-4632	05/26/98	347997	362568	31915	06/25	43.05	43.05				001
46683 U.S. A	202-404-1679	04/11/97	00121A	M00121		05/11	54.75				54.75	001
			A									
347955 UB MA	281-565-4096	05/18/98	347078	361583	NICKS1898	06/17	2.25	2.25				001
348400 UNION	203-531-4240	10/29/97	22231A	M22231		11/28	74.15				74.15	001
			A									
348518 UNIQU	214-418-9061	11/13/97	24348A	M24348		12/13	-26.10				-26.10	001
			A									
349087 UNITE	847-699-5000	02/13/97	92399A	M92399		03/15	4.44				4.44	001
			A									
349440 UNIVE	516-757-5154	02/04/97	91270A	M91270		03/06	13.85				13.85	001
			A									
41416 UPP IN	415-346-6668	04/21/97	301154	309196	PHIL4497	05/21	-1.35				-1.35	001
41416 UPP IN	415-346-6668	06/06/97	971782	316723	INV# 301154	07/06	-14.63				-14.63	001
TOTAL							-15.98				-15.98	
347987 US CO	305-861-9824	03/05/98	338360	351916	30598	04/04	21.30		21.30			001

** IN DETAIL BY CUSTOMER NAME **** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

CU# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PO#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90	WHS
46069 VISION	956-791-2411	11/28/97	26810A	M26810 A		12/28	10.00				10.00	001
354125 WALDO	805-324-5636	04/24/98	344258	355669	2154	05/24	4.73		4.73			001
354440 WAKE	210-342-4960	04/09/98	980997	356706	INV# 335583	05/09	-57.00		-57.00			001
171215 WALTE	206-441-5650	02/18/98	36131A	M36131 A		03/20	7.60				7.60	001
171215 WALTE	206-441-5650	04/02/98	341792	355798	8104AB -1	05/02	8.32		8.32			001
TOTAL							15.92		8.32		7.60	
359174 WESTW	408-866-7000	05/04/98	345342	359771	1350761	06/03	5.99	5.99				001
359970 WIDDI	303-399-8160	04/02/98	341693	355638	RON WIDDIFIE LD	05/02	3.95		3.95			001
360200 WILD	414-796-1188	01/09/98	980080	344309	INV# 320210	02/08	-63.60				-63.60	001
360450 WILLI	520-745-8500	09/30/97	18038A	M18038 A		10/30	12.30				12.30	001
257450 WILLI	301-948-4242	02/04/98	34282A	M34282 A		03/06	150.00				150.00	001
319 WILLIAM	706-569-9724	12/18/97	29743A	M29743 A		01/17	3.74				3.74	001
321300 WILLI	414-458-4661	07/17/96	68668A	M68668 A		08/16	23.91				23.91	001
361367 WILSO	906-249-4400	02/24/98	336937	344957	98011	03/26	40.15				40.15	001
362226 WINTE	207-829-3745	03/07/97	970656	305323	INV# 292039	04/06	-33.90				-33.90	001
47055 WITNES	918-523-9239	05/07/98	345936	360428	SANDRA5798	06/06	5.36	5.36				001
362777 WOLFF	212-695-9800	04/20/98	343761	345680	9800036	05/20	30814.57		30814.57			001
362777 WOLFF	212-695-9800	05/11/98	346313	360805	ANTONELLA -1	06/10	33.60	33.60				001
362777 WOLFF	212-695-9800	05/18/98	347107	361589	9800137	06/17	4570.00	4570.00				001
362777 WOLFF	212-695-9800	05/20/98	347526	362094	ANTONELLA520 98	06/19	17.32	17.32				001
362777 WOLFF	212-695-9800	05/28/98	348348	362967	ANGELIQUE528 98	06/27	52.39	52.39				001
TOTAL							35487.88	4673.31	30814.57			
363147 WOOD	408-523-2700	06/09/97	06381A	M06381 A		07/09	10.00				10.00	001

** IN DETAIL BY CUSTOMER NAME *** FOR 06 / 98 **

** FOR ALL WAREHOUSES **

CU# & NAME	TELEPHONE	INV DATE	INV#	SO #	CUSTOMER PC#	DU DT	BAL DUE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90
363800 WORNE	318-227-2727	05/11/98	45523A	M45523		06/10	7.10	7.10			0.00
A											
GRAND TOTALS:							905548.54	328703.41	309553.87	202556.16	64735.10

[405] 2005 items listed out of 47328 items.

SCHEDULE 4(n)
(Governmental Licenses, Permits and Authorizations)

1. California State Board of Equalization Seller's Permit, Account No. 4/1/1978 SR AP 18659837.
2. City of Monrovia Community Development Department. Business License, No. BA 020343.
3. Fictitious Business Name Statement, recorded in the office of the Los Angeles County Recorder on May 27, 1994, with related Proof of Publication recorded in the office of the Los Angeles County Recorder on July 18, 1994.

Because this is an asset acquisition, such licenses, permits and authorizations may not inure to Purchaser, and no representation or warranty is made respecting the same.

SCHEDULE 4(o)
(Employees and Employee Benefit Plans)

Please refer to "Payroll Time Sheet", a copy of which is attached hereto and which is hereby incorporated herein by this reference.

Sweda Corporation 401(k) Profit Sharing Plan; Service Agreement with Benefit Equity Plans, Inc.; and Asset Management Agreement with Nationwide Life Insurance Company.

The trustees of the 401(k) are Sandy Chang and Amy Klose, 475 East Duarte Road, Monrovia, California 91016.

The basis of the Company's contributions is that the Company matches 50% of the first 4% of an employee's elected wage deferral contribution.

Health and dental insurance coverage (please see description set forth in Schedule 4(q), which is hereby incorporated herein by this reference).

Benefits provided to employees under Section 3 of the "Information Handbook for Employees of Consolidated Marketing International, Inc., dba Sweda Corporation," dated January 3, 1996 (the "Employee Handbook"), a copy of which has previously been provided to Purchaser and which is hereby incorporated herein by this reference. Page 21 of the Employee Handbook describes the Company's severance pay policy.

PAYROLL TIME SHEET

WFSCP9703 SWEDA CORP

PAY CYCLES:
 PERIOD BEGIN DATE: / /
 PERIOD END DATE: / /
 PAY DATE: / /

WRITE IN P/R CONFIRMATION NUMBER

EMPL NO	EMPLOYEE INFORMATION NAME DATE	LOCATION	# OF VAC DAYS	CASH PAYMENTS	OTHER PAYMENTS	LABOR ACCOUNTING	
						DISTRIBUTION CODE	ACCT NO
A043	LI, SHENG YUAN 370.00/SAL 03-21-94		10				
A054	TENG, YU MING 535.00/SAL 10-01-90		15				
A065	CHIANG, TSE SHENG 480.00/SAL 02-01-85		20	375			
A080	HSIEH, CHIH I 460.00/SAL 04-08-91		15				
A106	WONG, WING FEI 480.00/SAL 11-09-92		15				
A128	CHEN, CHUNG HSUN 375.00/SAL 11-27-95		10				
A146	CHEN, TSAI JAN 425.00/SAL 10-11-93		15				
A163	CHEN, TSAI KANG 340.00/SAL 04-11-94		10				
A244	OU, WEN-BAD 300.00/SAL 12-02-97		4				
A245	LIN, PAO YEE 300.00/SAL 12-08-97		4				

SCHEDULE 4 (0)

PAYROLL TIME SHEET

WFSCP9703 SWEDA CORP

PAY CYCLES: / /
 PERIOD BEGIN DATE: / /
 PERIOD END DATE: / /
 PAY DATE: / /

WRITE IN P/R CONFIRMATION NUMBER

EMPL NO	EMPLOYEE INFORMATION HIRE DATE	LOCATION	NO OF WAL DAYS	CASH PAYMENTS	OTHER PAYMENTS	LABOR ACCOUNTING DISTRIBUTION CODE
C122	SOFFA, MARK H 1200.00/SAL 01-04-93 5		15	475	HEALTH INS = 189.20/MO	
C147	TURQUAND, TODD 1220.00/SAL 10-25-93 5		15	750	AUTO = 500.00/MO HEALTH INS = 191.96/MO	
C149	URIAS, NAOMI 550.00/SAL I* 11-29-93 5		15			
C150	SEE, VILMA O 475.00/SAL 01-21-94 4		10			
C165	WANG, YAMEI 525.00/SAL 04-18-94 4		10			
C174	HART, PAUL 1230.00/SAL 08-15-94 4	GEORGIA			ALLOWANCE = 376.67/MO HEALTH INS = 107.20/MO	
C177	PINEDO, SANDRA 400.00/SAL 08-29-94 4		10			
C191	CHU, CHIH YING 450.00/SAL 06-19-95 3		10			
C196	WEISBAUM, STEVE 1346.15/SAL 01-01-96 2	ILLINOIS			ALLOWANCE = 4181.66/MO AUTO = 450.00/MO HEALTH INS = 757.26/MO	
C209	SVIHUS, NIKKI 940.38/SAL 09-30-96 2				ALLOWANCE = 2.500/MO	

PAGE TOTALS

PAYROLL TIME SHEET

PAY CYCLES:
 PERIOD BEGIN DATE: / /
 PERIOD END DATE: / /
 PAY DATE: / /

WFSCP9703 SWEDA CORP

WRITE IN P/R CONFIRMATION NUMBER

EMPL NO	EMPLOYEE INFORMATION HIRE DATE	LOCATION	NO. OF VAC DAYS	PAYMENTS	OTHER PAYMENTS	LABOR ACCOUNTING DISTRIBUTION CODE
D040	HU, KER CHIEN 550.00/SAL 08-07-89		15	475		
D127	KLOSE, AMY R 650.00/SAL 03-29-93		15			
E011	CHEN, WANG LING 600.00/SAL 04-07-83		20	300		
E022	LEE, ANNA 530.00/SAL 11-26-84		20			
E116	WONG, CHENG-LIEN 327.00/SAL 04-27-92		15			
E130	CHENG, JENNY L 525.00/SAL 06-01-93		15			
E139	SEE, AMIE 600.00/SAL 09-13-93		15			
E143	YEE, RENEE J L 415.00/SAL 09-13-90		15			
E202	LEE, MONICA W. 405.00/SAL 06-17-96		10			
E218	CHUA, NATALIE 375.00/SAL 03-24-97		3			

PAGE TOTALS

REMINDER IS THIS A REGULARLY SCHEDULED P/R? EMPLOYEE CHANGES? MANUAL CHECKS OR VOIDS? CALL IN EARLY!

PAYROLL TIME SHEET

PAY CYCLES: _____
 PERIOD BEGIN DATE: ____/____/____
 PERIOD END DATE: ____/____/____
 PAY DATE: ____/____/____

WFSCP9703 SWEDA CORP

WRITE IN P/R CONFIRMATION NUMBER

EMPL NO	EMPLOYEE INFORMATION	HIRE DATE	LOCATION	NO. OF DAYS	CASH PAYMENTS		LABOR ACCOUNTING
					PAYMENTS	OTHER PAYMENTS	
H114	LEE, YU-RONG 475.00/SAL	02-17-92		15			
H125	FANG, PETER 770.00/SAL	02-22-93		15			
H142	CRUZ, BOGAR A 420.00/SAL	09-13-93		15			
H171	CHUA, ANGELITO C 415.00/SAL	07-13-94		10			
H172	CHAN, BETTY SHUK HAN 440.00/SAL	07-18-94		10			
H186	DUNN, SHANNON 410.00/SAL	03-13-95		10			
H206	WANG, XIACHUI 385.00/SAL	08-05-96		10			
H210	HSIAO, PI-HUA BEVERLY 320.00/SAL	10-14-96		10			
H219	LAI, HULSOME TIN-YIN 450.00/SAL	03-31-97		3			
H226	HALL, JASON S. 340.00/SAL	06-02-97		3			

PAGE TOTALS

PAYROLL TIME SHEET

PAY CYCLES: _____
 PERIOD BEGIN DATE: _____
 PERIOD END DATE: _____
 PAY DATE: _____

WFSCP9703 SWEDA CORP

WRITE IN P/R CONFIRMATION NUMBER

EMPL NO	EMPLOYEE INFORMATION NAME RATE	LOCATION	NO. OF DAYS	CASH PAYMENTS	OTHER PAYMENTS	LABOR ACCOUNTING DISTRIBUTION CODE	ACCT NO
J062	SITU, YANFEN LI 300.00/SAL 01-01-91		15				
J078	LIANG, YI-ZHONG 325.00/SAL 03-04-91		15				
J109	HSU, SHU-YUAN 550.00/SAL 01-20-89		15				
J129	WONG, KWOK WO 355.00/SAL 05-24-93		15				
J239	TSE, PAK LAM 260.00/SAL 10-27-97						
J240	CHEN, AI HSIA 260.00/SAL 10-27-97						
K091	CHEN, JING YI 415.00/SAL 11-01-89		15	420			
K167	LI, AMY N C 570.00/SAL 06-13-94		10				
K180	KWAN, ANTHONY 600.00/SAL 09-12-94		10				
K203	TRAN, SANG A 350.00/SAL 07-15-96		10				

PAGE TOTALS

REMINDER

IS THIS A REGULARLY SCHEDULED P/R

EMPLOYEE CHANGES

MANUAL CHECKS OR VOIDST

CALL IN EARLY!

att: KRUG 10/11

FROM: SWEAT/SAV

CONSOLIDATED MARKETING INTL
ADJUSTMENTS TO SALARY

=====

ADJUSTED
GROSS

=====

C122 MARK SOFFA	2,000.00
C095 KUANG HSIA TIEN	1,200.00
D040 KER CHENG HU	1,200.00
E011 CHEN-WONG LING	950.00
L016 MICHAEL LI	1,150.00
B119 MARY JANE	925.00
K091 JING YI CHEN	875.00
I064 JAMES TANG	825.00
A065 TIANG SENG CHIANG	900.00
D009 SANDY HSU	1,760.00

SCHEDULE 4(q)
(Insurance)

Insurance Agent: Calgard Associates
 Attention: Jay C. Nix, CIC
 6520 North Irwindale Avenue
 Suite 208
 Irwindale, CA 91702
 (909) 305-0177

BUSINESS POLICY - Property and General Liability

Insurance Co.: Safeco Insurance Company of America
Current Policy Period: May 18, 1998 to May 19, 1999
Policy No.: CP 8151976 C

AUTOMOBILE POLICY - Company automobile insurance coverage

Insurance Co.: Safeco Insurance Company of America
Current Policy Period: May 19, 1998 to May 19, 1999
Policy No.: BA 8151976 C

OPEN CARGO POLICY - Inland marine and domestic shipments policy

Insurance Co.: Wm. H. McGee & Co. Inc.
Current Policy Period: May 19, 1998 to May 19, 1999
Policy No.: CR 36183

WORKERS' COMPENSATION

Insurance Co.: Republic Indemnity Co. of America
Current Policy Period: May 13, 1998 to May 13, 1999
Policy No.: 137069-01

GROUP HEALTH INSURANCE - includes health, vision, life

Insurance Co.: Blue Shield HMO and Blue Cross
Preferred plan
Policy No.: HMO H51263
Policy No.: Preferred Plan 917927

PREMIUM STATEMENT

POLICY NO
CP 8151976C
ISSUED 05-23-97

AGT CALGARD ASSOCIATES 17-3819-000 AC5
 NAMED CONSOLIDATED MARKETING INTERNATIONAL, ET AL
 INSURED:
 ADDRESS: 475 E. DUARTE ROAD
 MONROVIA LOS ANGELES CA 91016
 ENTITY CORPORATION/PARTNERSHIP

PROPERTY \$6,299
 LIABILITY \$10,900

PREMIUM PERIOD
05-19-97 TO 05-19-98

RENEWAL PREMIUM DUE \$17,199.00 PLUS AUDIT

LOC-----LOCATION SCHEDULE-----
 001 475 E. DUARTE ROAD
 MONROVIA LOS ANGELES CA 91016

LOSS LOC ITEM	LIMIT POLICY	PROPERTY	DED-AMT	COINS	AMT-INS	PREMIUM
1	BLDG 1	BUILDING				
		GP I,GP II,S.F. ,THEFT	\$1,000	90%	\$2,235,000	\$1,912
2		STOCK AND EQUIPMENT				
		GP I,GP II,S.F. ,EQSL ,THEFT	\$1,000	90%	\$2,024,800	\$3,877
3		TIME ELEMENT TYPE				
		EXTRA EXPENSE				
		RESTORATION % 40/80/100				
		GP I,GP II,S.F. ,THEFT	\$1,000	%	\$250,000	\$510

LOC	CLASSCODE	LIMITS	RATE	EXPOSURE	PREMIUM
001	12362	DISTRIBUTOR-NOT FOOD OR DRINK-NOC	.155	15,000,000	\$2,325
		PREM/OPS GL 1000/ 2000			
001	12362	DISTRIBUTOR-NOT FOOD OR DRINK-NOC	.566	15,000,000	\$8,490
		INCL: F/DMG MED P/ADI			
		PRODUCTS GL 1000/ 2000			
001	ADDL INSD NO 001	UNITED STATES SALES CORP.			
		P.O. BOX 1000			
		NORTHRIDGE CA 91328-1000			
	VENDORS EXPOSURE	1,000,000	.1500		\$85

SCHEDULE 4(q)

BUSINESS INSURANCE

TRADEMARK

REEL: 002652 FRAME: 0566



Commercial Policy Change

Policy Number

CP 8151976C

Your Name:

CONSOLIDATED MARKETING INTERNATIONAL, ET AL
475 E. DUARTE ROAD
MONROVIA CA 91016

Change No. 002

Change Effective Date
05-19-97
Policy Expiration Date
05-19-98

Your policy is changed as shown for AN ADDITIONAL PREMIUM OF

\$2,163.00 AP

GENERAL LIABILITY COVERAGE PART

AS THE RESULT OF AN AUDIT, OR A MIDTERM REQUEST, THE EXPOSURE FOR THE FOLLOWING CLASS CODES ARE CHANGED AS SHOWN:

<u>PREMISES</u>	<u>CLASS/DESCRIPTION</u>	<u>EXPOSURE CHANGE</u>
1	12362 DISTRIBUTOR-NOT FOOD OR DRINK-NOC	FROM 15,000,000 TO 18,000,000

Resident Licensed Agent

Issue Date 08-12-97
Service Office PSW M134
DBI N AC A
BILLING TYPE F MAIL AGENT

QUENGU

CALGARD ASSOCIATES
303 NORTH SAN DIMAS
SAN DIMAS CA
Agent No 17-3819





BRANCH OFFICES

ATLANTA · BALTIMORE · BOSTON · CHARLOTTE · CHICAGO
 CLIFTON · COLUMBUS · DALLAS · DETROIT · HOUSTON
 MELVILLE, L.I. · MONTREAL · NASHVILLE · NEW ORLEANS
 PASADENA · PHILADELPHIA · PITTSBURGH · PUERTO RICO
 SAN FRANCISCO · SEATTLE · SYRACUSE · TORONTO · VANCOUVER

Pasadena, CA
 11/10/97

ROOBCER Calgard Associates
 303 N. San Dimas Avenue
 San Dimas, CA 91773

ASSURED Consolidated Marketing

COMPANY Security Insurance

POLICY NUMBER	DETAILS	ATTACHMENT DATE	AMOUNT INSURED	TYPE	RATE	PREMIUM
CR 36183	Ocean Cargo and Domestic reports for the months of May thru Sept. 1997				Domestic Marine War	\$1288.67 5641.03 401.24

FORM 194 (80-4) PRINTED IN U.S.A.

OCEAN CARGO



CALGARD ASSOCIATES

Insurance

Invoice

303 N. SAN DIMAS AVE.
P.O. BOX 9037
SAN DIMAS, CALIFORNIA 91773
OFFICE (909) 305-0177 / FAX (909) 305-0165

Table with 2 columns: Account, Policy, Invoice, Date, Page and corresponding values: 00006171, NWC-299120-04, 0025655, 03/25/1997, 1

SWEDA CORP - CMI
475 E. Duarte Road
Monrovia CA 91016

Account Executive
J C Nix

Account Representative
SC

PLEASE DETACH AND RETURN WITH PAYMENT

Insured's Name
SWEDA CORP - CMI

Policy Number
NWC-299120-04

Policy Period
02/02/1997 - 02/02/1998

Table with 5 columns: Transaction Type, Effective, Company, Description, Amount. Includes handwritten notes: #10367, 5360-07, 3/31 and a date stamp: APR 1 1997

CONTINUATION OF WORKER'S COMPENSATION - PAYABLE AT 10% DOWN AND 9 MONTHLY INSTALLMENTS - DOWN \$1,673.00 1ST INSTALLMENT MARCH - \$1,677.
Future Installments:
05/01/1997 1,672.00, 06/01/1997 1,672.00, 07/01/1997 1,672.00, 08/01/1997 1,672.00, 09/01/1997 1,672.00, 10/01/1997 1,672.00, 11/01/1997 1,672.00

Invoice Total
3,464.00

Thank you

Table with 3 columns: Calgard Associates Insurance (909)305-0177, Invoice Number 0025655, Date 03/25/1997

DELTA DENTAL

Delta Dental Plan of California

P.O. Box 429086
San Francisco, CA 94142-9086
Attn: Central Eligibility Control
(415) 972-8300

L I S T B I L L

SWEDA/CMI

GROUP/DIVISION: 00 007896 5555

MEMBER ID	MEMBER NAME	EFF DT	CD	IND	ADJ FAM	DENT	JAN 01, 1998	JAN 31, 1998	AMOUNT DUE
									0.00

TOTAL ADJUSTMENT DUES:
ALL MEMBERS ADJUSTED BY BENEFIT:

ADDITION TOTAL:
ALL MEMBERS FOR LOCATION:

3,355.01
80

3,355.01

TOTAL THIS BILL: 3,355.01

FEE/DISCOUNT: 0.00

SUBTOTAL: 3,355.01 - 64.16 = 3290.85

AMOUNT DUE:

6,601.81

PAYMENT RECEIVED:

6,537.65

OUTSTANDING BALANCE AS OF 12/26/1997:

64.16

PLEASE PAY THIS AMOUNT: 3,419.17

JAN - 9 1998

TRADEMARK

REEL: 002652 FRAME: 0570

\$1,248

5270 - 01

17

DENTAL INSURANCE

SCHEDULE 4(r)
(Litigation)

None.

SCHEDULE 4(s)
(Environmental Sites)

None.

SCHEDULE 4(u)
(Transactions with Affiliates)

The property from which the Company conducts its business is leased from Marvin Ruwin and Sherwin Zimring (in addition to Michael D. White).

Subsequent to the fiscal year ended August 31, 1997, the Company paid a bonus to Marvin Ruwin in the amount of \$1,200,000 and a bonus to Sherwin Zimring in the amount of \$300,000.

SCHEDULE 4(v)
(Business Plan)

SEE ATTACHED.

SCHEDULE 4(w)
(Minute Books)

The Company's minute book (including stock records) is not complete in the following respects:

(a) It does not contain any corporate records (meetings of the shareholders or directors) for the period November 26, 1987, to June 6, 1990, and from that date until September 1, 1994.

(b) Shareholder consents dated as of September 1, 1994, as of September 1, 1995, and as of September 1, 1996, respectively, were not signed by the third shareholder at the time, Sweda International Limited. However, subsequent to the re-transfer of the Company's shares owned by Sweda International Limited to Messrs. Ruwin and Zimring, action has been taken by the remaining shareholders to ratify all actions taken in those shareholder consents.

(c) The minute book indicates that Stock Certificates Nos. 1, 2, 3, 6, 7, 8, 9, 10, 11 and 12 have all been cancelled. However, the minute book does not contain the originals of these cancelled certificates, which presumably have been lost.

(d) The outstanding shares were originally issued under the qualification exemption contained in California Corporations Code §25102(h). However, neither the minute book nor the records of the California Department of Corporations indicate that the consent of the California Department of Corporations was obtained in connection with certain transfers of shares from Marvin Ruwin to Sherwin Zimring and from Messrs. Ruwin and Zimring to Sweda International Limited. Section 25102(h) has, of course, subsequently been amended to provide that no such consent is required with respect to future transfers.

SCHEDULE 4(y)
(Officers; Bank Accounts)

The officers of the Company are Marvin Ruwin, President; Sherwin Zimring, Secretary; and Amy Klose, Chief Financial Officer. The directors of the Company are Marvin Ruwin and Sherwin Zimring.

Please also refer to the lists of bank accounts and credit cards attached hereto and incorporated herein by this reference.



O'MELVENY & MYERS LLP

CENTURY CITY
IRVINE
MENLO PARK
NEWPORT BEACH
NEW YORK
SAN FRANCISCO

400 South Hope Street
Los Angeles, California 90071-2899

TELEPHONE (213) 430-6000
FACSIMILE (213) 430-6407
INTERNET: www.omm.com

TYSONS CORNER
WASHINGTON, D.C.
HONG KONG
LONDON
SHANGHAI
TOKYO

January 14, 2003

VIA EXPRESS MAIL

Commissioner of Patents & Trademarks
Box Assignments
Washington D.C. 20231

OUR FILE NUMBER
846,982-999

WRITER'S DIRECT DIAL
(213) 430-6496

WRITER'S E-MAIL ADDRESS
ptorres@omm.com

Re: Sweda Company, LLC- Trademark Assignment

Dear Sir or Madam:

Enclosed please find (i) Recordation Form Cover Sheet and Trademark Assignment; (ii) our check in the amount of \$40.00 (Check No. 565424) covering the filing fee required; and (iii) a postcard to be date stamped and returned to us as indicated.

Thank you for your assistance and please feel free to call me if you have any questions.

Very truly yours,

Patricia Y. Torres
for O'MELVENY & MYERS LLP

Enclosures

cc: Tanya Guerrero (w/Encls.)

LA1:995021.1

TRADEMARK
REEL: 002652 FRAME: 0577

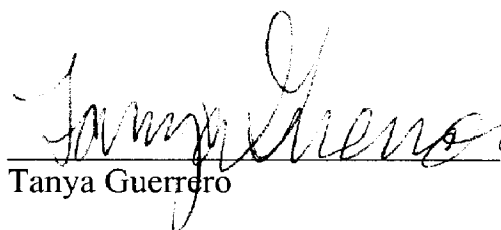
CERTIFICATE OF MAILING BY "EXPRESS MAIL"

I hereby certify that this correspondence is being deposited with the United States Postal Service as express mail (Receipt No. EL 870199452 US)

in an envelope addressed to:

Commissioner of Patent & Trademark
Box Assignments
Washington, D.C. 20231

on January 14, 2003


Tanya Guerrero

LA1:993728.1