

04-30-2003



102435239

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

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

1. Name of conveying party(ies):

Gary Products Group

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other State of Delaware

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Bill of Sale/Order in Bankruptcy

Execution Date: 12/20/01 previously recorded at Reel/Frame: 002567

2. Name and address of receiving party(ies)

Name: Emerald Innovations, L.L.C.

Internal Address:

Street Address: 11310 Juniper Road

City: Cleveland State: OH Zip: 44106

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Ohio Other Limited Liability Corporation

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): 0309

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,107,534

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Diane H. Dobrea

Internal Address: Calfee, Halter & Griswold LLP

Street Address: 800 Superior Avenue

Suite 1400

City: Cleveland State: OH Zip: 44114-2688

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

03-0172

DO NOT USE THIS SPACE

9. Signature.

Michelle M. Christeon Name of Person Signing

Michelle M. Christeon Signature

04 17 -03 Date

Total number of pages including cover sheet, attachments, and document: 32

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

OFFICE OF PUBLIC RECORDS 200 APR 28 AM 7:27 FINANCE SECTION

04/29/2003 TBIAZ1 00000064 2107534

FC:521 40.00 DP

TRADEMARK REEL: 002717 FRAME: 0786

04-30-2003



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04/29/2003 TDIAZ1 00000064 2107534

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40.00 DP

TRADEMARK REEL: 002717 FRAME: 0787

BILL OF SALE

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MYRTLE MCDONALD, acting in her capacity as Trustee in Case No. 01-51313, In re: GARY PRODUCTS GROUP, INC., Debtor in the United States Bankruptcy Court for the Northern District of Texas, Lubbock Division, hereby GRANTS, CONVEYS, SELLS, TRANSFERS, ASSIGNS AND DELIVERS to EMERALD INNOVATIONS, L.L.C. its assigns, all Seller's right, title and interest in and to the following:

As set forth in Exhibit A attached hereto, together with all goodwill appurtenant thereto.

FOR VALUE RECEIVED, Seller sells and delivers the personal property listed on Exhibit A to Buyer, without warranty, either express or implied.

SELLER IS SELLING THE DESCRIBED PROPERTY ON AN "AS-IS", "WHERE-IS" AND "WITH ALL OF ITS FAULTS" BASIS, AND DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO SUCH PROPERTY.

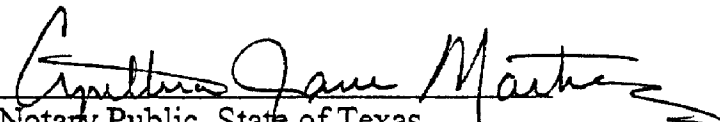
When the context requires singular nouns and pronouns, include the plural.

IN WITNESS WHEREOF Seller has executed this Bill of Sale effective as of the 20th day of December, 2001.


MYRTLE MCDONALD, Trustee

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the 4th day of February, 2002, by MYRTLE MCDONALD, in the capacity therein stated.


Notary Public, State of Texas

MATTER	COUNTRY	APPLICATION NO.	REGISTRATION NO.	TITLE
1942704218	US	74/528,287	1,980,112	SENSATIONAL CELESTIALS
1942704225	CA	1,017,219		SWIVEL STRAIGHT
1942704223	CA	1,017,218		THE ONE MINUTE CHRISTMAS
1942704202	US	76/055,585		TOMB TOWN
1942704217	US	74/528,241	1,977,229	TROPICAL TREASURES
22,498	US		1,869,452	SNO-BALL
	US			TRI-LITES
18,662	US			MINI LITES-UP
	US			CRYSTALLINE COLLECTIBLES

BILL OF SALE

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MYRTLE MCDONALD, acting in her capacity as Trustee in Case No. 01-51313, In re: GARY PRODUCTS GROUP, INC., Debtor in the United States Bankruptcy Court for the Northern District of Texas, Lubbock Division, hereby GRANTS, CONVEYS, SELLS, TRANSFERS, ASSIGNS AND DELIVERS to EMERALD INNOVATIONS, L.L.C. ^{LLC} his/her/its assigns, all Seller's right, title and interest in and to the following:

As set forth in Exhibit A attached hereto, together with all goodwill appurtenant thereto.

FOR VALUE RECEIVED, Seller sells and delivers the personal property to Buyer, without warranty, either express or implied.

SELLER IS SELLING THE DESCRIBED PROPERTY ON AN "AS-IS", "WHERE-IS", AND "WITH ALL OF ITS FAULTS" BASIS, AND DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO SUCH PROPERTY.

When the context requires singular nouns and pronouns include the plural.

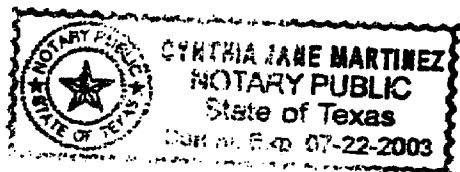
IN WITNESS WHEREOF Seller has executed this Bill of Sale this the 20th day of December, 2001.

Myrtle McDonald
MYRTLE MCDONALD, Trustee

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the 20th day of December, 2001, MYRTLE MCDONALD in the capacity therein stated.

Cynthia Jane Martinez
Notary Public, State of Texas



LOT 1

GARY PRODUCTS GROUP TREE STAND PATENTS

FILE NO.	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE	COUNT	TITLE	STATUS	DUE DATES
34753/68130 (117112-2005)	2037029	8/10/93	2,037,029	8/10/93		GB	Christmas Tree Stand	Issued Renewal 10/8/03
21857	11,678	8/10/93	DES351,570	10/18/94		US	Christmas Tree Stand (Design)	Issued Ex10/18/08
34753/68132 (117112-2007)	73/94	2/7/94	17027	9/30/94		FI	Christmas Tree Stand	Issued Renewal 2/7/04
34753/68133 (117112-2008)	M9401089.7	2/9/94	M9401089.7	4/18/94		DE	Christmas Tree Stand	Issued Renewal 2/9/04
34753/68131 (117112-2006)	1994-0238	2/9/94	74,813	9/22/94		CAN	Christmas Tree Stand	Issued Ex9/22/04
22828	26,127	7/20/94	DES360,116	7/11/95		US	Tree Reservoir(design)	Issued Ex7/11/09
22829	26,124	7/20/94	Des364,831	12/5/95		US	Christmas Tree Stand (Design)	Issued Ex12/5/09
23381	36,441	3/20/95	Des368,674	4/9/96		US	Molded Tree Stand (Design)	Issued Ex4/9/10
34753/68136 (117112-1016)	1995-116	5/24/95	78387	5/9/96		CA	Molded Tree Stand	Issued Ex5/9/06
117112-1014	60/011,061	2/2/96				US	Swivel Tree Stand (Provisional)	Abandoned
34753/68125 (117112-1016)	08/791,194	1/31/97	5,845,890	12/8/98		US	Adjustable Tree Stand	Issued Mainten. Fee Due 6/8/02
34753/71664	29/107,000	6/24/99	Des.424,969	5/16/00		US	Molded Tree Stand (Design)	Issued Ex5/16/14
34753/71988	29/106,703	6/17/99	Des.424,416	5/9/00		US	Threaded Tree Support Bolt with Adjustable Knob (Design)	Issued Ex5/9/14
34753/72006	09/571,839	5/16/00	6,286,804	9/11/01		US	Molded Pentagonal Tree Stand	Issued Mainten Fee Due 3/11/05
34753/2007	29/107,001	6/24/99	Des428,357	7/18/00		US	Molded Pentagonal Tree Stand (Design)	Issued Ex7/18/14
34753/72191	29/106,704	6/17/99				US	Threaded Tree Support Bolt with Adjustment Knob (Design)	Abandoned
34753/74566	1999/2700	11/4/99	90189	8/18/00		CAN	Threaded Tree Support Bolt with Adjustable Knob (Design)	Issued Mainten Fee Due 8/18/05
34753/74564	1999-2701	11/4/99	89909	7/14/00		CAN	Molded Pentagonal Tree Stand (Design)	Issued Mainten Fee Due 7/14/05
34753/74565	1999-2702	11/4/99	92,073			CAN	Threaded Tree Support Bolt with Adjustment Knob (Design)	Issued Mainten Fee Due 4/12/06
34753/75471	09/499,784	2/8/00	6,234,434	5/22/01		US	Folding Pole (Tree) Stand	Issued Mainten Fee Due 11/22/04
34753/78196	2323407	10/17/00				CAN	Folding Pole (Tree) Stand (Priority based)	Pending First Tax Due

34753/78197 309122.0 10/17/00

34753/81223

On US Application No. 10/17/02
09/499,784

EPC Folding Pole(Tree) Stand (Priority based Pending First Tax Due
On US Application No. 10/17/03
09/499,784

HK Folding Pole (Tree) Stand
(Priority based on US
Application No. 09/499/784

LOT 3

18	34753/68120 11/11/2-1009	430,274	11/2/89	5,021,915	6/4/91 US	Decorative Light Shade	Abandoned	Tax due 01/05/02
19	34753/68127 11/11/2-2002	200,276	1/5/90	200,276	10/4/94 CAN	Decorative Light Holder (Priority based on U.S. 4,962,907, tab 4)	Issued	Exp. 03/31/06
20	19309	486,275	2/27/90	Dec. 334,998	3/31/92 US	Light Support Bracket (Design)	Issued	Exp. 08/05/06
21	19310	486,278	2/27/90	Dec. 325,866 9/4/92	5/5/92 US	Light Support Bracket (Design)	Issued	
22	Withdrawn	Withdrawn						
23	Withdrawn	Withdrawn						
24	34753/68128 (11/11/2-2001)	23049017	4/23/90	Dec. 67329	10/25/90 CAN	Bracket for Decorative Lighting (Design)	Issued	
25	34753/68129 (11/11/2-2004)	23049018	4/23/90	Dec. 67330	10/25/90 CAN	Bracket for Decorative Lighting (Design)	Issued	
26	34753/68122 (11/11/2-1011)	706,562	5/28/91	5,110,028	5/5/92 US	Decorative Light Support Assembly (Continuation of 478,623 (abandoned) which is Continuation-in-Part of 4,901,960, tab 2, and Continuation-in-Part of 4,962,907, tab 4)	Issued	Maintenance Fee due 11/05/03
27	34753/68121 (11/11/2-1010)	891,447	5/29/92	5,249,108	9/28/93 US	Multiple Position Decorative Light Bracket	Issued	Maintenance Fee due 03/28/05
33	22826	22,759	5/1/94	Dec. 365,169	12/12/95 US	Light Support Stake (Design)	Issued	Exp. 12/12/09
34	22824	22,792	5/12/94	Dec. 365,015	12/12/95 US	Wealth Hanger (Design)	Issued	Exp. 12/12/09
36	34753/68124 (11/11/2-1013)	227,604	7/20/94	5,422,803	6/6/95 US	Candleholder	Issued	Maintenance Fee due 12/06/02
38	34753/68123 (11/11/2-1012)	300,324	9/22/94	5,458,241	10/17/95 US	Storage Device for Decorative Light String	Issued	Maintenance Fee due 04/17/03

39	22955	28,097	9/7/94	Dec. 361,930	9/5/95 US	Stocking Hook (Design)	Issued	Exp. 09/05/09
40	22954	28,115	9/12/94	Dec. 364,333	11/21/95 US	Light Support Bracket (Design)	Issued	Exp. 11/21/09
41	34753/68134 (117112-4009)	1994,2165	10/31/94	75,976	3/16/95 CAN	Wreath Hanger	Issued	Exp. 03/16/05
42	22830	35,251	2/23/95	Dec. 373,948	9/24/96 US	Siding Hook (Design)	Issued	Exp. 09/24/10
43	34753/68117 (117112-2012)	2,049,403	3/7/95	2,049,403	12/19/95 GB	Ornament Hanger	Issued	Renewal due 03/07/05
44	23488	35,793	3/7/95	Dec. 369,392	4/30/96 US	Ornament Hanger (Design)	Issued	Exp. 04/30/10
45	34753/68139 (117112-4001)	29,035,783	3/7/95	Dec. 376,973	12/31/96 US	Gutter Clip (Design)	Issued	Exp. 12/31/10
46	34753/68135 (117112-2010)	1995-0390	3/13/95	77,956	2/1/96 CAN	Light Support Bracket	Issued	Exp. 02/08/06
49	34753/68140 (117112-4002)	29/045,063	10/6/95	Dec. 376,515	12/17/96 US	Articulated Decorative Light Support Bracket (Design)	Issued	Exp. 12/17/10
50	34753/68141 (117112-4003)	29/046,931	11/21/95	Dec. 378,439	3/11/97 US	Light Support Stake (Design)	Issued	Exp. 03/11/11
51	117112-1015	60/011,997	1/13/96		US	Containers with Folded End Closures (Provisional)	Abandoned	
52	34753/68142 (117112-4004)	29/049,062	1/16/96	Dec. 377,444	2/4/97 US	Light Support Stake (Design)	Issued	Exp. 02/04/11
54	34753/68138 (117112-2013)	1996-0757	3/28/96	79286	10/18/96 CAN	Articulated Decorative Light Support Bracket	Issued	Exp. 10/18/06
55	34753/68143 (117112-4005)	29/059,271	9/6/96	Dec. 381,946	9/23/97 US	Pumpkin Bucket (Design)	Issued	Exp. 09/23/11
56	34753/68144 (117112-4006)	29/059,270	9/6/96	Dec. 381,945	9/23/97 US	Ghost Bucket (Design)	Issued	Exp. 09/23/11
57	34753/68145 (117112-4007)	29/059,269	9/6/96	Dec. 385,157	10/21/97 US	Monster Bucket (Design)	Issued	Exp. 10/21/11
59	34753/68148	29/089,685	6/19/98	Dec. 414,291	9/21/99 US	Combination Clip for Decorative Lights (Design)	Issued	Exp. 09/21/13

60	34753/66949	29/089,663	6/19/98	Dec. 422,203	4/4/00 US	Combination Clip for Icicle Lights (Design)	Issued	Exp. 04/04/14
61	34753/66950	09/169,802	9/20/98		US	Molded Product Display (Continuation-in-Part of Dec. 414,391, sub 59, & Dec. 422,203, sub 69)	Abandoned	
62	34753/66951				US	Combination Clip for Icicle Lights	Not filed	
63	34753/69941	60/104,098	10/13/98		US	Tree-Like Illuminated Display System (Provisional)	Abandoned	
64	34753/68340	1998,3040	12/14/98	87118	CAN	Combination Clip for Decorative Lights (Design)	Issued	Maintenance Fee Due 7/16/2004
65	34753/68541	1998,3041	12/14/98	88042	CAN	Combination Clip for Icicle Lights (Design)	Issued	Maintenance Fee Due 11/5/2004
66	34753/70678	2,239,058	12/30/98		CAN	Molded Product Display System	Pending	4th Tax Due 12/30/01
67	34753/70169	09/235,856	1/22/99	6,139,168	US	Tree-Like Illuminated Display System	Issued	Maintenance Fee Due 04/30/04
68	34753/70170	2,261,374	3/25/99		CAN	Tree-Like Illuminated Display System	Pending	Maintenance Fee Due 02/23/02
69	34753/70171				PCT	Tree-Like Illuminated Display System	Not Filed	
70	34753/70172	992,0281.5	8/20/99		EPC	Tree-Like Illuminated Display System	Pending	Maintenance Fee Due 08/20/02
71	34753/70561	09/239,622	1/29/99	6,158,878	US	Connector Spacers for Decorative Light Strings	Issued	Maintenance Fee Due 06/12/04
72	34753/70562	2,267,473	3/30/99		CAN	Connector Spacers for Decorative Light Strings	Pending	Maintenance Fee Due 03/30/02
73	34753/71599	9904799.5	3/2/99	2,336,896	GB	Tree-Like Illuminated Display System	Issued	Maintenance Fee Due 03/02/03
74	34753/71663	39/104,432	5/5/99	Dec. 417,612	US	Mini Light Support Clip (Design)	Issued	Exp. 12/14/13
76	34753/71665	29/106,504	6/16/99	Dec. 427,510	US	Mini Light Shingle and Curter Clip (Design)	Issued	Exp. 07/04/14
77	34753/71685				US	Light Stake (Design)	Not filed	
79	34753/72003	1999-3221	9/7/99	89,505	CAN	Wedge Clip (Design)	Issued	Maintenance Fee Due 05/28/05
80	34753/72004	29/106,561	6/16/99	Dec. 424,419	US	Wedge Clip (Design)	Issued	Exp. 05/09/14
84	34753/72259	29/106,359	6/14/99	Dec. 424,418	US	Icicle Light Support Clip (Design)	Issued	Exp. 05/09/14
85	34753/72314				US	Combination Costume and Treat Receptacle	Not filed	

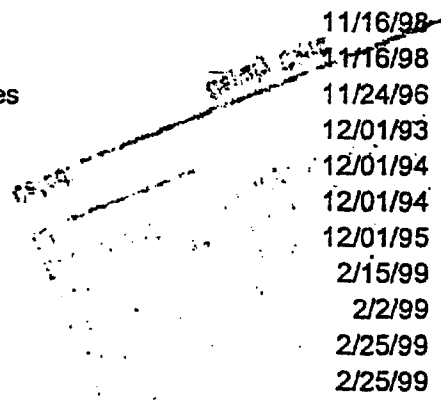
111	34753/78008	09/684,031	10/6/00	US	Decorative Articles with Dissimilar Nestable Parts	Pending	
112	34753/78009	09/684,112	10/10/00	US	Animated Novelty Device	Pending	
115	34753/78198	09/706,876	11/1/00	US	Decorative Lighting Display System (Continuation-in-Part of 6,244,725, tab 101)	Pending	
116	34753/78199	311535.9	12/21/00	EPC	Folded Decorative Articles with Molded Panels (Priority based on 09/722,557, tab 107, which is Utility filing of 60/171,893, tab 93)	Pending	First Tax Due 12/23/02
117	34753/78207	2,327,964	12/11/00	CAN	Folded Decorative Articles with Molded Panels (Priority based on 09/722,557, tab 107, which is Utility filing of 60/171,893, tab 93)	Pending	First Tax Due 12/11/02
118	34753/78547			US	Rope Light Tree	Not yet filed	
119	34753/78617	2,327,964	12/11/00	CAN	Window Wreath Hanger (Priority based on U.S. Application No. 09/499,785, tab 98)	Pending	1st Tax Due 12/11/02
120	34753/78618	2,327,968	12/11/00	CAN	Brick Gripper (Priority based on U.S. Application No. 09/499,778, tab 94)	Pending	1st Tax Due 12/11/02
121	34753/78652	1,065,774	10/17/00	HK	Tree-Like Illuminated Display System	Pending	
122	34753/79316			US	Light Stake with Attachable Head	Not yet filed	
123	34753/79317	09/779,799	2/8/01	US	Adjustable Wreath Hanger	Pending	
124	34753/79318			US	Bone Light	Not yet filed	
125	34753/79319	09/779,162	2/8/01	US	Brick Gripper (Continuation-in-Part of 09/499,778, tab 94)	Pending	
126	34753/79320	09/779,720	2/8/01	US	Expandable Sphere	Pending	
127	34753/79321	09/779,723	2/8/01	US	Curtain Drape Lights	Pending	
128	34753/79322	09/779,224	2/8/01	US	Gift Tag with Motion-Sensitive Audio Playback Device	Pending	
129	34753/79323			US	Spiral Light Tree with Tube Lights	Not yet filed	
130	34753/79324	29/116,869	2/8/01	US	Tube Light Sliding Hook (Design)	Pending	
131	34753/79943			US	Molded Product Display System (Continuation of 09/169,802, abandoned, tab 61)	Will not be filed	

Gary Products Group, Inc
 Fixed Assets
 as of 10/31/01
MANUFACTURING TOOLS & DIES

Asset ID	Description	Acq Date
<u>Located at Lubbock (Industrial Molding)</u>		
00271-01	TOOL - MST99 DEGATOR	9/3/99
00272-01	TOOL - REVISED GUTTER HOOK (RGUH-0049)	9/14/99
00273-01	TOOL - ALL-IN-ONE CLIP PLUS/26CT RUNNER (GSA-0162)	9/23/99
00274-01	TOOL - BB-99 TL CHG	10/21/99
n/a	Tool-AIO-SG-99T	04/01/00
n/a	Tool-MLT-2 (Mini Light Track Die)	04/14/00
n/a	Tool-Fastrax for C7 (Die)	04/14/00
n/a	Tool Modification C0130301	04/14/00
n/a	Tool-UC-FT (Universal Clip) Mold	04/14/00
n/a	Tool-CCM-1 (Cord Clip) Mold	04/14/00
n/a	Tool-Icicle Runner Modifications	04/30/00
n/a	Tool Modification C0130176	05/31/00
n/a	Tool -Part#C0130056	06/08/00
n/a	Tool -Part#C0130059	06/16/00
n/a	Modification Part #ST-001B	06/30/00
n/a	Tool 20" Wreath Hanger	08/31/00
0100-107	Tool Modification Gutter Tube Clip	03/31/01
0401-500-005	UC-FT (Universal Clip) 24-Pk Mold	04/26/01
0601-800-025	Add Radius to Icicle Tool	06/20/01
0701-500-036	Yard Arm Tooling - C0130145	07/01/01
0701-500-028	Tool Modification for P/N MST-99(C0130302)	07/01/01
0701-500-034	Molds - Pole Mount Light Hanger	07/13/01
0701-500-033	Molds - All-In-One Light Stake	07/13/01
0701-500-031	Molds - Mini Lt. Shingle Gutter Clip Runner	07/13/01
0701-500-032	Molds - Icicle Clip Runner	07/13/01
0701-500-030	Molds - All-In-One Clip Runner	07/13/01
0701-500-029	Production Tool P/N C01301305	07/13/01
0024-01	Tool - Shingle Tab II	01/01/95
0023-01	Tool - Hook for Sm & Med SC	01/01/95
0030-01	Tool - Crystal Scenes House #4	01/01/95
0026-01	Tool - Crystal Scenes Shepards	01/01/95
0028-01	Tool - Crystal Scene House #3	01/01/95
0029-01	Tool - Crystal Scenes Wisemen	01/01/95
0031-01	Tool - Santa	01/01/95
0027-01	Tool - Crystal Scenes House #2	01/01/95
0025-01	Tool - Crystal Scenes House #1	01/01/95
0016-01	Tool - Gutter Hook	02/01/94
0032-01	Tool - Crystal Scenes House #4	02/01/95
0012-01	Tool - Shingle Tab	03/01/90

00013-01	Tool - Mini Shingle Tab	03/01/90
00014-01	Tool - Light Stake	03/01/90
00015-01	Tool - Mini Shingle Tab	03/01/90
00016-01	Tool - Garland Hook	03/01/90
00017-01	Tool - Garland Hook	03/01/90
00018-01	Tool - C Clip	03/01/90
00034-01	Tool - Suction Cup	03/01/91
00035-01	Tool - Gutter Clip	03/01/91
00038-01	Tool - Gutter Clip	03/01/95
00049-01	Tool - Tree Clip	03/01/95
00048-01	Tool - Ultimate Ornament Hgr	03/01/95
00047-01	Tool - Church	03/01/95
00044-01	Tool - Summer Moon	03/01/95
00046-01	Tool - Summer - Grapes	03/01/95
00040-01	Tool - Summer Frog #1	03/01/95
00041-01	Tool - Summer Frog #2	03/01/95
00042-01	Tool - Summer Tropical Fish	03/01/95
00050-01	Tool - Mini SCC Assembly	03/01/95
00043-01	Tool - Summer Seahorse	03/01/95
00045-01	Tool - Summer - Sun	03/01/95
00019-01	Tool - Suction Cup Clip	04/01/90
00020-01	Tool - Suction Cup Hook	04/01/90
00022-01	Tool - Suction Cup	04/01/90
00023-01	Tool - Light Globe	04/01/90
00063-01	Tool - C Clip	04/01/93
00064-01	Tool - Suction Cup Hook	04/01/93
00065-01	Tool - Suction Cup Clip	04/01/93
00093-01	Tool - Light Cord Wrap	04/01/94
00097-01	Tool - Mini Tube	04/01/94
00115-01	Tool - Gutter Clip	04/01/94
00120-01	Tool - Small Suction Cup	04/01/94
00165-01	Tool - Crystal Scenes	04/01/95
00161-01	Tool - Lite Cord Wrap	04/01/95
00154-01	Tool - Tree Clip	04/01/95
00162-01	Tool - J Hook	04/01/95
00158-01	Tool - MSCH Variety Pack	04/01/95
00159-01	Tool - Z Clip	04/01/95
00156-01	Tool - Main Street	04/01/95
00160-01	Tool - Gutter Clip	04/01/95
00040-01	Tool - Ornament Hanger	05/01/92
00041-01	Tool - Ornament Hanger	05/01/92
00091-01	Tool - Light Stake	05/01/94
00114-01	Tool - Garland Hook	05/01/94
00166-01	Tool - Ultimate Ornament Hngr	05/01/95
00002-01	Tool - Mini Tube	06/01/89
00003-01	Tool - Mini Shingle Tab	06/01/89
00007-01	Tool - C Clip	06/01/89
00008-01	Tool - Mini Clip	06/01/89
00009-01	Tool - Parapet Clip	06/01/89
00010-01	Tool - Shingle Tab	06/01/89
00011-01	Tool - Mini Shingle Tab	06/01/89
00026-01	Tool - Mini Shingle Tab	06/01/90
00027-01	Tool - Adhesive Pad	06/01/90

00202-01	Tool - Mini Suction Cup Hook	09/01/95
00203-01	Tool - Small Suction Cup Hook	09/01/95
00205-01	Large Base For Crystal Scenes	09/01/95
00208-01	Small Base For Crystal Scenes	09/01/95
00206-01	Large Base For Crystal Scenes	09/01/95
00207-01	Large Base For Crystal Scenes	09/01/95
00194-01	Tool - Bi-Axial Shingle Tab	09/01/95
00198-01	Tool - Ornament Hanger	09/01/95
00224-01	Tool - Candy Cane End Cap	09/29/96
00225-01	Tool - Pig Out Pumpkin	09/29/96
00232-01	Tool - 4 Way Clip M1944AA	09/29/96
00226-01	Tool - Goblin Ghosty	09/29/96
00227-01	Tool - Feed Me Frankie	09/29/96
00061-01	Tool - New Shingle Tab	10/01/92
00062-01	Tool - Light Stake	10/01/92
00210-01	Crystal Scenes-Carrollers	10/01/95
00209-01	Crystal Scenes-Nativity Scene	10/01/95
00032-01	Tool - Gutter Clip	11/01/90
00033-01	Tool - Gutter Clip	11/01/90
00241-01	TOOL - MINI SUCTION CUP HOOK	11/16/98
00247-01	TOOL - REVISED SHINGLE TAB	11/16/98
00233-01	Tool - Raftery Candelier Holdr Polished 2 Cavittes	11/24/96
00087-01	Tool - Gutter Clip	12/01/93
00095-01	Tool - Mini Shingle Tab	12/01/94
00118-01	Tool - Shingle Tab II	12/01/94
00211-01	Tool-Modification/Base Support	12/01/95
00249-01	TOOL - SOFFITT CLIP	2/15/99
00248-01	TOOL - MINI CLIP	2/2/99
00250-01	TOOL - MINI SUCTION CUP	2/25/99
00251-01	TOOL - MINI SUCTION CUP CLIP	2/25/99
00254-01	TOOL - ICICLE LIGHT CLIP/26 CT RUNNER	4/1/99
00256-01	TOOL - ICICLE LIGHT CLIP/26 CT RUNNER	4/13/99
00258-01	TOOL - NET MAKER CLIP	5/10/99
00235-01	TOOL - ICICLE LIGHT CLIP/26CT RUNNER	5/18/98
00259-01	TOOL - SHINGLE TAB	5/20/99
00260-01	TOOL - ICICLE LIGHT CLIP	5/20/99
00262-01	TOOL - ALL-IN-ONE LIGHT STAKE	5/27/99
00261-01	TOOL - ICICLE LIGHT CLIP	5/27/99
00257-01	TOOL - ICICLE LIGHT CLIP	5/5/99
00237-01	TOOL - ICICLE LIGHT CLIP/26CT RUNNER	6/16/98
00238-01	TOOL - ALL-IN-ONE CLIP PLUS/26CT RUNNER	6/16/98
00240-01	TOOL - YARD ARM HEAD	6/19/98
00236-01	TOOL - ICICLE LIGHT CLIP/26CT RUNNER	6/2/98
00265-01	TOOL - MINI LT SHINGLE CLIP/26CT RUNNER	7/14/99
00243-01	TOOL - ALL-IN-ONE CLIP PLUS/26CT RUNNER MODIFICATION	7/2/98
00242-01	TOOL - ALL-IN-ONE CLIP PLUS/26CT RUNNER	7/2/98
00244-01	TOOL - SOFFIT CLIP	7/22/98
00268-01	TOOL - MINI LT SHINGLE CLIP/26 CT RUNNER	7/27/99
00264-01	TOOL - ICICLE LGITH CLIP/26 CT RUNNER	7/8/99
00245-01	TOOL - ICICLE CLIP DEGATOR	7/9/98
00246-01	TOOL - SHINGLE TAB REV L	9/23/98
00239-01	TOOL - CARD ASSEMBLY FIXTURE-ICICLE CLIP 26CT RUNNER	6/19/98
00263-01	TOOL - CARD ASSY FIXTURE MLSC 26 CT RUNN	6/3/99



Assets to Emerald Innovations and (c) having found that the relief granted herein is in the best interests of the Debtor's estate, its creditors and other parties in interest, hereby ORDERS that:

1. The sale of the Purchased Assets by the Chapter 7 Trustee to Emerald Innovations for the sum of \$4,225,000.00 is approved by this Court and is in compliance with and satisfies all applicable provisions of the Bankruptcy Code, including, but not limited to, sections 363(b), (f) and (o).

2. The sale of the Purchased Assets to Emerald Innovations was commercially reasonable and the Sale Proceeds are fair and reasonable.

3. The transfer of the Purchased Assets to Emerald Innovations represents an arms'-length transaction between the parties. Emerald Innovations, as transferee of the Purchased Assets, is a good faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protection of section 363(m).

4. Any objections to the sale of the Purchased Assets that were not withdrawn or settled on the record are hereby overruled.

5. The Debtor, by and through the Chapter 7 Trustee, has sold, transferred, assigned and conveyed to Emerald Innovations all of the Debtor's right, title and interest in and to the Purchased Assets. The Debtor and the Chapter 7 Trustee are authorized, empowered and hereby directed to deliver bills of sale, assignments and other such documentation that may be necessary or reasonably requested by Emerald Innovations to evidence the transfers required herein.

6. This Order is, and shall be effective as, a determination that all Claims (as defined below) existing as to the Purchased Assets conveyed to Emerald Innovations have been and are adjudged and declared to be unconditionally released, discharged and terminated, with all such Claims attaching to the Sale Proceeds. All Claims in or against the Purchased Assets shall attach

to the net Sale Proceeds with the same force, validity, effect, priority and enforceability as such Claims had prior to such sale. Any issues regarding the extent, validity, perfection, priority and enforceability of such Claims with respect to such Sale Proceeds shall be determined by the Court upon proper application at a later date.

7. The transfer of the Purchased Assets to Emerald Innovations is free and clear of any and all liens, claims, encumbrances, charges and interests thereon and there against of whatever type or description, including but not limited to the security interests granted to Wells Fargo Bank, N.A., as Agent ("Wells Fargo") pursuant to that certain Security Agreement dated as of February 2, 2000, between Wells Fargo and the Debtor (and all amendments thereto) and any mortgages, security interests, pledges, judgments, leases, subleases, licenses, options, easements, deeds of trust, conditional sales agreements, title retention arrangements intended as security, interests of consignment creditors, guarantees, hypothecations, charges, obligations, rights, restrictions and other interests and encumbrances, and other claims and interests (all such claims and interests described in this paragraph shall be referred to as "Claims"), having arisen, existed or accrued prior to and through December 20, 2001, whether direct or indirect, absolute or contingent, choate or inchoate, fixed or contingent, matured or unmatured, liquidated or unliquidated, voluntarily incurred or arising by operation of law, of, by or against the Debtor or the Purchased Assets.

8. Neither the purchase of the Purchased Assets by Emerald Innovations, nor the subsequent operation by Emerald Innovations of any business previously operated by the Debtor, shall cause Emerald Innovations to be deemed a successor in any respect to the Debtor's business within the meaning of any revenue, pension, ERISA, tax, labor or environmental law, rule or regulation or under any products liability law with respect to the Debtor's liability.

Emerald Innovations shall not be liable for any claims against the Debtor or any of its predecessors or affiliates, and Emerald Innovations shall have no successor or vicarious liabilities of any kind or character whether known or unknown as of December 20, 2001, now existing or hereafter arising, whether fixed or contingent and however arising, including without limitation, (a) claims related to the design, manufacture, sale or distribution of products sold by the Debtor or its predecessors and (b) claims related to pollution or other adverse effects upon human health or the environment, including, but not limited to the release in connection with any of Debtor's (or its predecessors') operations or any of the Purchased Assets of a hazardous substance, pollutant, contaminant or other substance regulated under any local, state or federal law, ordinance or regulation, and claims related to the Debtor's (or its predecessors') failure to comply with any such law, statute, regulation or ordinance. All such claims, liabilities or obligations shall remain with the Debtor (except that nothing in this section shall in any way expand or increase the liabilities of the Debtor); and all persons are hereby enjoined from asserting, prosecuting or otherwise pursuing any claim against Emerald Innovations to recover on any claim such person had, has or may have against the Debtor, its estate, its principals, shareholders, or the Purchased Assets.

9. All governmental recording offices and all other parties, persons or entities are hereby directed to accept this Order as such an assignment and/or bill of sale, and, if necessary, this Order shall be accepted for recordation on or after December 20, 2001 as conclusive evidence of the free and clear, unencumbered transfer of title to the Purchased Assets conveyed to Emerald Innovations. In addition, Emerald Innovations is hereby authorized to use the Debtor's uniform product code numbers for the Purchased Assets.

10. If any of the Purchased Assets is in the care or custody of any non-debtor party, such party shall immediately upon the request of Emerald Innovations surrender any such Purchased Assets in its care or custody to Emerald Innovations. Emerald Innovations is hereby granted immediate and unfettered access to the Purchased Assets.

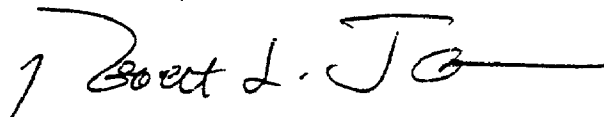
11. This Court shall have exclusive jurisdiction to implement and enforce the terms and provisions of this Order, including any disputes relating thereto or with respect to the sale, the Sale Proceeds, the transfer and/or assignment and delivery of the Purchased Assets to Emerald Innovations and Emerald Innovations' peaceful use and enjoyment thereof, free and clear of any and all Claims.

12. This is a final order and enforceable upon entry. To the extent necessary under Rules 5003, 9014, 9021, and 9022 of the Federal Rules of Bankruptcy Procedure, this Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein. In addition, as there were no unresolved objections to the sale or the Trustee's Notice, the Court orders that the ten day automatic stay imposed by Rule 6004(g) of the Federal Rules of Bankruptcy Procedure does not apply.

13. Each and every federal, state, and local governmental agency or department be, and hereby is, directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by this Order, including, but not limited to, documents and instruments for recording in any governmental agency or department required to transfer to Emerald Innovations the intellectual property rights, names and any and

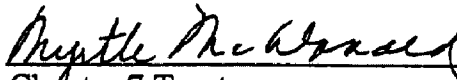
all other licenses or permits under the Debtor's ownership necessary for the operations that are associated with the Purchased Assets.

DATED: January 8th, 2002

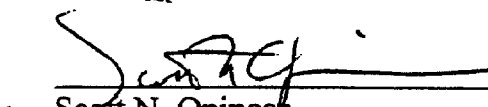


United States Bankruptcy Judge

Approved:



Chapter 7 Trustee



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