

Form PTO-1594  
(rev 3/1)RECORDATION FORM COVER SHEET  
TRADEMARKS ONLYU. S. Department of Commerce  
Patent and Trademark Office

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

1. Name of conveying party(ies):

**Hilco Wholesale, LLC**

- Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation

**X Other – Illinois LLC**Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment       Merger  
 Security Agreement       Change of Name  
 Other:

Execution Date: **October 17, 2003**

2. Name and Address of receiving party(ies)

**Commonwealth Soap & Toiletries  
Company**  
**661 Quequechan Street**  
**Fall River, MA 02721**

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

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).

B. Trademark Registration No(s).

1730536	1963024	1795048
2423874	2227143	2263102
2366408	2412932	2388493
2384115	2521286	2222794

Additional numbers attached?  Yes  No

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

Carole V. Aciman, Esq.  
 SKADDEN, ARPS, SLATE, MEAGHER  
 & FLOM LLP  
 Four Times Square  
 New York, New York 10036

6. Total number of applications/registrations involved: **12**7. Total fee (37 CFR 3.41) **\$315**

All fees and any deficiencies are authorized to be charged to Deposit Account  
 (Our Ref. 081160/2)

8. Deposit Account No. **19-2385**

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.*

Carole Aciman

Name

Carole Aciman

Signature

January 5, 2004

Date

Total number of pages including cover sheet, attachments, and document: **75**

CH \$315.00 192385 1730536

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HILCO TRADING CO

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OCT-17-2003 11:27AM FROM:COMMONWEALTH SOAP &amp; TOILETRIES

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of October 17, 2003 (this "Agreement"), is between Commonwealth Soap & Toiletries Company ("Purchaser"), and Hilco Wholesale, LLC ("Seller").

**WITNESSETH:**

WHEREAS, Seller and Fasma, LLC, Sarah Michaels, Inc., and Sarah Michaels, LLC (collectively "Sarah Michaels") are parties to that certain Asset Purchase Agreement dated as of September 18, 2003, as amended, (a copy of which is attached hereto as Exhibit A) (the "SM APA"), providing for the transfer and sale by Sarah Michaels to Purchaser on the date hereof of the Acquired Assets<sup>1</sup>; and

WHEREAS, Purchaser and Seller now desire to assign the obligations and rights under the SM APA from Seller to Purchaser by executing and delivering this instrument evidencing (i) the vesting in Purchaser of the Acquired Assets and (ii) the assumption by Purchaser of the Assumed Liabilities.

NOW, THEREFORE, for good and valuable consideration described herein, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller, intending to be legally bound, hereby agree as follows, subject to the terms and conditions of the Purchase Agreement:

1. (a) Seller does hereby sell, transfer, convey, assign and deliver to Purchaser all of the right, title and interest of Seller in, to and under the Acquired Assets (such assets being assigned pursuant to this Agreement being hereinafter referred to as the "Assigned Assets"); provided, however, Seller shall not contribute, transfer or assign to Purchaser, nor shall Purchaser have any rights or ownership interest in or to the Excluded Assets.

(b) Purchaser does hereby accept all the right, title and interest of Seller in, to and under all of the Assigned Assets, and Purchaser hereby agrees to assume, pay, perform, observe the terms of, satisfy, honor and/or otherwise discharge in accordance with their terms, and shall hold Seller and its Affiliates harmless from, all of the liabilities under the SM APA (the "Assumed Liabilities").

2. Seller hereby covenants and agrees that, from time to time after the delivery of this Agreement, at Purchaser's request and without further consideration, Seller will do, execute, acknowledge and deliver such further acts, deeds, conveyances, transfers, assignments and assurances as may reasonably be required (which shall not require the payment of any consideration) to more effectively sell, transfer, convey, assign and vest in Purchaser, and to put Purchaser in possession of, any of the Assigned Assets and to use commercially reasonable efforts to assure Purchaser the benefits thereof.

3. In consideration for the obligations and rights granted and transferred to Buyer, Buyer shall pay to Seller on the Closing Date an amount equal to \$300,000.00.

<sup>1</sup> Capitalized terms not defined herein shall take the meaning ascribed to them in the SM APA.

11/07/2004

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HILCO TRADING CO

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4. Purchaser hereby covenants and agrees that, from time to time after the delivery of this Agreement, at Seller's request and without further consideration, Purchaser will do, execute, acknowledge and deliver such further acts, instruments and assurances as reasonably may be required to more effectively consummate the assumption of the Assumed Liabilities contemplated hereby and to cause Seller to be relieved from all liabilities associated with the Assigned Assets.

5. This Agreement is executed and delivered in connection with the SM APA and the obligations and rights of both Purchaser or Seller hereunder are conditioned in their entirety upon the closing of the SM APA.

6. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without regard to the rules of conflict of the laws of the State of Illinois or any other jurisdiction.

7. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. This Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be duly executed as of the day and year first above written.

HILCO WHOLESALE, LLC

By:

Name:

Title:

JAMES T. FICHT

ASST. GENERAL COUNSEL, MEMBER

COMMONWEALTH SOAP & TOILETRIES COMPANY

By:

Name:

Title:

Edward M. Lafferty  
President

01/07/2004 16:57 SKADDEN ARPS → 917033065995#9160000 NO. 048 P005  
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Exhibit A

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**ASSET PURCHASE AGREEMENT,**

Dated as of September 18, 2003

Among

HILCO WHOLESALE, LLC

BUYER

and

FASMA, LLC

SARAH MICHAELS, INC.

SARAH MICHAELS, LLC

SELLER

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**THIS ASSET PURCHASE AGREEMENT**, dated as of September \_\_\_, 2003 is by and among Hilco Wholesale, LLC, an Illinois limited liability company ("Buyer"), and FASMA, LLC, a Delaware limited liability company, SARAH MICHAELS, INC., a Delaware corporation and SARAH MICHAELS, LLC, a Delaware limited liability company (the latter three entities collectively referred to as "Seller" or "Debtor"). Capitalized terms used and not otherwise defined shall have the meanings ascribed to such terms in Section 17 hereof.

**WITNESSETH:**

**WHEREAS**, on May 1, 2003, the Debtor filed petitions under Chapter 11 of Title 11, United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court"); and

**WHEREAS**, Seller has determined that it is in Seller's best interests and Seller's bankruptcy estate's best interests to sell to Buyer, and Buyer wishes to purchase from Seller pursuant to Section 363 of the Bankruptcy Code and subject to higher and better offers in accordance with a bidding and auction process to be approved by the Bankruptcy Court, all of the right, title and interest of Seller in and to the Acquired Assets for such consideration as is herein set forth; and

**WHEREAS**, the assets and liabilities of the Business are subject to the supervision and control of Seller subject and pursuant to the jurisdiction of the Bankruptcy Court;

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from this Agreement and the representations, warranties, covenants and agreements contained herein, Buyer, on the one hand, and Seller, on the other hand, hereby represent, warrant, covenant and agree as follows:

**Section 1. SALE AND PURCHASE.**

(a) **Sale and Purchase of the Assets.** Subject to the terms and conditions hereinafter set forth, on the Closing Date, Seller will sell, convey, transfer, assign and deliver or cause to be sold, conveyed, transferred, assigned and delivered to Buyer, and Buyer will purchase, acquire and take assignment and delivery of the Lot 2, Lot 3 and Lot 4 of Seller as set forth on Schedule A hereto and all of Seller's right, title and interest therein and thereto, free and clear of any and all Encumbrances of any kind except as specifically set forth herein (all of the assets to be sold, conveyed, transferred, assigned and delivered to Buyer hereunder are included in the term "Acquired Assets" as used herein).

(b) **Excluded Assets.** Notwithstanding anything to the contrary in this Agreement, Buyer shall not acquire any interest in any assets of Seller that do not constitute Acquired Assets, including but not limited to (i) all of the receivables of the Seller, and (ii) the assets of Seller or Seller's bankruptcy estates set forth on Schedule B hereto (collectively, the "Excluded Assets").

(c) **Purchase Price and Payment.** Subject to Section 1(e) hereof, the purchase price to be paid by Buyer to or for the benefit of Seller in accordance with the order of the Bankruptcy Court on the Closing Date for the Acquired Assets being purchased hereunder shall be \$3.7 million (the "Purchase Price"), and Buyer shall remit at Closing directly to the Lender the full amount of the Purchase Price as partial payment of the Indebtedness as defined in and in accordance with and subject to the provisions of the DIP Financing Order. Buyer has deposited with Seller's counsel the sum of \$50,000 in the form of a certified check or wire transfer of immediately available federal funds to be held in escrow by Seller's counsel in accordance with the provisions hereof (the "Deposit").

(d) Inventory Taking. Prior to the Closing, Seller and Buyer shall cause to be taken a physical inventory and a "SKU" inventory of the inventory (the "Inventory Taking") commencing on a date to be mutually agreed upon, but in no event later than 3 business days before the Closing. Buyer shall employ RGIS or another mutually acceptable inventory taking service to conduct the Inventory Taking. Buyer shall be responsible for the costs and fees of the inventory taking service. Buyer and Seller shall each have representatives present during the Inventory Taking, and shall each have the right to review and verify the listing and tabulation of the inventory taking service.

(e) Purchase Price Adjustment. Seller and Buyer agree that:

(i) in the event that the final report of the inventory taking service indicates that the Cost Value of the Acquired Assets is less than the Cost Value for the Acquired Assets as set forth in Schedule A, then the Purchase Price shall be reduced by an amount equal to the aggregate Cost Value associated with such shortage multiplied by 25%;

(ii) in the event that the final report of the inventory taking service indicates that the Cost Value of the Acquired Assets is greater than the Cost Value for the Acquired Assets as set forth in Schedule A, then the Purchase Price shall be increased by an amount equal to the aggregate Cost Value associated with such shortage multiplied by 25%; and

(iii) Seller (or LaSalle Business Credit, LLC, or its designee) shall have the right, but not the obligation, to purchase up to \$1.0 million of Cost Value of the Acquired Assets necessary to fulfill the "holiday" and "Kenny's" orders (such orders not to exceed \$1.9 million in the aggregate) at a purchase price equal to the Cost Value of the Acquired Assets multiplied by 25%. "Cost Value" shall mean the cost values for the inventory in the documentation attached to the bid procedures provided by Seller to Buyer on September 11, 2003.

**Section 2. THE CLOSING.** The closing of the sale and transfer of the Acquired Assets (the "Closing") shall take place at Latham & Watkins, Sears Tower, 233 South Wacker Drive, Chicago, IL 60606, as soon as practicable immediately after entry of the Sale Order (the "Closing Date"), unless otherwise agreed in writing by the parties hereto.

**Section 3. REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller hereby represents and warrants to Buyer, which representations and warranties shall be true, correct and complete in all material respects to the actual knowledge of Seller (without any inquiry or investigation) on the date hereof and on the Closing Date that:

(a) Execution and Delivery. This Agreement has been duly executed and delivered by Seller and, following the approval of this Agreement and the transactions contemplated hereby by the Bankruptcy Court pursuant to the Sale Order, will constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with its terms, subject to the Sale Order not being subject to any stay or appeal.

(b) No Other Agreements to Sell the Acquired Assets. Seller has no legal obligation, whether absolute or contingent or direct or indirect, to any other Person to sell or otherwise convey, and has not granted any Person any option to purchase, the Acquired Assets (other than sales of inventory in the ordinary course of business) or to enter into any agreement with respect thereto.

(c) Title to Assets. Good and valid title to all the Acquired Assets shall be transferred to Buyer at Closing pursuant to the Sale Order.

(d) Limitation on Seller's Representations and Warranties. Buyer represents that it has inspected and is fully familiar with the Acquired Assets and hereby covenants and agrees to accept the same "AS IS," "WHERE IS" and "WITH ALL FAULTS" on the date hereof and on the Closing Date. Seller has not made, and is not willing to make, any representations or warranties as to the physical condition of the Acquired Assets, their contents, the income or commissions derived or potentially to be derived from the Acquired Assets, the expenses incurred or potentially to be incurred in connection with the Acquired Assets or any aspect of the Accepted Liabilities. Seller is not, and will not be, liable or bound in any manner by express or implied warranties, guarantees, statements, promises, representations or information pertaining to the Acquired Assets, made or furnished by any broker, agent, employee, servant or other Person representing or purporting to represent Seller, unless such are expressly and specifically set forth herein.

**Section 4. REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer hereby represents and warrants to Seller on the date hereof and on the Closing Date that:

(a) Buyer's Organization and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power to carry on its business and consummate the transactions contemplated hereunder.

(b) Authority, Execution and Delivery. Buyer has full corporate power and authority to enter into this Agreement and to purchase the Acquired Assets and assume the Accepted Liabilities in accordance with the terms hereof. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by Buyer have been duly and effectively authorized, and no other corporate proceedings on the part of Buyer are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with its terms.

(c) No Brokers. Neither Buyer nor any of its affiliates has entered into or will enter into any agreement, arrangement or understanding with any Person which will result in the obligation of Seller to pay any finder's fee, brokerage commission or similar payment in connection with the transactions contemplated hereby.

(d) Consents, No Conflicts, Etc. Neither the execution and delivery of this Agreement and the consummation by Buyer of the transactions contemplated herein nor compliance by Buyer with any of the provisions hereof will (with or without the giving of notice or the passage of time) (i) violate, conflict with, result in a breach of, or constitute a default under, any of the terms, conditions or provisions of the certificate of organization, partnership agreement, limited liability company agreement, by-laws or similar instrument of Buyer, (ii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Buyer or any of its assets or properties, or (iii) require the consent, approval, permission or other authorization of or by or filing or qualification with any court, arbitrator or governmental, administrative, or self-regulatory authority, except for such consents, approvals, permissions, authorizations, filings or qualifications the failure of which to obtain or make prior to the Closing would not adversely affect the ability of Buyer to consummate the transactions contemplated by this Agreement. Buyer knows of no reasons why Buyer should not receive, on or before Closing, all governmental authorizations and permits necessary for Buyer to acquire and own the Acquired Assets.

(e) Availability of Funds. Buyer has and will have at Closing sufficient funds to pay the Purchase Price and to consummate the transactions contemplated herein, and without limiting the foregoing, Buyer acknowledges and agrees that its obligation to consummate the transactions contemplated herein is not contingent on obtaining financing from any financial institution or other Person.

(f) "AS IS" Purchase. Buyer hereby acknowledges and agrees that, except as otherwise expressly provided in Section 4 hereof, (i) Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Acquired Assets, and (ii) Buyer shall accept the Acquired Assets "AS IS," "WHERE IS" and "WITH ALL FAULTS" as of the Closing Date. Without in any way limiting the foregoing, Seller hereby disclaims any warranty (express or implied) of merchantability or fitness for any particular purpose as to any Acquired Asset.

#### **Section 5. CERTAIN COVENANTS AND AGREEMENTS.**

(a) Certain Fees and Expenses. Except as otherwise provided herein, each party hereto shall be responsible for and shall pay all fees and expenses incurred by it relating to the transactions contemplated hereby including all fees and expenses of counsel and auditors engaged by it.

(b) Mutual Cooperation. The parties hereto will cooperate with each other, and will use all reasonable efforts to cause the fulfillment of the conditions to the parties' obligations hereunder.

(c) Use of Seller's Facilities. For the purpose of removing the Acquired Assets from Seller's Facilities (as defined herein), for a period of forty-five (45) days from the Closing Date, Buyer shall have the right to the unencumbered use and occupancy of, and peaceful and quiet possession of Seller's facilities where the Acquired Assets are currently located (the "Facilities"), the fixtures and equipment currently located at the Facilities, and the utilities, telephone and other services provided at the Facilities. Buyer shall occupy the Facilities as a licensee and shall not be obligated to pay any rent or other charges therefore; provided, however, Buyer shall be obligated to pay any and all expenses incurred in connection with the continued employment of Seller's existing employees and any other personnel hired on or after the Closing Date. Seller acknowledges that Buyer is not an insurer of Seller's personal property.

(d) License. Buyer hereby grants both Seller and Lender (and their respective designees) a royalty-free license to use the intellectual property constituting Acquired Assets for the limited purpose of facilitating the liquidation or other disposition of the Excluded Assets.

(e) Acquired Asset Sales. Except as otherwise provided for in Section 1(e) hereof, Seller shall not sell or otherwise dispose of any of the Acquired Assets without the prior consent of Buyer (which consent shall not be unreasonably withheld).

**Section 6. CONDITIONS TO EACH PARTY'S OBLIGATIONS.** The respective obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver on or prior to the Closing Date of the following conditions:

(a) Sale Order. The Bankruptcy Court shall have entered one or more orders (the "Sale Order") pursuant to Sections 363, 365 and other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure (A) authorizing and approving the sale to Buyer pursuant to this Agreement of the Acquired Assets, and approving the terms of this Agreement, and (B) finding that Buyer is acting in good faith and is entitled to the protections of a buyer under Section 363(m) of the Bankruptcy Code.

(b) Injunctions. There shall not be outstanding any injunction, decree or order of any court or governmental department or agency prohibiting the consummation of the transactions contemplated by this Agreement.

(c) No Change in Law. There shall not have been any action taken or any statute enacted by any governmental authority which would render the parties unable to consummate the transactions contemplated hereby or make the transactions contemplated hereby illegal or prohibit the consummation of the transactions contemplated hereby.

(d) Governmental Approvals and Consents. Except to the extent not required pursuant to the Bankruptcy Code or under this Agreement, Seller and Buyer shall have obtained and delivered to the other all material approvals and consents from governmental or regulatory bodies or agencies, whether Federal, state, local or foreign without which the transactions contemplated hereby could not legally be consummated.

(e) Completion of the Inventory Taking. The Inventory Taking shall have been completed and the final report of the inventory taking service shall have been issued setting forth the Cost Value of the Acquired Assets for purposes of determining any adjustments to the Purchase Price as set forth in Section 1(e) hereof.

**Section 7. CONDITIONS TO OBLIGATIONS OF BUYER.** The obligation of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, or the waiver by Buyer, on or prior to the Closing Date, (or in certain circumstances specified below, prior to the Auction Time) of the following conditions:

(a) Representations and Warranties True at the Closing Date. The representations and warranties of Seller contained in this Agreement shall be deemed to have been made on and as of the Closing Date and shall then be true and correct in all material respects 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, and on the Closing Date Seller shall have delivered to Buyer a certificate to such effect; provided, however, that (i) Buyer shall be deemed to have waived any breach by Seller of any representation or warranty occurring prior to Auction Time as to which Buyer has actual knowledge prior to the Auction Time, unless prior to the Auction Time, Buyer shall have terminated this Agreement pursuant to Section 10 hereof based in whole or in part on such breach and (ii) the failure of any such representations or warranties to be true and correct in all material respects as of the Closing Date shall not constitute a basis for Buyer to refuse to consummate the transactions contemplated hereby unless such failure has or would reasonably be expected to have a material adverse affect on Buyer's ability to perform its obligations under this Agreement.

(b) Seller's Performance. Each of the obligations of Seller, to be performed on or before the Closing Date pursuant to the terms of this Agreement shall have been duly performed by the Closing Date, in all material respects; provided, however, that (i) Buyer shall be deemed to have waived any breach by Seller of any covenant occurring prior to the Auction Time as to which Buyer has actual knowledge prior to the Auction Time unless prior to the Auction Time, Buyer shall have terminated this Agreement pursuant to Section 10 hereof in whole or in part on such breach and (ii) the failure to perform any such obligations in all material respects as of the Closing Date shall not constitute a basis for Buyer to refuse to consummate the transactions contemplated hereby unless such failure has or would reasonably be expected to have a material adverse affect on Buyer's ability to perform its obligations under this Agreement.

**Section 8. CONDITIONS TO OBLIGATIONS OF SELLER.** The obligations of Seller to consummate the transactions contemplated hereby shall be subject to the fulfillment, or the waiver by Seller, on or prior to the Closing Date, of the following conditions:

(a) Representations and Warranties True at the Closing Date. The representations and warranties of Buyer contained in this Agreement shall be deemed to have been made at and as of the Closing Date and shall then be true and correct in all material respects 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, and on the Closing Date Buyer shall have delivered to Seller a certificate to such effect, signed by an officer of Buyer; provided, however, the failure of any such representations or warranties to be true and correct in all material respects as of the Closing Date shall not constitute a basis for Seller to refuse to consummate the transactions contemplated hereby unless such failure has or would reasonably be expected to have a material adverse affect on Seller's ability to perform its obligations under this Agreement.

(b) Buyer's Performance. Each of the obligations of Buyer to be performed on or before the Closing Date under the terms of this Agreement, including payment of the Purchase Price under the terms hereof and the provision of all assurances of future performance required to be provided by Buyer hereunder so that all contracts and unexpired leases constituting part of the Acquired Assets may be assumed by Seller and assigned to Buyer in accordance with the provisions of Section 365 of the Bankruptcy Code, shall have been duly performed by the Closing Date in all material respects; provided, however, that the failure to perform any such obligations in all material respects as of the Closing Date shall not constitute a basis for Seller to refuse to consummate the transactions contemplated hereby unless such failure has or would reasonably be expected to have a material adverse affect on Seller's ability to perform its obligations under this Agreement.

**Section 9. NATURE AND SURVIVAL OF REPRESENTATIONS AND WARRANTIES, ETC.**

(a) Survival of Representations, Warranties, Etc. None of the representations, warranties and covenants required hereunder or under any other agreement, instrument or document executed in connection herewith shall survive the Closing and shall terminate on the next day following the Closing Date.

(b) No Other Representations. Notwithstanding anything to the contrary contained herein and notwithstanding any delivery or disclosure to Buyer or its officers, directors, employees, agents or other representatives of any documentation or other information, it is the explicit intent of each party hereto that Seller is making no other representations or warranties whatsoever, express or implied, (including any implied representation or warranty as to condition, merchantability or suitability as to any of the Acquired Assets) except those representations and warranties contained in Section 3.

**Section 10. TERMINATION.**

(a) Termination. This Agreement may be terminated by written notice at any time prior to the Closing Date:

(i) By mutual consent of Buyer and Seller;

(ii) By Buyer or by Seller if the other party hereto shall violate in any material respect any representation, warranty or covenant to be performed by said other party (which violation would result in the failure to satisfy one or more of the conditions set forth in Section 7 or Section 8, as applicable) or shall intentionally fail or refuse to

consummate the transactions contemplated hereby or to take any other material action referred to herein necessary to consummate the transactions contemplated hereby after affording such defaulting party a five (5) day period after notice in which to cure such default;

(iii) By Buyer or by Seller if the Closing shall not have taken place on or before the Outer Closing Date; or

(iv) By Buyer or Seller (at the direction or with the consent of Lender) if the final report of the Inventory Taking indicates that the Cost Value of the Acquired Assets is materially different from the Cost Value of the Acquired Assets set forth on Schedule A;

(b) Effect of Termination. In the event of the termination of this Agreement as provided in Section 10(a), this Agreement shall forthwith become wholly void and of no further force and effect and, other than with respect to the defaulting party in the event of a termination pursuant to Section 10(a)(ii), there shall be no liability on the part of Seller or Buyer or their respective officers, directors or partners (except as set forth in Sections 10(c) and 11 hereof); provided, however, that this Section 10(b) and 10(c) and Section 11 shall survive termination of this Agreement.

(c) Payment of Damages upon Breach. If the transactions contemplated by this Agreement are not consummated because one party (the "Non-Breaching Party") terminates this Agreement as a result of a material breach of this Agreement by the other party (the "Breaching Party"), the Breaching Party shall upon the occurrence of any such event, reimburse the Non-Breaching Party as follows: (i) if Buyer is the Non-Breaching Party, Buyer shall be entitled to the return of its Deposit plus actual damages resulting from such breach, and (ii) if Seller is the Non-Breaching Party, Seller shall automatically be entitled to retain the Deposit and all other rights and remedies available under applicable law. The remedy provided by this Section 10(c) shall be the sole and exclusive remedy of the Non-Breaching Party for any breach by the Breaching Party of any of its obligations hereunder.

**Section 11. PAYMENT OF CERTAIN EXPENSES.** Buyer shall be responsible for all Federal, state, county, local and foreign taxes (including any transfer taxes) which may be payable by reason of the purchase and sale pursuant to this Agreement of the Acquired Assets. Except as otherwise expressly provided in this Agreement, each party will be liable for its own costs and expenses incurred in connection with the negotiation, preparation, execution or performance of this Agreement.

**Section 12. WAIVER; CERTAIN CONSENTS.** Any of the terms or conditions of this Agreement may be waived at any time and from time to time in writing by the party entitled to the benefits thereof without affecting any other terms or conditions of this Agreement.

**Section 13. NOTICES.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered, addressed or telecopied to the address or telecopier number set forth below and shall be deemed to have been made (i) on the date of service if served personally on the party, (ii) on the first Business Day after delivery to an overnight courier service if first available delivery is indicated and paid for, (iii) on the third Business Day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or (iv) on the date of transmission, if sent by telecopier and confirmation of transmittal is received by the transmitting party. Any party may change its address for purposes of this paragraph by giving the other parties written notice of the new address in the manner set forth above.

If to Seller, to:

FASMA, LLC  
1420 Kinsington Road  
Suite 102  
Oak Brook, IL 60523  
Attn: Brian Rujawitz

If to Buyer, to:

Hilco Wholesale, LLC  
5 Revere Drive, Suite 206  
Northbrook, IL 60062  
Attn: Jamie Teich

with copies to:

Richard A. Levy, Esq.  
Latham & Watkins  
Sears Tower, Suite 5800  
233 S. Wacker Dr.  
Chicago, IL 60606

**Section 14. ENTIRE AGREEMENT; AMENDMENT.** This Agreement and the other agreements referred to herein and entered into in connection herewith and the Sale Order and the Order approving the auction procedure, set forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersede all prior agreements, arrangements and understandings relating to the subject matter hereof. This Agreement may be amended or modified only by a written instrument executed by Buyer, Seller and Lender or by their successors and assigns. Notwithstanding anything to the contrary in this Agreement, the Lender (i) is not making any representations or warranties to any or all of Seller and Buyer or any affiliate of Seller or Buyer in connection with this Agreement or any other agreement, instrument, certificate or document executed in connection herewith or therewith or the transactions contemplated herein or therein, (ii) shall not be liable to any Person for any breach by Seller or Buyer or any affiliate or assignee of Seller or Buyer of any of their respective representations, warranties, covenants or other agreements in connection with this Agreement or any other agreement, instrument, certificate or document executed in connection herewith or therewith or the transactions contemplated herein or therein, and (iii) shall not have any obligations or liabilities under or in respect of any of this Agreement or any other agreement, instrument, certificate or document executed in connection herewith or therewith or the transactions contemplated herein or therein.

**Section 15. GENERAL.** This Agreement: (i) shall be governed by, construed and enforced in accordance with the Bankruptcy Code and the substantive laws of the State of Illinois without regard to the conflict of laws principles thereof; (ii) shall inure to the benefit of and binding upon the successors and permitted assigns of Seller and Buyer. Nothing in this Agreement, expressed or implied, shall, or is intended to confer upon any other Person (except for the Lender, who shall be deemed a third party beneficiary hereof) any rights or remedies hereunder, provided, that, except as otherwise provided herein, neither party hereto may assign its rights or obligations hereunder without the prior written consent of the other party hereto, except that (A) Buyer may assign this Agreement to one or more affiliates of Buyer, (B) this Agreement may be assigned to a trustee or other estate representative appointed to succeed to the rights of Seller, and (C) to the extent provided in the DIP Financing Order and the DIP Loan Documents (as defined in the DIP Financing Order), Lender shall have a lien on Seller's right, title and interest in and to this Agreement and all other agreements, instruments, certificates and documents executed in connection therewith; provided, however, that no such assignment shall relieve the assignor of its liability hereunder; and (iii) may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The

Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any legal action or proceeding relating to disputes between the parties hereto solely arising under this Agreement shall be brought in the Bankruptcy Court and, by execution and delivery of this Agreement, Seller hereby accepts for itself and for Seller's bankruptcy estate, and Buyer hereby accepts for itself, generally and unconditionally, the jurisdiction of the aforesaid court. The parties hereto hereby irrevocably waive any objection, including, without limitation, any objection to the laying of venue or based on the grounds of *forum non conveniens*, which any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction. The parties hereto consent to the jurisdiction of the Bankruptcy Court to resolve all disputes with respect to this Agreement.

**Section 16. SEVERABILITY.** To the extent that any provision of this Agreement shall be invalid or unenforceable, it shall be considered deleted here from and the remainder of such provision and of this Agreement shall be unaffected and shall continue in full force and effect. In furtherance and not in limitation of the foregoing, if the duration or geographic extent of, or business activity covered by, any provision of this Agreement shall be in excess of that which is enforceable under applicable law, then such provision shall be construed to cover only that duration, extent or activities which may be validly and enforceably covered.

**Section 17. DEFINITIONS.** As used in this Agreement, the following defined terms have the meanings indicated below:

“**Acquired Assets**” has the meaning ascribed to it in Sections 1(a).

“**Agreement**” means this Asset Purchase Agreement and the schedules hereto, as the same shall be amended from time to time.

“**Auction Time**” means the date and time at which the Bankruptcy Court approved auction has commenced.

“**Bankruptcy Code**” has the meaning ascribed to it in the recitals hereto.

“**Bankruptcy Court**” has the meaning ascribed to it in the recitals hereto.

“**Business**” means Seller’s business of assembling and distributing body care and related products.

“**Business Day**” means a day other than Saturday, Sunday or any day on which banks in Chicago, Illinois are authorized or obligated to close.

“**Buyer**” has the meaning ascribed to it in the forepart of this Agreement.

“**Closing**” and “**Closing Date**” each has the meaning ascribed to it in Section 2.

“**Cost Value**” has the meaning ascribed to it in Section 1(e).

“**Debtor**” has the meaning as ascribed to it in the forepart of this Agreement.

“**Deposit**” has the meaning ascribed thereto in Section 1(c).

**"DIP Financing Order"** means the final debtor-in-possession financing entered by the Bankruptcy Court, as amended.

**"Encumbrances"** means all claims, mortgages, imperfections of title, pledges, liens, security interests, assignments, charges, and encumbrances of any kind or nature whatsoever, except Accepted Liabilities.

**"Excluded Assets"** has the meaning ascribed to it in Section 1(b).

**"Facilities"** has the meaning ascribed to it in Section 1(c).

**"Inventory Taking"** has the meaning ascribed to it in Section 1(d).

**"Lender"** means LaSalle Business Credit, LLC, f/k/a LaSalle Business Credit, Inc. and its successors and assigns.

**"Outer Closing Date"** means the earlier of (i) October 31, 2003, and (ii) the third day after the entry of the Sale Order (provided the Sale Order is then in full force and effect and not the subject of a stay).

**"Person"** means any natural person, corporation, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or governmental or regulatory authority.

**"Purchase Price"** has the meaning ascribed to it in Section 1(c).

**"Sale Hearing"** means a hearing scheduled by the Bankruptcy Court to approve this Agreement or, if applicable, the highest or otherwise best offer for the Acquired Assets made at the auction.

**"Sale Order"** has the meaning ascribed to it in Section 7(e).

**"Seller"** has the meaning ascribed to it in the forepart of this Agreement.

All accounting terms used herein and not expressly defined herein shall have the meanings given to them under generally accepted accounting principles. Any representation or warranty contained herein as to the enforceability of a contract shall be subject to the effect of any bankruptcy, insolvency, reorganization, moratorium or other similar law affecting the enforcement of creditors' rights generally and to general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

HILCO WHOLESALE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FASMA, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SARAH MICHAELS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SARAH MICHAELS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

09/18/03 THU 12:46 FAX 1 847 509 1150 HILCO TRADING CO.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

HILCO WHOLESALE, LLC

By: \_\_\_\_\_  
Name: Robert J. Michaels  
Title: President and CEO

FASMA, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SARAH MICHAELS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SARAH MICHAELS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE A****ACQUIRED ASSETS**

The only assets of Seller constituting Acquired Assets are as follows:

1. See attached schedule of inventory.
2. The "sold orders" in the aggregate amount of \$1,751,231.00 (the amount of the Purchase Price allocated to such orders is \$700,000).
3. See the "Lot 2 – Sarah Michaels Brand" and "Lot 3 – San Francisco Soap Brand" intellectual property on the attached schedule of intellectual property.

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## **TRADEMARK**

BEETON / LIMA / REAMER 16/8

11/2003

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Induced Instability Preprint - Accepted Manuscript

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Fragestellungen + Lektion 1

## TRADEMARK

REF ID: 002774 FRAME: 0680

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Experiments

Institutional Inventory Report - APA Formatted

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## TRADEMARK

REF ID: UU2774 FRAME: U891

91170333

## Sarah Michaels Active - Lst 2

Brand	Status	Top Category	Item	Description	Total OH Qty	Total OH Units	Net OH Value	Net OH Qty	Net OH Units	Sales Rate (100%)	Weeks Supply - Dollars				
											14.3	14.26	14.25	14.24	14.23
SIM	Active	FGE	Food Product	Baby Lotion 2oz DreamBabies	16032100	\$ 3,063	\$ 1,932	1	\$ 1,932	\$ 1,932	1	1,044	\$ 7,427	3	3
SIM	Active	FGE	Food Product	Baby Lotion 2oz SobeChains	45225600	4768	\$ 10,941	5	\$ 10,941	\$ 4,286	5	2,066	\$ 2,656	3	3
SIM	Active	FGE	Food Product	Baby Lotion 2oz Marine Hera	48225100	4,981	\$ 12,549	5	\$ 12,549	\$ 4,866	5	1,744	\$ 1,744	3	3
SIM	Active	FGE	Food Product	Baby Lotion 2oz Milk & Honey	48225100	7,636	\$ 19,655	5	\$ 19,655	\$ 7,666	5	3,078	\$ 3,078	3	3
SIM	Active	FGE	Food Product	Baby Lotion 2oz Rose/Skin	48225100	5	\$ 12	5	\$ 12	\$ 526	5	3	3	3	3
SIM	Active	FGE	Food Product	Baby Lotion 2oz Sun Kite/Sugar	48225100	699	\$ 1,715	5	\$ 1,715	\$ 683	5	1,06	\$ 1,06	3	3
SIM	Active	FGE	Food Product	Baby Lotion 2oz Vanilla Sugar	48225100	8,084	\$ 20,078	5	\$ 20,078	\$ 8,084	5	5,445	\$ 5,445	3	3
SIM	Active	FGE	Food Product	Baby Lotion 7.5oz (Milk/Milk)	48313800	14,028	\$ 10,965	5	\$ 10,965	\$ 12,540	5	8,018	\$ 8,018	3	3
SIM	Active	FGE	Food Product	Baby Lotion 7.5oz Baby/Kids	48313800	2,210	\$ 1,601	5	\$ 1,601	\$ 1,270	5	1,068	\$ 1,068	3	3
SIM	Active	FGE	Food Product	Baby Mist 2oz. Gripe & Cines	48343800	9,422	\$ 15,912	5	\$ 15,912	\$ 6,423	5	405	\$ 405	3	3
SIM	Active	FGE	Food Product	Baby Mist 2oz. Marine Hera	48343800	18,572	\$ 1,312	5	\$ 1,312	\$ 11,522	5	320	\$ 320	3	3
SIM	Active	FGE	Food Product	Baby Mist 2oz. Milk & Honey	48343800	5,444	\$ 1,581	5	\$ 1,581	\$ 5,464	5	3,887	\$ 3,887	3	3
SIM	Active	FGE	Food Product	Baby Mist 2oz. Sun Kite/Pear	48343800	10,944	\$ 9,907	5	\$ 9,907	\$ 300	5	577	\$ 577	3	3
SIM	Active	FGE	Food Product	Baby Mist 2oz. Vanilla Sugar	48343800	20,076	\$ 14,632	5	\$ 14,632	\$ 14,632	5	10,472	\$ 10,472	3	3
SIM	Active	FGE	Food Product	Baby Mist 2oz. Cotton/Baby Wipes	48343800	26,644	\$ 24,664	5	\$ 24,664	\$ 12,336	5	7,455	\$ 7,455	3	3
SIM	Active	FGE	Food Product	Baby Mist 2oz. Rose/Greens	48333700	13,406	\$ 1,221	5	\$ 1,221	\$ 1,221	5	561	\$ 561	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	38,940	\$ 6,000	5	\$ 6,000	\$ 31,477	5	1,158	\$ 1,158	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	54,732	\$ 13,637	5	\$ 13,637	\$ 42,000	5	1,361	\$ 1,361	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	11,153	\$ 1,153	5	\$ 1,153	\$ 11,153	5	1,153	\$ 1,153	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	25,592	\$ 2,212	5	\$ 2,212	\$ 9,985	5	1,066	\$ 1,066	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	51,758	\$ 10,064	5	\$ 10,064	\$ 11,221	5	11,231	\$ 11,231	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	35,322	\$ 3,696	5	\$ 3,696	\$ 11,876	5	5,466	\$ 5,466	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	41,128	\$ 4,46	5	\$ 4,46	\$ 12,000	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	41,256	\$ 6,904	5	\$ 6,904	\$ 12,258	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	95,665	\$ 14,113	5	\$ 14,113	\$ 11,994	5	1,066	\$ 1,066	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	99,000	\$ 16,154	5	\$ 16,154	\$ 12,540	5	8,018	\$ 8,018	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	26,932	\$ 1,932	5	\$ 1,932	\$ 1,932	5	1,744	\$ 1,744	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	51,758	\$ 10,064	5	\$ 10,064	\$ 11,221	5	11,231	\$ 11,231	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	40,000	\$ 15,924	5	\$ 15,924	\$ 12,540	5	8,018	\$ 8,018	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	24,664	\$ 24,664	5	\$ 24,664	\$ 12,540	5	1,744	\$ 1,744	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	22,944	\$ 21,960	5	\$ 21,960	\$ 12,540	5	1,066	\$ 1,066	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	19,143	\$ 19,143	5	\$ 19,143	\$ 11,016	5	6,904	\$ 6,904	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	32,944	\$ 1,126	5	\$ 1,126	\$ 12,540	5	1,066	\$ 1,066	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	1,126	\$ 659	5	\$ 659	\$ 659	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,675	\$ 2,675	3	3
SIM	Active	FGE	Food Product	Baby Mist 7.5oz. Baby/Greens	48333700	27,458	\$ 2,252	5	\$ 2,252	\$ 12,540	5	2,67			

## Sarah Michaels, LLC

## Sarah Michaels' Action - Lvl. 2

Brand	Status	Type	Category	Item	Description	Total OH Qty	Total OH Value	Net OH Qty	Net OH Value	Sales OH Units	Sales OH Value	Units	Sales OH Value	Units	Sales OH Value	Units	Sales OH Value	Units	Sales OH Value	Units	Units Shipped	Dollars	
SM	Active	FGE	Glass	46070000	665 Book Mel Sington/Benjy...	1,875	\$ 5,380	5,380	\$ 1,675.5	5,380	\$ 17,021	5	5,380	\$ 1,675.5	5	5,380	\$ 1,675.5	5	5,380	\$ 1,675.5	5	5,380	\$ 1,675.5
SM	Active	FGE	Glass	46070200	1GS Body Wash SaponiEveryday	7,716	\$ 10,086	7,716	\$ 10,086	7,716	\$ 10,086	5	7,716	\$ 10,086	5	7,716	\$ 10,086	5	7,716	\$ 10,086	5	7,716	\$ 10,086
SM	Active	FGE	Glass	46071010	1GS Rose Saponi EveryDay	15	\$ 67	67	\$ 67	67	\$ 67	5	67	\$ 67	5	67	\$ 67	5	67	\$ 67	5	67	\$ 67
SM	Active	FGE	Glass	46071210	1GS Rose Saponi EveryDay	26,031	\$ 121,865	26,031	\$ 121,865	26,031	\$ 121,865	5	26,031	\$ 121,865	5	26,031	\$ 121,865	5	26,031	\$ 121,865	5	26,031	\$ 121,865
SM	Active	FGE	Glass	46071240	1GS Sun Brite Peat Set Up Box	985	\$ 3,900	985	\$ 3,900	985	\$ 3,900	5	985	\$ 3,900	5	985	\$ 3,900	5	985	\$ 3,900	5	985	\$ 3,900
SM	Active	FGE	Glass	46071310	1GS Sun Brite Peat Set Up Box	16,833	\$ 61,251	16,833	\$ 61,251	16,833	\$ 61,251	5	16,833	\$ 61,251	5	16,833	\$ 61,251	5	16,833	\$ 61,251	5	16,833	\$ 61,251
SM	Active	FGE	Glass	46071350	1GS Sun Brite Peat Set Up Box	1,621	\$ 6,567	1,621	\$ 6,567	1,621	\$ 6,567	5	1,621	\$ 6,567	5	1,621	\$ 6,567	5	1,621	\$ 6,567	5	1,621	\$ 6,567
SM	Active	FGE	Glass	46071510	1GS Faded Mind The Pack	42,14	\$ 100,702	42,14	\$ 100,702	42,14	\$ 100,702	5	42,14	\$ 100,702	5	42,14	\$ 100,702	5	42,14	\$ 100,702	5	42,14	\$ 100,702
SM	Active	FGE	Glass	46071620	1GS Vanilla Supreme Aroma Box	291	\$ 1,360	291	\$ 1,360	291	\$ 1,360	5	291	\$ 1,360	5	291	\$ 1,360	5	291	\$ 1,360	5	291	\$ 1,360
SM	Active	FGE	Glass	46071630	1GS Wm Odorizant Case, 8118WY	2,392	\$ 12,202	2,392	\$ 12,202	2,392	\$ 12,202	5	2,392	\$ 12,202	5	2,392	\$ 12,202	5	2,392	\$ 12,202	5	2,392	\$ 12,202
SM	Active	FGE	Glass	46071640	1GS Wm BSB Collection Maturity	3,412	\$ 13,986	3,412	\$ 13,986	3,412	\$ 13,986	5	3,412	\$ 13,986	5	3,412	\$ 13,986	5	3,412	\$ 13,986	5	3,412	\$ 13,986
SM	Active	FGE	Glass	46071650	1A&B Baby Hey, Everyone	8,210	\$ 35,562	8,210	\$ 35,562	8,210	\$ 35,562	5	8,210	\$ 35,562	5	8,210	\$ 35,562	5	8,210	\$ 35,562	5	8,210	\$ 35,562
SM	Active	FGE	Glass	46071660	1Organic Total Care, 1Ctn.	20,621	\$ 68,567	20,621	\$ 68,567	20,621	\$ 68,567	5	20,621	\$ 68,567	5	20,621	\$ 68,567	5	20,621	\$ 68,567	5	20,621	\$ 68,567
SM	Active	FGE	Glass	46071670	1SUS Insense Prebiotic Detox	288	\$ 1,454	288	\$ 1,454	288	\$ 1,454	5	288	\$ 1,454	5	288	\$ 1,454	5	288	\$ 1,454	5	288	\$ 1,454
SM	Active	FGE	Glass	46071680	1SUS Insense Prebiotic Detox	1,365	\$ 5,400	1,365	\$ 5,400	1,365	\$ 5,400	5	1,365	\$ 5,400	5	1,365	\$ 5,400	5	1,365	\$ 5,400	5	1,365	\$ 5,400
SM	Active	FGE	Glass	46071690	1Urban Bath & Honey	22,366	\$ 1,100	22,366	\$ 1,100	22,366	\$ 1,100	5	22,366	\$ 1,100	5	22,366	\$ 1,100	5	22,366	\$ 1,100	5	22,366	\$ 1,100
SM	Active	FGE	Glass	46071700	1Urban Bath & Honey	6,083	\$ 24,332	6,083	\$ 24,332	6,083	\$ 24,332	5	6,083	\$ 24,332	5	6,083	\$ 24,332	5	6,083	\$ 24,332	5	6,083	\$ 24,332
SM	Active	FGE	Glass	46071710	1Ultimate Survival Case	11,151	\$ 41,258	11,151	\$ 41,258	11,151	\$ 41,258	5	11,151	\$ 41,258	5	11,151	\$ 41,258	5	11,151	\$ 41,258	5	11,151	\$ 41,258
SM	Active	FGE	Glass	46071720	1WHD Executive Pen Case	195	\$ 9,373	195	\$ 9,373	195	\$ 9,373	5	195	\$ 9,373	5	195	\$ 9,373	5	195	\$ 9,373	5	195	\$ 9,373
SM	Active	FGE	Glass	46071730	1WHD Executive Pen Case	20,691	\$ 97,689	20,691	\$ 97,689	20,691	\$ 97,689	5	20,691	\$ 97,689	5	20,691	\$ 97,689	5	20,691	\$ 97,689	5	20,691	\$ 97,689
SM	Active	FGE	Glass	46071740	1Organic Total Care, 1Ctn.	288	\$ 1,454	288	\$ 1,454	288	\$ 1,454	5	288	\$ 1,454	5	288	\$ 1,454	5	288	\$ 1,454	5	288	\$ 1,454
SM	Active	FGE	Glass	46071750	1Organic Total Care, 1Ctn.	1,365	\$ 5,400	1,365	\$ 5,400	1,365	\$ 5,400	5	1,365	\$ 5,400	5	1,365	\$ 5,400	5	1,365	\$ 5,400	5	1,365	\$ 5,400
SM	Active	FGE	Glass	46071760	1Body lotion 2.75oz, W.H.B. Honey	12,394	\$ 3,452	12,394	\$ 3,452	12,394	\$ 3,452	5	12,394	\$ 3,452	5	12,394	\$ 3,452	5	12,394	\$ 3,452	5	12,394	\$ 3,452
SM	Active	FGE	Fruit Product	46071770	1Body lotion 7.5oz, Rose S.H.	54,464	\$ 41,416	54,464	\$ 41,416	54,464	\$ 41,416	5	54,464	\$ 41,416	5	54,464	\$ 41,416	5	54,464	\$ 41,416	5	54,464	\$ 41,416
SM	Active	FGE	Fruit Product	46071780	1Body lotion 7.5oz, Sun Rose Rose	72,227	\$ 47,273	72,227	\$ 47,273	72,227	\$ 47,273	5	72,227	\$ 47,273	5	72,227	\$ 47,273	5	72,227	\$ 47,273	5	72,227	\$ 47,273
SM	Active	FGE	Fruit Product	46071790	1Body lotion 7.5oz, Sun Rose Rose	47,152	\$ 37,336	47,152	\$ 37,336	47,152	\$ 37,336	5	47,152	\$ 37,336	5	47,152	\$ 37,336	5	47,152	\$ 37,336	5	47,152	\$ 37,336
SM	Active	FGE	Fruit Product	46071800	1Body lotion 7.5oz, Honey	16,673	\$ 1,673	16,673	\$ 1,673	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673
SM	Active	FGE	Fruit Product	46071810	1Body lotion 7.5oz, Honey	16,673	\$ 1,673	16,673	\$ 1,673	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673
SM	Active	FGE	Fruit Product	46071820	1Body lotion 7.5oz, Honey	16,673	\$ 1,673	16,673	\$ 1,673	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673
SM	Active	FGE	Fruit Product	46071830	1Body lotion 7.5oz, Honey	16,673	\$ 1,673	16,673	\$ 1,673	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673
SM	Active	FGE	Fruit Product	46071840	1Body lotion 7.5oz, Honey	16,673	\$ 1,673	16,673	\$ 1,673	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673
SM	Active	FGE	Fruit Product	46071850	1Body lotion 7.5oz, Honey	16,673	\$ 1,673	16,673	\$ 1,673	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673
SM	Active	FGE	Fruit Product	46071860	1Body lotion 7.5oz, Honey	16,673	\$ 1,673	16,673	\$ 1,673	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673
SM	Active	FGE	Fruit Product	46071870	1Body lotion 7.5oz, Honey	16,673	\$ 1,673	16,673	\$ 1,673	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673
SM	Active	FGE	Fruit Product	46071880	1Body lotion 7.5oz, Honey	16,673	\$ 1,673	16,673	\$ 1,673	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673
SM	Active	FGE	Fruit Product	46071890	1Body lotion 7.5oz, Honey	16,673	\$ 1,673	16,673	\$ 1,673	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673
SM	Active	FGE	Fruit Product	46071900	1Body lotion 7.5oz, Honey	16,673	\$ 1,673	16,673	\$ 1,673	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673
SM	Active	FGE	Fruit Product	46071910	1Body lotion 7.5oz, Honey	16,673	\$ 1,673	16,673	\$ 1,673	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673
SM	Active	FGE	Fruit Product	46071920	1Body lotion 7.5oz, Honey	16,673	\$ 1,673	16,673	\$ 1,673	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673
SM	Active	FGE	Fruit Product	46071930	1Body lotion 7.5oz, Honey	16,673	\$ 1,673	16,673	\$ 1,673	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673
SM	Active	FGE	Fruit Product	46071940	1Body lotion 7.5oz, Honey	16,673	\$ 1,673	16,673	\$ 1,673	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673
SM	Active	FGE	Fruit Product	46071950	1Body lotion 7.5oz, Honey	16,673	\$ 1,673	16,673	\$ 1,673	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673
SM	Active	FGE	Fruit Product	46071960	1Body lotion 7.5oz, Honey	16,673	\$ 1,673	16,673	\$ 1,673	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673
SM	Active	FGE	Fruit Product	46071970	1Body lotion 7.5oz, Honey	16,673	\$ 1,673	16,673	\$ 1,673	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673
SM	Active	FGE	Fruit Product	46071980	1Body lotion 7.5oz, Honey	16,673	\$ 1,673	16,673	\$ 1,673	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673	5	16,673	\$ 1,673
SM	Active	FGE	Fruit Product	46071990	1Body lotion 7.5oz, Honey	16,673	\$ 1,673	16,673	\$ 1,														



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Sarah Winchester Active - Lot 2

III. *Final Report - Sea Survey*

## Sarah Michaels, LLC

## Sarah Michaels Active - Lot 2

SI 142/003

Sku	System	Type	Category	Item #	Description	Total On Qty	Total OH Qty	Net OH Commitments	Net OH Commitments	Sales Rate (1-Year)	Fiscal Year		Year-to-Date		Year-to-Date		Year-to-Date			
											Units	Dollars	Units	Dollars	Units	Dollars	Units	Dollars		
SIH	Active	RAWH+	Final Product	84843320	Body Lotion 12oz Sun Block Day	14,180	1	5,160	1	5,280	1	1,801	\$ 1,815	1	1,730	\$ 1,745	1	1,167	\$ 1,166	1
SIH	Active	RAWH+	Final Product	84843540	Body Lotion 12oz Vanilla Sugar	24,439	1	6,438	1	6,538	1	2,008	\$ 2,015	1	2,015	\$ 2,015	1	1,366	\$ 1,366	1
SIH	Active	RAWH+	Final Product	84843550	Body Lotion 12oz Vanilla Sugar	28,079	1	16,286	1	18,000	1	5,170	\$ 5,185	1	5,185	\$ 5,185	1	3,567	\$ 3,567	1
SIH	Active	RAWH+	Final Product	84843560	Body Oil 12oz Scented & Cream	13,103	1	21,281	1	17,110	1	3	\$ 3	1	\$ 3	\$ 3	1	\$ 3	\$ 3	1
SIH	Active	RAWH+	Final Product	84843570	Body Oil 12oz Rose Oil	3,630	1	5,417	1	5,477	1	1,930	\$ 1,945	1	1,945	\$ 1,945	1	1,3	\$ 1,3	1
SIH	Active	RAWH+	Final Product	84843580	Body Oil 12oz Lavender	3,968	1	2,847	1	2,947	1	976	\$ 982	1	982	\$ 982	1	1	\$ 1	1
SIH	Active	RAWH+	Final Product	84843590	Body Oil 12oz Lavender	34,900	1	20,580	1	20,580	1	6,100	\$ 6,102	1	6,102	\$ 6,102	1	4,239	\$ 4,239	1
SIH	Active	RAWH+	Final Product	84843600	Body Oil 12oz Lavender	34,921	1	20,621	1	20,621	1	6,110	\$ 6,112	1	6,112	\$ 6,112	1	4,240	\$ 4,240	1
SIH	Active	RAWH+	Final Product	84843610	Body Oil 12oz Lavender	10,395	1	11,111	1	11,111	1	3,193	\$ 3,195	1	3,195	\$ 3,195	1	2,180	\$ 2,180	1
SIH	Active	RAWH+	Final Product	84843620	Body Oil 12oz Lavender	56,118	1	32,220	1	48,000	1	4,318	\$ 4,325	1	4,325	\$ 4,325	1	3,197	\$ 3,197	1
SIH	Active	RAWH+	Final Product	84843630	Body Oil 12oz Lavender	74,405	1	45,111	1	75,500	1	4,321	\$ 4,328	1	4,328	\$ 4,328	1	3,197	\$ 3,197	1
SIH	Active	RAWH+	Final Product	84843640	Body Oil 12oz Lavender	10,574	1	47,364	1	75,572	1	4,324	\$ 4,331	1	4,331	\$ 4,331	1	3,197	\$ 3,197	1
SIH	Active	RAWH+	Final Product	84843650	Body Oil 12oz Lavender	11,937	1	5,173	1	11,937	1	4,324	\$ 4,331	1	4,331	\$ 4,331	1	3,197	\$ 3,197	1
SIH	Active	RAWH+	Final Product	84843660	Body Oil 12oz Lavender	14,216	1	7,076	1	7,076	1	4,324	\$ 4,331	1	4,331	\$ 4,331	1	3,197	\$ 3,197	1
SIH	Active	RAWH+	Final Product	84843670	Body Oil 12oz Lavender	14,471	1	2,556	1	4,624	1	2,556	\$ 2,562	1	2,562	\$ 2,562	1	1,832	\$ 1,832	1
SIH	Active	RAWH+	Final Product	84843680	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843690	Body Oil 12oz Rose Oil	44,709	1	24,143	1	44,709	1	24,143	\$ 24,150	1	24,150	\$ 24,150	1	16,210	\$ 16,210	1
SIH	Active	RAWH+	Final Product	84843700	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843710	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843720	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843730	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843740	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843750	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843760	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843770	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843780	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843790	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843800	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843810	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843820	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843830	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843840	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843850	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843860	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843870	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843880	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843890	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843900	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843910	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843920	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843930	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843940	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843950	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843960	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843970	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843980	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84843990	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84844000	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84844010	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84844020	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84844030	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84844040	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84844050	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84844060	Body Oil 12oz Rose Oil	10,322	1	5,392	1	5,392	1	1,945	\$ 1,952	1	1,952	\$ 1,952	1	1,364	\$ 1,364	1
SIH	Active	RAWH+	Final Product	84844070	Body Oil 12oz Rose Oil	10,322	1													

30/11/2003

Sarah Münchau's Archives - Lct 2

Chlorinated Ethanes

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Smi FlightLog Scap - Lot 3

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## TRADEMARK

REEL: 002774 FRAME: 0688

San Francisco Board - Line 3  
Borough Michael S, LLC

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Updated Inventory Report - APPA Format

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TRADEMARK  
REEL: 002774 FRAME: 0689

Barcode	Shelf	Line	Category	Item	Description	Total Qty	Total Val.	Net OH	Net OH %	Cost/H	Gross Rate (Inv.)	Unit	Unit Cost	Unit Val.	Units Sold	Units Suppl'd	Delivery
SFS	Active	FG	Food	54716	Net Standard 20oz Blister C	21,206	\$1,526	1,526	100.0%	\$10.04	\$1,526	\$	\$10.04	\$1,526	1	1,526	1
SFS	Active	FG	Food	54811	Fruit Baby Cereal	35	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54847	Fruit Baby Milk, Sanger	588	\$1.41	0.14	100.0%	\$1.41	\$0.14	\$	\$1.41	\$0.14	1	1	1
SFS	Active	FG	Food	54851	Fruit Delite Star Bag	804	\$2.32	0.14	100.0%	\$2.32	\$0.14	\$	\$2.32	\$0.14	1	1	1
SFS	Active	FG	Food	54857	Fruit Fresh Box Bag	542	\$1.04	0.14	100.0%	\$1.04	\$0.14	\$	\$1.04	\$0.14	1	1	1
SFS	Active	FG	Food	54861	Fruit Fresh Cereal	312	\$0.02	0.02	100.0%	\$0.02	\$0.02	\$	\$0.02	\$0.02	1	1	1
SFS	Active	FG	Food	54865	Fruit Fresh Fruit Snack	148	\$1.72	0.14	100.0%	\$1.72	\$0.14	\$	\$1.72	\$0.14	1	1	1
SFS	Active	FG	Food	54868	Fruit Delite Star Bag	2,076	\$20.70	0.14	100.0%	\$20.70	\$0.14	\$	\$20.70	\$0.14	1	1	1
SFS	Active	FG	Food	54871	Fruit Fresh Star Bag	736	\$1.58	0.14	100.0%	\$1.58	\$0.14	\$	\$1.58	\$0.14	1	1	1
SFS	Active	FG	Food	54875	Fruit & Snack Pack 12	50	\$0.95	0.14	100.0%	\$0.95	\$0.14	\$	\$0.95	\$0.14	1	1	1
SFS	Active	FG	Food	54878	Smart Delight	17	\$1.33	0.14	100.0%	\$1.33	\$0.14	\$	\$1.33	\$0.14	1	1	1
SFS	Active	FG	Food	54885	STORAGE ASSORTMENT 12 BOTTLES	461	\$24.10	0.14	100.0%	\$24.10	\$0.14	\$	\$24.10	\$0.14	1	1	1
SFS	Active	FG	Food	54895	Star Fresh Assorted 12 Fl Oz	300	\$1.00	0.14	100.0%	\$1.00	\$0.14	\$	\$1.00	\$0.14	1	1	1
SFS	Active	FG	Food	54903	Trend System Box	400	\$1.08	0.14	100.0%	\$1.08	\$0.14	\$	\$1.08	\$0.14	1	1	1
SFS	Active	FG	Food	54906	Wholesome Fresh 12	206	\$1.55	0.14	100.0%	\$1.55	\$0.14	\$	\$1.55	\$0.14	1	1	1
SFS	Active	FG	Food	54909	Wholesome Eats	4	\$1.21	0.14	100.0%	\$1.21	\$0.14	\$	\$1.21	\$0.14	1	1	1
SFS	Active	FG	Food	54914	Smart Choice	35	\$0.45	0.14	100.0%	\$0.45	\$0.14	\$	\$0.45	\$0.14	1	1	1
SFS	Active	FG	Food	54916	Smart Choice Cereal	35	\$0.18	0.14	100.0%	\$0.18	\$0.14	\$	\$0.18	\$0.14	1	1	1
SFS	Active	FG	Food	54920	Smart Choice Total	35	\$0.18	0.14	100.0%	\$0.18	\$0.14	\$	\$0.18	\$0.14	1	1	1
SFS	Active	FG	Food	54924	Smart Mouth Snacks	2	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54926	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54930	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54931	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54932	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54933	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54934	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54935	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54936	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54937	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54938	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54939	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54940	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54941	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54942	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54943	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54944	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54945	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54946	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54947	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54948	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54949	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54950	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54951	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54952	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54953	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54954	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54955	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54956	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54957	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54958	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54959	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54960	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54961	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54962	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54963	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54964	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54965	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54966	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54967	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54968	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54969	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54970	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54971	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54972	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54973	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54974	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54975	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54976	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54977	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54978	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54979	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54980	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54981	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54982	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54983	Smart Mouth Snacks 12	4	\$0.14	0.14	100.0%	\$0.14	\$0.14	\$	\$0.14	\$0.14	1	1	1
SFS	Active	FG	Food	54984	Smart Mouth Snacks 12	4	\$0.										

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سازمان اسناد و کتابخانه ملی

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**TRADEMARK**  
**REEL: 002774 FRAME: 0693**

San Francisco 8200 : 1883

Part II

LAWRENCE BROWN - 48A STATE 4

## TRADEMARK

REF ID: 002774 FRAME #: 0694

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Selected Issues Report - 2014 Economic

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**TRADEMARK**  
**REEL: 002774 FRAME: 0696**

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Sarita's Infectious Inquiries • Vol. 4

TRADEMARK  
REEL: 002774 FRAME: 0697

Sarah Michaels, inactive - Lvl 4

Sarah Michael, LLC

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**TRADEMARK**  
REEL: 002774 FRAME: 0698

Bin/Line	Stock	Type	Category	Item	Description	Lead OH Days	Total OH Days	Comments	Net OH Qty	Net OH Value	Units	Stock Status [Line]	Bin	Bin Loc	Wkts Shipped - Distrn	
SI	Inactive	CBS-RAW	Baseball	SI-20070	PULLING Bag PVC Wash Front	9.307	17.68		1	6,751		1	1-23	1	1-23	1
SI	Inactive	CBS-RAW	Baseball	SI-20253	SI-24706 Large Clean Bag	6.030	13.33		1	630	1	1	1	1	1	6,759
SI	Inactive	CBS-RAW	Baseball	SI-20254	SI-24707 LG (14.74)	6.051	13.005		1	6,465	1	1	1	1	1	3,066
SI	Inactive	CBS-RAW	Baseball	SI-20255	SI-24708 Small White	10.101	10.000		1	14,200	1	1	1	1	1	10,070
SI	Inactive	CBS-RAW	Baseball	SI-20256	SI-24709 Small White	4.485	9.312		1	648	1	1	1	1	1	1,322
SI	Inactive	CBS-RAW	Baseball	SI-20257	SI-24710 Small White	3.912	22.819		1	38,812	1	1	1	1	1	22.819
SI	Inactive	CBS-RAW	Baseball	SI-20258	SI-24711 Small White	23.371	18.250		1	23,727	1	1	1	1	1	18.250
SI	Inactive	CBS-RAW	Baseball	SI-20259	SI-24712 Small White	57.000	54,954		1	57,480	1	1	1	1	1	54,954
SI	Inactive	CBS-RAW	Baseball	SI-20260	SI-24713 Large Clean Bag	15.107	15.107		1	15,680	1	1	1	1	1	15,107
SI	Inactive	CBS-RAW	Baseball	SI-20261	SI-24714 Small White	15.114	12,988		1	15,614	1	1	1	1	1	12,988
SI	Inactive	CBS-RAW	Baseball	SI-20262	SI-24715 Large Clean	1.02	2.514		1	7,182	1	1	1	1	1	2.514
SI	Inactive	CBS-RAW	Baseball	SI-20263	SI-24716 Large Clean	4.00	4.465		1	4,465	1	1	1	1	1	4.465
SI	Inactive	CBS-RAW	Baseball	SI-20264	SI-24717 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20265	SI-24718 Large Clean	4.118	3.392		1	4,185	1	1	1	1	1	3.392
SI	Inactive	CBS-RAW	Baseball	SI-20266	SI-24719 Large Clean	2.562	2.562		1	2,562	1	1	1	1	1	2.562
SI	Inactive	CBS-RAW	Baseball	SI-20267	SI-24720 Large Clean	1.02	2.514		1	7,182	1	1	1	1	1	2.514
SI	Inactive	CBS-RAW	Baseball	SI-20268	SI-24721 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20269	SI-24722 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20270	SI-24723 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20271	SI-24724 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20272	SI-24725 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20273	SI-24726 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20274	SI-24727 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20275	SI-24728 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20276	SI-24729 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20277	SI-24730 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20278	SI-24731 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20279	SI-24732 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20280	SI-24733 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20281	SI-24734 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20282	SI-24735 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20283	SI-24736 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20284	SI-24737 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20285	SI-24738 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20286	SI-24739 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20287	SI-24740 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20288	SI-24741 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20289	SI-24742 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20290	SI-24743 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20291	SI-24744 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20292	SI-24745 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20293	SI-24746 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20294	SI-24747 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20295	SI-24748 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20296	SI-24749 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20297	SI-24750 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20298	SI-24751 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20299	SI-24752 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20300	SI-24753 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20301	SI-24754 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20302	SI-24755 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20303	SI-24756 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20304	SI-24757 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20305	SI-24758 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20306	SI-24759 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20307	SI-24760 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20308	SI-24761 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20309	SI-24762 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20310	SI-24763 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20311	SI-24764 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20312	SI-24765 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20313	SI-24766 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20314	SI-24767 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20315	SI-24768 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20316	SI-24769 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20317	SI-24770 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20318	SI-24771 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20319	SI-24772 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20320	SI-24773 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20321	SI-24774 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20322	SI-24775 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20323	SI-24776 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20324	SI-24777 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20325	SI-24778 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20326	SI-24779 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20327	SI-24780 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20328	SI-24781 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20329	SI-24782 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20330	SI-24783 Large Clean	1.00	1.031		1	1,030	1	1	1	1	1	1
SI	Inactive	CBS-RAW	Baseball	SI-20331	SI-24784 Large Clean	1.00	1.031		1	1,030	1	1</				

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Sarah Michael's LLC  
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Sarah Michaels, LLC

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Unlocated Inventory Report - API4 Format

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**FASMA LLC / Sarah Michaels, Inc.**

Trademarks and Intellectual Property Guide

**Lot 1 - Freeman Brand**

Trademark #s 1-79,110-118,121,125,126,128-138

Patents None

Internet Domain Name Registrations Freemancosmetics.com

**Lot 2 - Sarah Michaels Brand**

Trademark #s 80-109,119,120,127

Patents All Sarah Michaels

Internet Domain Name Registrations Sarahmichaels.com

**Lot 3 - San Francisco Soap Brand**

Trademark #s Clearly Marked

Patents None

Internet Domain Name Registrations sfssoap.com  
simplybewell.com  
sanfransoap.com

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**FASMA, LLC**

Schedule B, Personal Property #21  
 Patents, Trademarks and Domain Names.

SEARCHED AND SERIALIZED					
SEARCHED AND SERIALIZED					
SEARCHED AND SERIALIZED					
1	A WASH COME TRUE	USA	76259401	5/21/2001	2347197
2	ARE YOU GLISTENING	USA	76183403	12/18/2000	
3	AROMESSENTIALS	USA	74128592	1/7/1991	1698262
4	AROMESSENTIALS	USA	75730650	6/16/1999	2336161
5	AROMESSENTIALS	PERU	94988	11/11/1999	63892
6	AWAY WE GLOW	USA	76179400	12/13/2000	
7	BARE FOOT	USA	74666263	4/27/1995	1983825
8	BARE FOOT & DESIGN	USA	75714286	5/24/1999	
9	BEAUTIFUL BATH	USA	74385411	5/3/1993	1845309
10	BEAUTIFUL HAIR BOTANICALS	USA	75559906	9/28/1998	2419751
11	BEAUTIFUL HAIR BOTANICALS	MEXI	375387	5/14/1999	613978
12	BUBBLE YOUR PLEASURE	USA	78071490	6/28/2001	
13	BUTTER YOU UP	USA	78071491	6/28/2001	
14	DEEP IMPACT	USA	76222424	3/12/2001	
15	DEEPEST DESIRE	USA	76178015	12/11/2000	
16	DEEPLY RELIEVED	USA	76152252	10/23/2000	
17	FOR HEAVENS SILK	USA	76223606	3/13/2001	
18	FREEMAN	USA	73820227	8/21/1989	1614557
19	FREEMAN	ATRA	AM7197/98	11/19/1998	180629
20	FREEMAN	BAHA	22695	3/16/2000	

SCHEDULE B - NO. 21

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21	FREEMAN	BULG	44038	12/15/1998	35856	6/16/1999
22	FREEMAN	CANA	644870	11/14/1989	450939	12/1/1995
23	FREEMAN	VIET	42121	6/15/1999	35481	11/21/2000
24	FREEMAN & DESIGN	NEWZ	221724	9/24/1992	B221724	9/24/1992
25	FREEMAN & NEW DESIGN	USA	75230663	1/24/1997	2197110	10/20/1998
26	FREEMAN & NEW DESIGN	ASTL	751825	12/24/1997	751825	2/19/1999
27	FREEMAN & NEW DESIGN	HOND	455498	4/6/1998		
28	FREEMAN & NEW DESIGN	HONG	1494/1998	2/9/1998	11783/2000	2/9/1998
29	FREEMAN (Chinese characters)	CHIN	724581	1/14/1995		
30	FREEMAN (WORD)	BRAZ	816579881	2/21/1992	816579881	5/17/1994
31	FREEMAN (WORD)	CHIL	397597		397597	6/7/1992
32	FREEMAN (WORD)	ESTO	9802671	11/9/1998	31156	5/23/2000
33	FREEMAN (WORD)	FRAN	95/598485	11/21/1995	95/598485	11/21/1995
34	FREEMAN (WORD)	GERM	39862400	10/29/1998	39862400	10/29/1998
35	FREEMAN (WORD)	HONG	94/10174	9/1/1994	B03321	9/1/1994
36	FREEMAN (WORD)	HUNG	M9804669	11/12/1998	157529	9/8/1999
37	FREEMAN (WORD)	INDI	689210	12/4/1995		
38	FREEMAN (WORD)	IREL	211100	10/30/1998	211100	10/30/1998
39	FREEMAN (WORD)	ITAL	M198C011038	11/12/1998		11/12/1998
40	FREEMAN (WORD)	LITH	98/3620	11/12/1998	38058	4/12/2000
41	FREEMAN (WORD)	MEXI	78264	12/22/1989	385070	10/15/1990
42	FREEMAN (WORD)	NORW	199810214	11/10/1998	202117	3/23/2000
43	FREEMAN (WORD)	PANA	55891	2/25/1991	55891	4/3/1992
44	FREEMAN (WORD)	PERU	94989	11/11/1999	61476	2/28/2000
45	FREEMAN (WORD)	PORT	334143	12/16/1998	334143	6/7/1999
46						

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47	FREEMAN (WORD)	PUER		12/15/1998	44319	12/19/1998
48	FREEMAN (WORD)	ROMA	52775	11/26/1998	37308	11/26/1998
49	FREEMAN (WORD)	RUSS	99704499	3/30/1999		
50	FREEMAN (WORD)	SAFR				
51	FREEMAN (WORD)	SWED	98/08478	11/13/1998	348448	9/7/2001
52	FREEMAN (WORD)	TAIW	79-13909	4/3/1990	539551	11/1/1991
53	FREEMAN (WORD)	TAIW	79-13910	4/3/1990	528259	7/16/1991
54	FREEMAN (WORD)	THAI	203612	6/21/1990	148043	6/21/1990
55	FREEMAN (WORD)	TURK	6/16/1995		161423	6/16/1995
56	FREEMAN AND NEW DESIGN	JAPA	1/21/1998		4249870	3/12/1999
57	FREEMAN AND NEW DESIGN	MACE	220000036	1/21/2000		
58	FREEMAN AND NEW DESIGN	VIST	42454	7/15/1999	37573	6/20/2001
59	FREEMAN BEAUTIFUL SKIN	USA	74478120	1/10/1994	1872177	1/10/1995
60	FRESH IDEA	USA	76207461	2/9/2001		
61	FU-FU FOAM	USA	76259400	5/21/2001		
62	GET SHEERIOUS	USA	76179402	12/13/2000		
63	GET UP AND GLOW	USA	76151112	4/3/2001		
64	GLISTEN CLEARLY	USA	76179326	12/13/2000		
65	GLISTEN TO THIS	USA	76182208	12/18/2000		
66	GLOW BARE	USA	76209653	2/14/2001		
67	GLOW GET IT	USA	76150301	10/20/2000		
68	GLOWING PLACES	USA	76150319	10/20/2000		
69	GOTTA GLOW	USA	76223607	3/13/2001		
70	IN THE THICK OF IT	USA	76151113	10/23/2000		
71	JUST DANDY	USA	78071492	6/28/2001		
72	MIGHTY FINE SHINE	USA	76150439	10/20/2000		
73	MORNING SHEER	USA	76179403	12/13/2000		

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74	OOH LA LOOFAH	USA	76259424	5/21/2001	2352517	3/26/2002
75	PAPAYA SILK	USA	75560452	9/28/1998	2319889	2/15/2000
76	PAPAYA SILK	MEXI	375386	5/14/1999	613977	5/14/1999
77	PEACE AT HAND	USA	76183305	12/19/2000		
78	PEACE TREATY	USA	76151111	10/23/2000		
	PURE ISLAND	USA	75560450	9/28/1998	2333871	3/21/2000
79	PAPAYA					
	SARAH MICHAELS AND DESIGN	USA	74091555	8/27/1990	1730536	11/10/1992
80	SARAH MICHAELS AND DESIGN	USA	74620203	1/12/1995	1963024	3/19/1996
81	SARAH MICHAELS AND DESIGN	ASTL	667867	7/26/1995	667867	4/24/1998
82	SARAH MICHAELS AND DESIGN	ASTL	667868	7/26/1995	667868	4/24/1998
83	SARAH MICHAELS AND DESIGN	BENE	850238	7/1/1995	579159	6/19/1995
84	SARAH MICHAELS AND DESIGN	CANA	677865	3/13/1991	TMA403966	10/23/1992
85	SARAH MICHAELS AND DESIGN	CHIN	95087805	7/11/1995	972587	4/7/1997
86	SARAH MICHAELS AND DESIGN	CHIN	95087806	7/11/1995	980190	4/14/1997
87	SARAH MICHAELS AND DESIGN	DREP	105314	7/15/1999		
88	SARAH MICHAELS AND DESIGN	FRAN	95576299	6/16/1995	95576229	4/26/1996
89	SARAH MICHAELS AND DESIGN	GBRJ	2024863	6/22/1995	2024863	6/22/1995
90	SARAH MICHAELS AND DESIGN	GERM	395257417	6/21/1995	395257417	4/12/1996
91	SARAH MICHAELS AND DESIGN	HONG	9510073	8/15/1995	1144171997	11/21/1997
92						

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93	SARAH MICHAELS AND DESIGN	HONG	95/10074	8/15/1995	11412/1997	11/21/1997
94	SARAH MICHAELS AND DESIGN	ITAL	6260	6/16/1995	723060	10/13/1997
95	SARAH MICHAELS AND DESIGN	JAPA	068435/1995	7/5/1995	4177081	8/14/1998
96	SARAH MICHAELS AND DESIGN	JAPA	068445/1995	7/5/1995	4243870	2/26/1999
97	SARAH MICHAELS AND DESIGN	MEXI	243260	9/15/1995	523922	6/16/1996
98	SARAH MICHAELS AND DESIGN	MEXI	243261	9/15/1995	505385	6/16/1996
99	SARAH MICHAELS AND DESIGN	NEWZ	314904	8/20/1999	314904	8/18/2000
100	SARAH MICHAELS AND DESIGN	NEWZ	314905	8/20/1999	314905	8/18/2000
101	SARAH MICHAELS AND DESIGN	NEWZ	314906	8/20/1999	314906	8/18/2000
102	SARAH MICHAELS AND DESIGN	NEWZ	314907	8/20/1999	314907	8/18/2000
103	SARAH MICHAELS AND DESIGN	PHIL	4-1999-06188	8/23/1999		
104	SARAH MICHAELS AND DESIGN	SING		1/12/1995	6170/95	1/12/1995
105	SARAH MICHAELS AND DESIGN	SING	6170/95	7/7/1995	6170/95	7/7/1995
106	SARAH MICHAELS AND DESIGN	SPAI	74/620203	1/12/1995	1976359	7/12/1995
107	SARAH MICHAELS AND DESIGN	SPAI	75/620203	1/12/1995	1976358	7/12/1995
108	SARAH MICHAELS AND DESIGN	TAIW	84048914	9/29/1995	730429	10/10/1996

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109 SARAH MICHAELS AND DESIGN	TAIW	84048915	9/29/1995	752136	3/16/1997
110 SHEER BLISS	USA	76150320	10/20/2000		
110 SHEER WONDERFUL	USA	76150316	10/20/2000		
111 SHIMMER CHIC	USA	76259423	5/21/2001	2552516	3/26/2002
113 SILK CLEAN PIE	USA	76164558	11/14/2000		
114 SILK ME OVER	USA	76178014	12/11/2000	2552271	3/26/2002
115 SILKEN TREASURE	USA	76178018	12/11/2000		
116 SMOOTH DAYS AHEAD	USA	76198373	1/24/2001		
117 SMOOTHER THAN LATER	USA	76150317	10/20/2000		
118 SMOOTH THERAPY	USA	76182011	12/18/2000		
119 SOLAGE (STYLIZED)	USA	74355704	2/2/1993	1795048	9/28/1993
120 SPRING DREAMS	USA	75671224	3/29/1999	2423874	2/13/2001
121 STRAIGHT A HEAD	USA	76150318	10/20/2000		
122 SUNLOCK	ARGE	2262636	10/28/1999		
123 SUNLOCK	MEXI	390421	9/2/1999	644755	9/29/2000
124 SUNLOCK	PUER	47141	10/26/1999	47141	10/26/1999
125 THE SMOOTH FAIRY	USA	76182207	12/18/2000		
126 THE SWEETEST THING	USA	78071494	6/28/2001		
127 THE ULTIMATE BATH	CANA	1037893	11/30/1999		
128 TOOTSIES	USA	75556193	9/18/1998		
129 TRULY, MADLY, DEEPLY	USA	76186406	12/26/2000		
130 PEACE MAKER	USA	78184143	11/12/2002		
131 PEACE OF HEAVEN	USA	78184259	11/12/2002		
132 VINO GLOW	USA	78190246	12/2/2002		
133 Barefoot Design Image	USA	78191884	12/5/2002		
134 PURE SOFT	USA	78199207	12/31/2002		
135 SHEERIOUSLY SOFT	USA	78199212	12/31/2002		
136 Deep Moisture Miracle	USA	78199218	12/31/2002		
137 DEAR BELLA	USA	78199222	12/31/2002		
138 PURE NECESSITY	USA	78199225	12/31/2002		

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TRADEMARK REGISTRATION INFORMATION					
REGISTRATION NUMBER	COUNTRY	REGISTRATION NUMBER	DATE OF FILING	EXPIRATION DATE	CLASS
1 SAN FRANCISCO SOAP COMPANY	United States	75/250,868	1997/03/03	2,227,143	1999/03/02
2 SAN FRANCISCO SOAP COMPANY	Brazil	820,128,368	1997/07/15		
3 SAN FRANCISCO SOAP COMPANY	Indonesia	D97-16266	1997/08/06	431,236	1999/04/19
4 SAN FRANCISCO SOAP COMPANY	Japan	9-17678	1997/02/24	4246333	1999/03/05
5 SAN FRANCISCO SOAP COMPANY	Poland	Z-170390	1997/02/28	117,707	2000/09/12
6 SAN FRANCISCO SOAP COMPANY (Internet Keyword)	Taiwan	(86)015440	1997/04/01		
7 BRIDGE Design	United States	75/506,445	1998/06/22	2,263,102	1999/07/20
8 BRIDGE Design	United States	75/788,233	1999/08/30	2,366,408	2000/07/11
9 FRUIT TEMPTATIONS	United States	75/565,953	1998/10/07	2,412,932	2000/12/12
10 FRUIT TEMPTATIONS	Canada	1009434	1999/03/22		
11					

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12	FLORAL IMPRESSIONS	United States	75/565,952	1998/10/07	2,388,493	2000/09/19
13	FLORAL IMPRESSIONS	Australia	788,381	1999/03/15	788,381	1999/03/15
14	FLORAL IMPRESSIONS	Canada	1,009,435	1999/03/22	TMA 543,888	2001/04/18
15	SIMPLY BE WELL	United States	75/608,910	1998/12/21	2,384,115	2000/09/05
16	SIMPLY BE WELL	Australia	839384	2000/06/19	839384	2001/05/04
17	SIMPLY BE WELL	Canada	1,070,703	2000/08/09		
18	SIMPLY BE WELL	Poland	Z-221073	2000/07/10		
19	PURE IN A SCENTS	United States	76/080,878	2000/06/30	2,521,286	2001/12/18
20	SAN FRANCISCO SOAP COMPANY	Canada		841535	4/8/1997	
21	BODY/BODY	United States	75/420946	1/21/1998	2222794	2/9/1999

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DANNEN,CRANE

312 6417114 P.11/12

## FASMA LLC

### Patents

Patent No.	Title	Issue date	Inventor
1 5,344,027	Merchandise Display System	9/8/1994	Mark Kaplan
2 Des. 298,716	Inflatable Bath Pillow	11/28/1988	Mark Kaplan
3 Des. 343,924	Sponge Brush	2/1/1994	Mark Kaplan
4 Des. 347,789	Transparent Package for Inflatable Pillow	6/14/1994	Mark Kaplan
5 Des. 362,179	Transparent Package for a Candle Holder	9/12/1995	Mark Kaplan
6 Des. 368,426	Package for Potpourri	4/2/1996	Mark Kaplan

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312 6417114 P.12/12

## Fasma LLC

### Internet Domain Name registrations

- 1 Sarahmichaels.com
- 2 Freemancosmetics.com
- 3 sfsoap.com
- 3 simplybewell.com
- 5 sanfransoap.com

TOTAL P.12

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**SCHEDULE B****EXCLUDED ASSETS**

All assets of Seller, other than the Acquired Assets, shall be Excluded Assets, including without limitation the following:

1. The corporate charter, minute book, stock record book and seal of Seller.
2. All cash on hand or in transit and all bank accounts at the time of closing and all cash equivalents and marketable securities.
3. Any claims relating solely to liabilities of Seller which are not expressly assumed by Buyer or relating to Excluded Assets (including, without limitation, any claims pertaining to the Freeman trademark or any other intellectual property);
4. Any contracts, leases licenses or other agreements which are not expressly assumed by or assigned to Buyer;
5. Any tax refunds or rights with respect thereto or proceeds thereof, including, without limitation, all losses, loss, carryforwards and rights to receive refunds, credits and loss carryforwards with respect to any and all taxes of any Seller incurred or accrued on or prior to the Closing Date, including interest receivable with respect thereto.
6. All causes of action under Chapter 11 of the Bankruptcy Code.
7. All capital stock of any of the entities comprising Seller.
8. Any and all casualty and liability and Directors and Officers errors and omissions policies.
9. All of Seller's right, title, and interest in and to this Agreement and any other agreement, instrument certificate or document executed in connection therewith.
10. Any capital leases.
11. All of Seller's accounts receivable, notes receivable, refunds, rebates, claims and general intangibles, and any right of Seller to obtain money or other consideration, outstanding as of the Closing Date.
12. All of Seller's right, title and interest in and to all the fixed assets.
13. All of Seller's right, title and interest in and to all patents and patent registrations, copyrights and copyright registrations.
14. All of Seller's prepaid expenses, prepaid premiums and deposits, including all insurance proceeds and claims therefore, rights to or for claims for refunds from third parties including any governmental agencies.
15. All of Seller's goodwill.
16. Any inventory delivered on or after the September 15, 2003.

17. See attached inventory and intellectual property (that pertaining to Freeman only) and accounts receivable sold in other auctions.

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**FASMA LLC / Sarah Michaels, Inc.**  
Trademarks and Intellectual Property Guide

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**Lot 1 - Freeman Brand**

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Trademark #s                            1-29,110-118,121,125,126,128-138

Patents                                    None

Internet Domain Name Registrations                            Freemanocosmetics.com

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**Lot 2 - Sarah Michaels Brand**

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Trademark #s                            80-109,119,120,127

Patents                                    All Sarah Michaels

Internet Domain Name Registrations                            Sarahmichaels.com

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**Lot 3 - San Francisco Soap Brand**

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Trademark #s                            Clearly Marked

Patents                                    None

Internet Domain Name Registrations                            sfssoap.com  
    simplybewell.com  
    sarfransoap.com

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DANNEN, CRANE

312 6417114

P.03/12

**FASMA, LLC**

Schedule B, Personal Property #21  
 Patents, Trademarks and Domain Names.

FASMA, LLC					
Serial Number		Application Filing Date		Registration Date	
1	A WASH COME TRUE	USA	76259401	5/21/2001	2547197 3/12/2002
2	ARE YOU GLISTENING	USA	76183401	12/18/2000	
3	AROMESSENTIALS	USA	74128592	1/7/1991	1698262 6/30/1992
4	AROMESSENTIALS	USA	75730650	6/16/1999	2336161 3/28/2000
5	AROMESSENTIALS	PERU	94988	11/11/1999	63892 3/29/2000
6	AWAY WE GLOW	USA	76179400	12/13/2000	
7	BARE FOOT	USA	74666263	4/27/1995	1931825 7/2/1996
8	BARE FOOT & DESIGN	USA	75714286	5/24/1999	
9	BEAUTIFUL BATH	USA	74385411	5/3/1993	1845309 7/19/1994
10	BEAUTIFUL HAIR BOTANICALS	USA	75559906	9/28/1993	2419751 1/9/2001
11	BEAUTIFUL HAIR BOTANICALS	MEXI	375387	5/14/1999	613978 5/14/1999
12	BUBBLE YOUR PLEASURE	USA	78071490	6/28/2001	
13	BUTTER YOU UP	USA	78071491	6/28/2001	
14	DEEP IMPACT	USA	76222424	3/12/2001	
15	DEEPEST DESIRE	USA	76178015	12/11/2000	
16	DEEPLY RELIEVED	USA	76152252	10/23/2000	
17	FOR HEAVEN'S SILK	USA	76223606	3/13/2001	
18	FREEMAN	USA	73820227	8/21/1989	1614557 9/25/1990
19	FREEMAN	ATRA	AM7197/98	11/19/1998	180629 2/19/1999
20	FREEMAN	BAHA	22695	5/16/2000	

**SCHEDULE B - NO. 21****TRADEMARK****REEL: 002774 FRAME: 0719**

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21	FREEMAN	BULG	44038	12/15/1998	35856	6/16/1999
22	FREEMAN	CANA	644870	11/14/1989	450939	12/1/1995
23	FREEMAN	VIET	42121	6/15/1999	35481	11/21/2000
	FREEMAN & DESIGN	NEWZ	221724	9/24/1992	B221724	9/24/1992
24						
	FREEMAN & NEW	USA	75230663	1/24/1997	2197110	10/20/1998
25	DESIGN					
	FREEMAN & NEW	ASTL	751825	12/24/1997	751825	2/19/1999
26	DESIGN					
	FREEMAN & NEW	HOND	4554/98	4/6/1998		
27	DESIGN					
	FREEMAN & NEW	HONG	1494/1998	2/9/1998	11783/2000	2/9/1998
28	DESIGN					
	FREEMAN (Chinese characters)	CHIN	724581	1/14/1995		
29						
	FREEMAN (WORD)	BRAZ	816579881	2/21/1992	816579881	5/17/1994
30						
	FREEMAN (WORD)	CHIL	397597		397597	6/7/1992
31						
	FREEMAN (WORD)	ESTO	9802671	11/9/1998	31156	5/23/2000
32						
	FREEMAN (WORD)	FRAN	95/598485	11/21/1995	95/598485	11/21/1995
33						
	FREEMAN (WORD)	GERM	39862400	10/29/1998	39862400	10/29/1998
34						
	FREEMAN (WORD)	HONG	94/10174	9/1/1994	B05321	9/1/1994
35						
	FREEMAN (WORD)	HUNG	M9804669	11/12/1998	157529	9/8/1999
36						
	FREEMAN (WORD)	INDI	689210	12/4/1995		
37						
	FREEMAN (WORD)	IREL	211100	10/30/1998	211100	10/30/1998
38			(4275/98)			
39						
	FREEMAN (WORD)	ITAL	M198C011038	11/12/1998		11/12/1998
40						
	FREEMAN (WORD)	LITH	98/3620	11/12/1998	38058	4/12/2000
41						
	FREEMAN (WORD)	MEXI	78264	12/22/1989	385070	10/15/1990
42						
	FREEMAN (WORD)	NORW	199810214	11/10/1998	202117	3/23/2000
43						
	FREEMAN (WORD)	PANA	55891	2/25/1991	55891	4/3/1992
44						
	FREEMAN (WORD)	PERU	94989	11/11/1999	61476	2/28/2000
45						
	FREEMAN (WORD)	PORT	334143	12/16/1998	334143	6/7/1999
46						

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	FREEMAN (WORD)	PUER		12/15/1998	41319	12/19/1998
47	FREEMAN (WORD)	ROMA	52775	11/26/1998	37308	11/26/1998
48	FREEMAN (WORD)	RUSS	99704499	3/30/1999		
49	FREEMAN (WORD)	SAFR				
50	FREEMAN (WORD)	SWED	98/08478	11/13/1998	348448	9/7/2001
51	FREEMAN (WORD)	TAIW	79-13909	4/3/1990	539551	11/1/1991
52	FREEMAN (WORD)	TAIW	79-13910	4/3/1990	528259	7/16/1991
53	FREEMAN (WORD)	THAI	203612	6/21/1990	148043	6/21/1990
54	FREEMAN (WORD)	TURK	6/16/1995		161423	6/16/1995
55	FREEMAN AND NEW DESIGN	JAPA	1/21/1998		4249870	3/12/1999
56	FREEMAN AND NEW DESIGN	MACE	Z20000036	1/21/2000		
57	FREEMAN AND NEW DESIGN	VIET	42454	7/15/1999	37573	6/20/2001
58	FREEMAN BEAUTIFUL SKIN	USA	74478120	1/10/1994	1872177	1/10/1995
59	FRESH IDEA	USA	76207461	2/9/2001		
60	FU-FU FOAM	USA	76259400	5/21/2001		
61	GET SHEERIOUS	USA	76179402	12/13/2000		
62	GET UP AND GLOW	USA	76151112	4/3/2001		
63	GLISTEN CLEARLY	USA	76179326	12/13/2000		
64	GLISTEN TO THIS	USA	76182208	12/18/2000		
65	GLOW BARE	USA	76209653	2/14/2001		
66	GLOW GET IT	USA	76150301	10/20/2000		
67	GLOWING PLACES	USA	76150319	10/20/2000		
68	GOTTA GLOW	USA	76223607	3/13/2001		
69	IN THE THICK OF IT	USA	76151113	10/23/2000		
70	JUST DANDY	USA	78071492	6/28/2001		
71	mighty fine shine	USA	76150439	10/20/2000		
72	MORNING SHEER	USA	76179403	12/13/2000		
73						

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74	OOH LA LOOFAH	USA	76259424	5/21/2001	2552517	3/26/2002
75	PAPAYA SILK	USA	73560452	9/28/1998	2319889	2/15/2000
76	PAPAYA SILK	MEXI	375386	5/14/1999	613977	5/14/1999
77	PEACE AT HAND	USA	76183305	12/19/2000		
78	PEACE TREATY	USA	76151111	10/23/2000		
79	PURE ISLAND PAPAYA	USA	75560450	9/28/1998	2333871	3/21/2000
80	SARAH MICHAELS AND DESIGN	USA	74091555	8/27/1990	1730536	11/10/1992
81	SARAH MICHAELS AND DESIGN	USA	74620203	1/12/1995	1963024	3/19/1996
82	SARAH MICHAELS AND DESIGN	ASTL	667367	7/26/1995	667867	4/24/1998
83	SARAH MICHAELS AND DESIGN	ASTL	667368	7/26/1995	667868	4/24/1998
84	SARAH MICHAELS AND DESIGN	BENE	850238	7/1/1996	579159	6/19/1995
85	SARAH MICHAELS AND DESIGN	CANA	677865	3/13/1991	TMA403966	10/23/1992
86	SARAH MICHAELS AND DESIGN	CHEN	95087805	7/11/1995	972587	4/7/1997
87	SARAH MICHAELS AND DESIGN	CHEN	95087806	7/11/1995	980190	4/14/1997
88	SARAH MICHAELS AND DESIGN	DREP	109314	7/15/1999		
89	SARAH MICHAELS AND DESIGN	FRAN	95576299	6/16/1995	95576229	4/26/1996
90	SARAH MICHAELS AND DESIGN	GBRI	2024863	6/22/1995	2024863	6/22/1995
91	SARAH MICHAELS AND DESIGN	GERM	395257417	6/21/1995	395257417	4/12/1996
92	SARAH MICHAELS AND DESIGN	HONG	95/10073	8/15/1995	11441/1997	11/21/1997

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93	SARAH MICHAELS AND DESIGN	HONG	95/10074	8/15/1995	11412/1997	11/21/1997
94	SARAH MICHAELS AND DESIGN	ITAL	6260	6/16/1995	728060	10/13/1997
95	SARAH MICHAELS AND DESIGN	JAPA	068435/1995	7/5/1995	4177081	8/14/1998
96	SARAH MICHAELS AND DESIGN	JAPA	068445/1995	7/5/1995	4243870	2/26/1999
97	SARAH MICHAELS AND DESIGN	MEXI	243260	9/15/1995	523922	6/16/1996
98	SARAH MICHAELS AND DESIGN	MEXI	243261	9/15/1995	506385	6/16/1996
99	SARAH MICHAELS AND DESIGN	NEWZ	314904	8/20/1999	314904	8/18/2000
100	SARAH MICHAELS AND DESIGN	NEWZ	314905	8/20/1999	314905	8/18/2000
101	SARAH MICHAELS AND DESIGN	NEWZ	314906	8/20/1999	314906	8/18/2000
102	SARAH MICHAELS AND DESIGN	PHIL	4-1999-06188	8/23/1999		
103	SARAH MICHAELS AND DESIGN	SING		1/12/1995	6171/95	1/12/1995
104	SARAH MICHAELS AND DESIGN	SING	6170/95	7/7/1995	6170/95	7/7/1995
105	SARAH MICHAELS AND DESIGN	SPAI	74/620203	1/12/1995	1976359	7/12/1995
106	SARAH MICHAELS AND DESIGN	SPAI	75/620203	1/12/1995	1976358	7/12/1995
107	SARAH MICHAELS AND DESIGN	TAIW	84048914	9/29/1995	730429	10/10/1996
108						

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109	SARAH MICHAELS AND DESIGN	TAIW	84048915	9/29/1995	752I36	3/16/1997
110	SHEER BLISS	USA	76150320	10/20/2000		
111	SHEER WONDERFUL	USA	76150316	10/20/2000		
112	SHIMMER CHIC	USA	76259423	5/21/2001	2552516	3/26/2002
113	SILK CLEAN PIE	USA	76164558	11/14/2000		
114	SILK ME OVER	USA	76178014	12/11/2000	2552271	3/26/2002
115	SILKEN TREASURE	USA	76178018	12/11/2000		
116	SMOOTH DAYS	USA	76198373	1/24/2001		
117	AHEAD					
118	SMOOTHER THAN	USA	76150317	10/20/2000		
119	LATER					
120	SMOOTHERAPY	USA	76182011	12/18/2000		
121	SOLAGE (STYLIZED)	USA	74355704	2/2/1993	1795048	9/28/1993
122	SPRING DREAMS	USA	75671224	3/29/1999	2423874	2/13/2001
123	STRAIGHT A HEAD	USA	76150318	10/20/2000		
124	SUNLOCK	ARGE	2262636	10/28/1999		
125	SUNLOCK	MEXI	390421	9/2/1999	644755	9/29/2000
126	SUNLOCK	PUER	47141	10/26/1999	47141	10/26/1999
127	THE SMOOTH FAIRY	USA	76182207	12/18/2000		
128	THE SWEETEST	USA	78071494	6/28/2001		
129	THING					
130	THE ULTIMATE	CANA	1037893	11/30/1999		
131	BATH					
132	TOOTSIES	USA	75556193	9/18/1998		
133	TRULY, MADLY,	USA	76186406	12/26/2000		
134	DEEPLY					
135	PEACE MAKER	USA	78184143	11/12/2002		
136	PEACE OF HEAVEN	USA	78184259	11/12/2002		
137	VINO GLOW	USA	78180246	12/2/2002		
138	Barefoot Design Image	USA	78191864	12/5/2002		
139	PURE SOFT	USA	78199207	12/31/2002		
140	SHEERIOUSLY SOFT	USA	78199212	12/31/2002		
141	Deep Moisture Miracle	USA	78199218	12/31/2002		
142	DEAR BELLA	USA	78199222	12/31/2002		
143	PURE NECESSITY	USA	78199225	12/31/2002		

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SEARCH RESULTS					
	Applicant	Registration Number	Registration Date	Expiry Date	Priority Date
1	SAN FRANCISCO SOAP COMPANY	75/250,868	1997/03/03	2,227,143	1999/03/02
2	SAN FRANCISCO SOAP COMPANY	820,128,368	1997/07/15		
3	SAN FRANCISCO SOAP COMPANY	D97-16266	1997/08/06	431,236	1999/04/19
4	SAN FRANCISCO SOAP COMPANY	9-17678	1997/02/24	4246833	1999/03/05
5	SAN FRANCISCO SOAP COMPANY	Z-170390	1997/02/28	117,707	2000/09/12
6	SAN FRANCISCO SOAP COMPANY	(86)015440	1997/04/01		
7	SAN FRANCISCO SOAP COMPANY (Internet Keyword)				
8	BRIDGE Design	75/506,445	1998/06/22	2,263,102	1999/07/20
9	BRIDGE Design	75/788,233	1999/08/30	2,366,408	2000/07/11
10	FRUIT TEMPTATIONS	75/565,953	1998/10/07	2,412,932	2000/12/12
11	FRUIT TEMPTATIONS	1009434	1999/03/22		

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12	FLORAL IMPRESSIONS	United States	75/565,952	1998/10/07	2,384,493	2000/09/19
13	FLORAL IMPRESSIONS	Australia	788,381	1999/03/15	788,381	1999/03/15
14	FLORAL IMPRESSIONS	Canada	1,009,435	1999/03/22	TMA 543,888	2001/04/18
15	SIMPLY BE WELL	United States	75/608,910	1998/12/21	2,384,115	2000/09/05
16	SIMPLY BE WELL	Australia	839384	2000/06/19	839384	2001/05/04
17	SIMPLY BE WELL	Canada	1,070,703	2000/08/09		
18	SIMPLY BE WELL	Poland	Z-221073	2000/07/10		
19	PURE IN A SCENTS	United States	76/080,878	2000/06/30	2,521,286	2001/12/18
20	SAN FRANCISCO SOAP COMPANY	Canada		841535	4/8/1997	
21	BODY/BODY	United States	75/420946	1/21/1998	2222794	2/9/1999

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DANNEN, CRANE

312 6417114 P.11/12

## FASMA LLC

### Patents

Patent No.	Title	Issue date	Inventor
1	5,344,027 Merchandise Display System	9/6/1994	Mark Kaplan
2 Des. 298,716	Inflatable Bath Pillow	11/28/1988	Mark Kaplan
3 Des. 343,924	Sponge Brush	2/1/1994	Mark Kaplan
4 Des. 347,789	Transparent Package for Inflatable Pillow	6/14/1994	Mark Kaplan
5 Des. 362,179	Transparent Package for a Candle Holder	9/12/1995	Mark Kaplan
6 Des. 368,426	Package for Potpourri	4/2/1996	Mark Kaplan

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312 6417114 P.12/12

## Fasma LLC

### Internet Domain Name registrations

- 1 Sarahmichaels.com
- 2 Fraernancosmetics.com
- 3 stsoap.com
- 3 simplybewell.com
- 5 sanfransoap.com

TOTAL P.12

Sarah Michaels, LLC

## AR Summary 9-5-03

9/11/2003

Number	Name	Balance Open	Current	31 - 50	51 - 90	91 - 120	Over 120
40387	Kemart Corporation	\$ 902,579	\$ (93)				\$ 902,572
41419	Rite Aid Corporation	\$ 598,467	\$ (1,000)	\$ 42,954	\$ 190,969	\$ 63,180	\$ 270,225
32881	Targis	\$ 463,879	\$ 295,993	\$ 170,386			
32820	Vitamin Shoppe	\$ 462,434	\$ 403,231	\$ 19,808	\$ 12,414	\$ 11,829	\$ 16,352
88705	Amherst Drug	\$ 197,051	\$ 21,519	\$ 54,641	\$ 55,799	\$ 41,185	\$ 29,914
165841	Albertsons	\$ 124,365	\$ 14,089	\$ 32,296	\$ 33,485	\$ 32,585	\$ 11,532
181041	Albertsons	\$ 123,823	\$ 58,593	\$ 65,231			
427986	Walgreens	\$ 120,499		\$ 7,259	\$ 5,069	\$ 108,141	
165894	Pharmacy Benefits	\$ 110,725	\$ 68,908	\$ 40,650		\$ 1,166	
205743	Caremark Rx	\$ 103,518	\$ 51,411		\$ 57,108		
181067	CVS/pharmacy	\$ 101,610	\$ 13,283	\$ 11,814	\$ 42,350	\$ 27,601	\$ 6,261
41581	Super Value Stores	\$ 94,441	\$ -	\$ -	\$ -	\$ 94,441	
181008	Walgreens	\$ 46,910				\$ 46,910	
165761	Safeway Marketing, Inc.	\$ 46,903				\$ 46,503	
42497	QFC	\$ 41,187	\$ 23,216	\$ 17,201	\$ 323		\$ 447
38287	Bengen Brunswick Corp.	\$ 41,182	\$ 1,836	\$ 8,151	\$ 3,269	\$ 17,794	\$ 10,132
162691	88 Cent Only Stores	\$ 39,182				\$ 39,182	
181201	Walgreens	\$ 38,612	\$ 38,672				
42884	Wakefern General Merchand	\$ 36,894	\$ 36,864				
215889	Shower Bath Plus	\$ 34,372	\$ (4)				
181323	Diamond Pharmacy & Supply Co., Inc.	\$ 32,094	\$ 16,016	\$ 8,662	\$ 7,226		\$ 220
200469	BSP MARKETING, INC.	\$ 30,408					\$ 30,446
181139	Walgreens	\$ 30,352				\$ 30,392	
129066	H.E. Butt Stores	\$ 29,471		\$ 6,282	\$ 20,959	\$ 1,661	\$ 569
181091	S. Punkki Oy Ltd.	\$ 28,490		\$ 28,490			
181788	Patmark	\$ 28,301					\$ 28,301
220257	Walgreens	\$ 27,955				\$ 16,186	\$ 11,770
164941	Sally Beauty Company	\$ 26,765					\$ 26,756
41386	Retail Service Associates	\$ 26,506	\$ 10,403	\$ 6,364	\$ 2,803		\$ 8,937
181227	Bergene Pharmacy	\$ 26,269		\$ 3,767	\$ 14,227		\$ 8,254
31971	AJOLD	\$ 25,637		\$ 2,202	\$ 13,687		\$ 5,969
181219	Walgreens	\$ 25,070		\$ 25,070			
210366	BULGSHAN ESTABLISHMENT**	\$ 23,962					\$ 23,962
206324	Nezan Marketing Pte Ltd.**	\$ 21,299		\$ 146	\$ 7,330		\$ 13,624
233174	Weller d.o.o.**	\$ 21,117		\$ 20,982		\$ 136	
181346	Brandworks, Inc.	\$ 18,940	\$ 14,410			\$ 4,536	
191679	Pacific International Trad**	\$ 18,660	\$ 18,660	\$ 7,684	\$ 4,480		
402113	Hannaford Retail Service	\$ 18,093	\$ 5,441	\$ 2,291	\$ 5,064	\$ 2,632	\$ 2,675
41339	Public Supermarkets	\$ 14,900	\$ 14,900	\$ 1,404		\$ 411	\$ 9,463
40475	Lions Drug	\$ 12,625	\$ 9,352	\$ 2,596	\$ -	\$ -	\$ 92
161215	Beeodus Corporation**	\$ 12,163					
206506	Koverko	\$ 11,688		\$ 4,901	\$ 6,797		\$ 1,280
38289	Discount Drug Mart	\$ 11,288					\$ 9,499
182764	CLI Industrial Company LI	\$ 10,799	\$ 10,799			\$ 10,453	
40344	Imperial Distributors	\$ 10,453					
38383	Brooks Drugs	\$ 10,254	\$ 2,540	\$ 4,787	\$ 1,676		
40740	Milbrook Dist. Services	\$ 9,755		\$ 256			

AR Summary - 9-5-2003

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TRADEMARK

REEL: 002774 FRAME: 0729

## Sarah Michaels, LLC

## AR Summary 9-5-03

9/1/2003

Number	Name	Balance Open	Current	31-60	61-90	91-120	Over 120
40646	Meijer, Inc.	\$ 8,874	\$ 3,548	\$ 1,246		\$ 4,080	
41574	Shopko Stores, Inc.	\$ 9,711	\$ 4,694	\$ 3,817		\$ 1,510	
455886	Schmid Markets, Inc.	\$ 6,384	\$ 1,444	\$ 3,658	\$ 552	\$ 1,181	\$ 942
207520	BMK, INC.	\$ 8,370	\$ 7,580				\$ 7,550
41224	Penton's	\$ 7,550					
37938	Aafes Headquarters	\$ 7,514	\$ 5,585			\$ 1,919	
18111	Sabre Corporation Pty Ltd**	\$ 7,410		\$ 1,142			
210188	AWARD SERVICE	\$ 7,292	\$ 6,150	\$ 7,410			
181649	B-L-O Distributors, Ltd.	\$ 6,543	\$ 3,679	\$ 2,663			
155707	Heinen's Inc.	\$ 6,207		\$ 5,679	\$ 98	\$ 431	
188401	Merchants Distributors	\$ 5,981	\$ 1,034	\$ 4,527			
41136	Panida, Inc.	\$ 5,219	\$ 5,219				
382890	Durai Reeds Inc.	\$ 4,918	\$ 4,918				
148721	OK Grocery Of Sainte Eagle	\$ 4,828	\$ 3,583	\$ 1,246			
208338	Navarro	\$ 4,145		\$ 4,145			
41110	Penn Traffic Co.-Big Bear	\$ 4,091					
153040	Makasson Drug	\$ 4,064					
222957	AmerisourceBergen	\$ 4,037	\$ 245	\$ 252		\$ 3,255	
156134	Starter Bros. Markets	\$ 3,422	\$ 1,606	\$ 754	\$ 893	\$ 2,145	
164687	Drugstore.com	\$ 3,221	\$ 1,731	\$ 1,491		\$ 1,816	
172769	B & M Discount Wholesale	\$ 3,187	\$ 3,187				
167206	Selected Sales Inc	\$ 3,086	\$ 3,086				
180806	Pride Trading**	\$ 2,786		\$ 2,786			
40834	Fried Meyers	\$ 2,709	\$ 2,709				
	Drug Emporium	\$ 2,644	\$ 1,729	\$ -	\$ 916	\$ -	
188646	Taco Am Associates, Ltd.**	\$ 2,555		\$ 905		\$ 1,570	\$ 2,653
178141	V.S. Distributors	\$ 2,653					
174365	Flamengo Discount Sales	\$ 2,340		\$ 2,340			
42614	V.F. Grace, Inc. Anchorage	\$ 2,198	\$ 2,109				
202001	PRESTIGE SERVICE INC.	\$ 1,681	\$ 1,691				
42276	Warkem	\$ 1,658	\$ 1,296	\$ 392			
201044	Desonsa International**	\$ 1,483					\$ 1,483
178221	Atlantic City Beauty Suppl	\$ 1,442		\$ 1,442			
177039	Prestige Beauty Supply	\$ 1,416		\$ 442			\$ 974
178221	Vita Lite #2	\$ 1,271					\$ 1,271
380133	Associated Food Stores, Inc.	\$ 1,204	\$ 1,204				\$ 978
184858	Impperial Distributors	\$ 978					
392556	Drug Barn - Springvale	\$ 944					
38594	United Western Grocers	\$ 814	\$ 814				
177914	URM Stores Inc	\$ 841	\$ 841				
176804	Northwalk Beauty Supply	\$ 635					\$ 635
41275	Price-Less Drug Store #2	\$ 620	\$ 256	\$ 365			
167708	Super Valu Northwest GMD Div	\$ 586	\$ 586				

Sarah Michaels, LLC

AR Summary 9-6-03

9/11/2003

Number	Name	Balance Open	Current	\$1 - \$50	\$1 - \$100	\$1 - \$120	Over \$120
222111	Motion Nail Supply	\$ 562				\$ 382	
222017	INTERNATIONAL ACCESS**	\$ 532	\$ 532				
143423	Selway Inc.	\$ 511				\$ 511	
284417	Reserve Save Mart (Bill T)	\$ 509	\$ 509				
147619	BULK Condition H	\$ 447		\$ 447			
205558	Frankel & Frankel	\$ 394	\$ 394				
222291	Meno Beauty Center	\$ 343	\$ 343				
41304	Price-mart/H School Pharm	\$ 325	\$ 325				
207204	ISLAND NATURAL INC.	\$ 304		\$ 304			
40432	Kimmy Drug, Inc.	\$ 288				\$ 288	
207394	THE PERFUMERY & GIFT SHOP	\$ 283	\$ 283				
222279	BEDROCK MUSIC	\$ 272				\$ 272	
180371	C & C Distributors Of OK	\$ 253				\$ 253	
38804	Bullington Drug Co.	\$ 221	\$ 221				
201335	CONSUMER LINK	\$ 180	\$ 180				
202251	Breeze Trading**	\$ 4	\$ 4				
204469	Winn Dixie	\$ 1,497	\$ 1,697	\$ 1,253	\$ -	\$ 741	\$ -
		\$ 1,412,587	\$ 1,141,943	\$ 668,337	\$ 456,092	\$ 311,762	\$ 1,846,662
	Check	\$ 1,640,623	\$ 191,824	\$ 125,735	\$ 92,127	\$ 29,951	\$ 1,201,382

TRADEMARK

RECORDED: 01/07/2004

REEL: 002774 FRAME: 0731