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Form PTO-1058 TRADEMARK OFFICE RECORDATI TRADI TMENT OF COMMERCE ent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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

<p>1. Name of conveying party(ies):</p> <p>Kent, Inc., a Maine corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Kent Acquisition Co.</u></p> <p>Internal Address: <u>Attn: John Hatherly</u></p> <p>Street Address: <u>820 West Jackson, Suite 400</u></p> <p>City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60607</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation-State <u>Delaware</u></p> <p><input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>08/19/2003</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____</p> <p>_____</p>	<p>B. Trademark Registration No.(s) <u>2312361; 2283569;</u></p> <p><u>2278335</u></p> <p>_____</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Ungaretti & Harris, LLP</u></p> <p>Internal Address: <u>Attn: Jennifer R. Quinn</u></p> <p>_____</p> <p>Street Address: <u>3500 Three First National Plaza</u></p> <p>City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60602</u></p>	<p>6. Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>90.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>
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DO NOT USE THIS SPACE

9. Signature.

Jennifer R. Quinn Jennifer R. Quinn 04/13/2004

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 15

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01 FC:8521 40.00 OP

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

ASSET PURCHASE AGREEMENT

DATED AS OF AUGUST 19, 2003

BY AND BETWEEN

KENT, INC.

AND

KENT ACQUISITION CO.

CHI:1249142.3

TRADEMARK
REEL: 002949 FRAME: 0566

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") dated as of August 19, 2003, by and among Kent, Inc., a Maine corporation ("Seller"), as debtor in possession and KENT ACQUISITION CO., a Delaware corporation (together with its successors and assigns, "Purchaser") (the Seller and the Purchaser collectively, the "Parties").

RECITALS

WHEREAS, Seller is engaged in the business of designing, manufacturing, marketing and selling infant and toddler sleepwear (the "Business");

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all of the Assets (as defined below);

WHEREAS, Seller is the debtor and debtor-in-possession in a case under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330 as amended (the "Bankruptcy Code"), titled In re: Kent, Inc., Case No. 02-12274 (the "Bankruptcy Case") in the United States Bankruptcy Court for District of Maine (the "Bankruptcy Court"); and

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth herein, the Parties agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

Accounting Firm. An independent accounting firm mutually acceptable to the parties.

Action. Any action, charge, claim, complaint, lawsuit, investigation, request for investigation, report of alleged violation of law or regulation, arbitration, audit or legal proceeding of any nature filed with or made to any Governmental Authority or organization having jurisdiction or authority over Seller, its assets, its property or its operations.

Affiliate. As defined in Rule 12b-2 of the Securities Exchange Act of 1934, as amended.

Affiliate Agreements. As defined in Section 4.18.

Agreement. This Asset Purchase Agreement, together with all Schedules referred to herein, as the same may be amended, supplemented or otherwise modified from time to time.

Assets. As defined in Section 2.1.

Assumed Contracts. All Contracts set forth on Schedule 6.10(a).

Assumed Liabilities. All liabilities and obligations of Seller under the Assumed Contracts (excluding any liabilities and obligations attributable to any breach or default by Seller thereunder) and the liabilities, if any, of Seller expressly set forth on Schedule 2.4(f) attached hereto.

Assumption Agreement. The Assignment and Assumption Agreement to be entered into by and among Purchaser and Seller at the Closing in a form reasonably satisfactory to each of the Parties.

Bankruptcy Case. As defined in the Recitals hereto.

Bankruptcy Code. As defined in the Recitals hereto.

Bankruptcy Court. As defined in the Recitals hereto.

Bill of Sale. The Bill of Sale to be executed and delivered by Seller at the Closing in a form reasonably satisfactory to each of the Parties.

Business. As defined in the Recitals hereto.

Business Day. A day that is not a Saturday, Sunday or legal holiday in Chicago, Illinois.

Claims. As defined in Section 101(5) of the Bankruptcy Code.

Closing. As defined in Section 3.1.

Closing Date. As defined in Section 3.1.

Closing Permitted Liens. Any purchase money Liens and Liens securing rental payments under capital lease arrangements and obligations of Seller pursuant to the Assumed Contracts.

Code. The Internal Revenue Code of 1986, as amended.

Competing Proposal. A competitive bid or proposal from a third party (a) to purchase substantially all of the Business and Assets or (b) for any merger, consolidation, liquidation, dissolution or similar transaction involving Seller which would result in the acquisition of the Business and Assets.

Consent. Any consent, waiver, approval, permit or authorization of, notice to, or designation, registration, declaration or filing with, any Person.

Contract. Any written or oral contract, agreement, understanding, lease, license, note, plan, instrument, commitment, restriction, arrangement, obligation, undertaking, practice or authorization of any kind or character or other document.

Costco Inventory. The Inventory acquired from Seller hereunder which is (or is intended to be) sold to Costco, Inc.

Cure Amount. The amount (i) necessary to cure any defaults that exist on the Closing Date under any Assumed Contract and to satisfy any other monetary obligation of the Seller in connection with its assumption of any Assumed Contract pursuant to Section 365 of the Bankruptcy Code, and (ii) any and all costs and expenses necessary in connection with providing adequate assurance of future performance with respect to any of the Assumed Contracts under Section 365 of the Bankruptcy Code, all as determined by either (a) a written agreement among the Seller, the Purchaser, and the counterparty to the applicable Assumed Contract, or failing such written agreement, or (b) a Final Order of the Bankruptcy Court.

Encumbrances. Any and all liabilities, obligations, interests, levies, claims, charges, assessments, defenses, setoffs, recoupments, mortgages, security interests, liens, pledges, conditional sales agreements, title retention contracts, leases, subleases, rights of first refusal, options to purchase, restrictions and other encumbrances, and agreements or commitments to create or suffer any of the foregoing.

Estimated Non-Costco Inventory Adjustment. As defined in Section 2.6(a).

Excluded Assets. As defined in Section 2.2.

Excluded Liabilities. As defined in Section 2.4.

Existing Obligations. Seller's secured pre-petition indebtedness and any Liens related thereto.

Final Order. An order of the Bankruptcy Court, (i) the operation or effect of which has not been stayed, and which is not subject to any pending appeal, request for leave to appeal or request for reconsideration and (ii) as to which the time for any such appeal, request for leave to appeal or request for reconsideration has expired.

Final Purchase Price. As defined in Section 2.6(d).

Financial Statements. As defined in Section 4.7.

GAAP. United States generally accepted accounting principles, consistently applied.

Governmental Authority. Any federal, state, county, local, foreign or other governmental or public agency, court, arbitrator, tribunal, administrative agency, instrumentality, commission, authority, board or body.

Intellectual Property. (a) All inventions, all improvements thereto and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all registered and unregistered trademarks, service marks, trade dress and logos, including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrights and all applications, registrations and renewals in connection therewith, (d) all trade secrets, customer lists, supplier lists, pricing and cost information, business and marketing plans and other confidential business information, (e) all computer programs and related software, (f) all domain name registrations, (g) all other recognizable proprietary rights, and (h) all copies and tangible embodiments thereof including, without limitation, those identified on Schedule 2.1(b).

Inventory. All inventories, including, without limitation, raw materials, work in process (including offsite inventory with contract manufacturers) and finished goods, owned by Seller.

IRS. The United States Internal Revenue Service.

Laws. Any law, statute, regulation, rule, ordinance or Order of a Governmental Authority.

Letter Agreement. That certain letter agreement dated as of July 17, 2003 by and among Wormser Company and Seller.

Liabilities and Costs. All indebtedness, Claims, liabilities, obligations, responsibilities, losses, diminutions in value, damages, judgments, punitive damages, economic damages, treble damages, costs or expenses, fines, penalties and monetary sanctions, and interest of Seller, whether accrued, absolute or contingent, asserted or unasserted.

Lien. Any mortgage, pledge, deed of trust, hypothecation, lien (including Tax liens), security interest, encumbrance, easement, , right of first refusal, conditional sale or other title retention or security agreement or any other similar restriction, claim or right of others.

Material Adverse Effect. Any material adverse effect on the operations, assets, conditions (financial or otherwise) or operating results of the Business or Assets taken as a whole.

Material Contracts. As defined in Section 4.19.

Measurement Year. Each of the calendar years ended December 31, 2004, 2005 and 2006.

M&E Amount. \$7,500, or such additional amount as may be necessary to transfer the assets identified on Schedule 2.1(b) free and clear of any Liens, as determined by either (a) a written agreement among the Seller, the Purchaser, and Key Corporate Capital, Inc., or, failing such agreement, (b) a Final Order of the Bankruptcy Court.

Net Revenue. Revenue earned, less customary sales discounts, sales returns and allowances, (which discounts, returns, and allowances shall not exceed three percent (3%) of the revenue earned) less direct conversion costs for fabric consisting of the costs of direct production labor, any necessary trims and embroideries, and other finishing costs (including packaging) necessary to finish, complete and package goods for shipment as set forth on cost sheets in a form reasonably acceptable to Seller and Purchaser.

Non-Costco Inventory. All Inventory acquired from Seller (other than the Costco Inventory).

Non-Costco Inventory Adjustment. The greater of (i) Net Revenue received by Seller from the sale of the Non-Costco Inventory between June 1, 2003 and the Closing Date or (ii) the book value of such sold Non-Costco Inventory.

Non-Costco Revenue. Fifty percent (50%) of Net Revenue received by Purchaser from the sale of the Non-Costco Inventory during the first full twelve (12) calendar months following the Closing Date in excess of the Threshold Amount (as herein defined); provided, however, in the event the gross revenue received by Purchaser during such period following the Closing Date from the sale of Non-Costco Inventory does not exceed the Threshold Amount, then Non-Costco Revenue shall mean zero.

Objection Period. As defined in Section 2.6(b).

Order. Any decree, injunction, judgment, order, ruling, writ, quasi-judicial decision or award or administrative decision or award of any Governmental Authority to which any Person is a party or that is or may be binding on any Person or its securities, assets or business.

Ordinary Course of Business. The ordinary course of business of Seller consistent with past custom and practice.

Owned Property. As defined in Section 4.10(a).

Permit. Any license, permit, franchise, certificate of authority or order, or any waiver of the foregoing, required to be issued by any Governmental Authority.

Permitted Liens. Any (a) mechanic's, material man's or other Liens arising by operation of law in the Ordinary Course of Business, (b) Liens for taxes, assessments, judgments and similar charges not yet due and payable or which are being contested in good faith through appropriate proceedings and for which any required reserves have been established and (c) purchase money Liens and Liens securing rental payments under capital lease arrangements and indebtedness of Seller set forth on Schedule 4.19(a).

Person. A natural person or any legal, commercial or Governmental Authority, such as, but not limited to, a business association, corporation, general partnership, joint venture, limited partnership, limited liability company, trust, or any person acting in a representative capacity.

Procedures Order. An order of the Bankruptcy Court approving, inter alia, the procedures by which the Seller may sell certain of its assets, which order was entered on August 14, 2003.

Purchase Price. As defined in Section 2.5(a).

Purchaser. As defined in the Recitals hereto.

Purchaser's Adjustment. As defined in Section 2.6(b).

Real Estate. All real property, including leasehold interests and improvements located thereon, owned or occupied by Seller.

Receivables. All accounts, notes, accounts receivable, contract rights, drafts and other forms of claims, demands, employee advances, instruments, receivables, trade accounts receivable and rights to the payment of money or other forms of consideration, whether for goods sold or leased, services performed or to be performed, or otherwise, owned by Seller or in which Seller has any interest, together with all guarantees, security agreements and rights and interests securing the same.

Royalty Payment. As defined in Section 2.7(b).

Royalty Report. As defined in Section 2.7(c).

Sale Order. An order of the Bankruptcy Court that is, in all material respects, reasonably satisfactory to Purchaser which, among other things, (i) approves this Agreement and authorizes and directs Seller to perform under this Agreement, (ii) grants Seller authority and directs Seller to sell the Assets to Purchaser free and clear of all Liens, Claims and Encumbrances, pursuant to Sections 363 and 365 of the Bankruptcy Code, (iii) authorizes and directs Seller to assume, sell and assign to Purchaser the Assumed Contracts free and clear of all Liens, Claims and Encumbrances, pursuant to Sections 363 and 365 of the Bankruptcy Code and approves the provisions of Section 6.10 hereof, (iv) determines that Purchaser is not a successor to Seller or otherwise liable for any Excluded Liability and permanently enjoins each and every holder of an Excluded Liability from commencing, continuing or otherwise pursuing or enforcing any remedy, claim, cause of action, Encumbrance or Lien against the Assets or Purchaser related to such Excluded Liability, (v) authorizes Purchaser to assume the Assumed Liabilities and (vi) determines that Purchaser is a good faith purchaser under Section 363(m) of the Bankruptcy Code and that the provisions of Section 363(n) of the Bankruptcy Code have not been violated.

Seller. As defined in the Recitals hereto.

Seller's Knowledge. The actual knowledge of Michael J. Gans after reasonable investigation.

Subsidiary. With respect to any Person, (i) any corporation of which more than fifty percent (50%) of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation is at the time, directly or indirectly owned by such Person, or (ii) any partnership, limited liability company or joint venture or other entity of which more than fifty percent (50%) of the outstanding equity interests are at the time, directly or indirectly, owned by such Person.

Tangible Property. As defined in Section 4.10.

Taxes. Taxes of any kind, including, but not limited to, those measured by or referring to income, gross receipts, sales, use, ad valorem, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, value added, property or windfall profits taxes, customs, duties or similar fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts imposed by any Governmental Authority, including any taxes of any other Person by reason of Treasury Regulation 1.1502-b, or by reason of similar state, federal or foreign Law, or by Contract or otherwise.

Tax Return. Any return, report or statement required to be filed with any Governmental Authority with respect to Taxes.

Termination Fee. Eighty Thousand Dollars (\$80,000).

Threshold Amount. An amount equal to (a) the Final Purchase Price less (b) the sum of (i) the Cure Amount, if any; and (ii) the M&E Amount.

WARN Act. The Worker Adjustment and Retraining Notification Act, as amended, 29 U.S.C. §§ 2101 - 2109.

ARTICLE II

SALE OF ASSETS

2.1 **Purchase and Sale of Assets.** Subject to the terms and conditions set forth in this Agreement and in reliance upon the representations and warranties of Seller and Purchaser herein set forth, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Purchaser, and Purchaser shall purchase from Seller, all of Seller's right, title and interest, as of the Closing Date, in and to the Assets. The Assets shall be conveyed free and clear of all Encumbrances, Liabilities and Costs, obligations, interests and Liens, other than the Assumed Liabilities and Closing Permitted Liens. For purposes of this Agreement, and subject to Section 2.2 hereof, the term "Assets" shall mean all of the goodwill, assets, properties and rights of Seller of every nature, kind and description, whether tangible or intangible, real, personal or mixed, wherever located and whether or not carried or reflected on the books and records of Seller including, without limitation, the following:

(a) all of the Inventory and all packaging and shipping containers relating to such Inventory;

- (b) the owned machinery, equipment, furniture and fixtures set forth on Schedule 2.1(b);
- (c) all of the Intellectual Property;
- (d) all of the rights to the licenses, Permits, approvals, clearances and authorizations relating to the Business, if any;
- (e) all of the goodwill of the Business, if any;
- (f) all operating data, files, general records, customer lists, employee records, correspondence and other written records to the extent relating to the Business and the Assets, wherever located;
- (g) all prepaid and deferred items to the extent relating to the Business, including all prepaid rentals and unbilled charges, fees and cash deposits held by third parties, if any;
- (h) the Assumed Contracts, and all of Seller's rights, title, interest and benefits accruing thereunder; and
- (i) all rights and claims against third parties arising out of, relating to or in respect of the Business or the Assets, including, without limitation, all causes of action, rights of recovery and rights of set-off of any kind, all rights under express or implied warranties from suppliers to Seller and all other interests in or claims, rebates, refunds or payments from or against vendors.

2.2 Excluded Assets. Notwithstanding anything to the contrary set forth in Section 2.1, the Assets shall exclude the following (collectively, the "Excluded Assets"):

- (a) the Seller's rights under this Agreement;
- (b) all Receivables including any Receivables from Nazareth International, Inc. and any contract related thereto;
- (c) any owned Real Estate and any insurance policies, permits, and licenses relating thereto;
- (d) the Excluded Contracts;
- (e) the corporate minute books and stock records of Seller;
- (f) all cash, cash equivalents and marketable securities of Seller, including retainers paid by Seller to any professional advisor (but excluding other cash deposits held by third parties pertaining to the Assets which cash deposits shall constitute Assets for purposes of this Agreement);

(g) all Contracts with any Affiliate (other than those which constitute Assumed Contracts);

(h) all the owned and leased machinery, equipment, furniture and fixtures of Seller (other than such owned items set forth on Schedule 2.1(b)); and

(i) any and all (a) claims, causes of action, recoveries, or other rights arising under chapter 5 of the Bankruptcy Code (other than section 553 thereof) and (b) the claims asserted by the Seller against Healthtex Apparel Corp. in Adversary Proceeding No. 03-1010, which adversary proceeding is pending in the Bankruptcy Court.

2.3 Assumed Liabilities. Subject to the terms and conditions set forth in this Agreement, at the Closing Date, Purchaser shall assume the Assumed Liabilities.

2.4 Excluded Liabilities. Notwithstanding anything in this Agreement to the contrary, in no event shall Purchaser assume or be obligated to pay, and none of the Assets shall be or become liable for or subject to, and any obligee of any such Excluded Liability (as hereafter defined) shall be permanently enjoined from commencing, continuing or otherwise pursuing or enforcing against the Assets or Purchaser, any of the Liabilities and Costs of Seller (other than the Assumed Liabilities), including the following Liabilities and Costs of Seller (collectively, the "Excluded Liabilities"):

(a) Liabilities and Costs associated with or related to any Excluded Asset;

(b) all Liabilities and Costs arising prior to the date and time of the filing of the Bankruptcy Case (notwithstanding the fact that the date on which any action or claim is commenced or made is after the Closing);

(c) any Liabilities and Costs arising under any Excluded Contract or this Agreement;

(d) all accounts payable arising in the Ordinary Course of Business prior to the date of the filing of the Bankruptcy Case;

(e) all Liabilities and Costs of Seller for Taxes of any kind whatsoever payable with respect to the operation of the Business accruing on or prior to the Closing Date;

(f) all Liabilities and Costs for severance pay with respect to any employee of Seller terminated prior to the Closing Date, except for those liabilities set forth on Schedule 2.4(f) attached hereto, if any;

(g) all Liabilities and Costs due and owing to any Affiliate or arising out of or relating to any contract or agreement which does not constitute an Assumed Contract;

(h) all Liabilities and Costs for expenses relating to (i) the negotiation and preparation of this Agreement and the transactions contemplated herein and (ii) the filing of the Bankruptcy Case, in each case, to the extent incurred by Seller and including those related to their legal counsel, accounting, brokerage and investment advisors fees and disbursements;

(i) all Liabilities and Costs related to any shareholder claims, litigation or proceeding against Seller; and

(j) any other Liability and Cost which is not an Assumed Liability.

2.5 Purchase Price.

(a) Subject to the terms and conditions of this Agreement, in consideration for the Assets to be acquired hereunder, on the Closing Date, Purchaser hereby agrees to pay to Seller an aggregate amount equal to the sum (the "Purchase Price") of:

- plus
- (i) One Million Three Hundred Thousand Dollars (U.S. \$1,300,000);
 - (ii) the Cure Amount, if any; plus
 - (iii) the M&E Amount; less
 - (iv) the Estimated Non-Costco Inventory Adjustment.

(b) At the Closing, Purchaser shall pay, by wire transfer of immediately available funds, (i) \$150,000 to an escrow agent mutually agreed to by Seller and Purchaser prior to Closing (the "Escrow Amount") and (ii) an amount equal to (A), the Purchase Price minus (B) the Escrow Amount, to an account or accounts specified by Seller prior to the Closing Date. The Purchase Price shall also be deemed to include the assumption by Purchaser of the Assumed Liabilities.

2.6 Estimated Non-Costco Inventory Adjustment.

(a) At least five (5) days prior to the Closing Date, Seller shall deliver to Purchaser a good faith estimate of the Non-Costco Inventory Adjustment prepared by a representative of Seller experienced in financial matters reasonably acceptable to Purchaser (the "Estimated Non-Costco Inventory Adjustment") and prepared in accordance with GAAP applied consistently with historical practice together with such financial records used in calculating such estimate.

(b) Within forty-five (45) days following the Closing Date, Purchaser shall prepare and deliver to Seller its calculation of the Non-Costco Inventory Adjustment (the "Purchaser's Adjustment"), together with a copy of any books or records utilized in the preparation of Purchaser's Adjustment. Seller shall have a period of thirty (30) days (the "Objection Period") after receipt of Purchaser's Adjustment in which to deliver written notice to Purchaser of any objection thereto, specifying, in reasonable detail, the nature of the dispute and the basis therefor. Purchaser's Adjustment shall be deemed to be accepted by Seller, and

shall become final and binding on the Parties, on the later of (i) if the Seller does not assert a timely and proper objection to the Purchaser's Adjustment, the expiration of the Objection Period or (ii) if the Seller asserts a timely and proper objection to the Purchaser's Adjustment, the date on which all objections have been resolved by the parties pursuant to Section 2.6(c).

(c) In the event Seller notifies Purchaser in writing during the Objection Period that it disputes the computation of the Non-Costco Inventory Adjustment set forth in Purchaser's Adjustment, specifying, in reasonable detail, the nature of the dispute and the basis therefor, the Parties shall in good faith attempt to resolve any such dispute. If the Parties do not reach agreement resolving the dispute within ten (10) Business Days after notice is given by Seller to Purchaser, the Parties shall submit the dispute to the Accounting Firm for resolution. Promptly, but no later than 45 days after submission of the dispute to the Accounting Firm, such Accounting Firm shall determine (it being understood that in making such determination the Accounting Firm shall be functioning as an expert and not as an arbitrator), based solely on written submissions by Purchaser and Seller, and not by independent review, only those issues in dispute and shall render a written report as to the resolution of the dispute and the resulting computation of the Non-Costco Inventory Adjustment which shall be conclusive and binding on the Parties. The reasonable fees, costs and expenses of the Accounting Firm (A) shall be borne by Seller in the event the Accounting Firm determines that the Non-Costco Inventory Adjustment has been understated by five percent (5%) percent or more and (B) shall be borne by Purchaser in the event the Accounting Firm determines that the Non-Costco Inventory Adjustment has not been understated or has been understated by less than five percent (5%) percent.

(d) Promptly after the Non-Costco Inventory Adjustment is finally determined and becomes final and binding on the Parties under subsection (b) and (c) of this Section 2.6, Purchaser shall recalculate the Purchase Price by giving effect to such final and binding determination (the Purchase Price, as recalculated, the "Final Purchase Price"). If the Final Purchase Price is equal to or greater than the Purchase Price, Purchaser shall, within three (3) Business Days after the calculation of the Final Purchase Price, make payment to Seller of an amount equal to the amount by which the Final Purchase Price exceeds the Purchase Price. If the Purchase Price exceeds the Final Purchase Price, Seller (or any assignee of the Seller's rights hereunder) and Purchaser shall promptly notify the Escrow Agent to disburse an aggregate amount of the Escrow Amount equal to such excess to an account designated by Purchaser. In the event such excess is greater than the Escrow Amount, the Seller (or any assignee of Seller's rights hereunder) shall make payment to Purchaser of an amount equal to the amount by which such excess exceeds the Escrow Amount. ✓

2.7 Post-Closing Payments. As additional consideration for the sale of the Assets, Purchaser shall pay to Seller, without duplication:

(a) the Non-Costco Revenue; provided, however, in no event shall such amount exceed \$200,000; and

(b) an amount equal to three percent (3%) of Net Revenue generated by the Business in each Measurement Year (each, a "Royalty Payment").

(i) The Royalty Payment for a Measurement Year shall be determined as promptly as practicable (but in no event later than 120 days) after completion of each Measurement Year based upon the preparation by Purchaser of consolidated financial statements for the Business with respect to such Measurement Year. A written report (each an "Royalty Report") setting forth Purchaser's computation of the applicable Royalty Payment, if any, shall be submitted to Seller and, unless Seller notifies Purchaser within thirty (30) days after receipt of the applicable Royalty Report that it objects to the computation of the Royalty Payment set forth therein, the Royalty Report shall be binding and conclusive for the purposes of this Agreement.

(ii) In the event Seller notifies Purchaser in writing within thirty (30) days after the receipt of the Royalty Report that it disputes the computation of the Royalty Payment set forth therein, specifying, in reasonable detail, the nature of the dispute and the basis therefor, the Parties shall in good faith attempt to resolve any such dispute. If the Parties do not reach agreement resolving the dispute within ten (10) Business Days after notice is given by Seller to Purchaser, the Parties shall submit the dispute to the Accounting Firm for resolution. Promptly, but no later than 45 days after submission of the dispute to the Accounting Firm, such Accounting Firm shall determine (it being understood that in making such determination the Accounting Firm shall be functioning as an expert and not as an arbitrator), based solely on written submissions by Purchaser and Seller, and not by independent review, only those issues in dispute and shall render a written report as to the resolution of the dispute and the resulting computation of the Royalty Payment which shall be conclusive and binding on the Parties. The reasonable fees, costs and expenses of the Accounting Firm (A) shall be borne by Purchaser in the event the Accounting Firm determines that the Royalty Payment has been understated by five percent (5%) percent or more and (B) shall be borne by Seller in the event the Accounting Firm determines that the Royalty Payment has not been understated or has been understated by less than five percent (5%) percent.

(iii) Payments due to Seller pursuant to this Section 2.6 shall be paid (i) if not disputed, promptly (but not more than thirty (30) days) following determination of the Royalty Payment for the applicable Measurement Year and (ii) if the Royalty Payment is disputed for any Measurement Year, promptly (but not more than thirty (30) days) following resolution of such dispute in accordance with Section 2.7(b)(ii).

(c) For purposes of this Section 2.7, the term "Business" shall include any sales of the Purchaser (or any affiliate or assignee of the Purchaser) materially attributable to the efforts of either or both of Michael J. Gans or Cindy Lapidus.

ARTICLE III

THE CLOSING

3.1 Closing Date. The closing date (the "Closing Date") shall be the first Business Day after the date on which the conditions set forth in Article VII are satisfied. The closing (the "Closing") of the transactions contemplated by this Agreement shall take place at the offices of Bernstein, Shur, Sawyer & Nelson, 100 Middle Street, Portland, Maine on the Closing Date, or at such other place, time and date as Seller and Purchaser may mutually agree.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Purchaser to enter into and perform this Agreement, and in consideration of the covenants of Purchaser contained herein, Seller represents and warrants to Purchaser (regardless of any examinations, inspections, audits and other investigations Purchaser has heretofore made, or may hereafter make, with respect to such representations and warranties) as follows:

4.1 Organization; Corporate Authority. Seller is a corporation duly organized and validly existing under the laws of its jurisdiction of incorporation and has all requisite corporate power and authority to own, operate and lease its properties, and to carry on its business as currently conducted.

4.2 Authorization; Validity. Upon entry of the Sale Order, Seller will have the corporate power and authority necessary to enter into and perform its obligations under this Agreement. Upon entry of the Sale Order, the execution, delivery and performance of this Agreement will have been authorized by all necessary corporate action on the part of Seller. This Agreement has been duly executed and delivered by Seller and, upon entry of the Sale Order, constitutes the legal, valid and enforceable obligations of Seller, except to the extent enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws of general application affecting the enforceability of creditors' rights generally or by general principles of equity.

4.3 Subsidiaries. Seller does not own any equity interest of any Person or is a party to any joint venture with any other Person.

4.4 Assets Title. At the Closing, the Assets shall be transferred by the Seller free and clear of all Encumbrances, Liabilities and Costs obligations, interests and Liens, other than the Assumed Liabilities and Closing Permitted Liens.

4.5 No Conflict; Required Filings and Consents. Neither the execution nor the delivery by Seller of this Agreement, the performance of its obligations hereunder nor the consummation of the transactions contemplated hereby will: (a) conflict with or violate the articles of incorporation or by-laws of Seller; or (b) assuming that all consents, approvals and

notices contemplated by Section 4.6 have been obtained and all filings described therein have been made and that the Sale Order has been entered by the Bankruptcy Court and is in full force and effect, (i) conflict with or violate any Laws or Orders or other binding requirements of any Governmental Authority applicable to Seller or by which its or any of its properties are bound or affected; or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both could become a default) or result in the loss of a material benefit under, or give rise to any right of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any of the properties or assets of Seller pursuant to, any note, bond, Contract, Permit or other instrument or obligation to which Seller is a party or by which Seller or any of its properties are bound or affected.

4.6 No Consents. The execution, delivery and performance of this Agreement by Seller do not and will not require any approval, authorization or permit of, action by, filing with or notification to, any Governmental Authority, or any other Consent, other than (a) the approvals, notices and other Consents set forth in Schedule 4.6 and (b) the entry of the Procedures Order and the Sale Order.

4.7 Intentionally Blank.

4.8 No Material Adverse Change or Subsequent Distributions. Except as set forth on Schedule 4.8 hereto, since December 31, 2002, there has not been any:

(a) change in the business operations or financial condition of Seller, the Business or the Assets that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) sale, assignment, transfer, mortgage, pledge or lease of the Assets, except for sales transactions or leases in the Ordinary Course of Business;

(c) incurrence of any Liability and Cost by Seller (absolute, contingent or otherwise), or grant of any Lien on any of their respective properties or assets except for Liabilities and Costs incurred in the Ordinary Course of Business;

(d) damage, destruction or loss (whether or not covered by insurance) of the Business or any Assets;

(e) modification, amendment, termination, transfer or waiver of any right under any Material Contract or any termination of any Material Contract;

(f) investigation of Seller by any Governmental Authority nor has Seller received any notice of such investigation;

(g) change in any accounting method, policy or practice of Seller; or

(h) Seller has not canceled or waived any rights in respect of the Assets.

4.9 Taxes. Except as set forth in Schedule 4.9:

(a) Seller has timely filed all Tax Returns, reports or estimates for all years and periods (and portions thereof) and for all jurisdictions (whether federal, state, local or foreign) in which any such returns, reports or estimates were due. All such returns were true, correct, and complete in all material respects. All Taxes, whether shown as due and payable in respect of such returns, reports and estimates or that have otherwise become due and payable have been paid. All Taxes not yet due and payable have been fully accrued on the books of Seller or are being contested in good faith.

(b) Seller has not executed or filed with any Governmental Authority any agreement or other document extending or having the effect of extending the period for assessment, reassessment or collection of any Taxes, and no power of attorney granted by Seller with respect to any Taxes is currently in force.

(c) No federal, state, local or foreign Tax audits or other administrative proceedings, discussions or court proceedings are presently pending with regard to any Taxes or Tax Returns of Seller and no additional issues are being asserted against Seller in connection with any existing audits of Seller.

(d) Seller has complied in all material respects with all applicable Laws relating to the collection or withholding of Taxes (such as sales Taxes or withholding of Taxes from the wages of employees) and Seller is not liable for any Taxes for failure to comply with such Laws.

(e) No Liens have been filed and Seller has not been notified by the IRS or any other taxing authority that any issues have been raised (and are currently pending) by the IRS or any other taxing authority in connection with any Tax Return of Seller.

(f) There are no outstanding claims made by any tax authority in a jurisdiction in which Seller does not file Tax Returns that Seller is or may be subject to taxation in that jurisdiction.

4.10 Property.

(a) Schedule 4.10(a) lists all real property (the "Owned Property") owned by Seller as of the date hereof.

(b) Schedule 4.10(b) sets forth a correct and complete list, as of the date of this Agreement, of each material item of tangible property (excluding Inventory and leasehold improvements) owned by Seller (the "Tangible Property"), excluding the Tangible Property located at Fort Kent, Maine.

(c) Seller has good and marketable title to the Tangible Property and the Assets which constitute real or personal property owned by Seller.

(d) The Assets are in good condition and repair (subject to routine maintenance and repair for similar assets of like age and use) and are usable in the Ordinary

Course of Business. All of the Assets are located at one of the Leased Real Properties. At the Closing, Seller will convey to Purchaser good, marketable and insurable title to the Assets owned by Seller and a valid and subsisting leasehold interest in the Assets leased by Seller, in each case free and clear of all Liens, except for Closing Permitted Liens.

4.11 Insurance. Schedule 4.11 sets forth a complete list of all insurance policies and binders in place for the benefit of the Business and Assets.

4.12 Intellectual Property. Except as set forth on Schedule 4.12 hereto, (a) Seller owns, or is licensed or otherwise has the right to use, all Intellectual Property used in or necessary for the conduct of the Business as currently conducted, (b) no claims are pending or, to Seller's Knowledge, threatened that Seller is infringing on or otherwise violating the rights of any Person with regard to any Intellectual Property and (c) to Seller's Knowledge, no Person is infringing on or otherwise violating any right of Seller with respect to any Intellectual Property owned by and/or licensed to Seller. Schedule 4.12 identifies (a) patents, patent applications, all registered and unregistered trademarks, and all licenses, agreements or other permissions of Seller, (b) each material license, agreement or other permission which Seller has granted to any third party with respect to any Intellectual Property used in the Business and (c) each material item of Intellectual Property that any third party owns and that Seller uses in connection with the Business.

4.13 Litigation, etc. Except as set forth in Schedule 4.13, there is no pending Action or, to Seller's Knowledge, threatened Action against or affecting, the Assets or the Business, nor is there any Order of any Governmental Authority outstanding against the Seller other than (i) Actions to recover money for goods sold or services performed prior to the commencement of the Bankruptcy Case or (ii) Actions asserting employment-related claims against the Seller.

4.14 Compliance with Laws. Seller is in compliance with all Laws and Orders applicable to it. The Business and operations of Seller are not being operated by Seller in violation of any Laws or Orders.

4.15 Intentionally Blank.

4.16 Labor and Employment Matters. Seller is not a party to any collective bargaining agreement, union contract or similar agreement.

4.17 Intentionally Blank.

4.18 Affiliate Transactions. There are no agreements (oral or written) between Seller, on the one hand, and any Affiliate thereof, on the other hand, constituting Assets or Assumed Liabilities.

4.19 Material Contracts.

(a) Schedule 4.19(a) contains an accurate and complete list of each of the following Contracts to which Seller is a party (collectively, the "Material Contracts"):

(i) Contracts (other than customer or supplier contracts or purchase orders entered into the ordinary course of business) for the future acquisition or sale of any assets or the furnishings of any services in excess of \$10,000;

(ii) Contracts outside the Ordinary Course of Business which involve expenditures or receipts in excess of \$10,000;

(iii) Contracts entered into after the date and time of the filing of the Bankruptcy Code which involve expenditures or receipts by or to Seller in excess of \$10,000, other than any Contract that can be terminated by Seller upon less than 90 days' prior notice without penalty;

(iv) Contracts relating to the acquisition or disposition by Seller of any operating business, product line or a material amount of assets, or the acquisition by Seller of capital stock of any other Person;

(v) Contracts with any current or former officer, director or employee of Seller;

(vi) Contracts with any labor union or association representing employees;

(vii) Contracts requiring the payment by or to Seller of a royalty or similar commission or fee of more than \$10,000 in any 12-month period;

(viii) Contracts (i) relating to the creation of Liens or the guarantee of the payment of Liabilities and Costs or performance of obligations of any other Person by Seller and (ii) constituting Assumed Contracts;

(ix) Contracts for the lease of property from or to third parties involving annual payments in any one case of more than \$10,000;

(x) all individual customer orders in excess of \$10,000; and

(xi) Contracts containing covenants of Seller prohibiting or materially limiting the right to compete in the Business or restricting its ability to conduct the Business with any Person or in any geographical area.

(b) Except as otherwise set forth in Section 4.19(b), each Material Contract (other than those which will have terminated or expired on or prior to the Closing Date in accordance with their terms) is in full force and effect and is a valid and binding obligation of Seller, and, to Seller's Knowledge, the other parties thereto, enforceable in accordance with its terms, except as enforceability may be affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing. No event has occurred which (whether with or without notice or lapse of time or both) would constitute a non-

monetary default by Seller. True, correct and complete copies (or, if oral, written summaries) of the Material Contracts have been delivered to Purchaser.

4.20 Brokers Fees. Seller has not dealt with a broker, finder or consultant in connection with any of the transactions contemplated by this Agreement and no Person is entitled to any commission or finder's fee in connection with the transactions contemplated by this Agreement.

4.21 Effect of Transaction. No creditor, vendor, supplier or material customer of Seller has informed Seller that such Person intends to change the relationship in an adverse way following the purchase and sale of the Assets by Purchaser nor, to Seller's Knowledge, has any such intent been expressed.

4.22 Product Liability. Except as set forth on Schedule 4.22, all products sold, distributed, installed, used, delivered or held in inventory in connection with the Business (including, without limitation, all documentation furnished in connection therewith) conform in all material respects with all applicable contractual commitments and with all express and implied warranties, and Seller has no Liability and Cost (and, to Seller's Knowledge, there is no basis for any present or future proceeding giving rise to any Liability and Cost) for replacement or repair thereof or other damages in connection therewith. No product sold, distributed, used or delivered by Seller in connection with the Business is subject to any guaranty, warranty or other indemnity beyond the applicable standard terms and conditions of sale.

4.23 Permits. Seller holds all Permits, if any, that are required by any Governmental Authority to allow it to conduct the Business and to own the Assets.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PURCHASER

As an inducement to Seller to enter into and perform this Agreement, and in consideration of the covenants of Seller contained herein, Purchaser represents and warrants to Seller (regardless of any examinations, inspections, audits and other investigations Seller has heretofore made, or may hereafter make, with respect to such representations and warranties) as follows:

5.1 Organization; Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all requisite corporate power to own, operate and lease its properties and assets, and to carry on its business as currently conducted.

5.2 Authorization; Validity. Purchaser has the corporate power and authority necessary to enter into and perform its obligations under this Agreement. The execution, delivery and performance by Purchaser of this Agreement has been duly authorized by all necessary corporate action on the part of Purchaser and no other corporate proceedings on the part of Purchaser are necessary to approve the consummation of the transactions contemplated hereby or thereby. This Agreement has been duly executed and delivered by Purchaser and

constitute the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with the terms hereof or thereof, except to the extent enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws of general application affecting the enforceability of creditors' rights generally or by general principles of equity.

5.3 No Conflict. Neither the execution or the delivery by Purchaser of this Agreement, the performance of its obligations hereunder or thereunder nor the consummation of the transactions contemplated hereby or thereby to be consummated by Purchaser in accordance with the terms and conditions hereof or thereof, will conflict with or violate or constitute a default (or an event which with notice or lapse of time or both could become a default) under any terms, conditions or provisions of (a) Purchaser's certificate of incorporation or by-laws or (b) any Law, Order or Contract by which Purchaser is bound or to which either Purchaser or their respective assets are subject, except, in the case of this clause (b), any conflict, violation, breach or default which could not reasonably be expected to have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement, or on any aspect of the transactions contemplated by this Agreement.

5.4 No Consents. No Consent of any Person is required to be obtained by Purchaser in connection with the execution and delivery by Purchaser of this Agreement or the consummation by Purchaser of the transactions contemplated thereby to be performed by Purchaser.

ARTICLE VI

COVENANTS AND AGREEMENTS

6.1 Further Actions. Prior to the Closing Date, each of the parties to this Agreement agrees to use its commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to satisfy the conditions to the other parties' obligation to consummate and make effective the transactions contemplated by this Agreement, including using its commercially reasonable efforts: (i) to defend any lawsuits or other Actions, whether judicial or administrative, whether brought derivatively or on behalf of third parties (including any Governmental Authority), challenging this Agreement or the consummation of the transactions contemplated hereby; and (ii) to furnish to each other such information and assistance as reasonably may be requested in connection with the foregoing.

6.2 Notices and Consents. As promptly as practicable after the date hereof, the Parties will, and will cause their respective Affiliates and representatives to, use t commercially reasonable efforts to obtain all necessary Consents to the assignment to Purchaser of those licenses and Permits which are by Law or by their terms assignable to Purchaser.

6.3 Operation of Business. Prior to the Closing Date, Seller will conduct its operations only in the Ordinary Course of Business and, to the extent consistent therewith, use its commercially reasonable efforts to preserve intact its present business organization, preserve its relationships with suppliers, customers, distributors and others having business dealings with it and take such other actions as are reasonably necessary to cause an efficient transition to

Purchaser of the Business and Assets at the Closing. Without limiting the generality of the foregoing, Seller agrees that it will not:

- (a) acquire by merger, consolidation, purchase of stock or assets or otherwise any Person;
- (b) other than in the Ordinary Course of Business, incur any indebtedness or enter into any Contract which would constitute an Assumed Liability or an Assumed Contract;
- (c) fail to use its best efforts to prevent the creation of or existence of any Encumbrance or Lien (other than Permitted Liens) on any Assets, other than in the Ordinary Course of Business;
- (d) acquire or dispose of any Assets or rights, other than in the Ordinary Course of Business or as otherwise ordered by the Bankruptcy Court;
- (e) make any change in its accounting methods, policies or practices, unless mandated by GAAP;
- (f) delay or postpone the payment of accounts payable and other Liabilities and Costs of Seller, other than in each case in the Ordinary Course of Business;
- (g) fail to comply in any material respect with any Laws or perform any material obligation under any Assumed Contract;
- (h) enter into any lease relating to the Business requiring payments by Seller in excess of \$10,000 or continuing for a period of more than 6 months;
- (i) fail to maintain in all material respects the Assets in good working order and condition, ordinary wear and tear expected;
- (j) fail to keep in full force and effect present insurance policies or other comparable insurance benefiting the Assets and the conduct of the Business;
- (k) materially increase the compensation or benefits (other than regularly scheduled pay increases) of any of its employees, former employees or directors, or pay any pension or retirement allowance to any such employees, former employees or directors, in each case, not required by any existing Plan or agreement, or become a party to, amend or commit itself to or fund or otherwise establish any trust or account related to any Plan with or for the benefit of any employee, former employee or director; or
- (l) commit to do any of the foregoing.

6.4 Entry of Sale Order. Seller shall request prompt hearings relative to, and the Parties shall (i) use commercially reasonable efforts to obtain, entry of the Sale Order, and (ii) take all other actions reasonably necessary to implement this Agreement and the sale of the Assets to Purchaser in accordance with any Order of the Bankruptcy Court.

6.5 Access to Information. Prior to the Closing, Seller, its officers, employees, accountants, and representatives will give Purchaser and its representatives reasonable access to the offices, properties, books and records (including Tax Returns) and personnel of Seller during normal business hours and upon reasonable prior notice.

6.6 Employee Benefit Arrangements.

(a) Seller shall be responsible for any and all liabilities or obligations arising under the WARN Act, if any, arising out of or resulting from layoffs of employees prior to the Closing and/or the consummation of the transactions contemplated by this Agreement, and Seller shall remain liable for any and all costs and expenses associated with termination and severance of all employees of Seller (unless otherwise constituting an Assumed Liability), including any obligation imposed on Seller or Purchaser to provide such employees with continued health, disability or life insurance or other benefits (whether covered by insurance or not).

(b) Notwithstanding anything to the contrary contained herein, nothing contained herein shall be construed by any individual to be a guarantee of employment by Purchaser or the terms or duration thereof and, except as identified in Section 7.2(i), Purchaser shall not be obligated to hire or employ any individual employed by Seller.

6.7 Consents and Best Efforts. The Parties will use commercially reasonable efforts to obtain as promptly as practicable all Consents of any Governmental Authority or other Person required in connection with the consummation of the transactions contemplated by this Agreement, other than Consents that are not required in connection with the assumption and assignment of the Assumed Contracts to Purchaser. The Parties shall use their commercially reasonable best efforts to (i) obtain Bankruptcy Court approval of the assumption by Seller and the sale and assignment to Purchaser of the Assumed Contracts and (ii) subject to the provisions of Section 6.2 hereof, obtain all other Consents, approvals and novations required in connection with the consummation of the transactions contemplated by this Agreement, including all other Consents, approvals and novations required by Seller to sell the Assets to Purchaser and for Seller to assume, sell and assign the Assumed Contracts to Purchaser. In addition, subject to the terms and conditions herein provided, the Parties covenant and agree to use commercially reasonable efforts to take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or appropriate to consummate and make effective the transactions contemplated hereby and to cause the fulfillment of the Parties' obligations hereunder.

6.8 Access to Records. Purchaser and Seller shall provide reasonable access to any records thereof relating to the consummation of this transaction (including the records described in Section 2.1(f) hereof) to the other or to any trustee appointed in the Bankruptcy Case or any case under chapter 7 of the Bankruptcy Code to which the Bankruptcy Case may be converted for a period of two (2) years following the Closing Date.

6.9 Certain Agreements. To the extent a Liability and Cost of Seller which constitutes an Assumed Liability is covered by a casualty or liability insurance policy or binder maintained by Seller prior to the Closing, Seller agrees to, at the request of Purchaser and at Purchaser's cost and expense, present a claim for coverage under such insurance policy or

binder on behalf of Purchaser or Purchaser may, on behalf of and in the name of Seller and at Purchaser's cost and expense, pursue a claim for coverage under such insurance policy or binder, unless the Bankruptcy Case has been dismissed or converted to a case under chapter 7 of the Bankruptcy Code. All insurance recoveries relating to such Assumed Liability shall belong to Purchaser.

6.10 Assumed and Assigned Contracts; Excluded Contracts.

(a) Assumed Contracts. Schedule 6.10(a) sets forth a list of Contracts which shall constitute "Assumed Contracts." Subject to the approval of the Bankruptcy Court and pursuant to the Sale Order, the Assumed Contracts will be sold and assigned to Purchaser free and clear of all Liens, Claims and Encumbrances, except for Assumed Liabilities, on the Closing Date under Sections 363 and 365 of the Bankruptcy Code. Seller shall, consistent with its current financial condition and the Bankruptcy Case, use its best efforts to promptly comply with and perform any obligations under the Assumed Contracts arising from and after the date hereof and through the Closing Date. All Assumed Contracts shall be sold and assigned to Purchaser free and clear of all Liens, Claims and Encumbrances, except for Assumed Liabilities, at the Closing. Notwithstanding Schedule 6.10(a) hereto, (i) Purchaser shall not be required to make its final determination, which determination shall be in Purchaser's sole discretion, as to which Contracts shall constitute "Assumed Contracts" until the later of (a) September 29, 2003, and (b) two days after the Cure Amount related to a Contract is determined by either an agreement among the Purchaser, the Seller and the counterparty to the applicable Contract or by a Final Order, and (ii) upon Purchaser providing to Seller such final determination of the Contracts that shall constitute "Assumed Contracts", Seller shall immediately thereafter amend Schedule 6.10(a) to this Agreement and file in and give proper notice of such amended schedule in the Bankruptcy Case of Purchaser's final determination of Assumed Contracts.

(b) To the extent, that notwithstanding Section 365 of the Bankruptcy Code, the assignment of any Contract or any Permit relating to the Business or the Assets to be assigned to Purchaser pursuant to this Agreement shall require the consent of any other party, this Agreement shall not constitute a contract to assign the same if any attempted assignment would constitute a breach thereof. Seller shall use commercially reasonable efforts, and the Purchaser shall cooperate where appropriate, to obtain any consent necessary to any such assignment. If any such consent is not obtained, then Seller shall cooperate with Purchaser in any reasonable arrangement requested by the Purchaser designed to provide to the Purchaser the benefits under any such Contract or Permit, including enforcement of any and all rights of Seller against the other party thereto arising out of breach or cancellation thereof by such other party or otherwise.

(c) Cooperation. If, after the date hereof, the Parties discover a Contract which the parties in good faith agree should have been treated as an Assumed Contract hereunder, the Parties will take such action as may be reasonably necessary to assume and assign such Contract if requested in writing by Purchaser and if Purchaser pays, at its own expense, all amounts necessary for the assumption and assignment of such Contract by Seller.

6.11 Bankruptcy Court Approval.

(a) Seller shall use commercially reasonable efforts to obtain entry by the Bankruptcy Court of the Sale Order.

(b) Seller shall promptly make any filings, take all actions, and use its best efforts to obtain any and all other approvals and orders necessary or appropriate for consummation of the sale of the Assets, subject to their obligations to comply with any order of the Bankruptcy Court.

(c) In the event an appeal is taken, or a stay pending appeal is requested, from the Sale Order, Seller shall immediately notify Purchaser of such appeal or stay request and shall provide to Purchaser within one Business Day after Seller's receipt thereof a copy of the related notice of appeal or order of stay. Seller shall also provide Purchaser with written notice of any motion or application filed in connection with any appeal from the Sale Order.

(d) Purchaser shall cooperate in providing such information and evidence as is necessary to obtain the entry, by the Bankruptcy Court, of the Procedures Order and the Sale Order.

6.12 Bankruptcy Filings. From and after the date hereof until the Closing Date, Seller shall deliver to Purchaser copies of all pleadings, motions, notices, statements, schedules, applications, reports and other papers that Seller files in the Bankruptcy Case which relate or affect the transactions contemplated hereby within one day after filing.

6.13 Power of Attorney; Right of Endorsement, Etc. Effective as of the Closing, Seller hereby constitutes and appoints Purchaser and its successors and assigns the true and lawful attorney of Seller with full power of substitution, in the name of Purchaser or the name of Seller, on behalf of and for the benefit of Purchaser, (a) to collect all Assets, (b) to endorse, without recourse, checks, notes and other instruments attributable to the Assets, (c) to defend and compromise all actions, suits or proceedings with respect to any of the Assets, (d) to institute and prosecute all proceedings which Purchaser may deem proper in order to collect, assert or enforce any claim, right or title in or to the Assets and (e) to do all such reasonable acts and things with respect to the Assets as Purchaser may deem advisable, subject to the consent of Seller, which consent shall not be unreasonably withheld. Seller agrees that the foregoing powers are coupled with an interest and shall be irrevocable by Seller directly or indirectly by the dissolution of Seller or in any other manner. Purchaser shall retain for its own account any amounts lawfully collected pursuant to the foregoing powers and Seller shall promptly pay to Purchaser any amounts received by Seller after the Closing with respect to the Assets to which Purchaser may be entitled.

6.14 Allocation of Purchase Price. For federal income tax purposes only, Purchaser shall be deemed to have delivered cash in the amount of the Total Purchase Price for the Assets, and to have assumed liabilities in the amount equal to the cost of satisfying the Assumed Liabilities (as determined by Purchaser's accountants). The Total Purchase Price shall be allocated among the Assets and the Assumed Liabilities in accordance with a statement (the "Statement of Allocation") prepared in good faith by Purchaser's accountants and in accordance

with section 1060 of the Code, the form and substance of which shall be approved by Seller which approval shall not be unreasonably withheld. Purchaser's accountants shall deliver the Statement of Allocation to Seller within 20 days of the date hereof. Seller shall complete and execute a Form 8594 Asset Acquisition Statement under section 1060 of the Code promptly upon receipt of such allocation, in a manner consistent with the Statement of Allocation, deliver a copy of such form to Purchaser and file a copy of such form with Seller's Tax Returns for the period that includes the Closing Date. None of the parties hereto shall take any action inconsistent with the Statement of Allocation prepared in accordance with this Section 6.14.

6.15 Non-Costco Inventory. Purchaser shall use commercially reasonable efforts to sell all Non-Costco Inventory acquired from Seller within a reasonable time after the Closing in one or more transactions designed to maximize the gross revenue derived from such sale or sales.

ARTICLE VII

CONDITIONS TO OBLIGATIONS

7.1 Conditions to Obligations of Seller. All obligations of Seller under this Agreement are subject to the fulfillment, unless waived in writing at the sole option of Seller, at or prior to the Closing Date, of each of the following conditions precedent:

(a) Representations and Warranties. The representations and warranties of Purchaser herein contained shall be true and correct in all material respects on and as of the Closing Date (except that any representation or warranty which by its terms is (i) made as of a specified date in which case it shall be true and correct in all material respects as of such specified date or (ii) qualified by a reference to materiality or Material Adverse Effect, in which case such representation and warranty as so qualified shall be true in all respects) with the same force and effect as though made on and as of said date, except as affected by the transactions contemplated or permitted by this Agreement.

(b) Covenants. Purchaser shall have performed in all material respects all of the obligations and agreements and complied in all material respects with all of the covenants contained in this Agreement to be performed and complied with by it at or prior to the Closing Date.

(c) Closing Documents. Seller shall have received all reports, agreements, certificates, instruments and other documents required to be delivered by Purchaser on the Closing Date pursuant to Section 8.3, and the form and substance of all such reports, agreements, certificates, instruments and other documents shall be reasonably satisfactory to Seller.

(d) Absence of Orders; Actions. No Law or Order shall have been enacted, entered, issued, promulgated or enforced by any Governmental Authority which prohibits or materially restricts the transactions contemplated by this Agreement. No Action before any court or any other Governmental Authority shall have been commenced and be continuing, no

investigation by any Governmental Authority shall have been commenced and be continuing, and no Action by any Governmental Authority shall have been threatened against Purchaser or Seller to restrain, prevent or challenge the transactions contemplated hereby or questioning the validity or legality of any of such transactions, or seeking damages in connection with the same.

(c) Third Party Consents. Purchaser shall have obtained all Consents required to be obtained by it in connection with the transactions contemplated by this Agreement, except for such Consents the failure of which so to have been obtained would not have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement, or on any aspect of the transactions contemplated by this Agreement.

(f) Purchase Price. In accordance with Section 2.5, Purchaser shall pay or cause to be paid to Seller the Purchase Price due at Closing.

(g) Bankruptcy Court Order. The Sale Order has been entered by the Bankruptcy Court and has become a Final Order.

(h) Wormser Company Guaranty. Wormser Company shall have executed and delivered a guaranty of Purchaser's obligations under Section 2.7 hereof, which guaranty shall be in a form reasonably acceptable to Seller and Purchaser.

7.2 Conditions to the Obligations of Purchaser. All obligations of Purchaser under this Agreement are subject to the fulfillment, unless waived in writing at the sole option of Purchaser, at or prior to the Closing Date (unless a different time is expressly set forth below), of each of the following conditions precedent:

(a) Representations and Warranties. The representations and warranties of Seller herein contained shall be true and correct in all material respects on and as of the Closing Date (except that any representation or warranty which by its terms is (i) made as of a specified date in which case it shall be true and correct in all material respects as of such specified date or (ii) qualified by a reference to materiality or Material Adverse Effect in which case such representation and warranty as so qualified shall be true in all respects) with the same force and effect as though made on and as of said date, except as affected by transactions contemplated or permitted by this Agreement.

(b) Covenants. Seller shall have performed in all material respects all of the obligations and agreements and complied in all material respects with all of the covenants contained in this Agreement to be performed and complied with by Seller on or prior to the Closing Date.

(c) Closing Documents. Purchaser shall have received all reports, agreements, certificates, instruments and other documents required to be delivered by Seller on the Closing Date pursuant to Section 8.2, and the form and substance of all such reports, agreements, certificates, instruments and other documents shall be reasonably satisfactory to the Purchaser.

(d) Absence of Orders; Actions. No Law or Order shall have been enacted, entered, issued, promulgated or enforced by any Governmental Authority which prohibits or materially restricts the transactions contemplated by this Agreement. No Action before any court or any other Governmental Authority shall have been commenced and be continuing, no investigation by any Governmental Authority shall have been commenced and be continuing, and no Action by any Governmental Authority shall have been threatened against Purchaser or Seller seeking to restrain, prevent or challenge the transactions contemplated hereby or questioning the validity or legality of any of such transactions, or seeking damages in connection with the same.

(e) Third Party Consents. Seller shall have obtained all Consents required to be obtained by it (or which it is required to use its best efforts to obtain) in connection with the transactions contemplated by this Agreement.

(f) No Material Adverse Effect. Since the date of this Agreement, no event shall have occurred which has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(g) Bankruptcy Court Order. The Sale Order has been entered by the Bankruptcy Court in form and substance reasonably acceptable to Purchaser and has become a Final Order, and all obligations of Seller therein shall have been satisfied to the reasonable satisfaction of Purchaser, unless Purchaser, in its sole discretion, waives the requirement that such Sale Order be a Final Order.

(h) Permits. Purchaser shall have all Permits that are required by any Governmental Authority to allow it to conduct the Business and to own and use the Assets, or except where such Permits, by law or rules and regulations of the Governmental Authority, cannot be obtained prior to Purchaser's ownership of the Assets and the Business.

(i) Employment Agreements. On or before September 29, 2003, Purchaser shall have entered into employment agreements in form and substance reasonably acceptable to Purchaser (or such other employment arrangements) with each of Michael J. Gans and Cindy Lapidus.

ARTICLE VIII

CLOSING

8.1 Closing Transactions. All documents and other instruments required to be delivered at the Closing shall be regarded as having been delivered simultaneously, and no document or other instrument shall be regarded as having been delivered until all have been delivered.

8.2 Deliveries by Seller to Purchaser. At the Closing, Seller shall deliver or cause to be delivered to Purchaser:

- (a) the duly executed Bill of Sale;

- (b) the duly executed Assumption Agreement;
- (c) the Sale Order or other Order of the Bankruptcy Court assigning, or assignments fully executed by Seller assigning, selling and transferring, the Assumed Contracts to Purchaser;
- (d) the Sale Order, other Order of the Bankruptcy Court, or other documentation evidencing the release of all Liens on the Assets, other than the Closing Permitted Liens, in form and substance reasonably satisfactory to Purchaser;
- (e) an escrow agreement between Seller, Purchaser and an escrow agent in form reasonably satisfactory thereto with respect to the Escrow Amount; and
- (f) such other instruments and documents as are required by any other provisions of this Agreement to be delivered on the Closing Date by Seller to Purchaser.

8.3 Deliveries by Purchaser to the Seller. At the Closing, Purchaser shall deliver or cause to be delivered to Seller:

- (a) an amount equal to the Purchase Price;
- (b) a certificate of the Secretary or Assistant Secretary of Purchaser certifying to: (i) the by-laws of Purchaser; (ii) the resolutions of the Board of Directors of Purchaser approving the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby; and (iii) the incumbency and signatures of the officers of Purchaser executing this Agreement and any other certificate or document delivered in connection herewith;
- (c) a certificate executed by the President and a Vice President or the Treasurer of Purchaser, dated as of the Closing Date, certifying that all representations and warranties of Purchaser herein contained were true, correct and complete in all material respects as of the Closing Date (other than any representation or warranty which by its terms is (i) made as of a specified date, which shall be true, correct and complete in all material respects as of such date or (ii) qualified by a reference to materiality or material adverse effect in which case it as so qualified shall be true in all respects) as if made thereon and that Purchaser has performed or complied in all material respects with all of the covenants and obligations required by this Agreement to be performed or complied with by it on or prior to the Closing Date;
- (d) the certificate of incorporation of Purchaser certified by the Secretary of State of its jurisdiction of incorporation and certificate of existence or good standing therefrom;
- (e) the duly executed Assumption Agreement;
- (f) the guaranty described in Section 7.1(h) hereof;
- (g) the escrow agreement referenced in Section 8.2(e); and

(h) such other instruments and documents as are required by any other provisions of this Agreement or any agreement executed in connection herewith to be delivered on the Closing Date by Purchaser to Seller.

ARTICLE IX

TERMINATION

9.1 Termination. This Agreement may be terminated prior to the Closing and the transactions contemplated hereby may be abandoned:

- (a) by the mutual written consent of Purchaser and Seller;
- (b) by Seller, upon written notice from Seller to Purchaser, if the Closing has not taken place on or prior to October 13, 2003 other than by reason of a material breach of this Agreement by Seller;
- (c) by Purchaser, upon written notice to Seller, if the Closing has not taken place on or prior to October 13, 2003, other than by reason of a material breach of this Agreement by Purchaser;
- (d) by Purchaser or Seller, upon written notice to the other, if there shall be in effect a non-appealable order of a court of competent jurisdiction permanently prohibiting the consummation of the transactions contemplated hereby, or otherwise altering the terms of any of the foregoing in any material respect;
- (e) by Seller if Purchaser is in material breach of any representation, warranty, covenant or agreement under this Agreement which is not curable or, if curable, is not cured by October 13, 2003 (and Seller is not in material breach of any representation, warranty, covenant or agreement under this Agreement);
- (f) by Purchaser if Seller is in material breach of any representation, warranty, covenant or agreement under this Agreement which is not curable or, if curable, is not cured by October 13, 2003 (and Purchaser is not in material breach of any representation, warranty, covenant or agreement under this Agreement);
- (g) by Purchaser if,
 - (i) the Bankruptcy Case is dismissed or converted to Chapter 7 of the Bankruptcy Code or a trustee is appointed for Seller;
 - (ii) the Sale Order shall not have been entered within 45 days after the date the Procedures Order is entered; or
 - (iii) the Sale Order shall not have become a Final Order by October 13, 2003;

(h) by Purchaser or Seller, if the Bankruptcy Court approves a Competing Proposal; or

(i) by Seller or Purchaser if, at or prior to the Closing Date, any condition set forth herein for the benefit of Seller or Purchaser, respectively, shall not have been timely met and cannot be met prior to October 13, 2003 and has not been waived if the party seeking to terminate this Agreement pursuant to this clause (i) is not the cause for the failure of such condition.

9.2 Status of Agreement after Termination. Upon any termination of this Agreement pursuant to Section 9.1, this Agreement shall become void and shall have no effect; except for those obligations in Section 9.2 and Article X hereof, which shall survive the termination of this Agreement in accordance with its terms.

9.3 Termination Fee.

(a) If the Bankruptcy Court approves a Competing Proposal and Seller consummates the sale of the Business pursuant to such Competing Proposal, the Termination Fee will be wired in immediately available funds to an account designated by Purchaser on the day the sale of the Business is consummated pursuant to such Competing Proposal.

(b) The Termination Fee shall be entitled to an administrative claim status pursuant to Sections 105, 503 and 507(a) of the Bankruptcy Code.

(c) Except as specifically provided in this Article IX, whether or not the transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such expenses.

ARTICLE X

GENERAL PROVISIONS

10.1 Survival. The representations and warranties contained in this Agreement shall terminate as of the Closing.

10.2 Notices. All waivers, notices, consents, demands, requests, approvals and other communications which are required or may be given hereunder shall be in writing and shall be deemed to have been duly given when hand-delivered, sent by telecopier, delivered by national overnight courier service, or 72 hours after mailed by certified first class mail, return receipt requested, postage prepaid, as follows:

(a) If to Seller:

Kent, Inc.
1333 Broadway

Suite 1107
New York, New York 10018
Attention: Michael J. Gans
Telephone: (212) 244-7874
Facsimile: (212) 868-3049

with a simultaneous copy by the same means to:

Bernstein, Shur, Sawyer & Nelson
100 Middle Street
P.O. Box 9729
Portland, Maine 04104-5029
Attention: Michael A. Fagone, Esq.
Telephone: (207) 774-1200
Facsimile: (207) 774-1127

(b) If to Purchaser:

KENT ACQUISITION CO.
c/o Wynnchurch Capital Partners
Two Conway Park
150 Field Drive, Suite 165
Lake Forest, IL 60045
Attention: John A. Hatherly
Telephone: (847) 604-6100
Facsimile: (847) 604-6105

with a copy to:

Winton & Strawn LLP
35 West Wacker Drive
Chicago, IL 60601
Attention: Gregory J. Bynan
Telephone: (312) 558-5600
Facsimile: (312) 558-5700

or to such other address or to such other Person as may be designated by a party by written notice to the other parties hereto.

10.3 Binding Effect; Benefits. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns; provided, however, that, nothing in this Agreement shall be construed to confer any rights, remedies, obligations or liabilities on any Person other than the parties hereto or their respective successors and assigns.

10.4 Public Announcements. The parties hereto shall advise and consult with each other prior to the making of any public announcement with respect to the transactions contemplated hereby and, in any event, shall not issue any press releases, make any public

announcement or statement without the consent of the other parties, except for filings, or registrations which may be required by Law.

10.5 Entire Agreement. This Agreement, together with its Schedules, embody the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes any prior agreement or understanding between the parties with respect to the subject matter thereof (including, without limitation, the Letter Agreement).

10.6 Waivers and Amendments. Except as provided below, this Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by Purchaser and Seller or, in the case of a waiver, by Purchaser or Seller, as the case may be, waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver on the part of any party of any such right, power or privilege, and no single or partial exercise of any such right, power or privilege, shall preclude any further exercise thereof or the exercise of any other such right, power or privilege.

10.7 Counterparts. This Agreement may be executed (including by facsimile transmission) with counterpart signature pages or in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

10.8 Headings. Headings of the Sections and paragraphs in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

10.9 Assignment. This Agreement may not be assigned by any party without the prior written consent of the others. Notwithstanding the foregoing, Purchaser may, without the consent of the other parties hereto, assign and delegate its obligations and rights hereunder to an Affiliate or Affiliates or lender of Purchaser, but no such assignment shall relieve Purchaser of its obligations hereunder. Notwithstanding the foregoing, Seller shall be permitted to assign its rights hereunder if authorized to do so by the Sale Order or other Final Order of the Bankruptcy Court.

10.10 Applicable Law. This Agreement shall be governed and construed and interpreted in accordance with the laws of the State of Delaware, without regard to choice of laws principles, and, to the extent applicable, the federal laws of the United States of America.

10.11 Jurisdiction. Each of the Parties irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court and, subject to the terms of the Sale Order, the courts of the State of Maine and of the United States of America sitting in Maine, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that the venue thereof may not be appropriate, that such suit, action or proceeding is improper or that this Agreement or any of the documents referred to in this Agreement may not be enforced in or by said courts, and each party hereto irrevocably agrees that all claims with respect to such suit, action or proceeding shall be heard and determined in such Bankruptcy Court or a Maine state or federal court. Each party hereby

irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by delivering a copy thereof to such party in the manner provided in this Section 10.2 and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by Law.

10.12 Waiver of Jury Trial. To the fullest extent permitted by Law, each of the parties hereto hereby knowingly, voluntarily and intentionally waives its respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement or any dealings between them relating to the subject matter of this Agreement. Each party hereto (a) certifies that none of their respective representatives, agents or attorneys has represented, expressly or otherwise, that such party would not, in the event of litigation, seek to enforce the foregoing waivers and (b) acknowledges that it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications herein.

10.13 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, each of which shall remain in full force and effect.

10.14 Third Party Beneficiaries. Nothing in this Agreement shall confer any rights upon any Person other than the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

10.15 Disbursements by Seller. Seller agrees that it will disburse any funds received by them pursuant hereto in accordance with all Orders of the Bankruptcy Court.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first set forth above.

KENT INC.

By: 

Name: M.J. GANS

Title Pres. + CEO

KENT ACQUISITION CO.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first set forth above.

KENT, INC.

By: _____
Name:
Title

KENT ACQUISITION CO.

By: _____
Name: John Flatherly
Title:

TRADEMARK
REEL: 002949 FRAME: 0605

Schedule 2.1(b)

List of acquired machinery, equipment, furniture and fixtures

The following table presents a list of all equipment, furniture and fixtures to be acquired in conjunction with Kent's Greenville, SC office:

Computers			
Chip Set Type	Hard Disk Space	Memory	User
Celeron	4 GB	64 MB	Abhi
Celeron	4 GB	64 MB	Spare
P3	9 GB	256 MB	Ann
P2	17 GB	128 MB	Janice
P3	9.52 GB	128 MB	Ed
P4	19.1 GB	256 MB	Jodi
P3	9.3 GB	256 MB	Krisli
P4	18.6 GB	256 MB	Jackie

Printers
HP 4050 Laserjet
Epson C42UX
HP 1000 Laserjet
HP 8P Laserjet
HP 897 Inkjet
Lexmark Z 43

Servers	Quantity	Comments
Compaq Proliant ML 370	2	Used as File Server and Metaframe Server
UPS	2	Used for Backup Power on the Server

Other Electronic Hardware	Quantity	Comments
3 Com NBX 100 Phone System	1	Basic Phone System
3 Com Telephone Model 1102	9	User Desk Phones
Generic Router Switches	2	Used for LAN Connectivity

Hardware and Furniture	Quantity	Comments
Chairs	19	
Conference Table	1	
Desks	4	
Filing Cabinets	17	Various Sizes for Office Filing Purposes
Porch Metal Chairs	3	

Schedule 2.1(b) – cont'd

The following table presents a list of all equipment, furniture and fixtures to be acquired in conjunction with Kent's 1333 Broadway, New York office:

<u>Cindy</u>	<u>Mike</u>	<u>Kelly</u>
Desk	Desk	Desk w/return & bookshelf
Desk Chair	Desk Chair	Computer (Dell Dimension L)
Credenza	Credenza	HP Printer
Computer desk	Computer desk	2 Phones
Laser Printer	Docking Station	Black File Cabinet
Round Table	Computer Monitor	Paper Shredder
4 Highback Chairs	Deskjet Printer	Bulletin Board
Bookcase	Computer Keyboard	2 Desk Chairs
2 Wall Grids	2 Conference Chairs	Epson Printer
2 Phones	2 Tan Chairs	refridgerator
	Bar	
	2 Phones	

<u>Jay</u>	<u>Bernie</u>	<u>Reception</u>
Desk w/return	Desk w/return	Computer (Dell Dimension L)
Desk Chair	Credenza	Laser Printer
1 Office Chair	Deskjet Printer	Keyboard Shelf
Phone	Chair	Chair
	Docking Station	Clock
	Computer Keyboard	Phone
	Phone	Rolling File Cabinet
		Black File Cabinet
		Entrance table
		Electric Stapler

<u>Showrooms</u>	<u>Office Supply/Back Office Area</u>	<u>Lor</u>
Round Table	Credenza	Desk w/return & bookshelf
Conference Table	Microwave Oven	Side Island-attached to desk
4 Highback Chairs	Watercooler/Refridgerator (leased?)	Small Bookcase
6 Conference Chairs	Stereo	Large Bookcase
4 Wall Grids	Purple iMAC Computer	2 Wall Grids
Phone	Phone	Power MAC G4 Computer
TV/VCR Combo	Tan File Cabinet	Laptop Computer
Glass Table	Black File Cabinet	5 Thread Racks
Small Table	Electric Pencil Sharpener	Printer
		2 Chairs
		2 File cabinets
		Scanner
		Zip drive
		2 bulletin boards
		Fan
		Portable Radio

<u>Suite 1115 office</u>	<u>Conference Room</u>	<u>Misc</u>
2 Desks w/return & bookshelf	Credenza	Overhead Projector
Large file cabinet	Conference Table	Vacuum
Power MAC G4 Computer	Rolling Rack	Dustbuster
Scanner	B/W Copier	6 Sample Cases
Zip drive	Fax Machine	Dry Erase Board & Stand
	Tan File Cabinet	Small Hand Cart
3 Large Metal Shelves	4 Conference Chairs	Toshiba/Strala Telephone System
Fan	2 Wall Grids	
2 Phones	Fabric Punch & Scale	
Deskjet Printer	Phone	
2 chairs		

**Schedule 2.4
Excluded Liabilities**

NONE

CHI:1250089.1

**Schedule 2.4(f)
Assumed Severance Liabilities**

None

**Schedule 4.6
Consents**

None

Schedule 4.8
No Material Adverse Change or Subsequent

1. **Certain of the Assets have been pledged to Century Business Credit Corporation ("CBC") in connection with its extension of post-petition financing to Seller.**
2. **CBC has been granted a lien on certain of the Assets in connection with the post-petition financing described above.**

Schedule 4.9
Taxes

1. Seller owes certain real and personal property taxes to the Town of Fort Kent, Maine.
2. Seller has not filed its federal or state income tax returns for 2002. Seller has sought and obtained an extension of the deadline for filing such returns.
3. Seller may not have filed its federal or state income tax returns for 2001.

**Schedule 4.10(a)
Owned Real Property**

Two parcels of real property in Fort Kent, Maine

**Schedule 4.10(b)
Material Tangible Property (outside Fort Kent, ME)**

	Hard Disk Space	Memory	User
Computers			
Celeron	4 GB	64 MB	Abhi
Celeron	4 GB	64 MB	Spare
P3	9 GB	256 MB	Ann
P2	17 GB	128 MB	Jarice
P3	9.52 GB	128 MB	Ed
P4	19.1 GB	256 MB	Jodi
P3	9.3 GB	256 MB	Kristi
P4	18.6 GB	256 MB	Jackie

Printers
 HP 4050 Laserjet
 Epson C42UX
 HP 1000 Laserjet
 HP 6P Laserjet
 HP 697 Inkjet
 Lexmark Z 43

	Quantity	Description
Servers		
Compaq Proliant ML 370	2	Used as File Server and Metaframe Server
UPS	2	Used for Backup Power on the Server

	Quantity	Description
Other Electronic Hardware		
3 Com NBX 100 Phone System	1	Basic Phone System
3 Com Telephone Model 1102	9	User Desk Phones
Generic Router Switches	2	Used for LAN Connectivity

	Quantity	Description
Hardware and Furniture		
Chairs	19	
Conference Table	1	
Desks	4	
Filing Cabinets	17	Various Sizes for Office Filing Purposes
Porch Metal Chairs	3	

Schedule 4.10 (b)

Cindy

Mike

Joy

Bernie

Page 2 of 2

Reception

Desk	Desk	Desk w/return & bookshelf	Desk w/return	Desk w/return	Computer (Dell Dimension L)
Desk Chair	Desk Chair	Computer (Dell Dimension L)	Desk Chair	Desk Chair	Laser Printer
Credenza	Credenza	HP Printer	1 Office Chair	Deskjet Printer	Keyboard Shelf
Computer desk	Computer desk	2 Phones	Phone	Chair	Chair
Laser Printer	Docking Station	Black File Cabinet		Docking Station	Clock
Round Table	Computer Monitor	Paper Shredder	Bulletin Board	Computer Keyboard	Phone
4 Highback Chairs	Deskjet Printer	2 Desk Chairs	Epson Printer	Phone	Rolling File Cabinet
Bookcase	Computer Keyboard	2 Conference Chairs			Black File Cabinet
2 Wall Grids	2 Tan Chairs	Bar	refridgerator		Enticance table
2 Phones					Electric Stapler

Showrooms	Office Supply/Back Office Area	Lori	Suite 1115 office	Conference Room	Misc
Round Table	Credenza	Desk w/return & bookshelf	2 Desks w/return & bookshelf	Credenza	Overhead Projector
Conference Table	Microwave Oven	Slide Island-attached to desk	Large file cabinet	Conference Table	Vacuum
4 Highback Chairs	Watercooler/Refrigerator (leased?)	Small Bookcase	Power MAC G4 Computer	Rolling Rack	Dustbuster
6 Conference Chairs	Stereo	2 Wall Grids	Zip drive	BMW Copier	6 Sample Cases
4 Wall Grids	Purple i/iMAC Computer	Power MAC G4 Computer	3 Large Metal Shelves	Fax Machine	Dry Erase Board & Stand
Phone	Phone	Laptop Computer	Fan	Tan File Cabinet	Small Hand Cart
TV/CR Combo	Tan File Cabinet	5 Thread Racks	2 Phones	4 Conference Chairs	Toshiba/Strata Telephone System
Glass Table	Black File Cabinet	Printer	Deskjet Printer	2 Wall Grids	
Small Table	Electric Pencil Sharpener	2 Chairs	2 chairs	Fabric Punch & Scale	
		2 File cabinets		Phone	
		Scanner			
		Zip drive			
		2 bulletin boards			
		Fan			
		Portable Radio			

Schedule 4.11
Insurance

Company Name	Insurance Type	Approx. Payment	Payment Type
GreatWest	Health	\$ 20,000.00	Monthly
Oxford	Health	\$ 2,268.47	Monthly
Standard Life Insurance	Supplemental Life Ins.	\$ 500.00	Monthly
Combined Ins. of America	Disability Insurance	\$ 1,300.00	Monthly
The United Insurance Group	Auto	\$ 1,384.00	Monthly
The United Insurance Group	Worker Comp.	\$ 353.25	Quarterly Payments
The United Insurance Group	Worker Comp.	\$ 431.75	Quarterly Payments
Memic	Unemployment	\$ 8,000.00	Monthly
CNA Life Insurance	Life Ins. - Mark Coburn	\$ 3,885.00	Yearly
CGU Life Insurance	Life Ins. - Mike Gans	\$ 3,700.00	Yearly
CGU Life Insurance	Life Ins. - Cindy Lapidus	\$ 1,200.00	Yearly
Hanover Insurance Co.	Umbrella Insurance	\$ 1,000.00	Quarterly Payments
Hanover Insurance Co.	Commercial Insurance	\$ 3,300.00	Monthly Payments

Schedule 4.12
Intellectual Property

1. Healthtex Apparel Corp. ("Healthtex") has commenced an adversary proceeding against Seller in the Bankruptcy Court, asserting that Seller has breached its license agreement with Healthtex. Seller disputes the claims asserted by Healthtex.
2. The following is a list of (a) all patents, patent applications, all registered and unregistered trademarks, and all licenses, agreements or other permissions of Seller, (b) each material license, agreement or other permission which Seller has granted to any third party with respect to any Intellectual Property used in the Business and (c) each material item of Intellectual Property that any third party owns and that Seller uses in connection with the Business:
 - i. License Agreement with Healthtex Apparel Corp.;
 - ii. Federal Trademark—Giraffe with blocks (Reg. No.1509291);
 - iii. Federal Trademark—Stylized Peck A Boo (Reg. No. 2312361);
 - iv. Federal Trademark—Little Goose (Reg. No.2283569);
 - v. Federal Trademark—Little Moose N' Me (Reg. No. 2278335);
 - vi. Federal Trademark—Moose N' Me (Serial No. 75/291174);
 - vii. Trademark Sublicense with Dana Undies, Inc.;
 - viii. Merchandise License Agreement with Hugs 'N More, Inc.;
 - ix. Trademark License with The Flavia Company, Inc.;
 - x. License Agreement with Hasbro, Inc. (expired on December 15, 2002);
 - xi. Accounting software licensed from Aria Systems, Inc.;
 - xii. Various "shrink wrap" software licenses.

**Schedule 4.13
Litigation**

None.

Schedule 4.19(a)
Material Contracts

1. See Attached "Open Detail Report," for customer orders as of August 14, 2003
2. See Attached List of Executory Contracts and Unexpired Leases
3. Seller has a verbal agreement with Bob Levey & Associates regarding payment of sales commissions.

Schedule 4.19(b)
Non-Monetary Defaults under Material Contracts

None

**Schedule 4.22
Product Liability**

None

**Schedule 6.10(a)
Assumed Contracts**

See attached.

CHI:1250091.1

**TRADEMARK
REEL: 002949 FRAME: 0623**

CUSTOMER ORDERS - SCHEDULE 6.10(a)

By : ANDREA
Time : 15:45:28

KENT, INC
0101/03-12/31/03

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Order Detail Report

Sub Totals By : Account Number

Order #	Cust PO #	Contract	Entered In	ST	ST	4T	3-4T		
ARMY& 114903	10/01/03	10/01/03	O5 49111	-PINK				492	\$5.00
ARMY& 114903	10/01/03	10/01/03	O5 49114	-PRINT				492	\$5.00
ARMY& 114903	10/01/03	10/01/03	O5 49118	-PRINT				492	\$5.00
ARMY& 114903	10/01/03	10/01/03	O5 49133	-NAVY				492	\$5.00
Order # 114903	Cust PO #	Contract 2368	Entered In: 08/13/03	Totals :	618	618	618	1948	\$9240.00
ARMY& 114905	08/20/03	08/20/03	H5 39291	-PINK				300	\$4.25
ARMY& 114905	08/20/03	08/20/03	H5 39307	-PINKSTR				408	\$4.25
ARMY& 114905	08/20/03	08/20/03	H5 39308	-YELLOW				408	\$4.25
ARMY& 114905	08/20/03	08/20/03	H5 39310	-PINK				300	\$4.25
Order # 114905	Cust PO #	N-81 8414 2808	Entered In: 08/13/03	Totals :	472	472	472	1418	\$6018.00
ARMY& 114906	08/20/03	08/20/03	H5 49103	-PINK				408	\$5.00
ARMY& 114906	08/20/03	08/20/03	H5 49104	-LILAC				300	\$5.00
ARMY& 114906	08/20/03	08/20/03	H5 49105	-PRINT				408	\$5.00
ARMY& 114906	08/20/03	08/20/03	H5 49108	-PRINT				300	\$5.00
Order # 114906	Cust PO #	N-81 8414 2808	Entered In: 08/13/03	Totals :	472	472	472	1418	\$7080.00
ARMY& 114907	10/10/03	10/10/03	H5 39312	-BLUE				216	\$4.25
Order # 114907	Cust PO #	N-81 8418 2864	Entered In: 08/13/03	Totals :	72	72	72	216	\$918.00
ARMY& 114908	08/18/03	08/18/03	H5 49107	-BLUE				300	\$5.00
ARMY& 114908	08/18/03	08/18/03	H5 49109	-PRINT				300	\$5.00
Order # 114908	Cust PO #	N-81 8418 2858	Entered In: 08/13/03	Totals :	600	600	600	900	\$3600.00
ARMY& 114909	08/20/03	08/20/03	H5 49142	-NAVY				324	\$5.00
Order # 114909	Cust PO #	N-81 8418 2838	Entered In: 08/13/03	Totals :	308	308	308	324	\$1620.00
ARMY& 114913	08/20/03	08/20/03	H5 49188	-YELLOW				324	\$5.00
Order # 114913	Cust PO #	N-81 8418 2890	Entered In: 08/13/03	Totals :	308	308	308	324	\$1620.00
ARMY& 114914	08/25/03	08/25/03	H5 39290	-YELLOW				300	\$4.25
ARMY& 114914	08/25/03	08/25/03	H5 39309	-BLUE				300	\$4.25
ARMY& 114914	08/25/03	08/25/03	H5 39314	-BLUE				300	\$4.25
Order # 114914	Cust PO #	N-81 8418 2863	Entered In: 08/13/03	Totals :	300	300	300	900	\$3675.00
ARMY& 114915	08/20/03	08/20/03	H5 39306	-BLSTRP				324	\$4.25
ARMY& 114915	08/20/03	08/20/03	H5 39308	-MNTSTR				324	\$4.25
Order # 114915	Cust PO #	N-81 8418 2862	Entered In: 08/13/03	Totals :	318	318	318	648	\$2754.00
ARMY& 114916	08/20/03	08/20/03	H5 49157	-PRINT				324	\$5.00
ARMY& 114916	08/20/03	08/20/03	H5 49143	-PRINT				300	\$5.00
Order # 114916	Cust PO #	N-81 8418 2862	Entered In: 08/13/03	Totals :	208	208	208	624	\$3120.00
ARMY& 115020	10/15/03	10/15/03	H5 39296	-PRINT				334	\$4.25
ARMY& 115020	10/15/03	10/15/03	H5 39299	-PRINT				324	\$4.25
ARMY& 115020	10/15/03	10/15/03	H5 39313	-PINK				324	\$4.25
Order # 115020	Cust PO #	N-81 8417 2788	Entered In: 07/08/03	Totals :	884	884	884	972	\$4131.00
ARMY& 115129	09/01/03	09/01/03	O8 49112	-LILAC				384	\$5.00
ARMY& 115129	09/01/03	09/01/03	O8 49118	-PRINT				384	\$5.00
ARMY& 115129	09/01/03	09/01/03	O8 49116	-OLIVE				360	\$5.00
ARMY& 115129	09/01/03	09/01/03	O8 49132	-PRINT				360	\$5.00
ARMY& 115129	09/01/03	09/01/03	O8 49154	-PRINT				360	\$5.00
Order # 115129	Cust PO #	81 8420 2828	Entered In: 08/07/03	Totals :	618	618	618	1848	\$9240.00
Account # ARMY&	HQ-Army & Airforce Exchange/USD, . . . /			Totals :	9712	9712	9712	11198	\$52588.00

By : ANDREA
Time : 15:45:28

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Order Detail Report

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Sub Totals By : Account Number

Account #	Item #	Order #	Order Date	Order Description	Order Qty	Unit Price	Order Total	Order Status
BIGVA 114891	08/20/03	08/20/03	05	4000B -ASST.	180	\$3.00	\$58012	
BIGVA 114891	08/20/03	08/20/03	05	4000G -ASST.	180	\$3.00	\$58012	
Order # 114891	Order PO #	21476	Entered In:	08/28/03	Totals :	360	\$1080.00	
Account # BIGVA	Big Value Outlet Store A/B/D	---	Totals :	360	\$1080.00			
CONSO 114892	12/19/03	12/28/03	05	61R -ASST.	2082	\$3.00		
CONSO 114892	12/19/03	12/28/03	05	61R -ASST.	2988	\$3.00		
CONSO 114892	12/19/03	12/28/03	05	61R -ASST.	2448	\$3.00		
CONSO 114892	12/19/03	12/28/03	05	61R -ASST.	1608	\$3.00		
Order # 114892	Order PO #	Contract 2848	Entered In:	08/12/03	Totals :	8088	\$27288.00	
CONSO 114893	12/19/03	12/28/03	05	23R -BOY	4832	\$3.00		
CONSO 114893	12/19/03	12/28/03	05	23R -BOY	4832	\$3.00		
CONSO 114893	12/19/03	12/28/03	05	23R -BOY	4832	\$3.00		
CONSO 114893	12/19/03	12/28/03	05	23R -BOY	4832	\$3.00		
Order # 114893	Order PO #	Contract 2279	Entered In:	08/12/03	Totals :	19328	\$58584.00	
CONSO 114894	12/18/03	12/28/03	05	31R -GIRL	4832	\$3.00		
CONSO 114894	12/18/03	12/28/03	05	31R -GIRL	4832	\$3.00		
CONSO 114894	12/18/03	12/28/03	05	31R -GIRL	4832	\$3.00		
CONSO 114894	12/18/03	12/28/03	05	31R -GIRL	2680	\$3.00		
CONSO 114894	12/18/03	12/28/03	05	31R -GIRL	2052	\$3.00		
Order # 114894	Order PO #	Contract 2271	Entered In:	08/12/03	Totals :	19328	\$58584.00	
CONSO 114895	12/18/03	12/28/03	05	82R -PRINT	3198	\$3.00		
CONSO 114895	12/18/03	12/28/03	05	82R -PRINT	3198	\$3.00		
CONSO 114895	12/18/03	12/28/03	05	82R -PRINT	3198	\$3.00		
CONSO 114895	12/18/03	12/28/03	05	82R -PRINT	3198	\$3.00		
Order # 114895	Order PO #	Contract 2272	Entered In:	08/12/03	Totals :	12782	\$38376.00	
CONSO 114896	12/18/03	12/28/03	05	83R -ASST.	4382	\$3.00		
CONSO 114896	12/18/03	12/28/03	05	83R -ASST.	2840	\$3.00		
CONSO 114896	12/18/03	12/28/03	05	83R -ASST.	8828	\$3.00		
CONSO 114896	12/18/03	12/28/03	05	83R -ASST.	2028	\$3.00		
CONSO 114896	12/18/03	12/28/03	05	83R -ASST.	2472	\$3.00		
Order # 114896	Order PO #	Contract 2273	Entered In:	08/12/03	Totals :	18880	\$56640.00	
Account # CONSO	Consolidated Store A/B/D	---	Totals :	28788	\$27984.00	77304	\$281912.00	
COSTC 114000	08/18/03	08/18/03	05	388047 -ASST.	19440	\$5.15		
Order # 114000	Order PO #	880-1218-346	Entered In:	12/18/02	Totals :	19440	\$100116.00	
COSTC 114001	08/18/03	08/18/03	05	388047 -ASST.	33336	\$5.15		
Order # 114001	Order PO #	880-1218-848	Entered In:	12/18/02	Totals :	33336	\$171680.40	
COSTC 114003	08/18/03	08/18/03	05	388047 -ASST.	33336	\$5.15		
Order # 114003	Order PO #	880-1218-348	Entered In:	12/18/02	Totals :	33336	\$171680.40	
COSTC 114004	08/18/03	08/18/03	05	388047 -ASST.	33336	\$5.15		
Order # 114004	Order PO #	880-1218-348	Entered In:	12/18/02	Totals :	33336	\$171680.40	
COSTC 114005	08/18/03	08/18/03	05	388047 -ASST.	33336	\$5.15		
Order # 114005	Order PO #	880-1218-880	Entered In:	12/18/02	Totals :	33336	\$171680.40	
COSTC 114006	08/18/03	08/18/03	05	388047 -ASST.	20016	\$5.15		
Order # 114006	Order PO #	880-1218-383	Entered In:	12/18/02	Totals :	20016	\$103082.40	
COSTC 114007	10/14/03	10/14/03	05	388047 -ASST.	33336	\$5.15		
Order # 114007	Order PO #	880-1218-386	Entered In:	12/18/02	Totals :	33336	\$171680.40	
COSTC 114008	10/14/03	10/14/03	05	388047 -ASST.	33336	\$5.15		
Order # 114008	Order PO #	880-1218-388	Entered In:	12/18/02	Totals :	33336	\$171680.40	

By : ANDREA
Time : 15:45:28

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Order Detail Report

Sub Totals By : Account Number

Account #	COBCTC	Order #	Cust PO #	Order Date	Item	QTY	Unit Price	Total Price	Sub Total		
Account # COBCTC	Cobco Wholesale	USD,	114006	10/14/03	10/14/03	05	268047	-ASST.	33336	\$5.16	
			Order # 114006	Cust PO # 980-1213-389	Entered In: 12/18/02	Totals :	33336			\$171680.40	
			114010	10/14/03	10/14/03	05	368047	-ASST.	33336	\$5.16	
			Order # 114010	Cust PO # 980-1213-380	Entered In: 12/18/02	Totals :	33336			\$171680.40	
			114011	10/14/03	10/14/03	05	888047	-ASST.	33336	\$5.16	
			Order # 114011	Cust PO # 980-1213-841	Entered In: 12/18/02	Totals :	33336			\$171680.40	
			114012	10/14/03	10/14/03	05	368047	-ASST.	33336	\$5.16	
			Order # 114012	Cust PO # 980-1213-982	Entered In: 12/18/02	Totals :	33336			\$171680.40	
			118130	08/15/03	08/15/03	05	368047	-ASST.	19000	\$5.16	\$29107
			Order # 118130	Cust PO # 1710402348	Entered In: 08/08/03	Totals :	19000			\$92700.00	
			118131	08/15/03	08/15/03	05	368047	-ASST.	840	\$5.16	
			Order # 118131	Cust PO # 178080281	Entered In: 08/08/03	Totals :	840			\$28068.00	
118132	08/15/03	08/15/03	05	368047	-ASST.	280	\$5.16	\$29101			
Order # 118132	Cust PO # 2875809143	Entered In: 08/08/03	Totals :	280			\$12878.00				
118133	08/15/03	08/15/03	05	368047	-ASST.	136	\$5.16	\$29102			
Order # 118133	Cust PO # 288080908	Entered In: 08/08/03	Totals :	136			\$8303.80				
118134	08/15/03	08/15/03	05	368047	-ASST.	804	\$5.16	\$29108			
Order # 118134	Cust PO # 8880809118	Entered In: 08/08/03	Totals :	804			\$41829.80				
118135	08/15/03	08/15/03	05	368047	-ASST.	2940	\$5.16	\$29109			
Order # 118135	Cust PO # 288080908	Entered In: 08/08/03	Totals :	2940			\$81678.00				
118136	08/15/03	08/15/03	05	368047	-ASST.	1880	\$5.16	\$29105			
Order # 118136	Cust PO # 178080822	Entered In: 08/08/03	Totals :	1880			\$77868.00				
118137	08/15/03	08/15/03	05	368047	-ASST.	240	\$5.16	\$29106			
Order # 118137	Cust PO # 1710807284	Entered In: 08/08/03	Totals :	240			\$7416.00				
Account # COBCTC Cobco Wholesale USD, Totals :									440084	\$2296329.80	
Account # JAKES	JAKE'S DEPT. STONE	USD, - - /	114788	08/01/03	08/15/03	05	26091	-ASST.	88	\$5.00	\$29028
			Order # 114788	Cust PO # 1188	Entered In: 04/28/03	Totals :	88			\$236.00	
Account # JAKES JAKE'S DEPT. STONE USD, - - / Totals :									88	\$236.00	
Account # KOLD1	KOLD1	USD,	114885	08/22/03	08/22/03	H1	B108	-BLUE	182	\$5.00	
			Order # 114885	Cust PO # 2032780	Entered In: 08/28/03	Totals :	182			\$908.00	
			114872	07/07/03	07/11/03	O1	B108	-BLUE	18	\$5.00	\$29028
			Order # 114872	Cust PO # 2032722	Entered In: 08/28/03	Totals :	18			\$29028	
			114888	08/22/03	10/03/03	H1	21006	-YELLOW	278	\$5.00	
			Order # 114888	Cust PO # NAZ-CONTRACT	Entered In: 08/11/03	Totals :	278			\$1393.00	
			114889	08/22/03	10/03/03	H1	21008	-PINK	278	\$5.00	
			Order # 114889	Cust PO # NAZ-CONTRACT	Entered In: 08/11/03	Totals :	278			\$1393.00	
			114890	08/22/03	10/03/03	H1	21019	-PRINT	182	\$5.00	
			Order # 114890	Cust PO # NAZ-CONTRACT	Entered In: 08/11/03	Totals :	182			\$908.00	
			114891	08/22/03	10/03/03	H1	21014	-BLUE	1800	\$5.00	
			Order # 114891	Cust PO # NAZ-CONTRACT	Entered In: 08/11/03	Totals :	1800			\$9000.00	
114892	08/22/03	10/03/03	H1	21015	-PINK	1048	\$5.00				
Order # 114892	Cust PO # NAZ-CONTRACT	Entered In: 08/11/03	Totals :	1048			\$5240.00				
114893	08/22/03	10/03/03	H1	21018	-BLSTR	278	\$5.00				
Order # 114893	Cust PO # NAZ-CONTRACT	Entered In: 08/11/03	Totals :	278			\$1393.00				
114894	08/22/03	10/03/03	H1	21005	-YELLOW	1720	\$5.00				
Order # 114894	Cust PO # NAZ-CONTRACT	Entered In: 08/11/03	Totals :	1720			\$8600.00				
114895	08/22/03	10/03/03	H1	21008	-PINK	2336	\$5.00				
Order # 114895	Cust PO # NAZ-CONTRACT	Entered In: 08/11/03	Totals :	2336			\$11680.00				
114896	08/22/03	10/03/03	H1	21018	-BLUE	918	\$5.00				
Order # 114896	Cust PO # NAZ-CONTRACT	Entered In: 08/11/03	Totals :	918			\$4590.00				
114897	08/22/03	10/03/03	H1	21017	-PINK	808	\$5.00				
Order # 114897	Cust PO # NAZ-CONTRACT	Entered In: 08/11/03	Totals :	808			\$4040.00				
114898	08/22/03	10/03/03	H1	21018	-BLSTR	2838	\$5.00				
Order # 114898	Cust PO # NAZ-CONTRACT	Entered In: 08/11/03	Totals :	2838			\$14190.00				

By : ANDREA
Time : 16:45:28

KENT, INC
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Order Detail Report

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Sub Totals By : Account Number

Order #	Customer PO #	NAZ/CONTRACT	Entered In:	0-3M	3-6M	6-9M	9-12	Totals		
KOLO1	114800	10/27/03	10/31/03	H1	21007	-PRINT		7164	\$3.88	
KOLO1	114800	10/27/03	10/31/03	H1	21008	-PRINT		5160	\$3.88	
KOLO1	114800	10/27/03	10/31/03	H1	21009	-PRINT		7008	\$3.88	
KOLO1	114800	10/27/03	10/31/03	H1	21019	-YELLOW		6024	\$3.88	
Order # 114800				NAZ/CONTRACT Entered In: 08/11/03				Totals :	26356	\$98381.28
KOLO1	114801	11/24/03	11/28/03	H1	21010	-PRINT		2448	\$3.88	
KOLO1	114801	11/24/03	11/28/03	H1	21011	-PRINT		4812	\$3.88	
KOLO1	114801	11/24/03	11/28/03	H1	21012	-PRINT		2448	\$3.88	
KOLO1	114801	11/24/03	11/28/03	H1	21013	-PRINT		6480	\$3.88	
Order # 114801				NAZ/CONTRACT Entered In: 08/11/03				Totals :	16128	\$62578.64
KOLO1	114911	07/07/03	07/11/03	O1	B108	-BLUE		12	\$8.00 \$28000	
KOLO1	114911	07/07/03	07/11/03	O1	B108	-BLUE		6	\$8.00 \$28000	
KOLO1	114911	07/07/03	07/11/03	O1	B124	-PRINT		12	\$8.50 \$28000	
KOLO1	114911	07/07/03	07/11/03	O1	B124	-PRINT		6	\$8.50 \$28000	
KOLO1	114911	07/07/03	07/11/03	O1	G116	-PRINT		12	\$8.50 \$28000	
KOLO1	114911	07/07/03	07/11/03	O1	G116	-PRINT		6	\$8.50 \$28000	
KOLO1	114911	07/07/03	07/11/03	O1	G122	-PINK		12	\$8.00 \$28000	
KOLO1	114911	07/07/03	07/11/03	O1	G122	-PINK		6	\$8.00 \$28000	
Order # 114911				NAZ/CONTRACT Entered In: 08/28/03				Totals :	72	\$584.00
KOLO1	116027	08/28/03	10/03/03	H1	B124	-PRINT		2220	\$8.50	
KOLO1	116027	08/28/03	10/03/03	H1	G116	-PRINT		2220	\$8.50	
Order # 116027				NAZ/CONTRACT Entered In: 07/11/03				Totals :	4440	\$57740.00
Account # KOLO1				Koh's Department Store AUSD, - - /				Totals :	27728	\$348792.20
MELJE	114802	08/10/03	08/18/03	H5	39290	-YELLOW		1896	\$4.25	
MELJE	114802	08/10/03	08/18/03	H5	39291	-PINK		1896	\$4.25	
MELJE	114802	08/10/03	08/18/03	H5	39312	-BLUE		1896	\$4.25	
MELJE	114802	08/10/03	08/18/03	H5	39313	-PINK		1896	\$4.25	
MELJE	114802	08/10/03	08/18/03	H5	39314	-BLUE		1896	\$4.25	
Order # 114802				NAZ/CONTRACT Entered In: 04/28/03				Totals :	9480	\$40290.00
MELJE	114803	08/10/03	08/18/03	H5	39298	-PRINT		1896	\$4.25	
MELJE	114803	08/10/03	08/18/03	H5	39299	-PRINT		1896	\$4.25	
MELJE	114803	08/10/03	08/18/03	H5	39302	-PRINT		1896	\$4.25	
MELJE	114803	08/10/03	08/18/03	H5	39308	-BLUE		2400	\$4.25	
MELJE	114803	08/10/03	08/18/03	H5	39304	-PINK		2400	\$4.25	
MELJE	114803	08/10/03	08/18/03	H5	39306	-BLSTRP		1896	\$4.25	
MELJE	114803	08/10/03	08/18/03	H5	39308	-MNTSTR		1896	\$4.25	
MELJE	114803	08/10/03	08/18/03	H5	39307	-PINKSTR		1896	\$4.25	
MELJE	114803	08/10/03	08/18/03	H5	39308	-YELLOW		1896	\$4.25	
Order # 114803				NAZ/CONTRACT Entered In: 04/28/03				Totals :	18072	\$76808.00
Account # MELJE				Major, Inc. AUSD, - - /				Totals :	9164	\$117098.00
MILLS	114084	08/25/03	08/05/03	O5	45100	-ASST.		459	\$3.75	
MILLS	114084	08/25/03	08/05/03	O5	45101	-ASST.		360	\$3.75	
MILLS	114084	08/25/03	08/05/03	O5	45102	-ASST.		288	\$4.00	
MILLS	114084	08/25/03	08/05/03	O5	45103	-WHITE		240	\$4.00	
MILLS	114084	08/25/03	08/05/03	O5	45104	-ASST.		240	\$4.00	
MILLS	114084	08/25/03	08/05/03	O5	45105	-ASST.		288	\$4.00	
Order # 114084				CONTRACT Entered In: 01/21/03				Totals :	1872	\$7284.00
MILLS	114085	08/25/03	10/05/03	O5	45100	-ASST.		540	\$3.75	
MILLS	114085	08/25/03	10/05/03	O5	45101	-ASST.		504	\$3.75	
MILLS	114085	08/25/03	10/05/03	O5	45102	-ASST.		360	\$4.00	

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		0-00	0-03	0-06	0-09				
VALLE	114784 07/01/03 07/23/03 H5 30294 -BBLOCK	24	24	24		72	\$4.25		
VALLE	114784 07/01/03 07/23/03 H5 30298 -PRINT	20	20	20		108	\$4.25		
VALLE	114784 07/01/03 07/23/03 H5 30302 -PRINT	8	8	8		24	\$4.25		
VALLE	114784 07/01/03 07/23/03 H5 30304 -PINK	12	12	12		36	\$4.25		
VALLE	114784 07/01/03 07/23/03 H5 30305 -BLSTRP	20	20	20		60	\$4.25		
VALLE	114784 07/01/03 07/23/03 H5 30308 -BLUE	4	4	4		12	\$4.25		
VALLE	114784 07/01/03 07/23/03 H5 30310 -PINK	40	40	40		144	\$4.25		
VALLE	114784 07/01/03 07/23/03 H5 30312 -BLUE	24	24	24		72	\$4.25		
Order # 114784 Cust PO # N-88805-2 Entered In: 04/28/03		Totals :			176	176	176	528	\$2244.00
Account # VALLE VALLEY WHOLESALE CO. JMD. . .		Totals :			176	176	176	528	\$2244.00
		0-00	0-03	0-06	0-09				
VANIT	114309 08/07/03 08/07/03 O5 49109 -PINK	200	200	200		600	\$5.00		
VANIT	114309 08/07/03 08/07/03 O5 49105 -PRINT	200	200	200		600	\$5.00		
VANIT	114309 08/07/03 08/07/03 O5 49107 -BLUE	167	167	167		501	\$5.00		
VANIT	114309 08/07/03 08/07/03 O5 49138 -YELLOW	100	100	100		300	\$5.00		
VANIT	114309 08/07/03 08/07/03 O5 49187 -PRINT	100	100	100		300	\$5.00		
VANIT	114309 08/07/03 08/07/03 O5 49139 -PINK	200				200	\$5.00		
VANIT	114309 08/07/03 08/07/03 O5 49140 -LT BLU	200				200	\$5.00		
VANIT	114309 08/07/03 08/07/03 O5 49143 -PRINT	167	167	167		501	\$5.00		
Order # 114309 Cust PO # NAZ-CONTRACT Entered In: 08/18/03		Totals :			1868	1868	1868	\$19000.00	
VANIT	114312 08/22/03 08/22/03 O5 49107 -BLUE	233	233	234		1000	\$5.00		
VANIT	114312 08/22/03 08/22/03 O5 49109 -PRINT	233	233	234		700	\$5.00		
VANIT	114312 08/22/03 08/22/03 O5 49138 -YELLOW	1000				1000	\$5.00		
VANIT	114312 08/22/03 08/22/03 O5 49139 -PINK	1000				1000	\$5.00		
VANIT	114312 08/22/03 08/22/03 O5 49140 -LT BLU	1000				1000	\$5.00		
VANIT	114312 08/22/03 08/22/03 O5 49141 -PRINT	200				200	\$5.00		
VANIT	114312 08/22/03 08/22/03 O5 49142 -NAVY	233	233	234		1000	\$5.00		
VANIT	114312 08/22/03 08/22/03 O5 49143 -PRINT	233	233	234		1000	\$5.00		
Order # 114312 Cust PO # NAZ-CONTRACT Entered In: 08/18/03		Totals :			5132	1232	1236	7600	\$28000.00
VANIT	114319 08/22/03 08/22/03 O5 49104 -LILAC	400	400	400		1200	\$5.00		
VANIT	114319 08/22/03 08/22/03 O5 49105 -PRINT	300	300	300		900	\$5.00		
VANIT	114319 08/22/03 08/22/03 O5 49108 -PRINT	400	400	400		1200	\$5.00		
VANIT	114319 08/22/03 08/22/03 O5 49130 -PRINT	200	200	204		1000	\$5.00		
VANIT	114319 08/22/03 08/22/03 O5 49134 -YELLOW	200	200	200		600	\$5.00		
VANIT	114319 08/22/03 08/22/03 O5 49137 -PRINT	200	200	204		1000	\$5.00		
Order # 114319 Cust PO # NAZ-CONTRACT Entered In: 08/18/03		Totals :			2096	2096	2096	6292	\$31000.00
VANIT	114314 08/25/03 08/01/03 O5 49112 -LILAC	297	297	297		800	\$5.00		
VANIT	114314 08/25/03 08/01/03 O5 49113 -PRINT	297	297	294		1000	\$5.00		
VANIT	114314 08/25/03 08/01/03 O5 49118 -PRINT	200	200	200		600	\$5.00		
VANIT	114314 08/25/03 08/01/03 O5 49131 -PRINT	297	297	294		1000	\$5.00		
VANIT	114314 08/25/03 08/01/03 O5 49132 -PRINT	200	200	200		600	\$5.00		
VANIT	114314 08/25/03 08/01/03 O5 49133 -NAVY	233	233	234		700	\$5.00		
VANIT	114314 08/25/03 08/01/03 O5 49134 -PRINT	200	200	200		600	\$5.00		
Order # 114314 Cust PO # CONTRACT Entered In: 08/18/03		Totals :			1895	1895	1895	5600	\$29800.00
		0-00	0-03	0-06	0-09				
VANIT	114315 08/15/03 08/28/03 O5 49103 -PINK	400	400	400		1200	\$5.00		
VANIT	114315 08/15/03 08/28/03 O5 49104 -LILAC	297	297	297		800	\$5.00		
VANIT	114315 08/15/03 08/28/03 O5 49105 -PRINT	233	233	234		1000	\$5.00		
VANIT	114315 08/15/03 08/28/03 O5 49107 -BLUE	297	297	294		700	\$5.00		
VANIT	114315 08/15/03 08/28/03 O5 49128 -PRINT	1200				1200	\$5.00		
VANIT	114315 08/15/03 08/28/03 O5 49130 -PRINT	400	400	400		1200	\$5.00		
VANIT	114315 08/15/03 08/28/03 O5 49137 -PRINT	200	200	200		600	\$5.00		
VANIT	114315 08/15/03 08/28/03 O5 49139 -PINK	700				700	\$5.00		
VANIT	114315 08/15/03 08/28/03 O5 49140 -LT BLU	700				700	\$5.00		
VANIT	114315 08/15/03 08/28/03 O5 49141 -PRINT	700				700	\$5.00		

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Order #	Cust PO #	NAZ-Contract	Entered In:	4M	12M	18M	6-18M			
VANIT 114816	08/14/03	08/25/03	05	48142	-NAVY			1200	\$5.00	
Order # 114816	Cust PO #	NAZ-CONTRACT	Entered In: 08/14/03	Totals :	1682	2888	2888	10800	\$51800.00	
VANIT 114818	08/25/03	10/01/03	05	48111	-PINK			800	\$5.00	
VANIT 114818	08/25/03	10/01/03	05	48114	-PRINT			800	\$5.00	
VANIT 114818	08/25/03	10/01/03	05	48115	-OLIVE			800	\$5.00	
VANIT 114818	08/25/03	10/01/03	05	48191	-PRINT			800	\$5.00	
VANIT 114818	08/25/03	10/01/03	05	48154	-PRINT			800	\$5.00	
Order # 114818	Cust PO #	CONTRACT	Entered In: 08/14/03	Totals :	1284	1288	1288	3800	\$19000.00	
VANIT 114817	08/25/03	10/01/03	05	48103	-PINK			800	\$5.00	
VANIT 114817	08/25/03	10/01/03	05	48105	-PRINT			800	\$5.00	
VANIT 114817	08/25/03	10/01/03	05	48108	-PRINT			1100	\$5.00	
VANIT 114817	08/25/03	10/01/03	05	48129	-PRINT			1000	\$5.00	
VANIT 114817	08/25/03	10/01/03	05	48138	-YELLOW			1000	\$5.00	
VANIT 114817	08/25/03	10/01/03	05	48138	-YELLOW			800	\$5.00	
VANIT 114817	08/25/03	10/01/03	05	48143	-PRINT			700	\$5.00	
Order # 114817	Cust PO #	NAZ-CONTRACT	Entered In: 08/14/03	Totals :	2823	1433	1438	8000	\$39800.00	
VANIT 114811	08/01/03	08/10/03	H5	38305	-BLSTRP			1008	\$4.25	
VANIT 114811	08/01/03	08/10/03	H5	38307	-PNKSTR			1008	\$4.25	
Order # 114811	Cust PO #	NAZ-Contract	Entered In: 08/01/03	Totals :	672	672	672	2016	\$8568.00	
VANIT 114812	08/01/03	08/10/03	H5	38321	-PINK			800	\$4.50	
VANIT 114812	08/01/03	08/10/03	H5	38305	-MNTSTR			800	\$4.25	
VANIT 114812	08/01/03	08/10/03	H5	38308	-YELLOW			800	\$4.25	
VANIT 114812	08/01/03	08/10/03	H5	38312	-BLUE			864	\$4.25	
VANIT 114812	08/01/03	08/10/03	H5	38313	-PINK			864	\$4.25	
VANIT 114812	08/01/03	08/10/03	H5	38314	-BLUE			800	\$4.50	
VANIT 114812	08/01/03	08/10/03	H5	38315	-YELLOW			878	\$4.25	
Order # 114812	Cust PO #	NAZ-Contract	Entered In: 08/01/03	Totals :	2888	2888	2888	8204	\$38817.00	
VANIT 114813	10/01/03	10/10/03	H5	38280	-YELLOW			744	\$4.50	
VANIT 114813	10/01/03	10/10/03	H5	38284	-BBLDCK			824	\$4.50	
VANIT 114813	10/01/03	10/10/03	H5	38285	-SLEPRR			884	\$4.50	
VANIT 114813	10/01/03	10/10/03	H5	38286	-PRINT			824	\$4.50	
Order # 114813	Cust PO #	NAZ-Contract	Entered In: 08/01/03	Totals :	1172	1172	1172	3516	\$15822.00	
VANIT 114814	11/01/03	11/10/03	H5	38309	-BLUE			1020	\$4.25	
VANIT 114814	11/01/03	11/10/03	H5	38310	-PINK			1020	\$4.25	
VANIT 114814	11/01/03	11/10/03	H5	38312	-BLUE			980	\$4.25	
Order # 114814	Cust PO #	NAZ-Contract	Entered In: 08/01/03	Totals :	1800	1800	1800	3800	\$12750.00	
VANIT 114815	12/01/03	12/10/03	H5	38288	-PRINT			1104	\$4.25	
VANIT 114815	12/01/03	12/10/03	H5	38289	-PRINT			1104	\$4.25	
VANIT 114815	12/01/03	12/10/03	H5	38303	-BLUE			1082	\$4.25	
VANIT 114815	12/01/03	12/10/03	H5	38004	-PINK			1088	\$4.25	
VANIT 114815	12/01/03	12/10/03	H5	38315	-PRINT			912	\$4.25	
Order # 114815	Cust PO #	NAZ-Contract	Entered In: 08/01/03	Totals :	1788	1788	1788	5304	\$22542.00	
VANIT 115057	08/04/03	08/15/03	05	48111	-PINK			72	\$5.00	528031
VANIT 115057	08/04/03	08/15/03	05	48112	-LILAC			72	\$5.00	528031
VANIT 115057	08/04/03	08/15/03	05	48113	-PRINT			72	\$5.00	528031
VANIT 115057	08/04/03	08/15/03	05	48114	-PRINT			72	\$5.00	528031
VANIT 115057	08/04/03	08/15/03	05	48115	-OLIVE			84	\$5.00	528031
VANIT 115057	08/04/03	08/15/03	05	48116	-PRINT			84	\$5.00	528031
VANIT 115057	08/04/03	08/15/03	05	48132	-PRINT			80	\$5.00	528031
VANIT 115057	08/04/03	08/15/03	05	48133	-NAVY			80	\$5.00	528031
Order # 115057	Cust PO #	88ACCO01048	Entered In: 07/28/03	Totals :	188	188	188	576	\$2280.00	

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Order #	Item #	Order Date	Item Date	Order Type	Item Type	Account #	Entered In	ST	ST	4T	3-4T	Quantity	Unit Price	Total Price		
118066	118066	08/04/03	08/15/03	05	48135	-NAVY		0	0	0		24	\$5.00	\$29038		
	Totals :												32	32	32	06
118068	118068	08/04/03	08/15/03	05	48113	-PRINT		0	0	0		24	\$5.00	\$29040		
	Totals :												32	32	32	06
118086	118086	08/04/03	08/15/03	05	48132	-PRINT		0	0	0		24	\$5.00	\$29040		
	Totals :												32	32	32	06
118087	118087	08/04/03	08/15/03	05	48113	-PRINT		0	0	0		24	\$5.00	\$29041		
	Totals :												32	32	32	06
118088	118088	08/04/03	08/15/03	05	48113	-PRINT		0	0	0		24	\$5.00	\$29042		
	Totals :												32	32	32	06
118089	118089	08/04/03	08/15/03	05	48113	-PRINT		0	0	0		24	\$5.00	\$29043		
	Totals :												32	32	32	06
118070	118070	08/04/03	08/15/03	05	48113	-PRINT		0	0	0		24	\$5.00	\$29044		
	Totals :												32	32	32	06
118071	118071	08/04/03	08/15/03	05	48113	-PRINT		0	0	0		24	\$5.00	\$29045		
	Totals :												32	32	32	06
118072	118072	08/04/03	08/15/03	05	48113	-PRINT		0	0	0		24	\$5.00	\$29046		
	Totals :												32	32	32	06
118073	118073	08/04/03	08/15/03	05	48113	-PRINT		0	0	0		24	\$5.00	\$29047		
	Totals :												32	32	32	06

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Order #	Cust PO #	BAAC0181088	Entered In:	07/28/03	ST	ST	4T	3-4T			
VANIT 118074	08/04/03	08/15/03	05	49113	-PRINT	0	0	0	24	\$5.00	529048
VANIT 118074	08/04/03	08/15/03	05	49114	-PRINT	0	0	0	24	\$5.00	529048
VANIT 118074	08/04/03	08/15/03	05	49132	-PRINT	0	0	0	24	\$5.00	529048
VANIT 118074	08/04/03	08/15/03	05	49133	-NAVY	0	0	0	24	\$5.00	529048
Order # 118074 Cust PO # BAAC0181088 Entered In: 07/28/03									Totals :	96	\$480.00
VANIT 118075	08/04/03	08/15/03	05	49113	-PRINT	0	0	0	24	\$5.00	529049
VANIT 118075	08/04/03	08/15/03	05	49114	-PRINT	0	0	0	24	\$5.00	529049
VANIT 118075	08/04/03	08/15/03	05	49115	-OLIVE	0	0	0	24	\$5.00	529049
VANIT 118075	08/04/03	08/15/03	05	49116	-PRINT	0	0	0	24	\$5.00	529049
Order # 118075 Cust PO # BAAC0181088 Entered In: 07/28/03									Totals :	96	\$480.00
VANIT 118076	08/04/03	08/15/03	05	49113	-PRINT	0	0	0	24	\$5.00	529050
VANIT 118076	08/04/03	08/15/03	05	49114	-PRINT	0	0	0	24	\$5.00	529050
VANIT 118076	08/04/03	08/15/03	05	49115	-OLIVE	0	0	0	24	\$5.00	529050
VANIT 118076	08/04/03	08/15/03	05	49116	-PRINT	0	0	0	24	\$5.00	529050
Order # 118076 Cust PO # BAAC0181088 Entered In: 07/28/03									Totals :	96	\$480.00
VANIT 118077	08/04/03	08/15/03	05	49113	-PRINT	0	0	0	24	\$5.00	529051
VANIT 118077	08/04/03	08/15/03	05	49114	-PRINT	0	0	0	24	\$5.00	529051
VANIT 118077	08/04/03	08/15/03	05	49115	-OLIVE	0	0	0	24	\$5.00	529051
VANIT 118077	08/04/03	08/15/03	05	49132	-PRINT	0	0	0	24	\$5.00	529051
Order # 118077 Cust PO # BAAC0211088 Entered In: 07/28/03									Totals :	96	\$480.00
VANIT 118078	08/04/03	08/15/03	05	49113	-PRINT	0	0	0	24	\$5.00	529052
VANIT 118078	08/04/03	08/15/03	05	49114	-PRINT	0	0	0	24	\$5.00	529052
VANIT 118078	08/04/03	08/15/03	05	49115	-OLIVE	0	0	0	24	\$5.00	529052
VANIT 118078	08/04/03	08/15/03	05	49132	-PRINT	0	0	0	24	\$5.00	529052
Order # 118078 Cust PO # BAAC0221088 Entered In: 07/28/03									Totals :	96	\$480.00
VANIT 118079	08/04/03	08/15/03	05	49113	-PRINT	0	0	0	24	\$5.00	529053
VANIT 118079	08/04/03	08/15/03	05	49114	-PRINT	0	0	0	24	\$5.00	529053
VANIT 118079	08/04/03	08/15/03	05	49115	-OLIVE	0	0	0	24	\$5.00	529053
VANIT 118079	08/04/03	08/15/03	05	49116	-PRINT	0	0	0	24	\$5.00	529053
Order # 118079 Cust PO # BAAC0231088 Entered In: 07/28/03									Totals :	96	\$480.00
VANIT 118080	08/04/03	08/15/03	05	49113	-PRINT	0	0	0	24	\$5.00	529054
VANIT 118080	08/04/03	08/15/03	05	49114	-PRINT	0	0	0	24	\$5.00	529054
VANIT 118080	08/04/03	08/15/03	05	49115	-OLIVE	0	0	0	24	\$5.00	529054
VANIT 118080	08/04/03	08/15/03	05	49132	-PRINT	0	0	0	24	\$5.00	529054
Order # 118080 Cust PO # BAAC0241088 Entered In: 07/28/03									Totals :	96	\$480.00
VANIT 118081	08/04/03	08/15/03	05	49113	-PRINT	0	0	0	24	\$5.00	529055
VANIT 118081	08/04/03	08/15/03	05	49114	-PRINT	0	0	0	24	\$5.00	529055
VANIT 118081	08/04/03	08/15/03	05	49115	-OLIVE	0	0	0	24	\$5.00	529055
VANIT 118081	08/04/03	08/15/03	05	49132	-PRINT	0	0	0	24	\$5.00	529055
Order # 118081 Cust PO # BAAC0251088 Entered In: 07/28/03									Totals :	96	\$480.00
VANIT 118082	08/04/03	08/15/03	05	49113	-PRINT	0	0	0	24	\$5.00	529056
VANIT 118082	08/04/03	08/15/03	05	49114	-PRINT	0	0	0	24	\$5.00	529056
VANIT 118082	08/04/03	08/15/03	05	49115	-OLIVE	0	0	0	24	\$5.00	529056
VANIT 118082	08/04/03	08/15/03	05	49132	-PRINT	0	0	0	24	\$5.00	529056
Order # 118082 Cust PO # BAAC0261088 Entered In: 07/28/03									Totals :	96	\$480.00

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VANIT	118083	08/04/03	08/15/03	05	49113	-PRINT			24	\$5.00	529057	
VANIT	118083	08/04/03	08/15/03	05	49114	-PRINT			24	\$5.00	529057	
VANIT	118083	08/04/03	08/15/03	05	49116	-OLIVE			24	\$5.00	529057	
Totals :										36	\$15.00	529057
Order #	118083	Cust PO #	BAACC0271088	Entered In:	07/25/03							
VANIT	118084	08/04/03	08/15/03	05	49113	-PRINT			24	\$5.00	529058	
VANIT	118084	08/04/03	08/15/03	05	49114	-PRINT			24	\$5.00	529058	
VANIT	118084	08/04/03	08/15/03	05	49115	-OLIVE			24	\$5.00	529058	
VANIT	118084	08/04/03	08/15/03	05	49116	-PRINT			24	\$5.00	529058	
Totals :										36	\$15.00	529058
Order #	118084	Cust PO #	BAACC0291088	Entered In:	07/25/03							
VANIT	118085	08/04/03	08/15/03	05	49113	-PRINT			24	\$5.00	529059	
VANIT	118085	08/04/03	08/15/03	05	49114	-PRINT			24	\$5.00	529059	
VANIT	118085	08/04/03	08/15/03	05	49115	-OLIVE			24	\$5.00	529059	
VANIT	118085	08/04/03	08/15/03	05	49116	-PRINT			24	\$5.00	529059	
Totals :										36	\$15.00	529059
Order #	118085	Cust PO #	BAACC0301088	Entered In:	07/25/03							
VANIT	118086	08/04/03	08/15/03	05	49113	-PRINT			24	\$5.00	529060	
VANIT	118086	08/04/03	08/15/03	05	49114	-PRINT			24	\$5.00	529060	
VANIT	118086	08/04/03	08/15/03	05	49115	-OLIVE			24	\$5.00	529060	
VANIT	118086	08/04/03	08/15/03	05	49116	-PRINT			24	\$5.00	529060	
Totals :										36	\$15.00	529060
Order #	118086	Cust PO #	BAACC0821088	Entered In:	07/25/03							
VANIT	118087	08/04/03	08/15/03	05	49112	-LILAC			24	\$5.00	529061	
VANIT	118087	08/04/03	08/15/03	05	49113	-PRINT			24	\$5.00	529061	
VANIT	118087	08/04/03	08/15/03	05	49115	-OLIVE			24	\$5.00	529061	
VANIT	118087	08/04/03	08/15/03	05	49116	-PRINT			24	\$5.00	529061	
Totals :										36	\$15.00	529061
Order #	118087	Cust PO #	BAACC0331088	Entered In:	07/25/03							
VANIT	118088	08/04/03	08/15/03	05	49112	-LILAC			24	\$5.00	529062	
VANIT	118088	08/04/03	08/15/03	05	49113	-PRINT			24	\$5.00	529062	
VANIT	118088	08/04/03	08/15/03	05	49115	-OLIVE			24	\$5.00	529062	
VANIT	118088	08/04/03	08/15/03	05	49132	-PRINT			24	\$5.00	529062	
Totals :										36	\$15.00	529062
Order #	118088	Cust PO #	BAACC0841088	Entered In:	07/25/03							
VANIT	118089	08/04/03	08/15/03	05	49112	-LILAC			24	\$5.00	529063	
VANIT	118089	08/04/03	08/15/03	05	49113	-PRINT			24	\$5.00	529063	
VANIT	118089	08/04/03	08/15/03	05	49115	-OLIVE			24	\$5.00	529063	
VANIT	118089	08/04/03	08/15/03	05	49132	-PRINT			24	\$5.00	529063	
Totals :										36	\$15.00	529063
Order #	118089	Cust PO #	BAACC0861088	Entered In:	07/25/03							
VANIT	118090	08/04/03	08/15/03	05	49112	-LILAC			24	\$5.00	529064	
VANIT	118090	08/04/03	08/15/03	05	49113	-PRINT			24	\$5.00	529064	
VANIT	118090	08/04/03	08/15/03	05	49115	-OLIVE			24	\$5.00	529064	
VANIT	118090	08/04/03	08/15/03	05	49116	-PRINT			24	\$5.00	529064	
Totals :										36	\$15.00	529064
Order #	118090	Cust PO #	BAACC0371088	Entered In:	07/25/03							
VANIT	118091	08/04/03	08/15/03	05	49112	-LILAC			24	\$5.00	529065	
VANIT	118091	08/04/03	08/15/03	05	49113	-PRINT			24	\$5.00	529065	
VANIT	118091	08/04/03	08/15/03	05	49115	-OLIVE			24	\$5.00	529065	
VANIT	118091	08/04/03	08/15/03	05	49132	-PRINT			24	\$5.00	529065	
Totals :										36	\$15.00	529065
Order #	118091	Cust PO #	BAACC0381088	Entered In:	07/25/03							
VANIT	118092	08/04/03	08/15/03	05	49112	-LILAC			24	\$5.00	529066	
VANIT	118092	08/04/03	08/15/03	05	49113	-PRINT			24	\$5.00	529066	
VANIT	118092	08/04/03	08/15/03	05	49115	-OLIVE			24	\$5.00	529066	

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VANIT 115082	08/04/03	08/15/03	05	48116	-PRINT				24	\$5.00	529065		
Order # 115082 Cust PO # BAAC0041088 Entered In: 07/25/03													
Totals :									32	32	32	96	\$480.00
VANIT 115083	08/04/03	08/15/03	05	48112	-LILAC				24	\$5.00	529067		
VANIT 115083	08/04/03	08/15/03	05	48113	-PRINT				24	\$5.00	529067		
VANIT 115083	08/04/03	08/15/03	05	48115	-OLIVE				24	\$5.00	529067		
Order # 115083 Cust PO # BAAC0041088 Entered In: 07/25/03													
Totals :									32	32	32	96	\$480.00
VANIT 115084	08/04/03	08/15/03	05	48112	-LILAC				24	\$5.00	529068		
VANIT 115084	08/04/03	08/15/03	05	48113	-PRINT				24	\$5.00	529068		
VANIT 115084	08/04/03	08/15/03	05	48115	-OLIVE				24	\$5.00	529068		
Order # 115084 Cust PO # BAAC0041088 Entered In: 07/25/03													
Totals :									32	32	32	96	\$480.00
VANIT 115085	08/04/03	08/15/03	05	48112	-LILAC				24	\$5.00	529069		
VANIT 115085	08/04/03	08/15/03	05	48113	-PRINT				24	\$5.00	529069		
VANIT 115085	08/04/03	08/15/03	05	48115	-OLIVE				24	\$5.00	529069		
VANIT 115085	08/04/03	08/15/03	05	48116	-PRINT				24	\$5.00	529069		
Order # 115085 Cust PO # BAAC0041088 Entered In: 07/25/03													
Totals :									32	32	32	96	\$480.00
VANIT 115086	08/04/03	08/15/03	05	48112	-LILAC				24	\$5.00	529070		
VANIT 115086	08/04/03	08/15/03	05	48113	-PRINT				24	\$5.00	529070		
VANIT 115086	08/04/03	08/15/03	05	48115	-OLIVE				24	\$5.00	529070		
VANIT 115086	08/04/03	08/15/03	05	48116	-PRINT				24	\$5.00	529070		
Order # 115086 Cust PO # BAAC0041088 Entered In: 07/25/03													
Totals :									32	32	32	96	\$480.00
VANIT 115087	08/04/03	08/15/03	05	48112	-LILAC				24	\$5.00	529071		
VANIT 115087	08/04/03	08/15/03	05	48113	-PRINT				24	\$5.00	529071		
VANIT 115087	08/04/03	08/15/03	05	48115	-OLIVE				24	\$5.00	529071		
VANIT 115087	08/04/03	08/15/03	05	48116	-PRINT				24	\$5.00	529071		
Order # 115087 Cust PO # BAAC0041088 Entered In: 07/25/03													
Totals :									32	32	32	96	\$480.00
VANIT 115088	08/04/03	08/15/03	05	48111	-PINK				12	\$5.00	529072		
VANIT 115088	08/04/03	08/15/03	05	48113	-PRINT				24	\$5.00	529072		
VANIT 115088	08/04/03	08/15/03	05	48115	-OLIVE				24	\$5.00	529072		
VANIT 115088	08/04/03	08/15/03	05	48132	-PRINT				24	\$5.00	529072		
Order # 115088 Cust PO # BAAC0041088 Entered In: 07/25/03													
Totals :									28	28	28	84	\$420.00
VANIT 115089	08/04/03	08/15/03	05	48111	-PINK				12	\$5.00	529073		
VANIT 115089	08/04/03	08/15/03	05	48113	-PRINT				24	\$5.00	529073		
VANIT 115089	08/04/03	08/15/03	05	48115	-OLIVE				24	\$5.00	529073		
VANIT 115089	08/04/03	08/15/03	05	48132	-PRINT				24	\$5.00	529073		
Order # 115089 Cust PO # BAAC0041088 Entered In: 07/25/03													
Totals :									28	28	28	84	\$420.00
VANIT 115100	08/04/03	08/15/03	05	48111	-PINK				12	\$5.00	529074		
VANIT 115100	08/04/03	08/15/03	05	48113	-PRINT				24	\$5.00	529074		
VANIT 115100	08/04/03	08/15/03	05	48115	-OLIVE				24	\$5.00	529074		
VANIT 115100	08/04/03	08/15/03	05	48132	-PRINT				24	\$5.00	529074		
Order # 115100 Cust PO # BAAC0041088 Entered In: 07/25/03													
Totals :									28	28	28	84	\$420.00
VANIT 115101	08/04/03	08/15/03	05	48111	-PINK				12	\$5.00	529075		
VANIT 115101	08/04/03	08/15/03	05	48113	-PRINT				24	\$5.00	529075		
VANIT 115101	08/04/03	08/15/03	05	48115	-OLIVE				24	\$5.00	529075		
VANIT 115101	08/04/03	08/15/03	05	48116	-PRINT				24	\$5.00	529075		
Order # 115101 Cust PO # BAAC0041088 Entered In: 07/25/03													
Totals :									28	28	28	84	\$420.00

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										3T	3T	4T	3-4T		
VANIT	118102	08/04/03	08/18/03	05	48113	-PRINT				24	\$5.00	529078			
VANIT	118102	08/04/03	08/18/03	05	48115	-OLIVE				24	\$5.00	529078			
Order # 118102 Cust PO # 88ACC0481088 Entered In: 07/28/03										Totals :	18	18	18	48	\$240.00
VANIT	118103	08/04/03	08/18/03	05	48111	-PINK				12	\$5.00	529077			
VANIT	118103	08/04/03	08/18/03	05	48113	-PRINT				24	\$5.00	529077			
VANIT	118103	08/04/03	08/18/03	05	48115	-OLIVE				24	\$5.00	529077			
VANIT	118103	08/04/03	08/18/03	05	48118	-PRINT				24	\$5.00	529077			
Order # 118103 Cust PO # 88ACC0511088 Entered In: 07/28/03										Totals :	24	24	24	84	\$420.00
VANIT	118104	08/04/03	08/18/03	05	48111	-PINK				12	\$5.00	529078			
VANIT	118104	08/04/03	08/18/03	05	48114	-PRINT				24	\$5.00	529078			
VANIT	118104	08/04/03	08/18/03	05	48115	-OLIVE				24	\$5.00	529078			
VANIT	118104	08/04/03	08/18/03	05	48118	-PRINT				24	\$5.00	529078			
Order # 118104 Cust PO # 88ACC0521088 Entered In: 07/28/03										Totals :	24	24	24	84	\$420.00
VANIT	118105	08/04/03	08/18/03	05	48111	-PINK				12	\$5.00	529079			
VANIT	118105	08/04/03	08/18/03	05	48114	-PRINT				24	\$5.00	529079			
VANIT	118105	08/04/03	08/18/03	05	48115	-OLIVE				24	\$5.00	529079			
VANIT	118105	08/04/03	08/18/03	05	48118	-PRINT				24	\$5.00	529079			
Order # 118105 Cust PO # 88ACC0531088 Entered In: 07/28/03										Totals :	24	24	24	84	\$420.00
VANIT	118106	08/04/03	08/18/03	05	48111	-PINK				12	\$5.00	529080			
VANIT	118106	08/04/03	08/18/03	05	48114	-PRINT				24	\$5.00	529080			
VANIT	118106	08/04/03	08/18/03	05	48115	-OLIVE				24	\$5.00	529080			
VANIT	118106	08/04/03	08/18/03	05	48132	-PRINT				24	\$5.00	529080			
Order # 118106 Cust PO # 88ACC0541088 Entered In: 07/28/03										Totals :	24	24	24	84	\$420.00
VANIT	118107	08/04/03	08/18/03	05	48111	-PINK				12	\$5.00	529081			
VANIT	118107	08/04/03	08/18/03	05	48114	-PRINT				24	\$5.00	529081			
VANIT	118107	08/04/03	08/18/03	05	48115	-OLIVE				24	\$5.00	529081			
VANIT	118107	08/04/03	08/18/03	05	48132	-PRINT				24	\$5.00	529081			
Order # 118107 Cust PO # 88ACC0551088 Entered In: 07/28/03										Totals :	24	24	24	84	\$420.00
VANIT	118108	08/04/03	08/18/03	05	48111	-PINK				12	\$5.00	529082			
VANIT	118108	08/04/03	08/18/03	05	48114	-PRINT				24	\$5.00	529082			
VANIT	118108	08/04/03	08/18/03	05	48115	-OLIVE				24	\$5.00	529082			
VANIT	118108	08/04/03	08/18/03	05	48132	-PRINT				24	\$5.00	529082			
Order # 118108 Cust PO # 88ACC0561088 Entered In: 07/28/03										Totals :	24	24	24	84	\$420.00
VANIT	118109	08/04/03	08/18/03	05	48111	-PINK				12	\$5.00	529083			
VANIT	118109	08/04/03	08/18/03	05	48114	-PRINT				24	\$5.00	529083			
VANIT	118109	08/04/03	08/18/03	05	48115	-OLIVE				24	\$5.00	529083			
VANIT	118109	08/04/03	08/18/03	05	48118	-PRINT				24	\$5.00	529083			
Order # 118109 Cust PO # 88ACC0571088 Entered In: 07/28/03										Totals :	24	24	24	84	\$420.00
VANIT	118110	08/04/03	08/18/03	05	48111	-PINK				12	\$5.00	529084			
VANIT	118110	08/04/03	08/18/03	05	48114	-PRINT				24	\$5.00	529084			
VANIT	118110	08/04/03	08/18/03	05	48115	-OLIVE				24	\$5.00	529084			
VANIT	118110	08/04/03	08/18/03	05	48118	-PRINT				24	\$5.00	529084			
Order # 118110 Cust PO # 88ACC0581088 Entered In: 07/28/03										Totals :	24	24	24	84	\$420.00
VANIT	118111	08/04/03	08/18/03	05	48111	-PINK				12	\$5.00	529085			
VANIT	118111	08/04/03	08/18/03	05	48114	-PRINT				24	\$5.00	529085			
VANIT	118111	08/04/03	08/18/03	05	48115	-OLIVE				24	\$5.00	529085			
VANIT	118111	08/04/03	08/18/03	05	48118	-PRINT				24	\$5.00	529085			
Order # 118111 Cust PO # 88ACC0591088 Entered In: 07/28/03										Totals :	24	24	24	84	\$420.00
VANIT	118112	08/04/03	08/18/03	05	48111	-PINK				12	\$5.00	529086			
VANIT	118112	08/04/03	08/18/03	05	48114	-PRINT				24	\$5.00	529086			
Order # 118112 Cust PO # 88ACC0601088 Entered In: 07/28/03										Totals :	24	24	24	84	\$420.00

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VANIT	118112	08/04/03	08/15/03	05	48116	-PRINT				24	\$5.00	\$240.00		24	\$5.00	\$240.00
	Order # 118112	Cust PO #	88ACCO61088	Entered In:	07/24/03					24	24	24		80		\$300.00
	VANIT	118113	08/04/03	08/15/03	05	48111	-PINK			12	\$5.00	\$240.00		12	\$5.00	\$240.00
	VANIT	118113	08/04/03	08/15/03	05	48114	-PRINT			24	\$5.00	\$240.00		24	\$5.00	\$240.00
	VANIT	118113	08/04/03	08/15/03	05	48116	-PRINT			24	\$5.00	\$240.00		24	\$5.00	\$240.00
	Order # 118113	Cust PO #	88ACCO61088	Entered In:	07/24/03					24	24	24		80		\$300.00
	VANIT	118114	08/04/03	08/15/03	05	48111	-PINK			12	\$5.00	\$240.00		12	\$5.00	\$240.00
	VANIT	118114	08/04/03	08/15/03	05	48114	-PRINT			24	\$5.00	\$240.00		24	\$5.00	\$240.00
	VANIT	118114	08/04/03	08/15/03	05	48116	-PRINT			24	\$5.00	\$240.00		24	\$5.00	\$240.00
	Order # 118114	Cust PO #	88ACCO61088	Entered In:	07/24/03					24	24	24		80		\$300.00
VANIT	118115	08/04/03	08/15/03	05	48111	-PINK				12	\$5.00	\$240.00		12	\$5.00	\$240.00
	VANIT	118115	08/04/03	08/15/03	05	48114	-PRINT			24	\$5.00	\$240.00		24	\$5.00	\$240.00
	VANIT	118115	08/04/03	08/15/03	05	48116	-PRINT			24	\$5.00	\$240.00		24	\$5.00	\$240.00
	Order # 118115	Cust PO #	88ACCO61088	Entered In:	07/24/03					24	24	24		80		\$300.00
	VANIT	118116	08/04/03	08/15/03	05	48111	-PINK			12	\$5.00	\$240.00		12	\$5.00	\$240.00
	VANIT	118116	08/04/03	08/15/03	05	48114	-PRINT			24	\$5.00	\$240.00		24	\$5.00	\$240.00
	VANIT	118116	08/04/03	08/15/03	05	48116	-PRINT			24	\$5.00	\$240.00		24	\$5.00	\$240.00
	Order # 118116	Cust PO #	88ACCO61088	Entered In:	07/24/03					24	24	24		80		\$300.00
	VANIT	118117	08/04/03	08/15/03	05	48111	-PINK			12	\$5.00	\$240.00		12	\$5.00	\$240.00
	VANIT	118117	08/04/03	08/15/03	05	48114	-PRINT			24	\$5.00	\$240.00		24	\$5.00	\$240.00
VANIT	118117	08/04/03	08/15/03	05	48116	-PRINT			24	\$5.00	\$240.00		24	\$5.00	\$240.00	
Order # 118117	Cust PO #	88ACCO61088	Entered In:	07/24/03					24	24	24		80		\$300.00	
VANIT	118118	08/04/03	08/15/03	05	48111	-PINK				12	\$5.00	\$240.00		12	\$5.00	\$240.00
	VANIT	118118	08/04/03	08/15/03	05	48114	-PRINT			24	\$5.00	\$240.00		24	\$5.00	\$240.00
	VANIT	118118	08/04/03	08/15/03	05	48116	-PRINT			24	\$5.00	\$240.00		24	\$5.00	\$240.00
	VANIT	118118	08/04/03	08/15/03	05	48132	-PRINT			24	\$5.00	\$240.00		24	\$5.00	\$240.00
	Order # 118118	Cust PO #	88ACCO61088	Entered In:	07/24/03					24	24	24		84		\$420.00
	VANIT	118119	08/04/03	08/15/03	05	48111	-PINK			12	\$5.00	\$240.00		12	\$5.00	\$240.00
	VANIT	118119	08/04/03	08/15/03	05	48114	-PRINT			24	\$5.00	\$240.00		24	\$5.00	\$240.00
	VANIT	118119	08/04/03	08/15/03	05	48116	-PRINT			24	\$5.00	\$240.00		24	\$5.00	\$240.00
	Order # 118119	Cust PO #	88ACCO61088	Entered In:	07/24/03					24	24	24		80		\$300.00
	VANIT	118120	08/04/03	08/15/03	05	48111	-PINK			12	\$5.00	\$240.00		12	\$5.00	\$240.00
VANIT	118120	08/04/03	08/15/03	05	48114	-PRINT			24	\$5.00	\$240.00		24	\$5.00	\$240.00	
VANIT	118120	08/04/03	08/15/03	05	48116	-PRINT			24	\$5.00	\$240.00		24	\$5.00	\$240.00	
VANIT	118120	08/04/03	08/15/03	05	48132	-PRINT			24	\$5.00	\$240.00		24	\$5.00	\$240.00	
Order # 118120	Cust PO #	88ACCO61088	Entered In:	07/24/03					24	24	24		84		\$420.00	
VANIT	118121	08/04/03	08/15/03	05	48111	-PINK				12	\$5.00	\$240.00		12	\$5.00	\$240.00
	VANIT	118121	08/04/03	08/15/03	05	48114	-PRINT			24	\$5.00	\$240.00		24	\$5.00	\$240.00
	VANIT	118121	08/04/03	08/15/03	05	48116	-PRINT			24	\$5.00	\$240.00		24	\$5.00	\$240.00
	VANIT	118121	08/04/03	08/15/03	05	48132	-PRINT			24	\$5.00	\$240.00		24	\$5.00	\$240.00
	Order # 118121	Cust PO #	88ACCO61088	Entered In:	07/24/03					24	24	24		84		\$420.00
	Account # VANIT	V.P. Factory Outlet	AJSD, - - /							24	24	24		84		\$420.00
	W&W	114880	08/20/03	08/30/03	05	IFS000	-ASST.			6171	\$1.00	\$6171.00		6171	\$1.00	\$6171.00
	Order # 114880	Cust PO #	12198	Entered In:	08/06/03					6171				6171		\$6171.00
	Account # W&W	W & W WHOLESALE, INC.	AJSD, - -							6171				6171		\$6171.00
	W&W	118028	08/22/03	08/27/03	05	45011	-ASST.			720	\$3.50	\$2520.00		720	\$3.50	\$2520.00

By : ANDREA
 Time : 18:45:28

KENT, INC
 0101/03-12/31/03

Date : 08/14/03
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Order Detail Report

Sub Totals By : Account Number

										ST	ST	4T	3-4T					
WEGM 118028	08/22/03	08/27/03	05	48012	-ASST.					200	200	200		940	\$3.50	823007		
Order # 118028	Cont PO #	004885717	Entered In:	07/18/03	Totals :	800	800	800		1800						\$5480.00		
Account # WEGMA	Wegmans	AJED, . . /	Totals :			800	800	800		1800						\$5480.00		
WBEM 118148	08/13/03	08/20/03	05	4000B	-ASST.					20	20	20		60	\$9.50	823110		
WBEM 118148	08/18/03	08/20/03	05	4000G	-ASST.					20	20	20		60	\$9.50	823110		
WBEM 118148	08/19/03	08/20/03	05	4000I	-ASST.					60	120	180		60	\$3.50	823110		
Order # 118148	Cont PO #	28304	Entered In:	08/04/03	Totals :	80	80	80		180						\$630.00		
Account # WBEM	W.S. Eveson Company, Inc/LMD,	Totals :				80	80	80		180						\$630.00		
Grand Totals										198578	188458	188458	74840	74840	74840		751024	\$3508796.50