

Form PTO-1594
(rev 3/1)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

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

1. Name of conveying party(ies):

Fasma, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation

Other - **Delaware LLC**

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

2. Name and Address of receiving party(ies)

**Hilco Wholesale, LLC
5 Revere Drive, Suite 205
Northbrook, IL 60062**

Individual(s) citizenship

Association
 General Partnership
 Limited Partnership
 Corporation

Other - **Illinois LLC**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name

Other: **U.S. Bankruptcy Court**

**Nothern District of Illinois Order
Authorizing Sale of Assets Free and
Clear of Liens**

Execution Date: **September 23, 2003**

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

B. Trademark Registration No(s).

2428874

Additional numbers attached? Yes No

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

**Elaine D. Ziff, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
eziff@skadden.com**

6. Total number of applications/registrations involved: **1**

7. Total fee (37 CFR 3.41) **\$40**

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

Authorized User: **Michael McGuire**

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

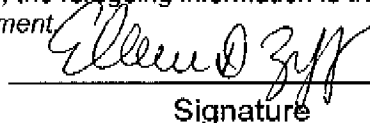
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elaine D. Ziff

Name



Signature

December 7, 2004

Date

Total number of pages including cover sheet, attachments, and document: **61**

CH \$40.00 192385 2428874

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:)	Case No. 03 B 19465
)	03 B 19468
SARAH MICHAELS, INC.,)	03 B 24425
SARAH MICHAELS, LLC,)	(Jointly Administered)
FASMA, LLC,)	Chapter 11
)	
Debtors.)	Hon. Jack B. Schmetterer
)	
)	

ORDER AUTHORIZING AND APPROVING THE SALE OF CERTAIN OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES

Upon the motion (the "Motion")¹ of the above-captioned debtors and debtors-in-possession (the "Debtors"), for, *inter alia*, entry of an order under 11 U.S.C. §§ 105(a) and 363 and Fed. R. Bankr. P. 2002, 6004 and 9014 authorizing and approving the sale (the "Sale") of certain of the Debtors' assets free and clear of liens, claims and encumbrances, pursuant to the terms of that certain Asset Purchase Agreement dated as of September 15, 2003, among Hilco Wholesale, LLC (the "Buyer"), and the Debtors (the "Agreement"), and the Court having entered an order on June 19, 2003 (the "Sale Procedures Order"), approving the conduct of an auction for certain of the Debtors' assets; and a hearing on the Motion having been held on September 23, 2003 (the "Sale Hearing"), at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered (i) the Motion, (ii) the objections thereto, if any, and (iii) the arguments of counsel made, and the evidence

¹ Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Motion or the Agreement, as the case may be; as to any conflicts with respect to such terms, the meanings contained in the Agreement shall control over the meanings contained in the Motion.

TRADEMARK
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proffered or adduced, at the Sale Hearing; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estate and creditors and other parties in interest; and upon the record of the Sale Hearing and these cases; and after due deliberation thereon; and good cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:²

A. The Court has jurisdiction over this Motion and the transactions contemplated by the Agreement pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are sections 105 and 363 of 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), and Fed. R. Bankr. P. 2002, 6004 and 9014.

C. As evidenced by the affidavits of service previously filed with the Court, and based on the representations of counsel at the Hearing, (i) proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing, the Sale has been provided in accordance with 11 U.S.C. §§ 102(l), 363 and Fed. R. Bankr. P. 2002, 6004 and 9014 and in compliance with the Sale Procedures Order, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing or the Sale is or shall be required.

D. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing,

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

the Debtors have marketed the Acquired Assets and conducted the sale process in compliance with the Sale Procedures Order and the Auction was duly noticed and conducted in a non-collusive, fair and good faith manner.

E. Each Debtor (i) has full corporate power and authority to execute the Agreement and all other documents contemplated thereby, and the sale of the Acquired Assets by the Debtors has been duly and validly authorized by all necessary corporate action of each of the Debtors, (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Agreement, (iii) has taken all corporate action necessary to authorize and approve the Agreement and the consummation by such Debtors of the transactions contemplated thereby, and (iv) no consents or approvals, other than those expressly provided for in the Agreement, are required for the Debtors to consummate such transactions.

F. Approval of the Agreement and consummation of the Sale at this time are in the best interests of the Debtors, their creditors, their estates, and other parties in interest.

G. The Debtors have demonstrated both (i) good, sufficient, and sound business purpose and justification and (ii) compelling circumstances for the Sale pursuant to 11 U.S.C. § 363(b) prior to, and outside of, a plan of reorganization in that, among other things, absent the Sale the value of the Acquired Assets will be harmed.

H. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities.

I. The Agreement was negotiated, proposed and entered into by the Debtors and the Buyer without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors nor the Buyer have engaged in any conduct that would cause or permit the Agreement to be avoided under 11 U.S.C. § 363(n).

J. The Buyer is a good faith purchaser under 11 U.S.C. § 363(m) and, as such, is entitled to all of the protections afforded thereby.

K. The Buyer is not an "insider" of any of the Debtors, as that term is defined in 11 U.S.C. § 101.

L. The consideration provided by the Buyer for the Acquired Assets pursuant to the Agreement (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the Acquired Assets, (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

M. The transfer of the Acquired Assets to the Buyer will be a legal, valid, and effective transfer of the Acquired Assets, authorized pursuant to the Bankruptcy Code, and will vest the Buyer with all right, title, and interest of the Debtors to the Acquired Assets free and clear of all Interests (as defined below), including, but not limited to those (A) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Debtors' or the Buyer's interest in the Acquired Assets, or any similar rights, (B) relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing Date, and (C) (i) all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership and (ii) all debts arising in any way in connection with any agreements, acts, or failures to act, of any of the Debtors or any of the Debtors'

predecessors or affiliates, claims (as that term is defined in the Bankruptcy Code), obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise, ~~including but not limited to claims otherwise arising under doctrine of successor liability to the extent permitted by law~~ (collectively, "Interests").

N. The Buyer would not have entered into the Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtors, their estates, and their creditors, if the sale of the Acquired Assets to the Buyer was not free and clear of all Interests or any kind or nature whatsoever, or if the Buyer would, or in the future could, be liable for any of the Interests.

~~O. The Buyer shall have no liability for any liability, claim (as that term is defined in section 101(5) of the Bankruptcy Code) or other obligation of or against the Sellers related to the Acquired Assets by reason of the transfer of the Acquired Assets to the Buyer. The Buyer shall not be deemed, as a result of any action taken in connection with the purchase of the Acquired Assets, to: (1) be a successor to the Sellers; or (2) have, *de facto* or otherwise, merged with or into the Sellers. The Buyer is not acquiring or assuming any liability, warranty or other obligation of the Sellers.~~

P. The Debtors may sell the Acquired Assets free and clear of all Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied. Those holders of Interests who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented pursuant to 11

U.S.C. § 363(f)(2). Those holders of Interests who did object fall within one or more of the other subsections of 11 U.S.C. § 363(f) and are adequately protected by having their Interests, if any, attach to the cash proceeds of the Sale ultimately attributable to the property against or in which they claim an Interest.

Q. [Intentionally omitted]

R. Approval of the Agreement and consummation of the Sale of the Acquired Assets at this time are in the best interests of the Debtors, their creditors, their estates and other parties in interest.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED

THAT,

General Provisions

1. The Motion is granted, as further described herein.
2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, hereby are overruled on the merits.

Approval of the Agreement

3. The Agreement, and all of the terms and conditions thereof, are hereby approved.
4. Pursuant to 11 U.S.C. § 363(b), the Debtors are authorized to perform their obligations under and comply with the terms of the Agreement, and consummate the Sale, pursuant to and in accordance with the terms and conditions of the Agreement.
5. The Debtors are authorized and directed to execute and deliver, and empowered to perform under, consummate and implement, the Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the

Agreement and to take all further actions as may be requested by the Buyer for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer or reducing to possession, the Acquired Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreement without further order.

6. This Order and the Agreement shall be binding in all respects upon all creditors (whether known or unknown) of any Debtor, all successors and assigns of the Buyer, the Debtors and their affiliates and subsidiaries, and any subsequent trustees appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code and shall not be subject to rejection. Nothing contained in any chapter 11 plan confirmed in these bankruptcy cases or the confirmation order confirming any such chapter 11 plan shall conflict with or derogate from the provisions of the Agreement or this Order.

7. The Agreement and any related agreements, documents, or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court; provided that any such modification, amendment, or supplement is not material to the Debtors' estates.

Transfer of Assets

8. Except as expressly permitted or otherwise specifically provided for in the Agreement or this Order, pursuant to 11 U.S.C. §§ 105(a) and 363(f), the Acquired Assets shall be transferred to the Buyer, and upon consummation of the Agreement (the "Closing") shall be, free and clear of all Interests of any kind or nature whatsoever with all such Interests of any kind or nature whatsoever to attach to the net proceeds of the Sale in the order of their priority, with the same validity, force and effect which they now have as against the Acquired Assets, subject to any claims and defenses the Debtors may possess with respect thereto. In accordance with the

Final Order (1) authorizing Debtors as Debtors-in-possession to Incur Post-Petition Secured Indebtedness, (2) Granting Security Interests and Superpriority Claims pursuant to 11 U.S.C. Sections 363 and 364, (3) Granting Adequate Protection and (4) Modifying Automatic Stay (the "Financing Order") entered by the Court, all of the net proceeds of Sale shall be remitted to LaSalle Business Credit, LLC for application to the Indebtedness, as defined in, and in the manner specified in, the Financing Order.

~~9. Except as expressly permitted or otherwise specifically provided by the Agreement or this Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors, holding interests of any kind or nature whatsoever against or in the Debtors or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the operation of the Debtors' business prior to the Closing Date, or the transfer of the Acquired Assets to the Buyer, hereby are forever barred, estopped, and permanently enjoined from asserting against the Buyer, its successors or assigns, its property, or the Acquired Assets, such persons' or entities' interests.~~

10. Nothing in the Order or the Agreement releases or nullifies any liability to a governmental entity under police or regulatory statutes or regulations that any entity would be subject to as the owner or operator of property after the date of entry of this Order.

11. The transfer of the Acquired Assets to the Buyer pursuant to the Agreement constitutes a legal, valid, and effective transfer of the Acquired Assets, and shall vest the Buyer with all right, title, and interest of the Debtors in and to the Acquired Assets free and clear of all Interests of any kind or nature whatsoever.

12. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing interests in the Debtors or the Acquired Assets shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all interests which the person or entity has with respect to the Debtors or the Acquired Assets or otherwise, then (a) the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets and (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all interests in the Acquired Assets of any kind or nature whatsoever.

Additional Provisions

13. On the Closing Date of the Sale, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its interests in the Acquired Assets, if any, as such interests may have been recorded or may otherwise exist.

subject to 9/18/09
14. This Order (a) shall be effective as a determination that, on the Closing Date, all interests of any kind or nature whatsoever existing as to the Debtors or the Acquired Assets prior to the Closing have been unconditionally released, discharged and terminated (other than the Surviving Obligations), and that the conveyances described herein have been effected and (b) shall be binding upon and shall govern the acts of all entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of

state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets.

15. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to

consummate the transactions contemplated by the Agreement, *subject to compliance with filing and recording requirements under local bankruptcy law.*

16. All entities who are presently, or on the Closing Date may be, in possession of some or all of the Acquired Assets are hereby directed to surrender possession of the Acquired Assets to the Buyer on the Closing Date.

17. This Court retains jurisdiction to enforce and implement the terms and provisions of the Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Acquired Assets to the Buyer, (b) compel delivery of the purchase price or performance of other obligations owed to the Debtors, (c) resolve any disputes arising under or related to the Agreement, and (d) interpret, implement, and enforce the provisions of this Order.

18. The transactions contemplated by the Agreement are undertaken by the Buyer in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Buyer, unless such authorization is duly stayed pending such appeal. The Buyer is a Buyer in good faith of the Acquired Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

19. The terms and provisions of the Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, the Buyer, and its respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting an Interest in the Acquired Assets to be sold to the Buyer pursuant to the Agreement, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

20. The failure specifically to include any particular provisions of the Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

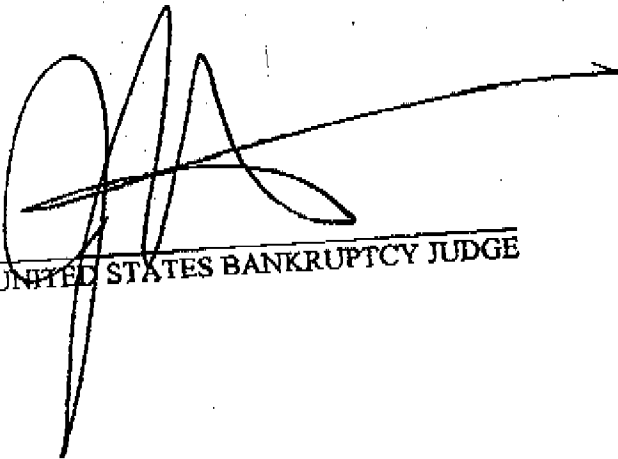
21. The Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates. ~~In the event that there is a conflict between the terms of this Order and the Agreement, the terms of the Agreement shall control, except in the case of paragraph 20 of this Order, which shall control in the event that paragraph 20 of this Order and the Agreement are in conflict.~~

22. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transfer of any of the Acquired Assets, ~~at without imposition or payment of any stamp tax or similar tax.~~

23. This Court retains jurisdiction to enforce and implement the terms and provisions of this Order, including the provisions of paragraph 28 above.

24. As provided by Rules 6004(g) of the Federal Rules of Bankruptcy Procedure, this Order shall not be stayed for 10 days after the entry of the Order and shall be effective immediately upon entry.

Dated: Chicago, Illinois
September 23, 2003



UNITED STATES BANKRUPTCY JUDGE

Exhibit A

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT,

Dated as of September 18, 2003

Among

HILCO WHOLESALE, LLC

BUYER

and

FASMA, LLC

SARAH MICHAELS, INC.

SARAH MICHAELS, LLC

SELLER

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

WITNESSETH:

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

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

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

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

Section 1. SALE AND PURCHASE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. CERTAIN COVENANTS AND AGREEMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. TERMINATION.

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

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

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

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

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

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

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

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

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

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

If to Seller, to:

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

If to Buyer, to:

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

with copies to:

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

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

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

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

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

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

"Acquired Assets" has the meaning ascribed to it in Sections 1(a).

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

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

"Bankruptcy Code" has the meaning ascribed to it in the recitals hereto.

"Bankruptcy Court" has the meaning ascribed to it in the recitals hereto.

"Business" means Seller's business of assembling and distributing body care and related products.

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

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

"Closing" and "Closing Date" each has the meaning ascribed to it in Section 2.

"Cost Value" has the meaning ascribed to it in Section 1(e).

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

"Deposit" has the meaning ascribed thereto in Section 1(c).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HILCO WHOLESALE, LLC

By: _____
Name: _____
Title: _____

FASMA, LLC

By: *[Signature]*
Name: SCOTT R. CLAY
Title: ATTY. for Seller

SARAH MICHAELS, INC

By: *[Signature]*
Name: SCOTT R. CLAY
Title: ATTY. for Seller

SARAH MICHAELS, LLC

By: *[Signature]*
Name: SCOTT R. CLAY
Title: ATTY. for Seller

09/18/03 THU 12:48 FAX 1 847 509 1150

HILCO TRADING CO.

002

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

HILCO WHOLESALE LLC

By: [Signature]
Name: LARRY S. CARROLL
Title: PRESIDENT AND CEO

FASMA, LLC

By: _____
Name: _____
Title: _____

SARAH MICHAELS, INC.

By: _____
Name: _____
Title: _____

SARAH MICHAELS, LLC

By: _____
Name: _____
Title: _____

SCHEDULE A**ACQUIRED ASSETS**

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

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

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Order #	Part	Description	Unit	Qty	Unit Price	Total Price	Net Price	Net Value	Units	Value	Units	Value	Units	Value
0001	SKM10000001	SKM10000001	EA	1	10.50	10.50	10.50	10.50	1	10.50	1	10.50	1	10.50
0002	SKM20000001	SKM20000001	EA	1	15.00	15.00	15.00	15.00	1	15.00	1	15.00	1	15.00
0003	SKM30000001	SKM30000001	EA	1	20.00	20.00	20.00	20.00	1	20.00	1	20.00	1	20.00
0004	SKM40000001	SKM40000001	EA	1	25.00	25.00	25.00	25.00	1	25.00	1	25.00	1	25.00
0005	SKM50000001	SKM50000001	EA	1	30.00	30.00	30.00	30.00	1	30.00	1	30.00	1	30.00
0006	SKM60000001	SKM60000001	EA	1	35.00	35.00	35.00	35.00	1	35.00	1	35.00	1	35.00
0007	SKM70000001	SKM70000001	EA	1	40.00	40.00	40.00	40.00	1	40.00	1	40.00	1	40.00
0008	SKM80000001	SKM80000001	EA	1	45.00	45.00	45.00	45.00	1	45.00	1	45.00	1	45.00
0009	SKM90000001	SKM90000001	EA	1	50.00	50.00	50.00	50.00	1	50.00	1	50.00	1	50.00
0010	SKM10000002	SKM10000002	EA	1	55.00	55.00	55.00	55.00	1	55.00	1	55.00	1	55.00
0011	SKM11000001	SKM11000001	EA	1	60.00	60.00	60.00	60.00	1	60.00	1	60.00	1	60.00
0012	SKM12000001	SKM12000001	EA	1	65.00	65.00	65.00	65.00	1	65.00	1	65.00	1	65.00
0013	SKM13000001	SKM13000001	EA	1	70.00	70.00	70.00	70.00	1	70.00	1	70.00	1	70.00
0014	SKM14000001	SKM14000001	EA	1	75.00	75.00	75.00	75.00	1	75.00	1	75.00	1	75.00
0015	SKM15000001	SKM15000001	EA	1	80.00	80.00	80.00	80.00	1	80.00	1	80.00	1	80.00
0016	SKM16000001	SKM16000001	EA	1	85.00	85.00	85.00	85.00	1	85.00	1	85.00	1	85.00
0017	SKM17000001	SKM17000001	EA	1	90.00	90.00	90.00	90.00	1	90.00	1	90.00	1	90.00
0018	SKM18000001	SKM18000001	EA	1	95.00	95.00	95.00	95.00	1	95.00	1	95.00	1	95.00
0019	SKM19000001	SKM19000001	EA	1	100.00	100.00	100.00	100.00	1	100.00	1	100.00	1	100.00
0020	SKM20000001	SKM20000001	EA	1	105.00	105.00	105.00	105.00	1	105.00	1	105.00	1	105.00
0021	SKM21000001	SKM21000001	EA	1	110.00	110.00	110.00	110.00	1	110.00	1	110.00	1	110.00
0022	SKM22000001	SKM22000001	EA	1	115.00	115.00	115.00	115.00	1	115.00	1	115.00	1	115.00
0023	SKM23000001	SKM23000001	EA	1	120.00	120.00	120.00	120.00	1	120.00	1	120.00	1	120.00
0024	SKM24000001	SKM24000001	EA	1	125.00	125.00	125.00	125.00	1	125.00	1	125.00	1	125.00
0025	SKM25000001	SKM25000001	EA	1	130.00	130.00	130.00	130.00	1	130.00	1	130.00	1	130.00
0026	SKM26000001	SKM26000001	EA	1	135.00	135.00	135.00	135.00	1	135.00	1	135.00	1	135.00
0027	SKM27000001	SKM27000001	EA	1	140.00	140.00	140.00	140.00	1	140.00	1	140.00	1	140.00
0028	SKM28000001	SKM28000001	EA	1	145.00	145.00	145.00	145.00	1	145.00	1	145.00	1	145.00
0029	SKM29000001	SKM29000001	EA	1	150.00	150.00	150.00	150.00	1	150.00	1	150.00	1	150.00
0030	SKM30000001	SKM30000001	EA	1	155.00	155.00	155.00	155.00	1	155.00	1	155.00	1	155.00
0031	SKM31000001	SKM31000001	EA	1	160.00	160.00	160.00	160.00	1	160.00	1	160.00	1	160.00
0032	SKM32000001	SKM32000001	EA	1	165.00	165.00	165.00	165.00	1	165.00	1	165.00	1	165.00
0033	SKM33000001	SKM33000001	EA	1	170.00	170.00	170.00	170.00	1	170.00	1	170.00	1	170.00
0034	SKM34000001	SKM34000001	EA	1	175.00	175.00	175.00	175.00	1	175.00	1	175.00	1	175.00
0035	SKM35000001	SKM35000001	EA	1	180.00	180.00	180.00	180.00	1	180.00	1	180.00	1	180.00
0036	SKM36000001	SKM36000001	EA	1	185.00	185.00	185.00	185.00	1	185.00	1	185.00	1	185.00
0037	SKM37000001	SKM37000001	EA	1	190.00	190.00	190.00	190.00	1	190.00	1	190.00	1	190.00
0038	SKM38000001	SKM38000001	EA	1	195.00	195.00	195.00	195.00	1	195.00	1	195.00	1	195.00
0039	SKM39000001	SKM39000001	EA	1	200.00	200.00	200.00	200.00	1	200.00	1	200.00	1	200.00
0040	SKM40000001	SKM40000001	EA	1	205.00	205.00	205.00	205.00	1	205.00	1	205.00	1	205.00
0041	SKM41000001	SKM41000001	EA	1	210.00	210.00	210.00	210.00	1	210.00	1	210.00	1	210.00
0042	SKM42000001	SKM42000001	EA	1	215.00	215.00	215.00	215.00	1	215.00	1	215.00	1	215.00
0043	SKM43000001	SKM43000001	EA	1	220.00	220.00	220.00	220.00	1	220.00	1	220.00	1	220.00
0044	SKM44000001	SKM44000001	EA	1	225.00	225.00	225.00	225.00	1	225.00	1	225.00	1	225.00
0045	SKM45000001	SKM45000001	EA	1	230.00	230.00	230.00	230.00	1	230.00	1	230.00	1	230.00
0046	SKM46000001	SKM46000001	EA	1	235.00	235.00	235.00	235.00	1	235.00	1	235.00	1	235.00
0047	SKM47000001	SKM47000001	EA	1	240.00	240.00	240.00	240.00	1	240.00	1	240.00	1	240.00
0048	SKM48000001	SKM48000001	EA	1	245.00	245.00	245.00	245.00	1	245.00	1	245.00	1	245.00
0049	SKM49000001	SKM49000001	EA	1	250.00	250.00	250.00	250.00	1	250.00	1	250.00	1	250.00
0050	SKM50000001	SKM50000001	EA	1	255.00	255.00	255.00	255.00	1	255.00	1	255.00	1	255.00

Updated Inventory Report - APA Format

TRADEMARK

REEL: 002988 FRAME: 0124

9/11/2003

Search Microsoft's Active List 2

Search Microsoft's Active List 2

Brand	Stock	Trp	Category	Item	Description	Year On	Order	Value	Commit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit
84	Active	RAV4H	Computer Label	MSN 500 Series (800) 4.07/2000		5/87	1,406												
84	Active	RAV4H	Computer Label	MSN 500 Series (800) 4.07/2000		2,727	1,406												
84	Active	RAV4H	Computer Label	MSN 500 Series (800) 4.07/2000		22,552	1,406												
84	Active	RAV4H	Computer Label	MSN 500 Series (800) 4.07/2000		26,518	1,406												
84	Active	RAV4H	Computer Label	MSN 500 Series (800) 4.07/2000		34,108	1,406												
84	Active	RAV4H	Computer Label	MSN 500 Series (800) 4.07/2000		34,673	1,406												
84	Active	RAV4H	Computer Label	MSN 500 Series (800) 4.07/2000		50,224	1,406												
84	Active	RAV4H	Computer Label	MSN 500 Series (800) 4.07/2000		54,300	1,406												
84	Active	RAV4H	Computer Label	MSN 500 Series (800) 4.07/2000		49,041	1,406												
84	Active	RAV4H	Computer Label	MSN 500 Series (800) 4.07/2000		33,301	1,406												
84	Active	RAV4H	Computer Label	MSN 500 Series (800) 4.07/2000		25,679	1,406												
84	Active	RAV4H	Computer Label	MSN 500 Series (800) 4.07/2000		1,406	1,406												
84	Active	RAV4H	Computer Label	MSN 500 Series (800) 4.07/2000		4,433	1,406												
84	Active	RAV4H	Computer Label	MSN 500 Series (800) 4.07/2000		15,724	1,406												
84	Active	RAV4H	Computer Label	MSN 500 Series (800) 4.07/2000		18,965	1,406												
84	Active	RAV4H	Computer Label	MSN 500 Series (800) 4.07/2000		30,000	1,406												
84	Active	RAV4H	Computer Label	MSN 500 Series (800) 4.07/2000		30,000	1,406												
84	Active	RAV4H	Computer Label	MSN 500 Series (800) 4.07/2000		30,000	1,406												

Updated Inventory Report - APA Format

Page 5 of 6

TRADEMARK

REEL: 002988 FRAME: 0127

5/17/2005

San Francisco Corp - Lot 3

Ernst & Young LLP

Brand	Style	Lot	Category	Item	Description	Quantity	Unit	Value	Weight	Volume	Unit Cost	Net Weight	Net Volume	Net Value	Net Weight	Net Volume	Net Value
516	Adidas	10	Shoes	96001	2 1/2 High Canvas - Casual	150	EA	1,500	400	100	10	150	100	1,500	400	100	1,500
517	Adidas	10	Shoes	96002	2 1/2 High Canvas - Casual	150	EA	1,500	400	100	10	150	100	1,500	400	100	1,500
518	Adidas	10	Shoes	96003	2 1/2 High Canvas - Casual	150	EA	1,500	400	100	10	150	100	1,500	400	100	1,500
519	Adidas	10	Shoes	96004	2 1/2 High Canvas - Casual	150	EA	1,500	400	100	10	150	100	1,500	400	100	1,500
520	Adidas	10	Shoes	96005	2 1/2 High Canvas - Casual	150	EA	1,500	400	100	10	150	100	1,500	400	100	1,500

Updated Inventory Report - APA Form

TRADEMARK

REEL: 002900 T RAWL: 0126

01/17/2003

San Francisco Soap - Col 3

South Atlantic, LLC

Prod	Brand	Company	SKU	Description	Totals (Qty)	Totals (\$)	Net Ch	Net Ch Value	Net Ch Units	Net Ch Price	Net Ch Units	Net Ch Price
501	Alexia	Alexia	1550	Hand Soap, 4oz, Lavender	22	4.00	1.00	1.00	22	0.05	1.00	0.05
502	Alexia	Alexia	1551	Hand Soap, 4oz, Orange Blossom	22	4.00	1.00	1.00	22	0.05	1.00	0.05
503	Alexia	Alexia	1552	Hand Soap, 4oz, Eucalyptus	22	4.00	1.00	1.00	22	0.05	1.00	0.05
504	Alexia	Alexia	1553	Hand Soap, 4oz, Lemongrass	22	4.00	1.00	1.00	22	0.05	1.00	0.05
505	Alexia	Alexia	1554	Hand Soap, 4oz, Sandalwood	22	4.00	1.00	1.00	22	0.05	1.00	0.05
506	Alexia	Alexia	1555	Hand Soap, 4oz, Tea Tree Oil	22	4.00	1.00	1.00	22	0.05	1.00	0.05
507	Alexia	Alexia	1556	Hand Soap, 4oz, Vanilla	22	4.00	1.00	1.00	22	0.05	1.00	0.05
508	Alexia	Alexia	1557	Hand Soap, 4oz, Ylang Ylang	22	4.00	1.00	1.00	22	0.05	1.00	0.05
509	Alexia	Alexia	1558	Hand Soap, 4oz, Gardenia	22	4.00	1.00	1.00	22	0.05	1.00	0.05
510	Alexia	Alexia	1559	Hand Soap, 4oz, Rose	22	4.00	1.00	1.00	22	0.05	1.00	0.05
511	Alexia	Alexia	1560	Hand Soap, 4oz, St. Germain	22	4.00	1.00	1.00	22	0.05	1.00	0.05
512	Alexia	Alexia	1561	Hand Soap, 4oz, Sweet Orange	22	4.00	1.00	1.00	22	0.05	1.00	0.05
513	Alexia	Alexia	1562	Hand Soap, 4oz, Tangerine	22	4.00	1.00	1.00	22	0.05	1.00	0.05
514	Alexia	Alexia	1563	Hand Soap, 4oz, Citrus	22	4.00	1.00	1.00	22	0.05	1.00	0.05
515	Alexia	Alexia	1564	Hand Soap, 4oz, Lemon	22	4.00	1.00	1.00	22	0.05	1.00	0.05
516	Alexia	Alexia	1565	Hand Soap, 4oz, Lime	22	4.00	1.00	1.00	22	0.05	1.00	0.05
517	Alexia	Alexia	1566	Hand Soap, 4oz, Grapefruit	22	4.00	1.00	1.00	22	0.05	1.00	0.05
518	Alexia	Alexia	1567	Hand Soap, 4oz, Mandarin	22	4.00	1.00	1.00	22	0.05	1.00	0.05
519	Alexia	Alexia	1568	Hand Soap, 4oz, Clementine	22	4.00	1.00	1.00	22	0.05	1.00	0.05
520	Alexia	Alexia	1569	Hand Soap, 4oz, Tangerine	22	4.00	1.00	1.00	22	0.05	1.00	0.05
521	Alexia	Alexia	1570	Hand Soap, 4oz, Orange	22	4.00	1.00	1.00	22	0.05	1.00	0.05
522	Alexia	Alexia	1571	Hand Soap, 4oz, Lemon	22	4.00	1.00	1.00	22	0.05	1.00	0.05
523	Alexia	Alexia	1572	Hand Soap, 4oz, Lime	22	4.00	1.00	1.00	22	0.05	1.00	0.05
524	Alexia	Alexia	1573	Hand Soap, 4oz, Grapefruit	22	4.00	1.00	1.00	22	0.05	1.00	0.05
525	Alexia	Alexia	1574	Hand Soap, 4oz, Mandarin	22	4.00	1.00	1.00	22	0.05	1.00	0.05
526	Alexia	Alexia	1575	Hand Soap, 4oz, Clementine	22	4.00	1.00	1.00	22	0.05	1.00	0.05
527	Alexia	Alexia	1576	Hand Soap, 4oz, Tangerine	22	4.00	1.00	1.00	22	0.05	1.00	0.05
528	Alexia	Alexia	1577	Hand Soap, 4oz, Orange	22	4.00	1.00	1.00	22	0.05	1.00	0.05
529	Alexia	Alexia	1578	Hand Soap, 4oz, Lemon	22	4.00	1.00	1.00	22	0.05	1.00	0.05
530	Alexia	Alexia	1579	Hand Soap, 4oz, Lime	22	4.00	1.00	1.00	22	0.05	1.00	0.05
531	Alexia	Alexia	1580	Hand Soap, 4oz, Grapefruit	22	4.00	1.00	1.00	22	0.05	1.00	0.05
532	Alexia	Alexia	1581	Hand Soap, 4oz, Mandarin	22	4.00	1.00	1.00	22	0.05	1.00	0.05
533	Alexia	Alexia	1582	Hand Soap, 4oz, Clementine	22	4.00	1.00	1.00	22	0.05	1.00	0.05
534	Alexia	Alexia	1583	Hand Soap, 4oz, Tangerine	22	4.00	1.00	1.00	22	0.05	1.00	0.05
535	Alexia	Alexia	1584	Hand Soap, 4oz, Orange	22	4.00	1.00	1.00	22	0.05	1.00	0.05
536	Alexia	Alexia	1585	Hand Soap, 4oz, Lemon	22	4.00	1.00	1.00	22	0.05	1.00	0.05
537	Alexia	Alexia	1586	Hand Soap, 4oz, Lime	22	4.00	1.00	1.00	22	0.05	1.00	0.05
538	Alexia	Alexia	1587	Hand Soap, 4oz, Grapefruit	22	4.00	1.00	1.00	22	0.05	1.00	0.05
539	Alexia	Alexia	1588	Hand Soap, 4oz, Mandarin	22	4.00	1.00	1.00	22	0.05	1.00	0.05
540	Alexia	Alexia	1589	Hand Soap, 4oz, Clementine	22	4.00	1.00	1.00	22	0.05	1.00	0.05

Updated Inventory Report - APA Format

TRADEMARK REEL: 002968 FRAME: 0129

91172003

Can Franchise Soap - Loc 3

Sarah Washburn, LLC

Brand Name	SKU	Quantity	Total On Hand	Total On Hand	Comments	Unit Cost	Market Value	Market Value	Market Value	Market Value	Market Value	Market Value
S25 Acme PG	1141	10	10	10	1141	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S26 Acme PG	1142	10	10	10	1142	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S27 Acme PG	1143	10	10	10	1143	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S28 Acme PG	1144	10	10	10	1144	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S29 Acme PG	1145	10	10	10	1145	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S30 Acme PG	1146	10	10	10	1146	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S31 Acme PG	1147	10	10	10	1147	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S32 Acme PG	1148	10	10	10	1148	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S33 Acme PG	1149	10	10	10	1149	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S34 Acme PG	1150	10	10	10	1150	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S35 Acme PG	1151	10	10	10	1151	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S36 Acme PG	1152	10	10	10	1152	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S37 Acme PG	1153	10	10	10	1153	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S38 Acme PG	1154	10	10	10	1154	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S39 Acme PG	1155	10	10	10	1155	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S40 Acme PG	1156	10	10	10	1156	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S41 Acme PG	1157	10	10	10	1157	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S42 Acme PG	1158	10	10	10	1158	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S43 Acme PG	1159	10	10	10	1159	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S44 Acme PG	1160	10	10	10	1160	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S45 Acme PG	1161	10	10	10	1161	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S46 Acme PG	1162	10	10	10	1162	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S47 Acme PG	1163	10	10	10	1163	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S48 Acme PG	1164	10	10	10	1164	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S49 Acme PG	1165	10	10	10	1165	1.00	10.00	10.00	10.00	10.00	10.00	10.00
S50 Acme PG	1166	10	10	10	1166	1.00	10.00	10.00	10.00	10.00	10.00	10.00

Updated Inventory Report-APA Form



11/12/2003

San Francisco Comp - 10/3

Bay Area, Inc., LLC

Item	Part	Qty	Unit	Cost	Value	City	Material	Units	Value	Material	Units	Value	Material	Units	Value
573	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
574	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
575	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
576	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
577	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
578	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
579	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
580	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
581	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
582	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
583	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
584	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
585	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
586	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
587	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
588	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
589	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
590	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
591	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
592	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
593	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
594	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
595	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
596	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
597	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
598	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
599	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00
600	11000000	1	Box	1.00	1.00	San Francisco	11000000	1	1.00	11000000	1	1.00	11000000	1	1.00

Updated Inventory Report - APA Form

TRADEMARK

01/11/2003

See Forecast Susp - Lot 3

Item #	Item Description	Unit	QTY	UNIT PRICE	TOTAL PRICE	DATE	STATUS	REMARKS
575
576
577
578
579
580
581
582
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600

Updated Inventory Report - APPA Forecast

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TRADEMARK

9112000

See Page 1000 - Lot 3

Item	Part	Category	Description	Unit	Qty	Unit Price	Total Price	Per Off	Per On	Net Off	Net On	Net Price	Net Qty	Net Total
001	001	001	001	001	001	001	001	001	001	001	001	001	001	001

Updated Inventory Report - APA Format

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TRADEMARK

REEL: 002988 FRAME: 0133

91192003

San Francisco Suppl 10132

San Francisco, N.C.

Head	Item	Category	Unit	Net Wt	Net Wt (2003)	Net Wt (2004)	Net Wt (2005)	Net Wt (2006)	Net Wt (2007)	Net Wt (2008)	Net Wt (2009)	Net Wt (2010)	Net Wt (2011)	Net Wt (2012)	Net Wt (2013)	Net Wt (2014)	Net Wt (2015)	Net Wt (2016)	Net Wt (2017)	Net Wt (2018)	Net Wt (2019)	Net Wt (2020)
001	10010001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001
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Updated Inventory Report - 488A Format

TRADEMARK

01/1/0003

Sarah Michaels Incvntre - Loc 4

Sarah Michaels, LLC

Item	Description	Unit	QTY	UNIT PRICE	TOTAL QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
022	Carroll, Connors, Widdows		1,905		1,905						
071	Carroll, Connors, Widdows		1,905		1,905						
076	Carroll, Connors, Widdows		1,905		1,905						
079	Carroll, Connors, Widdows		1,905		1,905						
080	Carroll, Connors, Widdows		1,905		1,905						
081	Carroll, Connors, Widdows		1,905		1,905						
082	Carroll, Connors, Widdows		1,905		1,905						
083	Carroll, Connors, Widdows		1,905		1,905						
084	Carroll, Connors, Widdows		1,905		1,905						
085	Carroll, Connors, Widdows		1,905		1,905						
086	Carroll, Connors, Widdows		1,905		1,905						
087	Carroll, Connors, Widdows		1,905		1,905						
088	Carroll, Connors, Widdows		1,905		1,905						
089	Carroll, Connors, Widdows		1,905		1,905						
090	Carroll, Connors, Widdows		1,905		1,905						
091	Carroll, Connors, Widdows		1,905		1,905						
092	Carroll, Connors, Widdows		1,905		1,905						
093	Carroll, Connors, Widdows		1,905		1,905						
094	Carroll, Connors, Widdows		1,905		1,905						
095	Carroll, Connors, Widdows		1,905		1,905						
096	Carroll, Connors, Widdows		1,905		1,905						
097	Carroll, Connors, Widdows		1,905		1,905						
098	Carroll, Connors, Widdows		1,905		1,905						
099	Carroll, Connors, Widdows		1,905		1,905						
100	Carroll, Connors, Widdows		1,905		1,905						

Updated Inventory Report - APFA Format

Page 1 of 10

9/11/2000

Sarah Michaels, Inc. - Lot 4

Sarah Michaels, LLC

Brand	Barcode	Trp	Category	Item	Description	Total OH Qty	Total OH Value	Net OH Value	Selling Price (Net)	Units	Buyers (Net)	Total Qty	Total Value
SM	3031	08S-FG	Feed Product	3031	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3030	08S-FG	Feed Product	3030	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3028	08S-FG	Feed Product	3028	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3027	08S-FG	Feed Product	3027	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3026	08S-FG	Feed Product	3026	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3025	08S-FG	Feed Product	3025	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3024	08S-FG	Feed Product	3024	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3023	08S-FG	Feed Product	3023	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3022	08S-FG	Feed Product	3022	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3021	08S-FG	Feed Product	3021	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3020	08S-FG	Feed Product	3020	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3019	08S-FG	Feed Product	3019	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3018	08S-FG	Feed Product	3018	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3017	08S-FG	Feed Product	3017	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3016	08S-FG	Feed Product	3016	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3015	08S-FG	Feed Product	3015	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3014	08S-FG	Feed Product	3014	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3013	08S-FG	Feed Product	3013	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3012	08S-FG	Feed Product	3012	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3011	08S-FG	Feed Product	3011	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3010	08S-FG	Feed Product	3010	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3009	08S-FG	Feed Product	3009	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3008	08S-FG	Feed Product	3008	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3007	08S-FG	Feed Product	3007	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3006	08S-FG	Feed Product	3006	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3005	08S-FG	Feed Product	3005	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3004	08S-FG	Feed Product	3004	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3003	08S-FG	Feed Product	3003	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3002	08S-FG	Feed Product	3002	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783
SM	3001	08S-FG	Feed Product	3001	Raymark, 1oz. Patch	1,078	1,783	1,078	1.64	1,078	1,078	1,078	1,783

TRADEMARK

REEL: 002988 FRAME: 0136

91102000

Search Modules Invoice - List 4

Search Modules, LLC

Item #	Item Description	Part #	Part Description	Part #	Part Description	Part #	Part Description	Part #	Part Description	Part #	Part Description	Part #	Part Description	Part #	Part Description	Part #	Part Description
SW	MAchine OS/32-FG	40102000	Perk. M.U. 01.31m Screen	15,433	1	15,433	1	15,433	1	15,433	1	15,433	1	15,433	1	15,433	1
SW	MAchine OS/32-FG	37902000	Perk. Base 3.71m Cabinet	22,462	1	22,462	1	22,462	1	22,462	1	22,462	1	22,462	1	22,462	1
SW	MAchine OS/32-FG	37919000	Perk. 30.8131m Cabinet	22,462	1	22,462	1	22,462	1	22,462	1	22,462	1	22,462	1	22,462	1
SW	MAchine OS/32-FG	37917000	Perk. 16.8131m Cabinet	2,211	1	2,211	1	2,211	1	2,211	1	2,211	1	2,211	1	2,211	1
SW	MAchine OS/32-FG	38100000	Perk. 0.8131m Cabinet	5,540	1	5,540	1	5,540	1	5,540	1	5,540	1	5,540	1	5,540	1
SW	MAchine OS/32-FG	15300000	Shower Unit 3.0m	7,725	1	7,725	1	7,725	1	7,725	1	7,725	1	7,725	1	7,725	1
SW	MAchine OS/32-FG	15300000	Shower Unit 4.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 5.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 6.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 7.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 8.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 9.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 10.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 11.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 12.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 13.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 14.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 15.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 16.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 17.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 18.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 19.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 20.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 21.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 22.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 23.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 24.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 25.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 26.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 27.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 28.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 29.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1
SW	MAchine OS/32-FG	15300000	Shower Unit 30.0m	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1	15,450	1

Lighted Inventory Report - APPA Format

TRADEMARK

B-11/2005

Serial	Station	Category	Description	QTY	Rate	Amount	Qty	Rate	Amount	Unit	Net Off Value	Net Off	Net Off	Net Off	Net Off	Net Off	Net Off
81	Machine	OS-2000	OS-2000	1	1,000	1,000											
82	Machine	OS-2000	OS-2000	1	1,000	1,000											
83	Machine	OS-2000	OS-2000	1	1,000	1,000											
84	Machine	OS-2000	OS-2000	1	1,000	1,000											
85	Machine	OS-2000	OS-2000	1	1,000	1,000											
86	Machine	OS-2000	OS-2000	1	1,000	1,000											
87	Machine	OS-2000	OS-2000	1	1,000	1,000											
88	Machine	OS-2000	OS-2000	1	1,000	1,000											
89	Machine	OS-2000	OS-2000	1	1,000	1,000											
90	Machine	OS-2000	OS-2000	1	1,000	1,000											
91	Machine	OS-2000	OS-2000	1	1,000	1,000											
92	Machine	OS-2000	OS-2000	1	1,000	1,000											
93	Machine	OS-2000	OS-2000	1	1,000	1,000											
94	Machine	OS-2000	OS-2000	1	1,000	1,000											
95	Machine	OS-2000	OS-2000	1	1,000	1,000											
96	Machine	OS-2000	OS-2000	1	1,000	1,000											
97	Machine	OS-2000	OS-2000	1	1,000	1,000											
98	Machine	OS-2000	OS-2000	1	1,000	1,000											
99	Machine	OS-2000	OS-2000	1	1,000	1,000											
100	Machine	OS-2000	OS-2000	1	1,000	1,000											

Updated Inventory Report - APA Format

TRADEMARK

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

Lot 1 - Freeman Brand

Trademark #s	1-79,110-118,121,125,126,128-138
Patents	None
Internet Domain Name Registrations	Freemancosmetics.com

Lot 2 - Sarah Michaels Brand

Trademark #s	80-109,119,120,127
Patents	All Sarah Michaels
Internet Domain Name Registrations	Sarahmichaels.com

Lot 3 - San Francisco Soap Brand

Trademark #s	Clearly Marked
Patents	None
Internet Domain Name Registrations	sfsoap.com simplybewell.com sanfransoap.com

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P. 03/12

FASMA, LLC

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

FASMA, LLC					
Sarah Michaels, Freeman and Bella					
		APPLICATION INFO		REGISTRATION INFO	
Trademark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
1 A WASH COME TRUE	USA	76259401	5/21/2001	2547197	3/12/2002
2 ARE YOU GLISTENING	USA	76183401	12/18/2000		
3 AROMESENTIALS	USA	74128592	1/7/1991	1698262	6/30/1992
4 AROMESENTIALS	USA	75730650	6/16/1999	2336161	3/28/2000
5 AROMESENTIALS	PERU	94988	11/11/1999	63892	3/29/2000
6 AWAY WE GLOW	USA	76179400	12/13/2000		
7 BARE FOOT	USA	74666263	4/27/1995	1933825	7/2/1996
8 BARE FOOT & DESIGN	USA	75714286	5/24/1999		
9 BEAUTIFUL BATH	USA	74385411	5/3/1993	1845309	7/19/1994
10 BEAUTIFUL HAIR BOTANICALS	USA	75559906	9/28/1998	2419751	1/9/2001
11 BEAUTIFUL HAIR BOTANICALS	MEXI	375387	5/14/1999	613978	5/14/1999
12 BUBBLE YOUR PLEASURE	USA	78071490	6/28/2001		
13 BUTTER YOU UP	USA	78071491	6/28/2001		
14 DEEP IMPACT	USA	76222424	3/12/2001		
15 DEEPEST DESIRE	USA	76178015	12/11/2000		
16 DEEPLY RELIEVED	USA	76152252	10/23/2000		
17 FOR HEAVENS SILK	USA	76223606	3/13/2001		
18 FREEMAN	USA	73820227	8/21/1989	1614557	9/25/1990
19 FREEMAN	ATRA	AM7197/93	11/19/1998	180629	2/19/1999
20 FREEMAN	BAHA	22695	5/16/2000		

SCHEDULE B - NO. 21

TRADEMARK

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21	FREEMAN	BULG	44038	12/15/1998	35856	6/16/1999
22	FREEMAN	CANA	644870	11/14/1989	450939	12/1/1995
23	FREEMAN	VIET	42121	6/15/1999	35481	11/21/2000
	FREEMAN & DESIGN	NEWZ	221724	9/24/1992	B22.1724	9/24/1992
24						
	FREEMAN & NEW DESIGN	USA	75230663	1/24/1997	2197110	10/20/1998
25						
	FREEMAN & NEW DESIGN	ASTL	751825	12/24/1997	751825	2/19/1999
28						
	FREEMAN & NEW DESIGN	HOND	455498	4/6/1998		
27						
	FREEMAN & NEW DESIGN	HONG	1494/1998	2/9/1998	11783/2000	2/9/1998
28						
	FREEMAN (Chinese characters)	CHIN	724581	1/14/1995		
29						
	FREEMAN (WORD)	BRAZ	816579881	2/21/1992	816579881	5/17/1994
30						
	FREEMAN (WORD)	CHIL	397597		397597	6/7/1992
31						
	FREEMAN (WORD)	ESTO	9802671	11/9/1998	31156	5/23/2000
32						
	FREEMAN (WORD)	FRAN	95/598485	11/21/1995	95/598485	11/21/1995
33						
	FREEMAN (WORD)	GERM	39862400	10/29/1998	39862400	10/29/1998
34						
	FREEMAN (WORD)	HONG	94/10174	9/1/1994	B05321	9/1/1994
35						
	FREEMAN (WORD)	HUNG	M9804669	11/12/1998	157529	9/8/1999
36						
	FREEMAN (WORD)	INDI	689210	12/4/1995		
37						
	FREEMAN (WORD)	IREL	211100	10/30/1998	211100	10/30/1998
38						
			(4275/98)			
39						
	FREEMAN (WORD)	ITAL	M1980811038	11/12/1998		11/12/1998
40						
	FREEMAN (WORD)	LITH	98/3620	11/12/1998	38058	4/12/2000
41						
	FREEMAN (WORD)	MEXI	78264	12/22/1989	385070	10/15/1990
42						
	FREEMAN (WORD)	NORW	199810214	11/10/1998	202117	3/23/2000
43						
	FREEMAN (WORD)	PANA	55891	2/25/1991	55891	4/3/1992
44						
	FREEMAN (WORD)	PERU	94989	11/11/1999	61476	2/28/2000
45						
	FREEMAN (WORD)	PORT	334143	12/16/1998	334143	6/7/1999
46						

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47	FREEMAN (WORD)	PUER		12/15/1998	41319	12/19/1998
48	FREEMAN (WORD)	ROMA	52775	11/26/1998	37308	11/26/1998
49	FREEMAN (WORD)	RUSS	99704499	3/30/1999		
50	FREEMAN (WORD)	SAFR				
51	FREEMAN (WORD)	SWED	98/08478	11/13/1998	348448	9/7/2001
52	FREEMAN (WORD)	TAIW	79-13909	4/3/1990	539551	11/1/1991
53	FREEMAN (WORD)	TAIW	79-13910	4/3/1990	528259	7/16/1991
54	FREEMAN (WORD)	THAI	203612	6/21/1990	148043	6/21/1990
55	FREEMAN (WORD)	TURK	6/16/1995		161423	6/16/1995
56	FREEMAN AND NEW DESIGN	JAPA	1/21/1998		4249870	3/12/1999
57	FREEMAN AND NEW DESIGN	MACE	220000036	1/21/2000		
58	FREEMAN AND NEW DESIGN	VIET	42454	7/15/1999	37573	6/20/2001
59	FREEMAN BEAUTIFUL SKIN	USA	74478120	1/10/1994	1872177	1/10/1995
60	FRESH IDEA	USA	76207461	2/9/2001		
61	FU-FU FOAM	USA	76259400	5/21/2001		
62	GET SHEERIOUS	USA	76179402	12/13/2000		
63	GET UP AND GLOW	USA	76151112	4/3/2001		
64	GLISTEN CLEARLY	USA	76179326	12/13/2000		
65	GLISTEN TO THIS	USA	76182208	12/18/2000		
66	GLOW BARE	USA	76209653	2/14/2001		
67	GLOW GET IT	USA	76150301	10/20/2000		
68	GLOWING PLACES	USA	76150319	10/20/2000		
69	GOTTA GLOW	USA	76223607	3/13/2001		
70	IN THE THICK OF IT	USA	76151113	10/23/2000		
71	JUST DANDY	USA	78071492	6/28/2001		
72	MIGHTY FINE SHINE	USA	76150439	10/20/2000		
73	MORNING SHEER	USA	76179403	12/13/2000		

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74	OOH LA LOOFAH	USA	76259424	5/21/2001	2552517	3/26/2002
75	PAPAYA SILK	USA	75560452	9/28/1998	2319889	2/15/2000
76	PAPAYA SILK	MEXI	375386	5/14/1999	613977	5/14/1999
77	PEACE AT HAND	USA	76183305	12/19/2000		
78	PEACE TREATY	USA	76151111	10/23/2000		
79	PURE ISLAND PAPAYA	USA	75560450	9/28/1998	2333871	3/21/2000
80	SARAH MICHAELS AND DESIGN	USA	74091555	8/27/1990	1730536	11/10/1992
81	SARAH MICHAELS AND DESIGN	USA	74620203	1/32/1995	1963024	3/19/1996
82	SARAH MICHAELS AND DESIGN	ASTL	667867	7/26/1995	667867	4/24/1998
83	SARAH MICHAELS AND DESIGN	ASTL	667868	7/26/1995	667868	4/24/1998
84	SARAH MICHAELS AND DESIGN	BENE	850238	7/1/1996	579159	6/19/1995
85	SARAH MICHAELS AND DESIGN	CANA	677865	3/13/1991	TMA403966	10/23/1992
86	SARAH MICHAELS AND DESIGN	CHIN	95087805	7/11/1995	972587	4/7/1997
87	SARAH MICHAELS AND DESIGN	CHIN	95087806	7/11/1995	980190	4/14/1997
88	SARAH MICHAELS AND DESIGN	DREP	105314	7/15/1999		
89	SARAH MICHAELS AND DESIGN	FRAN	95576299	6/16/1995	95576229	4/26/1996
90	SARAH MICHAELS AND DESIGN	GBRI	2024863	6/22/1995	2024863	6/22/1995
91	SARAH MICHAELS AND DESIGN	GERM	395257417	6/21/1995	395257417	4/12/1996
92	SARAH MICHAELS AND DESIGN	HONG	95/10073	8/15/1995	11441/1997	11/21/1997

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93	SARAH MICHAELS AND DESIGN	HONG	95/10074	8/15/1995	11442/1997	11/21/1997
94	SARAH MICHAELS AND DESIGN	ITAL	6260	6/16/1995	723060	10/13/1997
95	SARAH MICHAELS AND DESIGN	JAPA	068435/1995	7/5/1995	4177081	8/14/1998
96	SARAH MICHAELS AND DESIGN	JAPA	068445/1995	7/5/1995	4243870	2/26/1999
97	SARAH MICHAELS AND DESIGN	MEXI	243260	9/15/1995	523922	6/16/1996
98	SARAH MICHAELS AND DESIGN	MEXI	243261	9/15/1995	505385	6/16/1996
99	SARAH MICHAELS AND DESIGN	NEWZ	314904	8/20/1999	314904	8/18/2000
100	SARAH MICHAELS AND DESIGN	NEWZ	314905	8/20/1999	314905	8/18/2000
101	SARAH MICHAELS AND DESIGN	NEWZ	314906	8/20/1999	314906	8/18/2000
102	SARAH MICHAELS AND DESIGN	NEWZ	314907	8/20/1999	314907	8/18/2000
103	SARAH MICHAELS AND DESIGN	PHIL	4-1999-06188	8/23/1999		
104	SARAH MICHAELS AND DESIGN	SING		1/12/1995	617195	1/12/1995
105	SARAH MICHAELS AND DESIGN	SING	617095	7/7/1995	617095	7/7/1995
106	SARAH MICHAELS AND DESIGN	SPAI	74/620203	1/12/1995	1976359	7/12/1995
107	SARAH MICHAELS AND DESIGN	SPAI	75/620203	1/12/1995	1976358	7/12/1995
108	SARAH MICHAELS AND DESIGN	TAIW	84048914	9/29/1995	730429	10/10/1996

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109	SARAH MICHAELS AND DESIGN	TAIW	84048915	9/29/1995	752136	3/16/1997
110	SHEER BLISS	USA	76150320	10/20/2000		
	SHEER WONDERFUL	USA	76150316	10/20/2000		
111						
112	SHIMMER CHIC	USA	76259423	5/21/2001	2552516	3/26/2002
113	SILK CLEAN PIE	USA	76164558	11/14/2000		
114	SILK ME OVER	USA	76178014	12/11/2000	2552271	3/26/2002
	SILKEN TREASURE	USA	76178018	12/11/2000		
115						
116	SMOOTH DAYS AHEAD	USA	76198373	1/24/2001		
117	SMOOTHER THAN LATER	USA	76150317	10/20/2000		
118	SMOOTHERAPY	USA	76182011	12/18/2000		
	SOLAGE (STYLIZED)	USA	74355704	2/2/1993	1795048	9/28/1993
119						
120	SPRING DREAMS	USA	75671224	3/29/1999	2423874	2/13/2001
	STRAIGHT A HEAD	USA	76150318	10/20/2000		
121						
122	SUNLOCK	ARGE	2262636	10/28/1999		
123	SUNLOCK	MEXI	390421	9/2/1999	644755	9/29/2000
124	SUNLOCK	PUER	47141	10/26/1999	47141	10/26/1999
	THE SMOOTH FAIRY	USA	76182207	12/18/2000		
125						
126	THE SWEETEST THING	USA	78071494	6/28/2001		
	THE ULTIMATE BATH	CANA	1037893	11/30/1999		
127						
128	TOOTSIES	USA	75556193	9/18/1998		
	TRULY, MADLY, DEEPLY	USA	76186406	12/26/2000		
129						
130	PEACE MAKER	USA	78184143	11/12/2002		
131	PEACE OF HEAVEN	USA	78184259	11/12/2002		
132	VINO GLOW	USA	78190240	12/2/2002		
		USA				
133	Barefoot Design Image	USA	78191064	12/5/2002		
134	PURE SOFT	USA	78199207	12/31/2002		
135	SHEERICUSLY SOFT	USA	78199212	12/31/2002		
136	Deep Moisture Miracle	USA	78199218	12/31/2002		
137	DEAR BELLA	USA	78199222	12/31/2002		
138	PURE NECESSITY	USA	78199225	12/31/2002		

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FASMA REG
San Francisco Soap

Trademark	Jurisdiction	Applicant	Applicant	Registration	Registration
		No.	Date	No.	Date
1 SAN FRANCISCO SOAP COMPANY	United States	75/250,868	1997/03/03	2,227,143	1999/03/02
2 SAN FRANCISCO SOAP COMPANY	Brazil	820,128,368	1997/07/15		
3 SAN FRANCISCO SOAP COMPANY	Indonesia	D97-16266	1997/08/06	431,236	1999/04/19
4 SAN FRANCISCO SOAP COMPANY	Japan	9-17678	1997/02/24	4246833	1999/03/05
5 SAN FRANCISCO SOAP COMPANY	Poland	Z-170390	1997/02/28	117,707	2000/09/12
6 SAN FRANCISCO SOAP COMPANY	Taiwan	(86)015440	1997/04/01		
7 SAN FRANCISCO SOAP COMPANY (Internet Keyword)					
8 BRIDGE Design	United States	75/506,445	1998/06/22	2,263,102	1999/07/20
9 BRIDGE Design	United States	75/788,233	1999/08/30	2,366,408	2000/07/11
10 FRUIT TEMPTATIONS	United States	75/565,953	1998/10/07	2,412,932	2000/12/12
11 FRUIT TEMPTATIONS	Canada	1009434	1999/03/22		

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

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FASMA LLC

Patents

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

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Fasma LLC

Internet Domain Name registrations

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

TOTAL P. 12

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