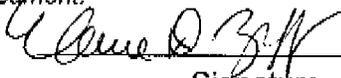
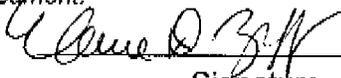
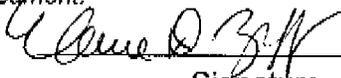


Form PTO-1594 (rev 3/1)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U. S. Department of Commerce Patent and Trademark Office				
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.								
1. Name of conveying party(ies): Hilco Wholesale, LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other – Illinois LLC Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and Address of receiving party(ies) Commonwealth Soap & Toiletries Company 661 Quequechan Street Fall River, MA 02721 <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: October 17, 2003								
4. Application number(s) or registration number(s): A. Trademark Application No(s). B. Trademark Registration No(s). 2428874 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
5. Name and address of party to whom correspondence concerning document should be mailed: Carole V. Aciman, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 eziff@skadden.com			6. Total number of applications/registrations involved: <u>1</u> 7. Total fee (37 CFR 3.41) \$40 <input checked="" type="checkbox"/> 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. <i>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.</i> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%; text-align: center;"> <u>Elaine D. Ziff</u> Name </td> <td style="width: 40%; text-align: center;">  Signature </td> <td style="width: 30%; text-align: center;"> <u>December 7, 2004</u> Date </td> </tr> </table>						<u>Elaine D. Ziff</u> Name	 Signature	<u>December 7, 2004</u> Date
<u>Elaine D. Ziff</u> Name	 Signature	<u>December 7, 2004</u> Date						
Total number of pages including cover sheet, attachments, and document: 75								

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ASSIGNMENT AND ASSUMPTION AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

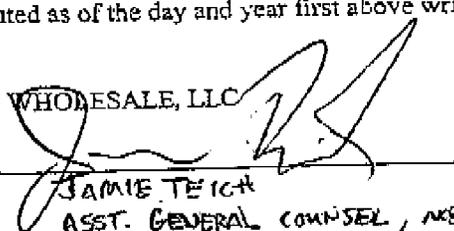
6. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without regard to the rules of conflict of the laws of the State of Illinois or any other jurisdiction.

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

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

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

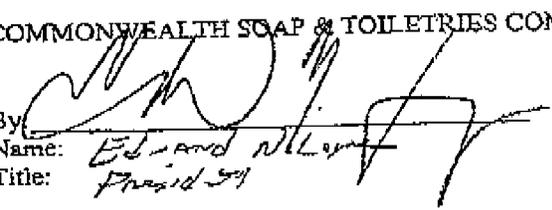
HILCO WHOLESALE, LLC

By: 

Name: JAMIE TEICH

Title: ASST. GENERAL COUNSEL, MEMBER

COMMONWEALTH SOAP & TOILETRIES COMPANY

By: 

Name: Edward W. [unclear]

Title: President

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HILCO TRADING CO

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Exhibit A

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 therefore; provided, however, Buyer shall be obligated to pay any and all expenses incurred in connection with the continued employment of Seller's existing employees and any other personnel hired on or after the Closing Date. Seller acknowledges that Buyer is not an insurer of Seller's personal property

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. TERMINATION.

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

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

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

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

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

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

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

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

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

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

If to Seller, to:

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

If to Buyer, to:

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

with copies to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HILCO WHOLESALE, LLC

By: _____
Name: _____
Title: _____

FASMA, LLC

By: _____
Name: _____
Title: _____

SARAH MICHAELS, INC.

By: _____
Name: _____
Title: _____

SARAH MICHAELS, LLC

By: _____
Name: _____
Title: _____

09/18/03 THU 12:46 FAX 1 847 509 1150

HILCO TRADING CO.

002

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

HILCO WHOLESALR LLC

By: [Signature]
Name: David J. Chagnon
Title: President HILCO

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.

9/11/2003

Freeman - 5/6/1

Smith Mechanical, LLC

Brand	Stock	Typ	Category	Item	Description	Total OH Qty	Total OH Value	Comments	Net OH Qty	Net OH Value	Sales Base (1/2yr)	Units	1-3	14-28	21-29	40+
FM	Active	FG-E	Display - FG	17411621	BBASS, Pinned 6 Pcs of Ex	15	4.827		85	4.827	103	1	4.827			
FM	Active	FG-E	Display - FG	80022291	Body/Glove Counter/Display BTL	2	52		2	52	268	1	52			
FM	Active	FG-E	Display - FG	11888511	GT 8F Term Field	186	6,535		186	6,535	16	1	6,535			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	124	35,833		124	35,833	12	1	35,833			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	12	770		12	770	7	1	770			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	20	16,587		20	16,587	42	1	16,587			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	96	3,851		96	3,851	10	1	3,851			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	102	5,436		102	5,436	645	1	5,436			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	285	5,923		285	5,923	691	1	5,923			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	801	20,484		801	20,484	645	1	20,484			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	96	4,787		96	4,787	35,875	1	4,787			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	117	5,558		117	5,558	47,746	1	5,558			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	127	5,686		127	5,686	44	1	5,686			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	3,420	123,226		3,420	123,226	3,420	1	123,226			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	22,552	31,545		22,552	31,545	332	1	31,545			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	15,108	22,960		15,108	22,960	564	1	22,960			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	17,683	14,323		17,683	14,323	4,784	1	14,323			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	44,115	35,306		44,115	35,306	5,178	1	35,306			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	40	36		40	36	57,155	1	36			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	84,226	1,514		84,226	1,514	3,000	1	1,514			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	1,828	1,459		1,828	1,459	630	1	1,459			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	2,126	2,228		2,126	2,228	3,440	1	2,228			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	2,621	2,142		2,621	2,142	620	1	2,142			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	61	54		61	54	570	1	54			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	6,650	11,259		6,650	11,259	10,658	1	11,259			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	360	559		360	559	4,150	1	559			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	33,324	11,306		33,324	11,306	5,940	1	11,306			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	10,426	7,988		10,426	7,988	20,020	1	7,988			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	8,866	8,146		8,866	8,146	22,970	1	8,146			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	584	432		584	432	60,927	1	432			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	3,486	12,506		3,486	12,506	16,096	1	12,506			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	10,255	9,700		10,255	9,700	8,396	1	9,700			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	83,984	39,075		83,984	39,075	18,892	1	39,075			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	41,862	21,633		41,862	21,633	3,664	1	21,633			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	43,192	10,000		43,192	10,000	9,895	1	10,000			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	26,295	29,117		26,295	29,117	17,415	1	29,117			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	46,752	39,449		46,752	39,449	45,860	1	39,449			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	411	46,018		411	46,018	16,334	1	46,018			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	18,452	317		18,452	317	326	1	317			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	15,282	16,724		15,282	16,724	506	1	16,724			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	36,688	38,415		36,688	38,415	31,662	1	38,415			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	12,401	11,556		12,401	11,556	37,544	1	11,556			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	282	289		282	289	63,466	1	289			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	5,332	5,483		5,332	5,483	42,571	1	5,483			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	3,760	2,468		3,760	2,468	13,212	1	2,468			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	6,710	7,510		6,710	7,510	24,615	1	7,510			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	510	379		510	379	23,251	1	379			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	18,462	14,027		18,462	14,027	5,606	1	14,027			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	22,252	10,314		22,252	10,314	6,200	1	10,314			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	19,282	9,617		19,282	9,617	30,782	1	9,617			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	165	174		165	174	94,428	1	174			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	13,225	10,774		13,225	10,774	16,983	1	10,774			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	20,184	19,373		20,184	19,373	12,728	1	19,373			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	3,065	3,402		3,065	3,402	13,448	1	3,402			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	30,810	28,937		30,810	28,937	5,566	1	28,937			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	2,458	4,135		2,458	4,135	1,030	1	4,135			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	22,220	26,137		22,220	26,137	780	1	26,137			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	13,164	13,164		13,164	13,164	6,211	1	13,164			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	8,132	8,551		8,132	8,551	164	1	8,551			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	1,434	2,942		1,434	2,942	6,958	1	2,942			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	17,260	10,767		17,260	10,767	3,900	1	10,767			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	4,025	6,894		4,025	6,894	14,300	1	6,894			
FM	Active	FG-E	Display - FG	80022260	MT Body/Bank Counter Display	22,203	18,126		22,203	18,126	63,258	1	18,126			

TRADEMARK

REEL: 002989 FRAME: 0549

Updated Inventory Report - APFA Format

Page 1 of 6

9/13/2003

Freeman - L01

Sarah Michaels, LLC

Brand	Status	Typ	Category	Item	Description	Total OH Qty	Total OH Value	Commod	Net OH Qty	Net OH Value	Units	Sales Rate (Dollars/Unit)	1-13	14-28	29-31	44+
FM	Active	FG-E	Filled Product	7457371	Peak-Off Muscle Shampoo, 6oz	18,221	18,221		20,216	18,221	13,644	1.33	15,217	14,928	2,289	21,159
FM	Active	FG-E	Filled Product	7457372	Peak-Off Muscle Shampoo, 6oz	3,512	3,512		3,512	3,512	2,556	1.33	3,512	3,512	0	0
FM	Active	FG-E	Filled Product	7457373	Peak-Off Muscle Shampoo, 6oz	25,595	25,595		25,595	25,595	21,796	1.18	25,595	25,595	0	0
FM	Active	FG-E	Filled Product	7457374	Peak-Off Muscle Shampoo, 6oz	2,728	2,728		2,728	2,728	2,324	1.18	2,728	2,728	0	0
FM	Active	FG-E	Filled Product	7457375	Peak-Off Muscle Shampoo, 6oz	3,994	3,994		3,994	3,994	3,494	1.18	3,994	3,994	0	0
FM	Active	FG-E	Filled Product	7457376	Peak-Off Muscle Shampoo, 6oz	11,267	11,267		11,267	11,267	10,113	0.90	11,267	11,267	0	0
FM	Active	FG-E	Filled Product	7457377	Peak-Off Muscle Shampoo, 6oz	2,348	2,348		2,348	2,348	2,048	0.87	2,348	2,348	0	0
FM	Active	FG-E	Filled Product	7457378	Peak-Off Muscle Shampoo, 6oz	12,950	12,950		12,950	12,950	11,452	0.88	12,950	12,950	0	0
FM	Active	FG-E	Filled Product	7457379	Peak-Off Muscle Shampoo, 6oz	17,825	17,825		17,825	17,825	15,825	0.88	17,825	17,825	0	0
FM	Active	FG-E	Filled Product	7457380	Peak-Off Muscle Shampoo, 6oz	26,769	26,769		26,769	26,769	23,769	0.88	26,769	26,769	0	0
FM	Active	FG-E	Filled Product	7457381	Peak-Off Muscle Shampoo, 6oz	1,768	1,768		1,768	1,768	1,568	0.88	1,768	1,768	0	0
FM	Active	FG-E	Filled Product	7457382	Peak-Off Muscle Shampoo, 6oz	22,783	22,783		22,783	22,783	20,283	0.88	22,783	22,783	0	0
FM	Active	FG-E	Filled Product	7457383	Peak-Off Muscle Shampoo, 6oz	865	865		865	865	765	0.88	865	865	0	0
FM	Active	FG-E	Filled Product	7457384	Peak-Off Muscle Shampoo, 6oz	90,051	90,051		90,051	90,051	81,051	0.88	90,051	90,051	0	0
FM	Active	FG-E	Filled Product	7457385	Peak-Off Muscle Shampoo, 6oz	4,888	4,888		4,888	4,888	4,288	0.88	4,888	4,888	0	0
FM	Active	FG-E	Filled Product	7457386	Peak-Off Muscle Shampoo, 6oz	186	186		186	186	166	0.88	186	186	0	0
FM	Active	FG-E	Filled Product	7457387	Peak-Off Muscle Shampoo, 6oz	247	247		247	247	217	0.88	247	247	0	0
FM	Active	FG-E	Filled Product	7457388	Peak-Off Muscle Shampoo, 6oz	64	64		64	64	54	0.88	64	64	0	0
FM	Active	FG-E	Filled Product	7457389	Peak-Off Muscle Shampoo, 6oz	5,133	5,133		5,133	5,133	4,533	0.88	5,133	5,133	0	0
FM	Active	FG-E	Filled Product	7457390	Peak-Off Muscle Shampoo, 6oz	1,154,400	1,154,400		1,154,400	1,154,400	1,044,400	0.90	1,154,400	1,154,400	0	0
FM	Active	FG-E	Filled Product	7457391	Peak-Off Muscle Shampoo, 6oz	3,518	3,518		3,518	3,518	3,118	0.88	3,518	3,518	0	0
FM	Active	FG-E	Filled Product	7457392	Peak-Off Muscle Shampoo, 6oz	1,152	1,152		1,152	1,152	1,052	0.91	1,152	1,152	0	0
FM	Active	FG-E	Filled Product	7457393	Peak-Off Muscle Shampoo, 6oz	3,550	3,550		3,550	3,550	3,150	0.88	3,550	3,550	0	0
FM	Active	FG-E	Filled Product	7457394	Peak-Off Muscle Shampoo, 6oz	5,140	5,140		5,140	5,140	4,540	0.88	5,140	5,140	0	0
FM	Active	FG-E	Filled Product	7457395	Peak-Off Muscle Shampoo, 6oz	2,190	2,190		2,190	2,190	1,990	0.90	2,190	2,190	0	0
FM	Active	FG-E	Filled Product	7457396	Peak-Off Muscle Shampoo, 6oz	5,725	5,725		5,725	5,725	5,125	0.88	5,725	5,725	0	0
FM	Active	FG-E	Filled Product	7457397	Peak-Off Muscle Shampoo, 6oz	13,875	13,875		13,875	13,875	12,475	0.89	13,875	13,875	0	0
FM	Active	FG-E	Filled Product	7457398	Peak-Off Muscle Shampoo, 6oz	3,314	3,314		3,314	3,314	2,914	0.88	3,314	3,314	0	0
FM	Active	FG-E	Filled Product	7457399	Peak-Off Muscle Shampoo, 6oz	4,135	4,135		4,135	4,135	3,735	0.90	4,135	4,135	0	0
FM	Active	FG-E	Filled Product	7457400	Peak-Off Muscle Shampoo, 6oz	1,518	1,518		1,518	1,518	1,318	0.87	1,518	1,518	0	0
FM	Active	FG-E	Filled Product	7457401	Peak-Off Muscle Shampoo, 6oz	13,170	13,170		13,170	13,170	11,770	0.89	13,170	13,170	0	0
FM	Active	FG-E	Filled Product	7457402	Peak-Off Muscle Shampoo, 6oz	6,768	6,768		6,768	6,768	6,168	0.91	6,768	6,768	0	0
FM	Active	FG-E	Filled Product	7457403	Peak-Off Muscle Shampoo, 6oz	19,000	19,000		19,000	19,000	17,600	0.92	19,000	19,000	0	0
FM	Active	FG-E	Filled Product	7457404	Peak-Off Muscle Shampoo, 6oz	36,439	36,439		36,439	36,439	33,039	0.90	36,439	36,439	0	0
FM	Active	FG-E	Filled Product	7457405	Peak-Off Muscle Shampoo, 6oz	28,588	28,588		28,588	28,588	26,188	0.91	28,588	28,588	0	0
FM	Active	FG-E	Filled Product	7457406	Peak-Off Muscle Shampoo, 6oz	27,500	27,500		27,500	27,500	25,100	0.91	27,500	27,500	0	0
FM	Active	FG-E	Filled Product	7457407	Peak-Off Muscle Shampoo, 6oz	2,028	2,028		2,028	2,028	1,828	0.90	2,028	2,028	0	0
FM	Active	FG-E	Filled Product	7457408	Peak-Off Muscle Shampoo, 6oz	1,531	1,531		1,531	1,531	1,331	0.87	1,531	1,531	0	0
FM	Active	FG-E	Filled Product	7457409	Peak-Off Muscle Shampoo, 6oz	4,720	4,720		4,720	4,720	4,320	0.91	4,720	4,720	0	0
FM	Active	FG-E	Filled Product	7457410	Peak-Off Muscle Shampoo, 6oz	4,173	4,173		4,173	4,173	3,773	0.90	4,173	4,173	0	0
FM	Active	FG-E	Filled Product	7457411	Peak-Off Muscle Shampoo, 6oz	24,082	24,082		24,082	24,082	21,682	0.90	24,082	24,082	0	0
FM	Active	FG-E	Filled Product	7457412	Peak-Off Muscle Shampoo, 6oz	34,000	34,000		34,000	34,000	31,600	0.93	34,000	34,000	0	0
FM	Active	FG-E	Filled Product	7457413	Peak-Off Muscle Shampoo, 6oz	15,948	15,948		15,948	15,948	14,548	0.91	15,948	15,948	0	0
FM	Active	FG-E	Filled Product	7457414	Peak-Off Muscle Shampoo, 6oz	2,271	2,271		2,271	2,271	2,071	0.91	2,271	2,271	0	0
FM	Active	FG-E	Filled Product	7457415	Peak-Off Muscle Shampoo, 6oz	346	346		346	346	306	0.88	346	346	0	0
FM	Active	FG-E	Filled Product	7457416	Peak-Off Muscle Shampoo, 6oz	8,688	8,688		8,688	8,688	7,888	0.90	8,688	8,688	0	0
FM	Active	FG-E	Filled Product	7457417	Peak-Off Muscle Shampoo, 6oz	5,134	5,134		5,134	5,134	4,734	0.92	5,134	5,134	0	0
FM	Active	FG-E	Filled Product	7457418	Peak-Off Muscle Shampoo, 6oz	2,688	2,688		2,688	2,688	2,488	0.92	2,688	2,688	0	0
FM	Active	FG-E	Filled Product	7457419	Peak-Off Muscle Shampoo, 6oz	22,061	22,061		22,061	22,061	20,061	0.90	22,061	22,061	0	0
FM	Active	FG-E	Filled Product	7457420	Peak-Off Muscle Shampoo, 6oz	31,552	31,552		31,552	31,552	29,152	0.92	31,552	31,552	0	0
FM	Active	FG-E	Filled Product	7457421	Peak-Off Muscle Shampoo, 6oz	11,499	11,499		11,499	11,499	10,499	0.91	11,499	11,499	0	0
FM	Active	FG-E	Filled Product	7457422	Peak-Off Muscle Shampoo, 6oz	1,205	1,205		1,205	1,205	1,105	0.91	1,205	1,205	0	0
FM	Active	FG-E	Filled Product	7457423	Peak-Off Muscle Shampoo, 6oz	3,420	3,420		3,420	3,420	3,120	0.91	3,420	3,420	0	0
FM	Active	FG-E	Filled Product	7457424	Peak-Off Muscle Shampoo, 6oz	3,955	3,955		3,955	3,955	3,655	0.92	3,955	3,955	0	0
FM	Active	FG-E	Filled Product	7457425	Peak-Off Muscle Shampoo, 6oz	20,442	20,442		20,442	20,442	18,442	0.90	20,442	20,442	0	0
FM	Active	FG-E	Filled Product	7457426	Peak-Off Muscle Shampoo, 6oz	25,760	25,760		25,760	25,760	23,760	0.92	25,760	25,760	0	0
FM	Active	FG-E	Filled Product	7457427	Peak-Off Muscle Shampoo, 6oz	175,000	175,000		175,000	175,000	160,000	0.91	175,000	175,000	0	0
FM	Active	FG-E	Filled Product	7457428	Peak-Off Muscle Shampoo, 6oz	80,461	80,461		80,461	80,461	73,461	0.91	80,461	80,461	0	0
FM	Active	FG-E	Filled Product	7457429	Peak-Off Muscle Shampoo, 6oz	53,328	53,328		53,328	53,328	48,328	0.90	53,328	53,328	0	0
FM	Active	FG-E	Filled Product	7457430	Peak-Off Muscle Shampoo, 6oz	95,714	95,714		95,714	95,714	87,714	0.91	95,714	95,714	0	0
FM	Active	FG-E	Filled Product	7457431	Peak-Off Muscle Shampoo, 6oz	28,259	28,259		28,259	28,259	25,759	0.91	28,259	28,259	0	0
FM	Active	FG-E	Filled Product	7457432	Peak-Off Muscle Shampoo, 6oz	3,068	3,068		3,068	3,068	2,868	0.93	3,068	3,068	0	0
FM	Active	FG-E	Filled Product	7457433	Peak-Off Muscle Shampoo, 6oz	24,300	24,300		24,300	24,300	22,300	0.91	24,300	24,300	0	0
FM	Active	FG-E	Filled Product	7457434	Peak-Off Muscle Shampoo, 6oz	11,400	11,400		11,400	11,400	10,400	0.91	11,400	11,400	0	0
FM	Active	FG-E	Filled Product	7457435	Peak-Off Muscle Shampoo, 6oz	1,043	1,043		1,043	1,043	943	0.90	1,043	1,043	0	0
FM	Active	FG-E	Filled Product	7457436	Peak-Off Muscle Shampoo, 6oz	5,074	5,074		5,074	5,074	4,674	0.92	5,074	5,074	0	0
FM	Active	FG-E	Filled Product	7457437	Peak-Off Muscle Shampoo, 6oz	5,174	5,174		5,174	5,174	4,774	0.92	5,174	5,174	0	0
FM	Active	FG-E	Filled Product	7457438	Peak-Off Muscle Shampoo, 6oz	9,939	9,939		9,939	9,939	9,139	0.91	9,939	9,939	0	0
FM	Active	FG-E	Filled Product	7457439	Peak-Off Muscle Shampoo, 6oz	25,712										

9/11/2003

Freeman - Lot 1

Strath Michaels, LLC

Brand	Status	Type	Description	Bin	Total Qty	Total Value	Comments	Lot	City	Net Wt	Net Wt Value	Units	Book Price (Net)	14-33	14-33	27-33	49+
FM	Active	RAW-E	Strip Concrete Vial (5)	831747	625	719				109			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	18,340	137				137			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	225	225				225			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	40,000	1,735				1,735			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	1,124	1,124				1,124			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	1,387	287				287			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	207,084	57,773				57,773			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	381	145				145			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	25,150	3,024				3,024			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	3,465	37,453				37,453			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	3,007	36,738				36,738			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	526	2,949				2,949			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	296	4,075				4,075			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	3,752	2,028				2,028			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	2,558	2,710				2,710			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	3,873	1,458				1,458			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	4,098	2,742				2,742			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	47,410	62,215				62,215			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	11,244	6,215				6,215			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	1,345	1,345				1,345			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	845	845				845			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	1,000	329				329			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	432	181				181			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	17,881	10,880				10,880			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	1,000	4,830				4,830			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	1,200	120				120			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	1,000	1,000				1,000			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	9,700	3,950				3,950			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	432,898	202,444				202,444			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	28,410	4,811				4,811			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	10,246	2,740				2,740			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	9,402	4,231				4,231			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	19,251	10,583				10,583			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	42,817	22,370				22,370			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	11,241	10,000				10,000			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	868	278				278			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	7,269	4,361				4,361			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	28,478	14,680				14,680			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	28	28				28			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	3,252	1,369				1,369			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	1,951	1,951				1,951			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	1,298	473				473			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	21,117	14,782				14,782			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	759,075	10,565				10,565			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	267,483	29,539				29,539			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	221,533	34,848				34,848			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	70,483	18,827				18,827			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	1,926	2,218				2,218			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	24,597	2,457				2,457			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	6,532	1,706				1,706			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	20,826	6,458				6,458			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	383,814	64,813				64,813			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	115,202	130,029				130,029			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	4,318	1,331				1,331			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	10,777	3,233				3,233			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	19,263	4,584				4,584			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	19,083	4,584				4,584			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	19,083	4,584				4,584			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	3,178,958	2,111,244				2,111,244			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	34	810				810			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	1,474	16,950				16,950			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	1,230	112				112			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	3	78				78			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	64	1,965				1,965			1.00	1.00	1.00	1.00	1.00
FM	Active	RAW-E	Strip Paper Vial (5)	831747	183	10,338				10,338			1.00	1.00	1.00	1.00	1.00

TRADEMARK

REEL: 002989 FRAME: 0552

Updated Inventory Report - APA Form#

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9-11/2004

Sarah Michaels Acctiv - Lot 2

Sarah Michaels, LLC

Brand	Item	Category	Unit	Qty	Total Qty	Value	Commt	Ref Qty	Net DM Value	Units	Sales Rate (1/Unit)	Dozens	Units	1-13	14-26	Weeks Supply - Dollars	40+
SM	40002200	SH	Active	1,815	5,537	1,815		1,815	5,537	5,537	17,021	5,537	5,537	5,537	5,537	5,537	5,537
SM	40002220	SH	Active	18,746	18,746	18,746		18,746	18,746	18,746	19,784	19,784	19,784	19,784	19,784	19,784	19,784
SM	40012110	SM	Active	15	67	15		15	67	67	4,513	4,513	4,513	4,513	4,513	4,513	4,513
SM	40012150	SM	Active	26,037	127,605	26,037		26,037	127,605	127,605	4,903	4,903	4,903	4,903	4,903	4,903	4,903
SM	40012150	SM	Active	956	3,900	956		956	3,900	3,900	4,075	4,075	4,075	4,075	4,075	4,075	4,075
SM	40012150	SM	Active	16,833	81,253	16,833		16,833	81,253	81,253	4,829	4,829	4,829	4,829	4,829	4,829	4,829
SM	40012150	SM	Active	15	65	15		15	65	65	4,350	4,350	4,350	4,350	4,350	4,350	4,350
SM	40012150	SM	Active	42,744	107,752	42,744		42,744	107,752	107,752	2,521	2,521	2,521	2,521	2,521	2,521	2,521
SM	40012150	SM	Active	291	1,389	291		291	1,389	1,389	4,773	4,773	4,773	4,773	4,773	4,773	4,773
SM	40012150	SM	Active	2,352	12,252	2,352		2,352	12,252	12,252	5,213	5,213	5,213	5,213	5,213	5,213	5,213
SM	40020000	SM	Active	3,412	17,388	3,412		3,412	17,388	17,388	5,100	5,100	5,100	5,100	5,100	5,100	5,100
SM	40020000	SM	Active	8,210	31,382	8,210		8,210	31,382	31,382	3,812	3,812	3,812	3,812	3,812	3,812	3,812
SM	40020000	SM	Active	22,680	86,567	22,680		22,680	86,567	86,567	3,812	3,812	3,812	3,812	3,812	3,812	3,812
SM	40020000	SM	Active	250	1,250	250		250	1,250	1,250	5,000	5,000	5,000	5,000	5,000	5,000	5,000
SM	40020000	SM	Active	1,385	5,540	1,385		1,385	5,540	5,540	4,000	4,000	4,000	4,000	4,000	4,000	4,000
SM	40020000	SM	Active	6,049	27,386	6,049		6,049	27,386	27,386	4,500	4,500	4,500	4,500	4,500	4,500	4,500
SM	40020000	SM	Active	11,551	47,253	11,551		11,551	47,253	47,253	4,100	4,100	4,100	4,100	4,100	4,100	4,100
SM	40020000	SM	Active	186	9,373	186		186	9,373	9,373	5,039	5,039	5,039	5,039	5,039	5,039	5,039
SM	40020000	SM	Active	240,897	975,886	240,897		240,897	975,886	975,886	4,052	4,052	4,052	4,052	4,052	4,052	4,052
SM	40020000	SM	Active	1,910,359	2,670,855	1,910,359		1,910,359	2,670,855	2,670,855	1,385	1,385	1,385	1,385	1,385	1,385	1,385
SM	40020000	SM	Active	12,384	9,412	12,384		12,384	9,412	9,412	16,322	16,322	16,322	16,322	16,322	16,322	16,322
SM	40020000	SM	Active	54,484	43,588	54,484		54,484	43,588	43,588	2,814	2,814	2,814	2,814	2,814	2,814	2,814
SM	40020000	SM	Active	55,933	43,588	55,933		55,933	43,588	43,588	2,814	2,814	2,814	2,814	2,814	2,814	2,814
SM	40020000	SM	Active	47,058	34,016	47,058		47,058	34,016	34,016	2,814	2,814	2,814	2,814	2,814	2,814	2,814
SM	40020000	SM	Active	37,356	29,038	37,356		37,356	29,038	29,038	2,814	2,814	2,814	2,814	2,814	2,814	2,814
SM	40020000	SM	Active	16,095	13,071	16,095		16,095	13,071	13,071	2,814	2,814	2,814	2,814	2,814	2,814	2,814
SM	40020000	SM	Active	59,948	43,755	59,948		59,948	43,755	43,755	2,814	2,814	2,814	2,814	2,814	2,814	2,814
SM	40020000	SM	Active	40,884	33,534	40,884		40,884	33,534	33,534	2,814	2,814	2,814	2,814	2,814	2,814	2,814
SM	40020000	SM	Active	51,461	43,743	51,461		51,461	43,743	43,743	2,814	2,814	2,814	2,814	2,814	2,814	2,814
SM	40020000	SM	Active	10,849	17,164	10,849		10,849	17,164	17,164	3,000	3,000	3,000	3,000	3,000	3,000	3,000
SM	40020000	SM	Active	248,963	188,516	248,963		248,963	188,516	188,516	1,481	1,481	1,481	1,481	1,481	1,481	1,481
SM	40020000	SM	Active	348,963	248,963	348,963		348,963	248,963	248,963	1,481	1,481	1,481	1,481	1,481	1,481	1,481
SM	40020000	SM	Active	404	1,101	404		404	1,101	1,101	2,814	2,814	2,814	2,814	2,814	2,814	2,814
SM	40020000	SM	Active	4	11	4		4	11	11	2,814	2,814	2,814	2,814	2,814	2,814	2,814
SM	40020000	SM	Active	2,564	7,741	2,564		2,564	7,741	7,741	2,814	2,814	2,814	2,814	2,814	2,814	2,814
SM	40020000	SM	Active	20	42	20		20	42	42	2,814	2,814	2,814	2,814	2,814	2,814	2,814
SM	40020000	SM	Active	5,812	12,455	5,812		5,812	12,455	12,455	4	4	4	4	4	4	4
SM	40020000	SM	Active	4,100	8,786	4,100		4,100	8,786	8,786	2,814	2,814	2,814	2,814	2,814	2,814	2,814
SM	40020000	SM	Active	18	276	18		18	276	276	2,814	2,814	2,814	2,814	2,814	2,814	2,814
SM	40020000	SM	Active	6,420	20,594	6,420		6,420	20,594	20,594	868	868	868	868	868	868	868
SM	40020000	SM	Active	19,832	51,094	19,832		19,832	51,094	51,094	2,661	2,661	2,661	2,661	2,661	2,661	2,661
SM	40020000	SM	Active	19,832	51,094	19,832		19,832	51,094	51,094	2,661	2,661	2,661	2,661	2,661	2,661	2,661
SM	40020000	SM	Active	39,333	3,300	39,333		39,333	3,300	3,300	4,797	4,797	4,797	4,797	4,797	4,797	4,797
SM	40020000	SM	Active	22,524	7,658	22,524		22,524	7,658	7,658	6,542	6,542	6,542	6,542	6,542	6,542	6,542
SM	40020000	SM	Active	42,333	19,951	42,333		42,333	19,951	19,951	3,204	3,204	3,204	3,204	3,204	3,204	3,204
SM	40020000	SM	Active	61,955	27,565	61,955		61,955	27,565	27,565	1,620	1,620	1,620	1,620	1,620	1,620	1,620
SM	40020000	SM	Active	91,163	58,875	91,163		91,163	58,875	58,875	10,674	10,674	10,674	10,674	10,674	10,674	10,674
SM	40020000	SM	Active	54,283	32,271	54,283		54,283	32,271	32,271	4,212	4,212	4,212	4,212	4,212	4,212	4,212
SM	40020000	SM	Active	19,725	6,618	19,725		19,725	6,618	6,618	1,586	1,586	1,586	1,586	1,586	1,586	1,586
SM	40020000	SM	Active	25,599	7,668	25,599		25,599	7,668	7,668	2,268	2,268	2,268	2,268	2,268	2,268	2,268
SM	40020000	SM	Active	131,468	173,965	131,468		131,468	173,965	173,965	2,514	2,514	2,514	2,514	2,514	2,514	2,514
SM	40020000	SM	Active	86,501	58,016	86,501		86,501	58,016	58,016	6,158	6,158	6,158	6,158	6,158	6,158	6,158
SM	40020000	SM	Active	7,164	5,158	7,164		7,164	5,158	5,158	11,640	11,640	11,640	11,640	11,640	11,640	11,640
SM	40020000	SM	Active	17,529	14,280	17,529		17,529	14,280	14,280	6,410	6,410	6,410	6,410	6,410	6,410	6,410
SM	40020000	SM	Active	45,001	43,001	45,001		45,001	43,001	43,001	4,915	4,915	4,915	4,915	4,915	4,915	4,915
SM	40020000	SM	Active	35,338	21,782	35,338		35,338	21,782	21,782	3,796	3,796	3,796	3,796	3,796	3,796	3,796
SM	40020000	SM	Active	85,347	31,185	85,347		85,347	31,185	31,185	10,400	10,400	10,400	10,400	10,400	10,400	10,400
SM	40020000	SM	Active	42,585	31,941	42,585		42,585	31,941	31,941	10,400	10,400	10,400	10,400	10,400	10,400	10,400
SM	40020000	SM	Active	31,077	17,169	31,077		31,077	17,169	17,169	1,635	1,635	1,635	1,635	1,635	1,635	1,635
SM	40020000	SM	Active	50,505	27,958	50,505		50,505	27,958	27,958	3,727	3,727	3,727	3,727	3,727	3,727	3,727
SM	40020000	SM	Active	39,454	35,454	39,454		39,454	35,454	35,454	2,210	2,210	2,210	2,210	2,210	2,210	2,210
SM	40020000	SM	Active	62,240	34,080	62,240		62,240	34,080	34,080	2,586						

9/11/2003

Sarahl Michaels Active - Lot 2

Sarahl Michaels, LLC

Item	Description	TOH OH Qty	Total Value	Commls	MA OH Qty	MA OH Value	Net Ch Value	Units	Sales Price (Per Unit)	Weeks Supply - Dollars	40+	
SM	Category	City			City	Value	Value			14-33	27-33	
84631300	Floral Product	41,682	20,983		16,992	23,883				14,339	1,206	
84631300	Floral Product	7,372	3,911		7,372	3,911				3,901		
84631300	Floral Product	35,300	19,064		19,620	3,154				3,910		
84631300	Floral Product	23,907	9,852		25,927	9,852						
84631300	Floral Product	53,286	2,242		13,268	2,242						
84631300	Floral Product	30,915	14,078		34,910	14,078				3,048		
84631300	Floral Product	71,948	26,068		71,948	26,068				13,223		
84631300	Floral Product	49,774	19,018		49,774	19,018				3,901		
84631300	Floral Product	21,978	9,351		23,976	9,351				3,266		
84631300	Floral Product	15,372	15,572		15,372	15,572						
84631300	Floral Product	19,877	4,233		19,877	4,233				3,266		
84631300	Floral Product	80,866	47,234	45,000	15,968	20,814				9,265		
84631300	Floral Product	21,425	8,985		23,424	8,985				3,971		
84631300	Floral Product	42,770	16,271		43,770	16,271				3,971		
84631300	Floral Product	42,288	16,073		42,288	16,073				3,679		
84631300	Floral Product	23,778	8,256		23,778	8,256				3,679		
84631300	Floral Product	51,035	33,232	30,000	31,035	33,232				13,223		
84631300	Floral Product	57,133	37,483		61,135	37,483				14,411		
84631300	Floral Product	29,440	2,046		29,440	2,046				555		
84631300	Floral Product	23,016	2,286		23,016	2,286				753		
84631300	Floral Product	41,573	6,662		41,573	6,662				1,116		
84631300	Floral Product	89,255	9,721		90,255	9,721				553		
84631300	Floral Product	82,404	13,514		82,404	13,514				2,465		
84631300	Floral Product	7,824	548		7,824	548						
84631300	Floral Product	12,378	866		12,378	866						
84631300	Floral Product	7,371	515		7,371	515						
84631300	Floral Product	25,521	32,245		25,521	32,245				5,444		
84631300	Floral Product	1,982,389	1,983,354	18,678	5,875,713	1,979,177				247,233		
84631300	Floral Product	14,398	23,127		14,398	23,127				78,177		
84631300	Floral Product	10,236	10,236		10,236	10,236				1,620		
84631300	Floral Product	24,868	24,868		24,868	24,868				1,620		
84631300	Floral Product	15,237	32,268		15,237	32,268				8,260		
84631300	Floral Product	77,000	42,450		77,000	42,450				16,500		
84631300	Floral Product	115,141	38,918		115,141	38,918				9,038		
84631300	Floral Product	114,324	114,324		114,324	114,324				9,038		
84631300	Floral Product	32,700	32,700		32,700	32,700				13,480		
84631300	Floral Product	25,539	7,877		25,539	7,877				4,948		
84631300	Floral Product	325,754	335,324		325,754	335,324				53,746		
84631300	Floral Product	65,916	19,547		65,916	19,547				16,390		
84631300	Floral Product	31,116	56,574		31,116	56,574				1,643		
84631300	Floral Product	27,629	50,559		27,629	50,559				1,643		
84631300	Floral Product	21,246	28,711		21,246	28,711				9,315		
84631300	Floral Product	145,110	268,121		145,110	268,121				30,183		
84631300	Floral Product	13,207	34,125		13,207	34,125				1,195		
84631300	Floral Product	25,190	115,200		25,190	115,200				3,537		
84631300	Floral Product	2,951	115,026		2,951	115,026				2,502		
84631300	Floral Product	1,090	40,000		1,090	40,000				1,773		
84631300	Floral Product	24,445	36,634		24,445	36,634				642		
84631300	Floral Product	54,292	49,000		54,292	49,000				9,742		
84631300	Floral Product	314	95,800		314	95,800				374		
84631300	Floral Product	4,482	140,000		4,482	140,000				4,102		
84631300	Floral Product	5,781	597,000		5,781	597,000				2,590		
84631300	Floral Product	11,266	204,000		11,266	204,000				6,033		
84631300	Floral Product	4,057	84,000		4,057	84,000				5,633		
84631300	Floral Product	12,844	198,718		12,844	198,718				877		
84631300	Floral Product	4,515	12,200		4,515	12,200				372		
84631300	Floral Product	4,315	105,000		4,315	105,000				1,705		
84631300	Floral Product	4,293	1,783		4,293	1,783				1,783		
84631300	Floral Product	5,268	50,864		5,268	50,864				13,147		
84631300	Floral Product	7,013	151,901		7,013	151,901				6,866		
84631300	Floral Product	3,835	63,000		3,835	63,000				3,835		
84631300	Floral Product	1,144	20,908		1,144	20,908				4,204		
84631300	Floral Product	200,769	3,424,917		200,769	3,424,917				50,653		
84631300	Floral Product	8,638	22,950		8,638	22,950				8,638		
84631300	Floral Product	5,678	18,549		5,678	18,549				8,638		

Updated Inventory Report - ARA Format

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TRADEMARK

REEL: 002989 FRAME: 0558

91127003

Brand	Size	Qty	Case Qty	Description	Total Off	Total Off	Comments	Unit	Rate	Ext	1-3	1-3	West Supply	40*
BAE0330	SM	Active	RAWE+	Body Lotion 2oz Vanilla Sugar	14,889	5,850		5,900	1,815	10,034	1,815	1,815	1,815	1,815
BAE0340	SM	Active	RAWE+	Body Lotion 2oz Vanilla Sugar	32,430	8,430		8,430	6,598	23,430	6,598	6,598	6,598	6,598
BAE0350	SM	Active	RAWE+	Body Lotion 4oz Vanilla Sugar	26,079	18,208	18,208	5,845	3,845	10,079	3,845	3,845	3,845	3,845
BAE0360	SM	Active	RAWE+	Body Oil 2oz Grape & Citrus	17,133	24,026	17,100	3	5,477	3,533	3,533	3,533	3,533	3,533
BAE0370	SM	Active	RAWE+	Body Oil 2oz Grape & Citrus	7,999	2,947		2,947	8,243	7,999	8,243	8,243	8,243	8,243
BAE0380	SM	Active	RAWE+	Body Oil 2oz Grape & Citrus	34,900	20,891		20,891	16,192	30,184	16,192	16,192	16,192	16,192
BAE0390	SM	Active	RAWE+	Body Oil 2oz Grape & Citrus	94,721	60,921	60,921	16,721	11,711	23,632	11,711	11,711	11,711	11,711
BAE0400	SM	Active	RAWE+	Body Wash 10oz Jasmine 4oz	18,298	11,915		11,915	1,875	9,343	1,875	1,875	1,875	1,875
BAE0410	SM	Active	RAWE+	Body Wash 10oz Jasmine 4oz	78,500	46,317	46,317	18,500	18,048	60,580	18,048	18,048	18,048	18,048
BAE0420	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	10,563	46,317		46,317	4,352	10,120	4,352	4,352	4,352	4,352
BAE0430	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	78,578	47,204		47,204	7,812	33,664	7,812	7,812	7,812	7,812
BAE0440	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	11,937	5,105		5,105	2,556	45,190	2,556	2,556	2,556	2,556
BAE0450	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	14,208	7,678		7,678	1,747	17,447	1,747	1,747	1,747	1,747
BAE0460	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	4,518	7,678		7,678	2,556	4,518	2,556	2,556	2,556	2,556
BAE0470	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	4,518	7,678		7,678	2,556	4,518	2,556	2,556	2,556	2,556
BAE0480	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	33,630	18,323		18,323	11,305	22,628	11,305	11,305	11,305	11,305
BAE0490	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	44,700	21,143		21,143	11,703	32,843	11,703	11,703	11,703	11,703
BAE0500	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	7,064	3,798		3,798	4,183	7,064	4,183	4,183	4,183	4,183
BAE0510	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	22,798	14,421		14,421	25,403	22,798	25,403	25,403	25,403	25,403
BAE0520	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	17,700	14,421		14,421	12,687	17,700	12,687	12,687	12,687	12,687
BAE0530	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	67,960	55,340		55,340	39	4,846	12,687	12,687	12,687	12,687
BAE0540	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	48	39		39	617	48	617	617	617	617
BAE0550	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	2,720	817		817	3,494	2,720	3,494	3,494	3,494	3,494
BAE0560	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	8,570	3,228		3,228	11,808	8,570	11,808	11,808	11,808	11,808
BAE0570	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	12,206	7,934		7,934	19,025	12,206	19,025	19,025	19,025	19,025
BAE0580	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	48,870	56,484		56,484	30,482	30,482	30,482	30,482	30,482	30,482
BAE0590	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	60,012	16,830		16,830	29,319	29,319	12,272	12,272	12,272	12,272
BAE0600	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	11,432	72,000		72,000	6,814	11,432	6,814	6,814	6,814	6,814
BAE0610	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	60,074	60,074		60,074	21,892	21,892	4,276	4,276	4,276	4,276
BAE0620	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	5,935	1,073		1,073	1,073	5,935	1,073	1,073	1,073	1,073
BAE0630	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	23,710	6,523		6,523	22,710	23,710	6,523	6,523	6,523	6,523
BAE0640	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	105,408	32,582		32,582	104	8,640	3,530	3,530	3,530	3,530
BAE0650	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	88,795	360		360	2,481	88,795	2,481	2,481	2,481	2,481
BAE0660	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	10,602	3,052		3,052	3,495	10,602	3,495	3,495	3,495	3,495
BAE0670	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	26,140	6,296		6,296	20,294	26,140	6,296	6,296	6,296	6,296
BAE0680	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	26,971	20,294		20,294	6,800	26,971	6,800	6,800	6,800	6,800
BAE0690	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	34,585	3,495		3,495	980	34,585	980	980	980	980
BAE0700	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	54,634	6,741		6,741	1,261	54,634	1,261	1,261	1,261	1,261
BAE0710	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	1,522	167		167	904	1,522	167	167	167	167
BAE0720	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	24,868	2,487		2,487	2,067	24,868	2,067	2,067	2,067	2,067
BAE0730	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	16,194	3,061		3,061	3,590	16,194	3,590	3,590	3,590	3,590
BAE0740	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	17,000	13,310		13,310	3,689	17,000	3,689	3,689	3,689	3,689
BAE0750	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	87,481	14,414		14,414	2,124	87,481	2,124	2,124	2,124	2,124
BAE0760	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	61,083	6,931		6,931	3,104	61,083	3,104	3,104	3,104	3,104
BAE0770	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	69,223	17,996		17,996	2,124	69,223	2,124	2,124	2,124	2,124
BAE0780	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	149,626	116,686		116,686	10,583	149,626	10,583	10,583	10,583	10,583
BAE0790	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	1,461,684	1,353,226		1,353,226	136,144	1,461,684	136,144	136,144	136,144	136,144
BAE0800	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	626,615	1,353,226		1,353,226	313,270	626,615	313,270	313,270	313,270	313,270
BAE0810	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	24,317	24,317		24,317	24,317	24,317	24,317	24,317	24,317	24,317
BAE0820	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	57,688	57,688		57,688	57,688	57,688	57,688	57,688	57,688	57,688
BAE0830	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	25,624	15,022		15,022	15,022	25,624	15,022	15,022	15,022	15,022
BAE0840	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	26,200	15,720		15,720	15,720	26,200	15,720	15,720	15,720	15,720
BAE0850	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	25,695	15,414		15,414	15,414	25,695	15,414	15,414	15,414	15,414
BAE0860	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	16,844	46,106		46,106	8,688	16,844	8,688	8,688	8,688	8,688
BAE0870	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	154,875	8,688		8,688	4,738	154,875	4,738	4,738	4,738	4,738
BAE0880	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	99,784	4,738		4,738	10,074	99,784	10,074	10,074	10,074	10,074
BAE0890	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	164,312	16,074		16,074	5,687	164,312	5,687	5,687	5,687	5,687
BAE0900	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	18,345	5,887		5,887	5,887	18,345	5,887	5,887	5,887	5,887
BAE0910	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	2,900	560		560	2,340	2,900	560	560	560	560
BAE0920	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	9,180	2,492		2,492	1,792	9,180	1,792	1,792	1,792	1,792
BAE0930	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	6,349	1,252		1,252	2,005	6,349	1,252	1,252	1,252	1,252
BAE0940	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	7,190	2,005		2,005	3,653	7,190	2,005	2,005	2,005	2,005
BAE0950	SM	Active	RAWE+	Bubble Bath 8oz Vanilla Sugar	3,303	3,303		3,303	3,303	3,303	3,303	3,303	3,303	3,303

Updated Inventory Report - APA Format

TRADEMARK

REEL: 002989 FRAME: 0559

01/12/2003

San Francisco Soap - Lot 3

Sarah Michael's, LLC

Brand	Machine	Category	Description	Total Qty	Total Value	Net Qty	Net Value	Scale B. eq. (Shr.)	Scale B. eq. (Shr.)	1-13	Weeks Supply - End of	40*
SFS	W1602	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	250	250	250	250				14.25	250
SFS	W1604	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	219	219	219	219					219
SFS	W1605	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	232	232	232	232					232
SFS	W1606	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	154	154	154	154					154
SFS	W1607	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	68,000	68,000	68,000	68,000					68,000
SFS	W1608	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	1,415	1,415	1,415	1,415					1,415
SFS	W1609	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	51,400	51,400	51,400	51,400					51,400
SFS	W1610	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	2,360	2,360	2,360	2,360					2,360
SFS	W1611	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	1,271	1,271	1,271	1,271					1,271
SFS	W1612	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	1,584	1,584	1,584	1,584					1,584
SFS	W1613	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	1,346	1,346	1,346	1,346					1,346
SFS	W1614	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	2,744	2,744	2,744	2,744					2,744
SFS	W1615	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	379	379	379	379					379
SFS	W1616	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	1,115	1,115	1,115	1,115					1,115
SFS	W1617	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	5,800	5,800	5,800	5,800					5,800
SFS	W1618	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	1,123	1,123	1,123	1,123					1,123
SFS	W1619	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	37,860	37,860	37,860	37,860					37,860
SFS	W1620	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	38,009	38,009	38,009	38,009					38,009
SFS	W1621	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	10,347	10,347	10,347	10,347					10,347
SFS	W1622	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	11,006	11,006	11,006	11,006					11,006
SFS	W1623	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	37,799	37,799	37,799	37,799					37,799
SFS	W1624	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	10,112	10,112	10,112	10,112					10,112
SFS	W1625	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	24,402	24,402	24,402	24,402					24,402
SFS	W1626	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	30,101	30,101	30,101	30,101					30,101
SFS	W1627	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	12,041	12,041	12,041	12,041					12,041
SFS	W1628	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	21,506	21,506	21,506	21,506					21,506
SFS	W1629	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	30,954	30,954	30,954	30,954					30,954
SFS	W1630	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	28,878	28,878	28,878	28,878					28,878
SFS	W1631	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	8,265	8,265	8,265	8,265					8,265
SFS	W1632	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	30,264	30,264	30,264	30,264					30,264
SFS	W1633	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	10,816	10,816	10,816	10,816					10,816
SFS	W1634	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	3,872	3,872	3,872	3,872					3,872
SFS	W1635	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	11,254	11,254	11,254	11,254					11,254
SFS	W1636	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	28,000	28,000	28,000	28,000					28,000
SFS	W1637	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	3,142	3,142	3,142	3,142					3,142
SFS	W1638	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	31,846	31,846	31,846	31,846					31,846
SFS	W1639	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	21,265	21,265	21,265	21,265					21,265
SFS	W1640	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	21,966	21,966	21,966	21,966					21,966
SFS	W1641	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	624	624	624	624					624
SFS	W1642	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	51,133	51,133	51,133	51,133					51,133
SFS	W1643	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	10,790	10,790	10,790	10,790					10,790
SFS	W1644	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	2,204	2,204	2,204	2,204					2,204
SFS	W1645	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	464	464	464	464					464
SFS	W1646	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	532	532	532	532					532
SFS	W1647	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	1,800	1,800	1,800	1,800					1,800
SFS	W1648	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	9,739	9,739	9,739	9,739					9,739
SFS	W1649	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	2,179	2,179	2,179	2,179					2,179
SFS	W1650	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	1,190	1,190	1,190	1,190					1,190
SFS	W1651	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	3,530	3,530	3,530	3,530					3,530
SFS	W1652	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	2,047	2,047	2,047	2,047					2,047
SFS	W1653	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	10,056	10,056	10,056	10,056					10,056
SFS	W1654	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	2	2	2	2					2
SFS	W1655	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	664	664	664	664					664
SFS	W1656	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	118	118	118	118					118
SFS	W1657	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	2,359	2,359	2,359	2,359					2,359
SFS	W1658	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	50,855	50,855	50,855	50,855					50,855
SFS	W1659	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	54,853	54,853	54,853	54,853					54,853
SFS	W1660	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	118,131	118,131	118,131	118,131					118,131
SFS	W1661	OBSS-RAM	8oz. Shave Gel - 1/2oz. Tube	4,183,077	4,183,077	4,183,077	4,183,077					4,183,077

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TRADEMARK

REEL: 002989 FRAME: 0567

8/11/2003

Sarah Michaels Inactive - Lot 4

Sarah Michaels, LLC

Brand	Status	Typ	Category	Item	Description	Total Qty	Total Mktg	Comments	City	Mktg Qty	Net OH	Net OH Value	Sales Rate (1 Week)	Links	1-13	Weekly Supply	Polices	27-31	4th
SM	InActive	06S-FG	Candles	8127	Candle, Green, W/Flowers	269	1,528		538	1,528	1,528	1,528							3,206
SM	InActive	06S-FG	Candles	7631	Candle, Purple, Peach	1,008	1,692		1,008	1,692	1,692	1,692							1,692
SM	InActive	06S-FG	Candles	7616	Candle, Purple, Peach	500	1,316		500	1,316	1,316	1,316							1,316
SM	InActive	06S-FG	Candles	7109	Candle, 1 1/2 oz Gardenia	22,802	33,151		22,802	33,151	33,151	33,151							33,151
SM	InActive	06S-FG	Candles	7108	Candle, 1 1/2 oz Gardenia	20,902	48,776		20,902	48,776	48,776	48,776							48,776
SM	InActive	06S-FG	Candles	71002	Candle, 1 1/2 oz Rose	26,258	45,776		26,258	45,776	45,776	45,776							45,776
SM	InActive	06S-FG	Candles	71008	Candle, 1 1/2 oz Rose	20,296	34,151		20,296	34,151	34,151	34,151							34,151
SM	InActive	06S-FG	Candles	71009	Candle, 1 1/2 oz Tiger	33,801	56,156		33,801	56,156	56,156	56,156							56,156
SM	InActive	06S-FG	Candles	71027	Candle, 1 1/2 oz W/Fl	42,294	70,851		42,294	70,851	70,851	70,851							70,851
SM	InActive	06S-FG	Candles	6409	Candle, Crystal Assorted	359	6,125		359	6,125	6,125	6,125							6,125
SM	InActive	06S-FG	Candles	6274	Candle, Mixed Glass Assorted	1,176	3,722		1,176	3,722	3,722	3,722							3,722
SM	InActive	06S-FG	Candles	6635	Candle, Mixed Glass Assorted	669	1,008		669	1,008	1,008	1,008							1,008
SM	InActive	06S-FG	Candles	7002	Candle, Purple, Peach	304	945		304	945	945	945							945
SM	InActive	06S-FG	Candles	71016	Candle, Purple, Peach	204	324		204	324	324	324							324
SM	InActive	06S-FG	Candles	7007	Candle, Purple, Peach	11	23		11	23	23	23							23
SM	InActive	06S-FG	Candles	5040	Candle, Total	119,584	310,243		119,584	310,243	310,243	310,243							310,243
SM	InActive	06S-FG	Candles	5040	Candle, Total	188	87,295		188	87,295	87,295	87,295							87,295
SM	InActive	06S-FG	Candles	5040	Candle, Total	161	162,066		161	162,066	162,066	162,066							162,066
SM	InActive	06S-FG	Candles	5040	Candle, Total	15	362		15	362	362	362							362
SM	InActive	06S-FG	Candles	5040	Candle, Total	65	7,748		65	7,748	7,748	7,748							7,748
SM	InActive	06S-FG	Candles	5040	Candle, Total	467	11,263		467	11,263	11,263	11,263							11,263
SM	InActive	06S-FG	Candles	5040	Candle, Total	1,021	250,750		1,021	250,750	250,750	250,750							250,750
SM	InActive	06S-FG	Candles	5040	Candle, Total	2,231	2,437		2,231	2,437	2,437	2,437							2,437
SM	InActive	06S-FG	Candles	5040	Candle, Total	19,640	19,640		19,640	19,640	19,640	19,640							19,640
SM	InActive	06S-FG	Candles	5040	Candle, Total	37,540	41,663		37,540	41,663	41,663	41,663							41,663
SM	InActive	06S-FG	Candles	5040	Candle, Total	13,015	15,015		13,015	15,015	15,015	15,015							15,015
SM	InActive	06S-FG	Candles	5040	Candle, Total	41,448	27,965		41,448	27,965	27,965	27,965							27,965
SM	InActive	06S-FG	Candles	5040	Candle, Total	36,252	17,749		36,252	17,749	17,749	17,749							17,749
SM	InActive	06S-FG	Candles	5040	Candle, Total	1,077	1,323		1,077	1,323	1,323	1,323							1,323
SM	InActive	06S-FG	Candles	5040	Candle, Total	172	174		172	174	174	174							174
SM	InActive	06S-FG	Candles	5040	Candle, Total	1,094	1,094		1,094	1,094	1,094	1,094							1,094
SM	InActive	06S-FG	Candles	5040	Candle, Total	226	146		226	146	146	146							146
SM	InActive	06S-FG	Candles	5040	Candle, Total	3,870	5,020		3,870	5,020	5,020	5,020							5,020
SM	InActive	06S-FG	Candles	5040	Candle, Total	9,870	9,870		9,870	9,870	9,870	9,870							9,870
SM	InActive	06S-FG	Candles	5040	Candle, Total	382	1,163		382	1,163	1,163	1,163							1,163
SM	InActive	06S-FG	Candles	5040	Candle, Total	380	1,028		380	1,028	1,028	1,028							1,028
SM	InActive	06S-FG	Candles	5040	Candle, Total	3,295	3,295		3,295	3,295	3,295	3,295							3,295
SM	InActive	06S-FG	Candles	5040	Candle, Total	2,914	1,741		2,914	1,741	1,741	1,741							1,741
SM	InActive	06S-FG	Candles	5040	Candle, Total	818	757		818	757	757	757							757
SM	InActive	06S-FG	Candles	5040	Candle, Total	469	1,374		469	1,374	1,374	1,374							1,374
SM	InActive	06S-FG	Candles	5040	Candle, Total	262	756		262	756	756	756							756
SM	InActive	06S-FG	Candles	5040	Candle, Total	1,228	434		1,228	434	434	434							434
SM	InActive	06S-FG	Candles	5040	Candle, Total	721	162		721	162	162	162							162
SM	InActive	06S-FG	Candles	5040	Candle, Total	11	14		11	14	14	14							14
SM	InActive	06S-FG	Candles	5040	Candle, Total	1,634	4,872		1,634	4,872	4,872	4,872							4,872
SM	InActive	06S-FG	Candles	5040	Candle, Total	96,396	18,585		96,396	18,585	18,585	18,585							18,585
SM	InActive	06S-FG	Candles	5040	Candle, Total	21,760	6,530		21,760	6,530	6,530	6,530							6,530
SM	InActive	06S-FG	Candles	5040	Candle, Total	3,020	3,020		3,020	3,020	3,020	3,020							3,020
SM	InActive	06S-FG	Candles	5040	Candle, Total	2,364	717		2,364	717	717	717							717
SM	InActive	06S-FG	Candles	5040	Candle, Total	33,380	10,158		33,380	10,158	10,158	10,158							10,158
SM	InActive	06S-FG	Candles	5040	Candle, Total	187	240		187	240	240	240							240
SM	InActive	06S-FG	Candles	5040	Candle, Total	36	3		36	3	3	3							3
SM	InActive	06S-FG	Candles	5040	Candle, Total	3,466	3,466		3,466	3,466	3,466	3,466							3,466
SM	InActive	06S-FG	Candles	5040	Candle, Total	45,144	10,255		45,144	10,255	10,255	10,255							10,255
SM	InActive	06S-FG	Candles	5040	Candle, Total	2,786	1,194		2,786	1,194	1,194	1,194							1,194
SM	InActive	06S-FG	Candles	5040	Candle, Total	3,078	1,714		3,078	1,714	1,714	1,714							1,714
SM	InActive	06S-FG	Candles	5040	Candle, Total	25,481	10,841		25,481	10,841	10,841	10,841							10,841
SM	InActive	06S-FG	Candles	5040	Candle, Total	361	157		361	157	157	157							157
SM	InActive	06S-FG	Candles	5040	Candle, Total	5,544	2,346		5,544	2,346	2,346	2,346							2,346
SM	InActive	06S-FG	Candles	5040	Candle, Total	27,683	11,774		27,683	11,774	11,774	11,774							11,774
SM	InActive	06S-FG	Candles	5040	Candle, Total	96	3		96	3	3	3							3
SM	InActive	06S-FG	Candles	5040	Candle, Total	36	2		36	2	2	2							2
SM	InActive	06S-FG	Candles	5040	Candle, Total	30	24		30	24	24	24							24
SM	InActive	06S-FG	Candles	5040	Candle, Total	1,900	2,610		1,900	2,610	2,610	2,610							2,610
SM	InActive	06S-FG	Candles	5040	Candle, Total	13,580	5,662		13,580	5,662	5,662	5,662							5,662
SM	InActive	06S-FG	Candles	5040	Candle, Total	2,112	678		2,112	678	678	678							678

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TRADEMARK

REEL: 002989 FRAME: 0568

9/11/2003

Search Merchants Inactive - Lot 4

Sarah Michaels, LLC

Brand	Status	Qty	Category	Part	Description	Total Qty	Total Value	Comments	Net Qty	Net Value	Unit	Rate	Units	Value	1-13	14-26	27-39	40+
SM	Inactive	6851	Fruit Product		Bodywash, 1oz. Peach	14,378	14,378		14,378	14,378		1.00						5,765
SM	Inactive	6850	Fruit Product		Bodywash, 1oz. Pink	5,150	5,150		5,150	5,150		1.00						2,855
SM	Inactive	6851B	Fruit Product		Bodywash, 1oz. Raspberry	3,228	3,228		3,228	3,228		1.00						1,558
SM	Inactive	6852	Fruit Product		Bodywash, 1oz. Rose Mel	3,911	3,911		3,911	3,911		1.00						4,075
SM	Inactive	6851C	Fruit Product		Bodywash, 1oz. Strawberry	10,789	10,789		10,789	10,789		1.00						4,368
SM	Inactive	6851D	Fruit Product		Bodywash, 1oz. Vanilla Orchid	1,554	1,554		1,554	1,554		1.00						343
SM	Inactive	6857	Fruit Product		Bodywash, 1oz. White Shivers	3,950	3,950		3,950	3,950		1.00						1,883
SM	Inactive	6858	Fruit Product		Bodywash, 1oz. White Shivers	18	18		18	18		1.00						25
SM	Inactive	7108	Fruit Product		Scrub Pk, 12.7oz. Lin. & Sd.	12,500	12,500		12,500	12,500		1.00						7,835
SM	Inactive	7109	Fruit Product		Scrub Pk, 12.7oz. Lin. & Sd.	476	476		476	476		1.00						363
SM	Inactive	7126	Fruit Product		Dry Oil 1oz. Spring Dew	10,003	10,003		10,003	10,003		1.00						10,169
SM	Inactive	7127	Fruit Product		Dry Oil 1oz. Spring Dew	27,904	27,904		27,904	27,904		1.00						15,263
SM	Inactive	7128	Fruit Product		Dry Oil 1oz. Spring Dew	16,263	16,263		16,263	16,263		1.00						3,944
SM	Inactive	7129	Fruit Product		Dry Oil 1oz. Spring Dew	2,944	2,944		2,944	2,944		1.00						1,462
SM	Inactive	7130	Fruit Product		Dry Oil 1oz. Spring Dew	3,004	3,004		3,004	3,004		1.00						3,462
SM	Inactive	7131	Fruit Product		Dry Oil 1oz. Spring Dew	4,860	4,860		4,860	4,860		1.00						12,748
SM	Inactive	7132	Fruit Product		Dry Oil 1oz. Spring Dew	14,488	14,488		14,488	14,488		1.00						2,916
SM	Inactive	7133	Fruit Product		Dry Oil 1oz. Spring Dew	2,556	2,556		2,556	2,556		1.00						1,372
SM	Inactive	7134	Fruit Product		Dry Oil 1oz. Spring Dew	1,415	1,415		1,415	1,415		1.00						1,811
SM	Inactive	7135	Fruit Product		Dry Oil 1oz. Spring Dew	4,831	4,831		4,831	4,831		1.00						4,813
SM	Inactive	7136	Fruit Product		Dry Oil 1oz. Spring Dew	4,513	4,513		4,513	4,513		1.00						18,237
SM	Inactive	7137	Fruit Product		Dry Oil 1oz. Spring Dew	19,237	19,237		19,237	19,237		1.00						37
SM	Inactive	7138	Fruit Product		Dry Oil 1oz. Spring Dew	24	24		24	24		1.00						88
SM	Inactive	7139	Fruit Product		Dry Oil 1oz. Spring Dew	192	192		192	192		1.00						100
SM	Inactive	7140	Fruit Product		Dry Oil 1oz. Spring Dew	188	188		188	188		1.00						30
SM	Inactive	7141	Fruit Product		Dry Oil 1oz. Spring Dew	54	54		54	54		1.00						21
SM	Inactive	7142	Fruit Product		Dry Oil 1oz. Spring Dew	57	57		57	57		1.00						262
SM	Inactive	7143	Fruit Product		Dry Oil 1oz. Spring Dew	1,736	1,736		1,736	1,736		1.00						1,769
SM	Inactive	7144	Fruit Product		Dry Oil 1oz. Spring Dew	5,510	5,510		5,510	5,510		1.00						12,438
SM	Inactive	7145	Fruit Product		Dry Oil 1oz. Spring Dew	12,438	12,438		12,438	12,438		1.00						1,631
SM	Inactive	7146	Fruit Product		Dry Oil 1oz. Spring Dew	4,148	4,148		4,148	4,148		1.00						544
SM	Inactive	7147	Fruit Product		Dry Oil 1oz. Spring Dew	12,618	12,618		12,618	12,618		1.00						3,909
SM	Inactive	7148	Fruit Product		Dry Oil 1oz. Spring Dew	450	450		450	450		1.00						9,244
SM	Inactive	7149	Fruit Product		Dry Oil 1oz. Spring Dew	9,969	9,969		9,969	9,969		1.00						210
SM	Inactive	7150	Fruit Product		Dry Oil 1oz. Spring Dew	11,840	11,840		11,840	11,840		1.00						100
SM	Inactive	7151	Fruit Product		Dry Oil 1oz. Spring Dew	9,844	9,844		9,844	9,844		1.00						210
SM	Inactive	7152	Fruit Product		Dry Oil 1oz. Spring Dew	222	222		222	222		1.00						97
SM	Inactive	7153	Fruit Product		Dry Oil 1oz. Spring Dew	33,844	33,844		33,844	33,844		1.00						24,806
SM	Inactive	7154	Fruit Product		Dry Oil 1oz. Spring Dew	168	168		168	168		1.00						165
SM	Inactive	7155	Fruit Product		Dry Oil 1oz. Spring Dew	183	183		183	183		1.00						10,350
SM	Inactive	7156	Fruit Product		Dry Oil 1oz. Spring Dew	20,814	20,814		20,814	20,814		1.00						719
SM	Inactive	7157	Fruit Product		Dry Oil 1oz. Spring Dew	2,916	2,916		2,916	2,916		1.00						3,359
SM	Inactive	7158	Fruit Product		Dry Oil 1oz. Spring Dew	1,719	1,719		1,719	1,719		1.00						544
SM	Inactive	7159	Fruit Product		Dry Oil 1oz. Spring Dew	5,359	5,359		5,359	5,359		1.00						8,105
SM	Inactive	7160	Fruit Product		Dry Oil 1oz. Spring Dew	1,642	1,642		1,642	1,642		1.00						6,533
SM	Inactive	7161	Fruit Product		Dry Oil 1oz. Spring Dew	9,105	9,105		9,105	9,105		1.00						8,409
SM	Inactive	7162	Fruit Product		Dry Oil 1oz. Spring Dew	13,542	13,542		13,542	13,542		1.00						3,933
SM	Inactive	7163	Fruit Product		Dry Oil 1oz. Spring Dew	8,408	8,408		8,408	8,408		1.00						404
SM	Inactive	7164	Fruit Product		Dry Oil 1oz. Spring Dew	25,297	25,297		25,297	25,297		1.00						1,658
SM	Inactive	7165	Fruit Product		Dry Oil 1oz. Spring Dew	11,700	11,700		11,700	11,700		1.00						4,441
SM	Inactive	7166	Fruit Product		Dry Oil 1oz. Spring Dew	3,870	3,870		3,870	3,870		1.00						1,108
SM	Inactive	7167	Fruit Product		Dry Oil 1oz. Spring Dew	454	454		454	454		1.00						43
SM	Inactive	7168	Fruit Product		Dry Oil 1oz. Spring Dew	1,459	1,459		1,459	1,459		1.00						2,607
SM	Inactive	7169	Fruit Product		Dry Oil 1oz. Spring Dew	4,441	4,441		4,441	4,441		1.00						466
SM	Inactive	7170	Fruit Product		Dry Oil 1oz. Spring Dew	3,469	3,469		3,469	3,469		1.00						2,283
SM	Inactive	7171	Fruit Product		Dry Oil 1oz. Spring Dew	1,108	1,108		1,108	1,108		1.00						3,745
SM	Inactive	7172	Fruit Product		Dry Oil 1oz. Spring Dew	48	48		48	48		1.00						2,261
SM	Inactive	7173	Fruit Product		Dry Oil 1oz. Spring Dew	48	48		48	48		1.00						1,117
SM	Inactive	7174	Fruit Product		Dry Oil 1oz. Spring Dew	48	48		48	48		1.00						475
SM	Inactive	7175	Fruit Product		Dry Oil 1oz. Spring Dew	48	48		48	48		1.00						2,171
SM	Inactive	7176	Fruit Product		Dry Oil 1oz. Spring Dew	48	48		48	48		1.00						418
SM	Inactive	7177	Fruit Product		Dry Oil 1oz. Spring Dew	48	48		48	48		1.00						8
SM	Inactive	7178	Fruit Product		Dry Oil 1oz. Spring Dew	48	48		48	48		1.00						6

Updated Inventory Report - APA Format

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TRADEMARK

REEL: 002989 FRAME: 0569

91112003

Sarah Michaels Inactive - Lot 4

Sarah Michaels, LLC

Brand	Status	Qty	Total OH	Total OH Value	Comments	Net OH Cost	Net OH Value	Units	Sales Rate (1/30)	Decom	1/11	14-78	21-38	40+
SM	Inactive	12	12	100										
SM	Inactive	30	30	36,483										
SM	Inactive	30,656	30,656	36,483										
SM	Inactive	31,178	31,178	36,483										
SM	Inactive	31,700	31,700	36,483										
SM	Inactive	32,222	32,222	36,483										
SM	Inactive	32,744	32,744	36,483										
SM	Inactive	33,266	33,266	36,483										
SM	Inactive	33,788	33,788	36,483										
SM	Inactive	34,310	34,310	36,483										
SM	Inactive	34,832	34,832	36,483										
SM	Inactive	35,354	35,354	36,483										
SM	Inactive	35,876	35,876	36,483										
SM	Inactive	36,398	36,398	36,483										
SM	Inactive	36,920	36,920	36,483										
SM	Inactive	37,442	37,442	36,483										
SM	Inactive	37,964	37,964	36,483										
SM	Inactive	38,486	38,486	36,483										
SM	Inactive	39,008	39,008	36,483										
SM	Inactive	39,530	39,530	36,483										
SM	Inactive	40,052	40,052	36,483										
SM	Inactive	40,574	40,574	36,483										
SM	Inactive	41,096	41,096	36,483										
SM	Inactive	41,618	41,618	36,483										
SM	Inactive	42,140	42,140	36,483										
SM	Inactive	42,662	42,662	36,483										
SM	Inactive	43,184	43,184	36,483										
SM	Inactive	43,706	43,706	36,483										
SM	Inactive	44,228	44,228	36,483										
SM	Inactive	44,750	44,750	36,483										
SM	Inactive	45,272	45,272	36,483										
SM	Inactive	45,794	45,794	36,483										
SM	Inactive	46,316	46,316	36,483										
SM	Inactive	46,838	46,838	36,483										
SM	Inactive	47,360	47,360	36,483										
SM	Inactive	47,882	47,882	36,483										
SM	Inactive	48,404	48,404	36,483										
SM	Inactive	48,926	48,926	36,483										
SM	Inactive	49,448	49,448	36,483										
SM	Inactive	49,970	49,970	36,483										
SM	Inactive	50,492	50,492	36,483										
SM	Inactive	51,014	51,014	36,483										
SM	Inactive	51,536	51,536	36,483										
SM	Inactive	52,058	52,058	36,483										
SM	Inactive	52,580	52,580	36,483										
SM	Inactive	53,102	53,102	36,483										
SM	Inactive	53,624	53,624	36,483										
SM	Inactive	54,146	54,146	36,483										
SM	Inactive	54,668	54,668	36,483										
SM	Inactive	55,190	55,190	36,483										
SM	Inactive	55,712	55,712	36,483										
SM	Inactive	56,234	56,234	36,483										
SM	Inactive	56,756	56,756	36,483										
SM	Inactive	57,278	57,278	36,483										
SM	Inactive	57,800	57,800	36,483										
SM	Inactive	58,322	58,322	36,483										
SM	Inactive	58,844	58,844	36,483										
SM	Inactive	59,366	59,366	36,483										
SM	Inactive	59,888	59,888	36,483										
SM	Inactive	60,410	60,410	36,483										
SM	Inactive	60,932	60,932	36,483										
SM	Inactive	61,454	61,454	36,483										
SM	Inactive	61,976	61,976	36,483										
SM	Inactive	62,498	62,498	36,483										
SM	Inactive	63,020	63,020	36,483										
SM	Inactive	63,542	63,542	36,483										
SM	Inactive	64,064	64,064	36,483										
SM	Inactive	64,586	64,586	36,483										
SM	Inactive	65,108	65,108	36,483										
SM	Inactive	65,630	65,630	36,483										
SM	Inactive	66,152	66,152	36,483										
SM	Inactive	66,674	66,674	36,483										
SM	Inactive	67,196	67,196	36,483										
SM	Inactive	67,718	67,718	36,483										
SM	Inactive	68,240	68,240	36,483										
SM	Inactive	68,762	68,762	36,483										
SM	Inactive	69,284	69,284	36,483										
SM	Inactive	69,806	69,806	36,483										
SM	Inactive	70,328	70,328	36,483										
SM	Inactive	70,850	70,850	36,483										
SM	Inactive	71,372	71,372	36,483										
SM	Inactive	71,894	71,894	36,483										
SM	Inactive	72,416	72,416	36,483										
SM	Inactive	72,938	72,938	36,483										
SM	Inactive	73,460	73,460	36,483										
SM	Inactive	73,982	73,982	36,483										
SM	Inactive	74,504	74,504	36,483										
SM	Inactive	75,026	75,026	36,483										
SM	Inactive	75,548	75,548	36,483										
SM	Inactive	76,070	76,070	36,483										
SM	Inactive	76,592	76,592	36,483										
SM	Inactive	77,114	77,114	36,483										
SM	Inactive	77,636	77,636	36,483										
SM	Inactive	78,158	78,158	36,483										
SM	Inactive	78,680	78,680	36,483										
SM	Inactive	79,202	79,202	36,483										
SM	Inactive	79,724	79,724	36,483										
SM	Inactive	80,246	80,246	36,483										
SM	Inactive	80,768	80,768	36,483										
SM	Inactive	81,290	81,290	36,483										
SM	Inactive	81,812	81,812	36,483										
SM	Inactive	82,334	82,334	36,483										
SM	Inactive	82,856	82,856	36,483										
SM	Inactive	83,378	83,378	36,483										
SM	Inactive	83,900	83,900	36,483										
SM	Inactive	84,422	84,422	36,483										
SM	Inactive	84,944	84,944	36,483										
SM	Inactive	85,466	85,466	36,483										
SM	Inactive	85,988	85,988	36,483										
SM	Inactive	86,510	86,510	36,483										
SM	Inactive	87,032	87,032	36,483										
SM	Inactive	87,554	87,554	36,483	</									

9/11/2003

Sarah Michaels Inactive - Lot 4

Sarah Michaels, LLC

Brand	Status	Lot	Category	Item	Description	Total Qty	Total Value	Commits	Net OH Qty	Net OH Value	Sales Price (1/2003)	Net OH Qty	Net OH Value	1-13	14-26	27-39	40+
SM	InActive	08S-RAW	Beats	822523	21.0180 Bag PVC Mesh Foot	6,524	6,524		6,524	6,524							6,524
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	530	530		530	530							530
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	1,258	1,258		1,258	1,258							1,258
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	3,066	3,066		3,066	3,066							3,066
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	10,070	10,070		10,070	10,070							10,070
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	3,322	3,322		3,322	3,322							3,322
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	22,819	22,819		22,819	22,819							22,819
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	19,269	19,269		19,269	19,269							19,269
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	54,094	54,094		54,094	54,094							54,094
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	16,007	16,007		16,007	16,007							16,007
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	12,608	12,608		12,608	12,608							12,608
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	2,614	2,614		2,614	2,614							2,614
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	245	245		245	245							245
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	1,800	1,800		1,800	1,800							1,800
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	3,302	3,302		3,302	3,302							3,302
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	1,915	1,915		1,915	1,915							1,915
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	1,457	1,457		1,457	1,457							1,457
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	4,695	4,695		4,695	4,695							4,695
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	305	305		305	305							305
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	5,832	5,832		5,832	5,832							5,832
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	821	821		821	821							821
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	1,720	1,720		1,720	1,720							1,720
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	32,448	32,448		32,448	32,448							32,448
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	3,266	3,266		3,266	3,266							3,266
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	5,242	5,242		5,242	5,242							5,242
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	5,874	5,874		5,874	5,874							5,874
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	18,782	18,782		18,782	18,782							18,782
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	9,649	9,649		9,649	9,649							9,649
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	11,143	11,143		11,143	11,143							11,143
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	39,907	39,907		39,907	39,907							39,907
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	353	353		353	353							353
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	1,341	1,341		1,341	1,341							1,341
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	21,554	21,554		21,554	21,554							21,554
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	19,682	19,682		19,682	19,682							19,682
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	207	207		207	207							207
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	182	182		182	182							182
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	1,158	1,158		1,158	1,158							1,158
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	50,243	50,243		50,243	50,243							50,243
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	14,483	14,483		14,483	14,483							14,483
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	6,060	6,060		6,060	6,060							6,060
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	12,348	12,348		12,348	12,348							12,348
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	1,038	1,038		1,038	1,038							1,038
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	689	689		689	689							689
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	207	207		207	207							207
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	1,946	1,946		1,946	1,946							1,946
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	3,750	3,750		3,750	3,750							3,750
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	40,669	40,669		40,669	40,669							40,669
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	54,136	54,136		54,136	54,136							54,136
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	25,828	25,828		25,828	25,828							25,828
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	1,378	1,378		1,378	1,378							1,378
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	383	383		383	383							383
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	641	641		641	641							641
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	26,424	26,424		26,424	26,424							26,424
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	317	317		317	317							317
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	3,302	3,302		3,302	3,302							3,302
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	2,226	2,226		2,226	2,226							2,226
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	9,268	9,268		9,268	9,268							9,268
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	3,643	3,643		3,643	3,643							3,643
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	19,007	19,007		19,007	19,007							19,007
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	58,356	58,356		58,356	58,356							58,356
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	13,638	13,638		13,638	13,638							13,638
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	13,117	13,117		13,117	13,117							13,117
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	151,536	151,536		151,536	151,536							151,536
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	84	84		84	84							84
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	4,156	4,156		4,156	4,156							4,156
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	9,246	9,246		9,246	9,246							9,246
SM	InActive	08S-RAW	Beats	822523	21.0180 Large Cham Bag	8,723	8,723		8,723	8,723							8,723

Updated Inventory Report - APA Format

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TRADEMARK

REEL: 002989 FRAME: 0572

9/11/2003

Smith Michaels Inactive - Lot 4

Smith Michaels, LLC

Grnd	Refers	Typ	Category	Description	Total OH Qty	Total OH Value	Comments	Net OH Qty	Net OH Value	Sales Rate (10w)	Units	Head Suppl	Units
SM	SMK4020001	InActive	OBS-RAM	320032 Label Chifen 100g Sx	23,000	\$ 269		23,000	\$ 269				269
SM	SMK3002000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	9,200	\$ 303		9,200	\$ 303				303
SM	SMK3002000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	15,800	\$ 3,435		15,800	\$ 3,435				3,435
SM	SMK3110000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	29,348	\$ 1,544		29,348	\$ 1,544				1,544
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	32,017	\$ 1,076		32,017	\$ 1,076				1,076
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	15,000	\$ 485		15,000	\$ 485				485
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	4,400	\$ 339		4,400	\$ 339				339
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	3,574	\$ 1,574		3,574	\$ 1,574				1,574
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	3,900	\$ 1,420		3,900	\$ 1,420				1,420
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	80,233	\$ 1,819		80,233	\$ 1,819				1,819
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	8,174	\$ 461		8,174	\$ 461				461
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	26,700	\$ 3,404		26,700	\$ 3,404				3,404
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	3,900	\$ 891		3,900	\$ 891				891
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	7,700	\$ 1,871		7,700	\$ 1,871				1,871
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	53,639	\$ 5,685		53,639	\$ 5,685				5,685
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	28,928	\$ 3,013		28,928	\$ 3,013				3,013
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	57,789	\$ 16,133		57,789	\$ 16,133				16,133
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	108,000	\$ 3,240		108,000	\$ 3,240				3,240
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	72,708	\$ 2,653		72,708	\$ 2,653				2,653
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	279,200	\$ 20,035		279,200	\$ 20,035				20,035
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	14,550	\$ 7,811		14,550	\$ 7,811				7,811
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	664	\$ 664		664	\$ 664				664
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	2,100	\$ 378		2,100	\$ 378				378
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	10,814	\$ 504		10,814	\$ 504				504
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	16,576	\$ 24,117		16,576	\$ 24,117				24,117
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	34,737	\$ 2,470		34,737	\$ 2,470				2,470
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	80,000	\$ 2,470		80,000	\$ 2,470				2,470
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	1,184	\$ 468		1,184	\$ 468				468
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	2,435	\$ 1,551		2,435	\$ 1,551				1,551
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	4,138	\$ 2,921		4,138	\$ 2,921				2,921
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	4,161	\$ 4,161		4,161	\$ 4,161				4,161
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	5,000	\$ 118		5,000	\$ 118				118
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	3,000	\$ 159		3,000	\$ 159				159
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	873	\$ 567		873	\$ 567				567
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	1,244	\$ 497		1,244	\$ 497				497
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	2,093	\$ 780		2,093	\$ 780				780
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	5,681	\$ 761		5,681	\$ 761				761
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	3,700	\$ 507		3,700	\$ 507				507
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	22,848	\$ 9,033		22,848	\$ 9,033				9,033
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	4,304	\$ 627		4,304	\$ 627				627
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	79,400	\$ 1,568		79,400	\$ 1,568				1,568
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	54,300	\$ 1,866		54,300	\$ 1,866				1,866
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	40,822	\$ 7,790		40,822	\$ 7,790				7,790
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	4,740	\$ 3,465		4,740	\$ 3,465				3,465
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	17,274	\$ 671		17,274	\$ 671				671
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	5,870	\$ 121		5,870	\$ 121				121
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	28,312	\$ 26,319		28,312	\$ 26,319				26,319
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	30,318	\$ 1,318		30,318	\$ 1,318				1,318
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	44,133	\$ 2,027		44,133	\$ 2,027				2,027
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	30,995	\$ 210		30,995	\$ 210				210
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	4,304	\$ 525		4,304	\$ 525				525
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	4,526	\$ 1,593		4,526	\$ 1,593				1,593
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	4,418	\$ 949		4,418	\$ 949				949
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	5,000	\$ 950		5,000	\$ 950				950
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	44,959	\$ 2,470		44,959	\$ 2,470				2,470
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	64,900	\$ 508		64,900	\$ 508				508
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	2,817	\$ 1,676		2,817	\$ 1,676				1,676
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	4,404	\$ 483		4,404	\$ 483				483
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	19,000	\$ 6,292		19,000	\$ 6,292				6,292
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	949,000	\$ 80,725		949,000	\$ 80,725				80,725
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	429,000	\$ 10,729		429,000	\$ 10,729				10,729
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	4,270	\$ 2,782		4,270	\$ 2,782				2,782
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	1,990	\$ 945		1,990	\$ 945				945
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	2,557	\$ 613		2,557	\$ 613				613
SM	SMK2210000	InActive	OBS-RAM	320032 Label Chifen 100g Sx	1,111	\$ 172		1,111	\$ 172				172

Updated Inventory Report - APA Format

9/11/2003

Sarah Michaels Inactive - Lot 4

Sarah Michaels, LLC

Brand	Status	Category	Description	Item	Total Qty	Total Value	Comments	Net OH	Sales Price (Unit)	Units	Net OH	1-13	14-26	27-39	40+
SM	Inactive	Composted or Labels	SM S.C.	625693	1,310	1,877		1,210	549	1,210					549
SM	Inactive	Composted or Labels	SM S.C. 12.38 x 8.5 x 4.5	626724	5,114	6,877		5,114	1,422	5,114					1,422
SM	Inactive	Composted or Labels	SM S.C. 12.38 x 11.38 x 5.19	625940	1,225	1,625		1,225	666	1,225					666
SM	Inactive	Composted or Labels	SM S.C. 14.4 x 10.8 x 4.8	625505	19,899	3,392		19,899	3,392	19,899					3,392
SM	Inactive	Composted or Labels	SM S.C. 14.4 x 12.8 x 4.8	625586	4,333	1,891		4,333	1,891	4,333					1,891
SM	Inactive	Composted or Labels	Translucent Javel for Spin Draw	625989	6,175	1,495		6,175	1,495	6,175					1,495
SM	Inactive	Composted or Labels	2-Piece CF-Mix. Bag	625163	4,812	1,462		4,812	1,462	4,812					1,462
SM	Inactive	Composted or Labels	Enigma 4 Foot Hair Spray	625640	3,332	22,807		3,332	22,807	3,332					22,807
SM	Inactive	Composted or Labels	Enigma Classic Dimples Only	625639	86	37,725		86	37,725	86					37,725
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	132	82,966		132	82,966	132					82,966
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	289	184,741		289	184,741	289					184,741
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	498	300,194		498	300,194	498					300,194
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	38,535	24,573		38,535	24,573	38,535					24,573
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	24,335	16,831		24,335	16,831	24,335					16,831
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	22,948	15,376		22,948	15,376	22,948					15,376
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	7,487	4,729		7,487	4,729	7,487					4,729
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	18,771	12,333		18,771	12,333	18,771					12,333
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	28,764	18,121		28,764	18,121	28,764					18,121
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	19,530	15,183		19,530	15,183	19,530					15,183
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	22,341	14,603		22,341	14,603	22,341					14,603
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	49,388	32,017		49,388	32,017	49,388					32,017
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	47,849	31,017		47,849	31,017	47,849					31,017
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	3,024	917		3,024	917	3,024					917
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	44,198	13,379		44,198	13,379	44,198					13,379
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	22,602	7,115		22,602	7,115	22,602					7,115
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	59,796	15,746		59,796	15,746	59,796					15,746
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	48,291	13,313		48,291	13,313	48,291					13,313
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	85,776	24,815		85,776	24,815	85,776					24,815
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	16,206	6,542		16,206	6,542	16,206					6,542
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	28,557	11,244		28,557	11,244	28,557					11,244
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	22,646	9,133		22,646	9,133	22,646					9,133
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	291	80		291	80	291					80
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	6,856	7,797		6,856	7,797	6,856					7,797
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	1,182	1,461		1,182	1,461	1,182					1,461
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	1,176	1,461		1,176	1,461	1,176					1,461
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	28,286	18,344		28,286	18,344	28,286					18,344
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	325	1,812		325	1,812	325					1,812
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	2,314	4,651		2,314	4,651	2,314					4,651
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	10,302	11,819		10,302	11,819	10,302					11,819
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	144	230		144	230	144					230
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	5,397	1,552		5,397	1,552	5,397					1,552
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	54,645	17,458		54,645	17,458	54,645					17,458
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	19,799	34,330		19,799	34,330	19,799					34,330
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	40,493	5,559		40,493	5,559	40,493					5,559
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	17,598	6,786		17,598	6,786	17,598					6,786
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	20,375	3,117		20,375	3,117	20,375					3,117
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	8,948	4,005		8,948	4,005	8,948					4,005
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	12,440	4,005		12,440	4,005	12,440					4,005
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	60	790		60	790	60					790
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	34,203	3,174		34,203	3,174	34,203					3,174
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	1,174	541		1,174	541	1,174					541
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	2,030	1,414		2,030	1,414	2,030					1,414
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	2,945	1,414		2,945	1,414	2,945					1,414
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	138	63		138	63	138					63
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	403	163		403	163	403					163
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	1,431	644		1,431	644	1,431					644
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	31,992	20,638		31,992	20,638	31,992					20,638
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	29,841	29,948		29,841	29,948	29,841					29,948
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	16,243	11,037		16,243	11,037	16,243					11,037
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	5,113	3,668		5,113	3,668	5,113					3,668
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	16,483	10,910		16,483	10,910	16,483					10,910
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	9,094	2,150		9,094	2,150	9,094					2,150
SM	Inactive	Composted or Labels	SM Classic Eugene Necktie	625773	477	477		477	477	477					477

Updated Inventory Report - APA Format

TRADEMARK

REEL: 002989 FRAME: 0575

8/11/2003

Sarah Michaels, Inc. - Lot 4

Sarah Michaels, LLC

Brand	Stock	UP	Category	Item	Description	Total Qty	Total Value	Commits	Net Qty	Net Value	Sales Rate (3/26)	Units	Peak Supply	Order	4th	
SM	InActive	OBS-RAW	Fruit Product	A18018	Green 75 oz Raspberry - Bulk	9,624	2,061	2,061	6,024	2,061	1,031	1,031	1,031	2,061	2,061	
SM	InActive	OBS-RAW	Fruit Product	A18019	Green 75 oz Rasp. Med - Bulk	1,774	810	810	1,774	810	810	810	810	810	810	810
SM	InActive	OBS-RAW	Fruit Product	A18020	Green 25 oz Spring Dream	22,000	2,000	8,800	22,000	2,000	6,800	2,000	2,000	2,000	2,000	2,000
SM	InActive	OBS-RAW	Fruit Product	A18021	Green 25 oz Spring Dream	20,500	10,250	10,250	20,500	10,250	10,250	10,250	10,250	10,250	10,250	10,250
SM	InActive	OBS-RAW	Fruit Product	A18022	Green 75 oz Rasp. Med - Bulk	5,000	2,017	2,017	5,000	2,017	2,017	2,017	2,017	2,017	2,017	2,017
SM	InActive	OBS-RAW	Fruit Product	A18023	Green 75 oz Rasp. Med - Bulk	9,500	2,698	2,698	9,500	2,698	2,698	2,698	2,698	2,698	2,698	2,698
SM	InActive	OBS-RAW	Fruit Product	A18024	Red Rasp. 22 oz Peach	63,000	19,200	19,200	63,000	19,200	19,200	19,200	19,200	19,200	19,200	19,200
SM	InActive	OBS-RAW	Fruit Product	A18025	Red Rasp. 22 oz Peach	117,000	36,600	36,600	117,000	36,600	36,600	36,600	36,600	36,600	36,600	36,600
SM	InActive	OBS-RAW	Fruit Product	A18026	Red Rasp. 22 oz Peach	10,700	3,253	3,253	10,700	3,253	3,253	3,253	3,253	3,253	3,253	3,253
SM	InActive	OBS-RAW	Fruit Product	A18027	Red Rasp. 22 oz Peach	27,312	8,871	8,871	27,312	8,871	8,871	8,871	8,871	8,871	8,871	8,871
SM	InActive	OBS-RAW	Fruit Product	A18028	Red Rasp. 22 oz Peach	10,700	3,253	3,253	10,700	3,253	3,253	3,253	3,253	3,253	3,253	3,253
SM	InActive	OBS-RAW	Fruit Product	A18029	Red Rasp. 22 oz Peach	122,324	3,863	3,863	122,324	3,863	3,863	3,863	3,863	3,863	3,863	3,863
SM	InActive	OBS-RAW	Fruit Product	A18030	Red Rasp. 22 oz Peach	180,800	2,875	2,875	180,800	2,875	2,875	2,875	2,875	2,875	2,875	2,875
SM	InActive	OBS-RAW	Fruit Product	A18031	Red Rasp. 22 oz Peach	81,400	66	66	81,400	66	66	66	66	66	66	66
SM	InActive	OBS-RAW	Fruit Product	A18032	Red Rasp. 22 oz Peach	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010
SM	InActive	OBS-RAW	Fruit Product	A18033	Red Rasp. 22 oz Peach	882,800	12,422	12,422	882,800	12,422	12,422	12,422	12,422	12,422	12,422	12,422
SM	InActive	OBS-RAW	Fruit Product	A18034	Red Rasp. 22 oz Peach	8,000	284	284	8,000	284	284	284	284	284	284	284
SM	InActive	OBS-RAW	Fruit Product	A18035	Red Rasp. 22 oz Peach	1,000	82	82	1,000	82	82	82	82	82	82	82
SM	InActive	OBS-RAW	Fruit Product	A18036	Red Rasp. 22 oz Peach	6,000	206	206	6,000	206	206	206	206	206	206	206
SM	InActive	OBS-RAW	Fruit Product	A18037	Red Rasp. 22 oz Peach	13,500	443	443	13,500	443	443	443	443	443	443	443
SM	InActive	OBS-RAW	Fruit Product	A18038	Red Rasp. 22 oz Peach	3,800	1,000	1,000	3,800	1,000	1,000	1,000	1,000	1,000	1,000	1,000
SM	InActive	OBS-RAW	Fruit Product	A18039	Red Rasp. 22 oz Peach	1,300	414	414	1,300	414	414	414	414	414	414	414
SM	InActive	OBS-RAW	Fruit Product	A18040	Red Rasp. 22 oz Peach	121,244	4,414	4,414	121,244	4,414	4,414	4,414	4,414	4,414	4,414	4,414
SM	InActive	OBS-RAW	Fruit Product	A18041	Red Rasp. 22 oz Peach	3,075,000	30,905	30,905	3,075,000	30,905	30,905	30,905	30,905	30,905	30,905	30,905
SM	InActive	OBS-RAW	Fruit Product	A18042	Red Rasp. 22 oz Peach	10,855	1,487	1,487	10,855	1,487	1,487	1,487	1,487	1,487	1,487	1,487
SM	InActive	OBS-RAW	Fruit Product	A18043	Red Rasp. 22 oz Peach	36,700	15,414	15,414	36,700	15,414	15,414	15,414	15,414	15,414	15,414	15,414
SM	InActive	OBS-RAW	Fruit Product	A18044	Red Rasp. 22 oz Peach	35,287	13,242	13,242	35,287	13,242	13,242	13,242	13,242	13,242	13,242	13,242
SM	InActive	OBS-RAW	Fruit Product	A18045	Red Rasp. 22 oz Peach	2,868,651	738,169	738,169	2,868,651	738,169	738,169	738,169	738,169	738,169	738,169	738,169
SM	InActive	OBS-RAW	Fruit Product	A18046	Red Rasp. 22 oz Peach	21,250	4,250	4,250	21,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250
SM	InActive	OBS-RAW	Fruit Product	A18047	Red Rasp. 22 oz Peach	32,631	5,917	5,917	32,631	5,917	5,917	5,917	5,917	5,917	5,917	5,917
SM	InActive	OBS-RAW	Fruit Product	A18048	Red Rasp. 22 oz Peach	85,150	13,000	13,000	85,150	13,000	13,000	13,000	13,000	13,000	13,000	13,000
SM	InActive	OBS-RAW	Fruit Product	A18049	Red Rasp. 22 oz Peach	51,400	10,282	10,282	51,400	10,282	10,282	10,282	10,282	10,282	10,282	10,282
SM	InActive	OBS-RAW	Fruit Product	A18050	Red Rasp. 22 oz Peach	42,800	2,106	2,106	42,800	2,106	2,106	2,106	2,106	2,106	2,106	2,106
SM	InActive	OBS-RAW	Fruit Product	A18051	Red Rasp. 22 oz Peach	60,855	13,371	13,371	60,855	13,371	13,371	13,371	13,371	13,371	13,371	13,371
SM	InActive	OBS-RAW	Fruit Product	A18052	Red Rasp. 22 oz Peach	107,484	21,487	21,487	107,484	21,487	21,487	21,487	21,487	21,487	21,487	21,487
SM	InActive	OBS-RAW	Fruit Product	A18053	Red Rasp. 22 oz Peach	31,206	9,702	9,702	31,206	9,702	9,702	9,702	9,702	9,702	9,702	9,702
SM	InActive	OBS-RAW	Fruit Product	A18054	Red Rasp. 22 oz Peach	18,022	4,942	4,942	18,022	4,942	4,942	4,942	4,942	4,942	4,942	4,942
SM	InActive	OBS-RAW	Fruit Product	A18055	Red Rasp. 22 oz Peach	65,518	28,518	28,518	65,518	28,518	28,518	28,518	28,518	28,518	28,518	28,518
SM	InActive	OBS-RAW	Fruit Product	A18056	Red Rasp. 22 oz Peach	2,865	646	646	2,865	646	646	646	646	646	646	646
SM	InActive	OBS-RAW	Fruit Product	A18057	Red Rasp. 22 oz Peach	13,307	22,750	22,750	13,307	22,750	22,750	22,750	22,750	22,750	22,750	22,750
SM	InActive	OBS-RAW	Fruit Product	A18058	Red Rasp. 22 oz Peach	49,317	15,283	15,283	49,317	15,283	15,283	15,283	15,283	15,283	15,283	15,283
SM	InActive	OBS-RAW	Fruit Product	A18059	Red Rasp. 22 oz Peach	21,117	7,883	7,883	21,117	7,883	7,883	7,883	7,883	7,883	7,883	7,883
SM	InActive	OBS-RAW	Fruit Product	A18060	Red Rasp. 22 oz Peach	60,440	41,889	41,889	60,440	41,889	41,889	41,889	41,889	41,889	41,889	41,889
SM	InActive	OBS-RAW	Fruit Product	A18061	Red Rasp. 22 oz Peach	90,400	74,185	74,185	90,400	74,185	74,185	74,185	74,185	74,185	74,185	74,185
SM	InActive	OBS-RAW	Fruit Product	A18062	Red Rasp. 22 oz Peach	65,217	53,307	53,307	65,217	53,307	53,307	53,307	53,307	53,307	53,307	53,307
SM	InActive	OBS-RAW	Fruit Product	A18063	Red Rasp. 22 oz Peach	65,231	53,483	53,483	65,231	53,483	53,483	53,483	53,483	53,483	53,483	53,483
SM	InActive	OBS-RAW	Fruit Product	A18064	Red Rasp. 22 oz Peach	118,973	18,586	18,586	118,973	18,586	18,586	18,586	18,586	18,586	18,586	18,586
SM	InActive	OBS-RAW	Fruit Product	A18065	Red Rasp. 22 oz Peach	134,465	21,514	21,514	134,465	21,514	21,514	21,514	21,514	21,514	21,514	21,514
SM	InActive	OBS-RAW	Fruit Product	A18066	Red Rasp. 22 oz Peach	73,136	11,702	11,702	73,136	11,702	11,702	11,702	11,702	11,702	11,702	11,702
SM	InActive	OBS-RAW	Fruit Product	A18067	Red Rasp. 22 oz Peach	39,240	22,304	22,304	39,240	22,304	22,304	22,304	22,304	22,304	22,304	22,304
SM	InActive	OBS-RAW	Fruit Product	A18068	Red Rasp. 22 oz Peach	48,400	7,711	7,711	48,400	7,711	7,711	7,711	7,711	7,711	7,711	7,711
SM	InActive	OBS-RAW	Fruit Product	A18069	Red Rasp. 22 oz Peach	64,400	17,875	17,875	64,400	17,875	17,875	17,875	17,875	17,875	17,875	17,875
SM	InActive	OBS-RAW	Fruit Product	A18070	Red Rasp. 22 oz Peach	47,300	13,151	13,151	47,300	13,151	13,151	13,151	13,151	13,151	13,151	13,151
SM	InActive	OBS-RAW	Fruit Product	A18071	Red Rasp. 22 oz Peach	16,500	3,722	3,722	16,500	3,722	3,722	3,722	3,722	3,722	3,722	3,722
SM	InActive	OBS-RAW	Fruit Product	A18072	Red Rasp. 22 oz Peach	26,508	10,783	10,783	26,508	10,783	10,783	10,783	10,783	10,783	10,783	10,783
SM	InActive	OBS-RAW	Fruit Product	A18073	Red Rasp. 22 oz Peach	14,712	5,148	5,148	14,712	5,148	5,148	5,148	5,148	5,148	5,148	5,148
SM	InActive	OBS-RAW	Fruit Product	A18074	Red Rasp. 22 oz Peach	11,209	4,443	4,443	11,209	4,443	4,443	4,443	4,443	4,443	4,443	4,443
SM	InActive	OBS-RAW	Fruit Product	A18075	Red Rasp. 22 oz Peach	1,867,422	538,745	538,745	1,867,422	538,745	538,745	538,745	538,745	538,745	538,745	538,745
SM	InActive	OBS-RAW	Fruit Product	A18076	Red Rasp. 22 oz Peach	498	219	219	498	219	219	219	219	219	219	219
SM	InActive	OBS-RAW	Fruit Product	A18077	Red Rasp. 22 oz Peach	9,312	5,880	5,880	9,312	5,880	5,880	5,880	5,880	5,880	5,880	5,880
SM	InActive	OBS-RAW	Fruit Product	A18078	Red Rasp. 22 oz Peach	90,110	36,846	36,846	90,110	36,846	36,846	36,846	36,846	36,846	36,846	36,846
SM	InActive	OBS-RAW	Fruit Product	A18079	Red Rasp. 22 oz Peach	61,755	32,306	32,306	61,755	32,306	32,306	32,306	32,306	32,306	32,306	32,306
SM	InActive	OBS-RAW	Fruit Product	A18080	Red Rasp. 22 oz Peach	15,500	600	600	15,500	600	600	600	600	600	600	600
SM	InActive	OBS-RAW	Fruit Product	A18081	Red Rasp. 22 oz Peach	19,500	5,945	5,945	19,500	5,945	5,94					

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

Lot 1 - Freeman Brand

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

Lot 2 - Sarah Michaels Brand

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

Lot 3 - San Francisco Soap Brand

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

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FASMA, LLC

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

LINE	DESCRIPTION	COUNTRY	APPLICATION NO.	APPROX. DATE	REG. NO.	REG. DATE
1	A WASH COME TRUE	USA	76259401	5/21/2001	2547197	3/12/2002
2	ARE YOU GLISTENING	USA	76183401	12/18/2000		
3	AROMESSENTIALS	USA	74128592	1/7/1991	1698262	6/30/1992
4	AROMESSENTIALS	USA	75730650	6/16/1999	2336161	3/28/2000
5	AROMESSENTIALS	PERU	94988	11/11/1999	63892	3/29/2000
6	AWAY WE GLOW	USA	76179400	12/13/2000		
7	BARE FOOT	USA	74666263	4/27/1995	1983825	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 HEAVEN'S SILK	USA	76223606	3/13/2001		
18	FREEMAN	USA	73820227	8/21/1989	1614557	9/25/1990
19	FREEMAN	ATRA	AM7197/98	11/19/1998	180629	2/19/1999
20	FREEMAN	BAHA	22695	5/16/2000		

SCHEDULE B - NO. 21

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21	FREEMAN	BULG	44038	12/15/1998	35856	6/6/1999
22	FREEMAN	CANA	644870	11/14/1989	450939	12/1/1995
23	FREEMAN	VJET	42121	6/15/1999	35481	11/21/2000
	FREEMAN & DESIGN	NEWZ	221724	9/24/1992	B221724	9/24/1992
24	FREEMAN & NEW	USA	75230663	1/24/1997	2197110	10/20/1998
25	DESIGN					
26	FREEMAN & NEW	ASTL	751825	12/24/1997	751825	2/19/1999
27	DESIGN					
28	FREEMAN & NEW	HOND	455498	4/6/1998		
29	DESIGN					
30	FREEMAN & NEW	HONG	1494/1998	2/9/1998	11783/2000	2/9/1998
31	DESIGN					
32	FREEMAN (Chinese characters)	CHIN	724581	1/14/1995		
33	FREEMAN (WORD)	BRAZ	816579881	2/21/1992	816579881	5/17/1994
34	FREEMAN (WORD)	CHIL	397597		397597	6/7/1992
35	FREEMAN (WORD)	ESTO	9802671	11/9/1998	31156	5/23/2000
36	FREEMAN (WORD)	FRAN	95/598485	11/21/1995	95/598485	11/21/1995
37	FREEMAN (WORD)	GERM	39862400	10/29/1998	39862400	10/29/1998
38	FREEMAN (WORD)	HONG	94/10174	9/7/1994	B05321	9/1/1994
39	FREEMAN (WORD)	HUNG	M9804669	11/12/1998	157529	9/8/1999
40	FREEMAN (WORD)	INDI	689210	12/4/1995		
41	FREEMAN (WORD)	IREL	211100	10/30/1998	211100	10/30/1998
42	FREEMAN (WORD)	ITAL	(4275/98) M198C011098	11/12/1998		11/12/1998
43	FREEMAN (WORD)	LITH	98/3620	11/12/1998	38058	4/12/2000
44	FREEMAN (WORD)	MEXI	78264	12/22/1989	385070	10/15/1990
45	FREEMAN (WORD)	NORW	199810214	11/10/1998	202117	3/23/2000
46	FREEMAN (WORD)	PANA	55891	2/25/1991	55891	4/3/1992
47	FREEMAN (WORD)	PERU	94989	11/11/1999	61476	2/28/2000
48	FREEMAN (WORD)	PORT	334143	12/16/1998	334143	6/7/1999

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47	FREEMAN (WORD)	PUER		12/15/1998	44319	12/19/1998
	FREEMAN (WORD)	ROMA	52775	11/26/1998	37308	11/26/1998
48	FREEMAN (WORD)	RUSS	99704499	3/30/1999		
49	FREEMAN (WORD)	SAFR				
50	FREEMAN (WORD)	SWED	98/08478	11/13/1998	348448	9/7/2001
51	FREEMAN (WORD)	TAIW	79-13909	4/3/1990	539551	11/1/1991
52	FREEMAN (WORD)	TAIW	79-13910	4/3/1990	528259	7/16/1991
53	FREEMAN (WORD)	THAI	203612	6/21/1990	148043	6/21/1990
54	FREEMAN (WORD)	TURK	6/16/1995		161423	6/16/1995
55	FREEMAN (WORD)	JAPA	1/21/1998		4249870	3/12/1999
56	FREEMAN AND NEW DESIGN	MACE	Z20000036	1/21/2000		
57	FREEMAN AND NEW DESIGN	VIET	42454	7/15/1999	37573	6/20/2001
58	FREEMAN BEAUTIFUL SKIN	USA	74478120	1/10/1994	1872177	1/10/1995
59	FRESH IDEA	USA	76207461	2/9/2001		
60	FU-FU FOAM	USA	76259400	5/21/2001		
61	GET SHEERIOUS	USA	76179402	12/13/2000		
62	GET UP AND GLOW	USA	76151112	4/3/2001		
63	GLISTEN CLEARLY	USA	76179326	12/13/2000		
64	GLISTEN TO THIS	USA	76182206	12/18/2000		
65	GLOW BARE	USA	76209653	2/14/2001		
66	GLOW GET IT	USA	76150301	10/20/2000		
67	GLOWING PLACES	USA	76150319	10/20/2000		
68	GOTTA GLOW	USA	76223607	3/13/2001		
69	IN THE THICK OF IT	USA	76151113	10/23/2000		
70	JUST DANDY	USA	78071492	6/28/2001		
71	MIGHTY FINE SHINE	USA	76150439	10/20/2000		
72	MORNING SHEER	USA	76179403	12/13/2000		
73						

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	OOH LA LOOFAH	USA	76259424	5/21/2001	2552517	3/26/2002
74						
75	PAPAYA SILK	USA	75560452	9/28/1998	2319889	2/15/2000
76	PAPAYA SILK	MEXI	375386	5/14/1999	613977	5/14/1999
77	PEACE AT HAND	USA	76183305	12/19/2000		
78	PEACE TREATY	USA	76151111	10/23/2000		
	PURE ISLAND	USA	75560450	9/28/1998	2133871	3/21/2000
79	PAPAYA					
	SARAH MICHAELS AND DESIGN	USA	74091555	8/27/1990	1730536	11/10/1992
80						
	SARAH MICHAELS AND DESIGN	USA	74620203	1/12/1995	1963024	3/19/1996
81						
	SARAH MICHAELS AND DESIGN	ASTL	667867	7/26/1995	667867	4/24/1998
82						
	SARAH MICHAELS AND DESIGN	ASTL	667868	7/26/1995	667868	4/24/1998
83						
	SARAH MICHAELS AND DESIGN	BENE	850238	7/1/1996	579159	6/19/1995
84						
	SARAH MICHAELS AND DESIGN	CANA	677865	3/13/1991	TMA403966	10/23/1992
85						
	SARAH MICHAELS AND DESIGN	CHIN	95087805	7/11/1995	972587	4/7/1997
86						
	SARAH MICHAELS AND DESIGN	CHIN	95087806	7/11/1995	980190	4/14/1997
87						
	SARAH MICHAELS AND DESIGN	DRBP	105314	7/15/1999		
88						
	SARAH MICHAELS AND DESIGN	FRAN	95576299	6/16/1995	95576229	4/26/1996
89						
	SARAH MICHAELS AND DESIGN	GBRI	2024863	6/22/1995	2024863	6/22/1995
90						
	SARAH MICHAELS AND DESIGN	GERM	395257417	6/21/1995	395257417	4/12/1996
91						
	SARAH MICHAELS AND DESIGN	HONG	95/10073	8/15/1995	11441/1997	11/21/1997
92						

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	SARAH MICHAELS AND DESIGN	HONG	95/10074	8/15/1995	11442/1997	11/21/1997
93	SARAH MICHAELS AND DESIGN	ITAL	6260	6/16/1995	728060	10/13/1997
94	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
96	SARAH MICHAELS AND DESIGN	MEXI	243260	9/15/1995	523922	6/16/1996
97	SARAH MICHAELS AND DESIGN	MEXI	243261	9/15/1995	505385	6/16/1996
98	SARAH MICHAELS AND DESIGN	NEWZ	314904	8/20/1999	314904	8/18/2000
99	SARAH MICHAELS AND DESIGN	NEWZ	314905	8/20/1999	314905	8/18/2000
100	SARAH MICHAELS AND DESIGN	NEWZ	314906	8/20/1999	314906	8/18/2000
101	SARAH MICHAELS AND DESIGN	NEWZ	314907	8/20/1999	314907	8/18/2000
102	SARAH MICHAELS AND DESIGN	PHIL	4-1999-06188	8/23/1999		
103	SARAH MICHAELS AND DESIGN	SING		1/12/1995	6171/95	1/12/1995
104	SARAH MICHAELS AND DESIGN	SING	6170/95	7/7/1995	6170/95	7/7/1995
105	SARAH MICHAELS AND DESIGN	SPAI	74/620203	1/12/1995	1976359	7/12/1995
106	SARAH MICHAELS AND DESIGN	SPAI	75/620203	1/12/1995	1976358	7/12/1995
107	SARAH MICHAELS AND DESIGN	TAIW	84048914	9/29/1995	730429	10/10/1996
108						

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	SARAH MICHAELS AND DESIGN	TAIW	84048915	9/29/1995	752136	3/16/1997
109						
110	SHEER BLISS	USA	76150320	10/20/2000		
	SHEER WONDERFUL	USA	76150316	10/20/2000		
111					2552516	3/26/2002
112	SHIMMER CHIC	USA	76259423	5/21/2001		
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		
	SMOOTHER THAN LATER	USA	76150317	10/20/2000		
117						
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	ARGH	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	78180248	12/2/2002		
		USA	78191864	12/5/2002		
133	Barefoot Design Image	USA	78199207	12/31/2002		
134	PURE SOFT	USA	78199217	12/31/2002		
135	SHEERIOUSLY SOFT	USA	78199218	12/31/2002		
136	Deep Moisture Miracle	USA	78199222	12/31/2002		
137	DEAR BELLA	USA	78199225	12/31/2002		
138	PURE NECESSITY	USA	78199226	12/31/2002		

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

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

TRADEMARK

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DANNEN, CRANE

312 6417114

P. 11/12

FASMA LLC

Patents

Patent No.	Title	Issue date	Inventor
1	5,344,027 Merchandise Display System	9/5/1994	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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DANNEN, CRANE

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Fasma LLC

Internet Domain Name registrations

- 1 Sarahmichaels.com
- 2 Freeman cosmetics.com
- 3 sfssoap.com
- 3 simplybewell.com
- 5 sanfransoap.com

TOTAL P.12

TRADEMARK

REEL: 002989 FRAME: 0588

SCHEDULE B**EXCLUDED ASSETS**

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

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

TRADEMARK**REEL: 002989 FRAME: 0589**

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

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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BROWNGIBBONSLANG
DANNEN, CRANE

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312 6417114 P.03/12

FASMA, LLC

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

FASMA, LLC					
Sara M. Michaels, Esq. and Brent D. Bolla, Esq.					
FASMA, LLC					
SARA MICHAELS, ESQ. AND BRENT BOLLA, ESQ.					
Trademark	Registration	Application No.	Registration 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 AROMESSENTIALS	USA	74128592	1/7/1991	1698262	6/30/1992
4 AROMESSENTIALS	USA	75730650	6/16/1999	2336161	3/28/2000
5 AROMESSENTIALS	PERU	94988	11/11/1999	63892	3/29/2000
6 AWAY WE GLOW	USA	76179400	12/13/2000		
7 BARE FOOT	USA	74666263	4/27/1995	1983825	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	AM7197/98	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	B221724	9/24/1992
24	FREEMAN & NEW	USA	75230663	1/24/1997	2197110	10/20/1998
25	DESIGN	ASTL	751825	12/24/1997	751825	2/19/1999
26	FREEMAN & NEW	HOND	455498	4/6/1998		
27	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	M1980011038	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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DANNEN, CRANE

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

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74	OOH LA LOOFAH	USA	76259424	5/21/2001	2552517	3/26/2002
75	PAPAYA SILK	USA	75560452	9/28/1998	2519889	2/15/2000
76	PAPAYA SILK	MEXI	375386	5/14/1999	613977	5/14/1999
77	PEACE AT HAND	USA	76183305	12/19/2000		
78	PEACE TREATY	USA	76151111	10/23/2000		
79	PURE ISLAND PAPAYA	USA	75560450	9/28/1998	2333871	3/21/2000
80	SARAH MICHAELS AND DESIGN	USA	74091555	8/27/1990	1730536	11/10/1992
81	SARAH MICHAELS AND DESIGN	USA	74620203	1/12/1995	1963024	3/19/1996
82	SARAH MICHAELS AND DESIGN	ASTL	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	9510073	8/15/1995	11441/1997	11/21/1997

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312 6417114 P.07/12

	SARAH MICHAELS AND DESIGN	HONG	95/10074	8/15/1995	11442/1997	11/21/1997
93	SARAH MICHAELS AND DESIGN	ITAL	6260	6/16/1995	723060	10/13/1997
94	SARAH MICHAELS AND DESIGN	JAPA	068435/1995	7/5/1995	4177081	8/14/1998
95	SARAH MICHAELS AND DESIGN	JAPA	068445/1995	7/5/1995	4243870	2/26/1999
96	SARAH MICHAELS AND DESIGN	MEXI	243260	9/15/1995	523922	6/16/1996
97	SARAH MICHAELS AND DESIGN	MEXI	243261	9/15/1995	506385	6/16/1996
98	SARAH MICHAELS AND DESIGN	NEWZ	314904	8/20/1999	314904	8/18/2000
99	SARAH MICHAELS AND DESIGN	NEWZ	314905	8/20/1999	314905	8/18/2000
100	SARAH MICHAELS AND DESIGN	NEWZ	314906	8/20/1999	314906	8/18/2000
101	SARAH MICHAELS AND DESIGN	NEWZ	314907	8/20/1999	314907	8/18/2000
102	SARAH MICHAELS AND DESIGN	PHIL	4-1999-06188	8/23/1999		
103	SARAH MICHAELS AND DESIGN	SING		1/12/1995	617195	1/12/1995
104	SARAH MICHAELS AND DESIGN	SING	617095	7/7/1995	617095	7/7/1995
105	SARAH MICHAELS AND DESIGN	SPAI	74/620203	1/12/1995	1976359	7/12/1995
106	SARAH MICHAELS AND DESIGN	SPAI	75/620203	1/12/1995	1976358	7/12/1995
107	SARAH MICHAELS AND DESIGN	TAIW	84048914	9/29/1995	730429	10/10/1996
108						

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DANNEN, CRANE

312 6417114 P. 08/12

	SARAH MICHAELS AND DESIGN	TAIW	84048915	9/29/1995	752136	3/16/1997
109						
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						
	SMOOTH DAYS	USA	76198373	1/24/2001		
116	AHEAD					
	SMOOTHER THAN	USA	76150317	10/20/2000		
117	LATER					
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	2428874	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						
	THE SWEETEST	USA	78071494	6/28/2001		
126	THING					
	THE ULTIMATE	CANA	1037893	11/30/1999		
127	BATH					
128	TOOTSIES	USA	75556193	9/18/1998		
	TRULY, MADLY,	USA	76186406	12/26/2000		
129	DEEPLY					
130	PEACE MAKER	USA	78184143	11/12/2002		
131	PEACE OF HEAVEN	USA	78184259	11/12/2002		
132	VINO GLOW	USA	78180248	12/2/2002		
		USA	78191864	12/5/2002		
133	Barefoot Design Image					
134	PURE SOFT	USA	78199207	12/31/2002		
135	SHEERIDUSLY 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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DANNEN, CRANE

312 6417114

P.09/12

FASMALEX San Francisco Soap					
Trademark	Jurisdiction	Application	Publication	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 (Internet Keyword)	Taiwan	(86)015440	1997/04/01		
7 BRIDGE	United States	75/506,445	1998/06/22	2,263,102	1999/07/20
8 BRIDGE Design	United States	75/788,233	1999/08/30	2,366,408	2000/07/11
9 FRUIT TEMPTATIONS	United States	75/565,953	1998/10/07	2,412,932	2000/12/12
10 FRUIT TEMPTATIONS	Canada	1009434	1999/03/22		
11					

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

TRADEMARK

REEL: 002989 FRAME: 0599

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JUN-27-2003 12:11

DANNEN, CRANE

312 6417114 P.11/12

FASMA LLC

Patents

Patent No.	Title	Issue date	Inventor
1	5,344,027 Merchandise Display System	9/6/1994	Mark Kaplan
2	Des. 298,716 Inflatable Bath Pillow	11/28/1988	Mark Kaplan
3	Des. 343,924 Sponge Brush	2/1/1994	Mark Kaplan
4	Des. 347,789 Transparent Package for Inflatable Pillow	6/14/1994	Mark Kaplan
5	Des. 362,179 Transparent Package for a Candle Holder	9/12/1995	Mark Kaplan
6	Des. 368,425 Package for Potpourri	4/2/1996	Mark Kaplan

TRADEMARK

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DANNEN, CRANE

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312 6417114 P.12/12

Fasma LLC

Internet Domain Name registrations

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

TOTAL P.12

9/11/2003

AR Summary 9-5-03

Sarah Michaels, LLC

Number	Name	Balance Open	Current	31-60	61-90	91-120	Over 120	
40387	Kmart Corporation	\$ 902,579	\$ (93)				\$ 902,672	
41419	Rite Aid Corporation	\$ 568,457	\$ (1,000)	\$ 42,954	\$ 190,909	\$ 63,180	\$ 270,435	= Top 10 Domestic = Top 10 International
32811	Target	\$ 463,879	\$ 293,493	\$ 170,366				
32820	Wal-Mart Stores	\$ 462,494	\$ 403,231	\$ 16,808	\$ 12,414	\$ 11,628	\$ 16,382	
86706	American Drug	\$ 197,051	\$ 21,519	\$ 54,641	\$ 55,790	\$ 41,185	\$ 23,914	
165841	Abertson's	\$ 124,365	\$ 14,088	\$ 32,286	\$ 33,495	\$ 32,865	\$ 11,532	
181041	Walgreens	\$ 123,823	\$ 58,593	\$ 65,231	\$ 7,258	\$ 5,069	\$ 108,141	
165864	Rite Aid Distributors	\$ 120,496		\$ 40,650		\$ 1,166		
208743	Wal-Mart Stores	\$ 110,725	\$ 68,908	\$ 51,411		\$ 52,106		
181067	Wal-Mart Stores	\$ 103,519	\$ 13,283	\$ 11,814	\$ 42,350	\$ 27,901	\$ 6,261	
41591	Super Market Services	\$ 101,610					\$ 94,441	
42796	Walgreens	\$ 94,441					\$ 48,910	
181008	Wal-Mart Stores	\$ 46,910					\$ 46,503	
165761	Safeway Marketing, Inc.	\$ 45,603					\$ 447	
42497	Ulta 3	\$ 41,187	\$ 23,215	\$ 17,201	\$ 323			
38281	Bergen Brunswig Corp.	\$ 41,182	\$ 1,856	\$ 8,151	\$ 3,269	\$ 17,794	\$ 10,132	
162881	99 Cent Only Stores	\$ 39,182					\$ 39,182	
181201	Wal-Mart Stores	\$ 38,672	\$ 38,672					
42884	Wakem General Merchand	\$ 36,864	\$ 36,864				\$ 34,376	
215889	Shower Bath Plus	\$ 34,372	\$ (4)		\$ 7,206		\$ 220	
161323	Wal-Mart Stores	\$ 32,094	\$ 16,016	\$ 8,652	\$ 7,206		\$ 30,448	
208469	BSP MARKETING, INC.	\$ 30,448					\$ 569	
181139	Wal-Mart Stores	\$ 30,392			\$ 6,282	\$ 20,959	\$ 1,661	
129066	H.E. Burt Stores	\$ 29,471			\$ 28,490		\$ 16,186	
181091	S. Purkhi Oy Ltd.	\$ 28,490					\$ 28,301	
161768	Palmcoke	\$ 27,955					\$ 11,770	
220257	Wal-Mart Stores	\$ 26,755					\$ 26,755	
169941	Sally Beauty Company	\$ 26,537	\$ 10,403	\$ 6,364	\$ 2,803		\$ 6,937	
41398	Retail Services Associates	\$ 26,369		\$ 3,767	\$ 14,227		\$ 8,364	
181227	Wal-Mart Stores	\$ 25,657		\$ 2,282	\$ 13,667		\$ 9,689	
37971	AHOLD	\$ 25,070		\$ 25,070				
161219	Wal-Mart Stores	\$ 23,982					\$ 23,982	
210066	BUGSHAN ESTABLISHMENT**	\$ 21,299		\$ 146	\$ 7,330		\$ 13,824	
206324	Naxon Marketing Pte Ltd.**	\$ 21,117		\$ 20,982		\$ 135		
203174	Velder d.o.o.**	\$ 18,940	\$ 14,410				\$ 4,530	
181340	Brandworks, Inc.	\$ 18,060	\$ 18,660					
191679	Pacific International Trad**	\$ 18,093	\$ 5,441	\$ 2,291	\$ 5,054	\$ 2,632	\$ 2,675	
40213	Hammard Retail Service	\$ 14,900	\$ 14,900					
41339	Publix Supermarkets	\$ 12,635	\$ 9,952	\$ 2,536			\$ 92	
40475	Longs Drug	\$ 12,163		\$ 7,864	\$ 4,480			
161236	Beaucos Corporation**	\$ 11,898		\$ 4,901	\$ 6,797		\$ 411	\$ 9,453
206586	Kovetko	\$ 11,268		\$ 1,404				
35239	Discount Drug Mart	\$ 10,799	\$ 10,799					
182764	CLIO Industrial Company LI	\$ 10,453					\$ 10,453	
40844	Imperial Distributors	\$ 10,264	\$ 2,540	\$ 4,767	\$ 1,676		\$ 1,280	
36383	Brooks Drugs	\$ 9,756	\$ 256				\$ 9,498	
40740	Millbrook Dist. Service	\$ 9,756						

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Sarah Michaels, LLC

Number	Name	Balance	Open	Current	31-60	61-90	91-120	Over 120									
40846	Mellor, Inc.	\$	8,874	\$	3,548	\$	1,246	\$	4,080								
41574	Shepko Stores, Inc.	\$	8,711	\$	4,894	\$	3,817	\$	1,570								
155886	Schnuck Markets, Inc.	\$	8,384	\$	1,444	\$	562	\$	602								
207520	BMK, INC.	\$	8,370	\$	7,558			\$	7,550								
41224	Peyton's	\$	7,550				\$	1,919									
37898	Aafes Headquarters	\$	7,514	\$	5,585		\$	7,410									
181171	Salve Corporation Pty Ltd.**	\$	7,410														
210188	AWARD SERVICE	\$	7,292	\$	6,150	\$	1,142	\$	2,863								
181549	B+Lo Distributors, Ltd.	\$	6,543	\$	3,879	\$	5,879	\$	98	\$	431						
155707	Heinen's Inc.	\$	6,207				\$	4,527									
180401	Merchants Distributors	\$	5,881	\$	1,034												
41136	Pamida, Inc.	\$	5,219	\$	5,219												
39280	Duane Reade Inc.	\$	4,918	\$	4,918												
146721	OK Grocery Co/Giant Eagle	\$	4,878	\$	3,583		\$	1,246									
208338	Navarro	\$	4,145				\$	4,145									
41110	Penn Traffic Co - Big Bear	\$	4,091						\$	4,091							
153040	Mckesson Drug	\$	4,064				\$	557	\$	252	\$	3,255					
222957	Amerisources/Bergen	\$	4,037	\$	-			\$	245	\$	754	\$	893	\$	2,145		
156734	Stater Bros. Markets	\$	3,422	\$	1,606										\$	1,816	
164697	Druggstore.com	\$	3,221	\$	1,731	\$	1,491										
172169	B & M Discount Wholesale	\$	3,187	\$	3,187												
167206	Select Sales Inc	\$	3,088	\$	3,086												
180806	Pride Trading**	\$	2,786	\$	2,786												
40854	Fred Meyers	\$	2,709	\$	2,709												
180846	Drug Emporium	\$	2,644	\$	1,729	\$	985										
176141	Tau Am Associates Ltd.**	\$	2,555														
174385	V.S. Distributors	\$	2,553														
42614	Flamingo Discount Sales	\$	2,340														
210201	V.F. Grace, Inc.(Anchorage)	\$	2,109	\$	2,109												
42876	PRESTIGE SERVICE INC.	\$	1,891	\$	1,891												
207044	Wakelam	\$	1,688	\$	1,296	\$	392										
178221	Desoma International**	\$	1,483														
177039	Atlantic City Beauty Suppl	\$	1,442														
39033	Prestige Beauty Supply	\$	1,416														
39317	Vita Life #2	\$	1,271														
39909	Associated Food Stores, In	\$	1,204	\$	1,204												
42852	Harris Teeter	\$	1,102	\$	1,102												
42905	Harmon Stores	\$	1,089	\$	1,089												
194858	Wesatch Services And Supply	\$	1,043														
39255	Wegman's	\$	1,013	\$	1,013												
38594	Imperial Distributors	\$	978														
177914	Drug Barn - Sunnyvale	\$	844														
176804	Drug Barn - Sunnyvale	\$	814	\$	814												
41275	Unified Western Grocers	\$	641	\$	641												
167708	URM Stores Inc	\$	635														
	Nonwalk Beauty Supply	\$	620	\$	255	\$	365										
	Price-less Drug Store #2	\$	586	\$	586												
	Super Valu Northeast GMD DI	\$															

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Sarah Michaels, LLC

Number	Name	Balance Open	Current	31 - 60	61 - 90	91 - 120	Over 120
222711	Motion Nail Supply	\$ 582					\$ 582
222017	INTERNATIONAL ACCESS**	\$ 532	\$ 532				\$ 511
143423	Selenity Inc.	\$ 509	\$ 509				
204417	Yosemite Save Mart (B&T)	\$ 447			\$ 447		
147619	IBMK Carrolton #1	\$ 384	\$ 384				
205508	Frankel & Frankel	\$ 343	\$ 343				
222391	Metro Beauty Center	\$ 325	\$ 325				
41304	Price-mart/Hi School Pharm	\$ 304		\$ 304			\$ 288
207204	ISLAND NATURAL INC.	\$ 286					
40432	Kinsey Drug, Inc.	\$ 283	\$ 283				
207394	THE PERFUMERY & GIFT SHOP	\$ 272					\$ 272
222703	BEDROCK MUSIC	\$ 253					\$ 253
180371	C & C Distributors Of OK	\$ 221	\$ 221				
30404	Burlington Drug Co.	\$ 180	\$ 180				
207335	CONSUMER LINK	\$ 4	\$ 4				
202251	Breeze Trading**	\$ (4,497)	\$ (6,797)	\$ 1,553		\$ 741	
204468	Winn-Dixie	\$	\$				
		\$ 4,424,537	\$ 1,141,843	\$ 668,237	\$ 458,092	\$ 311,762	\$ 1,045,662
	Check	\$ 1,840,623	\$ 191,824	\$ 125,336	\$ 92,127	\$ 29,961	\$ 1,201,392

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TRADEMARK