TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Madeleine L.L.C.		03/14/2006	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	Candle Acquisition Co.
Doing Business As:	DBA Illuminations
Street Address:	1995 South McDowell Blvd.
City:	Petaluma
State/Country:	CALIFORNIA
Postal Code:	94954
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2291811	ILLUME
Registration Number:	2906293	ILLUME

CORRESPONDENCE DATA

Fax Number: (415)772-6268
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (415) 772-6000
Email: john.wilson@hellerehrman.com
Correspondent Name: John C. Wilson / Heller Ehrman LLP
Address Line 1: 333 Bush Street
Address Line 4: San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER:	20106-0010
NAME OF SUBMITTER:	John C. Wilson

OP $65.00 2291811

Signature:	/John C. Wilson/
Date:	03/20/2006

Total Attachments: 30
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LIMITED CONSENT

This Limited Consent (this "**Consent**") is dated as of ~~January~~ March 14, 2006 and entered into by Madeleine L.L.C. ("**Madeleine**") in respect of its secured claims and liens against the bankruptcy estate of debtor Old Canco, Inc. f/k/a Illuminations.com, Inc. ("**Debtor**"), and the Debtor's assets.

RECITALS

A. Richard K. Diamond, as Trustee of the Debtor's estate ("**Trustee**"), is a party, as seller, with Candle Acquisition Company, Inc. ("CAC"), Madeleine and Starlume, Inc. ("**Starlume**"), as co-buyers, to a Purchase and Sale Agreement dated January 3, 2006 (the "**Purchase Agreement**"), pursuant to which the Trustee has agreed, subject to Bankruptcy Court approval and as provided in the Purchase Agreement, to transfer to CAC all of the Debtor's right, title and interest, as is, where is, in the trademark Illume and related assets (the "**Illume Assets**").

B. Madeleine asserts an outstanding pre-petition secured claim against the Debtor equal to no less than $10,288,825.10, plus allowed costs of counsel and post-petition interest and fees. Madeleine's secured claims arise under (i) that certain Amended and Restated Loan and Security Agreement dated as of April 5, 2002 (as amended from time to time, the "**Senior Loan Agreement**") between the Debtor as borrower and Fleet Retail Finance, Inc., as lender, and (ii) that certain Promissory Noted dated as of January 30, 2003 (as amended from time to time, the "**Second Lien Note**" and together with the Senior Loan Agreement and UCC-1 financing statements with respect to such agreements, the "**Pre-Petition Loan Agreements**"), and are secured by valid and perfected liens on substantially all of the Debtor's assets, including the

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Illume Assets. In addition to the liens obtained by Madeleine pursuant to the documents described above, in the "Final Order (I) Approving Use of Cash Collateral of Madeleine L.L.C., and (II) Granting Security Interests and Super-Priority Claims Pursuant to Sections 105, 361, 363 and 364(d) of the Bankruptcy Code and Bankruptcy Rules 2002, 4001 and 9014" entered on February 11, 2004 (the **"Final Cash Collateral Order"**), Madeleine was granted "replacement liens" on all of the Debtor's assets, except for bankruptcy avoiding powers, as adequate protection.

C. Starlume is the exclusive licensee of the mark Illume under an existing License Agreement dated as of March 15, 2002 between Starlume and the Debtor (the **"Existing License"**).

D. The Trustee has requested that Madeleine (i) consent to the sale of the Illume Assets free and clear of Madeleine's liens pursuant to Section 363(f) of the Bankruptcy Code, and (ii) release all of Madeleine's liens, claims and interests as against the proceeds of sale, and Madeleine is willing to so agree as set forth below.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

I. LIMITED CONSENT

Madeleine hereby (i) consents to the transfer of the Illume Assets to CAC by the Trustee pursuant to the Purchase Agreement free and clear of Madeleine's liens, and (ii) releases any and all liens, claims and interests in the proceeds of sale of the Illume Assets by the Trustee to CAC pursuant to the Purchase Agreement.

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II. CONDITIONS TO EFFECTIVENESS

This Consent shall be effective upon the satisfaction of the following conditions:

A. The Bankruptcy Court presiding over the chapter 7 case of the Debtor shall have entered an Order approving the transfer of the Illume Assets to CAC pursuant to the Purchase Agreement, including that the transfer therein provided for be free and clear of interests pursuant to Section 363(f) of the Bankruptcy Code, which Order shall have become final and non-appealable, and shall include the following provision:

> "The Trustee shall not use any of the proceeds of the transaction approved hereby to investigate, prosecute, or otherwise pursue any possible claims or causes of action against Madeleine or any of Madeleine's affiliates or any of Madeleine's liens."

B. The Order approving the sale shall be in all other material respects mutually agreeable to the parties to the Purchase Agreement.

C. The transfer of the Illume Assets by the Trustee to CAC under the Purchase Agreement shall have been consummated pursuant to its terms.

III. RESERVATION OF RIGHTS.

A. The limited consent described in Section I hereinabove relates only to the specific matters covered herein, shall not be considered to be a waiver of any rights Madeleine may have under the Pre-Petition Loan Agreements or the Final Cash Collateral Order, and shall not be considered to create a course of dealing or otherwise to obligate Madeleine to grant any consents under the same or similar circumstances in the future. Except as expressly provided hereinabove, this Consent is limited solely for the express purpose provided herein. Nothing contained herein shall obligate Madeleine to consent to any other transfers of collateral that may

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be proposed in the future, including without limitation any transfer of the Illume Assets to a buyer other than CAC.

B. Except as expressly otherwise provided herein, nothing herein shall limit in any manner the right or ability of Madeleine to exercise all of its rights and remedies, regardless of whether now existing or hereafter arising, including with respect of its pre-petition secured claim in the full amount asserted in its proof of claim. Except as expressly waived hereby, Madeleine expressly reserves all rights to exercise the rights and remedies under the Pre-Petition Loan Agreements, the Final Cash Collateral Order, and applicable bankruptcy and non-bankruptcy law, whether now existing or hereafter arising.

IV. MISCELLANEOUS.

A. Headings. Section and subsection headings in this Consent are included herein for convenience of reference only and shall not constitute a part of this Consent for any other purpose or be given any substantive effect.

B. **Applicable Law.** **THIS CONSENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.**

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IN WITNESS WHEREOF, Madeleine has caused this Consent to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MADELEINE L.L.C.

By: _____
Name: _____
Title: _____

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ORIGINAL

RICHARD D. BURSTEIN (State Bar No. 056661)
DANNING, GILL, DIAMOND & KOLLITZ, LLP
2029 Century Park East, Third Floor
Los Angeles, California 90067-2904
Telephone: (310) 277-0077
Facsimile: (310) 277-5735

Attorneys for Richard K. Diamond
Chapter 7 Trustee

ENTERED
MAR - 3 2006
CLERK, U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY Deputy Clerk

FEB 28 2006

FILED
MAR - 1 2006
CLERK, U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY Deputy Clerk

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

In re: ILLUMINATIONS.COM, INC., Debtor.	Case No. LA 04-10427-SB Chapter 7 **ORDER: (1) GRANTING MOTION TO SELL "ILLUME" TRADEMARK AND RELATED ASSETS FREE AND CLEAR; AND (2) AUTHORIZING AND APPROVING TRANSACTIONS RELATING THERETO** Date: February 28, 2006 Time: 11:00 a.m. Place: Courtroom 1575 255 E. Temple Street Los Angeles, CA 90012

On January 20, 2006, Richard K. Diamond, chapter 7 trustee (the "Trustee") of the bankruptcy estate (the "Estate") of Old Canco, Inc., f/k/a Illuminations.com, Inc., the debtor (the "Debtor"), filed the "Trustee's Notice Of Motion And Motion For Order: Authorizing Sale Of All Of The Bankruptcy Estate's Right, Title And Interest In And To The 'Illume' Trademark And Related

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Assets Free And Clear Of All Liens, Claims And Other Interests" (the "Sale Motion"). Attached to the Sale Motion, among other documents, were the "Declaration Of Richard K. Diamond" (the "Trustee's Declaration"), the "Purchase And Sale Agreement" dated January 3, 2006 (the "Sale Agreement") among the Trustee, Candle Acquisition Company ("CAC"), Madeleine L.L.C. ("Madeleine"), and Starlume, Inc. ("Starlume", and, along with CAC and Madeleine, the "Co-Buyers"), the "Limited Consent" by Madeleine, and the "Amendment To Purchase And Sale Agreement" dated as of January 18, 2006 (the "Amendment") among the Trustee and the Co-Buyers. ~~The Sale Motion sought an order under 11 U.S.C. § 363 and, to the~~ extent applicable, 11 U.S.C. § 365:

(a) Authorizing and approving the sale and assignment of all of the Estate's right, title, and interest in and to the Trademark Assets[1], including, without limitation, the trademark "ILLUME", the goodwill associated with the mark "ILLUME", and all related rights, including, without limitation, all registrations and applications therefor, to the Co-Buyers, free and clear of any and all Liens,[2] security interests, encumbrances, interests, Liabilities[2], and claims of any kind or nature whatsoever, and free and clear of any past, present, or future successor or transferee liabilities (collectively, the "Claims and

[1] Capitalized terms not otherwise defined in this Order shall have the same meanings as set forth in the Sale Motion.

[2] "Liens" and "Liabilities" have the meanings set forth in the definitions in the Sale Agreement.

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Interests"), for the sum of $10,000.00, on the terms and conditions set forth in the Sale Agreement;

(b) Authorizing and approving the consummation of the Sale Agreement as amended by the Amendment (the "Amended Sale Agreement") in accordance with its terms;

(c) Determining that the Co-Buyers are "good faith" purchasers within the meaning of 11 U.S.C. § 363(m) and entitled to the protections afforded thereby;

(d) Finding that notice to creditors and other parties in interest relating to the Sale Motion was adequate and appropriate under the circumstances and complied in all respects with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Bankruptcy Rules of the Court;

(e) Authorizing the Trustee and the other parties to the sale to take such actions as are necessary and appropriate to consummate the sale and conveyance of the Trademark Assets; and

(f) Prohibiting the use of the proceeds to be received by the Trustee from the sale of the Trademark Assets to investigate, prosecute, or otherwise pursue any possible claims or causes of action against Madeleine, any of Madeleine's affiliates, or any of Madeleine's Liens.

Pursuant to the Limited Consent, Madeleine agreed to the sale of the Trademark Assets to CAC (but not to an overbidder) on the terms and conditions set forth in the Amended Sale Agreement free and clear of its Liens and to the release of its Liens on the proceeds of sale. In exchange for Madeleine's consent, the Trustee

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agreed to enter into the Sale Agreement, that the Trustee be prohibited from using any proceeds of the sale to investigate, prosecute, or otherwise pursue any possible claims or causes of action against Madeleine, Madeleine's affiliates, or Madeleine's Liens, in accordance with paragraph 11 of the Cash Collateral Order, and that Madeleine's agreement to release its Liens on the proceeds of sale would not result in a reduction in the allowed amount of Madeleine's secured claims and replacement Liens.

Upon consideration of the Sale Motion and review of the Amended Sale Agreement and any objections to the Sale Motion; and it appearing that the Co-Buyers submitted the highest and best offer for the Trademark Assets, ~~that due and sufficient notice of the Sale Motion and of the hearing on the Sale Motion (the "Sale Hearing") has been given, and that no other or further notice need be given,~~ and based upon the Court's consideration of all of the evidence proffered or adduced at or before the Sale Hearing, including the Trustee's Declaration, after due deliberation, it appearing that the relief provided in this Order is in the best interests of the Estate, the creditors thereof, and other parties in interest; and for other good and sufficient cause; ~~and based upon the Findings of Fact and Conclusions of Law entered concurrently herewith (the "Findings and Conclusions"),~~ it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Sale Motion is granted, and the Amended Sale Agreement in the form attached hereto as Exhibit "A" is authorized and approved.

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2. All objections, if any, to the Sale Motion or to the relief requested therein that have not been withdrawn, waived, or settled are overruled on their merits.

3. As of the Closing (as defined in the Sale Agreement), all of the Estate's right, title, and interest in and to the Trademark Assets, including, without limitation, any right, title, and interest in and to Canadian Trade-mark Registration No. 579808 for ILLUME, United Kingdom Trade Mark Registration No. 2255311 for ILLUME, and United States Trademark Registration Nos. 2,291,811 and 2,906,293 for ILLUME, are sold, conveyed, and assigned to CAC as the Co-Buyers' nominee free and clear of any and all Claims and Interests; provided, however, that:

(a) no provisions in this Order, and nothing in the Amended Sale Agreement or the transaction approved hereby, shall affect the License held by Starlume;

(b) the Trustee shall not use any of the proceeds of the transaction approved hereby to investigate, prosecute, or otherwise pursue any possible claims or causes of action against Madeleine or any of Madeleine's affiliates or any of Madeleine's Liens; and

(c) Madeleine's agreement to release its Liens on the proceeds of sale shall not result in a reduction of the allowed amount of Madeleine's secured claims and replacement Liens.

4. Except as expressly provided in the Amended Sale Agreement, the Co-Buyers shall have no liability or responsibility for any claims, damages, causes of action, defaults, or

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obligations under or related to the Trademark Assets that have arisen or accrued as of the Closing.

5. Each of Madeleine, CAC, and Starlume is determined to be a good faith purchaser and entitled to the protections afforded a purchaser pursuant to 11 U.S.C. § 363(m).

6. The parties to the Amended Sale Agreement, including the Trustee, are authorized and directed to execute, deliver, fully perform under, consummate, and implement the Amended Sale Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the transactions contemplated by the Amended Sale Agreement.

7. On the Closing, each holder of any Claim and Interest with respect to which the Trademark Assets are being sold free and clear is authorized and directed to execute such documents and take all other actions as may be necessary to release any Lien that constitutes a Claim and Interest against the Trademark Assets, if any. If any holder of such a Lien has filed a financing statement or other document or agreement evidencing such a Lien against the Trademark Assets shall not have delivered to the Trustee prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, and releases of such Lien: (a) the Trustee is hereby authorized to and shall, on request of any Co-Buyer, execute and file such statements, instruments, releases, and other documents on behalf of the holder; and (b) each of the Co-Buyers is hereby authorized to file, register, or otherwise record a copy of this Order, which, once filed, registered, or

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otherwise recorded, shall constitute conclusive evidence of the release of such Lien in the Trademark Assets. The foregoing notwithstanding, the provisions of this Order authorizing the sale of the Trademark Assets free and clear of Claims and Interests shall be self-executing, and, notwithstanding the failure of the Trustee, the Co-Buyers, or any other party to execute, file, or obtain releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and/or implement the provisions hereof or in the Amended Sale Agreement, any such Lien on the Trademark Assets shall be deemed divested.

8. This Order is and shall be binding upon and govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks, or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, officials of governmental entities outside of the United States, and all other persons and entities which may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Trademark Assets.

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

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to consummate the transactions contemplated by the Amended Sale Agreement.

10. All entities who are presently, or on the Closing may be, in possession of some or all of the Trademark Assets are hereby directed to surrender possession of the Trademark Assets to the Co-Buyers on the Closing. The foregoing provisions of this Order shall not be deemed to amend or modify the parties' obligations under the Amended Sale Agreement.

11. The Court shall retain jurisdiction to: (a) enforce and implement the terms and provisions of the Amended Sale Agreement, all exhibits and amendments thereto, and any releases, waivers, and consents thereunder; (b) resolve any disputes arising under or related to the Amended Sale Agreement and the Closing requirements; (c) compel delivery of the Trademark Assets to the Co-Buyers; and (d) interpret, implement, and enforce the provisions of the Findings and Conclusions and this Order.

12. The Amended Sale Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in a writing signed by all parties, and in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment, or supplement is not materially inconsistent with the Amended Sale Agreement, and provided, further, that the Trustee may in his discretion seek Court approval for any modification, amendment, or supplement that might be subject to this paragraph of this Order.

13. The failure specifically to include or reference any particular provision of the Amended Sale Agreement in this

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Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Amended Sale Agreement be authorized and approved in its entirety.

14. This Order shall bind the Debtor, the Estate, its creditors and interest holders, the Trustee, and any successor trustee, and shall be binding on the Estate, its creditors, and its representative(s), including any debtor in possession, notwithstanding any subsequent conversion(s) of the case to a case under any other chapter(s) of title 11, and the terms and provisions of this Order shall survive the confirmation of any plan of reorganization for or with respect to the Debtor following any conversion to chapter 11.

15. The provisions of this Order and the Amended Sale Agreement are nonseverable and mutually dependent.

16. Notwithstanding the provisions of Bankruptcy Rules 6004(g) and 6006(d), this Order shall be effective and enforceable immediately upon entry.

DATED: MAR 1 2006,

The Honorable Samuel L. Bufford
United States Bankruptcy Judge

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PURCHASE AND SALE AGREEMENT

BETWEEN

RICHARD K. DIAMOND, TRUSTEE
FOR THE ESTATE OF
ILLUMINATIONS.COM, INC.,
AS SELLER

AND

CANDLE ACQUISITION CO. D/B/A "ILLUMINATIONS,"
MADELEINE L.L.C., AND
STARLUME, INC.,
AS CO-BUYERS

DATED: JANUARY 3, 2006

EXHIBIT A

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the 3rd day of January, 2006, by and between Richard K. Diamond, trustee in bankruptcy for the estate of Old Canco, Inc. f/k/a Illuminations.com, Inc. ("Seller"), on the one hand; and Candle Acquisition Co. d/b/a "Illuminations," a Delaware corporation ("CAC"), Madeleine L.L.C., a New York limited liability company ("Madeleine"), and Starlume, Inc., a Delaware corporation ("Starlume") (collectively "Co-Buyers"), on the other hand; with reference to the following facts and recitations:

A. Seller is the duly appointed, qualified, and acting trustee in the case (the "Bankruptcy Case") under chapter 7 of Title 11, United States Code (the "Bankruptcy Code") pending in the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "Bankruptcy Court"), as case number LA-04-10427-SB. The Bankruptcy Case was commenced by Illuminations.com, Inc., a Delaware corporation ("Old Illuminations"), by the filing of a voluntary petition under chapter 11 of the Bankruptcy Code on January 9, 2004 (the "Petition Date"). The Bankruptcy Case was converted to a case under chapter 7 of the Bankruptcy Code by order entered on March 2, 2005, and Seller has thereafter served as the chapter 7 trustee for the estate (the "Estate") of Old Illuminations. Seller is entering into this Agreement as the representative of the Estate.

B. Among the assets of the Estate are any and all interests of Old Illuminations in the registered trademark "ILLUME." Prior to the commencement of the Bankruptcy Case, Old Illuminations, as "Grantor," and Starlume, as "Licensee," had entered into a perpetual, worldwide, exclusive, royalty-free license of the mark "ILLUME" pursuant to the "IP License Agreement" (the "License") dated as of March 15, 2002. The License was executed concurrently with the sale by Old Illuminations to Starlume of all of the outstanding stock of Illume Acquisition Company, Inc. ("IllumeCo"). IllumeCo was dissolved shortly after that sale, and the business of IllumeCo has thereafter been owned and operated by Starlume. The mark "ILLUME" is utilized exclusively by Starlume in connection with the goodwill consisting of products, formulas, manufacturing facilities, customer lists, and distribution channels of IllumeCo acquired by Starlume from Old Illuminations and further developed by Starlume.

C. Madeleine holds security interests and liens in the mark "ILLUME" securing its claims against Old Illuminations and the Estate. Madeleine owns 100% of the issued and outstanding shares of CAC.

D. After negotiations, Seller and Co-Buyers have agreed, subject to the approval of the Bankruptcy Court, that Co-Buyers will purchase all of the Estate's right, title, and interest in and to the mark "ILLUME" and all related rights, including a formal assignment of all registrations, free and clear of any and all liens, claims, and encumbrances, on the terms and conditions set forth in this Agreement. Seller has further agreed to use his best efforts to obtain the approval of the Bankruptcy Court for this Agreement and the transactions contemplated hereby.

EXHIBIT A

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NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, agreements, representations, and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Co-Buyers hereby agree as follows:

ARTICLE 1

CERTAIN DEFINITIONS

1.1. Approval Order. The term "Approval Order" shall mean the order, duly made and entered by the Bankruptcy Court, (i) authorizing and approving, under Bankruptcy Code § 363 and, as applicable, § 365, the sale and assignment of the Assets to Co-Buyers, free and clear of any and all Liens, security interests, encumbrances, interests, Liabilities, and claims of any kind or nature whatsoever, and free and clear of any successor or transferee Liabilities (past, present, or future), (ii) authorizing and approving the consummation of this Agreement, (iii) determining that Co-Buyers are "good faith purchasers" within the meaning of Bankruptcy Code § 363(m) and are entitled to the protections afforded thereby, and (iv) prohibiting the use of the proceeds to be received by Seller from the sale of the Assets to investigate, prosecute, or otherwise pursue any possible claims or causes of action against Madeleine or any of Madeleine's affiliates or any of Madeleine's Liens.

1.2. Assets. The term "Assets" shall mean all of the following:

(a) all of the Estate's right, title, and interest in and to the trademark "ILLUME," the goodwill associated with the mark "ILLUME," and all related rights, including without limitation all registrations and applications therefor;

(b) all rights, contracts, agreements, licenses (including without limitation the License), claims, and causes of action (including without limitation any past, present, and future claims and causes of action for infringement and the right to collect damages for infringement) arising out of or related to the trademark "ILLUME" or the License; and

(c) all of the Estate's right, title, and interest in and to all Books and Records concerning or relating to the matters set forth in Sections 1.2(a) and 1.2(b) above; however, Seller is unaware of any such Books and Records in his possession and shall have no obligation whatsoever to search therefor;

provided, however, that "Assets" shall not include the assumption of any Liabilities whatsoever.

1.3. Books And Records. The term "Books and Records" means all books, records, and files of Old Illuminations relating to any of the Assets that exist in a form that may be reproduced in documentary form, transmitted electronically, or copied to computer media.

1.4. Business Day. The term "Business Day" shall mean any day of the year other than (i) any Saturday or Sunday or (ii) any day which is a "legal holiday" within the meaning of Rule 9006(a) of the Federal Rules of Bankruptcy Procedure.

1.5. Closing. The term "Closing" shall mean the consummation of the transactions contemplated by this Agreement on the Closing Date, in accordance with Article 3 hereof and subject to all of the other terms and conditions hereof.

1.6. Closing Date. The term "Closing Date" shall mean the first Business Day (i) on which no stay of the Approval Order is and remains in effect, (ii) that is at least two Business Days after the ninth calendar day following the entry of the Approval Order on the official case docket of the Bankruptcy Court in the Bankruptcy Case, and (iii) on which all conditions precedent under this Agreement shall have been satisfied or waived.

1.7. Liability. The term "Liability" shall mean (a) any "claim" (as defined in Bankruptcy Code § 101(5) and § 102(2)) against Old Illuminations or its property or the Estate, (b) all obligations which are or should be reflected and classified as liabilities on Old Illumination's balance sheet, (c) all contingent liabilities (including without limitation guarantees, endorsements, or obligations to pay, assume, or purchase liabilities), (d) all liabilities under all contracts and agreements, (e) all amounts that could be payable pursuant to any contract or plan or arrangement by which Old Illuminations is bound with respect to or affecting its employees, officers, directors, representatives, or agents, (f) all penalties, charges, and assessments payable by Old Illuminations to any other Person, including penalties, charges, and assessments that are triggered by virtue of the occurrence of a transaction or event, (g) all liabilities secured by any Lien affecting any assets or properties owned by the Estate (whether or not any such liability has been assumed by Seller, and whether or not it arises under a conditional sale or other title retention agreement given as a security device), and (h) any other claims, responsibilities, liabilities, or obligations, regardless of whether such claim, responsibility, liability, or obligation is known or unknown, fixed or accrued, absolute or contingent, determined or determinable, and whether such claim, responsibility, liability, or obligation has arisen or is to arise or would be required to be recorded or reflected on the books of Old Illuminations.

1.8. Lien. The term "Lien" shall mean all liens, encumbrances, defects of title, security agreements, pledges, conditional sales agreements, claims, restrictions, charges, options, and/or rights of third parties of every kind and character arising or existing by operation of law, by judicial decree or judgment or arbitral decision, by contract, or otherwise, whether or not accrued or fixed, absolute or contingent, known or unknown, determined or determinable, and whenever arising, including, but not limited to, those evidenced by contracts, agreements, leases, indentures, deeds of trust, security agreements, conditional sale contracts, and other title retention agreements.

1.9. Motion. The term "Motion" shall mean the motion and supporting papers to be filed by Seller in the Bankruptcy Court seeking entry of the Approval Order.

1.10. Person. The term "Person" shall mean an individual, a corporation, a partnership, a limited liability company, an association, a trust, or any other entity or organization, including, but not limited to, a governmental unit (as defined in Bankruptcy Code § 101(27)).

1.11. Purchase Price. The term "Purchase Price" shall have the meaning ascribed to it in Article 4 hereof.

1.12. Related Agreement. The term "Related Agreement" shall mean any agreement, contract, or document which is, or is to be, entered into at the Closing or otherwise pursuant to this Agreement.

1.13. Taxes. The term "Taxes" shall mean, with respect to any Person, (a) any net income, gross income, gross receipts, sales, use, *ad valorem*, franchise, fuel, profits, license, withholding, payroll, employment, excise, severance, stamp, transfer, occupation, premium, property, or windfall profit tax, custom duty, or other tax, fee, assessment, or charge of any kind

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or nature whatsoever, together with any interest and any penalty thereon, imposed by any governmental unit on such Person or with respect to the assets or operations of such Person.

ARTICLE 2

PURCHASE AND SALE OF ASSETS; BANKRUPTCY COURT APPROVAL

2.1. Purchase By Co-Buyers And Sale By Seller Of The Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing, Seller shall sell, transfer, convey, assign, and deliver to CAC, as Co-Buyers' nominee, and Co-Buyers shall purchase from Seller, the Assets, free and clear of any and all Liens, security interests, encumbrances, interests, Liabilities, and claims of any kind or nature whatsoever, and free and clear of any successor or transferee Liabilities (past, present, or future). Co-Buyers shall not assume any Liabilities whatsoever.

2.2. Motion For Bankruptcy Court Approval. Within five (5) Business Days following the execution of this Agreement by both Seller and Co-Buyers, Seller shall file in the Bankruptcy Court a Motion, in the form attached hereto as Exhibit A, seeking the entry of the Approval Order (i) authorizing and approving, under Bankruptcy Code § 363 and, as applicable, § 365, the sale and assignment of the Assets to Co-Buyers, free and clear of any and all Liens, security interests, encumbrances, interests, Liabilities, and claims of any kind or nature whatsoever, and free and clear of any successor or transferee Liabilities (past, present, or future), (ii) authorizing and approving the consummation of this Agreement, (iii) determining that Co-Buyers are "good faith purchasers" within the meaning of Bankruptcy Code § 363(m) and are entitled to the protections afforded thereby, and (iv) prohibiting the use of the proceeds to be received by Seller from the sale of the Assets to investigate, prosecute, or otherwise pursue any possible claims or causes of action against Madeleine or any of Madeleine's affiliates or any of Madeleine's Liens. The Motion shall include an overbid procedure proposal and shall disclose that (i) Madeleine shall have no obligation to consent to any sale free and clear of liens or to release its security interests other than in connection with the sale to Co-Buyers contemplated by this Agreement, and (ii) Madeleine reserves the right to credit bid in connection with any sale other than the sale to Co-Buyers contemplated by this Agreement. The Motion shall comply in all respects with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Bankruptcy Rules of the Bankruptcy Court. Seller shall use its best efforts, and shall direct its representatives to use their best efforts, to seek the entry of the Approval Order at the earliest feasible date and shall diligently oppose any objections to the Motion. The Approval Order shall be in form and content satisfactory to Co-Buyers.

2.3. Notice of Motion and Hearing. Seller shall schedule a hearing on the Motion before the Bankruptcy Court and shall duly provide written notice (in form and content satisfactory to Co-Buyers) of the Motion and hearing thereon by first class mail to all of the following: all holders of claims against Old Illuminations or the Estate; any and all holders of Liens, security interests, encumbrances, interests, Liabilities, or claims against, in, or to the Assets; all taxing agencies and other governmental units by which Old Illuminations was required to file returns, issue reports, or pay Taxes or fees of any kind; all persons who have filed a notice of appearance in the Bankruptcy Case or who have requested notice; and all other parties entitled to notice under the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Bankruptcy Rules of the Bankruptcy Court. The notice shall comply in all respects with the requirements of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Bankruptcy Rules of the Bankruptcy Court. Starfume shall, at its

expense, duplicate and mail the notice on behalf of the Seller. In addition, Starfume shall, at its expense, arrange for notice by publication on behalf of Seller in the form contemplated by the Motion. Proof of the mailing of the notice and proof of the publication of notice shall be filed promptly with the Bankruptcy Court.

ARTICLE 3

TRANSACTIONS TO BE EFFECTED AT CLOSING

3.1. Closing. The Closing shall take place, effective as of the opening of business on the Closing Date, at the offices of the Seller, Danning, Gill, Diamond & Kollitz, LLP, 2029 Century Park East, Third Floor, Los Angeles, California 90067, or at such other location as may be agreed upon in writing by Seller and Co-Buyers.

3.2. Transactions To Be Effected. At the Closing, upon the terms and subject to the conditions of this Agreement:

(a) Seller shall deliver to Co-Buyers each of the following:

(i) A bill of sale and assignment of the Assets to CAC, in the form attached hereto as Exhibit B, duly executed on behalf of Seller;

(ii) Such other appropriately executed and authenticated documents and instruments of sale, assignment, transfer, and conveyance with respect to the Assets as Co-Buyers or their counsel may reasonably request, in each case as shall be appropriate to sell, assign, transfer, and convey to, and to vest in, CAC title to the Assets as set forth above;

(iii) A duly conformed copy of the Approval Order as entered on the Docket of the Bankruptcy Court; and

(iv) All necessary or appropriate documents (which shall be prepared and provided by Co-Buyers for execution by Seller) to effect the transfer and assignment to CAC of all official registrations with respect to the Assets, in form suitable for filing or recording with the appropriate governmental units (as applicable), duly executed on behalf of Seller.

(b) Starfume shall deliver to Seller a cashier's or certified check in the amount of the Purchase Price as provided in Article 4 hereof.

(c) Madeleine shall deliver a limited release (the "Madeleine Limited Release"), in the form attached hereto as Exhibit C, with respect to its security interests and Liens (including without limitation (i) those granted by Old Illuminations in favor of Madeleine, (ii) those granted by Old Illuminations in favor of Fleet Retail Finance, Inc. and subsequently assigned to Madeleine, and (iii) those granted by order of the Bankruptcy Court in the Bankruptcy Case as adequate protection in favor of Madeleine) (collectively, the "Madeleine Security Interests"), in which Madeleine shall (i) consent to the transfer of the Assets to CAC by Seller pursuant to this Agreement free and clear of

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the Madeleine Security Interests, and (ii) release any and all Liens, claims, and interests in the proceeds of sale of the Assets by the Trustee to CAC pursuant to this Agreement. The Madeleine Limited Release shall be conditioned upon Seller's agreement, and Seller hereby agrees, that the proceeds of the sale of the Assets to be received by Seller shall not be used to investigate, prosecute, or otherwise pursue any possible claims or causes of action against Madeleine or any of Madeleine's affiliates or any of Madeleine's Liens, and shall be subject to the other conditions to its effectiveness set forth in Section II of the Madeleine Limited Release.

ARTICLE 4

PURCHASE PRICE

4.1. Purchase Price. The Purchase Price for the Assets shall be $10,000, payable at the Closing by Starlume. Starlume's obligation to pay the cash purchase price is several, not a joint obligation of Co-Buyers.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Co-Buyers, and for the express benefit of any purchaser or transferee of any of the Assets from Co-Buyers and any successors to Co-Buyers, as follows:

5.1. Status. Seller is the duly appointed, qualified, and acting trustee for the Estate of Old Illuminations in the Bankruptcy Case under chapter 7 of the Bankruptcy Code pending in the Bankruptcy Court as case number LA-04-10427-SB. Seller is entering into the Agreement as the representative of the Estate.

5.2. Authorization of Agreement. Seller has full power and authority to execute, deliver, and, subject to approval of the consummation of this Agreement by the Bankruptcy Court, perform this Agreement, the Related Agreements, and all other agreements, instruments, and certificates entered into or delivered in connection with the transactions contemplated by this Agreement.

5.3. Binding Agreement. This Agreement constitutes, and each of the Related Agreements is or will constitute, a valid and binding obligation of Seller, and each is enforceable against Seller (or upon execution and delivery will be enforceable against Seller) in accordance with its respective terms, subject to approval of the consummation of this Agreement by the Bankruptcy Court.

5.4. The Assets. To the best of Seller's actual knowledge:

(a) All of the Assets are owned by the Estate free and clear of all Liens (other than the Liens held by Madeleine) and are not subject to any license (other than the License in favor of Starlume), royalty, or other agreement, and Seller has not, during

his service as trustee of the Estate, granted any license or agreed to pay or receive any royalty in respect of the Assets; and

(b) None of the Assets infringe upon the rights, assets, or property of any third party or have been the subject of any pending or threatened litigation or claim of infringement.

5.5. Accuracy Of Statements; Disclosures. To the best of Seller's actual knowledge, neither this Agreement nor any statement, list, document, certificate, or other information furnished or to be furnished by or on behalf of Seller to Co-Buyers or any representative of Co-Buyers in connection with this Agreement or any of the transactions contemplated hereby contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading.

5.6. No Other Representations or Warranties. Except as set forth in the foregoing representations and warranties, Seller makes no representations or warranties, express or implied, in connection with this Agreement or the transactions contemplated hereby or with respect to the Assets.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF CO-BUYERS

Each Co-Buyer separately (and not jointly) represents and warrants to Seller with respect to itself only, as follows:

6.1. Corporate Status. CAC is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and has all requisite power and authority to own or lease its properties and assets and to conduct its businesses as they are currently being conducted. Madeleine is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of New York and has all requisite power and authority to own or lease its properties and assets and to conduct its businesses as they are currently being conducted. Starlume is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and has all requisite power and authority to own or lease its properties and assets and to conduct its businesses as they are currently being conducted.

6.2. Authorization Of Agreement. Each respective Co-Buyer has full corporate power and authority to execute, deliver, and perform this Agreement, the Related Agreements, and all other agreements and instruments entered into or delivered in connection with the transactions contemplated by this Agreement. The execution, delivery, and performance of this Agreement have been, and the Related Agreements and all other agreements and instruments entered into or delivered in connection with the transactions contemplated hereby have been, or prior to the Closing will have been, duly and validly authorized by all necessary corporate action on the part of each respective Co-Buyer.

6.3. Binding Agreement. This Agreement constitutes, and all other agreements and instruments entered into or delivered in connection with the transactions contemplated hereby do or will constitute, the valid and binding obligations of each respective Co-Buyer and are

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enforceable against each respective Co-Buyer (or upon execution and delivery will be enforceable against the Co-Buyer) in accordance with their respective terms.

ARTICLE 7

OTHER COVENANTS OF SELLER

Seller covenants and agrees with Co-Buyers, and for the express benefit of any purchaser or transferee of any of the Assets from Co-Buyers and any successors to Co-Buyers, as follows:

7.1. Filings. At the request and expense of Co-Buyers, Seller shall make all filings with and applications to all governmental units and other Persons which are required to be made on, before, or after the Closing Date by or on behalf of Seller. Co-Buyers acknowledge that a timely Combined Declaration of Use and Incontestability has been filed with the U.S. Patent and Trademark Office with respect to the registration of the mark "ILLUME," but that no notice of acceptance has been received as of the date of this Agreement. Seller does not represent, warrant, or covenant that a notice of acceptance will be received, either before or after the Closing Date. Receipt of a notice of acceptance is not a condition precedent to the transactions contemplated by this Agreement, and neither the absence of such notice of acceptance nor any rejection of the Combined Declaration of Use and Incontestability shall excuse the performance of any obligations under this Agreement by Co-Buyers.

7.2. Status Of Assets Pending Closing. Seller shall not sell, transfer, encumber, or dispose of any of the Assets through the Closing Date, without the express written consent of Co-Buyers. Seller shall not enter into any new contracts affecting any of the Assets, through the Closing Date, without the express written consent of Co-Buyers. Seller shall promptly notify Co-Buyers regarding any material change in any condition with respect to the Assets or of any event which makes any representation or warranty of Seller under this Agreement materially untrue or misleading or which renders any covenant under this Agreement incapable or less likely of being performed.

7.3. Implementing Agreement. Seller shall use its best efforts to take all action required of it to fulfill its obligations under the terms of this Agreement and to facilitate the consummation of the transactions contemplated hereby. Seller agrees that Seller will not take any action which would have the effect of preventing or disabling Seller's performance of its obligations under this Agreement.

ARTICLE 8

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF CO-BUYERS

8.1. Conditions Precedent. The obligations of Co-Buyers under this Agreement are subject to the fulfillment at the Closing on the Closing Date of all of the conditions precedent set forth in this Article 8 and throughout this Agreement; *provided, however*, that such conditions are solely for the benefit of Co-Buyers, and any of such conditions may be waived only by Co-Buyers, in their sole discretion, in a writing signed by all Co-Buyers at or prior to the Closing. Co-Buyers may, in their sole discretion, if the Closing shall not have occurred on or before February 28, 2006, elect to terminate this Agreement at any time after such date by written

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notice to Seller, unless the delay in the Closing is due to any material breach of this Agreement by Co-Buyers. Co-Buyers may also, in their sole discretion, elect to terminate this Agreement at any time after either (i) any material breach of this Agreement by Seller, or (ii) the receipt by Seller of any offer to purchase all or any substantial part of the Assets for a purchase price in excess of the Purchase Price specified in this Agreement. Seller shall use its best efforts to cause the satisfaction of all conditions precedent and shall not act or fail to act for the purpose of permitting or causing any condition precedent to fail.

8.2. Continued Truth Of Representations And Warranties And Compliance With Covenants. The representations and warranties of Seller contained in this Agreement shall be true, accurate, and complete in all material respects on and as of the Closing Date as though such representations and warranties were made on and as of the Closing Date, and Seller shall have performed and complied in all material respects with all terms, conditions, covenants, and agreements required by this Agreement to be performed or complied with by Seller prior to or at the time of Closing on the Closing Date.

8.3. Approval Order. The Approval Order shall have been duly entered by the Bankruptcy Court on the official case docket of the Bankruptcy Court in the Bankruptcy Case for at least two business days after the ninth calendar day following the entry of the Approval Order, and no stay of the Approval Order shall be in effect. The Approval Order shall contain a provision prohibiting the use of the proceeds to be received by Seller from the sale of the Assets to investigate, prosecute, or otherwise pursue any possible claims or causes of action against Madeleine or any of Madeleine's affiliates or any of Madeleine's Liens.

8.4. Adverse Proceedings. There shall be no action, lawsuit, or proceeding filed and pending, or any claim or controversy asserted, that in Co-Buyers' good faith estimate, could have a material adverse effect upon the Assets or Co-Buyers. There shall be no unsatisfied or outstanding order, writ, judgment, injunction, or decree or any litigation or proceeding filed that seeks to restrain, prohibit, or invalidate the transactions contemplated by this Agreement, or that would, if successful, affect the right of the Co-Buyers to own or control the Assets.

8.5. Delivery Of Documents And Other Materials. Seller shall have delivered to Co-Buyers all of the documents, agreements, instruments, and other materials required to be executed and delivered at or prior to the Closing pursuant to this Agreement, including without limitation all documents, agreements, instruments, and other materials required to be delivered pursuant to Article 3 hereof.

ARTICLE 9

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF SELLER

9.1. Conditions Precedent. The obligations of Seller under this Agreement are subject to the fulfillment at the Closing on the Closing Date of all of the conditions precedent set forth in this Article 9 and throughout this Agreement; *provided, however*, that such conditions are solely for the benefit of Seller, and any of such conditions may be waived only by Seller in writing at or prior to the Closing.

9.2. Continued Truth Of Representations And Warranties And Compliance With Covenants. The representations and warranties of Co-Buyers contained in this Agreement shall be true, accurate, and complete in all material respects on and as of the Closing Date as

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though such representations and warranties were made on and as of the Closing Date, and Co-Buyers shall have performed and complied in all material respects with all terms, conditions, covenants, and agreements required by this Agreement to be performed or complied with by Co-Buyers prior to or at the time of Closing on the Closing Date.

9.3. Approval Order. The Approval Order shall have been duly entered by the Bankruptcy Court on the official case docket of the Bankruptcy Court in the Bankruptcy Case for at least two business days after the ninth calendar day following the entry of the Approval Order, and no stay of the Approval Order shall be in effect.

9.4. Adverse Proceedings. There shall be no unsatisfied or outstanding order, writ, judgment, injunction, or decree that restrains, prohibits, or invalidates the transactions contemplated by this Agreement.

ARTICLE 10

GENERAL PROVISIONS

10.1. Survival. The representations, warranties, agreements, and (except for those that by their express terms terminate upon Closing) covenants of the parties hereto shall survive the Closing.

10.2. Seller's Brokers. Seller represents and warrants to Co-Buyers that Seller has not dealt with, retained, or otherwise employed any broker, finder, or agent in connection with the transactions contemplated by this Agreement.

10.3. Co-Buyers' Brokers. Each Co-Buyer separately, and not jointly, represents and warrants to Seller that such Co-Buyer has not dealt with, retained, or otherwise employed any broker, finder, or agent in connection with the transactions contemplated by this Agreement.

10.4. Time Is Of The Essence. Time is of the essence with regard to the consummation of the transactions contemplated by this Agreement, and each party shall use its respective best efforts to satisfy all obligations imposed upon such party under this Agreement in a timely fashion.

10.5. Notices. Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given, (a) when actually received if given in person or by courier or a courier service, (b) on the date of transmission if sent by confirmed facsimile, confirmed e-mail, or other confirmed wire or electronic transmission, or (c) three Business Days after being deposited in the U.S. mail, certified or registered mail, postage prepaid:

To the Co-Buyers:

Candle Acquisition Co. d/b/a "Illuminations"
Attn.: President
1995 South McDowell Blvd.
Petaluma, California 94954
Facsimile number: (707) 776-2097

Madeleine L.L.C.
Attn.: Bob Davenport
11812 San Vicente Blvd., Suite 300
Santa Monica, California 90049
Facsimile number: (310) 826-9203

Starlume, Inc.
Attn.: Chief Executive Officer
2000 West 94th Street
Bloomington, Minnesota 55431
Facsimile number: (952) 885-2776

with required copies to:

O'Melveny & Myers LLP
Attn.: Victoria A. Graff
400 South Hope Street
Los Angeles, California 90071-2899
Facsimile number: (213) 430-6407

Stutman, Treister & Glatt
Professional Corporation
Attn.: Jeffrey H. Davidson
1901 Avenue of the Stars, Suite 1200
Los Angeles, California 90067-6013
Facsimile number: (310) 228-5788

To the Seller: Richard K. Diamond,
Trustee for the Estate of Illuminations.com, Inc.
Danning, Gill, Diamond & Kollitz, LLP
2029 Century Park East, Third Floor
Los Angeles, California 90067-2904
Facsimile number: (310) 277-5735

or such other addresses as may be communicated in writing by either party to the other.

10.6. Entire Agreement; Amendment. This Agreement and the Related Agreements contain the entire agreement between the parties hereto with respect to the purchase and sale of the Assets and supersede any and all previous written or oral negotiations, agreements, contracts, commitments, and writings between the parties hereto with respect to the purchase and sale of the Assets. This Agreement may be amended, but only in writing, signed on behalf of the party against which enforcement of the amendment is sought.

10.7. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement may be executed by any signatory by facsimile with the same force and effect as an original signature.

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10.8. GOVERNING LAW; VENUE AND JURISDICTION. THIS AGREEMENT AND THE RELATED AGREEMENTS SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA AND, TO THE EXTENT APPLICABLE, THE FEDERAL BANKRUPTCY LAW. ANY ACTION OR PROCEEDING ARISING IN CONNECTION WITH OR RELATED TO THIS AGREEMENT AND/OR THE RELATED AGREEMENTS MAY BE INSTITUTED ONLY IN THE BANKRUPTCY COURT OR IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, AND EACH SIGNATORY TO THIS AGREEMENT CONSENTS TO THE SUBJECT MATTER AND PERSONAL JURISDICTION OF SUCH COURTS.

10.9. Partial Invalidity. In the event that any provision or part of any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, this Agreement shall continue in effect, such provision or part of a provision shall be excised from this Agreement, and there shall be deemed substituted for the provision at issue a valid, legal, and enforceable provision as similar as possible to the provision at issue.

10.10. Successors And Assigns. This Agreement shall be binding upon and inure to the benefit of Seller and Co-Buyers and their respective successors and permitted assigns.

10.11. Captions. The titles of the Articles and Sections of this Agreement are for convenience only and shall not be construed as limiting, defining, or affecting the substantive terms of this Agreement.

10.12. United States Dollars. All amounts in this Agreement are expressed in United States dollars.

10.13. Effect Of Investigation. Any due diligence review, audit, or other investigation or inquiry undertaken or performed by or on behalf of the Co-Buyers shall not limit, qualify, modify, or amend the representations, warranties, or covenants of Seller, irrespective of the knowledge and information received (or which should have been received) therefrom by the Co-Buyers.

10.14. Waivers. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant, representation, or warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other term, covenant, representation, or warranty.

10.15. Interpretation.

(a) The use of the masculine, feminine, or neuter gender herein shall not limit any provision of this Agreement. Words of a singular number shall be construed to include the plural, and *vice versa*, unless the context otherwise requires. The use of the terms "including" or "include" shall in all cases herein mean "including, without limitation," or "include, without limitation," respectively. References to Articles or Sections shall refer to those portions of this Agreement. Consummation of the transactions contemplated herein shall not be deemed a waiver of a breach of or inaccuracy in any representation, warranty, or covenant or of any party's rights and remedies with regard thereto. No specific representation, warranty, or covenant contained herein shall limit the generality or applicability of a more general representation, warranty, or covenant contained herein. A

breach of or inaccuracy in any representation, warranty, or covenant shall be not be affected by the fact that any more general or less general representation, warranty, or covenant was not also breached or inaccurate.

(b) Seller and Co-Buyers agree that each party and its respective counsel have reviewed and revised this Agreement and otherwise participated in its drafting and that neither party shall be deemed the drafting party for purposes of resolving any ambiguities in this Agreement.

(c) Nothing contained in this Agreement shall constitute, or be construed to create, a partnership, joint venture, or lease between Seller and Co-Buyers or among Co-Buyers.

10.16. Further Assurances. Upon the reasonable request of Co-Buyers, Seller will on and after the Closing Date execute and deliver to the Co-Buyers such other documents, assignments, and instruments as may be required to effectuate completely the transfer and assignment to the Co-Buyers of, and to vest fully in Co-Buyers title to, the Assets, and otherwise to carry out the purposes of this Agreement.

10.17. Remedies Cumulative. The remedies provided in this Agreement shall be cumulative and shall not preclude the assertion or exercise of any other rights or remedies available by law, in equity, or otherwise.

10.18. Fees, Costs And Expenses.

(a) Except as otherwise specifically provided herein, Seller, on the one hand, and Co-Buyers, on the other hand, shall each bear their own direct and indirect costs and expenses incurred in connection with the negotiation and preparation of this Agreement and the Related Agreements and the consummation and performance of the transactions contemplated hereby and thereby, including without limitation, all legal fees and fees of any brokers, finders, or similar agents.

(b) If any dispute between Seller and Co-Buyers relating to this Agreement or the transactions contemplated hereby should result in litigation or other judicial or administrative proceedings, then the prevailing party in such litigation or proceedings shall be reimbursed by the non-prevailing party for all reasonable attorneys' fees, costs, and expenses incurred in connection with such litigation or proceedings, including without limitation any such litigation or proceedings in connection with the Bankruptcy Case or any future bankruptcy case.

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IN WITNESS WHEREOF, Seller and Co-Buyers have each caused this Agreement to be executed effective as of the date specified above.

SELLER:

RICHARD K. DIAMOND,
as Trustee in Bankruptcy
for the Estate of
Illuminations.com, Inc.,
a Delaware corporation

Richard K. Diamond, Trustee

CO-BUYERS:

CANDLE ACQUISITION CO.
d/b/a "Illuminations"
a Delaware corporation

By:_____

Its _____

MADELEINE L.L.C.
a New York limited liability company

By:_____

Its _____

STARLUME, INC.,
a Delaware corporation

By:_____

Its _____

IN WITNESS WHEREOF, Seller and Co-Buyers have each caused this Agreement to be executed effective as of the date specified above.

SELLER:

RICHARD K. DIAMOND,
as Trustee in Bankruptcy
for the Estate of
Illuminations.com, Inc.,
a Delaware corporation

Richard K. Diamond, Trustee

CO-BUYERS:

CANDLE ACQUISITION CO.
d/b/a "Illuminations"
a Delaware corporation

By: Brian Lalibertte

Brian Lalibertte

Its President

MADELEINE L.L.C.
a New York limited liability company

By:_____

Its _____

STARLUME, INC.,
a Delaware corporation

By:_____

Its _____

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described in the PSA as the "Assets," subject to the approval of the Bankruptcy Court. Each capitalized term not otherwise herein defined shall have the meaning ascribed to such term in the PSA.

C. The Bankruptcy Court has entered the Approval Order, all conditions to the Closing have been duly satisfied or waived, and the Closing has occurred. The Assets sold to CAC pursuant to the Approval Order are those described in the Schedule of Assets attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to and in accordance with the PSA and Approval Order, Seller does hereby absolutely and unconditionally sell, transfer, convey, assign, grant, and deliver all of the Estate's right, title, and interest in and to the Assets to CAC, as Co-Buyers' nominee, free and clear of any and all Liens, security interests, encumbrances, interests, Liabilities, and claims of any kind or nature whatsoever, and free and clear of any successor or transferee Liabilities (past, present, or future). Except as set forth in the PSA, Seller makes no representations or warranties, express or implied, in connection with this Bill of Sale or with respect to the Assets.

Seller hereby covenants that Seller will, within a reasonable period of time after a written request therefor, execute and deliver to Co-Buyers such additional documents as Co-Buyers may reasonably request in order to more fully evidence the sale and vesting in CAC of the Assets.

This Bill of Sale shall inure to the benefit of the respective successors and assigns of the Co-Buyers.

THIS BILL OF SALE SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA AND, TO THE EXTENT APPLICABLE, THE FEDERAL BANKRUPTCY LAW. ANY ACTION OR PROCEEDING UNDER OR RELATED TO THIS BILL OF SALE MAY BE INSTITUTED ONLY IN THE BANKRUPTCY COURT OR IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, AND THE PARTIES CONSENT TO THE SUBJECT MATTER AND PERSONAL JURISDICTION OF SUCH COURTS.

This Bill of Sale is intended to implement the terms and conditions of the PSA and the Approval Order. If any of the provisions contained in this Bill of Sale conflict with the provisions of the PSA or the Approval Order, the provisions of the PSA and Approval Order shall control.

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale as of the day and year first above written.

SELLER:

RICHARD K. DIAMOND,
as Trustee in Bankruptcy
for the Estate of
Illuminations.com, Inc.,
a Delaware corporation

_____
Richard K. Diamond, Trustee

Schedule of Assets

(a) all of the Estate's right, title, and interest in and to the trademark "ILLUME," the goodwill associated with the mark "ILLUME," and all related rights, including without limitation all registrations and applications therefor;

(b) all rights, contracts, agreements, licenses (including without limitation the Estate's interest in the License), claims, and causes of action (including without limitation any past, present, and future claims and causes of action for infringement and the right to collect damages for infringement) arising out of or related to the trademark "ILLUME" or the License; and

(c) all of the Estate's right, title, and interest in and to all Books and Records concerning or relating to the matters set forth in (a) and (b) above; however, Seller is unaware of any such Books and Records in his possession and shall have no obligation whatsoever to search therefor.

EXHIBIT C

TO

PURCHASE AND SALE AGREEMENT

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LIMITED CONSENT

This Limited Consent (this "Consent") is dated as of January __, 2006 and entered into by Madeleine L.L.C. ("Madeleine") in respect of its secured claims and liens against the bankruptcy estate of debtor Old Canco, Inc. f/k/a Illuminations.com, Inc. ("Debtor"), and the Debtor's assets.

RECITALS

A. Richard K. Diamond, as Trustee of the Debtor's estate ("Trustee"), is a party, as seller, with Candle Acquisition Company, Inc. ("CAC"), Madeleine and Starlume, Inc. ("Starlume"), as co-buyers, to a Purchase and Sale Agreement dated January 3, 2006 (the "Purchase Agreement"), pursuant to which the Trustee has agreed, subject to Bankruptcy Court approval and as provided in the Purchase Agreement, to transfer to CAC all of the Debtor's right, title and interest, as is, where is, in the trademark Illume and related assets (the "Illume Assets").

B. Madeleine asserts an outstanding pre-petition secured claim against the Debtor equal to no less than $10,288,825.10, plus allowed costs of counsel and post-petition interest and fees. Madeleine's secured claims arise under (i) that certain Amended and Restated Loan and Security Agreement dated as of April 5, 2002 (as amended from time to time, the "Senior Loan Agreement") between the Debtor as borrower and Fleet Retail Finance, Inc., as lender, and (ii) that certain Promissory Noted dated as of January 30, 2003 (as amended from time to time, the "Second Lien Note" and together with the Senior Loan Agreement and UCC-1 financing statements with respect to such agreements, the "Pre-Petition Loan Agreements"), and are secured by valid and perfected liens on substantially all of the Debtor's assets, including the

Illume Assets. In addition to the liens obtained by Madeleine pursuant to the documents described above, in the "Final Order (I) Approving Use of Cash Collateral of Madeleine L.L.C., and (II) Granting Security Interests and Super-Priority Claims Pursuant to Sections 105, 361, 363 and 364(d) of the Bankruptcy Code and Bankruptcy Rules 2002, 4001 and 9014" entered on February 11, 2004 (the "Final Cash Collateral Order"), Madeleine was granted "replacement liens" on all of the Debtor's assets, except for bankruptcy avoiding powers, as adequate protection.

C. Starlume is the exclusive licensee of the mark Illume under an existing License Agreement dated as of March 15, 2002 between Starlume and the Debtor (the "Existing License").

D. The Trustee has requested that Madeleine (i) consent to the sale of the Illume Assets free and clear of Madeleine's liens pursuant to Section 363(f) of the Bankruptcy Code, and (ii) release all of Madeleine's liens, claims and interests as against the proceeds of sale, and Madeleine is willing to so agree as set forth below.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

I. LIMITED CONSENT

Madeleine hereby (i) consents to the transfer of the Illume Assets to CAC by the Trustee pursuant to the Purchase Agreement free and clear of Madeleine's liens, and (ii) releases any and all liens, claims and interests in the proceeds of sale of the Illume Assets by the Trustee to CAC pursuant to the Purchase Agreement.

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II. CONDITIONS TO EFFECTIVENESS

This Consent shall be effective upon the satisfaction of the following conditions:

A. The Bankruptcy Court presiding over the chapter 7 case of the Debtor shall have entered an Order approving the transfer of the Illume Assets to CAC pursuant to the Purchase Agreement, including that the transfer therein provided for be free and clear of interests pursuant to Section 363(f) of the Bankruptcy Code, which Order shall have become final and non-appealable, and shall include the following provision:

> "The Trustee shall not use any of the proceeds of the transaction approved hereby to investigate, prosecute, or otherwise pursue any possible claims or causes of action against Madeleine or any of Madeleine's affiliates or any of Madeleine's liens."

B. The Order approving the sale shall be in all other material respects mutually agreeable to the parties to the Purchase Agreement.

C. The transfer of the Illume Assets by the Trustee to CAC under the Purchase Agreement shall have been consummated pursuant to its terms.

III. RESERVATION OF RIGHTS.

A. The limited consent described in Section I hereinabove relates only to the specific matters covered herein, shall not be considered to be a waiver of any rights Madeleine may have under the Pre-Petition Loan Agreements or the Final Cash Collateral Order, and shall not be considered to create a course of dealing or otherwise to obligate Madeleine to grant any consents under the same or similar circumstances in the future. Except as expressly provided hereinabove, this Consent is limited solely for the express purpose provided herein. Nothing contained herein shall obligate Madeleine to consent to any other transfers of collateral that may

be proposed in the future, including without limitation any transfer of the Illume Assets to a buyer other than CAC.

B. Except as expressly otherwise provided herein, nothing herein shall limit in any manner the right or ability of Madeleine to exercise all of its rights and remedies, regardless of whether now existing or hereafter arising, including with respect of its pre-petition secured claim in the full amount asserted in its proof of claim. Except as expressly waived hereby, Madeleine expressly reserves all rights to exercise the rights and remedies under the Pre-Petition Loan Agreements, the Final Cash Collateral Order, and applicable bankruptcy and non-bankruptcy law, whether now existing or hereafter arising.

IV. MISCELLANEOUS.

A. Headings. Section and subsection headings in this Consent are included herein for convenience of reference only and shall not constitute a part of this Consent for any other purpose or be given any substantive effect.

B. Applicable Law. THIS CONSENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, Madeleine has caused this Consent to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MADELEINE L.L.C.

By:_____
Name:_____
Title:_____

AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Amendment") is made as of the 18th day of January, 2006, by and between Richard K. Diamond, trustee in bankruptcy for the estate of Old Canco, Inc. f/k/a Illuminations.com, Inc. ("Seller"), on the one hand; and Candle Acquisition Co. d/b/a "Illuminations," a Delaware corporation ("CAC"), Madeleine L.L.C., a New York limited liability company ("Madeleine"), and Starlume, Inc., a Delaware corporation ("Starlume") (collectively "Co-Buyers"), on the other hand; with reference to the following facts and recitations:

A. Seller and Co-Buyers have entered into the Purchase and Sale Agreement dated as of January 3, 2006 ("Agreement"). Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

B. Seller and Co-Buyers have agreed to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Co-Buyers hereby agree as follows:

1. Section 8.1 of the Agreement is hereby amended to read in its entirety as follows:

> "8.1. Conditions Precedent. The obligations of Co-Buyers under this Agreement are subject to the fulfillment at the Closing on the Closing Date of all of the conditions precedent set forth in this Article 8 and throughout this Agreement; *provided, however,* that such conditions are solely for the benefit of Co-Buyers, and any of such conditions may be waived only by Co-Buyers, in their sole discretion, in a writing signed by all Co-Buyers at or prior to the Closing. Co-Buyers may, in their sole discretion, if the Closing shall not have occurred on or before March 31, 2006, elect to terminate this Agreement at any time after such date by written notice to Seller, unless the delay in the Closing is due to any material breach of this Agreement by Co-Buyers. Co-Buyers may also, in their sole discretion, elect to terminate this Agreement at any time after either (i) any material breach of this Agreement by Seller, or (ii) the receipt by Seller of any offer to purchase all or any substantial part of the Assets for a purchase price in excess of the Purchase Price specified in this Agreement. Seller shall use its best efforts to cause the satisfaction of all conditions precedent and shall not act or fail to act for the purpose of permitting or causing any condition precedent to fail."

2. Except as expressly set forth in this Amendment, the terms and provisions of the Agreement shall remain in full force and effect.

3. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Amendment may be executed by any signatory by facsimile with the same force and effect as an original signature.

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4. Seller and Co-Buyers agree that each party and its respective counsel have reviewed and revised this Amendment and otherwise participated in its drafting and that neither party shall be deemed the drafting party for purposes of resolving any ambiguities in this Amendment.

IN WITNESS WHEREOF, Seller and Co-Buyers have each caused this Amendment to be executed effective as of the date specified above.

SELLER:

RICHARD K. DIAMOND,
as Trustee in Bankruptcy
for the Estate of
Illuminations.com, Inc.,
a Delaware corporation

Richard K. Diamond, Trustee

CO-BUYERS:

CANDLE ACQUISITION CO.
d/b/a "Illuminations"
a Delaware corporation

By:_____

Its _____

MADELEINE L.L.C.
a New York limited liability company

By:_____

Its _____

STARLUME, INC.,
a Delaware corporation

By:_____

Its _____

reviewed and revised this Amendment and otherwise participated in its drafting and that neither party shall be deemed the drafting party for purposes of resolving any ambiguities in this Amendment.

IN WITNESS WHEREOF, Seller and Co-Buyers have each caused this Amendment to be executed effective as of the date specified above.

SELLER:

RICHARD K. DIAMOND,
as Trustee in Bankruptcy
for the Estate of
Illuminations.com, Inc.,
a Delaware corporation

Richard K. Diamond, Trustee

CO-BUYERS:

CANDLE ACQUISITION CO.
d/b/a "Illuminations"
a Delaware corporation

By: Brian Laliberte
Brian Laliberte
Its PRESIDENT

MADELEINE L.L.C.
a New York limited liability company

By:_____

Its _____

STARLUME, INC.,
a Delaware corporation

By:_____

Its _____

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4. Seller and Co-Buyers agree that each party and its respective counsel have reviewed and revised this Amendment and otherwise participated in its drafting and that neither party shall be deemed the drafting party for purposes of resolving any ambiguities in this Amendment.

IN WITNESS WHEREOF, Seller and Co-Buyers have each caused this Amendment to be executed effective as of the date specified above.

SELLER:

RICHARD K. DIAMOND,
as Trustee in Bankruptcy
for the Estate of
illuminations.com, Inc.,
a Delaware corporation

_____
Richard K. Diamond, Trustee

CO-BUYERS:

CANDLE ACQUISITION CO.
d/b/a "Illuminations"
a Delaware corporation

By: _____
Its _____

MADELEINE L.L.C.
a New York limited liability company

By: _____
Its _____

STARLUME, INC.,
a Delaware corporation

By: _____
Its _____

4. Seller and Co-Buyers agree that each party and its respective counsel have reviewed and revised this Amendment and otherwise participated in its drafting and that neither party shall be deemed the drafting party for purposes of resolving any ambiguities in this Amendment.

IN WITNESS WHEREOF, Seller and Co-Buyers have each caused this Amendment to be executed effective as of the date specified above.

SELLER:

RICHARD K. DIAMOND,
as Trustee in Bankruptcy
for the Estate of
illuminations.com, Inc.,
a Delaware corporation

_____
Richard K. Diamond, Trustee

CO-BUYERS:

CANDLE ACQUISITION CO.
d/b/a "Illuminations"
a Delaware corporation

By: _____
Its _____

MADELEINE L.L.C.
a New York limited liability company

By: _____
Its _____

STARLUME, INC.,
a Delaware corporation

By: _____
Its Chairman

NOTE TO USERS OF THIS FORM:
Physically attach this form as the last page of the proposed Order or Judgment.
*Do **not** file this form as a separate document.*

In re (SHORT TITLE) **ILLUMINATIONS.COM, INC.,** Debtor.	CHAPTER 7 CASE NUMBER: LA 04-10427-SB

NOTICE OF ENTRY OF JUDGMENT OR ORDER AND CERTIFICATE OF MAILING

TO INTERESTED PARTIES NAMED BELOW:

Ch. 7 Trustee:
Richard K. Diamond
Danning, Gill, Diamond & Kollitz, LLP
2029 Century Park East, Third Floor
Los Angeles, CA 90067

Office of the U.S. Trustee:
Office of the United States Trustee
725 South Figueroa Street
Suite 2600
Los Angeles, CA 90017

Attys. for Richard K. Diamond, Ch. 7 Trustee:
Richard D. Burstein; Kim Tung; Frank X. Ruggier
Danning, Gill, Diamond & Kollitz, LLP
2029 Century Park East, Third Floor
Los Angeles, CA 90067

Attys. for Starlume, Inc.:
Jeffrey H. Davidson
Stutman, Treister & Glatt PC
1901 Avenue of the Stars, Suite 1200
Los Angeles, CA 90067

Attys. for Madeleine, LLC:
Ben H. Logan; Victoria A. Graff
O'Melveny & Myers LLP
400 S. Hope Street
Los Angeles, CA 90071

Attys. for Debtor:
Haig M. Maghakian
Milbank, Tweed, Hadley & McCloy
601 S. Figueroa Street, 30th Fl.
Los Angeles, CA 90017

Illuminations.com, Inc., Debtor:
1995 S. McDowell Blvd.
Petaluma, CA 94954

1. You are hereby notified, pursuant to Local Bankruptcy Rule 9021-1(1)(a)(v), that a judgment or order entitled (specify):

ORDER: (1) GRANTING MOTION TO SELL "ILLUME" TRADEMARK AND RELATED ASSETS FREE AND CLEAR; AND (2) AUTHORIZING AND APPROVING TRANSACTIONS RELATING THERETO

was entered on (*specify date*): 3-3-06

2. I hereby certify that I mailed a copy of this notice and a true copy of the order or judgment to the persons and entities on the attached service list on (*specify date*): 3-3-06

Dated: 3-3-06

JON D. CERETTO
Clerk of the Bankruptcy Court

By: _____
Deputy Clerk

Rev. 6/95 This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California.
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