TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Grandway USA Corporation		10/31/2005	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	Achiever USA Corporation	
Street Address:	2555 South 900 West	
City:	Salt Lake City	
State/Country:	UTAH	
Postal Code:	84119	
Entity Type:	CORPORATION: NEVADA	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	75849858	FUNPAK
Serial Number:	78447579	DL DIGITAL LIFE
Registration Number:	2625690	SOMETHING TO SMILE ABOUT!
Serial Number:	76421746	COLOR SPLASH
Registration Number:	2477352	BIG VALUE
Registration Number:	2625764	нотѕнот
Registration Number:	2690054	BUTTON LIGHT
Registration Number:	2727825	CLIP-N-CARRY
Registration Number:	2629745	

CORRESPONDENCE DATA

(801)532-7750 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

8015327840 Phone: Email: tbs@pwlaw.com

> **TRADEMARK REEL: 003430 FRAME: 0886**

900062984

Correspondent Name: Timothy B. Smith

Address Line 1: 185 South State Street, Suite 1300
Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER:	ACHIEVER USA CORP.
NAME OF SUBMITTER:	Timothy B. Smith
Signature:	/Timothy B. Smith/
Date:	11/18/2006

Total Attachments: 15

source=Grandway Assignment#page1.tif source=Grandway Assignment#page2.tif source=Grandway Assignment#page3.tif source=Grandway Assignment#page4.tif source=Grandway Assignment#page5.tif source=Grandway Assignment#page6.tif source=Grandway Assignment#page7.tif source=Grandway Assignment#page8.tif source=Grandway Assignment#page9.tif source=Grandway Assignment#page10.tif source=Grandway Assignment#page11.tif source=Grandway Assignment#page12.tif source=Grandway Assignment#page13.tif source=Grandway Assignment#page14.tif source=Grandway Assignment#page15.tif

TRADEMARK REEL: 003430 FRAME: 0887

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "<u>Agreement</u>") is entered into this 31st day of October, 2005, by and between Grandway USA Corporation, a Utah corporation ("<u>Seller</u>"), and Achiever USA Corporation, a Nevada corporation ("<u>Buyer</u>").

Recitals

- A. Seller and Buyer are both in the business of selling consumer products.
- B. Seller desire to sell certain assets relating to its camera, crayon, audio cassette and button light product lines to Buyer, and Buyer desires to purchase these assets from Seller, on the terms and conditions of this Agreement.

Agreement

The parties agree as follows:

1. Purchase and Sale.

- (a) <u>Transferred Assets</u>. Buyer agrees to purchase, and Seller agrees to sell, the assets described below (the "<u>Assets</u>"), on the terms and conditions of this Agreement:
- (i) all right, title and interest in and to the trademarks and trademark applications, as issued by or filed with the United States Patent and Trademark Office or any comparable foreign office, listed on <u>Schedule 1(a)(ii)</u> (the "<u>Trademarks</u>"), together with related goodwill; and
- (ii) all right, title and interest in and to any patents, domain names, trade names, service marks or other intellectual property, and any applications related thereto, in each case only as it relates exclusively to the Products.

In addition, Seller shall deliver to Buyer copies of Seller's files and records relating to the customers listed on Schedule 1(a)(iii) ("Seller's Customers") insofar as they relate to the Products.

- (b) <u>Excluded Assets</u>. All of Seller's assets that are not expressly and specifically described in Section 1(a) are not part of the sale and purchase contemplated hereunder and shall remain the property of Seller after the Closing (as hereinafter defined). These assets include, without limitation, the following:
 - (i) all cash and cash equivalents; and
- (ii) all trade accounts receivable and other rights to payment from customers of Seller.
- (c) <u>Noncompetition</u>. Seller agrees not to compete with Buyer with respect to the sale of Products for a period of 5 years after the Closing Date.

2. Purchase Price.

(i) <u>Purchase Price</u>. Buyer agrees to pay to Seller for the Assets the sum of \$500,000 plus the value of the Inventory determined as set forth in Section 2(b)(i) below (together, the "<u>Purchase Price</u>..

(b) Payment.

- Inventory. On the Closing Date, Seller and Buyer shall conduct a (i) physical count of the SellersInventory, such physical count of the Inventory to be conducted in accordance with procedures mutually agreed to by Seller and Buyer. Buyer shall pay for the Inventory as it becomes sold by Buyer. Buyer shall use its best commercial efforts to sell the Inventory. Seller understands that price concessions may be required. Any price concessions will be approved by Seller prior to Buyer making the sale. Buyer will sell the Inventory, without discount unless Seller gives its prior written approval, before it sells any other similar products. whether such products are acquired by Buyer before or after Closing. In the event Seller refuses Buyer's request for approval of a discount, Buyer's commitment for the prior sale of the Inventory is voided for that particular Inventory but remains in effect for the remaining Inventory. Seller shall have, with respect to any such Inventory for which it has rejected a requested discount, the right to liquidate such inventory itself to any customers it elects. Buyer shall remit to Seller all proceeds from sales of the Inventory, net of reasonable sales commission and freight costs. Buyer shall remit such amounts to Seller monthly, together with a report providing detail of the Inventory sales, sales commissions and freight costs. In the event Buyer cannot sell the Grandway Inventory within 6 months of this closing date, Seller at their option shall have the right to liquidate such inventory to any customer it elects.
- (ii) Remaining Purchase Price. The \$500,000 purchase price for the purchased assets other than the Inventory shall be paid as sales are made by Buyer to Seller's Customers, other than the sales of Inventory, during the five-year period beginning on the Closing Date. For each such sale made by Buyer to a Seller's Customer, whether such sale is of Products or not, Buyer shall pay Seller 30% of the gross profit of such sale until it has paid Seller \$500,000 or until 5 years after the Closing Date. Gross profit shall be determined in accordance with Buyer's customary accounting practices. Seller's Customer shall be defined as the accounts of Seller as listed in exhibit "Seller's Customers". The list will not exceed 25 accounts. Seller agrees that if the gross sales of the Seller's Customers does not reach Three Million Dollars (US\$3,000,000) of Gross Sales from the Closing Date through calendar year 2006, then Buyer will be relieved specifically of any additional payments made against the \$500,000 purchase price as described in paragraph 2(b)(ii). In such case all other terms of this agreement continue to service as applicable.
- (iii) Default. In the event of a default by Buyer in its payment obligations under this Agreement or if Buyer discontinues its business before completing the payments contemplated by this Agreement, then any business conducted with "The Customers" by the principals of the Buyer's entity or their affiliates shall be subject to the terms of this agreement and seller will be relieved of its noncompetition obligation contained in Section 1(c).

(c) Right to Audit. Seller shall have the right, on at least seven days' notice to Buyer, to audit Buyer's books and records relating to sales of Inventory and sales to Seller's Customers to determine the accuracy of Buyer's payments pursuant to Sections 2(b)(i) and (ii). Any such audit shall be conducted at the premises where such books and records are kept during normal business hours. If Buyer has underpaid amounts due hereunder by five percent or more, then Buyer shall reimburse Seller for its costs and expenses incurred in connection with the audit.

3. The Closing.

- (a) <u>The Closing</u>. The closing of the transactions contemplated by this Agreement (the "<u>Closing</u>") shall take place on or about the date of this Agreement or such other date as Seller and Buyer may agree (the "<u>Closing Date</u>") at a mutually agreed upon time and place.
- (b) <u>Seller's Obligations at the Closing</u>. At the Closing, Seller shall deliver to Buyer assignments and bills of sale sufficient to transfer ownership of the Assets to Buyer. Seller shall also deliver to Buyer any other certificates, instruments and documents contemplated by this Agreement.
- (c) <u>Buyer's Obligations at the Closing</u>. At the Closing, Buyer will also deliver, or cause to be delivered, to Seller any certificates, instruments and documents contemplated by this Agreement.
- 4. <u>Representations and Warranties of Seller</u>. Seller represents and warrants to Buyer that the statements contained in this Section 4 with respect to Seller and the Assets are correct and complete as of the date of this Agreement:
- (a) <u>Organization, Standing, Qualifications and Corporate Powers</u>. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Utah. Seller has full corporate power and authority to own, lease and operate its assets, properties and business and to carry on its business as now conducted.
- (b) <u>Authorization of Transaction</u>. Seller has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid and binding agreement and obligation of Seller, enforceable against Seller in accordance with its terms. Upon their execution and delivery by Seller in connection with the Closing, the documents and instruments required to be delivered by Seller to Buyer at Closing will be duly executed and delivered by Seller and will constitute the legal, valid and binding agreement and obligation of Seller, enforceable against Seller in accordance with their terms.
- (c) <u>Title to Assets</u>. Seller has good and marketable title to the Assets, free and clear of any security interests or restrictions on transfer.
- (d) <u>No Violations of Law or Breaches</u>. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any provision of the Articles of Incorporation or Bylaws of Seller, (ii) violate any statute, law,

ordinance, rule, regulation, judgment, order, writ, decree or injunction applicable to Seller or any of its properties or assets, (iii) violate, conflict with, or result in a breach of any provisions of, or constitute a default (or any event which, with or without due notice, lapse of time, or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, any of the terms, conditions or provisions of any note, bond, mortgage, deed of trust, license, lease, agreement or other applicable contract to which the Seller is a party or by which Seller, or any of its properties or assets may be bound or affected, except for violations or defaults that have been or will be waived on or prior to Closing, or (iv) result in the creation or imposition of any security interest or claim of any nature whatsoever upon, or give to others any claim, interest or rights, including rights of termination or cancellation in, or with respect to, any of the property, assets, contracts, licenses or business of Seller. Seller does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any governmental body or third party in order for the parties to consummate the transactions contemplated by this Agreement.

- (e) <u>Broker's Fee</u>. Seller has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated.
- 5. <u>Representations and Warranties of Buyer</u>. Buyer represents and warrants to Sellers that the following statements are correct and complete as of the date of this Agreement:
- (a) <u>Organization, Standing and Qualification of Buyer</u>. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada. Buyer has full corporate power and authority to own, lease and operate its assets, properties and business and to carry on its business as now conducted.
- (b) <u>Authorization of Transaction</u>. Buyer has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid and binding agreement and obligation of Buyer, enforceable against Buyer in accordance with its terms. Upon their execution and delivery by Buyer in connection with the Closing, the documents and instruments required to be delivered by Buyer to Seller at Closing will be duly executed and delivered by Buyer and will constitute the legal, valid and binding agreements and obligations of Buyer, enforceable against Buyer in accordance with their terms.
- (c) No Violations of Law or Breaches. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby will (i) violate any provision of the Articles of Incorporation or Bylaws of Buyer, (ii) violate any statute, law, ordinance, rule, regulation, judgment, order, writ, decree or injunction applicable to Buyer or any of its properties or assets, (iii) violate, conflict with, or result in a breach of any provisions of, or constitute a default (or any event which, with or without due notice, lapse of time, or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, any of the terms, conditions or provisions of any note, bond, mortgage, deed of trust, license, lease, agreement or other applicable contract to which Buyer is a party or by which Buyer, or any of its respective properties or assets may be bound or affected, except for violations or defaults that have been or will be waived on or prior to Closing, or (iv) except as provided in this

Agreement, result in creation or imposition of any security interest or claim of any nature whatsoever upon, or give to others any claim, interest or rights, including rights of termination or cancellation in, or with respect to, any of the property, assets, contracts, licenses or business of Buyer. Buyer does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any governmental body or third party in order for the parties to consummate the transactions contemplated by this Agreement.

- (d) <u>Broker's Fees</u>. Buyer has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Seller could become liable or obligated.
- (e) <u>No Guaranty of Continued Business</u>. Buyer acknowledges that Seller has made no representations or warranties regarding whether Seller's customers who purchase Products will continue to purchase Products from Buyer after the Closing.
- 6. <u>Covenants</u>. The parties agree as follows with respect to the period between the execution of this Agreement and the Closing:
- (a) <u>General</u>. In case at any time after the Closing any additional documentation for the purposes of executing the obligations herein are required, each of the parties will take such further action (including the execution and delivery of such further instruments and documents) as any other party may reasonably request.
- (b) <u>Collection of Accounts Receivable</u>. Buyer will cooperate fully with Seller in Seller's collection of the accounts receivable relating to Seller's prior sales of Products. If reasonably requested by Seller, Buyer agrees to not make additional sales of Products to any person that is delinquent in making a payment to Seller. Seller will reimburse Buyer for cost associated with any collection costs on behalf of the Buyer.
- (c) <u>Confidentiality</u>. Each of the parties will treat and hold all business, organizational and/or financial information, customer lists, trade secrets and other confidential information given by one party to another party prior to and/or pursuant to this Agreement or otherwise, including, but not limited to, all confidential or other information given either orally or in writing.
- 7. <u>Conditions to Obligations of Buyer</u>. The obligations of Buyer hereunder are subject to the satisfaction, on or prior to the Closing, of all the conditions set forth below in this Section 7. Buyer may waive any or all of these conditions in whole or in part without prior notice; <u>provided</u>, <u>however</u>, that no such waiver of a condition shall constitute a waiver of any of Buyer's other rights or remedies, at law or in equity, if Seller shall be in default of any of its representations, warranties, or covenants under this Agreement.
- (a) Accuracy of Representations and Warranties. All representations and warranties by Seller contained in this Agreement or in any written statement delivered by Seller under this Agreement shall be true, in all material respects, on and as of the Closing Date as though such representations and warranties were made as of that date.

- (b) <u>Performance by Seller</u>. Seller shall have performed, satisfied, and complied with, in all material respects, all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Seller on or before the Closing Date.
- (c) No Litigation. No action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction wherein an unfavorable judgment, order, decree, stipulation, injunction, or charge would (i) prevent consummation of the transactions described in this Agreement or cause such transactions to be rescinded following consummation, or (ii) adversely affect the right of Buyer to own, operate, or control the Assets, including the right to manufacture and sell the Products after the Closing Date (and no such judgment, order, decree, stipulation, injunction, or charge shall be in effect).
- (d) <u>Transfer Documents</u>. Seller shall have executed and delivered to Buyer the transfer documents contemplated by Section 3(b).
- 8. <u>Conditions to Obligations of Seller</u>. The obligations of Seller hereunder are subject to the satisfaction, on or prior to the Closing, of all of the conditions set forth below in this Section 8. Seller may waive any or all of these conditions in whole or in part without prior notice; <u>provided</u>, <u>however</u>, that no such waiver of a condition shall constitute a waiver by Seller of any of its other rights or remedies, at law or in equity, if Buyer should be in default of any of its representations, warranties, or covenants under this Agreement.
- (a) Accuracy of Buyer's Representations and Warranties. All representations and warranties by Buyer contained in this Agreement or in any written statement delivered by Buyer under this Agreement shall be true in all material respects on and as of the Closing Date as though such representations and warranties were made on and as of that date.
- (b) <u>Buyer's Performance</u>. Buyer shall have performed, satisfied and complied in all material respects, with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Buyer on or before the Closing Date.
- (c) No Litigation. No action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction wherein an unfavorable judgment, order, decree, stipulation, injunction, or charge would prevent consummation, or cause rescission following consummation, of any of the transactions contemplated by this Agreement (and no such judgment, order, decree, stipulation, injunction, or charge shall be in effect).

9. Survival; Indemnification.

- (a) <u>Survival</u>. All of the representations and warranties of Seller and Buyer contained in this Agreement shall survive the Closing and shall continue in full force and effect for a period of one year thereafter.
- (b) <u>Indemnity by Seller</u>. Seller shall indemnify and hold harmless Buyer and its affiliates in respect of any and all loss, damage, cost, liability or expense, including without limitation attorneys fees, incurred by them as a result of any inaccuracy or misrepresentation in

or breach by Seller of any representation, warranty, covenant or agreement made in this Agreement or in any agreement, certificate or other instrument delivered pursuant to this Agreement.

(c) <u>Indemnity by Buyer</u>. Buyer shall indemnify and hold harmless Seller and its affiliates in respect of any and all loss, damage, cost, liability or expense, including without limitation attorneys' fees, incurred by them as a result of any inaccuracy or misrepresentation in or breach by Buyer of any representation, warranty, covenant or agreement made in this Agreement or in any agreement, certificate or other instrument delivered pursuant to this Agreement.

10. <u>Miscellaneous Provisions</u>.

(a) <u>Notices</u>. Any and all notices between the parties provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to the party to whom notice is to be given, or, in lieu of personal service, when 72 hours after evidence of receipt via courier. The address of the parties are:

To Seller:

Grandway USA Corporation

2555 S. 900 West

Salt Lake City, Utah 84119 Attn: Dale C. Gledhill

With a copy to:

Parsons Behle & Latimer

201 S. Main Street

Suite 1800

Salt Lake City, Utah 84111 Attn: William D. Holyoak

To Buyer:

Achiever USA Corporation 15023 St. George Circle Draper, UT 84020 Attn: Brian B Christensen

With a copy to:

Parr Waddoups Brown Gee & Loveless 185 South State Street, Suite 1300

Salt Lake City, UT 84111 Attn: Bryan T. Allen

- (b) <u>Arbitration</u>. In the event there is any controversy, claim or dispute between the parties arising out of this Agreement or any breach or claim of breach of any obligation or duty under this Agreement, the parties agree to submit it to binding arbitration conducted pursuant to the rules of the American Arbitration Association and the decision of the arbitrator shall be final and not appealable.
- (c) Attorneys' Fees. In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement or the breach of this Agreement,

the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorneys' fees, which shall be determined by the arbitrator in that arbitration or in a separate action brought for that purpose.

- (d) <u>Binding Effect</u>. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as otherwise provided.
- (c) <u>Entire Agreement</u>. This Agreement contains the entire agreement between the parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Any amendment to this Agreement shall be ineffective unless it is in writing and signed by the party to be charged.
- (f) <u>Severability</u>. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- (g) <u>Headings</u>. The section headings in this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.
- (h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Utah.
- (i) <u>Counterparts</u>. This Agreement may be signed by the parties in one or more counterparts which when taken together shall constitute one single agreement binding on all the parties and their heirs, successors and assigns..
- (j) <u>Costs Incident to Agreement</u>. Except as otherwise expressly provided herein, each of the parties hereto will pay their respective costs incurred by it incident to the preparation, execution or delivery of this Agreement or the performance of its obligations hereunder, including, without limitation, the fees and disbursements of its counsel, accountants and consultants.

(k) <u>Construction</u>.

- (i) <u>Interpretation</u>. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The parties intend that each representation, warranty, and covenant contained herein shall have independent significance.
- (ii) <u>No Waiver</u>. The waiver by any party of the breach of any of the terms and conditions of, or any right under, this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition or of any similar right. No such waiver shall be binding or effective unless expressed in writing and signed by the party giving such waiver.

(l) <u>Facsimile</u>. The parties agree that any facsimile signature of any party on any counterpart original of this Agreement shall be deemed to be an original signature of such party for all purposes and shall fully bind the party whose facsimile signature appears on the counterpart original.

The parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

GRANDWAY USA CORPORATION

Dale C. Gledhill. Preside

BUYER:

ACHIEVER USA CORPORATION

Brian Christopsen Principal

Jimmy Chan, Principal

Cindy Yang, Principale

Schedule 1(a)(i)

Products

Cameras
Film
Art Supplies (including Crayons, Mechanical Crayons, etc.)
Audio Cassettes
Button Lights
Flashlights {(Plastic, Rubber)}
Camera Packaging & Displays

Schedule 1(a)(ii)

Trademarks

Trademark Registrations and Applications

FunPak®, Reg. #75/849858

Digital Life™, Reg. #

Something to Smile About®, Reg. #2625690

ColorSplash®, Reg. #76/421746

Big Value®, Reg. #2,477,352

HotShot™, Reg. #2625764

Button LightTM, Reg. #2,690,054

Prestige SoundTM, Reg. #

Clip-n-carry, Reg. #2,727,825

Swirl Design, Reg. #2629745

Schedule 1(a)(iii)

Seller's Customers

(to be provided at time of Closing)

Customer List Attached. The Wy

9

Customer List

- 1- Dollar General
- 2- Aldi (Domestic and foreign)
- 3- Creative Marketing (CMC)
- 4- Wakefern
- 5- Valu Merchandise Company
- 6- Spartan Stores
- 7- The Paradies Shops
- 8- Fred's
- 9- Apex Distribution
- 10- Community Distributors
- 11- Slusser Wholesale
- 12- Tractor Supply
- 13- The Personal Touch
- 14- Ace Hardware Corp.
- 15- The F. Dohman Co.
- 16- Sportsmans Warehouse
- 17- Dearborn Wholesale
- 18- Bass Resort Sales
- 19- Sessions Specialty
- 20- Fruth Pharmacy
- 21- Harmon Stores
- 22- Imperial Distributors
- 23- Lukas Print Corp
- 24- Merchants Distributors
- 25- Kip Gentry

PHYSICAL INVENTORY - GRANDWAY - END OF DAY 10/31/05

ITEM# ITEM	INVENTORY NOTES
AMERAS	
16048 American Flag Flash Camera	4512 Expires Jan 06
62002 Recycled Flash Camera	18960
62020 Special Ocassion 4pk	4228 (inlcludes cameras still at DC Tech)
62200 Funpak Black & White	12192
62450 Funpak Underwater Flash	1776
62451 Funpak Underwater, Daylight	6480 Expires Feb 06
62458 Action Snap Underwater	984
62502 Raw Black	10000
62720 Funpak Auto	10572
c16016 Cost Cutter Flash	7200
C16017 Drug Fair Flash	720
c16078 Tractor Supply	4608
c16015 Bashas Flash	1344
c16104 Harmons 800 speed Flash	126
c21559 Shop-Rite Flash	336
c57003 Spartan Flash	7392
c59673 Best Choice Daylight	6768
c65001 HCA Flash	2016
62500 Raw Flash Clear Front	26442
62504 Raw Daylight Flash	4700
·	
FILM	_
70040 Raw Bulk Color	27000 (using in B&W cameras)
70050 Raw Bulk Black & White	215900 (includes portion removed in China)
70110 Funpak 110 Film	3900 EXPIRED
70220 200/24 Funpak Film	3450
70420 400/24 Funpak Film	1700
70820 800/24 Funpak Film	1450
c18002 7-Eleven Film	3050
c20263 Best Choice 200/24	5250
c20264 Best Choice 400/24	2900
c57008 Spartan 200/24	4900
c57009 Spartan 400/24	2250
GEN MERCH	
12329 Mechanical Crayons	83376
35010 Gentle Reminder, Days	9700 (never paid for these)
35020 Gentle Reminder, Numbers	9700 (never paid for these)
48290 Audio Cassettes	25920
49108 8 ct Jumbo Crayons	3216
49124 24 Ct Crayons	33840
72040 Rechargeable Flashlights	144
PACKAGING	
99000 Generic Master Camera Shipper	3396
99001 Generic Camera Inner Case	3345
99002 Plastic Camera Boxes	24450
JUVUE I INGRO CAINGIA DUACO	= 1 1 V V

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99004 Camera Clam Shells, Flash	58102
99005 Camera Clam Shells, Daylight	23900
99006 Camera Polybags	27604
99010 Various Camera Retail Boxes	13885
99100 48pk Floor Displays	9717
99101 Floor Display Funpak Headers	1662
99102 Floor Display Generic Headers	1347
99109 Gravity Feed Master Cases	6209
99110 Gravity Feed Displays (cardboard)	6855
99111 Clear Gravity Feed Tubes	10008
99112 Clear Display Inserts	10325
99113 6pk Clear Gravity Display Tubes	4807
99114 6pk Gravity Tube Inserts	4957
99115 Clam Shell Gravity Feed Tubes	1149
99116 Clam Shell Gravity Inserts	1210
99117 6pk Gravity Feed Masters	1278
99118 Clam Shell GFD Masters	1091
99120 12pk Counter Displays (set of 4)	4580
99210 12pk Clip Strips	2963
99301 Gentle Reminder Counter Displays	2420
99302 Gentle Reminder Masters	1050
99401 Flashlight Counter Display	858
99402 Flashlight Counter Display Inner	1089
99403 Flashlight Counter Display Master	226
99405 Flashlight Clip Strips	2374
99406 Flahslight Clip Strip Master	1084
33400 Flatistight Clip Strip Master	1004