

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sweat Holding Company		01/30/2006	CORPORATION: DELAWARE
Sweat, Inc.		01/30/2006	CORPORATION: DELAWARE
Sweat Servicing Company		01/30/2006	CORPORATION: DELAWARE
LRV Corporation		01/30/2006	CORPORATION: ILLINOIS
Steven Rosenstein		01/30/2006	INDIVIDUAL:
Andrea Rosenstein		01/30/2006	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	FITAPPCO, INC.
Street Address:	11215 Metro Parkway
City:	Ft. Myers
State/Country:	FLORIDA
Postal Code:	33912
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1530976	FITIGUES
Registration Number:	1605727	FITIGUES
Registration Number:	2527071	LEMONADE FOR LIFE

CORRESPONDENCE DATA

Fax Number: (813)229-4133
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 813-229-4234
 Email: trademarks@carltonfields.com
 Correspondent Name: C. Douglas McDonald
 Address Line 1: P.O. Box 3239
 Address Line 4: Tampa, FLORIDA 33601-3239

CH \$90.00 1530976

TRADEMARK

ATTORNEY DOCKET NUMBER:	45291/30631, 30632, 30633
NAME OF SUBMITTER:	C. Douglas McDonald
Signature:	/C. Douglas McDonald/
Date:	11/21/2006

Total Attachments: 39

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ASSET PURCHASE AGREEMENT

**By and among
SWEAT HOLDING COMPANY,
SWEAT, INC.,
SWEAT SERVICING COMPANY,
LRV CORPORATION,
STEVEN ROSENSTEIN,
ANDREA ROSENSTEIN,
THE FITIGUES STORES
and
FITAPPCO, INC.**

January 30, 2006

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made and entered into this 30th day of January, 2006, by and between Sweat Holding Company (“SHC”), a Delaware corporation, Sweat, Inc. (“Sweat”), a Delaware corporation, Sweat Servicing Company, a Delaware corporation (“SSC”), Steven Rosenstein, an individual (“Steven”), Andrea Rosenstein, an individual (“Andrea,” and collectively with Steven, the “Management Sellers”), each and all of the Fitigues Store entities listed in Exhibit A (the “Fitigues Stores”), LRV Corporation, an Illinois corporation (“LRV,” and collectively with SHC, Sweat, SSC, the Management Sellers, and the Fitigues Stores, the “Sellers”), and FitAppCo, Inc., a Florida corporation and wholly-owned subsidiary of Chico’s FAS, Inc., a Florida corporation (“Buyer”).

WITNESSETH:

WHEREAS, the Sellers, collectively and in conjunction with their affiliated subsidiary entities, if any, are engaged in the specialty retail apparel business operating under the trade names “Fitigues,” “Sweat,” and “SWEAT by Fitigues;”

WHEREAS, LRV is the owner of the “Fitigues,” “Sweat,” “SWEAT by Fitigues” and other valuable trademarks (collectively the “Fitigues Trademarks”) and has licensed the Fitigues Stores to use the Fitigues Trademarks in conjunction with the operation of specialty retail apparel stores;

WHEREAS, Buyer desires to purchase from Sellers, and Sellers desire to sell to Buyer, all of the assets of Sellers (except as set forth below) constituting, necessary for, used, or held for use in the operation of the Sellers’ specialty retail apparel business, upon the terms and subject to the conditions set forth herein; and

WHEREAS, at the Closing (as defined below), and as a condition and an inducement to the willingness of Buyer to enter into this Agreement, each of the Management Sellers will enter into employment agreements with Buyer or one of its affiliate entities (the "Employment Agreements") in substantially the form attached hereto as Exhibit B;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, for themselves and their heirs, successors and assigns, hereby agree as follows:

1. PURCHASE AND SALE OF ASSETS; CLOSING.

(a) Purchase and Sale of Assets.

(i) At the Closing (as defined below) and upon the terms and subject to the conditions of this Agreement, and subject to Section 1(a)(ii) below, Sellers and Buyer agree that Sellers shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Sellers, all of the rights, title and interest of Sellers and their affiliated and subsidiary entities in the following assets constituting, necessary for, used, or held for use in the operation of the Sellers' specialty retail apparel business, free and clear of all liens, encumbrances, claims and charges other than restrictions arising as a result of this Agreement (the "Assets"). The Assets include, but are not limited to, all:

a. inventory of saleable merchandise remaining unsold as of the Closing (the "Fitigues Stores Inventory"),

b. in-process inventory that is not yet saleable,

- c. accounts receivable,
- d. any refunds on purchased inventory,
- e. materials and supplies,
- f. furniture, fixtures, signs, equipment, leasehold improvements, and leases,
- g. all of Sellers' goodwill and all rights in and to all of the Sellers' Intellectual Property (as defined below), and
- h. customer lists, licenses, permits, and telephone numbers.

Notwithstanding the foregoing, however, the Assets do not include (1) Sellers' cash on hand, (2) Sellers' deposits and other liquid assets (including credit card and other sales through the close of business on the Closing Date), (3) the corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance and existence of the Sellers (other than the Management Sellers), (4) the stock certificates or other equity interests representing ownership interests in any of the Sellers and (5) any of the rights of any Seller under this Agreement (or under any other agreement between any of the Sellers, on the one hand, and Buyer, or one of its affiliates, on the other hand).

(ii) The Sellers shall retain and not sell, convey, transfer or deliver to Buyer, and Buyer shall not purchase, the assets set forth on Exhibit C (collectively, the "Excluded Assets").

(iii) At the Closing, and upon the terms and subject to the conditions of this Agreement, Sellers and Buyer agree that Buyer shall assume only the following liabilities that have not been paid, performed or discharged as of the Closing: (1) credits due customers and (2) refunds due to customers.

(iv) Except as otherwise specifically set forth in this Agreement to the contrary, Buyer shall not and does not assume, agree to pay, accept or incur any liability or obligation whatsoever for, under, or with respect to any claim against or liability or obligation of Sellers.

(b) Closing. The Closing shall take place at the offices of Kirkland & Ellis LLP, 200 E. Randolph Dr., Chicago, Illinois 60601 at 9:00 a.m. local time on January 30, 2006, subject to the satisfaction or waiver (subject to applicable law) of the conditions set forth in Sections 7 and 8 (other than the conditions that by their terms shall be or must necessarily be satisfied at the Closing), or at such other place and date as may be agreed to by the parties. At the Closing and as a condition to the obligation to close, Sellers and the Management Sellers shall deliver to Buyer those items described in Section 3(a) of this Agreement, and Buyer shall deliver to Sellers and the Management Sellers those items described in Section 3(b) of this Agreement. The date on which the Closing shall occur is referred to as the "Closing Date" and, upon the Closing, the Closing shall be deemed effective as of the close of business on the Closing Date.

2. PURCHASE PRICE, DISTRIBUTION AND OTHER PAYMENTS.

(a) Purchase Price.

(i) The price for the purchase and sale of the Assets shall be equal to SEVEN MILLION, TWO-HUNDRED THOUSAND (\$7,200,000) (the "Purchase Price"). The Purchase Price, less any permitted deductions, shall be paid by Buyer at the Closing by wire transfer of

immediately available funds to such accounts as directed by Sellers all as more particularly described herein.

(ii) Sellers hereby direct that the Closing Payment (which shall be defined as the Purchase Price less the Escrow Amount, as provided below) be paid as set forth in the Funds Flow Memorandum attached hereto as Exhibit H.

(b) Escrow Amount. Sellers direct Buyer to withhold FOUR HUNDRED THOUSAND DOLLARS (\$400,000) (the "Escrow Amount") from the Purchase Price to be remitted to Wells Fargo Bank, National Association (the "Escrow Agent"), to be held by the Escrow Agent to secure Seller's obligations pursuant to Section 9(b) of this Agreement, in accordance with the terms and conditions of the escrow agreement (the "Escrow Agreement") to be entered into by Sellers' Representative (as defined in clause 10.(e) and the Escrow Agreement"), Buyer and the Escrow Agent at the Closing, substantially in the form attached hereto as Exhibit D. The purpose of the Escrow Agreement is to secure the Sellers' indemnity obligations to Buyer. Sellers remain obligated to Buyer, however, for representations, warranties and indemnification obligations beyond the Escrow Amount.

(c) Earn-Out. The Management Sellers shall also be entitled to an earn-out payment (the "Earn-out Payment") based on the future performance of the Fitigues stores, whether existing now or in the future, and related catalog and website channels. The Earn-out Payment will be calculated as of a date elected, upon written notice by the Management Sellers (collectively but not individually) or the Buyer (the "Earn-out Election Date"), which date shall occur no earlier than 36 months or later than 84 months after the Closing, or such later date as may be mutually agreed to in writing by the Sellers and Buyer; provided that such Earn-out

Election Date shall be the first day of a calendar month. The Earn-out Payment shall be calculated as follows:

(i) Provided that the Fitigues Stores and related catalog and website channels achieve total net sales of at least \$50 million for the 12 months preceding the Earn-out Election Date, the Earn-out Payment will be calculated in accordance with the following formulas:

a. If the Gross Margin of the Fitigues Stores and related catalog and website channels is at least sixty-five percent (65%) for the 12 months preceding the Earn-out Election Date, the Earn-out Payment will equal the net sales of the Fitigues Stores for the 12 months preceding the Earn-out Election Date (the "Earn-out Net Sales") multiplied by 10%.

b. If the Gross Margin of the Fitigues Stores and related catalog and website channels is at least sixty-four percent (64%) but less than sixty-five percent (65%) for the 12 months preceding the Earn-out Election Date, the Earn-out Payment will equal the Earn-out Net Sales multiplied by 9%.

c. If the Gross Margin of the Fitigues Stores and related catalog and website channels is at least sixty-three percent (63%) but less than sixty-four percent (64%) for the 12 months preceding the Earn-out Election Date, the Earn-out Payment will equal the Earn-out Net Sales multiplied by 7.5%.

d. If the Gross Margin of the Fitigues Stores and related catalog and website channels is at least sixty-two percent (62%) but less than sixty-three percent (63%) for the 12 months preceding the Earn-out Election Date, the Earn-out Payment will equal the Earn-out Net Sales multiplied by 6.5%.

e. If the Gross Margin of the Fitigues Stores and related catalog and website channels is at least sixty-one percent (61%) but less than sixty-two percent (62%) for the 12 months preceding the Earn-out Election Date, the Earn-out Payment will equal the Earn-out Net Sales multiplied by 5.5%.

(ii) If the Fitigues Stores and related catalog and website channels achieve total net sales of less than \$50 million but more than \$25 million and if the Gross Margin of the Fitigues Stores is at least sixty-one percent (61%) for the 12 months preceding the Earn-out Election Date, the Earn-out Payment will equal the Earn-out Net Sales multiplied by 5%.

(iii) If the Fitigues Stores and related catalog and website channels achieve total net sales of less than \$25 million for the 12 months preceding the Earn-out Election Date or if the Gross Margin of the Fitigues Stores is less than sixty-one percent (61%), then the Management Sellers shall not be entitled to any Earn-out Payment.

For the purposes of this Section, "Gross Margin" and "Earn-out Net Sales" shall be calculated in the same manner as with all of the Chico's FAS, Inc. brands and in accordance with U.S. generally accepted accounting principles, consistently applied. Buyer's Chief Financial Officer shall deliver to the Management Sellers a certificate setting forth the determination of Gross Margin and Earn-out Net Sales no later than 30 days following the Earn-out Election Date, which shall include work papers sufficient to justify such determinations together with an attestation that such determinations have been made in accordance with this Agreement. The determination of Gross Margin and Earn-out Net Sales set forth in such certificate shall be final and binding upon the parties hereto.

(iii) In the event that either of the Management Sellers' Employment Agreements are terminated prior to the Earn-out Election Date by Buyer for Cause (as defined in the Employment Agreement) or by the Management Seller for any reason other than Buyer's breach of the Employment Agreement with such Management Seller, then the Management Sellers' rights under this Section 2(c) shall be terminated and they shall not be entitled to receive any portion of the Earn-out Payment.

(iv) Nothing in this Agreement is intended to hinder or prevent Buyer from taking any action with respect to the Fitigues Stores that it deems appropriate in its sole discretion, including the discontinuance of the Fitigues Stores, consolidation of all or a portion of any or all of the Fitigues Stores with other stores of Chico's FAS, Inc. or any of its subsidiaries or affiliates, sale or transfer of any or all of the Fitigues Stores, closure of any or all of the Fitigues Stores or other similar disposition. In the event of such a change of circumstance during the 36 months after the Closing, the Board of Directors of Chico's FAS, Inc. shall make a good faith determination to determine if any payment should be made to the Management Sellers as a final settlement of the Earn-Out Payment, such determination to be final and binding, it being understood that the election of the Earn-Out Payment in the period between 36 months and 84 months following Closing is intended as the election for either party to cover such occurrence during that period.

3. CLOSING DOCUMENTS.

(a) Deliveries of Sellers. At the Closing, Sellers shall deliver to Buyer:

(i) All bills of sale and other instruments of transfer necessary or appropriate to convey title to the Assets to Buyer or to perform any of the covenants contained in or contemplated by this Agreement.

(ii) An executed copy of a release from LaSalle Bank National Association referred to in Section 7(c).

(iii) An executed copy of the release from Dayton, LLC referred to in Section 7(d).

(iv) The Escrow Agreement, substantially in the form of Exhibit D, duly executed by the Sellers.

(v) The Employment Agreements duly executed by the Management Sellers.

(vi) Executed copies of the consents and estoppels from landlords of the Fitigues Headquarters and Fitigues Stores referred to in Section 7(f).

(vii) Executed copies of the consents and estoppels from lessors of equipment or other property referred to in Section 7(g).

(viii) Executed copies of all consents, approvals and authorizations in connection with the sale, assignment, transfer, conveyance and delivery of the Intellectual Property referred to in Section 7(h).

(ix) Executed copies of all releases from any party holding any lien, encumbrance, equity, claim or charge against any of the Assets referred to in Section 7(i).

(x) An executed copy of the release of all Sellers' causes of action against the Assets referred to in Section 7(j).

(xi) Resolutions from the shareholders of each Seller, as appropriate, evidencing their consent to the sale of all, or substantially all, of the assets of such Seller.

(xii) All other certificates, documents, or instruments as the Buyer shall reasonably request in connection with the consummation of this Agreement.

(b) Deliveries of Buyer. At the Closing, Buyer shall execute and deliver:

(i) The Closing Payment to Seller.

(ii) The Escrow Amount to the Escrow Agent.

(iii) Duly executed copies of the Employment Agreements to the Management Sellers.

(iv) The Escrow Agreement duly executed by the Buyer.

(v) All other certificates, documents, or instruments as the Sellers shall reasonably request in connection with the consummation of this Agreement.

4. REPRESENTATIONS AND WARRANTIES OF SELLERS.

In order to induce Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Sellers jointly and severally represent and warrant the following:

(a) Standing. Sellers have the power and authority to carry on the business of the Sellers and the Fitigues Stores as it is now being conducted.

(b) Authority Relative to this Agreement. Each Seller has the right and power, and is duly authorized and empowered to enter into, execute, and deliver this Agreement and any other agreements and perform its obligations thereunder. The execution, delivery and performance of this Agreement by Sellers will not (i) constitute a breach or a violation of any law, rule or regulation, agreement, indenture, deed of trust, loan agreement, credit agreement, organizational document or other instrument to which any Seller is a party or by which any Seller is or any of the Assets are bound; (ii) constitute a violation of any order, judgment or decree to which he, she or it is a party or by which he, she or it or any of the Assets are bound or affected; or (iii) result in the creation of any lien, encumbrance, equity, claim or charge upon any of the Assets, other than any restriction arising as a result of this Agreement.

(c) Title to Assets; Absence of Undisclosed Liabilities. Sellers have good, valid and marketable title to all of the Assets, and at the Closing the Assets will not be subject to any mortgage, pledge, lien, conditional sales agreement, security agreement, encumbrance or charge or other liability (whether accrued, absolute, contingent or otherwise) other than any restriction arising as a result of this Agreement, whether or not such liabilities are customarily reflected in a balance sheet prepared in accordance with generally accepted accounting principles. Except as disclosed to Buyer in writing, none of the personal property used in connection with the operation of the Fitigues headquarters or Fitigues Stores is leased.

(d) Financial Statements. The unaudited financial statements made available to Buyer covering the twelve months ended September 30, 2005 and all intervening monthly statements (the "Financial Statements") fairly present the financial condition and results of operations of the Sellers as of and for the periods indicated, and since September 30, 2005, there has been no material adverse change to the financial condition or operations of the Sellers as

reflected therein; provided that the intervening monthly statements are subject to normal year-end adjustments and lack other footnotes and other presentation items.

(e) Litigation. Except as disclosed in writing to Buyer, none of the Sellers are a party to any litigation, proceeding or administrative investigation, nor is any such proceeding pending or, to the knowledge of Sellers, threatened, against any Seller, or its assets or properties; there is no outstanding order, writ, injunction or decree of any court, government or governmental authority against or affecting the Assets, and no basis is known for any such litigation, proceeding or investigation which might have a material adverse effect, financial or otherwise, on the assets, properties or business of Sellers.

(f) Condition of Tangible Property. All of Sellers' tangible property assets are in reasonably good condition and usable for their intended purpose. All Fitigues Stores Inventory (including inventory ordered but not yet received) is comprised of items of a quality usable or saleable in the ordinary course of the Sellers' business consistent with past practices and are in quantities sufficient for the normal operation of the Sellers' business in accordance with past practices, other than the Sellers' returns to a third party in the ordinary course of business.

(g) Leases. Sellers have made available to Buyer true and correct copies of the lease for the property located at 7848 East Redfield Road, Scottsdale, Arizona 85260 (the "Fitigues Headquarters Lease") and each lease under which a Fitigues Store is the lessee of premises at which the Fitigues Store is operated (the "Fitigues Stores Leases" and collectively, the "Fitigues Leases"). Except as disclosed to Buyer in writing, (i) the Fitigues Leases are in full force and effect, and all rents and additional rents due to date on such leases have been or will be paid at Closing; (ii) Sellers have been in peaceful possession since the commencement of the original term of such leases and neither Sellers nor any lessor is in default of the leases; (iii) there exists

no waiver, indulgence or postponement of any of Sellers' obligations thereunder granted by any lessor, nor of any lessor's obligations by Sellers; and (iv) to the Sellers' knowledge, there exists no event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any further event or condition would become a default by the Sellers (or any lessors) under any such leases. Except as disclosed to Buyer in writing, Sellers are not in violation of any of the material terms or conditions under the Fitigues Leases, and all of the covenants to be performed by Sellers and all lessors under such leases have been performed in all material respects.

(h) Intellectual Property.

(i) For the purposes of this Agreement, the term "Intellectual Property" means the following items, in each case owned, held for use in, or used in the specialty retail apparel business of the Sellers as currently conducted or contemplated to be conducted: all trademarks, service marks, trade names, trade dress, Internet domain names, designs, logos, emblems, signs, insignias, slogans, other similar designations of source or origin and general intangibles of like nature, together with all goodwill, registrations and applications related to the foregoing ("Trademarks"); all copyrights (including copyrights in software and in the content contained on any Internet web site and copyrights in patterns and product designs, any registrations and applications for any of the foregoing) ("Copyrights"); all (i) computerized databases and compilations of data, and (ii) documentation, including, but not limited to, user manuals and training materials, relating to any of the foregoing, ("Software"); all trade secrets (as defined under applicable law), confidential information, know-how, proprietary processes, inventions, technology, formulae, algorithms, models, and methodologies ("Trade Secrets"); and all rights of publicity and privacy provided for under statutory and common law relating to the

use of names, likenesses, voices, signatures, biographical information, personal and other recognizable aspects of real persons constituting, necessary for, used, or held for use in the operation of the Sellers' specialty retail apparel business.

(ii) The Sellers own no patents. Exhibit E sets forth, with respect to the Intellectual Property owned or licensed by the Sellers, a complete and accurate list of all U.S. and foreign (i) Trademark registrations, Trademark applications, material unregistered trademarks and Internet domain names; and (ii) Copyright registrations, applications, and material unregistered Copyrights. To the Sellers' knowledge and after reasonable inquiry, the Intellectual Property set forth on Exhibit E is valid, subsisting, and enforceable, is in full force and effect, and has not been cancelled, expired or abandoned.

(iii) Fitigues Stores are licensed to use, or otherwise possess legally enforceable rights in, all Intellectual Property necessary to carry on its business as currently conducted, free and clear of all liens, encumbrances and claims. LRV is the sole and exclusive owner and is listed in the records of the appropriate United States, state, or foreign registry as the sole current owner of record for each application and registration listed on Exhibit E.

(iv) The Trademarks listed on Exhibit E for which LRV has obtained or applied for a registration have been continuously used in the form appearing in, and in connection with the goods and services listed in, their respective registration certificates. To LRV's knowledge, there has been no prior use, application or registration of the Trademarks by any third party that would confer upon said third party superior rights in such Trademarks. LRV has adequately policed the U.S. Trademarks against third party infringement so as to maintain the validity of such Trademarks.

(v) There is no pending or, to Sellers' knowledge, threatened, claim, suit, arbitration or other adversarial proceeding before any court, agency, arbitral tribunal, or registration authority, in any jurisdiction, and the Sellers have not received written notice regarding any of the foregoing involving the Intellectual Property owned by LRV or the Intellectual Property licensed to or otherwise used by the Sellers and the Fitigues Stores, including, but not limited to, any claim, suit, arbitration or other adversarial proceeding alleging that the activities or the conduct of the business infringes upon or otherwise violates the intellectual property rights of any third party or challenging the Sellers' and the Fitigues Stores' ownership or use of any Intellectual Property, or the validity, enforceability or registrability of any Intellectual Property. There are no settlements, forbearances to sue, consents, judgments, orders or similar obligations other than the License Agreements set forth on Exhibit G that (i) restrict the Sellers' and the Fitigues Stores' rights to use any Intellectual Property, (ii) to the Sellers' knowledge after reasonable inquiry, restrict the Sellers' and the Fitigues Stores' business in order to accommodate a third party's intellectual property rights, or (iii) permit third parties to use any Intellectual Property owned or controlled by LRV.

(vi) To the Sellers' knowledge, no third party is infringing or otherwise violating any Intellectual Property and no claims, suits, arbitrations or other adversarial proceedings involving any such violation have been brought or threatened against any third party.

(i) Data Security. The Sellers have complied in all material respects with all applicable data protection or privacy laws governing the use of personal information, including obtaining from customers express consent to use, store, display, distribute, and transfer, electronically or otherwise, such personal information. The consummation of the transactions

contemplated hereby will not result in the violation by the Sellers of any of the Sellers' privacy policies.

(j) Employee Matters.

(i) Prior to the date hereof and other than as a result of or in connection with the transactions contemplated herein, no Seller has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act or similar state laws with respect to Sellers' employees.

(ii) Sellers do not maintain any bonus, stock option plan, employee welfare, pension or profit sharing plan or any other employee benefit arrangement, agreement, or understanding that would obligate Buyer in any respect.

(k) Compliance with Laws. Sellers have complied in all material respects with all laws, rules and regulations of the city, state and federal governments relating to the operation of the Sellers' business.

(l) Taxes. Sellers have paid all Social Security, withholding, sales, income and unemployment insurance taxes to the city, state and federal governments which are due and payable on or before the Closing Date and which would become a lien, encumbrance, equity, claim or charge on the Assets or which would otherwise obligate Buyer in any respect.

(m) Contracts. Sellers have not entered into any contract or other agreement, whether oral or written, that will be binding on Buyer, other than any agreements with Buyer (including, without limitation, this Agreement) and the Fitigues Leases upon assumption thereof by Buyer as contemplated by this Agreement.

(n) Approvals and Consents. No consent, approval or authorization is required in connection with the execution or delivery of this Agreement by Sellers or the consummation by Sellers of the transactions contemplated hereby, except as has been obtained prior to Closing and except for the consent to the assignment of the Fitigues Stores Leases.

(o) Books and Records. The books of account and other financial records of the Sellers, all of which have been made available to the Buyer, are complete and correct in all material respects and have been maintained substantially in accordance with sound business practices.

5. REPRESENTATIONS AND WARRANTIES OF BUYER.

In order to induce Sellers to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer hereby represents and warrants the following:

(a) Authority Relative to this Agreement. No further action will be necessary on Buyer's part to make this Agreement valid and binding upon it and enforceable against it in accordance with its terms or to carry out the actions contemplated hereby.

(b) Approvals and Consents. No additional consent, approval or authorization is required in connection with the execution or delivery of this Agreement by Buyer or the consummation by Buyer of the transactions contemplated hereby.

6. COVENANTS OF SELLERS.

In order to induce Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Sellers hereby covenant to take the following actions:

(a) Fitigues Leases. At the Closing, Sellers shall assign all their rights under, and title and interests in, the Fitigues Leases to Buyer by way of an assignment in form and substance satisfactory to Buyer in its sole discretion.

(b) Assignment of Other Agreements and Arrangements. At the Closing, if and to the extent requested by Buyer, Sellers shall assign all their right, title and interest in, to and under agreements or arrangements for utilities and other services utilized by Sellers or the Fitigues Stores in the operation of the Fitigues Stores.

(c) Responsibility for Obligations and Liabilities. The parties intend for Buyer to acquire ownership of the Assets being purchased pursuant to this Agreement free and clear of all claims, and Sellers warrant that this shall be accomplished without expense or liability to Buyer except as specifically provided for under this Agreement.

(d) Tax Indemnity. Sellers shall jointly and severally indemnify Buyer and hold Buyer harmless from any liability Buyer may incur as a result of Sellers' failure to pay any tax or similar obligation relating to a pre-Closing period, including any related interest or penalty, as provided under any state's laws, and which would become a lien, encumbrance, equity, claim or charge on the Assets or which would otherwise obligate Buyer in any respect; provided that any such amounts shall first be offset against the then current balance of the Escrow Amount.

(e) Public Announcement. The parties agree that the language used in any notification made to all persons, firms, creditors, debtors and other interested parties of the transaction contemplated herein shall be mutually acceptable to Buyer and Sellers.

(f) Fitigues Trademarks. Immediately following the Closing, Sellers shall cease all public use of the Fitigues Trademarks.

(g) Non-Competition; Solicitation of Employees.

(i) Without the express prior written consent of the Buyer, the Sellers shall not, at any time during the three (3) year period immediately following the Closing, directly or indirectly, own, manage, control or participate in the ownership, management or control of, any person engaged in the business of women's apparel specialty retail, directly or indirectly, to consumers anywhere in the United States of America; provided, however, that the ownership of securities representing no more than two percent (2%) of the outstanding voting power of any competitor, supplier or customer, which securities are listed on any national securities exchange or traded actively in the national over-the-counter market, shall not be deemed to be a "financial interest" so long as the person owning such securities has no other connection or relationship with such competitor, supplier or customer; provided further that the foregoing covenant shall not be deemed to be breached by the Management Sellers' performance of their duties under the Employment Agreements.

(ii) The Sellers further agree that during the term of such Management Seller's Employment Agreement and during the three (3) year period immediately following the Closing, the Sellers shall not, directly or indirectly, for their benefit, or for the benefit of any other person, solicit the employment or services of any person who as of the Closing Date was employed by the Buyer, the Sellers or any of their subsidiaries or affiliates as an employee or consultant (but excluding in any event any professional service advisors, including any lawyers or accountants) (an "Existing Employee"), in each case, except as otherwise consistent with the Management Sellers' duties under the Employment Agreements. Notwithstanding the foregoing to the contrary, nothing in this Section 6(ii) shall restrict the Sellers from soliciting or engaging the services of an Existing Employee if (i) neither the Management Seller nor the Existing

Employee have been employed by Buyer or any of its subsidiaries or affiliates within the immediately preceding six-month period prior to such solicitation or engagement, (ii) the activities of the Management Seller do not otherwise violate the provisions of this Section 6(ii) and (iii) such Existing Employee has been terminated by Buyer or any of its subsidiaries or affiliates

(iii) In light of the foregoing and of each of the Management Seller's education, skills, abilities and financial resources, each of the Management Sellers agrees that such Management Seller will not assert, and it should not be considered, that any provisions of this Section prevent such Management Seller from earning a living or otherwise are void, voidable or unenforceable or should be voided or held unenforceable.

(iv) Each of the covenants and agreements of this Section is given by each of the Management Sellers as part of the consideration for this Agreement and as an inducement to the Buyer to enter into this Agreement and to accept the obligations hereunder.

(v) If any party breaches, or threatens to commit a breach of, any of the provisions of clause (i) or (ii) the Buyer shall have the right and remedy to have these sections specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Buyer and that money damages will not provide adequate remedy to the Buyer. The foregoing rights shall be in addition to, and not in lieu of, any other rights and remedies available to the Buyer under law or in equity.

7. CONDITIONS TO BUYER'S OBLIGATION TO CLOSE.

The obligation of Buyer to consummate the transactions contemplated hereby shall be subject to the fulfillment on or prior to the Closing of the following conditions (except to the extent that Buyer shall have hereafter agreed in writing to waive one or more of such conditions in whole or in part):

(a) Schedules, Representations, Warranties. The representations and warranties of Sellers contained in this Agreement (and every written statement, certificate, exhibit, appendix or schedule furnished pursuant to or in connection with the transactions contemplated hereby) shall be true in all material respects as of the Closing.

(b) No Prohibition. No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the transactions contemplated hereby.

(c) Release From LaSalle. Buyer shall have received an executed copy of a release from LaSalle Bank National Association in favor of the Sellers, releasing the Sellers from all their obligations under the Loan and Security Agreement, dated March 10, 2005, by and between Sellers and LaSalle Bank National Association, including a release of all liens, encumbrances, equities, claims and charges against any of the Assets.

(d) Release From Dayton, LLC. Buyer shall have received an executed copy of a release from Dayton, LLC in favor of the Sellers, releasing the Sellers from all their obligations under the Promissory Term Note, Guaranty, and Security Agreement, dated March 10, 2005, by and between Sellers and Dayton, LLC, including a release of all liens, encumbrances, equities, claims and charges against any of the Assets.

(e) Employment Agreements. Buyer shall have received the Employment Agreements, duly executed by Steven and Andrea.

(f) Leases. As to the Fitigues Leases, the landlords or lessors under the Fitigues Leases shall have provided a written consent to the assignment by the Sellers to Buyer of all of the Sellers' rights under and title and interests in the Fitigues Leases, together with an estoppel certificate, in substantially the form of the Certificate attached as Exhibit F, certifying as to the continuation of the Fitigues Leases (on terms no less favorable than those existing prior to the assignment) and the absence of any defaults by the lessees under the leases; or, if preferred by Buyer in its sole discretion, Buyer shall have entered into a lease for the premises of the Fitigues Headquarters and each Fitigues Store, each such consent or lease to be satisfactory in form and substance to Buyer in its sole discretion.

(g) Estoppel and Consents from Other Lessors. Buyer shall have received a consent and estoppel in form and substance acceptable to it from any and all lessors of equipment or other property under any lease (other than the Fitigues Stores Leases) being assigned to and assumed by Buyer.

(h) Intellectual Property Consents. Buyer shall have received all consents, approvals and authorizations required in connection with the sale, assignment, transfer, conveyance and delivery of the Intellectual Property from Sellers to Buyer, each such consent, approval and authorization satisfactory in form and substance to Buyer in its sole discretion.

(i) Release of All Liens. Buyer shall have received a release in form and substance reasonably acceptable to it from any and all parties holding any lien, encumbrance, equity, claim or charge against any of the Assets.

(j) Release of all Causes of Action. Buyer shall have received a release in form and substance reasonably acceptable to it from Sellers and the Management Sellers releasing any and all causes of action that Sellers may have against the Assets.

(k) Free and Clear. Buyer shall be satisfied that the Assets are being purchased free and clear of all liens, encumbrances, claims and charges.

(l) Other Items. Buyer shall have received all documents and certificates to which it is entitled pursuant to Section 3(a)(i)--(xii) of this Agreement.

8. CONDITIONS TO THE OBLIGATION OF SELLERS TO CLOSE.

The obligation of Sellers to consummate the transactions contemplated hereby shall be subject to the fulfillment on or prior to the Closing of the following conditions (except to the extent that Sellers shall have hereafter agreed in writing to waive one or more of such conditions in whole or in part):

(a) Schedules, Representations, Warranties. The representations and warranties of Buyer contained in this Agreement shall have been correct when made, and the information contained therein shall be true in all material respects as of the Closing.

(b) No Prohibition. No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the transactions contemplated hereby.

(c) Other Items. Sellers shall have received all documents and certificates to which Sellers are entitled pursuant to Section 3(b)(i)--(v) of this Agreement.

9. INDEMNIFICATION.

(a) Buyer shall, and does hereby agree to, pay and indemnify Sellers and the Management Sellers and hold them harmless from and with respect to all debts, liabilities, claims, losses and expenses (including attorneys' fees both before and after trial and in appellate proceedings) ("Losses") which may be incurred by Sellers arising out of:

(i) the ownership or operation of the Assets or the Fitigues Stores after the Closing by Buyer, as transferee of the Assets;

(ii) any breach or inaccuracy by Buyer in any of its representations, warranties, covenants or agreements made in this Agreement;

(b) Sellers jointly and severally, shall, and do hereby agree to, pay and indemnify Buyer and hold it harmless from and with respect to all Losses which may be incurred by Buyer arising out of:

(i) the ownership or operation of the Assets or the Fitigues Stores prior to the Closing by Sellers, or in connection with the transfer of the Assets;

(ii) any breach or inaccuracy by Sellers in any of their representations, warranties, covenants or agreements made in this Agreement; and

(iii) any sales and other taxes, including bulk sale taxes, fees, and assessments that may be payable by Sellers due to the transfer of the Assets under this Agreement and any liability Buyer may incur as a result of the Sellers' failure to pay any similar tax or similar obligation, including any related interest or penalty, as provided under any state's laws.

(c) With respect to any claims by Buyer against Sellers for indemnification or any amount owed Buyer under or pursuant to this Agreement, in furtherance and not in limitation of its rights under this Agreement, Buyer, at Buyer's option, shall be entitled to an immediate right of offset to the extent of such claims against any Earn-out Payment owed to the Management Sellers.

(d) Subject to Section 9(c) above, any claims by Buyer against Seller for indemnification or any amount owed Buyer under or pursuant to this Agreement shall be paid solely from the funds placed in escrow pursuant to the Escrow Agreement and Sellers shall have no further liability to Buyer under this Agreement for any Losses incurred by Buyer to which Buyer would otherwise be entitled to indemnification pursuant to Section 9(b) above. The rights of indemnity set forth in this Section 9 are the sole and exclusive remedy of each party in respect of any breach of any representation, warranty, covenant or agreement by any other party hereunder.

(e) Notwithstanding the foregoing, Buyer shall have no claim under this Agreement against Sellers for any Losses unless and until the aggregate of all such Losses incurred or sustained by Buyer exceeds \$50,000, and then only for the excess over \$50,000.

(f) Any claims made by any of the Sellers or Buyer under this Section 9 shall be further limited as follows:

(i) The amount to be paid for Losses shall be reduced to the extent of any insurance proceeds such party or parties receive under any insurance policies (if any) covering such Losses; and

(ii) In determining the amount of Losses payable under this Section 9, the parties will take into account any tax benefit actually realized with respect to such Losses by the party seeking indemnification and the calculation of Losses shall be computed net of such tax benefit.

10. GENERAL.

(a) Survival of Representations, Warranties, Etc. The parties hereto covenant and agree that their representations, warranties, covenants (other than with respect to Section 2(c)(Earn-Out), statements and agreements contained in this Agreement and the exhibits hereto and any document delivered in connection herewith shall survive for a period of two years beyond the Closing.

(b) Waivers. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein, therein and in any document delivered in connection herewith or therewith. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

(c) Successors and Assigns. This Agreement, along with all Exhibits, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that neither this Agreement nor any right, interest, or obligation under it may be assigned by any party without the prior written consent of the other party; provided that Sellers may assign their rights (but not their obligations) under this agreement, including without limitation, their right to receive the Earn-out Payment, to an

affiliate. Prior to any such assignment, Sellers must obtain Buyer's express written consent, which consent shall not be unreasonably withheld or delayed.

(d) Expenses. Each of the parties hereto shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including the fees and expenses of its counsel and its certified public accountants and other experts.

(e) Sellers' Representative. The Sellers hereby agree to the appointment of SHC as the Sellers' Representative for the purposes of the Escrow Agreement and as set forth more fully therein.

(f) Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered by hand, facsimile, electronic mail, overnight delivery service or mailed by registered or certified mail, return receipt requested, first class postage prepaid, addressed as follows:

If to Sellers: Sweat Holding Company
7848 E. Redfield Road
Scottsdale, AZ 85260
Attention: Steven Rosenstein

with a copy to (which shall not constitute notice):

Kirkland & Ellis LLP
200 E. Randolph Drive
Chicago, IL 60601
Attention: James H.M. Sprayregen, P.C.

If to Buyer: Chico's FAS, Inc.
11215 Metro Parkway
Fort Myers, FL 33912
Attention: Corporate Counsel

or to such other address as such party shall have specified by notice in writing to the other parties.

(g) Entire Agreement; Amendment. This Agreement (including the exhibits and all documents and papers delivered pursuant hereto and any written amendments hereof executed by the parties hereto) constitutes the entire agreement, and supersedes all prior agreements and understandings, oral and written, among the parties hereto with respect to the subject matter hereof. No amendment of any provisions of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Sellers.

(h) Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(i) Governing Law. The validity, construction and enforcement of, and the remedies under, this Agreement shall be governed and interpreted in accordance with the laws of the State of Delaware (except any choice of law provision of Delaware law shall not apply if such choice of law provision would cause the law of a state or jurisdiction other than Delaware to apply).

(j) Brokers. The parties hereto represent and agree that, except for BB&T Capital Markets, whose fees and expenses will be paid by Buyer, none of them has contracted or used the services of any real estate or business broker or any other person who may claim a

commission or compensation as a result of this Agreement and the transactions contemplated by this Agreement. In the event a broker's commission has been earned, the party whose acts resulted in the commission being earned shall indemnify and hold the other parties harmless from all loss or damage including attorneys' fees.

(k) Further Assurances. Subsequent to the Closing, each party will execute and deliver, or cause to be executed and delivered, such additional or further transfers, assignments, endorsements or other instruments as the other party or its counsel may reasonably request which are necessary to carry out the transactions contemplated by this Agreement. The parties acknowledge that Sellers may need tax, financial or other similar data after the Closing Date with respect to the Assets covering several pre-Closing fiscal and tax periods in order to facilitate the preparation of tax returns or in connection with any audit, investigation, litigation, amended return, claim or refund or any proceeding in connection therewith or to comply with the rules of the Internal Revenue Service or any other governmental agency. Buyer will provide Sellers with reasonable cooperation and will afford reasonable access during normal business hours to all pre-Closing books, records, and data concerning the use and ownership of the Assets to the Sellers and their auditors, counsel and accountants; provided that such access not unreasonably interfere with the normal operations of the business of the Buyer; and provided further that Buyer is under no obligation to maintain beyond a period of 90 days following the Closing any computer hardware or software that may be necessary to read any electronically stored pre-Closing data.

(l) Effectiveness of Agreement. This Agreement shall not become effective until it has been executed by all of the parties hereto, but shall be dated for purposes hereof as of the date and year first above written.

(m) Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.

(n) Counterparts. This Agreement may be executed in any number of counterparts (including by means of telecopied signature pages), each of which, when so executed and delivered, shall be deemed to be an original, but each counterpart shall together constitute one and the same instrument.

(o) Attorneys' Fees. In the event it becomes necessary for any party herein to seek legal means to enforce the terms of this Agreement, the nonprevailing party will be liable for all reasonable attorneys' fees and attorneys' fees on appeal, travel expenses, deposition costs, expert witness, expenses and fees, and any other costs of whatever nature reasonably and necessarily incurred by the prevailing party incident to the prosecution or defense of such action, plus court costs in all proceedings, trials and appeals.

(p) Incorporation of Preamble and Recitals. The preamble and recitals to this Agreement are incorporated herein and made a part hereof by this reference.

(q) No Third Party Beneficiaries. Except as expressly contemplated in this Agreement, this Agreement shall be binding upon and inure solely to the benefit of each party hereto and nothing in this Agreement is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(r) Certain Terms. The term “knowledge” (and similar terms, including “aware”), when used in the phrase “to the knowledge of Sellers” (or when used in similar phrases to refer to the knowledge or awareness of any Seller), shall mean, and shall be limited to, the actual knowledge of the Management Sellers as of the date the representation is given. The word “or” shall not be deemed to be exclusive. All references to “dollar” or “\$” are references to United States dollars and, where the context requires, to the equivalent thereof in any foreign currency.

(s) Acknowledgements; Construction. Each party acknowledges and agrees that it has reviewed and negotiated the terms and provisions of this Agreement and has had the opportunity to contribute to its revisions. Each party further acknowledges that it has been represented by counsel in reviewing and negotiating such terms and provisions. Accordingly, the rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement. Rather, the terms of this Agreement shall be construed fairly as to both parties and not in favor or against any party.

Signature page follows

IN WITNESS WHEREOF, this Agreement has been signed by the parties hereto all on
the date first above written.

FITAPPCO, INC.

By: 

Title: PRESIDENT

SWEAT HOLDING COMPANY

By: _____

Title: _____

SWEAT, INC.

By: _____

Title: _____

SWEAT SERVICING COMPANY

By: _____

Title: _____

LRV CORPORATION

By: _____

Title: _____

STEVEN ROSENSTEIN

IN WITNESS WHEREOF, this Agreement has been signed by the parties hereto all on the date first above written.

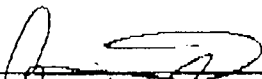
FITAPPCO, INC.

By: _____
Title: _____

SWEAT HOLDING COMPANY

By:  _____
Title: President

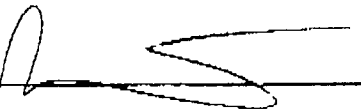
SWEAT, INC.

By:  _____
Title: President

SWEAT SERVICING COMPANY

By:  _____
Title: President

LRV CORPORATION

By:  _____
Title: _____

STEVEN ROSENSTEIN

 _____

ANDREA ROSENSTEIN

Andrea Rosenst

SWEAT - ATLANTA, INC.

By: [Signature]
Title: Presid

SWEAT - BIRMINGHAM, INC.

By: [Signature]
Title: Presid

SWEAT - BOCA, INC.

By: [Signature]
Title: Presid

SWEAT - DALLAS, INC.

By: [Signature]
Title: Presid


SWEAT - EDINA, INC.

By: [Signature]
Title: Presid

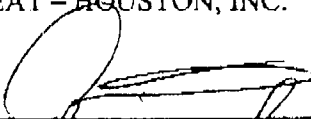
SWEAT - THE GLEN, INC.

By: [Signature]
Title: Presid

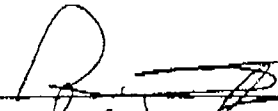
SWEAT - GLENCOE, INC.

By: 
Title: President

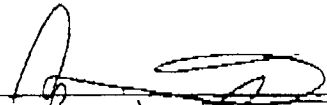
SWEAT - HOUSTON, INC.

By: 
Title: President


SWEAT - LEAWOOD, INC.

By: 
Title: President


SWEAT - MARKET STREET, INC.

By: 
Title: President


SWEAT - NASHVILLE, INC.

By: 
Title: President

SWEAT - NEWPORT BEACH, INC.

By: 
Title: Presi

SWEAT - RUSH, INC.

By: 
Title: Presi

SWEAT - SCOTTSDALE, INC.

By: 
Title: Presi

EXHIBIT E

IP List

Trademarks

MARK NAME	COUNTRY	SERIAL/REG. NO.	FILING/REG. DATE
FITIGUES	U.S.	1,605,727	7/10/1990
FITIGUES	U.S.	1,530,976	3/21/1989
FITIGUES	U.S.	1,886,134	3/28/1995
LEMONADE FOR LIFE	U.S.	2,527,071	1/8/2002
FITIGUES	Benelux	520062	4/1/1993
FITIGUES	Canada	TMA417886	10/8/1993
FITIGUES	France	92 417481	10/16/1992
FITIGUES	Germany	2033054	3/23/1993
FITIGUES	Ireland	167040	3/13/1995
FITIGUES	Israel	98244	10/8/1996
FITIGUES	Italy	638507	12/21/1994
FITIGUES	Japan	3036891	4/28/1995
FITIGUES	Spain	1763661 M91763661 M9	10/5/1993
FITIGUES	Switzerland	401958	9/16/1992
FITIGUES	U.K.	2014849	12/15/1995