



Continued

4. Application number(s) or Registration Number(s) and identification or description of the trademark.

A. N/A

B. Trademark Registration Numbers:

1. AIRE-LITE, Reg. No. 2,081,729
2. BEAUTY TRENDS, Reg. No. 1,663,415
3. CAREFREE ME, Reg. No. 1,753,306
4. EASY CLIP, Reg. No. 2,216,291
5. LIFESTYLE, Reg. No. 1,534,447
6. REDI-HAIR, Reg. No. 2,698,418
7. ULTIMATE, Reg. No. 2,036,453

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made this October 3, 2006 (the "Effective Date"), by and between GENERAL WIG MANUFACTURERS, INC., a Florida corporation with an office at 5800 N.W. 163<sup>rd</sup> Street, Miami Lakes, Florida, 33014 ("Seller"), and UMI, INC., a Missouri corporation with an office at 5389 Delmar Boulevard, St. Louis, Missouri, 63112 ("Purchaser").

### WITNESSETH:

WHEREAS, Seller is engaged in the sale and distribution of certain beauty products to customers through the mail and Internet and is the sole owner of certain Assets (as herein defined) related to such sale and distribution; and

WHEREAS, Seller desires to sell substantially all of its Assets, tangible and intangible, used in Seller's Business (as herein defined) to Purchaser and Purchaser desires to purchase such Assets on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the warranties, representations, covenants and agreements hereinafter set forth, the parties hereto hereby warrant, represent, covenant and agree as follows:

### ARTICLE I

#### ASSETS

1.1 Acquired Assets and Obligations. Subject to this Agreement, Seller shall sell, assign, convey, transfer and deliver to Purchaser and Purchaser shall pay Seller for certain of Seller's property as set forth in detail in Exhibit A (the "Assets") pertaining to or used in the operation of Seller's "BeautyTrends" catalogue mail order and Internet business (the "Business") free and clear of all encumbrances but specifically excluding the Excluded Assets and Excluded Obligations. At Closing (as herein defined), Purchaser shall assume and agree to pay, discharge and perform the liabilities of Seller as set forth on Exhibit A (the "Assumed Obligations"). Purchaser's assumption of the Assumed Obligations shall survive the Closing.

1.2 Excluded Assets and Obligations. Seller shall retain title to, and possession of, and Seller is not selling, assigning, conveying, transferring or delivering to Purchaser any right, title or interest of Seller in or to any other assets and liabilities pertaining to or used in the operations of Seller's Business (the "Excluded Assets") as set forth in detail in Exhibit B. Purchaser shall not assume or pay any debt, obligation or liability, of any kind or nature, of Seller, whether or not incurred or accrued in connection with the operation of Seller's business (the "Excluded Obligations") unless specifically set forth in Exhibit A.

1.3 Contingencies. The parties acknowledge that the purchase and Closing as contemplated hereunder by Purchaser is fully contingent and dependent upon (i) an executed Consent from Revlon (see also Section 2.2.2 and Exhibit E) and (ii) Aderans approval of this Agreement (Exhibit H). Notwithstanding Section 3 herein, in the event all of the foregoing conditions have not been met, Purchaser may either (a) elect to terminate this Agreement and all

of its exhibits in accordance with the terms of this Agreement, or (b) elect to proceed to Closing, thereby waiving all or part of the provisions of this Section 1.3 and Article III.

## ARTICLE II

### CONSIDERATION

2.1 **Purchase Price.** Purchaser agrees to pay Seller the sum of Eight Hundred Thousand Dollars (US \$800,000) for the Assets, payable as follows:

2.1.1 **Initial Down Payment.** At Closing, Purchaser shall pay Seller the sum of Four Hundred Thousand Dollars (\$400,000) in immediately available funds by wire transfer to an account designated by Seller.

2.1.2 **Installment Payments.** Purchaser shall pay Seller additional sums on a schedule as follows:

(a) Two Hundred Thousand Dollars (\$200,000) on or before the date that is six (6) months after the Closing (as hereinafter defined); and

(b) Two Hundred Thousand Dollars (\$200,000) on or before the date that is twelve (12) months after the Closing;

Such installment payments shall be paid to Seller by post-dated company checks and delivered to Seller on the Closing Date. To secure the payment of these post dated checks, Purchaser will execute a security agreement ("Security Agreement"), and related UCC documents, in a form similar to that set forth in **Exhibit F** giving Seller a security interest in the Assets that Purchaser is buying. Upon the clearance of funds, Seller agrees to take such action to immediately rescind such interest. All amounts expressed in this Agreement and all payments required by this Agreement are in United States dollars.

2.1.3 **Allocation of Purchase Price.** Purchaser and Seller agree on the allocation of the Purchase Price as set forth in detail in **Exhibit C**. Such price may be adjusted based upon any material deficiency in the Assets to be conveyed.

2.1.4 **Taxes.** Seller shall be responsible for the payment of any and all taxes of whatever kind or nature (sales, tangible, etc.) arising from the operation of the Business through 11:59 P.M. of the day immediately preceding the Closing (the "Cut-Off Time"). Purchaser shall be responsible for the payment of any and all taxes, of whatever kind or nature (sales, tangible, etc.) arising from the operation of the Business after the Cut-Off Time.

2.2 **Additional Consideration.** Additionally, simultaneously upon the execution of this Agreement on the Closing Date, Seller and Purchaser shall cause and agree to enter into the following agreements:

2.2.1 **Supply and Distribution Agreement.** The Supply and Distribution Agreement (the "Supply and Distribution Agreement") to be entered into between Seller and Purchaser substantially in the form attached hereto as **Exhibit D** pursuant to which Purchaser shall purchase from Seller all Revlon and Adolfo products currently listed in Seller's

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"BeautyTrends" product catalogue and new products which Purchaser will introduce for a period of seven (7) years at such prices and upon such terms as may be mutually agreed upon by the parties hereto. The ability of Seller to provide Revlon and Adolfo products to the Purchaser is predicated on Seller having license arrangements with the licensor of these two trade names.

2.2.2 Consent Agreement. This Agreement shall be contingent upon execution of that certain Consent Agreement (the "Consent Agreement") to be entered into among Seller, Purchaser, and Revlon Consumer Products Corporation, Revlon Manufacturing, Ltd. and Revlon (Suisse) S.A. (collectively, the Revlon entities are referred to as "Revlon") substantially in the form attached hereto as **Exhibit E**. The parties hereto agree that the terms and conditions surrounding the issuance of a Revlon consent require compliance with the terms and conditions of the Revlon License. The parties specifically acknowledge the need for Purchaser to regularly disclose information to Seller and Revlon regarding the expenditures of Purchaser in the marketing of Revlon goods and services.

### ARTICLE III

#### CLOSING

3.1 Closing. The Closing shall take place at the offices of Seller on or before October 3, 2006 or at such other time, place or date as Purchaser and Seller shall agree upon (the "Closing Date"). For the avoidance of doubt, all business activities occurring on the Closing Date shall be attributable to Seller; the ownership shall transfer at 12:00 am the day next following the Closing Date and all business activities on this date and thereafter shall be attributable to the Purchaser. If the parties agree, the Closing may be consummated by exchange of signature pages by facsimile transmission, with the originals thereof to be delivered by courier or overnight delivery as soon thereafter as practicable.

3.2 Closing Deliveries. At the Closing on the Closing Date:

3.2.1 Seller. Seller shall deliver to Purchaser:

- (a) The Assets set forth in **Exhibit A**;
- (b) The Consent Agreement and the Supply and Distribution Agreement duly executed by Seller;
- (c) That certain assignment and assumption agreement ("Assignment and Assumption Agreement") substantially in the form attached hereto as **Exhibit G**, duly executed by Seller;
- (d) The Security Agreement duly executed by Seller;
- (e) All such bills of sale, lease, trademark, copyright, patent and contract assignments and other documents and instruments of sale, assignment, conveyance and transfer, as Purchaser or its counsel may deem necessary or desirable;

(f) Certified copies of minutes or unanimous written consents of the Board of Directors and the stockholders of the Seller, approving the execution of this Agreement and the consummation of the transactions contemplated hereunder;

(g) In each case where the rights of the Seller under any of the agreements to be conveyed to Purchaser upon Closing are not assignable without the consent of another party, a written consent of such other party shall be delivered by Seller to Purchaser; and

(h) Such other documents to be delivered by Seller hereunder (including, without limitation those documents and deliveries provided for in Articles II and V hereof) or as Purchaser or its counsel may reasonably request to carry out the purposes of this Agreement.

3.2.2 Purchaser. Purchaser shall deliver to Seller

(a) The payments to be delivered to Seller in the amounts set forth in Section 2.1 hereof;

(b) The Consent Agreement and Supply and Distribution Agreement duly executed by Purchaser;

(c) The Assignment and Assumption Agreement duly executed by Purchaser;

(d) The Security Agreement duly executed by Purchaser;

(e) Certified copies of minutes or unanimous written consents of the Board of Managers of Purchaser approving the execution of this Agreement and the transactions contemplated hereunder; and

(f) Such other documents to be delivered by Purchaser hereunder (including, without limitation, those documents and deliveries provided for in Articles II and V hereof) or as the Seller or its counsel may reasonably request to carry out the purposes of this Agreement.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES

4.1 Seller. Seller represents and warrants to Purchaser as follows:

4.1.1 Status. Seller is a Florida corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and is not required to be qualified to transact business as a foreign corporation in any other state.

4.1.2 Authority. Seller has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions provided for herein have been duly authorized by all

necessary action on the part of Seller. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and by general principles of equity (whether applied in a proceeding at law or in equity). The persons executing and delivering this Agreement for Seller have the aggregate power and authority to do so for and on behalf of Seller.

4.1.3 No Conflicts. Neither the execution, delivery and performance of this Agreement by Seller nor the consummation of the sale and purchase of the Assets or any other transaction contemplated by this Agreement, does or will, after the giving notice, or the lapse of time, or otherwise, (i) conflict with, result in a breach of, or constitute a default under, the Articles of Incorporation or Bylaws of Seller, or any law, rule or regulation, or any court or administrative order, or any agreement to which Seller is a party; (ii) result in the creation of any mortgage, pledge, lien, claim, charge, encumbrance or other adverse interest upon any of the Assets; (iii) terminate, amend or modify, or give any party the right to terminate, amend, modify, abandon, or refuse to perform, any agreement to which Seller is a party; or (iv) accelerate or modify, or give any party the right to accelerate or modify, the time or terms under which any duties or obligations are to be performed, or any rights are to be received, under any agreement, to which Seller is a party.

4.1.4 Title to Assets. Seller has good and marketable title to all of the Assets to be delivered to Purchaser. The Assets are owned by Seller free and clear of all mortgages, liens, pledges and encumbrances of any kind except as otherwise provided herein. To the best of Seller's knowledge, Seller is not a party to any agreement, written or otherwise, relating to the Assets to be transferred, including without limitation, any agreement relating to employment, employee benefits, suppliers, utility companies, equipment or government authorities not otherwise disclosed.

4.1.5 Condition. All tangible personal property and inventories included within the Assets or required to be used in the ordinary course of the Business to the best of Seller's knowledge and belief are in good working condition, ordinary wear and tear excepted and free of any material defect or unsafe condition. THE PARTIES ACKNOWLEDGE THAT PURCHASER IS ACCEPTING SUCH PROPERTY IN "AS IS" CONDITION. PURCHASER, THEREFORE, AT CLOSING, WILL ACCEPT ALL PROPERTY COVERED BY THIS AGREEMENT IN ITS EXISTING CONDITION. SELLER MAKES NO WARRANTY OF ANY KIND AS TO THE PHYSICAL CONDITION OF THE PROPERTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER DOES HEREBY WAIVE ANY CLAIMS AGAINST SELLER OR ITS AGENTS, FOR ANY LATENT DEFECTS OR OTHER DAMAGE WHICH MAY EXIST OR BE LATER DISCOVERED BY PURCHASER.

4.1.6 No Impediments. To the best of Seller's knowledge, there is no action at law or in equity, no arbitration proceeding, and no action, proceeding, complaint or investigation before or by any federal, foreign, state or local government or regulatory commission, agency or other administrative or regulatory body or authority, pending or threatened against or affecting Seller, its operations, business or affairs or the Assets. Seller

has no knowledge of any events which may reasonably be expected to give rise to any such claim, action, suit, proceeding, complaint or investigation.

4.1.7 Solvency of Seller. As of Closing Date, Seller is solvent and has made adequate provisions for the payment of its debts. Except as disclosed to Purchaser, Seller has no liabilities [nor obligations] in connection with the Assets to be transferred, either accrued, absolute, contingent or otherwise which shall not have been completely satisfied at the time of closing.

4.1.8 Taxes. All tax returns required to be filed by Seller have been duly filed, and Seller has paid for or adequately provided for any and all taxes shown by such returns to be due and payable and any other taxes or governmental charges of any kind of nature that may encumber the title of any Assets to be transferred pursuant to this Agreement.

4.1.9 Absence of Litigation. Seller represents that there are no suits, governmental proceedings or litigation pending, or to the best of Seller's knowledge, threatened against Seller that might materially affect the transfer of Assets to be conveyed to Purchaser hereunder.

4.1.10 Absence of Change. As of the date of this Agreement, and since commencing negotiations with Purchaser, Seller has not (i) incurred any obligation or liability except in the ordinary course of business; (ii) mortgaged, pledged or subjected to lien any of the Assets or canceled any debts or claims except in the ordinary course of business; (iii) disposed or permitted to lapse any intellectual property, patents, trademarks, or trade names; (iv) suffered any extraordinary losses or waived any rights except in the ordinary course of business; or (v) entered into any other transaction except in the ordinary course of business or as otherwise disclosed herein.

4.1.11 Insurance. All inventories and other assets owned by Seller are, and will continue to be adequately insured against fire, through and including the date of the Closing of this Agreement.

4.1.12 Permits. Seller represents that it holds and maintains all licenses to conduct business as may be required by any local, city, county or state government or governmental agency or authority in the State of Florida.

4.1.13 Broker's Fees. Seller represents that no brokers or finders have been employed who would be entitled to any fees by reason of the transaction contemplated by this Agreement.

4.2 Purchaser. Purchaser represents and warrants to Seller as follows:

4.2.1 Status. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri.

4.2.2 Authority. Purchaser has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions provided for herein have been duly authorized by all



necessary action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and by general principles of equity (whether applied in a proceeding at law or in equity). The persons executing and delivering this Agreement for Purchaser have the aggregate power and authority to do so for and on behalf of Purchaser.

4.2.3 No Conflicts. Neither the execution, delivery or performance of this Agreement by Purchaser, nor the consummation of the sale and purchase of the Assets or any other transaction contemplated by this Agreement, does or will, after the giving of notice, or the lapse of time, or otherwise: (i) conflict with, result in a breach of, or constitute a default under, the Articles of Incorporation, Bylaws, or Shareholders' Agreement of Purchaser, or any law, rule or regulation, or any court or administrative order, or any agreement to which Purchaser is a party or by which Purchaser or any of its rights, properties or assets is subject or is bound; or (ii) result in the creation of any mortgage, pledge, lien, claim, charge, encumbrance or other adverse interest upon any right, property or asset of Purchaser.

4.2.4 No Consents. No consent, license, approval, order, permit or authorization of, or registration, filing or declaration with, any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, is required to be obtained or made in connection with the execution, delivery and performance of this Agreement or any of the transactions required or contemplated hereby.

4.2.5 Suitability of Purchase. In evaluating the suitability of the purchase of the Assets, Purchaser has not relied upon any representations of Seller other than as expressly set forth in this Agreement or in the Schedules hereto.

4.2.6 Disclaimer. Purchaser acknowledges and agrees that Seller has not made and does not make any representations, warranties, promises, covenants, agreements or guarantees concerning the future profitability or operation of the Business.

4.2.7 Broker's Fees. Purchaser represents that no brokers or finders have been employed who would be entitled to any fees by reason of the transaction contemplated by this Agreement.

## ARTICLE V

### CONDITIONS PRECEDENT TO CLOSING

5.1 Conditions. The obligations of the parties hereunder (including the obligation of each of Purchaser and Seller to close the transactions contemplated under this Agreement) are subject to the following conditions precedent:

5.1.1 Continuing Force. The warranties and representations made by either party to the other in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if such warranties and representations had been made on and as of the Closing Date, and each party shall have performed and complied with all

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agreements, covenants and conditions on its part required to be performed or complied with on or prior to the Closing Date.

5.1.2 Actions. All proceedings to be taken in connection with the consummation of the transactions contemplated by this Agreement and all documents incident thereto (including, without limitation those to be delivered pursuant to Section 3.2 hereof), shall be reasonably satisfactory in form and substance to both Purchaser and Seller and their respective counsel, and each party and its counsel shall have received copies of such documents as the other party and its counsel may reasonably request in connection with said transactions.

5.1.3 Approvals. Seller shall have received all consents, waivers, permits, approvals, authorizations and orders which may be required (by law, agreement or otherwise) to be obtained prior to the consummation of the sale contemplated under this Agreement in order to transfer all of the Assets to Purchaser at Closing, and such consents, waivers, permits, approvals, authorizations and orders shall be in full force and effect on the Closing Date.

5.1.4 No Impediments. No investigation, action, suit or proceeding by any federal, foreign or state governmental or regulatory commission, agency, body or authority, and no action, suit or proceeding by any other person, firm, corporation or entity, shall be pending on the Closing Date which challenges, or might result in a challenge to this Agreement or the consummation of such sale, or which claims, or might give rise to a claim for damages in a material amount as a result of the consummation of such sale.

5.1.5 Best Efforts to Secure Consents and Approvals. Each party shall take all necessary actions and obtain all assignments, consents and approvals required to carry out the transactions contemplated by this Agreement and to satisfy the conditions precedent specified herein.

## ARTICLE VI

### POST AGREEMENT COVENANTS

6.1 Cooperation. Seller and Purchaser shall, upon request by the other, on or after the Closing Date, do any and all things as may be reasonably required by the parties or their counsel to consummate or otherwise implement the transactions contemplated by this Agreement.

6.2 Post-Closing Services. At Purchaser's sole cost and expense, Seller shall assist Purchaser with the post-Closing transition for a period not exceeding three (3) months by offering short-term services to Purchaser with respect to marketing and accounting and other such services as the parties may agree on in accordance with the fee schedule attached hereto as Exhibit I and incorporated herein by reference.

6.3 Conduct in Ordinary Course. Seller shall conduct the Business in the ordinary course from the Effective Date to the Closing Date and there shall be no material adverse change in the Assets, financial condition or prospects of the Business.

6.4 **Preservation of Relationships.** Seller covenants and agrees that from the Effective Date until Closing, Seller shall use its best commercial efforts to maintain and preserve its business relationships with respect to the Assets.

## ARTICLE VII

### INDEMNIFICATION

7.1 **Indemnity by Seller.** Seller agrees to indemnify and hold harmless Purchaser and each of its officers, directors, employees, affiliates, successors and assigns (collectively, "Purchaser Indemnitees") from and against the aggregate of all expenses, losses, costs, deficiencies, liabilities and damages (including, without limitation, related counsel and paralegal fees and expenses) incurred or suffered by the Purchaser Indemnitees arising out of or resulting from (i) any breach of a representation, warranty or certification made by Seller in this Agreement; (ii) any breach of the covenants or agreements made by Seller in or pursuant to this Agreement or in any other document or certificate delivered pursuant to this Agreement; and (iii) Seller's ownership or operation of the Business prior to Closing.

7.2 **Indemnity By Purchaser.** Purchaser agrees to indemnify and hold harmless Seller and each of its officers, directors, employees, affiliates, successors and assigns (collectively, "Seller Indemnitees") from and against the aggregate of all expenses, losses, costs, deficiencies, liabilities and damages (including, without limitation, related counsel and paralegal fees and expenses) incurred or suffered by the Seller Indemnitees arising out of or resulting from (i) any breach of a representation, warranty or certification made by Purchaser in this Agreement; (ii) any breach of the covenants or agreements made by Purchaser in or pursuant to this Agreement or in any other document or certificate delivered pursuant to this Agreement; and (iii) Purchaser's ownership or operation of the Business after Closing.

## ARTICLE VIII

### CONFIDENTIALITY

8.1 **Defined.** The parties shall keep this Agreement and its terms confidential in accordance with that certain confidentiality agreement dated April 12, 2006 executed by and among the parties hereto ("Confidentiality Agreement").

8.2 **Use.** The receiving party shall only use the Confidential Information (as defined in the Confidentiality Agreement) for the purpose of evaluating the transactions contemplated by this Agreement and shall treat such Confidential Information with the same degree of care and confidentiality as it accords its own confidential and proprietary information. Except as otherwise set forth in this Agreement, the receiving party shall not have any restrictive obligation with respect to any Confidential Information (i) which is or becomes publicly known through no wrongful act or omission of the receiving party, or (ii) to comply with any law, rule, regulation, summons, or court order.

8.3 **Termination.** All such Confidential Information furnished to either party by the other, unless otherwise specified in writing, shall remain the property of the furnishing/disclosing party and, in the event this Agreement is terminated, shall be returned to it, together with any and all copies made thereof, upon request for such return by it (except for documents submitted to a

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governmental agency with the consent of the furnishing/disclosing party or upon subpoena and which cannot be retrieved with reasonable effort) and in the case of (i) oral information furnished to any party by the other which shall have been reduced to writing by the receiving party and (ii) all internal documents of any party describing, analyzing or otherwise containing Confidential Information furnished by the other party, all such writings and documents shall be destroyed, upon request, in the event this Agreement is terminated, and each party shall confirm in writing to the other compliance with any such request.

**8.4 Breach.** Each party hereto acknowledges that the remedy at law for any breach by either party of its obligations under Article VIII of this Agreement is inadequate and that the other party shall be entitled to equitable remedies, including an injunction, in the event of breach by any other party.

## ARTICLE IX

### TERMINATION

**9.1 Early Termination.** Notwithstanding anything herein to the contrary, this Agreement may be terminated and abandoned at any time:

9.1.1 on or prior to the Closing Date by mutual written agreement between Seller and Purchaser;

9.1.2 by Purchaser if on the Closing Date any of the conditions specified in Section 3.2.1 and Section 4.1 of this Agreement has not been satisfied, shall not have been waived by Purchaser and the failure to satisfy such conditions would have a material adverse effect on Purchaser and if Purchaser has provided Seller written notice of such event and Seller has failed or refused to cure any such failure within thirty (30) days;

9.1.3 by Seller if on the Closing Date any of the conditions specified in Section 3.2.2 and Section 4.2 of this Agreement has not been satisfied, shall not have been waived by Seller and the failure to satisfy such conditions would have a material adverse effect on Seller and if Seller has provided Purchaser written notice of such event and Purchaser has failed or refused to cure any such failure within thirty (30) days; and

9.1.4 by Seller or Purchaser if the Closing shall not have taken place by October 15, 2006, which date may be extended by mutual written agreement between Purchaser and Seller.

**9.2 Post-Termination.** Upon the expiration or termination of this Agreement, if Purchaser is not in breach of this Agreement, Purchaser may continue to use the Licensed Marks for a period of up to nine (9) months solely in connection with the advertising, merchandising, promotion and sale of the Inventory of Licensed Merchandise on hand or on irrevocable order on the expiration or termination date.

**9.3 Survival.** In the event of any termination and abandonment as above provided in Section 9.1 of this Agreement, notice shall be given to the other party hereto, and thereupon, this Agreement (including exhibits hereto) shall become wholly void and of no effect, except as provided in Articles VII and VIII hereof, and there shall be no liability on the part of any party.

## ARTICLE X

### NOTICES

10.1 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and delivered in person, nationally recognized overnight courier service, or certified mail, postage prepaid, and properly addressed as follows:

To Purchaser:

UMI, Inc.  
5389 Delmar Boulevard  
St. Louis, Missouri 63112  
Attn: Kaysong Lee  
Tel: 314.454.0707  
Fax: 314.454.1331

With a Copy:

The Kim Law Firm  
H. Jay Kim, Esq.  
1015 Locust Street  
Suite 1036  
St. Louis, MO 63101

To Seller:

General Wig Manufacturers, Inc.  
5800 N.W. 163<sup>rd</sup> Street  
Miami Lakes, Florida 33014  
Attn: Christopher Prior  
Tel: (305) 823-0600 X122

With a Copy to:

Akerman Senterfitt  
350 East Las Olas Boulevard  
Suite 1600  
Fort Lauderdale, Florida 33301  
Attn: Richard C. Bulman, Jr., Esq.  
Tel: 954.463.2700  
Fax: 954.463.2224

With a Copy to:

Aderans Overseas Division  
AD Building BIF  
1-22, Shinjuku 3-Chome  
Shinjuku-Ku  
Tokyo Japan 160-8429

10.2 **Change of Address.** Any party may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents.

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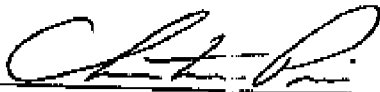
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**SELLER:**

**GENERAL WIG MANUFACTURERS, INC.,**  
a Florida corporation

By:   
Name: CHRISTOPHER PRIOR  
Title: PRESIDENT

**PURCHASER:**

**UML, INC.,**  
a Missouri corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

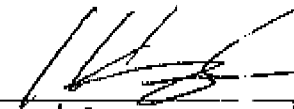
**SELLER:**

**GENERAL WIG MANUFACTURERS, INC.,**  
a Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER:**

**UMI, INC.,**  
a Missouri corporation

By:  \_\_\_\_\_  
Name: Kaysong Lee  
Title: president

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## EXHIBIT A

### ASSETS AND LIABILITIES

#### 1. Assets.

(a) All mail order inventories with respect to the Business, subject to any obligations contained in that certain license agreement, dated September 30, 1998, between Seller and Revlon (the "License Agreement"). Inventory will be transferred FOB Miami and shipped to Buyer via Buyer's designated carrier.

(b) The following trade names, brands, and domain names of Seller:

(i) BeautyTrends;

(ii) Lifestyle;

(iii) Carefree Me;

(iv) BeautyTrends.com / Perfect Fit / EasyClip 2 / Ultimate / Ultimate Plus / Redi-Hair / Aire-Lite

(c) Any and all customer lists of Seller with respect to the Business; and

(d) All goodwill associated with the foregoing Assets.

(e) All four BeautyTrends 800# phone numbers.

Any cost associated with transferring the above from Seller to Buyer will be borne by the Buyer.

#### 2. Assumed Obligations.

(a) Any and all liabilities related to the Business involving the following:

(i) customer in-house credits;

(ii) customer payments received by Seller in advance of the shipment of requested products, which products have not been shipped as of the Closing Date;

(iii) Seller's reward points program;

(iv) expenses paid or owed by Seller for catalogues that will be received by Purchaser's customers after the Closing and expenses (divided on a pro rata basis) paid or owed by Seller for catalogs already received by Purchaser's customers as of the closing.

(v) all product returns and exchanges after Closing;

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- (vi) open purchase orders by Seller for Business inventory and materials; and
- (vii) all inventory orders placed by Seller on or before the Closing and not in inventory as of the Closing and all inventory orders placed by Seller during the time period commencing on October 2, 2006 and ending on December 31, 2006 in the ordinary course of business, subject to approval by Purchaser with respect to the latter only.