

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the typographical error in the name of the receiving party improperly listed as Commonwealth Soap & Toiletries Company previously recorded on Reel 002774 Frame 0656. Assignor(s) hereby confirms the conveyance of the listed trademarks to assignee, which is properly named Commonwealth Soap & Toiletries, Inc.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hilco Wholesale, LLC		10/17/2003	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Commonwealth Soap & Toiletries, Inc.
Street Address:	661 Quequechan Street
City:	Fall River
State/Country:	MASSACHUSETTS
Postal Code:	02721
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2366408	
Registration Number:	2384115	SIMPLY BE WELL
Registration Number:	1963024	SARAH MICHAELS
Registration Number:	1730536	SARAH MICHAELS
Registration Number:	1795048	SOLAGE

CORRESPONDENCE DATA

Fax Number: (617)345-9020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617 345 9000
 Email: tmdocket@haslaw.com
 Correspondent Name: Deborah L. Benson
 Address Line 1: 28 State Street

OP \$140.00 2366408

900150674

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 REEL: 004120 FRAME: 0001**

Address Line 4: Boston, MASSACHUSETTS 02109-1775

NAME OF SUBMITTER:

Deborah L Benson

Signature:

/Deborah L Benson/

Date:

12/23/2009

Total Attachments: 76

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Form PTO-1594 (rev 3/1) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** U. S. Department of Commerce Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Hilco Wholesale, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other - Illinois LLC</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies)</p> <p>Commonwealth Soap & Toiletries, Inc. Company 661 Quequechan Street Fall River, MA 02721</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: October 17, 2003</p>			
<p>4. Application number(s) or registration number(s):</p> <table border="0"> <tr> <td data-bbox="235 987 803 1228"> <p>A. Trademark Application No(s).</p> </td> <td data-bbox="836 987 1437 1228"> <p>B. Trademark Registration No(s).</p> <p>1730536 1963024 1795048 2423874 2227143 2263102 2366408 2412932 2388493 2384115 2521286 2222794</p> </td> </tr> </table> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>A. Trademark Application No(s).</p>	<p>B. Trademark Registration No(s).</p> <p>1730536 1963024 1795048 2423874 2227143 2263102 2366408 2412932 2388493 2384115 2521286 2222794</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Carole V. Aciman, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036</p>	<p>6. Total number of applications/registrations involved: <u>12</u></p> <p>7. Total fee (37 CFR 3.41) \$315</p> <p><input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 081160/2)</p> <p>8. Deposit Account No. 19-2385</p>		
<p style="text-align: center;">DO NOT USE THIS SPACE</p>			
<p>9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</p> <p><u>Carole Aciman</u> <u>Carole Aciman</u> <u>January 5, 2004</u> Name Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: 75</p>			

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ASSIGNMENT AND ASSUMPTION AGREEMENT

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

Handwritten: B, R 23 09

WITNESSETH:

WHEREAS, Seller and Fasma, LLC, Sarah Michaels, Inc., and Sarah Michaels, LLC (collectively "Sarah Michaels") are parties to that certain Asset Purchase Agreement dated as of September 18, 2003, as amended, (a copy of which is attached hereto as Exhibit A) (the "SM APA"), providing for the transfer and sale by Sarah Michaels to Purchaser on the date hereof of the Acquired Assets¹; and

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

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

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

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

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

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

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

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

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

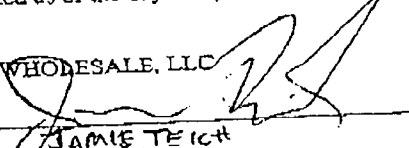
6. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without regard to the rules of conflict of the laws of the State of Illinois or any other jurisdiction.

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

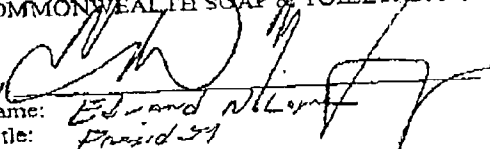
8. This Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns.

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

HILCO WHOLESALE, LLC

By: 
Name: JAMIE TEICH
Title: ASST. GENERAL COUNSEL, MEMBER

COMMONWEALTH SOAP & TOILETRIES COMPANY, INC.

By: 
Name: Edward N. Lerner
Title: President



ASSET PURCHASE AGREEMENT,

Dated as of September 18, 2003

Among

HILCO WHOLESALE, LLC

BUYER

and

FASMA, LLC

SARAH MICHAELS, INC.

SARAH MICHAELS, I.L.C.

SELLER

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THIS ASSET PURCHASE AGREEMENT, dated as of September __, 2003 is by and among Hilco Wholesale, LLC, an Illinois limited liability company ("Buyer"), and FASMA, LLC, a Delaware limited liability company, SARAH MICHAELS, INC., a Delaware corporation and SARAH MICHAELS, LLC, a Delaware limited liability company (the latter three entities collectively referred to as "Seller" or "Debtor"). Capitalized terms used and not otherwise defined shall have the meanings ascribed to such terms in Section 17 hereof.

WITNESSETH:

WHEREAS, on May 1, 2003, the Debtor filed petitions under Chapter 11 of Title 11, United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Northern District of Illinois (the "**Bankruptcy Court**"); and

WHEREAS, Seller has determined that it is in Seller's best interests and Seller's bankruptcy estate's best interests to sell to Buyer, and Buyer wishes to purchase from Seller pursuant to Section 363 of the Bankruptcy Code and subject to higher and better offers in accordance with a bidding and auction process to be approved by the Bankruptcy Court, all of the right, title and interest of Seller in and to the Acquired Assets for such consideration as is herein set forth; and

WHEREAS, the assets and liabilities of the Business are subject to the supervision and control of Seller subject and pursuant to the jurisdiction of the Bankruptcy Court:

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and the representations, warranties, covenants and agreements contained herein, Buyer, on the one hand, and Seller, on the other hand, hereby represent, warrant, covenant and agree as follows:

Section 1. SALE AND PURCHASE.

(a) **Sale and Purchase of the Assets.** Subject to the terms and conditions hereinafter set forth, on the Closing Date, Seller will sell, convey, transfer, assign and deliver or cause to be sold, conveyed, transferred, assigned and delivered to Buyer, and Buyer will purchase, acquire and take assignment and delivery of the Lot 2, Lot 3 and Lot 4 of Seller as set forth on Schedule A hereto and all of Seller's right, title and interest therein and thereto, free and clear of any and all Encumbrances of any kind except as specifically set forth herein (all of the assets to be sold, conveyed, transferred, assigned and delivered to Buyer hereunder are included in the term "**Acquired Assets**" as used herein).

(b) **Excluded Assets.** Notwithstanding anything to the contrary in this Agreement, Buyer shall not acquire any interest in any assets of Seller that do not constitute Acquired Assets, including but not limited to (i) all of the receivables of the Seller, and (ii) the assets of Seller or Seller's bankruptcy estates set forth on Schedule B hereto (collectively, the "**Excluded Assets**").

(c) **Purchase Price and Payment.** Subject to Section 1(e) hereof, the purchase price to be paid by Buyer to or for the benefit of Seller in accordance with the order of the Bankruptcy Court on the Closing Date for the Acquired Assets being purchased hereunder shall be \$3.7 million (the "**Purchase Price**"), and Buyer shall remit at Closing directly to the Lender the full amount of the Purchase Price as partial payment of the Indebtedness as defined in and in accordance with and subject to the provisions of the DIP Financing Order. Buyer has deposited with Seller's counsel the sum of \$50,000 in the form of a certified check or wire transfer of immediately available federal funds to be held in escrow by Seller's counsel in accordance with the provisions hereof (the "**Deposit**").

(d) Inventory Taking. Prior to the Closing, Seller and Buyer shall cause to be taken a physical inventory and a "SKU" inventory of the inventory (the "Inventory Taking") commencing on a date to be mutually agreed upon, but in no event later than 3 business days before the Closing. Buyer shall employ RGIS or another mutually acceptable inventory taking service to conduct the Inventory Taking. Buyer shall be responsible for of the costs and fees of the inventory taking service. Buyer and Seller shall each have representatives present during the Inventory Taking, and shall each have the right to review and verify the listing and tabulation of the inventory taking service.

(e) Purchase Price Adjustment. Seller and Buyer agree that:

(i) in the event that the final report of the inventory taking service indicates that the Cost Value of the Acquired Assets is less than the Cost Value for the Acquired Assets as set forth in Schedule A, then the Purchase Price shall be reduced by an amount equal to the aggregate Cost Value associated with such shortage multiplied by 25%;

(ii) in the event that the final report of the inventory taking service indicates that the Cost Value of the Acquired Assets is greater than the Cost Value for the Acquired Assets as set forth in Schedule A, then the Purchase Price shall be increased by an amount equal to the aggregate Cost Value associated with such shortage multiplied by 25%; and

(iii) Seller (or LaSalle Business Credit, LLC, or its designee) shall have the right, but not the obligation, to purchase up to \$1.0 million of Cost Value of the Acquired Assets necessary to fulfill the "holiday" and "Kenny's" orders (such orders not to exceed \$1.9 million in the aggregate) at a purchase price equal to the Cost Value of the Acquired Assets multiplied by 25%. "Cost Value" shall mean the cost values for the inventory in the documentation attached to the bid procedures provided by Seller to Buyer on September 11, 2003.

Section 2. THE CLOSING. The closing of the sale and transfer of the Acquired Assets (the "Closing") shall take place at Latham & Watkins, Sears Tower, 233 South Wacker Drive, Chicago, IL 60606, as soon as practicable immediately after entry of the Sale Order (the "Closing Date"), unless otherwise agreed in writing by the parties hereto.

Section 3. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller hereby represents and warrants to Buyer, which representations and warranties shall be true, correct and complete in all material respects to the actual knowledge of Seller (without any inquiry or investigation) on the date hereof and on the Closing Date that:

(a) Execution and Delivery. This Agreement has been duly executed and delivered by Seller and, following the approval of this Agreement and the transactions contemplated hereby by the Bankruptcy Court pursuant to the Sale Order, will constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with its terms, subject to the Sale Order not being subject to any stay or appeal.

(b) No Other Agreements to Sell the Acquired Assets. Seller has no legal obligation, whether absolute or contingent or direct or indirect, to any other Person to sell or otherwise convey, and has not granted any Person any option to purchase, the Acquired Assets (other than sales of inventory in the ordinary course of business) or to enter into any agreement with respect thereto.

(c) Title to Assets. Good and valid title to all the Acquired Assets shall be transferred to Buyer at Closing pursuant to the Sale Order.

(d) Limitation on Seller's Representations and Warranties. Buyer represents that it has inspected and is fully familiar with the Acquired Assets and hereby covenants and agrees to accept the same "AS IS," "WHERE IS" and "WITH ALL FAULTS" on the date hereof and on the Closing Date. Seller has not made, and is not willing to make, any representations or warranties as to the physical condition of the Acquired Assets, their contents, the income or commissions derived or potentially to be derived from the Acquired Assets, the expenses incurred or potentially to be incurred in connection with the Acquired Assets or any aspect of the Accepted Liabilities. Seller is not, and will not be, liable or bound in any manner by express or implied warranties, guarantees, statements, promises, representations or information pertaining to the Acquired Assets, made or furnished by any broker, agent, employee, servant or other Person representing or purporting to represent Seller, unless such are expressly and specifically set forth herein.

Section 4. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer hereby represents and warrants to Seller on the date hereof and on the Closing Date that:

(a) Buyer's Organization and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power to carry on its business and consummate the transactions contemplated hereunder.

(b) Authority, Execution and Delivery. Buyer has full corporate power and authority to enter into this Agreement and to purchase the Acquired Assets and assume the Accepted Liabilities in accordance with the terms hereof. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by Buyer have been duly and effectively authorized, and no other corporate proceedings on the part of Buyer are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with its terms.

(c) No Brokers. Neither Buyer nor any of its affiliates has entered into or will enter into any agreement, arrangement or understanding with any Person which will result in the obligation of Seller to pay any finder's fee, brokerage commission or similar payment in connection with the transactions contemplated hereby.

(d) Consents, No Conflicts, Etc. Neither the execution and delivery of this Agreement and the consummation by Buyer of the transactions contemplated herein nor compliance by Buyer with any of the provisions hereof will (with or without the giving of notice or the passage of time) (i) violate, conflict with, result in a breach of, or constitute a default under, any of the terms, conditions or provisions of the certificate of organization, partnership agreement, limited liability company agreement, by-laws or similar instrument of Buyer, (ii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Buyer or any of its assets or properties, or (iii) require the consent, approval, permission or other authorization of or by or filing or qualification with any court, arbitrator or governmental, administrative, or self-regulatory authority, except for such consents, approvals, permissions, authorizations, filings or qualifications the failure of which to obtain or make prior to the Closing would not adversely affect the ability of Buyer to consummate the transactions contemplated by this Agreement. Buyer knows of no reasons why Buyer should not receive, on or before Closing, all governmental authorizations and permits necessary for Buyer to acquire and own the Acquired Assets.

(c) Availability of Funds. Buyer has and will have at Closing sufficient funds to pay the Purchase Price and to consummate the transactions contemplated herein, and without limiting the foregoing, Buyer acknowledges and agrees that its obligation to consummate the transactions contemplated herein is not contingent on obtaining financing from any financial institution or other Person.

(f) "AS IS" Purchase. Buyer hereby acknowledges and agrees that, except as otherwise expressly provided in Section 4 hereof, (i) Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Acquired Assets, and (ii) Buyer shall accept the Acquired Assets "AS IS," "WHERE IS" and "WITH ALL FAULTS" as of the Closing Date. Without in any way limiting the foregoing, Seller hereby disclaims any warranty (express or implied) of merchantability or fitness for any particular purpose as to any Acquired Asset.

Section 5. CERTAIN COVENANTS AND AGREEMENTS.

(a) Certain Fees and Expenses. Except as otherwise provided herein, each party hereto shall be responsible for and shall pay all fees and expenses incurred by it relating to the transactions contemplated hereby including all fees and expenses of counsel and auditors engaged by it.

(b) Mutual Cooperation. The parties hereto will cooperate with each other, and will use all reasonable efforts to cause the fulfillment of the conditions to the parties' obligations hereunder.

(c) Use of Seller's Facilities. For the purpose of removing the Acquired Assets from Seller's Facilities (as defined herein), for a period of forty-five (45) days from the Closing Date, Buyer shall have the right to the unencumbered use and occupancy of, and peaceful and quiet possession of Seller's facilities where the Acquired Assets are currently located (the "Facilities"), the fixtures and equipment currently located at the Facilities, and the utilities, telephone and other services provided at the Facilities. Buyer shall occupy the Facilities as a licensee and shall not be obligated to pay any rent or other charges therefore; provided, however, Buyer shall be obligated to pay any and all expenses incurred in connection with the continued employment of Seller's existing employees and any other personnel hired on or after the Closing Date. Seller acknowledges that Buyer is not an insurer of Seller's personal property

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. TERMINATION.

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

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

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

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

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

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

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

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

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

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

If to Seller, to:

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

with copies to:

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

If to Buyer, to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Excluded Assets**” has the meaning ascribed to it in Section 1(b).

“**Facilities**” has the meaning ascribed to it in Section 1(c).

“**Inventory Taking**” has the meaning ascribed to it in Section 1(d).

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

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

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

“**Purchase Price**” has the meaning ascribed to it in Section 1(c).

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

“**Sale Order**” has the meaning ascribed to it in Section 7(e).

“**Seller**” has the meaning ascribed to it in the forefront of this Agreement.

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

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

HILCO WHOLESALE, LLC

By: _____
Name: _____
Title: _____

FASMA, LLC

By: _____
Name: _____
Title: _____

SARAH MICHAELS, INC.

By: _____
Name: _____
Title: _____

SARAH MICHAELS, LLC

By: _____
Name: _____
Title: _____

09/18/03 THU 12:48 FAX 1 847 509 1150

HILCO TRADING CO.

002

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

HILCO WHOLESALE, LLC

By: [Signature]
Name: JOHN S. CHASE
Title: MANAGING DIR. CEO

FASMA, LLC

By: _____
Name: _____
Title: _____

SARAH MICHAELS, INC.

By: _____
Name: _____
Title: _____

SARAH MICHAELS, LLC

By: _____
Name: _____
Title: _____

SCHEDULE A
ACQUIRED ASSETS

The only assets of Seller constituting Acquired Assets are as follows:

1. See attached schedule of inventory.
2. The "sold orders" in the aggregate amount of \$1,751,231.00 (the amount of the Purchase Price allocated to such orders is \$700,000).
3. See the "Lot 2 – Sarah Michaels Brand" and "Lot 3 – San Francisco Soap Brand" intellectual property on the attached schedule of intellectual property.

CH625310.2

TRADEMARK

REEL: 002774 FRAME: 0675

TRADEMARK
REEL: 004120 FRAME: 0022

8/11/2003

Sarah Michaels, LLC Sarah Michaels Active - Lot 2

Brand	Model	Type	Category	Item	Description	Qty	Unit Cost	Total Cost	Comm %	Net Cost	Units	Price	Market Supply	Dollars	Units	Dollars
SM	SM10000100	Active	RAWE	SM10000100	Scrub Pad 10x10 2000/100	40,000	0.015	600.00	0.00	600.00	40,000	1.50	2,100	2,100	40,000	600.00
SM	SM10000200	Active	RAWE	SM10000200	Scrub Pad 10x10 2000/200	30,000	0.015	450.00	0.00	450.00	30,000	1.50	2,100	2,100	30,000	450.00
SM	SM10000300	Active	RAWE	SM10000300	Scrub Pad 10x10 2000/300	20,000	0.015	300.00	0.00	300.00	20,000	1.50	2,100	2,100	20,000	300.00
SM	SM10000400	Active	RAWE	SM10000400	Scrub Pad 10x10 2000/400	10,000	0.015	150.00	0.00	150.00	10,000	1.50	2,100	2,100	10,000	150.00
SM	SM10000500	Active	RAWE	SM10000500	Scrub Pad 10x10 2000/500	5,000	0.015	75.00	0.00	75.00	5,000	1.50	2,100	2,100	5,000	75.00
SM	SM10000600	Active	RAWE	SM10000600	Scrub Pad 10x10 2000/600	2,500	0.015	37.50	0.00	37.50	2,500	1.50	2,100	2,100	2,500	37.50
SM	SM10000700	Active	RAWE	SM10000700	Scrub Pad 10x10 2000/700	1,250	0.015	18.75	0.00	18.75	1,250	1.50	2,100	2,100	1,250	18.75
SM	SM10000800	Active	RAWE	SM10000800	Scrub Pad 10x10 2000/800	625	0.015	9.375	0.00	9.375	625	1.50	2,100	2,100	625	9.375
SM	SM10000900	Active	RAWE	SM10000900	Scrub Pad 10x10 2000/900	312.5	0.015	4.6875	0.00	4.6875	312.5	1.50	2,100	2,100	312.5	4.6875
SM	SM10001000	Active	RAWE	SM10001000	Scrub Pad 10x10 2000/1000	156.25	0.015	2.34375	0.00	2.34375	156.25	1.50	2,100	2,100	156.25	2.34375
SM	SM10001100	Active	RAWE	SM10001100	Scrub Pad 10x10 2000/1100	78.125	0.015	1.171875	0.00	1.171875	78.125	1.50	2,100	2,100	78.125	1.171875
SM	SM10001200	Active	RAWE	SM10001200	Scrub Pad 10x10 2000/1200	39.0625	0.015	0.5859375	0.00	0.5859375	39.0625	1.50	2,100	2,100	39.0625	0.5859375
SM	SM10001300	Active	RAWE	SM10001300	Scrub Pad 10x10 2000/1300	19.53125	0.015	0.2930625	0.00	0.2930625	19.53125	1.50	2,100	2,100	19.53125	0.2930625
SM	SM10001400	Active	RAWE	SM10001400	Scrub Pad 10x10 2000/1400	9.765625	0.015	0.146484375	0.00	0.146484375	9.765625	1.50	2,100	2,100	9.765625	0.146484375
SM	SM10001500	Active	RAWE	SM10001500	Scrub Pad 10x10 2000/1500	4.8828125	0.015	0.073246875	0.00	0.073246875	4.8828125	1.50	2,100	2,100	4.8828125	0.073246875
SM	SM10001600	Active	RAWE	SM10001600	Scrub Pad 10x10 2000/1600	2.44140625	0.015	0.0368734375	0.00	0.0368734375	2.44140625	1.50	2,100	2,100	2.44140625	0.0368734375
SM	SM10001700	Active	RAWE	SM10001700	Scrub Pad 10x10 2000/1700	1.220703125	0.015	0.01843671875	0.00	0.01843671875	1.220703125	1.50	2,100	2,100	1.220703125	0.01843671875
SM	SM10001800	Active	RAWE	SM10001800	Scrub Pad 10x10 2000/1800	0.6103515625	0.015	0.009218359375	0.00	0.009218359375	0.6103515625	1.50	2,100	2,100	0.6103515625	0.009218359375
SM	SM10001900	Active	RAWE	SM10001900	Scrub Pad 10x10 2000/1900	0.30517578125	0.015	0.0046091796875	0.00	0.0046091796875	0.30517578125	1.50	2,100	2,100	0.30517578125	0.0046091796875
SM	SM10002000	Active	RAWE	SM10002000	Scrub Pad 10x10 2000/2000	0.152587890625	0.015	0.0023088421875	0.00	0.0023088421875	0.152587890625	1.50	2,100	2,100	0.152587890625	0.0023088421875
SM	SM10002100	Active	RAWE	SM10002100	Scrub Pad 10x10 2000/2100	0.0762939453125	0.015	0.00115442109375	0.00	0.00115442109375	0.0762939453125	1.50	2,100	2,100	0.0762939453125	0.00115442109375
SM	SM10002200	Active	RAWE	SM10002200	Scrub Pad 10x10 2000/2200	0.03814697265625	0.015	0.000577210546875	0.00	0.000577210546875	0.03814697265625	1.50	2,100	2,100	0.03814697265625	0.000577210546875
SM	SM10002300	Active	RAWE	SM10002300	Scrub Pad 10x10 2000/2300	0.019073486328125	0.015	0.0002861052734375	0.00	0.0002861052734375	0.019073486328125	1.50	2,100	2,100	0.019073486328125	0.0002861052734375
SM	SM10002400	Active	RAWE	SM10002400	Scrub Pad 10x10 2000/2400	0.0095367431640625	0.015	0.00014305263671875	0.00	0.00014305263671875	0.0095367431640625	1.50	2,100	2,100	0.0095367431640625	0.00014305263671875
SM	SM10002500	Active	RAWE	SM10002500	Scrub Pad 10x10 2000/2500	0.00476837158203125	0.015	0.000071526318359375	0.00	0.000071526318359375	0.00476837158203125	1.50	2,100	2,100	0.00476837158203125	0.000071526318359375
SM	SM10002600	Active	RAWE	SM10002600	Scrub Pad 10x10 2000/2600	0.002384185791015625	0.015	0.0000357631591796875	0.00	0.0000357631591796875	0.002384185791015625	1.50	2,100	2,100	0.002384185791015625	0.0000357631591796875
SM	SM10002700	Active	RAWE	SM10002700	Scrub Pad 10x10 2000/2700	0.0011920928955078125	0.015	0.00001788157958984375	0.00	0.00001788157958984375	0.0011920928955078125	1.50	2,100	2,100	0.0011920928955078125	0.00001788157958984375
SM	SM10002800	Active	RAWE	SM10002800	Scrub Pad 10x10 2000/2800	0.00059604644775390625	0.015	0.000008940789794921875	0.00	0.000008940789794921875	0.00059604644775390625	1.50	2,100	2,100	0.00059604644775390625	0.000008940789794921875
SM	SM10002900	Active	RAWE	SM10002900	Scrub Pad 10x10 2000/2900	0.000298023223876953125	0.015	0.0000044703948974609375	0.00	0.0000044703948974609375	0.000298023223876953125	1.50	2,100	2,100	0.000298023223876953125	0.0000044703948974609375
SM	SM10003000	Active	RAWE	SM10003000	Scrub Pad 10x10 2000/3000	0.0001490116119384765625	0.015	0.00000223519744873046875	0.00	0.00000223519744873046875	0.0001490116119384765625	1.50	2,100	2,100	0.0001490116119384765625	0.00000223519744873046875
SM	SM10003100	Active	RAWE	SM10003100	Scrub Pad 10x10 2000/3100	0.00007450580596923828125	0.015	0.000001117598724371875	0.00	0.000001117598724371875	0.00007450580596923828125	1.50	2,100	2,100	0.00007450580596923828125	0.000001117598724371875
SM	SM10003200	Active	RAWE	SM10003200	Scrub Pad 10x10 2000/3200	0.000037252902984619140625	0.015	0.0000005587993621875	0.00	0.0000005587993621875	0.000037252902984619140625	1.50	2,100	2,100	0.000037252902984619140625	0.0000005587993621875
SM	SM10003300	Active	RAWE	SM10003300	Scrub Pad 10x10 2000/3300	0.000018626451492309375	0.015	0.00000027939968109375	0.00	0.00000027939968109375	0.000018626451492309375	1.50	2,100	2,100	0.000018626451492309375	0.00000027939968109375
SM	SM10003400	Active	RAWE	SM10003400	Scrub Pad 10x10 2000/3400	0.00000931322574619140625	0.015	0.000000139699840546875	0.00	0.000000139699840546875	0.00000931322574619140625	1.50	2,100	2,100	0.00000931322574619140625	0.000000139699840546875
SM	SM10003500	Active	RAWE	SM10003500	Scrub Pad 10x10 2000/3500	0.00000465661287309375	0.015	0.0000000698499202734375	0.00	0.0000000698499202734375	0.00000465661287309375	1.50	2,100	2,100	0.00000465661287309375	0.0000000698499202734375
SM	SM10003600	Active	RAWE	SM10003600	Scrub Pad 10x10 2000/3600	0.000002328306436546875	0.015	0.00000003492496013671875	0.00	0.00000003492496013671875	0.000002328306436546875	1.50	2,100	2,100	0.000002328306436546875	0.00000003492496013671875
SM	SM10003700	Active	RAWE	SM10003700	Scrub Pad 10x10 2000/3700	0.0000011641532182734375	0.015	0.000000017462480068359375	0.00	0.000000017462480068359375	0.0000011641532182734375	1.50	2,100	2,100	0.0000011641532182734375	0.000000017462480068359375
SM	SM10003800	Active	RAWE	SM10003800	Scrub Pad 10x10 2000/3800	0.00000058207660913671875	0.015	0.0000000087312400341796875	0.00	0.0000000087312400341796875	0.00000058207660913671875	1.50	2,100	2,100	0.00000058207660913671875	0.0000000087312400341796875
SM	SM10003900	Active	RAWE	SM10003900	Scrub Pad 10x10 2000/3900	0.000000291038304568359375	0.015	0.00000000436562001709375	0.00	0.00000000436562001709375	0.000000291038304568359375	1.50	2,100	2,100	0.000000291038304568359375	0.00000000436562001709375
SM	SM10004000	Active	RAWE	SM10004000	Scrub Pad 10x10 2000/4000	0.0000001455191522841796875	0.015	0.000000002182810008546875	0.00	0.000000002182810008546875	0.0000001455191522841796875	1.50	2,100	2,100	0.0000001455191522841796875	0.000000002182810008546875
SM	SM10004100	Active	RAWE	SM10004100	Scrub Pad 10x10 2000/4100	0.0000000727595761419140625	0.015	0.0000000010914050042734375	0.00	0.0000000010914050042734375	0.0000000727595761419140625	1.50	2,100	2,100	0.0000000727595761419140625	0.0000000010914050042734375
SM	SM10004200	Active	RAWE	SM10004200	Scrub Pad 10x10 2000/4200	0.0000000363797880709375	0.015	0.000000005457025021875	0.00	0.000000005457025021875	0.0000000363797880709375	1.50	2,100	2,100	0.0000000363797880709375	0.000000005457025021875
SM	SM10004300	Active	RAWE	SM10004300	Scrub Pad 10x10 2000/4300	0.00000001818989403546875	0.015	0.0000000027285125109375	0.00	0.0000000027285125109375	0.00000001818989403546875	1.50	2,100	2,100	0.00000001818989403546875	0.0000000027285125109375
SM	SM10004400	Active	RAWE	SM10004400	Scrub Pad 10x10 2000/4400	0.00000000909494701796875	0.015	0.00000000136425625546875	0.00	0.00000000136425625546875	0.00000000909494701796875	1.50	2,100	2,100	0.00000000909494701796875	0.00000000136425625546875
SM	SM10004500	Active	RAWE	SM10004500	Scrub Pad 10x10 2000/4500	0.0000000045474735089375	0.015	0.000000000682128127734375								

9/11/2003

San Francisco Soap - Lot 3

San Francisco Soap - Lot 3

Inv#	Item	Qty	Unit	Case	Case Qty	Case Price	Case Total	Net Wt	Net Wt Unit	Net Wt Total	Net Wt Price	Net Wt Total	Net Wt Unit	Net Wt Total	Net Wt Price	Net Wt Total	Net Wt Unit	Net Wt Total	Net Wt Price	Net Wt Total	
1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001	1001

Updated Inventory Report - APA Form 1

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TRADEMARK

REEL: 002774 FRAME: 0689

TRADEMARK

REEL: 004120 FRAME: 0036

01/17/2005

Item	Category	Bin	Description	Unit	QTY	Unit Cost	Total Cost	Inventory	Value	Unit Cost	Total Cost	Inventory	Value
91	Machine	001-010	Full Book Assembly 3.5c	1,000	1,000	1.00	1,000	1,000	1,000	1.00	1,000	1,000	1,000
92	Machine	001-010	Full Book Assembly 3.5c	1,000	1,000	1.00	1,000	1,000	1,000	1.00	1,000	1,000	1,000
93	Machine	001-010	Full Book Assembly 3.5c	1,000	1,000	1.00	1,000	1,000	1,000	1.00	1,000	1,000	1,000
94	Machine	001-010	Full Book Assembly 3.5c	1,000	1,000	1.00	1,000	1,000	1,000	1.00	1,000	1,000	1,000
95	Machine	001-010	Full Book Assembly 3.5c	1,000	1,000	1.00	1,000	1,000	1,000	1.00	1,000	1,000	1,000
96	Machine	001-010	Full Book Assembly 3.5c	1,000	1,000	1.00	1,000	1,000	1,000	1.00	1,000	1,000	1,000
97	Machine	001-010	Full Book Assembly 3.5c	1,000	1,000	1.00	1,000	1,000	1,000	1.00	1,000	1,000	1,000
98	Machine	001-010	Full Book Assembly 3.5c	1,000	1,000	1.00	1,000	1,000	1,000	1.00	1,000	1,000	1,000
99	Machine	001-010	Full Book Assembly 3.5c	1,000	1,000	1.00	1,000	1,000	1,000	1.00	1,000	1,000	1,000
100	Machine	001-010	Full Book Assembly 3.5c	1,000	1,000	1.00	1,000	1,000	1,000	1.00	1,000	1,000	1,000

Updated Inventory Report - APA Format

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TRADEMARK REEL: 002774 FRAME: 0691

TRADEMARK REEL: 004120 FRAME: 0038

9/17/2003

San Francisco Soap - Lot 3

San Francisco Soap - Lot 3

Brand	Style	Category	Item	Description	Field On City	Field On Units	Comments	Bar On City	Bar On Units	Scale Qty (Units)	Scale Qty (Dollars)	Units	Scale Qty (Dollars)	Units	Scale Qty (Dollars)	Units
W001	W001	W001	W001	W001	10.00	1.00		10.00	1.00	1.00	10.00	1.00	10.00	1.00	10.00	1.00
W002	W002	W002	W002	W002	15.00	1.50		15.00	1.50	1.50	15.00	1.50	15.00	1.50	15.00	1.50
W003	W003	W003	W003	W003	20.00	2.00		20.00	2.00	2.00	20.00	2.00	20.00	2.00	20.00	2.00
W004	W004	W004	W004	W004	25.00	2.50		25.00	2.50	2.50	25.00	2.50	25.00	2.50	25.00	2.50
W005	W005	W005	W005	W005	30.00	3.00		30.00	3.00	3.00	30.00	3.00	30.00	3.00	30.00	3.00
W006	W006	W006	W006	W006	35.00	3.50		35.00	3.50	3.50	35.00	3.50	35.00	3.50	35.00	3.50
W007	W007	W007	W007	W007	40.00	4.00		40.00	4.00	4.00	40.00	4.00	40.00	4.00	40.00	4.00
W008	W008	W008	W008	W008	45.00	4.50		45.00	4.50	4.50	45.00	4.50	45.00	4.50	45.00	4.50
W009	W009	W009	W009	W009	50.00	5.00		50.00	5.00	5.00	50.00	5.00	50.00	5.00	50.00	5.00
W010	W010	W010	W010	W010	55.00	5.50		55.00	5.50	5.50	55.00	5.50	55.00	5.50	55.00	5.50
W011	W011	W011	W011	W011	60.00	6.00		60.00	6.00	6.00	60.00	6.00	60.00	6.00	60.00	6.00
W012	W012	W012	W012	W012	65.00	6.50		65.00	6.50	6.50	65.00	6.50	65.00	6.50	65.00	6.50
W013	W013	W013	W013	W013	70.00	7.00		70.00	7.00	7.00	70.00	7.00	70.00	7.00	70.00	7.00
W014	W014	W014	W014	W014	75.00	7.50		75.00	7.50	7.50	75.00	7.50	75.00	7.50	75.00	7.50
W015	W015	W015	W015	W015	80.00	8.00		80.00	8.00	8.00	80.00	8.00	80.00	8.00	80.00	8.00
W016	W016	W016	W016	W016	85.00	8.50		85.00	8.50	8.50	85.00	8.50	85.00	8.50	85.00	8.50
W017	W017	W017	W017	W017	90.00	9.00		90.00	9.00	9.00	90.00	9.00	90.00	9.00	90.00	9.00
W018	W018	W018	W018	W018	95.00	9.50		95.00	9.50	9.50	95.00	9.50	95.00	9.50	95.00	9.50
W019	W019	W019	W019	W019	100.00	10.00		100.00	10.00	10.00	100.00	10.00	100.00	10.00	100.00	10.00
W020	W020	W020	W020	W020	105.00	10.50		105.00	10.50	10.50	105.00	10.50	105.00	10.50	105.00	10.50
W021	W021	W021	W021	W021	110.00	11.00		110.00	11.00	11.00	110.00	11.00	110.00	11.00	110.00	11.00
W022	W022	W022	W022	W022	115.00	11.50		115.00	11.50	11.50	115.00	11.50	115.00	11.50	115.00	11.50
W023	W023	W023	W023	W023	120.00	12.00		120.00	12.00	12.00	120.00	12.00	120.00	12.00	120.00	12.00
W024	W024	W024	W024	W024	125.00	12.50		125.00	12.50	12.50	125.00	12.50	125.00	12.50	125.00	12.50
W025	W025	W025	W025	W025	130.00	13.00		130.00	13.00	13.00	130.00	13.00	130.00	13.00	130.00	13.00
W026	W026	W026	W026	W026	135.00	13.50		135.00	13.50	13.50	135.00	13.50	135.00	13.50	135.00	13.50
W027	W027	W027	W027	W027	140.00	14.00		140.00	14.00	14.00	140.00	14.00	140.00	14.00	140.00	14.00
W028	W028	W028	W028	W028	145.00	14.50		145.00	14.50	14.50	145.00	14.50	145.00	14.50	145.00	14.50
W029	W029	W029	W029	W029	150.00	15.00		150.00	15.00	15.00	150.00	15.00	150.00	15.00	150.00	15.00
W030	W030	W030	W030	W030	155.00	15.50		155.00	15.50	15.50	155.00	15.50	155.00	15.50	155.00	15.50
W031	W031	W031	W031	W031	160.00	16.00		160.00	16.00	16.00	160.00	16.00	160.00	16.00	160.00	16.00
W032	W032	W032	W032	W032	165.00	16.50		165.00	16.50	16.50	165.00	16.50	165.00	16.50	165.00	16.50
W033	W033	W033	W033	W033	170.00	17.00		170.00	17.00	17.00	170.00	17.00	170.00	17.00	170.00	17.00
W034	W034	W034	W034	W034	175.00	17.50		175.00	17.50	17.50	175.00	17.50	175.00	17.50	175.00	17.50
W035	W035	W035	W035	W035	180.00	18.00		180.00	18.00	18.00	180.00	18.00	180.00	18.00	180.00	18.00
W036	W036	W036	W036	W036	185.00	18.50		185.00	18.50	18.50	185.00	18.50	185.00	18.50	185.00	18.50
W037	W037	W037	W037	W037	190.00	19.00		190.00	19.00	19.00	190.00	19.00	190.00	19.00	190.00	19.00
W038	W038	W038	W038	W038	195.00	19.50		195.00	19.50	19.50	195.00	19.50	195.00	19.50	195.00	19.50
W039	W039	W039	W039	W039	200.00	20.00		200.00	20.00	20.00	200.00	20.00	200.00	20.00	200.00	20.00
W040	W040	W040	W040	W040	205.00	20.50		205.00	20.50	20.50	205.00	20.50	205.00	20.50	205.00	20.50
W041	W041	W041	W041	W041	210.00	21.00		210.00	21.00	21.00	210.00	21.00	210.00	21.00	210.00	21.00
W042	W042	W042	W042	W042	215.00	21.50		215.00	21.50	21.50	215.00	21.50	215.00	21.50	215.00	21.50
W043	W043	W043	W043	W043	220.00	22.00		220.00	22.00	22.00	220.00	22.00	220.00	22.00	220.00	22.00
W044	W044	W044	W044	W044	225.00	22.50		225.00	22.50	22.50	225.00	22.50	225.00	22.50	225.00	22.50
W045	W045	W045	W045	W045	230.00	23.00		230.00	23.00	23.00	230.00	23.00	230.00	23.00	230.00	23.00
W046	W046	W046	W046	W046	235.00	23.50		235.00	23.50	23.50	235.00	23.50	235.00	23.50	235.00	23.50
W047	W047	W047	W047	W047	240.00	24.00		240.00	24.00	24.00	240.00	24.00	240.00	24.00	240.00	24.00
W048	W048	W048	W048	W048	245.00	24.50		245.00	24.50	24.50	245.00	24.50	245.00	24.50	245.00	24.50
W049	W049	W049	W049	W049	250.00	25.00		250.00	25.00	25.00	250.00	25.00	250.00	25.00	250.00	25.00
W050	W050	W050	W050	W050	255.00	25.50		255.00	25.50	25.50	255.00	25.50	255.00	25.50	255.00	25.50
W051	W051	W051	W051	W051	260.00	26.00		260.00	26.00	26.00	260.00	26.00	260.00	26.00	260.00	26.00
W052	W052	W052	W052	W052	265.00	26.50		265.00	26.50	26.50	265.00	26.50	265.00	26.50	265.00	26.50
W053	W053	W053	W053	W053	270.00	27.00		270.00	27.00	27.00	270.00	27.00	270.00	27.00	270.00	27.00
W054	W054	W054	W054	W054	275.00	27.50		275.00	27.50	27.50	275.00	27.50	275.00	27.50	275.00	27.50
W055	W055	W055	W055	W055	280.00	28.00		280.00	28.00	28.00	280.00	28.00	280.00	28.00	280.00	28.00
W056	W056	W056	W056	W056	285.00	28.50		285.00	28.50	28.50	285.00	28.50	285.00	28.50	285.00	28.50
W057	W057	W057	W057	W057	290.00	29.00		290.00	29.00	29.00	290.00	29.00	290.00	29.00	290.00	29.00
W058	W058	W058	W058	W058	295.00	29.50		295.00	29.50	29.50	295.00	29.50	295.00	29.50	295.00	29.50
W059	W059	W059	W059	W059	300.00	30.00		300.00	30.00	30.00	300.00	30.00	300.00	30.00	300.00	30.00
W060	W060	W060	W060	W060	305.00	30.50		305.00	30.50	30.50	305.00	30.50	305.00	30.50	305.00	30.50
W061	W061	W061	W061	W061	310.00	31.00		310.00	31.00	31.00	310.00	31.00	310.00	31.00	310.00	31.00
W062	W062	W062	W062	W062	315.00	31.50		315.00	31.50	31.50	315.00	31.50	315.00	31.50	315.00	31.50
W063	W063	W063	W063	W063	320.00	32.00		320.00	32.00	32.00	320.00	32.00	320.00	32.00	320.00	32.00
W064	W064	W064	W064	W064	325.00	32.50		325.00	32.50	32.50	325.00	32.50	325.00	32.50	325.00	32.50

9/11/2000

San Francisco Soap, Ltd.3

Small Washers, LLC

Brand	Part No	Qty	Comments	Part	Condition	Lot	OH	Total	Comments	Lot	OH	Value	Unit	Rate	Value	Unit	Rate	Value	Unit	Rate	Value	
SF1	Washer	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
SF2	Washer	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200
SF3	Washer	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300
SF4	Washer	400	400	400	400	400	400	400	400	400	400	400	400	400	400	400	400	400	400	400	400	400
SF5	Washer	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500
SF6	Washer	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600
SF7	Washer	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700
SF8	Washer	800	800	800	800	800	800	800	800	800	800	800	800	800	800	800	800	800	800	800	800	800
SF9	Washer	900	900	900	900	900	900	900	900	900	900	900	900	900	900	900	900	900	900	900	900	900
SF10	Washer	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000

Updated Inventory Report - ASA Form

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TRADEMARK

REEL: 002774 FRAME: 0694

TRADEMARK

REEL: 004120 FRAME: 0041

9/11/2003

South Michaels Inventory - Lot 4

South Michaels, LLC

Brand	Status	Trg	Category	Item	Description	Unit	Total Qty	Total Value	Committed	Net Qty	Net Value	Unit Cost	Sales Price (Units)	Weight	1-13	14-26	27-39	40+
SM	Machine	08S-FG	Card	8121	Card	1,204	23	1,204		23	1,204	52.35						1,204
SM	Machine	08S-FG	Card	7111	Card	1,863	23	1,863		23	1,863	81.00						1,863
SM	Machine	08S-FG	Card	7112	Card	1,339	23	1,339		23	1,339	58.22						1,339
SM	Machine	08S-FG	Card	7109	Card	31,351	23	31,351		23	31,351	1,363.13						31,351
SM	Machine	08S-FG	Card	7103	Card	41,871	23	41,871		23	41,871	1,820.48						41,871
SM	Machine	08S-FG	Card	7102	Card	48,770	23	48,770		23	48,770	2,120.43						48,770
SM	Machine	08S-FG	Card	7108	Card	34,153	23	34,153		23	34,153	1,484.91						34,153
SM	Machine	08S-FG	Card	7106	Card	48,186	23	48,186		23	48,186	2,094.61						48,186
SM	Machine	08S-FG	Card	7107	Card	71,551	23	71,551		23	71,551	3,111.35						71,551
SM	Machine	08S-FG	Card	5674	Card	1,172	23	1,172		23	1,172	50.74						1,172
SM	Machine	08S-FG	Card	7114	Card	1,008	23	1,008		23	1,008	43.78						1,008
SM	Machine	08S-FG	Card	7115	Card	34	23	34		23	34	1.43						34
SM	Machine	08S-FG	Card	7116	Card	24	23	24		23	24	1.00						24
SM	Machine	08S-FG	Card	7117	Card	23	23	23		23	23	0.96						23
SM	Machine	08S-FG	Card	7118	Card	310,243	23	310,243		23	310,243	13,488.35						310,243
SM	Machine	08S-FG	Card	5940	Card	47,256	23	47,256		23	47,256	2,054.61						47,256
SM	Machine	08S-FG	Card	5941	Card	183	23	183		23	183	7.85						183
SM	Machine	08S-FG	Card	5942	Card	42,000	23	42,000		23	42,000	1,826.09						42,000
SM	Machine	08S-FG	Card	5943	Card	362	23	362		23	362	15.58						362
SM	Machine	08S-FG	Card	5944	Card	1,146	23	1,146		23	1,146	49.56						1,146
SM	Machine	08S-FG	Card	5945	Card	13,223	23	13,223		23	13,223	574.91						13,223
SM	Machine	08S-FG	Card	5946	Card	25,755	23	25,755		23	25,755	1,120.14						25,755
SM	Machine	08S-FG	Card	5947	Card	2,451	23	2,451		23	2,451	103.15						2,451
SM	Machine	08S-FG	Card	5948	Card	9,653	23	9,653		23	9,653	419.22						9,653
SM	Machine	08S-FG	Card	5949	Card	12,536	23	12,536		23	12,536	543.26						12,536
SM	Machine	08S-FG	Card	5950	Card	6,340	23	6,340		23	6,340	273.45						6,340
SM	Machine	08S-FG	Card	5951	Card	22,445	23	22,445		23	22,445	975.87						22,445
SM	Machine	08S-FG	Card	5952	Card	17,740	23	17,740		23	17,740	768.18						17,740
SM	Machine	08S-FG	Card	5953	Card	1,371	23	1,371		23	1,371	59.52						1,371
SM	Machine	08S-FG	Card	5954	Card	2,437	23	2,437		23	2,437	101.54						2,437
SM	Machine	08S-FG	Card	5955	Card	9,653	23	9,653		23	9,653	419.22						9,653
SM	Machine	08S-FG	Card	5956	Card	12,536	23	12,536		23	12,536	543.26						12,536
SM	Machine	08S-FG	Card	5957	Card	6,340	23	6,340		23	6,340	273.45						6,340
SM	Machine	08S-FG	Card	5958	Card	22,445	23	22,445		23	22,445	975.87						22,445
SM	Machine	08S-FG	Card	5959	Card	17,740	23	17,740		23	17,740	768.18						17,740
SM	Machine	08S-FG	Card	5960	Card	1,371	23	1,371		23	1,371	59.52						1,371
SM	Machine	08S-FG	Card	5961	Card	2,437	23	2,437		23	2,437	101.54						2,437
SM	Machine	08S-FG	Card	5962	Card	9,653	23	9,653		23	9,653	419.22						9,653
SM	Machine	08S-FG	Card	5963	Card	12,536	23	12,536		23	12,536	543.26						12,536
SM	Machine	08S-FG	Card	5964	Card	6,340	23	6,340		23	6,340	273.45						6,340
SM	Machine	08S-FG	Card	5965	Card	22,445	23	22,445		23	22,445	975.87						22,445
SM	Machine	08S-FG	Card	5966	Card	17,740	23	17,740		23	17,740	768.18						17,740
SM	Machine	08S-FG	Card	5967	Card	1,371	23	1,371		23	1,371	59.52						1,371
SM	Machine	08S-FG	Card	5968	Card	2,437	23	2,437		23	2,437	101.54						2,437
SM	Machine	08S-FG	Card	5969	Card	9,653	23	9,653		23	9,653	419.22						9,653
SM	Machine	08S-FG	Card	5970	Card	12,536	23	12,536		23	12,536	543.26						12,536
SM	Machine	08S-FG	Card	5971	Card	6,340	23	6,340		23	6,340	273.45						6,340
SM	Machine	08S-FG	Card	5972	Card	22,445	23	22,445		23	22,445	975.87						22,445
SM	Machine	08S-FG	Card	5973	Card	17,740	23	17,740		23	17,740	768.18						17,740
SM	Machine	08S-FG	Card	5974	Card	1,371	23	1,371		23	1,371	59.52						1,371
SM	Machine	08S-FG	Card	5975	Card	2,437	23	2,437		23	2,437	101.54						2,437
SM	Machine	08S-FG	Card	5976	Card	9,653	23	9,653		23	9,653	419.22						9,653
SM	Machine	08S-FG	Card	5977	Card	12,536	23	12,536		23	12,536	543.26						12,536
SM	Machine	08S-FG	Card	5978	Card	6,340	23	6,340		23	6,340	273.45						6,340
SM	Machine	08S-FG	Card	5979	Card	22,445	23	22,445		23	22,445	975.87						22,445
SM	Machine	08S-FG	Card	5980	Card	17,740	23	17,740		23	17,740	768.18						17,740
SM	Machine	08S-FG	Card	5981	Card	1,371	23	1,371		23	1,371	59.52						1,371
SM	Machine	08S-FG	Card	5982	Card	2,437	23	2,437		23	2,437	101.54						2,437
SM	Machine	08S-FG	Card	5983	Card	9,653	23	9,653		23	9,653	419.22						9,653
SM	Machine	08S-FG	Card	5984	Card	12,536	23	12,536		23	12,536	543.26						12,536
SM	Machine	08S-FG	Card	5985	Card	6,340	23	6,340		23	6,340	273.45						6,340
SM	Machine	08S-FG	Card	5986	Card	22,445	23	22,445		23	22,445	975.87						22,445
SM	Machine	08S-FG	Card	5987	Card	17,740	23	17,740		23	17,740	768.18						17,740
SM	Machine	08S-FG	Card	5988	Card	1,371	23	1,371		23	1,371	59.52						1,371
SM	Machine	08S-FG	Card	5989	Card	2,437	23	2,437		23	2,437	101.54						2,437
SM	Machine	08S-FG	Card	5990	Card	9,653	23	9,653		23	9,653	419.22						9,653
SM	Machine	08S-FG	Card	5991	Card	12,536	23	12,536		23	12,536	543.26						12,536
SM	Machine	08S-FG	Card	5992	Card	6,340	23	6,340		23	6,340	273.45						6,340
SM	Machine	08S-FG	Card	5993	Card	22,445	23	22,445		23	22,445	975.87						22,445
SM	Machine	08S-FG	Card	5994	Card	17,740	23	17,740		23	17,740	768.18						17,740
SM	Machine	08S-FG	Card	5995	Card	1,371	23	1,371		23	1,371	59.52						1,371
SM	Machine	08S-FG	Card	5996	Card	2,437	23	2,437		23	2,437	101.54						2,437
SM	Machine	08S-FG	Card	5997	Card	9,653	23	9,653		23	9,653	419.22						9,653
SM	Machine	08S-FG	Card	5998	Card	12,536	23	12,536		23	12,536	543.26						12,536
SM	Machine	08S-FG	Card	5999	Card	6,340	23	6,340		23	6,340	273.45	</					

9/11/2003

Serial Michaels Invoice - Lot 4

Serial Michaels, LLC

Item	Category	Item	Description	Unit	Qty	Total OH Value	Net OH Qty	Net OH Value	Units	Subst. Rate (1/Unit)	Units	Week's Supply - Dollars	Ch
8531	Flour Product	8531	Bodywash 1oz Pouch		14,078	5,376	14,078	6,725					5,376
8532	Flour Product	8532	Bodywash 1oz Pk		4,129	2,042	4,129	2,042					2,042
8533	Flour Product	8533	Bodywash 1oz Pump		5,129	2,626	5,129	2,626					2,626
8534	Flour Product	8534	Bodywash 1oz Room Mat		9,181	4,035	9,181	4,035					4,035
8535	Flour Product	8535	Bodywash 1oz Scented		10,789	4,366	10,789	4,366					4,366
8536	Flour Product	8536	Bodywash 1oz Vanilla Citrus		1,554	543	1,554	543					543
8537	Flour Product	8537	Bodywash 1oz Whiteberry		5,660	1,663	5,660	1,663					1,663
8538	Flour Product	8538	Bodywash 1oz Wildflower		19	19	19	19					19
8539	Flour Product	8539	Bodywash 1oz Citrus		12,590	7,836	12,590	7,836					7,836
8540	Flour Product	8540	Bodywash 1oz Spring Dew		16,003	10,159	16,003	10,159					10,159
8541	Flour Product	8541	Bodywash 1oz Wildflowers		23,004	16,253	23,004	16,253					16,253
8542	Flour Product	8542	Bodywash 1oz Rose		5,562	3,564	5,562	3,564					3,564
8543	Flour Product	8543	Bodywash 1oz Peaches		4,680	3,462	4,680	3,462					3,462
8544	Flour Product	8544	Bodywash 1oz Citrus		14,448	12,748	14,448	12,748					12,748
8545	Flour Product	8545	Bodywash 1oz Fresh		2,556	2,768	2,556	2,768					2,768
8546	Flour Product	8546	Bodywash 1oz Raspberry		1,616	1,571	1,616	1,571					1,571
8547	Flour Product	8547	Bodywash 1oz Rose		5,460	4,641	5,460	4,641					4,641
8548	Flour Product	8548	Bodywash 1oz White Flower		6,356	4,513	6,356	4,513					4,513
8549	Flour Product	8549	Bodywash 1oz Wildflowers		21,860	19,277	21,860	19,277					19,277
8550	Flour Product	8550	Bodywash 1oz Peach		74	74	74	74					74
8551	Flour Product	8551	Bodywash 1oz Citrus		180	180	180	180					180
8552	Flour Product	8552	Bodywash 1oz Rose		198	198	198	198					198
8553	Flour Product	8553	Bodywash 1oz Peaches		54	54	54	54					54
8554	Flour Product	8554	Bodywash 1oz Citrus		307	307	307	307					307
8555	Flour Product	8555	Bodywash 1oz Wildflowers		274	274	274	274					274
8556	Flour Product	8556	Bodywash 1oz Rose		7,227	7,227	7,227	7,227					7,227
8557	Flour Product	8557	Bodywash 1oz Peaches		5,870	5,870	5,870	5,870					5,870
8558	Flour Product	8558	Bodywash 1oz Citrus		28,656	12,439	28,656	12,439					12,439
8559	Flour Product	8559	Bodywash 1oz Wildflowers		4,680	1,631	4,680	1,631					1,631
8560	Flour Product	8560	Bodywash 1oz Rose		30,008	12,618	30,008	12,618					12,618
8561	Flour Product	8561	Bodywash 1oz Peaches		450	144	450	144					144
8562	Flour Product	8562	Bodywash 1oz Citrus		9,660	3,669	9,660	3,669					3,669
8563	Flour Product	8563	Bodywash 1oz Wildflowers		11,964	8,644	11,964	8,644					8,644
8564	Flour Product	8564	Bodywash 1oz Rose		220	270	220	270					270
8565	Flour Product	8565	Bodywash 1oz Peaches		3,844	3,459	3,844	3,459					3,459
8566	Flour Product	8566	Bodywash 1oz Citrus		108	185	108	185					185
8567	Flour Product	8567	Bodywash 1oz Wildflowers		28,184	11,251	28,184	11,251					11,251
8568	Flour Product	8568	Bodywash 1oz Rose		2,496	719	2,496	719					719
8569	Flour Product	8569	Bodywash 1oz Peaches		10,185	3,359	10,185	3,359					3,359
8570	Flour Product	8570	Bodywash 1oz Citrus		1,642	544	1,642	544					544
8571	Flour Product	8571	Bodywash 1oz Wildflowers		24,480	11,105	24,480	11,105					11,105
8572	Flour Product	8572	Bodywash 1oz Rose		13,542	4,433	13,542	4,433					4,433
8573	Flour Product	8573	Bodywash 1oz Peaches		25,917	8,408	25,917	8,408					8,408
8574	Flour Product	8574	Bodywash 1oz Citrus		11,700	3,807	11,700	3,807					3,807
8575	Flour Product	8575	Bodywash 1oz Wildflowers		3,166	604	3,166	604					604
8576	Flour Product	8576	Bodywash 1oz Rose		4,378	1,438	4,378	1,438					1,438
8577	Flour Product	8577	Bodywash 1oz Peaches		13,944	4,441	13,944	4,441					4,441
8578	Flour Product	8578	Bodywash 1oz Citrus		3,490	1,108	3,490	1,108					1,108
8579	Flour Product	8579	Bodywash 1oz Wildflowers		48	48	48	48					48
8580	Flour Product	8580	Bodywash 1oz Rose		37,732	17,677	37,732	17,677					17,677
8581	Flour Product	8581	Bodywash 1oz Peaches		2,724	1,713	2,724	1,713					1,713
8582	Flour Product	8582	Bodywash 1oz Citrus		5,408	5,108	5,408	5,108					5,108
8583	Flour Product	8583	Bodywash 1oz Wildflowers		74	74	74	74					74
8584	Flour Product	8584	Bodywash 1oz Rose		46	46	46	46					46
8585	Flour Product	8585	Bodywash 1oz Peaches		6,772	1,627	6,772	1,627					1,627
8586	Flour Product	8586	Bodywash 1oz Citrus		84	84	84	84					84
8587	Flour Product	8587	Bodywash 1oz Wildflowers		1,620	2,223	1,620	2,223					2,223
8588	Flour Product	8588	Bodywash 1oz Rose		17,314	15,796	17,314	15,796					15,796
8589	Flour Product	8589	Bodywash 1oz Peaches		2,620	3,165	2,620	3,165					3,165
8590	Flour Product	8590	Bodywash 1oz Citrus		2,800	2,874	2,800	2,874					2,874
8591	Flour Product	8591	Bodywash 1oz Wildflowers		1,620	1,117	1,620	1,117					1,117
8592	Flour Product	8592	Bodywash 1oz Rose		69	41	69	41					41
8593	Flour Product	8593	Bodywash 1oz Peaches		6,772	1,627	6,772	1,627					1,627
8594	Flour Product	8594	Bodywash 1oz Citrus		84	84	84	84					84
8595	Flour Product	8595	Bodywash 1oz Wildflowers		1,620	2,223	1,620	2,223					2,223
8596	Flour Product	8596	Bodywash 1oz Rose		17,314	15,796	17,314	15,796					15,796
8597	Flour Product	8597	Bodywash 1oz Peaches		2,620	3,165	2,620	3,165					3,165
8598	Flour Product	8598	Bodywash 1oz Citrus		2,800	2,874	2,800	2,874					2,874
8599	Flour Product	8599	Bodywash 1oz Wildflowers		1,620	1,117	1,620	1,117					1,117
8600	Flour Product	8600	Bodywash 1oz Rose		69	41	69	41					41
8601	Flour Product	8601	Bodywash 1oz Peaches		6,772	1,627	6,772	1,627					1,627
8602	Flour Product	8602	Bodywash 1oz Citrus		84	84	84	84					84
8603	Flour Product	8603	Bodywash 1oz Wildflowers		1,620	2,223	1,620	2,223					2,223
8604	Flour Product	8604	Bodywash 1oz Rose		17,314	15,796	17,314	15,796					15,796
8605	Flour Product	8605	Bodywash 1oz Peaches		2,620	3,165	2,620	3,165					3,165
8606	Flour Product	8606	Bodywash 1oz Citrus		2,800	2,874	2,800	2,874					2,874
8607	Flour Product	8607	Bodywash 1oz Wildflowers		1,620	1,117	1,620	1,117					1,117
8608	Flour Product	8608	Bodywash 1oz Rose		69	41	69	41					41
8609	Flour Product	8609	Bodywash 1oz Peaches		6,772	1,627	6,772	1,627					1,627
8610	Flour Product	8610	Bodywash 1oz Citrus		84	84	84	84					84
8611	Flour Product	8611	Bodywash 1oz Wildflowers		1,620	2,223	1,620	2,223					2,223
8612	Flour Product	8612	Bodywash 1oz Rose		17,314	15,796	17,314	15,796					15,796
8613	Flour Product	8613	Bodywash 1oz Peaches		2,620	3,165	2,620	3,165					3,165
8614	Flour Product	8614	Bodywash 1oz Citrus		2,800	2,874	2,800	2,874					2,874
8615	Flour Product	8615	Bodywash 1oz Wildflowers		1,620	1,117	1,620	1,117					1,117
8616	Flour Product	8616	Bodywash 1oz Rose		69	41	69	41					41
8617	Flour Product	8617	Bodywash 1oz Peaches		6,772	1,627	6,772	1,627					1,627
8618	Flour Product	8618	Bodywash 1oz Citrus		84	84	84	84					84
8619	Flour Product	8619	Bodywash 1oz Wildflowers		1,620	2,223	1,620	2,223					2,223
8620	Flour Product	8620	Bodywash 1oz Rose		17,314	15,796	17,314	15,796					15,796
8621	Flour Product	8621	Bodywash 1oz Peaches		2,620	3,165	2,620	3,165					3,165
8622	Flour Product	8622	Bodywash 1oz Citrus		2,800	2,874	2,800	2,874					2,874
8623	Flour Product	8623	Bodywash 1oz Wildflowers		1,620	1,117	1,620	1,117					1,117
8624	Flour Product	8624	Bodywash 1oz Rose		69	41	69	41					41

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

Lot 1 - Freeman Brand

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

Lot 2 - Sarah Michaels Brand

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

Lot 3 - San Francisco Soap Brand

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

TRADEMARK

REEL: 002774 FRAME: 0709

TRADEMARK
REEL: 004120 FRAME: 0052

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DANNEN, CRANE

312 6417114 P.03/12

FASMA, LLC

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

Line	Trademark/Description	Country	Serial No.	Registration Date	Class	Priority Date
	A WASH COME TRUE	USA	76259401	5/21/2001	2547197	3/12/2002
1	ARE YOU GLISTENING	USA	76183401	12/18/2000		
2	AROMESSENTIALS	USA	74128592	1/7/1991	1698262	6/30/1992
3	AROMESSENTIALS	USA	75730650	6/16/1999	2336161	3/28/2000
4	AROMESSENTIALS	PERU	94988	11/11/1999	63892	3/29/2000
5	AWAY WE GLOW	USA	76179400	12/13/2000		
6	BARE FOOT	USA	74666263	4/27/1995	1983825	7/2/1996
7	BARE FOOT & DESIGN	USA	75714286	5/24/1999		
8	BEAUTIFUL BATH	USA	74385411	5/3/1993	1845309	7/19/1994
9	BEAUTIFUL HAIR BOTANICALS	USA	75559906	9/28/1998	2419751	1/9/2001
10	BEAUTIFUL HAIR BOTANICALS	MEXI	375387	5/14/1999	613978	5/14/1999
11	BUBBLE YOUR PLEASURE	USA	78071490	6/28/2001		
12	BUTTER YOU UP	USA	78071491	6/28/2001		
13	DEEP IMPACT	USA	76222424	3/12/2001		
14	DEEPEST DESIRE	USA	76178015	12/11/2000		
15	DEEPLY RELIEVED	USA	76152252	10/23/2000		
16	FOR HEAVEN'S SILK	USA	76223606	3/13/2001		
17	FREEMAN	USA	73820227	8/21/1989	1614557	9/25/1990
18	FREEMAN	ATRA	AM719798	11/19/1998	189629	2/19/1999
19	FREEMAN	BAHA	22695	5/16/2000		
20						

SCHEDULE B - NO. 21

TRADEMARK

REEL: 002774 FRAME: 0706

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REEL: 004120 FRAME: 0053

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21	FREEMAN	BULG	44038	12/15/1998	35856	6/6/1999
22	FREEMAN	CANA	644870	11/14/1989	450939	12/1/1993
23	FREEMAN	VJET	42121	6/15/1999	33481	11/21/2000
	FREEMAN & DESIGN	NIWZ	221724	9/24/1992	B221724	9/24/1992
24						
	FREEMAN & NEW DESIGN	USA	75230663	1/24/1997	2197110	10/20/1998
25						
	FREEMAN & NEW DESIGN	ASTL	751825	12/24/1997	751825	2/19/1999
26						
	FREEMAN & NEW DESIGN	HOND	455498	4/6/1998		
27						
	FREEMAN & NEW DESIGN	HONG	1494/1998	2/9/1998	11783/2000	2/9/1998
28						
	FREEMAN (Chinese characters)	CHIN	724581	1/14/1995		
29						
	FREEMAN (WORD)	BRAZ	816579881	2/21/1992	816579881	5/17/1994
30						
	FREEMAN (WORD)	CHIL	397597		397597	6/7/1992
31						
	FREEMAN (WORD)	ESTO	9802671	11/9/1998	31156	5/23/2000
32						
	FREEMAN (WORD)	FRAN	95/598485	11/21/1995	95/598485	11/21/1995
33						
	FREEMAN (WORD)	GERM	39862400	10/29/1998	39862400	10/29/1998
34						
	FREEMAN (WORD)	HONG	94/10174	9/1/1994	B05321	9/1/1994
35						
	FREEMAN (WORD)	HUNG	M9804669	11/12/1998	157529	9/8/1999
36						
	FREEMAN (WORD)	INDI	689210	12/4/1995		
37						
	FREEMAN (WORD)	IRBL	211100	10/30/1998	211100	10/30/1998
38						
			(4275/98)			
39			M198C011038	11/12/1998		11/12/1998
40						
	FREEMAN (WORD)	LITH	98/3620	11/12/1998	38058	4/12/2000
41						
	FREEMAN (WORD)	MXI	78264	12/22/1989	385070	10/15/1990
42						
	FREEMAN (WORD)	NORW	199810214	11/10/1998	202117	3/23/2000
43						
	FREEMAN (WORD)	PANA	55891	2/25/1991	55891	4/3/1992
44						
	FREEMAN (WORD)	PBRU	94989	11/11/1999	61476	2/28/2000
45						
	FREEMAN (WORD)	PORT	334143	12/16/1998	334143	6/7/1999
46						

TRADEMARK

REEL: 002774 FRAME: 0707

TRADEMARK

REEL: 004120 FRAME: 0054

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47	FREEMAN (WORD)	FUER		12/15/1998	44319	12/19/1998
48	FREEMAN (WORD)	ROMA	52775	11/26/1998	31308	11/26/1998
48	FREEMAN (WORD)	RUSS	99704499	3/30/1999		
48	FREEMAN (WORD)	SAFR				
50	FREEMAN (WORD)	SWED	98082478	11/13/1998	348448	9/7/2001
51	FREEMAN (WORD)	TAIW	79-13909	4/3/1990	539551	11/1/1991
52	FREEMAN (WORD)	TAIW	79-13910	4/3/1990	528259	7/16/1991
53	FREEMAN (WORD)	THAI	203612	6/21/1990	148043	6/21/1990
54	FRRRMAN (WORD)	TURK	6/16/1995		161423	6/16/1995
56	FREEMAN AND NEW DESIGN	JAPA	1/21/1998		4249870	3/12/1999
58	FREEMAN AND NEW DESIGN	MACE	220000036	1/21/2000		
57	FREEMAN AND NEW DESIGN	VIBT	42454	7/15/1999	37573	6/20/2001
58	FREEMAN BEAUTIFUL SKIN	USA	74478120	1/10/1994	1872177	1/10/1995
59	FRESH IDEA	USA	76207461	2/9/2001		
60	FU-FU FOAM	USA	76259400	5/21/2001		
61	GET SPERIOUS	USA	76179402	12/13/2000		
62	GET UP AND GLOW	USA	76151112	4/3/2001		
63	GLISTEN CLEARLY	USA	76179326	12/13/2000		
64	GLISTEN TO THIS	USA	76182208	12/18/2000		
65	GLOW BARE	USA	76209653	2/14/2001		
66	GLOW GET IT	USA	76150301	10/20/2000		
67	GLOWING PLACES	USA	76150319	10/20/2000		
68	GOTTA GLOW	USA	76223607	3/13/2001		
69	IN THE THICK OF IT	USA	76151113	10/23/2000		
70	JUST DANDY	USA	78071492	6/28/2001		
71	MIGHTY FINE SHINE	USA	76150439	10/20/2000		
72	MORNING SHEER	USA	76179403	12/13/2000		
73						

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REEL: 002774 FRAME: 0708

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312 6417114 P.06/12

74	OOH LA LOOFAH	USA	76259424	5/21/2001	2552517	3/26/2002
75	PAPAYA SILK	USA	75560452	9/28/1998	2519889	2/15/2000
76	PAPAYA SILK	MEXI	375386	5/14/1999	613977	5/14/1999
77	PEACE AT HAND	USA	76183305	12/19/2000		
78	PEACE TREATY	USA	76151111	10/23/2000		
	PORE ISLAND	USA	75560450	9/28/1998	2133871	3/21/2000
79	PAPAYA					
	SARAH MICHAELS AND DESIGN	USA	74091555	8/27/1990	1730536	11/10/1992
80	SARAH MICHAELS AND DESIGN	USA	74620203	1/12/1995	1963024	3/19/1996
81	SARAH MICHAELS AND DESIGN	ASTL	667867	7/26/1995	667867	4/24/1998
82	SARAH MICHAELS AND DESIGN	ASTL	667868	7/26/1995	667868	4/24/1998
83	SARAH MICHAELS AND DESIGN	BENE	850238	7/1/1996	579159	6/19/1995
84	SARAH MICHAELS AND DESIGN	CANA	677865	3/13/1991	TMA403966	10/23/1992
85	SARAH MICHAELS AND DESIGN	CHIN	95087805	7/11/1995	972587	4/7/1997
86	SARAH MICHAELS AND DESIGN	CHIN	95087806	7/11/1995	980190	4/14/1997
87	SARAH MICHAELS AND DESIGN	DREP	105314	7/15/1999		
88	SARAH MICHAELS AND DESIGN	FRAN	95576299	6/16/1995	95576229	4/26/1996
89	SARAH MICHAELS AND DESIGN	GBRJ	2024863	6/22/1995	2024863	6/22/1995
90	SARAH MICHAELS AND DESIGN	GERM	395257417	6/21/1995	395257417	4/12/1996
91	SARAH MICHAELS AND DESIGN	HONG	95/10073	8/15/1995	11441/1997	11/21/1997
92						

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312 6417114 P.07/12

93	SARAH MICHAELS AND DESIGN	HONG	95/10074	8/15/1995	11412/1997	11/21/1997
94	SARAH MICHAELS AND DESIGN	ITAL	6260	6/16/1995	723060	10/13/1997
95	SARAH MICHAELS AND DESIGN	JAPA	068435/1995	7/5/1995	4177081	8/14/1998
96	SARAH MICHAELS AND DESIGN	JAPA	068445/1995	7/5/1995	4243870	2/26/1999
97	SARAH MICHAELS AND DESIGN	MEXI	243260	9/15/1995	523922	6/16/1996
98	SARAH MICHAELS AND DESIGN	MEXI	243261	9/15/1995	506385	6/16/1996
99	SARAH MICHAELS AND DESIGN	NEWZ	314904	8/20/1999	314904	8/18/2000
100	SARAH MICHAELS AND DESIGN	NEWZ	314905	8/20/1999	314905	8/18/2000
101	SARAH MICHAELS AND DESIGN	NEWZ	314906	8/20/1999	314906	8/18/2000
102	SARAH MICHAELS AND DESIGN	NEWZ	314907	8/20/1999	314907	8/18/2000
103	SARAH MICHAELS AND DESIGN	PHIL	4-1999-06188	8/23/1999		
104	SARAH MICHAELS AND DESIGN	SING		1/12/1995	617195	1/12/1995
105	SARAH MICHAELS AND DESIGN	SING	617095	7/7/1995	617095	7/7/1995
106	SARAH MICHAELS AND DESIGN	SPAI	74/620203	1/12/1995	1976359	7/12/1995
107	SARAH MICHAELS AND DESIGN	SPAI	75/620203	1/12/1995	1976358	7/12/1995
108	SARAH MICHAELS AND DESIGN	TAIW	84048914	9/29/1995	730429	10/10/1996

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	SARAH MICHAELS AND DESIGN	TAIW	84048915	9/29/1995	752136	3/16/1997
109						
110	SHEER BLISS	USA	76150320	10/20/2000		
	SHEER WONDERFUL	USA	76150316	10/20/2000		
111						
112	SHIMMER CHIC	USA	76259423	5/21/2001	2552516	3/26/2002
113	SILK CLEAN PIE	USA	76164558	11/14/2000		
114	SILK ME OVER	USA	76178014	12/11/2000	2552271	3/26/2002
	SILKEN TREASURE	USA	76178018	12/11/2000		
115						
	SMOOTH DAYS AHEAD	USA	76198373	1/24/2001		
116						
	SMOOTHER THAN LATER	USA	76150317	10/20/2000		
117						
118	SMOOTHERAPY	USA	76182011	12/18/2000		
	SOLAGE (STYLIZED)	USA	74355704	2/2/1993	1795048	9/28/1993
119						
120	SPRING DREAMS	USA	75671224	3/29/1999	2423874	2/13/2001
	STRAIGHT A HEAD	USA	76150318	10/20/2000		
121						
122	SUNLOCK	ARGE	2262636	10/28/1999		
123	SUNLOCK	MEXI	390421	9/2/1999	644755	9/29/2000
124	SUNLOCK	PUER	47141	10/26/1999	47141	10/26/1999
	THE SMOOTH FAIRY	USA	76182207	12/18/2000		
125						
	THE SWEETEST THING	USA	78071494	6/28/2001		
126						
	THE ULTIMATE BATH	CANA	1037893	11/30/1999		
127						
128	TOOTSIES	USA	75556193	9/18/1998		
	TRULY, MADLY, DEEPLY	USA	76186406	12/26/2000		
129						
130	PEACE MAKER	USA	78184143	11/12/2002		
131	PEACE OF HEAVEN	USA	78184259	11/12/2002		
132	VINO GLOW	USA	78180248	12/2/2002		
		USA	78101084	12/6/2002		
133	Barefoot Design Image	USA	78188207	12/31/2002		
134	PURE SOFT	USA	78199217	12/31/2002		
135	SHEERIOUSLY SOFT	USA	78189218	12/31/2002		
136	Deep Moisture Miracle	USA	78199222	12/31/2002		
137	DEAR BELLA	USA	78189225	12/31/2002		
138	PURE NECESSITY	USA	78189225	12/31/2002		

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312 6417114

P.09/12

1	SAN FRANCISCO SOAP COMPANY	United States	75/250,868	1997/03/03	2,227,143
2	SAN FRANCISCO SOAP COMPANY	Brazil	820,128,368	1997/07/15	
3	SAN FRANCISCO SOAP COMPANY	Indonesia	D97-16266	1997/08/06	431,236
4	SAN FRANCISCO SOAP COMPANY	Japan	9-17678	1997/02/24	4246833
5	SAN FRANCISCO SOAP COMPANY	Poland	Z-170390	1997/02/28	117,707
6	SAN FRANCISCO SOAP COMPANY (Internet Keyword)	Taiwan	(85)015440	1997/04/01	
7	BRIDGE	United States	75/506,445	1998/06/22	2,263,102
8	BRIDGE	United States	75/788,233	1999/08/30	2,366,408
9	FRUIT TEMPTATIONS	United States	75/565,953	1998/10/07	2,412,932
10	FRUIT TEMPTATIONS	Canada	1009434	1999/03/22	
11					

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REEL: 002774 FRAME: 0712

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312 6417114

P.10/12

12	FLORAL IMPRESSIONS	United States	75/565,952	1998/10/07	2,388,493	2000/09/19
13	FLORAL IMPRESSIONS	Australia	788,381	1999/03/15	788,381	1999/03/15
14	FLORAL IMPRESSIONS	Canada	1,009,435	1999/03/22	TMA 543,888	2001/04/18
15	SIMPLY BE WELL	United States	75/608,910	1998/12/21	2,384,115	2000/09/05
16	SIMPLY BE WELL	Australia	839384	2000/06/19	839384	2001/05/04
17	SIMPLY BE WELL	Canada	1,070,703	2000/08/09		
18	SIMPLY BE WELL	Poland	Z-221073	2000/07/10		
19	PURE IN A SCENTS	United States	76/080,878	2000/06/30	2,521,286	2001/12/18
20	SAN FRANCISCO SOAP COMPANY	Canada				
21	BODY/BODY	United States	75/420946	841535 4/8/1997 1/21/1998	2222794	2/9/1000

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312 6417114 P.11/12

FASMA LLC

Patents

Patent No.	Title	Issue date	Inventor
1	5,344,027 Merchandise Display System	9/8/1994	Mark Kaplan
2	Des. 298,716 Inflatable Bath Pillow	11/28/1988	Mark Kaplan
3	Des. 343,924 Sponge Brush	2/11/1994	Mark Kaplan
4	Des. 347,789 Transparent Package for Inflatable Pillow	8/14/1994	Mark Kaplan
5	Des. 362,179 Transparent Package for a Candle Holder	9/12/1995	Mark Kaplan
6	Des. 368,426 Package for Potpourri	4/2/1996	Mark Kaplan

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Fasma LLC

Internet Domain Name registrations

- 1 Sarahmichaels.com
- 2 Freemancosmetics.com
- 3 sfsoap.com
- 3 simplybewell.com
- 5 sanfransoap.com

TOTAL P.12

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REEL: 004120 FRAME: 0062

SCHEDULE B**EXCLUDED ASSETS**

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

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

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

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

Lot 1 - Freeman Brand

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

Lot 2 - Sarah Michaels Brand

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

Lot 3 - San Francisco Soap Brand

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

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DANNEN, CRANE

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FASMA, LLC

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

Line No.	Trademark Name	Country	App. No.	Reg. Date	Reg. No.	Reg. Date
1	A WASH COME TRUE	USA	76259401	5/21/2001	2547197	3/12/2002
2	ARE YOU GLISTENING	USA	76183401	12/18/2000		
3	AROMESSENTIALS	USA	74128592	1/7/1991	1698262	6/30/1992
4	AROMESSENTIALS	USA	75730650	6/16/1999	2336161	3/28/2000
5	AROMESSENTIALS	PERU	94988	11/11/1999	63892	3/29/2000
6	AWAY WE GLOW	USA	76179400	12/13/2000		
7	BARE FOOT	USA	74666263	4/27/1995	1981825	7/21/996
8	BARE FOOT & DESIGN	USA	75714286	5/24/1999		
9	BEAUTIFUL BATH	USA	74385411	5/3/1993	1845369	7/19/1994
10	BEAUTIFUL HAIR BOTANICALS	USA	75559906	9/28/1998	2419751	1/9/2001
11	BEAUTIFUL HAIR BOTANICALS	MEXI	375387	5/14/1999	613978	5/14/1999
12	BUBBLE YOUR PLEASURE	USA	78071490	6/28/2001		
13	BUTTER YOU UP	USA	78071491	6/28/2001		
14	DEEP IMPACT	USA	76222424	3/12/2001		
15	DEEPEST DESIRE	USA	76178015	12/11/2000		
16	DEEPLY RELIEVED	USA	76152252	10/23/2000		
17	FOR HEAVEN'S SILK	USA	76223606	3/13/2001		
18	FREEMAN	USA	73820227	8/21/1989	1614557	9/25/1990
19	FREEMAN	ATRA	AM7197/93	11/19/1998	180629	2/19/1999
20	FREEMAN	BAHA	22695	5/16/2000		

SCHEDULE B - NO. 21

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21	FREEMAN	BULG	44038	12/15/1998	35856	6/6/1999
22	FREEMAN	CANA	644870	11/14/1989	450939	12/1/1995
23	FREEMAN	VIET	42121	6/15/1999	35481	11/21/2000
	FREEMAN & DESIGN	NBWZ	221724	9/24/1992	B221724	9/24/1992
24	FREEMAN & NEW	USA	75230663	1/24/1997	2197110	10/20/1998
25	DESIGN					
	FREEMAN & NEW	ASTL	751825	12/24/1997	751825	2/19/1999
26	DESIGN					
	FREEMAN & NEW	HOND	455498	4/6/1998		
27	DESIGN					
	FREEMAN & NEW	HONG	1494/1998	2/9/1998	11783/2000	2/9/1998
28	DESIGN					
	FREEMAN (Chinese characters)	CHIN	724581	1/14/1995		
29	FREEMAN (WORD)	BRAZ	816579881	2/21/1992	816579881	5/17/1994
30	FREEMAN (WORD)	CHIL	397597		397597	6/7/1992
31	FREEMAN (WORD)	ESTO	9802671	11/9/1998	31156	5/23/2000
32	FREEMAN (WORD)	FRAN	95/598485	11/21/1995	95/598485	11/21/1995
33	FREEMAN (WORD)	GERM	39862400	10/29/1998	39862400	10/29/1998
34	FREEMAN (WORD)	HONG	94/10174	9/7/1994	B05321	9/1/1994
35	FREEMAN (WORD)	HUNG	M9804669	11/12/1998	157529	9/8/1999
36	FREEMAN (WORD)	INDI	689210	12/4/1995		
37	FREEMAN (WORD)	IREL	211100	10/30/1998	211100	10/30/1998
38			(427598)			
39	FREEMAN (WORD)	ITAL	M198011038	11/12/1998		11/12/1998
40	FREEMAN (WORD)	LITH	98/3620	11/12/1998	38058	4/12/2000
41	FREEMAN (WORD)	MXI	78264	12/22/1989	385070	10/15/1990
42	FREEMAN (WORD)	NORW	199810214	11/10/1998	202117	3/23/2000
43	FREEMAN (WORD)	PANA	55891	2/25/1991	55891	4/3/1992
44	FREEMAN (WORD)	PERU	94989	11/11/1999	61476	2/28/2000
45	FREEMAN (WORD)	PORT	334143	12/16/1998	334143	6/7/1999
46						

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47	FREEMAN (WORD)	PUER		12/15/1998	44319	12/19/1998
48	FREEMAN (WORD)	ROMA	52775	11/26/1998	37308	11/26/1998
49	FREEMAN (WORD)	RUSS	99704499	3/30/1999		
50	FREEMAN (WORD)	SAFR				
51	FREEMAN (WORD)	SWED	98/08478	11/13/1998	348448	9/7/2001
52	FREEMAN (WORD)	TAIW	79-13909	4/3/1990	539551	11/1/1991
53	FREEMAN (WORD)	TAIW	79-13910	4/3/1990	528259	7/16/1991
54	FREEMAN (WORD)	THAI	203612	6/21/1990	148043	6/21/1990
55	FREEMAN (WORD)	TURK	6/16/1995		161423	6/16/1995
56	FREEMAN AND NEW DESIGN	JAPA	1/21/1998		4249870	3/12/1999
57	FREEMAN AND NEW DESIGN	MACE	220000036	1/21/2000		
58	FREEMAN AND NEW DESIGN	VIET	42454	7/15/1999	37573	6/20/2001
59	FREEMAN BEAUTIFUL SKIN	USA	74478120	1/10/1994	1872177	1/10/1995
60	FRESH IDEA	USA	76207461	2/9/2001		
61	FU-FU FOAM	USA	76259400	5/21/2001		
62	GET SHEERIOUS	USA	76179402	12/13/2000		
63	GET UP AND GLOW	USA	76151112	4/3/2001		
64	GLISTEN CLEARLY	USA	76179326	12/13/2000		
65	GLISTEN TO THIS	USA	76182208	12/18/2000		
66	GLOW BARE	USA	76209653	2/14/2001		
67	GLOW GET IT	USA	76150301	10/20/2000		
68	GLOWING PLACES	USA	76150319	10/20/2000		
69	GOTTA GLOW	USA	76223607	3/13/2001		
70	IN THE THICK OF IT	USA	76151113	10/23/2000		
71	JUST DANDY	USA	78071492	6/28/2001		
72	MIGHTY FINE SHINE	USA	76150439	10/20/2000		
73	MORNING SHEER	USA	76179403	12/13/2000		

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	OOH LA LOOFAH	USA	76259424	5/21/2001	2552517	3/26/2002
74						
75	PAPAYA SILK	USA	75560452	9/28/1998	2319889	2/15/2000
76	PAPAYA SILK	MEXI	375386	5/14/1999	613977	5/14/1999
77	PEACE AT HAND	USA	76183305	12/19/2000		
78	PEACE TREATY	USA	76151111	10/23/2000		
	PURE ISLAND	USA	75560450	9/28/1998	2333871	3/21/2000
79	PAPAYA					
	SARAH MICHAELS AND DESIGN	USA	74091555	8/27/1990	1730536	11/10/1992
80						
	SARAH MICHAELS AND DESIGN	USA	74620203	1/12/1995	1963024	3/19/1996
81						
	SARAH MICHAELS AND DESIGN	ASTL	667867	7/26/1995	667867	4/24/1998
82						
	SARAH MICHAELS AND DESIGN	ASTL	667868	7/26/1995	667868	4/24/1998
83						
	SARAH MICHAELS AND DESIGN	BENE	850238	7/1/1996	579159	6/19/1995
84						
	SARAH MICHAELS AND DESIGN	CANA	677865	3/13/1991	TMA403966	10/23/1992
85						
	SARAH MICHAELS AND DESIGN	CHIN	95087805	7/11/1995	972587	4/7/1997
86						
	SARAH MICHAELS AND DESIGN	CHIN	95087806	7/11/1995	980190	4/14/1997
87						
	SARAH MICHAELS AND DESIGN	DREP	105314	7/15/1999		
88						
	SARAH MICHAELS AND DESIGN	FRAN	95576299	6/6/1995	95576229	4/26/1996
89						
	SARAH MICHAELS AND DESIGN	GBRI	2024863	6/22/1995	2024863	6/22/1995
90						
	SARAH MICHAELS AND DESIGN	GERM	395257417	6/21/1995	395257417	4/12/1996
91						
	SARAH MICHAELS AND DESIGN	HONG	9510073	8/15/1995	11441/1997	11/21/1997
92						

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 DANNEN, CRANE

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 312 6417114 P.07/12

93	SARAH MICHAELS AND DESIGN	HONG	95/10074	8/15/1995	11412/1997	11/21/1997
	SARAH MICHAELS AND DESIGN	ITAL	6260	6/16/1995	723060	10/13/1997
94	SARAH MICHAELS AND DESIGN	JAPA	068435/1995	7/5/1995	4177081	8/14/1998
95	SARAH MICHAELS AND DESIGN	JAPA	068445/1995	7/5/1995	4243870	2/26/1999
96	SARAH MICHAELS AND DESIGN	MEXI	243260	9/15/1995	521922	6/16/1996
97	SARAH MICHAELS AND DESIGN	MEXI	243261	9/15/1995	505385	6/16/1996
98	SARAH MICHAELS AND DESIGN	NEWZ	314904	8/20/1999	314904	8/18/2000
99	SARAH MICHAELS AND DESIGN	NEWZ	314905	8/20/1999	314905	8/18/2000
100	SARAH MICHAELS AND DESIGN	NEWZ	314906	8/20/1999	314906	8/18/2000
101	SARAH MICHAELS AND DESIGN	NEWZ	314907	8/20/1999	314907	8/18/2000
102	SARAH MICHAELS AND DESIGN	PHIL	4-1999-06188	8/23/1999		
103	SARAH MICHAELS AND DESIGN	SING		1/12/1995	617195	1/12/1995
104	SARAH MICHAELS AND DESIGN	SING	617095	7/7/1995	617095	7/7/1995
105	SARAH MICHAELS AND DESIGN	SPAI	74/620203	1/12/1995	1976359	7/12/1995
106	SARAH MICHAELS AND DESIGN	SPAI	75/620203	1/12/1995	1976358	7/12/1995
107	SARAH MICHAELS AND DESIGN	TAIW	84048914	9/29/1995	730429	10/10/1996
108						

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	SARAH MICHAELS AND DESIGN	TAIW	84048915	9/29/1995	752136	3/16/1997
109	SHEER BLISS	USA	76150320	10/20/2000		
110	SHEER WONDERFUL	USA	76150316	10/20/2000		
111						
112	SHUMMER CHIC	USA	76259423	5/21/2001	2532516	3/26/2002
113	SILK CLEAN PIE	USA	76164558	11/14/2000		
114	SILK ME OVER	USA	76178014	12/11/2000	2532271	3/26/2002
	SILKEN TREASURE	USA	76178018	12/11/2000		
115						
116	SMOOTH DAYS AHEAD	USA	76198373	1/24/2001		
117	SMOOTHER THAN LATER	USA	76150317	10/20/2000		
118	SMOOTHERY	USA	76182011	12/18/2000		
	SOLAGE (STYLIZED)	USA	74355704	2/2/1993	1795048	9/28/1993
119						
120	SPRING DREAMS	USA	75671224	3/29/1999	2423874	2/13/2001
	STRAIGHT A HEAD	USA	76150318	10/20/2000		
121						
122	SUNLOCK	ARGE	2262636	10/28/1999		
123	SUNLOCK	MEXI	390421	9/2/1999	644755	9/29/2000
124	SUNLOCK	PUER	47141	10/26/1999	47141	10/26/1999
	THE SMOOTH FAIRY	USA	76182207	12/18/2000		
125						
126	THE SWEETEST THING	USA	78071494	6/28/2001		
	THE ULTIMATE BATH	CANA	1037893	11/30/1999		
127						
128	TOOTSIES	USA	75556193	9/18/1998		
	TRULY, MADLY, DEEPLY	USA	76186406	12/26/2000		
129						
130	PEACE MAKER	USA	78184143	11/12/2002		
131	PEACE OF HEAVEN	USA	78184259	11/12/2002		
132	VINO GLOW	USA	78180248	12/2/2002		
133	Barafoot Design Image	USA	78181864	12/6/2002		
134	PURE SOFT	USA	78189207	12/31/2002		
135	SHEERIOUSLY SOFT	USA	78199212	12/31/2002		
136	Deep Moisture Miracle	USA	78199218	12/31/2002		
137	DEAR BELLA	USA	78199222	12/31/2002		
138	PURE NECESSITY	USA	78199225	12/31/2002		

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

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12	FLORAL IMPRESSIONS	United States	75/565,952	1998/10/07	2,388,493	2000/09/19
13	FLORAL IMPRESSIONS	Australia	788,381	1999/03/15	788,381	1999/03/15
14	FLORAL IMPRESSIONS	Canada	1,009,435	1999/03/22	TMA 543,808	2001/04/18
15	SIMPLY BE WELL	United States	75/608,910	1998/12/21	2,384,115	2000/09/05
16	SIMPLY BE WELL	Australia	839384	2000/06/19	839384	2001/05/04
17	SIMPLY BE WELL	Canada	1,070,703	2000/08/09		
18	SIMPLY BE WELL	Poland	Z-221073	2000/07/10		
19	PURE IN A SCENTS	United States	76/080,878	2000/06/30	2,521,286	2001/12/18
20	SAN FRANCISCO SOAP COMPANY	Canada				
21	BODY/BODY	United States	75/420946	1/21/1998	2222794	2/9/1999

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DANNEN, CRANE

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FASMA LLC

Patents

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

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Fasma LLC

Internet Domain Name registrations

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

TOTAL P.12

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9/11/2003

AR Summary 9-5-03

Sarah Michaels, LLC

Number	Name	Balance	Opair	Current	31-60	61-90	91-120	Over 120	
40387	Kmart Corporation	\$ 902,579	\$ (53)		\$ 42,954	\$ 190,909	\$ 63,180	\$ 902,672	
41419	Rite Aid Corporation	\$ 598,467	\$ (1,000)		\$ 170,386	\$ 12,414	\$ 11,029	\$ 270,425	
32811	Target	\$ 463,876	\$ 283,493		\$ 403,231	\$ 16,808	\$ 41,185	\$ 16,352	
32830	Walmart Stores	\$ 482,434	\$ 403,231		\$ 21,519	\$ 54,641	\$ 55,788	\$ 23,914	
86705	Member Drug	\$ 197,051	\$ 14,089		\$ 32,246	\$ 39,465	\$ 32,965	\$ 11,332	
165841	Adidas	\$ 124,365	\$ 14,089		\$ 65,231	\$ 7,258	\$ 5,099	\$ 108,141	
181041	Wal-Mart	\$ 123,823	\$ 58,593		\$ 40,650	\$ 1,166			
155884	Rite Aid Distributors	\$ 120,499	\$ 68,909		\$ 51,411	\$ 52,138			
206743	Wal-Mart	\$ 103,518	\$ 13,283		\$ 11,814	\$ 42,350	\$ 27,801	\$ 6,261	
181067	Wal-Mart	\$ 101,610	\$ 13,283		\$ 11,814	\$ 42,350	\$ 27,801	\$ 6,261	
41581	Super Market	\$ 94,441	\$ -		\$ -	\$ -	\$ -	\$ 94,441	
42706	Walgreens	\$ 46,910	\$ -		\$ -	\$ -	\$ -	\$ 46,910	
181098	Wal-Mart	\$ 46,503	\$ -		\$ -	\$ -	\$ -	\$ 46,503	
165761	Sales & Merch Prod, Inc	\$ 41,167	\$ 23,215		\$ 17,201	\$ 323	\$ -	\$ 447	
42497	Ultra	\$ 41,162	\$ 1,836		\$ 8,151	\$ 3,269	\$ 17,794	\$ 10,132	
33287	Benjen Brunswick Corp.	\$ 39,182	\$ -		\$ -	\$ -	\$ -	\$ 39,182	
162691	99 Cent Only Stores	\$ 38,672	\$ 38,672		\$ -	\$ -	\$ -	\$ -	
181201	Wal-Mart	\$ 36,864	\$ 36,864		\$ -	\$ -	\$ -	\$ -	
42884	Walgreen General Merchand	\$ 34,372	\$ (4)		\$ -	\$ 7,206	\$ -	\$ 34,376	
215683	Shower Bath Plus	\$ 32,054	\$ 16,016		\$ 8,652	\$ 7,206	\$ -	\$ 20	
181223	Wal-Mart	\$ 30,448	\$ -		\$ -	\$ -	\$ -	\$ 30,448	
208469	BSP MARKETING, INC.	\$ 30,392	\$ -		\$ -	\$ 30,392	\$ -	\$ -	
181139	Wal-Mart	\$ 29,471	\$ -		\$ 6,282	\$ 20,959	\$ 1,661	\$ 569	
129066	H.E. Butt Stores	\$ 28,490	\$ -		\$ 28,490	\$ -	\$ -	\$ -	
181091	S. Pinski Dry Ltd.	\$ 28,301	\$ -		\$ -	\$ -	\$ -	\$ 28,301	
181788	Patmark	\$ 27,955	\$ -		\$ -	\$ -	\$ -	\$ 27,955	
20237	Wal-Mart	\$ 26,765	\$ -		\$ -	\$ -	\$ -	\$ 26,765	
166841	Sally Beauty Company	\$ 26,506	\$ 10,403		\$ 6,354	\$ 2,803	\$ -	\$ 26,556	
41088	Retail Service Associates	\$ 26,369	\$ -		\$ 3,767	\$ 14,227	\$ -	\$ 6,354	
181227	Wal-Mart	\$ 26,367	\$ -		\$ 2,282	\$ 13,687	\$ -	\$ 9,669	
37971	AHOLD	\$ 25,070	\$ -		\$ 25,070	\$ -	\$ -	\$ -	
181219	Wal-Mart	\$ 23,962	\$ -		\$ -	\$ -	\$ -	\$ 23,962	
210666	BUGSHAN ESTABLISHMENT**	\$ 21,299	\$ -		\$ 146	\$ 7,330	\$ -	\$ 13,824	
208324	Neron Marketing Pte. Ltd. **	\$ 21,117	\$ -		\$ 20,982	\$ -	\$ 135	\$ -	
203174	Veier d.o.o. **	\$ 18,940	\$ 14,410		\$ -	\$ -	\$ -	\$ 4,530	
181340	Brandworks, Inc	\$ 18,660	\$ 18,660		\$ -	\$ -	\$ -	\$ -	
191679	Pacific International Trad**	\$ 18,093	\$ 5,441		\$ 2,291	\$ 5,064	\$ 2,632	\$ 2,675	
40213	Hannaford Retail Service	\$ 14,900	\$ 14,900		\$ -	\$ -	\$ -	\$ -	
41339	Publix Supermarkets	\$ 12,635	\$ 9,952		\$ 2,686	\$ -	\$ -	\$ 92	
40475	Longs Drug	\$ 12,163	\$ -		\$ 7,864	\$ 4,480	\$ -	\$ -	
181205	Beesoon Corporation **	\$ 11,858	\$ -		\$ 4,901	\$ 6,797	\$ -	\$ -	
206598	Koverlo	\$ 11,268	\$ -		\$ 1,404	\$ -	\$ -	\$ 9,463	
38239	Discount Drug Mart	\$ 10,799	\$ 10,799		\$ -	\$ -	\$ -	\$ -	
182764	GLU Industrial Company LI	\$ 10,453	\$ -		\$ -	\$ -	\$ -	\$ 10,453	
40344	Imperial Distributors	\$ 10,264	\$ 2,540		\$ 4,767	\$ 1,676	\$ -	\$ 1,280	
38383	Brooks Drugs	\$ 9,755	\$ -		\$ -	\$ -	\$ -	\$ 9,489	
40740	Millbrook Dist. Service	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	

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AR Summary 9-5-03

Sarah Michaels, LLC

Number	Name	Balance Open	Current	31-60	61-90	91-120	Over 120
40846	Meier, Inc.	\$ 8,874	\$ 3,548	\$ 1,246	\$ 4,080		
41574	Shops Stores, Inc.	\$ 8,711	\$ 4,854	\$ 3,817			
155888	Schnuck Markets, Inc.	\$ 8,384	\$ 1,444	\$ 3,628	\$ 562	\$ 1,181	\$ 1,570
207520	BMK, INC.	\$ 8,370	\$ 7,968				\$ 802
41224	Peysco's	\$ 7,550			\$ 1,519		\$ 7,550
37938	Acartes Head Quarters	\$ 7,514	\$ 5,586				
181171	Sabre Corporation Ply Ltd**	\$ 7,410		\$ 7,410			
210188	AWARD SERVICE	\$ 7,292	\$ 6,150	\$ 1,142			
181649	Si-Lo Distributors, Ltd.	\$ 6,543	\$ 3,679	\$ 2,663			
155707	Heinen's Inc.	\$ 6,207		\$ 5,679	\$ 98	\$ 431	
180401	Merchents Distributors	\$ 5,981	\$ 1,034	\$ 4,527			
41136	Pamela, Inc.	\$ 5,218	\$ 5,219				
38280	Duane Reade Inc.	\$ 4,918	\$ 4,918				
146721	OK Grocery Co/Giant Eagle	\$ 4,526	\$ 3,593	\$ 1,246			
208336	Nisvaco	\$ 4,145		\$ 4,145			\$ 4,081
41110	Penn Traffic Co. Big Bear	\$ 4,091		\$ 557	\$ 252		\$ 3,255
153040	McKesson Drug	\$ 4,064		\$ 245	\$ 754	\$ 893	\$ 2,145
222957	Amersources/Berghen	\$ 4,037		\$ 1,481			\$ 1,816
156734	Stater Bros. Markets	\$ 3,422	\$ 1,606				
184887	Druggions.com	\$ 3,221	\$ 1,731	\$ 1,481			
172769	B & M Discount Wholesale	\$ 3,187	\$ 3,187				
187206	Select Sales Inc.	\$ 3,068	\$ 3,068				
180606	Pride Trading**	\$ 2,786		\$ 2,786			
40854	Fred Meyers	\$ 2,709	\$ 2,709				
	Drug Emporium	\$ 2,644	\$ 1,729	\$ 965		\$ 916	\$ 1,570
180846	Tau Am Associates LIJ**	\$ 2,556		\$ 2,556			\$ 2,553
176141	V.S. Distributors	\$ 2,553		\$ 2,553			
174385	Flamingo Discount Sales	\$ 2,340		\$ 2,340			
42614	V.F. Grace, Inc.(Anchorage)	\$ 2,109	\$ 2,109				
210201	PRESTIGE SERVICE INC.	\$ 1,891	\$ 1,891				
42676	Walgreen	\$ 1,688	\$ 1,206	\$ 392			\$ 1,483
207044	Desona International*	\$ 1,483		\$ 1,442			\$ 874
178221	Atlantic City Beauty Supply	\$ 1,442		\$ 442			\$ 1,271
177009	Prestige Beauty Supply	\$ 1,418					
178271	Via Life #2	\$ 1,271					
38033	Associated Food Stores, In	\$ 1,204	\$ 1,204				
38917	Harris Teeter	\$ 1,102	\$ 1,102				
38908	Hamon Stores	\$ 1,089	\$ 1,089				\$ 1,043
42882	Wasatch Services And Supply	\$ 1,043					\$ 578
42805	Wegman's	\$ 1,013	\$ 1,013				
184858	Imperial Distributors	\$ 978					
38255	Drug Barn - Sunnyvale	\$ 844		\$ 844			
38594	Unifrac Western Grocers	\$ 614	\$ 814				
177914	URM Stores Inc	\$ 641	\$ 641				\$ 635
175804	Norwalk Beauty Supply	\$ 635		\$ 256	\$ 365		
41215	Price-less Drug Store #2	\$ 620	\$ 586				
167708	Super Valu Northeast/GMD #1	\$ 586	\$ 586				

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AR Summary 9-5-03

Sarah Michaels, LLC

Number	Name	Balance Open	Current	31-50	61-90	91-120	Over 120
22211	Milton Neil Supply	\$ 582					\$ 582
22217	INTERNATIONAL ACCESS**	\$ 532	\$ 532				
143423	Safeway Inc.	\$ 511					\$ 511
204417	Yosemite Save Mart (Bill T	\$ 509	\$ 509				
147619	Blk Carrolton #1	\$ 447			\$ 447		
203508	Frankel & Frankel	\$ 384	\$ 384				
222391	Metro Beauty Center	\$ 343	\$ 343				
41304	Prose-math School Phann	\$ 325	\$ 325				
207204	ISLAND NATURAL INC.	\$ 304	\$ 304				\$ 288
40432	Kurwey Drug, Inc.	\$ 288					
207394	THE PERFUMERY & GIFT SHOP	\$ 283	\$ 283				\$ 272
222738	BEDROCK MUSIC	\$ 272					\$ 253
190971	C & C Distributions Of OK	\$ 221	\$ 221				
38404	Buildington Drug Co.	\$ 180	\$ 180				
207305	CONSUMER LINK	\$ 4	\$ 4				
202251	Breeze Trading**	\$ (4,497)	\$ (6,797)	\$ 1,553		\$ 741	
204468	Warm Oude						
		\$ 4,724,587	\$ 1,141,843	\$ 660,237	\$ 458,092	\$ 311,762	\$ 1,845,662
	Check	\$ 1,640,623	\$ 187,824	\$ 125,336	\$ 92,127	\$ 29,951	\$ 1,201,392

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HILCO TRADING CO

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Exhibit A

TRADEMARK
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