

TRADEMARK ASSIGNMENT

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., AS COLLATERAL AGENT		04/08/2011	NATIONAL BANKING ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA

Name:	SEXY HAIR CONCEPTS, LLC
Street Address:	21551 PRAIRIE STREET
City:	CHATSWORTH
State/Country:	CALIFORNIA
Postal Code:	91311
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3247540	HEALTHY SEXY
Registration Number:	2935449	FRESH CONCEPTS
Registration Number:	2634449	AERO TAN
Registration Number:	3539680	BIGSEXYHAIR
Registration Number:	3457615	COLOR ME SEXY
Registration Number:	2530633	CURL POWER
Registration Number:	1866675	ECOLY
Registration Number:	3303839	HOT ROD
Registration Number:	2553996	HOT SEXY HIGHLIGHTS
Registration Number:	3036101	LIQUID ART
Registration Number:	2636664	SEXSYMBOL
Registration Number:	3927766	SEXY
Registration Number:	3478939	SEXY

CH \$515.00 3247540

Registration Number:	3441169	SEXY BLONDES
Registration Number:	2403396	SEXY HAIR
Serial Number:	77119862	SEXY SKIN
Registration Number:	3247541	SHORT SEXY
Registration Number:	3372755	SPRAY & PLAY
Registration Number:	3371913	STRONGSEXYHAIR
Registration Number:	3120069	TRIBES OF STYLE

CORRESPONDENCE DATA

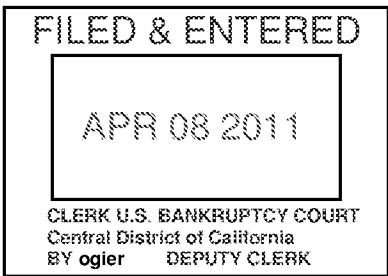
Fax Number: (617)235-9493
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Correspondent Name: Matthew E. Black
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Address Line 2: ROPES & GRAY LLP
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ATTORNEY DOCKET NUMBER:	SGGP-059-001
NAME OF SUBMITTER:	Matthew E. Black
Signature:	/Matthew E Black/
Date:	09/07/2011

Total Attachments: 41

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8 Attorneys for Debtors and Debtors in Possession

10 **UNITED STATES BANKRUPTCY COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **SAN FERNANDO VALLEY DIVISION**

13 In re:
14 ECOLY INTERNATIONAL, INC., a California
15 Corporation, SEXY HAIR CONCEPTS, LLC, a
16 California limited liability company, and LUXE
17 BEAUTY MIDCO CORPORATION, a Delaware
18 corporation,
19 Debtors and Debtors-in-Possession.

Case No.: 1:10-bk-25919-GM
Chapter 11
(Jointly Administered with Case Nos.: 1:10-bk-25922-GM, 1:10-bk-25921-GM)

**FINDINGS OF FACT, CONCLUSIONS OF
LAW, AND ORDER CONFIRMING FIRST
AMENDED PLAN OF
REORGANIZATION, AS MODIFIED,
PURSUANT TO CHAPTER 11 OF THE
BANKRUPTCY CODE FOR SEXY HAIR
CONCEPTS LLC, DATED AS OF APRIL
2, 2011**

Check One or More as Appropriate:
Affects All Debtors:
Affects Ecoly International Inc. only:
24 Affects Sexy Hair Concepts, LLC only:
25 Affects Luxe Beauty Midco Corporation only:

Confirmation Hearing
Date: April 4, 2011
Time: 9:00 a.m.
Place: Courtroom 303
21041 Burbank Blvd.
Woodland Hills, CA 91367

26
27 WHEREAS Sexy Hair Concepts, LLC (the “Debtor”), as debtor and debtor in possession
28 in the above-referenced cases, has proposed and filed with the United States Bankruptcy Court for the



1 Central District of California (the “Court”) (A) the First Amended Plan Of Reorganization, as Modified,
2 Pursuant To Chapter 11 Of The Bankruptcy Code For Sexy Hair Concepts, LLC, Dated as of March
3 April 2, 2011 (as amended, the “Plan”), (Dkt. No. 262), and that certain supplement to the Plan, filed
4 with the Court on March 25, 2011 (as the documents contained therein have been or may be further
5 amended or supplemented, the “Plan Supplement”) (Dkt. No. 224) and (B) the Disclosure Statement For
6 First Amended Plan Of Reorganization Pursuant To Chapter 11 Of The Bankruptcy Code For Sexy Hair
7 Concepts, LLC, Dated as of February 28, 2011 (the “Disclosure Statement”), (Dkt. No. 163); and

8 WHEREAS the Court entered the Order Approving Disclosure Statement and
9 Solicitation, Voting, and Confirmation Procedures (the “Disclosure Statement and Solicitation
10 Procedures Order”) (Dkt. No. 177) (A) approving, among other things, (i) the Disclosure Statement, (ii)
11 certain specified solicitation, voting, and confirmation procedures concerning the Disclosure Statement
12 and the Debtor’s Plan, (iii) the ballots for voting on the Plan (the “Ballots”), annexed to the Motion Of
13 The Debtor For Order Approving Disclosure Statement And Solicitation, Voting, And Confirmation
14 Procedures (Dkt. No. 12) as Exhibit 3, and (iv) the notice of a hearing to consider confirmation of the
15 Plan (the “Confirmation Hearing”) and (B) scheduling the Confirmation Hearing; and

16 WHEREAS, certain modifications were made to the Plan, relating to the corporate form
17 of the Reorganized Debtor, the administration of the Plan Trust, and the treatment of Intercompany
18 Contracts; and

19 WHEREAS the Ballots have been duly transmitted to voting holders of Claims¹ in
20 compliance with the procedures (the “Solicitation Procedures”) set forth in the Voting Certification (as
21 defined below); and

22 WHEREAS due notice of the Confirmation Hearing has been given to holders of Claims
23 against the Debtor and other parties in interest in compliance with title 11 of the United States Code (the
24 “Bankruptcy Code”), the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Local Rules
25 of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Central District of
26 California (the “Local Rules”), and the Disclosure Statement and Solicitation Procedures Order, as
27 established by (i) the Declaration of Travis K. Vandell of Kurtzman Carson Consultants LLC (“KCC”),

28 ¹ Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Plan. The rules of
construction in section 102 of the Bankruptcy Code shall apply to this Order.

1 sworn to and filed with the Court on March 31, 2011 (the "Voting Certification") (Dkt. No. 255), and
2 (ii) the affidavits of service filed with the Court, including the Affidavit of Service of Travis K. Vandell
3 of KCC, regarding the Notice of Plan Confirmation Hearing (Dkt. No. 218) (the "Notice Affidavit");
4 and

5 WHEREAS such notice is sufficient under the circumstances and no further notice is
6 required; and

7 NOW, THEREFORE, based on the Court's consideration of the entire record of the
8 Chapter 11 Case and the Confirmation Hearing, including (A) the Disclosure Statement, the Plan, and
9 the Voting Certification, (B) the Debtor's memorandum of law in support of confirmation of the Plan
10 (the "Confirmation Brief"), (C) the Declarations of (i) T. Scott Avila, (ii) Michael Frow, (iii) John G.
11 Ball, and (iv) Marilyn Sylvestre, each dated March 31, 2011 and filed in support of confirmation of the
12 Plan, (together, the "Confirmation Declarations"), (D) the Notice Affidavit, and (E) all formal and
13 informal objections to the confirmation of the Plan having been resolved or overruled; on the arguments
14 of counsel and the evidence presented at the Confirmation Hearing; the Court having found and
15 determined the Plan should be confirmed as reflected by the Court's rulings made herein and at the
16 Confirmation Hearing; and after due deliberation and sufficient cause appearing therefor, the Court
17 hereby FINDS, DETERMINES, AND CONCLUDES that:

18 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

19 A. Findings and Conclusions. The findings and conclusions set forth herein and in
20 the record of the Confirmation Hearing constitute the Court's findings of fact and conclusions of law
21 pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy
22 Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law,
23 they are adopted as such. To the extent any of the following conclusions of law constitute findings of
24 fact, they are adopted as such.

25 B. Jurisdiction, Venue, Core Proceeding (28 U.S.C. §§ 157(b)(2), 1334(a)). The
26 Court has jurisdiction over the Chapter 11 Case pursuant to 28 U.S.C. § 1334. Confirmation of the Plan
27 is a core proceeding pursuant to 28 U.S.C. § 157(b) and this Court has jurisdiction to enter a final order
28 with respect thereto. The Debtor is an eligible debtor under section 109 of the Bankruptcy Code. Venue

1 is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Debtor is a plan proponent in
2 accordance with section 1121(a) of the Bankruptcy Code.

3 C. Chapter 11 Petition. On December 21, 2010 (the “Commencement Date”), the
4 Debtor commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code. The
5 Debtor is authorized to continue to operate its business and manage its property as debtor in possession
6 pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been
7 appointed pursuant to section 1104 of the Bankruptcy Code. On January 5, 2011, a statutory committee
8 of unsecured creditors (the “Creditors’ Committee”) was appointed pursuant to section 1102(a) of the
9 Bankruptcy Code. Further, in accordance with an order of this Court dated December 28, 2010 (Dkt.
10 No. 15), the Chapter 11 Case and the Debtor’s affiliates’ chapter 11 cases are being jointly administered
11 for procedural purposes only pursuant to Bankruptcy Rule 1015(b).

12 D. Judicial Notice. The Court takes judicial notice of the dockets of the of the
13 above-captioned debtors’ chapter 11 cases, including the Chapter 11 Case, maintained by the Clerk of
14 the Court, including all pleadings and other documents filed, all orders entered, and all evidence and
15 arguments made, proffered, or adduced at the hearings held before the Court during the pendency of
16 such chapter 11 cases, including the Chapter 11 Case.

17 E. Burden of Proof. The Debtor has the burden of proving the elements of sections
18 1129(a) and (b) of the Bankruptcy Code by a preponderance of the evidence. The Debtor has met such
19 burden.

20 F. Voting. As evidenced by the Voting Certification, votes to accept or reject the
21 Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the
22 Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable nonbankruptcy law.

23 G. Solicitation. The Plan, the Disclosure Statement, the Ballots, and the notice of the
24 Confirmation Hearing were transmitted and served in compliance with the Bankruptcy Rules, including
25 Bankruptcy Rules 3017 and 3018, the Local Rules, and the Disclosure Statement and Solicitation
26 Procedures Order. The forms of the Ballots adequately addressed the particular needs of the Chapter 11
27 Case and were appropriate for holders of Senior Secured Lender Claims (Class A-1) and General
28 Unsecured Claims (Class D) — the Classes of Claims entitled to vote to accept or reject the Plan. The
period during which the Debtor solicited acceptances to accept or reject the Plan was reasonable in the

1 circumstances of this Chapter 11 Case and enabled holders of Claims to make an informed decision to
2 accept or reject the Plan. The Debtor was not required to solicit votes from the holders of Other Secured
3 Claims (Class A-2), Priority Non-Tax Claims (Class B), and Trade Claims (Class C) because such
4 classes are Unimpaired under the Plan. The Debtor also was not required to solicit votes from the
5 holders of Old Equity Interests (Class E) as this Class receives no recovery under the Plan and is deemed
6 to reject the Plan. As described in and as evidenced by the Voting Certification and the Notice
7 Affidavit, the transmittal and service of the Plan, the Disclosure Statement, the Ballots, and the notice of
8 the Confirmation Hearing, (all of the foregoing, the "Solicitation") was timely, adequate, and sufficient
9 under the circumstances. The Solicitation of votes to accept or reject the Plan complied with the
10 Solicitation Procedures, was appropriate and satisfactory based on the circumstances of the Chapter 11
11 Case, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the
12 Local Rules, and any other applicable rules, laws, and regulations. In connection therewith, the Debtor
13 and any and all of its affiliates, members, managers, shareholders, partners, employees, attorneys and
14 advisors are entitled to the protection of section 1125(e) of the Bankruptcy Code.

15 H. Notice. As is evidenced by the Voting Certification and the Notice Affidavits, the
16 transmittal and service of the Plan, the Disclosure Statement, and the Ballots were adequate and
17 sufficient under the circumstances, and all parties required to be given notice of the Confirmation
18 Hearing (including the deadline for filing and serving objections to confirmation of the Plan) have been
19 given due, proper, timely, and adequate notice in accordance with the Scheduling Order and in
20 compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable
21 nonbankruptcy law, and such parties have had an opportunity to appear and be heard with respect
22 thereto. The modifications to the Plan are not material and do not adversely affect any party in interest.
23 No other or further notice is required.

24 I. Settlement. In consideration of the classification, distribution, resolution, and
25 other benefits provided under the Plan, the provisions of the Plan constitute a reasonable, good-faith
26 compromise under Bankruptcy Rule 9019.

27 J. Class Action Certification. The Class Action fulfills the class certification
28 prerequisites listed under Rule 23 of the Federal Rules of Civil Procedure and Bankruptcy Rule 7023.

1 K. Plan Supplement. On March 25, 2011, the Debtor filed the Plan Supplement. All
2 materials included in the Plan Supplement comply with the terms of the Plan, and the filing and notice
3 of such documents is good and proper in accordance with the Bankruptcy Code, the Bankruptcy Rules,
4 and the Local Rules and no other or further notice is or shall be required.

5 **Compliance with the Requirements of Section 1129 of the Bankruptcy Code**

6 L. Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The Plan
7 complies with all applicable provisions of the Bankruptcy Code and, as required by Bankruptcy Rule
8 3016, the Plan is dated and identifies the Debtor as proponent, thereby satisfying section 1129(a)(1) of
9 the Bankruptcy Code.

10 (a) Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)). In addition to
11 Administrative Claims, Priority Tax Claims, and DIP Financing Claims (if any), which need not be
12 classified, Article 3 of the Plan classifies six Classes of Claims and Equity Interests. The Claims and
13 Equity Interests placed in each Class are substantially similar to other Claims and Equity Interests, as the
14 case may be, in each such Class. Valid business, factual, and legal reasons exist for separately
15 classifying the various Classes of Claims and Equity Interests designated by the Plan, and such Classes
16 do not unfairly discriminate between holders of Claims and Equity Interests. The Plan therefore satisfies
17 sections 1122 and 1123(a)(1) of the Bankruptcy Code.

18 (b) Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)). Article III, Sections C
19 and D of the Plan specify that Class A-2 (Other Secured Claims), Class B (Priority Non-Tax Claims),
20 and Class C (Trade Claims) are not impaired under the Plan within the meaning of section 1124 of the
21 Bankruptcy Code, thereby satisfying section 1123(a)(2) of the Bankruptcy Code.

22 (c) Specified Treatment of Impaired Classes (11.U.S.C. § 1123(a)(3)). Article III,
23 Sections C and D of the Plan designate Class A-1 (Senior Secured Lender Claims), Class D (General
24 Unsecured Claims), and Class E (Old Equity Interests) as impaired within the meaning of section 1124
25 of the Bankruptcy Code and specify the treatment of the Claims and Equity Interests in those Classes,
26 thereby satisfying section 1123(a)(3) of the Bankruptcy Code.

27 (d) No Discrimination (11 U.S.C. § 1123(a)(4)). The Plan provides for the same
28 treatment by the Debtor for each Claim or Equity Interest in each respective Class unless the holder of a

1 particular Claim or Equity Interest has agreed to a less favorable treatment of such Claim or Equity
2 Interest, thereby satisfying section 1123(a)(4) of the Bankruptcy Code.

3 (e) Implementation of the Plan (11 U.S.C. § 1123(a)(5)). The Plan provides adequate
4 and proper means for the implementation of the Plan, thereby satisfying section 1123(a)(5) of the
5 Bankruptcy Code, including, among other things (as more fully described in (x) that certain Amended
6 and Restated Investment Agreement, dated as of February 25, 2011, by and between the Plan Sponsor
7 and the Debtor (the "Amended and Restated Investment Agreement") and (y) Article IV of the Plan) (i)
8 the issuance and distribution of the Reorganized Debtor Interests to the Plan Sponsor in exchange for the
9 Plan Sponsor's capital infusion, (ii) entry into the New Term Facility and Exit Revolver Facility, (iii)
10 use of the foregoing funds to make all distributions required by the Plan, (iv) cancellation of existing
11 securities, and (v) any necessary or optional corporate action.

12 (f) Non-Voting Equity Securities/Allocation of Voting Power (11 U.S.C.
13 § 1123(a)(6)). The amended and restated organizational documents of the Reorganized Debtor prohibit
14 the issuance of non-voting equity securities, thereby satisfying section 1123(a)(6) of the Bankruptcy
15 Code.

16 (g) Designation of Directors and Officers (11 U.S.C. § 1123(a)(7)). Article IV,
17 Section O of the Plan contains provisions with respect to the manner of selection of directors and
18 officers of the Reorganized Debtor that are consistent with the interests of creditors, equity security
19 holders, and public policy, thereby satisfying section 1123(a)(7) of the Bankruptcy Code.

20 (h) Impairment/Unimpairment of Classes of Claims and Equity Interests (11 U.S.C. §
21 1123(b)(1)). As permitted by section 1123(b)(1) of the Bankruptcy Code, Article III, Sections C and D
22 of the Plan designate (i) Class A-1 (Senior Secured Lender Claims), Class D (General Unsecured
23 Claims), and Class E (Old Equity Interests) as impaired, and (ii) Class A-2 (Other Secured Claims),
24 Class B (Priority Non-Tax Claims), and Class C (Trade Claims) as Unimpaired.

25 (i) Assumption and Rejection (11 U.S.C. § 1123(b)(2)). Article VII of the Plan
26 governs the assumption and rejection of executory contracts and unexpired leases and meets the
27 requirements of section 365(b) of the Bankruptcy Code.

28 (j) Additional Plan Provisions (11 U.S.C. § 1123(b)(6)). Each of the other provisions
of the Plan is appropriate and consistent with the applicable provisions of the Bankruptcy Code.

1 (k) Cure of Defaults (11 U.S.C. § 1123(d)). In accordance with section 365(b)(1) of
2 the Bankruptcy Code, the Reorganized Debtor will satisfy default claims (if any) associated with each
3 executory contract and unexpired lease to be assumed pursuant to Article VII, Section A of the Plan.
4 Except to the extent that different treatment has been agreed to by the non-debtor party or parties to any
5 executory contract or unexpired lease to be assumed pursuant to the Plan, the Reorganized Debtor shall,
6 pursuant to the provisions of sections 1123(a)(5)(G) and 1123(b)(2) of the Bankruptcy Code and
7 consistent with the requirements of section 365 of the Bankruptcy Code, within thirty (30) days after the
8 Effective Date, file and serve a pleading with the Bankruptcy Court listing the cure amounts of all
9 executory contracts or unexpired leases to be assumed. The parties to such executory contracts or
10 unexpired leases to be assumed by the Reorganized Debtor shall have fifteen (15) days from service to
11 object to the cure amounts listed by the Reorganized Debtor. If there are any objections filed, the
12 Bankruptcy Court shall hold a hearing. The Reorganized Debtor shall retain its right to reject any
13 executory contracts or unexpired leases, including contracts or leases that are subject to a dispute
14 concerning amounts necessary to cure any defaults. Thus, the Plan complies with section 1123(d) of the
15 Bankruptcy Code.

16 M. The Debtor's Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)).
17 The Debtor has complied with the applicable provisions of the Bankruptcy Code. Specifically:

- 18 (a) The Debtor is an eligible debtor under section 109 of the Bankruptcy Code;
19 (b) The Debtor has complied with applicable provisions of the Bankruptcy Code,
20 except as otherwise provided or permitted by orders of the Bankruptcy Court; and
21 (c) The Debtor has complied with sections 1125 and 1126(b), the Bankruptcy Rules,
22 the Local Rules, applicable nonbankruptcy law, the Disclosure Statement and Solicitation Procedures
23 Order, and all other applicable law, in transmitting the Plan, the Disclosure Statement, the Ballots, and
24 related documents and notices and in soliciting and tabulating the votes to accept or reject the Plan.

25 N. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Plan (including the
26 Plan Supplement, the Amended and Restated Investment Agreement, dated as of February 25, 2011 (as
27 amended and in effect, the "Amended and Restated Investment Agreement"), the New Credit
28 Agreement, and all other documents and agreements necessary to effectuate the Plan) has been proposed
in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the

1 Bankruptcy Code. Such good faith is evident from the facts and record of the Chapter 11 Case, the
2 Disclosure Statement, the Confirmation Brief, the Confirmation Declarations, and the record of the
3 Confirmation Hearing and other proceedings held in the Chapter 11 Case. The Plan, which was
4 developed after many months of analysis and negotiations involving numerous proposals, including
5 proposals solicited by the Debtor from the Plan Sponsor and other potential interested parties, was
6 proposed with the legitimate and honest purpose of maximizing the value of the Debtor's estate and
7 effectuating a successful reorganization of the Debtor. The Plan (including the Amended and Restated
8 Investment Agreement, the New Credit Agreement, and all other documents and agreements necessary
9 to effectuate the Plan) was developed and negotiated in good faith and at arms'-length among
10 representatives of the Debtor, certain holders of the Debtor's secured and unsecured obligations, and the
11 Plan Sponsor and the affiliates of the foregoing. Further, the Plan's classification, indemnification,
12 exculpation, release, and injunction provisions have been negotiated in good faith and at arms'-length,
13 are consistent with sections 105, 1122, 1123(b)(6), 1123(b)(3)(A), 1129, and 1142 of the Bankruptcy
14 Code, and are each necessary for the Debtor's successful reorganization.

15 O. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). Any
16 payment made or to be made by the Debtor or by the Reorganized Debtor for services or for costs and
17 expenses in or in connection with the Chapter 11 Case, or in connection with the Plan and incident to the
18 Chapter 11 Case, has been approved by, or is subject to the approval of, the Court as reasonable, thereby
19 satisfying section 1129(a)(4) of the Bankruptcy Code.

20 P. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The Debtor has
21 complied with section 1129(a)(5) of the Bankruptcy Code. The identity and affiliations of the persons
22 proposed to serve as the initial officers of the Reorganized Debtor after confirmation of the Plan have
23 been fully disclosed to the extent such information is available, and the appointment to, or continuance
24 in, such offices of such persons is consistent with the interests of holders of Claims against and Equity
25 Interests in the Debtor and with public policy.

26 Q. No Rate Changes (11 U.S.C. § 1129(a)(6)). After confirmation of the Plan, the
27 Debtor's business will not involve rates established or approved by, or otherwise subject to, any
28 governmental regulatory commission. Thus, section 1129(a)(6) of the Bankruptcy Code is not
applicable to the Chapter 11 Case.

1 R. Best Interest of Creditors (11 U.S.C. § 1129(a)(7)). The Plan satisfies section
2 1129(a)(7) of the Bankruptcy Code. The Confirmation Declarations, the liquidation analysis provided in
3 the Disclosure Statement, and the other evidence proffered or adduced at the Confirmation Hearing (i)
4 are persuasive and credible, (ii) have not been controverted by other evidence, and (iii) establish that
5 each holder of an Impaired Claim or Equity Interest either has accepted the Plan or will receive or retain
6 under the Plan, on account of such Claim or Equity Interest, property of a value, as of the Effective
7 Date, that is not less than the amount that such holder would receive or retain if the Debtor was
8 liquidated under chapter 7 of the Bankruptcy Code on such date.

9 S. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Class A-2 (Other
10 Secured Claims), Class B (Priority Non-Tax Claims), and Class C (Trade Claims) are Classes of
11 Unimpaired Claims that are conclusively presumed to have accepted the Plan in accordance with section
12 1126(f) of the Bankruptcy Code. Class A-1 (Senior Secured Lender Claims) and Class D (General
13 Unsecured Claims) have voted to accept the Plan in accordance with sections 1126(b) and (c) of the
14 Bankruptcy Code, without regard to the votes of insiders of the Debtor. Class E (Old Equity Interests) is
15 Impaired by the Plan and is not entitled to receive or retain any property under the Plan and, therefore, is
16 deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. As found and
17 determined in paragraph BB below, pursuant to section 1129(b)(1) of the Bankruptcy Code, the Plan
18 may be confirmed notwithstanding the fact that Class E is Impaired and is deemed to have rejected the
19 Plan.

20 T. Treatment of Administrative Priority Claims and Priority Tax Claims (11 U.S.C.
21 § 1129(a)(9)). The treatment of Allowed Administrative Claims pursuant to Article II, Section A of the
22 Plan satisfies the requirements of section 1129(a)(9)(A) of the Bankruptcy Code. The treatment of
23 Priority Tax Claims pursuant to Article II, Section B of the Plan satisfies the requirements of section
24 1129(a)(9)(C) of the Bankruptcy Code.

25 U. Acceptance by Impaired Class (11 U.S.C. § 1129(a)(10)). Holders of Senior
26 Secured Lender Claims (Class A-1) and holders of General Unsecured Claims (Class D) voted to accept
27 the Plan, thereby satisfying the requirements of section 1129(a)(10) of the Bankruptcy Code.

28 V. Feasibility (11 U.S.C. § 1129(a)(11)). The information in the Disclosure
Statement and the Confirmation Declarations and the evidence proffered or adduced at the Confirmation

1 Hearing (i) is persuasive and credible, (ii) has not been controverted by other evidence, and (iii)
2 establishes that the Plan is feasible and that based, in part, on the Plan Sponsor's capital infusion
3 pursuant to the Amended and Restated Investment Agreement effectuated under the Plan, there is a
4 reasonable prospect of the Reorganized Debtor being able to meet its financial obligations under the
5 Plan and operate its business in the ordinary course and that confirmation of the Plan is not likely to be
6 followed by the liquidation or the need for further financial reorganization of the Reorganized Debtor,
7 thereby satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

8 W. Payment of Fees (11 U.S.C. § 1129(a)(12)). The Plan provides that on the
9 Effective Date, and thereafter as may be required, the Debtor shall pay all fees payable pursuant to
10 section 1930 of title 28 of the United States Code, thereby satisfying section 1129(a)(12) of the
11 Bankruptcy Code.

12 X. Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)). Article VII Section E
13 of the Plan provides that, except and to the extent previously assumed by an order of the Bankruptcy
14 Court, on or before the Confirmation Date, all employee compensation and benefit plans of the Debtor,
15 including benefit plans and programs subject to sections 1114 and 1129(a)(13) of the Bankruptcy Code,
16 entered into before or after the Petition Date and not since terminated, shall be deemed to be, and shall
17 be treated as if they were, executory contracts that are to be assumed under the Plan. Any equity
18 incentive plans, and any stock option, restricted stock or other equity agreements and any stock
19 appreciation rights or similar equity incentives or equity-based incentives or other obligations or
20 liabilities the value of which depend on the price of, or distributions paid with respect to, equity
21 securities, shall be cancelled as of the Effective Date and the Reorganized Debtor shall have no liability
22 or responsibility in respect of such equity interests. Accordingly, the Plan satisfies the requirements of
23 section 1129(a)(13) of the Bankruptcy Code.

24 Y. No Domestic Support Obligations (11 U.S.C. § 1129(a)(14)). The Debtor is not
25 required by a judicial or administrative order, or by statute, to pay a domestic support obligation.
26 Accordingly, section 1129(a)(14) of the Bankruptcy Code is inapplicable to the Chapter 11 Case.

27 Z. The Debtor Is Not An Individual (11 U.S.C. § 1129(a)(15)). The Debtor is not an
28 individual, and accordingly, section 1129(a)(15) of the Bankruptcy Code is inapplicable to the Chapter
11 Case.

1 AA. No Applicable Nonbankruptcy Law Regarding Transfers 11 U.S.C.
2 § 1129(a)(16)). The Debtor is a moneyed, business, or commercial corporation, and accordingly,
3 section 1129(a)(16) of the Bankruptcy Code is inapplicable to the Chapter 11 Case.

4 BB. Fair and Equitable; No Unfair Discrimination (11 U.S.C. § 1129(b)). Class E is
5 deemed to have rejected the Plan. Based on the evidence proffered, adduced, and presented by the
6 Debtor in the Confirmation Declarations and at the Confirmation Hearing, the Plan does not
7 discriminate unfairly and is fair and equitable with respect to the aforementioned Classes, as required by
8 sections 1129(b)(1) and (b)(2) of the Bankruptcy Code. Thus, the Plan may be confirmed
9 notwithstanding the deemed rejection of the Plan by this Class.

10 CC. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). The principal purpose of the
11 Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act,
12 and no governmental entity has objected to the confirmation of the Plan on any such grounds.
13 Therefore, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

14 DD. Only One Plan (11 U.S.C. § 1129(c)). The Plan is the only plan filed in the
15 Chapter 11 Case, and accordingly, section 1129(c) of the Bankruptcy Code is inapplicable in the
16 Chapter 11 Case.

17 EE. Good Faith Solicitation (11 U.S.C. § 1125(e)). Based on the record before the
18 Court in Confirmation Declarations and the record of the Chapter 11 Case, the (i) Debtor, (ii) the Plan
19 Sponsor, (iii) the Senior Secured Agent and the Senior Secured Lenders, (iv) The Northwestern Mutual
20 Life Insurance Company and Northwestern Mutual Mezzanine Fund I, L.P. (together, “NML”), (v) the
21 representatives for the Class Action claimants, (vi) to the extent applicable (if at all), the Committee, and
22 (vii) each of the foregoing parties’ respective agents, affiliates, successors, predecessors, control
23 persons, members, officers, directors, employees and agents and their respective attorneys, financial
24 advisors, investment bankers, accountants, and other professionals retained by such persons, to the
25 extent applicable, (A) have acted in “good faith” within the meaning of section 1125(e) of the
26 Bankruptcy Code in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy
27 Rules, the Local Rules and any applicable non-bankruptcy law, rule, or regulation governing the
28 adequacy of disclosure in connection with all their respective activities relating to the solicitation of
acceptances to the Plan and their participation in the activities described in section 1125 of the

1 Bankruptcy Code and (B) shall be deemed to have participated in good faith and in compliance with the
2 applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Plan,
3 and therefore are not, and on account of such offer, issuance and solicitation will not be, liable at any
4 time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances
5 or rejections of the Plan or the offer and issuance of the securities under the Plan, and are entitled to the
6 protections afforded by section 1125(e) of the Bankruptcy Code and, to the extent such parties are listed
7 therein, the exculpation provisions set forth in Article IX of the Plan.

8 FF. Satisfaction of Confirmation Requirements. Based on the foregoing, the Plan
9 satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

10 GG. Implementation. All documents necessary to implement the Plan, including those
11 contained in the Plan Supplement, and all other relevant and necessary documents have been developed
12 and negotiated in good faith and at arms'-length and shall, on completion of documentation and
13 execution, be valid, binding, and enforceable agreements and not be in conflict with any federal or state
14 law.

15 HH. Injunction and Releases. The Court has jurisdiction under sections 1334(a) and
16 (b) of title 28 of the United States Code to approve the injunction and releases set forth in Article IX of
17 the Plan. For avoidance of doubt, but without limitation, the Court authorizes (I) the Debtor's, Ecoly's,
18 and Midco's release, waiver, and discharge of any and all Claims with respect to (a) the validity of the
19 liens under the Senior Secured Credit Agreement, and (b) the Senior Secured Agent's foreclosure on the
20 pledged shares of stock in Midco and Ecoly on or about July 23, 2009, or the exercise of the Senior
21 Secured Agent's voting rights with respect to the pledged shares of stock (whether under the Uniform
22 Commercial Code or other applicable law); (II) the release by third parties as specified in Article IX,
23 Sections E through G of the Plan and paragraph 24 herein, including fiduciary duty related actions
24 against the directors, to the extent permitted under applicable Ninth Circuit law. Section 105(a) of the
25 Bankruptcy Code permits issuance of the injunction and approval of the releases set forth in Article IX,
26 Sections E through G of the Plan, as modified herein, if, as has been established here based on the record
27 in the Chapter 11 Case and the evidence presented in the Confirmation Declarations and at the
28 Confirmation Hearing, such provisions (i) were integral to the formulation and implementation of the
Reorganization to be effectuated under the Plan, as provided in section 1123 of the Bankruptcy Code,

1 (ii) confer substantial benefits on the Debtor's estate, (iii) are fair, equitable, and reasonable, and (iv) are
2 in the best interests of the Debtor, its estate, and parties in interest.

3 Pursuant to section 1123(b)(3) of the Bankruptcy Code, the releases and injunctions set
4 forth in the Plan and herein, and implemented by this Confirmation Order are fair, equitable, reasonable,
5 and in the best interests of the Debtor, the Reorganized Debtor and their estates and creditors. The
6 releases of non-debtors under the Plan and herein are fair to holders of Claims and are necessary to the
7 proposed Reorganization. Such releases are given in exchange for and are supported by fair, sufficient,
8 and adequate consideration provided by each and all of the parties receiving such releases. The
9 Confirmation Declarations and the record of the Confirmation Hearing and this Chapter 11 Case are
10 sufficient to support the releases, exculpation, and injunction provided for in Article IX of the Plan and
11 herein. Accordingly, based on the record of the Chapter 11 Case, the representations of the parties,
12 and/or the evidence proffered, adduced, and/or presented in the Confirmation Declarations and at the
13 Confirmation Hearing, the Court finds that the injunctions and releases set forth in Article IX of the Plan
14 and herein are consistent with the Bankruptcy Code and applicable law. The failure to implement the
15 injunction and release provisions of the Plan would seriously impair the Debtor's ability to confirm the
16 Plan.

16 II. Implementation. All documents necessary to implement the Plan, including those
17 contained in the Plan Supplement, and all other relevant and necessary documents have been negotiated
18 in good faith and at arms'-length and shall, on completion of documentation and execution, be valid,
19 binding, and enforceable agreements and not be in conflict with any federal or state law.

20 JJ. Good Faith. The (i) the Debtor, (ii) the Plan Sponsor, (iii) the Senior Secured
21 Agent and the Senior Secured Lenders, (iv) NML, (v) the representatives for the Class Action claimants,
22 and (vi) each of the foregoing parties' respective agents, affiliates, successors, predecessors, control
23 persons, members, officers, directors, employees and agents and their respective attorneys, financial
24 advisors, investment bankers, accountants, and other professionals retained by such persons, to the
25 extent applicable, will be acting in good faith if they proceed to (1) consummate the Plan and the
26 agreements, transactions, and transfers contemplated thereby and (2) take the actions authorized and
27 directed by this Confirmation Order.
28

1 11 Case, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the
2 Local Rules, and applicable nonbankruptcy law.

3 5. Ballots. The Ballots are in compliance with Bankruptcy Rule 3018(c) and Local
4 Rule 3018-1, as modified, conform to Official Form Number 14, and are approved in all respects.

5 6. Confirmation of the Plan. The Plan and each of its provisions shall be, and
6 hereby are, approved and confirmed under section 1129 of the Bankruptcy Code. The documents
7 contained in the Plan Supplement are authorized and approved. The terms of the Plan, including the
8 Plan Supplement, are incorporated by reference into, and are an integral part of, this Confirmation
9 Order.

10 7. Objections Resolved or Overruled. Except as provided herein, all objections,
11 responses to, and statements and comments, if any, in opposition to, the Plan, other than those
12 withdrawn, waived, or settled prior to, or on the record at, the Confirmation Hearing, shall be, and
13 hereby are, overruled in their entirety.

14 8. General Authorizations. The Reorganization was approved by the Debtor's
15 board. Pursuant to the applicable provisions of the California Corporations Code and section 1142(b)
16 of the Bankruptcy Code, no additional action of the respective directors or stockholders of the Debtor
17 shall be required to authorize the Reorganized Debtor to enter into, execute, deliver, file, adopt, amend,
18 restate, consummate, or effectuate, as the case may be, the Plan and any contract, instrument, or other
19 document to be executed, delivered, adopted, or amended in connection with the implementation of the
20 Plan.

21 9. Binding Effect. On the date of and following entry of this Confirmation Order
22 and subject to the occurrence of the Effective Date, the provisions of the Plan shall bind the
23 Reorganized Debtor, all holders of Claims against and Equity Interests in the Debtor (irrespective of
24 whether such Claims or Equity Interests are impaired under the Plan or whether the holders of such
25 Claims or Equity Interests have accepted the Plan), any and all non-Debtor parties which are party to
26 executory contracts and unexpired leases with the Debtor, any other party in interest in the Chapter 11
27 Case, and the respective heirs, executors, administrators, successors, or assigns, if any, of any of the
28 foregoing.

1 10. Vesting of Assets. On the Effective Date, pursuant to sections 1141(b) and (c) of
2 the Bankruptcy Code, all property of the Debtor's estate shall vest in the Reorganized Debtor free and
3 clear of all Claims, liens, encumbrances, charges, and other interests (other than liens under the New
4 Credit Agreement), except for the Plan Trust Assets, which shall vest in the Plan Trust. The
5 Reorganized Debtor may operate its business and may use, acquire, and dispose of property free of any
6 restrictions of the Bankruptcy Code or the Bankruptcy Rules and in all respects as if there were no
7 pending cases under any chapter or provision of the Bankruptcy Code, except as provided in the Plan.

8 11. The Plan Trust Agreement. The Plan Trust Agreement, substantially in the form
9 filed with this Court in the Plan Supplement, is hereby approved in all respects. T. Scott Avila and
10 each of the officers of the Debtor are authorized and directed to execute and deliver the Plan Trust
11 Agreement and an appropriate instrument of transfer of Plan Trust Assets to the Plan Trustee. The
12 appointment of Morris Anderson & Associates, Ltd. as Plan Trustee is hereby approved and the posting
13 of a bond is excused for cause. The Plan Trustee is authorized to make distributions to NML from the
14 Plan Trust Assets by wire transfer, at NML's option and written direction, according to the notice
15 provisions of the Plan Trust Agreement. The obligations of the Debtor under the Plan Trust Agreement
16 shall, upon execution, constitute legal, valid, binding and authorized obligations, enforceable according
17 with their terms and not in contravention of any state or federal law.

18 12. Implementation of the Plan. The Reorganized Debtor shall be authorized to
19 execute, deliver, file, or record such documents, contracts, instruments, releases, and other agreements,
20 including those contained in the Plan Supplement and among or contemplated by the New Credit
21 Agreement, and take such other actions as may be necessary to effectuate, implement, and further
22 evidence the terms and conditions of the Plan, including all such actions delineated in Article IV of the
23 Plan. On the Effective Date, the appropriate officers or representatives of the Reorganized Debtor and
24 authorized agents of the same are authorized and empowered to issue, execute, file, and deliver or
25 record such documents, contracts, instruments, releases, and other agreements, including those
26 contained in the Plan Supplement, referred to in the Plan, in the name of and on behalf of the
27 Reorganized Debtor.

28 13. The Transaction. The Transaction (as defined in the Amended and Restated
Investment Agreement) is in the best interests of the Debtor, its estate, and parties in interest. The

1 Reorganized Debtor and the Plan Sponsor are hereby authorized to consummate the Transaction as set
2 forth in the Amended and Restated Investment Agreement (which was assumed pursuant to this Court's
3 Order, dated March 2, 2011 (Dkt. No. 168) (the "Assumption Order")) and take any additional action
4 necessary to consummate the Transaction or as otherwise contemplated by the Amended and Restated
5 Investment Agreement. In addition, on the Effective Date, the Reorganized Debtor may engage in any
6 other transaction in furtherance of the Plan in accordance with this Order.

7 14. New Credit Agreement. In the event any or all of the provisions of this
8 Confirmation Order are hereafter reversed, modified, vacated or stayed, such reversal, modification,
9 vacation or stay shall have no effect on (i) the validity of any obligation, indebtedness or liability
10 incurred by the Reorganized Debtor under the New Credit Agreement, or (ii) the validity and
11 enforceability of any lien or priority authorized or created thereunder.

12 Notwithstanding any such reversal, modification, vacation or stay, any indebtedness
13 incurred under the New Credit Agreement by the Reorganized Debtor (prior to written notice to the
14 lenders thereunder of the effective date of such reversal, modification, vacation or stay), shall be
15 governed in all respects by the original provisions hereof and each of the lenders party to the New Credit
16 Agreement shall be entitled to all of its rights, remedies, privileges and benefits granted herein and
17 pursuant to the New Credit Agreement and any ancillary documentation.

18 15. Compliance with Section 1123(a)(6) of the Bankruptcy Code. The adoption and
19 filing by Reorganized Debtor of the amended limited liability company certificate is hereby authorized,
20 ratified, and approved.

21 16. Subordination. Except as otherwise expressly provided in the Plan, this
22 Confirmation Order, or a separate order of this Court, the classification and manner of satisfying all
23 Claims and Equity Interests under the Plan takes into consideration all subordination rights, whether
24 arising by contract or under general principles of equitable subordination, section 510 of the
25 Bankruptcy Code, or otherwise.

26 17. Settlement. Pursuant to Bankruptcy Rule 9019, the provisions of the Plan shall
27 constitute a reasonable, good-faith compromise and settlement of all Claims or controversies resolved
28 pursuant to the Plan. All Plan distributions made to creditors holding Allowed Claims in any Class are
intended to be and shall be final, and, subject to the provisions of Article IV of the Plan (including the

1 provisions in Section IV.G), no Plan distribution to the holder of a Claim in one Class shall be subject
2 to being shared with or reallocated to the holders of any Claim in another Class by virtue of any
3 prepetition collateral trust agreement, shared collateral agreement, subordination agreement, other
4 similar intercreditor agreement or deficiency claim.

5 18. Professional Compensation. Except as provided in the Plan, all entities seeking
6 an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses
7 incurred through and including the Confirmation Date under section 503(b)(2), 503(b)(3), 503(b)(4), or
8 503(b)(5) of the Bankruptcy Code (i) shall file their respective final applications for allowance of
9 compensation for services rendered and reimbursement of expenses incurred by the date that is forty-
10 five (45) days after the Effective Date, (ii) shall be paid in full from the Plan Trust in such amounts as
11 are allowed by the Bankruptcy Court (A) on the later of (x) the Effective Date, or (y) within five (5)
12 Business Days after the date on which the order approving such Allowed Administrative Claim is
13 entered, or (B) on such other terms as may be mutually agreed on between the holder of such an
14 Allowed Administrative Claim and the Debtor or, on and after the Effective Date, the Plan Trust.

15 19. Discharge. As of the Effective Date, pursuant to Article IX, Sections B and C of
16 the Plan and except as otherwise provided herein, each holder (as well as any trustees and agents on
17 behalf of each holder) of a Claim against the Debtor or Equity Interest and any affiliate of such holder
18 shall be deemed to have forever waived, released and discharged the Debtor to the fullest extent
19 permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Equity Interests,
20 rights and liabilities of any kind, nature or description that arose prior to the Effective Date. On the
21 Effective Date, all holders of such Claims and Equity Interests shall be forever precluded and enjoined,
22 pursuant to section 524 of the Bankruptcy Code, from prosecuting or asserting any such discharged
23 Claim against the Debtor, Reorganized Debtor, or any of their assets or properties, or the terminated
24 Equity Interests based on any act or omission, transaction, or other activity of any kind or nature that
25 occurred prior to the Effective Date, whether or not such holder has filed a proof of Claim or proof of
26 Equity Interest.

26 20. Further, on the Effective Date, all persons or entities who have held, now hold or
27 may hold Claims against the Debtor or Equity Interests and all other parties in interest, along with their
28 respective present and former employees, agents, officers, directors, principals and affiliates, are

1 permanently enjoined from and after the Effective Date, from (a) commencing or continuing in any
2 manner any action or other proceeding of any kind with respect to such Claim or Equity Interest against
3 the Debtor or the Reorganized Debtor, (b) the enforcement, attachment, collection or recovery by any
4 manner or means of any judgment, award, decree or order against the Debtor or the Reorganized
5 Debtor with respect to such Claim or Equity Interest, (c) creating, perfecting or enforcing any
6 encumbrance of any kind against the Debtor or the Reorganized Debtor or against the property or
7 interests in property of the Debtor or the Reorganized Debtor with respect to such Claim or Equity
8 Interest, or (d) asserting any right of setoff, subrogation, or recoupment of any kind against any
9 obligations due from the Debtor or the Reorganized Debtor, with respect to such Claim or Equity
10 Interest. Such injunction shall extend to any successors of the Debtor and Reorganized Debtor and
11 their respective properties and interest in properties.

12 21. The terms and provisions of the New Credit Agreement are approved. Each of
13 the Debtor and Reorganized Debtor, as the case may be, is authorized to undertake any and all acts and
14 actions required to implement the New Credit Agreement, and all commitment letters delivered in
15 connection therewith, including without limitation, entering, executing, delivering, filing or recording
16 documents related to the New Credit Agreement and ancillary documentation, and no board or
17 shareholder vote shall be required with respect thereto except as expressly contemplated or required by
18 the New Credit Agreement and ancillary documentation. The parties to the New Credit Agreement and
19 ancillary documentation are authorized and empowered to take such steps and to execute such
20 instruments and documents as may be necessary or required to assist in the implementation of all
21 transactions contemplated thereby. The automatic stay imposed pursuant to section 362 of the
22 Bankruptcy Code is vacated and modified to the extent necessary to permit (without further application
23 to the Court) the execution, delivery, filing and recordation of the New Credit Agreement and ancillary
24 documentation and all transactions contemplated thereby. On the Effective Date, the liens securing the
25 loans made under the New Credit Agreement shall be legal, valid, binding and enforceable liens, and
26 the loans under the New Credit Agreement shall constitute the legal, valid and binding obligations of
27 Reorganized Debtor. The obligations of the Reorganized Debtor under the New Credit Agreement
28 shall, upon execution, constitute legal, valid, binding and authorized obligations, enforceable in
accordance with their terms and not in contravention of any state or federal law.

1 22. Binding Release Provisions. All release provisions embodied in the Plan,
2 including but not limited to those contained in Article IX Section G of the Plan, are approved and shall
3 be effective and binding on all persons and entities, to the extent provided therein.

4 In addition to the releases embodied in the Plan, as of the date hereof, but subject to
5 occurrence of the Effective Date, for good and valuable consideration, the adequacy of which is hereby
6 confirmed, the Debtor, the Reorganized Debtor, and any person seeking to exercise the rights of the
7 Debtor's estate, including, without limitation, any successor to the Debtor or any estate representative
8 appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, shall be deemed to
9 unconditionally forever release, waive, and discharge all claims, obligations, suits, judgments,
10 damages, demands, debts, rights, causes of action and liabilities whatsoever in connection with or
11 related to the Debtor, the Chapter 11 Case, or the Plan (other than the rights of the Reorganized Debtor
12 to enforce the Plan and the contracts, instruments, indentures, and other agreements or documents
13 delivered or assumed thereunder, including, without limitation, the Investment Agreement and other
14 than any cause of action retained pursuant to Section IX.H of the Plan), whether liquidated or
15 unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen,
16 then existing or thereafter arising, in law, equity or otherwise, that are based in whole or part on any
17 act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date in
18 any way relating to the Debtor, the Reorganized Debtor, the Chapter 11 Case, or the Plan, and that may
19 be asserted by or on behalf of the Debtor or the Reorganized Debtor against Luxe Beauty Holdings
20 Corporation ("Holdings") or its officers and directors; provided, however, that Section IX.G. of the
21 Plan shall not operate as a waiver or release from (i) any cause of action retained pursuant to Section
22 IX.H of the Plan and (ii) any claims or causes of action arising out of the intentional fraud or criminal
23 liability of any person.

24 23. Section IX.H.1 subsection (iii) of the Plan is hereby modified to read as follows:
25 “(iii) any cause of action retained pursuant to Section IX.H herein; *provided, however*, that this Section
26 IX.H.1 herein shall not apply to any Claims released in Section IX.G herein or in paragraphs 22 and 24
27 or of the Confirmation Order.”

28 24. As of the Effective Date, for good and valuable consideration, the adequacy of
which is hereby confirmed, (a) (i) each Holder of a Claim that voted in favor of the Plan (or is deemed

1 to accept the Plan) and (ii) to the fullest extent permissible under applicable law, as such law may be
2 extended or integrated after the Effective Date, each holder of a Claim or Equity Interest that did not
3 vote to accept or is deemed to reject the Plan, as applicable shall be deemed to unconditionally, forever
4 release, waive and discharge Holdings, and its officers and directors, provided, however, that this
5 clause (a) shall not affect the claims of NML and of the Senior Secured Lenders against Holdings,
6 Ecoly International, Inc. (“Ecoly”), Luxe Beauty Midco Corporation (“Midco”) under those entities’
7 respective guaranties of the claims of NML and the Senior Secured Lenders against SHC; and (b)
8 Holdings shall be deemed to unconditionally, forever release, waive and discharge each of the Released
9 Parties, Ecoly, Midco and their respective officers, directors, employees and Professionals, from any
10 and all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and
11 liabilities whatsoever in connection with or related to the Debtor, the Chapter 11 Case, or the Plan
12 whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown,
13 foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, that are based in
14 whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to
15 the Effective Date in any way relating to the Debtor, the Reorganized Debtor, the Chapter 11 Case, or
16 the Plan; provided, however, that the foregoing shall not operate as a waiver or release from any causes
17 of action arising out of the intentional fraud or criminal liability of any such person or entity.

17 25. Term of Injunctions or Stays. Pursuant to Article IX, Section D of the Plan,
18 unless otherwise provided, all injunctions or stays arising under or entered during the Reorganization
19 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the
20 Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date
21 indicated in the order providing for such injunction or stay. On the entry of the Confirmation Order, all
22 holders of Claims and Equity Interests and other parties in interest, along with their respective present
23 or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions
24 to interfere with the implementation or consummation of the Plan.

25 26. Injunction Against Products-Related Actions. Upon entry of the Confirmation
26 Order, all persons and entities holding or who may hold claims of any kind against the Reorganized
27 Debtor (including, but not limited to, those holding Class Action Claims) (whether known or unknown,
28 legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated,

1 asserted or unasserted, whether arising prior to or subsequent to the Petition Date, whether imposed by
2 agreement, understanding, the Lanham Act, or otherwise), arising under or out of, in connection with,
3 or in any way relating to (i) the Reorganized Debtor's marketing, distributing, or selling, until
4 December 31, 2011, of any Products (to the extent the packaging of such products remains unchanged
5 by the Reorganized Debtor) or (ii) the Reorganized Debtor's marketing, advertising or making any
6 public statement with respect to the Products, whether explicitly or impliedly, in accordance with or
7 pursuant to the terms of any assumed contract for marketing, advertising, or any other similar service,
8 that the Products are sold only in professional salons or through licensed cosmetologists, without
9 diversion into non-professional retail channels, shall be forever barred, estopped and permanently
10 enjoined from asserting, prosecuting, or otherwise pursuing any such claims (including, but not limited
11 to, the Class Action Claims) against the Reorganized Debtor or its respective property.

12 27. Distribution from Class Claim Account. Except for a transfer to fund the
13 Distribution Account established under Section 3.3(b) of the Plan Trust Agreement, the Plan Trustee
14 shall have no authority to distribute funds from the Class Claim Account (as that term is defined in the
15 Plan Trust Agreement) except pursuant to the Distribution Order (as that term is defined in the Plan
16 Trust Agreement) of the Bankruptcy Court.

17 28. Class Action Claim. Notwithstanding any provision of the Plan or/and the Plan
18 Trust Agreement to the contrary, the Plan Trustee shall have no authority to object to any Class Action
19 Claim.

20 29. Payment of U.S. Trustee Quarterly Fees: On the Effective Date, prior to
21 distributing cash to the Plan Trust, the Debtor, will pay (a) any outstanding U.S. Trustee quarterly fees
22 for past quarters, and (b) the U.S. Trustee quarterly fee that will be due for the 2nd quarter of 2011 in the
23 amount of \$30,000.00 based on disbursements to be made under the Plan on the Effective Date in
24 excess of \$30,000,000. For the 3^d calendar quarter of 2011 and all future quarters (each, a "Future
25 Quarter"), the Reorganized Debtor shall pay the U.S. Trustee quarterly fees pursuant to 28 U.S.C. 1930
26 to the full extent of the law in accord with FRBP 2015. However, disbursements to creditors from the
27 Plan Trust of the funds that are transferred to the Plan Trust on the Effective Date, for which a U.S.
28 Trustee quarterly fee already has been paid by the Debtor in the amount of \$30,000, will not be
considered a disbursement again for purposes of calculating the U.S. Trustee quarterly fees.

1 To partially fund quarterly fees payable in respect of Future Quarters, the Debtor shall give the
2 Reorganized Debtor a Closing credit of \$10,000 against the Purchase Price otherwise payable under the
3 Investment Agreement. To the extent that the Debtor or the Reorganized Debtor has timely filed a
4 motion to close the Chapter 11 Case no less than 25 days prior to the end of any Future Quarter, any
5 party in interest, excluding the Office of the U.S. Trustee, that seeks to keep the Chapter 11 Case open
6 shall be responsible to reimburse the Reorganized Debtor for any fees payable pursuant to 28 U.S.C.
7 1930 after the end of the Future Quarter in which the motion has been filed. In the case of a motion of
8 the Class Action Claim to keep the Chapter 11 Case open, such reimbursement of up to \$20,000 per any
9 Future Quarter the Chapter 11 Case remains open may be payable pursuant to the authorization provided
10 in the "Distribution Order", as such term is defined in the Plan Trust Agreement. The U.S. Trustee does
11 not waive payment of quarterly fees for the quarter in which the order closing the case is entered, even if
12 the motion to close the case was filed in the previous quarter.

13 30. Assumption or Rejection of Contracts and Leases. Pursuant to Article VII of the
14 Plan, except as otherwise provided herein, the Debtor's executory contracts or unexpired leases not
15 assumed or rejected pursuant to a Bankruptcy Court order prior to the Effective Date shall be deemed
16 rejected pursuant to sections 365 and 1123 of the Bankruptcy Code, except for those executory
17 contracts or unexpired leases: (1) that constitute "Assets" under the Investment Agreement; (2) that are
18 the subject of a motion to assume or reject pending on the Effective Date (in which case such
19 assumption or rejection and the effective date thereof shall remain subject to a Bankruptcy Court
20 order); (3) that are subject to a motion to reject with a requested effective date of rejection after the
21 Effective Date; or (4) that are otherwise expressly assumed or rejected pursuant to the Plan. Entry of
22 the Confirmation Order shall constitute a Bankruptcy Court order approving the assumptions or
23 rejections of such executory contracts or unexpired leases as set forth in the Plan, all pursuant to
24 sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, all assumptions or
25 rejections of such executory contracts and unexpired leases in the Plan are effective as of the Effective
26 Date. Each such executory contract and unexpired lease assumed pursuant to the Plan or by
27 Bankruptcy Court order but not assigned to a third party prior to the Effective Date shall revest in and
28 be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms,

1 except as such terms may have been modified by such order. Notwithstanding anything to the contrary
2 in the Plan, the Reorganized Debtor shall have the right to alter, amend, modify, or supplement the
3 schedules of executory contracts or unexpired leases identified in the Plan Supplement at any time
4 through and including fifteen days after the Effective Date.

5 31. Any claims for damages for the rejection of an executory contract, or any other
6 claims for damages related to such executory contract, not timely filed pursuant to Article VII Section
7 B of the Plan or this Confirmation Order, if applicable, shall be forever barred and shall not be
8 enforceable against the Debtor or the Reorganized Debtor, or their respective properties or interests in
9 property, agents, successors, or assigns.

10 32. Dissolution of Statutory Committee of Unsecured Creditors. On the Effective
11 Date, the Creditors' Committee shall be released and discharged from the rights and duties arising from
12 or related to the Debtor's chapter 11 case, except with respect to interim and final applications for
13 professionals' compensation, provided that the Creditors' Committee shall also be permitted to review
14 and take any appropriate action (including, without limitation, filing objections thereto) in connection
15 with Professional fee claims.

16 33. Retention of Jurisdiction. Notwithstanding the entry of this Confirmation Order
17 or the occurrence of the Effective Date, pursuant to Article X of the Plan and sections 105 and 1142 of
18 the Bankruptcy Code, this Court shall retain exclusive jurisdiction over all matters arising in, arising
19 under, and related to the Chapter 11 Case to the fullest extent as is legally permissible; *provided,*
20 *however,* that, notwithstanding any retention of jurisdiction by the Court as contemplated under this
21 paragraph 33 or Article X of the Plan, the Court shall not retain jurisdiction over (i) the exercise of any
22 rights or remedies by the lenders under the New Credit Agreement or under any of the applicable
23 instruments or agreements with respect thereto or (ii) the determination of any controversies or disputes
24 related thereto.

25 34. Exemption from Certain Taxes and Recording Fees. Pursuant to section 1146(a)
26 of the Bankruptcy Code, the transfer from the Debtor and/or the Reorganized Debtor to any Entity,
27 including the Plan Trust and Plan Trustee, pursuant to, in contemplation of, or in connection with the
28 Plan or the Plan Trust Agreement or pursuant to: (1) the issuance, distribution, transfer, or exchange of
any debt, equity security, or other interest in the Debtor or the Reorganized Debtor; (2) the creation,

1 modification, consolidation, or recording of any mortgage, deed of trust, or other security interest, or
2 the securing of additional indebtedness by such or other means; (3) the making, assignment, or
3 recording of any lease or sublease; or (4) the making, delivery, or recording of any deed or other
4 instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds,
5 bills of sale, assignments, or other instrument of transfer executed in connection with any transaction
6 arising out of, contemplated by, or in any way related to the Plan or the Plan Trust Agreement, shall not
7 be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax,
8 mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or
9 recording fee, or recording fee, or other similar tax or governmental assessment, and the appropriate
10 state or local governmental officials or agents shall forego the collection of any such tax or
11 governmental assessment and to accept for filing and recordation any of the foregoing instruments or
12 other documents without the payment of any such tax or governmental assessment.

13 35. Provisions of Plan and Confirmation Order Nonseverable and Mutually
14 Dependent. The provisions of the Plan and this Confirmation Order, including the findings of fact and
15 conclusions of law set forth herein, are nonseverable and mutually dependent.

16 36. Governing Law. Except to the extent that the Bankruptcy Code or other federal
17 law is applicable, or to the extent an exhibit to the Plan or Plan Supplement provides otherwise, the
18 rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced
19 in accordance with, the laws of the State of New York, without giving effect to the principles of
20 conflict of laws thereof.

21 37. Applicable Nonbankruptcy Law. Pursuant to section 1123(a) and 1142(a) of the
22 Bankruptcy Code, the provisions of this Confirmation Order, the Plan and related documents or any
23 amendments or modifications thereto shall apply and be enforceable notwithstanding any otherwise
24 applicable nonbankruptcy law.

25 38. Waiver of Filings. Any requirement under section 521 of the Bankruptcy Code or
26 Bankruptcy Rule 1007 obligating the Debtor to file any list, schedule, or statement with the Court or
27 the Office of the United States Trustee (except for monthly operating reports or any other post-
28 confirmation reporting obligation to the United States Trustee), is hereby waived as to any such list,
schedule, or statement not filed as of the Confirmation Date.

1 39. Documents and Instruments. Each federal, state, commonwealth, local, foreign,
2 or other governmental agency is hereby authorized to accept any and all documents and instruments
3 necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the
4 Plan and this Confirmation Order.

5 40. Governmental Approvals Not Required. This Confirmation Order shall constitute
6 all approvals and consents required, if any, by the laws, rules, or regulations of any state or other
7 governmental authority with respect to the implementation or consummation of the Plan and Disclosure
8 Statement, any documents, instruments, or agreements, and any amendments or modifications thereto,
9 and any other acts referred to in, or contemplated by, the Plan and the Disclosure Statement.

10 41. Notice of Confirmation Order and Occurrence of Effective Date. In accordance
11 with Bankruptcy Rules 2002 and 3020(c), as soon as reasonably practicable after the Effective Date, the
12 Plan Trustee shall serve notice of the entry of this Confirmation Order, substantially in the form
13 annexed hereto as Exhibit A, to all parties who hold a Claim or Equity Interest in these cases and the
14 United States Trustee. Such notice is hereby approved in all respects and shall be deemed good and
15 sufficient notice of entry of this Confirmation Order and the occurrence of the Effective Date.

16 42. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be
17 substantially consummated under sections 1101 and 1127 of the Bankruptcy Code.

18 43. Inconsistency. To the extent of any inconsistency between this Confirmation
19 Order and the Plan, this Confirmation Order shall govern.

20 44. Assumption Order. The Assumption Order shall continue in full force and effect
21 except to the extent expressly modified hereby.

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1 45. No Waiver. The failure to specifically include any particular provision of the
2 Plan in this Confirmation Order shall not diminish the effectiveness of such provision nor constitute a
3 waiver thereof, it being the intent of this Court that the Plan is confirmed in its entirety and
4 incorporated herein by this reference.

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23 DATED: April 8, 2011

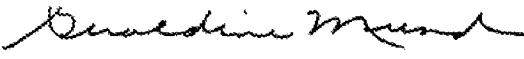

United States Bankruptcy Judge

Exhibit A

1 Scott F. Gautier (State Bar No. 211742)
sgautier@pwkllp.com
2 Lorie A. Ball (State Bar No. 210703)
lball@pwkllp.com
3 Thor D. McLaughlin (State Bar No. 257864)
tmclaughlin@pwkllp.com
4 PEITZMAN, WEG & KEMPINSKY LLP
2029 Century Park East, Suite 3100
5 Los Angeles, CA 90067
Telephone: (310) 552-3100
6 Facsimile: (310) 552-3101

7 Attorneys for Debtors and Debtors-in-Possession

8
9 **UNITED STATES BANKRUPTCY COURT**
CENTRAL DISTRICT OF CALIFORNIA
10 **SAN FERNANDO VALLEY DIVISION**

11 In re:

12 ECOLY INTERNATIONAL, INC., a California
13 corporation, SEXY HAIR CONCEPTS, LLC, a
14 California limited liability company, and LUXE
15 BEAUTY MIDCO CORPORATION, a Delaware
corporation,

16 Debtors and Debtors-in-Possession.

Case No.: 1:10-bk-25919-GM

Chapter 11

(Jointly Administered with Case Nos.:
1:10-bk-25922-GM, 1:10-bk-25921-GM)

**NOTICE OF PLAN CONFIRMATION AND
EFFECTIVE DATE**

17 **Check One or More as Appropriate:**

18 Affects All Debtors:
19 Affects Ecoly International Inc. only:
20 Affects Sexy Hair Concepts, LLC only:
Affects Luxe Beauty Midco Corporation only:

21 **TO THE HONORABLE GERALDINE MUND, UNITED STATES BANKRUPTCY**
22 **JUDGE, THE UNITED STATES TRUSTEE, THE OFFICIAL COMMITTEE OF**
23 **UNSECURED CREDITORS AND OTHER PARTIES IN INTEREST:**

24 **PLEASE TAKE NOTICE** that on April 4, 2011 at 9:00 a.m., the Bankruptcy Court approved
25 confirmation of the Debtor's First Amended Plan of Reorganization, As Modified, Pursuant to Chapter
26 11 of the Bankruptcy Code For Sexy Hair Concepts, LLC Dated as of April 2, 2011 (the "Plan").¹
27

28 ¹ Capitalized terms used herein, and not defined, shall have the meaning ascribed to them in the Plan.

NOTE: When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

PEITZMAN, WEG & KEMPINSKY LLP
2029 Century Park East, Suite 3100
Los Angeles, CA 90067

A true and correct copy of the foregoing document described as **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER CONFIRMING FIRST AMENDED PLAN OF REORGANIZATION, AS MODIFIED, PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE FOR SEXY HAIR CONCEPTS LLC, DATED AS OF APRIL 2, 2011** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

I. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

Service information continued on attached page

II. **SERVED BY U.S. MAIL OR OVERNIGHT MAIL**(indicate method for each person or entity served):

On **April 8, 2011**, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Served by Overnight Mail:

Hon. Geraldine Mund
United States Bankruptcy Court - Central District of California
21041 Burbank Boulevard, Suite 342
Woodland Hills, CA 91367

Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____, I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

April 8, 2011
Date

Matthew M. Dryer
Type Name

/s/ Matthew M. Dryer
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

August 2010

F 9013-3.1.PROOF.SERVICE

TRADEMARK
REEL: 004618 FRAME: 0295

NOTE TO USERS OF THIS FORM:

- 1) Attach this form to the last page of a proposed Order or Judgment. Do not file as a separate document.
- 2) The title of the judgment or order and all service information must be filled in by the party lodging the order.
- 3) **Category I.** below: The United States trustee and case trustee (if any) will always be in this category.
- 4) **Category II.** below: List **ONLY** addresses for debtor (and attorney), movant (or attorney) and person/entity (or attorney) who filed an opposition to the requested relief. DO NOT list an address if person/entity is listed in category I.

NOTICE OF ENTERED ORDER AND SERVICE LIST

Notice is given by the court that a judgment or order entitled (*specify*) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER CONFIRMING FIRST AMENDED PLAN OF REORGANIZATION, AS MODIFIED, PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE FOR SEXY HAIR CONCEPTS LLC, DATED AS OF APRIL 2, 2011** was entered on the date indicated as Entered on the first page of this judgment or order and will be served in the manner indicated below:

I. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (“NEF”) ¶ Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s), the foregoing document was served on the following person(s) by the court via NEF and hyperlink to the judgment or order. As of **April 8, 2011**, the following person(s) are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email address(es) indicated below.

- Allison R Axenrod allison@claimsrecoveryllc.com
- Lorie A Ball lball@pwkllp.com
- Dixon L Gardner dgardner@glassgoldberg.com
- Philip A Gasteier pag@lnrb.com
- Scott F Gautier sgautier@pwkllp.com
- Michael I Goldberg info@sonarcredit.com
- Richard H Golubow rgolubow@winthropicouchot.com, pj@winthropicouchot.com
- Mark S Horoupian mhoroupian@sulmeyerlaw.com, kfox@sulmeyerlaw.com
- Dimitri G Karcazes dimitri.karcazes@goldbergkohn.com
- Rhonda E Klick rklick@wkalaw.com, dcoats@wkalaw.com
- Jeffrey A Krieger jkrieger@ggfirm.com
- Craig A Loren aloren@debtacquisitiongroup.com,
bschwab@debtacquisitiongroup.com;jsarachek@debtacquisitiongroup.com
- Dennis E Mcgoldrick dmcgoldricklaw@yahoo.com
- Thor D Mclaughlin tmclaughlin@pwkllp.com
- Joshua M Mester jmester@dl.com
- Elissa Miller emiller@sulmeyerlaw.com, asokolowski@sulmeyerlaw.com
- Byron Z Moldo bmoldo@ecjlaw.com, lpekul@ecjlaw.com
- Randall P Mroczynski randym@cookseylaw.com
- David L. Neale dln@lnrb.com
- Courtney E Pozmantier cpozmantier@ktbslaw.com
- Hamid R Rafatjoo hrafatjoo@venable.com, ataylor@venable.com;jnassiri@venable.com;bclark@venable.com
- Jeremy V Richards jrichards@pszjlaw.com, bdassa@pszjlaw.com

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

- S Margaux Ross margaux.ross@usdoj.gov
- Terrel Ross tross@trcmlc.com
- Jonathon Shenson jshenson@ktbslaw.com
- Steven R Skirvin srs@dkclaw.com
- James Stang jstang@pszjlaw.com
- Rocky C Tsai rocky.tsai@ropesgray.com,
thad.davis@ropesgray.com;james.wilton@ropesgray.com;ross.martin@ropesgray.com
- United States Trustee (SV) ustpregion16.wh.ecf@usdoj.gov
- Andrew F Whatnall awhatnall@daca4.com

Service information continued on attached page

II. SERVED BY THE COURT VIA U.S. MAIL: A copy of this notice and a true copy of this judgment or order was sent by United States Mail, first class, postage prepaid, to the following person(s) and/or entity(ies) at the address(es) indicated below:

Service information continued on attached page

III. TO BE SERVED BY THE LODGING PARTY: Within 72 hours after receipt of a copy of this judgment or order which bears an Entered stamp, the party lodging the judgment or order will serve a complete copy bearing an Entered stamp by U.S. Mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following person(s) and/or entity(ies) at the address(es), facsimile transmission number(s), and/or email address(es) indicated below:

Sexy Hair Concepts, LLC
c/o Mark Milner
21551 Prairie Street
Chatsworth, CA 91311

Northwestern Mutual Life Insurance Company
720 East Wisconsin Avenue,
Milwaukee, Wisconsin 53202

Kik Custom Products
Dept CH 14106
Palatine, IL 60656-1471

220 Laboratories
2375 Third Street
Riverside, CA 92507

Design Worx Packaging
31 Orchard Street
Lake Forest, California 92630

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

Cosway Company, Inc.
Dept. 0876
Los Angeles, CA 90084-0876

PDA Group
24935 Ave Kearney
Valencia, CA 91355

Aware Products
Cust. # 470174
9250 Mason Ave.
Chatsworth, CA 91311

CCL Container
P.O. Box 95563
Chicago, IL 60694

JC Print Packaging & Display Inc
21026 Susan Carole Drive
Santa Clarita, CA 91350

Southwest Sales
2135 S. BREA CANYON RD.
DIAMOND BAR, VA 91765

PDA Group
24935 Ave Kearney
Valencia, CA 91355

Laural Packaging Group
743 Via De La Paz
Pacific Palisades, CA 90272

Coronet Printing
9260 Owensmouth
Chatsworth, CA 91311

C.H. Robinson Worldwide Inc.
P.O. Box 9121
Minneapolis, MN 55480-9121

Condensa SA
Avenida Marathon 2879
Santiago, Chile

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

August 2010

F 9021-1.1.NOTICE.ENTERED.ORDER
TRADEMARK
REEL: 004618 FRAME: 0298

Premier Logistics Inc.
10911 Cherry Street, Suite #201
Los Alamitos, CA 90720

Diplomat Packaging Co.
13010 Bradley Avenue
Sylmar, CA 91342

Bradley Component Supplies
545 E. Banning Street
Compton, CA 90222

Canadian Sales Agency
1 Valleybrook Drive, Suite 305
Toronto, Ontario M3B 2S7

Hairart Inc.
400 West 157th Street
Gardena, CA 90248

Progressive
P.O. Box 30108
Tampa, FL 33630

Jennifer Watson
2233 W 21st Street
Los Angeles, CA 90018-

Christyn C. Hannigan
571 Windsor Dr.
Fox Lake, IL 60020

Administaff Companies Inc
PO Box 200634
Houston, TX 77216

Andrew A Kling
Schiff Hardin
6600 Sears Tower
Chicago, IL 60606

James Stang
Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Boulevard
11th Floor
Los Angeles, CA 90067

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

Jonathan Friedland
2 North LaSalle Street Suite 1300
Chicago, Illinois 60602

Bank of Montreal
Administrative & Collateral Agent
Attn: Barry Stratton
115 S LaSalle St 12 West
Chicago, IL 60603

Bruce A Olson
BBI Group Inc
8235 Forsyth Blvd Suite 901
St Louis, MO 63105

Luxe Beauty Holdings Corporation
c/o Thoma Cressey Bravo Inc
300 N La Salle Street Suite 4350
Chicago, IL 60654

Philip G. Kaplan
Stinson Morrison Hecker LLP
168 N. Meramec Avenue, Suite 400
St. Louis, MO 63105

Richard Hess
Susman Godfrey LLP
1000 Louisiana Street Ste 5100
Houston, TX 77002

T Scott Avila
CRG Partners Group
11835 W Olympic Blvd
East Tower Suite 650E
Los Angeles, CA 90064

Robert Warshauer
Imperial Capital, LLC
485 Lexington Ave., 28th Floor
New York, NY 10017

Ross Martin
Ropes & Gray
Prudential Tower
800 Boylston Street
Boston, MA 02199-3600

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

August 2010

F 9021-1.1.NOTICE.ENTERED.ORDER
TRADEMARK
REEL: 004618 FRAME: 0300

Dimitri Karcazes
Goldberg Kohn
55 East Monroe Street, Suite 3300
Chicago, Illinois 60603-5792

Matt Gates
Chanin Capital
1150 Santa Monica Blvd.
6th Floor
Los Angeles, CA 90025

Deborah St. Rose
50 Dale Street
Boston, MA 02119

Gary Q. Michel
Ervin Cohen & Jessup LLP
9401 Wilshire Boulevard, Ninth Floor
Beverly Hills, California 90212-2974

NMHG Financial Services
PO Box 35701
Billings, MT 59107

Wells Fargo Bank, N.A.
300 Tri State Intl Ste 400
Lincolnshire, IL 60069

Office of the United States Trustee
21051 Warner Center Lane
Suite 115
Woodland Hills, CA 91367

David L. Neal, Esq.
Levene, Neale, Bender, Yoo & Brill L.L.P.
10250 Constellation Blvd., Suite 1700
Los Angeles, CA 90067

Premier Logistics C/O
Rick Ferrario
19690 Wildwood Dr.
West Linn, Or 97068

Jonathan Shenson
Klee, Tuchin, Bogdanoff & Stern LLP
1999 Avenue of the Stars, 39th Floor
Los Angeles, CA 90067

Courtney Pozmantier
Klee, Tuchin, Bogdanoff & Stern LLP
1999 Avenue of the Stars, 39th Floor
Los Angeles, CA 90067

Rhonda E. Klick
WESTRUP KLICK, LLP
444 West Ocean Boulevard
Suite 1614
Long Beach, California 90802

Dennis E. Mcgoldrick
220 Laboratories
350 S. Crenshaw Blvd., Suite A207B
Torrance, California 90503

Byron Z. Moldo
Ervin Cohen & Jessup LLP
9401 Wilshire Boulevard, 9th Floor
Beverly Hills, CA 90212

Richard H. Golubow
Winthrop Couchot
Professional Corporation
660 Newport Center Dr., Fourth Floor
Newport Beach, CA 92660

Mark S. Horoupian, Esq.
SulmeyerKupetz, APC
333 S. Hope St., 35th Floor
Los Angeles, CA 90071-1406

Steven R Skirvin
Dion-Kindem & Crockett
21271 Burbank Blvd., Suite 100
Woodland Hills, CA 91367

William E. Crockett
Dion-Kindem & Crockett
21271 Burbank Blvd., Suite 100
Woodland Hills, CA 91367

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

Dimitri G. Karcazes
GOLDBERG KOHN LTD.
55 East Monroe Street, Suite 3300
Chicago, IL 60603

Hamid R. Rafatjoo
VENABLE LLP
2049 Century Park East, Suite 2100
Los Angeles, CA 90067

Jennifer L. Nassiri
VENABLE LLP
2049 Century Park East, Suite 2100
Los Angeles, CA 90067

Rebecca S. Revich
VENABLE LLP
2049 Century Park East, Suite 2100
Los Angeles, CA 90067

James T. Southwick
SUSMAN GODFREY L.L.P.
1000 Louisiana Street, Suite 5100
Houston, TX 77002-5096

Los Angeles County Treasurer and Tax Collector
PO Box 54110
Los Angeles, CA 90054-0110

Jeffrey A. Krieger
Greenberg Glusker Fields Claman & Machtinger LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, CA 90067-4590

Service information continued on attached page

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

August 2010

RECORDED: 09/07/2011

**F 9021-1.1.NOTICE.ENTERED.ORDER
TRADEMARK
REEL: 004618 FRAME: 0303**