

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The CIT Group/Commercial Services, Inc.		08/22/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Silver Textile Incorporated		
Street Address:	2101 South Flower Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90007		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3044951	GRASS	
Registration Number:	3395787	GRASS IS GREENER	
Registration Number:	3254033	LOVE TEASE	
CORRESPONDENCE DATA			
Fax Number:	2136244840		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-620-0460		
Email:	jmolina@hillfarrer.com		
Correspondent Name:	Jesse Molina		
Address Line 1:	300 South Grand Avenue - 37 floor		
Address Line 2:	One California Plaza - 37th floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071-3147		
NAME OF SUBMITTER:	Jesse Molina		

OP \$90.00 3044951

Signature:

/Jesse Molina/

Date:

05/29/2012

Total Attachments: 37

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SECURED PARTY'S FORECLOSURE BILL OF SALE

This SECURED PARTY'S FORECLOSURE BILL OF SALE (this "Bill of Sale") is dated as of August 22, 2011 and is made by **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation ("CIT"), in favor of **SILVER TEXTILES, INC.** ("Purchaser"), with respect to CIT's foreclosure sale of certain personal property of **LARRY HANSEL CLOTHING, LLC**, a California limited liability company ("Debtor").

WITNESSETH:

WHEREAS, Debtor and CIT are parties to a certain Factoring Agreement (as amended from time to time, the "Factoring Agreement") and a certain Inventory Security Agreement (as amended from time to time, the "Inventory Security Agreement"; and together with the Factoring Agreement, the "Agreements"), pursuant to which (i) CIT has purchased the accounts receivable of, and made extensions of credit to, Debtor, and (ii) Debtor has secured all of its indebtedness, liabilities and obligations owed to CIT thereunder (collectively, the "Secured Obligations") by granting to CIT first priority, perfected security interests in certain personal property assets of Debtor, including the assets of Debtor described on Exhibit A attached hereto and made a part hereof (the "Purchased Assets");

WHEREAS, Debtor is in default under the Agreements and has agreed to surrender possession of the Purchased Assets to CIT in order to permit CIT to sell the Purchased Assets to Purchaser in a private sale pursuant to Division 9 of the Uniform Commercial Code as in effect in the State of California (the "UCC"); and

WHEREAS, Purchaser desires to purchase the Purchased Assets from CIT in a private sale pursuant to Division 9 of the UCC.

NOW, THEREFORE, pursuant to and in accordance with CIT's rights as a secured party under the UCC and for \$265,000.00 (the "Purchase Price") paid by Purchaser to CIT concurrent with the execution of this Bill of Sale, in immediately available funds, CIT hereby sells, transfers, assigns, bargains and conveys to Purchaser, all of Debtor's right, title and interest in and to the Purchased Assets, on an "AS-IS", "WHERE-IS" basis, without recourse of any kind or representations and warranties of any nature (such as warranties relating to title, possession, quiet enjoyment or the like), except as specifically set forth below.

1. CIT represents and warrants to Purchaser that:

(a) CIT has not previously sold, released, transferred, assigned or otherwise disposed of, in whole or in part, (i) the Purchased Assets, (ii) CIT's security interests in the Purchased Assets, or (iii) any of the Secured Obligations.

(b) Debtor is in default under the Agreements and has agreed to surrender possession of the Purchased Assets to CIT in order to permit CIT to sell the Purchased Assets to Purchaser.

(c) Purchaser will obtain title to the Purchased Assets in accordance with Section 9617 of the UCC.

2. CIT is not a manufacturer or a distributor of, or a dealer or merchant in, the Purchased Assets. Accordingly, CIT MAKES NO REPRESENTATION OR WARRANTY THAT THE PURCHASED ASSETS ARE SUITABLE FOR ANY PARTICULAR USE OR PURPOSE, AND WARRANTIES OF MERCHANTABILITY ARE HEREBY SPECIFICALLY DISCLAIMED.

3. Purchaser has inspected and accepted the Purchased Assets concurrent with the execution of this Bill of Sale.

4. This Bill of Sale will be governed by, and construed and enforced in accordance with, the internal laws of the State of California.

5. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original for all purposes. This Bill of Sale may be executed by a party's signature transmitted by facsimile or electronic mail, and copies of this Bill of Sale executed and delivered by means of facsimile or electronic mail signatures will have the same force and effect as copies hereof executed and delivered with original signatures.

6. This Bill of Sale is the product of negotiation and preparation by and among the parties hereto. The parties, therefore, expressly acknowledge and agree that this Bill of Sale will not be deemed prepared or drafted by one party or another, or their attorneys, and will be construed accordingly.

7. If any term or provision of this Bill of Sale or the application thereof to any person or circumstances will to any extent be invalid or unenforceable, the remainder of this Bill of Sale or the application of such terms or provisions to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby and each term and provision of this Bill of Sale will be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, CIT and Purchaser have caused this Bill of Sale to be executed by their duly authorized officers as of the day and year first written above.

THE CIT GROUP/COMMERCIAL SERVICES,
INC.

By: Roy Saltzman

Name: Roy Saltzman

Title: Director

SILVER TEXTILES, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, CIT and Purchaser have caused this Bill of Sale to be executed by their duly authorized officers as of the day and year first written above.

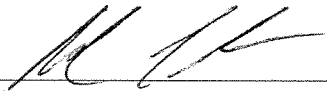
THE CIT GROUP/COMMERCIAL SERVICES,
INC.

By: _____

Name:

Title:

SILVER TEXTILES, INC.

By: 

Name: *SAN TEHRANI*

Title: *president*

EXHIBIT A

Description of Purchased Assets

All of the following property of Larry Hansel Clothing, LLC, a California limited liability company ("Debtor"):

1. All of Debtor's merchandise, inventory and goods, and all additions, substitutions and replacements thereof, wherever located, together with all goods and materials used or usable in manufacturing, processing, packaging or shipping same; in all stages of production – from raw materials through work-in-process to finished goods – and all proceeds of whatever sort, including without limitation:

(a) All inventory which is presently in existence and which is owned by Debtor or in which the Debtor has an ownership interest, whether such inventory is in transit or in Debtor's constructive, actual or exclusive possession, or is held by others for Debtor's account, with the exception of that inventory which Design Collection, Inc. sold but not released to Debtor;

(b) All inventory wherever located, including without limitation all inventory which may be located on Debtor's premises or upon the premises of any manufacturers, freight forwarders, shippers, carriers, forwarding agents, truckers, warehouseman, vendors, selling agents, finishers, converters, processors, or other third persons who may have possession of the inventory, including approximately 76,000 units in the possession of Pixior, LLC;

(c) All supplies, goods, incidentals, packaging materials, and any other items which contribute to the finished goods or products manufactured or processed by Debtor, or to the sale, promotion or shipment thereof;

but excluding (x) all property that is leased by Debtor from third parties, including without limitation the property described on the UCC-1 financing statement filings that are attached hereto as Exhibit A-1 and (y) all returned, rejected, reclaimed or repossessed inventory that relates to accounts receivable purchased by CIT from Debtor.

2. All of Debtor's general intangibles;

but excluding all of Debtor's payment intangibles, accounts receivable and other rights to payment.

3. All of Debtor's patents and trademarks, including those registered in the United States Patent and Trademark Office, the goodwill of the business in connection therewith, and any and all proceeds, royalties and other fees which are or may become due therefrom or for the use thereof.

4. All of Debtor's accounting and financial records (whether paper, computer or electronic), data, tapes, discs, or other media, and all programs, files, records and procedure manuals relating thereto, wherever located ("Books and Records");

but excluding all Books and Records that relate to accounts receivable purchased by CIT from Debtor.

EXHIBIT A-1

Leased Property

[See attached]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 UCC DIRECT SERVICES
 2727 ALLEN PARKWAY
 HOUSTON, TX 77019
 USA

DOCUMENT NUMBER: 10403480002
 FILING NUMBER: 06-7092107628
 FILING DATE: 11/15/2006 13:35
 IMAGE GENERATED ELECTRONICALLY FOR XML FILING
 THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME LARRY HANSEL CLOTHING, LLC					
OR	1b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS 2300 S EASTERN AVE		CITY COMMERCE	STATE CA	POSTAL CODE 90040	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	1e. TYPE OF ORGANIZATION Limited Lia bilityComp any	1f. JURISDICTION OF ORGANIZATION CA	1g. ORGANIZATIONAL ID#, if any 200523810167	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME US BANCORP					
OR	3b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
3c. MAILING ADDRESS 1310 MADRID STREET STE 101		CITY MARSHALL	STATE MN	POSTAL CODE 56258	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:
 THIS FILING IS FOR INFORMATIONAL PURPOSES ONLY LEASE # 684040 Description Serial Number Model COPIERS
 L3665800241C3030SPFCOPIERS
 L3765501201C3030SPFCOPIERS L365800214C3030SPF

5. ALT DESIGNATION: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

<input type="checkbox"/> 6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
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8. OPTIONAL FILER REFERENCE DATA
 CA-0-22573952-616000

FILING OFFICE COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

07-7097402480

12/29/2006 10:24

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

PLEASE RETURN TO

CSC
2730 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833
Acct. #10011306



FILED
 CALIFORNIA
 SECRETARY OF STATE



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME						
Larry Hansel Aircraft, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2300 S. Eastern Ave.			Commerce	CA	90040	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
		LLC	CA	200625510044 <input type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		
				<input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME						
Merrill Lynch Business Financial Services Inc., Merrill Lynch Capital Division						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
222 N. LaSalle Street, 16th Floor			Chicago	IL	60601	USA

4. This FINANCING STATEMENT covers the following collateral:

The Aircraft more fully described on Annex C attached hereto, howsoever arising, whether now owned or existing or hereafter acquired or arising, and wherever located; together with engines, avionics and all parts thereof (including spare parts), all replacements, attachments, substitutions, accessories, alterations and accessions thereto, all books and records (including computer records and logbooks) directly related thereto, all proceeds thereof (including, without limitation, proceeds in the form of Accounts and insurance proceeds).

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable.	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)		All Debtors		Debtor 1	Debtor 2

8. OPTIONAL FILER REFERENCE DATA

CA:SOS

371 TMS 6/16/02-1

ANNEX C

AIRCRAFT DESCRIPTION

One (1) Learjet, Inc. (also described on the International Registry drop down menu as LEARJET) model 60 (also described on the International Registry drop down menu as LEARJET 60) aircraft, bearing manufacturer's serial number 021 (also described on the International Registry drop down menu as serial number 21) and U.S. registration number N600GA, that consists of the following components:

- (a) Airframe bearing FAA Registration Mark N600GA and manufacturer's serial number 021.
- (b) two (2) PRATT & WHITNEY CANADA model PW305A (also described on the International Registry drop down menu as PW300 SERIES) aircraft engines, bearing manufacturer's S/N 305159 and S/N 305160, (each of which has 550 or more rated takeoff shaft horsepower or the equivalent of such horsepower)
- (c) Standard avionics and equipment, all other accessories, additions, modifications and attachments to, and all replacements and substitutions for, any of the foregoing, all as more particularly described on Schedule A attached hereto and made a part hereof.

1096488002

SCHEDULE A TO ANNEX C

AVIONICS & EQUIPMENT

10964880002

AVIONICS

Collins IDS-850 4-Tube EFIS
Dual Collins VHF-422C COM's
Dual Collins VIR-432 NAV's
Dual Collins ADF-482 ADF's
Dual Collins DME-422 DME's
Dual Collins TDR-94D Transponders (Mode S)
Dual Collins RMI-30 RMI's
Collins ALT-55B Radio Altimeter
JET PS-835D Emergency Battery
JET 2' Standby Attitude Gyro
Dorne & Margolin DM ELT 14-1-1
Collins WXR-840 Color Radar
Collins APS-85 Autopilot
Dual Universal UNS-1B+ FMS w/Dual Gps
Allied Signal KPG 860
Single King KHF-950 HF's w/Selcal
Collins TTR-920, TCAS II w/change 7

OPTIONAL EQUIPMENT/FEATURES

Forward RH galley with storage drawers
Forward LH refreshment center with two heated liquid containers
Two 115 volt outlets in cabin
Aft pyramid cabinet
RVSM certified
FAR 135 Compliant
Airshow 400 with DVD and CD player
Forward and Aft flat screens
Six executive chairs, single side facing seat fwd RH cabin plus a belted lavatory. Chocolate leather seats, grey tweed carpet, and walnut veneer woodwork.

EXTERIOR

Overall white with deep red and grey trim stripes

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 UCC DIRECT SERVICES
 2727 ALLEN PARKWAY
 HOUSTON, TX 77019
 USA

DOCUMENT NUMBER: 13028790002
 FILING NUMBER: 07-7117705126
 FILING DATE: 06/15/2007 04:43
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1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME LARRY HANSEL CLOTHING, LLC					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2300 S EASTERN AVE		CITY COMMERCE	STATE CA	POSTAL CODE 90040	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	1e. TYPE OF ORGANIZATION Limited Lia bility Company	1f. JURISDICTION OF ORGANIZATION CA	1g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE 200523810167	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME US Bancorp					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1310 Madrid Street		CITY Marshall	STATE MN	POSTAL CODE 56258	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:
 FOR INFORMATIONAL PURPOSES ONLY: 1 COPIERS C4540SPF L9076420775; 1 COPIERS CPC C4540SPF L9076420775C

5. ALT DESIGNATION: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
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8. OPTIONAL FILER REFERENCE DATA
 CA-0-25304222-616000

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 UCC DIRECT SERVICES
 2727 ALLEN PARKWAY
 HOUSTON, TX 77019
 USA

DOCUMENT NUMBER: 14498220002
 FILING NUMBER: 07-7133198110
 FILING DATE: 10/18/2007 06:01
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1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME LARRY HANSEL CLOTHING, LLC				
	1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS 2300 S EASTERN AVE		CITY COMMERCE	STATE CA	POSTAL CODE 90040	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO.	1e. TYPE OF ORGANIZATION Limited Lia bilty Comp any	1f. JURISDICTION OF ORGANIZATION CA	1g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE 200523810167	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME				
	2b. INDIVIDUAL'S LAST NAME				
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME US Bancorp				
	3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS 1310 Madrid Street		CITY Marshall	STATE MN	POSTAL CODE 56258	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:
 FOR INFORMATIONAL PURPOSES ONLY: 1 SR790 K0709100001; 1 pb30100 7100907003

5. ALT DESIGNATION: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
 CA-0-26426776-616000

FILING OFFICE COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC DIRECT SERVICES
2727 ALLEN PARKWAY
HOUSTON, TX 77019
USA

DOCUMENT NUMBER: 14825260002
FILING NUMBER: 07-7136535179
FILING DATE: 11/13/2007 10:38
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1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME LARRY HANSEL CLOTHING, LLC					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2300 S EASTERN AVE		CITY COMMERCE		STATE CA	POSTAL CODE 90040
1d. SEE INSTRUCTIONS		ADD'L DEBTOR INFO	1e. TYPE OF ORGANIZATION Limited Lia bility Comp any	1f. JURISDICTION OF ORGANIZATION CA	1g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE 200523810167

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY		STATE	POSTAL CODE
2d. SEE INSTRUCTIONS		ADD'L DEBTOR INFO	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME US Bancorp					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1310 Madrid Street		CITY Marshall		STATE MN	POSTAL CODE 56258

4. This FINANCING STATEMENT covers the following collateral:
FOR INFORMATIONAL PURPOSES ONLY: 1 C2525SPF L3675500593; 1 C2525SPF L3675500593C

5. ALT DESIGNATION: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)
[ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

CA-0-26997308-616000

FILING OFFICE COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC DIRECT SERVICES
2727 ALLEN PARKWAY
HOUSTON, TX 77019
USA

DOCUMENT NUMBER: 15847130002
FILING NUMBER: 08-7146818358
FILING DATE: 02/11/2008 11:02
IMAGE GENERATED ELECTRONICALLY FOR XML FILING
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME LARRY HANSEL CLOTHING, LLC					
OR	1b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS 2300 S. Eastern Ave.		CITY Commerce	STATE CA	POSTAL CODE 90040	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	1e. TYPE OF ORGANIZATION Limited Lia bility Comp any	1f. JURISDICTION OF ORGANIZATION CA	1g. ORGANIZATIONAL ID#, if any <input checked="" type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Qwest Communications Corporation					
OR	3b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
3c. MAILING ADDRESS 1801 California St. Suite 900		CITY Denver	STATE CO	POSTAL CODE 80202	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Attachment(s)

5. ALT DESIGNATION: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
CA-0-28506895-Larry

FILING OFFICE COPY

see Attachment

This page and any following pages include and merge any text received for the collateral description with any attachments.

TRADEMARK
REEL: 004790 FRAME: 0842

Larry Hansel Clothing, LLC

Manufacturer	Part #	Description	Qty
CISCO	UNITYU4-200USR-E	Unity UM Exchg, 200 users, 16 session, 2	1
CISCO	MCS-7825-H2-ECS1	MCS-7825-H2 Rack; Unity; Unity Bridge; 2	1
CISCO	USOL-A-SE-USR	Solution Bundle - A - SE	159
CISCO	KEY-CCM-ADMIN-K9=	Hardware Security Key for CCM Admin Rele	2
CISCO	CM-5-REDUND-SE	CallManager - Redundant Server License S	159
CISCO	C2821-VSEC-SRST/K9	2821 VSEC Bundle w/PVDM2-32FL-SRST-48Adv	1
CISCO	PVDM2-64	64-Channel Packet Voice/Fax DSP Module	1
CISCO	VIC2-4FXO	Four-port Voice Interface Card - FXO (Un	1
CISCO	VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN	1
CISCO	MCS7825H2-K9-CMA2	HW/SW CallMgr 5.1 7825-H2 Appliance, 0 S	2
CISCO	LIC-CM-DL-500=	CallManager Device License - 500 units	1
CISCO	WS-C3560G-48PS-S	Catalyst 3560 48 10/100/1000T PoE + 4 SF	2
CISCO	CAB-16AWG-AC	AC Power cord, 16AWG	2
CISCO	WS-C3560G-24PS-S	Catalyst 3560 24 10/100/1000T PoE + 4 SF	5
CISCO	CP-DOUBLFOOTSTAND=	Footstand kit for 2 7914s	1
CISCO	CP-PWR-CUBE-3=	IP Phone power transformer for the 7900	1
CISCO	CP-PWR-CORD-NA=	7900 Series Transformer pwr. cord N Amer	1
CISCO	LIC-CM-DL-10=	CallManager Device License - 10 units	8
CISCO	GLC-T=	1000BASE-T SFP	14
CISCO	ATA186-I1-A=	Spare ATA 186 2 port adapter	6
CISCO	ATACAB-NA=	Spare ATA Power Cable For North America	6
CISCO	CP-7914=	7914 IP Phone Expansion Module for 7960	2
CISCO	CP-7941G=	Cisco IP Phone 7941 spare	98
CISCO	CP-7961G=	Cisco IP Phone 7961 spare	1
CISCO	CISCO C2811-VSEC-SRST/K9	2811 VSEC Bundle w/PVDM2-16,FL-SRST-36,A	1
CISCO	VIC2-4FXO	Four-port Voice Interface Card - FXO (Un 0	1
CISCO	PVDM2-16U48	PVDM2 16-channel to 48-channel factory u	1
CISCO	VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN	1
CISCO	GLC-T=	1000BASE-T SFP	6
CISCO	CP-7941G=	Cisco IP Phone 7941 spare	20
CISCO	WS-C3560-48PS-S	48 10/1 00 ports, 4 SFP ports, SMI software	1
CISCO	WS-C3560-24PS-S	24 10/1 00 ports, 2 SFP ports, SMI software	1
CISCO	ATA186-I1-A=	Spare ATA 186 2 port adapter	2
CISCO	ATACAB-NA=	Spare ATA Power Cable For North America	2
CISCO	CP-7941G=	Cisco IP Phone 7941 spare	4
CISCO	C2801-VSEC-SRST/K9	2801 VSEC Bundle w/PVDM2-8,FL-SRST-24,Ad	1
CISCO	VIC2-2FXO	Two-port Voice Interface Card - FXO (Unl	1
CISCO	VVIC2-1MFT-T1/E1	1-Port 2nd Gen Multiflex Trunk Voice/WAN	1
CISCO	PVDM2-8U32	PVDM2 8-channel to 32-channel factory up	1
CISCO	WS-C3560-24PS-S	24 10/1 00 ports, 2 SFP ports, SMI software	1
CISCO	ATA186-I1-A=	Spare ATA 186 2 port adapter	1
CISCO	ATACAB-NA=	Spare ATA Power Cable For North America	1
CISCO	CP-7941G=	Cisco IP Phone 7941 spare	6
CISCO	C2801-VSEC-SRST/K9	2801 VSEC Bundle w/PVDM2-8,FL-SRST-24,Ad	1
CISCO	VIC2-4FXO	Four-port Voice Interface Card - FXO (Un	1
CISCO	VVIC2-1MFT-T1/E1	1-Port 2nd Gen Multiflex Trunk Voice/WAN	1
CISCO	PVDM2-8U32	PVDM2 8-channel to 32-channel factory up	1
CISCO	WS-C3560-24PS-S	24 10/1 00 ports, 2 SFP ports, SMI softwa	1
CISCO	ATA186-I1-A=	Spare ATA 186 2 port adapter	1
CISCO	ATACAB-NA=	Spare ATA Power Cable For North America	1

**ACKNOWLEDGMENT OF DEFAULTS,
SURRENDER OF POSSESSION AND WAIVER AGREEMENT**

THIS ACKNOWLEDGMENT OF DEFAULTS, SURRENDER OF POSSESSION AND WAIVER AGREEMENT (this "Agreement") is made and executed this 22nd day of August, 2011, by and among **LARRY HANSEL CLOTHING, LLC**, a California limited liability company (the "Company"), **LARRY HANSEL**, a resident of the State of California (the "Guarantor"), and **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation ("CIT").

RECITALS:

A. The Company and CIT are parties to certain factoring and financing documents (the "Factoring Documents"), by which CIT provided factoring services and extended credit to the Company secured by security interests in certain of the Company's assets, including all of the Company's accounts, instruments, documents, chattel paper, contract rights, inventory and other goods, general intangibles (including patents and trademarks), and products and proceeds thereof (the "Collateral").

B. To induce CIT to enter into the Factoring Documents and to provide factoring services and extend credit to the Company thereunder or to continue to do so, the Guarantor executed a Guaranty dated as of September 16, 2005 (the "Guaranty"), pursuant to which the Guarantor has unconditionally guaranteed the prompt payment and performance of all of the Obligations (as such term is defined in the Guaranty), but subject to a maximum as set forth in the Guaranty.

C. Certain defaults and events of default have occurred and currently exist under the Factoring Documents. The Company acknowledges that it is unable to pay the Obligations (as such term is defined in the Factoring Documents) owing to CIT under the Factoring Documents and cannot continue its business operations.

D. CIT contemplates that it will be disposing of certain of the Collateral (the "Surrendered Collateral") by private foreclosure sale under Article 9 of the Uniform Commercial Code as in effect in the State of California (the "UCC") for the best obtainable price, as determined by CIT in the exercise of its sole and absolute discretion. The Surrendered Collateral is described on Exhibit A attached hereto.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Company, the Guarantor and CIT hereby agree as follows:

1. **Recitals**. The Company, the Guarantor and CIT hereby agree that the recitals set forth above are true and accurate and form a part of this Agreement.

2. **Acknowledgement of Defaults**. The Company and the Guarantor acknowledge that (a) as of the date of this Agreement, certain defaults and events of default have occurred under the Factoring Documents and (b) the Company has no means by which to satisfy the Obligations.

3. **Surrender of the Surrendered Collateral**. In light of the occurrence of the defaults and events of default that currently exist under the Factoring Documents, and in order to facilitate an orderly disposition of the Surrendered Collateral, on August 22, 2011 (the "Surrender Date"), the Company and the Guarantor agree that the Company will surrender possession of the Surrendered Collateral and that CIT, as a secured party, may on or after the Surrender Date take immediate possession, or cause any buyer to take immediate possession, of the Surrendered Collateral. Collateral that is not Surrendered Collateral, if any, shall remain in the possession of the Company.

4. **Exercise by CIT of its Remedies**. The Company and the Guarantor agree that CIT may exercise, at CIT's discretion, its remedies as provided in the Factoring Documents and in accordance with the UCC and other applicable law, it being understood that the Company's surrender of peaceful possession of the Surrendered Collateral shall not constitute an acceptance of collateral in full or partial satisfaction of indebtedness under the UCC or otherwise.

5. **Waiver of Notices**. The Company and the Guarantor (in his capacity as a guarantor of the Company's obligations to CIT and his capacity as a secured creditor of the Company) unconditionally and forever waive and renounce all rights they may have to notification of acceleration of the Obligations and notification of any private foreclosure sale of the Surrendered Collateral under the UCC and the Factoring Documents that is consummated on or after the Surrender Date, which waiver and renouncement as to notification of any private foreclosure sale is given in accordance with §9624 of the UCC.

6. **Consent to Foreclosure Sales: Commercially Reasonable Manner**. The Company and the Guarantor request that CIT sell the Surrendered Collateral pursuant to one or more private foreclosure sales, as deemed appropriate by CIT in the exercise of its sole and absolute discretion, and agree that all such sales shall be deemed to have been conducted in a commercially reasonable manner. To facilitate such sales, and to induce CIT to conduct such sales, the Company and the Guarantor have each executed this Agreement. This Agreement is intended by the Company and the Guarantor as a proposal to CIT of an agreement to determine the standards by which the fulfillment of the obligations of CIT to act in good faith and in a commercially reasonable manner (as specified in §§ 9610 - 9613 of the UCC) are to be measured, which agreement is permissible under §9603 of the UCC.

7. **Cooperation**. The Company and the Guarantor agree that they will cooperate with CIT in accomplishing the purposes set forth herein and that the Company and the Guarantor will fulfill their obligations hereunder. The Company and the Guarantor agree to render such assistance

as they are able to in connection with CIT's sale of the Surrendered Collateral and the collection by CIT of the accounts receivable of the Company that have been sold to CIT pursuant to the Factoring Documents. The Company will allow, and the Guarantor will cause the Company to allow, CIT and its agents or representatives access to the Company's business premises.

8. **No Further Extensions of Credit.** The Company acknowledges and agrees that CIT has no obligation to make any further extensions of credit to the Company under the Factoring Documents and any such extensions of credit shall be in CIT's sole and absolute discretion.

9. **Additional Agreements of the Company and the Guarantor.** The Company and the Guarantor acknowledge and agree that:

(a) The Obligations owing by the Company to CIT under the Factoring Documents and guaranteed by the Guarantor are absolutely due and owing by the Company and the Guarantor to CIT without any defenses, deductions, offsets or counterclaims of any kind or nature;

(b) The Factoring Documents and this Agreement are the legal, valid and binding obligation of the Company enforceable against the Company in accordance with their respective terms without any defenses, deductions, offsets or counterclaims of any kind or nature;

(c) The Guaranty, this Agreement and any documents providing collateral to CIT for the Guaranty are the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with their terms without any defenses, deductions, offsets or counterclaims of any kind or nature; and

(d) The Company and the Guarantor shall remain liable for all of the Obligations owing to CIT reduced by the actual amount received by CIT from any foreclosure sale of the Surrendered Collateral, after deduction of (i) the payment of all liquidation costs and expenses in connection with such sale for which the Company and the Guarantor are responsible under the Factoring Documents and the Guaranty and (ii) the payment by CIT to Star Fabrics, Inc. and Design Collection, Inc. of the sum of \$22,500.00 out of the proceeds of a proposed foreclosure sale to Silver Textiles, Inc.

10. **RELEASE OF CLAIMS.** Each of the Borrower and the Guarantor hereby, for itself or himself and its or his successors, administrators and assigns (each a "Releasing Party" and collectively, the "Releasing Parties"), releases, acquits and forever discharges CIT and its directors, officers, employees, agents, advisors, attorneys, affiliates, successors, administrators and assigns (the "Released Parties") of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever which any Releasing Party might have because of anything done, omitted to be done, or allowed to be done by any of the Released Parties and in any way arising out of or connected with the Factoring Documents, the Guaranty or this Agreement as of the date of execution of this Agreement, **WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN** (the "Released Matters"). Releasing Parties each further agrees never to commence, aid or participate in any legal action or other proceeding based in whole or in part upon the Released Matters. In furtherance of this release, Releasing Parties

each acknowledges and waives the benefits of California Civil Code Section 1542 (and all similar statutory, regulatory, or judicially created laws or rules of any other jurisdiction), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Releasing Parties each agree that this general release is an essential and material term of this Agreement and that the agreements in this Section 10 are intended to be in full satisfaction of any alleged injuries or damages in connection with the Released Matters. Releasing Parties each represent and warrant that it or he has not purported to convey, transfer or assign any right, title or interest in any Released Matter to any other person or entity and that the foregoing constitutes a full and complete release of the Released Matters. Releasing Parties each also understands that this release shall apply to all unknown or unanticipated results of the transactions and occurrences described above, as well as those known and anticipated. Releasing Parties each has consulted with legal counsel prior to signing this release, or had an opportunity to obtain such counsel and knowingly chose not to do so, and executes such release voluntarily, with the intention of fully and finally extinguishing all Released Matters.

11. **No Duress.** Each party is entering into this Agreement freely and voluntarily with the advice of legal counsel of its or his own choosing, and each has freely and voluntarily agreed to the releases, waivers and agreements set forth in this Agreement.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement, and may be executed and delivered via facsimile or electronic mail transmission.

13. **Final Agreement.** This Agreement contains the final and entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement may be amended or altered only in writing signed by each of the parties.

14. **No Novation, Etc.** This Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and, except as otherwise expressly stated herein, the Factoring Documents and the Guaranty remain in full force and effect.

15. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of California.

16. **Non-Waiver of Existing Defaults and Events of Default.** This Agreement shall not be deemed a waiver of or consent to any defaults or events of default that exist on the date of this Agreement or may hereafter occur. The Company and the Guarantor agree that any such defaults or events of default shall not be deemed to have been waived, released or cured by virtue of the execution of this Agreement.

17. Parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

18. Headings. The headings in this Agreement are for the purpose of reference only and shall not affect the construction of this Agreement.

19. Severability. The provisions of this Agreement shall be severable and the illegibility, unenforceability or invalidity of any provision of this Agreement shall not affect or impair the remaining provisions hereof, and each provision of this Agreement shall be construed to be valid and enforceable to the fullest extent permitted by law.

[Signature Pages to Follow]

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

Company:

LARRY HANSEL CLOTHING, LLC


By: 

Name:

Larry Hansel

Title:

CEO

Guarantor: 

Larry Hansel

CIT:

THE CIT GROUP/COMMERCIAL SERVICES,
INC.

By: *Ray Soltman*

Name: *Ray Soltman*

Title: *Director*

EXHIBIT A

Surrendered Collateral

All of the following property of Larry Hansel Clothing, LLC, a California limited liability company (the "Company"):

1. All of the Company's merchandise, inventory and goods, and all additions, substitutions and replacements thereof, wherever located, together with all goods and materials used or usable in manufacturing, processing, packaging or shipping same; in all stages of production – from raw materials through work-in-process to finished goods – and all proceeds of whatever sort, including without limitation:

(a) All inventory which is presently in existence and which is owned by the Company or in which the Company has an ownership interest, whether such inventory is in transit or in the Company's constructive, actual or exclusive possession, or is held by others for the Company's account, with the exception of that inventory which Design Collection, Inc. sold but not released to the Company;

(b) All inventory wherever located, including without limitation all inventory which may be located on the Company's premises or upon the premises of any manufacturers, freight forwarders, shippers, carriers, forwarding agents, truckers, warehouseman, vendors, selling agents, finishers, converters, processors, or other third persons who may have possession of the inventory, including approximately 76,000 units in the possession of Pixior, LLC;

(c) All supplies, goods, incidentals, packaging materials, and any other items which contribute to the finished goods or products manufactured or processed by the Company, or to the sale, promotion or shipment thereof;

but excluding (x) all property that is leased by the Company from third parties, including without limitation the property described on the UCC-1 financing statement filings that are attached hereto as Exhibit A-1 and (y) all returned, rejected, reclaimed or repossessed inventory that relates to accounts receivable purchased by CIT from the Company.

2. All of the Company's general intangibles;

but excluding all of the Company's payment intangibles, accounts receivable and other rights to payment.

3. All of the Company's patents and trademarks, including those registered in the United States Patent and Trademark Office, the goodwill of the business in connection therewith, and any and all proceeds, royalties and other fees which are or may become due therefrom or for the use thereof.

4. All of the Company's accounting and financial records (whether paper, computer or electronic), data, tapes, discs, or other media, and all programs, files, records and procedure manuals relating thereto, wherever located ("Books and Records");

but excluding all Books and Records that relate to accounts receivable purchased by CIT from the Company.

EXHIBIT A-1

Leased Property
[See attached]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC DIRECT SERVICES
2727 ALLEN PARKWAY
HOUSTON, TX 77019
USA

DOCUMENT NUMBER: 10403490002
FILING NUMBER: 06-7082107528
FILING DATE: 11/15/2006 13:35
IMAGE GENERATED ELECTRONICALLY FOR XML FILING
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME LARRY HANSEL CLOTHING, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2300 S EASTERN AVE		CITY COMMERCE	STATE CA	POSTAL CODE 90040
1d. SEE ADD'L DEBTOR INFO INSTRUCTIONS		1e. TYPE OF ORGANIZATION Limited Lia bility Comp any	1f. JURISDICTION OF ORGANIZATION CA	1g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE 200520810167

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE ADD'L DEBTOR INFO INSTRUCTIONS		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME US BANCORP				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1310 MADRID STREET STE 101		CITY MARSHALL	STATE WV	POSTAL CODE 26258

4. This FINANCING STATEMENT covers the following collateral:

THIS FILING IS FOR INFORMATIONAL PURPOSES ONLY LEASE # 684040 Description Serial Number Model COPIERS
L366590241C3030SPFCOPIERS
L3765591201C3030SPFCOPIERS L365900214C3030SPF

5. PARTY DESIGNATION: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG LIEN NON-UCC FILING

6. Is this FINANCING STATEMENT to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)
ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
CA-0-22573952-616000

FILING OFFICE COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

07-7097402480

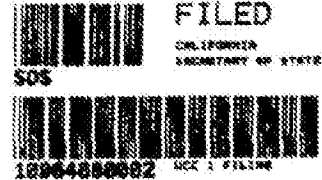
12/29/2006 10:24

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

*****PLEASE RETURN TO*****

CSC
2730 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833
Acct. #10011306



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

I. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Larry Hansel Aircraft, LLC

OR
 2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS
2300 S. Eastern Ave.

2d. CITY
Commerce

2e. STATE
CA

2f. POSTAL CODE
90040

2g. COUNTRY
USA

2h. TYPE OF ORGANIZATION
LLC

2i. JURISDICTION OF ORGANIZATION
CA

2j. ORGANIZATIONAL ID # (only)

2k. ORGANIZATIONAL ID # (only)

II. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR
 2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

2d. CITY

2e. STATE

2f. POSTAL CODE

2g. COUNTRY

2h. TYPE OF ORGANIZATION

2i. JURISDICTION OF ORGANIZATION

2j. ORGANIZATIONAL ID # (only)

2k. ORGANIZATIONAL ID # (only)

III. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR SP1) - Insert only one secured party name (2a or 2b)

1a. ORGANIZATION'S NAME
Merrill Lynch Business Financial Services Inc., Merrill Lynch Capital Division

OR
 2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS
222 N. LaSalle Street, 16th Floor

2d. CITY
Chicago

2e. STATE
IL

2f. POSTAL CODE
60601

2g. COUNTRY
USA

IV. THE FINANCING STATEMENT covers the following collateral:

The Aircraft more fully described on Annex C attached hereto, howsoever arising, whether now owned or existing or hereafter acquired or arising, and wherever located; together with engines, avionics and all parts thereof (including spare parts), all replacements, attachments, substitutions, accessories, alterations and accessions thereto, all books and records (including computer records and logbooks) directly related thereto, all proceeds thereof (including, without limitation, proceeds in the form of Accounts and insurance proceeds).

5. ALTERNATIVE DESIGNATION of applicant: LESSOR/LESSOR CONSIGNEE/CONSIGNEOR SALES/BUYER SELLER/PURCHASER AG. LIEN NON-UCC FILING

6. THIS FINANCING STATEMENT IS TO BE FILED (for priority) OR RECEIVED IN THE REAL PROPERTY RECORDS (check to REQUEST SEARCH REPORT (if an Assignor) (optional) All Database Database 1 Database 2

7. OPTIONAL FILER REFERENCE DATA

CA:SOS

431 TMS 691662-1

FILING OFFICE COPY --- UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

ANNEX C
AIRCRAFT DESCRIPTION

One (1) Learjet, Inc. (also described on the International Registry drop down menu as LEARJET) model 60 (also described on the International Registry drop down menu as LEARJET 60) aircraft, bearing manufacturer's serial number 021 (also described on the International Registry drop down menu as serial number 21) and U.S. registration number N600GA, that consists of the following components:

- (a) Airframe bearing FAA Registration Mark N600GA and manufacturer's serial number 021.
- (b) two (2) PRATT & WHITNEY CANADA model PW305A (also described on the International Registry drop down menu as PW300 SERIES) aircraft engines, bearing manufacturer's S/N 305158 and S/N 305160, (each of which has 550 or more rated takeoff shaft horsepower or the equivalent of such horsepower)
- (c) Standard avionics and equipment, all other accessories, additions, modifications and attachments to, and all replacements and substitutions for, any of the foregoing, all as more particularly described on Schedule A attached hereto and made a part hereof.

1056480002

SCHEDULE A TO ANNEX C

AVIONICS & EQUIPMENT

10964860002

AVIONICS

Collins iDS-850 4-Tube EFIS
Dual Collins VHF-422C COM's
Dual Collins VIR-432 NAV's
Dual Collins ADF-462 ADF's
Dual Collins DME-422 DME's
Dual Collins TDR-94D Transponders (Mode S)
Dual Collins RMI-30 RMI's
Collins ALT-55B Radio Altimeter
JET PS-835D Emergency Battery
JET 2' Standby Attitude Gyro
Dome & Margolin DM ELT 14-1-1
Collins WXR-840 Color Radar
Collins APS-85 Autopilot
Dual Universal UNS-1B+ FMS w/Dual Gps
Allied Signal KPG 860
Single King KHF-850 HF's w/Sekcal
Collins TTR-920, TCAS II w/change 7

OPTIONAL EQUIPMENT/FEATURES

Forward RH galley with storage drawers
Forward LH refreshment center with two heated liquid containers
Two 115 volt outlets in cabin
AR pyramid cabinet
RVSM certified
FAR 135 Compliant
Airshow 400 with DVD and CD player
Forward and Aft flat screens
Six executive chairs, single side facing seat fwd RH cabin plus a heated lavatory. Chocolate leather seats, grey tweed carpet, and walnut veneer woodwork.

EXTERIOR

Overall white with deep red and grey trim stripes

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 UCC DIRECT SERVICES
 2727 ALLEN PARKWAY
 HOUSTON, TX 77019
 USA

DOCUMENT NUMBER: 13026760002
 FILING NUMBER: 07-7117705126
 FILING DATE: 09/15/2007 04:43
 IMAGE GENERATED ELECTRONICALLY FOR XML FILING
 THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only org debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 LARRY HANSEL CLOTHING, LLC

OR
 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 1300 S EASTERN AVE COMMERCES CA 90040 USA

1d. SEE ADD'L DEBTOR INFO 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID#, if any
 INSTRUCTIONS LimitedLi CA 200520810167 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only org debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE ADD'L DEBTOR INFO 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID#, if any
 INSTRUCTIONS NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only org secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 US B corp

OR
 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 1310 Madrid Street Marshall MN 56238 USA

4. This FINANCING STATEMENT covers the following collateral:
 FOR INFORMATIONAL PURPOSES ONLY: 1 COPIERS C4540SPF L9076420775; 1 COPIERS CFC C4540SPF L9076420775C

5. ALT DESIGNATION: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
 Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)
 [ADDITIONAL FEE] (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
 CA-0-25304322-616000

FILING OFFICE COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 UCC DIRECT SERVICES
 2727 ALLEN PARKWAY
 HOUSTON, TX 77019
 USA

DOCUMENT NUMBER: 14498220002
 FILING NUMBER: 07-7133198110
 FILING DATE: 10/19/2007 06:31
 IMAGE GENERATED ELECTRONICALLY FOR XML FILING
 THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 LARRY HANSEL CLOTHING, LLC

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 2300 S EASTERN AVE COMMERCE CA 90040 USA

1d. SEE ADD'L DEBTOR INFO. **1e. TYPE OF ORGANIZATION** **1f. JURISDICTION OF ORGANIZATION** **1g. ORGANIZATIONAL ID#, if any**
 INSTRUCTIONS Limited/Lia CA 200523810187 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE ADD'L DEBTOR INFO. **2e. TYPE OF ORGANIZATION** **2f. JURISDICTION OF ORGANIZATION** **2g. ORGANIZATIONAL ID#, if any**
 INSTRUCTIONS NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 US Bancorp

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 1310 Madrid Street Marshall MN 56258 USA

4. This FINANCING STATEMENT covers the following collateral:
 FOR INFORMATIONAL PURPOSES ONLY: 1 SR790 K0709100001; 1 ph30100 7100907003

5. ALY DESIGNATION: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS **7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)**
 Attach Addendum (if applicable) [ADDITIONAL FEE] (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
 CA-D-26426776-616000

FILING OFFICE COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 UCC DIRECT SERVICES
 2727 ALLEN PARKWAY
 HOUSTON, TX 77019
 USA

DOCUMENT NUMBER: 14825200002
 FILING NUMBER: 07-7136635178
 FILING DATE: 11/13/2007 10:38
 IMAGE GENERATED ELECTRONICALLY FOR XML FILING
 THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME LARRY HANSEL CLOTHING, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2300 S EASTERN AVE		CITY COMMERCE	STATE CA	POSTAL CODE 90040
1d. SEE INSTRUCTIONS		1e. TYPE OF ORGANIZATION LimitedLi bilityCorp any	1f. JURISDICTION OF ORGANIZATION CA	1g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE 200520810167

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME JIS Buscorp				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1310 Madrid Street		CITY Marshall	STATE MN	POSTAL CODE 56258

4. This FINANCING STATEMENT covers the following collateral:
 FOR INFORMATIONAL PURPOSES ONLY: 1 C2525SPF L3675506593; 1 C2525SPF L3675500593C

5. ALT DESIGNATION: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AS LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)
 ADDITIONAL FEE [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
 CA-0-28997308-616000

FILING OFFICE COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (from and back) CAREFULLY

1. NAME & PHONE OF CONTACT AT FILER (optional)

2. SEND ACKNOWLEDGMENT TO: (Name and Address)
 UCC DIRECT SERVICES
 2727 ALLEN PARKWAY
 HOUSTON, TX 77019
 USA

DOCUMENT NUMBER: 15847130002
 FILING NUMBER: 08-7146818356
 FILING DATE: 02/11/2008 11:32
 IMAGE GENERATED ELECTRONICALLY FOR XML FILING
 THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME LARRY HANSEL CLOTHING, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2300 S. Eastern Ave.		CITY Commerced	STATE CA	POSTAL CODE 90040
1d. SEE ADD'L DEBTOR INFO INSTRUCTIONS		1e. TYPE OF ORGANIZATION Limited Liability Company	1f. JURISDICTION OF ORGANIZATION CA	1g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE ADD'L DEBTOR INFO INSTRUCTIONS		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR(S)) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Qwest Communications Corporation				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1801 California St Suite 900		CITY Denver	STATE CO	POSTAL CODE 80202

4. This FINANCING STATEMENT covers the following collateral:

See Attachment(s)

5. ALTY DESIGNATION: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
 CA-0-28506895- Larry

FILING OFFICE COPY

see Attachment

This page and any following pages include and merge any text received for the collateral description with any attachments.

TRADEMARK
REEL: 004790 FRAME: 0862

Larry Hansel Clothing, LLC

Manufacturer	Part #	Description	Qty
CISCO	UNITYU4-200USR-E	Unity UM Exchg, 200 users, 16 session, 2	1
CISCO	MCS-7825-H2-ECST	MCS-7825-H2 Rack; Unity; Unity Bridge; 2	1
CISCO	USOL-A-SE-USR	Solution Bundle - A - SE	159
CISCO	KEY-CCM-ADMIN-K9=	Hardware Security Key for CCM Admin Role	2
CISCO	CM-5-REDUND-SE	CallManager - Redundant Server License S	159
CISCO	C2821-VSEC-SRST/K9	2821 VSEC Bundle w/PVDM2-32FL-SRST-48Adv	1
CISCO	PVDM2-64	64-Channel Packet Voice/Fax DSP Module	1
CISCO	VIC2-4FXO	Four-port Voice Interface Card - FXO (Un	1
CISCO	VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN	1
CISCO	MCS7825H2-K9-CMA2	HW/SW CallMgr 5.1 7825-H2 Appliance, 0 S	2
CISCO	LIC-CM-DL-500=	CallManager Device License - 500 units	1
CISCO	WS-C3560G-48PS-S	Catalyst 3560 48 10/100/1000T PoE + 4 SF	2
CISCO	CAB-16AWG-AC	AC Power cord, 16AWG	2
CISCO	WS-C3560G-24PS-S	Catalyst 3560 24 10/100/1000T PoE + 4 SF	5
CISCO	CP-00UBLFOOTSTAND=	Footstand kit for 2 7914s	1
CISCO	CP-PWR-CUBE-3=	IP Phone power transformer for the 7900	1
CISCO	CP-PWR-CORD-NA=	7900 Series Transformer pwr. cord N Amer	1
CISCO	LIC-CM-DL-10=	CallManager Device License - 10 units	8
CISCO	GLC-T=	1000BASE-T SFP	14
CISCO	ATA186-11-A=	Spare ATA 186 2 port adapter	6
CISCO	ATACAB-NA=	Spare ATA Power Cable For North America	6
CISCO	CP-7914=	7914 IP Phone Expansion Module for 7960	2
CISCO	CP-7941G=	Cisco IP Phone 7941 spare	98
CISCO	CP-7961G=	Cisco IP Phone 7961 spare	1
CISCO	CISCO C2811-VSEC-SRST/K9	2811 VSEC Bundle w/PVDM2-16,FL-SRST-36,A	1
CISCO	VIC2-4FXO	Four-port Voice Interface Card - FXO (Un 0	1
CISCO	PVDM2-16U48	PVDM2 16-channel to 48-channel factory u	1
CISCO	VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN	1
CISCO	GLC-T=	1000BASE-T SFP	6
CISCO	CP-7941G=	Cisco IP Phone 7941 spare	20
CISCO	WS-C3560-48PS-S	48 10/1 00 ports, 4 SFP ports, SMI software	1
CISCO	WS-C3560-24PS-S	24 10/1 00 ports, 2 SFP ports, SMI software	1
CISCO	ATA186-11-A=	Spare ATA 186 2 port adapter	2
CISCO	ATACAB-NA=	Spare ATA Power Cable For North America	2
CISCO	CP-7941G=	Cisco IP Phone 7941 spare	4
CISCO	C2801-VSEC-SRST/K9	2801 VSEC Bundle w/PVDM2-8,FL-SRST-24,Ad	1
CISCO	VIC2-2FXO	Two-port Voice Interface Card - FXO (Un)	1
CISCO	VVIC2-1MFT-T1/E1	1-Port 2nd Gen Multiflex Trunk Voice/WAN	1
CISCO	PVDM2-8U32	PVDM2 8-channel to 32-channel factory up	1
CISCO	WS-C3560-24PS-S	24 10/1 00 ports, 2 SFP ports, SMI software	1
CISCO	ATA186-11-A=	Spare ATA 186 2 port adapter	1
CISCO	ATACAB-NA=	Spare ATA Power Cable For North America	1
CISCO	CP-7941G=	Cisco IP Phone 7941 spare	6
CISCO	C2801-VSEC-SRST/K9	2801 VSEC Bundle w/PVDM2-8,FL-SRST-24,Ad	1
CISCO	VIC2-4FXO	Four-port Voice Interface Card - FXO (Un	1
CISCO	VVIC2-1MFT-T1/E1	1-Port 2nd Gen Multiflex Trunk Voice/WAN	1
CISCO	PVDM2-8U32	PVDM2 8-channel to 32-channel factory up	1
CISCO	WS-C3560-24PS-S	24 10/1 00 ports, 2 SFP ports, SMI softwa	1
CISCO	ATA186-11-A=	Spare ATA 186 2 port adapter	1
CISCO	ATACAB-NA=	Spare ATA Power Cable For North America	1