

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Paradox Lending LLC		09/01/2009	LIMITED LIABILITY COMPANY: DELAWARE
GMAC Commercial Finance LLC		09/01/2009	LIMITED LIABILITY COMPANY: DELAWARE
Goode RAD Holdings, LLC		09/01/2009	LIMITED LIABILITY COMPANY: DELAWARE
Goode Holdings LLC		09/01/2009	LIMITED LIABILITY COMPANY: DELAWARE
Goode Partners Consumer Fund I, L.P.		09/01/2009	LIMITED PARTNERSHIP: DELAWARE
Goode RAD Co-Investors, LLC		09/01/2009	LIMITED LIABILITY COMPANY: DELAWARE
GS Private Equity Partners 2000 - Direct Investment Fund, L.P.		09/01/2009	LIMITED PARTNERSHIP: DELAWARE
GS Private Equity Partners 2000 Offshore Holdings, L.P.		09/01/2009	LIMITED PARTNERSHIP: CAYMAN ISLANDS
GS Private Equity Partners 2000, LP		09/01/2009	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Shabby Chic Brands, LLC
Street Address:	10441 Jefferson Blvd., Suite 100
City:	Culver City
State/Country:	CALIFORNIA
Postal Code:	90232
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2898987	RA

OP \$715.00 2898987

Registration Number:	2876676	RA
Registration Number:	2763507	RA TREASURES BY RACHEL ASHWELL
Registration Number:	2746924	RACHEL ASHWELL
Registration Number:	2937566	RACHEL ASHWELL
Registration Number:	2967641	RACHEL ASHWELL HOME RA SHABBY CHIC EST.
Registration Number:	1753006	SHABBY CHIC
Registration Number:	1759914	SHABBY CHIC
Registration Number:	1949879	SHABBY CHIC
Registration Number:	2037399	SHABBY CHIC
Registration Number:	2264912	SHABBY CHIC
Registration Number:	2297906	SHABBY CHIC
Registration Number:	2315707	SHABBY CHIC
Registration Number:	2438933	SHABBY CHIC
Registration Number:	2585082	SHABBY CHIC
Registration Number:	2703186	SHABBY CHIC
Registration Number:	2757921	SHABBY CHIC
Registration Number:	2585081	SHABBY CHIC BABY
Registration Number:	2315476	SHABBY CHIC BY RACHEL ASHWELL
Registration Number:	2330202	SHABBY CHIC BY RACHEL ASHWELL
Registration Number:	1869597	SHABBY CHIC FURNISHINGS
Registration Number:	2438798	SHABBY CHIC STUDIO
Registration Number:	2880142	SIMPLY SHABBY CHIC
Registration Number:	2917782	SIMPLY SHABBY CHIC
Registration Number:	2998803	SIMPLY SHABBY CHIC
Registration Number:	3055992	SSC
Registration Number:	2763467	TREASURES BY RACHEL ASHWELL
Serial Number:	75363314	SHABBY CHIC STUDIO

CORRESPONDENCE DATA

Fax Number: 3107464495
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 3107464402
Email: fgartside@elkinskalt.com
Correspondent Name: Frederick W. Gartside
Address Line 1: 2049 Century Park East Ste 2700
Address Line 4: Los Angeles, CALIFORNIA 90067

TRADEMARK

REEL: 005043 FRAME: 0002

	10039-0002
NAME OF SUBMITTER:	Frederick W. Gartside
Signature:	/fwg/
Date:	06/06/2013

Total Attachments: 36

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SECURED PARTY ASSIGNMENT AND BILL OF SALE

SECURED PARTY ASSIGNMENT AND BILL OF SALE (this "*Bill of Sale*"), dated September 1, 2009 (the "*Closing Date*"), is made by Paradox Capital LLC, a Delaware limited liability company ("*Paradox Capital*") and Paradox Lending LLC, a Delaware limited liability company ("*Paradox Lending*," and together with Paradox Capital, the "*Secured Party*"), for the benefit of Shabby Chic Brands, LLC, a California limited liability company, ("*Buyer*").

RECITALS

A. Rachel Ashwell Designs, Inc., a California corporation ("*Borrower*"), entered into the Loan and Security Agreement, dated as of April 23, 2007 (as amended, restated, supplemented, or otherwise modified from time to time, including all exhibits and schedules thereto, the "*Loan Agreement*"), between Borrower and Paradox Capital;

B. Borrower has executed and delivered to Paradox Capital the Loan Agreement and an Intellectual Property Security Agreement and other agreements providing security and collateral for the obligations under the Loan Agreement, all of which agreements are described in Exhibit A (the "*Security Agreements*");

C. The Security Agreements secure, among other things, payment and performance of the obligations arising under the Loan Agreement (the "*Obligations*");

D. Paradox Capital assigned to Paradox Lending all of Paradox Capital's interest in (1) the Obligations owing to Paradox Capital and (2) the Security Agreements.

E. Pursuant to a Servicing Agreement dated as of November 30, 2006, among Paradox Capital (as servicer), Paradox Lending (as owner), Wells Fargo Bank, National Association (as back-up servicer) and WestLB AG, New York Branch ("*WestLB*"), as agent, Paradox Lending appointed Paradox Capital as servicer of certain loans, including without limitation the loans under the Loan Agreement.

F. Borrower has defaulted under the Obligations and is currently in default;

G. Borrower is subject to a petition under Chapter 11 of the U. S Bankruptcy Code in the United States Bankruptcy Court for the Central District of California (the "*Bankruptcy Court*"), Case No. 2:09-bk-11915-TD (the "*Bankruptcy Proceeding*");

H. On April 24, 2009, the Bankruptcy Court issued an order in the Bankruptcy Proceeding (the "*Bankruptcy Order*"), a copy of which is attached hereto as Exhibit E, consenting to the granting to Paradox Capital of relief from the automatic stay in order to permit Paradox Capital to proceed with a foreclosure sale of substantially all of Borrower's (1) Intellectual Property, (2) Borrower's Trademarks, licenses thereof, accounts arising therefrom and proceeds thereof, and (3) any tangible assets used by Borrower to keep, maintain, or service the Intellectual Property in accordance with applicable non-bankruptcy law (the terms

"Intellectual Property" and "Trademarks" as used in this Recital H having the meanings ascribed thereto in the Bankruptcy Order);

I. Secured Party, as a secured party within the meaning of the Uniform Commercial Code as adopted in the State of California (the "*UCC*"), has exercised its rights granted under the Security Agreements and wishes to sell all right, title and interest of Borrower in and to the IP Assets (as hereinafter defined), pursuant to Section 9610 of the UCC and under any other applicable law (together, "*Applicable Law*"), in foreclosure of Secured Party's security interest therein; and

J. Pursuant to a private sale under Article 9 of the UCC, Buyer wishes to purchase and acquire all right, title and interest of Borrower in and to the IP Assets (as hereinafter defined).

NOW, THEREFORE, in consideration of the purchase price set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purchase and Sale of IP Assets.** On the terms and subject to the conditions set forth in ~~this Bill of Sale, Secured Party does hereby sell, convey, transfer and assign to Buyer all of Borrower's right, title and interest in and to the following (collectively, the "*IP Assets*"), to have and hold the same for its own use and benefit forever:~~

(a) all of Borrower's Trademarks, Copyrights and Patents (including without limitation, the Trademarks, Copyrights and Patents identified in Exhibit B-1 of this Bill of Sale); and

(b) all licenses identified in Exhibit B-2 of this Bill of Sale (collectively, the "*Licenses*");

(c) any tangible assets used by the Borrower to keep, maintain or service the IP Assets described in clause (a); and

(d) that certain royalty check in the amount of \$594,151.08 payable to the order of Borrower pursuant to the Target License (defined below) and delivered to Borrower on or about August 31, 2009, provided, that subject to Secured Party's obligations under Section 4 below, the parties acknowledge that such check is in the Borrower's possession and the Buyer is responsible for obtaining possession thereof;

but excluding any Excluded Property. For the avoidance of doubt, the Secured Party does not sell, convey, transfer or assign to Buyer (1) any property or assets received from the Borrower, whether on account of the IP Assets or otherwise, by the Secured Party (or GMAC Commercial Finance LLC) prior to the date hereof (except that this provision shall not affect the reduction from the Purchase Price (defined below) based on the cash payment of \$564,311.62 received by Paradox Lending, as described in Section 3 of this Bill of Sale), or (2) any of Secured Party's (or GMAC Commercial Finance LLC's) rights and claims against the

Borrower's bankruptcy estate, or distributions from the Borrower's bankruptcy estate after the date hereof, which are not IP Assets or proceeds of the IP Assets.

As used in this Bill of Sale (unless otherwise noted):

"Copyrights" means all of the following in which the Borrower now holds any right, title or interest: (a) all copyrights, whether registered or unregistered, held or existing pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) any continuations, renewals or extensions of any copyright; (d) any registrations to be issued in any pending applications; (e) any prior versions of works covered by copyright and all works based upon, derived from or incorporating such works; (f) any original embodiments of a work that are necessary for the manufacture or production of a copyrighted work including, without limitation, molds, master tapes, master film reels, master CDs, master DVDs, master disks or other master magnetic or electronic media; (g) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (h) any rights to sue for past, present and future infringements of any copyright; and (i) any other rights corresponding to any of the foregoing rights throughout the world;

"Excluded Property" means (a) (i) any permit or license or any contractual obligation (other than a permit, license, or obligation that constitutes Specified Intellectual Property) entered into by Borrower (A) that prohibits the Secured Party's lien on such permit, license or contractual obligation or (B) to the extent that any requirement of law applicable thereto prohibits the creation of the Secured Party's lien thereon, but only, with respect to the prohibition in (A) or (B), to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other requirement of law; and (ii) any equipment owned by Borrower that is subject to a purchase money lien or a capital lease if the contractual obligation pursuant to which such lien is granted (or in the document providing for such capital lease) prohibits the Secured Party's lien on such equipment; and (b) any "intent to use" Trademark application filed in the U.S. Patent and Trademark Office for which a statement of use has not been filed (but only until such statement is filed); provided, however, that "Excluded Property" shall not include (and "IP Assets" shall include) any common law rights with respect to any Trademark described in or subject to such "intent to use" application.

"Patents" means all of the following in which the Borrower now holds any right, title or interest: (a) all United States or foreign patents (including, without limitation, utility, design and plant patents), all registrations and recordings thereof and all applications for United States or foreign patents, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, divisions, continuations, renewals, continuations in part or extensions of any patent; (c) all petty patents, divisionals and patents of addition; (d) all patents to issue in any such applications; (e) all means of manufacturing patented products, including, without limitation, trade secrets, formulas, customer lists, manufacturing processes, mask works, molds and prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to patents, including, without

limitation, damages, claims and recoveries for past, present or future infringement; and (g) any rights to sue for past, present and future infringements of any patent; and

“Specified Intellectual Property” means all Trademarks, Copyrights, Patents and Licenses other than (a) any license of software by a third party to the Borrower as licensee, or (b) any “intent to use” Trademark application filed in the U.S. Patent and Trademark Office for which a statement of use has not been filed (but only until such statement is filed), provided, however, that “Specified Intellectual Property” shall include any common law rights with respect to any Trademark described in or subject to such “intent to use” application.

“Trademarks” means any of the following in which the Borrower now holds any right, title or interest: (a) any United States or foreign trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country (collectively, the “Marks”); (b) any reissues, extensions or renewals of any Marks, (c) the goodwill of the business symbolized by or associated with the Marks, (d) all domain names, (e) all means of manufacturing goods or offering services covered by the Marks, including, without limitation, trade secrets, formulas, recipes, customer lists, manufacturing processes, molds, designs, plans and prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement and (g) any rights to sue for past, present and future infringements of the Marks.

2. ***“Intent to Use” Trademark Applications.*** Buyer and Secured Party acknowledge that the security interests created under the Security Agreements do not encumber any “intent to use” Trademark application filed in the U.S. Patent and Trademark Office for which a statement of use has not been filed (but only until such statement is filed), and no “intent to use” Trademark application filed in the U.S. Patent and Trademark Office as of the date hereof for which a statement of use was not filed prior to the commencement of the Bankruptcy Proceeding (collectively, the ***“Intent to Use Applications”***) is sold, conveyed, transferred or assigned pursuant to this Bill of Sale on the date hereof. Buyer and Secured Party further acknowledge that Secured Party will not have a security interest in the Intent to Use Applications that Buyer wishes to acquire until the latest to occur of (a) a statement of use is filed with respect to each of the Intent to Use Applications that Buyer wishes to acquire and (b) the Bankruptcy Proceeding is dismissed by order of the Bankruptcy Court. Secured Party agrees that, promptly after Secured Party has received notice from Buyer that the events described in clauses (a) and (b) of the preceding sentence have occurred, Secured Party will enforce its security interest in the Intent to Use Applications that Buyer wishes to acquire and take such actions as are reasonably necessary to sell, convey, transfer and assign to the Buyer such Intent to Use Applications, upon the terms of and subject to the representations, warranties and covenants set forth in this Bill of Sale, and upon such sale, conveyance, transfer and assignment such Intent to Use Applications shall be deemed to have been sold pursuant to this Bill of Sale. In furtherance of the foregoing, and notwithstanding anything in Section 5(c) below, Secured Party will not release the security

interests granted under the Security Agreements (but only to the extent necessary to permit Secured Party's security interest to attach to the Intent to Use Applications), or terminate any filed financing statements or filings with the U.S. Patent and Trademark Office, until the Intent to Use Applications that Buyer wishes to acquire have been transferred to Buyer pursuant to the terms of this Section 2 or Buyer informs Secured Party that it no longer wishes to acquire the remaining Intent to Use Applications, whichever occurs first.

3. **Purchase Price.** The consideration for the IP Assets shall be the following:

(a) Cash in the amount of the Purchase Price (defined below), such amount to be paid in full directly to Paradox Lending by Buyer simultaneously with the execution of this Bill of Sale by wire transfer (or such other method of delivery agreed upon by Buyer and Paradox Lending) of immediately available funds to an account designated in writing by Paradox Lending; and

(b) Issuance to Paradox Lending on the Closing Date of 22,500 Class A membership units in Buyer pursuant to the terms of the Buyer's Operating Agreement as in effect on the date hereof.

As used in this Section, "**Purchase Price**" means an amount which equals (i) US\$ ~~minus (ii) the cash payment of \$~~ previously received by Paradox Lending as a royalty payment under the Target License. "**Target License**" means that certain Amended and Restated Product Development and License Agreement dated as of February 1, 2006, as modified by the Renewal and Assignment of Restated Product Development and License Agreement dated as of January 28, 2008, among the Borrower, Target Brands, Inc. and Target Corporation.

4. **Future Documents.** Secured Party covenants and agrees with Buyer that Secured Party, and its successors and assigns, shall, at Buyer's sole cost, expense and risk of loss, execute, acknowledge and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required more effectively to convey, transfer to and vest in Buyer or its successors and assigns title to the IP Assets. Without limiting the generality of the foregoing, Secured Party does hereby expressly agree that Buyer may, at its expense, singly, undertake procedures to record the transfer of the Trademarks to Buyer in the United States Patent and Trademark Office or other applicable agency or governmental entity, and in connection therewith, Secured Party, for itself and its successors and assigns, irrevocably constitutes and appoints the Buyer and its successors and assigns, and each of them, the true and lawful attorney of the Secured Party and its successors and assigns, with full power of substitution to execute the documents which are necessary to record such transfer in the United States Patent and Trademark Office or other applicable agency or governmental entity.

5. **Secured Party's Representations and Warranties.** Secured Party hereby represents and warrants to Buyer as follows:

(a) The Obligations are secured by a security interest in the IP Assets under the applicable provisions of the UCC, to the extent that the UCC governs the creation of Secured Party's security interest in the IP Assets.

(b) An Event of Default has occurred under the Loan Agreement.

(c) By this Bill of Sale Secured Party hereby conveys, pursuant to a foreclosure sale, the IP Assets to Buyer. Subject to Section 2 above, immediately upon the consummation of the sale, the Secured Party's security interest in the IP Assets will be discharged pursuant to UCC Section 9-617; provided, however, that nothing contained herein shall (1) impair the liens granted to Paradox Lending pursuant to the Loan and Security Agreement of even date herewith between the Buyer and Paradox Lending and the other Credit Documents (as defined in such Loan and Security Agreement), or (2) suggest that the liens described in clause (1) will be discharged.

(d) (i) Paradox Capital has given notice to all persons shown on the Notification of Disposition of Collateral attached hereto as Exhibit C (the "**Notified Persons**"), including all persons shown on the UCC filing search dated April 16, 2009 and attached hereto as Exhibit D; to Secured Party's knowledge, the Notified Persons include all persons from whom Paradox Capital received, before the date of the Notification of Disposition of Collateral referenced above, an authenticated notification of a claim of an interest in the IP Assets; and (ii) Secured Party has not made any prior assignment, sale, pledge or other disposition of the Obligations or the IP Assets, except (A) Paradox Capital has assigned the Obligations and its security interest in the IP Assets to Paradox Lending (as described in the Recitals hereto), and (B) Paradox Lending has granted to WestLB (in its capacity as Agent and as collateral agent for Paradox Funding, defined below) a security interest in the Obligations and in Paradox Lending's interest in the IP Assets in order to secure obligations under (1) the Loan and Security Agreement dated as of November 30, 2006 among Paradox Lending (as borrower), WestLB (as agent), the lenders party thereto and Wells Fargo Bank, National Association (as custodian) (as amended, the "**WestLB Loan Agreement**"), (2) the other Transaction Documents (as defined in the West LB Loan Agreement), and (3) the agreements relating to indebtedness owed by Paradox Lending to Paradox Funding LLC ("**Paradox Funding**").

(e) WestLB, as agent and collateral agent, and Paradox Funding have consented to sale of the IP Assets by Secured Party to Buyer pursuant to this Bill of Sale. To the extent the Secured Party's security interest in the IP Assets is discharged pursuant to UCC Section 9-617, WestLB will not have a security interest in such IP Assets, but WestLB will have a security interest in the proceeds (including any note) received by the Secured Party from the sale of the IP Assets; provided, however, that nothing contained herein shall (1) impair the liens of WestLB on the liens granted to Paradox Lending pursuant to the Loan and Security Agreement of even date herewith between the Buyer and Paradox Lending and the other Credit Documents (as defined in such Loan and Security Agreement), or (2) suggest that the liens described in clause (1) will be discharged.

(f) The description of the collateral under the Security Agreements includes the IP Assets.

(g) The Bankruptcy Court has granted relief from the automatic stay in the Bankruptcy Proceeding pursuant to the Bankruptcy Order, and to the Secured Party's knowledge, the Bankruptcy Order has not been appealed, amended or modified in any respect since entered.

Notwithstanding the foregoing, the Secured Party makes no representation or warranty with respect to any Copyright or Patent or any license of any Copyright or Patent. The Secured

Party agrees that in the event any of the Goode Parties (defined below) or any of their successors and assigns brings suit to invalidate (in whole or in part) the sale of the Copyrights and Patents described herein, or otherwise takes action to assert rights in the Copyrights and Patents superior to those of the Buyer, then Secured Party will take reasonable steps, at Buyer's expense, to defend such suit or action by enforcement of the terms of that certain Subordination Agreement dated as of August 24, 2006 among Paradox Funding, GMAC Commercial Finance LLC, Goode Partners LLC, Goode RAD Holdings, LLC and Borrower (as amended, the "Subordination Agreement"), but only to the extent that the Buyer does not have the legal authority to enforce the terms of the Subordination Agreement as it relates to priority of security interests in the Copyrights and Patents and discharges of security interests of subordinate lienholders on its own behalf. Paradox Capital was joined as a party to the Subordination Agreement by the terms of that certain Acknowledgment, Consent and Amendment dated as of April 23, 2007 among Paradox Capital, GMAC Commercial Finance LLC, Goode Partners LLC, Goode RAD Holdings, LLC Rachel Ashwell (an individual) and Borrower.

Except as expressly set forth above in this Section 4, there is no warranty relating to title, possession, quiet enjoyment or the like in this Bill of Sale or otherwise in connection with the disposition of the IP Assets.

~~6. **Indemnity.** Secured Party shall defend itself, the Buyer and the IP Assets (other than Copyrights and Patents) against any claim or suit brought by any of Goode RAD Holdings, LLC, Goode Holdings LLC, Goode RAD Co-Investors, LLC, Goode Partners Consumer Fund I, L.P., GS Private Equity Partners 2000 – Direct Investment Fund, L.P., GS Private Equity Partners 2000 Offshore Holdings, L.P. or GS Private Equity Partners 2000, L.P. (each a "Goode Party") or any of their successors and assigns seeking to set aside or invalidate, in whole or in part, the sale of the IP Assets (other than Copyrights and Patents) described herein. The defense of any such claim or suit, including the settlement thereof, shall be conducted in all aspects under Secured Party's control through counsel of Secured Party's choosing and at Secured Party's expense. Secured Party shall save, defend, indemnify and hold harmless Buyer from and against any and all losses, damages, awards and liabilities suffered by Buyer and arising out of (a) any such settlement consented to by Secured Party in its sole discretion or (b) the final, non-appealable judgment of a court of competent jurisdiction in favor of any of the Goode Parties or any of their successors and assigns that sets aside or invalidates, in whole or in part, the sale of the IP Assets (other than Copyrights and Patents) described in this Bill of Sale.~~

7. **Entire Agreement; Cumulative Remedies.** This Bill of Sale, the Operating Agreement of the Buyer, the Loan and Security Agreement between the Buyer and Paradox Lending dated on or about the date hereof and the other Loan Documents described therein constitute the entire understanding and agreement of the parties with respect to their subject matter and any and all prior agreements, understandings or representations with respect to their subject matter are hereby terminated and canceled in their entirety and are of no further force or effect. All remedies for any breach arising out of this Bill of Sale are and will be cumulative, and no exercise of any right or remedy will be deemed to exclude any other remedy available at law or equity.

8. **Successors and Assigns.** This Bill of Sale is binding upon, and shall inure to the benefit of and be enforceable by, the parties and their respective successors and permitted assigns.

Secured Party may assign any or all of its rights under this Bill of Sale to any person or entity as it chooses without any consent from Buyer, but may not delegate any of its obligations hereunder without the prior written consent of Buyer. Buyer may assign any or all of its rights hereunder to any person or entity as it chooses without any consent from Secured Party, but may not delegate its obligations or liabilities hereunder without the prior written consent of Secured Party. Buyer shall deliver written notice to Secured Party of any such assignment prior to the effective date thereof, setting forth in reasonable detail the identity and ownership of such assignee and its relationship to Buyer.

9. Governing Law and Judicial Reference.

(a) This Bill of Sale shall, in all respects, be construed in accordance with, and governed by, the laws of the State of New York, except that the law governing Secured Party's exercise of remedies under the Security Agreements to foreclose on and sell the IP Assets shall be the law of the State of California. Subject only to the provisions of Section 7(b) below, the parties hereto hereby irrevocably submit to the exclusive jurisdiction of the state courts of the State of California in Los Angeles County or the United States District Court for the Central District of California, for the purposes of any lawsuit, action or other proceeding arising out of or based upon this Bill of Sale and the subject matter hereof. The parties hereto, to the greatest extent permitted by applicable law, hereby irrevocably and unconditionally waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such lawsuit, action or other proceeding brought in the above-named courts or as provided in Section 7(b) below, any claim that it is not subject personally to the jurisdiction of such courts or arbitration tribunal, that its property is exempt or immune from attachment or execution, that the lawsuit, action or proceeding is brought in an inconvenient forum, that the venue of the lawsuit, action or proceeding is improper or that this Bill of Sale may not be enforced in or by such court or tribunal. Final judgment against a party in any such lawsuit, action or proceeding shall be conclusive, and may be enforced in any other jurisdiction (x) by lawsuit, action or proceeding on the judgment, a certified or true copy of which shall be conclusive evidence of the fact and of the amount of the liability of the party as therein described or (y) in any other manner provided by or pursuant to the laws of such other jurisdiction.

(b) EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS BILL OF SALE, ANY OTHER DOCUMENT, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS BILL OF SALE, ANY OTHER DOCUMENT, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THEREWITH, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE, AND EACH PARTY HEREBY AGREES THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS BILL OF SALE OR SUCH OTHER DOCUMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION

WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN THE EVENT THAT THE WAIVER OF JURY TRIAL SET FORTH ABOVE IS NOT ENFORCEABLE, AND EACH PARTY TO SUCH ACTION DOES NOT SUBSEQUENTLY WAIVE IN AN EFFECTIVE MANNER UNDER APPLICABLE LAW ITS RIGHT TO A TRIAL BY JURY, THE PARTIES HERETO HEREBY ELECT TO PROCEED AS FOLLOWS:

(i) WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN CLAUSE (ii) BELOW, ANY CONTROVERSY, DISPUTE OR CLAIM (EACH, A "CONTROVERSY") BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS BILL OF SALE OR ANY OTHER DOCUMENT WILL BE RESOLVED BY A REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 638, ET SEQ. OF THE CALIFORNIA CODE OF CIVIL PROCEDURE ("CCP"), OR THEIR SUCCESSOR SECTIONS, WHICH SHALL CONSTITUTE THE EXCLUSIVE REMEDY FOR THE RESOLUTION OF ANY CONTROVERSY, INCLUDING WHETHER THE CONTROVERSY IS SUBJECT TO THE REFERENCE PROCEEDING. EXCEPT AS OTHERWISE PROVIDED ABOVE, VENUE FOR THE REFERENCE PROCEEDING WILL BE IN ANY COURT SET FORTH IN SECTION 6(a) (THE "COURT").

(ii) THE MATTERS THAT SHALL NOT BE SUBJECT TO A REFERENCE ARE THE FOLLOWING: (A) EXERCISE OF SELF HELP REMEDIES (INCLUDING SET-OFF); (B) APPOINTMENT OF A RECEIVER; AND (C) TEMPORARY, PROVISIONAL OR ANCILLARY REMEDIES (INCLUDING WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS OR PRELIMINARY INJUNCTIONS). THIS AGREEMENT DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSE (A) OR TO SEEK OR OPPOSE FROM A COURT OF COMPETENT JURISDICTION ANY OF THE ITEMS DESCRIBED IN CLAUSES (B) AND (C). THE EXERCISE OF, OR OPPOSITION TO, ANY OF THOSE ITEMS DOES NOT WAIVE THE RIGHT OF ANY PARTY TO A REFERENCE PURSUANT TO THIS AGREEMENT.

(iii) THE REFEREE SHALL BE A RETIRED JUDGE OR JUSTICE SELECTED BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES. IF THE PARTIES DO NOT AGREE WITHIN TEN (10) DAYS OF A WRITTEN REQUEST TO DO SO BY ANY PARTY, THEN, UPON REQUEST OF ANY PARTY, THE REFEREE SHALL BE SELECTED BY THE PRESIDING JUDGE OF THE COURT (OR HIS OR HER REPRESENTATIVE). A REQUEST FOR APPOINTMENT OF A REFEREE MAY BE HEARD ON AN *EX PARTE* OR EXPEDITED BASIS, AND THE PARTIES AGREE THAT IRREPARABLE HARM WOULD RESULT IF *EX PARTE* RELIEF IS NOT GRANTED.

(iv) EXCEPT AS EXPRESSLY SET FORTH IN THIS BILL OF SALE, THE REFEREE SHALL DETERMINE THE MANNER IN WHICH THE REFERENCE

PROCEEDING IS CONDUCTED INCLUDING THE TIME AND PLACE OF HEARINGS, THE ORDER OF PRESENTATION OF EVIDENCE, AND ALL OTHER QUESTIONS THAT ARISE WITH RESPECT TO THE COURSE OF THE REFERENCE PROCEEDING. ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT THAT WHEN ANY PARTY SO REQUESTS, A COURT REPORTER WILL BE USED AT ANY HEARING CONDUCTED BEFORE THE REFEREE, AND THE REFEREE WILL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH A REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY THE COURT REPORTER. SUBJECT TO THE REFEREE'S POWER TO AWARD COSTS TO THE PREVAILING PARTY, THE PARTIES WILL EQUALLY SHARE THE COST OF THE REFEREE AND THE COURT REPORTER AT TRIAL.

(v) THE REFEREE SHALL BE REQUIRED TO DETERMINE ALL ISSUES IN ACCORDANCE WITH EXISTING APPLICABLE CASE LAW AND STATUTORY LAW. THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE COURT WILL BE APPLICABLE TO THE REFERENCE PROCEEDING. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF, ENTER EQUITABLE ORDERS THAT WILL BE BINDING ON THE PARTIES AND RULE ON ANY MOTION THAT WOULD BE AUTHORIZED IN A COURT PROCEEDING. THE REFEREE SHALL ISSUE A DECISION IN THE FORM OF A REASONED STATEMENT AT THE CLOSE OF THE REFERENCE PROCEEDING WHICH DISPOSES OF ALL CLAIMS OF THE PARTIES THAT ARE THE SUBJECT OF THE REFERENCE. PURSUANT TO CCP SECTION 644, SUCH DECISION SHALL BE ENTERED BY THE COURT AS A JUDGMENT OR AN ORDER IN THE SAME MANNER AS IF THE ACTION HAD BEEN TRIED BY THE COURT AND ANY SUCH DECISION WILL BE FINAL, BINDING AND CONCLUSIVE. THE PARTIES RESERVE THE RIGHT TO APPEAL FROM THE FINAL JUDGMENT OR ORDER OR FROM ANY APPEALABLE DECISION OR ORDER ENTERED BY THE REFEREE. THE PARTIES RESERVE THE RIGHT TO FINDINGS OF FACT, CONCLUSIONS OF LAW, A WRITTEN STATEMENT OF DECISION, AND THE RIGHT TO MOVE FOR A NEW TRIAL OR A DIFFERENT JUDGMENT, WHICH NEW TRIAL, IF GRANTED, IS ALSO TO BE A REFERENCE PROCEEDING UNDER THIS PROVISION.

10. **Counterparts.** This Bill of Sale may be executed in several original counterparts. Each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts shall constitute but one and the same instrument.

11. **Headings, Recitals and Schedules.** The headings of sections and other subdivisions of this Bill of Sale have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof or affect in any way the meaning or interpretation of this Bill of Sale.

12. **Amendment and Modification.** This Bill of Sale may be amended, modified, terminated, rescinded or supplemented only by written agreement of Secured Party and Buyer hereto.

13. **Severability.** Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail; but the provision of this Bill of Sale which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

14. **Waiver.** No waiver of any of the provisions of this Bill of Sale shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. The failure of any party at any time to require performance of any provision in this Bill of Sale does not affect the right at a later time to enforce that or any other provision. No waiver shall be binding unless executed in writing by the party making the waiver.

15. **No Third Party Beneficiaries.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Bill of Sale.

16. **Neuter and Gender.** In this Bill of Sale, the masculine, feminine and neuter gender shall each be deemed to include the others when the context so requires.

17. **No Strict Construction.** Notwithstanding the fact that this Bill of Sale has been drafted or prepared by one of the parties, each of the parties confirms that both it and its counsel have reviewed, negotiated and adopted this Bill of Sale as the joint agreement and understanding of the parties, and the language used in this Bill of Sale shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any person or entity.

18. **Expenses and Fees; Attorneys' Fees and Costs.** Except as set forth in the preceding sections of this Bill of Sale, each party shall bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Bill of Sale and the transactions contemplated hereby, including all fees and expenses of agents, representatives, financial advisors, and accountants. Except as expressly otherwise provided in the immediately preceding sentence, should any party hereto institute any action or proceeding at law or in equity to enforce any provision hereof, including an action for declaratory relief or for damages by reason of an alleged breach of any provision of this Bill of Sale, or otherwise in connection with this Bill of Sale, or any provision hereof, the prevailing party shall be entitled to recover from the losing party or parties reasonable attorneys' fees and costs for services rendered to the prevailing party in such action or proceeding.

[Signature page follows.]

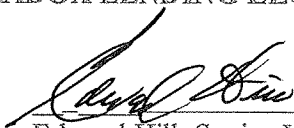
IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

SECURED PARTY

PARADOX CAPITAL LLC

By: 
Edward Hill, Senior Vice President

PARADOX LENDING LLC

By: 
Edward Hill, Senior Vice President

ACCEPTED BY:

BUYER

SHABBY CHIC BRANDS, LLC

By: _____
Ramez Toubassy, President

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

SECURED PARTY

PARADOX CAPITAL LLC

By: _____
Edward Hill, Senior Vice President

PARADOX LENDING LLC

By: _____
Edward Hill, Senior Vice President

ACCEPTED BY:

BUYER

SHABBY CHIC BRANDS, LLC

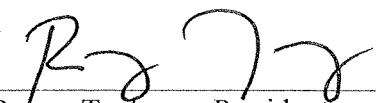
By: 
Ramez Toubassy, President

EXHIBIT A

Security Agreements

1. Loan and Security Agreement, dated as of April 23, 2007, by and between Borrower and Paradox Capital.
2. Intellectual Property Security Agreement, dated as of April 23, 2007, by Borrower in favor of Paradox Capital.
3. Trademark Assignment, dated as of April 23, 2007, by Borrower in favor of Paradox Capital.

EXHIBIT B-1

Trademarks, Copyrights and Patents

1. United States Trademarks

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
UNITED STATES							
49924.0034	FEATHERED CROWN LOGO	08/08/2003	76/535,689	11/02/2004	2,898,987	REGISTERED	024, 020
49924.0035	RA	08/08/2003	76/535,691	08/24/2004	2,876,676	REGISTERED	020, 024
49924.0036	RA TREASURES BY RACHEL ASHWELL	03/11/2002	76/380,520	09/16/2003	2,763,507	REGISTERED	021, 024
49924.0037	RACHEL ASHWELL	10/03/2002	76/456,683	08/05/2003	2,746,924	REGISTERED	041
49924.0038	RACHEL ASHWELL	03/29/2004	76/583,637	04/05/2005	2,937,566	REGISTERED	003, 011, 016, 018, 020, 021, 024, 025, 027, 035
49924.0040	RACHEL ASHWELL HOME RA SHABBY CHIC EST. 1989 & Design	11/25/2002	76/471,609	07/12/2005	2,967,641	REGISTERED	003, 011, 016, 018, 020, 021, 024, 025, 027
49924.0041	SHABBY CHIC	03/19/1992	74/257,044	02/16/1993	1,753,006	REGISTERED	042
49924.0042	SHABBY CHIC	06/25/1992	74/288,792	03/23/1993	1,759,914	REGISTERED	024, 020
49924.0043	SHABBY CHIC	01/26/1993	74/352,667	01/23/1996	1,949,879	REGISTERED	025
49924.0044	SHABBY CHIC	11/22/1993	74/461,626	02/11/1997	2,037,399	REGISTERED	003
49924.0045	SHABBY CHIC	06/22/1998	75/506,217	07/27/1999	2,264,912	REGISTERED	018
49924.0046	SHABBY CHIC	08/28/1998	75/544,845	12/07/1999	2,297,906	REGISTERED	011
49924.0047	SHABBY CHIC	06/22/1998	75/506,277	02/08/2000	2,315,707	REGISTERED	016
49924.0048	SHABBY CHIC	06/22/1998	75/506,300	03/27/2001	2,438,933	REGISTERED	027
49924.0049	SHABBY CHIC	06/18/2001	76/272,849	06/25/2002	2,585,082	REGISTERED	025
49924.0050	SHABBY CHIC	12/14/2001	76/348,443	04/01/2003	2,703,186	REGISTERED	025
49924.0051	SHABBY CHIC	10/23/2000	76/150,876	09/02/2003	2,757,921	REGISTERED	024
49924.0052	SHABBY CHIC BABY	06/18/2001	76/272,848	06/25/2002	2,585,081	REGISTERED	024, 025
49924.0053	SHABBY CHIC BY RACHEL ASHWELL	03/16/1998	75/450,320	02/08/2000	2,315,476	REGISTERED	020, 024, 035
49924.0054	SHABBY CHIC BY RACHEL ASHWELL	01/20/1998	75/420,546	03/14/2000	2,330,202	REGISTERED	025
49924.0055	SHABBY CHIC FURNISHINGS & Design	07/13/1992	74/293,673	12/27/1994	1,869,597	REGISTERED	020, 024, 042
49924.0056	SHABBY CHIC STUDIO	09/25/1997	75/363,314	03/27/2001	2,438,798	REGISTERED	020, 024, 025, 035
49924.0061	SHABBY CHIC STUDIO	09/25/1997	75/363,314	03/27/2001	2,438,798	REGISTERED	020, 024, 025, 035
49924.0058	SIMPLY SHABBY CHIC	04/18/2003	76/507,630	08/31/2004	2,880,142	REGISTERED	016, 020, 024, 027
49924.0059	SIMPLY SHABBY CHIC	02/13/2003	76/490,306	01/11/2005	2,917,782	REGISTERED	011, 020, 021
49924.0060	SIMPLY SHABBY CHIC/FLOWERS LOGO	03/15/2004	76/580,952	09/20/2005	2,998,803	REGISTERED	011, 016, 018, 020, 021, 024, 025, 027
49924.0062	SSC	03/15/2004	76/580,953	01/31/2006	3,055,992	REGISTERED	011, 018, 020, 021, 024, 027
49924.0064	TREASURES BY RACHEL ASHWELL	01/22/2002	76/360,731	09/16/2003	2,763,467	REGISTERED	024

Domain Names:

www.shabbychic.com

www.rachelashwellshabbychic.com

2. Foreign Trademarks

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
AUSTRALIA							
49924.0006	SHABBY CHIC	06/19/1992	A580,825	06/19/1992	A580,825	REGISTERED	20
49924.0007	SHABBY CHIC	04/07/1995	658,086	04/07/1995	658,086	REGISTERED	
CANADA							
49924.0010	RACHEL ASHWELL	08/07/2002	1,149,080	05/08/2008	713956	REGISTERED	1, 1
49924.0011	RACHEL ASHWELL, RA, SHABBY CHIC Design	07/18/2003	1,183,566	05/08/2008	713907	REGISTERED	1, 1
49924.0008	SHABBY CHIC	07/21/1992	709,399	05/13/1994	TMA427,233	REGISTERED	1
49924.0009	SHABBY CHIC	02/22/2002	1,132,012	08/12/2004	616664	REGISTERED	1, 1
49924.0013	SIMPLY SHABBY CHIC	10/12/2004	1,233,440	03/06/2006	660213	REGISTERED	1, 1
49924.0012	SIMPLY SHABBY CHIC Design	10/12/2004	1,233,439	01/18/2007	679728	REGISTERED	1, 1
49924.0014	SSC	10/12/2004	1,233,438	12/07/2006	678270	REGISTERED	1, 1
CHINA							
49924.0015	SHABBY CHIC	12/25/2001	3,050,933	02/21/2005	3,050,933	REGISTERED	20
49924.0016	SHABBY CHIC	12/25/2001	3,050,932	10/21/2005	3,050,932	REGISTERED	24
EUROPEAN UNION (CTM)							
49924.0018	RACHEL ASHWELL	08/05/2002	2797157	10/20/2003	2797157	REGISTERED	20, 21, 24, 35
49924.0017	SHABBY CHIC	07/20/1992	000882035	10/24/2000	882,035	REGISTERED	20, 24, 35, 42
49924.0019	RACHEL ASHWELL RA SHABBY CHIC Design	06/17/2003	003229473	02/23/2005	3229473	REGISTERED	
FRANCE							
49924.0020	SHABBY CHIC		92,430,087	08/07/1992	92,430,087	REGISTERED	16, 20, 24
HONG KONG							
49924.0021	SHABBY CHIC BY RACHEL ASHWELL			12/21/2004	3003 41621	REGISTERED	20, 24
INDONESIA							
49924.0022	SHABBY CHIC			01/18/2002	526156	REGISTERED	24
ITALY							
49924.0023	SHABBY CHIC	07/31/2002	649199	05/10/2006	1007128	REGISTERED	20, 24
JAPAN							
49924.0024	SHABBY CHIC	06/22/1992	H04-127420	03/31/1995	3,031,625	REGISTERED	20

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
49924.0025	SHABBY CHIC	01/06/1997	H09-000052	07/17/1998	4,168,737	REGISTERED	24
MEXICO							
49924.0026	SHABBY CHIC			01/22/1993	429,817	REGISTERED	20
NEW ZEALAND							
49924.0027	SHABBY CHIC			02/02/1996	245810	REGISTERED	20
49924.0028	SHABBY CHIC			08/06/1996	248,733	REGISTERED	24
NORWAY							
49924.0029	SHABBY CHIC			01/17/2002	212,705	REGISTERED	20, 24, 35
SWITZERLAND							
49924.0030	SHABBY CHIC			11/08/2000	487,175	REGISTERED	20, 24, 35, 39
TAIWAN							
49924.0032	SHABBY CHIC			05/16/2003	01044467	REGISTERED	24
49924.0031	SHABBY CHIC			6/16/2003	01047534	REGISTERED	20
UNITED KINGDOM							
49924.0033	SHABBY CHIC			09/24/1992	1,513,461	REGISTERED	20
WIPO							
49924.0098	RACHEL ASHWELL			11/21/2008	986 071	REGISTERED	025
49924.0097	SHABBY CHIC			11/21/2008	986 074	REGISTERED	025

Trademark Applications:

CHINA							
49924.0098-CN	RACHEL ASHWELL	11/21/2008	A0014521			PENDING	025
49924.0097-CN	SHABBY CHIC	11/21/2008	A0014522			PENDING	025

EXHIBIT B-2

Licenses

- (a) Amended and Restated Product Development and License Agreement dated as of February 1, 2006, as modified by the Renewal and Assignment of Restated Product Development and License Agreement dated as of January 28, 2008, among Rachel Ashwell Designs, Inc., Target Brands, Inc. and Target Corporation, as further modified by the Renewal and Amendment of Amended and Restated Product Development and License Agreement dated as of September 1, 2009, between Shabby Chic Brands, LLC and Target Corporation, and as further modified, amended, restated or supplemented from time to time.

- (b) License Agreement dated as of June 1, 2008 among Rachel Ashwell Designs, Inc., ROAR, LLC and Jerry Leigh of California, Inc., as modified, amended, restated or supplemented from time to time.

EXHIBIT C

NOTIFICATION OF DISPOSITION OF COLLATERAL

To: Rachel Ashwell Designs, Inc. ("Debtor")

From: Paradox Capital, LLC
c/o McGuireWoods LLP
1800 Century Park East, 8th Floor
Los Angeles, CA 90067
Attention: William Kiekhofer
(310) 315-8244

Re: Disposition of Collateral of Rachel Ashwell Designs, Inc.

Pursuant to the Order Terminating the Automatic Stay entered by the Bankruptcy Court April 27, 2009 in *In Re Rachel Ashwell Designs, Inc.* Central District of California Chapter 11 Case No 09:bk-11915-TD, Paradox Capital LLC ("Paradox") will sell substantially all of the Debtor's (1) intellectual property, including (ii) Debtor's trademarks, licenses thereof, accounts arising therefrom and proceeds thereof, and (3) any tangible personal property used by the Debtor to keep, maintain, or service the intellectual property, trademarks and licenses by conducting one or more private sales of thereof to one or more buyers commencing on or after May 28, 2009.

You are entitled to an accounting of the unpaid indebtedness secured by the property that Paradox intends to sell. You may request an accounting by calling Ed Hill at (704) 927-3369.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1800 Century Park East, 8th Floor, Los Angeles, California 90067.


On May 18, 2009, I served the following document(s) described as **NOTIFICATION OF DISPOSITION OF COLLATERAL** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

SEE ATTACHED LIST

- BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Los Angeles, California, on that same day following ordinary business practices. (C.C.P. § 1013 (a) and 1013a(3))
- BY FACSIMILE:** At approximately _____, I caused said document(s) to be transmitted by facsimile pursuant to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was (310) 315-8210. The name(s) and facsimile machine telephone number(s) of the person(s) served are set forth in the service list. The document was transmitted by facsimile transmission, and the sending facsimile machine properly issued a transmission report confirming that the transmission was complete and without error.
- BY OVERNIGHT DELIVERY:** I deposited such document(s) in a box or other facility regularly maintained by the overnight service carrier, or delivered such document(s) to a courier or driver authorized by the overnight service carrier to receive documents, in an envelope or package designated by the overnight service carrier with delivery fees paid or provided for, addressed to the person(s) served hereunder. (C.C.P. § 1013(d)(e))
- BY HAND DELIVERY:** I delivered such envelope(s) by hand to the office of the addressee(s). (C.C.P. § 1011(a)(b))
- BY PERSONAL SERVICE:** I personally delivered such envelope(s) to the addressee(s). (C.C.P. § 1011)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 18, 2009 at Los Angeles, California.



Dorothea Kiker

SERVICE LIST

Debtor:

Rachel Ashwell Designs, Inc.
6330 Arizona Circle
Los Angeles, CA 90045

Attorneys for Debtor:

Ron Bender, Esq.
Levene, Neale, Bender, Rankin & Brill
10250 Constellation Blvd., Suite 1700
Los Angeles, CA 90067

Attorneys for Rachel Ashwell, Individually:

Gary E. Klausner, Esq.
Stutman, Treister & Glatt, P.C.
1901 Avenue of the Stars, 12th Floor
Los Angeles, CA 90067

Attorneys for Secured Creditor GMAC:

Jeffrey D. Ganz, Esq.
Riemer & Braunstein LLP
3 Center Plaza
Boston, Massachusetts 02108

Attorneys for Goode RAD Holdings, LLC

Robert A. Profusek, Esq.
Jones Day
222 E. 41st Street
New York, NY 10017

-and-
Geoffrey P. Forgione
Jones Day

555 South Flower Street, 50th Floor
Los Angeles, CA 90071-2300

-and-

Tobias S. Keller, Esq.
Jones Day
555 California Street, 26th Floor
San Francisco, CA 94104

///

Secured Parties:

GMAC Commercial Finance LLC, as Agent
One Battery March Park, Suite 106
Quincy, MA 02169

Goode Holdings LLC
By Goode Partners Consumer Fund I, L.P., as Collateral Agent
c/o Goode Partners LLC
767 Third Avenue, 22nd Floor
New York, NY 10017

Goode Partners Consumer Fund I, L.P., as Collateral Agent
c/o Goode Partners LLC
767 Third Avenue, 22nd Floor
New York, NY 10017

Goode RAD Co-Investors, LLC
By Goode Partners Consumer Fund I, L.P., as Collateral Agent
c/o Goode Partners LLC
767 Third Avenue, 22nd Floor
New York, NY 10017

Goode RAD Holdings, LLC
c/o Goode Partners LLC
667 Madison Avenue
New York, NY 10021

GS Private Equity Partners 2000 – Direct Investment Fund, L.P.
By Goode Partners Consumer Fund I, L.P., as Collateral Agent
c/o Goode Partners LLC
767 Third Avenue, 22nd Floor
New York, NY 10017

GS Private Equity Partners 2000 Offshore Holdings, L.P.
By Goode Partners Consumer Fund I, L.P., as Collateral Agent
c/o Goode Partners LLC
767 Third Avenue, 22nd Floor
New York, NY 10017

GS Private Equity Partners 2000, L.P.
By Goode Partners Consumer Fund I, L.P., as Collateral Agent
c/o Goode Partners LLC
767 Third Avenue, 22nd Floor
New York, NY 10017

8939211.1

Jose Ferreira, Jr. by Goode Partners Consumer Fund I, L.P., as Collateral Agent
c/o Goode Partners LLC
767 Third Avenue, 22nd Floor
New York, NY 10017

Intellipack, Inc.
12322 E. 55th Street
Tulsa, OK 74146

8939211.1

EXHIBIT D
UCC FILING SEARCH

Search Date: Apr 16, 2009

ASK US ABOUT UCC eZFILESM
800.952.5696



CLAS INFORMATION SERVICES
2020 Hurley Way, Suite 350, Sacramento, CA 95825
Local: 916/564-7800 Fax: 916/564-7900 Toll Free: 800/952-5696
California Final Results Report

Subject Search Name: RACHEL ASHWELL DESIGNS, INC.

Truncated search name: RAC%ASH Indexed through: Apr. 12, 2009

A search of the indices of the Uniform Commercial Code Division of the Secretary of State of California, there are no active UCC's, State Tax Liens, Federal Tax Liens or Judgment Liens of record other than those set out below through the effective index date above. We assume no liability with respect to the identity of any party named or referred to in this report, nor with respect to the validity, legal effect or priority of any matter shown herein.
Certification can only be obtained through the office of the California Secretary of State.

File Number: 200017960588

File #: 200017960588 Status: Active
Filed: 6/22/2000 Lapses: 6/22/2010
Filing Type: initial

Debtor: RACHEL ASHWELL DESIGNS, INC. SSN/FEID:

6330 ARIZONA CR
LOS ANGELES CA 90045

Secured Party : BANK OF AMERICA, N.A. COM'L LOAN SERVICE CTR #01592
333 S BEAUDRY AVE 11TH FL
LOS ANGELES CA 90017

Type: Amendment
File #: 2002231C0122 Filed: 8/16/2002 5:00:00 PM
Type: Continuation
File #: 200570149601 Filed: 2/4/2005 5:00:00 PM
Type: Termination
File #: 200670907840 Filed: 11/1/2006 2:29:00 PM
Type: Termination
File #: 200670909337 Filed: 11/3/2006 11:39:00 AM

File Number: 20067081889380

File #: 20067081889380 Status: Active
Filed: 8/17/2006 Lapses: 8/17/2011
Filing Type: initial

Debtor: RACHEL ASHWELL DESIGNS, INC. SSN/FEID:

6330 ARIZONA CIRCLE
LOS ANGELES CA 90045-1202

Secured Party : GMAC COMMERCIAL FINANCE LLC, AS AGENT
ONE BATTERY MARCH PARK, SUITE 106
QUINCY MA 02169

File Number: 20067082137317

File #: 20067082137317 Status: Active
Filed: 8/18/2006 Lapses: 8/18/2011
Filing Type: initial

Debtor: RACHEL ASHWELL DESIGNS, INC. SSN/FEID:

6330 ARIZONA CIRCLE
LOS ANGELES CA 90045

Secured Party : PARADOX CAPITAL FUNDING LLC
C/O NEW STREAM CAPITAL, 38-C GROVE STREET
RIDGFIELD CT 06877

Type: Termination
File #: 200771118785 Filed: 4/26/2007 1:57:00 PM

File Number: 20067082138449

File #: 20067082138449 Status: Active
Filed: 8/18/2006 Lapses: 8/18/2011
Filing Type: initial

Debtor: RACHEL ASHWELL DESIGNS, INC.
6330 ARIZONA CIRCLE
LOS ANGELES CA 90045
Secured Party : PARADOX CAPITAL FUNDING LLC
C/O NEW STREAM CAPITAL, 38-C GROVE STREET
RIDGEFIELD CT 06877

SSN/FEID:

Type: Termination
File #: 200771118784

Filed: 4/26/2007 1:57:00 PM

File Number: 20067083032019

File #: 20067083032019
Filed: 8/25/2006

Status: Active
Lapses: 8/25/2011

Filing Type: initial

Debtor: RACHEL ASHWELL DESIGNS, INC.
6330 ARIZONA CIRCLE
LOS ANGELES CA 90045

SSN/FEID:

Secured Party : GOODE HOLDINGS, LLC BY GOODE PARTNERS CONSUMER FUND I, L.P., AS
COLLATERAL AGENT
C/O GOODE PARTNERS LLC, 767 THIRD AVENUE, 22ND FLOOR
NEW YORK NY 10017

Secured Party : GOODE PARTNERS CONSUMER FUND I, L.P., AS COLLATERAL AGENT
C/O GOODE PARTNERS LLC, 767 THIRD AVENUE 22ND FLOOR
NEW YORK NY 10017

Secured Party : GOODE RAD CO-INVESTORS, LLC BY GOODE PARTNERS CONSUMER FUND
I, L.P., AS COLLATERAL AGENT
C/O GOODE PARTNERS LLC, 767 THIRD AVENUE, 22ND FLOOR
NEW YORK NY 10017

Secured Party : GOODE RAD HOLDINGS, LLC
C/O GOODE PARTNERS LLC, 667 MADISON AVENUE
NEW YORK NY 10021

Secured Party : GS PRIVATE EQUITY PARTNERS 2000 - DIRECT INVESTMENT FUND, L.P. BY
GOODE PARTNERS CONSUMER FUND I, L.P., AS COLLATERAL AGENT
C/O GOOD PARTNERS LLC, 767 THIRD AVENUE, 22ND FLOOR
NEW YORK NY 10017

Secured Party : GS PRIVATE EQUITY PARTNERS 2000 OFFSHORE HOLDINGS, L.P. BY
GOODE PARTNERS CONSUMER FUND I, L.P., AS COLLATERAL AGENT
C/O GOODE PARTNERS LLC, 767 THIRD AVENUE, 22ND FLOOR
NEW YORK NY 10017

Secured Party : GS PRIVATE EQUITY PARTNERS 2000, L.P. BY GOODE PARTNERS
CONSUMER FUND I, L.P., AS COLLATERAL AGENT
C/O GOODE PARTNERS LLC, 767 THIRD AVENUE, 22ND FLOOR
NEW YORK NY 10017

Secured Party : JOSE FERREIRA, JR. BY GOODE PARTNERS CONSUMER FUND I, L.P., AS
COLLATERAL AGENT
C/O GOODE PARTNERS LLC, 767 THIRD AVENUE, 22ND FLOOR
NEW YORK NY 10017

Type: Assignment
File #: 200871567630

Filed: 5/2/2008 9:43:00 AM

Type: Assignment
File #: 200871567649

Filed: 5/2/2008 9:43:00 AM

Type: Assignment
File #: 200871567654

Filed: 5/2/2008 9:43:00 AM

Type: Assignment
File #: 200871567661

Filed: 5/2/2008 9:43:00 AM

Type: Assignment
File #: 200871567663

Filed: 5/2/2008 9:43:00 AM

Type: Assignment
File #: 200871567667

Filed: 5/2/2008 9:43:00 AM

Type: Assignment
File #: 200871567699

Filed: 5/2/2008 9:43:00 AM

File Number: 20077111877817

File #: 20077111877817
Filed: 4/26/2007

Status: Active
Lapses: 4/26/2012

Filing Type: initial

Debtor: RACHEL ASHWELL DESIGNS, INC.
6330 ARIZONA CIRCLE

SSN/FEID:

LOS ANGELES CA 90045
Secured Party : PARADOX CAPITAL LLC
1 DAG HAMMARSKJOLD PLAZA, 885 SECOND AVENUE, 49TH FLOOR
NEW YORK NY 10017

Secured Party : PARADOX LENDING LLC
885 SECOND AVENUE, 49TH FLOOR
NEW YORK NY 10017

Type: Assignment
File #: 200771124534

Filed: 5/1/2007 3:15:00 PM

File Number: 20077111878686

File #: 20077111878686
Filed: 4/26/2007
Filing Type: initial

Status: Active
Lapses: 4/26/2012

Debtor: RACHEL ASHWELL DESIGNS, INC.
6330 ARIZONA CIRCLE
LOS ANGELES CA 90045

SSN/FEID:

Secured Party : PARADOX CAPITAL LLC
1 DAG HAMMARSKJOLD PLAZA, 885 SECOND AVENUE, 49TH FLOOR
NEW YORK NY 10017

Secured Party : PARADOX LENDING LLC
885 SECOND AVENUE, 49TH FLOOR
NEW YORK NY 10017

Type: Assignment
File #: 200771124530

Filed: 5/1/2007 3:15:00 PM

File Number: 20087179057953

File #: 20087179057953
Filed: 11/20/2008
Filing Type: initial

Status: Active
Lapses: 11/20/2013

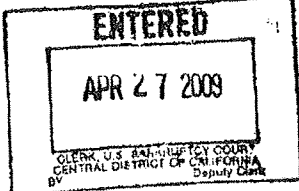
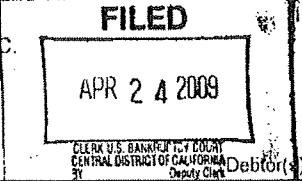
Debtor: RACHEL ASHWELL DESIGNS INC.
16055 HERON AVE
LA MIRADA CA 90638

SSN/FEID:

Secured Party : INTELLIPACK, INC.
12322 E 55TH ST
TULSA OK 74146

End Of Report

EXHIBIT E

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number William H. Kiekhofer, III (SBN 94022) Jodie M. Grotnis (SBN 261409) McGuireWoods LLP 1800 Century Park East, 8 th Floor Los Angeles, CA 90067 Direct: 310-315-8244 Firm: 310-315-8200 Fax: 310-315-8210 <input type="checkbox"/> Individual appearing without counsel <input checked="" type="checkbox"/> Attorney for: PARADOX CAPITAL, LLC		FOR COURT USE ONLY	
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA			
In re: RACHEL ASHWELL DESIGNS, INC.		CHAPTER: 11 CASE NO.: 2:09-bk-11915-TD DATE: April 22, 2009 TIME: 10:00 a.m. CTRM: 1345 FLOOR: 13	Debtor(s)

**ORDER GRANTING MOTION FOR RELIEF FROM THE AUTOMATIC STAY
UNDER 11 U.S.C. § 362 (Personal Property)
(MOVANT: PARADOX CAPITAL, LLC)**

1. The Motion was: Contested Uncontested Settled by stipulation
2. The Motion affects the following personal property ("Property"):
- Vehicle (describe year, manufacturer, type and model):

Vehicle Identification Number:
Location of vehicle (if known):
 - Equipment (describe manufacturer, type, and characteristics):

Serial number(s):
Location (if known):
 - Other Personal Property (describe type, identifying information, and location): Substantially all of Debtor's (1) Intellectual Property; (2) Debtor's Trademarks, licenses thereof, accounts arising therefrom and proceeds thereof; and (3) any tangible assets used by the Debtor to keep, maintain, or service the Intellectual Property.
 - See Exhibit _____ attached to this Order.
3. The Motion is granted under: 11 U.S.C. § 362(d)(1) 11 U.S.C. § 362(d)(2)
4. As to Movant, its successors, transferees and assigns ("Movant"), the stay of 11 U.S.C. § 362(a) is:
- a. Terminated as to Debtor(s) and Debtor's(s)' bankruptcy estate.
 - b. Annulled retroactively to the date of the bankruptcy petition filing.
 - c. Modified or conditioned as set forth in Exhibit _____ to this Order.

(Continued on next page)

This form is mandatory by Order of the United States Bankruptcy Court for the Central District of California.

January 2009

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In re RACHEL ASHWELL DESIGNS, INC.	(SHORT TITLE)	CHAPTER: 11
	Debtor(s).	CASE NO.: 2:09-bk-11915-TD

5. Movant may enforce its remedies to repossess or otherwise obtain possession and dispose of the Property in accordance with applicable non-bankruptcy law, but may not pursue any deficiency claim against the Debtor(s) or property of the estate except by filing a Proof of Claim pursuant to 11 U.S.C. § 501.
6. Movant shall not repossess the Property before the following date (*specify*):
7. The stay shall remain in effect subject to the terms and conditions set forth in the Adequate Protection Attachment to this Order.
8. In chapter 13 cases, the trustee shall not make any further payments on account of Movant's secured claim after entry of this Order. The secured portion of Movant's claim is deemed withdrawn upon entry of this Order without prejudice to Movant's right to file an amended unsecured claim for any deficiency. Absent a stipulation or order to the contrary, Movant shall return to the trustee any payments received from the trustee on account of Movant's secured claim after entry of this Order.
9. This Court further orders as follows:
- a. This Order shall be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.
- b. The 10-day stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- c. The provisions set forth in the Extraordinary Relief Attachment shall also apply (*attach Optional Form F 4001-10.ER*).
- d. See attached continuation page for additional provisions.

Dated: 4/24/09


 UNITED STATES BANKRUPTCY JUDGE
 THOMAS B. DONOVAN

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January 2009

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In re RACHEL ASHWELL DESIGNS, INC.	(SHORT TITLE)	CHAPTER: 11
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**ADEQUATE PROTECTION ATTACHMENT
(MOVANT: _____)**

(This Attachment is the continuation page for Paragraph 7 of the Order on the Motion.)

The stay shall remain in effect subject to the following terms and conditions:

- 1. The Debtor(s) tendered payments at the hearing in the amount of \$_____.
- 2. The Debtor(s) shall make regular monthly payments in the amount of \$_____ commencing _____
The amount of these payments may be subject to change under the terms of the parties' original agreements. All payments due Movant hereunder shall be paid to Movant at the following address:

3. The Debtor(s) shall cure the postpetition default computed through _____ in the sum of \$ _____ as follows:

- a. In equal monthly installments of \$ _____ each commencing _____ and continuing thereafter through and including _____.
- b. By paying the sum of \$ _____ on or before _____
- c. By paying the sum of \$ _____ on or before _____
- d. By paying the sum of \$ _____ on or before _____
- e. Other:

4. The Debtor(s) shall maintain insurance coverage on the property and shall remain current on all taxes that fall due postpetition with regard to the property.

5. The Debtor(s) shall file a Disclosure Statement and Plan on or before *(specify date)*:
Disclosure Statement shall be approved on or before *(specify date)*:
The Plan shall be confirmed on or before *(specify date)*:

6. Upon any default in the foregoing terms and conditions, Movant shall serve written notice of default to Debtor(s), and any attorney for Debtor(s), if Debtor(s) fails to cure the default within 10 calendar days after mailing of such written notice:

- a. The stay shall automatically terminate without further notice, hearing or order.
- b. Movant may file and serve a declaration under penalty of perjury specifying the default, together with a proposed order terminating the stay, which the Court may grant without further notice or hearing.
- c. The Movant may move for relief from the stay upon shortened notice in accordance with Local Bankruptcy Rules.
- d. The Movant may move for relief from the stay on regular notice.

(Continued on next page)

This form is mandatory by Order of the United States Bankruptcy Court for the Central District of California.

January 2009

In re RACHEL ASHWELL DESIGNS, INC.	(SHORT TITLE)	CHAPTER: 11
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7. Notwithstanding anything contained herein to the contrary, the Debtor(s) shall be entitled to a maximum of _____ (number) notices of default and opportunities to cure pursuant to the preceding paragraph. Once a Debtor(s) has defaulted this number of times on the obligations imposed by this Order and has been served with this number of notices of default, Movant shall be relieved of any obligation to serve additional notices of default and provide additional opportunities to cure. If an event of default occurs thereafter, Movant shall be entitled, without first serving a notice of default and providing the Debtor(s) with an opportunity to cure, to file and serve a declaration under penalty of perjury setting forth in detail the Debtor's failures to perform hereunder, together with a proposed order terminating the stay, which the Court may enter without further notice or hearing.
8. The foregoing terms and conditions shall be binding only during the pendency of this bankruptcy case. If, at any time, the stay is terminated with respect to the Property by court order or by operation of law, the foregoing terms and conditions shall cease to be binding and Movant may proceed to enforce its remedies under applicable non-bankruptcy law against the Property and/or against the Debtor(s).
9. If Movant obtains relief from stay based on Debtor's(s)' defaults hereunder, the order granting that relief shall contain a waiver of the 10-day stay created by Federal Rule of Bankruptcy Procedure 4001(a)(3).
10. Movant may accept any and all payments made pursuant to this Order without prejudice to or waiver of any rights or remedies to which it would otherwise have been entitled under applicable non-bankruptcy law.
11. Other (specify):

Judge's Initials

This form is mandatory by Order of the United States Bankruptcy Court for the Central District of California.

January 2009

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In re RACHEL ASHWELL DESIGNS, INC.	(SHORT TITLE)	CHAPTER: 11
	Debtor(s).	CASE NO.: 2:09-bk-11915-TD

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 a 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: McGuireWoods, LLP, 1800 Century Park East, 8th Floor, Los Angeles, CA 90067

A true and correct copy of the foregoing document described as Order Granting Motion for Relief from the Automatic Stay Under 11 U.S.C. Section 362 (Personal Property) 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 addressed 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 22, 2009 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 follow. 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 Via First Class, Postage Prepaid United States Mail:

Debtor: Rachel Ashwell Designs, Inc., 6330 Arizona Circle, Los Angeles, CA 90045

U.S. Trustee: Russell Clementson, Office of the United States Trustee, 725 S. Figueroa St., 26th Floor, Los Angeles, CA

Attorneys for Goode Rad Holdings, Inc.:

Geoffrey P. Forgione, Jones Day, 555 So. Flower St., 50th Floor, Los Angeles, CA 90071-2300

Overnight Mail Chambers Copy:

Hon. Thomas B. Donovan, U.S. Bankruptcy Court, 312 N. Spring Street, Suite 1352, Los Angeles, CA

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 April 22, 2009 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 mailing to 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 22, 2009
Date

Dorothea Kiker
Type Name

/s/ Dorothea Kiker
Signature

This form is mandatory by Order of the United States Bankruptcy Court for the Central District of California.

In re RACHEL ASHWELL DESIGNS, INC.	(SHORT TITLE) Debtor(s).	CHAPTER: 11 CASE NO.: 2:09-bk-11915-TD
---------------------------------------	-----------------------------	---

ADDITIONAL SERVICE INFORMATION (if needed):

Continuation of Parties Served Via First Class, Postage Prepaid United States Mail:

Attorneys for Debtor Rachel Ashwell Designs, Inc.:
 Ron Bender, Esq.; Monica Y. Kim, Esq.; Tania M. Moyron, Esq.; Juliet Y Oh, Esq.
 Levene, Neale, Bender, Rankin, et al.
 10250 Constellation Blvd., Suite 1700
 Los Angeles, CA 90067
 rb@lnbrb.com; myk@lnbrb.com; tmm@lnbrb.com; jyo@lnbrb.com

Attorneys for Creditor Caruso Management Company Ltd.
 Brian D. Huben, Esq.
 c/o Katten Muchin Rosenman LLP
 2029 Century Park East, Suite 2600
 Los Angeles, CA 90067-3012
 brian.huben@kattenlaw.com; thomas.leanse@kattenlaw.com

Attorneys for the Macerich Company:
 Brian D. Huben, Esq.
 c/o Katten Muchin Rosenman LLP
 2029 Century Park East, Suite 2600
 Los Angeles, CA 90067-3012
 brian.huben@kattenlaw.com; thomas.leanse@kattenlaw.com;
 mark.conzelman@kattenlaw.com; jeffrey.chadwick@kattenlaw.com

Attorneys for Creditor GMAC Commercial Finance, LLC:
 Wayne R. Terry, Esq.
 Hemar, Rousso & Heald, LLP
 15910 Ventura Blvd., 12th Floor
 Encino, CA 91436
 wterry@hemar-rousso.com

Attorneys for Simon Property Group, Inc.
 Ronald M. Tucker, Esq.
 225 W. Washington Street
 Indianapolis, IN 46204
 rtucker@simon.com

Attorneys for Westchester Industrial Tract:
 Sandor T. Boxer, Esq.
 12400 Wilshire Blvd Ste 1300
 Los Angeles, CA 90025
 tedb@tedboxer.com

This form is mandatory by Order of the United States Bankruptcy Court for the Central District of California.

January 2009

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In re RACHEL ASHWELL DESIGNS, INC.	(SHORT TITLE)	CHAPTER: 11
Debtor(s)		CASE NO.: 2:09-bk-11915-TD

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*) Order Granting Motion for Relief from the Automatic Stay Under 11 U.S.C. Section 362 (Personal Property)

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 22, 2009, 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.

United States Trustee: russell.clementson@usdoj.gov; ustpregion16.la.ecf.usdoj.gov
Attorneys for Debtor: rb@lnbrb.com; myk@lnbrb.com; tmm@lnbrb.com; jyo@lnbrb.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:

Debtor: Rachel Ashwell Designs, Inc., 6330 Arizona Circle, Los Angeles, CA 90045

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:

Attorneys for Goode Rad Holdings, LLC:
Geoffrey P. Forgione/Tobias S. Keller, Esq.
Jones Day
555 South Flower Street, 50th Floor
Los Angeles, CA 90071-2300

Service information continued on attached page

This form is mandatory by Order of the United States Bankruptcy Court for the Central District of California.

January 2009

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In re RACHEL ASHWELL DESIGNS, INC.	(SHORT TITLE)	CHAPTER: 11
Debtor(s).		CASE NO.: 2:09-bk-11915-TD

ADDITIONAL SERVICE INFORMATION (if needed):

Continuation of Parties to be served via Bankruptcy Court's NEF:

Attorneys for Debtor Rachel Ashwell Designs, Inc.:
 Ron Bender, Esq.; Monica Y. Kim, Esq.; Tania M. Moyron, Esq.; Juliet Y Oh, Esq.
 Levene, Neale, Bender, Rankin, et al.
 10250 Constellation Blvd., Suite 1700
 Los Angeles, CA 90067
 rb@lnbrb.com; myk@lnbrb.com; tmm@lnbrb.com; jyo@lnbrb.com

Attorneys for Creditor Caruso Management Company Ltd.
 Brian D. Huben, Esq.
 c/o Katten Muchin Rosenman LLP
 2029 Century Park East, Suite 2600
 Los Angeles, CA 90067-3012
 brian.huben@kattenlaw.com; thomas.leanse@kattenlaw.com

Attorneys for the Macerich Company:
 Brian D. Huben, Esq.
 c/o Katten Muchin Rosenman LLP
 2029 Century Park East, Suite 2600
 Los Angeles, CA 90067-3012
 brian.huben@kattenlaw.com; thomas.leanse@kattenlaw.com
 mark.conzelmann@kattenlaw.com; jeffrey.chadwick@kattenlaw.com

Attorneys for Creditor GMAC Commercial Finance, LLC:
 Wayne R. Terry, Esq.
 Hemar, Rousso & Heald, LLP
 15910 Ventura Blvd., 12th Floor
 Encino, CA 91436
 wterry@hemar-rousso.com

Attorneys for Simon Property Group, Inc.
 Ronald M. Tucker, Esq.
 225 W. Washington Street
 Indianapolis, IN 46204
 rtucker@simon.com

Attorneys for Westchester Industrial Tract:
 Sandor T. Boxer, Esq.
 12400 Wilshire Blvd Ste 1300
 Los Angeles, CA 90025
 tedb@tedboxer.com

This form is mandatory by Order of the United States Bankruptcy Court for the Central District of California.

January 2009

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CERTIFICATE OF NOTICE

District/off: 0973-2
Case: 09-11915

User: sfortierC
Form ID: pdf030

Page 1 of 1
Total Served: 19

Date Rcvd: Apr 27, 2009

The following entities were served by first class mail on Apr 29, 2009.

db +Rachel Ashwell Designs, Inc., 6330 Arizona Circle, Los Angeles, CA 90045-1202
aty +Brian D Huben, Katten Muchin Rosenman LLP, 2029 Century Park East 26th Fl,
Los Angeles, CA 90067-2901
aty +Ernie Z Park, 13215 E Penn St #510, Whittier, CA 90602-1776
aty +Juliet Y Ch, 10250 Constellation Blvd Ste 1700, Los Angeles, CA 90067-6200
aty +Monica Y Kim, 10250 Constellation Blvd Ste 1700, Los Angeles, CA 90067-6200
aty +Ron Bender, 10250 Constellation Blvd Ste 1700, Los Angeles, CA 90067-6200
aty +Ronald M Tucker, Esq., 225 W Washington St, Indianapolis, IN 46204-3435
aty +Russell Clementson, 725 S Figueroa Ste 2600, Los Angeles, CA 90017-5413
aty +Sandor T Boxer, 12400 Wilshire Blvd Ste 1300, Los Angeles, CA 90025-1044
aty +Tania M Moyron, Levene, Neale, Bender, Rankin etc., 10250 Constellation Blvd, Ste 1700,
Los Angeles, CA 90067-6200
aty +Wayne R Terry, 15910 Ventura Blvd 12th Fl, Encino, CA 91436-2802
aty +William H. Kiekhofe, III, 1800 Century Park East 8th Fl, Los Angeles, CA 90067-1501
ust +United States Trustee (LA), 725 S Figueroa St., 26th Floor, Los Angeles, CA 90017-5524
cr Caruso Management Company Ltd., c/o Katten Muchin Rosenman LLP, 2029 Century Park East,
Suite 2600, Los Angeles, CA 90067-3012
cr +GMAC Commercial Finance, LLC, Hemar, Rousso & Heald, LLP, 15910 Ventura Blvd., 12th Floor,
Encino, CA 91436-2802
cr +Paradox Capital, LLC Paradox Lending, LLC, c/o William H. Kiekhofe, III, McGuireWoods LLP,
1800 Century Park East, 8th Floor, Los Angeles, CA 90067-1501
cr +Simon Property Group, Inc., Attn: Ronald M. Tucker, Esq., 225 W. Washington Street,
Indianapolis, IN 46204-3438
cr THE MACERICH COMPANY, c/o Katten Muchin Rosenman LLP, 2029 Century Park East, Suite 2600,
Los Angeles, CA 90067-3012
cr +Westchester Industrial Tract, c/o Law Offices of Sandor T Boxer, 12400 Wilshire Blvd.,
Suite 1300, Los Angeles, CA 90025-1044

The following entities were served by electronic transmission.
NONE.

TOTAL: 0

**** BYPASSED RECIPIENTS (undeliverable, * duplicate) ****

intp Courtesy NEF
cr Request for Courtesy NEF
cr The Irvine Company

TOTALS: 3, * 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Spetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 29, 2009

Signature: _____

