

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	COURT ORDER		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beauty Brands, LLC		02/12/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Absolute Beauty, LLC		
Street Address:	4600 Madison Avenue		
Internal Address:	Suite 1500		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64112		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2596917	TAKE 10	
Registration Number:	4435075	TAKE 10	
Registration Number:	4460178	LASH BASH	
Registration Number:	4671903	LASH BASH	
Registration Number:	4894887	KCO COLORS	
Registration Number:	4842178	KCO	
Registration Number:	2733281	DISCOVER THE BEAUTY	
Registration Number:	2411475	BEAUTY BRANDS SUPERSALON	
Registration Number:	2475978	BEAUTY BRANDS SALON SUPERSTORE	
Registration Number:	2699344	BEAUTY BRANDS SALON SPA SUPERSTORE	
Registration Number:	2343005	BEAUTY BRANDS SALON SPA SUPERSTORE	
Registration Number:	2682975	BEAUTY BRANDS	
Registration Number:	5044679	BEAUTY BRANDS	
Registration Number:	4361586	BEAUTY BRANDS	
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$365.00 2596917

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 9136479050
Email: tmdocketing.burbach@hoveywilliams.com
Correspondent Name: Cheryl L. Burbach
Address Line 1: 10801 Mastin Blvd., Suite 1000
Address Line 4: Overland Park, KANSAS 66210

ATTORNEY DOCKET NUMBER:	7578.00000
NAME OF SUBMITTER:	Cheryl L. Burbach
SIGNATURE:	/Cheryl L. Burbach/
DATE SIGNED:	03/12/2019

Total Attachments: 161

source=1266107_1#page1.tif
source=1266107_1#page2.tif
source=1266107_1#page3.tif
source=1266107_1#page4.tif
source=1266107_1#page5.tif
source=1266107_1#page6.tif
source=1266107_1#page7.tif
source=1266107_1#page8.tif
source=1266107_1#page9.tif
source=1266107_1#page10.tif
source=1266107_1#page11.tif
source=1266107_1#page12.tif
source=1266107_1#page13.tif
source=1266107_1#page14.tif
source=1266107_1#page15.tif
source=1266107_1#page16.tif
source=1266107_1#page17.tif
source=1266107_1#page18.tif
source=1266107_1#page19.tif
source=1266107_1#page20.tif
source=1266107_1#page21.tif
source=1266107_1#page22.tif
source=1266107_1#page23.tif
source=1266107_1#page24.tif
source=1266107_1#page25.tif
source=1266107_1#page26.tif
source=1266107_1#page27.tif
source=1266107_1#page28.tif
source=1266107_1#page29.tif
source=1266107_1#page30.tif
source=1266107_1#page31.tif
source=1266107_1#page32.tif
source=1266107_1#page33.tif
source=1266107_1#page34.tif
source=1266107_1#page35.tif

source=1266107_1#page36.tif
source=1266107_1#page37.tif
source=1266107_1#page38.tif
source=1266107_1#page39.tif
source=1266107_1#page40.tif
source=1266107_1#page41.tif
source=1266107_1#page42.tif
source=1266107_1#page43.tif
source=1266107_1#page44.tif
source=1266107_1#page45.tif
source=1266107_1#page46.tif
source=1266107_1#page47.tif
source=1266107_1#page48.tif
source=1266107_1#page49.tif
source=1266107_1#page50.tif
source=1266107_1#page51.tif
source=1266107_1#page52.tif
source=1266107_1#page53.tif
source=1266107_1#page54.tif
source=1266107_1#page55.tif
source=1266107_1#page56.tif
source=1266107_1#page57.tif
source=1266107_1#page58.tif
source=1266107_1#page59.tif
source=1266107_1#page60.tif
source=1266107_1#page61.tif
source=1266107_1#page62.tif
source=1266107_1#page63.tif
source=1266107_1#page64.tif
source=1266107_1#page65.tif
source=1266107_1#page66.tif
source=1266107_1#page67.tif
source=1266107_1#page68.tif
source=1266107_1#page69.tif
source=1266107_1#page70.tif
source=1266107_1#page71.tif
source=1266107_1#page72.tif
source=1266107_1#page73.tif
source=1266107_1#page74.tif
source=1266107_1#page75.tif
source=1266107_1#page76.tif
source=1266107_1#page77.tif
source=1266107_1#page78.tif
source=1266107_1#page79.tif
source=1266107_1#page80.tif
source=1266107_1#page81.tif
source=1266107_1#page82.tif
source=1266107_1#page83.tif

source=1266107_1#page84.tif
source=1266107_1#page85.tif
source=1266107_1#page86.tif
source=1266107_1#page87.tif
source=1266107_1#page88.tif
source=1266107_1#page89.tif
source=1266107_1#page90.tif
source=1266107_1#page91.tif
source=1266107_1#page92.tif
source=1266107_1#page93.tif
source=1266107_1#page94.tif
source=1266107_1#page95.tif
source=1266107_1#page96.tif
source=1266107_1#page97.tif
source=1266107_1#page98.tif
source=1266107_1#page99.tif
source=1266107_1#page100.tif
source=1266107_1#page101.tif
source=1266107_1#page102.tif
source=1266107_1#page103.tif
source=1266107_1#page104.tif
source=1266107_1#page105.tif
source=1266107_1#page106.tif
source=1266107_1#page107.tif
source=1266107_1#page108.tif
source=1266107_1#page109.tif
source=1266107_1#page110.tif
source=1266107_1#page111.tif
source=1266107_1#page112.tif
source=1266107_1#page113.tif
source=1266107_1#page114.tif
source=1266107_1#page115.tif
source=1266107_1#page116.tif
source=1266107_1#page117.tif
source=1266107_1#page118.tif
source=1266107_1#page119.tif
source=1266107_1#page120.tif
source=1266107_1#page121.tif
source=1266107_1#page122.tif
source=1266107_1#page123.tif
source=1266107_1#page124.tif
source=1266107_1#page125.tif
source=1266107_1#page126.tif
source=1266107_1#page127.tif
source=1266107_1#page128.tif
source=1266107_1#page129.tif
source=1266107_1#page130.tif
source=1266107_1#page131.tif

source=1266107_1#page132.tif
source=1266107_1#page133.tif
source=1266107_1#page134.tif
source=1266107_1#page135.tif
source=1266107_1#page136.tif
source=1266107_1#page137.tif
source=1266107_1#page138.tif
source=1266107_1#page139.tif
source=1266107_1#page140.tif
source=1266107_1#page141.tif
source=1266107_1#page142.tif
source=1266107_1#page143.tif
source=1266107_1#page144.tif
source=1266107_1#page145.tif
source=1266107_1#page146.tif
source=1266107_1#page147.tif
source=1266107_1#page148.tif
source=1266107_1#page149.tif
source=1266107_1#page150.tif
source=1266107_1#page151.tif
source=1266107_1#page152.tif
source=1266107_1#page153.tif
source=1266107_1#page154.tif
source=1266107_1#page155.tif
source=1266107_1#page156.tif
source=1266107_1#page157.tif
source=1266107_1#page158.tif
source=1266107_1#page159.tif
source=1266107_1#page160.tif
source=1266107_1#page161.tif

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
)	Chapter 11
BEAUTY BRANDS, LLC, <i>et al.</i>)	
Debtors. ¹)	Case No. 19-10031 (CSS)
)	(Jointly Administered)
)	
)	Related Docket Nos. 16, 123, 241

ORDER APPROVING THE SALE OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES, AND THE ASSUMPTION OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND GRANTING RELATED RELIEF

Upon consideration of the motion [Docket No. 16], as modified by the *Notice of Stalking Horse Designation and Filing of Stalking Horse APA with Bid Protections* [Docket No. 123], (the "Motion")² of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") for the entry of an order (this "Order") pursuant to sections 105, 363, 365, 503, and 507 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 6004-(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") (a) authorizing the sale of the Transferred Assets (as defined in that certain asset purchase agreement attached hereto as Exhibit A, as subsequently amended or modified, the "Stalking Horse APA"), (b) authorizing the assumption and assignment of certain executory contracts and unexpired leases, and (c)

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Beauty Brands, LLC (0290); Beauty Brands Payroll Holdings, Inc. (6218); and Beauty Brands Payroll, LLC (1789). The location of the Debtors' corporate headquarters is 4600 Madison Avenue, Suite 400, Kansas City, Missouri 64112.

² Capitalized terms used but not defined herein shall have the meanings given them in the Bidding Procedures Order or Stalking Horse APA, as applicable.

granting related relief; and this Court having entered an order [Docket No. 128] (the "Bidding Procedures Order") (i) approving the proposed bidding procedures attached thereto as Exhibit 1 (the "Bidding Procedures"), (ii) establishing procedures for the assumption and assignment of executory contracts and unexpired leases, including notice of proposed cure amounts (the "Assumption and Assignment Procedures"), (iii) approving the form and manner of notice thereof, (iv) approving the Debtors' selection of Absolute Beauty, LLC ("Absolute Beauty") as the stalking horse bidder (the "Stalking Horse Purchaser" or the "Purchaser", as applicable), the Bid Protections for the Stalking Horse Purchaser, and the Stalking Horse APA, and (v) scheduling a hearing (the "Sale Hearing") to approve the Sale; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b)(2) and 1334 and the Amended Standing Order; and consideration of the Motion, the relief requested therein, and the responses thereto being a core proceeding in accordance with 28 U.S.C. § 157(b); and the appearance of all interested parties and all responses and objections, if any, to the Motion having been duly noted in the record of the Sale Hearing; and upon the record of the Sale Hearing, and all other pleadings and proceedings in this case, including the Motion; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and after due deliberation and sufficient cause appearing therefor;

THE COURT HEREBY FINDS THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. The Court has jurisdiction over this matter and over the property of the Debtors' estates, including the Transferred Assets to be sold, transferred, or conveyed pursuant to the Stalking Horse APA, pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these chapter 11 cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

D. The statutory predicates for the relief sought in the Motion and the basis for the approvals and authorizations herein are (a) Bankruptcy Code sections 105, 363, 365, 503, and 507 and (b) Bankruptcy Rules 2002, 6004, 6006, and 9014.

E. On January 6, 2019 (the "Petition Date"), the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued in possession and management of their business and properties as debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

F. As evidenced by the affidavits of service filed with the Court, proper, timely, adequate, and sufficient notice of the Motion, the Sale, the Sale Objection Deadline, the Bid Deadline, the Auction, and the Sale Hearing have been provided in accordance with Bankruptcy Code sections 102(1) and 363(b), Bankruptcy Rules 2002, 6004, 9006, 9007, 9008, and 9014, Local Rule 6004-(1), and the procedural due process requirements of the United States Constitution, and in compliance with the Bidding Procedures Order. The Debtors also gave due and proper notice to each counterparty and its counsel (if known) of executory contracts and unexpired leases that may be potentially assumed and assigned as part of the sale and the related

proposed Cure Amount [Docket Nos. 138, 172, 240]. Counterparties had an opportunity to object to the Cure Amounts set forth therein.

G. After the Stalking Horse Purchaser was deemed the Successful Bidder, the Debtors gave due and proper notice to each counterparty and its counsel (if known) of the executory contracts and unexpired leases that have been selected by the Purchaser to be assumed and assigned pursuant to the Stalking Horse APA (the "Selected Assumed Contracts") [Docket No. 241] (the "Supplemental Assumption Notice"). In accordance with the Assumption and Assignment Procedures, the Purchaser may, at any time after service of the Supplemental Assumption Notice, but prior to the Closing: (a) supplement the list of Selected Assumed Contracts (the "Selected Assumed Contracts List") with previously omitted executory contracts or unexpired leases or (b) remove a Selected Assumed Contract from the Selected Assumed Contracts List. The Debtors may assume and assign to the Purchaser any Selected Assumed Contract on the Selected Assumed Contracts List, as may be modified from time to time (each, an "Assumed Contract") subject to, and to the extent provided under, the Assumption and Assignment Procedures by providing notice to any affected non-debtor counterparty to the Assumed Contract in accordance with the Assumption and Assignment Procedures.

H. A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities, including, without limitation: (a) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), (b) the official committee of unsecured creditors (the "Committee"); (c) the holders of the thirty (30) largest unsecured claims against the Debtors; (d) counsel to PNC Bank, N.A., as Pre-Petition Agent, on behalf of the Pre-Petition Lenders, and as DIP Agent, on behalf of the DIP Lenders (each as defined in the *Order (I) Authorizing the Debtors, on an Final Basis, to (A) Obtain Post-Petition*

*Financing, (B) Grant Liens and Superpriority Administrative Expense Claims to Post-Petition Lenders and (C) Utilize Cash Collateral, (II) Providing Adequate Protection to the Pre-Petition Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief, Pursuant to 11 U.S.C. Sections 105, 361, 362, 363, 364 and 507 [Docket No. 191] (the “Final DIP Order”)), with Pre-Petition Agent and DIP Agent being collectively referred to herein as “PNC”; (e) all parties known or reasonably believed to have expressed an interest in acquiring any of the Assets within the six months prior to the Petition Date; (f) all banks at which the Debtors have accounts; (g) all of the landlords for the Debtors’ Stores; (h) any non-debtor counterparties to an executory contract or unexpired lease of the Debtors; (i) all parties known by the Debtors to assert any lien, claim, interest, or encumbrance in the Assets; (j) Hilco Merchant Resources, LLC; (k) all applicable federal, state, and local taxing and regulatory authorities having jurisdiction over the Assets; (l) all environmental authorities having jurisdiction over the Assets, including the Environmental Protection Agency and similar state agencies for each state in which the Assets are located; (m) the Federal Trade Commission; (n) the Antitrust Division of the United States Department of Justice; and (o) any party that has requested notice pursuant to Bankruptcy Rule 2002. With respect to entities whose identities are not reasonably ascertained by the Debtors, publication of the Sale Notice once in the national edition of *USA Today* on January 25, 2019, as evidenced by the affidavit of publication filed by the Debtors at Docket No. 169, was sufficient and reasonably calculated under the circumstances to reach such entities.*

I. The Debtors solicited offers and noticed the Auction in accordance with the provisions of the Bidding Procedures Order. The Auction was duly noticed, the sale process was conducted in a non-collusive manner, and the Debtors afford a full, fair, and reasonable

opportunity for any party or entity to bid on the Assets and were provided, upon request, sufficient information to make an informed judgment on whether to bid on the Assets.

J. No other Qualified Bid was received by the Bid Deadline. Accordingly, on February 4, 2019, the Debtors filed the *Notice of Cancellation of Auction and Selection of Stalking Horse Purchaser as the Successful Bidder* [Docket No. 203].

K. Notice of the Sale Hearing was fair and equitable under the circumstances and complied in all respects with Bankruptcy Code section 102(1), Bankruptcy Rules 2002, 6004, and 6006, and Local Rule 6004-1.

L. The Transferred Assets constitute property of the Debtors' estates and title to the Transferred Assets is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

M. The Debtors have demonstrated a sufficient basis and compelling circumstances requiring them to enter into the Stalking Horse APA, sell the Transferred Assets, and assume and assign the Assumed Contracts under Bankruptcy Code sections 363 and 365, and such actions are appropriate exercises of the Debtors' business judgment and in the best interests of the Debtors, their estates, and their creditors. The Stalking Horse APA is the highest and best offer for the Transferred Assets. The Debtors' determination, in consultation with the Consultation Parties, that the Stalking Horse APA constitutes the highest or best offer for the Transferred Assets constitutes a valid and sound exercise of the Debtors' business judgment.

N. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale outside of a plan of reorganization.

O. The Bidding Procedures set forth in the Bidding Procedures Order were non-collusive, substantively and procedurally fair to all parties, and were the result of good faith, arm's length negotiations between the Debtors and the Purchaser.

P. The Debtors and their professionals have complied, in good faith, in all respects with the Bidding Procedures Order. As demonstrated by (a) any testimony and other evidence proffered or adduced at the Sale Hearing and hearing to approve the Bidding Procedures (the "Bidding Procedures Hearing") and (b) the representations of counsel made on the record at the Sale Hearing and Bidding Procedures Hearing, thorough marketing efforts and a competitive sale process conducted in accordance with the Bidding Procedures Order, the Debtors (x) afforded interested Potential Bidders a full, fair, and reasonable opportunity to qualify as bidders and submit their highest and best offer to purchase the Debtors' Assets and (y) provided Potential Bidders, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the Assets.

Q. The Purchaser submitted the highest and best offer and is the Successful Bidder for the Transferred Assets in accordance with the Bidding Procedures Order. The Bidding Procedures obtained the highest value for the Transferred Assets for the Debtors and their estates. No other person or entity or group of entities has offered to purchase the Transferred Assets for greater economic value to the Debtors' estates than the Purchaser.

R. The offer of the Purchaser, upon the terms and conditions set forth in the Stalking Horse APA, including the form and total consideration to be realized by the Debtors pursuant to the Stalking Horse APA, is (a) the highest and best offer received by the Debtors; (b) fair and reasonable; (c) in the best interests of the Debtors' creditors and estates; and (d) constitutes full and adequate consideration and reasonably equivalent value for the Transferred Assets.

S. As explained at the Bidding Procedures Hearing, the Stalking Horse Purchaser and its advisors have acted in good faith in connection with the negotiation of the Stalking Horse APA, the Bid Protections, and the Bidding Procedures. The Stalking Horse Purchaser's controlling stockholders have disclosed (a) their indirect equity interests in the Debtors and (b) Robert Bernstein's interest as landlord for the Debtors' Distribution Center and nine stores, five of which are included in the Stalking Horse APA [see Docket Nos. 92, 128].

T. The Stalking Horse APA was negotiated and entered into in good faith, after arm's length bargaining, and without collusion or fraud of any kind. Neither the Debtors nor the Purchaser have engaged in any conduct that would prevent the application of Bankruptcy Code section 363(m) or cause the application of or implicate Bankruptcy Code section 363(n) to the Stalking Horse APA or to the consummation of the sale transaction and transfer of the Transferred Assets to the Purchaser. The Purchaser is entitled to all the protections of Bankruptcy Code section 363(m).

U. The Debtors are authorized to execute the Stalking Horse APA and all other documents contemplated thereby, and to consummate the transactions contemplated by the Stalking Horse APA. No consents or approvals, other than as may be expressly provided for in the Stalking Horse APA, are required to consummate such transactions.

V. The Debtors have sound business reasons for seeking to enter into the Stalking Horse APA and to sell and/or assume and assign the Transferred Assets (including, for the avoidance of doubt, the Assumed Contracts) as more fully set forth in the Motion and as demonstrated at the Sale Hearing, and it is a reasonable exercise of the Debtors' business judgment to sell the Transferred Assets and to consummate the transactions contemplated by the Stalking Horse APA. Notwithstanding any requirement for approval or consent by any person,

the transfer of the Transferred Assets to the Purchaser and the assumption and assignment of the Assumed Contracts is a legal, valid, and effective transfer of the Transferred Assets (including, for the avoidance of doubt, the Assumed Contracts). The Purchaser shall assume and perform and discharge the Assumed Liabilities, if any, under the Assumed Contracts, including pursuant to any contract or lease assignment agreements, as applicable.

W. The terms and conditions of the Stalking Horse APA, including the consideration to be realized by the Debtors pursuant to the Stalking Horse APA, are fair and reasonable, and the transactions contemplated by the Stalking Horse APA are in the best interests of the Debtors' estates.

X. Except as otherwise provided in the Stalking Horse APA or this Order, the Transferred Assets shall be sold free and clear of any lien (statutory or otherwise), hypothecation, encumbrance, security interest, mortgage, pledge, restriction, charge, instrument, license, preference, priority, security agreement, easement, covenant, encroachment, option, or other interest in the subject property, including any right of recovery, tax (including foreign, federal, state, and local tax), order of any governmental authority or other claim there against or therein, of any kind or nature (including (a) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing; (b) any assignment or deposit arrangement in the nature of a security device; (c) any Claims (as defined in section 101(5) of the Bankruptcy Code) based on any theory that Purchaser is the successor, transferee, or continuation of the Debtors or the Transferred Assets, to the fullest extent allowed by applicable law; and (d) any leasehold interest, license, or other right, in favor of a person other than Purchaser, to use any portion of the Transferred Assets), whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed,

recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown (collectively, "Liens") and claims, other than the Assumed Liabilities, and will attach to the sale proceeds, if any, to be received by the Debtors that are not otherwise paid to PNC at Closing to indefeasibly satisfy Debtors' indebtedness then due and owing to Pre-Petition Lenders and DIP Lenders, as applicable, in the same priority and subject to the same defenses and avoidability, if any, as before the Closing.

Y. The transfer of the Transferred Assets to Purchaser is a legal, valid, and effective transfer of the Transferred Assets, and shall vest the Purchaser with all right, title, and interest of the Debtors to the Transferred Assets free and clear of any and all Liens. Except as specifically provided in the Stalking Horse APA or this Order, the Purchaser shall not assume or become liable for any Liens relating to the Transferred Assets being sold by the Debtors.

Z. The Debtors may sell the Transferred Assets free and clear of all Liens of any kind or nature whatsoever because, in each case, one or more of the standards set forth in Bankruptcy Code section 363(f) has been satisfied. Those holders of Liens from which the Transferred Assets are to be sold free and clear (including, if applicable, the non-debtor counterparties to the Assumed Contracts) who did not object, or who withdrew their objections, to the sale of the Transferred Assets and the Motion are deemed to have consented pursuant to Bankruptcy Code section 363(f)(2). All other holders of Liens are adequately protected—thus satisfying section 363(e) of the Bankruptcy Code—by having their Liens, if any, attach to the cash proceeds of the Sale attributable to the Transferred Assets in which such holder alleges an Lien, in the same order of priority and with the same validity, force, and effect that such Liens had prior to the Sale, subject to any rights, claims, and defenses of the Debtors or their estates, as applicable.

AA. Not selling the Transferred Assets free and clear of all Liens would adversely impact the Debtors' estates, and the sale of Transferred Assets other than one free and clear of all Liens would be of substantially less value to the Debtors' estates.

BB. The Debtors and the Purchaser have, to the extent necessary, satisfied the requirements of Bankruptcy Code section 365, including Bankruptcy Code sections 365(b)(1)(A), (B) and 365(f), in connection with the sale of the Transferred Assets and the assumption and assignment of the Assumed Contracts. The Purchaser has demonstrated adequate assurance of future performance with respect to the Assumed Contracts pursuant to Bankruptcy Code section 365(b)(1)(C), which was provided to non-debtor counterparties to the Selected Assumed Contracts in accordance with the Assumption and Assignment Procedures on January 31, 2019. The assumption and assignment of the Assumed Contracts pursuant to the terms of this Order is integral to the Stalking Horse APA and is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, and represents the exercise of sound and prudent business judgment by the Debtors.

CC. The Assumed Contracts are assignable notwithstanding any provisions contained therein to the contrary, or providing for the termination thereof upon assignment or the insolvency or commencement of these chapter 11 cases.

DD. The Purchaser is acting in good faith, pursuant to Bankruptcy Code section 363(m), in closing the transactions contemplated by the Stalking Horse APA at any time on or after the entry of this Order and cause has been shown as to why this Order should not be subject to the stay provided by Bankruptcy Rules 6004(h) and 6006(d).

EE. Based on the entry into the Stalking Horse APA, the transactions contemplated under the Stalking Horse APA do not amount to a consolidation, merger, or de facto merger of

the Purchaser and the Debtors and/or the Debtors' estates, there is not substantial continuity between the Purchaser and the Debtors, there is no common identity between the Debtors and the Purchaser, there is no continuity of enterprise between the Debtors and the Purchaser, the Purchaser is not a mere continuation of the Debtors or their estates, and the Purchaser does not constitute a successor to the Debtors or their estates.

FF. The sale of the Transferred Assets outside of a plan of reorganization pursuant to the Stalking Horse APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a plan of reorganization for the Debtors. The sale does not constitute a sub rosa chapter 11 plan.

GG. The total consideration provided by the Purchaser for the Transferred Assets is the highest and best offer received by the Debtors, and the Purchase Price constitutes (a) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act; (b) fair consideration under the Uniform Fraudulent Conveyance Act; and (c) reasonably equivalent value, fair consideration, and fair value under any other applicable laws for the Transferred Assets.

HH. Time is of the essence in consummating the sale. In order to maximize the value of the Transferred Assets, preserve the viability of the business as a going concern, and ensure sufficient funds remain to wind-down the estates, it is essential that the sale of the Transferred Assets occur within the time constraints set forth in the Stalking Horse APA. Accordingly, there is cause to determine inapplicable the stays contemplated by Bankruptcy Rules 6004 and 6006.

II. Other than the Assumed Liabilities, and except as expressly provided for by the terms of the Stalking Horse APA, the Purchaser (a) shall have no obligations with respect to any Excluded Liabilities; (b) shall acquire the Transferred Assets free and clear of the Excluded

Liabilities to the extent they constitute a Lien; and (c) is released by the Debtors with respect to such Excluded Liabilities.

JJ. The Debtors, in connection with offering products or services, did not have any policy prohibiting the transfer of personally identifiable information in the context of a corporate transaction, including an asset sale or bankruptcy, and, therefore, the sale of the Transferred Assets may be approved pursuant to Bankruptcy Code section 363(b)(1)(A) without the appointment of a consumer privacy ombudsman as defined in Bankruptcy Code section 363(b)(1).

Based on the foregoing findings and conclusions, the Motion, and the record before the Court with respect to the Motion, and good and sufficient cause appearing therefor,

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order and above are fully incorporated into this Order by reference.
3. Notice of the Motion, the Sale Hearing, and the Sale was adequate, fair, and equitable under the circumstances. All objections and responses concerning the Motion are resolved in accordance with the terms of this Order and as set forth in the record of the Sale Hearing. To the extent any such objection or response was not otherwise withdrawn, waived, or settled, it and all reservations of rights contained therein is overruled on the merits.

Approval of Sale

4. The sale of the Transferred Assets, the terms and conditions of the Stalking Horse APA (including all schedules and exhibits affixed thereto), and the transactions contemplated thereby are authorized and approved in all respects.

5. The sale of the Transferred Assets and the consideration provided by the Purchaser under the Stalking Horse APA is fair and reasonable and shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law.

6. At Closing, the Debtors shall pay to PNC such portion of the Purchase Price as is necessary to result in the indefeasible payment in full of all Obligations (as defined in the Final DIP Order) then due and owing to the Pre-Petition Lenders and DIP Lenders, as applicable, in accordance with a payoff letter in form and substance acceptable to PNC in its sole discretion.

7. The Purchaser is hereby granted and entitled to all of the protections provided to a good faith purchaser under Bankruptcy Code section 363(m).

8. The Debtors are hereby authorized to fully assume, perform under, consummate and implement the terms of the Stalking Horse APA, together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Stalking Horse APA, this Order, and the sale of the Transferred Assets contemplated thereby including, without limitation, deeds, assignments, stock powers, and other instruments of transfer, and to take all further actions as may reasonably necessary for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser, or reducing to possession any or all of the Transferred Assets or Assumed Liabilities, as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Stalking Horse APA, without any further corporate action or order of this Court.

9. The Debtors and each other person or entity having duties or responsibilities under the Stalking Horse APA, any agreements related thereto or this Order, and their respective directors, officers, employees, members, agents, representatives, and attorneys, are authorized

and empowered, subject to the terms and conditions contained in the Stalking Horse APA, to (a) carry out all of the provisions of the Stalking Horse APA and any agreements related thereto or to this Order; (b) issue, execute, deliver, file, and record, as appropriate, the documents evidencing and consummating the Stalking Horse APA and any agreements related thereto or to this Order; (c) take any and all actions contemplated by the Stalking Horse APA and any agreements related thereto or to this Order; and (d) issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other documents and to perform such other acts and execute and deliver such other documents, as are consistent with, and necessary or appropriate to implement, effectuate, and consummate the Stalking Horse APA, any related agreement, and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court.

10. The Debtors are authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units any and all certificates, the Stalking Horse APA, and any amendments thereto necessary or appropriate to effectuate the transactions contemplated by the Stalking Horse APA, any related agreements, and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors may determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents, if any, required by the

corporation laws of the State of Delaware, and all other applicable business corporation, trust and other laws of the applicable governmental units, with respect to the implementation and consummation of the Stalking Horse APA, any related agreements, this Order, and the transactions contemplated thereby and hereby.

11. Effective as of the Closing, except as otherwise provided under this Order, (a) the sale of the Transferred Assets by the Debtors to the Purchaser shall constitute a legal, valid, and effective transfer of the Transferred Assets notwithstanding any requirement for approval or consent by any person and vests the Purchaser with all right, title, and interest of the Debtors in and to the Transferred Assets, free and clear of all Liens of any kind, pursuant to Bankruptcy Code section 363(f) and (b) the assumption of any Assumed Contracts and Assumed Liabilities by the Purchaser constitutes a legal, valid, and effective delegation of any Assumed Contracts and Assumed Liabilities to the Purchaser and divests the Debtors of all liability with respect to any Assumed Contracts and Assumed Liabilities.

12. The sale of the Transferred Assets is not subject to avoidance pursuant to Bankruptcy Code section 363(n).

Transfer of Transferred Assets

13. Except to the extent specifically provided in the Stalking Horse APA or this Order, upon the Closing, the Debtors shall be, and hereby are, authorized and empowered, pursuant to Bankruptcy Code sections 105, 363(b), and 363(f), to sell the Transferred Assets to the Purchaser. To the fullest extent permitted by applicable law, the sale of the Transferred Assets vests the Purchaser with all right, title, and interest of the Debtors to the Transferred Assets free and clear of any and all Liens, with all such Liens attaching only to the proceeds of the sale that are not otherwise paid to PNC at Closing to indefeasibly satisfy Debtors'

indebtedness then due and owing to Pre-Petition Lenders and DIP Lenders, as applicable, with the same priority, validity, force, and effect, if any, as they now have in or against the Transferred Assets, subject to all claims and defenses the Debtors may possess with respect thereto.

14. For the avoidance of doubt, Absolute Beauty is not acquiring the Transferred Assets subject to the USBank Equipment Finance documents, and the Debtors will reject the subject leases in connection therewith prior to Closing.

15. The Motion or notice thereof shall be deemed to provide sufficient notice as to the sale of the Transferred Assets free and clear of Liens. Following the Closing Date, no holder of any Liens in the Transferred Assets shall have any basis to interfere with the Purchaser's use and enjoyment of the Transferred Assets based on or related to such Liens, and no person may take any action to prevent, interfere with, or otherwise enjoin consummation of the transactions contemplated in or by the Stalking Horse APA or this Order.

16. The provisions of this Order authorizing the sale of the Transferred Assets free and clear of Liens, other than the Assumed Liabilities, shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments (collectively, "Release Documents") in order to effectuate, consummate, and implement the provisions of this Order. Except as provided below concerning the liens and claims in the Transferred Assets held by PNC, the Debtors and the Purchaser, and each of their respective officers, employees, and agents are hereby authorized and empowered to take all actions and execute and deliver any and all Release Documents that either the Debtors or the Purchaser deems necessary or appropriate to implement and effectuate the terms of the Stalking Horse APA and this Order, provided that neither the Debtors nor the

Purchaser is authorized to file any Release Documents with respect to the liens or claims held by PNC, as Pre-Petition Agent and DIP Agent, in the Transferred Assets without first obtaining the express written consent of PNC and providing drafts of such Release Documents to PNC for its review and approval, which consent and approval shall be in PNC's reasonable discretion; provided, further, however, that notwithstanding the foregoing, and consistent with this Order, the Transferred Assets are transferred to the Purchaser free and clear of the liens and claims held by PNC.

17. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Transferred Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been transferred to the Purchaser as of the Closing Date. Nothing in this Order or the Stalking Horse APA releases, nullifies, precludes, or enjoins the enforcement of any valid police or regulatory liability to a governmental unit, to which the Purchaser may be subject to as the owner or operator of any property that is a Transferred Asset after the date of entry of this Order; *provided, however*, that all rights and defenses of the Purchaser under nonbankruptcy law are preserved. Nothing in this Order or the Stalking Horse APA authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law.

18. All of the Debtors' interests in the Transferred Assets to be acquired by the Purchaser under the Stalking Horse APA shall be, as of the Closing Date and upon the occurrence of the Closing, transferred to and vested in the Purchaser. Upon the occurrence of the

Closing, this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Transferred Assets acquired by the Purchaser under the Stalking Horse APA and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in the Transferred Assets to the Purchaser.

19. To the greatest extent permitted by applicable law, except as expressly provided in or pursuant to the Stalking Horse APA, the Purchaser is not assuming and is not deemed to assume, and the Purchaser shall not be in any way liable for or responsible for, as a successor or otherwise, for any liabilities, debts, or obligations of the Debtors existing on or prior to consummation of the transactions contemplated by the Stalking Horse APA, which liabilities, debts and obligations shall not give rise to liability, successor or otherwise, against the Purchaser.

20. All entities that are presently, or on the Closing may be, in possession of some or all of the Transferred Assets to be sold, transferred, or conveyed (wherever located) to Purchaser pursuant to this Order and the Stalking Horse APA are directed to surrender possession of the Transferred Assets to Purchaser on the Closing Date.

Assumed Contracts

21. Subject to the terms of the Assumption and Assignment Procedures, the Stalking Horse APA, and the occurrence of the Closing Date, the assumption by the Debtors of the Assumed Contracts and the assignment of such Assumed Contracts to the Purchaser, as provided for or contemplated by the Stalking Horse APA, is hereby authorized and approved pursuant to Bankruptcy Code sections 363 and 365.

22. Assumption of the Selected Assumed Contracts listed in the Supplemental Assumption Notice (as may be amended in accordance with the Assumption and Assignment

Procedures) by the Debtors and assignment to the Purchaser at the Closing shall be deemed valid and binding and in full force and effect, pursuant to Bankruptcy Code sections 363 and 365, subject only to the payment of all Cure Amounts required to assume and assign the Assumed Contracts to the Purchaser, and with non-debtor counterparties to such Assumed Contracts being without basis to assert against the Debtors or Purchaser, among other things, defaults, breaches, or claims of pecuniary losses existing as of the Closing or by reason of the Closing.

23. Upon the Closing, in accordance with Bankruptcy Code sections 363 and 365, the Purchaser shall be fully and irrevocably vested in all right, title, and interest of each Selected Assumed Contract listed in the Supplemental Assumption Notice (as may be amended in accordance with the Assumption and Assignment Procedures). The Debtors are authorized to take all actions necessary to effectuate the foregoing.

24. The Assumed Contracts listed in any revised Supplemental Assumption Notice (as may be amended in accordance with the Assumption and Assignment Procedures, the "Revised Supplemental Assumption Notice") shall be deemed valid and binding and in full force and effect and assumed by the Debtors and assigned to the Purchaser as of the date specified in the Revised Supplemental Assumption Notice (the "Revised Supplemental Assumption Date"), pursuant to Bankruptcy Code sections 363 and 365, subject only to the payment of all Cure Amounts required to assume and assign the Assumed Contracts to the Purchaser, and with non-debtor counterparties to such Assumed Contracts being without basis to assert against the Debtors or Purchaser, among other things, defaults, breaches, or claims of pecuniary losses existing as of the Revised Supplemental Assumption Date or by reason of the Closing. For the avoidance of doubt, the right of any non-debtor counterparty to a contract listed in any Revised Supplemental Assumption Notice to assert a Contract Objection solely on the basis of

assumption and assignment and adequate assurance of future performance shall be preserved subject to the Assumption and Assignment Procedures, and no assumption and assignment of such contracts shall be effected until the occurrence of the Revised Supplemental Assumption Date.

25. In the event of a timely objection to the Debtors' assumption and assignment or adequate assurance of future performance of the Purchaser pursuant to any Revised Supplemental Assumption Notice, the parties shall use best efforts to resolve such objection. In the event the parties are unable to reach a consensual resolution within fourteen (14) days, the objecting party may raise such objection with the Court, but solely to the extent the objection relates to (a) the Debtors' ability to assume and assign the relevant contract or lease to the Purchaser or (b) the Purchaser's ability to provide adequate assurance of future performance.

26. Pursuant to Bankruptcy Code sections 365(b)(1)(A) and (B), and except as otherwise provided in this Order, the Purchaser, on behalf of the Debtors, shall promptly pay or cause to be paid to the counterparties to any Assumed Contracts the requisite Cure Amounts, if any, set forth in the Supplemental Assumption Notice or such other amount as agreed to between the Purchaser and the counterparty to the Assumed Contract or ordered by the Court. The Cure Amounts are hereby fixed at the amounts set forth in the Supplemental Assumption Notice or such other amount agreed to by the Purchaser and the counterparty, or if a timely Contract Objection was filed, the amount determined by the Court or agreed to by the parties, and the non-debtor counterparties to the Assumed Contracts are forever bound by such Cure Amounts and are hereby enjoined from taking any action against the Debtors, the Purchaser, or the Transferred Assets with respect to any claim for cure under any Assumed Contract.

27. All defaults or other obligations under the Assumed Contracts arising prior to the

Closing or the Revised Supplemental Assumption Date, as applicable (without giving effect to any acceleration clauses or any default provisions of the kind specified in Bankruptcy Code section 365(b)(2)), shall be deemed cured by payment of the Cure Amounts, if any, and the non-debtor counterparties to such Assumed Contracts shall be forever barred and estopped from asserting or claiming against the Debtors or Purchaser that any additional amounts are due or other defaults exist.

28. Any provision in any Assumed Contract that purports to declare a breach, default, or payment right as a result of an assignment or a change of control in respect of the Debtors is unenforceable, and all Assumed Contracts shall remain in full force and effect, subject only to payment of the appropriate Cure Amount, if any. No sections or provisions of any Assumed Contract that purports to provide for additional payments, penalties, charges, or other financial accommodations in favor of the non-debtor counterparty to the Assumed Contracts shall have any force and effect with respect to the transactions contemplated by the Stalking Horse APA and assignments authorized by this Order, and such provisions constitute unenforceable anti-assignment provisions under Bankruptcy Code section 365(f) and/or are otherwise unenforceable under Bankruptcy Code section 365(e) and no assignment of any Assumed Contract pursuant to the terms of the Stalking Horse APA in any respect constitutes a default under any Assumed Contract. In the absence of a timely objection, the non-debtor counterparty to each Assumed Contract shall be deemed to have consented to such assignment under Bankruptcy Code section 365(c)(1)(B), and the Purchaser shall enjoy all of the rights and benefits under each Assumed Contract as of the applicable date of assumption without the necessity of obtaining such non-debtor counterparty's written consent to the assumption or assignment thereof.

29. The Purchaser has satisfied any and all requirements under Bankruptcy Code

sections 365(b)(1) and 365(f)(2) to provide adequate assurance of future performance under the Assumed Contracts. The Purchaser shall not be required to provide any further evidence of any adequate assurance to any non-debtor counterparty of an Assumed Contract. The right of any non-debtor counterparty to an Assumed Contract to request evidence of adequate assurance from the Purchaser shall be subject to the Assumption and Assignment Procedures.

30. The Debtors and their estates shall be relieved of any liability for any breach of any of the Assumed Contracts occurring from and after Closing, pursuant to and in accordance with Bankruptcy Code section 365(k).

31. For the avoidance of doubt, notwithstanding anything to the contrary contained in this Order, the Purchaser shall be obligated for any rent, fees, charges, taxes, or other expenses or obligations arising or incurred in the ordinary course under any Assumed Contract post-Closing consistent with Section 1.1(b) of the Stalking Horse APA.

32. The non-debtor counterparties shall be prohibited from charging any rent acceleration, assignment fees, deposits, increases, or any other fees to the Debtors or Purchaser as a result of the assumption and assignment (including change of control) of the Assumed Contracts.

33. All non-debtor counterparties are forever barred and permanently enjoined from raising or asserting against the Debtors, their estates, the Purchaser or any of their respective successors and assigns any increased rent or fees, assignment fee, default, breach of claim or pecuniary loss or condition to assignment, arising under or related to the Assumed Contracts arising from, relating to, or on account of assumption and/or assignment of the Assumed Contracts.

Additional Provisions

34. Notwithstanding anything contained in this Order or that certain agency agreement by and between Beauty Brands, LLC and Hilco Merchant Resources, LLC (the "Agent") dated January 3, 2019 (as amended, the "Agency Agreement") to the contrary, the Agent's advertising and marketing efforts with respect to the Sale and Supplemental Sale (each as defined in the Agency Agreement) shall be limited to the advertising and marketing efforts currently utilized by the Agent with respect to the Sale, which are (i) creating store specific emails to be distributed by the Debtors' or Purchaser's marketing teams three times per week to Beauty Brands' existing database of email addresses; (ii) using the store locator page on the Beauty Brands website to flag closing locations; (iii) using sign walkers two times per week at each closing location and three times per week for holidays for the duration of the Sale Term (as defined in the Agency Agreement); and (iv) hanging interior signs and an exterior banner at each closing location for the duration of the Sale Term. The Agent shall in each instance of (i) through (iv) above continue to utilize such advertising and marketing efforts in a form and manner substantially similar to that performed during the initial Sale (including that emails will be sent on Wednesdays, Fridays, and Sundays) and, with respect to emails and the store locator page, in a form substantially similar to that provided by the Agent to counsel to the Purchaser. Either the Debtors' or Absolute Beauty's marketing team will continue to distribute the store specific emails on Wednesdays, Fridays, and Sundays.

35. The Purchaser shall provide Central Services (as defined in the Agency Agreement) to the Agent solely with respect to the Sale and Supplemental Sale; provided, that the Debtors shall be solely responsible for payment of the Central Service Expenses (as defined in the Agency Agreement) consistent with Section 4.1 of the Agency Agreement; provided, further, that the Agent is only responsible for the specific expenses of the Sale and Supplemental

Sale set forth in the Agency Agreement, which do not include Central Service Expenses; provided, further, that the Purchaser shall not be responsible for any costs or expenses contemplated by the Agency Agreement whatsoever, including in connection with the Sale and Supplemental Sale.

36. Except as to any rights pursuant to the Stalking Horse APA (and any agreements related thereto) and this Order, the Debtors and Purchaser hereby waive any and all actions and claims against, and hereby release, each other, solely in their capacity as such, and each of their respective shareholders, members, controlling persons, agents, officers, successors, assigns, directors, managers, and principals, each in their respective capacities as such, from any and all such claims or causes of action related to the sale or any other transactions contemplated by the Stalking Horse APA, and any actions, discussions, or negotiations related thereto, whether before, on, or after the Petition Date.

37. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Stalking Horse APA and this Order.

38. To the extent permitted by Bankruptcy Code section 525, no governmental unit may revoke or suspend any permit or license relating to the operation of the Transferred Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of these chapter 11 cases.

39. To the greatest extent allowed by applicable law, the Purchaser has not assumed or is otherwise not obligated for any of the Debtors' liabilities other than the Assumed Liabilities and as otherwise set forth in the Stalking Horse Purchase APA, and the Purchaser has not purchased any of the Excluded Assets. Consequently, all persons, governmental units (as

defined in sections 101(27) and 101(41) of the Bankruptcy Code), and all holders of Liens based upon or arising out of liabilities retained by the Debtors are hereby enjoined from taking any action against the Purchaser or the Transferred Assets, including asserting any setoff or right of subrogation to recover any Liens or on account of any liabilities of the Debtors other than Assumed Liabilities pursuant to the Stalking Horse APA. All persons holding or asserting any interest in the Excluded Assets are hereby enjoined from asserting or prosecuting such Liens or causes of action against the Purchaser or the Transferred Assets for any liability associated with the Excluded Assets.

40. To the greatest extent under applicable law, the Purchaser is not a "successor" to the Debtors or their estates by reason of any theory of law or equity, and the Purchaser shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates including, but not limited to, any bulk sales law, successor liability, liability, or responsibility for any claim against the Debtors or against an insider of the Debtors, or similar liability except as otherwise expressly provided in the Stalking Horse APA, and the Motion contains sufficient notice of such limitation in accordance with Local Rule 6004-1. Except to the extent the Purchaser assumes the Excluded Liabilities pursuant to the Stalking Horse APA, neither the purchase of the Transferred Assets by the Purchaser or its affiliates, nor the fact that the Purchaser or its affiliates are using any of the Transferred Assets previously operated by the Debtors, will cause the Purchaser or any of its affiliates to be deemed a successor in any respect to the Debtors' business within the meaning of (a) any foreign, federal, state, or local revenue, pension, ERISA, tax, labor, employment, antitrust, environmental or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules or regulations); (b) any products liability law or doctrine with respect to the Debtors' liability

under such law, rule or regulation or doctrine, or under any product warranty liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine; and (c) any liabilities, debts, commitments, or obligations for any taxes relating to the operation of the Transferred Assets prior to Closing.

41. To the greatest extent allowed by applicable law, except to the extent expressly included in the Assumed Liabilities or to enforce the Stalking Horse APA, pursuant to Bankruptcy Code sections 105 and 363, all persons and entities, including, but not limited to, the Debtors, the Committee, all debt security holders, equity security holders, the Debtors' current and former employees, governmental, tax, and regulatory authorities, lenders, parties to or beneficiaries under any benefit plan, trade and other creditors asserting or holding a Lien of any kind or nature whatsoever against, in or with respect to the Transferred Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to the Transferred Assets prior to the Closing Date or the transfer of the Transferred Assets to the Purchaser, shall be forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Lien, whether by payment, setoff, or otherwise, directly or indirectly, against the Purchaser or the Transferred Assets.

42. Subject to the terms of the Stalking Horse APA, the Stalking Horse APA and any related agreements may be modified, amended, or supplemented by agreement of the Debtors and the Purchaser, without further action or order of the Court; provided, however, that with respect to any material modification, the Debtors and the Purchaser shall seek Court approval.

43. The failure specifically to include any particular provisions of the Stalking Horse APA or any related agreements in this Order shall not diminish or impair the effectiveness of

such provision, it being the intent of the Court, the Debtors, and the Purchaser that the Stalking Horse APA and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Order prior to Closing.

44. To the extent any provisions of this Order conflict with the terms and conditions of the Stalking Horse APA, this Order shall govern and control.

45. This Order and Stalking Horse APA shall be binding upon and govern the acts of all persons and entities, including without limitation, the Debtors and the Purchaser, their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for the Debtors' estates or any trustee appointed in a chapter 7 case if this case is converted from chapter 11, all creditors of the Debtors (whether known or unknown), filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Transferred Assets.

46. Following the Closing, and following the indefeasible payment in full of all Obligations (as defined in the Final DIP Order) then due and owing to the Pre-Petition Lenders and DIP Lenders, as applicable, in accordance with a payoff letter in form and substance acceptable to PNC in its sole discretion (including fully funding the Carve Out and all sales tax reserves through Closing), the Debtors shall deposit into the Carve-Out Reserve Account (as defined in the Final DIP Order) from available sale proceeds an amount equal to the Sale Transaction Fee (as defined in the Lazard Retention Application [Docket No. 174]), allowance and payment of which shall be subject to further order of the Court.

47. Notwithstanding any provisions of the Final DIP Order, or any final orders pertaining to post-petition financing, use of cash collateral, the closing of certain store locations, or the sale of the Debtors' assets, or any agreements validated by any such orders, the liens currently held by the Local Texas Tax Authorities (Cypress-Fairbanks ISD, Dallas County, Frisco, Harris County, McLennan County, Smith County, Tarrant County, City of Waco, and Waco ISD) and Local Arizona Tax Authority Maricopa County Treasurer (collectively, the "Tax Authorities") or which shall arise during the course of these chapter 11 cases pursuant to applicable non-bankruptcy law, if any, shall neither be primed by nor subordinated to any Liens granted thereby or pursuant to this Order. Furthermore, from the proceeds of the sale of any of the Debtors' assets located in the state of Texas, the amount of \$222,210.26,³ to the extent not previously paid, shall be set aside by the Debtors in a segregated account as adequate protection for the asserted secured claims of the Local Texas Tax Authorities prior to the distribution of any proceeds to any other creditor. Likewise, from the proceeds of the sale of any of the Debtors' assets located in the state of Arizona, the amount of \$13,822.38, to the extent not previously paid, shall be set aside by the Debtors in a segregated account as adequate protection for the asserted secured claims of the Maricopa County Treasurer prior to the distribution of any proceeds to any other creditor. For the avoidance of doubt, the Debtors shall be permitted to reduce the \$222,210.26 and \$13,822.38 reserve amounts, as applicable, to the extent any taxes owed to the Tax Authorities are subsequently paid. The Liens of the Tax Authorities, if any, shall attach to these proceeds to the same extent and with the same priority as the liens they now

³ This amount is comprised of (a) \$103,369.52 for 2018 taxes for Cypress-Fairbanks ISD, Dallas County, Frisco, Harris County, McLennan County, Smith County, and Tarrant County; (b) \$103,369.52 for estimated 2019 taxes for Cypress-Fairbanks ISD, Dallas County, Frisco, Harris County, McLennan County, Smith County, and Tarrant County; (c) \$7,546.93 for 2018 taxes for City of Waco and Waco ISD; and (d) \$7,924.29 for estimated 2019 taxes for City of Waco and Waco ISD.

hold against the property of the Debtors. These funds shall be on the order of adequate protection and shall constitute neither the allowance of the claims of the Tax Authorities, nor a cap on the amounts they may be entitled to receive. Furthermore, the claims and Liens of the Tax Authorities shall remain subject to any objections any party would otherwise be entitled to raise as to the amount of such claims and the priority, validity, or extent of such liens. These funds may be distributed upon agreement between the Tax Authorities, the Debtors, and the Pre-Petition Agent and/or DIP Agent, or by subsequent order of the Court, duly noticed to the Tax Authorities and the Pre-Petition Agent and DIP Agent, and the Debtors and Tax Authorities agree to work in good faith following the closing of any liquidation or going concern sale to reconcile the asserted secured claims of the Tax Authorities and provide for the prompt release of any excess reserve funds to the Debtors.

48. The provisions of this Order are non-severable and mutually dependent.

49. Nothing in any order of this Court or contained in any plan of reorganization or liquidation confirmed in these chapter 11 cases, or in any subsequent or converted cases of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code, shall conflict with or derogate from the provisions of the Stalking Horse APA or the terms of this Order.

50. Notwithstanding Bankruptcy Rules 6004, 6006, and 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, and the Motion or notice thereof shall be deemed to provide sufficient notice of the Debtors' request for waiver of the otherwise applicable stay of the Order. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and the Purchaser are free to close under the Stalking Horse APA at any time, subject to the terms of the Stalking Horse APA. The Purchaser has acted in "good faith" and, if the Debtors and the Purchaser close under the Stalking Horse

APA, the Purchaser shall be entitled to the protections of Bankruptcy Code section 363(m) as to all aspects of the transactions under and pursuant to the Stalking Horse APA if this Order or any authorization contained herein is reversed or modified on appeal.

51. This Court shall retain exclusive jurisdiction to (a) enforce the terms and provisions of this Order, the Bidding Procedures Order, and the Stalking Horse APA in all respects and (b) decide any disputes concerning this Order and the Stalking Horse APA, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Stalking Horse APA and this Order including, but not limited to, the interpretation of the terms, conditions, and provisions hereof and thereof, the status, nature, and extent of the Transferred Assets, Transferred Liabilities, and any Assumed Contracts, and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the assets free and clear of all Liens.

Dated: 2/12, 2019

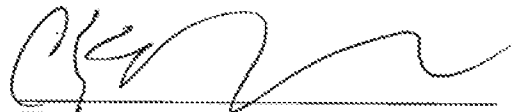

The Honorable Christopher S. Sontchi
United States Bankruptcy Judge

Exhibit A

(Stalking Horse APA)

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

ABSOLUTE BEAUTY, LLC

AND

BEAUTY BRANDS, LLC,

DATED AS OF JANUARY 22, 2019

{01408679;v3 }

SH 5152188.2

TRADEMARK
REEL: 006588 FRAME: 0789

TABLE OF CONTENTS

	Page
Article I Transfer of Transferred Assets and Assumed Liabilities; Purchase Price; Closing; Closing Transactions; Tax Treatment.....	1
Section 1.1 Transfer of Transferred Assets As Is, Where Is and Assumed Liabilities 1	
Section 1.2 Purchase Price	2
Section 1.3 Closing; Closing Date	3
Section 1.4 Closing Transactions.....	3
Section 1.5 Additional and Eliminated Assumed Contracts	4
Section 1.6 Allocation of Purchase Price; Tax Treatment	5
Article II Representations and Warranties of Seller.....	5
Section 2.1 Organization and Power	5
Section 2.2 Authorization of Transactions	6
Section 2.3 Investments.....	6
Section 2.4 Absence of Conflicts	6
Section 2.5 Certain Developments	6
Section 2.6 Real Property	7
Section 2.7 Tax Matters	7
Section 2.8 Contracts and Commitments	8
Section 2.9 Proprietary Rights	10
Section 2.10 Litigation; Proceedings	11
Section 2.11 Governmental Licenses and Permits	11
Section 2.12 Employees	11
Section 2.13 ERISA	12
Section 2.14 Affiliate Transactions	13
Section 2.15 Compliance with Laws.....	13
Section 2.16 Environmental Matters	13
Section 2.17 Assets	14
Section 2.18 Suppliers.....	15
Section 2.19 Cure Costs	15
Article III Representations and Warranties of Buyer.....	15
Section 3.1 Organization and Power	15
Section 3.2 Authorization of Transaction	15
Section 3.3 Absence of Conflicts	16
Section 3.4 Brokerage	16
Section 3.5 Sufficient Funds	16
Section 3.6 Litigation.....	16
Article IV Certain Covenants and Agreements	16
Section 4.1 Operation and Maintenance of the Business	16
Section 4.2 Information and Access.....	18
Section 4.3 Copies of New Contracts.....	19
Section 4.4 Consents	19
Section 4.5 Bulk Transfer Laws.....	19

Section 4.6	Cooperation on Tax Matters.....	19
Section 4.7	Press Releases and Announcements; Confidentiality	20
Section 4.8	Further Assurances.....	20
Section 4.9	Third Party Payment.....	21
Section 4.10	Use of Marks	21
Section 4.11	Assignment of Property.....	21
Section 4.12	Employee Matters	22
Section 4.13	Section 363(b)(1) of Bankruptcy Code	23
Section 4.14	Excluded Assets at the Distribution Center.....	23
Section 4.15	Schedules.....	23
Article V Bankruptcy Provisions.....		23
Section 5.1	Approval of Break-Up Fee.....	23
Section 5.2	Competing Transaction.....	24
Section 5.3	Bankruptcy Court Filing.....	24
Section 5.4	Back-up Bidder.....	26
Section 5.5	Bankruptcy Milestones.....	26
Article VI Conditions to Certain Obligations		26
Section 6.1	Mutual Closing Conditions	26
Section 6.2	Buyer's Closing Conditions	26
Section 6.3	Closing Conditions of Seller	27
Article VII Termination		28
Section 7.1	Termination	28
Section 7.2	Effect of Termination.....	29
Article VIII Survival.....		30
Section 8.1	Survival	30
Article IX Definitions.....		30
Section 9.1	Defined Terms.....	30
Section 9.2	Interpretation	45
Article X Miscellaneous.....		46
Section 10.1	Amendment and Waiver.....	46
Section 10.2	Notices.....	46
Section 10.3	Binding Agreement; Assignment.....	47
Section 10.4	Severability.....	47
Section 10.5	No Strict Construction.....	48
Section 10.6	Captions.....	48
Section 10.7	Entire Agreement	48
Section 10.8	Counterparts	48
Section 10.9	Schedules and Exhibits.....	48
Section 10.10	No Third-Party Beneficiaries	48
Section 10.11	Governing Law.....	48
Section 10.12	Specific Performance	49
Section 10.13	Expenses.....	49

Section 10.14 Parties in Interest.....49
Section 10.15 Waiver of Jury Trial.....49
Section 10.16 Submission to Jurisdiction.....49

EXHIBITS

Exhibit A Privacy Policy

SCHEDULES

Schedule 2.1 Organization and Power
Schedule 2.4 Absence of Conflicts
Schedule 2.5 Developments
Schedule 2.8a) Contracts and Commitments
Schedule 2.9a) Proprietary Rights
Schedule 2.10 Litigation; Proceedings
Schedule 2.11 Governmental Licenses and Permits
Schedule 2.13a) Employee Benefit Plans
Schedule 2.13f) Certain Employee Payments
Schedule 2.14 Affiliate Transactions
Schedule 2.15 Compliance with Laws
Schedule 2.17b) Condition of Assets
Schedule 2.18 Customer and Suppliers
Schedule A Assumed Contracts
Schedule B Leased Real Property

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of January 22, 2019 by and between Beauty Brands, LLC, a Delaware limited liability company ("Seller"), and Absolute Beauty, LLC, a Delaware limited liability company ("Buyer"). Buyer and Seller are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, on January 6, 2019, Seller and certain of its Affiliates filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") and became debtors and debtors-in-possession in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court" and such cases, the "Bankruptcy Cases");

WHEREAS, in addition to its other businesses and other locations, Seller and its Subsidiaries are engaged in the business of retail and e-commerce sales of products, appliances and services related to beauty, skincare, makeup, nail care, hair care, salons and spas at the Leased Real Property locations and through e-commerce channels (collectively, the "Business");

WHEREAS, Seller and its Subsidiaries own or have the right to use all of the Transferred Assets; and

WHEREAS, Seller desires to sell and Buyer desires to purchase the Transferred Assets in exchange for the Purchase Price, upon the terms of and subject to the conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I

Transfer of Transferred Assets and Assumed Liabilities; Purchase Price; Closing; Closing Transactions; Tax Treatment

Section 1.1 Transfer of Transferred Assets As Is, Where Is and Assumed Liabilities.

Subject to the satisfaction of the conditions herein:

(a) Transfer of Transferred Assets. Seller agrees to sell or otherwise to convey, assign, transfer, deliver and set over to Buyer, at the Closing, all of Seller's and its Subsidiaries' rights, title and interest in, to and under all of the Transferred Assets (including the Business as a going concern and the Assumed Contracts), on an as is, where is basis, notwithstanding anything to the contrary contained herein, to the maximum extent permitted by the Bankruptcy Code, in each case free and clear of any Lien or restrictions on transfer.

(b) Assumption of Assumed Liabilities. Buyer agrees to assume, at the Closing, and thereafter pay, perform or discharge when due or required to be performed, as the case may be, the Assumed Liabilities free and clear of any Lien or restrictions on transfer, to the maximum extent permitted by the Bankruptcy Code. Buyer shall not assume or otherwise be responsible at any time for any Excluded Liability. Buyer's assumption of the Assumed Liabilities shall in no way expand the rights or remedies of third parties against Buyer as compared to the rights and remedies which such parties would have had against Seller and its Subsidiaries had this Agreement not been consummated.

(c) Method of Conveyance. The transfer and conveyance by Seller of the Transferred Assets to Buyer in accordance with Section 1.1(a) shall be effected on the Closing Date at the Closing by Seller's execution and delivery to Buyer of instruments of transfer, including: (i) a bill of sale (the "Bill of Sale"); (ii) one or more assignments of certain Proprietary Rights (an "IP Assignment"); (iii) an assignment and assumption of lease with respect to each of the Leases (the "Assignment and Assumption of Leases") and (iv) an assignment and assumption of the Assumed Contracts (the "Contract Assumption"), in each case, in form and substance reasonably acceptable by Buyer and Seller. The assumption by Buyer of the Assumed Liabilities from Seller in accordance with Section 1.1(b) shall be effected on the Closing Date at the Closing by Buyer's execution and delivery to Seller of an assumption agreement (the "Assumption Agreement"), in form and substance reasonably acceptable by Buyer and Seller.

(d) Restrictions in Respect of Customer Lists. To the extent that the transfer and assignment of any Transferred Assets that constitute Customer Lists (or any Personal Information contained therein) would result in the violation, breach, or default under any Data Security Requirements, such Customer Lists (or Personal Information contained therein) shall be deemed excluded from the Transferred Assets, and not transferred or assigned under this Agreement, until such time, if any, as actions can be taken to prevent such violation, breach, or default.

Section 1.2 Purchase Price.

(a) On the next Business Day after the date of this Agreement, Buyer shall deliver, by wire transfer in immediately available funds, \$515,000 (the "Good Faith Deposit") to the Escrow Agent, to be held by the Escrow Agent pursuant to the terms and conditions of the Escrow Agreement in a separate interest bearing account. Notwithstanding anything to the contrary set forth in this Agreement or otherwise, the Good Faith Deposit shall be released to Buyer in the event that Buyer has terminated this Agreement in accordance with Section 7.1(f) or 7.1(g). To the extent that this Agreement is terminated in accordance with Article VII, the Good Faith Deposit shall be released in accordance with Section 7.2. If the Closing occurs, the Good Faith Deposit shall be released to Seller and shall be credited against the payment of the Purchase Price to be made by Buyer to Seller in accordance with Section 1.2(c).

(b) No earlier than forty-eight (48) hours prior to the Closing Date, Seller shall deliver to Buyer a statement setting forth, based upon the books and records of the Business, Seller's good faith calculation of (i) the Inventory, (ii) the Register Cash, (iii) Seller's determination of the Purchase Price, and (iv) the applicable wire instructions (the "Statement").

The Statement shall be accompanied by reasonable supporting detail which shall include the Inventory Check. Buyer shall be entitled to review, comment on and request reasonable changes to the Statement and Seller shall provide Buyer and its representatives with access to information which Buyer reasonably requests in connection with its review of the Statement. Seller shall consider in good faith Buyer's proposed changes to the Statement and will revise such calculations if, based on its good faith assessment of Buyer's comments, such changes are warranted.

(c) At the Closing, Buyer shall pay to Seller the Purchase Price less the Good Faith Deposit and less the DC Post-Closing Inventory Amount. Promptly following the Closing, but in any event no later than thirty (30) days after the Closing Date, Buyer shall pay to Seller the DC Post-Closing Inventory Amount in immediately available funds, in accordance with the wire instructions provided by Seller to Buyer prior to the Closing Date.

Section 1.3 Closing; Closing Date.

The closing of the transactions contemplated by this Agreement (the "Closing") will occur at the offices of Kirkland & Ellis LLP located at 601 Lexington Avenue, New York, New York at 10:00 a.m. on the date that is the first Tuesday that is a Business Day that is at least two (2) Business Days after the conditions of Buyer and Seller specified in Sections 6.1, 6.2 and 6.3 have been satisfied or waived by the Party entitled to the benefit thereof (subject to the continued satisfaction or waiver of the conditions of Buyer and Seller specified in Sections 6.1, 6.2 and 6.3), or at such other time and at such place as mutually agreed upon by the Parties. The date upon which the Closing actually occurs is referred to herein as the "Closing Date."

Section 1.4 Closing Transactions.

Subject to the terms and conditions set forth herein, the Parties will consummate the following transactions (the "Closing Transactions") at the Closing:

(a) Seller Closing Actions and Deliverables. Seller shall have delivered to Buyer all of the following:

(i) Conveyance Documents. The Bill of Sale, the IP Assignment, the Assignment and Assumption of Leases, the Contract Assumptions and the Assumption Agreement executed by Seller, its Subsidiaries and any applicable third party, and such other deeds, bills of sale and other instruments of assignment as Buyer reasonably deems necessary in order to effect the sale of the Transferred Assets to Buyer.

(ii) FIRPTA Certificate. An affidavit, sworn under penalties of perjury, dated as of the Closing Date and in a form reasonably satisfactory to Buyer, certifying that Seller is not a foreign person pursuant to Section 1.1445-2(b) of the Treasury Regulations;

(iii) Other Closing Deliveries. Such other deliverables, certificates and documents as may be called for by this Agreement or any of the other Transaction Documents, or as Buyer shall reasonably request.

(b) Buyer Closing Actions and Deliverables. Buyer shall have delivered to Seller all of the following:

(i) Delivery of Purchase Price. Buyer shall have delivered payment to Seller in an amount equal to the Purchase Price less the Good Faith Deposit and less the DC Post-Closing Inventory Amount in immediately available funds, in accordance with the wire instructions provided by Seller to Buyer prior to the Closing Date;

(ii) Bill of Sale. The Bill of Sale executed by Buyer;

(iii) IP Assignment. The IP Assignment(s) executed by Buyer;

(iv) Assignment and Assumption of Leases. The Assignment and Assumption of Leases executed by Buyer;

(v) Contract Assumption. The Contract Assumptions executed by Buyer;

(vi) Assumption Agreement. The Assumption Agreement executed by Buyer;

(vii) Cure Costs. Pursuant to Section 365 of the Bankruptcy Code and the Sale Order, Seller shall (and shall cause the other debtors in the Bankruptcy Cases, as applicable) assume and assign to Buyer, and Buyer shall assume from Seller and each other applicable debtor, respectively, the Assumed Contracts to which such Seller (and additional debtors, as applicable) is a party. The Cure Costs, if any, including any amounts necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Assumed Contracts, shall be paid by Buyer, on or before Closing;

(viii) Letter of Credit. A letter of credit guaranteeing payment of the DC Post-Closing Inventory Amount or other evidence reasonably satisfactory to Seller indicating sufficient funds are held by Buyer and/or any of its Affiliates to pay the DC Post-Closing Inventory Amount; and

(ix) Other Closing Deliveries. Such other deliverables, certificates and documents as may be called for by this Agreement or any of the other Transaction Documents, or as Seller shall reasonably request.

Section 1.5 Additional and Eliminated Assumed Contracts

Notwithstanding anything in this Agreement to the contrary, Buyer may, from time to time, prior to the date which is three (3) Business Days prior to the Closing Date, and in its sole discretion, upon written notice to Seller, amend or revise Schedule A to eliminate any Assumed Contract therefrom or to add any Contract (other than leases of Seller for locations other than the Leased Real Properties) thereto. Automatically upon such addition of any Contract by Buyer in accordance with the previous sentence, such Contract shall be an Assumed Contract for all purposes of this Agreement. Automatically upon any such deletion of any Assumed Contract by Buyer in accordance with the first sentence of this Section 1.5, such Contract shall be an Excluded Asset for all purposes of this Agreement, and no Liabilities arising thereunder or

relating thereto shall be assumed by Buyer or be the obligation, Liability or responsibility of Buyer, in each case, until and unless such time, if any, as Buyer restores such eliminated Contract to Schedule A in accordance with the first sentence of this Section 1.5, provided, however, that the deletion of an Assumed Contract from Schedule A shall (i) not reduce the Purchase Price and (ii) shall not require Buyer to make any payments with respect to the Cure Costs of such deleted Contract. If any Contract is added to the list of Assumed Contracts, then Seller shall take such steps as are reasonably necessary to cause such Contract to be assumed and assigned to Buyer as promptly as possible at or following the Closing, subject to payment of all Cure Costs by Buyer.

Section 1.6 Allocation of Purchase Price; Tax Treatment.

Within sixty (60) days after the Closing Date, Buyer shall deliver an allocation of the Purchase Price, together with any assumed liabilities and other relevant items for U.S. federal income tax purposes, among the Transferred Assets in accordance with Section 1060 of the Code and the Treasury Regulations thereunder (the "Allocation Statement"). Buyer and Seller shall file all Tax Returns in a manner consistent with the Allocation Statement, and shall cooperate in connection with the filing of any related Tax Returns and any required adjustments to the Allocation Statement to reflect any subsequent adjustment to the Purchase Price (or to other relevant items to be allocated among the Transferred Assets).

Article II

Representations and Warranties of Seller

As a material inducement to Buyer to enter into this Agreement and to consummate the Closing Transactions contemplated hereby, Seller hereby makes the representations and warranties set forth in this Article II as of the date hereof, and as of the Closing Date, except as otherwise set forth in written disclosure schedules (the "Schedules") delivered to Buyer prior to the execution hereof, a copy of which is attached hereto. The Schedules are numbered to correspond to the various sections of this Article II setting forth certain exceptions to the representations and warranties contained in this Article II and certain other information called for by this Agreement. No disclosure of a particular matter made in any particular Schedule shall be deemed made in any other Schedule unless expressly made therein (by cross-reference or otherwise) unless, and to the extent that a reasonable person reviewing such Schedule would conclude that a disclosure of a particular matter pursuant to a particular Schedule would also constitute a disclosure of such matter pursuant to another Schedule.

Section 2.1 Organization and Power.

Seller is a limited liability company duly formed and validly existing and in good standing under the Laws of its jurisdiction of formation and is qualified to do business in every jurisdiction in which the nature of its business (including the Business) or its ownership of property requires it to be qualified. Schedule 2.1 sets forth each jurisdiction in which the nature of the Business or the ownership of the Transferred Assets makes such qualification necessary. Seller and its Subsidiaries have the full power necessary to own, lease and operate its properties and assets, including the Transferred Assets, and carry on the Business as now conducted and as

proposed by it to be conducted. True, complete and current copies of the certificate of formation and operating agreement (or comparable governing documents) of Seller and its Subsidiaries have been made available to Buyer, such governing documents are in full force and effect as of the date hereof.

Section 2.2 Authorization of Transactions.

Except for such authorizations required by the Bankruptcy Court, Seller and its Subsidiaries have full power and authority to execute and deliver this Agreement and all other Transaction Documents to which it is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby. Seller and its Subsidiaries have duly approved this Agreement and all other Transaction Documents to which it is a party and has duly authorized its execution and delivery of this Agreement and such Transaction Documents and the performance of its obligations hereunder and thereunder. No other proceeding or action on the part of Seller and its Subsidiaries is necessary to approve and authorize the execution and delivery of this Agreement or any other Transaction Document to which Seller and its Subsidiaries is a party or the performance of its obligations hereunder or thereunder. This Agreement constitutes, and each of the other Transaction Documents to which Seller and its Subsidiaries is a party will when executed constitute, a valid and binding obligation of Seller and its Subsidiaries, as applicable, enforceable in accordance with its terms, subject to the Bankruptcy and Equity Exception.

Section 2.3 Investments.

The Transferred Assets do not include any Equity Interests, investment in, or loan to any other Person or any right which is exercisable or exchangeable for or convertible into any Equity Interest or investment in any other Person.

Section 2.4 Absence of Conflicts.

Except as set forth on the attached Schedule 2.4, neither the execution, delivery and performance of this Agreement or any other Transaction Document by Seller or its Subsidiaries nor the consummation by Seller or its Subsidiaries of the transactions contemplated hereby or thereby:

(a) does or will conflict with or result in any breach of any of the provisions of, constitute a default under, result in a violation of, give any third party the right to terminate or to accelerate any obligation under or result in the creation of any Lien upon any Transferred Asset, in each case under the provisions of the certificate of formation, operating agreement or similar organizational document of Seller or its Subsidiaries; or

(b) without limiting clause Section 2.4(a) above, requires any Consent of any Governmental Entity or any other Person.

Section 2.5 Certain Developments.

Except as set forth on the attached Schedule 2.5, since November 15, 2018 (i) there has not been any Material Adverse Effect and (ii) Seller and its Subsidiaries have conducted the Business in the Ordinary Course.

Section 2.6 Real Property.

(a) Owned Real Property. Seller and its Subsidiaries do not own any real property which is used or intended to be used, or otherwise related to, the Business.

(b) Leased Real Property. Schedule 2.6 sets forth the address of each Leased Real Property, and a true and complete list of all Leases (including all amendments, extensions, renewals, guaranties and other agreements with respect thereto) for each such Leased Real Property (including the date and name of the parties to such Lease document). Seller has delivered to Buyer a true and complete copy of each such Lease document. With respect to each of the Leases: (i) such Lease is legal, valid, binding, enforceable and in full force and effect; (ii) Seller and its Subsidiaries have not subleased, licensed or otherwise granted any Person the right to use or occupy such Leased Real Property or any portion thereof.

(c) Real Property Used in The Business. The Leased Real Property identified in Schedule 2.6 and the Leasehold Improvements (collectively, the "Real Property") comprise all of the real property used or intended to be used in, or otherwise related to, the Business.

Section 2.7 Tax Matters.

(a) Seller has filed (or has had filed on its behalf) all Tax Returns that it was required to file under applicable Laws and regulations. All such Tax Returns were correct and complete in all respects and were prepared in substantial compliance with all applicable Laws and regulations. All Taxes due and owing by Seller (or with respect to the Transferred Assets or the operations Seller) (whether or not shown on any Tax Return) have been paid, other than with respect to any Taxes the payment of which was precluded by reason of the Bankruptcy Cases. Seller is not the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made by an authority in a jurisdiction where Seller does not file Tax Returns that Seller is or may be subject to taxation by that jurisdiction. There are no Liens for Taxes (other than Taxes not yet due and payable) upon any of the assets of Seller.

(b) Seller has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party.

(c) No foreign, federal, state, or local Tax audits or administrative or judicial Tax proceedings are pending or being conducted with respect to Seller. Seller has not received from any foreign, federal, state, or local Taxing Authority (including jurisdictions where Seller has not filed Tax Returns) any (i) notice indicating an intent to open an audit or other review, (ii) request for information related to Tax matters, or (iii) notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted, or assessed by any Taxing Authority against Seller.

(d) Seller has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency. None of the Transferred Assets are subject to any Liens with respect to Taxes.

(e) Buyer will not be required to include any item or amount of income in, or exclude any item or amount of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) change in or improper use of a method of accounting of Seller for a taxable period (or portion thereof) ending on or prior to the Closing Date, (ii) "closing agreement," as described in Section 7121 of the Code (or any similar provision of Tax law) entered into by Seller on or prior to the Closing Date, (iii) prepaid amount received by Seller on or prior to the Closing Date, or (iv) installment sale or open transaction disposition by Seller on or prior to the Closing Date.

(f) Each Plan that constitutes a "nonqualified deferred compensation plan" (as defined in Section 409A(d)(1) of the Code) has been operated and maintained, in form and operation, in accordance in all material respects with Section 409A of the Code and applicable guidance of the Department of Treasury and IRS; no amount under any such Plan is or has been subject to the interest and additional tax set forth under Section 409A(a)(1)(B) of the Code; and none of the Seller nor any Affiliate has any obligation to gross-up, indemnify or otherwise reimburse any individual with respect to any Tax, including under Sections 409A or 4999 of the Code.

Section 2.8 Contracts and Commitments.

(a) Generally. Except for the Transaction Documents or Contracts described on the attached Schedule 2.8(a), Seller and its Subsidiaries are not party to or bound by, and Seller and its Subsidiaries are not, in each case, in connection with the Business, nor is any Transferred Asset subject to any written or oral:

(i) collective bargaining agreement or Contract with any labor union or any bonus, pension, profit sharing, retirement or any other form of deferred compensation plan or any hospitalization insurance or similar plan or practice;

(ii) (A) Contract for the employment or engagement of any individual employee or other Person (including as an independent contractor, part-time laborer or on a consulting basis) other than at the will of the employing Person, (B) any agreement to provide severance or similar benefits upon any termination of employment or other engagement, or (C) any Contract with any labor agency for the employment of seasonal or part-time labor;

(iii) agreement that provides for any Person to be the exclusive or preferred provider of any product or service to the Business, or the exclusive or preferred recipient of any product or service of the Business during any period of time or that otherwise involves the granting by Seller or its Subsidiaries of exclusive or preferred rights of any kind in connection with, or as related to, the Business;

(iv) guaranty of any obligation of any other Person, other than endorsements made for collection made in the Ordinary Course;

(v) agreement or other Contract involving Proprietary Rights (other than licenses for commercially available, off-the-shelf Software with a replacement cost or annual license or other fees of less than \$10,000 in the aggregate), including franchise, licensing, royalty and indemnity agreements;

(vi) joint venture or partnership contract to which Seller or its Subsidiaries is party in connection with the Business;

(vii) agreement or other Contract granting to any Person an option or a first refusal or similar preferential right to purchase or acquire any material asset of the Business;

(viii) agreement concerning non-competition or that otherwise restricts or limits Seller or its Subsidiaries, or any officer or key employee of Seller or its Subsidiaries from engaging in any business similar to or related to the Business in any jurisdiction (including any agreement with provisions regarding non-solicitation of employees, co-existence agreements, and settlement agreements) or any material agreement concerning confidentiality;

(ix) agreement under which it has advanced or loaned any amount to any of the officers or employees of the Business outside of the Ordinary Course;

(x) lease or agreement under which Seller or its Subsidiaries is lessee of, or holds or operates, any personal property owned by any other party calling for payments in excess of \$25,000 annually or entered into outside of the Ordinary Course, or under which Seller or its Subsidiaries holds or occupies any real property or interest therein;

(xi) Contract under which Seller or its Subsidiaries is lessor of or permits any third party to hold or operate any Transferred Asset.

(b) Absence of Breach. Each of the items which is described or required to be described on Schedule 2.8(a) is a valid, binding and enforceable obligation of the third parties thereto in accordance with the terms thereof and will be in full force and effect immediately following the Closing Date; no item which is described or required to be described on Schedule 2.8(a) is in default, has been breached in any material respect, canceled or repudiated by Seller or its Subsidiaries as party thereto or, to Seller's Knowledge, by any other party thereto; no such other party has indicated in writing or orally to Seller or its Subsidiaries that it will stop or decrease the rate of business done with Seller or its Subsidiaries, or that it desires to renegotiate its arrangements with Seller or its Subsidiaries; Seller and its Subsidiaries have performed in all material respects all obligations required to be performed by it in connection with the items which are described or required to be described on Schedule 2.8(a) and is not in receipt of any claim of default under any such item; and Seller and its Subsidiaries do not have any present expectation or intention of not fully performing any obligation pursuant to any item which is described or required to be described on Schedule 2.8(a). Seller and its Subsidiaries have not waived or assigned any of its material rights under any of the items described or required to be described on Schedule 2.8(a) with respect to any period following the Closing Date.

(c) Copies. Seller has furnished to Buyer a true and correct copy of all written Contracts and other items which are described or required to be described on Schedule 2.8(a), in each case together with all amendments, waivers or other changes thereto.

Section 2.9 Proprietary Rights

(a) Schedule 2.9a sets forth a complete and correct list of all of the following included in the Business Proprietary Rights: (i) all patented and registered Proprietary Rights (including Internet domain names and social media identifiers) and all pending patent applications or other applications for registration of Proprietary Rights; (ii) all trade names and material unregistered Marks; and (iii) all Software (other than commercially available, off-the-shelf software with a replacement cost or annual license or other fee of less than \$10,000 in the aggregate).

(b) Seller and its Subsidiaries own and possess all right, title and interest in and to, or has a valid and enforceable right to use pursuant to an agreement set forth on Schedule 2.8a, all Proprietary Rights necessary for or used in the conduct of the Business, free and clear of all Liens. All of the Business Proprietary Rights are valid, subsisting, and enforceable, and Seller and its Subsidiaries have paid all maintenance fees, made all filings and taken all other necessary actions with respect to all patents, registrations, and applications for registration or patent of Business Proprietary Rights. Seller and its Subsidiaries have taken all reasonable or necessary measures to protect the Business Proprietary Rights, including protecting the secrecy and confidentiality of trade secrets and other confidential information. Except as set forth on Schedule 2.10(b), the Business Proprietary Rights are not subject to any outstanding consent, settlement, decree, Order, or ruling restricting the use thereof. All of the Business Proprietary Rights and Business Systems shall be owned or available for use by Buyer immediately after the Closing Date on terms and conditions identical to those under which Seller owned or used the Business Proprietary Rights and Business Systems immediately prior to the Closing Date.

(c) (i) No Proceeding by any third party contesting the validity, enforceability, use, ownership or registrability of any of the Business Proprietary Rights has been made, is currently outstanding or, to Seller's Knowledge, is Threatened, and, to Seller's Knowledge, there is no reasonable basis for such claim; (ii) Seller and its Subsidiaries have not received any notice of any infringement or misappropriation by, or any other conflict with, any third party with respect to any Proprietary Rights (including any demand or request that Seller and its Subsidiaries license rights from a third party); (iii) Seller and its Subsidiaries have not infringed, misappropriated or otherwise conflicted with any rights of any Person, and the operation of the Business as currently conducted will not infringe, misappropriate, or otherwise conflict with, and will not result in any infringement or misappropriation of, or conflict with, any Proprietary Rights of any Person; and (iv) Seller and its Subsidiaries have not asserted in writing that any Person and to Seller's Knowledge, no Person has infringed, misappropriated or otherwise conflicted with any Business Proprietary Rights.

(d) The computer systems, including the Software, firmware, hardware, networks, and related systems owned by Seller and its Subsidiaries or used by in the Business and to which Seller and its Subsidiaries has a valid license, lease or other right to access (collectively,

"Business Systems") are sufficient for the immediate and anticipated future needs of the Business. In the last twelve (12) months, there has been no disruption, interruption or outage to any Business System. Seller and its Subsidiaries have taken commercially reasonable steps to (i) provide for the back-up and recovery of the data and information used in the conduct of the Business and (ii) protect the integrity of the Business Systems, including any data stored or contained therein or transmitted thereby. In the last twenty-four (24) months, there has not been actual, suspected, or alleged breach, intrusion, unauthorized access or other occurrence that actually or could jeopardize the confidentiality, integrity, or availability of the Business Systems, including any data stored or contained therein.

Section 2.10 Litigation; Proceedings.

Except as set forth on the attached Schedule 2.10, since January 1, 2017, there have not been and there are currently no Proceedings pending or, to Seller's Knowledge, Threatened, in each case against or affecting Seller or its Subsidiaries, the Business or any Transferred Asset at law or in equity, or before or by any Governmental Entity, and, to Seller's Knowledge, there is no basis for any of the foregoing.

Section 2.11 Governmental Licenses and Permits.

Seller and its Subsidiaries own or possess all right, title and interest in and to all of material Licenses which are necessary for the lawful conduct of the Business as currently conducted or proposed to be conducted by Seller and its Subsidiaries. All of such Licenses are valid, in good standing and in full force and effect and the applicable Seller and its Subsidiaries have performed all of its obligations under such Licenses. No loss or expiration of any material License is pending, reasonably foreseeable or, to Seller's Knowledge, threatened (including as a result of the transactions contemplated by this Agreement and the Transaction Documents) other than by reason of expiration in accordance with the terms thereof or applicable Law or regulation.

Section 2.12 Employees.

To Seller's Knowledge, no employee and no group of employees or independent contractors of the Business has any plans to terminate his, her or its employment or relationship as an independent contractor with the Business. Seller and its Subsidiaries have complied in all material respects with all applicable Laws relating to the employment of personnel and labor, including provisions thereof relating to wages, hours, equal opportunity, collective bargaining and the payment of social security and other Taxes, including withholding requirements, the Worker Adjustment Retraining and Notification Act of 1988, as amended, or any similar state or local plant closing or mass layoff statute, rule or regulation, and the Immigration Reform and Control Act of 1986, as amended. Seller and its Subsidiaries have not experienced any strike, grievance, unfair labor practice claim or other material employee or labor dispute, and Seller and its Subsidiaries have not engaged in any unfair labor practice. To Seller's Knowledge, there is no organizational effort presently being made or threatened by or on behalf of any labor union with respect to employees of Seller and its Subsidiaries.

Section 2.13 ERISA.

(a) Schedule 2.13a) sets forth an accurate and complete list of each Benefit Plan at any time maintained, sponsored, or contributed or required to be contributed to by Seller and its Subsidiaries or with respect to which Seller and its Subsidiaries has any Liability (each a "Plan" and collectively the "Plans"). Schedule 2.13a) also identifies any such Plan that Buyer will assume any liabilities or obligations on or after the Closing (each such Plan identified an "Assumed Plan").

(b) Neither Seller nor any ERISA Affiliates maintains, sponsors, contributes to or has any Liability under (or with respect to) any "defined benefit plan" (as such term is defined in ERISA § 3(35)), or any "multiemployer plan" (as such term is defined in ERISA § 3(37)). No asset of Seller and its Subsidiaries is subject to any lien under ERISA or the Code. There are no Proceedings pending or Threatened with respect to any Plan (other than routine claims for benefits).

(c) Each Plan that is intended to be qualified under Code § 401(a) has received a determination from the Internal Revenue Service ("IRS") that such Plan is so qualified, and nothing has occurred that could adversely affect the qualified status of such Plan.

(d) Each of the Plans and all related trusts, insurance Contracts and funds have been maintained, funded and administered in compliance with their terms and in compliance with the applicable provisions of ERISA in all material respects, the Code, and any other applicable Laws and no event has occurred and no condition exists, that has subjected, or would reasonably be expected to subject, the Buyer or any it's Affiliates to any tax, fine, lien, penalty or other Liability imposed by ERISA, the Code or any other applicable Law, either directly or by reason of the Company's affiliation with any ERISA Affiliate. With respect to each Plan, all required payments, premiums, contributions, distributions, or reimbursements for all periods ending prior to or as of the Closing Date have been timely made or properly accrued.

(e) Each Plan which is subject to the health care continuation requirements of Part 6 of Subtitle B of Title I of ERISA or Code § 4980B ("COBRA") has been administered in compliance with such requirements. No Plan provides post-employment or post-termination medical or life or other welfare or welfare-type benefits other than as required pursuant to COBRA.

(f) Schedule 2.13f) sets forth each Plan under which, as a result of the consummation of the transactions contemplated hereby, either alone or in combination with another event, (i) any current or former employee or officer of Seller or any ERISA Affiliate may become entitled to severance pay or any other payment, or (ii) compensation due any such employee or officer may become vested, increased or the time of payment thereof may become accelerated.

(g) With respect to each Plan, Seller has provided Buyer with true, complete and correct copies of (to the extent applicable): (i) all documents pursuant to which the Plan is maintained, funded and administered (including the plan and trust documents, any amendments thereto, the summary plan descriptions, and any insurance Contracts or service provider

agreements); (ii) the three most recent annual reports (Form 5500 series) filed with the IRS (with applicable attachments); (iii) the most recent determination letter received from the IRS; and (iv) any material written communications to or from any Governmental Entity, or any material notices to or from any Governmental Entity, addressing any matter involving actual or potential material liability relating to a Plan.

(h) Except as set forth on Schedule 2.14(h), neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby (either alone or in conjunction with any other event) will, directly or indirectly, (i) result in any payment or benefit becoming due to any current or former employee, officer, director or independent contractor, (ii) increase, or accelerate the time of payment, funding or vesting of, compensation or benefits due to any current or former employee, officer, director or independent contractor, or (iii) result in an obligation to fund or otherwise set aside assets to secure to any extent any of the obligations under any Plan.

Section 2.14 Affiliate Transactions.

Except as set forth on the attached Schedule 2.14, no Insider (i) is or was a party to any Contract, commitment or transaction with Seller or its Subsidiaries or which pertains to the Business (other than in such Insider's capacity as an employee of Seller or its Subsidiaries, the compensation for which is reflected on Schedule 2.12), or (ii) has any interest in any Transferred Asset, other than indirectly, as a stockholder of Seller.

Section 2.15 Compliance with Laws and Data Security Requirements.

Except as set forth on the attached Schedule 2.15, Seller and its Affiliates and each of their respective independent contractors, agents and employees has materially complied with and is in material compliance with all applicable Laws and Data Security Requirements which affect the Business or any Transferred Asset and to which Seller or any Transferred Asset is subject, and no claim has been filed against, nor any notice given to, Seller or its Subsidiaries alleging a violation of any such Law or Data Security Requirement. Except as set forth on the attached Schedule 2.15, Seller and its Subsidiaries are not now subject (nor has Seller or its Subsidiaries been subject in the last three years) to any material investigation, penalty assessment, or audit by any Governmental Entity or to any other allegation that Seller or its Subsidiaries (including any agent, representative or broker acting on behalf of Seller or its Subsidiaries) has violated the regulations of any such Governmental Entity, made a material false statement or omission to any Governmental Entity in connection with, related to, or as may affect the Business or any Transferred Asset, or failed to comply with any Data Security Requirement.

Section 2.16 Environmental Matters.

(a) Each of Seller and its Subsidiaries and the Business has at all times complied, and is in compliance, in all material respects with all Environmental and Safety Requirements, which compliance has included obtaining and complying at all times and in all material respects with all permits, licenses and other authorizations required pursuant to Environmental and Safety Requirements for the occupation of the Leased Real Property and the operation of the Business.

(b) Seller and its Subsidiaries have not received any written or oral notice, report, Order, directive or other information regarding any actual or alleged violation in any material respect of, or any material or potentially material Liability (including any material or potentially material investigative, corrective or remedial obligation) under, Environmental and Safety Requirements and relating to the Business or the Leased Real Property.

(c) None of Seller or its Subsidiaries or the Business has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, released, or exposed any Person to, any substance (including any hazardous substance), or owned or operated any property or facility which is or has been contaminated by any substance, so as to give rise to any current or future material Liabilities, including any current or future investigative, corrective or remedial obligations, pursuant to CERCLA or any other Environmental and Safety Requirements.

(d) Neither Seller or its Subsidiaries nor the Business has, either expressly or by operation of law, assumed, undertaken, or provided an indemnity with respect to any material Liability, including any investigative, corrective or remedial obligation, of any other Person relating to Environmental and Safety Requirements.

(e) Seller has furnished to Buyer true and correct copies of all environmental audits, reports and assessments and all other documents materially bearing on environmental, health or safety Liabilities relating to the past or current operations, properties or facilities of the Business (including the Leased Real Property), in each case which are in its possession or under its reasonable control.

Section 2.17 Assets.

(a) Title. Seller and its Subsidiaries owns, leases or licenses all of the Transferred Assets and has good and marketable title to, or a valid leasehold or license to, all such Transferred Assets free and clear of any Liens (other than Permitted Liens). Upon completion of the Closing Transactions, Buyer will acquire good title to all of the Transferred Assets, free and clear of any Liens (other than Permitted Liens).

(b) Condition. Each Transferred Asset is suitable and in adequate operating condition as of the Closing Date for the purposes for which it is presently used and presently proposed by Seller and its Subsidiaries to be used, except as otherwise set forth on Schedule 2.17b).

(c) Adequacy. The Transferred Assets (i) constitute all of the assets and properties necessary to permit Buyer to carry on the Business as presently conducted immediately following the Closing and (ii) constitute all of the properties and assets (tangible and intangible) used by Seller and its Subsidiaries in the conduct of the Business as presently conducted by Seller and its Subsidiaries. None of Seller's Affiliates holds any asset used by the Business, Seller or its Subsidiaries.

Section 2.18 Suppliers.

Schedule 2.18 attached hereto truly, completely and correctly sets forth a list of the top fifteen (15) suppliers of the Business by dollar volume of sales and purchases, respectively, for the fiscal years ended 2017 and 2018. Except as set forth on Schedule 2.19 attached hereto, since January 1, 2019, Seller and its Subsidiaries have not received any notice from any supplier to the effect that any supplier will stop, materially decrease the rate of, or materially change the terms (whether related to payment, price or otherwise) with respect to, supplying materials, products or services to the Business (whether as a result of the consummation of the transactions contemplated hereby or otherwise).

Section 2.19 Cure Costs.

The list and amount of Cure Costs of the Assumed Contracts as determined by the Parties at the Cure Costs Meetings is a true, complete and accurate list of Cure Costs and amounts.

Article III

Representations and Warranties of Buyer

As a material inducement to Seller to enter into this Agreement and to consummate the Closing Transactions contemplated hereby, Buyer hereby makes the representations and warranties set forth in this Article III as of the date hereof, and as of the Closing Date.

Section 3.1 Organization and Power.

Buyer is a limited liability company duly formed and validly existing and in good standing under the Laws of the State of Delaware and is qualified to do business in every jurisdiction in which the execution, delivery and performance of its obligations under this Agreement requires it to be so qualified.

Section 3.2 Authorization of Transaction.

Buyer has full power and authority to execute and deliver this Agreement and all other Transaction Documents to which it is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby. Buyer has duly approved this Agreement and all other Transaction Documents to which it is a party and has duly authorized its execution and delivery of this Agreement and such Transaction Documents and the performance of its obligations hereunder and thereunder. No other proceedings or actions on the part of Buyer are necessary to approve and authorize Buyer's execution and delivery of this Agreement or any other Transaction Documents to which it is a party or the performance of Buyer's obligations hereunder or thereunder. This Agreement constitutes, and each of the other Transaction Documents to which Buyer is a party will when executed constitute, a valid and binding obligation of Buyer enforceable in accordance with its terms, subject to the Bankruptcy and Equity Exception.

Section 3.3 Absence of Conflicts.

Neither the execution, delivery and performance of this Agreement or any other Transaction Document by Buyer nor the consummation by Buyer of the transactions contemplated hereby or thereby does or will (i) conflict with or result in a breach of any of the provisions of, (ii) constitute a default under, (iii) result in the violation of, (iv) give any third party the right to terminate or to accelerate any obligation under, or (v) require any Consent of any Governmental Entity or other Person (other than with respect to the HSR Act, if applicable), in each case under Buyer's certificate of incorporation or bylaws or under the provisions of any indenture, mortgage, lease, loan agreement or other agreement or instrument to which Buyer is bound or by which it or any of its assets are affected, or any Law to which any of Buyer or any of their respective assets are subject.

Section 3.4 Brokerage.

No agent, broker, investment banker, finder, financial advisor or other Person is or will be entitled to any brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement and the Transaction Documents based on any arrangement or agreement made by or on behalf of Buyer or its Affiliates or to which any of the foregoing entities is subject that will result in a liability to Seller.

Section 3.5 Sufficient Funds.

At the Closing, Buyer will have sufficient funds available to consummate the transactions contemplated by this Agreement and the other transactions contemplated by the Agreement and to pay the Purchase Price.

Section 3.6 Litigation.

There are no Proceedings pending or, to Buyer's knowledge, Threatened, against or affecting Buyer at law or in equity, or before or by any Governmental Entity, which could reasonably be expected to adversely affect Buyer's performance under this Agreement or the other agreements contemplated hereby to which Buyer is a party or the consummation of the transactions contemplated hereby or thereby.

Article IV

Certain Covenants and Agreements

Section 4.1 Operation and Maintenance of the Business.

From the date of this Agreement through the Closing Date, unless Buyer otherwise consents in writing (which consent may be granted or withheld in Buyer's sole discretion), Seller and its Subsidiaries will (i) conduct the Business in the Ordinary Course and (ii) not engage in any practice, take any action, enter into any transaction or conduct the Business outside of the Ordinary Course. Without limiting the generality of the foregoing, Seller and its Subsidiaries shall not engage in any practice, take any action, or enter into any transactions of the sort described in Section 2.5 above and Seller and its Subsidiaries will:

(a) not take or fail to take any action which would cause any of the representations set forth in Article II hereof to be untrue;

(b) use all necessary or commercially reasonable efforts to keep in full force and effect the Business' existence and all its rights, franchises, proprietary rights and contractual rights;

(c) maintain the levels, type and quality of Inventory at the Leased Real Properties as has been previously maintained by Seller and its Subsidiaries in the Ordinary Course;

(d) not sell, assign or transfer (including by way of liquidation) the Inventory that Buyer has ordered pursuant to the DC Purchase Order;

(e) not sell, assign, transfer, license or permit the loss, lapse or abandonment of, or fail to maintain, enforce and protect any of the Business Proprietary Rights, except in the Ordinary Course;

(f) not (A) enter into any Contract or arrangement that would be set forth on Schedule 2.8a if entered into prior to the date hereof, other than any such Contracts or arrangements entered into in the Ordinary Course, or (B) materially amend, modify, impair or waive any rights under, or cancel or terminate any Contract or arrangement described in clause (A);

(g) use reasonable efforts in the Ordinary Course to keep Seller's and the Business' present business organization, including the present business operations, physical facilities, working conditions and employees and their present relationships with lessors, licensors, suppliers, customers, independent contractors and others having business relations with it;

(h) except (i) as required by applicable Law or by Order of the Bankruptcy Court, or as otherwise expressly required by, or reasonably necessary to carry out the terms of, this Agreement, (ii) for any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code or any debtor-in-possession financing, maintain Seller's assets in the Ordinary Course in such state of repair as is necessary for the conduct of Seller's business and the Business in the Ordinary Course, including replacement in accordance with reasonably prudent business practices of any inoperable, worn out or obsolete asset with assets of quality consistent with reasonably prudent business practices and then-current needs and, in the event of a condemnation, casualty, loss or other damage to any of the assets prior to the Closing Date, whether or not it is insured, use commercially reasonable efforts either to repair or replace such condemned or damaged property or to use the proceeds of such condemnation or insurance in such other manner as mutually agreed upon by Seller and Buyer;

(i) maintain Seller's books, accounts and records in the Ordinary Course as used in the preparation of the Financial Statements; and

(j) comply in all material respects with all applicable Laws and all contractual obligations applicable to the Business and pay all applicable Taxes which are due and payable prior to the Closing.

Section 4.2 Information and Access.

(a) After the date hereof until the Closing, Seller shall provide Buyer and Buyer's representatives and financing sources, and to each of their respective agents, employees and accounting, tax, legal and other advisors (collectively, the "Investigating Parties"), upon reasonable advance notice, with (a) reasonable access during normal business hours to the books, records, property, personnel, Contracts, commitments and documents relating to the Business when requested and (b) the opportunity to discuss the affairs, finances and accounts of the Business with, senior management employees, key sales representatives, present and former independent accountants, customers and suppliers of Seller and its Subsidiaries which would reasonably be presumed to have information which would be relevant for the purposes of conducting Buyer's and such other parties' business, accounting, financial, environmental, legal and other due diligence review regarding the Business and preparing for the financing and consummation of the transactions contemplated by this Agreement; *provided*, that such access does not unreasonably interfere with the Person providing such access or violate compliance with an Order of the Bankruptcy Order. At the request and expense of Buyer, Seller shall deliver copies of any such books and records to Buyer. Without limiting the foregoing, after the Closing, Seller will give the Investigating Parties such access to such books and records as may reasonably be required in order to permit Buyer to perform any audit or other review which they may deem appropriate.

(b) After the date hereof until the Closing, no later than Tuesday of each week Seller will deliver to Buyer a true and correct copy of Seller's Inventory Check for the prior Sunday at all Leased Real Properties and the Distribution Center. In connection therewith, Seller will provide Buyer (a) with reasonable access during normal business hours to the books, records, property, personnel, Contracts, commitments and documents relating to the Inventory when requested and (b) the opportunity to discuss the Inventory with personnel of Seller and its Subsidiaries who would reasonably be presumed to have information which would be relevant for the purposes of determining the book value, type, quality and rating of any Missing DC Post-Closing Inventory. In the event that there is any Missing DC Post-Closing Inventory, Seller shall provide prompt (but in no event later than at the Closing) written notice to Buyer of the book value, type, quantity and rating of each item of Missing DC Post-Closing Inventory.

(c) After the Closing until the earlier of the liquidation of the assets of Seller and the first anniversary of the Closing Date, Buyer shall provide Seller and Seller's representatives, agents, employees and accounting, tax, legal and other advisors, upon reasonable advance notice, with reasonable access during normal business hours to the books and records relating to the Business with respect to periods or occurrences prior to the Closing Date when requested solely for the purposes of applicable Tax or liquidation requirements, in each case, subject to customary confidentiality protections. Notwithstanding the foregoing, Buyer shall not be required to disclose any information in accordance with this Section 4.2(c) if doing so would violate any Law or or which Buyer reasonably determines could result in the loss of the ability to successfully assert attorney-client and work product privileges (provided, that, Buyer will use

commercially reasonable efforts to disclose such information in a manner that does not violate such law or result in the loss of the ability to assert attorney-client and work product privileges).

Section 4.3 Copies of New Contracts.

Promptly after it is entered into, Seller will deliver to Buyer a true and correct copy of any written material Contract involving, related to or in connection with the Business, which is entered into by Seller or its Subsidiaries after the date of this Agreement and prior to the Closing, whether or not Buyer's consent to the entry into such contract is required pursuant to Section 4.1.

Section 4.4 Consents.

(a) Nothing in this Agreement shall be construed as an attempt to assign at Closing any Contract, agreement, permit, license, guaranty, warranty, franchise or claim included in the Transferred Assets which is by its terms or by Law nonassignable without the consent of the other party or parties thereto, after giving effect to the Sale Order and the Bankruptcy Code, unless such consent shall have been given, or as to which all the remedies for the enforcement thereof enjoyed by Seller would, as a matter of law, pass to Buyer as an incident of the assignments provided for by this Agreement.

(b) Seller shall use best efforts to (i) obtain or cause to be obtained prior to the Closing Date all Consents, and (ii) cause each Consent to be effective as of the Closing Date after giving effect to the Sale Order and the Bankruptcy Code.

Section 4.5 Bulk Transfer Laws.

The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Transferred Assets shall be free and clear of any security interests in the Transferred Assets, including any Liens or claims arising out of the bulk transfer Laws, and the Parties shall take such steps as may be reasonably necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each Party hereby waives, to the fullest extent permitted by applicable Law, compliance by the Parties with the "bulk sales", "bulk transfers" or similar Laws in all applicable jurisdictions in respect of the Closing Transactions. This Section 4.5 shall not affect any obligation of Seller with respect to Excluded Liabilities or Excluded Assets.

Section 4.6 Cooperation on Tax Matters.

Each Party shall, and shall cause its Affiliates to, provide to each of the other parties hereto such cooperation and information as any of them reasonably may request in filing any Tax Return, amended Tax Return or claim for refund, determining a liability for Taxes or a right to refund of Taxes or in conducting any audit or other proceeding in respect of Taxes. Such cooperation and information shall include providing copies of all relevant portions of relevant Tax Returns, together with relevant accompanying schedules and relevant work papers, relevant documents relating to rulings or other determinations by Taxing Authorities and relevant records concerning the ownership and Tax basis of property, which any such Party may possess.

Section 4.7 Press Releases and Announcements; Confidentiality.

(a) Press Releases and Announcements. After the date hereof, Seller will not make any press release or other public announcement of or with respect to this Agreement or any of the transactions contemplated hereby without Buyer's prior written consent, except as the Seller believes in good faith and based on reasonable advice of counsel is required by applicable Law or by Order of the Bankruptcy Court, in which case Buyer will have the right to review and comment on such press release or public announcement prior to publication; provided, that, Seller may report and disclose the status of this Agreement pursuant to an internal communication to its employees, which internal communication shall be subject to Buyer's approval (not to be unreasonably withheld, conditioned or delayed) (it being agreed that if Buyer does not object within two (2) Business Days of receipt from Seller of the draft internal communication, Buyer shall be deemed to have approved such draft internal communication). After the Closing, Seller will not make any press release or other public announcement of or with respect to the Business except as the Seller believes in good faith and based on reasonable advice of counsel is required by applicable Law or by Order of the Bankruptcy Court.

(b) Confidentiality. From and after the Closing Date, Seller and its Affiliates and its and their representatives shall maintain the confidentiality of, and shall not use for the benefit of themselves or others, any proprietary or confidential information concerning the Business, the Transferred Assets, the Assumed Liabilities or Buyer. Seller agrees not to divulge, communicate, use to the detriment of Buyer or any of their Affiliates, for Seller's or any of its respective Affiliates' benefit or the benefit of any other Person, or misuse in any way, in whole or in part, any proprietary or confidential information, including trade secrets related to the Business or the Transferred Assets, as they may exist from time to time. Seller acknowledges that the list of the customers of the Business as it may exist from time to time, and the Business' proprietary information, including its trade secrets, are valuable, special and unique assets of the Business and are confidential information (all of the foregoing, "Confidential Information"). In the event that Seller is requested or required pursuant to written or oral question or request for information or documents in any Proceeding, by interrogatory, subpoena or similar process, to disclose any Confidential Information, Seller will notify Buyer promptly of the request or requirement so that Buyer may seek an appropriate protective Order or waive compliance with the provisions of this Section 4.7(b). If, in the absence of a protective Order or the receipt of a waiver hereunder, Seller is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, Seller may disclose the Confidential Information to the tribunal; *provided, however*, that Seller shall use its best efforts to obtain, at the request of Buyer, an Order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as Buyer shall designate. The foregoing provisions shall not apply to any Confidential Information that is generally available to the public immediately prior to the time of disclosure, including as a result of any filing or other disclosure in the Bankruptcy Court, unless such Confidential Information is so available due to the actions of Seller in violation of this Section 4.7(b).

Section 4.8 Further Assurances.

(a) Each Party will use reasonable best efforts to cause the conditions to consummate the Closing Transactions to be satisfied in a timely manner. Each Party will

execute and deliver such further instruments of conveyance and transfer and take such additional actions (including updating title of the Business Proprietary Rights) as any other Party may reasonably request to effect, consummate, confirm or evidence the transfer to Buyer of, or the ownership by Buyer of, the Transferred Assets, the assumption by Buyer of the Assumed Liabilities and the other Closing Transactions contemplated hereby.

(b) Promptly after it obtains knowledge thereof, but in all events prior to the Closing, Buyer will inform Seller of any fact or circumstance which, if it existed on the Closing Date, would constitute a breach of any representation or warranty of Buyer set forth in this Agreement or any breach of any of its covenants or agreements set forth in this Agreement, or any Threatened or instituted Proceeding. Promptly after Seller obtains knowledge thereof, but in all events prior to the Closing, Seller will inform Buyer of any fact or circumstance which, if it existed on the Closing Date, would constitute a breach of any representation or warranty of Seller set forth in this Agreement or any breach of any covenant or agreement of Seller set forth in this Agreement, or any Threatened or instituted Proceeding. Each Party will give prompt written notice to the other of any material development adversely affecting the ability of such Party to consummate the Closing Transactions.

Section 4.9 Third Party Payments.

After the Closing, if any Party (or any Affiliate thereof) at any time receives any funds from any third party that are properly payable to another Party, the Party receiving such funds shall promptly remit such funds to the Party entitled to such funds.

Section 4.10 Use of Marks.

Seller agrees that, as of the Closing Date, it shall promptly (i) cease to use, and not permit any of its respective Affiliates or authorize any other Person to use, in any manner (including on the Internet, or as a company name or d/b/a in any sales literature, sales material or in connection with any products or services or otherwise) all Marks included in the Transferred Assets (the "Restricted Marks") or any Mark similar thereto or derived therefrom and (ii) make all necessary filings with all Governmental Entities as necessary to change the name of Seller to a name that does not include any of the Marks included in the Transferred Assets or any Mark similar thereto or derived therefrom. Notwithstanding the foregoing, Seller may use, and permit its agents to use, the Restricted Marks in connection with the liquidation of the assets of Seller, provided that (x) the goods and services sold under the Restricted Marks are of a quality substantially similar to the quality of goods and services sold under the Restricted Marks immediately prior to the Closing Date, (y) Seller shall require its agents that are engaged in such liquidation to enter into a written agreement agreeing to comply with such quality standards, and (z) Buyer may inspect the operations of Seller and its agents to confirm compliance with such quality standards. All goodwill arising from the use of the Restricted Marks by Seller and its agents shall be owned by, and inure to the exclusive benefit of, Buyer

Section 4.11 Assignment of Property

Seller hereby agrees that if any assets (other than Excluded Assets, but including any Business Proprietary Rights) necessary for the conduct of the Business as it is currently

conducted are owned by any of its Affiliates as of the Closing Date, Seller shall cause such Affiliate to immediately assign, all right, title and interest in and to such assets to Buyer so that such assets shall be deemed part of the Transferred Assets.

Section 4.12 Employee Matters.

(a) As of the Closing Date, each of the employees of Seller set forth on Schedule 4.12 as determined by Buyer who remain actively employed by Seller as of the Closing Date (the "**Active Employees**") shall be offered employment by Buyer on terms of and conditions of employment that Buyer shall determine in its sole discretion. Notwithstanding anything in this Agreement to the contrary, Buyer may, from time to time, prior to the date which is three (3) Business Days prior to the Closing Date, and in its sole discretion, upon written notice to Seller, amend or revise Schedule 4.12 to eliminate any employee therefrom or to add any employee thereto. Buyer shall not offer employment to any employees of Seller who, as of the Closing Date, are absent from active employment with Seller for any reason (including as a result of layoff, leave of absence, disability, illness or injury) (the "**Inactive Employees**") and, together with the Active Employees, the "**Business Employees**") unless (i) the Inactive Employee was absent from active employment with Seller as of the Closing Date solely on account of a short term disability as determined under Seller's short term disability plan, and (ii) such Inactive Employee qualifies to be actively employed by Buyer within a period of 90 days following the Closing Date. The Business Employees who accept employment with Buyer shall be referred to herein as "**Transferred Employees**." The Business Employees who are not offered employment with, or who do not accept employment from, Buyer and any other current or former employee of Seller of its Affiliates shall be referred to herein as "**Non-Transferred Employees**." Buyer shall not have any liability with respect to any Non-Transferred Employee or former employee of Seller. Buyer shall not have any liability with respect to Transferred Employees for liabilities or obligations that arose on or prior to the Closing Date. Seller shall provide promptly to Buyer, at Buyer's request, any information or copies of personnel records (including addresses, dates of birth, dates of hire and dependent information) relating to the Transferred Employees or relating to the service of Transferred Employees with Seller (and predecessors of Seller, as applicable) prior to the Closing Date. Seller and Buyer shall each cooperate with the other and shall provide to the other such documentation, information and assistance as is reasonably necessary to effect the provisions of this Section 4.12 Buyer and Seller agree that the payroll taxes of the Transferred Employees shall be treated in accordance with the Alternate Procedure of Section 5 of Revenue Procedure 2004-53.

(b) Effective of the Closing Date, each Transferred Employee shall cease to participate in and accrue benefits under all Plans, other than any Assumed Plans (the "**Seller Benefit Plans**"). All claims and other Liabilities of each Transferred Employee and his or her eligible beneficiaries and dependents for any Liabilities under any Seller Benefit Plan, including any medical, dental, prescription drug, life insurance, disability benefits or any other welfare benefits, that are for or with respect to events incurred on or before the Closing Date, shall be the sole responsibility of Seller or its Affiliate, as applicable. Any claims of a Transferred Employee and his or her eligible beneficiaries and dependents for health or welfare benefits for events incurred, or services rendered as an employee of Buyer or its Affiliate, on or after Closing Date shall be the sole responsibility of Buyer or its Affiliate, as applicable. For purposes of the preceding provisions of this Section 4.12(b) a benefit claim shall be considered incurred on the

date when the services are rendered or supplies are provided and not when the condition arose or when the course of treatment began.

(c) The Parties agree that nothing herein expressed or implied (i) is intended to confer on any Person other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Section 4.12, (ii) shall create any right to continued employment with the Buyer or any of its Affiliates, (iii) shall interfere with Buyer's right to amend, modify or terminate any Benefit Plan or to terminate the employment of any employee or its Subsidiaries for any reason (or no reason) after the Closing Date, or (iv) shall be an amendment to or the establishment of any Benefit Plan, or benefit plan or arrangement (including any Assumed Plan) of Buyer or its Affiliates.

Section 4.13 Section 363(b)(1) of Bankruptcy Code

Following the Closing, unless and until Buyer implements a new privacy policy that complies with applicable Law, in particular, with regard to the use of transferred Customer Lists collected under the privacy policy posted in effect as of the date hereof, as posted at <https://www.beautybrands.com/category/customer+service/privacy+and+security.do#q10> and as set forth on Exhibit A, and obtains the consent or agreement of the customers to whose data such new privacy policy would apply, Buyer will use Customer Lists that are provided under this Agreement (or in connection with the transactions contemplated hereby) only in compliance with the privacy policy as set forth on Exhibit A.

Section 4.14 Excluded Assets at the Distribution Center

Seller hereby agrees to remove all Excluded Assets from the Distribution Center prior to the Closing Date.

Section 4.15 Schedules

No later than January 23, 2019, Seller shall deliver to Buyer a draft of the Schedules. Seller shall consider in good faith all comments made by Buyer or its representatives to the Schedules and upon final agreement between the Parties, the Schedules shall be incorporated into this Agreement as if delivered on the date hereof.

Article V

Bankruptcy Provisions

Section 5.1 Approval of Break-Up Fee.

In consideration for Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of assets of Seller, Seller shall pay Buyer, in accordance with the terms hereof and the Bidding Procedures Order, a break-up fee in an amount equal to \$190,000 (the "Break-Up Fee"). The Break-Up Fee shall be paid by wire transfer of immediately available funds to an account designated by Buyer on the first Business Day following the date of consummation of an Alternative Transaction approved by the Bankruptcy Court. Each of the Parties acknowledges

and agrees that the agreements contained in this Section 5.1 are an integral part of the transaction contemplated by this Agreement and this Agreement and that the Break-Up Fee is not a penalty, but rather are liquidated damages in a reasonable amount that will reasonably compensate Buyer in the circumstances in which such Break-Up Fee is payable for the efforts and resources expended and opportunities foregone by Buyer while negotiating and pursuing the transactions contemplated by this agreement and this Agreement and in reasonable reliance on this Agreement and on the reasonable expectation of the consummation of the transactions contemplated by this Agreement, which amount would otherwise be impossible to calculate with precision. Pursuant to the Bidding Procedures Order and subject to approval by the Bankruptcy Court, the claim of Buyer in respect of the Break-Up Fee is and constitutes an allowed super-priority administrative expense claim against the Seller under Sections 503 and 507(b)(2) of the Bankruptcy Code in the Bankruptcy Cases, senior to all other administrative expense claims of the Seller.

Section 5.2 Competing Transaction.

This Agreement is subject to approval by the Bankruptcy Court and the consideration by Seller of higher or better competing bids in respect of the Transferred Assets (each a "Competing Bid"). From the date of this Agreement (and any prior time) and until entry of the Sale Order, Seller is permitted to, and to cause its representatives and Affiliates to, initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Buyer and its Affiliates and representatives) in connection with a Competing Bid. In addition, Seller shall have the responsibility and obligation to respond to any inquiries or offers for a Competing Bid and perform any and all other acts related thereto which are required under the Bankruptcy Code, the Bidding Procedures Order or other applicable Law, including supplying information relating to the Business and the Assets of Seller to prospective purchasers, in each case, to the extent permitted and in accordance with the Bidding Procedures Order.

Section 5.3 Bankruptcy Court Filing.

(a) Seller and Buyer acknowledge that this Agreement and the transactions contemplated by this Agreement are subject to entry of, as applicable, the Bidding Procedures Order and the Sale Order. In the event of any discrepancy between this Agreement and the Bidding Procedures Order and the Sale Order, the Bidding Procedures Order and the Sale Order shall govern.

(b) Seller shall give notice under the Bankruptcy Code of the request for the relief specified in the Sale Motion to all Persons entitled to such notice, including all Persons that have asserted Liens in the Transferred Assets and all non-debtor parties to the Assumed Contracts, and other appropriate notice as required by the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court, including such additional notice as the Bankruptcy Court shall direct or as Buyer may reasonably request, and provide appropriate opportunity for hearing, to all parties entitled thereto, of all motions, Orders, hearings, or other proceedings in the Bankruptcy Court relating to this Agreement or the Closing Transactions.

(c) Seller shall use best efforts to ensure that the proposed Bidding Procedures Order and Sale Order state that, the provisions of this Agreement, including Article V, are

reasonable, were a material inducement to Buyer, and were reasonably relied upon by Buyer in deciding, to enter into this Agreement, and are designed to achieve the highest or otherwise best price for the Business and Transferred Assets.

(d) Seller shall not, and shall cause its Affiliates not to, take any action that is intended to result in, or fail to take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in, the reversal, voiding, modification or staying of the Bidding Procedures Order or, if Buyer is the prevailing bidder at the Auction, the Sale Order. Seller shall, and shall cause its Affiliates to, comply with the Bidding Procedures and the Sale Order.

(e) Buyer agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Bidding Procedures Order and the Sale Order and a finding of adequate assurance of future performance by Buyer, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code.

(f) Seller shall be responsible for making all necessary filings relating with the Bankruptcy Court, which filings, including any amendments, supplements, or modifications thereto, shall be in form and substance acceptable to Buyer. Seller and Buyer shall consult with one another regarding pleadings that either of them intends to file with the Bankruptcy Court in connection with, or which might reasonably affect the Bankruptcy Court's approval or modification of, as applicable, the Bidding Procedures Order or the Sale Order. Seller shall provide (or shall cause its representatives to provide) Buyer with advance drafts of, and a reasonable opportunity to review and comment upon (and Seller shall consider such comments in good faith), the Bidding Procedures Order, the Sale Order, and any pleadings, motions, applications, petitions, schedules and supporting papers prepared by Seller or its Subsidiaries to be filed with the Bankruptcy Court in furtherance of the Closing Transactions as soon as reasonably practical prior to the date Seller intends to file such motion, pleading, or Bankruptcy Court filing. In the event the entry of the Bidding Procedures Order and the Sale Order or any other Order of the Bankruptcy Court relating to this Agreement or the Closing Transactions shall be appealed (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Bidding Procedures Order, the Sale Order, or other such Order relating to this Agreement or the Closing Transactions), Seller and Buyer shall use their respective commercially reasonable efforts to defend such appeal, petition, or motion and obtain an expedited resolution of any such appeal, petition, or motion.

(g) A list of the Assumed Contracts shall (i) be filed and served in accordance with the Bidding Procedures Order (or, if required by the Bankruptcy Court, a motion to assume and assign the Assumed Contracts), (ii) be described in sufficient detail to provide adequate notice to the non-debtor parties to such Contracts, and shall set forth the applicable Cure Cost, if any, for each Assumed Contract as reasonably estimated in good faith by Seller.

Section 5.4 Back-up Bidder.

Seller and Buyer agree that, in the event that Buyer is not the winning bidder at the auction undertaken pursuant to the Bidding Procedures Order (the "Auction"), if and only if (a) Buyer submits the second highest or second best bid at the Auction, and (b) Seller gives notice to Buyer on or before the Back-up Termination Date, stating that Seller (i) failed to consummate the sale with the winning bidder, and (ii) terminated the purchase agreement with the winning bidder, Buyer shall promptly consummate the Closing Transactions upon the terms and conditions as set forth herein, including the Purchase Price, as the same may be increased by Buyer at the Auction.

Section 5.5 Bankruptcy Milestones.

Seller shall use its reasonable best efforts to satisfy the following milestones (collectively, the "Bankruptcy Milestones"). The Bankruptcy Milestones may be extended upon mutual agreement between Seller and Buyer or as necessary to accommodate the availability of the Bankruptcy Court.

(a) The deadline for interested parties to submit qualified bids in accordance with the Bidding Procedures Order (the "Bid Deadline") shall be no later than February 4, 2019.

(b) The Auction shall occur no later than February 7, 2019.

(c) Seller shall have sought to schedule a hearing to approve the Sale Order to be held no later than February 12, 2019.

Article VI

Conditions to Certain Obligations

Section 6.1 Mutual Closing Conditions.

The respective obligations of each Party to consummate the Closing Transactions shall be subject to the fulfillment or waiver at or prior to the Closing of each of the following conditions, any and all of which may be waived, in whole or in part, by Buyer, on the one hand, and Seller, on the other hand, to the extent permitted by applicable Law:

(a) Filings and Consents. All material consents, authorizations, Orders or approvals of, and filings or registrations with, any Governmental Entity (other than (i) any required approvals or action of the Bankruptcy Court, which are governed exclusively by Article V or (ii) as required with respect to any Contract) which are required in connection with the execution and delivery of this Agreement and the consummation of the Contemplated Transactions shall have been obtained or made and shall be in full force and effect.

(b) Sale Order. The Bankruptcy Court shall have entered the Sale Order and such Sale Order shall not be subject to any stay.

Section 6.2 Buyer's Closing Conditions.

The obligation of Buyer to consummate the Closing Transactions is subject to the satisfaction (or waiver by Buyer in writing) of the following conditions as of the time of the Closing:

(a) Representations and Warranties. The representations and warranties set forth in Article II will be true and correct in all material respects (*provided*, that any such representation or warranty that is qualified by a materiality standard or a Material Adverse Effect qualification shall not be further qualified hereby) at and as of the time of the Closing as though then made (except for such representations and warranties made as of a particular date which shall be true and correct as of such particular time);

(b) Covenants. Seller will have performed and complied in all material respects with all of the covenants and agreements required to be performed by Seller hereunder at or prior to the Closing;

(c) Adverse Claims. There will be no Proceeding before any Governmental Entity pending or Threatened wherein an unfavorable Order could prevent or adversely affect the consummation of the Closing Transactions or the operation of the Business and ownership of Transferred Assets by Buyer thereafter, result in any of the Closing Transactions being declared unlawful or rescinded, require Buyer or any Affiliate thereof to pay any damages or penalty as a result thereof, or have a Material Adverse Effect, and no such Order will be in effect;

(d) Material Adverse Effect. Since the date of this Agreement, there has not occurred a fact, event or circumstance which has, or could reasonably be expected to have, a Material Adverse Effect;

(e) Certificate. A certificate of an executive officer of Seller certifying that each of the conditions set forth in Sections 6.2a), 6.2b) and 6.2d) has been and is satisfied as of the time of the Closing; and

(f) Inventory Check. A copy of the Inventory Check, dated as of the last Sunday prior to Closing, certified by an executive officer of Seller. The Parties agree and acknowledge in order for the condition set forth in this Section 6.2(f) to be satisfied, the Inventory Check must be dated no more than two (2) calendar days prior to the Closing Date.

Section 6.3 Closing Conditions of Seller.

The obligations of Seller to consummate the Closing Transactions are subject to the satisfaction (or waiver by Seller in writing) of the following conditions as of the time of the Closing:

(a) Representations and Warranties. The representations and warranties set forth in Article III will be true and correct in all material respects at and as of the time of the Closing as though then made;

(b) Covenants. Buyer will have performed and complied in all material respects with all of the covenants and agreements required to be performed by Buyer hereunder at or prior to the Closing; and

(c) Certificate. A certificate of an executive officer of Buyer certifying that each of the conditions set forth in Sections 6.3a) and 6.3b) has been and is satisfied as of the time of the Closing.

Article VII

Termination

Section 7.1 Termination.

This Agreement may be terminated at any time prior to Closing:

(a) by mutual written consent of Buyer and Seller;

(b) by either Buyer or Seller, if the Closing shall not have occurred on or before February 19, 2019 (the "Termination Date"), unless extended by written agreement of Buyer and Seller; *provided, however*, that if the Closing shall not have occurred due to the failure of the Bankruptcy Court to enter the Sale Order, then neither the Buyer nor the Seller has the right to terminate this Agreement under this Section 7.1(b) prior to March 5, 2019, subject to extension by written agreement of Buyer and Seller; *provided, further*, that the right to terminate this Agreement under this Section 7.1(b) shall not be available to any Party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or prior to such date;

(c) by Buyer or Seller, if (i) any Governmental Entity shall have issued an Order or ruling or taken any other action restraining, enjoining or otherwise prohibiting the Closing and such Order, ruling or other action shall have become final and nonappealable, including causing the condition in Section 6.2(c) to become incapable of being satisfied, or (ii) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited;

(d) by Seller (i) in the event that Buyer has breached any representation, warranty, covenant or agreement contained in this Agreement in any respect which would cause the conditions set forth in Sections 6.3a) or 6.3b) to be unable to be satisfied as of the date of the written notice contemplated by clause (y) below, (y) Seller has notified Buyer, in writing, of such breach, and (z) the breach has continued without cure for a period of twenty (20) days after Buyer's receipt of the written notice of breach; or (ii) the conditions set forth in Section 6.3 become incapable of being satisfied by the Termination Date, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(e) by Buyer (i) in the event that Seller has breached any representation, warranty, covenant or agreement contained in this Agreement in any respect which would cause the condition set forth in Sections 6.2a) or 6.2b) to be unable to be satisfied as of the date of the written notice contemplated by clause (y) below, (y) Buyer has notified Seller, in writing, of such breach, and (z) the breach has continued without cure for a period of twenty (20) days after such Party's receipt of the written notice of breach and (ii) the conditions set forth in Section 6.2 become incapable of being satisfied by the Termination Date, unless such failure shall be due to

the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(f) by Buyer, if (i) the Bankruptcy Cases are dismissed or converted to cases under chapter 7 of the Bankruptcy Code and neither such dismissal nor conversion expressly contemplates the Closing Transaction or (ii) a trustee is appointed with expanded powers for Seller and such trustee rejects the Transaction;

(g) by Buyer, if the Bidding Procedures Order has not been entered prior January 25, 2019 or does not contain approval of the Breakup Fee; or

(h) by either Seller or Buyer, if Seller enters into a definitive agreement with respect to an Alternative Transaction that constitutes a Competing Bid (other than the highest or best offer at the Auction as determined in Seller's sole discretion), upon entry by the Bankruptcy Court of an Order approving such agreement, or if Seller consummates a Competing Bid with the successful bidder at the Auction.

Section 7.2 Effect of Termination.

If this Agreement is terminated as provided in Section 7.1, then this Agreement will forthwith become void and there will be no Liability on the part of any Party to any other Party or any other Person in respect thereof, *provided*, that:

(a) the obligations of the Parties described in Section 4.7(a) (Press Release and Announcements) will survive any such termination;

(b) the obligations of the Parties described in Section 5.1 (Approval of Break-Up Fee) will survive any such termination;

(c) the agreements of the Parties described in Section 10.2 (Notices), Section 10.5 (No Strict Construction), Section 10.11 (Governing Law), Section 10.12 (Specific Performance), 10.15 (Waiver of Jury Trial) and 10.16 (Submission to Jurisdiction);

(d) no such termination will relieve Buyer or Seller from Liability for any willful or intentional breach of any representation, warranty, covenant or agreement set forth in this Agreement prior to such termination; and

(e) Buyer shall be entitled to the prompt return of the Good Faith Deposit and any interest thereon; *provided*, that, if this Agreement is terminated by Seller in accordance with Section 7.1(d), Seller shall be entitled, as their sole and exclusive remedy for any breach of this Agreement by Buyer, to the prompt release of, and thereafter to retain, the Good Faith Deposit. Buyer expressly agrees that Sellers' right to the Good Faith Deposit (whether or not such Good Faith Deposit has been delivered by Buyer to the Escrow Agent pursuant to Section 1.2(a) as of such date of termination) represents a reasonable estimation of Sellers' damages, that actual damages may be difficult to ascertain, and that this provision does not constitute a penalty.

Article VIII

Survival

Section 8.1 Survival.

(a) All representations, warranties, and covenants contained in this Agreement shall not survive beyond the Closing Date such that, no claim for breach, or failure to be true and correct, of any such representation or warranty, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought after the Closing Date by any Person with respect thereto and there will be no liability in respect thereof, whether such liability has accrued prior to, on or after the Closing, except for those covenants and agreements contained herein that by their express terms apply or are to be performed in whole or in part after the Closing.

(b) Notwithstanding anything to the contrary herein, nothing in this Agreement or otherwise shall operate to limit any rights or remedies of Buyer against any Person out of relating to such Person's actual fraud with respect to the representations and warranties made in this Agreement or in any certificate delivered pursuant to this Agreement.

Article IX

Definitions

Section 9.1 Defined Terms.

In this Agreement, the following terms shall have the following respective meanings:

"Active Employees" has the meaning set forth in Section 4.12(a).

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Allocation Statement" has the meaning set forth in Section 1.6.

"Alternative Transaction" means the sale, transfer or other disposition, directly or indirectly, including through an asset sale, liquidation, share sale, sale agreement, merger, amalgamation, foreclosure or other similar transaction, including any plan of reorganization or plan of liquidation (whether under a Chapter 11 or Chapter 7 proceeding or otherwise), or resulting from the Auction, of any material portion of the Business or all or substantially all of the equity interests of Seller, in a single transaction or series of transactions, with one or more Persons other than Buyer and/or its Affiliates, including Hilco Global and/or its Affiliates.

"Assignment and Assumption of Leases" has the meaning set forth in Section 1.1(c).

"Assumed Contracts" means the Leases and those Contracts specifically listed on Schedule A attached hereto.

"Assumed Liabilities" means any obligations of Seller or its Subsidiaries related to the Business with regard to or arising out of the Transferred Assets and the liabilities associated with any Assumed Plan if any, set forth on Schedule 2.15(a).

"Assumed Plan" has the meaning set forth in Section 2.13(a).

"Assumption Agreement" has the meaning set forth in Section 1.1(c).

"Auction" has the meaning set forth in Section 5.4.

"Back-up Termination Date" means the first to occur of (i) thirty (30) days after the entry of an Order approving an Alternative Transaction, (ii) sixty (60) days after the completion of the Auction, (iii) the Termination Date, (iv) consummation of the transaction with the winning bidder at the Auction or (v) Buyer's receipt of notice from Seller of the release by Seller of Buyer's obligations under Section 5.4.

"Bankruptcy and Equity Exception" means the effect on enforceability of (a) any applicable Law relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Law relating to or affecting creditors' rights generally and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

"Bankruptcy Cases" has the meaning set forth in the recitals.

"Bankruptcy Code" has the meaning set forth in the recitals.

"Bankruptcy Court" has the meaning set forth in the recitals.

"Bankruptcy Milestones" has the meaning set forth in Section 5.5.

"Benefit Plan" means any "employee benefit plan" (as such term is defined in ERISA § 3(3) regardless of whether such plan is subject to ERISA) and any other benefit or compensation plan, program, policy, agreement or arrangement of any kind, including any any plan, program, agreement, arrangement, policy or practice that is a pension, profit-sharing, savings, retirement, employment, consulting, severance pay, termination, executive compensation, incentive compensation, deferred compensation, bonus, stock purchase, stock option, profits interest, phantom stock or other equity or equity-based compensation, change in control, retention, salary continuation, commission, Tax gross-up or reimbursement, vacation, holiday, sick leave, disability, death benefit, group insurance, hospitalization, medical, dental, life (including all individual life insurance policies as to which Seller or its Subsidiaries is the owner, the beneficiary, or both), Code Section 125 "cafeteria" or "flexible" benefit, employee

loan, educational assistance or fringe benefit plan, program, agreement, policy, arrangement or practice of any kind, whether written or oral.

"Bid Deadline" has the meaning set forth in Section 5.5(b).

"Bidding Procedures Order" means that certain Order of the Bankruptcy Court in form and substance acceptable to Buyer and Seller, that among other things, establishes the date by which Competing Bids are due.

"Bill of Sale" has the meaning set forth in Section 1.1(c).

"Break-Up Fee" has the meaning set forth in Section 5.1.

"Business" has the meaning set forth in the recitals.

"Business Day" means a day, other than a Saturday or Sunday, on which commercial banks in New York, New York are open for the general transaction of business.

"Business Employees" has the meaning set forth in Section 4.12(a).

"Business Proprietary Rights" has the meaning set forth in the definition of "Transferred Assets" herein.

"Business Systems" has the meaning set forth in Section 2.9(d).

"Buyer" has the meaning set forth in the preamble to this Agreement.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

"Closing" has the meaning set forth in Section 1.2.

"Closing Date" has the meaning set forth in Section 1.2.

"Closing Transactions" has the meaning set forth in Section 1.4.

"COBRA" has the meaning set forth in Section 2.14(e).

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Competing Bid" has the meaning set forth in Section 5.2.

"Computer Set-Up" means a laptop or desktop computer, monitors, keyboard, mouse and related wires and hardware of the Business used by a Transferred Employee located at the Home Office.

"Confidential Information" has the meaning set forth in Section 4.7(b).

“Consent” means any consent, Order, approval, authorization or other action of, or any filing with or notice to or other action with respect to, any Governmental Entity or any other Person which is (a) required or necessary for any of (i) the execution, delivery or performance of this Agreement or any other Transaction Document, (ii) the consummation of any Closing Transaction or other transaction contemplated hereby or thereby or (iii) the conduct of the Business by Buyer after Closing in the same manner as presently conducted or proposed to be conducted by Seller or the holding or utilization of any Transferred Asset thereafter, whether such requirement or necessity arises pursuant to any Law, Contract, License, or Certification (including any of the foregoing which is required in order to prevent a breach of or a default under or a termination or modification of any Contract) or (b) set forth on the attached Schedule 2.4.

“Contract” means any oral or written agreement, contract, instrument, document, lease, license, permit, assignment or other business or commercial arrangement (in each case, including any extension, renewal, amendment or other modification thereof) to which Seller or its Affiliates is party or by which it is bound or to which it or any Transferred Asset is subject or which pertains to the Business.

“Contract Assumption” has the meaning set forth in Section 1.1(c).

“Cure Costs” means any and all amounts, costs or expenses that must be paid or actions or obligations that must be performed or satisfied pursuant to the Bankruptcy Code to effectuate the assumption by Seller, and the assignment to Buyer, of the Assumed Contracts to which Seller or its Subsidiaries is party, as determined by the Bankruptcy Court or agreed to by Seller and the non-Seller counterparty to the applicable Assumed Contract.

“Cure Costs Meetings” means the telephonic meetings held on the afternoons of January 21, 2019 and January 22, 2019 between representatives of Seller and Buyer to determine in good faith the anticipated Cure Costs of the Assumed Contracts.

“Customer Lists” means any and all lists of current and past customers, including any and all information relating in any way to the use of such lists, including (i) Personal Information and (ii) customer purchase history at a transaction level (including with respect to dollar amounts, dates, and items purchased), but excluding from the foregoing any credit card numbers or other information to the extent prohibited by any Data Security Requirements.

“Data Security Requirements” means all of the following to the extent related to privacy, data protection and security, and anti-spam or similar consumer protection matters: (i) all applicable Laws; (ii) Seller’s own policies, rules, and procedures; (iii) applicable industry standards; and (iv) contractual obligations of the Seller (including with respect to the Payment Card Industry (PCI) Data Security Standard).

“Distribution Center” means that certain distribution center operated by Seller in Lenexa, Kansas with respect to the Business, which, for the avoidance of doubt, shall include the e-commerce distribution center located at the Distribution Center.

“Environmental and Safety Requirements” shall mean, whenever in effect, all federal, state, local and foreign statutes, regulations, ordinances and other provisions having the force or effect of law, all judicial and administrative Orders and determinations, all contractual obligations and all common law, in each case concerning public health and safety, worker health and safety, or pollution or protection of the environment.

“Equity Interests” means issued and outstanding capital stock, partnership interests, limited liability company interests or other indicia of equity ownership (including any profits interest).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Escrow Agent” means PNC Bank, N.A..

“Escrow Agreement” means the Escrow Agreement, by and among the Escrow Agent, Buyer and Seller, in a form reasonably satisfactory to Buyer.

“Excluded Assets” means all assets of Seller or its Affiliates other than the Transferred Assets.

“Excluded Employee Liabilities” shall mean all:

(a) any obligations of Seller or any of its Affiliates to contribute to, make payments with respect to, or provide benefits under any Benefit Plan (other than an Assumed Plan); (ii) any and all Liabilities of Seller or its ERISA Affiliates arising out of, relating to, or resulting from any Benefit Plan subject to Title IV of ERISA (including any multiemployer plan as defined in Section 3(37) or 4001(a)(3) of ERISA) or any Benefit Plan providing for retiree health, welfare or other post-employment benefits; and (iii) any and all Liabilities of Seller under or in respect of any employee benefit plan pursuant to any statute or regulation that imposes Liability on a “controlled group” or similar basis (as used in Section 4001 of ERISA or Section 414 of the Code or similar Law or Regulation), as a result of a Seller being an ERISA Affiliate (or term of like import) prior to the Closing Date with respect to any other Person;

(b) any and all Liabilities of Seller or its Affiliates arising out of, relating to, or resulting from the services or termination of services with Seller or its Affiliates of any Person, or with respect to any applicant for employment or other prospective employee, including (i) payments, benefits or entitlements that Seller or any of its Affiliates owe to any such current or former employee, including (A) wages, salary, bonus or other remuneration, (B) insurance premiums and (C) benefits, insurance premiums, or other payments (statutory or otherwise) under any pension, profit-sharing, savings, retirement, employment, consulting, severance, termination, executive compensation, incentive compensation, deferred compensation, bonus, stock purchase, stock option, profits interest, phantom stock or other equity and equity-based compensation, change-in-control, retention, salary continuation, commission, Tax gross-up or reimbursement, vacation, holiday, sick leave, disability, unemployment benefit, death benefit, group insurance, hospitalization, medical, dental, life, Code Section 125 “cafeteria” or “flexible” benefit, employee loan, educational assistance or fringe benefit plan, program, agreement, policy, arrangement or practice of any kind (including COBRA benefits); (ii) any and all

Liabilities under the WARN Act or any other labor or employment laws arising out of, relating to, or resulting from actions, inactions or practices of Seller or any of its Affiliates; (iii) any and all Liabilities to the extent arising out of, relating to, or resulting from workers' compensation claims and occupational health claims against Seller or any of its Affiliates or related to the Acquired Assets (including and with respect to Transferred Employees and former employees of Seller who worked or who were employed at the Business); and (iv) any misclassification prior to Closing of any such Person as an independent contractor rather than as an employee;

(c) any and all Liabilities arising out of, relating to, or resulting from (i) any employment, severance, retention, termination or similar Contract with any current or former employee, including any obligation to provide any Tax gross-up or other payment as a result of the imposition of any excise Tax required by Section 4999 of the Code or any Taxes required by Section 409A of the Code; and (ii) any current, former or negotiated collective bargaining agreement, works council or similar employee representative agreements; and

(d) any and all Liabilities arising out of, relating to, or resulting from any lawsuits, grievances, unfair labor practice charges, arbitrations, charges, investigations, hearings, actions, Claims or proceedings (including any administrative investigations, charges, Claims, actions or proceedings) relating to any Liabilities described in clauses (a) through (c) above.

"Excluded Liabilities" means all Liabilities and obligations of Seller or its respective Affiliates (or otherwise relating to Seller, its Affiliates, the Business or the Transferred Assets) other than the Assumed Liabilities, including all Liabilities and obligations:

(a) any Excluded Employee Liabilities;

(b) relating to product warranty or other warranty Liabilities of Seller with respect to any products, merchandise or services of the Business sold or rendered on or prior to the Closing Date, including product recalls as a result of design defects or defective materials; it being understood and agreed that any such claim or Liability asserted after the Closing Date arising out of any such sale or service prior to the Closing Date shall be considered to be a claim against or a Liability of Seller and therefore not assumed hereunder by Buyer, except for product warranty Liabilities explicitly included in Assumed Liabilities;

(c) relating to any claims (whether asserted before or after the Closing Date) for any breach of a representation, warranty or covenant, or for any claim for indemnification, contained in any Assumed Contract agreed to be performed pursuant to this Agreement by Buyer, to the extent that such breach or claim arises out of or by virtue of Seller's performance or nonperformance thereunder prior to the Closing Date, it being understood that, as between the Parties hereto, this subsection shall apply notwithstanding any provision which may be contained in any form of consent to the assignment of any such Assumed Contract, which by its terms, imposes such Liabilities upon Buyer and which assignment is accepted by Buyer notwithstanding the presence of such a provision, and that Seller's failure to discharge any such Liability shall entitle Buyer to indemnification in accordance with the provisions of Article VIII hereof;

(d) relating to any Liabilities of Seller with respect to Seller's failure to take reasonable steps to safeguard the Business Proprietary Rights or the Business Systems used in the Business by Seller;

(e) relating to Liabilities of Seller for injury to or death of persons or damage to or destruction of property (including any worker's compensation claim) with respect to acts or omissions by Seller which occur on or prior to the Closing Date regardless of when said claim or Liability is asserted, including any claim for consequential damages in connection with the foregoing; it being understood and agreed that any such claim or Liability asserted after the Closing Date, but arising from acts or omissions by Seller which occur before the Closing Date shall be considered to be a claim against or a Liability of Seller for injury to or death of persons or damages to or destruction of property and therefore not assumed hereunder by Buyer;

(f) of Seller arising out of or relating to infringement, misappropriation of or other conflict with the Proprietary Rights of any Person to the extent the same arise out of acts or omissions occurring on or prior to the Closing Date;

(g) arising out of violations occurring on or prior to the Closing Date of any Law;

(h) arising out of or relating to any Environmental and Safety Requirement, except to the extent the conditions underlying such Liability or obligation are first created or first caused by Buyer's operation of the Business after the Closing Date;

(i) in respect of any Proceeding involving Seller or related to the Business or any Transferred Asset arising on or prior to the Closing Date (whether asserted or commenced before or after the Closing Date);

(j) relating to the Excluded Assets;

(k) with respect to Indebtedness of Seller or dividends payable by Seller whether incurred or accrued before or after the Closing Date;

(l) relating to the Equity Interests of Seller, or any shareholders agreement or partnership operating agreement to which Seller is party;

(m) relating to obligations of Seller under this Agreement or any Transaction Document;

(n) relating to any transactions between Seller and any of its Insiders whether occurring before or after the Closing Date;

(o) for or on account of any Tax;

(p) for any Transfer Taxes imposed in connection with the transactions contemplated by this Agreement;

(q) under capitalized leases with respect to which Seller is liable, contingently or otherwise, as obligor, guarantor or otherwise, or with respect to which Seller assures a creditor against loss;

(r) relating to Liens on the Transferred Assets arising on or before the Closing Date;

(s) any amounts payable for fees or expenses incurred by Seller in respect to this Agreement, any other Transaction Document or agreement contemplated hereby and/or the transactions contemplated hereby and thereby or otherwise in connection with Seller's sale of the Business, and all amounts payable in connection with any employee transaction bonuses;

(t) any amounts payable to any Affiliate of Seller;

(u) relating to (i) any substance (including any hazardous substance) treated, stored, disposed of, handled, released, or exposed by Seller or the Business or (ii) the ownership or operation of any property or facility which is or has been contaminated by any substance, in each case, that would give rise to any current or future Liabilities, including any investigative, corrective or remedial obligations, pursuant to CERCLA or any other Environmental and Safety Requirements; and

(v) without limitation by the specific enumeration of the foregoing, any other obligation or Liability not expressly included in the definition of Assumed Liabilities.

"Family" has the meaning set forth in the definition of **"Affiliate"** herein.

"GAAP" means U.S. generally accepted accounting principles, as in effect from time to time.

"Good Faith Deposit" has the meaning set forth in **Section 1.2(a)**.

"Governmental Entity" means any government, agency, governmental department, commission, board, body, department, authority, bureau, court, arbitration panel or instrumentality of the United States of America or any other country or any state or other political subdivision thereof (whether now or hereafter constituted and/or existing) and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Home Office" means Seller's home office located at 4600 Madison Avenue, Floors 4 and 5, Kansas City, Missouri 64112.

"Home Office Hardware Amount" \$15,000.

"Improvements" has the meaning set forth in **Section 2.7(d)**.

"Inactive Employees" has the meaning set forth in **Section 4.12(a)**.

“Indebtedness” means, without duplication, (i) any indebtedness for borrowed money or issued in substitution for or exchange of indebtedness for borrowed money, (ii) any indebtedness evidenced by any note, bond, mortgage, debenture or other debt security, (iii) any indebtedness for the deferred purchase price of property or services with respect to which a Person is liable, contingently or otherwise, as obligor or otherwise (other than trade payables and other current liabilities incurred in the Ordinary Course), (iv) any commitment by which a Person assures a creditor against loss (including contingent reimbursement obligations with respect to letters of credit), (v) any indebtedness guaranteed in any manner by a Person (including guarantees in the form of an agreement to repurchase or reimburse), (vi) any indebtedness secured by a Lien on a Person’s assets, (vii) any obligations of a Person under capitalized leases according to GAAP, (viii) any payment to be made pursuant to sale-leaseback transactions, (ix) any payment to be made pursuant to a non-compete payment obligation or change of control payment obligation, (x) net Liabilities associated with reconciled intercompany balances, (xi) Liabilities related to acquisition of or by Seller and including earn-out or similar contingent purchase amounts, (xii) any unsatisfied obligation for “withdrawal liability” to a “multiemployer plan” as such terms are defined under ERISA and (xiii) any amounts outstanding under any letters of credit, bankers acceptance or similar instrument, in each case, including interest, fees and prepayment premiums or penalties thereon.

“Insider” means any stockholder, partner, member, officer or director (or similar official) of Seller, any Affiliate or natural or adoptive member of the immediate family of any of the foregoing Persons, or any Person in which any of the foregoing Persons directly or indirectly owns any material beneficial interest. The “immediate family” of any individual means such individual’s (and such individual’s present or former spouse’s) grandparents, parents, spouse, siblings, children and grandchildren.

“Inventory” has the meaning set forth in the definition of “Transferred Assets” herein.

“Inventory Check” means a physical inventory count of the Inventory at the Leased Real Properties and Distribution Center (which inventory count shall include, at a minimum, the book value, type, quantity and rating of each item of Inventory) as of a Sunday, performed in good faith by Seller’s employees at Seller’s sole cost and expense and, if Buyer so elects, overseen by Buyer’s representatives (at Buyer’s sole cost and expense).

“Investigating Parties” has the meaning set forth in Section 4.2.

“IP Assignment” has the meaning set forth in Section 1.1(c).

“IRS” has the meaning set forth in Section 2.15(c).

“Knowledge” or **“Known”** means, with respect to any Person, that such Person will be deemed to have **“Knowledge”** of a particular fact or other matter if (i) such Person is actually aware of such fact or other matter; or (ii) a prudent Person could be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonably comprehensive investigation concerning the existence of such fact or other matter. Without limiting the foregoing, Seller will be deemed to have **“Knowledge”** of a particular fact or other

matter if Timothy Boates, Caryn Lerner and Chris Struempler has Knowledge of such fact or other matter.

“Laws” means all federal, state and local laws, statutes, codes, ordinances, regulations, rules, Orders, judgments, writs, injunctions, acts or decrees of any Governmental Entity, including common law.

“Leased Real Property” has the meaning set forth in the definition of “Transferred Assets” herein.

“Leasehold Improvements” has the meaning set forth in the definition of “Transferred Assets” herein.

“Leases” has the meaning set forth in the definition of “Transferred Assets” herein.

“Liability” means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

“Licenses” has the meaning set forth in the definition of “Transferred Assets” herein.

“Lien” means any mortgage, pledge, hypothecation, lien (as defined in Section 101(37) of the Bankruptcy Code or otherwise), preference, priority, charge, adverse claim of ownership or use, restriction on transfer (such as a right of first refusal or similar right), defect of title, security interest or other encumbrance of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing and any assignment or deposit arrangement in the nature of a security device).

“Mark” or “Marks” has the meaning set forth in the definition of “Proprietary Rights” herein.

“Material Adverse Effect” means a material adverse effect on the Business, the Transferred Assets or the business, operations, financial condition, prospects or results of operations of the Business, taken as a whole, or on the ability of Seller to perform its material obligations under this Agreement or any other Transaction Document; *provided, that* the filing or pendency of the Bankruptcy Cases, any Order of the Bankruptcy Court, and any actions or omissions of Seller in compliance with such Orders will not, either alone in combination, constitute a Material Adverse Effect.

“Material Interest” has the meaning set forth in the definition of “Affiliate” herein.

“Non-Transferred Employees” has the meaning set forth in Section 4.12(a).

"Order" means any order, writ, judgment, injunction, temporary restraining order, decree, stipulation, determination or award entered by or with any Government Authority.

"Ordinary Course" means, (a) with respect to Seller, consistent with Seller's conduct and operations as of November 15, 2018 and (b) with respect to any other Person, an action taken by such Person will be deemed to have been taken in the **"Ordinary Course"** only if (i) such action is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person; (ii) such action is not required to be authorized by the board of directors of such Person (or by any Person or group of Persons exercising similar authority) and is not required to be specifically authorized by the parent company (if any) or equityholders of such Person; and (iii) such action is similar in nature and magnitude to actions customarily taken, without any authorization by the board of directors (or by any Person or group of Persons exercising similar authority), in the ordinary course of the normal day-to-day operations of other Persons that are in the same line of business as such Person.

"Party" or **"Parties"** has the meaning set forth in the preamble to this Agreement.

"Permitted Liens" means:

(w) Liens on Transferred Assets arising by operation of Law and securing the payment of Taxes which are not yet due and payable;

(x) the lessors' and sublessors' rights under leases of personal property by Seller as lessee which are part of the Transferred Assets;

(y) mechanics', carriers', workers', repairers', and similar non-consensual Liens arising by operation of Law and relating to obligations which are incurred in the Ordinary Course and which secure only Assumed Liabilities which are not yet due and payable.

"Person" means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any Governmental Entity or any similar entity.

"Personal Information" means a Person's name, street address, telephone number, e-mail address, social security number, driver's license number, passport number, credit card number, or user or account number, or any other piece of information that, individually or when combined with other information, allows the identification of a Person or is otherwise considered personally identifiable information or personal data protected under any applicable Law.

"Petition Date" has the meaning set forth in the recitals.

"Plan" and **"Plans"** each have the meaning set forth in Section 2.13.

"Proceeding" means any action, arbitration, audit, charge, claim, complaint, decree, demand, dispute, hearing, investigation, judgment, litigation, Order or suit (whether civil,

criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Entity or arbitrator.

“Proprietary Rights” means all of the following items and all corresponding rights, throughout the world: (i) patents, patent applications, patent disclosures and inventions and all industrial designs registrations and applications (including utility model rights, design rights and industrial property rights) and any reissue, continuation, continuation-in-part, divisional, revision, extension or reexamination of the foregoing; (ii) trademarks, service marks, certification marks, trade dress, logos, trade names, slogans, Internet domain names and corporate names, social media identifiers (e.g., a Twitter handle, Facebook page, etc.), all registrations, applications and renewals for any of the foregoing, and all goodwill associated with the foregoing (collectively, **“Marks”**); (iii) copyrights and other works of authorship (whether or not copyrightable, including “look and feel”) and moral rights, and all registrations, applications and renewals for any of the foregoing; (iv) trade secrets and other confidential information (including know-how, processes, techniques, methods, financial, business and marketing plans, and customer and supplier lists and related information (including Customer Lists)); (v) computer software and software systems (including source code, data, databases, tools, applets and related documentation) (collectively, **“Software”**); (vi) rights of publicity and privacy, including the right to use names, likenesses, voices and biographical information of real Persons; (vii) other intellectual property and proprietary rights; or (viii) all copies and tangible embodiments of the foregoing (in whatever form or medium).

“Purchase Price” means an amount equal to (i) \$4,650,000, plus (ii) an amount equal to the Register Cash plus (iii) an amount equal to the Home Office Hardware Amount plus (iv) the book value of the DC Closing Inventory selected by Buyer in the DC Purchase Order plus (v) the book value of the DC Post-Closing Inventory selected by Buyer in the DC Purchase Order (such amount the **“DC Post-Closing Inventory Amount”**); provided, that, if the DC Post-Closing Inventory selected by Buyer in the DC Purchase Order is no longer at the Distribution Center (or has not been delivered or is not in transit to the applicable Leased Real Property) on the Closing Date (the **“Missing DC Post-Closing Inventory”**), the DC Post-Closing Inventory Amount shall be decreased by the aggregate book value of the Missing DC Post-Closing Inventory; provided, further, that if the book value of the Inventory, as set forth in the Inventory Check delivered pursuant to Section 6.2(f), at the Leased Real Properties other than the Distribution Center is less than \$4,450,000 in the aggregate, the Purchase Price shall be decreased by the amount that such book value of the Inventory is less than \$4,450,000.

“Real Property” has the meaning set forth in Section 2.7(e).

“Register Cash” has the meaning set forth in the definition of **“Transferred Assets”** herein.

“Relevant Group” means any affiliated, combined, consolidated, unitary or other group for Tax purposes of which Seller is or was a member.

“Sale Motion” means the motion or motions of Seller, in form and substance acceptable to Buyer and Seller, seeking approval and entry of the Bidding Procedures Order and Sale Order pursuant to Section 363(f) of the Bankruptcy Order.

"Sale Order" means an Order or Orders of the Bankruptcy Court, in form and substance acceptable to Buyer and Seller, approving this Agreement and the terms and conditions hereof, approving and authorizing Seller to consummate the Closing Transactions, and determining that Buyer is a good faith purchaser within the meaning of Section 363(m) of the Bankruptcy Code pursuant to Section 363(f) of the Bankruptcy Order.

"Schedules" has the meaning set forth in the preamble to Article II.

"Securities Act" means the Securities Act of 1933, as amended.

"Seller" has the meaning set forth in the preamble to this Agreement.

"Seller Benefit Plans" has the meaning set forth in Section 4.12(b).

"Software" has the meaning set forth in the definition of "Proprietary Rights" herein.

"Statement" has the meaning set forth in Section 1.2(a).

"Subsidiary" means, with respect to any Person, any corporation, company, limited liability company, partnership, association, or other business entity of which (i) if a corporation or a company, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or (ii) if a limited liability company, partnership, association, or other business entity (other than a corporation or a company), a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof and for this purpose, a Person or Persons own a majority ownership interest in such a business entity (other than a corporation or a company) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be a, or control any, managing director or general partner of such business entity (other than a corporation or a company). The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

"Tax" (and, with correlative meaning, **"Taxes," "Taxable"** and **"Taxing"**) means (i) any federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profits, environmental (including under Section 59A of the Code), customs, duty, real property, real property gains, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding or other tax assessment, fees, levy or other governmental charge of any kind whatever, whether disputed or not, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing; (ii) any liability for or in respect of the payment of any amount of a type described in clause (i) of this definition arising as a result of being or having been a member of any Relevant Group and (iii) any liability for or in respect of the payment of any amount of a type described in clauses (i) or (ii) of this definition as a transferee or successor, by contract or otherwise.

"Tax Return" means any return, declaration, report, claim for refund, information return or other document (including any related or supporting schedules, statements or information) filed or required to be filed in connection with the determination, assessment or collection of Taxes or the administration of any Law relating to any Taxes.

"Taxing Authority" means any Governmental Entity having or purporting to exercise jurisdiction with respect to any Tax.

"Termination Date" has the meaning set forth in Section 7.1(b).

"Threatened" means, in the case of a Proceeding, such Proceeding will be deemed to have been **"Threatened"** if any demand or statement has been made (in writing, or to Seller's Knowledge, oral) or any notice has been given (in writing, or to Seller's Knowledge, oral), or if any other event has occurred or any other circumstances exist, that would lead a prudent Person to conclude that such a Proceeding is likely to be asserted, commenced, taken, or otherwise pursued in the future.

"Transaction Documents" means this Agreement, the Bill of Sale, the IP Assignment(s), the Assignment and Assumption of Leases and the Assumption Agreement.

"Transfer Taxes" means any sales, use, transfer, real property transfer, filing, recording, stock transfer, stamp, stamp duty reserve, value added, documentary or other similar Taxes.

"Transferred Assets" means Seller's and its Subsidiaries' rights, title and interest in, to and under each and all of the following assets, rights and properties of the Business (whether real, personal or mixed, tangible and intangible, and of every kind, character and description):

(a) **Inventory**. All inventories of the Business (including, but not limited to, all inventory, retail merchandise and salon supplies), which are held for use at the Leased Real Property or for e-commerce, whether held at such Leased Real Property or at the Distribution Center ("**Inventory**"), together with all rights of Seller and its Subsidiaries against suppliers of such inventories; provided, that, with respect to such inventories other than e-commerce inventories which are held at the Distribution Center, only that portion of such inventories as set forth in a purchase order (the "**DC Purchase Order**") submitted within two (2) Business Days after the date of this Agreement by Buyer to Seller shall be included as Transferred Assets (provided further, that, the Inventory selected by Buyer in the DC Purchase Order shall have a book value of at least \$1,000,000 in the aggregate, which shall be comprised of at least \$500,000 of Inventory selected as Closing Inventory (the "**DC Closing Inventory**") and at least \$500,000 of Inventory selected as post-Closing Inventory (the "**DC Post-Closing Inventory**"));

(b) **Tangible Personal Property**. In addition to the Inventory separately described above, all incidentals (including, but not limited to, shopping bags, gift cards, service menus, paper goods, sign holders and other items, whether or not containing Business Proprietary Rights thereon) equipment, furniture, fixtures, machines, hardware, networks, office materials and supplies, spare parts and other tangible personal property of every kind and description owned,

leased or subleased as of the date of this Agreement by Seller and its Subsidiaries and used, or held for use, in the conduct of the Business at the Leased Real Property;

(c) Register Cash. All cash which is held at the Leased Real Property ("Register Cash");

(d) Contracts. All Contracts relating to the Business to which Seller or one or more of its Subsidiaries is a party or otherwise bound on the Closing Date including those Assumed Contracts set forth on Schedule A;

(e) Proprietary Rights. All Proprietary Rights, and all goodwill associated therewith, owned by Seller and its Subsidiaries, or used, or held for use by Seller and its Subsidiaries, in connection with the Business, including the items set forth on Schedule B, together with all rights to collect income, royalties, damages, products, proceeds and payments due or payable at the Closing or thereafter with respect to the foregoing, including, for clarity, all goodwill associated with the foregoing, and all claims against third parties for past, present or future infringements or misappropriations thereof or other conflicts therewith, the right to sue and recover for past, present or future infringements or misappropriations of or other conflicts with any of the foregoing, the right to recover damages or lost profits in connection therewith, and all corresponding rights throughout the world (the "Business Proprietary Rights");

(f) Files and Records. All files, data and other records of Seller and its Subsidiaries which relate to the Business, including all Customer Lists and other lists and records pertaining to customers, e-commerce, members, suppliers, distributors, personnel and agents, all related books, records, accounts, passwords, canceled checks, payment records, Tax Returns for the Business and other Tax records relating to the Business (including payroll, unemployment, real estate, and other records relating to Tax, and all other similar books and records of Seller relating to the Business other than to the extent relating exclusively to any Excluded Asset or Excluded Liability);

(g) Prepaid Items. All prepaid expenses (including Taxes, deposits and other similar assets related to or made in connection with any of the Transferred Assets or the Business);

(h) Licenses. All licenses, permits, franchises, certificates, and other authorizations issued by any Governmental Entity issued to or held by Seller and its Subsidiaries with respect to the Business, including all applications therefor and all renewals, extensions, or modifications thereof and additions thereto (collectively, the "Licenses");

(i) Communications. All transferable telephone exchange numbers, the right to receive and retain mail and other communications and collections, including the right to retain mail and communications from distributors, agents and all others, in each case relating to the Business;

(j) E-Commerce. All assets, rights and properties of the Business related to e-commerce.

(k) Certifications. All certifications, ratings, listings and similar rights or benefits obtained from any customer, product certification organization or Governmental Entity related to, or in connection with, the Business or the Transferred Assets;

(l) Leases. All of Seller's and its Subsidiaries' right, title and interest in all leases, subleases, licenses, concessions and other agreements (written or oral) (the "Leases"), pursuant to which Seller holds a leasehold or subleasehold estate in, or is granted the right to use or occupy, any land, buildings, structures, improvements, fixtures or other interest in the real property listed on Schedule B (the "Leased Real Property"), including the right to all security deposits and other amounts and instruments deposited by or on behalf of Seller thereunder;

(m) Leasehold Improvements. All buildings, structures, improvements and fixtures located on any Leased Real Property which are owned by Seller and its Subsidiaries, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the Lease for such Leased Real Property (the "Leasehold Improvements");

(n) Home Office Hardware. The Computer Set-Ups, the printers located at the Home Office and all contents located in the server room located on the fourth floor of the Home Office (including, but not limited to, laptops, core switches and routers, disaster recovery systems (including backup cartridges and tape library drives) servers and racking (collectively, the "Home Office Hardware").

(o) Transferred Employees. All Transferred Employees; and

(p) Goodwill. All of Seller's and its Subsidiaries' goodwill in, and going concern value of, the Business or otherwise associated with any of the foregoing.

"Transferred Employees" has the meaning set forth in Section 4.12(a).

"Treasury Regulations" means the regulations promulgated or proposed by the United States Treasury Department under the Code.

Section 9.2 Interpretation.

The terms "hereof," "herein" and "hereunder" and terms of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, exhibit and schedule references contained in this Agreement are references to sections, clauses, exhibits and schedules in or attached to this Agreement, unless otherwise specified. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Agreement has a comparable meaning whether used in a masculine, feminine or gender-neutral form. Each reference in this Agreement to any Law will be deemed to include such Law as it hereafter may be amended, supplemented or modified from time to time and any successor thereto, unless such treatment would be contrary to the express terms of this Agreement. Unless expressly stated otherwise, the word "including" shall mean including without limitation regardless of whether such words are included in some contexts but not others. Any capitalized terms used in any schedule or exhibit

attached hereto and not otherwise defined therein shall have the meanings set forth in this Agreement.

Article X

Miscellaneous

Section 10.1 Amendment and Waiver.

This Agreement may be amended and any provision of this Agreement may be waived; *provided*, that any such amendment or waiver (a) will be binding upon Seller only if such amendment or waiver is set forth in a writing executed by Seller and (b) will be binding upon Buyer only if such amendment or waiver is set forth in a writing executed by Buyer. No course of dealing between or among any Persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof will constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

Section 10.2 Notices.

All notices, demands and other communications given or delivered under this Agreement will be in writing and will be deemed to have been given when personally delivered or delivered by express courier service, by facsimile or e-mail (having obtained confirmation of receipt). Notices, demands and communications to the Parties will, unless another address is specified in writing, be sent to the address indicated below:

To Seller:

BEAUTY BRANDS, LLC
Timothy D. Boates, Chief Restructuring Officer
RAS Management Advisors, LLC
1285 Sharps Cove Road
Gurley, Alabama 35748
Tel: (256) 776-4989
Fax: (401) 846-5989
Email: tboates@rasmanagement.com

with a copy to (which shall not constitute notice to Seller):

Gregory A. Taylor, Esq.
ASHBY & GEDDES PA
500 Delaware Avenue, 8th Floor
Wilmington, DE 19801
Tel: (302) 654-1888
Fax: (302) 654-2067

Email: gtaylor@ashbygeddes.com

To Buyer:

Absolute Beauty, LLC
4600 Madison Avenue
Suite 1500
Kansas City, MO 64112
Attn: Robert Bernstein; David Bernstein
Email: RobertBernstein@b-r.com; davidbernstein@squix.com

with a copy to (which shall not constitute notice to Buyer):

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attn: Leo M. Greenberg, P.C.
Email: leo.greenberg@kirkland.com

with a copy to (which shall not constitute notice to Buyer):

Law Office of Jed Reeg, LLC
11462 W. 177th Terrace
Overland Park, KS 66221
Attn: Jed Reeg
Email: jed@jedreeglaw.com

Section 10.3 Binding Agreement; Assignment.

This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the Parties and their respective successors and assigns; *provided*, that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by Seller without the prior written consent of Buyer. Any such assignment made by Seller without Buyer's prior written consent shall be null and void. Without limiting but subject to the foregoing, Buyer may at any time assign their rights under this Agreement, in whole or in part, (i) to any of its Affiliates, or (ii) to, or for the benefit of, any lender as collateral, which lender shall be permitted to exercise any or all of such rights and transfer and assign all such rights to any purchaser, upon foreclosure or other exercise of remedies as to such collateral.

Section 10.4 Severability.

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

Section 10.5 No Strict Construction.

The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Person by virtue of the authorship of any of the provisions of this Agreement.

Section 10.6 Captions.

The captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and will not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement will be enforced and construed as if no caption had been used in this Agreement.

Section 10.7 Entire Agreement.

This Agreement and the agreements and documents referred to herein contain the entire agreement and understanding among the Parties and supersede any prior understandings, agreements or representations, whether written or oral, which may have related to the subject matter hereof in any way, including any letter of intent.

Section 10.8 Counterparts.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

Section 10.9 Schedules and Exhibits.

All schedules and exhibits attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 10.10 No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the Parties hereto and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the Parties hereto and such permitted successors and assigns, any legal or equitable rights hereunder.

Section 10.11 Governing Law.

Except to the extent the mandatory provisions of the Bankruptcy Code apply, all questions concerning the construction, validity and interpretation of this Agreement (and all schedules and exhibits hereto) will be governed by and construed in accordance with the internal Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

Section 10.12 Specific Performance.

The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not fully and timely perform their respective obligations under or in connection with the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate the transactions contemplated by this Agreement) in accordance with their specific terms or otherwise breach such provisions. Accordingly, in the event of any such breach, each Party and/or its successors or assigns may, in addition to any other rights and remedies existing in their favor, enforce their rights and the other Party's obligations hereunder by an action or actions for specific performance, injunctive and/or other relief, without any requirement of proving actual damages or posting any bond or other security.

Section 10.13 Expenses.

Seller and Buyer each will pay all of their own fees, costs and expenses (including fees, costs and expenses of legal counsel, investment bankers, accountants, brokers or other representatives and consultants and appraisal fees, costs and expenses) in connection with the preparation and negotiation of this Agreement and the transactions contemplated hereby. Seller will prepare and file, on or before the due dates thereof, any required Tax Returns or Tax forms with respect to any Transfer Taxes imposed by any Taxing jurisdiction by reason of the transactions contemplated by this Agreement. Buyer agrees to cooperate with Seller in connection with the preparation and filing thereof. Seller will be solely responsible for all Transfer Taxes imposed by reason of any transaction contemplated by this Agreement. If valuations of any property or leases are required to determine the amount of any Transfer Taxes, Seller and Buyer will reasonably determine such valuations, and the Parties agree that they will not take (or cause to be taken) any position inconsistent with such valuations in connection with any Tax Return or otherwise.

Section 10.14 Parties in Interest.

Nothing in this Agreement, express or implied, is intended to confer on any Person other than the Parties and their respective successors and permitted assigns any rights or remedies under or by virtue of this Agreement.

Section 10.15 Waiver of Jury Trial.

AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT (EACH PARTY HAVING HAD OPPORTUNITY TO CONSULT COUNSEL), EACH PARTY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

Section 10.16 Submission to Jurisdiction.

(a) Each Party hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the federal court of the United States of America sitting in Delaware, and any appellate court thereof, in any Proceeding arising out of or relating

to this Agreement or for recognition or enforcement of any judgment relating to this Agreement, and each of the parties hereby irrevocably and unconditionally agrees that all claims in respect of any such Proceeding may be heard and determined in such court or, to the extent such court does not have jurisdiction, in any state court sitting in Delaware. Each Party agrees that a final judgment in any such Proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Without limitation of either Buyer or Seller's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding; *provided, however*, that, if the Bankruptcy Cases have been closed pursuant to Section 350(a) of the Bankruptcy Code, all Actions and Proceedings arising out of or relating to this Agreement shall be heard and determined in a Delaware state court or a federal court sitting in Wilmington Delaware, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Proceeding.

(c) Each Party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 10.2, *provided*, that such service results in the Party being served actually receiving process. In addition, any Party may be served in accordance with the Laws of the state in which such party may be found or domiciled.

* * * * *

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the date first written above.

BUYER:

ABSOLUTE BEAUTY, LLC

By: 
Name: Robert Bernstein
Title: Chairman

SELLER:

BEAUTY BRANDS, LLC

By: _____
Name:
Title:

{01408587;v3 }

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the date first written above.


BUYER:

ABSOLUTE BEAUTY, LLC

By: _____
Name:
Title:

SELLER:

BEAUTY BRANDS, LLC

By:  _____
Name: TIMOTHY D. BATES
Title: CEO

{01408579;v3 }

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

TRADEMARK
REEL: 006588 FRAME: 0844

Exhibit A

Privacy Policy

[See Attached]

{01408679.v3 }

\$14.99 Litter Sale save up to 72%
(/category/hair/filter+sale.do)

BEAUTY BRANDS (/home.do)

(/store-locator.do) 
stores
tag (/basket-
nav=%2F

menu

Search for a product

BOOK APPOINTMENT

(/CATEGORY/SALON+SERVICES/BOOK+APPOINTMENT.DO)

Customer Service (/Category/Customer+Service.Do) / Privacy And Security

CUSTOMER SERVICE

Privacy and Security

- WHAT INFORMATION DOES BEAUTYBRANDS.COM PROTECT?
- HOW BEAUTYBRANDS.COM PROTECTS YOUR INFORMATION
- HOW BEAUTYBRANDS.COM USES YOUR PERSONAL INFORMATION
- DOES BEAUTYBRANDS.COM SHARE ANY INFORMATION IT COLLECTS WITH OUTSIDE PARTIES?
- HOW DO I REMOVE MY ADDRESS FROM THE BEAUTYBRANDS.COM MAILING LIST?
- WHAT ARE COOKIES? HOW DOES BEAUTYBRANDS.COM USE COOKIES ON THE SITE?
- DOES BEAUTYBRANDS.COM COLLECT PERSONAL INFORMATION FOR CHILDREN UNDER 13 YEARS OF AGE?
- WHAT DOES BEAUTYBRANDS.COM DO WITH SUBMITTED CONTENT?
- WHAT ABOUT LINKS TO OTHER WEBSITES AND SERVICES?
- HOW DO I CONSENT TO THIS PRIVACY POLICY?
- BEAUTYBRANDS.COM USE OF WEB BEACONS
- MAKING A PURCHASE
- HOW DO I CONTACT BEAUTYBRANDS.COM ABOUT THIS PRIVACY POLICY?
- SECURITY
- LICENSE INFORMATION

beautybrands.com values its customers and respects their privacy. Customer information is collected in an effort to improve your online experience and to communicate with you about our products, services, contests and promotions. beautybrands.com only communicates with you in regard to an order placed, or if you register to be notified of special deals or enter a contest or promotion on our website. We do not share, trade or sell your information to anyone outside of beautybrands.com without your prior consent.

This Privacy Policy covers any personal information that beautybrands.com obtains from you when you use our website. We invite you to check back periodically to see if we have made any changes. If we make any material changes, we will post a notice on our homepage. By using our site, you agree to the terms of our policy.

WHAT INFORMATION DOES BEAUTYBRANDS.COM PROTECT?

We need to know your name, email address, mailing address, and credit card or debit card number and expiration date. This allows us to process and fulfill your order and to notify you of your order status.

When you enter a contest or other promotional feature, we may ask for your name, address and email address so we can administer the contest and notify winners. We may also use the information we collect to occasionally notify you about important functionality changes to our website, new beauty brands locations, services and special offers we think you might find valuable.

HOW BEAUTYBRANDS.COM PROTECTS YOUR INFORMATION?

beautybrands.com realizes that our customers trust us to protect their personal information. We take that responsibility seriously. We maintain physical, electronic and procedural safeguards to protect your personal information. For example, we use industry-standard Secure Sockets Layer (SSL) authentication to protect the confidentiality of online transactions made on our site. SSL authentication and encryption of the information that you send to us over the internet help protect your online transaction information from third-party interception.

We never display your full credit card number once it has been entered. We will only reveal the last four digits of your credit card for verification purposes. We urge you to protect your own privacy. We recommend that you do not share your password with anyone or share your log-in information or password in an unsolicited phone call or email. Unfortunately, despite all of our efforts, there is always a risk that third parties may unlawfully intercept transmissions. This reality is true of all internet use. As a result, we cannot guarantee the security of any information you transmit, and you transmit all information at your own risk.

HOW BEAUTYBRANDS.COM USES YOUR PERSONAL INFORMATION

beautybrands.com currently uses the personal information collected for correspondence, record keeping, order shipments, charges and activities on beautybrands.com. The information may also be used for the fulfillment of requested transactions and marketing.

DOES BEAUTYBRANDS.COM SHARE ANY INFORMATION IT COLLECTS WITH OUTSIDE PARTIES?

beautybrands.com does not disclose any personal information collected to outside parties. beautybrands.com may retain outside parties to review certain personal information to advise on demographic and marketing issues. This is typically on an aggregated basis, and only done after such outside parties have agreed to maintain the confidentiality, security and integrity of any personal information obtained.

HOW DO I REMOVE MY ADDRESS FROM THE BEAUTYBRANDS.COM MAILING LIST?

Simply click the "unsubscribe" link that appears at the very top or very bottom of each email. This does NOT opt you out of receiving email correspondence about your orders.

HOW DOES BEAUTYBRANDS.COM USE COOKIES ON THE SITE?

"Cookies" are the small pieces of information that are stored by your browser on your computer's hard drive. We collect some anonymous information about how you use the site by setting and accessing cookies on your computer. These cookies track information such as how often you visit our website, what pages you view, and where you go after you leave the website. The cookies track your computer, not you. They are not connected to any personal information about you. Most web browsers automatically accept cookies, but you can usually change your browser to prevent that. Even without a cookie, you can still use most of the features on beautybrands.com, including placing items in your Shopping Bag and purchasing them.

DOES BEAUTYBRANDS.COM COLLECT PERSONAL INFORMATION FROM CHILDREN UNDER 13 YEARS OF AGE?

beautybrands.com does not accept personally identifiable information from children under 13 years of age, in compliance with the Children's Online Privacy Protection Act (COPPA).

WHAT DOES BEAUTYBRANDS.COM DO WITH SUBMITTED CONTENT?

By submitting any photographs, video, reviews or any other material (the "Material") to beauty brands, you hereby acknowledge and agree to the following: By submitting to beauty brands any Material, you grant beauty brands the right to publish and otherwise use the Material throughout the world in any form or media for a period of one year following receipt by beauty brands of the Material. You have secured all permission necessary for the publishing of the Material in any form or media.

If you are under 13 years of age, you must include written permission from your parents or legal guardian in order to have the Material published in any form of media by beauty brands, and the written permission of parents or legal guardians of other participants under 13 years of age in the Material.

beauty brands shall be under no liability whatsoever to any participants in or other contributors to the Material, or to any third party arising out of the publishing of the Material.

beauty brands shall have no obligation to publish the Material in any form of media. Furthermore, no warranty is given that the content of the Material published in any form of media will correspond in its entirety to any Material you have delivered to beauty brands. beauty brands shall be entitled to make any changes to the Material, as it deems fit. beauty brands shall not be obligated to return the Material to you at any time.

beauty brands shall not be obligated to pay you a fee or compensate you any other way for the publishing of the Material.

WHAT ABOUT LINKS TO OTHER WEBSITES AND SERVICES?

beautybrands.com may link to other websites that are not under our control. These websites have their own privacy policies, which should be reviewed before submitting any personal information. beautybrands.com has no responsibility for linked websites and provides these links solely for the convenience and information of our visitors.

HOW DO I CONSENT TO THIS PRIVACY POLICY?

By using this website, you consent to the collection and use of this information by beautybrands.com. If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

BEAUTYBRANDS.COM USE OF WEB BEACONS

<https://www.beautybrands.com/category/customer+service/privacy+and+security.do#q10>

We have included web beacons on some of our web pages. beautybrands.com uses web beacons to transfer data (such as purchase and site usage history). beautybrands.com may provide this data to companies that assist beautybrands.com in data research and analysis; these companies are prohibited from using this data for any other purpose. The analysis and research helps beautybrands.com to determine customer preferences and improve beautybrands.com offerings. beautybrands.com may also rely upon third parties to assist with the use and implementation of the web beacons.

Definition of web beacon: A web beacon, sometimes called a pixel, is a graphic image or small string of code that is included on web pages or in an email to enable the transfer of data. Web beacons can be used by companies for several purposes, such as reporting website traffic, customer preferences, advertising effectiveness, and general auditing.

MAKING A PURCHASE

When you buy something on beautybrands.com, you have to supply your billing address, phone number, shipping address and credit card or debit card information. By making a purchase, you become a registered user of beautybrands.com. You can choose to store information needed to make a purchase, such as your shipping and billing addresses, in the "MY ACCOUNT (/ACCOUNT/LOGIN.DO)" Profile page. If you change your mind about storing this information, you can amend or delete it by going to the relevant area of the "MY ACCOUNT (/ACCOUNT/LOGIN.DO)" Profile page and following the instructions. You can access this section using your registration password.

HOW DO I CONTACT BEAUTYBRANDS.COM ABOUT THIS PRIVACY POLICY?

If you have any questions regarding our privacy policy, please email CUSTOMERSERVICE@BEAUTYBRANDS.COM (MAILTO:CUSTOMERSERVICE@BEAUTYBRANDS.COM)

SECURITY

beautybrands.com has implemented Secure Socket Layer (SSL) technology — one of the most robust encryption platforms available.

Your credit card or debit card information will be encrypted from the moment you enter it. A browser in secure mode will display a URL beginning "https://" rather than the standard "http://." The "s" stands for "secure."

LICENSE INFORMATION

All beauty brands locations are licensed for all services in each respective state. Current license information is available at each store location and on beautybrands.com. VIEW LICENSE INFORMATION (/TEXT/PDF/CUSTOMERSERVICE/PRIVACY/STORELICENSEINFO.PDF).

Customer Service (/category/customer+service.do)

About Us (/category/customer+service/about+us.do)

Privacy and Security (/category/customer+service/privacy+and+security.do)

Returns and Exchanges (/category/customer+service/returns+and+exchanges.do)

Ordering and Payment (/category/customer+service/ordering+and+payments.do)

Shipping information (/category/customer+service/shipping+information.do)

Contact Us (/category/customer+service/contact+us.do)

Terms of Use (/category/customer+service/terms+of+use.do)

be in the know

Enter your email for special offers

GO



[Customer Service \(/category/customer+service.do\)](#) •
 [Gift Cards \(/jump.do?itemID=5&itemType=LANDING&page=GIFT_CARDS\)](#) •
 [Index \(/hair-bath-skincare-makeup/index.do\)](#) +
 [Order Status \(/account/orderhistory.do\)](#) •
 [Privacy Policy \(/category/customer+service/privacy+and+security.do\)](#) •
 [Take 10 Rewards \(/jump.do?itemID=5&itemType=LANDING&page=TAKE_10_REWARDS\)](#) •

1-877-640-2248 (tel:1-877-640-2248)

© 2019 Beauty Brands, LLC. All rights reserved.

Schedule 2.1: Organization and Power

1. Kansas
2. Texas
3. Colorado
4. Iowa
5. Missouri
6. Illinois

Schedule 2.4: Absence of Conflicts

I. None.

Schedule 2.5: Developments

1. Reduction in force of approximately 40 employees comprised of home office employees and members of the field management team on December 18, 2018
2. Notice of default issued by Pre-Petition Agent on December 20, 2018
3. Commencement of bankruptcy proceedings under chapter 11 of the Bankruptcy Code on January 6, 2019 in the United States Bankruptcy Court for the District of Delaware; Case No. 19-10031 (CSS)
4. The Seller has received the following notices from landlords related to the Leased Real Property listed on Schedule B:
 - a. December 26, 2018 notice of default from Star Development Corp. with respect to leased property located at 8410 N Church Rd., Kansas City, MO 64157
 - b. December 31, 2018 10 day notice of failure to pay rent from Legends Outlets with respect to lease with W-LD Legends Owner VII, LCC for retail premises located at Legends Outlets of Kansas City Shopping Center, Kansas City, KS
 - c. January 2, 2019 notice of default from K1 Realty llc with respect to lease with Falgers, Inc. successor in interest to R.D. Shopping Center, L.L.C. for premises located at 3514 Clinton Parkway, Lawrence, KS 77047
5. On January 28, 2019, the Bankruptcy Court entered an order authorizing the Seller's rejection of the nonresidential real property lease for Store No. 167 effective January 15, 2019 [Docket No. 165].
6. On January 30, 2019, the Seller filed a *Notice of Rejection of Executory Contracts and Unexpired Leases* [Docket No. 188] providing notice of its intent to reject certain employment and bonus agreements and the nonresidential real property lease for Store No. 165 effective January 30, 2019.

Schedule 2.6: Leased Real Property

1. Overland Park (Store No. 101) -- 7501 W 119 Street, Overland Park, KS 66213
 - a. 119th Street, L.L.C. Lease Overland Park, Kansas Pinnacle Center -- Beauty Brands Superstore dated October 21, 1994 between 119th Street, L.L.C. and Beauty Brands, LLC
 - b. First Amendment to 119th Street, L.L.C. Lease dated 1995 between 119th Street, L.L.C. and Beauty Brands, LLC
 - c. Lease Extension and Modification Agreement dated July 10, 2000 between Passco Property Management, Inc. and Beauty Brands, LLC
 - d. Third Lease Extension and Modification Agreement dated July 25, 2006 between 119th Street, L.L.C. and Beauty Brands, LLC
 - e. Fourth Amendment to Lease (Pinnacle Village) dated August 19, 2011 between Passco Property Management, Inc. and Beauty Brands, LLC
 - f. Fifth Amendment to Lease (Pinnacle Village) dated February 29, 2016 between Passco Management Services, LO and Beauty Brands, LLC

2. Lee's Summit (Store No. 102) -- 951 NE Rice Rd, Lee's Summit, MO 64086
 - a. Lease Agreement dated October 31, 1995 between Tudor Shops, L.L.C. and Beauty Brands, LLC
 - b. First Amendment to Lease Agreement dated December 5, 1999 between Tudor Shops, L.L.C. and Beauty Brands, LLC
 - c. Second Amendment to Lease Agreement dated March 10, 2000 between Tudor Shops, L.L.C. and Beauty Brands, LLC
 - d. Third Amendment to Lease Agreement dated August 30, 2005 between Tudor Shops, L.L.C. and Beauty Brands, LLC
 - e. Fourth Amendment to Lease dated February 2010 between Tudor Shops, L.L.C. and Beauty Brands, LLC
 - f. Fifth Amendment to Lease Agreement dated January 27, 2016 between Tudor Shops, L.L.C. and Beauty Brands, LLC

3. Lawrence (Store No. 103) -- 3514 Clinton Pkwy., Suite J, Lawrence, KS 66047
 - a. Lease Agreement dated June 5, 1996 between R.D. Shopping Center, L.L.C. and Beauty Brands, LLC
 - b. Lease Renewal/Amendment #1 dated October 23, 2001 between R.D. Shopping Center, L.L.C. and Beauty Brands, LLC
 - c. Second Lease Extension and Modification Agreement dated September 27, 2006 between R.D. Shopping Center, L.L.C. and Beauty Brands, LLC
 - d. Third Lease Extension and Modification Agreement dated September 13, 2011 between R.D. Shopping Center, L.L.C. and Beauty Brands, LLC
 - e. Fourth Lease Extension and Modification Agreement dated March 25, 2016 between Falgers, Inc. and Beauty Brands, LLC

4. Barry Road (Store No.104) -- 6519 NW Barry Rd., Kansas City, MO 64154
 - a. Lease Contract dated July 5, 1996 between R.E.D. Capital Development, L.L.C. and Beauty Brands, LLC

- b. Amendment to Lease Contract dated June 2, 1997 between R.E.D. Capital Development, L.L.C. and Beauty Brands, LLC
 - c. Second Amendment to Lease dated January 14, 1998 between R.E.D. Capital Development, L.L.C. and Beauty Brands, LLC
 - d. Second Lease Amendment dated October 4, 2002 between V.V. Missouri, L.P. and Beauty Brands, LLC
 - e. Fourth Amendment to Lease Agreement dated April 28, 2011 between Equity Fund Advisors, Inc. and Beauty Brands, LLC
 - f. Beauty Brands, LLC (Lease Renewal Notice) dated December 15, 2015 between VEREIT, Inc. and Beauty Brands, LLC
 - g. Fifth Amendment to Lease dated January 20, 2019 between Barrywoods Holdings, LLC and Beauty Brands, LLC
5. Lenexa (Distribution Center) – 15501 West 99th St, Lenexa, KS 66219
- a. Lease Agreement dated September 1, 2004 between Segment Properties, LLC and Beauty Brands, LLC
 - b. First Amendment to Lease Agreement dated January 1, 2011 between Segment Properties, LLC and Beauty Brands, LLC
 - c. Second Amendment to Lease Agreement dated December 12, 2013 between Segment Properties, LLC and Beauty Brands, LLC
 - d. Third Amendment to Lease Agreement dated February 28, 2014 between Segment Properties, LLC and Beauty Brands, LLC
 - e. Fourth Amendment to Lease Agreement dated May 1, 2014 between Segment Properties, LLC and Beauty Brands, LLC
 - f. Fifth Amendment to Lease Agreement effective as of March 1, 2015 between Segment Properties, LLC and Beauty Brands, LLC
6. Lenexa (Store No. 105) – 9570 Quivira Rd., Lenexa, KS 66215
- a. Orchard Corners Shopping Center Lease Agreement dated October 20, 1997 between Orchard Center Company, L.L.C. and Beauty Brands, LLC
 - b. Lease Extension and Modification Agreement dated May 31, 2007 between Orchard Center Company, L.L.C. and Beauty Brands, LLC
 - c. Lease Extension and Modification Agreement dated February 6, 2013 between Orchard Center Company, L.L.C. and Beauty Brands, LLC
 - d. Lease Extension and Modification Agreement dated May 19, 2016 between Orchard Center Company, L.L.C. and Beauty Brands, LLC
7. Olathe (Store No. 106) – 15225 W 119 St., Olathe, KS 66062
- a. Retail Lease Agreement dated October 22, 1997 between A.B./Olathe Limited Partnership and Beauty Brands, LLC
 - b. Lease Renewal Agreement dated January 29, 2008 between Passco Olathe Station S, LLC and Beauty Brands, LLC
 - c. Second Amendment to Retail Lease Agreement (Olathe Station Phase II) effective March 1, 2013 between Passco Olathe Station S, LLC and Beauty Brands, LLC
8. Topeka (Store No. 125) – 5820 SW 21st Street, Topeka, KS 66604

- a. Lease Agreement dated July 1, 2008 between TopKan Properties, LLC and Beauty Brands, LLC
 - b. First Amendment of Lease dated December 12, 2013 between TopKan Properties, LLC and Beauty Brands, LLC
 - c. Rent Increase Letter dated November 21, 2014 between TopKan Properties, LLC and Beauty Brands, LLC
 - d. Rent Increase Letter dated November 29, 2016 between TopKan Properties, LLC and Beauty Brands, LLC
9. Plaza (Store No. 126) -- 438 Ward Parkway, Kansas City, MO 64112
- a. Lease between Highwoods Realty Limited Partnership and Beauty Brands, Inc., D/B/A Beauty Brands on the Plaza 438 Ward Parkway, Kansas City, Missouri Country Club Plaza dated April 7, 2003 between Highwoods Realty Limited Partnership and Beauty Brands, LLC
 - b. First Amendment to Lease dated January 30, 2004 between Highwoods Realty Limited Partnership and Beauty Brands, LLC
 - c. Second Amendment to Lease dated 2014 between Highwoods Realty Limited Partnership and Beauty Brands, LLC
 - d. Third Amendment to Lease dated December 2, 2014 between Highwoods Realty Limited Partnership and Beauty Brands, LLC
10. Independence (Store No. 127) -- 20200 East Jackson Drive, Independence, MO 64057
- a. Shopping Center Lease dated June 11, 2003 between Pavilions, LLC and Beauty Brands, LLC
 - b. Store 127 Renewal Letter dated April 9, 2013 between Inland American Retail Management, LLC and Beauty Brands, LLC
 - c. Lease Extension Agreement dated August 6, 2013 between Inland American Retail Management, LLC and Beauty Brands, LLC
11. State Line (Store No. 130) -- 13241 State Line Road, Kansas City, MO 64145
- a. Lease Agreement dated December 20, 2003 between Stately Properties, LLC and Beauty Brands, LLC
 - b. First Amendment to Lease Agreement dated January 2008 between Stately Properties, LLC and Beauty Brands, LLC
 - c. Second Amendment to Lease Agreement dated June 4, 2012 between Stately Properties, LLC and Beauty Brands, LLC
 - d. Third Amendment of Lease dated December 12, 2013 between Stately Properties, LLC and Beauty Brands, LLC
 - e. Rent Increase Letter dated November 21, 2014 between Stately Properties, LLC and Beauty Brands, LLC
12. Liberty (Store No. 134) -- 8410 N Church Road, Kansas City, MO 64157
- a. Lease Agreement dated December 11, 2003 between Star Development Corporation and Beauty Brands, LLC
 - b. Option to Extend Commercial Lease Agreement dated November 17, 2009 between Star Development Corporation and Beauty Brands, LLC

13. Legends (Store No. 145) – 1811 Village West Parkway, Ste. O-101, Kansas City, KS 66111
 - a. Lease Agreement dated April 11, 2005 between Red Speedway, Inc. and Beauty Brands, LLC
 - b. First Amendment to Lease Agreement dated February 8, 2006 between Red Speedway, Inc. and Beauty Brands, LLC
 - c. Second Amendment to Lease Agreement dated April 29, 2011 between Legends of KC, LP and Beauty Brands, LLC
 - d. Lease Renewal Letter dated September 9, 2015 between Legends Outlets, Kansas City and Beauty Brands, LLC
 - e. Third Amendment to Lease dated December 19, 2016 between W-LD Legends Owner VII, LLC and Beauty Brands, LLC

14. Summit Fair (Store No. 154) – 860A NW Blue Parkway, Lee’s Summit, MO 64086
 - a. The Summit Fair Shopping Center Lease dated August 4, 2009 between Red Lee’s Summit East, LLC and Beauty Brands, LLC
 - b. First Amendment to Lease Agreement dated February 15, 2010 between Red Lee’s Summit East, LLC and Beauty Brands, LLC
 - c. Commencement Date Memorandum dated April 12, 2010 between Red Lee’s Summit East, LLC and Beauty Brands, LLC
 - d. Lease Renewal Letter dated November 3, 2014 between Red Lee’s Summit East, LLC and Beauty Brands, LLC

15. Shawnee (Store No. 161) – 15320 Shawnee Mission Pkwy., Shawnee, KS 66217
 - a. Shopping Center Lease dated January 20, 2016 between The Shawnee Station, LLC and Beauty Brands, LLC

16. Broomfield (Store No. 110) – 1270 E 1st Ave., Broomfield, CO 80020
 - a. Lease Agreement dated September 30, 1999 between Sequel Properties, Inc. and Beauty Brands, LLC
 - b. Second Amendment to Lease dated January 1, 2001 between Sequel Properties, Inc. and Beauty Brands, LLC
 - c. Third Amendment to Lease dated January 2008 between Sequel Properties, Inc. and Beauty Brands, LLC

17. Plano (Store No. 113) – 6125 W Park Blvd., Plano, TX 75093
 - a. Lease Agreement dated October 1, 2005 between Dal-One Properties, LLC and Beauty Brands, LLC
 - b. First Lease Extension/Amendment effective June 1, 2010 between Dal-One Properties, LLC and Beauty Brands, LLC
 - c. Second Amendment of Lease dated December 12, 2013 between Dal-One Properties, LLC and Beauty Brands, LLC
 - d. Rent Increase Letter dated November 21, 2014 between Dal-One Properties, LLC and Beauty Brands, LLC

18. Clive (Store No. 149) – 10001 University Ave., Clive, IA 50325

- a. Lease Agreement dated July 1, 2007 between Prologue Properties, LLC and Beauty Brands, LLC
 - b. First Amendment of Lease dated December 12, 2013 between Prologue Properties, LLC and Beauty Brands, LLC
 - c. Rent Increase Letter dated November 21, 2014 between Prologue Properties, LLC and Beauty Brands, LLC
19. Brentwood (Store No. 120) – 8582 Eager Rd., Brentwood, MO 63144
- a. Lease dated November 26, 2001 between Dierbergs Brentwood, LLC and Beauty Brands, LLC
 - b. Non-Disturbance and Attornment Agreement dated November 26, 2001 between Dierbergs Brentwood, LLC and Beauty Brands, LLC
 - c. First Amendment to Lease dated May 24, 2002 between Dierbergs Brentwood, LLC and Beauty Brands, LLC
 - d. Second Amendment to Lease dated March 15, 2007 between Dierbergs Brentwood, LLC and Beauty Brands, LLC
 - e. Third Amendment to Lease dated April 20, 2012 between Dierbergs Brentwood, LLC and Beauty Brands, LLC
 - f. Fourth Amendment to Lease dated December 20, 2016 between Dierbergs Brentwood, LLC and Beauty Brands, LLC
20. St. Charles (Store No. 124) – 6183 Mid Rivers Mall Drive, St. Charles, MO 63304
- a. Lease dated August 22, 2002 between Dierberg Five, L.P. and CAPLACO Twenty-Nine, Inc. and Beauty Brands, LLC
 - b. First Amendment to Lease dated April 1, 2013 between 94 Crossing, LLC and Beauty Brands, LLC
 - c. Second Amendment to Lease dated December 19, 2016 between 94 Crossing, LLC and Beauty Brands, LLC
21. Shiloh (Store No. 132) – 3110 Green Mount Crossing Dr., Shiloh, IL 62269
- a. Lease dated June 10, 2003 between Green Mount Crossing, LLC and Beauty Brands, LLC
 - b. First Amendment to Lease dated December 19, 2016 between Green Mount Crossing, LLC and Beauty Brands, LLC
 - c. Lease Renewal Letter dated January 22, 2014 between Green Mount Crossing, LLC and Beauty Brands, LLC
22. Wentzville (Store No. 147) – 1894 Wentzville Pkwy., Suite 100, Wentzville, MO 63385
- a. Lease dated March 7, 2006 between Dierbergs Wentzville, LLC and Beauty Brands, LLC
 - b. First Amendment to Lease dated December 20, 2016 Dierbergs Wentzville, LLC and Beauty Brands, LLC
23. Edwardsville (Store No. 151) – 6659 Edwardsville Crossing Dr., Edwardsville, IL 62025
- a. Lease dated November 29, 2006 between Edwardsville Crossing, LLC and Beauty Brands, LLC

- b. First Amendment to Lease dated December 19, 2016 between Edwardsville Crossing, LLC and Beauty Brands, LLC

24. Normal (Store No. 155) -- 311 A S Veterans Parkway, Normal, IL 61761

- a. Lease dated June 1, 2004 between Michael D. Quagliano and Plaza at College Hills, L.L.C.
- b. Assignment and Assumption of Master Lease dated August 2, 2006 between Plaza at College Hills, L.L.C. and IMI College Hills Development, LLC
- c. Net Ground Sublease dated October 15, 2009 between IMI College Hills Development LLC and Beauty Brands, LLC
- d. First Amendment to Net Ground Sublease dated November 18, 2009 between IMI College Hills Development, LLC and Beauty Brands, LLC
- e. Second Amendment to Net Ground Sublease dated August 31, 2010 between IMI College Hills Development, LLC and Beauty Brands, LLC
- f. Letter regarding termination of leasehold interest of CH Plaza LLC and assignment of interest to DRK College Hills LLC dated December 17, 2018

Schedule 2.8(a): Contracts and Commitments

1. February 9, 2017 letter agreement with Caryn Lerner
2. September 29, 2017 letter agreement with Chris Struempier
3. June 7, 2018 letter agreement with Jennifer MacIvor
4. JDA Software, Inc. Software and Maintenance Agreement
5. Kibo Software, Inc. Subscription License and Services Agreement
6. IBM Lease Agreement
7. US Bank Equipment Finance Value Lease Agreement
8. imageQUEST Managed Print Services Agreement
9. Ryder Truck Lease and Service Agreement

Schedule 2.9(a): Proprietary Rights

- I. See attached

Schedule 2.10(b): Proprietary Rights Restrictions

1. None.

Schedule 2.10: Litigation; Proceedings

1. On March 18, 2016, Debra Diane Venable filed a complaint with the Missouri Commission on Human Rights and the Equal Employment Opportunity Commission ("EEOC"). On April 18, 2017, the EEOC issued a dismissal and right to sue. Upon information and belief, no complaint has been filed.
2. On August 24, 2017, Diane Prunty filed a complaint against Beauty Brands, LLC, Beauty Brands Payroll, LLC, and Peter Krillies in the Circuit Court of Jackson County, Missouri, Case No. 1716-CV20728. This matter has been stayed due to the bankruptcy filing.
3. On October 16, 2017, Excel Southlake I LP filed a complaint against Beauty Brands, LLC in the District Court of Tarrant County, Texas, Case No. 153-295710-17. This matter has been closed.
4. On November 29, 2017, Rose Carroll filed a complaint against Beauty Brands, LLC in the United States District Court for the District of Kansas, Case No. 2:17-CV-2679. This matter has been closed.
5. On January 31, 2018, Shawn Stewart filed a complaint against Beauty Brands, LLC with the Missouri Board of Cosmetology and Barber Examiners. No demand was made, and upon information and belief, no further action has been taken.
6. On May 1, 2018, Regis Corporation filed a complaint against Beauty Brands, LLC, Lori Parr, and Dana Jones in the United States District Court for the Southern District of Ohio, Eastern Division, Case 2:18-cv-00425-EAS-KAJ. This matter has been closed.
7. In May 2018, Seller received a complaint and \$6,000 demand from counsel to Gabriella Perez, a customer at the Skyline Drive, Tucson, Arizona store. Seller denied any liability. Upon information and belief, no complaint has been filed.
8. On November 9, 2018, Lexi Wehrmeister filed a charge with the State of Kansas Human Rights Commission and the EEOC alleging race discrimination and retaliation. This matter has been stayed due to the bankruptcy filing.
9. On December 10, 2018, Seller received a letter from TuneSat Audio Fingerprinting Technology stating that Freeplay Music, LLC owns the copyrights and exclusive licenses in and to music that was used by Seller in advertisements without a license and in violation of U.S. copyright law. Upon information and belief, no further action has been taken.
10. On December 20, 2018, Lenertz Industrial Supply Co., Inc. filed a complaint against Beauty Brands, LLC in Arapahoe County Colorado District Court.
11. Since January 1, 2017, several workers' compensation claims were pending or have been filed against Seller relating to alleged accidents that occurred on Seller's premises. All of these workers' compensation claims have been or will be covered by insurance.

Schedule 2.13(a): Employee Benefit Plans

1. Medical plans through UnitedHealthcare
2. Dental plans through UnitedHealthcare
3. Vision plans through UnitedHealthcare
4. Health plans through Hays Companies
5. Health plans through NewBenefits
6. Health Savings Account administered by UMB
7. Flexible Spending Account administered by Basic
8. Life insurance and accidental death and dismemberment insurance through USable Life
9. Life insurance and accidental death and dismemberment insurance through Mutual of Omaha
10. Short-term disability through Assurity Life
11. COBRA through UnitedHealthcare
12. Workers' compensation insurance through Traveler's Casualty & Surety Co.
13. Insurance plans for critical illness, accident, and hospitalization through Assurity
14. Pet insurance through Nationwide
15. Legal protection through LegalShield
16. Identity theft protection through IDShield
17. 401(k) retirement savings plan through Fidelity Direct
18. Paid time off, including holidays, vacation, and sick leave
19. Additional leave benefits, including bereavement and jury duty
20. Employee Assistance Program through New Directions Behavioral Health
21. Educational Assistance Program
22. Net Operating Income (NOI) Bonus
23. General Manager in Training Bonus
24. Assistant Manager bonus
25. 5+ Year Bonus
26. Referral Bonus
27. New Store Bonus
28. Service Professional Sign On Bonus
29. Home Office Bonus

None of the Plans set forth on this Schedule 2.13(a) shall be Assumed Plans.

Schedule 2.13(f): Employee Benefit Plan Effects

1. February 9, 2017 letter agreement with Caryn Lerner
2. September 29, 2017 letter agreement with Chris Struempfer

Schedule 2.14(h): Certain Employee Payments

1. February 9, 2017 letter agreement with Caryn Lerner
2. September 29, 2017 letter agreement with Chris Struempfer
3. November 7, 2017 non-binding term sheet with Maureen Laminsky
4. December 22, 2017 non-binding term sheet with Lori Adler
5. June 7, 2018 letter agreement with Jennifer MacIvor
6. October 18, 2018 letter agreement with Caryn Lerner
7. September 15, 2018 letter agreement with Christopher Struempfer
8. September 15, 2018 letter agreement with Lori Adler
9. September 15, 2018 letter agreement with Maureen Laminsky
10. September 15, 2018 letter agreement with Amber Warner

Schedule 2.14: Affiliate Transactions

1. None.

Schedule 2.15: Compliance with Laws

1. None.

Schedule 2.17(b): Condition of Assets

1. On January 20, 2019, a water main burst outside of Store No. 104, causing the store to take in substantial water in the lower half of the salon, the restrooms, office, stockroom, and receiving area. The water main was shut off on January 21, 2019, and water service was restored on January 22, 2019. Seller has received an estimate for remediation in the amount of \$18,000. Seller has notified its insurance carrier. The store remained open at all times, and there has been little to no interruption to the business.

Schedule 2.18: Suppliers

1. Top 15 suppliers by dollar volume of sales and purchases, respectively, for the fiscal years ended 2017 and 2018

	2018 YTD	2017
MATRIX	3,801.5	3,674.1
REDKEN LABORATORIES, INC.	2,892.3	3,797.7
HENKEL US OPERATIONS CORPORATION	2,618.3	3,093.0
TARTE, INC.	1,914.2	1,830.6
PBI GROUP, INC	1,868.8	2,688.6
SALON SERVICE GROUP	1,633.5	2,206.1
SHISEIDO AMERICAS CORPORATION	1,467.1	2,181.9
SALON SERVICE GROUP - MOROCCANOIL	1,233.2	1,546.6
THE WELLA CORPORATION	1,136.0	1,406.1
SMASHBOX COSMETICS	1,017.5	1,443.5
PUREOLOGY/REDKEN	908.3	1,100.0
TIGI	904.9	1,013.6
JOICO LABORATORIES, INC.	852.4	843.3
AMIKA	768.7	368.7
FAROUK SYSTEMS USA	737.2	1,078.5

2. L'Oreal will not allow the Debtors to purchase any items on "promo" or "deal terms" while in bankruptcy
3. The following suppliers have materially changed terms as follows:

REDKEN LABORATORIES, INC.	Assumes Cash In Advance
MATRIX	Assumes Cash In Advance
THE WELLA CORPORATION	Assumes Cash In Advance
TIGI	Assumes 50% CIA, 50% Net 10
SALON SERVICE GROUP - MOROCCANOIL	Assumes Cash In Advance
SALON SERVICE GROUP	Assumes Cash In Advance
SEXY HAIR CONCEPTS,LLC	Assumes CIA for Hairspray, Net 15 remainder; Net 7 all other orders
KENRA, INC.	Assumes CIA for Hairspray, Net 15 remainder; Net 7 all other orders
PUREOLOGY/REDKEN	Assumes Cash In Advance
JOICO LABORATORIES, INC.	Assumes Cash In Advance
LIVING PROOF	Assumes Cash In Advance
AMIKA	Assumes Cash In Advance
FAROUK SYSTEMS USA	Assumes Cash In Advance
PBI GROUP, INC	Assumes Cash In Advance
TARTE, INC.	Assumes Cash In Advance
BARE ESCENTUALS	Assumes Cash In Advance

SMASHBOX COSMETICS	Assumes Cash In Advance
MURAD, LLC	Assumes Cash In Advance
DERMALOGICA	Assumes Cash In Advance
PETER THOMAS ROTH LABS LLC	Assumes Cash In Advance
HELEN OF TROY, LP	Assumes Cash In Advance
CONAIR CORPORATION	Assumes Cash In Advance
ROUX LABORATORIES, INC.	Assumes Cash In Advance
TWEEZERMAN	Assumes Cash In Advance
J&D BRUSH CO	Assumes Cash In Advance

Schedule 4.12: Employee Matters

Buyer to provide prior to Closing.

Schedule A

Assumed Contracts

[TBD]

Schedule B

Leased Real Property

- 1) Overland Park (Store No. 101)
- 2) Lee's Summit (Store No. 102)
- 3) Lawrence (Store No. 103)
- 4) Barry Road (Store No. 104)
- 5) Lenexa - Distribution Center
- 6) Lenexa - Store Location (Store No. 105)
- 7) Olathe (Store No. 106)
- 8) Topeka (Store No. 125)
- 9) Plaza (Store No. 126)
- 10) Independence (Store No. 127)
- 11) State Line (Store No. 130)
- 12) Liberty (Store No. 134)
- 13) Legends (Store No. 145)
- 14) Summit Fair (Store No. 154)
- 15) Shawnee (Store No. 161)
- 16) Broomfield (Store No. 110)
- 17) Plano (Store No. 113)
- 18) Clive (Store No. 149)
- 19) Brentwood (Store No. 120)
- 20) St. Charles (Store No. 124)
- 21) Shiloh (Store No. 132)
- 22) Wentzville (Store No. 147)
- 23) Edwardsville (Store No. 151)
- 24) Normal (Store No. 155)

**AMENDMENT NO. 1
TO
ASSET PURCHASE AGREEMENT**

This AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT (this "*Amendment*") is made as of February 4, 2019, by and between Beauty Brands, LLC, a Delaware limited liability company ("*Seller*"), and Absolute Beauty, LLC, a Delaware limited liability company ("*Buyer*"), and amends that certain Asset Purchase Agreement, dated January 22, 2019, by and between Seller and Buyer (the "*Original Agreement*" and, as amended by this Amendment, and when taken together as one agreement with the Original Agreement, the "*Purchase Agreement*"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Original Agreement.

WHEREAS, the parties to the Original Agreement and this Amendment desire to amend the Original Agreement as provided herein; and

WHEREAS, the parties hereto constitute all of the parties required to amend the Original Agreement in accordance with Section 10.1 thereof as provided herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Original Agreement.

- (a) Section 9.1 of the Original Agreement is hereby amended to replace the definition of "Cure Costs" with the following:

"Cure Costs" means any and all amounts, costs or expenses that must be paid or actions or obligations that must be performed or satisfied pursuant to the Bankruptcy Code to effectuate the assumption by Seller, and the assignment to Buyer, of the Assumed Contracts to which Seller or its Subsidiaries is party, as determined by the Bankruptcy Court or agreed to by Seller and the non-Seller counterparty to the applicable Assumed Contract; provided, that, other than fifty percent (50%) of any amounts, costs or expenses incurred by Seller or its Affiliates with respect to the "stub rent" for the Leases (i.e., the rent due pursuant to the Leases for the period between January 6, 2019 and January 31, 2019), Cure Costs shall exclude all amounts, costs or expenses incurred by Seller or its Affiliates on or after January 6, 2019; provided, further, that in no event shall Cure Costs include an amount greater than \$180,612.32 for the period commencing on January 6, 2019.

- (b) Section 4.1 of the Original Agreement is hereby amended to add the following as a new paragraph (k):

(k) pay when due all amounts, costs and expenses owed at the Leased Real Properties pursuant to the applicable Leases, which amounts, costs and expenses, shall, for the avoidance of doubt, include the rent for February 2019 owed by Seller or its Affiliates at the Leased Real Properties.

2. Reference to and Effect on the Purchase Agreement. It is the express intention of the parties hereto that this Amendment shall not, and shall not be interpreted to, expand or reduce the rights of any party to the Original Agreement except as and solely to the extent expressly provided herein. Except

as expressly provided by this Amendment, the Original Agreement shall continue and remain in full force and effect in accordance with its terms. All references to the Purchase Agreement shall hereafter mean the Purchase Agreement as amended by this Amendment.

3. Miscellaneous. Article X of the Original Agreement is hereby incorporated by reference and made a part hereof, *mutatis mutandis*.

* * * * *

IN WITNESS WHEREOF, this Amendment No. 1 to Asset Purchase Agreement has been duly executed and delivered by the parties hereto as of the date first written above.

BUYER

Absolute Beauty, LLC

By: 

Name: Robert Bernstein
Title: Chairman

SELLER

Beauty Brands, LLC

By: 

Name: Timothy D. Boates
Title: Chief Restructuring Officer

EXECUTION VERSION

AMENDMENT NO. 2
TO
ASSET PURCHASE AGREEMENT

This AMENDMENT NO. 2 TO ASSET PURCHASE AGREEMENT (this "*Amendment*") is made as of February 12, 2019, by and between Beauty Brands, LLC, a Delaware limited liability company ("*Seller*"), and Absolute Beauty, LLC, a Delaware limited liability company ("*Buyer*"), and amends that certain Asset Purchase Agreement, dated January 22, 2019, by and between Seller and Buyer, as was amended by that Amendment No. 1 to Asset Purchase Agreement, dated February 4, 2019 (collectively, the "*Original Agreement*" and, as amended by this Amendment, and when taken together as one agreement with the Original Agreement, the "*Purchase Agreement*"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Original Agreement.

WHEREAS, the parties to the Original Agreement and this Amendment desire to amend the Original Agreement as provided herein; and

WHEREAS, the parties hereto constitute all of the parties required to amend the Original Agreement in accordance with Section 10.1 thereof as provided herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Original Agreement.
 - (a) The recitals to the Original Agreement are hereby amended to add the following as new recitals:

"WHEREAS, prior to the Closing Date, Seller has manually selected certain inventory that was delivered to the Leased Properties (the "Pushed Inventory"), which Pushed Inventory was not delivered by "auto-replenish" and which Pushed Inventory includes (i) inactive, discontinued, discounted and promotional inventory (collectively, the "Discontinued Inventory") as set forth on Exhibit B and (ii) low velocity inventory (the "Low Velocity Inventory") as set forth on Exhibit C;

WHEREAS, prior to the Closing Date, Seller has delivered to the Leased Properties certain Inventory selected by Buyer in the DC Purchase Order as DC Post-Closing Inventory (the "Advanced DC Inventory"), which Inventory is set forth on Exhibit D and which Advanced DC Inventory shall constitute DC Post-Closing Inventory for all purposes hereunder;"

- (b) Section 9.1 of the Original Agreement is hereby amended to add the following definitions in the correct alphanumeric position:

"Advanced DC Inventory" has the meaning set forth in the recitals.

"Discontinued Inventory" has the meaning set forth in the recitals.

"Final Shipped Inventory" has the meaning set forth in Section 4.16.

"Low Velocity Inventory" has the meaning set forth in the recitals.

"Pushed Inventory" has the meaning set forth in the recitals.

- (c) Section 9.1 of the Original Agreement is hereby amended to replace the subsection titled "Inventory" of the definition of "Transferred Assets" with the following:

"Inventory. All inventories of the Business (including, but not limited to, all inventory, retail merchandise and salon supplies), which are held for use at the Leased Real Property or for e-commerce, whether held at such Leased Real Property or at the Distribution Center ("Inventory"), together with all rights of Seller and its Subsidiaries against suppliers of such inventories; provided, that, with respect to such inventories other than e-commerce inventories which are held at the Distribution Center, only that portion of such inventories as set forth in a purchase order (the "DC Purchase Order") attached hereto as Exhibit E shall be included as Transferred Assets (provided further, that, the Inventory selected by Buyer in the DC Purchase Order has a book value of at least \$1,000,000 in the aggregate, which is comprised of at least \$500,000 of Inventory selected as Closing Inventory (the "DC Closing Inventory") and at least \$500,000 of Inventory selected as post-Closing Inventory (the "DC Post-Closing Inventory"); provided further that the Advanced DC Inventory shall constitute DC Post-Closing Inventory for all purposes hereunder);"

- (d) Section 9.1 of the Original Agreement is hereby amended to replace the definition of "Purchase Price" with the following:

"Purchase Price" means an amount equal to (i) \$4,650,000, plus (ii) an amount equal to the Register Cash plus (iii) an amount equal to the Home Office Hardware Amount plus (iv) the book value of the DC Closing Inventory selected by Buyer in the DC Purchase Order plus (v) the book value of the DC Post-Closing Inventory (including the Advanced DC Inventory) selected by Buyer in the DC Purchase Order (the "DC Post-Closing Inventory Amount") plus (vi) an amount equal to fifty percent (50%) of the book value of Low Velocity Inventory, which amount calculated pursuant to this subclause (vi) shall not exceed \$228,239; provided, that, (A) if the sum of the amounts calculated pursuant to subclauses (iv), (v) and (vi) of this definition exceed \$1,000,000 the applicable amount of Low Velocity Inventory shall not be purchased such that the sum of the amounts calculated pursuant to subclauses (iv), (v) and (vi) of this definition do not exceed \$1,000,000, (B) if the DC Post-Closing Inventory selected by Buyer in the DC Purchase Order is no longer at the Distribution Center (or has not been delivered or is not in transit to the applicable Leased Real Property) on the Closing Date (the "Missing DC Post-Closing Inventory"), the DC Post-Closing Inventory Amount shall be decreased by the aggregate book value of the Missing DC Post-Closing Inventory and (C) if the book value of the Inventory (excluding the Advanced DC Inventory and Low Velocity Inventory), as set forth in the Inventory Check delivered pursuant to Section 6.2(f), at the Leased Real Properties other than the Distribution Center is less than \$4,450,000 in the aggregate, the Purchase Price shall be decreased by the amount that such book value of the Inventory (excluding the Advanced DC Inventory and Low Velocity Inventory) is less than \$4,450,000."

- (e) The Original Agreement is hereby added to add the following as Section 4.16:

"Section 4.16 Inventory Seller hereby agrees, at Seller's sole cost and expense, to remove all Pushed Inventory from the Leased Real Properties prior to the Closing Date and then deliver (A) the Low Velocity Inventory to the Distribution Center

and (B) the Discontinued Inventory to one or more of Seller's store locations other than the Leased Real Properties. Seller and Buyer hereby agree that (i) regardless of whether the Pushed Inventory is located at the Leased Real Properties or the Distribution Center (or in transit between the two) at the time of the Inventory Check or the Closing, all Pushed Inventory shall be deemed to be located at the Distribution Center for purposes of the Inventory Check, (ii) in no event shall the Discontinued Inventory be included as a Transferred Asset or Inventory and (iii) the Low Velocity Inventory shall be included as a Transferred Asset. Notwithstanding anything herein to the contrary, Seller hereby agrees (x) to ship, at Seller's sole cost and expense, the Inventory of the type and quality as set forth in the attached Exhibit F (such Inventory, the "Final Shipped Inventory") from the Distribution Center to the Leased Real Properties prior to the Closing Date and (y) from February 11, 2019 to the Closing Date, other than the Final Shipped Inventory, not to ship any inventory located at the Distribution Center to any Leased Real Property without Buyer's prior written consent."

- (f) The Original Agreement is hereby amended to add the attached Exhibit B as Exhibit B.
- (g) The Original Agreement is hereby amended to add the attached Exhibit C as Exhibit C.
- (h) The Original Agreement is hereby amended to add the attached Exhibit D as Exhibit D.
- (i) The Original Agreement is hereby amended to add the attached Exhibit E as Exhibit E.
- (j) The Original Amendment is hereby amended to add the attached Exhibit F as Exhibit F.

2. Reference to and Effect on the Purchase Agreement. It is the express intention of the parties hereto that this Amendment shall not, and shall not be interpreted to, expand or reduce the rights of any party to the Original Agreement except as and solely to the extent expressly provided herein. Except as expressly provided by this Amendment, the Original Agreement shall continue and remain in full force and effect in accordance with its terms. All references to the Purchase Agreement shall hereafter mean the Purchase Agreement as amended by this Amendment.

3. Miscellaneous. Article X of the Original Agreement is hereby incorporated by reference and made a part hereof, *mutatis mutandis*.

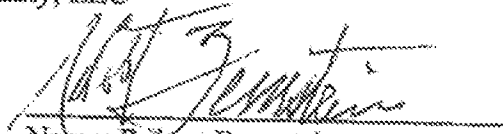
* * * * *

IN WITNESS WHEREOF, this Amendment No. 2 to Asset Purchase Agreement has been duly executed and delivered by the parties hereto as of the date first written above.

BUYER

Absolute Beauty, LLC

By:



Name: Robert Bernstein

Title: Chairman

SELLER

Beauty Brands, LLC

By:

Name:

Title:

IN WITNESS WHEREOF, this Amendment No. 2 to Asset Purchase Agreement has been duly executed and delivered by the parties hereto as of the date first written above.

BUYER

Absolute Beauty, LLC

By: _____

Name: Robert Bernstein

Title: Chairman

SELLER

Beauty Brands, LLC

By: _____

Name: TIMOTHY B. BOATES

Title: CEO

Exhibit B
Discontinued Inventory

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	Less Give to Hilltop Stores	Revised Transfer Units	Revised Total Transfer Cost
49067	D	120	DRM	DRM 6oz Ultra Calm Mist	\$16.73	\$16.83	19	28	\$468
43406	D	120	DRM	DRM 16.9oz Ess Cleans Solution	\$25.61	\$26.84	15	24	\$615
43425	D	120	DRM	DRM 3.4oz Inten Moist Balance	\$31.18	\$31.39	15	24	\$748
43410	D	120	DRM	DRM 8.4oz Ess Cleanse Soutlion	\$17.06	\$17.29	17	21	\$358
43428	D	120	DRM	DRM 1.7oz Inten Moist Balance	\$19.57	\$19.56	16	20	\$391
57389	D	120	FAB	FAB .28oz Detox Eye Roller	\$12.82	\$13.00	15	19	\$244
46082	D	197	MFG	MFG EA Manq Ethnic Strght Fema	\$18.05	\$18.05	25	38	\$686
67633	D	120	PHY	PHY .5oz Uplift MW Eye Cream	\$34.50	\$34.50	14	23	\$966
67631	D	120	PHY	PHY 1oz Uplift MW Booster	\$27.50	\$27.50	12	26	\$715
67632	D	120	PHY	PHY 2oz Uplift MW Moist	\$32.49	\$32.50	11	22	\$715
71805	D	120	PHY	PHY Miracle Wrk Loyal Set	\$44.85	\$44.50	12	21	\$942
57315	D	120	PHY	PHY 2oz MW Night Moisturizer	\$33.44	\$34.00	16	15	\$502
55016	D	120	PHY	PHY .5oz MW Eye Cream w/HPR	\$34.00	\$34.00	12	17	\$578
48151	D	120	PHY	PHY 2oz MW Moisturizer	\$29.91	\$30.00	11	13	\$389
71806	D	120	PHY	PHY Miracle Wrk Trial Sat	\$19.50	\$19.50	7	14	\$273
51840	D	130	SMB	SMB EC FD 4.2 Studio Skin	\$19.89	\$21.00	11	10	\$199
75676	D	130	TAR	TAR Fairy Wings Brush Set	\$14.50	\$21.00	49	80	\$1,160
69706	I	100	RDK	RDK 1oz All Soft Heavy Crm	\$1.65	\$1.65	93	202	\$333
75621	N	105	BMB	BMB 4.2oz Surf Spray Montauk	\$13.50	\$13.50	15	0	\$0
76580	N	110	HOT	HOT Bee Beautifl 1in Ft Iron	\$16.67	\$31.50	48	73	\$1,117
76581	N	110	HOT	HOT Bee Beautifl 1in Crl Iron	\$16.66	\$27.00	46	70	\$1,166
76579	N	110	HOT	HOT Bee Beautiful Ionic Dryer	\$17.04	\$33.75	46	69	\$1,176
36135	N	110	HOT	HOT HT 1-1/2in Ceramic Spring	\$20.45	\$25.20	20	37	\$957
36134	N	110	HOT	HOT HT 1in Ceramic Spring Iron	\$16.41	\$22.50	25	20	\$428
58769	N	110	HOT	HOT 1 1/4 Crmc Trmin Crfng Iron	\$17.67	\$24.00	19	22	\$539
36133	N	110	HOT	HOT HT 3/4in Ceramic Spring Ir	\$18.29	\$21.00	12	14	\$256
77231	N	140	HZB	HZB 7oz LTO Pom SgrPlm Fizzer	\$2.31	\$2.31	99	214	\$494
73967	N	100	NIO	NIO SYSTEM 5 KIT 2018	\$11.26	\$13.50	21	106	\$1,180
59126	N	100	TIG	TIG 10.6oz Flexi Head	\$4.17	\$6.90	147	456	\$1,902
58935	N	100	TIG	TIG 8oz Bodifying Spray	\$4.58	\$5.40	72	127	\$582

2082 \$9,215 \$41,906

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	Less Give to Millco Stores	Revised Transfer Units	Revised Total Transfer Cost
56011	N	100	TIG	TIG 10.14oz CW Headshot Shmpo	\$4.70	\$5.40	47	67	\$315
59127	N	100	TIG	TIG 10.16oz CW Fash Brn Sh	\$3.96	\$5.70	27	39	\$156
64064	N	100	TIG	TIG 1.96oz Joyride Txr Powder	\$7.95	\$9.00	17	29	\$133
75640	R	110	CHI	CHI SU18 CHI GIRL BOSS IRON	\$53.99	\$53.99	2	1	\$54
59575	R	120	FAB	FAB GWP 1oz Ultra Repair Cream	\$0.71	\$3.00	108	166	\$118
77494	R	110	GHD	GHD Soft Curl Iron	\$99.50	\$99.50	5	9	\$896
77491	R	110	GHD	GHD Classic Curl Iron	\$99.50	\$99.50	7	5	\$498
77489	R	110	GHD	GHD Mini Professional Styler	\$99.50	\$99.50	8	0	\$0
77496	R	110	GHD	GHD Classic Wave Wand	\$99.50	\$99.50	8	0	\$0
77498	R	110	GHD	GHD Air Dryer	\$99.50	\$99.50	8	0	\$0
77490	R	110	GHD	GHD Gold Professional Styler	\$99.50	\$99.50	6	2	\$199
77493	R	110	GHD	GHD Classic Styler	\$74.50	\$99.50	4	3	\$299
77492	R	110	GHD	GHD Max Professional Styler	\$99.50	\$99.50	5	2	\$149
77497	R	110	GHD	GHD Creative Curl Wand	\$99.50	\$99.50	3	0	\$0
77499	R	110	GHD	GHD Diffuser	\$15.00	\$15.00	3	0	\$0
77500	R	150	GHD	GHD Paddle Brush	\$17.50	\$17.50	2	0	\$0
76412	R	105	LVP	LVP 2018 Liter Tote	\$1.50	\$0.00	91	143	\$235
46080	R	197	MFG	MFG EA Manq Cauc Male w/Beard	\$37.22	\$31.96	6	4	\$149
75285	R	105	MOR	MOR .67oz CC Prct & Prvnt Spy	\$0.78	\$0.01	0	5,992	\$4,674
76444	R	150	SDY	SDY Shower Cap Kisses	\$2.10	\$2.10	17	31	\$65
46078	R	197	SPA	SPA Manq Cauc Curly Fml	\$38.65	\$41.75	7	12	\$464
77096	R	130	TAR	TAR Flamingie Brush Set H8	\$22.00	\$22.00	155	227	\$4,994
76656	S	105	MOR	MOR Anniversary Box Regular	\$16.80	\$20.00	226	464	\$7,795
77332	S	105	MOR	MOR .85oz Oil Treatment OrnH18	\$4.75	\$4.75	163	189	\$898

2082 \$9,215 \$41,906

Exhibit C

Low Velocity Inventory

119660 \$456,478 \$228,239

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% Off
74980	A	130	BUX	BUX MAS Buxom Lash	\$11.83	\$13.20	RETAIL	72	\$258	\$129
75130	A	130	BUX	BUX LG Dominique Polish	\$11.68	\$12.60		25	\$290	\$145
75129	A	130	BUX	BUX LG Celeste Polish	\$11.58	\$12.60		19	\$215	\$108
75155	A	130	BUX	BUX LL Hush Hush	\$9.38	\$10.80		20	\$186	\$93
75124	A	130	BUX	BUX LS Sugar Polish	\$11.62	\$12.60		21	\$241	\$121
75156	A	130	BUX	BUX LL Dolly Danger	\$9.59	\$10.80		23	\$217	\$109
77133	A	130	BUX	BUX LS Getting Wrnr VaVaPlump	\$10.36	\$12.00		20	\$208	\$104
77139	A	130	BUX	BUX LS Make Me Melt VaVaPlump	\$9.74	\$12.00		17	\$166	\$83
75157	A	130	BUX	BUX LL Undercover	\$8.91	\$10.80		15	\$130	\$65
77140	A	130	BUX	BUX LS Stay the Night VaVaPlump	\$10.00	\$12.00		14	\$139	\$70
74970	A	130	BUX	BUX LS Dolly Full On Lip Cream	\$11.75	\$12.60		18	\$209	\$105
75158	A	130	BUX	BUX LL Incognito	\$8.71	\$10.80		12	\$104	\$52
65703	A	180	CHI	CHI 25oz Tea Tree Oil Sh	\$7.06	\$9.12		90	\$663	\$282
53838	A	100	CHI	CHI 2oz Envro Stay Smth Blwout	\$2.24	\$3.15		28	\$64	\$32
58319	A	100	CHI	CHI 25.36oz Cd 44 Iron Guard	\$8.22	\$8.82		37	\$306	\$153
76990	A	105	BMB	BMB 8.5oz Go Big Treatment	\$15.00	\$15.00		309	\$4,635	\$2,318
76991	A	105	BMB	BMB 5oz Great Blow Dry Creme	\$16.00	\$16.00		310	\$4,962	\$2,481
75560	A	105	BMB	BMB 2oz Don't Blow It (Fine)	\$6.63	\$8.00		177	\$1,171	\$586
75620	A	105	BMB	BMB 4.2oz Surf Spray	\$13.50	\$13.50		118	\$1,597	\$799
75635	A	105	BMB	BMB 3.1oz Tres Invsble Dry Shp	\$14.50	\$14.50		151	\$2,187	\$1,094
75588	A	105	BMB	BMB .5oz Pret A Powder	\$5.97	\$6.50		70	\$417	\$209
75619	A	105	BMB	BMB 1.7oz Surf Spray	\$8.00	\$8.00		123	\$986	\$493
76996	A	105	BMB	BMB 2oz GreatBody BlowDryCreme	\$8.00	\$8.00		64	\$509	\$254
75584	A	105	BMB	BMB 2oz Hairdrrsrs Inv. Shp	\$6.50	\$6.50		38	\$144	\$72
75559	A	105	BMB	BMB 5oz Don't Blow It (Thick)	\$15.50	\$15.50		32	\$496	\$248
75558	A	105	BMB	BMB 5oz Don't Blow It (Fine)	\$15.50	\$15.50		47	\$731	\$365
75601	A	105	BMB	BMB 2.7oz Spray de Mode HS	\$8.00	\$8.00		37	\$293	\$146
75615	A	105	BMB	BMB 1.5oz Surf Infusion Spzy	\$8.50	\$8.50		38	\$324	\$162
75577	A	105	BMB	BMB 2oz Hairdrrsrs Inv. Cnd	\$6.50	\$6.50		19	\$122	\$61

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
75549	A	105	BMB	BMB 33.8oz Creme de Coco Shp	\$28.50	\$28.50	RETAIL	36	\$1,082	\$541
75594	A	105	BMB	BMB 3.5oz Scalp Detox Foam	\$17.00	\$17.00	\$57.00	36	\$638	\$319
75616	A	105	BMB	BMB 3.4oz Surf Infusion Spray	\$14.50	\$14.50	\$34.00	16	\$236	\$119
75555	A	105	BMB	BMB 8.5oz Curl Pre/Re Primer	\$14.00	\$14.00	\$29.00	29	\$412	\$206
75627	A	105	BMB	BMB 33.8oz Thickening Cnd	\$29.50	\$29.50	\$28.00	23	\$681	\$426
75547	A	105	BMB	BMB 33.8oz Cr me de Coco Cnd	\$29.50	\$29.50	\$59.00	21	\$636	\$327
75589	A	105	BMB	BMB 2oz Pret A Powder	\$13.94	\$13.50	\$28.00	0	-\$1	-\$1
75561	A	105	BMB	BMB 2oz Don't Blow It (Thick)	\$8.00	\$8.00	\$16.00	0	-\$2	-\$1
75554	A	105	BMB	BMB 7.2oz Curl Gel-Oil	\$17.00	\$17.00	\$34.00	8	\$480	\$70
74873	A	100	ABB	ABB 32oz Detox Sh	\$10.13	\$11.40	\$37.99	76	\$772	\$386
74859	A	100	ABB	ABB 8oz Gentle Sh	\$5.69	\$5.69	\$18.99	35	\$199	\$100
74853	A	100	ABB	ABB 8oz Color Protection Cd	\$5.99	\$5.99	\$19.99	31	\$188	\$91
74863	A	100	ABB	ABB 8oz Volume Sh	\$5.69	\$5.69	\$18.99	12	\$67	\$34
76868	A	105	AGH	AGH 1oz Glow Infusion Serum	\$8.40	\$8.40	\$28.00	199	\$1,672	\$836
72151	A	105	AGH	AGH 1.5oz Natural Dry Lift	\$5.87	\$7.20	\$24.00	61	\$359	\$179
63170	A	105	AGH	AGH 5oz High and Dry	\$6.42	\$7.20	\$24.00	20	\$126	\$63
74389	A	105	AGH	AGH 6oz Curl Thrive Conditionr	\$6.98	\$7.20	\$24.00	21	\$146	\$73
72152	A	105	AGH	AGH 3oz Natural Rosehip Balm	\$8.40	\$8.40	\$28.00	3	\$72	\$11
63175	A	105	AGH	AGH 5oz Plastique	\$6.51	\$7.20	\$24.00	5	\$33	\$17
63189	A	105	AGH	AGH 6oz Restore Cd	\$6.54	\$7.20	\$24.00	6	\$40	\$20
74392	A	105	AGH	AGH 3.6oz Cloud Volumz Mousse	\$7.47	\$7.80	\$25.99	7	\$56	\$28
74390	A	105	AGH	AGH 10oz Curl Revive Shampoo	\$7.20	\$7.20	\$24.00	2	\$14	\$7
72150	A	105	AGH	AGH 5oz Natural Remedy Spray	\$7.80	\$7.80	\$26.00	0	-\$4	-\$2
50691	A	105	ALT	ALT 7.4oz HS Caviar Working	\$6.28	\$6.30	\$20.99	53	\$333	\$167
50553	A	105	ALT	ALT 6oz Bamboo Wightlss Mousse	\$6.60	\$6.60	\$21.99	52	\$346	\$173
42168	A	105	ALT	ALT 8.5oz Replen Moisture Sh	\$10.26	\$10.20	\$33.99	35	\$361	\$181
76972	A	105	ALT	ALT 8.5 Multiplying Volume SH	\$10.20	\$10.20	\$34.00	18	\$184	\$92
77209	A	105	ALT	ALT 8.2oz Vol Styling Mousse	\$9.00	\$9.00	\$30.00	16	\$144	\$72
76973	A	105	ALT	ALT 8.5 Multiplying Volume Cd	\$10.20	\$10.20	\$34.00	13	\$133	\$66

119560 \$456,478 \$228,239

19860 \$456,478 \$228,239

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
53533	A	105	ALT	ALT 4.2oz Bamboo 48hr Vol Spray	\$7.44	\$7.50	RETAIL \$24.99	23	\$167	\$84
76958	A	105	ALT	ALT 5.7oz Restruct Repair Mask	\$13.50	\$13.50	\$45.00	10	\$135	\$68
76964	A	105	ALT	ALT 8.5 Infinite Color Hold SH	\$10.20	\$10.20	\$34.00	11	\$112	\$56
69752	A	105	ALT	ALT 1.2oz Caviar Shr Dry Sh	\$3.44	\$7.50	\$25.00	7	\$24	\$12
76963	A	105	ALT	ALT 1.7 AntiFrizz Nourish Oil	\$10.72	\$11.40	\$38.00	7	\$75	\$38
64041	A	105	ALT	ALT 16.5oz Replen Moisture SH	\$15.61	\$15.60	\$51.99	16	\$254	\$127
64042	A	105	ALT	ALT 16.5oz Replen Moisture Cd	\$14.63	\$14.70	\$51.99	16	\$258	\$119
76959	A	105	ALT	ALT 4.2oz Repair LeaveIn Heat	\$9.60	\$9.60	\$32.00	7	\$67	\$34
50549	A	105	ALT	ALT 8.5oz 5h Bamboo Vol Abntnt	\$6.60	\$6.60	\$21.99	16	\$108	\$54
42269	A	105	ALT	ALT 8.5oz Replen Moisture CD	\$10.13	\$10.20	\$33.99	14	\$137	\$68
62090	A	105	ALT	ALT 5.1oz Replen Moist CCream	\$12.37	\$12.60	\$41.99	14	\$167	\$83
76965	A	105	ALT	ALT 8.5 Infinite Color Hold CD	\$10.20	\$10.20	\$34.00	6	\$61	\$31
76960	A	105	ALT	ALT 8.5oz Smooth Anti Frizz Sh	\$10.20	\$10.20	\$34.00	4	\$41	\$20
76956	A	105	ALT	ALT 8.5oz Restruct Bond ReprSH	\$10.20	\$10.20	\$34.00	4	\$41	\$20
76957	A	105	ALT	ALT 8.5oz Recon Bond Repair CD	\$10.20	\$10.20	\$34.00	4	\$41	\$20
53535	A	105	ALT	ALT 4.1oz Caviar Pftt Iron Spr	\$8.74	\$9.00	\$29.99	3	\$17	\$9
77207	A	105	ALT	ALT 16.5oz Bond Repair Cond	\$15.60	\$15.60	\$52.00	3	\$47	\$23
76967	A	105	ALT	ALT 3.4 Replen Moisture Gelce	\$9.00	\$9.00	\$30.00	1	\$9	\$5
77208	A	105	ALT	ALT 3.4oz Bond Repair Rescue	\$12.00	\$12.00	\$40.00	0	\$0	\$0
77206	A	105	ALT	ALT 16.5oz Bond Repair Shampoo	\$15.60	\$15.60	\$52.00	0	\$0	\$0
74832	A	180	AMC	AMC 3.3oz 3 in 1 TT	\$1.45	\$2.18	\$6.99	417	\$604	\$302
74831	A	180	AMC	AMC 3.3oz 3 in 1	\$1.41	\$2.18	\$6.99	249	\$352	\$176
74689	A	105	AMK	AMK 10.1oz Normcore Sig. Cnd	\$8.55	\$8.55	\$19.00	260	\$2,224	\$1,112
74736	A	105	AMK	AMK 33.8oz Bust Your Brass Cnd	\$28.88	\$31.50	\$70.00	341	\$6,952	\$3,476
74686	A	105	AMK	AMK 10.1oz Normcore Sig. Shp	\$8.55	\$8.55	\$19.00	222	\$1,901	\$950
74720	A	105	AMK	AMK 33.8oz Nice Cream Cins Cnd	\$26.66	\$28.80	\$64.00	124	\$3,317	\$1,658
74705	A	105	AMK	AMK 33.8oz The Kure Repair Shp	\$26.04	\$28.80	\$64.00	98	\$2,558	\$1,279
74723	A	105	AMK	AMK 33.8oz Velveteen Drm Srmthp	\$28.88	\$31.50	\$70.00	83	\$2,349	\$1,174
74733	A	105	AMK	AMK 33.8oz Bust Your Brass Shp	\$28.64	\$31.50	\$70.00	74	\$2,117	\$1,058

TRADEMARK

REEL: 006588 FRAME: 0889

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
74688	A	105	AMK	AMK 33.8oz Normcore Sig. Cnd	\$22.57	\$24.75	RETAIL	55	\$1,246	\$623
75501	A	105	AMK	AMK 5.3oz Phntm Hydrting DrySh	\$12.50	\$11.25		46	\$569	\$285
74708	A	105	AMK	AMK 33.8oz The Kure Repair Cnd	\$26.20	\$28.80		29	\$763	\$381
57493	A	100	BIO	BIO 16.9oz Cd Msk Hydrsrce	\$7.03	\$8.40		989	\$6,952	\$3,476
57491	A	100	BIO	BIO 1.7oz Sh Crlast	\$1.34	\$1.50		586	\$785	\$392
17072	A	100	BIO	BIO 16oz Pump	\$1.08	\$1.08		520	\$562	\$281
66036	A	100	BIO	BIO 13.5oz Sugar Shine Sh	\$5.07	\$5.40		519	\$2,631	\$1,316
57485	A	100	BIO	BIO 1.7oz Cd Crlast	\$1.34	\$1.50		475	\$637	\$319
66039	A	100	BIO	BIO 13.5oz Sugar Shine Cd	\$5.32	\$5.70		379	\$2,016	\$1,008
75245	A	100	BIO	BIO 5oz Blow Dry Glotion	\$5.10	\$5.10		275	\$1,402	\$701
57484	A	100	BIO	BIO 13.5oz Cd Crlast	\$5.68	\$5.70		196	\$1,111	\$555
64073	A	100	BIO	BIO 9.5oz Hydrasource Cd Balm	\$5.32	\$5.40		157	\$834	\$417
57497	A	100	BIO	BIO 1.7oz Cd Hydrasrc	\$1.34	\$1.50		175	\$234	\$117
68248	A	100	BIO	BIO 11oz RAW Recover Sh	\$7.50	\$7.50		113	\$846	\$423
68512	A	100	BIO	BIO 4.2oz RAW Repl Oil Mist	\$7.20	\$7.20		91	\$655	\$328
57504	A	100	BIO	BIO 1.7oz Sh Hydrasrc	\$1.34	\$1.50		131	\$175	\$88
75825	A	100	BIO	BIO 6.7oz Adv Oil Rnw Lvin Cd	\$6.90	\$6.90		28	\$195	\$97
68259	A	100	BIO	BIO 14.4oz RAW Rebdy Clay Msk	\$9.00	\$9.00		36	\$270	\$135
75826	A	100	BIO	BIO 13.5oz Adv Oil Renew Cd	\$6.60	\$6.60		25	\$149	\$74
75824	A	100	BIO	BIO 13.5oz Advncd Oil Renew SH	\$6.30	\$6.30		21	\$130	\$65
72471	A	100	BIO	BIO 5.75oz Raw Body Jelly	\$5.85	\$5.85		13	\$76	\$38
74267	A	100	BIO	BIO 11OZ RAW Crlseal Cd	\$7.50	\$7.50		23	\$174	\$87
68257	A	100	BIO	BIO 11oz RAW Upift Cd	\$7.50	\$7.50		14	\$107	\$53
72474	A	100	BIO	BIO 8.5oz Raw Sty Crl Butr	\$5.85	\$5.85		5	\$29	\$15
66940	A	100	BIO	BIO 3.4oz Styl Mnarf Dry Sh	\$5.40	\$5.40		9	\$49	\$24
75827	A	100	BIO	BIO 33.8oz Adv Oil Rnw Sh	\$8.05	\$9.90		12	\$99	\$49
59234	A	100	BIO	BIO 3.4oz Oil Wonder Shpng Crm	\$5.46	\$6.00		3	\$14	\$7
53995	A	100	BLY	BLY 13.6oz Revive Kit NonClr	\$12.68	\$12.60		22	\$274	\$137
54004	A	100	BLY	BLY 10.1oz Revive Sh Color	\$6.00	\$6.00		20	\$119	\$59

139660 \$456,478 \$298,239

119660 \$456,478 \$228,239

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
54414	A	100	BLY	BLY 33.8oz CD Pro BsDfense Clr	\$10.26	\$15.00	RETAIL	1	\$41	\$21
54010	A	100	BLY	BLY 6.8oz Defense Treatment Co	\$11.88	\$12.00		8	\$95	\$48
53996	A	100	BLY	BLY 13.6oz Revive Kit Color	\$12.60	\$12.60		13	\$159	\$79
54008	A	100	BLY	BLY 10.1oz Revive Cd Color	\$6.89	\$6.90		12	\$81	\$40
53994	A	100	BLY	BLY 13.6oz Defense Kit Color	\$12.54	\$12.60		4	\$50	\$25
71444	A	130	BRM	BRM MAS Lash Domination	\$11.67	\$11.40		138	\$1,610	\$805
71281	A	130	BRM	BRM ES Celestine	\$9.00	\$9.00		104	\$938	\$469
71175	A	130	BRM	BRM PD FD Teak BarePro	\$18.00	\$18.00		54	\$965	\$483
71020	A	120	BRM	BRM 4.2oz Clay Chameleon Clns	\$13.31	\$13.20		44	\$587	\$294
76918	A	120	BRM	BRM 1.7oz Bright Firm ClayMate	\$21.00	\$21.00		35	\$730	\$365
71106	A	130	BRM	BRM FD Gld Tan Original SPF 15	\$17.20	\$18.60		35	\$598	\$299
74322	A	130	BRM	BRM EC FD Nutmeg BarePro Liq	\$20.40	\$20.40		12	\$245	\$122
74483	A	130	BRM	BRM LS Perf Gen Nude Patent	\$11.40	\$11.40		16	\$187	\$93
76917	A	120	BRM	BRM 1.7oz Pure Dewy ClayMate	\$21.00	\$21.00		19	\$405	\$203
71135	A	130	BRM	BRM FD Gld Tan Matte SPF 15	\$17.09	\$18.60		21	\$358	\$179
71221	A	130	BRM	BRM Tan/Drk BareSkin Prft Veil	\$15.95	\$16.20		21	\$330	\$165
71123	A	130	BRM	BRM FD Dpst Deep Org SPF 15	\$17.33	\$18.60		18	\$312	\$156
71087	A	130	BRM	BRM FD Desert Complex Rescue	\$17.93	\$18.00		24	\$439	\$220
76922	A	120	BRM	BRM 1.7oz SkinLong Sleep Cream	\$22.80	\$22.80		13	\$301	\$150
71245	A	130	BRM	BRM BRZ Dryk Deep Invisible Pwd	\$16.80	\$16.80		18	\$302	\$151
71512	A	130	BRM	BRM LL Freestyle	\$9.60	\$9.60		16	\$158	\$79
71132	A	130	BRM	BRM FD Gld Beige Matte SPF 15	\$17.26	\$18.60		14	\$236	\$118
71173	A	130	BRM	BRM EC PD FD Hyncomb BarePro	\$18.00	\$18.00		12	\$216	\$108
76921	A	130	BRM	BRM EC HL Joy Glow	\$16.80	\$16.80		5	\$84	\$42
71208	A	130	BRM	BRM CN Med 2 Cream Correct	\$12.68	\$13.20		9	\$112	\$56
71156	A	130	BRM	BRM EC PD FD Chmpgn BarePro	\$18.00	\$18.00		15	\$270	\$135
71179	A	130	BRM	BRM PD FD Chai BarePro	\$18.00	\$18.00		9	\$162	\$81
74317	A	130	BRM	BRM EC FD Sndlwd BarePro Liq	\$20.40	\$20.40		0	\$0	\$0
71154	A	130	BRM	BRM EC PD FD Fair BarePro	\$18.00	\$18.00		13	\$237	\$113

139660 \$455,478 \$238,239

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
72390	A	130	BRM	BRM FD Toffee BarePro Liq SPF	\$20.40	\$20.40	RETAIL	7	\$142.80	\$71.40
76920	A	130	BRM	BRM EC HL Free Glow	\$16.80	\$16.80		0	\$0	\$0
72392	A	130	BRM	BRM FD Chai BarePro Liq SPF20	\$20.40	\$20.40		4	\$81.60	\$40.80
71143	A	130	BRM	BRM FD Tan Matte SPF 15	\$17.21	\$18.60		7	\$120.47	\$84.29
58926	A	100	BSK	BSK 4oz Clr Thy Intnsv Msk	\$4.98	\$5.37		10	\$53.70	\$26.85
76334	A	140	BUS	BUS 3.4 Showerless Shave Gel	\$5.00	\$5.00		37	\$185.00	\$92.50
76981	A	140	BUS	BUS 10ct Showerless Body Wipes	\$1.61	\$3.50		35	\$55.95	\$28.00
75163	A	130	BUX	BUX LL Espionage	\$9.30	\$10.80		50	\$465.00	\$232.50
74968	A	130	BUX	BUX LB Big O Pwrplump	\$10.53	\$10.80		40	\$421.20	\$210.60
77136	A	130	BUX	BUX LS Come to Dolly VaVaPlump	\$10.77	\$12.00		36	\$386.52	\$193.26
58393	A	105	CLR	CLR 8.5oz TruCr Clr Pfrctn Cd	\$11.41	\$11.70		14	\$163.54	\$81.77
58410	A	105	CLR	CLR 25.4oz TrCr Clr Pfrctng Sh	\$20.25	\$21.60		10	\$216.00	\$108.00
58409	A	105	CLR	CLR 25.4oz Clr It Up Detox Sh	\$17.22	\$20.70		7	\$120.54	\$60.27
58404	A	105	CLR	CLR 5.2oz CrzySM Ant Frz Masqu	\$13.72	\$14.40		2	\$27.44	\$13.72
58418	A	105	CLR	CLR 1.7oz TruCr Ant Frz Oil	\$7.42	\$7.50		7	\$51.94	\$25.97
58411	A	105	CLR	CLR 25.4oz TrCr Clr Pfrctng Cd	\$20.44	\$21.60		5	\$107.20	\$53.60
72633	A	170	CND	CND .125oz Essentials Ridgefx	\$0.10	\$0.79		62	\$48.98	\$24.49
805	A	170	CND	CND .25oz SolarOil	\$2.54	\$2.55		95	\$242.30	\$121.15
804	A	170	CND	CND .5oz SolarOil	\$3.73	\$3.75		71	\$266.25	\$133.12
55764	A	170	CND	CND VL .5oz Tropix	\$3.15	\$3.15		12	\$37.80	\$18.90
66182	A	170	CND	CND .5oz AV Irreverent Rose	\$3.14	\$3.15		14	\$44.00	\$22.00
69789	A	170	CND	CND VL .5oz Be Demure	\$3.15	\$3.15		11	\$34.65	\$17.32
62741	A	170	CND	CND .5oz Crushed Rose	\$3.15	\$3.15		9	\$28.35	\$14.17
66180	A	170	CND	CND .5oz AV Magenta Mischief	\$3.16	\$3.15		10	\$31.60	\$15.80
55684	A	170	CND	CND VL .5oz Cake Pop	\$1.95	\$3.15		6	\$11.70	\$5.85
55743	A	170	CND	CND VL .5oz Pink Bikini	\$3.13	\$3.15		6	\$18.78	\$9.39
72315	A	120	CNS	CNS 1oz Double Serum 17	\$48.95	\$48.95		24	\$1,174.80	\$587.40
69815	A	120	CNS	CNS 6.9oz Alpine Cleans Milk	\$18.32	\$18.15		10	\$181.50	\$90.75
69895	A	130	CNS	CNS CN 01 Instant Concealer	\$17.71	\$17.60		8	\$141.68	\$70.84

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT RETAIL	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
72318	A	120	CNS	CNS .5oz Mission Prft Eye	\$27.50	\$27.50	\$50.00	5	\$138	\$69
69867	A	140	CNS	CNS 7oz Moist Rich Body Lotion	\$24.09	\$23.65	\$43.00	6	\$145	\$72
69883	A	120	CNS	CNS 4.5oz Self Tan Instant Gel	\$21.74	\$22.00	\$40.00	6	\$130	\$65
69915	A	130	CNS	CNS 00 Eye Perfect Base	\$14.24	\$14.30	\$26.00	6	\$85	\$43
73978	A	120	CNS	CNS 1.7oz Dry Skn Ex Firm Crm	\$47.85	\$47.85	\$87.00	6	\$287	\$144
69890	A	120	CNS	CNS .5oz Smooth Prft Touch	\$21.46	\$21.45	\$39.00	6	\$129	\$64
70142	A	120	CNS	CNS .5oz Multi Active Eye	\$24.80	\$24.75	\$45.00	3	\$74	\$37
69903	A	130	CNS	CNS MAS 01 Wndr Prft Black	\$15.43	\$15.40	\$28.00	5	\$77	\$39
70144	A	120	CNS	CNS 1.7oz Hydra Ess Cool Gel	\$26.50	\$26.40	\$48.00	3	\$80	\$40
76638	A	120	CNS	CNS 1oz Pore Control Serum	\$30.25	\$30.25	\$55.00	5	\$151	\$76
69881	A	120	CNS	CNS 4.4oz Sunscrn Cream SPF 30	\$20.36	\$19.80	\$36.00	5	\$102	\$51
69925	A	130	CNS	CNS 04 Petal Lip Prft Shimmer	\$14.67	\$14.30	\$26.00	5	\$75	\$37
73958	A	130	CNS	CNS 1oz PR Green Tea 04	\$21.45	\$21.45	\$39.00	0	\$0	\$0
69811	A	120	CNS	CNS 6.8oz Iris Toning Lotion	\$14.32	\$14.30	\$26.00	3	\$43	\$21
74811	A	130	CNS	CNS Pretty Flirty Set	\$21.45	\$21.45	\$39.00	0	\$0	\$0
69809	A	120	CNS	CNS 4.32oz OneStep Exfol Cleans	\$20.91	\$20.90	\$38.00	4	\$84	\$42
69813	A	120	CNS	CNS 4.4oz Shea Foam Cleanser	\$14.52	\$14.30	\$26.00	2	\$29	\$15
69849	A	120	CNS	CNS 1.6oz Restore Nite Wear	\$75.62	\$74.80	\$136.00	4	\$302	\$151
69853	A	120	CNS	CNS 2.4oz Neck Concentrate	\$60.66	\$59.95	\$109.00	4	\$143	\$71
69861	A	120	CNS	CNS 1.7oz Light UV Plus Tint	\$24.83	\$24.75	\$45.00	4	\$99	\$50
69862	A	120	CNS	CNS 1.7oz Med UV Plus Tint	\$24.78	\$24.75	\$45.00	4	\$99	\$50
69877	A	120	CNS	CNS 2.7oz Sunscreen For Face S	\$19.59	\$19.25	\$35.00	3	\$59	\$29
73981	A	120	CNS	CNS 2.7oz Snsrnm Cream SPF30	\$19.25	\$19.25	\$35.00	0	\$0	\$0
74807	A	130	CNS	CNS LG 02 Orange Water Tint	\$15.40	\$15.40	\$28.00	0	\$0	\$0
74809	A	130	CNS	CNS LG 04 Violet Water Tint	\$15.40	\$15.40	\$28.00	0	\$0	\$0
72316	A	120	CNS	CNS 1.6oz Double Serum 17	\$67.10	\$67.10	\$122.00	6	\$423	\$211
69812	A	120	CNS	CNS 4.4oz Ctnseed Foam Cleans	\$14.33	\$14.30	\$26.00	1	\$14	\$7
69827	A	120	CNS	CNS 1oz Lotus Face Oil Trtmnt	\$32.35	\$31.90	\$58.00	6	\$194	\$97
69840	A	120	CNS	CNS 1.6oz Neck Anti Wrnkl Crm	\$49.92	\$49.50	\$90.00	6	\$300	\$150

119660 \$456,478 \$228,239

119660 \$456,478 \$778,239

SKU	5T	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
69859	A	120	CNS	CNS 1.7oz Beauty Flash Balm	\$27.02	\$26.40	RETAIL	3	\$81	\$43
69884	A	120	CNS	CNS 4.2oz Self Tan Milk Lotion	\$22.06	\$22.00		3	\$66	\$33
69885	A	120	CNS	CNS 4.5oz Self Tan Cream	\$26.44	\$25.30		3	\$79	\$40
69888	A	120	CNS	CNS 4.2oz Liq Brnz Sif Tan	\$21.69	\$22.00		3	\$65	\$33
69908	A	130	CNS	CNS EP 03 Soft Blonde	\$15.20	\$14.58		3	\$46	\$23
70143	A	120	CNS	CNS 1oz Hydra Ess Intens Serum	\$33.12	\$32.45		2	\$66	\$33
70152	A	120	CNS	CNS Instant Gel Self Tan Set	\$25.40	\$24.75		2	\$51	\$25
71918	A	130	CNS	CNS Hny Glam Lip Comfort Oil	\$14.30	\$14.30		3	\$43	\$21
73957	A	130	CNS	CNS 1oz PR Univrsl Lgh SOS 00	\$21.45	\$21.45		0	\$0	\$0
73959	A	130	CNS	CNS BL Tender Peach Prodigie 02	\$17.60	\$17.60		0	\$0	\$0
73975	A	120	CNS	CNS 1oz Hydra Ess Eye Mask	\$20.90	\$20.90		0	\$0	\$0
73980	A	120	CNS	CNS 1.6oz Ex Firm Nite Dry Skn	\$51.15	\$51.15		0	\$0	\$0
69846	A	120	CNS	CNS 2.5oz Extra Firming Mask	\$42.94	\$41.80		3	\$129	\$64
69852	A	120	CNS	CNS 1oz Remodeling Serum	\$77.89	\$75.90		3	\$234	\$117
69857	A	120	CNS	CNS .5oz Repair Booster	\$22.13	\$21.45		3	\$66	\$33
69874	A	120	CNS	CNS 3.4oz Body Treatment Oil	\$36.08	\$35.20		2	\$72	\$36
70148	A	120	CNS	CNS Body Fit	\$38.98	\$38.50		1	\$39	\$19
72319	A	120	CNS	CNS 2.3oz Hydration Mask	\$18.70	\$18.70		1	\$19	\$9
73977	A	120	CNS	CNS 1.7oz Extra Firm Crm SPF15	\$47.85	\$47.85		0	\$0	\$0
69828	A	120	CNS	CNS 1oz Blue Orchid Face Oil	\$32.49	\$31.90		4	\$130	\$65
69838	A	120	CNS	CNS 1.6oz Multi Act Nite Cream	\$31.72	\$31.35		4	\$127	\$63
69858	A	120	CNS	CNS .5oz Detox Booster	\$22.29	\$21.45		2	\$45	\$22
69878	A	120	CNS	CNS 5.3oz Sunscreen Milk Spray	\$20.35	\$19.80		2	\$41	\$20
69893	A	130	CNS	CNS CN 01 Pnk Beige BshOn Prft	\$20.29	\$19.80		2	\$41	\$20
69907	A	130	CNS	CNS EP 02 Light Brown	\$14.84	\$14.58		2	\$30	\$15
69914	A	130	CNS	CNS Pro Prfct Eye Brow Palette	\$24.71	\$23.65		2	\$49	\$25
69920	A	130	CNS	CNS 06 Rosewd Lip Prfct Shimmr	\$14.39	\$14.30		2	\$29	\$14
72320	A	120	CNS	CNS 2.3oz Rebalancing Mask	\$18.70	\$18.70		1	\$19	\$9
73960	A	130	CNS	CNS BL Sweet Rose 08 Prodigie	\$17.60	\$17.60		0	\$0	\$0

119660 \$456,678 \$228,239

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT	Revised Transfer Units	Revised Total Transfer Cost	Revised Inventory Value at 50%
69814	A	120	CNS	CNS 4.4oz Tamarind Foam Cleans	\$14.38	\$14.30	RETAIL	1	\$14	\$7
69837	A	120	CNS	CNS 1.7oz Multi Act Dy Crm Gel	\$30.21	\$29.70		3	\$91	\$45
69848	A	120	CNS	CNS .5oz Total Eye Concentrate	\$46.83	\$46.75		3	\$140	\$70
69850	A	120	CNS	CNS 1.7oz Restore Day Cream	\$71.95	\$70.40		2	\$144	\$72
69879	A	120	CNS	CNS 5oz Sunscreen Rad Oil Spray	\$20.21	\$19.80		2	\$40	\$20
69896	A	130	CNS	CNS CN 02 Instant Concealer	\$17.74	\$17.60		3	\$53	\$27
69906	A	130	CNS	CNS EP 01 Dark Brown	\$15.25	\$14.58		2	\$31	\$15
69919	A	130	CNS	CNS 03 Red Bry Lip Crmft Oil	\$15.19	\$14.30		2	\$30	\$15
69921	A	130	CNS	CNS 01 Rose Lip Prftt Shimmer	\$14.49	\$14.30		1	\$14	\$7
72317	A	120	CNS	CNS 1oz Super Restore Mask	\$13.75	\$13.75		1	\$14	\$7
74805	A	130	CNS	CNS EL All In One Pen Harmony	\$16.09	\$17.60		0	\$0	\$0
74808	A	130	CNS	CNS LG 03 Red Water Tint	\$15.40	\$15.40		0	\$0	\$0
69810	A	120	CNS	CNS 6.8oz Camomille Toning Ltn	\$14.31	\$14.30		1	\$14	\$7
69830	A	120	CNS	CNS .7oz Eye Contour Gel	\$23.20	\$22.55		2	\$46	\$23
69836	A	120	CNS	CNS 1.7oz SPF20 MitiAct Dy Crm	\$29.83	\$29.70		2	\$60	\$30
69856	A	120	CNS	CNS .5oz Energy Booster	\$22.30	\$21.45		2	\$45	\$22
69860	A	120	CNS	CNS 1.7oz UV Plus Day SPF 50	\$23.89	\$23.55		2	\$48	\$24
69900	A	130	CNS	CNS EL 01 Black Waterproof	\$14.81	\$14.58		2	\$30	\$15
69901	A	130	CNS	CNS EL 3 Dot Black	\$15.69	\$15.40		2	\$31	\$16
69917	A	130	CNS	CNS 01 Honey Lip Comfort Oil	\$14.38	\$14.30		2	\$29	\$14
69924	A	130	CNS	CNS 03 Beige Lip Prftt Shimmer	\$14.67	\$14.30		2	\$29	\$15
70147	A	120	CNS	CNS 1.7oz Mission Prftt Serum	\$54.87	\$53.90		1	\$55	\$27
71915	A	130	CNS	CNS Candy Comfort Lip Oil	\$14.30	\$14.30		1	\$14	\$7
71916	A	130	CNS	CNS Tangerine Lip Comfort Oil	\$14.30	\$14.30		2	\$29	\$14
73973	A	120	CNS	CNS Supr Restore Skn Start Kit	\$71.50	\$71.50		1	\$72	\$36
69891	A	130	CNS	CNS CN 00 LghBeige Brsh On Prf	\$20.29	\$19.80		1	\$20	\$10
69894	A	130	CNS	CNS CN 02 Med Beige BrshOn Prf	\$20.16	\$19.80		1	\$20	\$10
69904	A	130	CNS	CNS MAS 01 Be Long	\$12.47	\$15.40		1	\$12	\$6
72321	A	120	CNS	CNS 2.3oz Comfort Balm Mask	\$18.70	\$18.70		0	\$0	\$0

L19660 \$456,478 \$728,339

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
73956	A	130	CNS	CNS 1oz PR Rose SOS OI	\$21.45	\$21.45	RETAIL	0	\$0	\$0
69875	A	140	CNS	CNS 3.5oz Hnd Nail Trtmnt Crm	\$16.51	\$16.50	\$39.00	1	\$15	\$7
76604	A	150	DAN	DAN SM Cosm Organzr 8-comp-4	\$2.65	\$2.50	\$9.99	49	\$190	\$65
76605	A	150	DAN	DAN 15-Slot Nail Pol Organzr-4	\$3.63	\$3.50	\$14.99	47	\$169	\$85
74901	A	150	DAN	DAN Nail Brush Pink	\$2.00	\$2.00	\$3.99	48	\$96	\$48
72727	A	150	DAN	DAN Large Cosmetic Org	\$6.70	\$6.25	\$14.99	32	\$213	\$107
76602	A	150	DAN	DAN 6pc Frostd Organizr Set	\$10.61	\$10.00	\$24.99	20	\$212	\$106
76616	A	150	DAN	DAN Brshd Gld Midi Chrm Vnity	\$11.08	\$10.50	\$24.99	21	\$233	\$116
76615	A	150	DAN	DAN Gun Mtl Mid Chrm Vnty Mirr	\$11.59	\$10.50	\$24.99	7	\$76	\$38
76614	A	150	DAN	DAN Midi Chrm Vanity Mirr	\$11.02	\$10.50	\$24.99	8	\$87	\$44
62276	A	130	DER	DER FD Linen Smth Liq Camo	\$20.23	\$20.90	\$38.00	15	\$294	\$147
75402	A	120	DER	DER 3.4oz Makeup Dissolver	\$13.20	\$13.20	\$24.00	12	\$155	\$78
62272	A	130	DER	DER Medium Quick Fix Body	\$15.88	\$15.95	\$29.00	13	\$212	\$106
62265	A	130	DER	DER Almond Quick Fix Body	\$15.84	\$15.95	\$29.00	10	\$157	\$78
62284	A	130	DER	DER FD Cafe Smth Liq Camo	\$19.56	\$20.90	\$38.00	11	\$216	\$108
62271	A	130	DER	DER Caramel Quick Fix Body	\$15.73	\$15.95	\$29.00	8	\$126	\$63
73038	A	130	DER	DER FD 35W Flawless Creator	\$22.00	\$22.00	\$40.00	7	\$104	\$72
73041	A	130	DER	DER FD 45C Flawless Creator	\$22.00	\$22.00	\$40.00	8	\$188	\$93
61334	A	130	DER	DER 1oz Sand Beige Cover Creme	\$21.32	\$21.45	\$39.00	7	\$148	\$74
70408	A	105	DEV	DEV 8oz. Buildup Buster	\$8.40	\$8.40	\$27.99	394	\$3,310	\$1,655
66541	A	120	ELZ	ELZ 50pds Bright Retexture	\$30.24	\$30.24	\$56.00	36	\$1,085	\$543
72250	A	130	ELZ	ELZ FD Cream Bouncy Prft	\$21.33	\$21.33	\$39.50	27	\$576	\$288
66542	A	120	ELZ	ELZ 3.4oz Bight Emulsion	\$38.88	\$38.88	\$72.00	29	\$1,128	\$564
72252	A	130	ELZ	ELZ FD Beige Bouncy Prft	\$21.33	\$21.33	\$39.50	23	\$489	\$244
72251	A	130	ELZ	ELZ FD Neutral Beige Bouncy	\$21.33	\$21.33	\$39.50	25	\$544	\$272
66540	A	120	ELZ	ELZ 50caps Bright Night	\$45.36	\$45.36	\$84.00	14	\$1,103	\$552
66539	A	120	ELZ	ELZ 1oz Bright Day Serum	\$42.93	\$42.93	\$79.50	25	\$1,073	\$537
66499	A	130	ELZ	ELZ FD Cameo CLF SPF15	\$23.22	\$23.22	\$43.00	19	\$441	\$221
73082	A	130	ELZ	ELZ EC LS Nude Fizz Plush Up	\$14.04	\$14.04	\$26.00	0	\$0	\$0

TRADEMARK

REEL: 006588 FRAME: 0896

119660 \$456,478 \$228,239

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT RETAIL	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
72246	A	130	ELZ	ELZ FD Porcelain Bouncy Prft	\$21.33	\$21.33	\$39.50	12	\$256	\$128
72248	A	130	ELZ	ELZ FD Gld Ivry Bouncy Prft	\$21.33	\$21.33	\$39.50	15	\$320	\$160
72255	A	130	ELZ	ELZ FD Toasty Beige Bouncy Prft	\$21.33	\$21.33	\$39.50	11	\$235	\$117
72247	A	130	ELZ	ELZ FD Alabaster Bouncy Prft	\$21.33	\$21.33	\$39.50	10	\$213	\$107
66821	A	130	ELZ	ELZ FD Buff Cermide Lift Firm	\$23.22	\$23.22	\$43.00	7	\$163	\$81
66526	A	120	ELZ	ELZ 1.7oz Ovrnite Firm Mask	\$47.52	\$47.52	\$86.00	8	\$380	\$190
73099	A	130	ELZ	ELZ EC ES Not So Nude Trio	\$11.61	\$11.61	\$21.50	0	\$0	\$0
73096	A	130	ELZ	ELZ EC ES Forever Plum Trio	\$11.61	\$11.61	\$21.50	0	\$0	\$0
72254	A	130	ELZ	ELZ EC FD Wrm Hny Bouncy Prft	\$21.33	\$21.33	\$39.50	3	\$64	\$32
46954	A	100	ERM	ERM Univ Ltr Pump	\$0.28	\$0.28	\$1.99	40999	\$11,480	\$5,740
77108	A	140	FNB	FNB 3.8oz Rose Water Steamer	\$3.00	\$3.00	\$6.00	50	\$149	\$74
77114	A	140	FNB	FNB 3.8oz Coffee Shwr Steamer	\$3.00	\$3.00	\$6.00	47	\$140	\$70
77126	A	140	FNB	FNB 15oz Sprmnt Eucypts Fizzle	\$11.00	\$11.00	\$22.00	41	\$447	\$224
72977	A	140	FNB	FNB 8oz Coconut Milkshake	\$7.58	\$7.50	\$15.00	30	\$225	\$112
77129	A	140	FNB	FNB 15oz Bick Ambt Lvndr Fizzi	\$11.00	\$11.00	\$22.00	25	\$275	\$140
77127	A	140	FNB	FNB 15oz Rainbow Shrbt Fizzles	\$11.00	\$11.00	\$22.00	12	\$132	\$66
77130	A	140	FNB	FNB 1oz Watermelon Lip Scrub	\$4.00	\$4.00	\$8.00	16	\$62	\$31
77125	A	140	FNB	FNB 16oz Rainbow Sherbet Elixir	\$7.50	\$7.50	\$15.00	19	\$143	\$71
77122	A	140	FNB	FNB 10oz Rainbow Sherbet Scrub	\$7.50	\$7.50	\$15.00	8	\$60	\$30
57554	A	197	FRM	FRM EA Manq Caucasian Isabel	\$37.24	\$37.50	\$37.50	6	\$223	\$112
74954	A	180	GIB	GIB 4.5oz Hangman Shwrifs Sh	\$7.00	\$7.00	\$18.99	16	\$112	\$56
74948	A	180	GIB	GIB 5.75oz Hitman Texture Spry	\$7.50	\$7.50	\$19.99	16	\$120	\$60
74952	A	180	GIB	GIB 7.5oz El Rey Styling Jam	\$8.00	\$8.00	\$20.99	14	\$104	\$52
74941	A	180	GIB	GIB 4oz EC SDM Clear Shave Gel	\$3.25	\$3.25	\$8.99	3	\$10	\$5
74950	A	180	GIB	GIB 3oz Rico Bandito Shine	\$8.00	\$8.00	\$20.99	0	\$0	\$0
73127	A	150	HDO	HDO 18in8PC Wavy EXT Ebony	\$35.55	\$35.55	\$79.99	0	\$0	\$0
73119	A	150	HDO	HDO INVSB EXT Honey Ginger	\$35.55	\$35.55	\$79.99	0	\$0	\$0
73120	A	150	HDO	HDO INVSB EXT Buttered Toast	\$35.55	\$35.55	\$79.99	0	\$0	\$0
73128	A	150	HDO	HDO 18in8PC Wavy EXT Drk Chclt	\$35.55	\$35.55	\$79.99	0	\$0	\$0

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT RETAIL	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
74032	A	100	HPZ	HPZ 25.4oz Herbal Healthy CD	\$7.14	\$7.54	\$25.99	639	\$6,704	\$3,352
74027	A	100	HPZ	HPZ 25.4oz Herbal Healthy Sh	\$7.10	\$7.25	\$24.99	923	\$6,553	\$3,277
73733	A	100	HPZ	HPZ 3oz CD Triple Moisture	\$2.25	\$2.25	\$7.99	697	\$1,569	\$785
74036	A	100	HPZ	HPZ 7oz Herbal Dry Shampoo	\$4.50	\$5.79	\$16.99	562	\$2,530	\$1,265
73732	A	100	HPZ	HPZ 3oz SH Triple Moisture	\$2.25	\$2.25	\$7.99	360	\$830	\$405
73730	A	100	HPZ	HPZ 3oz SH Pomegranate	\$2.25	\$2.25	\$7.99	294	\$662	\$331
73731	A	100	HPZ	HPZ 3oz CD Pomegranate	\$2.25	\$2.25	\$7.99	274	\$617	\$308
73726	A	100	HPZ	HPZ 3oz SH Original	\$2.25	\$2.25	\$7.99	263	\$592	\$296
73735	A	100	HPZ	HPZ 3oz CD Grapefruit Rasp	\$2.25	\$2.25	\$7.99	264	\$594	\$297
73727	A	100	HPZ	HPZ 3oz CD Original	\$2.25	\$2.25	\$7.99	231	\$530	\$260
73725	A	100	HPZ	HPZ 3oz CD Swt Pineapple	\$2.25	\$2.25	\$7.99	228	\$513	\$257
73734	A	100	HPZ	HPZ 3oz SH Grapefruit Rasp	\$2.25	\$2.25	\$7.99	228	\$513	\$257
73724	A	100	HPZ	HPZ 3oz SH Swt Pineapple	\$2.25	\$2.25	\$7.99	216	\$485	\$243
74038	A	100	HPZ	HPZ 8oz Herbal Med Hold HS	\$4.62	\$5.79	\$19.99	302	\$1,393	\$696
74035	A	100	HPZ	HPZ 2.65oz Fix Style Sclpt	\$4.92	\$4.92	\$16.99	98	\$480	\$240
77156	A	140	HZB	HZB 17oz Blubrry Lvndr Chml	\$7.38	\$8.12	\$27.99	712	\$5,253	\$2,626
65998	A	140	HZB	HZB 8.5oz BW SwtPnAple&HnyMein	\$4.17	\$5.51	\$18.99	375	\$1,357	\$679
33889	A	140	HZB	HZB 9oz Body Scrub Sandlew	\$4.66	\$4.93	\$15.99	277	\$1,291	\$646
69775	A	140	HZB	HZB 17oz Vanilla Ginger Lotion	\$7.00	\$8.12	\$27.99	274	\$1,915	\$957
67270	A	140	HZB	HZB 8.5oz SPF30 Bdy Moist YzSt	\$7.40	\$8.69	\$28.99	201	\$1,484	\$742
55309	A	140	HZB	HZB After Sun Cool Gel & Hydrt	\$4.88	\$5.79	\$18.99	74	\$359	\$180
72713	A	180	JCK	JCK 30PK All-Over Wipes	\$6.75	\$6.75	\$15.00	9	\$61	\$30
76333	A	180	JCK	JCK EC 8oz Oil Control Toner	\$11.25	\$11.25	\$25.00	6	\$68	\$34
63025	A	180	JCK	JCK 16oz Volume Thickening Sh	\$12.60	\$12.60	\$28.00	11	\$336	\$68
37809	A	100	JOI	JOI 10.1oz Cd Clr Endure	\$5.29	\$5.40	\$17.99	135	\$976	\$488
63901	A	100	JOI	JOI 10.1oz Clr Enhance Prpl Cd	\$5.67	\$5.70	\$18.99	143	\$800	\$400
63898	A	100	JOI	JOI 10.1oz Clr Enhance Bl Sh	\$5.04	\$5.10	\$16.99	139	\$700	\$350
41298	A	100	JOI	JOI 10.1oz Sh Violet Clr Endur	\$4.99	\$5.10	\$16.99	115	\$571	\$287
47306	A	100	JOI	JOI 1.7oz Sh Kpak	\$1.44	\$1.50	\$4.99	66	\$96	\$48

115660 \$456,478 \$128,139

119660 \$456,478 \$228,239

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
37806	A	100	JOI	JOI 10.1oz Sh Clr Endure	\$4.70	\$4.80	RETAIL	71	\$335	\$168
41299	A	100	JOI	JOI 10.1oz Cd Violet Clr Endur	\$4.99	\$5.70	\$18.99	60	\$289	\$150
37738	A	100	JOI	JOI 10.1oz Cd Thickening	\$5.07	\$5.10	\$16.99	62	\$315	\$158
63899	A	100	JOI	JOI 10.1oz Clr Enhance Bl Cd	\$5.36	\$5.70	\$18.99	62	\$330	\$165
71538	A	100	JOI	JOI 5.1oz Blonde Life Masque	\$6.00	\$6.30	\$20.99	36	\$217	\$109
37773	A	100	JOI	JOI 10.1oz K-Pak Shampoo	\$4.63	\$4.80	\$15.99	36	\$167	\$84
73812	A	100	KCL	KCL 2oz Clenditioner Platinum	\$2.70	\$2.70	\$9.00	44	\$119	\$60
73807	A	100	KCL	KCL 12oz Clenditioner Silver	\$6.60	\$6.60	\$22.00	41	\$273	\$137
73815	A	100	KCL	KCL 12oz Clenditioner Rose Gld	\$6.60	\$6.60	\$22.00	33	\$220	\$110
73810	A	100	KCL	KCL 2oz Clenditioner Red	\$2.68	\$2.70	\$9.00	17	\$46	\$23
73805	A	100	KCL	KCL 12oz Clenditioner Sil Blue	\$6.60	\$6.60	\$22.00	4	\$59	\$30
73802	A	100	KCL	KCL 2oz Clenditioner Lt Pink	\$2.65	\$2.70	\$9.00	6	\$16	\$8
73813	A	100	KCL	KCL 12oz Clenditioner Platinum	\$6.60	\$6.60	\$22.00	13	\$83	\$42
73803	A	100	KCL	KCL 12oz Clenditioner Lt Pink	\$6.60	\$6.60	\$22.00	4	\$26	\$13
73800	A	100	KCL	KCL 2oz Clenditioner Blue	\$2.69	\$2.70	\$9.00	7	\$19	\$9
73809	A	100	KCL	KCL 12oz Clenditioner Purple	\$6.60	\$6.60	\$22.00	7	\$48	\$24
72618	A	100	KLO	KLO 3.2oz Dry Sh Nettle	\$8.38	\$8.40	\$20.00	90	\$752	\$376
72613	A	100	KLO	KLO 3.2oz All Hr Types Dry Sh	\$8.40	\$8.40	\$20.00	86	\$726	\$363
72616	A	100	KLO	KLO 3.2oz Dry Sh Brunettes	\$8.41	\$8.40	\$20.00	77	\$645	\$323
72624	A	100	KLO	KLO 13.5oz Olive Ext Aging Sh	\$9.24	\$9.24	\$22.00	30	\$185	\$92
72589	A	100	KLO	KLO 4.2oz 1v-In Mango Butter	\$7.09	\$7.56	\$18.00	16	\$113	\$57
72600	A	100	KLO	KLO 6.7oz Pom Anti Fade Cd	\$8.40	\$8.40	\$20.00	20	\$168	\$84
72603	A	100	KLO	KLO 6.7oz Chamomile Blonde Cd	\$8.40	\$8.40	\$20.00	15	\$126	\$63
72599	A	100	KLO	KLO 6.7oz Pom Anti Fade Sh	\$8.40	\$8.40	\$20.00	18	\$151	\$76
72604	A	100	KLO	KLO 4.2oz Lightening Cham Spray	\$7.56	\$7.56	\$18.00	9	\$68	\$34
72593	A	100	KLO	KLO 6.7oz Desert Date Dmg Cd	\$8.40	\$8.40	\$20.00	15	\$126	\$63
72622	A	100	KLO	KLO 13.5oz Quinine Thin Sh	\$9.24	\$9.24	\$22.00	12	\$111	\$55
72620	A	100	KLO	KLO 13.5oz Oat Milk Refresh Sh	\$8.40	\$8.40	\$20.00	14	\$118	\$59
72587	A	100	KLO	KLO 13.5oz Mango Butter Dry Sh	\$8.40	\$8.40	\$20.00	11	\$92	\$46

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
72595	A	100	KLO	KLO 5oz Mask Desert Date Damag	\$10.92	\$10.92	RETAIL	10	\$109	\$55
72625	A	100	KLO	KLO 6.7oz Olive Ex Aging Cd	\$9.24	\$9.24	\$26.00	11	\$102	\$51
72602	A	100	KLO	KLO 13.5oz Chamomile Blonde Sh	\$8.40	\$6.30	\$15.00	9	\$76	\$38
72626	A	100	KLO	KLO 4.2oz Lv-In Olive Ex Aging	\$9.96	\$9.24	\$22.00	11	\$110	\$55
72590	A	100	KLO	KLO 5oz Mask Mango Butter Dry	\$10.92	\$10.92	\$26.00	7	\$76	\$38
72592	A	100	KLO	KLO 13.5oz Desert Date Damage	\$8.40	\$8.40	\$20.00	5	\$42	\$21
72607	A	100	KLO	KLO 6.7oz Centaury Bind Gry Sh	\$6.30	\$6.30	\$15.00	6	\$38	\$19
72585	A	100	KLO	KLO 6.7oz Flax Fiber Fine Cd	\$8.40	\$8.40	\$20.00	5	\$42	\$21
70604	A	100	KMS	KMS 6.7oz TF Smoothing Reconst	\$6.00	\$7.65	\$24.99	41	\$246	\$123
70580	A	100	KMS	KMS 10.1oz Head Rem Cleanse Sh	\$5.16	\$6.60	\$21.49	10	\$52	\$26
31791	A	105	KNR	KNR 8oz 17 Volume Mousse Extra	\$4.80	\$5.10	\$15.99	1321	\$6339	\$3169
76823	A	105	KNR	KNR 5oz Refresh DryShmp Foam	\$6.60	\$6.60	\$21.99	192	\$1270	\$635
76845	A	105	KNR	KNR 6.7oz Root Mousse 8	\$6.60	\$6.60	\$21.99	58	\$381	\$191
70637	A	105	KRA	KRA 8oz Volumizing Keratin Cd	\$10.50	\$10.50	\$29.99	25	\$265	\$132
70644	A	105	KRA	KRA 8.5oz Day Scalp Infusion	\$21.00	\$21.00	\$59.99	10	\$710	\$105
70639	A	105	KRA	KRA 8oz Vol Keratin Dp Hyd Cd	\$10.54	\$10.50	\$29.99	17	\$180	\$90
70638	A	105	KRA	KRA 8oz Scalp Stimu Hydra Sh	\$10.50	\$10.50	\$29.99	14	\$151	\$76
70647	A	105	KRA	KRA 2oz Marula Hr Oil Tret Mst	\$12.25	\$12.25	\$34.99	7	\$86	\$43
70635	A	105	KRA	KRA 8oz Scalp Stimulating Sh	\$10.53	\$10.50	\$29.99	13	\$133	\$66
70650	A	105	KRA	KRA 3.5oz Vol Boost Dry Sh	\$8.75	\$8.75	\$24.99	6	\$53	\$26
70645	A	105	KRA	KRA 3.4oz Lift & Repr Tretm Sp	\$6.30	\$6.30	\$17.99	5	\$32	\$16
70653	A	105	KRA	KRA 3.7oz Cl Denst Trt Med Br	\$11.99	\$11.99	\$33.99	6	\$72	\$36
70648	A	105	KRA	KRA 2oz Int Ovrnght Hr Rep Srm	\$16.80	\$16.80	\$47.99	5	\$84	\$42
70654	A	105	KRA	KRA 3.7oz Cl Density Trt Dk Br	\$11.90	\$11.90	\$33.99	4	\$48	\$24
70642	A	105	KRA	KRA 2oz Follicle Boosting Srm	\$9.46	\$9.80	\$27.99	7	\$68	\$34
71930	A	130	LAG	LAG ES Downtown Cool Palette	\$21.00	\$21.00	\$42.00	33	\$696	\$349
69396	A	130	LAG	LAG FD GldMed Cover Lock Cream	\$18.87	\$19.00	\$38.00	35	\$653	\$326
63658	A	130	LAG	LAG Bakd Rad Conceal Pot Brush	\$10.00	\$10.00	\$20.00	17	\$166	\$83
73893	A	130	LAG	LAG LS Brooklyn Belge	\$8.24	\$10.50	\$21.00	16	\$132	\$66

119660 \$456,478 \$228,239

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT	Revised Transfer Units	Revised Total Transfer Cost	Revised Inventory Value at 50% off
62764	A	130	LAG	LAG FD Brush Baked Liq	\$12.50	\$12.50	RETAIL	9	\$110	\$55
69399	A	130	LAG	LAG FD Honey Cover Lock Cream	\$19.00	\$19.00	\$25.00	15	\$285	\$143
69397	A	130	LAG	LAG FD Sand Cover Lock Cream	\$18.89	\$19.00	\$38.00	10	\$189	\$94
69400	A	130	LAG	LAG FD Deep Cover Lock Cream	\$19.00	\$19.00	\$38.00	11	\$209	\$105
73904	A	130	LAG	LAG EL GidBik Line Define Dual	\$12.00	\$12.00	\$24.00	6	\$72	\$36
73903	A	130	LAG	LAG EL PlatBik Line Dfm Dual	\$12.00	\$12.00	\$24.00	5	\$60	\$30
70701	A	100	LNZ	LNZ 33.8oz Moist Tamaru Crm Sh	\$12.89	\$18.00	\$59.99	61	\$789	\$394
70745	A	100	LNZ	LNZ 33.8oz Vol Thickening Cd	\$13.24	\$18.00	\$59.99	58	\$763	\$381
70684	A	100	LNZ	LNZ 33.8oz CirCare Preserve Cd	\$17.29	\$18.00	\$59.99	36	\$622	\$311
70747	A	100	LNZ	LNZ 33.8oz Vol Thickening Sh	\$11.10	\$18.00	\$59.99	28	\$310	\$155
70761	A	100	LNZ	LNZ 3.4oz Keratin Oil Treatmt	\$13.50	\$13.50	\$44.99	20	\$267	\$134
70682	A	100	LNZ	LNZ 8.5oz ColorCare Preserv Cd	\$8.35	\$8.70	\$28.99	18	\$150	\$75
70691	A	100	LNZ	LNZ 5.1oz CirCare Trauma Treat	\$8.96	\$9.00	\$29.99	15	\$137	\$69
70708	A	100	LNZ	LNZ 8.5oz Smooth Glossfying Cd	\$8.49	\$8.70	\$28.99	8	\$68	\$34
70710	A	100	LNZ	LNZ 10.1oz Smooth Glossflyn Sh	\$8.49	\$8.70	\$28.99	8	\$68	\$34
70744	A	100	LNZ	LNZ 8.5oz Volume Thickening Cd	\$8.74	\$9.00	\$29.99	13	\$110	\$55
68771	A	105	LVP	LVP 2oz PhD Cd	\$4.42	\$4.95	\$11.00	254	\$1,023	\$562
68769	A	105	LVP	LVP 2oz PhD Sh	\$4.44	\$4.95	\$11.00	206	\$915	\$497
68772	A	105	LVP	LVP EC 4oz Fresh Cut	\$11.07	\$11.25	\$25.00	81	\$900	\$450
68761	A	105	LVP	LVP EC 4OZ NorFrizz Lvin Cd	\$11.14	\$11.70	\$26.00	55	\$609	\$305
68773	A	105	LVP	LVP EC 4oz PHD Night Cap	\$12.81	\$13.05	\$29.00	35	\$492	\$226
68825	A	105	LVP	LVP EC .85oz NoFrz Nrsh Oil	\$8.99	\$9.00	\$20.00	20	\$177	\$89
59816	A	105	NEU	NEU 25.4oz neuSM Sh	\$12.13	\$16.50	\$54.99	157	\$1,901	\$950
59839	A	105	NEU	NEU 25.4oz reNeu Cd	\$13.01	\$18.00	\$59.99	53	\$691	\$345
59803	A	105	NEU	NEU 2.5oz neuMoist Intns Msque	\$5.40	\$5.40	\$17.99	17	\$92	\$46
59807	A	105	NEU	NEU 6.8oz neuRepair Argan Oil	\$13.50	\$13.50	\$44.99	10	\$135	\$68
59822	A	105	NEU	NEU 2.5oz neuStyling Extender	\$2.59	\$3.00	\$8.99	7	\$16	\$9
59841	A	105	NEU	NEU 3.4oz reNeu Scalp Therapy	\$7.50	\$7.50	\$24.99	11	\$83	\$41
59837	A	105	NEU	NEU 6.8oz neuVOL Surf Lotion	\$7.20	\$7.20	\$23.99	6	\$43	\$22

119660 \$456,470 \$128,239

119660 \$456,478 \$228,239

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT RETAIL	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
59830	A	105	NEU	NEU 2.5oz neuVOL BlwOut Mist	\$2.71	\$3.00	\$8.99	7	\$19	\$9
59812	A	105	NEU	NEU 2.5oz neuSM Leave On Cd	\$2.84	\$3.00	\$9.99	6	\$14	\$7
59846	A	105	NEU	NEU 2.5oz reNeu Tangle Me Free	\$2.73	\$3.00	\$8.99	3	\$8	\$4
59844	A	105	NEU	NEU 2.5oz reNeu Sh	\$2.81	\$3.00	\$8.99	3	\$8	\$4
59817	A	105	NEU	NEU 2.5oz neuSM Sh	\$2.59	\$3.00	\$9.99	2	\$5	\$3
59814	A	105	NEU	NEU 2.5oz neuSM Rvltzng Msque	\$6.00	\$6.00	\$19.99	2	\$12	\$6
59815	A	105	NEU	NEU 10.1oz neuSM Sh	\$7.79	\$8.10	\$26.99	1	\$8	\$4
59806	A	105	NEU	NEU 2.5oz neuMoist Sh	\$2.84	\$3.00	\$8.99	0	\$0	\$0
59840	A	105	NEU	NEU 2.5oz reNeu Cd	\$2.66	\$3.00	\$8.99	0	\$0	\$0
59809	A	105	NEU	NEU 2.5oz neuSM Illumntng Srm	\$6.60	\$7.20	\$21.99	0	\$0	\$0
59823	A	105	NEU	NEU 6.8oz neuStyling Firm	\$7.20	\$7.20	\$23.99	1	\$7	\$4
59805	A	105	NEU	NEU 25.4oz neuMoist Sh	\$14.60	\$15.00	\$49.99	5	\$66	\$33
59808	A	105	NEU	NEU 2.5oz neuRepair Argan Oil	\$6.89	\$7.20	\$23.99	0	\$0	\$0
59828	A	105	NEU	NEU 4oz neuStyling Texturizer	\$7.20	\$7.20	\$23.99	0	\$0	\$0
36518	A	100	NIO	NIO Lir Cd System 2 Scalp Ther	\$11.07	\$15.00	\$49.99	978	\$10,821	\$5,410
51328	A	100	NIO	NIO 10.1oz SH System 2	\$5.14	\$6.00	\$19.99	250	\$1,283	\$642
64720	A	100	NIO	NIO 16.9oz Cd System 2	\$8.88	\$8.55	\$28.49	180	\$1,596	\$798
51331	A	100	NIO	NIO 10.1oz Cd System 2	\$6.25	\$7.20	\$23.99	151	\$984	\$472
51345	A	100	NIO	NIO 10.1oz SH System 4	\$5.35	\$6.00	\$19.99	114	\$612	\$306
29936	A	100	NIO	NIO 10.1oz Sh System 3	\$5.24	\$6.00	\$19.99	104	\$544	\$272
45807	A	100	NIO	NIO 6.8oz SR Medicating Clnsr	\$6.51	\$6.90	\$22.99	104	\$675	\$337
29931	A	100	NIO	NIO 10.1oz Sh System 1	\$5.20	\$6.00	\$19.99	74	\$585	\$293
74774	A	140	NOM	NOM Stache Lip Wx Kit 24 Ct	\$4.26	\$4.80	\$12.00	77	\$330	\$165
74777	A	140	NOM	NOM Unibrow Wx Kt 20 Ct	\$6.40	\$6.40	\$16.00	14	\$90	\$45
74776	A	140	NOM	NOM Bush Bikini Wx Kt 16 Ct	\$4.80	\$4.80	\$12.00	12	\$58	\$29
76102	A	130	NYX	NYX Barn to Glow Highlight Plfte	\$13.75	\$13.75	\$25.00	139	\$1,909	\$954
75990	A	130	NYX	NYX MAS Worth the Hype Mascara	\$4.41	\$4.40	\$8.00	128	\$564	\$282
75945	A	130	NYX	NYX EL Epic Ink Liner	\$4.40	\$4.95	\$9.00	99	\$486	\$243
76134	A	130	NYX	NYX Matte Mkup Sitrng Spray	\$4.55	\$4.68	\$8.50	81	\$369	\$184

TRADEMARK

REEL: 006588 FRAME: 0902

119660 \$456,476 \$738,339

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
76066	A	130	NYX	NYX Hghight & Contour Pro Pite	\$13.75	\$13.75	RETAIL	90	\$1,099	\$549
76038	A	130	NYX	NYX Tea Rose LS Matte	\$3.58	\$3.30	\$6.00	17	\$61	\$30
76119	A	130	NYX	NYX Concealer Wand Deep Golden	\$2.75	\$3.30	\$6.00	22	\$61	\$30
76084	A	130	NYX	NYX Face&Body Glitter Silver	\$3.30	\$3.58	\$6.50	21	\$69	\$35
76028	A	130	NYX	NYX Aria LS Matte	\$3.58	\$3.30	\$6.00	19	\$68	\$34
76182	A	130	NYX	NYX Total Ctrl Fndtn Porcelain	\$7.70	\$7.70	\$14.00	16	\$129	\$62
76029	A	130	NYX	NYX Eden LS Matte	\$3.58	\$3.30	\$6.00	17	\$61	\$30
76184	A	130	NYX	NYX Disco Rage LL Slide On Pen	\$4.40	\$4.40	\$8.00	13	\$87	\$19
76087	A	130	NYX	NYX Teen Dream LS Pwdr Puff	\$4.68	\$4.68	\$8.50	15	\$70	\$35
76051	A	130	NYX	NYX Med Dk Mineral fnsng PD	\$5.50	\$5.50	\$10.00	13	\$72	\$36
75991	A	130	NYX	NYX Deep Wonder Stk CN	\$6.60	\$6.60	\$12.00	15	\$99	\$50
76227	A	130	NYX	NYX TC Drops FD Soft Beige	\$7.70	\$7.70	\$14.00	15	\$116	\$58
76170	A	130	NYX	NYX Butter LG Lngrie Gloss	\$4.13	\$4.13	\$7.50	19	\$78	\$39
76040	A	130	NYX	NYX BP Tame and Frame Brunette	\$3.85	\$3.85	\$7.50	11	\$62	\$31
76063	A	130	NYX	NYX Face and Body Glitter Rose	\$3.34	\$3.58	\$6.50	12	\$40	\$20
76223	A	130	NYX	NYX EI Pencil Gun Metal	\$4.40	\$4.40	\$8.00	16	\$70	\$35
76146	A	130	NYX	NYX Sable LG Lingerie Shimmer	\$4.13	\$4.13	\$7.50	15	\$62	\$31
76189	A	130	NYX	NYX Total Ctrl Drp Fd Vanilla	\$7.70	\$7.70	\$14.00	10	\$77	\$39
76067	A	130	NYX	NYX Face and Body Glitter Teal	\$3.30	\$3.58	\$6.50	14	\$46	\$23
76027	A	130	NYX	NYX BP Tame and Frame Blonde	\$3.85	\$3.85	\$7.50	13	\$50	\$25
76072	A	130	NYX	NYX Face and Body Glitter Ice	\$3.33	\$3.58	\$6.50	12	\$40	\$20
76176	A	130	NYX	NYX Honey Dew Me Up PR	\$9.35	\$9.35	\$17.00	9	\$84	\$42
76179	A	130	NYX	NYX Total Ctrl FD Alabaster	\$7.70	\$7.70	\$14.00	7	\$54	\$27
76131	A	130	NYX	NYX Dewy Mkup Stting Spray	\$4.42	\$4.68	\$8.50	7	\$31	\$15
76011	A	130	NYX	NYX Cannes LS Sft Matte Crm	\$3.58	\$3.58	\$6.50	10	\$36	\$18
76101	A	130	NYX	NYX Concealer Wand Nude Beige	\$3.31	\$3.30	\$6.00	11	\$36	\$18
76107	A	130	NYX	NYX Concealer Wand Glow	\$2.75	\$3.30	\$6.00	11	\$30	\$15
76183	A	130	NYX	NYX Total Ctrl Fd Light Ivory	\$7.70	\$7.70	\$14.00	5	\$39	\$19
76178	A	130	NYX	NYX Angel Veil Perfecting PR	\$8.80	\$8.80	\$16.00	16	\$143	\$71

119660 \$456,474 \$318,339

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT RETAIL	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
76196	A	130	NYX	NYX Total Cn Drp Fd True Beige	\$7.70	\$7.70	\$14.00	6	\$46	\$13
76008	A	130	NYX	NYX Transylvan LS SFT Mat Crm	\$3.58	\$3.58	\$6.50	7	\$25	\$13
75976	A	130	NYX	NYX BP Black Micro	\$5.51	\$5.50	\$10.00	4	\$22	\$11
76026	A	130	NYX	NYX Siren LS Matte	\$3.58	\$3.30	\$6.00	7	\$25	\$13
76085	A	130	NYX	NYX Pop Quiz LS Powder Puff Lip	\$4.68	\$4.68	\$8.50	7	\$33	\$16
63827	A	120	OGN	OGN 1.7oz MADP Skin Moisture	\$22.72	\$23.00	\$46.00	50	\$1,136	\$568
67783	A	120	OGN	OGN 5oz Essence Ltin Org Skin	\$14.45	\$15.00	\$30.00	59	\$853	\$426
67782	A	120	OGN	OGN Serum Original Skin	\$27.21	\$27.50	\$55.00	33	\$887	\$444
67781	A	120	OGN	OGN GinZing Treat Lotion Mist	\$11.13	\$11.25	\$22.50	31	\$342	\$171
63784	A	120	OGN	OGN 1.7oz DrWMB Skn Illum Mois	\$25.64	\$28.00	\$56.00	20	\$513	\$256
63786	A	120	OGN	OGN 1.7oz DrWMB Skn Moist Oilf	\$27.34	\$28.00	\$56.00	13	\$355	\$178
63822	A	120	OGN	OGN 1.7oz ZO OilFree Moist Lot	\$14.97	\$15.00	\$30.00	13	\$200	\$100
63785	A	120	OGN	OGN 2.5oz DrWMB DrkSpt Nite Mk	\$26.90	\$29.50	\$59.00	11	\$293	\$146
63790	A	120	OGN	OGN 1oz MM Serum Skin Relief	\$26.42	\$28.00	\$56.00	9	\$246	\$123
67108	A	120	OGN	OGN 1oz DWAM Bright Serum 2.0	\$29.74	\$29.50	\$59.00	7	\$205	\$102
63787	A	120	OGN	OGN .5oz Drk Circle Eye Cream	\$22.05	\$23.00	\$46.00	4	\$88	\$44
63781	A	120	OGN	OGN 5oz WMB Skin Illum Cleans	\$15.35	\$16.50	\$33.00	6	\$90	\$45
63788	A	120	OGN	OGN 5oz MM Cleans Face Relief	\$15.42	\$16.50	\$33.00	5	\$84	\$42
67400	A	120	OGN	OGN 6ct PS YthRenw Sheet Mask	\$20.88	\$22.00	\$44.00	5	\$104	\$52
63839	A	120	OGN	OGN .3oz SSR Acne Treat Gel	\$8.78	\$9.00	\$18.00	6	\$50	\$25
66083	A	120	OGN	OGN 1.7oz PS Pwrful Lift Nck	\$30.14	\$32.00	\$64.00	5	\$164	\$82
72277	A	120	OGN	OGN 1.7oz GZ Boost Tint Moist	\$19.27	\$19.50	\$39.00	6	\$112	\$56
70283	A	120	OGN	OGN .5oz APW Eye Crm Age Dfms	\$19.42	\$20.50	\$41.00	5	\$89	\$45
57180	A	170	OPI	OPI .5oz BrzLive Love Carnaval	\$2.44	\$3.15	\$10.50	429	\$1,047	\$523
60516	A	170	OPI	OPI .5oz Inf Infinity BlueYond	\$0.78	\$3.90	\$13.00	253	\$197	\$99
34284	A	170	OPI	OPI Correct & CleanUp Pen	\$2.81	\$2.64	\$7.95	179	\$503	\$252
68335	A	170	OPI	OPI .5oz Inf Pompeii Purple	\$1.74	\$3.90	\$13.00	190	\$331	\$165
63777	A	170	OPI	OPI .5oz Inf You're Blushing	\$2.02	\$3.90	\$13.00	132	\$267	\$133
68340	A	170	OPI	OPI .5oz Inf Strawberry Mirgta	\$3.75	\$3.90	\$13.00	200	\$749	\$375

TRADEMARK

REEL: 006588 FRAME: 0904

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
69937	A	170	OPI	OPI .5oz FJ Do U Sea What I Se	\$2.85	\$3.15	RETAIL \$10.50	136	\$387	\$194
72075	A	170	OPI	OPI .5oz Ice Iceland Btl OPI	\$3.13	\$3.15	\$10.50	114	\$358	\$179
72091	A	170	OPI	OPI .5oz Ice Aurora Berry-alfs	\$3.14	\$3.15	\$10.50	114	\$359	\$179
38966	A	170	OPI	OPI .5oz R44 Princesses Rule	\$2.57	\$3.15	\$10.50	175	\$450	\$225
72106	A	170	OPI	OPI .5oz Ice INF Less is Norse	\$3.81	\$3.90	\$13.00	106	\$405	\$203
2947	A	170	OPI	OPI .5oz L64 Cajun Shrimp	\$2.67	\$3.15	\$10.50	160	\$426	\$213
60510	A	170	OPI	OPI .5oz Inf Raisin The Bar	\$3.82	\$3.90	\$13.00	93	\$355	\$178
72111	A	170	OPI	OPI .5oz Ice INF Aurora Berry	\$3.83	\$3.90	\$13.00	150	\$573	\$286
38035	A	170	OPI	OPI .5oz M23 Strawberry Margar	\$2.62	\$3.15	\$10.50	147	\$384	\$192
2955	A	170	OPI	OPI .5oz L87 Malaga Wine	\$2.79	\$3.15	\$10.50	90	\$251	\$125
72078	A	170	OPI	OPI .5oz Ice Suzi & Arctic Fox	\$3.12	\$3.15	\$10.50	86	\$268	\$134
60499	A	170	OPI	OPI .5oz Inf She Wnt On And On	\$3.77	\$3.90	\$13.00	80	\$301	\$151
60498	A	170	OPI	OPI .5oz Inf Frm Here To Etrny	\$3.76	\$3.90	\$13.00	86	\$323	\$161
57172	A	170	OPI	OPI .5oz Brz Taupe-Less Beach	\$2.53	\$3.15	\$10.50	79	\$189	\$100
68333	A	170	OPI	OPI .5oz Inf My Private Jet	\$3.82	\$3.90	\$13.00	85	\$330	\$165
72100	A	170	OPI	OPI .5oz Ice INF Iceland Btl OPI	\$3.82	\$3.90	\$13.00	68	\$260	\$130
60501	A	170	OPI	OPI .5oz Inf Run W Infmt Crowd	\$3.75	\$3.90	\$13.00	69	\$260	\$130
68327	A	170	OPI	OPI .5oz Inf Im Nt Rly Waitres	\$3.83	\$3.90	\$13.00	79	\$302	\$151
68330	A	170	OPI	OPI .5oz Inf Malaga Wine	\$3.81	\$3.90	\$13.00	73	\$278	\$139
72101	A	170	OPI	OPI .5oz Ice INF Wht Frds Thor	\$3.82	\$3.90	\$13.00	78	\$298	\$149
41215	A	170	OPI	OPI .5oz B59 My Private Jet	\$3.16	\$3.15	\$10.50	66	\$210	\$105
68336	A	170	OPI	OPI .5oz Inf Princesses Rule	\$3.75	\$3.90	\$13.00	103	\$405	\$202
68338	A	170	OPI	OPI .5oz Inf Samoan Sand	\$3.79	\$3.90	\$13.00	74	\$280	\$140
36398	A	170	OPI	OPI .5oz W42 Lincoln Park Afte	\$3.04	\$3.15	\$10.50	56	\$171	\$86
69946	A	170	OPI	OPI .5oz INF FJ 2-Time th Zone	\$3.59	\$3.90	\$13.00	61	\$219	\$109
48728	A	170	OPI	OPI .5oz Its a Girl	\$3.32	\$3.15	\$10.50	53	\$176	\$88
68345	A	170	OPI	OPI .5oz Inf You Dont Know Jcq	\$3.81	\$3.90	\$13.00	61	\$192	\$116
39471	A	170	OPI	OPI .5oz B56 Mod About You	\$3.16	\$3.15	\$10.50	50	\$157	\$78
20334	A	170	OPI	OPI Toe Separators	\$0.54	\$1.77	\$1.00	11	\$6	\$3

119660 \$456,478 \$228,239

119660 \$456,478 \$278,299

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
60518	A	170	OPI	OPI .5oz Inf WthStd Tst Thyme	\$3.80	\$3.90	RETAIL	47	\$177	\$89
66142	A	170	OPI	OPI .5oz NO Shes a Bad Muffta	\$3.10	\$3.15	\$10.50	53	\$164	\$82
68325	A	170	OPI	OPI .5oz Inf Dutch Tulips	\$3.75	\$3.90	\$13.00	54	\$204	\$102
68321	A	170	OPI	OPI .5oz Inf Cajun Shrimp	\$3.75	\$3.90	\$13.00	52	\$197	\$98
60497	A	170	OPI	OPI .5oz Inf Pretty Pink	\$3.75	\$3.90	\$13.00	59	\$223	\$111
60537	A	170	OPI	OPI .5oz Inf Count On It	\$3.76	\$3.90	\$13.00	38	\$144	\$77
72081	A	170	OPI	OPI .5oz Ice Less is Norse	\$3.15	\$3.15	\$10.50	41	\$139	\$65
72917	A	170	OPI	OPI .5oz INF Humidi-Tea	\$3.83	\$3.90	\$13.00	41	\$157	\$79
68339	A	170	OPI	OPI .5oz Inf Shes a Bd Mfitta	\$3.79	\$3.90	\$13.00	45	\$171	\$85
69954	A	170	OPI	OPI .5oz Inf FJ Suzi w/o paddl	\$3.67	\$3.90	\$13.00	44	\$163	\$81
64341	A	170	OPI	OPI .5oz Inf Defy Explanation	\$3.74	\$3.90	\$13.00	41	\$154	\$77
69538	A	170	OPI	OPI .5oz Inf Tiramisu for Two	\$3.75	\$3.90	\$13.00	43	\$161	\$81
69536	A	170	OPI	OPI .5oz Inf Thats Hula rious	\$3.75	\$3.90	\$13.00	43	\$161	\$81
47000	A	170	OPI	OPI .5oz Pink Flamenco	\$2.76	\$3.15	\$10.50	33	\$91	\$46
72104	A	170	OPI	OPI .5oz Ice INF Trn Nithrn Lts	\$3.82	\$3.90	\$13.00	36	\$138	\$69
60523	A	170	OPI	OPI .5oz Inf Tanacious Spirit	\$3.80	\$3.90	\$13.00	34	\$130	\$65
13900	A	170	OPI	OPI .5oz A05 Hawaiian Orchid	\$3.13	\$3.15	\$10.50	37	\$114	\$57
61228	A	170	OPI	OPI .5oz Do You Take Lei Away	\$2.98	\$3.15	\$10.50	34	\$102	\$51
72085	A	170	OPI	OPI .5oz Ice Ryvik All Ht Spts	\$3.14	\$3.15	\$10.50	60	\$188	\$94
69535	A	170	OPI	OPI .5oz Inf Sweet Heart	\$3.75	\$3.90	\$13.00	40	\$149	\$75
68328	A	170	OPI	OPI .5oz Inf Its a Girl	\$3.79	\$3.90	\$13.00	39	\$148	\$74
60534	A	170	OPI	OPI .5oz Inf It Never Ends	\$3.81	\$3.90	\$13.00	32	\$121	\$61
38033	A	170	OPI	OPI .5oz M21 My Chihuahua Bite	\$3.07	\$3.15	\$10.50	34	\$103	\$52
60500	A	170	OPI	OPI .5oz Inf Girls Wthut Limit	\$3.75	\$3.90	\$13.00	34	\$127	\$64
60526	A	170	OPI	OPI .5oz Inf Set in Stone	\$3.79	\$3.90	\$13.00	32	\$122	\$61
68332	A	170	OPI	OPI .5oz Inf My AddrIs Is Hlywd	\$3.75	\$3.90	\$13.00	33	\$125	\$63
60508	A	170	OPI	OPI .5oz Inf Grapely Admired	\$3.75	\$3.90	\$13.00	31	\$116	\$58
36440	A	170	OPI	OPI .5oz B36 That's Berry Dari	\$3.13	\$3.15	\$10.50	29	\$89	\$45
61232	A	170	OPI	OPI .5oz Suzi Shops Island Hps	\$3.10	\$3.15	\$10.50	29	\$91	\$46

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
69949	A	170	OPI	OPI .5oz INF FJ Polly want Laq	\$3.68	\$3.90	RETAIL \$13.00	32	\$118	\$59
48235	A	170	OPI	OPI .5oz Meet Me on the Star F	\$3.15	\$3.15	\$10.50	30	\$95	\$48
28643	A	170	OPI	OPI .5oz A15 Dulce de Leche	\$3.14	\$3.15	\$10.50	28	\$87	\$43
68324	A	170	OPI	OPI .5oz Inf Dulce de Leche	\$3.74	\$3.90	\$13.00	37	\$120	\$60
69953	A	170	OPI	OPI .5oz Inf FJ Sup Troicafiji	\$3.61	\$3.90	\$13.00	30	\$108	\$54
72084	A	170	OPI	OPI .5oz Ice One Heckla Color	\$3.11	\$3.15	\$10.50	35	\$78	\$39
72102	A	170	OPI	OPI .5oz Ice INF Krniglcl Ord	\$3.79	\$3.90	\$13.00	24	\$91	\$46
69932	A	170	OPI	OPI .5oz Fj 2 Timing the Zone	\$3.05	\$3.15	\$10.50	29	\$90	\$45
69935	A	170	OPI	OPI .5oz Fj Get Na O My Honmoo	\$2.91	\$3.15	\$10.50	26	\$74	\$37
67943	A	170	OPI	OPI .5oz DC Squeaker of House	\$3.14	\$3.15	\$10.50	28	\$89	\$44
68342	A	170	OPI	OPI .5oz Inf Tickle My Francey	\$3.81	\$3.90	\$13.00	26	\$99	\$50
36439	A	170	OPI	OPI .5oz B35 Charged Up Cherry	\$3.12	\$3.15	\$10.50	23	\$72	\$36
69512	A	170	OPI	OPI .5oz Inf Cant Find my Czbk	\$3.75	\$3.90	\$13.00	24	\$90	\$45
69527	A	170	OPI	OPI .5oz Inf Mod About You	\$3.75	\$3.90	\$13.00	22	\$83	\$41
67951	A	170	OPI	OPI .5oz DC We The Female	\$3.15	\$3.15	\$10.50	23	\$72	\$36
61230	A	170	OPI	OPI .5oz Go With Lava Flow	\$3.00	\$3.15	\$10.50	18	\$54	\$27
69539	A	170	OPI	OPI .5oz Inf Your Sch a BudPes	\$3.75	\$3.90	\$13.00	16	\$59	\$30
63341	A	105	OUI	OUI 8.5oz Moist Lock Lv In Cd	\$6.32	\$9.10	\$25.99	66	\$416	\$208
67473	A	105	OUI	OUI 12oz Kinky Trp Trt Deep Cd	\$12.14	\$13.30	\$37.99	58	\$702	\$351
63356	A	105	OUI	OUI 8.5oz Curl Quench Mst Gel	\$9.08	\$9.10	\$25.99	42	\$384	\$192
63353	A	105	OUI	OUI 6oz VitalCurl Gel Cream	\$9.10	\$9.10	\$25.99	41	\$369	\$184
71614	A	105	OUI	OUI Adv Climate Cntrl Cd	\$8.40	\$8.40	\$23.99	36	\$305	\$152
71613	A	105	OUI	OUI 8.5oz Adv Climate Cntrl Sh	\$7.70	\$7.70	\$21.99	23	\$177	\$89
65706	A	105	OUI	OUI 33oz VitalCurl Gentle Sh	\$17.50	\$17.50	\$49.99	18	\$315	\$158
67472	A	105	OUI	OUI 16oz Kinky No Clns Cd	\$12.76	\$12.60	\$35.99	11	\$140	\$70
71611	A	105	OUI	OUI 8.5oz Adv Climate Cntrl Gl	\$8.82	\$9.10	\$25.99	29	\$254	\$127
67471	A	105	OUI	OUI 33.8oz Kinky No Clns Cd	\$19.25	\$19.25	\$54.99	28	\$339	\$170
67469	A	105	OUI	OUI 33.8oz Kinky Low Clns Cd	\$19.25	\$19.25	\$54.99	10	\$193	\$96
71612	A	105	OUI	OUI 33oz Adv Climate Cntrl Gel	\$25.07	\$26.25	\$74.99	30	\$496	\$248

119660 \$456,478 \$228,239

119660 \$456,478 \$28,739

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT RETAIL	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
71616	A	105	OUI	OUI 33oz Adv Climate Cntrl Cd	\$23.29	\$24.50	\$69.99	18	\$419	\$210
65708	A	105	OUI	OUI 33oz CurlQuench Moist Sh	\$17.50	\$17.50	\$49.99	17	\$299	\$150
63366	A	105	OUI	OUI 8.5oz Nourish Cleanse Oil	\$8.43	\$9.10	\$25.99	6	\$51	\$25
67470	A	105	OUI	OUI 16oz Kinky Low Clns Cd	\$12.60	\$12.60	\$35.99	6	\$76	\$38
63351	A	105	OUI	OUI 8.5oz VitalCurl Gentle Sh	\$6.30	\$6.30	\$17.99	5	\$32	\$16
65707	A	105	OUI	OUI 33oz CurlQuench Moist Cd	\$17.50	\$17.50	\$49.99	13	\$221	\$110
71617	A	105	OUI	OUI 10oz Adv Climate Cntrl Set	\$13.30	\$13.30	\$37.99	11	\$144	\$72
63349	A	105	OUI	OUI 8.5oz PlayCurl Amp Spray	\$3.43	\$7.00	\$19.99	4	\$14	\$7
74959	A	105	OUI	OUI 6.8oz AdvClmt Rstr+Rv Biph	\$11.20	\$11.20	\$31.99	9	\$81	\$50
71615	A	105	OUI	OUI 33oz Adv Climate Cntrl Sh	\$24.50	\$24.50	\$69.99	7	\$179	\$89
44135	A	180	PAM	PAM 2.5oz TT Sh Special	\$2.09	\$2.70	\$5.25	1236	\$2,583	\$1,292
44138	A	180	PAM	PAM 2.5oz TT Cd Special	\$2.11	\$2.93	\$6.50	929	\$1,960	\$980
76736	A	180	PAM	PAM 33.8oz TT CD Special Color	\$10.04	\$15.00	\$40.00	946	\$9,499	\$4,750
76734	A	180	PAM	PAM 33.8oz TT SH Special Color	\$10.11	\$14.63	\$39.00	513	\$5,182	\$2,591
3090	A	100	PAM	PAM 33.8oz Shampoo Three	\$7.96	\$9.56	\$25.50	436	\$3,487	\$1,733
3085	A	100	PAM	PAM 33.8oz Shampoo Two	\$7.17	\$8.25	\$22.00	299	\$2,146	\$1,073
3107	A	100	PAM	PAM 33.8oz The Detangler	\$7.74	\$9.75	\$26.00	181	\$1,398	\$699
3074	A	100	PAM	PAM 33.8oz Baby Don't Cry	\$7.12	\$7.88	\$21.00	135	\$959	\$479
76738	A	180	PAM	PAM 4.2oz TT Wave Refresh Spry	\$6.38	\$6.38	\$17.00	49	\$313	\$156
73878	A	120	PHY	PHY .5oz UMW Eye Fix	\$34.00	\$34.00	\$68.00	69	\$2,338	\$1,169
75689	A	120	PHY	PHY .5oz Purity Eye Gello	\$12.00	\$12.00	\$24.00	33	\$194	\$97
74368	A	130	PHY	PHY FD 7.5 RHIAJ SKN TN	\$19.50	\$19.50	\$39.00	23	\$449	\$224
75687	A	120	PHY	PHY 3.4oz Purity Micellar Wtr	\$6.00	\$6.00	\$12.00	22	\$135	\$67
67634	A	120	PHY	PHY .85oz UMW Emulsion SPF30	\$37.50	\$37.50	\$75.00	11	\$413	\$206
75686	A	120	PHY	PHY 1oz RH Dew Concentrate	\$22.50	\$22.50	\$45.00	13	\$784	\$142
75688	A	120	PHY	PHY 6.7oz Purity Micellar Wtr	\$11.00	\$11.00	\$22.00	6	\$65	\$32
77682	A	100	PLP	PLP Berlin Dry Shampoo	\$7.50	\$7.50	\$25.00	16	\$120	\$60
77681	A	100	PLP	PLP 10oz Barcelona Tone Sh	\$9.60	\$9.60	\$32.00	9	\$85	\$43
57101	A	105	PRE	PRE 1.7oz Cd Strength Cure	\$2.63	\$2.63	\$7.99	299	\$733	\$366

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT RETAIL	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
57097	A	105	PRE	PRE 1.7oz Sh Strength Cure	\$2.63	\$2.63	\$7.99	261	\$687	\$344
64188	A	105	PRE	PRE 1.69oz Smooth Pfcfn Cd	\$2.63	\$2.63	\$7.49	262	\$688	\$344
64191	A	105	PRE	PRE 1.69oz Smooth Pfcfn Sh	\$2.63	\$2.63	\$7.49	250	\$688	\$329
71836	A	105	PRE	PRE 1.0oz Chn VI Instnt Lvtn	\$3.15	\$3.15	\$8.99	269	\$898	\$424
71831	A	105	PRE	PRE 1.7oz Clean Volume Cd	\$2.63	\$2.63	\$7.49	268	\$785	\$353
71834	A	105	PRE	PRE 1.7oz Clean Volume Sh	\$2.63	\$2.63	\$7.49	261	\$686	\$343
57107	A	105	PRE	PRE .5oz Strg Cure Spft End	\$3.50	\$3.50	\$9.99	171	\$598	\$299
56277	A	105	PRE	PRE 1oz Colour Fanatic	\$2.41	\$2.80	\$7.99	241	\$582	\$291
67067	A	105	PRE	PRE 4oz Clr Fanatic Whip Msk	\$15.40	\$15.40	\$43.99	130	\$2,002	\$1,001
75411	A	105	PRE	PRE 3.4oz Refresh Go Dry Sh	\$9.80	\$9.80	\$27.99	30	\$293	\$147
77649	A	105	PRE	PRE 3.8oz Strngth Cure BlindCD	\$19.49	\$23.80	\$68.00	32	\$624	\$312
56489	A	120	PTR	PTR 2oz Anti Aging Cleanse Gel	\$3.79	\$5.28	\$12.00	40	\$150	\$75
74220	A	120	PTR	PTR .5oz Firm X360 Eye Renew	\$33.00	\$33.00	\$75.00	43	\$1,406	\$703
74278	A	180	RDK	RDK 33.8oz Brew 3 in 1	\$7.11	\$8.10	\$26.99	1521	\$10,817	\$5,408
63399	A	100	RDK	RDK 1oz One United	\$1.61	\$3.00	\$9.99	1282	\$2,065	\$1,032
57160	A	100	RDK	RDK 2oz Guts 10	\$1.92	\$3.00	\$8.99	1404	\$2,697	\$1,348
69971	A	100	RDK	RDK 1.7oz Clr Ext Mag Sf Sh	\$1.65	\$1.95	\$6.49	1103	\$1,820	\$910
57137	A	100	RDK	RDK 10.58oz Guts 10	\$5.81	\$5.85	\$19.49	878	\$5,103	\$2,551
69715	A	100	RDK	RDK 1oz CLR EXT MAG CD	\$1.70	\$1.95	\$6.49	879	\$1,495	\$747
69708	A	100	RDK	RDK 33.8oz Clr Ext Mag Sf Sh	\$8.82	\$10.95	\$34.49	706	\$6,229	\$3,114
57153	A	100	RDK	RDK 2.1oz Forceful 23	\$1.97	\$3.00	\$8.99	583	\$1,148	\$574
57161	A	100	RDK	RDK 2.2oz Full Frame 07	\$1.87	\$3.00	\$8.99	587	\$1,098	\$549
57151	A	100	RDK	RDK 2.1oz Control Addict 28	\$1.80	\$2.70	\$8.99	599	\$1,042	\$521
74280	A	180	RDK	RDK 33.8oz Brew Extra Clean Sh	\$7.01	\$8.10	\$26.99	379	\$4,061	\$2,030
57154	A	100	RDK	RDK 2oz Quick Dry 18	\$1.95	\$5.85	\$8.99	525	\$1,024	\$512
69742	A	100	RDK	RDK 1oz Clr Extnd Cd	\$1.65	\$1.95	\$5.49	370	\$611	\$306
57156	A	100	RDK	RDK 2oz Wax Blast 10	\$2.03	\$2.70	\$8.99	461	\$935	\$467
70432	A	100	RDK	RDK 5oz Noblo Styler Fine	\$7.20	\$7.20	\$23.99	433	\$3,114	\$1,557
57155	A	100	RDK	RDK 1.3oz Quick Tease 15	\$2.38	\$3.00	\$8.99	269	\$639	\$320

119650 \$456,478 \$228,239

119660 \$456,475 \$228,239

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
69739	A	100	RDK	RDK 1.7oz Clr Extnd Sh	\$1.65	\$1.95	RETAIL	394	\$650	\$325
57157	A	100	RDK	RDK 1oz Outshine O1	\$1.90	\$2.40		252	\$479	\$239
62427	A	100	RDK	RDK 1.7oz Fashion Waves	\$1.95	\$2.40		264	\$514	\$257
69728	A	100	RDK	RDK 1.7oz Extreme Shampoo	\$1.95	\$1.95		257	\$501	\$250
57164	A	100	RDK	RDK 0.75oz Rought Paste 12	\$1.95	\$2.40		226	\$441	\$221
72030	A	100	RDK	RDK 1.2oz PP8D 2Day Extndr Cl	\$2.85	\$3.00		350	\$997	\$499
69736	A	100	RDK	RDK 1.7oz Extreme Anti Snap	\$1.95	\$3.00		234	\$457	\$229
66310	A	100	RDK	RDK 1oz Curv Cd	\$1.87	\$1.95		234	\$437	\$218
69707	A	100	RDK	RDK 10.1oz Clr Ext Mag Sf Sh	\$5.70	\$6.00		308	\$1,756	\$878
69697	A	100	RDK	RDK 10oz All Soft Shampoo	\$4.80	\$5.10		294	\$1,411	\$705
69569	A	100	RDK	RDK 1oz Satinwear O4	\$1.80	\$2.40		192	\$345	\$173
66309	A	100	RDK	RDK 33.8oz Curv Cd	\$11.52	\$11.55		240	\$2,767	\$1,384
57152	A	100	RDK	RDK 2.1oz Fashion Work 12	\$2.64	\$3.00		242	\$639	\$320
69719	A	100	RDK	RDK 6.7oz CLR EXT MEGAMSK	\$7.58	\$8.70		214	\$1,620	\$810
66320	A	100	RDK	RDK 1oz Curv Ringlet	\$2.55	\$3.00		140	\$356	\$178
57136	A	100	RDK	RDK 2.3oz Aerate O8	\$5.78	\$5.85		171	\$987	\$484
69710	A	100	RDK	RDK 8.5oz Clr Ext Mag Cd	\$5.99	\$6.00		167	\$1,001	\$500
66324	A	100	RDK	RDK 1oz PillowProof Cream	\$2.86	\$3.00		110	\$315	\$157
70438	A	100	RDK	RDK 1oz. Noblo Styler Fine	\$3.00	\$3.00		104	\$313	\$156
69740	A	100	RDK	RDK 8.5oz Clr Extnd Cd	\$5.05	\$5.10		148	\$747	\$374
66392	A	100	RDK	RDK 8.5oz High Rise Cd	\$5.98	\$6.00		141	\$842	\$421
74294	A	180	RDK	RDK 1.7oz Brew Mint Clean Sh	\$1.95	\$1.95		87	\$169	\$85
74296	A	180	RDK	RDK 5OZ BREW SHAVE SLTN	\$5.40	\$5.40		69	\$372	\$186
70444	A	100	RDK	RDK 1oz Noblo Styler Course	\$3.00	\$3.00		80	\$240	\$120
72027	A	100	RDK	RDK 8.5oz Clean Mnc Melir Cd	\$6.00	\$6.00		110	\$660	\$330
75046	A	100	RDK	RDK 8oz Cext Vinegr Rinse	\$8.40	\$8.40		71	\$597	\$299
66286	A	100	RDK	RDK 4.2oz Vof Beach Env Stylr	\$5.87	\$6.00		103	\$603	\$301
62540	A	100	RSK	RSK 10oz Working Spray	\$3.74	\$5.70		533	\$1,998	\$998
57221	A	100	RSK	RSK 10oz Freezing Spray	\$4.25	\$5.70		532	\$1,263	\$1,132

119660 \$356,478 \$226,239

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
32833	A	100	RSK	RSK 10.6oz Thickr Hs	\$3.71	\$4.65	RETAIL	879	\$1,593	\$797
42570	A	100	RSK	RSK 10.6oz HS Being Sexy 55%	\$3.73	\$3.90		388	\$1,448	\$724
23534	A	100	RSK	RSK 8.5oz W8LESS HS Non-Aersol	\$3.58	\$4.05		234	\$835	\$418
69014	A	100	SEB	SEB 3.2oz Dark Oil	\$14.40	\$14.40		317	\$4,568	\$2,284
44306	A	100	SEB	SEB 7oz Mousse Forte	\$5.26	\$5.69		142	\$748	\$374
52868	A	100	SEB	SEB 1.5oz HS Shaper Fierce	\$1.96	\$2.10		76	\$150	\$75
44288	A	100	SEB	SEB 5oz Potion 9	\$5.91	\$5.69		100	\$605	\$302
58199	A	130	SMB	SMB PR 24 Hour Shadow Primer	\$10.50	\$10.50		784	\$8,236	\$4,118
71980	A	130	SMB	SMB PR Primer Stick	\$16.00	\$16.00		32	\$509	\$255
56824	A	120	STT	STT 8oz Self Tan Bronz Mousse	\$21.00	\$21.00		62	\$1,304	\$652
56837	A	120	STT	STT Pk One Applicator Mitt	\$3.25	\$3.25		45	\$146	\$73
56822	A	120	STT	STT 1.7oz Self Tan Bronz Mousse	\$9.00	\$9.00		70	\$178	\$89
60532	A	120	STT	STT 6.7oz Sift'n Epars Brnz Mos	\$21.99	\$22.00		16	\$356	\$178
69718	A	120	STT	STT 6.7oz Sculpt Glow Grd Tan	\$17.50	\$17.50		7	\$123	\$61
56823	A	120	STT	STT 4oz Self Tan Bronz Mousse	\$16.00	\$16.00		10	\$158	\$79
56829	A	120	STT	STT 6.7oz SiftTan DkBrnz Mousse	\$22.00	\$22.00		6	\$178	\$89
70380	A	120	STV	STV 2.5oz TL Neck Cream Light	\$8.25	\$8.25		20	\$165	\$83
71923	A	120	STV	STV 3.7oz Eye Makeup Remover	\$13.75	\$13.75		15	\$206	\$103
61134	A	120	STV	STV 1oz Adv Retnl Serum Concen	\$64.06	\$65.45		13	\$833	\$416
71919	A	120	STV	STV 1oz Oleic Recovery Milk	\$43.45	\$43.45		8	\$348	\$174
69275	A	120	STV	STV 1oz Active Youth Serum	\$48.95	\$48.95		6	\$194	\$107
72242	A	100	SYH	SYH 1.5oz Big Sxy Hr Spy & Sty	\$1.56	\$2.10		803	\$1,252	\$626
74121	A	100	SYH	SYH 5.1OZ Hity So You Want Lvn	\$4.41	\$5.99		863	\$3,308	\$1,604
72238	A	100	SYH	SYH 5.1oz Ht Sxy Hair Prep Me	\$3.02	\$5.69		644	\$2,549	\$1,275
45208	A	100	SYH	SYH 1.5oz Big Root Pump Mfni	\$1.71	\$2.10		889	\$1,485	\$743
55921	A	100	SYH	SYH 5.1oz Hrd Up Hrd Hid Gel	\$4.91	\$5.39		509	\$2,499	\$1,250
74134	A	100	SYH	SYH 9OZ Hity So Touchable HS	\$5.46	\$5.69		582	\$3,069	\$1,534
74122	A	100	SYH	SYH 10.1OZ Hity Sh Moisture	\$3.85	\$4.79		392	\$1,908	\$754
75745	A	100	SYH	SYH 5.1oz BSH Total Body Loti	\$5.85	\$5.59		361	\$2,134	\$1,057

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT RETAIL	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
72240	A	100	SYH	SYH 8.5oz Ht Sxy Hair Sprrt Me	\$2.23	\$5.69	\$18.99	232	\$516	\$258
74125	A	100	SYH	SYH 10.1OZ Hlty Cd Moisture	\$3.92	\$5.09	\$16.99	319	\$1,249	\$624
75746	A	100	SYH	SYH 4.2oz VSH Vvrd Mmry Blow Sp	\$5.42	\$5.39	\$17.99	202	\$1,097	\$548
22937	A	100	SYH	SYH 8.5oz Blow Dry Vol Gel	\$5.13	\$5.39	\$17.99	171	\$1,389	\$694
75749	A	100	SYH	SYH 6.8oz Actv Rcvry Blw DrySp	\$5.70	\$5.69	\$18.99	181	\$1,032	\$516
44785	A	100	SYH	SYH 1.7oz Blow Dry Gel Mini	\$1.83	\$2.10	\$6.99	225	\$413	\$206
75750	A	100	SYH	SYH 4.2oz Hot Sexy Flash Me	\$5.86	\$5.69	\$18.99	117	\$685	\$343
64048	A	100	SYH	SYH 16oz Root Pump Plus Jumbo	\$7.49	\$7.49	\$24.99	171	\$1,283	\$641
74133	A	100	SYH	SYH 6.8OZ Hlty Surfrider Txt y	\$4.65	\$5.69	\$18.99	145	\$673	\$336
65164	A	100	SYH	SYH 5.1oz Vibrant Dry Oil Mist	\$5.31	\$6.59	\$21.99	85	\$467	\$234
52982	A	100	SYH	SYH 5oz Big Weather Proof Hm	\$5.09	\$5.69	\$18.99	125	\$636	\$318
55916	A	100	SYH	SYH 4.8oz Ply Dirty Dry Wax Sp	\$5.27	\$5.69	\$18.99	120	\$683	\$316
74128	A	100	SYH	SYH 5.1OZ Hlthy Fresh Hair Moe	\$4.64	\$5.39	\$17.99	111	\$514	\$257
62565	A	100	SYH	SYH 33.8oz Bombshell Blind Sh	\$8.13	\$11.99	\$39.99	68	\$593	\$276
75744	A	100	SYH	SYH 9oz HSH Pure Addiction HS	\$4.79	\$5.69	\$18.99	117	\$534	\$267
69597	A	100	SYH	SYH 8oz Vbant Sxy Hr Cl Lck Hs	\$4.36	\$5.69	\$18.99	106	\$460	\$230
56948	A	100	SYH	SYH 8oz HS Get Layrd Thckn Dry	\$4.99	\$5.69	\$17.99	106	\$527	\$264
67768	A	100	SYH	SYH 1.7oz Not So Hard Up	\$2.10	\$2.10	\$6.99	63	\$433	\$66
55918	A	100	SYH	SYH 4.4oz Spry Cly Textur Spry	\$5.08	\$5.69	\$18.99	92	\$466	\$233
72233	A	100	SYH	SYH 33.8oz Curl Enhancing Cd	\$9.11	\$12.59	\$41.99	95	\$868	\$434
62572	A	100	SYH	SYH 6.8oz Full Bloom Spray	\$5.32	\$5.99	\$19.99	78	\$413	\$207
55922	A	100	SYH	SYH 5.1oz Slept in Text Creme	\$4.95	\$5.39	\$17.99	62	\$305	\$153
75748	A	100	SYH	SYH 10.1oz VSH Vibrant CD	\$5.49	\$5.39	\$17.99	18	\$100	\$50
67124	A	100	SYH	SYH 4.4oz Rough and Ready	\$5.05	\$5.39	\$17.99	15	\$73	\$37
45207	A	100	SYH	SYH 1.1oz Sh Big Dry Mini	\$2.70	\$2.70	\$9.00	8	\$22	\$11
68281	A	100	SYH	SYH 6.8oz Strong Masque	\$5.47	\$5.99	\$19.99	8	\$46	\$23
55917	A	100	SYH	SYH 5oz Blw It Up Vol Gel Foam	\$4.76	\$5.39	\$17.99	12	\$56	\$28
68275	A	100	SYH	SYH 10.1oz Strong Sh	\$4.87	\$5.09	\$16.99	11	\$65	\$28
58347	A	100	SYH	SYH 1.3oz Smth Seal Shine Sp	\$2.04	\$2.10	\$6.99	5	\$11	\$5

119560 \$456,478 \$228,239

109550 \$456,478 \$228,239

SKU	ST	SUB	BRAND	DESCRIPTION	AVG COST	PO COST	UNIT RETAIL	Revised Transfer Units	Revised Total Transfer Cost	Revised Inv Value at 50% off
69596	A	100	SYH	SYH 0.4oz 8 Sexy Pwr Play lite	\$5.00	\$5.39	\$17.99	6	\$31	\$15
75747	A	100	SYH	SYH 10.1oz VSH Vibrant Shampoo	\$5.23	\$5.09	\$16.99	3	\$15	\$8
67767	A	100	SYH	SYH 5.1oz Not So Hard Up	\$5.27	\$5.39	\$17.99	4	\$22	\$11
68272	A	100	SYH	SYH 10.1oz Style Sexy Detox Sh	\$4.71	\$5.09	\$16.99	2	\$8	\$4
75752	A	100	SYH	SYH 33.8oz Vibrant Sexy Sh	\$9.94	\$11.99	\$39.99	3	\$28	\$14
55920	A	100	SYH	SYH 3.4oz Shaping Creme Pliabl	\$4.98	\$5.39	\$17.99	3	\$14	\$7
60628	A	100	SYH	SYH 5.1oz H2NO Dry Sh	\$5.30	\$5.69	\$18.99	0	\$1	\$0
72562	A	110	T3	T3 SoftTouch Compact Diffuser	\$12.50	\$12.50	\$25.00	3	\$38	\$19
72566	A	110	T3	T3 Convertible Power Base	\$50.00	\$50.00	\$100.00	0	\$0	\$0
75213	A	110	T3	T3 Pther Cmpct Dryer BK/RSGLD	\$75.00	\$75.00	\$150.00	4	\$300	\$150
72564	A	110	T3	T3 1.75 Bodywaver WHT/RSGLD	\$74.50	\$80.00	\$160.00	7	\$544	\$272
72570	A	110	T3	T3 1.5 Loose Waves Strt Brl	\$42.50	\$47.50	\$95.00	0	\$0	\$0
75212	A	110	T3	T3 SoftCurl 2 Diffuser WT	\$15.00	\$15.00	\$30.00	3	\$45	\$23
72572	A	110	T3	T3 1.5 Volums Curls Clip Brl	\$42.50	\$47.50	\$95.00	0	\$0	\$0
72565	A	110	T3	T3 Volumizing Hot Rollers Luxe	\$59.50	\$59.50	\$119.00	0	\$0	\$0
72567	A	110	T3	T3 1.25to.75 Tousled Wave	\$42.50	\$47.50	\$95.00	0	\$0	\$0
72573	A	110	T3	T3 .75to1.25 Beachy Waves	\$42.50	\$47.50	\$95.00	0	\$0	\$0
72581	A	110	T3	T3 Cura Luxe Dryer	\$125.00	\$142.50	\$285.00	0	\$0	\$0
72571	A	110	T3	T3 1 Undone Waves Strt Brl	\$42.50	\$47.50	\$95.00	0	\$0	\$0
69487	A	120	TAN	TAN 8oz Body OnTheGlow Tan Ltn	\$10.00	\$10.00	\$20.00	6	\$58	\$28
69488	A	120	TAN	TAN 5.7oz BB Body Glow	\$8.40	\$12.00	\$24.00	3	\$25	\$13
69489	A	120	TAN	TAN 2.25oz Endless Tan Kit	\$10.00	\$10.00	\$20.00	3	\$25	\$13
56942	A	120	TAN	TAN 1.5oz Tan to Go Plus	\$7.50	\$7.50	\$15.00	2	\$15	\$8
72157	A	130	TAR	TAR FD Fair Beige Cly Stick	\$19.50	\$19.50	\$39.00	91	\$1,775	\$887
73623	A	130	TAR	TAR ES PAP Chrome Paint	\$11.00	\$11.00	\$22.00	33	\$361	\$181
75896	A	130	TAR	TAR ES Martini Chrome Pot	\$11.00	\$11.00	\$22.00	34	\$374	\$187
73624	A	130	TAR	TAR ES Fire Dncr Chrome Paint	\$11.00	\$11.00	\$22.00	29	\$319	\$160
65972	A	130	TAR	TAR LS TBT Matte Lip Paint	\$10.00	\$10.00	\$20.00	12	\$124	\$62
69293	A	130	TAR	TAR LS Fortune Quick Dry Matte	\$10.00	\$10.00	\$20.00	30	\$300	\$150

BEAUTY BRANDS, LLC

Closing Certificate

February 19, 2019

Reference is made to the Asset Purchase Agreement, dated as of January 22, 2019 (as may be amended, modified or otherwise supplemented, the "Agreement"), by and between Beauty Brands, LLC, a Delaware limited liability company ("Seller") and Absolute Beauty, LLC, a Delaware limited liability company ("Buyer"). All capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Agreement.

Pursuant to Section 6.2(e) of the Agreement, the undersigned, being a duly authorized executive officer of Seller, hereby certifies, solely in their capacity as an executive officer of Seller (and not individually), to the Buyer that:

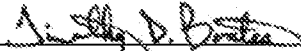
- a) The representations and warranties set forth in Article II of the Agreement are true and correct in all material respects (*provided*, that any such representation or warranty that is qualified by a materiality standard or a Material Adverse Effect qualification are not further qualified hereby) at and as of the time of the Closing as though then made (except for such representations and warranties made as of a particular date which are true and correct as of such particular time);
- b) Seller has performed and complied in all material respects with all of the covenants and agreements required to be performed by Buyer pursuant to the Agreement at or prior to the Closing; and
- c) Since the date of the Agreement, there has not occurred a fact, event or circumstance which has, or could reasonably be expected to have, a Material Adverse Effect.

[Signature follows on the next page]

IN WITNESS WHEREOF, the undersigned has duly executed this Closing Certificate as of the date first written above.

Beauty Brands, LLC, as Seller,

By:



Name: Timothy D. Boates

Title: Chief Restructuring Officer

ABSOLUTE BEAUTY, LLC

Closing Certificate

February 19, 2019

Reference is made to the Asset Purchase Agreement, dated as of January 22, 2019 (as may be amended, modified or otherwise supplemented, the "Agreement"), by and between Beauty Brands, LLC, a Delaware limited liability company ("Seller") and Absolute Beauty, LLC, a Delaware limited liability company ("Buyer"). All capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Agreement.

Pursuant to Section 6.3(c) of the Agreement, the undersigned, being a duly authorized executive officer of Buyer, hereby certifies, solely in their capacity as an executive officer of Buyer (and not individually), to the Seller that:

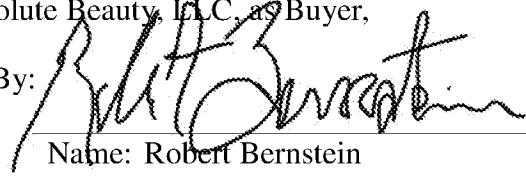
- a) The representations and warranties set forth in Article III of the Agreement are true and correct in all material respects at and as of the time of the Closing as though then made; and
- b) Buyer has performed and complied in all material respects with all of the covenants and agreements required to be performed by Buyer pursuant to the Agreement at or prior to the Closing.

[Signature follows on the next page]

IN WITNESS WHEREOF, the undersigned has duly executed this Closing Certificate as of the date first written above.

Absolute Beauty, LLC, as Buyer,

By:

A handwritten signature in black ink, appearing to read "Robert Bernstein", written over a horizontal line.

Name: Robert Bernstein

Title: Chairman

[Signature Page to Buyer's Closing Certificate]