

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Great 2000 Enterprises, Inc.		06/03/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	American De Rosa Lamparts, LLC
Street Address:	1945 South Tubeway Avenue
City:	Commerce
State/Country:	CALIFORNIA
Postal Code:	90040
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3141761	C CONCORD
Registration Number:	1393946	CONCORD FANS
Registration Number:	3186495	PRISTINE LIGHTING

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: arhea@wck.com

Correspondent Name: James L. Young

Address Line 1: 900 Second Avenue South

Address Line 2: Suite 1400

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	F58.22-0004
NAME OF SUBMITTER:	James L. Young

OP \$90.00 3141761

Signature:

/James L. Young/

Date:

08/10/2012

Total Attachments: 56

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into this 3rd day of June 2008 (the "Effective Date"), by and among American De Rosa Lamparts, LLC, a Delaware limited liability company ("Buyer") and Credit Managers Association of California, a California corporation, dba CMA Business Credit Services in its capacity as Assignee ("Seller") of Great 2000 Enterprises, Inc., a California corporation, dba Concord Fans, ("Concord"), Stuart Huang, Susan Huang and Anna Couzens (collectively "Shareholders").

RECITALS:

A. On April 28, 2008, Concord executed a general assignment for benefit of creditors with Seller in the form of **Exhibit A** attached hereto (the "Assignment").

B. Seller and Concord desire to sell, assign, transfer and deliver to Buyer, and Buyer desires to purchase from Seller assets of Concord, which assets are more fully described below.

C. Shareholders in their capacity as all shareholders of Concord desire to sell, transfer and assign to Buyer and Buyer desires to acquire from Shareholders, all personal goodwill of Shareholders associated with the Concord business (the "Business") as more fully described below.

D. In conjunction with the sale of the assets, Concord and Shareholders will enter certain agreements with Buyer as more fully described below.

In consideration of the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, the parties hereto do hereby covenant, promise, agree, represent and warrant as follows:

ARTICLE I - PURCHASE AND SALE

1.1 Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement, on the Closing Date, Seller, Concord and Shareholders shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, acquire and accept from the Seller, Concord and Shareholders, all right, title and interest in the following assets of the Business as of the Closing Date (collectively, the "Purchased Assets"):

a. Equipment. All of Seller's and Concord's rights and interests in equipment (including all related spare parts, accessories and supplies), instruments, trade fixtures, furniture, office supplies, computers and related equipment, telephones and related equipment, tooling, dies and molds required to produce the full product line of Concord and other tangible personal property, but excluding any assets which are leased or not owned by Concord as set forth on **Schedule 1.1** attached hereto;

b. Inventory. All of the inventory, work in progress and supplies, including, without limitation, any in-transit inventory, wherever located.

c. Intellectual Property. All of Seller's rights and interests in and to patents and patent applications owned by Concord or licensed to Concord by third parties, and all rights and interests of the Seller in and to artwork, processes, marketing material, designs, manuals, schematics, blueprints, drawings, trade secrets, proprietary information, research, know-how, inventions, and manufacturing, engineering and other technical information whether owned by Concord or licensed from third parties by Concord and all trademarks, trade names and service trade names and service marks, used, owned or licensed from third parties by Concord, and all rights and interests of Seller in and to software and all copyrights, and registrations and applications for such copyrights, used, owned or licensed from third parties by Concord;

d. Books and Records. The Buyer shall acquire all books, records, customer lists, and information related to the Business. However, Buyer, shall provide Seller access to such books, records, lists and information related to the Business for the purpose of concluding Seller's administration of the creditor estate.

e. Names. All of Seller's and Concord's rights and interests in and to the name "Concord Fans" and "Pristine Lighting" and logos and all other names, marks, logos, e-mail and internet addresses, web pages, hyperlinks and domain names, used by Concord now or in the past;

f. Promotional Rights. All of Seller's and Concord's rights and interests in and to the promotional rights to represent Concord's accomplishments and history;

g. Contracts. All of Seller's and Concord's rights and interests in Concord's rights under sale orders, purchase orders, contracts, agreements, leases, licenses, arrangements and commitments of any kind, subject to the consent of third parties to such contracts, leases, licenses, arrangements and commitments;

h. Files. All of Seller's and Concord's rights and interests in Concord's customer and vendor lists, and all files and documents and information including customer account information, domain names, user names, passwords, real names, postal and email addresses, telephone and facsimile numbers relating to such customers and vendors, whether maintained electronically or in hard copy to serve Concord's customers;

i. Advertising Materials. All of Seller's and Concord's rights and interests in advertising, sales and customer materials, forms, labels, promotional materials, manuals and supplies;

j. Goodwill. All of Seller's, Concord's and Shareholder's rights in and to the goodwill of Concord and the personal goodwill of Shareholders associated with the Business.

1.2 Excluded Assets. Notwithstanding the foregoing, all assets listed on **Schedule 1.1** are being excluded from this sale (the "Excluded Assets").

1.3 No Assumption of Liabilities. Buyer shall not assume any liabilities or expenses of Seller, Concord or Shareholders of any kind or nature and none of the Seller, Concord and Shareholders shall make any representations to the contrary. Seller will obtain a release of all known liens against the Purchased Assets prior to the Closing Date. Seller has conducted an analysis of all liens and encumbrances against the Purchased Assets and has provided that analysis to Buyer. Seller is not aware of any liens or encumbrances against the Purchased Assets other than the lien in favor of Wells Fargo Bank, which lien the Seller will obtain a release of prior to the Closing Date. Pursuant to California Commercial Code section 9102, Seller is a Lien Creditor of Concord and as such (i) claims of unsecured creditors of Concord are limited to the assignment estate and are not the obligation of Buyer nor are the Purchased Assets subject to any such claims and (ii) to the knowledge of Seller, Buyer is entitled to the rights and benefits as a transferee under California Commercial Code section 9-617(a). Moreover, none of the Purchased Assets is consigned or owned by any third party and Seller, Concord and the Shareholders own all of the Purchased Assets other than the Excluded Assets

1.4 Purchase Price. The purchase price for the Purchased Assets (the "Purchase Price") shall be Six Hundred and Seventy-Five Thousand Dollars (\$675,000). The Purchase Price shall be paid in cash or other immediately available funds (funds delivered in this manner are referred to herein as "Good Funds") at the Closing.

1.5 Sales Tax Obligations. All federal, state, local or foreign sales, use, transfer or similar taxes payable in connection with the sale of the assets to Buyer, if any, shall be paid by Buyer to Seller on the Closing Date, to be remitted to the appropriate taxing authorities by Seller.

1.6 Allocation of Purchase Price. The parties agree that the Purchase Price shall be allocated among the Purchased Assets as follows:

Equipment, Furniture and Fixtures	\$25,000.00
Inventory	\$600,000.00
Intangibles	\$50,000.00
Total	\$ 675,000.00

ARTICLE II - OTHER AGREEMENTS

2.1 Non-Compete Agreement. Buyer, Concord and Shareholders shall enter into a non-compete agreement in substantially the form of **Exhibit B** attached hereto (the "Non-Compete Agreement").

2.2 Consulting Agreement. Buyer and Stuart Huang shall enter into consulting agreements in substantially the form of **Exhibit C** attached hereto (the "Consulting Agreement").

2.3 Use of Facility. Buyer shall have the right to use the Concord facility located at 1010 Railroad Street, Corona, California (the "Facility"), through July 31, 2008. The Seller has paid all rental costs for the Facility for the month of June, 2008 including a forbearance fee of \$10,000 requested by the landlord. Buyer shall pay the rental costs for the Facility for July,

2008, on July 1, 2008. On July 31, 2008, Buyer shall deliver the Facility to the landlord in a broom-swept condition reasonably acceptable to the landlord.

ARTICLE III - CLOSING

3.1 Time, Date and Place. The closing of the purchase and sale of the Purchased Assets and the other transactions contemplated by this Agreement (referred to throughout this Agreement as the "Closing") shall take place at the offices of Shulman, Hodges & Bastian LLP, 26632 Towne Centre Drive, Suite 300, Foothill Ranch, California 92610 or at such other place as mutually agreed by the parties. The Closing shall be held on or before June 3, 2008 ("Closing Date"). Seller may in its sole discretion extend the Closing Date.

3.2 Closing Costs. All expenses incurred by Seller or Buyer with respect to the consummation of the transaction contemplated by this Agreement are to be borne and paid exclusively by the party incurring same.

ARTICLE IV - DELIVERIES AT THE CLOSING

4.1 Deliveries by Seller. At the Closing, Seller, Concord and Shareholders shall deliver to Buyer the documents listed on Schedule 4.1 (collectively, the "Closing Documents").

4.2 Deliveries by Buyer. At the Closing, Buyer shall deliver, or cause to be delivered, Good Funds equal to the Purchase Price by wire transfer to an account designated by Seller.

ARTICLE V - REPRESENTATIONS AND WARRANTIES OF SELLER, CONCORD AND SHAREHOLDERS

Seller, Concord and Shareholders represent and warrant to Buyer as follows:

5.1 Seller is the owner of the Purchased Assets other than those identified assets owned by Shareholders, and Seller and Shareholders have the right to transfer the Purchased Assets. As set forth in section 1.3 above, Seller will obtain a release of known judgments, liens, encumbrances, charges or claims of any kind or nature ("Encumbrances") on or before the Closing Date. Seller, Concord and Shareholders have the legal capacity, right, power, and authority to enter into this Agreement. Seller, Concord and Shareholders have the full right, power and authority to execute, acknowledge and deliver this Agreement.

5.2 The Assignment vested in Seller good and marketable title to the Purchased Assets (other than any personal goodwill of Shareholders).

5.3 Seller, Concord and Shareholders have taken all actions required on their part by law in order to consummate the transactions contemplated hereby.

5.4 This Agreement has been duly executed and delivered by Seller, Concord and Shareholders and constitutes the valid and binding obligation of Seller, Concord and Shareholders, and is enforceable against them in accordance with its terms except as may be

limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application which may affect the enforcement of creditors' rights generally and by general equitable principles.

5.5 There are no agreements or obligations to which the Purchased Assets are subject other than agreements or obligations entered into in the ordinary course which can be terminated at no cost to Buyer.

5.6 The sale and transfer of the Purchased Assets will not result in the violation or breach of any agreement by which the Seller, Concord or Shareholders are bound.

5.7 Since May 19, 2008, there has not been:

- (a) any sale or disposition of any of the Purchased Assets;
- (b) any damage, destruction or loss, whether or not covered by insurance, which materially and adversely affects the Purchased Assets; or
- (c) any lease, disposition of, encumbrance (or agreement to lease, impose of or encumber) pledge or granting of a security interest in, any of the Purchased Assets.

ARTICLE VI - REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER

Buyer represents and warrants to Seller, Concord and Shareholders on the Closing Date each of the following:

(a) Authorization of Agreement. Buyer has taken all actions required on its part by law in order to consummate the transactions contemplated hereby.

(b) Execution, Delivery and Performance. This Agreement has been duly executed and delivered by Buyer and constitutes the valid and binding obligation of the Buyer and is enforceable against the Buyer in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application which may affect the enforcement of creditors' rights generally and by general equitable principles.

(c) Disclaimer of Warranties; "AS-IS AND WHERE-IS" Conveyance. BUYER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT BUYER IS PURCHASING THE PURCHASED ASSETS IN AN "AS-IS AND WHERE-IS" CONDITION WITH ALL FAULTS AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OF OR ON BEHALF OF SELLER. Buyer acknowledges that Buyer has not relied, and is not relying, upon any information, document, sales brochure, due diligence, information package or other literature, map or sketch, projection, pro forma statement, representation, guarantee or warranty (whether express or implied, or oral or written, material or immaterial) that may have been given by or made by or on behalf of or omitted by the Seller, its agents, representatives, consultants and/or attorneys with respect to (i)

the quality, nature, adequacy or physical condition of the Purchased Assets. Buyer acknowledges that it is Buyer's responsibility to make such legal, factual and other inquiries and investigations as Buyer deems necessary, desirable or appropriate with respect to the Purchased Assets. Such inquiries and investigations may include, but shall not be limited to, the physical components of all portions of the Purchased Assets and the condition of the Purchased Assets. BUYER ACKNOWLEDGES TO, AND AGREES WITH SELLER THAT WITH RESPECT TO THE PURCHASED ASSETS, SELLER HAS NOT AND DOES NOT AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PURCHASED ASSETS OR WITH RESPECT TO COMPLIANCE OF THE PURCHASED ASSETS WITH ANY ENVIRONMENTAL PROTECTION LAW, RULE OR REGULATION, ORDER OR REQUIREMENT INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. Without in any way limiting the generality of the foregoing, Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and forever discharges any claim it has, might have in the future, had or may have against the Seller and/or Seller's agents with respect to the condition of the Purchased Assets, either patent or latent. Buyer does hereby release, and forever discharge Seller, its employees, representatives, agents, sub-agents, successors, assigns and attorneys from any and all claims for damages and other causes of action at law or equity for injury, destruction, loss or damage of any kind or character, to the person or property of Buyer and Buyer's employees, agents and representatives arising out of or in any way relating to the Purchased Assets. This Article 6 shall survive Closing.

ARTICLE VII - SPECIAL COVENANTS AND CONDITIONS

7.1 Bulk Sales Law. Seller and the Concord shall comply with the provisions of the Uniform Commercial Code as adopted by the State of California, including but not limited to Article 6 of the California Commercial Code, related to bulk transfers in connection with the transactions contemplated hereunder, if any. The original transfer of assets to the assignee does not violate the requirements of the bulk sale transfers. Cal. Civ. Proc. Code § 6103.

ARTICLE VIII - MISCELLANEOUS

8.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Except as herein provided, no party may assign any of its rights, or delegate any of its duties or obligations (by operation of law or otherwise), under this Agreement without the prior written consent of the other party, and any such purported assignment or delegation shall be void *ab initio*; provided, however, that Buyer may assign to one or more affiliated entities (to be formed prior to Closing) all or any portion of its rights to purchase the Purchased Assets under this Agreement, without the prior consent of Seller or any other person; however, such an assignment will not negate or invalidate the Buyer's obligations and duties under this Agreement.

8.2 All notices, demands and other communications (collectively, "Notices") given or made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if sent by registered or certified mail, return receipt requested, postage and fees prepaid, by overnight service with a nationally recognized "next day" delivery company, by facsimile transmission, or otherwise actually delivered to the addresses set forth below for Buyer and Seller. Any Notice shall be deemed duly given when received by the addressee thereof, provided that any Notice sent by registered or certified mail shall be deemed to have been duly given two business days after the date of deposit in the United States mails, unless sooner received. Any of the parties to this Agreement may from time to time change its address for receiving Notices by giving written notice thereof in the manner set forth above.

If to Buyer, to:

American De Rosa Lamparts, LLC
c/o Shoreview Industries
222 South Ninth Street, Suite 3130
Minneapolis, MN 55402
Attn: Scott Gage
Facsimile: (612) 436-0576

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

Thomas J. Tucci
Fabyanske, Westra, Hart & Thomson, P.A.
800 LaSalle Avenue, Suite 1900
Minneapolis, MN 55402
Facsimile: (612) 338-3857

If to Seller, to:

Michael L. Joncich
CMA Business Credit Services
40 East Verdugo Avenue
Burbank, CA 91510
Facsimile: (818) 972-5301

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

Mark Bradshaw, Esq.
Shulman Hodges & Bastian LLP
26632 Towne Centre Drive, Suite 300
Foothill Ranch, CA 92610
Facsimile: (949) 340-3000

8.3 No provision of this Agreement may be waived unless in writing signed by all of the parties to this Agreement, and the waiver of any one provision of this Agreement shall not be

deemed to be a waiver of any other provision. This Agreement may be amended only by a written agreement executed by all of the parties to this Agreement.

8.4 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8.5 The section and subsection headings contained in this Agreement are included for convenience only and form no part of the agreement between the parties.

8.6 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be or become prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8.7 Buyer shall pay its costs and expenses, including without limitation, the fees and expenses of its counsel, financial advisors and broker or finder. Seller shall pay the costs and expenses incurred by Seller, including without limitation, the fees and expenses of the legal, accounting and financial advisors of Seller, as well as any brokers' fees for any brokers engaged by any Seller or any of their affiliates in connection with the transactions contemplated hereby.

8.8 This Agreement, including the other agreements and schedules to be entered into in connection with the transactions contemplated by this Agreement, constitutes and embodies the entire understanding and agreement of the parties hereto relating to the subject matter hereof and there are no other agreements or understandings, written or oral, in effect between the parties relating to such subject matter except as expressly referred to herein.

8.9 In the event of any action or suit based upon or arising out of any alleged breach of any party of any representation, warranty, covenant or agreement contained in this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and other costs of such action or suit from the other party.

8.10 Nothing in this Agreement shall confer any rights upon any person or entity other than the parties hereto (except any permitted successors or assigns).

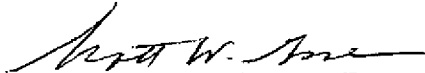
8.11 The representations and warranties made by the parties hereto shall survive the execution of this Agreement and the closing of the transactions contemplated hereby.

[The remainder of this page is intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, this Asset Purchase Agreement has been executed as of the Effective Date.

BUYER:

AMERICAN DE ROSA LAMPARTS, LLC

By: 
Its: MANAGER

SELLER:

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA d/b/a CMA BUSINESS CREDIT SERVICES SOLEY IN ITS CAPACITY AS ASSIGNEE FOR THE BENEFIT OF CREDITORS OF GREAT 2000 ENTERPRISES, INC.

By: _____
Its: _____

CONCORD:

GREAT 2000 ENTERPRISES, INC. d/b/a
CONCORD FANS & LIGHTING

By: _____
Its: _____

Stuart Huang

Susan Huang

Anna Couzens

IN WITNESS WHEREOF, this Asset Purchase Agreement has been executed as of the Effective Date.

BUYER:

AMERICAN DE ROSA LAMPARTS, LLC

By: _____
Its: _____

SELLER:

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA d/b/a CMA BUSINESS CREDIT SERVICES SOLELY IN ITS CAPACITY AS ASSIGNEE FOR THE BENEFIT OF CREDITORS OF GREAT 2000 ENTERPRISES, INC.

By: *Dman*
Its: *VP + CFO*

CONCORD:

GREAT 2000 ENTERPRISES, INC. d/b/a
CONCORD FANS & LIGHTING

By: _____
Its: _____

Stuart Huang

Susan Huang

Anna Couzens

IN WITNESS WHEREOF, this Asset Purchase Agreement has been executed as of the Effective Date.

BUYER:

AMERICAN DE ROSA LAMPARTS, LLC

By: _____

Its: _____

SELLER:

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA d/b/a CMA BUSINESS CREDIT SERVICES SOLEY IN ITS CAPACITY AS ASSIGNEE FOR THE BENEFIT OF CREDITORS OF GREAT 2000 ENTERPRISES, INC.

By: _____

Its: _____

CONCORD:

GREAT 2000 ENTERPRISES, INC. d/b/a
CONCORD FANS & LIGHTING

By:  _____

Its: PRESIDENT _____



Stuart Huang



Susan Huang

Anna Couzens

IN WITNESS WHEREOF, this Asset Purchase Agreement has been executed as of the Effective Date.

BUYER:

AMERICAN DE ROSA LAMPARTS, LLC

By: _____
Its: _____

SELLER:

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA d/b/a CMA BUSINESS CREDIT SERVICES SOLEY IN ITS CAPACITY AS ASSIGNEE FOR THE BENEFIT OF CREDITORS OF GREAT 2000 ENTERPRISES, INC.

By: _____
Its: _____

CONCORD:

GREAT 2000 ENTERPRISES, INC. d/b/a CONCORD FANS & LIGHTING

By: _____
Its: _____

Stuart Huang

Susan Huang



Anna Couzens

List of Exhibits

- | | |
|------------------|------------------------------|
| Exhibit A | Assignment Documents |
| Exhibit B | Non-Compete Agreement |
| Exhibit C | Consulting Agreement |

EXHIBIT A

Assignment Documents

UCC 9-617

GENERAL ASSIGNMENT

THIS ASSIGNMENT, Made this 28th day of April, 2008,

BY: Great 2000 Enterprises, Inc., a California corporation.

OF (address) 1010 Railroad Street, Corona, CA 92882-1947

in the City of Corona, County of Riverside State of California,

FEDERAL TAX IDENTIFICATION NUMBER: 33-0006609.

party of the first part, hereinafter referred to as Assignor, to Credit Managers Association of California, a California corporation, of Burbank, California, doing business as CMA Business Credit Services, party of the second part, hereinafter referred to as Assignee.

WITNESSETH: That said assignor, for and in consideration of the covenants and agreements to be performed by the party of the second part, as hereinafter contained, and of the sum of One Dollar (\$1.00) to Assignor in hand paid by said Assignee, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, assign, convey and transfer unto said Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of the Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, furniture, fixtures, equipment, book accounts, books, bills receivable, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names, insurance policies, tax refunds, rebates, insurance refunds and claims, choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by the Assignor.

This assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the U.S. Treasury Department, and any State or local taxing agency, and the Assignor agrees to sign and execute power of attorney or all other documents as required to enable said Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service and any State or local taxing agency, and agrees to endorse any tax refund checks relating to the prior operations of said Assignor's business and to deliver such checks to the Assignee.

Leases and leasehold interests in real estate are not included in this assignment. However, if the Assignee shall determine that the same may be assigned and also that the same has a realizable value for creditors, then the Assignor agrees that upon written demand of the Assignee, it will assign and transfer said lease or leasehold interest to said Assignee, or nominee, for administration under the terms of this general assignment.

Contracts and/or agreements between Assignor and any Labor Union, or Trade Associations, are excepted from and not included in this assignment.

The Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by the Assignee.

Said Assignee is to receive the said property, conduct the said business, should it deem it proper, and is hereby irrevocably authorized at any time after the execution hereof to sell, lease, or otherwise dispose of said property upon such time and terms as it may see fit. Said Assignee shall use and apply the net proceeds arising from the conducting of said business and from the sale, or lease or other disposition of said property as follows:

FIRST: To deduct therefrom (or to reimburse itself with respect to) all sums which said Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee (as hereinafter defined) and to its attorney, and to the attorney for the Assignor; and, in those instances where a 'creditors' committee has been selected at any meeting of the creditors of the Assignor (without regard to the actual amount or number of creditors present at such creditors' meeting) then a reasonable fee shall be paid to the attorney appointed by said Creditors' Committee in an amount fixed by the said creditors' committee and said Assignee.

SECOND: The balance of the proceeds then remaining shall be paid to the creditors of the Assignor, pro rata, according to the indebtedness due each of them, individually, from the Assignor.

With respect to the fees of the Assignee referred to in the aforementioned paragraph **FIRST** hereinabove. Assignor hereby expressly and irrevocably agrees as follows: That the term "a reasonable fee to Assignee", as used herein, is defined as, and includes the following: (a) An administration fee computed on the basis of the total monies handled in connection with this Assignment and for the assembly, inventorying, collection and liquidation of the assets assigned, in accordance with the following schedule, to wit: the greater of a minimum fee of \$50,000, or a fee of 6% shall apply; (There shall be excluded from the foregoing, however, monies received or disbursed in connection with and incidental to any actual continuing operation of the business assigned, as distinguished from monies received in connection with the collection and liquidation of the assets assigned.); (b) a fee of 1.5% shall be charged on disbursements to secured and priority creditors and, (c) a fee of 4% shall be charged on distributions to general creditors.

The Assignee shall be entitled to reimbursement of all expenses incurred as a result of its administration out of the proceeds generated therefrom.

In addition to all the foregoing fees and charges, the Assignor expressly agrees that the Assignee shall be entitled to a further fee equal to any and all interest earned and received by the Assignee on any trust and other funds in its hands and arising from this assignment.

In an addition to all of the foregoing, when applicable, in the opinion of the Board of Directors of Assignee, an additional and reasonable fee may be taken for special, unusual, or extraordinary services actually performed by Assignee in connection with the operation, management, preservation, or administration of the property of the Assignment; and, in this connection the Board of Directors of the Assignee corporation, or the President of the Assignee corporation, is hereby given the right and discretion to determine the nature and extent of such special, unusual or extraordinary services, and the amount of additional fees in connection therewith.

The total of all of said fees shall be paid from the property assigned, and from all of the proceeds thereof and from any interest, income and increments and any additions thereto.


Any contract, liability, or obligation made by Assignee in connection with the administration of this agreement shall not personally bind Assignee or any of its officers, agents, or employees, but it shall obligate Assignee in its capacity as Assignee only, whether or not the Contract specifically so provides. Assignee hereunder shall be liable only in its official capacity for reasonable care and diligence in administering the estate created by this assignment.

Assignor as to all existing creditors extends the statute of limitations upon their respective claims for a period of one year from the date hereof.

Said Assignee is also authorized and empowered to appoint such agents, field representatives, attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of the Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and


authority to do such other acts and to execute such papers and documents in connection with this assignment as said Assignee may consider necessary or advisable.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

By: 
Stuart Huang, President

By: 
Anna Couzens, Secretary

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA
a California corporation, doing business as
CMA BUSINESS CREDIT SERVICES


By: 
DAVID T. MACOMBER, VP/CFO


CONSENT OF DIRECTORS TO HOLD MEETING


_____ Riverside _____, California

_____ April 28 _____, 2008

We, the undersigned, being all of the directors of the Great 2000 Enterprises, Inc., a corporation, organized under the laws of the State of California, assembled this day at the office of the Corporation at Riverside, California, do hereby consent that a meeting of said directors be held at this time and place for the transaction of such business as may come before the meeting, and waive any notice of said meeting.

Stuart Huang 

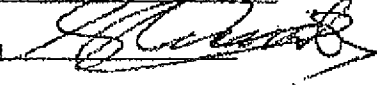
Susan Huang 

Anna Couzens 

MINUTES OF THE MEETING

_____ Riverside _____, California, _____ April 28 _____, 2008

At a meeting of the directors of the Great 2000 Enterprises, Inc., a corporation, held at the office of the Company at 1010 Railroad Street, Corona, California, at _____ 3:00 o'clock _____ P M., the following directors were present:

Stuart Huang 

Susan Huang

Anna Couzens

Absent: _____

The President announced that the purpose of the meeting was to consider the financial condition of the company and the advisability of making a general assignment for the benefit of creditors.

On motion by Stuart Huang, seconded by Anna Couzens, the following resolution was adopted, to-wit:

BE IT RESOLVED:

That any two of the officers of this corporation be, and are, hereby authorized and directed by the directors of this company, in meeting assembled, to make an assignment of all assets of the corporation to Credit Managers Association of California, a California corporation, of Burbank, California, doing business as CMA Business Credit Services, for the pro rata benefit of all creditors of this corporation, and that any two officers be, and they are hereby authorized and directed to execute said assignment containing such provisions as may be agreed upon between them and said Credit Managers Association of California, a California corporation, doing business as CMA Business Credit Services (Assignee), and they are also authorized and directed to execute and deliver to said Credit Managers

Association of California, a California corporation, doing business as CMA Business Credit Services (Assignee), such other deeds, assignments, and agreements as may be necessary to carry this resolution into effect.

BE IT FURTHER RESOLVED:

That said assignee for the benefit of creditors be, and it hereby is, authorized to execute and file and prosecute on behalf of this corporation all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from this corporation and any one officer of this corporation be, and it is, hereby authorized and directed to make, execute and deliver in favor of such person as may be designated by the assignee for the benefit of creditors, a power of attorney on the regular printed form thereof used by the United States Treasury Department so as to authorize said attorney-in-fact to process any tax claims for it on behalf of this corporation.

There being no further business to come before the directors, the meeting adjourned subject to the call of the President or Vice-President.

Stuart Huang
President

I, Stuart Huang President of the Great 2000 Enterprises, Inc. a corporation, do hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of directors held in Riverside at the place and hour stated and that the resolution contained in said minutes was adopted by the directors at said meeting and the same has not been modified or rescinded.

Dated April 28, 2008

Stuart Huang, President

CORPORATE SEAL

CONSENT TO ASSIGNMENT BY STOCKHOLDERS

We, the undersigned, being owners and holders of 170,000 shares of stock, being more than 50% of the subscribed and issued stock of Great 2000 Enterprises, Inc. a corporation, do hereby give our consent to the within assignment and transfer of the property of said corporation.

NAME	SHARES HELD
<u>Stuart Huang</u>	<u>72,250</u>
<u>Susan Hoang</u>	<u>72,250</u>
<u>Anna Couzens</u>	<u>25,500</u>

Re: *Great 2000 Enterprises, Inc.*
1010 Railroad Street, Corona, CA 92882-1947

Attached hereto is a complete list of the creditors and shareholders of Great 2000 Enterprises, Inc., which list includes names, addresses, cities, states, zip codes, together with the anticipated claim for each creditor of the assignment estate.

I declare under penalty of perjury that the information contained in the attached list is true and correct.

April 28, 2008

Dated: _____



By: ANNA COUZENS

Its: Secretary

CASH COLLATERAL AND FUNDING AGREEMENT

(Assignment for the Benefit of Creditors)

This Cash Collateral and Funding Agreement (Assignment for the Benefit of Creditors) (the "ABC Agreement") is entered into as of April 25, 2008, among Great 2000 Enterprises Inc., a California corporation ("Borrower"), Credit Managers Association of California, as assignee for the benefit of creditors of Borrower ("CMA"), and Wells Fargo Bank, National Association, Acting through its Wells Fargo Business Credit operating division ("Wells Fargo") as follows:

A. Borrower and Wells Fargo have previously entered into that certain Credit and Security Agreement, dated as of March 2, 2005 (as amended, supplemented, restated, or modified from time to time, the "Credit Agreement"), pursuant to which Wells Fargo has made certain loans and financial accommodations available to Borrower.

B. By reason of the Credit Agreement, Wells Fargo asserts a blanket security interest in all of the assets of Borrower (the "Collateral").

C. Borrower intends to make a General Assignment for the Benefit of its Creditors (the "Assignment") to CMA and CMA intends to accept said Assignment.

D. In order to facilitate administration of the Assignment, CMA has requested that Wells Fargo consent to the use of certain cash proceeds of the Collateral (the "Well Fargo Cash Collateral Expenditures") by CMA to fund certain costs and expenses set forth in the proposed budget presented by CMA to Wells Fargo, in form and substance acceptable and expressly approved by Wells Fargo, a copy of which is attached hereto as Exhibit "A" (the "Budget").

NOW THEREFORE, the parties agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part hereof.

2. Consent. Wells Fargo consents to CMA as assignee for the benefit of creditors of Borrower and CMA consents to such assignment. Borrower consents to this Agreement and agrees that the Wells Fargo Cash Collateral Expenditures (as defined below) and Protective Advances (as defined below) hereunder shall constitute Obligations as defined under the Credit Agreement (the "Obligations") and shall be secured in accordance therewith. Each party that is a signatory to that certain Consent and Acknowledgement as defined below, dated as of even date herewith, as a guarantor and/or subordinating creditor of Wells Fargo's loans to Borrower consent to the Assignment and agree that the Well Fargo Cash Collateral Expenditures used by CMA under this Agreement and the Protective Advances constitute "Indebtedness" under the terms of their respective guaranties (the "Guaranties") and "Lender Indebtedness" under the terms of their respective subordination agreements, as more fully set forth in the Consent and Acknowledgement By Guarantors And Subordinating Creditors attached hereto as Exhibit "B" (the "Consent and Acknowledgement").

2A. Receivables; Sale of Assets. On or before April 29, 2008, CMA shall engage Receivable Control Corporation ("RCC") to take over the collection of the accounts receivable of Borrower, on terms and pursuant to documentation acceptable to Wells Fargo in its sole discretion, and pursue an immediate liquidation of Borrower's remaining assets, which shall, in all respects be on terms and pursuant to documentation acceptable to Wells Fargo in its sole discretion. Any and all sales of assets of Borrower pursuant to this Section 2A shall be subject to the provisions of Section 23 below.

3. Forbearance. For the Forbearance Period (as defined below), Wells Fargo shall not take any action or commence any proceedings with respect to the enforcement of any of its rights or remedies with respect to the Collateral under the Loan Documents (as defined in the Credit Agreement) (the "Loan Documents") or applicable law, except as may be necessary in Wells Fargo's judgment to protect its interest in the Collateral. The parties agree that neither the foregoing agreement by Wells Fargo nor the acceptance by Wells Fargo of any of the payments provided for in the Loan Documents or hereunder, nor any payment prior to the date hereof shall, however, (i) excuse any party from any of its obligations hereunder or under the Loan Documents, or (ii) toll the running of any time periods applicable to any such rights and remedies. Borrower agrees that it will not assert laches, waiver or any other defense to the enforcement of any of the Loan Documents based upon the foregoing agreement by Wells Fargo to forbear or the acceptance by Wells Fargo of any of the payments provided for hereunder or in the Loan Documents or any payment prior to the date hereof. As used herein, "Forbearance Period" shall mean the period commencing upon the effectiveness of this Agreement and continuing until the earliest to occur of: (i) May 9, 2007 (the "Maturity Date"); or (ii) at Wells Fargo's option, a Termination Date (as defined below). The Forbearance Period may be extended only by written consent of Wells Fargo.

4. Termination of Forbearance. The Forbearance Period shall, at Wells Fargo's option, terminate prior to the Maturity Date on the occurrence of any of the following (each, a "Termination Date"):

- a. a breach by CMA of any of its obligations under this Agreement, the Assignment, or applicable law that is not cured within one calendar days notice from Wells Fargo, but only to the extent the breach is curable;
- b. the commencement of a bankruptcy or other insolvency proceeding by or against Borrower;
- c. any material portion of the Collateral is seized, subjected to a writ or distress warrant, levied upon, or comes into the possession of any judicial officer;
- d. any material portion of the Collateral shall have been attached and such attachment shall have remained in effect for one business days;
- e. any creditor initiates a judicial or non-judicial action to enforce its rights against any material portion of the Collateral;
- f. Wells Fargo's determination that a material part of the Collateral in the possession of CMA has been or is subject to conversion, waste, fraud or misappropriation by any party or has otherwise been put into jeopardy;

- g. CMA (or any approved successor or assignee under the Assignment) is prohibited for any reason from continuing, or becomes unable to continue, to perform its duties under the Assignment;
- h. Charles Klaus ceases to manage the liquidation on behalf of CMA;
- i. CMA commences any action (i) against Wells Fargo, (ii) adverse to Wells Fargo in respect of Wells Fargo's liens upon or security interests in any Collateral, or (iii) adverse to Wells Fargo in respect of Wells Fargo's claim for payment of all or any portion of the Obligations; provided, that the taking of actions to confirm the validity of Wells Fargo's claims and liens shall not constitute an "action" within the meaning of this section;
- j. any party commences any action against Wells Fargo that remains pending for more than 7 business days that relates to the Collateral, this Agreement, Wells Fargo, or the Assignment; or
- k. CMA fails to comply with any provisions contained in the Budget, including without limitation, the requirements to (i) make minimum payments to Wells Fargo and (ii) refrain from prepaying items on the Budget before the budgeted items become due.
- l. Any guarantor of Wells Fargo's loans to Borrower terminates its guaranty or withdraws its consent to the use by CMA of the Well Fargo Cash Collateral Expenditures under this Agreement.

5. Effect of Termination or Maturity. Upon any termination of the Forbearance Period, Wells Fargo may exercise any or all of its rights and remedies available to it under the Credit Agreement or any Loan Documents, at law or in equity.

6. Grant of Lien and Security Interest to Secure the Wells Fargo Cash Collateral Expenditures and Protective Advances. CMA acknowledges that the Collateral has been assigned to it subject to any valid and enforceable liens and security interests in existence on the date of the Assignment (the "Assignment Date") and that any proceeds of the Collateral created or arising after the Assignment Date shall be subjected to such liens and security interests to the extent of such validity and enforceability. In particular, CMA acknowledges that it has taken possession of the assets of Borrower subject and subordinate to any pre-Assignment ("Pre-Assignment") security interest and liens in favor of Wells Fargo.

7. Subordination and Payment of Administrative Expenses and Fees. Wells Fargo hereby agrees to subordinate its liens upon and security interests in the Collateral to the reasonable fees and administrative expenses of CMA (collectively, the "Fees and Expenses"), including the fees and expenses incurred by professionals employed by CMA, as set forth on the Budget attached hereto as Exhibit A and incorporated herein by this reference, in the maximum amount set forth in Section 8(c) below; provided, however, that Wells Fargo reserves the right to object to the Fees and Expenses in accordance with Section 14 below.

8. Limitation on Subordination. Fees and Expenses will be incurred only for the payment of the expenses necessary or incident to the maintenance, preservation and liquidation of the Collateral as expressly set forth in the Budget. In addition:

- (a) The Fees and Expenses will be calculated pursuant to the Budget.
- (b) Wells Fargo's subordination of its liens upon and security interests in the Collateral pursuant to Section 7 of this Agreement expressly excludes:
 - (i) any Fees and Expenses arising after the termination of the Forbearance Period, unless the Fees and Expenses were due under the Budget and were actually incurred or earned prior to the termination of the Forbearance Period;
 - (ii) any expenses, fees, costs or other charges and obligations incurred by CMA not itemized in the Budget;
 - (iii) any Fees and Expenses not described in the Budget; and
 - (iv) any Fees and Expenses incurred by CMA in taking any action (a) against Wells Fargo, (b) adverse to Wells Fargo in respect to Wells Fargo's liens upon or security interests in any Collateral, or (c) adverse to Wells Fargo in respect of Wells Fargo's claim for payment of all or any portion of the Obligations.

(c) In no event shall the total dollar amount of Fees to which Wells Fargo agrees to subordinate pursuant to Section 7 of this Agreement exceed \$50,000, and in no event shall the total dollar amount of Expenses to which Wells Fargo agrees to subordinate pursuant to Section 7 of this Agreement exceed \$100,000 (collectively, the "Subordination Limit"), unless Wells Fargo expressly agrees in writing to increase the Subordination Limit. The Subordination Limit shall be reduced on a dollar for dollar basis for the amount of all Wells Fargo Cash Collateral Expenditures, all Protective Advances, any other advances, or any dollar usage of cash collateral utilized by the CMA pursuant hereto.

9. [intentionally omitted]

10. Employees. Borrower will, at the time of the Assignment have no employees. CMA shall employ personnel only in accordance with the Budget and shall be solely responsible for payment of all payroll, employee benefits, payroll tax, social security, and disability, and any other trust fund tax withholding liability. Expenses relating to the retention of such employees by CMA shall be only as provided in the Budget.

11. Amendment of Budget. In the event CMA deems it necessary to amend the Budget, CMA shall promptly notify Wells Fargo of any such proposed amendment, and obtain Wells Fargo's prior written consent thereto before the Budget shall be deemed amended.

12. Control of Cash. CMA agrees that Wells Fargo will continue to receive, subject to Wells Fargo's security interest, all proceeds of Collateral in its lockbox account which may remain under the control of Wells Fargo (the "Wells Fargo Account"). In the event Wells Fargo accepts the CMA Fee Schedule (as defined below), Wells Fargo will make certain available amounts in the Wells Fargo Account available for funding the Budget and the Fees and Expenses (which amounts shall then constitute Well Fargo Cash Collateral Expenditures); provided, however, amounts which have been collected into the Wells Fargo Account which are not used to

fund the Budget and the Fees and Expenses in accordance with the terms of this Agreement may be applied by Wells Fargo to the Obligations. All proceeds of the Collateral at any time in the possession or under the control of CMA shall be held by CMA in trust for the benefit of Wells Fargo, and subject to Wells Fargo's security interest therein, until such funds are paid or otherwise distributed by CMA to any person or entity, including, without limitation, to CMA itself, at which time Wells Fargo's security interest therein shall terminate so long as the funds are distributed or paid in accordance with the Budget and in accordance with the terms of this Agreement. All interest accruing on any proceeds of the Collateral at any time in the Wells Fargo Account shall also be subject to Wells Fargo's security interest.

13. Financial Reporting. CMA shall deliver to Wells Fargo on the second business day of each week, a weekly accounting (reconciled to the Budget) for the immediately preceding week (or fraction thereof) of (i) all collections received and disbursements made by CMA, in form and detail acceptable to Wells Fargo, and (ii) a schedule summarizing the Fees and Expenses payable to CMA as a result of such collections and payments and distributions, in form and detail acceptable to Wells Fargo (the "CMA Fee Schedule"). The weekly accounting shall also include accounts receivable and accounts payable aging reports.

14. Objections to Fees and Expenses. If Wells Fargo disagrees with any values set forth on the CMA Fee Schedule, Wells Fargo and CMA shall use reasonable commercial efforts to resolve such disagreement. Notwithstanding the foregoing or any contrary provision contained in this Agreement, Wells Fargo does not agree to subordinate its liens upon and security interest in Collateral with respect to any Fees and Expenses arising as a result of any distributions made by CMA to any party other than Wells Fargo. On or after either the expiration of the Forbearance Period, Wells Fargo shall have no further obligation to authorize any further Wells Fargo Cash Collateral Expenditures under this Agreement, but may make Protective Advances in its discretion as will facilitate the preservation and liquidation of the Collateral.

15. Permitted Uses. The Wells Fargo Cash Collateral Expenditures will be used only for the purposes set forth in the Budget and solely to the extent of expenses actually incurred, or the satisfaction of approved Fees and Expenses. As set forth above, CMA will provide Wells Fargo on a weekly basis with an accounting of all payments and distributions made by CMA, in form and detail reasonably acceptable to Wells Fargo. In the event the Forbearance Period is terminated for any reason, any unexpended proceeds of Collateral in the possession or under the control of CMA or unexpended Wells Fargo Cash Collateral Expenditures ("Unexpended Proceeds"), excluding budgeted Fees and Expenses earned or incurred by CMA prior to termination of the Forbearance Period on the date of such termination shall be immediately remitted to Wells Fargo for application to the Obligations. CMA agrees to use its best efforts to keep all Unexpended Proceeds free of any claims and encumbrances.

16. Insurance. If any Collateral at any time ceases to be insured as required by the Credit Agreement and Loan Documents, CMA shall immediately notify Wells Fargo of that fact orally and in writing, and use its best efforts to immediately obtain such property insurance and to cause Wells Fargo to be named as loss payee under such property insurance policies as its interests shall appear.

17. Preservation of Wells Fargo Priority. CMA shall exercise its best efforts to keep the Collateral free and clear of any new or additional claims, security interests or encumbrances arising after the effective date of the Assignment, and CMA shall promptly notify Wells Fargo of any attempts by any third party to seize, control or make any claim or levy against, or assert any interest in the Collateral (including by the filing of any bankruptcy, insolvency or reclamation proceedings against Borrower or any of the Collateral).

18. Service of Notices. CMA shall promptly notify Wells Fargo if any party objects to any of CMA's actions or proposed actions under the Assignment. CMA shall also promptly provide Wells Fargo with a copy of all notices, service of legal process and other communications received by CMA regarding any Collateral and, to the extent it could impact Wells Fargo's rights or remedies or realization upon the Collateral, regarding Borrower or the Assignment. To the extent CMA sends any reports, notices or other communications to Borrower's other creditors, CMA shall also promptly provide Wells Fargo with copies of same.

19. Access. CMA shall, during normal business hours, permit Wells Fargo and its representatives reasonable access to the Collateral and to all of Borrower's records pertaining to the Collateral. CMA may have a representative present during such access but CMA may not deny access to Wells Fargo based on the availability of such a representative.

20. Additional Reporting. CMA shall provide all information reasonably requested by Wells Fargo relating to the Collateral, the Budget, Borrower, or to the liquidation.

21. Wells Fargo Protective Actions and Cash Collateral Expenditures. To the extent Wells Fargo in good faith, has determined that CMA has failed to or refused to take any action necessary or desirable to preserve the identity, value or condition of the Collateral or the priority of Wells Fargo's liens upon or security interests in the Collateral after Wells Fargo has requested that CMA take such action, Wells Fargo may undertake such actions at any time with such prior notice to CMA as permitted by the circumstances, and CMA and Borrower agree that any expenditures or advances ("Protective Advances") made by Wells Fargo with regard to such actions shall constitute additional Obligations secured by the Collateral. In addition, in the event that there are insufficient cash proceeds of Collateral to fund the Budget, Wells Fargo may, in its sole and absolute discretion upon a request by CMA, advance funds under the Credit Agreement to CMA, which funds shall also constitute Protective Advances hereunder. Notwithstanding the foregoing, nothing contained in this section shall limit Wells Fargo's rights to terminate the Forbearance Period pursuant to Section 4 of this Agreement.

22. Reservation of Rights Except as specifically set forth herein, nothing set forth herein shall impair, waive or modify any of Wells Fargo's rights and remedies against Borrower, the Collateral, or any other party, all such rights being expressly preserved.

23. Asset Sales. Except for sales of inventory on a COD basis in the ordinary course of Borrower's business, CMA shall not sell or otherwise dispose of any or all of the Collateral without Wells Fargo's prior written consent. Wells Fargo reserves the right to consent or not to consent to any disposition of Collateral, including the release or refusal to release any lien upon or security interest in the Collateral, in its sole discretion. Any consent of Wells Fargo to the

disposition of all or a portion of the Collateral or the release of any lien upon or security interest in the Collateral shall be in a writing signed by Wells Fargo. Wells Fargo reserves all rights of a secured creditor with respect to the disposition of the Collateral and all rights under the Credit Agreement and Loan Documents and at law and in equity with respect to disposition of the Collateral, none of which rights are waived and all of which may be exercised by Wells Fargo at anytime notwithstanding the existence of this Agreement, including, but not limited to, any right of Wells Fargo to credit bid all or part of the Obligations to be applied towards the purchase of all or a portion of the Collateral.

24. Allocation. In the event multiple assets are sold together in a single transaction, CMA shall use its best efforts to consensually determine with Wells Fargo the appropriate allocation of price among the various assets sold, to the extent CMA retains the right to allocate the purchase price pursuant to the relevant sale documents between CMA and purchaser of the assets.

25. Conditions Precedent. The effectiveness of this Agreement is expressly conditioned upon (i) the effectiveness of the Assignment, and (ii) the signing of the Consent and Acknowledgement attached hereto by the guarantors and subordinated creditors.

26. Applicable Law. This Agreement shall be governed by, and the rights and obligations of the parties hereto constructed in accordance with, the internal laws of the State of California without regard to choice of laws or conflicts of laws principles.

27. Assignment or Delegation. CMA shall not, without the prior written consent of Wells Fargo, assign, transfer or delegate any of its rights, interests, or obligations under this Agreement.

28. Integration Clause. This Agreement contains all of the terms and conditions agreed upon by the parties relating to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, negotiations, understandings and communications of the parties, whether oral or written, with respect thereto.

29. Counterparts, Facsimiles. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

30. Amendment. No provision of this Agreement may be amended or modified without the written consent of Wells Fargo and CMA. Wells Fargo shall not be deemed, by any act or omission, to have waived any of its rights or remedies unless such waiver is in writing and signed by Wells Fargo and then only to the extent specifically set forth in such writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event. No delay or omission of Wells Fargo in exercising any right, whether before or after a default under the Loan Documents, shall impair any such right or shall be construed to be a waiver of any right or default.

31. Construction. This Agreement constitutes the joint drafting product of the parties. As such, no ambiguity or provision of this Agreement shall be construed against any particular party as the draft person.

32. Primacy of Documents. To the extent any provisions in this Agreement conflict with the terms of the Budget, this Agreement shall control.

33. Termination of Wells Fargo's Obligations. Wells Fargo's obligations under this Agreement will terminate upon delivery by Wells Fargo to CMA of a written acknowledgment that the Obligations have been repaid in full. Nothing contained in this Agreement shall modify the rights and remedies of Wells Fargo under, or with respect to, the Credit Agreement or Loan Documents.

34. No Third Party Beneficiaries. This Agreement is not intended to benefit anyone not a party hereto, nor is it intended to change in any way the relative priority of Wells Fargo's security interests as against the interests of anyone other than CMA. This Agreement shall not be construed to require the payment of proceeds of Collateral to anyone other than Wells Fargo or CMA.

35. No Senior Liens or Claims Except for the Valid Pre-Assignment Senior Liens. The parties agree that CMA shall not create or grant any claims, liens or security interests to parties other than Wells Fargo that are prior to, *pari passu* with or junior to the claims, liens or security interests of Wells Fargo in the Pre-Assignment Collateral or in the Post-Assignment Collateral without the express written consent of Wells Fargo (which consent may be withheld in its sole discretion). Wells Fargo may at its option release at any time from its liens and security interests any assets determined by Wells Fargo to have a risk of environmental liabilities which Wells Fargo in its sole discretion deems unacceptable.

36. Default Remedies. Subject only to the reservation by CMA of challenges to the validity of Wells Fargo's security interest or debts ("Adverse Claims"), the parties agree that upon the expiration of the Forbearance Period and at all times thereafter:

(a) Acceleration. CMA immediately shall cease all further expenditure of the Wells Fargo Cash Collateral Expenditures, and the Pre-Assignment Obligations and the outstanding amount of the Wells Fargo Cash Collateral Expenditures and Protective Advances immediately shall be accelerated and shall be immediately due and payable to Wells Fargo, and Wells Fargo shall have no further obligation to remit monies to CMA to fund the Budget or to subordinate to any additional Fees and Expenses.

(b) Possession of Collateral after Default. The parties agree that upon the expiration of the Forbearance Period, CMA shall deliver peaceful possession of the Collateral to Wells Fargo or its agents at Borrower's place of business or, upon agreement of CMA and Wells Fargo, such other location. The parties agree that upon expiration of the Forbearance Period, and at all times thereafter, CMA further agrees that Wells Fargo and its representatives shall have the right at any time to enter upon the premises where the Collateral is located, to take and maintain possession of the Collateral, to remove the Collateral from the premises and to advertise and

conduct public or private dispositions of the Collateral, at any time and at any place, including, without limitation, at the premises where the Collateral is located, and to otherwise dispose of the Collateral in any manner that Wells Fargo deems appropriate. The parties agree that upon the expiration of the Forbearance Period, CMA or its representatives shall not interfere with any sale of the Collateral conducted by or on behalf of Wells Fargo. The parties agree that upon the expiration of the Forbearance Period, and at all times thereafter, all records and books of Borrower shall be delivered at Wells Fargo's expense to Wells Fargo at Borrower's place of business or, upon agreement of CMA and Wells Fargo, such other location.

(c) Disposition of Collateral. The parties agree that upon the expiration of the Forbearance Period, and at all times thereafter, CMA disclaims any right to dispose of any or all of the Collateral, and acknowledges and agrees that Wells Fargo has the right to and intends to dispose of any or all of the Collateral existing on the date of the expiration of the Forbearance Period. The parties agree that upon the expiration of the Forbearance Period, and at all times thereafter, CMA specifically agrees and acknowledges that the private sale of the Collateral shall be deemed to be commercially reasonable.

37. Adverse Claims. Wells Fargo will deliver to CMA copies of the documents evidencing (a) its advances to Borrower and (b) its claims against Borrower and the granting and perfection of its security interest (the "Wells Fargo Claims and Security Interest") for review by CMA and its counsel. CMA may review Wells Fargo's claim and security interest and the perfection thereof for a period of twenty (20) business days thereafter (the "Review Period"). CMA shall notify Wells Fargo in writing, of any Adverse Claims on or before the end of the Review Period. Such notice shall specify with particularity the legal and factual basis of any Adverse Claim. Any Adverse Claim not made by CMA within the Review Period shall be deemed waived, and, if no Adverse Claims are made by CMA, the Wells Fargo Claims and Security Interest shall be deemed allowed, and CMA shall be barred from seeking to avoid or challenge the validity, enforceability, or perfection of the Wells Fargo Claims and Security Interest.

38. Release And Discharge.

(a) Except for the obligations and claims expressly set forth in this Agreement, and in consideration of the mutual compromises, payments and other agreements set forth herein, Borrower, upon execution of this Agreement, on behalf of itself, and Borrower's representatives, agents, employees, predecessors, successors and assigns, (collectively, the "Borrower Parties") hereby does remise, release and forever discharge Wells Fargo, its affiliates and each of their respective present and former directors, officers, shareholders, representatives, agents, employees, predecessors, successors and assigns, from any and all claims, actions, suits, causes of action, accounts, covenants, contracts, controversies, agreements, promises, executions, debts, damages, rights, obligations, liabilities and controversies, judgments, and demands of whatever kind or nature or description, in law or in equity, whether known or unknown, mature or contingent (collectively, the "Claims"), which the Borrower Parties ever had, now have, or which they or their successors, predecessors, representatives or assigns had, can, shall or may have, for, upon or by reason of any matter of thing whatsoever, which arose on or before the date hereof.

(b) The release contained in this Agreement is a general release. The Borrower Parties acknowledge that they have read and understood this Agreement, and hereby expressly and knowingly WAIVE each of their rights under section 1542 of the California Civil Code. The Borrower Parties expressly acknowledge and understand that California Civil Code Section 1542 provides as follows:

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

(c) In addition to specifically WAIVING any rights they may have under section 1542 of the California Civil Code, the Borrower Parties specifically WAIVE the provisions of all comparable, equivalent or similar statutes and principles of common law of California and of any other jurisdiction or federal law with respect to the claims released under this Agreement and acknowledge and agree that these waivers are essential and material terms of this Agreement, without which the subordinations and other consideration given by Wells Fargo herein would not have been given.

39. No Admission. It is understood and agreed to by the parties that nothing contained in this Agreement shall be construed as evidence or an admission of any alleged wrongdoing or liability by Wells Fargo.

40. Representations And Warranties.

(a) Authority to Execute This Agreement. Each party represents and warrants that it has the authority to execute this Agreement.

(b) No Prior Transfer of Released Items. Except for the assignment for the benefit of creditors to CMA by Borrower, each party represents and warrants that it has not heretofore sold, assigned, transferred, conveyed or otherwise disposed of, including by way of subrogation, any of the charges, Claims, complaints, actions, causes of action, liabilities, obligations, promises, benefits, agreements, controversies, rights, damages, debts, costs, losses of services, attorneys' fees, expenses, costs and compensation of any nature whatsoever released in this Agreement.

(c) Representation by Counsel. Each party represents and warrants that, in entering into this Agreement, it has relied upon the legal advice of its own attorneys, that the terms of this Agreement have been read completely and explained to it by its attorneys and that the terms of this Agreement are fully understood and voluntarily accepted by it. Each party further acknowledges that: (1) no representation or promise not expressly contained in this Agreement has been made by any party to any other party or to their agents, participants, employees, representatives or attorneys, and (2) this Agreement has not been entered into on the basis of any such promise or representation, express or implied, other than as set forth in this Agreement.

41. Attorneys' Fees. Each party shall bear its own costs and expenses arising out of the negotiation, execution and delivery of this Agreement, provided that all costs and expenses arising out of the negotiation, execution and delivery of this Agreement by Wells Fargo shall be included in the Obligations, as provided in the Credit Agreement and shall be included in the "Indebtedness" as defined in the Guaranties. Notwithstanding the foregoing, CMA's attorneys' fees may be paid in accordance with the approved Budget.

42. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

CREDIT MANAGERS ASSOCIATION OF
CALIFORNIA

By: *D. Mann*
Its: VP + CFO

WELLS FARGO BANK, NATIONAL
ASSOCIATION, ACTING THROUGH ITS
WELLS FARGO BUSINESS CREDIT
OPERATING DIVISION

By: _____
Its: _____

GREAT 2000 ENTERPRISES INC.

By: _____
Its: _____

41. Attorneys' Fees. Each party shall bear its own costs and expenses arising out of the negotiation, execution and delivery of this Agreement, provided that all costs and expenses arising out of the negotiation, execution and delivery of this Agreement by Wells Fargo shall be included in the Obligations, as provided in the Credit Agreement and shall be included in the "Indebtedness" as defined in the Guaranties. Notwithstanding the foregoing, CMA's attorneys' fees may be paid in accordance with the approved Budget.

42. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA

By: *[Signature]*
Its: VP & CFO

WELLS FARGO BANK, NATIONAL ASSOCIATION, ACTING THROUGH ITS WELLS FARGO BUSINESS CREDIT OPERATING DIVISION

By: _____
Its: _____

GREAT 2000 ENTERPRISES INC.

By: *[Signature]*
Its: PRESIDENT

41. Attorneys' Fees. Each party shall bear its own costs and expenses arising out of the negotiation, execution and delivery of this Agreement, provided that all costs and expenses arising out of the negotiation, execution and delivery of this Agreement by Wells Fargo shall be included in the Obligations, as provided in the Credit Agreement and shall be included in the "Indebtedness" as defined in the Guaranties. Notwithstanding the foregoing, CMA's attorneys' fees may be paid in accordance with the approved Budget.

42. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA

By: [Signature]
Its: VP

WELLS FARGO BANK, NATIONAL ASSOCIATION, ACTING THROUGH ITS WELLS FARGO BUSINESS CREDIT OPERATING DIVISION

By: [Signature]
Its: VICE PRESIDENT

GREAT 2000 ENTERPRISES INC.

By: [Signature]
Its: PRESIDENT

EXHIBIT A

Budget

See Attached.

"DRAFT" For Discussion Purposes Only	1	2	3	Row/ABC	Total	Comments
**** Administrative Rent		41,000			\$41,000	Assumes Activation of ABC on 4/21. Sale of Inv. From 4/21 to 5/2. Sale of Inv. occurs on 5/2. Sale & removal of Furn, Racking, Etc., following week (unable to remove racking until Inv. Removed)
Electric/Utilities			2,000		\$2,000	
Phones & Internet		500	450		\$950	\$150 Mo/Offer to RCC to help Coll A/R
Health Insurance					\$0	Currently Pd Thru 4/30
ADP Payroll Services				1,500	\$1,500	Keep payroll info & process W-2 & 1099 for Year ending 2008
Alarm, Trash, Supplies, Postage, Misc			400		\$400	
Ground Transportation/Fed-X & UPS					\$0	
Sales Tax				1,000	\$1,000	
General Liab & Property Ins/Policy renew 4/1/08					\$0	Chk for \$8,500 Was Issued 4/30/08
Workman's Compensation Insurance					\$0	Chk for \$1,700 was Issued 4/19 - Pd Thru 4/30
Subtotal	0	41,500	450	4,900	\$48,200	
Wages	3		3			
Head Count						
Wage Exp. / Sales/Commissions (5%)					\$0	
Wage Exp / Payroll OZE Employees		6,007	2,843		\$8,850	CMA Retain Services of Tony/Arno & Whs Sup week 1 - Week 2 Tony & Whs Sup -Pd Thru Temp Agency to help Facilitate Sale/Assignment of Assets
Supplies					\$0	
Subtotal	0	6,007	2,843	0	\$8,850	
Administrative Expenses					\$0	
Assignee's Counsel -					\$0	
Assignee's Counsel - Stulman, Berman & Hodges				25,000	\$25,000	Possible landlord issue & Sale Docs to Buyer of Inventory & Commitment of A/R
Tax Returns (99)				5,000	\$5,000	
Subtotal	0	0	0	30,000	\$30,000	
Risk Private Site Experts					\$0	
Labor-Travel Exp-private sale of Remaining Assets		2,500			\$2,500	Private Sale of Racking, Office Furniture & 5 Forklifts / 10% Sales Commission
Labor-Bank Books & Records & Storage				1,000	\$1,000	
Trash Removal				2,500	\$2,500	
Subtotal	0	2,500	0	3,500	\$6,500	
CMA Estimated Pass Through Expenses					\$0	
CMA Adjusters - Process post assignment checks, wages, Apply for Deposit Refunds, gather books & records for sales/income taxes, 1099, process W-2's, etc		1,500	1,500	1,000	\$3,500	
CMA Misc. Expenses (Locksmith, Noticing, postage, travel)	2,000				\$2,000	
CMA Min Fee \$50K / \$25 Bonus when/ WFB PIP				10,000	\$10,000	
Contingency (Unforeseen Expenses)				7,500	\$7,500	
Subtotal	2,000	1,500	1,500	62,500	\$73,500	
Total Budget	2,000	\$1,407	4,793	101,900	\$107,400	
Projected Cash Inflows					\$0	
Est. Collection of Accounts Receivable		\$91,005			\$91,005	Need Projections from RCC (A/R Bal as of 4/21 = \$1,414,056) / \$914,372 needed to pay off WFB = 65% Net Recovery to WFB
Est Proceeds of Auction - All Inventory		\$51,183			\$51,183	Net Offer from Tiger
Est. Proceeds of Auction - Racks/Furniture & Forklifts			\$28,000		\$28,000	Est. By Announcing \$20K/4 Forklifts, Etc Will Offer Brand For Sale During 1 Wk Marketing Period
Est. Proceeds of Sale from Brand Name & IP	0	\$92,317		78,000	\$170,317	
Subtotal	0	\$91,183	\$28,000	78,000	\$197,183	

\$ (1,038,778) WFB Loan Balance as of 4/25/08
 \$1,040,347 Add Projected Recovery
 \$ (28,531) Total

\$ (157,549) Less Liquidation Budget

\$ (157,549) Balance

Less \$100K CD

\$100,000
 \$ (57,549) Net Over/ (Under) to WFB

EXHIBIT B

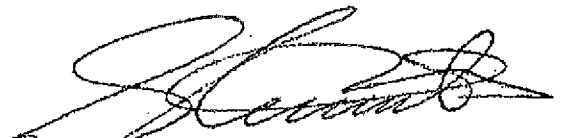
CONSENT AND ACKNOWLEDGEMENT BY GUARANTORS AND
SUBORDINATING CREDITORS

Dated as of April 28, 2008

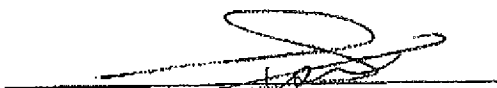
Each of the undersigned, being a guarantor and/or a subordinating creditor (each a "Guarantor and Subordinating Creditor") and collectively, the "Guarantors and Subordinating Creditors") under the terms of their respective (i) Subordination Agreements, each dated as of March 2, 2005, and each made in favor of Wells Fargo Bank, National Association, acting through its Wells Fargo Business Credit operating division ("Wells Fargo") (as amended, modified or supplemented from time to time, each a "Subordination Agreement" and collectively, the "Subordination Agreements"), and (ii) Guaranty agreements, each dated as of March 2, 2005, and each made in favor of Wells Fargo (as amended, modified or supplemented from time to time, each a "Guaranty" and collectively, the "Guaranties"); hereby confirms and agrees that his/her/its Subordination Agreement and/or Guaranty is and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects except that, upon the effectiveness of, and on and after the date of the foregoing Cash Collateral and Funding Agreement of (Assignment for the Benefit of Creditors) (the "ABC Agreement"), each reference in such Subordination Agreement or such Guaranty to the Credit Agreement (as defined in such Subordination Agreement or such Guaranty), "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended or modified by the ABC Agreement.

Each Guarantor and Subordinated Creditor consents to the Wells Fargo Cash Collateral Expenditures under the ABC Agreement and to Protective Advances which may be made by Wells Fargo to CMA or otherwise pursuant to the ABC Agreement and agrees that such Wells Fargo Cash Collateral Expenditures, Protective Advances and Wells Fargo's fees and expenses in respect to the Assignment for the Benefit of Creditors are: (i) Obligations (as defined in the Credit Agreement); (ii) Indebtedness (as defined in their respective Guaranties); and (iii) Lender Indebtedness (as defined in their respective Subordination Agreements).

Although Wells Fargo has informed Guarantors and Subordinating Creditors of the matters set forth in the ABC Agreement, and Guarantors and Subordinating Creditors have acknowledged the same, each Guarantor and Subordinating Creditor understands and agrees that Wells Fargo has no duty under the Credit Agreement, the Guaranties, the Subordination Agreements, the documents relating to Wells Fargo's loans and financial accommodations to Borrower, as defined in the ABC Agreement, (the "Loan Documents") or any other agreement with any Guarantor and Subordinating Creditor to so notify any Guarantor and Subordinating Creditor or to seek such an acknowledgement, and nothing contained herein is intended to or shall create such a duty as to any Wells Fargo Cash Collateral Expenditures, Protective Advances or other transactions hereafter.



Stuart Huang



Susan Huang

EXHIBIT B

Non-Compete Agreement

NON-COMPETE AGREEMENT

This Non-Competition Agreement (the "Agreement") is entered into as of _____, 2008, by and among American De Rosa Lamparts, LLC, a Delaware limited liability company (the "Company"), and Great 2000 Enterprises, Inc. d/b/a Concord Fans, a California corporation (the "Corporation"), and its shareholders Stuart Huang, Susan Huang and Anna Couzens (the "Shareholders") (collectively, the Corporation and the Shareholders are referred to herein as the "Obligors").

BACKGROUND

1. Pursuant to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), by and between the Company and Credit Managers Association of California, a California corporation, in its capacity as Assignee ("CMA"), the Corporation, and the Shareholders, the Company will purchase substantially all of the assets of the Corporation and the goodwill of the Corporation and the personal goodwill of the Shareholders associated with the Corporation on the terms and conditions and for the consideration set forth in the Purchase Agreement. Defined terms used herein which are not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

2. The Obligors will benefit from the consummation of the transactions contemplated by the Purchase Agreement.

3. The value of the Company would be diminished substantially if the Obligors were to compete with the Company or any of its affiliates (the "Affiliates"). As of the date hereof, the Affiliates consist of Hallmark Lighting, LLC, a Delaware corporation and ADL International Ltd., a corporation organized under the laws of the Republic of Seychelles.

4. It is a condition to the consummation of the transactions contemplated by the Purchase Agreement that the Obligors enter into this Agreement and provide the Company the assurances set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other mutual covenants and obligations set forth in this Agreement, and in order to further protect the confidentiality of all proprietary information, and in recognition of the highly competitive nature of the business of the Corporation and in the consideration for the purchase of the assets, goodwill of the Corporation, and personal goodwill of the Shareholders pursuant to the Purchase Agreement, the parties agree as follows:

a. Acknowledgments by the Company. The Company acknowledges that (i) the promises and restrictive covenants that the Obligors are providing in this Agreement are reasonable and necessary to the protection of Company's business and the transactions contemplated by the Purchase Agreement, (ii) the Obligors will receive a substantial benefit from the consummation of the transactions contemplated by the Purchase Agreement, and (iii) the execution and delivery of this Agreement by the Obligors is a material inducement to the willingness of the Company to enter into and consummate the transactions contemplated by the Purchase Agreement.

b. Definitions. As used in this Agreement, the following terms have the meanings indicated:

i. "Competitive Product" means any (i) product, equipment, device or system designed, developed, manufactured, remanufactured, assembled, promoted, sold, supplied, distributed, resold, installed, supported, maintained, repaired, refurbished, licensed, sublicensed, financed, leased or subleased by or on behalf of the Company or the Affiliates during the period beginning two years prior to the date hereof and ending on the date that any position of the Shareholders as an employee, director, officer or consultant with the Company or the Affiliates terminates; or (ii) product, equipment, device or system that is substantially the same as, incorporates, is a material component or part of, is based upon, is functionally similar to, or competes in any material respect with any product, equipment, device or system of the type referred to in clause (i) of this sentence.

ii. "Competitive Service" means any (i) development, design, or assistance in the development or design of Competitive Products; (ii) service provided, performed or offered by or on behalf of the Company or the Affiliates during the period beginning two years prior to the date hereof and ending on the date that any position of the Shareholders as an employee, director, officer or consultant with the Company or the Affiliates terminates; (iii) service that facilitates, supports or otherwise relates to the design, development, manufacture, remanufacture, assembly, promotion, sale, supply, distribution, resale, installation, support, maintenance, repair, refurbishment, licensing, sublicensing, financing, leasing or subleasing of any Competitive Product; or (iv) service that is substantially the same as, is based upon or competes in any material respect with any service referred to in clause (i), (ii) or (iii) of this sentence.

iii. "Restricted Area" means the United States of America, Canada, Mexico, Europe, China and any other geographic area within any other country or region in which (i) the Company or the Affiliates, directly or indirectly, engages in business, including, without limitation, any geographic area in which any of the Company's or the Affiliates' products or services are sold or provided, either directly by the Company or the Affiliates or indirectly through distributors, agents or other representatives, or (ii) the Company or the Affiliates engaged in business during the two year period prior to the date hereof.

iv. "Restricted Period" means the longer of (i) with respect to the Shareholders three (3) years from the date of this Agreement and with respect to the Corporation five (5) years from the date of this Agreement, or (ii) with respect to the Shareholders, the period starting on the date of this Agreement and ending two (2) years after the termination from any position as an employee, director, officer or consultant with the Company or the Affiliates. Notwithstanding the foregoing, if the Company elects at any time not to renew the Consulting Agreement (as hereinafter defined) or otherwise terminates a Shareholder's (other than Susan Huang) relationship with the Company without Cause (as defined in the Consulting Agreement with respect to Stuart Huang) and without cause with respect to Anna Couzens, the Restricted Period shall end as of the date of termination unless the Company elects to extend the Restricted Period for a period of up to 2 years by paying the terminated Shareholder the Base Pay under the Consulting Agreement if the terminated Shareholder is Stuart Huang or her then current base pay if the terminated Shareholder is Anna Couzens during such period. The Company's election hereunder shall be made on an annual basis following the termination. Consulting Agreement

means that certain Consulting Agreement by and between the Company and Stuart Huang of even date herewith.

c. Restrictive Covenants.

i. Non-competition. During the Restricted Period, the Obligor will not (i) directly or indirectly engage in the business of developing or providing Competitive Products or Competitive Services in the Restricted Area; (ii) be or become an officer, director, stockholder, owner, salesperson, co-owner, partner, trustee, promoter, technician, engineer, analyst, employee, agent, representative, distributor, supplier, investor, lender, consultant, advisor or manager of or to, or otherwise acquire or hold any interest in, any person that directly or indirectly engages in the business of developing or providing Competitive Products or Competitive Services in the Restricted Area; or (iii) permit the Obligor's name to be used in connection with a business that engages in the business of developing or providing Competitive Products or Competitive Services in the Restricted Area; provided, however, that this Section does not prohibit the Obligor from holding a passive investment of not more than five percent (5%) of the outstanding shares of the capital stock of any publicly-held corporation.

ii. Non-solicitation. In addition to, and not in limitation of, the covenants set forth in Section 3(a), during the Restricted Period, the Obligor will not, directly or indirectly, (i) solicit, induce or attempt to solicit or induce any of the Company's or the Affiliates' managers, directors, officers or employees to discontinue such person's relationship with the Company or the Affiliates, (ii) solicit, induce or attempt to solicit or induce any customer, distributor, representative, licensee, supplier or other business relation of the Company or the Affiliates to curtail or cancel any business or contracts that such person has with the Company or the Affiliates, or in any way interfere with the relationship between the Company or the Affiliates and such person, or (iii) make any disparaging remarks or otherwise communicate any disparaging remarks to any third party about the Company or the Affiliates, its business, or its shareholders.

d. During the Restricted Period, neither the Company nor its officers or directors shall make any disparaging remarks or otherwise communicate any disparaging remarks to any third party about the Obligor, their business, or their shareholders.

e. Remedies.

i. The Obligor agree that the Company and the Affiliates will suffer irreparable harm from a breach by the Obligor of any of the covenants or agreements contained in Section 3, and that monetary damages will be inadequate to compensate the Company and the Affiliates for any such breach. Accordingly, the Obligor agree that in the event of any alleged or threatened breach by the Obligor of any of the provisions of Section 3, the Company will be entitled to temporary and permanent injunctive relief to enforce or prevent any violations of the provisions of Section 3 and that such relief may be granted without the necessity of proving actual damages. Such injunctive or equitable relief will be in addition to and not in lieu of any right to recover money damages for any such breach. The Obligor further agree that the Company and the Affiliates will not be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this

Section, and the Obligors irrevocably waive any right they may have to require the Company and the Affiliates to obtain, furnish or post any such bond or similar instrument in seeking such relief.

ii. If the Obligors violate any portion of Section 3, in addition to and not in lieu of any other remedies available in connection with any suit at law or in equity, the Company and the Affiliates will be entitled to an accounting, and to the repayment of all profits, compensation, commissions, fees, royalties or other remuneration which the Obligors, or any other person may have either directly or indirectly realized and/or may realize, as a result of, growing out of, or in connection with the Obligor's violations.

iii. The prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in bringing any action to enforce the terms of this Agreement, as well as any attorney's fees and costs for the collection of any judgments entered in favor of the prevailing party arising out of this Agreement.

f. Miscellaneous.

i. Governing Law. This Agreement will be construed under and governed by the laws of the State of Delaware without regard to the conflicts of law principles of any jurisdiction.

ii. Notices. All notices and other communications under this Agreement must be given in accordance with the notice provisions of the Purchase Agreement.

iii. Entire Agreement. This Agreement supersedes all prior agreements between the parties with respect to the subject matter of this Agreement. This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

iv. Amendments and Waivers. This Agreement may not be amended, modified, altered or supplemented except by a written agreement executed by the party to be bound thereby. No failure or delay by any party to exercise any right or remedy under this Agreement will constitute as a waiver of such right or remedy.

v. Severability.

(1) If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(2) The covenants set forth in Section 3 will be construed as a series of separate covenants covering their subject matter in each of the separate geographical areas in the Restricted Area, and, except for geographic coverage, each such separate covenant will be deemed identical in terms to the covenant set forth in Section 3. To the extent that any such covenant is judicially unenforceable in any one or more of such

geographical areas, such covenant will not be affected with respect to each of the other geographical areas. Each covenant with respect to such geographical areas will be construed as severable and independent. If, at the time of enforcement of any of the provisions of Section 3, a court of competent jurisdiction holds that the restrictions stated in Section 3 are unreasonable under the circumstances then existing, the parties agree that the maximum period, scope or geographical area reasonable under such circumstances will be substituted for the stated period, scope or geographical area to the extent permitted by applicable law.

vi. Successors and Assigns. No party may assign any of its, his or her rights, interests or obligations under this Agreement without the prior written consent of the other parties; provided however that the Company and the Affiliates may assign any or all of their rights and interests hereunder (i) to one or more of the Affiliates, (ii) for collateral security purposes to any lender providing financing to the Company or the Affiliates and any such lender may exercise all of the rights and remedies of the Company and the Affiliates hereunder, and (iii) to any subsequent purchaser of the Company or any material portion of their assets (whether such sale is structured as a sale of membership interests, a sale of stock, a sale of assets, a merger or otherwise). Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

vii. Rules of Construction. Section headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of the provisions of this Agreement. This Agreement has been negotiated on behalf of the parties with the advice of legal counsel and no general rule of contract construction requiring an agreement to be more stringently construed against the drafter or proponent of any particular provision may be applied in the construction or interpretation of this Agreement. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

viii. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ix. Cumulative Remedies. The powers, rights, privileges and remedies provided in this Agreement are cumulative and not exclusive or alternative and are in addition to any and all other powers, rights, privileges and remedies granted by law, rule, regulation or instrument.

x. Further Assurances. Each of the parties will execute and deliver such additional instruments and other documents and will take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement.

xi. Independent Obligations. Nothing in this Agreement limits the Obligor's obligations, or the rights or remedies of the Company under the Purchase Agreement, and nothing in the Purchase Agreement limits the Obligor's obligations, or any of the rights or remedies of the Company, under this Agreement. The Obligor's obligations under this

Agreement are absolute and will not be terminated or otherwise limited by virtue of any breach by the Company of any provision of the Purchase Agreement, or by virtue of any failure to perform or other breach of any obligation of the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

The Company:

AMERICAN DE ROSA LAMPARTS, LLC

By: _____

Its: _____

Dated: _____, 2008

The Corporation:

GREAT 2000 ENTERPRISES, INC.

By: _____

Its: _____

Dated: _____, 2008

The Shareholders:

Stuart Huang

Dated: _____, 2008

Susan Huang

Dated: _____, 2008

Anna Couzens

Dated: _____, 2008

EXHIBIT C

Consulting Agreement

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is made as of _____, 2008 by and between American-De Rosa Lamparts, LLC, a Delaware limited liability company (hereinafter referred to as the "Company"), and Stuart Huang, an individual resident of the State of California (hereinafter referred to as "Consultant").

WHEREAS, the Company has acquired substantially all of the assets of Great 2000 Enterprises, Inc., a California corporation (the "Corporation"), pursuant to that certain asset purchase agreement dated of even date herewith by and between the Company, Credit Managers Association of California, a California corporation, in its capacity as Assignee ("CMA"), the Corporation and the Consultant (the "Asset Purchase Agreement"); and

WHEREAS, it is a condition to the consummation of the transactions contemplated by the Asset Purchase Agreement that the Company and the Consultant enter into this Consulting Agreement; and

WHEREAS, the parties desire to set forth their understanding regarding the terms and conditions of the consulting services as provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

Section 1. Consulting Services and Term. Consultant shall provide such services as are reasonably requested by the President of the Company (the "Consulting Services") from the date hereof until the third (3) anniversary of the date hereof ("Term"). This Agreement may be renewed by the Company annually thereafter. If this Agreement is renewed, the provisions contained herein shall continue in full force and effect unless otherwise agreed in writing. It is the parties' expectation that Consultant shall perform services an average of five (5) business days per week during the Term.

Section 2. Compensation. In exchange for the services provided hereunder, the Company shall pay Consultant during the term of this Agreement the amounts set forth on Schedule A attached ("Compensation"). The Consultant shall be paid the "Base Pay" portion of the Compensation two times per calendar month on the 1st and 15th day of such month and the "Incentive Pay" portion of the Compensation, quarterly, as earned..

Section 3. Early Termination. The Term shall terminate in accordance with the following events of termination:

(a) Mutual Agreement to Terminate. Mutual written agreement by the Company and the Consultant.

(b) Right of Company to Terminate. The Company shall have the right to terminate the Term immediately with Cause (as hereinafter defined) and (ii) without

Cause upon ninety 90 days written notice. "Cause" means (A) the Consultant's violation of this Agreement or that certain Non-Compete Agreement by and among the Company, the Corporation and the Consultant of even date herewith, (B) the Consultant's conviction of or plea of guilty to any gross misdemeanor involving dishonesty, fraud or breach of trust or any felony; (C) the Consultant's engagement in gross misconduct that materially injures the Company, monetarily or otherwise; (D) the Consultant's gross neglect of his duties under this Agreement, including the Consultant's failure to physically appear for work, after notice of such neglect; or (E) the Consultant's death or disability. The Consultant will be considered to have come under a disability if he, by reason of physical or mental disability, becomes unable to perform the services required under this Agreement for more than 120 days in the aggregate during any 12 month period, excluding absences resulting from ordinary transitory illnesses or injury, and a qualified physician certifies the disability.

(d) Right of Consultant to Terminate. Consultant shall have the right to terminate the Term for any reason upon ninety (90) days' written notice.

(e) Settlement Upon Termination. If the Term is terminated under this Section 3, the Company shall pay the Consultant the Compensation through the effective date of termination of the Term.

Section 4. Relationship of the Parties. The parties hereby acknowledge and understand that the relationship created by this Agreement and by the performance of services pursuant to this Agreement shall be that of an independent contractor and not that of an employee and employer. The Consultant agrees that Consultant shall be solely and entirely responsible for the acts of Consultant's agents and/or employees during the term of this Agreement. The Consultant agrees that Consultant shall be responsible for all social security taxes, state and federal unemployment taxes, all premiums for worker's compensation insurance and shall file all appropriate federal and state returns as are necessary for independent contractors. Each party acknowledges and agrees that neither party shall take a position inconsistent with this contract relationship for any reason including but not limited to vicarious tort liability for injury, compensation for disability or injury, compensation for unemployment claims or causes of action against the Consultant and the liability of all contractual relationships between the Consultant and any third party.

Section 5. Return of Materials Following Termination. The Consultant agrees that upon termination of this Agreement for any reason whatsoever, the Consultant will return to the Company all papers, documents, and instruments placed in the Consultant's custody or obtained by or from the Company during the performance of the Consulting Services, whether prepared by the Consultant or others; that the Consultant will not retain copies of such papers, documents or instruments for any purpose whatsoever, and shall not make or permit to be made, except in the performance of the Consulting Services, any copies, abstracts or summaries of the same. The Company likewise agrees to return all such materials in its possession originally provided to the Company by the Consultant which pertain to any person or entity not connected with the Company.

Section 6. Expenses. The Company will reimburse Consultant for the reasonable and necessary expenses incurred by Consultant in connection with his duties hereunder, including mileage reimbursement, upon submission of appropriate documentation and in accordance with the Company's reimbursement policy.

Section 7. Miscellaneous Provisions.

(a) Entire Agreement and Modifications. This Agreement supersedes all prior agreements and understandings between the parties, and it may not be changed or terminated orally. No modification, termination or attempted waiver of any of the provisions hereof shall be valid unless in writing signed by the party against whom same is sought to be enforced.

(b) Governing Law; Jurisdiction; Service of Process. This Agreement shall be subject to and governed by the laws of the State of California and all questions concerning the meaning and intention of the terms of this Agreement and concerning the validity thereof, and questions relating to performance hereunder, shall be determined and resolved in accordance with the laws of that State. Notwithstanding the fact that one or more of the parties now is or may hereafter become a resident of a different state, any litigation involving this Agreement or the enforcement of any arbitration award shall be venued in Los Angeles, California. The parties hereby consent to the service of process by personal service or by any manner in which notices may be delivered under the Asset Purchase Agreement.

(c) Arbitration. Any dispute arising out of or relating to this Agreement or the alleged breach of it, or the making of this Agreement, including claims of fraud in the inducement, shall be settled by binding arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If the parties cannot agree on an arbitrator within 20 days, any party may request that the chief judge of the Superior Court for the County of Los Angeles, California select an arbitrator. Arbitration will be conducted pursuant to the provisions of this Agreement, and the commercial arbitration rules of the American Arbitration Association, unless such rules are inconsistent with the provisions of this Agreement. Limited civil discovery shall be permitted for the production of documents and taking of depositions. Unresolved discovery disputes may be brought to the attention of the arbitrator who may dispose of such dispute. The arbitrator shall have the authority to award any remedy or relief that a court of this state could order or grant; provided, however, that punitive or exemplary damages shall not be awarded. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees, including attorneys' fees. Unless otherwise agreed by the parties, the place of any arbitration proceedings shall be Los Angeles County, California.

(d) Recovery of Litigation Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable

attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

(e) Notices. All notices, requests, demands, and other communications under this Agreement shall be delivered in the manner provided in the Asset Purchase Agreement.

(f) Further Acts. Each party agrees to perform any further acts and to execute and deliver any document which may be reasonably necessary to carry out the provisions of this Agreement.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument.

(i) Severability of Provisions. Should any one or more parts of this Agreement be declared invalid through arbitration or by any court of competent jurisdiction for any reason, such decisions shall not affect the validity of any remaining portions, which shall remain in full force and effect as if this Agreement had been executed with the invalid parts thereof eliminated.

(j) Waiver. Failure to insist upon strict compliance of any of the terms covenants, or conditions hereof shall not be deemed a waiver of such term, covenant or condition nor shall any waiver or relinquishment of any right or power hereunder, at any one time or times, be deemed a waiver or relinquishment of such right or power at any other time or times.

(k) Parties. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

(l) Assignment. No party may assign either this Agreement or any of the rights, interests, or obligations created hereunder without the prior written approval of the other party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer and the Consultant has executed this Agreement, effective as of the day and year first above written.

The Company:

AMERICAN DE ROSA LAMPARTS, LLC

By: _____

Its: _____

Dated: _____, 2008

Consultant:

Stuart Huang

Dated: _____, 2008

SCHEDULE A

Compensation

1. Base Pay

One Hundred Fifty Thousand Dollars (\$150,000.00) per annum

2. Incentive Pay

(a) Warehouse Business Bonus as follows:

Bonus paid only if Gross Margin on all warehouse business equals or exceeds 44%.

<u>Sales Volume per Calendar Quarter</u>	<u>Bonus Percentage of Sales Volume</u>
up to \$300,000.00	0%
over \$300,000.00 and up to \$600,000.00	1.0%
over \$600,000.00 and up to \$900,000.00	1.5%
over \$900,000.00	.5%

Example:

Quarterly Warehouse Sales volume of \$1,000,000.00 and assuming 44% Gross Margin target is met, bonus as follows:

0% x \$300,000.00	=	0
1% x \$300,000.00	=	\$3,000.00
1.5% x \$300,000.00	=	\$4,500.00
.5% x \$100,000.00	=	<u>\$ 500.00</u>
		\$8,000.00 Bonus Total

(b) Container Business Bonus as follows:

All determinations of Gross Margin will be based upon total landed cost of inventory in the U.S.

<u>Average Quarter Gross Margin</u>	<u>Bonus Percentage of Gross Margin Dollars</u>
0 – 15%	0%
over 15% up to 20%	3%
over 20% up to 30%	6%
over 30%	10%

Example

Quarterly Container Sales Volume of \$500,000.00 with average Gross Margin 21%

Gross Margin Dollars = \$500,000.00 x 21% = \$105,000.00

Container Business Bonus = \$105,000 x 6% = \$ 6,300.00

(c) For purposes of this Schedule A, Incentive Pay shall be calculated utilizing only sales to former customers of the Corporation and sales to other customers not currently served by the Company or its affiliates.

SCHEDULE 1.1

1. Crown lift truck S/N 1A228748, Douglas battery S/N 40032134 and Douglas battery charger S/N 251840 as evidenced by UCC-1 Financing Statement No. 0420860120 filed on 7/19/2004 with the California Secretary of State (copy attached)
2. Anatone Corporation. All software, licenses, data, upgrades and related hardware from Prophet 21 as evidenced by UCC-1 Financing Statement No. 05-7036496000 filed on 8/1/2005 with the California Secretary of State (copy attached)
3. Dell 2800 PowerEdge Server S/N JTNYV71
4. Dell 2800 PowerEdge Server S/N FTNYV71
5. All proceeds from any avoidance or recovery actions filed by the Assignee under applicable state law.
6. Any and all refunds gained from taxing agencies.
7. Any and all choses^s in action or claims that the Assignee holds or may assert against third parties.

(12)

0420860120



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address) 509926 ICROWN

UCC Direct Services 6315532
P.O. Box 29071
Glendale, CA 91209-9071 CALI

FILED
SACRAMENTO, CA
JUL 19, 2004 AT 1700
KEVIN SHELLEY
SECRETARY OF STATE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME
Great 2000 Enterprises Inc.

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
250 Benjamin Drive Corona CA 92879

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
Corporation CA C1211299 NONE

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

2a. ORGANIZATION'S NAME

OR

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

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

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

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

3a. ORGANIZATION'S NAME
Crown Credit Company

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
40 S. Washington Street New Bremen OH 45869

4. This FINANCING STATEMENT covers the following collateral:

(1) Crown Lift Truck, RR5020-35TT-270, SN: 1A228748 (1) Douglas Battery, 18-125-13, SN: 40032134 (1) Douglas Charger, 3B18-750, SN: 251840

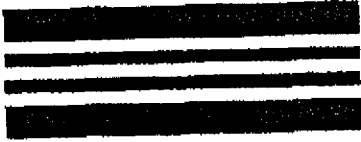
5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

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

8. OPTIONAL FILER REFERENCE DATA

6315532

4159



05-7036496000

08/01/2005 17:00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Analone Corp.
21305 Montecito St.
Walnut, CA 91789



FILED

CALIFORNIA SECRETARY OF STATE

SOS



4581050002

UCC 1 FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME Great 2000 Enterprises, Inc.

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

395 Smitty Way #105 Corona CA 92879 US

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any

33-0006609 S-Corp California NONE

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

2a. ORGANIZATION'S NAME

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

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

NONE

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

3a. ORGANIZATION'S NAME Analone Corp.

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

21305 Montecito St. Walnut CA 91789 US

4. This FINANCING STATEMENT covers the following collateral:

All software, licenses, data, upgrades, and related hardware from Prophet 21.

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR BELLER/BUYER AG. LIEN NON-UCC FILING

6. THIS FINANCING STATEMENT is to be filed (for record) (for recording) in the REAL ESTATE RECORDS. Attach & record (if applicable) (ADDITIONAL FEE) (original) All Debtors Debtor 1 Debtor 2

B. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

SCHEDULE 4.1

Closing Documents

1. A receipt for the Purchase Price and Deposit executed by Seller in a form reasonably satisfactory to Buyer.
2. The Non-Compete Agreement
3. The Consulting Agreement