

## AGREEMENT FOR PURCHASE AND SALE OF ASSETS

This Agreement for Purchase and Sale of Assets ("Agreement"), is made and entered into this 4th day of February, 2016, by and between Peek, Aren't You Curious, Inc., a California corporation ("Seller"), and Charlotte Russe, Inc., a California corporation, or its assignee ("Buyer").

### RECITALS

A. Seller is in the business of developing, marketing and distributing premium branded children's apparel (the "Business").

B. On or before February 5, 2016, Seller shall file a petition seeking protections as a debtor and debtor in possession (the "Chapter 11 Case") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of California (the "Bankruptcy Court");

C. Seller desires to sell and Buyer desires to purchase the Assets (as defined below) pursuant to the terms and conditions set forth herein.

D. In connection with the Chapter 11 Case and subject to the terms and conditions contained herein and following the entry of the Sale Approval Order finding Buyer as the winning bidder and subject to the terms and conditions thereof, Seller shall sell, transfer and assign to Buyer, and Buyer shall purchase and acquire from Seller, pursuant to Sections 363, 365 and 105 of the Bankruptcy Code, the Assets, as more specifically provided herein and in the Sale Order.

E. The transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court of, and will be consummated only pursuant to, this Agreement and a Sale Approval Order to be entered in the Chapter 11 Case.

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

### ARTICLE I—DEFINITIONS AND INTERPRETATIONS

1. Defined Terms. For purposes of this Agreement,

"Balance Sheet" shall mean the unaudited balance sheet of Seller as of January 2, 2016 included in the Financial Statements.

"Books and Records" shall mean all books, records and recorded information, including customer and supplier lists, of Seller primarily related to the Business as of the Closing Date.

"Business Day" shall mean a day other than Saturday, Sunday or any other day on which banking institutions in New York, New York or San Francisco, California are required or authorized to close by law or executive order.

“Copyrights” shall mean the registered copyrights and applications held in Seller’s name set forth on Schedule 1.1(a), and any other copyrights or works of authorship owned by Seller which are used or held for use primarily in the conduct or operation of the Business.

“Cure Costs” shall mean all costs required to be paid pursuant to Section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assumed Leases and Assumed Contracts.

“Domain Names” shall mean the web addresses and domain names held in Seller’s name set forth in Schedule 1.1(b), and the applications and registrations therefor.

“Financial Statements” shall mean the unaudited balance sheets of Seller as of January 3, 2015 and January 2, 2016 and the related unaudited statements of operations, stockholders’ equity (deficit), and cash flows for each of the two years in the period ended January 3, 2016 and the unaudited balance sheet of Seller as of January 2, 2016 and the related consolidated statements of operations and cash flows for the eleven (11) months then ended.

“Governmental Entity” shall mean any court of competent jurisdiction, legislature, governmental agency, administrative agency or commission or other governmental authority or other instrumentality of the United States or any other country, or any state, county, city or other political subdivision thereof.

“Intellectual Property” shall mean, collectively, know how, trade secrets, the Trademarks, the Copyrights, the Trade Dress, the Domain Names, software and patents.

“Inventory” shall mean the units of finished product as of the Closing Date.

“Knowledge” or “Known” shall mean with respect to Seller, the actual knowledge of each of the individuals set forth on Schedule 1.1(c).

“Liability” shall mean any liability, whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due.

“Lien” shall mean any lien (statutory or otherwise), claim, charge, option, security interest, pledge, mortgage, restriction, financing statement or similar encumbrance of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing and any assignment or deposit arrangement in the nature of a security device).

“Material Adverse Effect” shall mean any fact, condition, change or event that could reasonably be expected to materially and adversely affect the Assets or the operations, financial condition or prospects of the Business; provided, however, that any determination of whether there has been a Material Adverse Effect shall not include any fact, condition, change or event: (i) that generally affects the industry in which Seller operates so long as Business is not disproportionately affected thereby relative to other participants in such industry, (ii) that results from general economic conditions in the United States so long as the Business is not disproportionately affected relative to other companies in the United States or (iii) that results

from the taking of any action specifically required to be taken by this Agreement. For the sake of clarity, the parties agree that a fact, condition, change or event having an adverse impact on the Assets or creating incremental Liabilities for Buyer (under a theory of successor liability or otherwise) following the Closing of One Million Dollars U.S. (\$1,000,000) or more shall be deemed to be “material.”

“Permits” shall mean all transferable licenses, permits, approvals, certificates of occupancy, authorizations, operating permits, registrations, plans and the like relating exclusively to the conduct of the Business for which consent is obtained.

“Person” shall mean any individual, group, corporation, partnership or other organization or entity, including any Governmental Entity.

“Spring 2 Inventory” means the merchandise covered by the supply purchase orders/commitments for Spring 2 inventory listed on Exhibit A to Schedule 2.1.4.

“Registered Intellectual Property” shall mean any Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued, filed with or recorded by any Governmental Entity, other public legal authority or internet domain registrars or registries.

“Taxes” or “Tax” in the singular form, shall mean any and all taxes, levies or other like assessments, including income, transfer, gains, gross receipts, excise, inventory, property (real, personal or intangible), custom duty, sales, use, license, withholding, payroll, employment, capital stock and franchise taxes, imposed by any Governmental Entity.

“Trade Dress” shall mean the trade dress and packaging held and used by Seller or held for use by Seller in the conduct or operation of the Business as of the Closing Date.

“Trademarks” shall mean all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor held in Seller’s name which are used or held for use in the Business as set forth on Schedule 1.1(d), together with the goodwill associated therewith.

## **ARTICLE II – PURCHASE AND SALE**

### **2. Purchase and Sale of Assets.**

2.1 Assets. Subject to the terms and conditions of this Agreement and in consideration of the Buyer’s assumption of the Assumed Liabilities, on the Closing (as defined herein), Seller shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller, all of Seller’s right, title and interest in the following assets (collectively, the “Assets”):

2.1.1 Equipment, trade fixtures, furniture, warehouse racks and related equipment, office supplies, shopping bags, receipt paper, price tags, tagging equipment, computers and related equipment, telephones and related equipment, tools, parts, Inventory, product samples, and other tangible personal property, located at the Retail Stores (as defined

below), Seller's headquarters office and at Seller's warehouse facility located in Tracy, California; provided that Buyer shall have the right, by notice to Seller prior to the Closing Date, to decline items of equipment and furniture held at the headquarters office;

2.1.2 Inventory and supplies held by Seller's third-party expeditor, Expeditors Imports, or in transit on the Closing Date;

2.1.3 The leases listed on Schedule 2.1.3 (the "Assumed Leases") relating to the retail store locations described therein (the "Retail Stores") and any security deposits provided to the lessors thereof;

2.1.4 The contracts listed on Schedule 2.1.4 (the "Assumed Contracts");

2.1.5 The sign holders, containers, shoe risers and fixtures listed on Schedule 2.1.5 (the "Additional Fixtures");

2.1.6 Intellectual Property, archives, records and embodiments, including all product specifications, physical samples and screens (*i.e.*, graphic designs);

2.1.7 Purchase orders placed by Seller with vendors, purchase orders received by Seller from customers, work/orders in progress, instruments, arrangements and commitments of any kind which are transferable and which relate to merchandise which would have constituted Inventory comprising part of the Assets under Section 2.1.1 or 2.1.2 if such merchandise had been received by Seller prior to the Closing Date;

2.1.8 The name "Peek, Aren't You Curious" and logos and other names, marks, logos used by Seller now or in the past;

2.1.9 To the extent permitted by applicable state and federal privacy laws and Seller's privacy policies, customer and vendor lists, and all files and documents and information, including customer account information, domain name, 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 Seller's customers;

2.1.10 Advertising, sales and customer materials, forms, labels, promotional materials, manuals and supplies;

2.1.11 Books and Records; provided however, that following the Closing Buyer shall permit Seller to have reasonable access to such records existing at the time of the Closing as may be necessary to perform its obligations and/or otherwise administer the Chapter 11 Case;

2.1.12 Cash on hand at the Retail Stores at the time of the Closing; and

2.1.13 All accounts receivable constituting the right to receive payments from Nordstrom, Inc. (or one or more of its affiliates) in respect of its purchases of Spring 2 Inventory (the "Nordstrom Receivables").

2.2 Excluded Assets. Pursuant to this Agreement, Seller is not transferring to Buyer any of the following assets (the “Excluded Assets”):

2.2.1 Cash or cash equivalents other than cash on hand at the Retail Stores at the time of the Closing;

2.2.2 All accounts receivable constituting the right to receive payments in respect of goods or services to the extent such goods or services were delivered or provided on or prior to the Closing Date other than the Nordstrom Receivables; and

2.2.3 Equipment, trade fixtures, furniture, warehouse racks and related equipment, office supplies, shopping bags, receipt paper, price tags, tagging equipment, computers and related equipment, telephones and related equipment, tools, parts, inventory, product samples, and other tangible personal property, located at Seller’s other retail stores that are not subject to this transactions; provided that Buyer reserves the right to purchase any such assets at fair market value by separate agreement; and

2.2.4 Claims or causes of action of Seller against any third party, whether contingent, unliquidated or otherwise, arising under Sections 506, 544, 545, 546, 547, 548, 549, 550, 551, 552 and 553 of title 11 of the Bankruptcy Code.

2.3 Free and Clear. The sale of the Assets by Seller, and the acquisition of the Assets by Buyer shall be free and clear of Liens. Except for the Assumed Liabilities (as defined below), Buyer will assume none of Seller’s liabilities whatsoever, whether relating to the Assets or otherwise.

2.4 Contracts.

2.4.1 Buyer shall not assume any obligations, duties or liabilities, of any nature whatsoever, under any of Seller’s contracts, except with respect to any agreements set forth in Section 2.4.2 below.

2.4.2 On the terms and subject to the conditions set forth in this Agreement, on the Closing, Seller shall assume the Assumed Leases and Assumed Contracts and assign them to Buyer for Buyer to perform (and indemnify and hold Seller harmless against all liabilities and obligations arising thereunder after the Closing, including, but not limited to all rent, utilities, Taxes, excluding income Tax, and all other post-closing expense items) the contractual obligations of Seller thereunder arising from and after the Closing (but not including any Cure Costs) (the “Assumed Liabilities”). The Cure Costs associated with the Assumed Leases and Assumed Contracts, if any, have been determined in good faith by Seller based on Seller’s Books and Records and are as set forth as of the date hereof on Schedule 2.4.2. Seller shall be responsible for providing notice to the non-debtor parties to all Assumed Leases and Assumed Contracts and shall make any filings and appearances with the Bankruptcy Court as required by the Bankruptcy Code or this Agreement. The Cure Costs shall be paid by Seller, except for any Cure Costs under the purchase orders for Spring 2 Inventory purchases identified on Exhibit A to Schedule 2.1.4.

2.5 Excluded Liabilities. Except as specifically set forth herein, Buyer shall not assume, and shall not be deemed to have assumed, and shall have no responsibility or obligation whatsoever for, any liabilities of, or claims against, Seller or any of the Assets (collectively, the “Excluded Liabilities”), which shall include without limitation the following:

2.5.1 any successor or transferee liability of any kind or nature whether or not relating to any defective products;

2.5.2 any and all contracts or other agreements with any labor union, including any collective bargaining agreement, and any obligation relating to any employment contract or union contract;

2.5.3 wages, salary and vacation, holiday and personal time off accrued prior to, or in connection with, the Closing;

2.5.4 any obligations with respect to the employment of any of Seller’s former or present employees, including, without limitation, unemployment compensation, severance pay and any Liability under the WARN Act or similar laws;

2.5.5 any obligation to hire or otherwise employ any former or present employee of Seller, whether under any union agreements or otherwise;

2.5.6 any obligations under any employee benefit plan maintained by the Seller, or under which the Seller is obligated or bound, including, without limitation, those plans based on length of service with Seller, or any other obligation owed to the former or present employees of Seller;

2.5.7 any liabilities based upon, or arising out of, in whole or in part, any facts, circumstances or events existing or occurring at any time prior to the Closing, including any accounts payable or trade account payable;

2.5.8 any liabilities of any kind or nature related to executory contracts or unexpired leases;

2.5.9 any Liability of Seller for any Tax; and

2.5.10 any Liability accrued prior to the Closing.

2.6 Purchase Price and Payment.

2.6.1 Purchase Price. The purchase price (the “Purchase Price”) for the Assets shall consist of the following:

2.6.1.1 Assumed Liabilities. At the Closing, Buyer shall assume the Assumed Liabilities in accordance with Section 2.4.2.

2.6.1.2 Security Deposits. At the Closing, Buyer shall pay to Seller an amount equal to the security deposits for the Retail Stores.

2.6.1.3 Pro Rated Items. If any (a) Taxes (including, but not limited to, real estate Taxes, personal property Tax, ad valorem Tax and similar non-income Taxes), other assessments or utility charges relating to, or arising out of the ownership, use or transfer of, the Assets (including, but not limited to any water, sewer and other municipal charges owed to any governmental authority and utility charges), imposed on a periodic basis beginning before and ending after the Closing Date, (b) payments under the Assumed Leases or Assumed Contracts, or (c) payments of health insurance costs for employees who will be hired by Buyer but not added to Buyer's health plan until forty-five (45) days after closing (the items in clauses (a), (b) and (c), collectively, the "Pro Rated Items") have been paid by Seller at any time on or prior to the Closing Date and are attributable in whole or in part to any period of time following the Closing, Buyer shall pay to Seller at the Closing the amounts relating to post-Closing Date periods; provided, however, that final payments with respect to Pro Rated Items that are not able to be calculated on the Closing Date shall be calculated and paid as soon as practicable thereafter.

2.6.1.4 Additional Fixtures. As consideration for the Additional Fixtures, Buyer shall pay to Seller an amount equal to Ten Thousand Dollars U.S. (\$10,000) plus Seller's reasonable out-of-pocket costs (not to exceed \$50,000) for moving the Additional Fixtures to Retail Stores.

2.6.1.5 Sales of Spring 2 Inventory. Seller shall hold in trust for Buyer and pay to Buyer at Closing an amount equal to (a) Seller's aggregate cost for all items of Spring 2 Inventory sold by Seller prior to the Closing through any of its retail stores or its ecommerce channel and (b) any payment received by Seller with respect to any Nordstrom Receivable prior to the Closing.

2.6.2 Deposit. Concurrently with the mutual execution and delivery of this Agreement, Buyer shall deliver to counsel for Buyer a deposit in the amount of One Hundred Thousand Dollars U.S. (\$100,000) (the "Cash Deposit") to be held in trust by Buyer's counsel pending Closing or order of the Bankruptcy Court. Buyer's counsel shall confirm receipt of the Cash Deposit within two (2) Business Days following execution of this Agreement. If Buyer is the purchaser approved by the Bankruptcy Court, the Cash Deposit shall be applied to Buyer's obligation to pay to Seller the aggregate amount of the payments contemplated by Section 2.6 above, and any excess shall be refunded to Buyer. Buyer shall be entitled to return of the Deposit within five (5) days in the event (i) Buyer is not the purchaser approved by the Bankruptcy Court; (ii) Buyer terminates this Agreement pursuant to Article VI hereof; (iii) Seller breaches this Agreement; or (iv) the conditions set forth in Section 4.2 below are not satisfied. Otherwise, the Deposit shall be nonrefundable.

2.6.3 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 Seller, and remitted to the appropriate taxing authorities by Seller, within 60 days of the Closing.



### ARTICLE III – CLOSING

3. Closing. The Closing shall take place on a date to be agreed upon by Buyer and Seller not later than fifteen (15) days following entry of an order of the Bankruptcy Court approving the sale of the Assets to Buyer, but in no event later than March 30, 2016 as set forth in Section 7.2 below. Buyer and Seller acknowledge that the sale of the Assets pursuant to this Agreement is exempt from the requirements of the California Commercial Code bulk sales law. On the Closing Date, title to the Assets shall be transferred to Purchaser.

3.1 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.

3.2 Seller's Deliveries at Closing. At the Closing, Seller shall deliver the following to Buyer:

3.2.1 A Sale Approval Order from the Bankruptcy Court presiding in the Bankruptcy Case in conformance with Article VI authorizing the sale of the Assets to Buyer free and clear of Liens.

3.2.2 Such bills of sale and assignments of interest memorializing the transfer of the Assets to Buyer, as required by Buyer in its reasonable discretion, including a trademark assignment agreement.

3.2.3 A certificate from Seller attesting and certifying that since the date of this Agreement, no wrongful actions have been taken by current or past employees, agents, officers, directors or representatives of Seller with respect to the Assets that may have resulted in material devaluation of the Assets.

3.2.4 All necessary consents and approvals of third parties as determined by and in a form acceptable to Buyer in its reasonable discretion, including consents to assignment of the Assumed Contracts for financial accommodations or containing licenses of Intellectual Property listed on Schedule 3.2.4.

3.2.5 Proof of payment of all of Seller's post-bankruptcy withholding and sales tax obligations to all state and federal taxing authorities.

3.2.6 Such further instruments as may be necessary to transfer the Assets to Buyer.

3.3 Buyer's Deliveries at Closing. At the Closing, Buyer shall deliver the following to Seller:

3.3.1 Such assignment and assumption documents memorializing Buyer's assumption of the Assumed Leases and Assumed Contracts, as required by Seller in its reasonable discretion.



3.3.2 Instructions to Buyer's counsel to release to Seller from the Cash Deposit the lesser of the Cash Deposit and the aggregate amount payable to Seller in cash pursuant to Section 2.6.1 and to pay any remaining balance to Buyer. Such payments shall be made by Buyer's counsel pursuant to wire instructions provided by Seller and Buyer at least three (3) Business Days prior to the Closing Date.

3.3.3 If the amounts payable to Seller in cash pursuant to Section 2.6.1 exceed the Cash Deposit, Buyer shall pay to Seller at Closing the amount of such excess pursuant to wire instructions provided by Seller to Buyer at least three (3) Business Days prior to the Closing Date.

3.4 Seller's Delivery of Certain Assets. Immediately following the Closing, Seller will (i) make the Assets located at Seller's warehouse and headquarters office available for pick-up by Buyer or its common carrier and (ii) deliver to Buyer such keys, passwords and any other means of gaining access to the Retail Stores and the computers and systems located therein. Seller shall bear the risk of loss to the tangible Assets until they have been delivered to Buyer or its common carrier; thereafter, Buyer shall bear all risk of loss associated with such Assets and shall be solely responsible for procuring adequate insurance to protect against such loss. Seller shall retain sufficient employees at its warehouse and headquarters for up to ten (10) days following the Closing Date to facilitate the transfer of assets contemplated by this Section 3.4. Seller shall continue to maintain adequate insurance against loss associated with the Assets until they have been delivered to Buyer or its common carrier. Notwithstanding the foregoing, Seller and Buyer acknowledge that it may be necessary to transfer the location of the Additional Fixtures to the Retail Stores prior to Closing and that for some interval of time pre-Closing such Additional Fixtures may be stored by Buyer. Should that occur, Buyer agrees that it shall cover the costs to move and store the Additional Fixtures but that the change of possession of the Additional Fixtures does not convey title to those assets to Buyer. In the event that Buyer is not the successful bidder at the auction contemplated in Section 6.1 below or this Agreement is otherwise terminated prior to Closing, Buyer shall make the Additional Fixtures available to either the successful bidder or Seller within five (5) Business Days following termination of this Agreement at the location or locations where such Additional Fixtures are then located.

#### ARTICLE IV – CONDITIONS TO CLOSING

##### 4. Closing Conditions.

4.1 Seller's Conditions to Closing. The Seller's obligations to transfer the Assets to Buyer shall be subject to the following conditions precedent:

4.1.1 Bankruptcy Court Approval. The Bankruptcy Court shall have entered a Sale Approval Order in conformance with Article VI below authorizing the sale contemplated by this Agreement.

4.1.2 Representations. Each of the representations of Buyer shall be true and correct.

4.1.3 Delivery. Buyer shall have delivered to Seller the items required in Section 3.3.

4.1.4 Formation. Buyer shall be formed, organized, validly existing, and in good standing under the laws of the state of its formation.

4.2 Buyer's Conditions to Closing. Buyer's obligations to accept the transfer of the Assets from Seller shall be subject to the following conditions precedent:

4.2.1 Bankruptcy Court Approval. The Bankruptcy Court shall have entered a Sale Approval Order in conformance with Article VI below authorizing the sale contemplated by this Agreement.

4.2.2 Representations. Each of the representations of Seller shall be true and correct.

4.2.3 Delivery. Seller shall have delivered to Buyer the items required in Section 3.2.

4.2.4 Covenants. Seller shall be in compliance with each of the covenants contained in Articles V, IX and X below.

4.2.5 Absence of Material Adverse Effect. Since the date of this Agreement and prior to Closing, no Material Adverse Effect shall have occurred or no fact or circumstance exists or has been threatened that might reasonably be expected to cause a Material Adverse Effect in the future.

4.2.6 Offer Letter. Tina Canales shall have entered into an offer letter on terms mutually agreeable to her and Buyer prior to the entry of the Sale Approval Order and such offer letter shall remain in full force and effect.

4.2.7 Nordstrom. Purchase orders placed by Nordstrom, Inc. with Seller prior to the date of the Sale Approval Order for goods to be delivered during calendar year 2016 ("2016 Purchase Orders") shall reflect purchase commitments not materially less than those placed by Nordstrom through the same date in 2015 with respect to purchases for calendar 2015, and the 2016 Purchase Orders shall remain in full force and effect.

## **ARTICLE V – PRE-CLOSING ACTIONS**

### **5. Pre-Closing Actions of Buyer and Seller.**

5.1 Due Diligence. Buyer and its representatives shall have full and free access to the Assets and Seller's Books and Records from the execution of this Agreement through the Closing.

5.2 Disclosure to Parties. Each party shall notify the other party in writing of any fact or condition that causes or constitutes a breach of either party's representations, warranties or covenants under this Agreement. Such disclosure shall not change or alter any obligation of the disclosing party under this Agreement.

5.3 Notice to Creditors and Parties-in-Interest. Seller shall provide good and sufficient notice of the transactions contemplated hereby, the terms of this Agreement and the filing of the Chapter 11 Case in a timely manner to all creditors and parties-in-interest, including, without limitation, any and all creditors, if any, holding Liens on the Assets, all persons employed by Seller at any time during the four (4) years prior to the filing of the Chapter 11 Case, any person who has threatened any legal action against Seller, including claims under the Song-Beverly Act, and the non-debtor parties to all Assumed Leases and Assumed Contracts.

## **ARTICLE VI – BANKRUPTCY COVENANTS**

### **6. Bankruptcy Court Approval.**

6.1 Overbid Procedure. Seller shall move the Bankruptcy Court for approval of the sale of the Assets through an auction before the Bankruptcy Court and obtain an order establishing an overbid procedure (the “Sale Procedure Order”). The Sale Procedure Order shall provide that (a) overbids to Buyer’s offer as contained herein may be sought from interested parties, provided that Seller provides to Buyer the identity of any qualifying overbidder and a copy of any qualifying overbid at least three (3) Business Days’ notice prior to the court hearing at which the overbid shall be made; (b) the minimum overbid shall be in the amount of Fifty Thousand Dollars U.S. (\$50,000) plus assumption of the Assumed Contracts and Assumed Leases and payment of the amounts payable in cash pursuant to Section 2.6.1 with subsequent overbids in minimum increments of Twenty-Five Thousand Dollars U.S. \$25,000; (c) any interested bidder shall pre-qualify by tendering to Seller’s counsel (i) satisfactory evidence of the overbidder’s ability to purchase the Assets, and (ii) a cashier’s check payable to Seller in the sum of One Hundred Thousand Dollars U.S. (\$100,000) to be used by the successful bidder toward payment of the Purchase Price and all unsuccessful bidders’ checks shall be returned to such bidder per the terms of the Sales Procedure Motion; (d) Buyer shall be determined to be the successful bidder so long as it matches the highest bid; (e) in the event that Buyer is not the successful bidder at the auction or the sale does not close due to Seller’s breach, Buyer shall receive a fee in the amount of Fifty Thousand Dollars U.S. (\$50,000), as and for its due diligence, paid as a super-priority administrative claim from the proceeds of any sale of the Assets.

6.2 Entry of Sale Approval Order. Seller shall file a motion (the “Sale Motion”) with the Bankruptcy Court seeking entry of an order approving the sale of the Assets (the “Sale Approval Order”). The Closing shall be conditioned upon the entry of an order not later than March 18, 2016, approving the sale as contained herein, the terms of which shall be subject to the reasonable consent of Buyer, and which shall contain the following findings of fact and conclusions of law:

6.2.1 Approving the terms and conditions of this Agreement and the sale of the Assets to Buyer, including the assumption and assignment by the Seller of the Assumed Leases and Assumed Contracts;

6.2.2 Holding that the sale of the Assets to Buyer shall be free and clear of all Liens, pursuant to Bankruptcy Code Section 363;

6.2.3 Finding that the Assets are property of Seller’s estate;

6.2.4 Finding that the Purchase Price constitutes a fair value for the Assets;

6.2.5 Finding that there is a sound business purpose for the transactions contemplated under this Agreement;

6.2.6 Holding that provisions of the Assumed Leases and Assumed Contracts purporting to modify the terms of such agreements based on the assignment to Buyer are unenforceable pursuant to Bankruptcy Code Section 365(f);

6.2.7 Holding that the sale of the Assets to Buyer shall be free and clear of all Liabilities and Claims (as defined in Bankruptcy Code Section 101) against Seller, whether or not the holder of such Claim has asserted such Claim or is presently aware of, or should be aware of, such Claim, to the fullest extent provided by law;

6.2.8 Finding that notice of the transactions contemplated hereby and of the terms of this Agreement was good and sufficient and was provided timely to all creditors and parties-in-interest, including, without limitation, any and all creditors, if any, holding Liens on the Assets;

6.2.9 Authorizing and directing Seller to consummate the transactions contemplated by this Agreement and to comply in all respects with the terms of this Agreement;

6.2.10 This Agreement and the transactions contemplated herein were negotiated at arms' length, that Buyer acted in good faith in all respects, and that Buyer is a buyer in good faith pursuant to the provisions of Bankruptcy Code Section 363(m); and

6.2.11 The Seller's assumption and assignment to Buyer of the Assumed Leases and Assumed Contracts is approved in accordance with Bankruptcy Code Section 365.

6.3 Seller shall use its best efforts to cause the Bankruptcy Court to enter the Sale Approval Order. Seller will request this relief in the Sale Motion and believes that such relief is justified and appropriate. Seller does not warrant or guaranty that any of these provisions in the Sale Approval Order will be approved by the Bankruptcy Court.

## **ARTICLE VII – TERMINATION**

7. The parties may terminate this Agreement as provided below.

7.1 Buyer and Seller may terminate this Agreement by mutual consent prior to the Closing.

7.2 This Agreement may be terminated (1) by either party if a material breach of any provision of this Agreement has been committed by the other party and the breach has not been waived or cured prior to termination; (2) by Buyer, if any of the conditions in Section 4.4 has not been satisfied by the Closing, other than through the failure of Buyer to comply with its obligations under this Agreement; (3) by Seller, if any of the conditions in Section 4.3 has not been satisfied by the Closing, other than through the failure of the Seller to comply with its

obligations under this Agreement; or (4) by either party, if the Closing has not occurred by March 30, 2016. In the event of termination under clause (1), the breaching party shall remain liable for all damages arising from its breach, notwithstanding termination of this Agreement by the non-breaching party; provided that Buyer's liability shall be limited in accordance with Section 10.2 and Seller's liability for money damages following termination of this Agreement by Buyer under clause (1) shall not exceed One Hundred Thousand Dollars U.S. (\$100,000). Notice of termination shall be sent by the terminating party to the other party, via certified mail, receipt requested and by facsimile transmission. The parties understand that **TIME SHALL BE OF THE ESSENCE** with respect to the performance of Buyer's and Seller's obligations hereunder, provided that, any such breach by a party shall trigger an obligation by the non-breaching party to provide prompt notice to the breaching party of the alleged breach (to the extent that the non-breaching party is aware thereof and to the extent that such alleged breach is curable), including a detailed description of the facts and circumstances giving rise to such alleged breach, and the breaching party shall have a period of five Business Days following receipt of such notice to cure the alleged breach (but in any event to have been completed no later than the day preceding the Closing).

## **ARTICLE VIII – REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER**

8. Buyer represents, warrants and covenants to the Seller, which representations, warranties and covenants shall survive the Closing, as follows:

8.1 Authorization. The execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by Buyer, and this Agreement constitutes the valid binding obligation of Buyer. This Agreement is subject to approval of the Bankruptcy Court, and is enforceable against 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.

8.2 No Violation. Neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated hereby will constitute a violation of any rule, regulation, order, judgment or decree of any court or of any local government.

8.3 Litigation. There is no litigation, nor any order, decree or judgment, in progress or pending, or to the knowledge of Buyer, threatened, against or relating to Buyer and to Buyer's knowledge, no facts or circumstances exist which would reasonably be expected to give rise to litigation which would prevent, restrain or affect Buyer's ability to perform the transaction contemplated by this Agreement.

8.4 Disclaimer of Warranties; "AS IS AND WHERE IS" Conveyance. BUYER IS PURCHASING THE 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 OR ON BEHALF OF THE SELLER.

8.5 Covenants of Buyer. Buyer agrees as follows with respect to the period between the execution of this Agreement and the Closing:

8.5.1 Buyer will promptly notify Seller in writing of any event that would render any representation or warranty of Buyer contained in this Agreement, if made on or as of the date of that event or the Closing, untrue or inaccurate in any material respect.

8.5.2 Buyer shall use commercially reasonable efforts to provide, to the extent necessary, evidence of its ability to provide adequate assurance of future performance of the obligations under the Assumed Leases and Assumed Contracts as required by Section 365 of the Bankruptcy Code.

8.5.3 Buyer will use commercially reasonable efforts to satisfy or cause to be satisfied all the conditions precedent to the Closing hereunder, and to cause the transactions contemplated hereby to be consummated.

## **ARTICLE IX – REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER**

9. Seller represents, warrants and covenants to Buyer as of the date hereof and as of the Closing, which representations, warranties and covenants shall survive the Closing, as follows:

9.1 Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of California.

9.2 Authorization. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby have been duly authorized by Seller and this Agreement constitutes the valid binding obligation of Seller. This Agreement is subject to approval of the Bankruptcy Court, and is enforceable against Seller 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.

9.3 No Violation. Neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated hereby will constitute a violation of any rule, regulation, order, judgment or decree of any court or of any local government.

9.4 Litigation. Except as set forth on Schedule 9.4, there is no litigation, nor any order, decree or judgment, in progress or pending, or to the Knowledge of Seller, threatened, against or relating to Seller or the Assets and to Seller's Knowledge, no facts or circumstances exist which would reasonably be expected to give rise to litigation. There is no existing default by Seller with respect to any judgment, order, writ, injunction or decree of any Governmental Entity or arbitrator.

9.5 Assumed Leases and Assumed Contracts. True and complete copies of the Assumed Leases and Assumed Contracts, together with all amendments and supplements thereto and all waivers of any terms thereof, have been made available to Buyer prior to the execution of this Agreement. Except as set forth on Schedule 9.5 and except for any default arising as a result of



the commencement of the Chapter 11 Case, subject to payment of any Cure Costs, each Assumed Contract is valid, binding and in full force and effect, and is enforceable by Seller, as applicable, in accordance with its terms. Except as set forth on Schedule 9.5 and except for any default arising as a result of the commencement of the Chapter 11 Case, subject to payment of any Cure Costs, Seller and, to the Knowledge of Seller, each counterparty to any Assumed Contract, has performed in all material respects the obligations required to be performed by it to date and is not in default under each Assumed Contract to which it is a party. Seller has not received any notice of default under any Assumed Contract to which it is a party. Except as set forth on Schedule 9.5, as of the date hereof, Seller is not in negotiations or discussions to amend, or contemplating the amendment of, any Assumed Contract that have not been already disclosed to Buyer during due diligence. Seller is not a party to or bound by any non-competition agreement that materially impairs its ability to operate the Business.

9.6 Financial Statements and Books and Records. The Financial Statements have been prepared in accordance with Seller's accounting policies applied on a consistent basis, and fairly present, in all material respects, as of the dates thereof and for the periods then ended, the financial condition and results of operations of Seller. To the Knowledge of Seller, the Books and Records are all of the books, records and recorded information related to the Business.

9.7 Absence of Changes. Since February 1, 2015, Seller has not: (i) transferred or granted any rights or options in or to any of the Assets, except for the transfer of Inventory in the ordinary course of business or (ii) transferred to any third party any rights under any licenses, sublicenses or other agreements with respect to any of Seller's intellectual property.

9.8 Taxes. Seller has timely filed all material returns, declarations, reports, information returns and statements required to be filed by it in respect of any Taxes relating to or arising from the Business and/or the Assets and paid all Taxes relating to or arising from the Business and/or the Assets due and payable by it through the date hereof. Seller has not received written notice of any material proposed Tax deficiency, assessment or levy arising from the Business and/or the Assets. Seller has duly withheld from each payment from which such withholding is required by law the amount of all Taxes relating to or arising from the Business and/or the Assets required to be withheld therefrom and has paid the same (to the extent due), together with the employer's share of the same, if any, to the proper Tax receiving officers.

9.9 Title to Assets. Upon the consummation of the transactions contemplated hereby, Buyer shall acquire all right, title and interest of Seller in and to, the Assets, free and clear of all Liens.

9.10 Intellectual Property.

9.10.1 Except as set forth on Schedule 9.10.1, Seller has all right, title and interest in and to the Intellectual Property owned by Seller, free and clear of all Liens.

9.10.2 To the Knowledge of Seller, each item of Intellectual Property is valid, subsisting, in full force and effect, and has not been abandoned or passed into the public domain, and all necessary registration, maintenance and renewal documentation and fees in



connection with Registered Intellectual Property have been timely filed with the appropriate authorities and paid.

9.10.3 Except as set forth on Schedule 9.10.3, to the Knowledge of Seller, there are no claims, actions, suits, proceedings, arbitrations, orders, inquiries, hearings or assessments before any court, tribunal (including the United States Patent and Trademark Office or equivalent authority anywhere in the world) or other Governmental Entity other than proceedings related to usual and customary patent or trademark prosecutions in the ordinary course of business (“Proceedings”) relating to any Intellectual Property, and no Intellectual Property is subject to any outstanding decree, order, judgment, agreement or stipulation restricting in any manner the use, transfer or licensing thereof or that may affect the validity, use or enforceability of the Intellectual Property. Seller has no Knowledge of any facts, circumstances or information that would render the Registered Intellectual Property invalid or unenforceable, would adversely affect any pending application for any Registered Intellectual Property, or would materially adversely affect or materially impede Buyer’s ability to use any Intellectual Property in the manner used or held for use in the conduct or operation of the Business as currently conducted.

9.10.4 To the Knowledge of Seller, no Person has infringed or misappropriated, or is infringing or misappropriating, the Intellectual Property. Seller has not received written notice from any Person and has no Knowledge that the use of the Intellectual Property has infringed or misappropriated, or infringes or misappropriates, the intellectual property of any Person or has constituted or constitutes unfair competition or trade practices under the laws of any jurisdiction.

9.10.5 To the Knowledge of Seller, no present or former employee or consultant of Seller owns or has any proprietary financial or other interest, direct or indirect, in the Intellectual Property.

9.10.6 Seller has taken commercially reasonable security measures to protect the secrecy, confidentiality and value of any Seller trade secrets or confidential information included in the Intellectual Property, including having and enforcing a policy requiring employees, consultants and other independent contractors to execute confidentiality and intellectual property assignment agreements.

9.10.7 The Intellectual Property constitutes all of the intellectual property rights owned, exclusively licensed or otherwise controlled, used or held for use by Seller in the conduct or operation of the Business as currently conducted.

9.11 Compliance with Law. Seller has conducted the Business in compliance in all material respects with all applicable Permits, orders, injunctions, decrees, laws, regulations, guidance and guidelines. Seller has not received any written notice to the effect that, or otherwise been advised that, it is not currently in compliance with any of such Permits, orders, injunctions, decrees, laws, regulations, guidance or guidelines.

9.12 Inventory. All of the Inventory is valued on the Balance Sheet at cost and reflects write-downs to realizable values in the case of items which are below standard quality or have become obsolete or unsaleable (except at prices with less than normal gross margins). The Inventory

is of good and merchantable quality, fit for the purpose for which it is intended and saleable and useable in the ordinary course of business. All of the items of Inventory (subject to the reserves described above) meet Seller's current standards and specifications. None of the Inventory covered by Section 2.1.1 or 2.1.2 hereof includes any merchandise using any images, artwork, designs, trademarks or other intellectual property described in the License Agreement dated December 2, 2013, as amended to date, between Seller and Disney Consumer Products, Inc., or merchandise that would otherwise infringe on the intellectual property rights of Disney Consumer Products, Inc. or its affiliates if such merchandise were sold without an effective license from Disney Consumer Products, Inc.

9.13 Covenants of Seller. Seller agrees as follows with respect to the period between the execution of this Agreement and the Closing:

9.13.1 From the time it executes this Agreement, except for liquidation of the tangible assets (other than the Additional Fixtures) at the retail stores not within the definition of Retail Stores, Seller shall operate its business in its normal and customary manner, and shall not transfer any of its assets except in the ordinary course of business.

9.13.2 Seller will promptly notify Buyer in writing and in sufficient detail to allow Buyer to make an informed decision of any event occurring subsequent to the date of this Agreement that would render any representation or warranty of Seller contained in this Agreement, if made on or as of the date of that event or the Closing, untrue or inaccurate in any material respect.

9.13.3 Seller will use its best effort to satisfy or cause to be satisfied all the conditions precedent to the Closing hereunder, and to cause the transactions contemplated hereby to be consummated.

9.13.4 Seller shall protect and preserve the Assets, use them only in their normal and customary manner in the ordinary course of their business, and not remove the Assets from their ordinary location.

9.13.5 Seller shall diligently carry on Seller's business and activities in substantially the same manner as it previously has been carried on in the ordinary course of business, and Seller shall not enter into any contracts, purchases, transfers or sales outside the normal, ordinary course of business without Buyer's prior approval.

9.13.6 Seller shall use its best efforts to preserve Seller's business and to preserve Seller's present relationships with suppliers, customers and others having business relationships with Seller.

9.13.7 Subject to any limitations under the Bankruptcy Code or the Bankruptcy Court, Seller shall timely pay all vendors, suppliers and employees, including timely paying all Taxes and withholdings.

9.13.8 Seller will not sell, transfer or dispose of any of the Assets except in the ordinary course of business or pursuant to this Agreement.

9.13.9 Seller will not modify, amend, cancel or terminate any of the Assumed Leases or Assumed Contracts.

9.13.10 Seller shall provide appropriate notice of termination of, and shall terminate, the employment of each of Seller's employees on or prior to the date of Closing in an appropriate and legal manner; provided that termination of the warehouse and headquarters employees referenced in Section 3.4 shall be deferred until the end of the period specified in such section. Seller shall hold at least one "all-employees" meeting prior to the Closing advising its employees of the sale of Assets hereunder. Seller shall allow Buyer's representative to attend such meeting(s) and communicate to Seller's employees Buyer's intention to hire workers for its operations to be conducted following the Closing. Buyer may, but shall have no obligation to, hire any of Seller's employees.

9.13.11 No later than fifteen (15) days following the Closing Date, Seller shall change its name to a name that does not include the word "Peek" or the phrase "Aren't You Curious."

9.13.12 Seller shall track the cost of any items of Spring 2 Inventory sold by Seller through any of its retail stores or its ecommerce channel prior to Closing.

## **ARTICLE X – SPECIAL COVENANTS AND CONDITIONS**

10. The following special covenants and conditions shall apply to this Agreement and the transaction contemplated by this Agreement:

10.1 Indemnification for Taxes. Seller shall indemnify and hold Buyer harmless from any Liability for Taxes of any nature whatsoever arising with respect to the Assets or Seller's business arising or accruing, or based on Seller's ownership or possession of the Assets, prior to the Closing, including but not limited to income taxes, payroll taxes, personal property taxes, duties, customs, and use or sales taxes.

10.2 Liquidated Damages. Buyer understands and agrees that Seller will incur certain legal and administrative costs to proceed with this transaction to obtain Bankruptcy Court approval, and that Seller's damages upon Buyer's breach of this Agreement would be difficult to precisely calculate. Accordingly, Buyer agrees that the cash deposit referred to in Section 2.6.2 shall, upon Buyer's failure to close the transaction according to the terms hereof, be retained by Seller as liquidated damages for Buyer's breach hereof.

\_\_\_\_\_ Buyer \_\_\_\_\_ Seller

## **ARTICLE XI – GENERAL PROVISIONS**

11. General Provisions.

11.1 Representation of Comprehension of Document. In entering into this Agreement, the parties warrant and represent that: (i) they have read the contents of this Agreement; (ii) the terms of this Agreement have been explained to them by their respective

attorneys; (iii) those terms are fully understood and voluntarily accepted by them; (iv) they have relied upon the legal advice of their own choosing; and (v) no party shall deny the validity of this Agreement on the ground that it/they did not have the advice of its/their counsel.

11.2 Representation of Authority to Enter Agreement. Each of the undersigned represents that they have authority to enter into this Agreement and execute its terms.

11.3 Merger and Modification. This Agreement, including the Schedules and Exhibit(s) hereto, contains the entire understanding of the parties hereto in respect to the subject matter hereof, and there are no other agreements modifying its terms.

11.4 Amendment. This Agreement may only be amended or modified by written consent of both parties. Any amendment or modification shall become effective in accordance with its terms after such modification or amendment is appropriately approved and such modification or amendment is sent to each of the parties.

11.5 Governing Law. The parties acknowledge and agree that the conditions, validity and enforceability of any terms or provisions of this Agreement shall be determined by the laws of the State of California governing contracts entered into and to be performed in the State of California, and the Bankruptcy Code, Title 11, United States Code.

11.6 Venue. Any action to enforce, interpret or challenge the terms of this Agreement shall be brought in the Bankruptcy Court presiding in the Bankruptcy Cases, or any court of competent jurisdiction in the County of San Francisco, California.

11.7 Interpretation of Agreement. This Agreement constitutes a fully negotiated agreement among commercially sophisticated parties and therefore shall not be construed or interpreted for or against any party. The parties agree that California Civil Code Section 1654 shall not apply to the terms of this Agreement.

11.8 Attorneys' Fees and Costs. If any of the parties hereto commences any action to enforce, interpret or challenge the terms of this Agreement, then each of the parties hereto hereby agrees that the prevailing party in any such action shall be entitled to recover its/their attorneys' fees and court costs, and other non-reimbursable litigation expenses, including expert witness fees and attorney and witness travel expenses, and including all attorneys' fees and costs incurred in enforcing any judgment or in collecting upon any amounts that may be awarded in any such action.

11.9 Notices. All notices, requests and other communications required or permitted hereunder shall be in writing (which shall include communications by telex and telecopier); shall be deemed to have been given when delivered by hand, telecopy (followed by mailed notices as hereinafter provided), overnight delivery service, with acknowledged receipt, or when deposited in the United States mail if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to a party at the addresses set forth for that party on the signature page of this Agreement with copies (which shall not constitute notice) to the individuals or entities designated by the party on the signature page of this Agreement, or such other address which the party shall have given in writing for such purpose by notice hereunder.

11.10 Further Documents. The parties agree to promptly perform such further acts and to execute and deliver any and all further documents that may reasonably be necessary or desirable to effectuate the purpose of this Agreement.

11.11 Severability. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid or contrary to any existing or future law of any jurisdiction or any rule or regulation of any governmental authority, such invalidity shall not impair the operation of or affect those provisions in any other jurisdiction or any other provisions hereof which are valid.

11.12 Third Parties. Nothing herein shall be construed to be to the benefit of or enforceable by any third party.

11.13 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

11.14 Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one in the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts. Notwithstanding the foregoing, the releases contained herein are intended to and shall become effective only when this Agreement has been executed by all of the parties hereto, and the Closing has occurred.

11.15 Time of the Essence. Time is strictly of the essence in this Agreement.

11.16 Interpretation. 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.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above set forth.

SELLER:

BUYER:

PEEK, AREN'T YOU CURIOUS, INC., a  
California corporation

CHARLOTTE RUSSE, INC., a California  
corporation

By: \_\_\_\_\_  
Name:  
Its:

By: \_\_\_\_\_  
Name:  
Its:

**Schedule 1.1(a)**  
**Registered Copyrights**



**Schedule 1.1(b)**  
**Domain Names**

Peekkids.com  
Peekarentyoucurious.com  
mypeekkid.com  
peekchildren.com  
peekclothes.com  
peekcurious.com  
peekforkids.com  
peekinc.com  
peekkids.co.nz  
peekkids.co.uk  
peekkids.net  
peekkids.org  
peekkids.eu  
peekkids.jp

**Schedule 1.1(c)  
Knowledge**

Tina Canales  
Jason Klein  
Whitney Valentine-Wafer  
Karen Bottaro

**Schedule 1.1(d)  
Trademarks**

# PEEK, AREN'T YOU CURIOUS, INC.

## Trademark Status Chart

MARK	COUNTRY	APP/REG NO.	CLASS: GOODS/SERVICES	STATUS	NEXT ACTION DUE
<b>UNITED STATES</b>					
<b>FLEUR DES CHAMPS</b>	USA	App. No. 86/848,312	Int'l Class 25: Children's clothing, namely, shirts, sweaters, skirts, jeans, blouses, dresses, jumpsuits, underwear, sleepwear, sweat shirts, sweat suits, sweat pants, socks, shorts, bathing suits, beachwear, jackets, coats.  First Use: ITU First Use in Commerce: ITU	Filed 12/14/2015  Owner: Peek . . . Aren't You Curious, Inc.	06/14/2016 Foreign filing priority deadline  07/01/2016 Check status of application
<b>LITTLE PEANUT</b>	USA	App. No. 77/516,379  Reg. No. 3,630,079	Int'l Class 25: Children's clothing, namely, shirts, t-shirts, tops, woven shirts, knit tops, sweaters, skirts, jeans, blouses, dresses, jumpsuits, underwear, sleepwear, sweat shirts, sweat suits, sweat pants, socks, shorts, bathing suits, beachwear, jackets, coats.  First Use: 06/15/2006 First Use in Commerce: 01/25/2007	Filed 07/07/2008  Registered 06/02/2009  Declaration of Use filed 06/02/2015  Owner: Peek . . . Aren't You Curious, Inc	06/02/2019 Renew registration
<b>LITTLE PEANUT</b>	USA	App. No. 86/185,079	Int'l Class 24: Blankets, bed spreads, bed sheets, comforters,	Filed 02/05/2014	08/12/2016 File Statement of Use or


MARK	COUNTRY	APP/REG NO.	CLASS: GOODS/SERVICES	STATUS	NEXT ACTION DUE
			and bedding layettes consisting of crib bumpers, quilts, baby blankets, and crib sheets; towels and washcloths.  First Use: ITU First Use in Commerce: ITU	Published 06/17/2014  Allowed 08/12/2014  Extension filed 01/26/2016	Extension
<b>PEEK</b>	USA	App. No. 86/185,372	Int'l Class 14: Watches; jewelry, namely, bracelets, charms, earrings, key chains as jewelry, necklaces, rings; jewelry boxes.  Int'l Class 16: Books for children and infants, namely, song books, story books, and a series of books relating to children's play activities and education; children's books; children's interactive books; flash cards.  Int'l Class 18: Backpacks and tote bags; purses, coin purses, and wallets.  Int'l Class 20: Picture frames; toy boxes and chests.	Filed 02/05/2014  Office Action issued 05/20/2014; Response filed 11/19/2014  Examiner's Amendment issued 12/04/2014  Published 01/13/2015  Allowed 03/10/2015  Extension (deleting Classes 03 and 09) filed 01/28/2016	09/10/2016 File Statement of Use or Extension

MARK	COUNTRY	APP/REG NO.	CLASS: GOODS/SERVICES	STATUS	NEXT ACTION DUE
			<p>Int'l Class 24: Blankets, namely, bed blankets; bed spreads; bed sheets; comforters; and bedding layettes consisting of crib bumpers; quilts; baby blankets; and crib sheets; towels and washcloths.</p> <p>Int'l Class 26: Hair accessories, namely hair bands, hair bows, hair ornaments, hair pins, hair ribbons, hair claw clips, and hair barrettes.</p> <p>Int'l Class 28: Toys, namely, bubble making wands and solution sets, building blocks, bath toys, crib toys, dolls, educational toys, namely, games in the nature of educational card games and board games, puzzles, flash cards, and instructional games in the nature of educational card games and board games; finger puppets, musical toys, party favors in the nature of small toys, play mats for use with toys and children's games, namely, play mats used with toy vehicles, play mats used with paper or toy dolls, play mats that are also games, play mats that can be colored or decorated, puppets, rubber balls, spinning tops, toy stuffed animals and characters,</p>		

MARK	COUNTRY	APP/REG NO.	CLASS: GOODS/SERVICES	STATUS	NEXT ACTION DUE
			namely, soft plush toys of all varieties of animals and dolls, people-like toys and dolls that are stuffed, stuffed letters used together, toy vehicles.  First Use: ITU First Use in Commerce: ITU		
<b>PEEK</b>	USA	App. No. 86/185,072	Int'l Class 25: Clothing and accessories for women, infants and children, namely, bathing suits, beachwear, baby bibs not of paper, bandanas, bloomers, blouses, bonnets, caps, coats, separates, namely, t-shirts, button-up shirts, pullovers, crew neck sweaters and sweat shirts, pants, corduroys, shorts, skirts, jumpers, rompers, tank tops, thermals in the nature of thermal underwear, leggings, skirts with built-in undershorts, polo shirts, dress pants, jackets, blazers, wraps, shawls, ponchos, tights, dresses, hats, knit tops, jeans, jumpsuits, leotards, loungewear, mittens, gloves, overalls, sport coats, suits, rain jackets, robes, scarves, shirts, ski jackets, ski pants, turtlenecks, sleepwear, smocks, snow suits, socks, sweaters, sweatpants, sweatshirts, tops, underwear, waist belts, woven	Filed 02/05/2014  Office Action issued 05/20/2014; Response filed 11/20/2014  Examiner's Amendment issued 11/25/2015  Published 01/13/2015  Allowed 03/10/2015  Extension filed 01/28/2016	09/10/2016 File Statement of Use or Extension

MARK	COUNTRY	APP/REG NO.	CLASS: GOODS/SERVICES	STATUS	NEXT ACTION DUE
			<p>shirts; footwear for infants and children, namely, athletic shoes, booties, boots, sandals, shoes, slippers, sneakers.</p> <p>First Use: ITU First Use in Commerce: ITU</p>		
<b>PEEK</b>	USA	<p>App. No. 77/764,277</p> <p>Reg. No. 3,868,335</p>	<p>Int'l Class 25: Children's clothing, namely, shirts, t-shirts, tops, woven shirts, knit tops, sweaters, sweatpants, sweat suits, jeans, blouses, dresses, jumpsuits, underwear, sleepwear, sweatshirts, socks, shorts, bathing suits, beachwear, sweaters, rain jacket, ski jacket, coats.</p> <p>First Use: 03/01/2010 First Use in Commerce: 03/01/2010</p> <p>Int'l Class 35: Mail order catalog services featuring children's apparel, namely, shirts, t-shirts, tops, woven shirts, knit tops, sweaters, sweatpants, sweat suits, jeans, blouses, dresses, jumpsuits, underwear, sleepwear, sweatshirts, socks, shorts, bathing suits, beachwear, sweaters, rain jacket,</p>	<p>Filed 06/19/2009</p> <p>Registered 10/26/2010</p> <p>Owner: Peek . . . Aren't You Curious, Inc.</p>	<p>10/26/2016 File Declaration of Use</p> <p>10/26/2020 Renew registration</p>



MARK	COUNTRY	APP/REG NO.	CLASS: GOODS/SERVICES	STATUS	NEXT ACTION DUE
			<p>ski jacket, coats, books and accessories therefor; on-line retail store services featuring children's apparel, namely, shirts, t-shirts, tops, woven shirts, knit tops, sweaters, sweatpants, sweat suits, jeans, blouses, dresses, jumpsuits, underwear, sleepwear, sweatshirts, socks, shorts, bathing suits, beachwear, sweaters, rain jacket, ski jacket, coats, books and accessories.</p> <p>First Use: 01/01/2010 First Use in Commerce: 01/01/2010</p>		
<p><b>PEEK . . . &amp; Design</b></p> 	USA	App. No. 86/185,080	<p>Int'l Class 25: Clothing and accessories for women, infants and children, namely, bathing suits, beachwear, baby bibs not of paper, bandanas, bloomers, blouses, bonnets, caps, coats, separates, namely, t-shirts, button-up shirts, pullovers, crew neck sweaters and sweat shirts, pants, corduroys, shorts, skirts, jumpers, rompers, tank tops, thermals in the nature of thermal underwear, leggings, skirts with built-in undershorts, polo shirts, dress pants, jackets, blazers, wraps, shawls, ponchos, tights, dresses, hats, knit tops, jeans,</p>	<p>Filed 02/05/2014</p> <p>Office Action issued 05/20/2014; Response filed 11/20/2014</p> <p>Examiner's Amendment issued 11/25/2015</p> <p>Published 01/13/2015</p>	<p><b>REQUESTED UPDATED "NEXT ACTION" DATE FROM COBALT LAW</b></p>

MARK	COUNTRY	APP/REG NO.	CLASS: GOODS/SERVICES	STATUS	NEXT ACTION DUE
			<p>jumpsuits, leotards, loungewear, mittens, gloves, overalls, sport coats, suits, rain jackets, robes, scarves, shirts, ski jackets, ski pants, turtlenecks, sleepwear, smocks, snow suits, socks, sweaters, sweatpants, sweatshirts, tops, underwear, waist belts, woven shirts; footwear for infants and children, namely, athletic shoes, booties, boots, sandals, shoes, slippers, sneakers.</p> <p>First Use: ITU First Use in Commerce: ITU</p>	<p>Allowed 03/10/2015</p> <p>Extension filed 09/09/2015</p> <p>Extension filed 02/02/2016</p>	
<b>PEEK . . . AREN'T YOU CURIOUS</b>	USA	<p>App. No. 77/687,923</p> <p>Reg. No. 3,717,923</p>	<p>Int'l Class 25: Children's clothing, namely, shirts, t-shirts, tops, woven shirts, knit tops, sweaters, sweatpants, sweat suits, jeans, blouses, dresses, jumpsuits, underwear, sleepwear, sweatshirts, socks, shorts, bathing suits, beachwear, sweaters, rain jacket, ski jacket, jackets, coats.</p> <p>First Use: 01/26/2007 First Use in Commerce: 01/26/2007</p>	<p>Filed 03/10/2009</p> <p>Registered 12/01/2009</p> <p>Declaration of Use filed 11/30/2015</p> <p>Owner: Peek . . . Aren't You Curious Inc.</p>	12/01/2019 Renew registration
<b>PEEK BABY</b>	USA	<p>App. No. 86/185,074</p>	<p>Int'l Class 25: Clothing and accessories for infants and children,</p>	<p>Filed 02/05/2014</p>	09/02/2016 File Statement of Use or

MARK	COUNTRY	APP/REG NO.	CLASS: GOODS/SERVICES	STATUS	NEXT ACTION DUE
			namely, bathing suits, beachwear, baby bibs not of paper, bandanas, bloomers, blouses, bonnets, caps, coats, dresses, hats, gloves, knit tops, jeans, jumpsuits, leggings, leotards, loungewear, mittens, overalls, rain jackets, robes, scarves, shirts, shorts, ski jackets, sleepwear, smocks, snowsuits, socks, sweaters, sweatpants, sweatshirts, t-shirts, tights, tops, underwear, waist belts, woven shirts; footwear for infants and children, namely, athletic shoes, booties, sandals, shoes, slippers, sneakers.  First Use: ITU First Use in Commerce: ITU	Office Action issued 05/15/2014  Examiner's Amendment issued 05/15/2014  Published 07/08/2014  Allowed 09/02/2014  Extension filed 01/28/2016	Extension
<b>PEEK KIDS</b>	USA	App. No. 86/185,078	Int'l Class 25: Clothing and accessories for infants and children, namely, bathing suits, beachwear, baby bibs not of paper, bandanas, bloomers, blouses, bonnets, caps, coats, dresses, hats, gloves, knit tops, jeans, jumpsuits, leggings, leotards, loungewear, mittens, overalls, rain jackets, robes, scarves, shirts, shorts, ski jackets, sleepwear, smocks, snowsuits, socks, sweaters, sweatpants, sweatshirts, t-shirts, tights, tops,	Filed 02/05/2014  Office Action issued 05/15/2014  Examiner's Amendment issued 05/15/2014  Published 07/08/2014	09/02/2016 File Statement of Use or Extension

MARK	COUNTRY	APP/REG NO.	CLASS: GOODS/SERVICES	STATUS	NEXT ACTION DUE
			underwear, waist belts, woven shirts; footwear for infants and children, namely, athletic shoes, booties, sandals, shoes, slippers, sneakers.  First Use: ITU First Use in Commerce: ITU	Allowed 09/02/2014  Extension filed 01/28/2016	
<b>SGT FLETCHER</b>	USA	App. No. 86/886,008	Int'l Class 25: Children's clothing, namely, shirts, t-shirts, tops, woven shirts, knit tops, sweaters, skirts, pants, jeans, blouses, dresses, jumpsuits, underwear, sleepwear, sweat shirts, sweat suits, sweat pants, socks, shorts, bathing suits, beachwear, jackets, coats.  First Use: ITU First Use in Commerce: ITU	Filed 01/25/2016  Owner: Peek . . . Aren't You Curious Inc.	07/25/2016 Foreign filing priority deadline  08/01/2016 Check status of application

MARK	COUNTRY	APP/REG NO.	CLASS: GOODS/SERVICES	STATUS
<b>WILLIAMS AND SONS</b>	USA	App. No. 77/516,371  Reg. No. 3,829,750  Supplemental Register	Int'l Class 25: Children's clothing, namely, shirts, t-shirts, tops, woven shirts, knit tops, sweaters, skirts, jeans, blouses, dresses, jumpsuits, underwear, sleepwear, sweat shirts, sweat suits, sweat pants, socks, shorts, bathing suits, beachwear, jackets, coats.  First Use: 06/15/2006 First Use in Commerce: 01/25/2007	Filed 07/07/2008  Registered 08/03/2010  Owner: Peek . . . Aren't You Curious Inc

**Schedule 2.1.3**  
**Assumed Leases**

1. "Retail Lease" between Etta Bacharach Testamentary A Trust, Barbara Jean Borsuk, Surviving Trustee; Etta Bacharach Testamentary B Trust, Barbara Jean Borsuk, Trustee; Sheila Siegel Trust, Sheila Siegel, Trustee; Sandrigham Properties LLC, Landlord and Peek, Aren't You Curious, Inc., Tenant, dated March 16, 2013, for approximately 1,440 square feet located at 2156 Chestnut Street, San Francisco, California
2. Lease between Park Meadows Mall LLC, Landlord, and Peek, Aren't You Curious, Inc., Tenant, dated June 12, 2013 for approximately 1,483 square feet located at 1000 Park Meadows, Lone Tree, Colorado.
3. "Lease Agreement" between Corte Madera Village, LLC, Landlord, and Peek, Aren't You Curious, Inc., Tenant, dated June 6, 2007, for approximately 1,499 square feet located at Village Corte Madera, Corte Madera, California, as amended.
4. "Retail Lease" between the Irvine Company, LLC, Landlord, and Peek, Aren't You Curious, Inc., Tenant, dated November 16, 2007, for approximately 2,089 square feet located at 273 Newport Center Drive, Newport Beach, California, as amended.
5. "Standard Industrial/Commercial Multi-Tenant Lease – Net" between Pesho Montana Associates, Landlord, and Peek, Aren't You Curious, Inc., Tenant, dated September 28, 2006, for approximately 1,570 square feet located at 1015 Montana Avenue, Santa Monica, California, as amended.
6. "Shopping Center Lease" between NorthPark Partners, LP, Landlord, and Peek, Aren't You Curious, Inc., Tenant, dated August 6, 2008, for approximately 1,866 square feet located at NorthPark Mall, Dallas, Texas.
7. "Lease Agreement" between University Village Limited Partnership, Landlord, and Peek, Aren't You Curious, Inc., Tenant, dated February 24, 2012 for approximately 1,413 square feet located at University Village, Seattle, Washington.
8. "Storage Agreement" between University Village Limited Partnership, Landlord, and Peek, Aren't You Curious, Inc., Tenant, dated February 6, 2015, for Storage Space STO-13 located in the Clocktower Building at University Village, Seattle, Washington.
9. "Lease Agreement" between Kierland Greenway, LLC, Landlord, and Peek, Aren't You Curious, Inc., Tenant, dated June 28, 2007 for approximately 1,561 square feet located at Kierland Commons, Phoenix, Arizona, as amended.

**Schedule 2.1.4**  
**Assumed Contracts**

1. Service Level Agreement Quest Managed Services between Quest Media and Supplies, Inc. and Peek Aren't You Curious, dated August 1, 2014.
2. Card Services Agreement (consisting of Card Services Terms & Conditions and Merchant Application) by and among Global Payments Direct, Inc., Wells Fargo Bank and Peek Aren't You Curious, Inc. dated March 17, 2015.
3. Gift Card Application and Gift Card Terms and Conditions between Mercury Payment Systems, LLC and Peek Aren't You Curious, Inc. dated May 27, 2012.
4. Order Form and Software License Agreement between X.commerce, Inc. (Formerly Magento, Inc.) and Peek...Aren't You Curious as Licensee, dated April 17, 2012.
5. Software License Agreement between Island Pacific Systems, Inc. and Peek Aren't You Curious, dated March 30, 2012, as amended.
6. Software Support Agreement between Island Pacific Systems, Inc. and Peek Aren't You Curious, dated March 30, 2012.
7. Managed Services Agreement between Island Pacific Systems, Inc. and Peek Aren't You Curious, dated March 30, 2012.
8. The supply purchase orders/commitments for Spring 2 Inventory listed on Exhibit A to this Schedule 2.1.4.



**Exhibit A to Schedule 2.1.4**  
**Spring 2 Inventory Purchase Orders**

<b>PO#</b>	<b>Supplier #</b>	<b>Supplier</b>
0000016592	20178	MOSGEN
0000016661	20253	SOLSTICE INDIA
0000016663	20253	SOLSTICE INDIA
0000016665	20253	SOLSTICE INDIA
0000016906	20243	SHROFF & CO. LTD.
0000016908	20243	SHROFF & CO. LTD.
		FOUR HOUSE SOURCING
0000016953	20091	PVT.
		FOUR HOUSE SOURCING
0000016955	20091	PVT.
0000017028	20384	TAILGATE CLOTHING CO.
0000017030	20384	TAILGATE CLOTHING CO.
0000017032	20384	TAILGATE CLOTHING CO.
0000017034	20384	TAILGATE CLOTHING CO.
0000017036	20384	TAILGATE CLOTHING CO.
0000017038	20384	TAILGATE CLOTHING CO.
0000017040	20384	TAILGATE CLOTHING CO.
0000017102	20018	ASA TEXTILE
0000017104	20018	ASA TEXTILE
0000017106	20018	ASA TEXTILE
0000017210	20178	MOSGEN
0000017211	20178	MOSGEN
0000017221	20384	TAILGATE CLOTHING CO.
0000017222	20384	TAILGATE CLOTHING CO.
0000017223	20384	TAILGATE CLOTHING CO.
0000017224	20384	TAILGATE CLOTHING CO.
0000017225	20384	TAILGATE CLOTHING CO.
0000017226	20384	TAILGATE CLOTHING CO.
0000017227	20384	TAILGATE CLOTHING CO.
0000017228	20384	TAILGATE CLOTHING CO.
0000017229	20384	TAILGATE CLOTHING CO.
		FOUR HOUSE SOURCING
0000017264	20091	PVT.
0000017283	20243	SHROFF & CO. LTD.
0000017289	20243	SHROFF & CO. LTD.
0000017290	20243	SHROFF & CO. LTD.
0000017291	20243	SHROFF & CO. LTD.
0000017309	20253	SOLSTICE INDIA
0000017310	20253	SOLSTICE INDIA
0000017311	20253	SOLSTICE INDIA
0000017312	20253	SOLSTICE INDIA

PO#	Supplier #	Supplier
0000017313	20253	SOLSTICE INDIA
0000017314	20253	SOLSTICE INDIA
0000017496	20018	ASA TEXTILE
0000017497	20018	ASA TEXTILE
0000016591	20178	MOSGEN
0000016660	20253	SOLSTICE INDIA
0000016662	20253	SOLSTICE INDIA
0000016664	20253	SOLSTICE INDIA
0000016905	20243	SHROFF & CO. LTD.
0000016907	20243	SHROFF & CO. LTD.
		FOUR HOUSE SOURCING
0000016952	20091	PVT.
		FOUR HOUSE SOURCING
0000016954	20091	PVT.
0000017029	20384	TAILGATE CLOTHING CO.
0000017031	20384	TAILGATE CLOTHING CO.
0000017033	20384	TAILGATE CLOTHING CO.
0000017035	20384	TAILGATE CLOTHING CO.
0000017037	20384	TAILGATE CLOTHING CO.
0000017039	20384	TAILGATE CLOTHING CO.
0000017041	20384	TAILGATE CLOTHING CO.
0000017101	20018	ASA TEXTILE
0000017103	20018	ASA TEXTILE
0000017105	20018	ASA TEXTILE
0000017568	20384	TAILGATE CLOTHING CO.
0000017569	20384	TAILGATE CLOTHING CO.
0000017570	20384	TAILGATE CLOTHING CO.
0000017571	20384	TAILGATE CLOTHING CO.
0000017572	20384	TAILGATE CLOTHING CO.
0000017580	20384	TAILGATE CLOTHING CO.
0000017581	20384	TAILGATE CLOTHING CO.
0000017613	20178	MOSGEN
0000017703	20243	SHROFF & CO. LTD.
0000017714	20243	SHROFF & CO. LTD.
		FOUR HOUSE SOURCING
0000017750	20091	PVT.
		FOUR HOUSE SOURCING
0000017763	20091	PVT.
0000017767	20253	SOLSTICE INDIA
0000017768	20253	SOLSTICE INDIA
0000017769	20253	SOLSTICE INDIA
0000017848	20018	ASA TEXTILE
0000017849	20018	ASA TEXTILE

PO#	Supplier #	Supplier
0000017850	20018	ASA TEXTILE
0000016672	20022	AUHC
0000016672	20022	AUHC
0000016674	20022	AUHC
0000016705	20253	SOLSTICE INDIA
0000016779	20017	APPAREL UNITED
0000016815	20171	MH CONCEPTS
0000016817	20171	MH CONCEPTS
0000016927	20018	ASA TEXTILE
0000016929	20018	ASA TEXTILE
0000016931	20018	ASA TEXTILE
0000016933	20018	ASA TEXTILE
0000016935	20018	ASA TEXTILE
0000017007	20243	SHROFF & CO. LTD.
0000017009	20243	SHROFF & CO. LTD.
0000017011	20243	SHROFF & CO. LTD.
0000017378	20022	AUHC
0000017379	20022	AUHC
0000017380	20022	AUHC
0000017381	20022	AUHC
0000017415	20171	MH CONCEPTS
0000017416	20171	MH CONCEPTS
0000017417	20171	MH CONCEPTS
0000017429	20253	SOLSTICE INDIA
0000017452	20243	SHROFF & CO. LTD.
0000017453	20243	SHROFF & CO. LTD.
0000017454	20243	SHROFF & CO. LTD.
0000017455	20243	SHROFF & CO. LTD.
0000017476	20017	APPAREL UNITED
0000017477	20017	APPAREL UNITED
0000017588	20018	ASA TEXTILE
0000017589	20018	ASA TEXTILE
0000017590	20018	ASA TEXTILE
0000017591	20018	ASA TEXTILE
0000017592	20018	ASA TEXTILE
0000017593	20018	ASA TEXTILE
0000017594	20018	ASA TEXTILE
0000016671	20022	AUHC
0000016673	20022	AUHC
0000016704	20253	SOLSTICE INDIA
0000016778	20017	APPAREL UNITED
0000016814	20171	MH CONCEPTS
0000016816	20171	MH CONCEPTS

PO#	Supplier #	Supplier
0000016926	20018	ASA TEXTILE
0000016928	20018	ASA TEXTILE
0000016930	20018	ASA TEXTILE
0000016932	20018	ASA TEXTILE
0000016934	20018	ASA TEXTILE
0000017006	20243	SHROFF & CO. LTD.
0000017008	20243	SHROFF & CO. LTD.
0000017010	20243	SHROFF & CO. LTD.
0000017648	20243	SHROFF & CO. LTD.
0000017649	20243	SHROFF & CO. LTD.
0000017650	20243	SHROFF & CO. LTD.
0000017701	20022	AUHC
0000017702	20022	AUHC
0000017732	20171	MH CONCEPTS
0000017733	20171	MH CONCEPTS
0000017749	20253	SOLSTICE INDIA
0000017817	20018	ASA TEXTILE
0000017818	20018	ASA TEXTILE
0000017819	20018	ASA TEXTILE
0000017820	20018	ASA TEXTILE
0000017821	20018	ASA TEXTILE
0000016590	20178	MOSGEN
0000016639	20253	SOLSTICE INDIA
0000016641	20253	SOLSTICE INDIA
0000016643	20253	SOLSTICE INDIA
0000016645	20253	SOLSTICE INDIA
0000016651	20253	SOLSTICE INDIA
0000016653	20253	SOLSTICE INDIA
0000016655	20253	SOLSTICE INDIA
0000016834	20243	SHROFF & CO. LTD.
0000016836	20243	SHROFF & CO. LTD.
0000016936	20091	FOUR HOUSE SOURCING PVT.
0000016938	20091	FOUR HOUSE SOURCING PVT.
0000016944	20091	FOUR HOUSE SOURCING PVT.
0000016946	20091	FOUR HOUSE SOURCING PVT.
0000017014	20384	TAILGATE CLOTHING CO.
0000017016	20384	TAILGATE CLOTHING CO.
0000017018	20384	TAILGATE CLOTHING CO.
0000017020	20384	TAILGATE CLOTHING CO.

PO#	Supplier #	Supplier
0000017022	20384	TAILGATE CLOTHING CO.
0000017024	20384	TAILGATE CLOTHING CO.
0000017026	20384	TAILGATE CLOTHING CO.
0000017074	20018	ASA TEXTILE
0000017076	20018	ASA TEXTILE
0000017078	20018	ASA TEXTILE
0000017206	20178	MOSGEN
0000017212	20384	TAILGATE CLOTHING CO.
0000017213	20384	TAILGATE CLOTHING CO.
0000017214	20384	TAILGATE CLOTHING CO.
0000017215	20384	TAILGATE CLOTHING CO.
0000017216	20384	TAILGATE CLOTHING CO.
0000017217	20384	TAILGATE CLOTHING CO.
0000017218	20384	TAILGATE CLOTHING CO.
0000017219	20384	TAILGATE CLOTHING CO.
0000017220	20384	TAILGATE CLOTHING CO. FOUR HOUSE SOURCING
0000017261	20091	PVT. FOUR HOUSE SOURCING
0000017262	20091	PVT. FOUR HOUSE SOURCING
0000017263	20091	PVT.
0000017280	20243	SHROFF & CO. LTD.
0000017281	20243	SHROFF & CO. LTD.
0000017282	20243	SHROFF & CO. LTD. FOUR HOUSE SOURCING
0000017292	20091	PVT.
0000017293	20253	SOLSTICE INDIA
0000017294	20253	SOLSTICE INDIA
0000017295	20253	SOLSTICE INDIA
0000017296	20253	SOLSTICE INDIA
0000017297	20253	SOLSTICE INDIA
0000017301	20253	SOLSTICE INDIA
0000017302	20253	SOLSTICE INDIA
0000017303	20253	SOLSTICE INDIA
0000017304	20253	SOLSTICE INDIA
0000017305	20253	SOLSTICE INDIA
0000017306	20253	SOLSTICE INDIA
0000017332	20018	ASA TEXTILE
0000017333	20018	ASA TEXTILE
0000017334	20018	ASA TEXTILE
0000017335	20018	ASA TEXTILE
0000017336	20018	ASA TEXTILE

PO#	Supplier #	Supplier
0000017337	20018	ASA TEXTILE
0000016589	20178	MOSGEN
0000016640	20253	SOLSTICE INDIA
0000016642	20253	SOLSTICE INDIA
0000016644	20253	SOLSTICE INDIA
0000016650	20253	SOLSTICE INDIA
0000016652	20253	SOLSTICE INDIA
0000016654	20253	SOLSTICE INDIA
0000016656	20253	SOLSTICE INDIA
0000016835	20243	SHROFF & CO. LTD.
0000016845	20243	SHROFF & CO. LTD. FOUR HOUSE SOURCING
0000016937	20091	PVT. FOUR HOUSE SOURCING
0000016943	20091	PVT. FOUR HOUSE SOURCING
0000016945	20091	PVT. FOUR HOUSE SOURCING
0000016947	20091	PVT.
0000017015	20384	TAILGATE CLOTHING CO.
0000017017	20384	TAILGATE CLOTHING CO.
0000017019	20384	TAILGATE CLOTHING CO.
0000017021	20384	TAILGATE CLOTHING CO.
0000017023	20384	TAILGATE CLOTHING CO.
0000017025	20384	TAILGATE CLOTHING CO.
0000017027	20384	TAILGATE CLOTHING CO.
0000017073	20018	ASA TEXTILE
0000017075	20018	ASA TEXTILE
0000017077	20018	ASA TEXTILE
0000017573	20384	TAILGATE CLOTHING CO.
0000017574	20384	TAILGATE CLOTHING CO.
0000017575	20384	TAILGATE CLOTHING CO.
0000017576	20384	TAILGATE CLOTHING CO.
0000017577	20384	TAILGATE CLOTHING CO.
0000017578	20384	TAILGATE CLOTHING CO.
0000017579	20384	TAILGATE CLOTHING CO.
0000017612	20178	MOSGEN
0000017706	20243	SHROFF & CO. LTD.
0000017711	20243	SHROFF & CO. LTD. FOUR HOUSE SOURCING
0000017756	20091	PVT. FOUR HOUSE SOURCING
0000017759	20091	PVT.

PO#	Supplier #	Supplier
0000017760	20091	FOUR HOUSE SOURCING PVT.
0000017761	20091	FOUR HOUSE SOURCING PVT.
0000017764	20253	SOLSTICE INDIA
0000017765	20253	SOLSTICE INDIA
0000017773	20253	SOLSTICE INDIA
0000017774	20253	SOLSTICE INDIA
0000017775	20253	SOLSTICE INDIA
0000017776	20253	SOLSTICE INDIA
0000017777	20253	SOLSTICE INDIA
0000017780	20253	SOLSTICE INDIA
0000017839	20018	ASA TEXTILE
0000017840	20018	ASA TEXTILE
0000017841	20018	ASA TEXTILE
0000016633	20022	AUHC
0000016635	20022	AUHC
0000016695	20253	SOLSTICE INDIA
0000016697	20253	SOLSTICE INDIA
0000016724	20178	MOSGEN
0000016761	20017	APPAREL UNITED
0000016763	20017	APPAREL UNITED
0000016800	20171	MH CONCEPTS FOUR HOUSE SOURCING
0000016831	20091	PVT.
0000016888	20018	ASA TEXTILE
0000016890	20018	ASA TEXTILE
0000016892	20018	ASA TEXTILE
0000016894	20018	ASA TEXTILE
0000016896	20018	ASA TEXTILE
0000016898	20018	ASA TEXTILE
0000016900	20171	MH CONCEPTS
0000016969	20243	SHROFF & CO. LTD.
0000016971	20243	SHROFF & CO. LTD.
0000016973	20243	SHROFF & CO. LTD.
0000016975	20243	SHROFF & CO. LTD.
0000016977	20243	SHROFF & CO. LTD.
0000016979	20243	SHROFF & CO. LTD.
0000016981	20243	SHROFF & CO. LTD.
0000017352	20178	MOSGEN
0000017353	20178	MOSGEN
0000017371	20022	AUHC
0000017372	20022	AUHC

PO#	Supplier #	Supplier
		FOUR HOUSE SOURCING
0000017387	20091	PVT.
0000017403	20171	MH CONCEPTS
0000017404	20171	MH CONCEPTS
0000017405	20171	MH CONCEPTS
0000017406	20171	MH CONCEPTS
0000017407	20171	MH CONCEPTS
0000017425	20253	SOLSTICE INDIA
0000017438	20243	SHROFF & CO. LTD.
0000017439	20243	SHROFF & CO. LTD.
0000017440	20243	SHROFF & CO. LTD.
0000017441	20243	SHROFF & CO. LTD.
0000017442	20243	SHROFF & CO. LTD.
0000017443	20243	SHROFF & CO. LTD.
0000017444	20243	SHROFF & CO. LTD.
0000017445	20243	SHROFF & CO. LTD.
0000017446	20243	SHROFF & CO. LTD.
0000017447	20243	SHROFF & CO. LTD.
0000017467	20017	APPAREL UNITED
0000017468	20017	APPAREL UNITED
0000017492	20018	ASA TEXTILE
0000017558	20018	ASA TEXTILE
0000017558	20018	ASA TEXTILE
0000017560	20018	ASA TEXTILE
0000017561	20018	ASA TEXTILE
0000017562	20018	ASA TEXTILE
0000017563	20018	ASA TEXTILE
0000017564	20018	ASA TEXTILE
0000017565	20018	ASA TEXTILE
0000017566	20018	ASA TEXTILE
0000017567	20018	ASA TEXTILE
0000016632	20022	AUHC
0000016634	20022	AUHC
0000016696	20253	SOLSTICE INDIA
0000016723	20178	MOSGEN
0000016760	20017	APPAREL UNITED
0000016762	20017	APPAREL UNITED
0000016799	20171	MH CONCEPTS
		FOUR HOUSE SOURCING
0000016830	20091	PVT.
0000016887	20018	ASA TEXTILE
0000016889	20018	ASA TEXTILE
0000016891	20018	ASA TEXTILE



PO#	Supplier #	Supplier
0000016893	20018	ASA TEXTILE
0000016895	20018	ASA TEXTILE
0000016897	20018	ASA TEXTILE
0000016899	20171	MH CONCEPTS
0000016968	20243	SHROFF & CO. LTD.
0000016970	20243	SHROFF & CO. LTD.
0000016972	20243	SHROFF & CO. LTD.
0000016974	20243	SHROFF & CO. LTD.
0000016976	20243	SHROFF & CO. LTD.
0000016978	20243	SHROFF & CO. LTD.
0000016980	20243	SHROFF & CO. LTD.
0000017638	20243	SHROFF & CO. LTD.
0000017639	20243	SHROFF & CO. LTD.
0000017640	20243	SHROFF & CO. LTD.
0000017641	20243	SHROFF & CO. LTD.
0000017642	20243	SHROFF & CO. LTD.
0000017643	20243	SHROFF & CO. LTD.
0000017644	20243	SHROFF & CO. LTD.
0000017663	20178	MOSGEN FOUR HOUSE SOURCING
0000017671	20091	PVT.
0000017681	20017	APPAREL UNITED
0000017682	20017	APPAREL UNITED
0000017697	20022	AUHC
0000017698	20022	AUHC
0000017724	20171	MH CONCEPTS
0000017725	20171	MH CONCEPTS
0000017744	20253	SOLSTICE INDIA
0000017745	20253	SOLSTICE INDIA
0000017802	20018	ASA TEXTILE
0000017803	20018	ASA TEXTILE
0000017804	20018	ASA TEXTILE
0000017805	20018	ASA TEXTILE
0000017806	20018	ASA TEXTILE
0000017807	20018	ASA TEXTILE

**Schedule 2.1.5  
Additional Fixtures**

**Charlotte Russe Purchased Fixtures**

*February 4, 2016*

	Total Quantity
<b>Sign Holders:</b>	
White Frame Small	69
White Frame Large	60
Reclaimed wood Small (top and bottom)	142
Reclaimed wood Large (top and bottom)	117
<b>Containers:</b>	
Basket (Round, Small, 8.5" dia. x 3.75"H)	40
Basket (Round, Large, 11"dia.x4.5"H)	48
Basket (Rectangular, Shallow, 9.75"Wx13"Dx4.75"H)	30
Nesting Baskets (set of 3)	32
Rice Buckets (wooden)	58
Goodie jar (Small .5 gallon)	31
Goodie Jar ( Medium, 1 gallon)	32
Goodie jar (Large, 2 gallon)	20
Shoe Riser (Baby (6"L x 5"W x 2"H)	55
Shoe Riser Kids (8"L x 6"W x 3"H)	79
Shoe Riser Kids (9"L x 7"W x 4"H),	66
<b>Fixtures:</b>	
Hang Bar (freestanding straight bar)	17
T Stand	43
Table top T stands	32
Jewelry Fixture (Jewelry)	1
6' picnic table	6
Accessory Shelves	2
Baby Mannequin only	18
Cashwrap	1
Console	1
Marketing Frames	6
Nesting Tables (2 sets)	13
Platform	2
Small Round Table	4

Workbench kids	8
<b>Furniture:</b>	
Pouf, Round, Natural	1
Pouf, Round, Pink	1
Pouf, Round,	7
Pouf, Square, Natural (Natural, 18x18x13)	2
Pouf, Square, Silver (18x18x13, silver)	4
Leather Bench in bathroom	5
Circus Tables	3
Wooden round stool	1
<b>Visual Props:</b>	
Soda Crates (Pepsi, coke, 7up)	91
Fruit crates (bigger deeper)	36
Wooden step ladder (3 step)	10
Camera	20
Globe	9
Suitcases	42
Vintage Galvanized buckets	25
Galvanized Florist buckets (tall)	44
Wooden alphabet Block set	6
Marketing Frames: (Large White frames hanging on wall)	40
<b>Fixture Components:</b>	
Workbench Shelves- (grey)	70
Workbench shelf brackets	214
Workbench Hang rod bracket (2") 3- prong	89
Workbench hang rod bracket (12')	64
Workbench Hang rod (36")	145
<b>Feature Walls:</b>	
4' feature wall	5
7' feature wall	1
9' feature wall	4
4ft. Feature Wall Shelves	46
Feature wall shelf bracket	390
Feature Wall hang bar bracket (2") 2-prong	308

Feature Wall Hang bar bracket (12")	<b>219</b>
Feature wall hang bar (47")	<b>78</b>
Face out bracket (short)	<b>56</b>
Face out bracket (long)	<b>511</b>
Shelf (34")	<b>137</b>
Hang bar (34")	<b>68</b>
48" Feature Wall Shelves (4',7',9' WALLS)	<b>72</b>
Feature wall shelf bracket (+ baby feature)	<b>402</b>
Feature Wall Hang bar bracket (12") (included in baby)	<b>38</b>
6' baby monkey bar	<b>3</b>
7' Baby Monkey Bars	<b>1</b>
7' Kids Monkey Bar	<b>1</b>
8' kids monkey bars	<b>6</b>
Large Baby Feature Wall w/ 2 side Cabinet	<b>3</b>
<b>Mannequins:</b>	
Xsmall	<b>78</b>
Middle Size	<b>75</b>
Largest size	<b>34</b>

**4498**

**Schedule 3.2.4**  
**Assumed Contracts Requiring Consents to Assignment**

1. Card Services Agreement (consisting of Card Services Terms & Conditions and Merchant Application) by and among Global Payments Direct, Inc., Wells Fargo Bank and Peek Aren't You Curious, Inc. dated March 17, 2015.
2. Order Form and Software License Agreement between X.commerce, Inc. (Formerly Magento, Inc.) and Peek...Aren't You Curious as Licensee, dated April 17, 2012.
3. Software License Agreement between Island Pacific Systems, Inc. and Peek Aren't You Curious, dated March 30, 2012, as amended.

#### **Schedule 9.4 Litigation**

1. *Bagdhassarian v. Peek Aren't You Curious*, (unfiled) threats claims against Seller for alleged violation of the Song Beverly Credit Card Act and other provisions of California law.
2. Potential claims against Seller for alleged violations of the Americans With Disabilities Act and similar state and local laws relating to the operation of Seller's Ecommerce platform.

**Schedule 9.5**  
**Exceptions regarding Assumed Leases and Assumed Contracts**

None.

**Schedule 9.10.1**  
**Exceptions regarding Intellectual Property**

None.



**Schedule 9.10.3**  
**Proceedings relating to Intellectual Property**

None.

SCHNADER HARRISON SEGAL & LEWIS LLP  
650 CALIFORNIA STREET, 19TH FLOOR  
SAN FRANCISCO, CA 94108-2736  
TELEPHONE: 415-364-6700  
FACSIMILE: 415-364-6785

**Exhibit B**

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# Peek . . Aren't You Curious, Inc.

Evaluation of 8 Store Sale Scenario\* v. 20 Store Closure Scenario\*\*

\*(assumes Mar. 15, 2016 closing date for sale)

\*\* (assumes liquidation of remaining 8 stores starting after March 1)

8 Store Sale Scenario		20 Store Closure Scenario
1,124,741	Beginning Cash Position (as of Feb. 5, 2016)	1,124,741
	<u>February Activity</u>	
	<u>Revenues</u>	
512,476	Retail Sales (8 stores TB sold)	512,476
680,592	Gordon Bros Liquidation Proceeds (12 stores TB closed)	680,592
50,755	eCommerce, less Expenses	50,755
308,891	Wholesale (Nordstrom)	308,891
	Other	
	<u>Administrative Claims</u>	
492,190	Headquarters/Store Staff (incl. benefits and payroll tax)	492,190
220,305	Rent (post-bankruptcy period)	220,305
	Post-Bankruptcy Inventory Deliveries (plus est. 503(b)(9) claims)	850,438
20,000	Taxes and Insurance	20,000
78,000	Gordon Brothers Commission and Supervision	78,000
66,000	Store Expenses (Utilities, Supplies, Credit Card Fees)	66,000
65,000	Marketing	65,000
7,000	Information Technology	7,000
52,189	Logistics/Warehouse	52,189
15,000	Ch.11 Professional Fees***	15,000
14,000	Other	14,000
1,647,770	February Ending Cash (net of accrued post-BK expenses)	797,332
	<u>March Activity</u>	
	<u>Revenues</u>	
449,216	Retail Sales (8 stores TB sold)	-
-	Gordon Bros Liquidation Proceeds (add'l 8 stores TB closed)	453,728
29,838	eCommerce, less Expenses	-
	Wholesale (Nordstrom)	597,654
	Other	
	<u>Administrative Claims</u>	
251,291	Headquarters/Store Staff (incl. benefits and payroll tax)	343,500
87,600	Rent	142,600
-	Post-Bankruptcy Inventory Deliveries (plus est. 503(b)(9) claims)	-
10,000	Taxes and Insurance	10,000
21,000	Store Expenses (Utilities, Supplies, Credit Card Fees)	42,000
10,000	Marketing	-
4,000	Information Technology	7,000
13,047	Logistics/Warehouse	26,095
50,000	Ch.11 Professional Fees***	75,000
7,000	Other	14,000
1,672,885	March Ending Cash (net of accrued expenses)	1,188,520
	<u>April Activity (through Apr. 15)</u>	
	<u>Administrative Claims</u>	
-	Headquarters/Store Staff (incl. benefits and payroll tax)	128,500
-	Rent	32,600
-	Post-Bankruptcy Inventory Deliveries (plus est. 503(b)(9) claims)	-
-	Taxes and Insurance	2,000
-	Marketing	-
-	Information Technology	2,000
-	Logistics/Warehouse	3,000
-	Ch.11 Professional Fees	-
1,672,885	Ending Cash (net of accrued expenses)	1,020,420
	<u>Priority Claims</u>	
230,000	Employees	230,000
	Taxes	-
1,442,885	Remaining Cash	790,420
	<u>Unsecured Non-Priority Claims</u>	
2,674,051	Lease Rejection Claims (capped)	4,212,725
50,000	Contract Rejection Claims	unknown
40,000	Gift Card Liability	175,000
178,987	Attract Liability	40,000
2,943,038	Davis Polk Outstanding Legal Fees	178,987
	Total Estimated Non-Priority Claims Pool	4,606,712
49%	Est. Percentage Distribution to Unsecured Creditors	17%

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**Exhibit C**

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Last Name	First Name	Job Title	Compensation Type	Annual Salary/Hourly Rate
<b>Headquarters:</b>				
Byington	Ann	Director Of Ecommerce	Salary	139,999.86
Canales	Maria C	Chief Executive Officer	Salary	206,000.08
Canales	Marta	Special Projects	Salary	65,000.00
Klein	Jason	Chief Financial Officer	Salary	220,000.04
Valentine-Wafer	Whitney	Director Of Finance	Salary	91,999.96
Anderman	Marci	Director of Human Resources	Salary	145,000.00
Cheong	David	Director Of It	Salary	169,999.96
Ward	Tana	Creative Dir Prod Dsgn & Merch	Salary	200,000.06
Vanzanten	Kate	Director Of Store Construction	Salary	125,000.20
Wais	Christian	General Manager	Salary	200,000.06