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07 CV 6108

JUDGE CASTEL

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
FASHION WORLD, LTD.,

Plaintiff,

- against -

JEFF GREEN, ZIARI INTERNATIONAL, LTD.,
US MERCHANTS FINANCIAL GROUP, INC.,
THE MERCHANT OF TENNIS, INC., LISA
NUNZIATA and METAMORPHOSIS, INC.,

Defendants.
-----X

07-CV-

JUN 28 2007

U.S. S.D. N.Y.
COMPLAINT CASHIERS

Preliminary Injunction Requested

Plaintiff, by its attorneys Ballou Stoll Bader & Nadler, P.C., states, upon information and belief:

JURISDICTION AND VENUE

1. In chief, this is an action for relief under the Trademark Act of 1946, 15 U.S.C. §§ 1051, *et seq.*, as amended by the Trademark Counterfeiting Act of 1984, Public Law 98-473 ("the Lanham Act"), including for (but not limited to) counterfeiting, infringement and dilution of a trademark owned by plaintiff. In addition, plaintiff seeks relief for defendants' related misconduct including breaches of contract and of the covenant of good faith and fair dealing, interference with business advantage, unjust enrichment, unfair competition and deceptive business acts and practices under the laws of the State of New York.

2. The Court has original jurisdiction pursuant to **15 U.S.C. §§ 1116 and 1121** and under **28 U.S.C. §§ 1331, 1332 and 1338 (a) and (b)**. Pursuant to **28 U.S.C. § 1367** this Court has supplemental jurisdiction over plaintiff's claims for trademark infringement, trade name infringement, unfair competition, and dilution and under the laws of the State of New York.

3.. Venue is proper in this District pursuant to **28 U.S.C. §§ 1391 and 1400** in that a substantial part of the events involved in the claims occurred in this district.

THE PARTIES

4. Plaintiff Fashion World, Ltd. and its affiliates ("plaintiff" or "Fashion World") is a corporation, organized and existing under the laws of the British Virgin Islands, and is duly authorized to do business in the State of New York.

5. At all times relevant to this action, Fashion World was and still is the owner and Licensor, for any and all purposes (including the design, manufacture, advertising, promotion, marketing, sale and distribution of fashion products) of the trademark, "**F by Fortuna Valentino**" ("the Mark"), which is duly registered in the Principal Register of the United States Patent and Trademark Office ("USPTO").

6. The Mark is a valuable and exclusive high fashion symbol which derives its high standing in the fashion markets in part from its association with the generations-old "Valentino" family fashion dynasty and in part from the high quality of the products with which plaintiff permits the Mark to be associated. At all times relevant to this action plaintiff has acted, and continues to act, to protect the standing, quality and integrity of the Mark in order to preserve and further enhance its value.

7. Defendant Jeff Green ("Green") is a principal and the Chief Executive Officer ("CEO") of US Merchants Financial Group, Inc. ("USM"), The Merchants of Tennis, Inc. ("MOT") and Ziari International, Ltd. ("Ziari"), each of which is a California entity having its principal place of business in or around Los Angeles, California.

8. Defendant Green engaged in the wrongful acts described herein for his personal benefit and enrichment, utilizing his complete dominion and control over USM's, MOT's and Ziari's business transactions and activities, which he operated as his agents and as the agents of each other.

9. Defendant Lisa Nunziata, also known as Lisa A. Nunziata, Lisa A. Gherardi, Lisa Nunziata Gherardi and Lisa Nunziata Gherard ("Nunziata"), is a natural person who resides and transacts business in the State of New York, including in the name of Metamorphosis, Inc., a New York corporation ("Metamorphosis").

10. Defendant Nunziata engaged in the wrongful acts described herein for her personal benefit and enrichment, utilizing her complete dominion and control over the business transactions and activities of Metamorphosis, which she operated as her agent and instrumentality.

PLAINTIFF'S LIMITED LICENSE TO ZIARI

11. Plaintiff's business includes the granting of limited, individual licenses to various persons and business entities, to design, manufacture, advertise, promote, market, sell and distribute one or more specific types of fashion products bearing the Mark.

12. On or about January 26, 2005, plaintiff, as the owner and licensor

of the Mark, and defendant Ziari, as licensee, entered into and executed a written License Agreement ("the License Agreement"), a true and complete copy of which is annexed as **Exhibit A**.

13. In the written License Agreement in **Exhibit A**, plaintiff conveyed to Ziari a limited license (hereinafter: "the written License"), for the calendar years 2005 through 2008, to use the Mark, subject to all of the written provisions in **Exhibit A**, in Ziari's design, manufacture, advertising, promotion, marketing, sale and distribution of certain specified types of "Licensed Products" as defined in section 1.1 of **Exhibit A**

14. The written License further limited Ziari, *inter alia*, to using the Mark only in connection with sales of Licensed Products to the superstores Costco, Sams and Bjs for resale by Costco, Sams and Bjs (in Ziari's reasonable belief) within The United States (as defined therein), Canada and Mexico.

PLAINTIFF'S ROYALTY RIGHTS

15. In section 4.1 of the written License Agreement in **Exhibit A**, defendant Ziari agreed to pay plaintiff, on a quarterly basis, commencing April 15, 2005 and thereafter, on or before each of the dates of January 15, April 15, July 15 and October 15 in the years 2005 through 2008, royalties equal to five percent of Ziari's net sales of the Licensed Products as provided in section 1.1 of **Exhibit A**.

16. Under section 5.1 of the written License Agreement in **Exhibit A**, plaintiff is entitled, *inter alia*, to full access to Ziari's books and records relating to the computation of royalties due plaintiff.

DEFENDANTS' ILLEGAL CONDUCT

17. Defendants Green, USM, MOT and Ziari, collectively or individually, have knowingly and willfully:

(1) distributed, sold and offered Licensed Products bearing the Mark for sale in interstate commerce, and have intentionally and deliberately concealed sales from the Licensor to avoid paying the royalties due to plaintiff under the License Agreement in **Exhibit A**;

(2) have misappropriated and converted the royalty amounts received by them upon for sales they have made in interstate commerce of Licensed Products bearing the Mark, due to plaintiff pursuant to the License Agreement, and

(3) have distributed, sold and offered products bearing the Mark for sale in interstate commerce, with which they are not authorized to so treat.

18. Defendants Green, USM, MOT and Ziari, collectively or individually, have offered for sale or sold the Licensed Products, have deliberately misled plaintiff and have concealed the amount of their sales of products bearing the Mark during each of the calendar quarters for the periods 2006.

19. For example, during the first quarter of 2006, plaintiff received from defendants Green, USM, MOT and Ziari, only one-half of the royalties due from the sale of the Licensed Products, receiving 2.5% of reported net sales instead of the 5% royalty under the terms of the Agreement. Annexed as **Exhibit B** is a copy of defendant Ziari's sales report showing that, in its February 23, 2006 sale of a "Fortuna Valentino Lounge Set" to Costco Canada New Club, Ziari paid plaintiff a royalty of only 2.5%, in clear breach of the License Agreement.

20. Likewise, defendant MOT deliberately and knowingly paid Plaintiff a 2.5% royalty in connection with its 2006 third quarter sale of Licensed Products to Sam's Club and Costco instead of the 5% royalty under the Agreement. See **Exhibit C**.

21. Defendant USM also deliberately and knowingly paid plaintiff less than its proper 5% royalties in connection with USM's 2006 fourth quarter sale of various Licensed Products. Calculated at 5% of USM's gross sales under the Agreement, Plaintiff's royalty is \$17,234. However, Plaintiff was paid only \$15,451. See **Exhibit D**.

22. Additionally, during the first quarter of 2007, defendant MOT again knowingly and deliberately paid Plaintiff less than a 5% royalty rate in connection with MOT's sale of the Licensed Products. In the attached Commission Statement (annexed as **Exhibit E**), MOT stated a 0.025% royalty rate being due to plaintiff and paid royalties of a mere \$9,877.89 based on admitted total sales of \$440,100.00; see, the check annexed as **Exhibit F**.¹

23. In addition to breaching their obligation to pay plaintiff its full royalties due under the License Agreement, defendants Green, USM, MOT and Ziari have also failed to include all of their sales in their required sales reports. For example, attached as **Exhibit G** is a receipt from Sam's Club of a purchase by one of plaintiff's principals of a Licensed Product sold to Sam's Club by the defendants. Plaintiff's close inspection of defendants' sales report for the third quarter 2006 reveals that this particular sale was not reported. In short, defendants knowingly and deliberately concealed sales in order to misappropriate and convert royalties due to plaintiff.

¹ Even assuming that MOT's total sales for this period was only \$440,100.00, defendants nevertheless paid plaintiff less than the royalties due under the License Agreement. On total sales of \$440,100.00, plaintiff is entitled to \$22,005.00 in royalties.

24. Plaintiff discovered further such fraudulent activity by defendants Green, USM, LOT and Ziari when it discovered USM's concealment of sales of the plaintiff's Spring/Summer 2007 collection. Indeed, one of USM's former sales brokers, who has since left USM, accounted to plaintiff for shipments of Licensed Products worth **\$2,553,267.46** for that Season. To date, plaintiff has not received royalties of \$127,663.73 due on those sales.

25. Further, defendants Green, USM, LOT and Ziari distributed and/or offered for sale and/or sold Licensed Products to customers other than the superstores Costco, Sams and BJs, which were their only authorized customers for Licensed Products. Attached as **Exhibit H** are copies of offers of sale of the Licensed Products posted on E-Bay, an online auction and shopping website not listed as an authorized channel of distribution under the License Agreement.

27. Defendants' unauthorized "sublicense" to E-Bay, and their sales to entities other than the authorized channels of distribution is causing and is likely to further cause confusion, mistakes and misinformation to and deception of the general purchasing public about the origin of the Licensed Products, Defendants Green's, USM's, MOT's and Ziari's misconduct is likely to deceive the public into believing that the Licensed Products being sold by third parties originate from, are associated with or are otherwise duly authorized and licensed by plaintiff, all to the damage and detriment of the Mark's reputation and goodwill.

28. Aside from deliberately and knowingly failing to pay plaintiff its full royalties, defendant USM has also egregiously concealed its unauthorized sales of handbags bearing the Mark ("handbag sales"). USM stated to Plaintiff that it had sold a

a mere 3,000 handbags from the Spring/Summer 2007 collection, but purchase orders from TJMaxx and Marshalls, completely unauthorized customers, show that they were able to buy more than 25,000 units. See **Exhibit I**. Defendants Green and USM deliberately concealed those sales from plaintiff.

29. In addition, and contrary to defendant USM's statements that it had made no handbag sales for the period ending March 31, 2007, purchase orders (annexed as **Exhibit J**) from QVC, Inc., another wholly unauthorized customer of defendants Green, USM, MOT and Ziari, show handbag sales totaling \$104,100.00. No royalties were paid on those sales.

30. USM further distributed, marketed, offered to sell and sold handbags bearing the Mark ("Infringing Products") totaling \$695,000.00 to various unauthorized distribution channels, and concealed their obligation to pay the \$34,750 in royalties which would have been due on those sales.

31. Defendants Nunziata and Metamorphosis, apparently having previously worked with defendants Green, USM, MOT and Ziari, have also infringed upon, misappropriated and counterfeited the Mark. Nunziata, seeking to avoid sharing revenues with defendants Green, USM, MOT and Ziari, proposed to plaintiff that it grant her an additional license to her, to market handbag bearing the Mark to customers other than Costco, Sam's and Bjs.

32. Plaintiff, having a right to issue such additional licenses, offered Nunziata an opportunity to demonstrate her marketing ability, but has never entered into a Licensing Agreement with Nunziata or Metamorphosis. Nunziata grossly exceeded

her authorization from plaintiff, by attempting to handle many more units than the test sampling which plaintiff had authorized.

33. Defendants communicate and cooperate with each other in their business and fraudulent operations in interstate and intrastate commerce, including commerce in the State of New York and in this judicial District, in violation of plaintiff's rights.

COUNT ONE

FEDERAL TRADEMARK COUNTERFEITING AND INFRINGEMENT (15 U.S.C. § 1114)

34. Plaintiff repeats and realleges its statements made in Paragraphs 1 through 33 above with the same force and effect as if fully stated hereat.

35. Plaintiff's Mark and the goodwill of the businesses associated with them in the United States are of great and incalculable value, are highly distinctive and appealing, and have become universally associated in the public mind with products of high quality, value and reputation.

36. Without plaintiff's authorization or consent, and having knowledge of plaintiff's well-known and prior rights in the Mark, and knowing that defendants' Infringing Products bear marks which are confusingly similar to Plaintiff's Mark, defendants have distributed, offered for sale, and/or sold their Infringing Products to the consuming public in direct competition with Plaintiff's sale of genuine Plaintiff's Products, in or affecting interstate and intrastate commerce.

37. Defendants' use of copies or simulations of plaintiff's Mark is likely to cause and is causing confusion, mistake and deception among the general

purchasing public as to the origin of the Infringing Products, and is likely to deceive the public into believing that the Infringing Products being sold by defendants originate from, are associated with or are otherwise authorized by Plaintiff, all to the damage and detriment of Plaintiff's reputation and goodwill.

38. Plaintiff is suffering and will continue to suffer irreparable harm and injury to its goodwill and reputation if defendants' activities are not enjoined, and plaintiff has no adequate remedy at law.

COUNT TWO

UNFAIR COMPETITION AND FALSE DESIGNATION OF ORIGIN (15 U.S.C. § 1114)

39. Plaintiff repeats and realleges its statements made in Paragraphs 1 through 33 above with the same force and effect as if fully stated hereat.

40. The Infringing Products sold by defendants are of the same general nature and type as plaintiff's Licensed Products and, as such, defendants' use of the Mark is likely to cause confusion to the general purchasing public.

41. By misappropriating and using plaintiff's Mark and trade dress, defendants misrepresent and falsely describe to the general public the origin and source of the Infringing Products and create a likelihood of confusion by ultimate purchasers as to both the source and sponsorship of such merchandise.

42. Defendants' unlawful, unauthorized and unlicensed offer for sale and/or sale of the Infringing Products creates express and implied misrepresentations that their Infringing Products were created, authorized or approved by plaintiff, all to Defendants' profit and Plaintiff's great damage and injury.

41. Defendants' aforesaid acts are in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125 (a), in that Defendants' use of Plaintiff's Mark, in connection with their goods and services, in interstate commerce constitutes a false designation of origin and unfair competition.

42. Plaintiff has no adequate remedy at law and, if the defendants' activities are not enjoined, Plaintiff will continue to suffer irreparable harm and injury to its goodwill, reputation and the value of the Mark.

COUNT THREE

FEDERAL TRADEMARK DILUTION (15 U.S.C. § 1125 [c])

43. Plaintiff repeats and realleges its statements made in Paragraphs 1 through 33 above with the same force and effect as if fully stated hereat.

44. Plaintiff's Mark is a "famous mark" within the meaning of § 43 (c) of the Lanham Act, 15 U.S.C. § 1125 (c) (1) and has been a famous mark prior to defendants' conduct as alleged herein.

45. Defendants' distribution, sale and/or offer for sale in commerce of the Infringing Products dilutes the distinctive quality of plaintiff's Mark, and was done with notice and full knowledge that such importation, distribution, sale and/or offer for sale was not authorized or licensed by plaintiff.

46. Defendants' aforesaid acts are in knowing and willful violations of Plaintiff's rights under section 43 (c) of the Lanham Act, 15 U.S.C. § 1125 ©.

47. Plaintiff has no adequate remedy at law and, if defendants' conduct is not enjoined, plaintiff will continue to suffer irreparable harm and injury to its good-

will, reputation and the value of the Mark.

48. As a result of defendants' activities, plaintiff has been damaged in an amount to be ascertained, but no less than \$200,000.00.

COUNT FOUR

COMMON LAW TRADEMARK AND TRADE NAME INFRINGEMENT

49. Plaintiff repeats and realleges its statements made in Paragraphs 1 through 33 above with the same force and effect as if fully stated hereat.

50. Plaintiff has built up valuable goodwill in its Mark and trade name.

51. With full knowledge of the fame of plaintiff's Mark and trade name, defendants are trading on the goodwill associated with plaintiff's Mark and trade names and are misleading the public into assuming a connection between the Infringing Products and plaintiff.

52. Defendants' unauthorized use of Plaintiff's mark and trade name on the Infringing Products is likely to and does permit defendants to pass off the Infringing Products to the general public as that of Plaintiff, all to the detriment of Plaintiff and the unjust enrichment of defendants.

51. Defendants' acts of trademark and trade name infringement causes confusion and misleads and deceives the public as to the source of defendants' Infringing Products, permits defendants to pass off the Infringing Products, permits defendants to pass off the Infringing Products as plaintiff's merchandise, and falsely suggests a connection between defendants and plaintiff and will continue to do so, in violation of the common law of the State of New York.

52. Defendants' acts of trademark and/or trade name infringement have caused and will continue to cause plaintiff irreparable harm unless restrained by this Court. Plaintiff has no adequate remedy at law.

COUNT FIVE
BREACH OF CONTRACT
(Failure to Pay Royalties)

53. Plaintiff repeats and realleges its statements made in Paragraphs 1 through 33 above with the same force and effect as if fully stated hereat.

54. Defendant Ziari agreed to pay plaintiff royalties equal to 5% of defendants' net sales of the Licensed Products under the Licensing Agreement. It also agreed to timely and accurately report all sales of the License Products.

55. Defendant Ziari knowingly withheld reporting sales of the Licensed Products and converted royalties due to Fashion World.

56. Defendant Ziari breached its contract with Fashion World.

57. Fashion World has performed all of its duties and obligations and has fulfilled any and all conditions, if any, required of it under the License Agreement.

58. By reason of defendant Ziari's breach and by virtue of the foregoing, Fashion World has been damaged in an amount to be determined according to the proof at trial, but believed to be in excess of Two Million Dollars (\$2,000,000.00), composed of direct, incidental and consequential damages.

COUNT SIX

**BREACH OF COVENANT OF
GOOD FAITH AND FAIR DEALING**

59. Plaintiff repeats and realleges its statements made in Paragraphs 1 through 33 above with the same force and effect as if fully stated hereat.

60. Defendant Ziari had a duty to perform its obligations under the License Agreement and to refrain from acting to deprive plaintiff of the benefits due to it thereunder, in accordance with the implied contractual duty of good faith and fair dealing inherent in every contract.

61. Defendant Ziari breached its duty of good faith and fair dealing by, inter alia, concealing and misrepresenting to plaintiff the amounts of its sales of Licensed Products.

62. By virtue of the foregoing, Fashion World has suffered damages in an amount to be determined according to the proof at trial, but believed to be in excess of Two Million Dollars (\$2,000,000.00), composed of direct, incidental and consequential damages.

COUNT SEVEN

BREACH OF CONTRACT (exclusivity)

63. Plaintiff repeats and realleges its statements made in Paragraphs 1 through 33 above with the same force and effect as if fully stated hereat.

64. Defendant agreed to sell the Licensed Products only to Costco, Sam's and BJ's, the only authorized channels of distribution under the License Agreement.

65. Defendant Ziari and its agents, USM and MOT, have sold certain products bearing the Mark to customers other Costco, Sam's and Bjs.

66. Fashion World has performed all of its duties and obligations and has fulfilled any and all conditions, if any, required of it under the License Agreement.

67. Fashion World has no adequate remedy at law, and if defendants' activities are not enjoined, Plaintiff will continue to suffer irreparable harm and injury to its goodwill and reputation and the value of the Mark.

COUNT EIGHT

INTERFERENCE WITH PROSPECTIVE ADVANTAGE

68. Plaintiff repeats and realleges its statements made in Paragraphs 1 through 33 above with the same force and effect as if fully stated hereat.

69. Defendants were expressly aware of the prospective royalty payments upon which Fashion World relied in granting the valuable License in Exhibit A to defendant Ziari.

70. Such prospective royalties were a protected interest of plaintiff as the owner and Licensor of the Mark.

71. By converting and concealing royalties due to Fashion World, defendants intentionally and without justification interfered with that interest of plaintiff.

72. But for defendants' interference, the prospective royalties would have been paid to plaintiff.

73. Defendants' deceptive and tortious acts and practices involve sales activities to the general public of a recurring nature and have irreparably harmed

plaintiff. Plaintiff will continue to suffer irreparable harm unless defendants are enjoined to provide an accounting to plaintiff of their sales of products bearing the Mark.

COUNT TEN

QUANTUM MERUIT

74. Plaintiff repeats and realleges its statements made in Paragraphs 1 through 33 above with the same force and effect as if fully stated hereat.

75. Defendants have benefitted by doing business with certain third parties by wrongfully selling Plaintiff's Licensed Products to entities other than to Costco, Sam's and Bjs, its sole authorized channels of distribution under the License Agreement.

76. Defendants have concealed and converted royalties due plaintiff derived from their sales of Plaintiff's Licensed Products.

COUNT ELEVEN

UNJUST ENRICHMENT

77. Plaintiff repeats and realleges its statements made in Paragraphs 1 through 33 above with the same force and effect as if fully stated hereat.

78. Defendants profited from sales of the Licensed Products by and through Ziari's role as licensee.

79. By reason of defendants' wrongful conduct, including without limitation defendants' misrepresentations to and concealments from Plaintiff, defendants have been unjustly enriched by withholding royalties due to plaintiff in violation of its rights.

80. None of the defendants have made restitution to plaintiff of any part of the royalties to which plaintiff is entitled.

COUNT TWELVE

UNFAIR COMPETITION UNDER NEW YORK LAW

81. Plaintiff repeats and realleges its statements made in Paragraphs 1 through 33 above with the same force and effect as if fully stated hereat.

82. Plaintiff has built up valuable good will in the Mark and the distinctive quality of its genuine Licensed Products.

83. Defendants' unauthorized distribution and "sublicense" to E-Bay and others, of Plaintiff's Licensed Products, and their use of the Mark is likely to and does permit defendants to palm off defendants' infringing goods as those of Plaintiff, all to the detriment of Plaintiff and the unjust enrichment of defendants.

84. Defendants, with full knowledge of the fame of the Mark, intended to and have traded on the goodwill associated with the Mark, and have misled and will continue to mislead the public into assuming a connection between themselves and plaintiff by their importation, distribution, sale and/or offer of sale of the unlicensed, unauthorized products.

85. Defendants' unauthorized use of the Mark has caused and is likely to continue to cause plaintiff damage by tarnishing the valuable reputation and public perception of plaintiff and its genuine goods. Defendants have further palmed off their goods as plaintiff's goods by misrepresenting to the consuming public, members of whom are likely to and do believe that the unlicensed products emanate from or are associated with Plaintiff.

86. The acts of defendants, which permit and accomplish confusion, mislead and deceive the public as to the source of defendants' goods, permit and accomplish palming off of defendants' goods as those of plaintiff and falsely suggest a connection with plaintiff, constitute acts of unfair competition with plaintiff in violation of the laws of the State of New York.

87. Defendants' willful deceptive acts have caused and will continue to cause plaintiff irreparable harm unless enjoined by this Court and plaintiff has no adequate remedy at law.

COUNT THIRTEEN

UNLAWFUL DECEPTIVE ACTS AND PRACTICES (New York General Business Law § 349)

88. Plaintiff repeats and realleges its statements made in Paragraphs 1 through 33 above with the same force and effect as if fully stated hereat.

89. Defendants, without plaintiff's authorization or consent, and having knowledge of plaintiff's well-known and prior rights in the Mark, and knowing that defendants' unlicensed products bear marks which are confusingly similar to plaintiff's Mark, have imported, distributed, offered for sale and/or sold the infringing products to the consuming public in direct competition with plaintiff's right to receive the benefit of authorized sales of genuine merchandise.

90. Defendants' use of copies or simulations of the Mark is likely to cause and is causing confusion, mistake and deception among the general purchasing public as to the origin of defendants' infringing and unlicensed products and is likely to

deceive the public into believing the infringing products being sold by defendants originate from, are associated with, or are otherwise authorized by Plaintiff.

91. Defendants' deceptive acts and practices involve sales to the general public of a recurring nature.

92. Plaintiff has no adequate remedy at law and, if defendants' activities are not enjoined, plaintiff will continue to suffer irreparable harm and injuries to its goodwill and reputation and the value of the Mark through the improper activities of defendants.

WHEREFORE, plaintiff demands judgment:

1. Enjoining and restraining defendants, their shareholders, directors, officers, employees, agents, servants, parents, affiliates, insiders attorneys, confederates, and all other persons acting for, with, by, through or under them, first preliminarily enjoined and restrained, at first during the pendency of this action and, thereafter, permanently:

A. from using in any manner the plaintiff's Mark, alone or in combination with any word, symbol, or words which so resemble said trademark as to be likely to cause confusion, deception, or mistake on or in connection with the advertising, offering for sale, or sale of any product not plaintiff's, or not authorized or licensed by plaintiff to be sold in connection with plaintiff's Mark;

B. from passing off, inducing, or enabling others to sell or pass off any product as and for products produced by plaintiff, not plaintiff's, or not produced under the control and supervision of plaintiff and approved, licensed and authorized by plaintiff for sale under plaintiff's Mark;

C. from committing any acts calculated to cause purchasers to believe that defendants' products are those sold under the control and supervision of plaintiff, or sponsored or approved by, or licensed by, or connected with, or guaranteed by, or produced under the control and supervision of plaintiff;

D. from otherwise competing unfairly with plaintiff in any manner;

E. from shipping, delivering, distributing, returning or otherwise disposing of, in any manner, products or inventory not manufactured by or for plaintiff, nor authorized nor licensed by plaintiff to be sold or offered for sale, and which bear the Mark.

F. Directing defendants to forthwith deliver up to plaintiff any and all products, guarantees, circulars, price lists, labels, signs, prints, packages, wrappers, pouches, receptacles, advertising matter, promotional, and other materials in the possession of defendants or under their control bearing any of the Mark, or each of them alone or in combination with any other words, or used in connection with the importation, distribution, advertising, offering for sale or sale of products not plaintiff's, or not made under the authorization and control of plaintiff;

G. directing defendants to deliver to plaintiff a complete list of customers and other entities to which they have distributed and/or sold products bearing the Mark, or products not authorized or licensed by plaintiff to be sold in connection with the Mark;

H. directing defendants, within thirty (30) days after service of an Order or Judgment with notice of entry thereof upon it, to file with the Court and serve upon plaintiff a written report under oath setting forth in detail the manner in which

defendants have complied with Paragraphs 1 through 4, *supra*, and to comply with any and all other proper notices and demands for disclosure;

1. directing defendants to account for sales and profits realized by them by reason of defendants' unlawful acts herein alleged, to pay over the royalties due, and that the amount of damages for defendants' unlawful distribution, sale and offers to sell Licensed Products to entities other than the authorized channels of distribution be increased by a sum not exceeding three times the amount thereof as provided by law;

2. After trial, entering a money judgment in favor of plaintiff against defendants, individually, or jointly and severally, in the amount of at least Four Million Dollars (\$4,000,000.00).

3. Granting plaintiff reasonable attorneys fees and such other and further relief as the Court may deem equitable under applicable federal and New York state laws.

Dated: New York, New York
June 27, 2007

BALLON STOLL BADER & NADLER, P.C.

By: 

Vano I. Haroutunian (VH1010)

Attorneys for Plaintiff
1450 Broadway – 14th Floor
New York, New York 10018
(212) 575-7900

LICENSE AGREEMENT

LICENSE AGREEMENT dated as of January 26, 2005, between FASHION WORLD, LTD., a BVI corporation, for itself and its affiliates ("Licensor"), and ZIARI, LLC, a California limited liability company ("Licensee").

WHEREAS, Licensor is engaged in the business of licensing the design, manufacture, distribution and promotion of high quality fashion apparel and is authorized to license the Trademark defined herein;

WHEREAS, Licensee is in the business of designing, manufacturing, promoting and selling apparel and desires to obtain the right to use the Trademark in connection with the design, manufacture, promotion and sale of Licensed Products to Authorized Channels of Distribution in the Territory, as such terms are defined herein; and

WHEREAS, Licensor is willing to grant the license provided herein;

NOW, THEREFORE, the parties hereto, in consideration of the premises hereof and other good and valuable consideration, hereby agree as follows:

I DEFINITIONS

1.1 **Definitions.** The following terms used herein shall have the meanings given to such terms below:

"This Agreement" means this License Agreement among Licensor and Licensee.

"Authorized Channels of Distribution" means the superstores: Costco, Sams and BJ's.

"Confidential Information" means non-public information received from a party to this Agreement, including financial information, operating procedures and techniques, concepts, drawings, designs, samples, promotional materials, marketing and sales strategies and procedures, and all other information labeled "Confidential" by such party with reference to this Agreement.

"Contract Year" means, for the 1st Contract Year, the period from the execution hereof until December 31, 2005; and for Contract Years thereafter, the calendar years ending on December 31, 2006, 2007, and 2008 and if this Agreement is extended pursuant to Section 12.1 hereof, also the calendar years ending on December 31, 2009 and 2010.

"License" means the license granted by Licensor to Licensee pursuant to Section 2.1 hereof.

"Licensed Products" means undergarments, underwear, lingerie, socks, loungewear and active wear (including, without limitation, athletic wear, track suits, warm-up suits, sweat shirts and jackets), sportswear, casual wear, dress wear (including pants, tops, shirts, sweaters, knitwear and jackets and

other outerwear), shoes, handbags, eyewear and accessories and pet products and accessories when bearing the Trademark.

"Licensee" means Ziari, LLC, a California limited liability company.

"Licensor" means Fashion World, Ltd., a BVI corporation.

"Manufacturer" means, with respect to any Licensed Products, the manufacturer thereof and any affiliates of such manufacturer.

"Net Sales" means the aggregate amount received by Licensee during the period for which Royalties are being computed for the sale of Licensed Products sold by Licensee, less (i) freight, and (ii) returns for which refunds of amounts previously subject to Royalties are made.

"Royalties" means royalties equal to 5% of Net Sales of Licensed Products payable by Licensee with respect to any specified period.

"Term hereof" means the period of three Contract Years ending on December 31, 200~~7~~⁸, subject to the rights of termination and renewal provided for herein.

"Territory" means the United States and its territories, protectorates and possessions, Canada and Mexico.

"Trademark" means the trademark "F by Fortuna Valentino" and any other trademark of Licensor which Licensor permits to be sold to or through warehouse clubs or other discount stores.

II LICENSE

2.2 Grant of License. Licensor hereby grants to Licensee the exclusive right and license to use the Trademarks in the Territory during the term hereof in connection with the design, manufacture, advertising, promotion, marketing, sale and distribution of Licensed Products; provided, however, that Licensee shall not be permitted to use the Trademarks in connection with sales to customers unless such customers are (i) Authorized Channels of Distribution, and (ii) reasonably believed by Licensee not to be purchasing for resale outside the Territory. Licensor reserves the right to use, and/or grant a license or sublicense to any third party to use, the Trademarks in the Territory during the term hereof in connection with the design, manufacture, advertising, promotion, marketing, sale or distribution of products in the categories included in Licensed Products to customers other than Authorized Channels of Distribution, subject to the restriction that Licensor shall not use, or authorize any third person to use, within or outside the Territory designs copied from or based upon designs developed by Licensee pursuant to this Agreement, provided however that no such license shall permit Licensed Products or products which are competitive to them to be sold to Mass Merchants other than through full price Department Stores such as Macy's, Nordstroms, Robinsons May, Sak's and the like. Licensee shall not be permitted hereby to grant any sublicense of the Trademark to any third party.

23 Use of Licensed Legend. Licensee shall be required to:

2.3.1 position the Trademark on Licensed Products, including labels, in such manner as is approved by Licensor; and

2.3.2 place on Licensed Products and all hangtags, boxes, tissue paper using a logo, and other wrapping and packaging used in connection therewith, in such manner as is approved in writing by Licensor, the legend "Licensed by Fashion World," or such other legend which indicates that Licensed Products were manufactured or imported, sold and distributed within the Territory under the License from Licensor.

24 Sale of Products. Licensee shall use commercially reasonable efforts to exploit the Trademark during the term hereof in respect of Licensed Products and to make and maintain adequate arrangements for the distribution, shipment and sale necessary to meet demand for Licensed Products in the Territory by Authorized Channels of Distribution, so as to maximize sales consistent with the quality and reputation of Licensor and the overall business of Licensee.

25 Labor Laws. It is Licensor's policy to require that all Licensed Products be manufactured only by Manufacturers complying with (i) any labor-law requirements in the country of manufacture, and (ii) the requirements set forth below. Licensee agrees to comply with such laws and requirements and to use reasonable efforts to cause any Manufacturer, acting with respect to Licensed Products, (x) to be aware of Licensor's said policy and agree to comply therewith, (y) to take steps to assure that neither prison nor military labor is used in the manufacture of Licensed Products and (z), where manufacturing is performed in countries which do not establish a legal minimum age for child labor or establish a minimum age of less than 14 years of age, to agree to take steps to assure that the labor of children of less than 14 years of age is not used in the manufacture of Licensed Products. Licensee shall obtain from each of its Manufacturers its duly executed certification of the foregoing agreements for the benefit of Licensor, a copy of each of which shall be delivered to Licensor.

III MANUFACTURING

3.1 Manufacturing. Licensee shall be permitted to manufacture or arrange for the manufacturing of any Licensed Products in such country or countries as it may select, provided that (i) the Manufacturer represents in writing that it will comply with the requirements of Section 2.4 hereof, (ii) the Manufacturer agrees in writing not to manufacture products for any person other than Licensee which are intended to be sold under any trademark or logo of Licensor or any of its affiliates, and (iii) Licensee shall arrange to allow Licensor to examine any such manufacturing facility and production runs of Licensed Products at any reasonable times during business hours. Notwithstanding the foregoing, Licensor shall have the right at any time to prohibit the use of a Manufacturer or proposed Manufacturer if Licensor reasonably determines that such Manufacturer (x) has made and/or sold unauthorized copies of Licensed Products, or is known in other circumstances to have made and/or sold unauthorized copies of the products of others, or (y) has repeatedly manufactured Licensed Products which fail to meet the quality requirements hereof. Licensee shall be responsible for the supervision of, and payment for, the

manufacturing of all Licensed Products, shall manufacture Licensed Products in accordance with designs and samples approved by Licensor, and shall indemnify Licensor and its affiliates against any and all claims for repair or replacement of defective products. From time to time, at the request of Licensor, Licensee shall send Licensor samples of Licensed Products or other evidence agreed on by the parties demonstrating that such Licensed Products are being manufactured in accordance with the quality standards required hereunder.

3.2 Product Liability Insurance. Licensee shall obtain from a licensed insurer qualified to do business in the State of California, and maintain in full force and effect at its own expense for all Licensed Products sold by Licensee, products liability coverage in an amount not less than \$2,000,000, combined single limit, with respect to Licensed Products, such coverage to be comparable with coverage maintained for other products distributed by Licensee. Such coverage may be part of a blanket policy maintained by Licensee in connection with such other products and shall provide protection against all claims, demands and causes of action arising out of product liability. Such insurance shall name Licensor as an additional insured, and shall provide for at least ten-days' prior written notice to Licensor and Licensee from the insurer in the event of any modification, cancellation or termination thereof. Licensee shall from time to time, upon reasonable request by Licensor, furnish or cause to be furnished to Licensor evidence, such as a certificate of insurance, of the maintenance of the insurance as herein required.

3.3 Designs. Licensee shall be responsible for the design of Licensed Products, working in cooperation with Licensor. Such designs shall be appropriate to enhance and preserve the reputation of the Trademark and shall not be used unless approved by Licensor as required in Article VI hereof. All designs developed by Licensee shall be deemed to have been developed exclusively by Licensee for use by Licensee, and with respect to all designs which are actually sold by Licensee bearing the Trademarks during the period of this agreement neither Licensee nor Licensor shall use, permit, license or authorize any other person to use such designs for any products other than with the consent of both Licensor and Licensee. During the term of this agreement, Licensor may obtain a license to use designs and/or products developed by Licensee outside the Territory on such terms as may be agreed between Licensor and Licensee.

3.4 Licensor's Right to Purchase. Licensor shall have the right to require Licensee to sell to Licensor such quantity of Licensed Products as Licensor may order, for a price reflecting a discount of 10% from Licensee's normal wholesale prices; provided, however, that Licensor's orders for such Licensed Products shall be submitted to Licensee at the times that Licensee normally accepts orders for such Licensed Products in such quantities. Sales to Licensor pursuant to this Section shall not be subject to Royalties.

ROYALTIES

4.1 **Royalties.** In consideration of Licensor's grant to Licensee of the right and license to use the Trademark, Licensee shall pay to Royalties to Licensor with respect to the sale of Licensed Products in accordance with the terms and conditions of this Agreement. Such Royalties shall be paid by Licensee to Licensor quarterly not later than the 15th days of January, April, July and October of such Contract Year, beginning April 15, 2005, with respect to Royalties accrued but unpaid through the end of the immediately preceding calendar quarter; provided, however, that Licensee shall pay \$10,000 to Licensor upon the execution hereof, which \$10,000 shall be credited against Royalties otherwise first payable hereunder.

4.2 **Manner of Payment.** All payments by Licensee to Licensor hereunder shall be made by check or wire transfer as Licensee may elect. If made by wire transfer, payment shall be to an account to be designated by Licensor, with a copy of an advice relating thereto faxed to Licensor as provided in Section 13.7 hereof.

4.3 **Taxes.** Licensee shall bear all taxes, duties and other governmental relating to or arising under this Agreement, including income, sales, use, value-added and excise taxes and any other charges relating to or imposed on any Royalties payable by Licensee to Licensor hereunder.

V

ACCOUNTING STANDARDS

5.1 **Books and Records.** All computations relating to the determination of the amount of Royalties due and payable pursuant to this Agreement shall be made in accordance with generally accepted accounting principles in the United States. Licensee shall permit Licensor or its duly authorized representatives, at Licensor's expense, full access to all records and documents relating to the computation of Royalties due hereunder at mutually convenient times during Licensee's usual business hours for inspection purposes, except that in the event that any inspection by or on behalf of Licensor reveals that the amount paid to it for any Contract Year is less by at least 7% than the amount due hereunder, the cost of such inspection shall be payable by Licensee without prejudice to other claims by Licensor and the amount not paid when due shall be paid by Licensee to Licensor promptly upon the determination of the amount so due with interest from the date payment of the additional amount is demanded at a rate equal to 2% per annum above the prime rate charged from time to time by a major money-center bank selected for such purpose by Licensor.

5.2 **Statements.** Licensee agrees to submit to Licensor along with each payment of Royalties a statement, signed and certified by a duly authorized officer in charge at Licensee, showing the gross amount of sales of Licensed Products during such calendar quarter, broken down by jurisdiction in which such sales occurred and otherwise into reasonable categories, together with all discounts and allowances given and returns credited, and a report summarizing the progress of the business with respect to the Licensed Products during such calendar quarter.

VI
APPROVALS

6.1 **Approvals.** Licensor has the right to approve or disapprove each of the following in its sole discretion (any such approval or disapproval to be given as provided in Section 6.2 hereof):

- (a) The selection of any Manufacturer of Licensed Products hereunder;
- (b) The design, quality and taste of Licensed Products, which approval shall be required before Licensee may make any line-opening or start production or sales of such Licensed Products;
- (c) The position of the Trademark on Licensed Products and the placement on Licensed Products and all wrapping or packaging used in connection therewith of the legend required by Section 2.2(b) hereof; and
- (d) Any advertising and sales promotion materials in relation to the promotion of image and reputation of the Trademark and the Licensed Products, including any catalogues and brochures showing the Trademark or products bearing the Trademark, which approval shall be required before the release, publication and/or production of such material or catalogues.

6.2 **Approval or Disapproval.** Licensor shall be required to deliver to Licensee a written approval or disapproval of any prototypes of Licensed Products, actual Licensed Products and/or advertising and sales-promotion materials within 5 calendar days after receipt of a written request therefor from Licensee. In the event that Licensor disapproves of such items and/or materials, Licensor shall state the reasons therefor, including identification of any items or materials Licensor considers inappropriate, so that Licensee may, if possible, correct or cure any defect therein. Items not disapproved in writing within the aforesaid 5-day period shall be deemed to have been approved.

VII
QUALITY OF LICENSED PRODUCTS

7.1 **Quality Standard.** Licensee shall use its best efforts to assure that Licensed Products shall be of such high quality as may be required and approved by Licensor in order to maintain the good reputation of the Trademark.

7.2 **Samples.** In order to assure the quality of the Licensed Products, Licensee shall submit to Licensor free of charge a reasonable number of representative samples of prototypes of all Licensed Products prior to the date of commencement of manufacture of such Licensed Products, and a reasonable number of representative samples of the actual Licensed Products prior to the date of commencement of sale thereof, for inspection purposes. In addition, a reasonable number of representative samples of any advertising and sales-promotion materials or documents shall be submitted by Licensee to Licensor prior to the production or actual use thereof. What constitutes a reasonable number hereunder shall be

determined by Licensee. The foregoing is in addition to Licensee's responsibility to furnish Licensor with samples of all Manufactured Products ordered by Licensor from Licensee pursuant to Section 3.4 hereof or for editorial purposes, for which samples Licensor shall pay Licensee a price equal to Licensee's production cost (excluding any developmental costs). **SAMPLES AT NO COST.**

VIII

ADVERTISING AND SALES PROMOTION

8.1 **Promotional Policies.** Licensee may, in its discretion, promote and advertise Licensed Products in the Territory and shall communicate to Licensor quarterly in reasonable detail any promotional and advertising policies, plans, photographs, press kits, and budgets for the current and forthcoming period.

IX

TRADEMARKS

9.1 **Registration.** Licensor hereby represents to Licensee that (i) it is fully authorized to grant the License provided for herein, and (ii) the Trademark has been registered in each jurisdiction contained in the Territory.

9.2 **Policing and Defending Trademark.** Licensee shall notify Licensor of any apparent infringement of the Trademark in the Territory by, or dispute in respect of the Trademark or related intellectual property with, any third party of which it becomes aware. To the extent that any such infringement or dispute is caused solely by the malfeasance of Licensee hereunder, Licensee shall take, at its own expense, such action with respect thereto as it deems reasonable. If Licensee fails to take such action and Licensor determines that action is necessary to protect a Trademark with respect to Licensed Products in the event of any such infringement or dispute, as aforesaid, Licensor shall be permitted to take such action and to obtain from Licensee reimbursement for the cost thereof (including attorney's fees and expenses). To the extent that any such infringement or dispute is not caused solely by the malfeasance of Licensee hereunder, Licensor shall take, at its own expense, such action as it deems reasonable to protect its rights in the Trademark and Licensee's rights hereunder and Licensee shall cooperate therewith in all reasonable respects at Licensor's expense, including acting as plaintiff and executing pleadings. If Licensor fails to take such action, Licensee shall have the right to do so, at Licensee's sole cost and expense, subject to Licensor's consent (which shall not be unreasonably withheld), in which case Licensee shall be entitled to retain any amount recovered therefrom after reimbursing both parties for any expenses incurred in connection therewith; provided, however, that if Licensor fails to take such action and it is determined that such infringement or dispute would have a materially adverse effect on Licensee's business, the amount of any Royalties due to Licensor shall be applied to reimburse the cost and expense of such action taken by Licensee.

9.3 **Documents.** Licensee shall have the right to register or record its right to use the Trademark. Not later than six months after the expiration or termination of this Agreement, Licensee

shall provide such documents as may be necessary to enable Licensor to cancel any such registration or recordation which reflects that Licensee is an authorized user of the Trademark. Any expenses for such registration or recordation and cancellation shall be borne by Licensee.

X

REPRESENTATIONS AND WARRANTIES

10.1 Representations of Licensor. Licensor hereby represents to Licensee that at the time of execution and at all times during this agreement:

(a) Licensor is a corporation duly formed and validly existing under the laws of the BVI with the power and authority to execute, deliver and perform the terms of this Agreement;

(b) upon the execution and delivery by the parties hereto, this Agreement will constitute the legal, valid and binding obligation of Licensor, enforceable according to its terms;

(c) the execution and delivery hereof shall not violate any agreement, covenant or obligation by which Licensor or any of its property is bound;

(d) Licensor has full power and authority to grant the license to Licensee provided for herein;

(e) the Trademark has been registered in each jurisdiction contained in the Territory; and

(f) no claim has been asserted against Licensor that the Trademark or any license thereof infringes on the trademark or other intellectual property rights of any third party.

10.2 Representations of Licensee. Licensee hereby represents to Licensor, as follows:

(a) Licensee is a limited liability company duly formed and validly existing under the laws of California with the power and authority to execute, deliver and perform the terms of this Agreement;

(b) upon the execution and delivery by the parties hereto, this Agreement will constitute the legal, valid and binding obligation of Licensee, enforceable according to its terms; and

(c) the execution and delivery hereof shall not violate any agreement, covenant or obligation by which Licensee or any of its property is bound.

XI

INDEMNIFICATION

11.1 Indemnification by Licensee. Licensee hereby agrees to indemnify and hold harmless

Licensors, its directors, officers, employees, agents and affiliates ("Licensee's Indemnitees") from and against any and all losses, liabilities, damages and expenses (including reasonable attorneys' fees and expenses) which Licensee's Indemnitees or any of them may incur or be obligated to pay in any action, claim or proceeding against them or any of them, for or by reason of any acts, whether of omission or commission, that may be committed or suffered by Licensee or any of its servants, agents or employees in connection with Licensee's performance of this Agreement provided such action, claim or proceeding does not arise from a breach or default in an obligation owed to Licensee by Licensee's Indemnitees or any of them. . Licensors shall promptly notify Licensee of any suit or claim against Licensors relating to Licensed Products, the Trademark and/or this Agreement which may give rise to a claim under this Section.

11.2 Indemnification by Licensors. Licensors hereby agrees to indemnify and hold harmless Licensee, its directors, officers, employees, agents and affiliates ("Licensors's Indemnitees") from and against any and all losses, liabilities, damages and expenses (including reasonable attorneys' fees and expenses) which Licensors's Indemnitees or any of them may incur or be obligated to pay in any action, claim or proceeding against them or any of them, for or by reason of any acts, whether of omission or commission, that may be committed or suffered by Licensors or any of its servants, agents or employees in connection with Licensors's performance of this Agreement provided such action, claim or proceeding does not arise from a breach or default in an obligation owed to Licensors by Licensors's Indemnitees or any of them. Licensee shall promptly notify Licensors of any suit or claim against Licensee relating to Licensed Products, the Trademark and/or this Agreement which may give rise to a claim under this Section.

XII TERM AND TERMINATION

12.1 Term. This Agreement shall become effective as of the date of execution hereof and shall continue in full force and effect thereafter until December 31, 2008. In the event that (i) Licensee shall achieve at least \$25,000,000 of Net Sales of Licensed Products during any Calendar Year during the period ending on December 31, 2008, and (ii) is not then in default hereunder, Licensee may extend this Agreement for an additional period of two years (ending December 31, 2010) upon written notice thereof given (subject to satisfaction of the foregoing requirements as of the end of 2008) by Licensee to Licensors not later than September 1, 2008.

12.2 Termination for Cause. Licensors has the right to terminate this Agreement for cause in the event that (i) Licensee has, in a material respect, breached, or failed to comply with, any covenant or provision of this Agreement; (ii) in the event that in any Contract Year commencing with calendar year 2006 Licensee shall fail to achieve Net Sales of Licensed Products of at least \$2,000,000; or (iii) following written notice from Licensors to Licensee to the effect that Licensee has repeatedly been late in making deliveries of Licensed Products to major accounts as the result of which the image and/or reputation of either Licensors or the Trademark has been seriously damaged, but only if such pattern of late deliveries shall not have been remedied within a period of 120 days after the delivery of such notice. A termination pursuant to this paragraph may be effected by Licensors only where Licensors has given written notice thereof to Licensee identifying the breach or circumstance for which the termination is being effected and

Licensee fails to rectify or cure such breach or circumstance. Except as otherwise specifically provided herein, a termination pursuant to clause (i) of this Section may be effected by Licensor only in the event of the failure of Licensee to rectify or cure such breach or circumstance (if curable) within 10 business days, in the case of a default in the payment of money to Licensor, or in other cases within 60 business days from the receipt by Licensee of written notice from Licensor identifying the breach or other circumstance giving rise to such right of termination; provided, however, that if such breach or circumstance (other than a breach relating to the payment of money) is of such nature that it cannot reasonably be cured within said time, such right of termination shall not be permitted to be exercised so long as Licensee is taking steps expeditiously and in good faith to rectify or cure such breach or circumstance as quickly as reasonably practicable. Any such right of termination shall be in addition to any rights or remedies available to Licensor at law or in equity.

12.3 Termination by Licensee. Licensee may terminate this Agreement in the event that Licensor shall have breached this Agreement in a material respect and such breach shall continue uncured for a period of 30 days after written notice thereof given by Licensee to Licensor.

12.4 Cessation of Manufacturing. Following the expiration of this Agreement pursuant to Section 12.1 hereof, or upon the earlier termination pursuant to Sections 12.2 or 12.3 hereof, Licensee shall not manufacture any additional Licensed Products, but may continue to manufacture the semi-finished Licensed Products at that time into the finished Licensed Products. Licensee shall submit to Licensor a list of inventory of all Licensed Products (both finished and semi-finished) then in the possession of Licensee. In the case of a termination pursuant to Section 11.2 hereof, Licensor shall have the right to require that Licensee sell any remaining inventory of Licensed Products to Licensor at a discount of 10% from Licensee's normal wholesale prices, it being understood that Royalties shall not be payable with respect to any such sales.

12.5 Rights after Termination. Immediately following the expiration or termination hereof, Licensee shall remove all signage from any premises indicating a linkage or relationship between Licensee and Licensor or its affiliates. Except in the case of termination hereof for cause, Licensee shall be permitted to sell any remaining inventory of Licensed Products during the six months following the termination or expiration of this Agreement ("Sell-Off Period") and may use the Trademark, on a non-exclusive basis, on such Licensed Products and promotional items, advertising materials and samples in connection with such sales, after which period Licensee may sell any remaining inventory only if all labels, trademarks and other identification with Licensor or its affiliates has been cut out or otherwise removed. Royalties shall be paid by Licensee to Licensor as provided herein with respect to all Net Sales made during the Sell-Off Period, but in no event later than 30 days after the end thereof. For the purposes hereof, "cause" means failure to pay Royalties when due or the sale of Licensed Products without the approval of Licensor or to customers other than as permitted herein.

XIII MISCELLANEOUS

13.1 Surviving Provisions. Upon the expiration or termination of this Agreement, those provisions hereof which by their terms are not clearly intended to expire upon such expiration or

(a) if to Licensee, addressed to:

Ziari, LLC
8737 Wilshire Blvd.
Beverly Hills, CA 90211

Attention: Mr. Jeff Green

with a copy to:

Fenigstein & Kaufman
1900 Avenue of the Stars
Los Angeles, CA 90067

Attention: Ron S. Kaufman, Esq.
Phone: 310-201-0777
Fax: 310-556-1346

(b) if to Licensor, addressed to:

Paul Tusa, CPA
1818 Bellmore Avenue
New York, NY 11710
Phone: 516-785-4999
Fax: 516-785-7882

Attention: Dr. Bruno Condi

with a copy to:

Ballou Stoll Bader & Nadler, P.C.
1450 Broadway
New York, New York 10002

Attention: Howard D. Bader, Esq.
Phone 212-575-7900 X249
Fax: 212-764-5060

or to such other address as either party hereto shall designate in writing to the other party.

13.8 Waiver. A waiver by either party hereto of any particular default or breach by the other party shall not affect or prejudice the rights of the aggrieved party with respect to any other default or breach whether of the same or different nature.

13.9 **Assurances.** Each of the parties hereto shall do such further acts and things, including executing appropriate documents, as may reasonably be requested by the other party to carry out the intent of this Agreement.

13.10 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of each of Licensor and Licensee and their respective successors and permitted assigns.


13.11 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed wholly within such jurisdiction.

13.12 **Jurisdiction and Venue.** Each of the parties hereto hereby consents to the exclusive jurisdiction of the State or Federal courts located in the Borough of Manhattan, New York, New York and agrees that any action concerning a dispute arising out of or relating to this Agreement shall be brought in any State or Federal court located in said Borough and that process, notice of motion, or other application of the court, or a judge thereof, or any notice in connection with the proceedings provided for herein may be served within or without the State of New York as provided herein for the serving of notices hereunder.

13.13 **Captions.** The captions heading each Article of this Agreement are for convenience only and shall have no effect on the interpretation on meaning of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in its respective name and under its respective corporate seal by one of its officers thereunto duly authorized, as of the day and year set forth above.

FASHION WORLD, LTD.

By 
Harmodio Herrera, Director/President

ZIARI, LLC

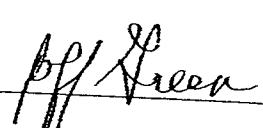
By 

Exhibit B

ZIART International

January - May, 2006

Franco Russo Carrier

Invoice #	PO #	Customer	Ship Date	Quantity	Unit Price	UNIT PRICE	Extended	ALLOW.	Net Sls Price	Commission	Commission	Taxes
C107464	573-0327-250	Costco Canada	03/30/06	400	\$ 13.46	\$	5,380.00	3.75%	5,178.25	3.00%	\$	288.91 Lounge Set
C107463	571-0327-212	Costco Canada	03/29/06	400	\$ 13.46	\$	5,380.00	3.75%	5,178.25	3.00%	\$	288.91 Lounge Set
C107460	573-0320-257	Costco Canada	3/22/2006	600	\$ 13.46	\$	8,070.00	3.75%	7,767.38	3.00%	\$	388.37 Lounge Set
C107450	571-0317-011	Costco Canada	3/20/2006	600	\$ 13.46	\$	8,070.00	3.75%	7,767.38	3.00%	\$	388.37 Lounge Set
C107356	5730217003	Costco Canada New Club	2/23/2006	800	\$ 15.49	\$ 13.47	28,900.00	3.50%	27,991.88	2.50%	\$	1,264.56 Lounge Set
C107398	5730217007	Costco Canada New Club	2/23/2006	800	\$ 15.49	\$ 13.47	28,900.00	3.50%	27,991.88	2.50%	\$	1,264.56 Lounge Set
219838	8290118824	Costco Mexico	2/24/2006	394	\$ 16.00	\$	6,304.00	0.70%	6,187.79	3.00%	\$	184.97 Lounge Set
219838	8290118825	Costco Mexico	2/27/2006	1,920	\$ 11.40	\$	21,888.00	0.70%	21,723.84	3.00%	\$	184.97 Lounge Set
221901	8290118826	Costco Mexico	03/28/06	798	\$ 18.60	\$	14,851.80	0.70%	14,564.72	3.00%	\$	304.90 Lounge Set
301445	629828129	Sam's USA	01/18/06	490	\$ 11.50	\$	5,635.00	0.80%	5,492.40	3.00%	\$	1991.824 3Pc Lounge Set
301446	6482827180	Sam's USA	1/16/2006	720	\$ 11.50	\$	8,280.00	0.80%	8,042.40	3.00%	\$	274.62 Yoga Pant
301821	6482827180	Sam's USA	1/16/2006	120	\$ 11.50	\$	1,380.00	0.80%	1,337.10	3.00%	\$	411.83 Yoga Pant
302256	6482829637	Sam's USA	01/18/06	120	\$ 11.50	\$	1,380.00	0.80%	1,337.10	3.00%	\$	89.66 Yoga Pant
301822	6482829637	Sam's USA	1/16/2006	240	\$ 11.50	\$	2,760.00	0.80%	2,714.20	3.00%	\$	89.66 Yoga Pant
301823	6482829637	Sam's USA	01/18/06	240	\$ 11.50	\$	2,760.00	0.80%	2,714.20	3.00%	\$	89.66 Yoga Pant
301824	6482829637	Sam's USA	1/16/2006	240	\$ 11.50	\$	2,760.00	0.80%	2,714.20	3.00%	\$	137.31 Yoga Pant
301825	6482829637	Sam's USA	1/16/2006	120	\$ 11.50	\$	1,380.00	0.80%	1,337.10	3.00%	\$	137.31 Yoga Pant
301826	629828213	Sam's USA	01/18/06	440	\$ 11.50	\$	5,060.00	0.80%	4,922.40	3.00%	\$	88.66 Yoga Pant
301827	8231820118	Sam's USA	01/18/06	240	\$ 11.50	\$	2,760.00	0.80%	2,714.20	3.00%	\$	274.62 Yoga Pant
301828	8232828148	Sam's USA	1/16/2006	240	\$ 11.50	\$	2,760.00	0.80%	2,714.20	3.00%	\$	137.31 Yoga Pant
301459	8234828844	Sam's USA	1/16/2006	840	\$ 11.50	\$	9,660.00	0.80%	9,417.20	3.00%	\$	480.69 Yoga Pant
301460	8236822481	Sam's USA	1/16/2006	460	\$ 11.50	\$	5,290.00	0.80%	5,147.20	3.00%	\$	274.62 Yoga Pant
C107339	4854632476	Sam's Canada	02/23/06	1,820	\$ 16.00	\$ 13.91	29,520.00	3.50%	28,528.80	3.00%	\$	2,052.19 (645.38) Yoga Pant
C107399	4854632476	Sam's Canada	03/08/06	1,060	\$ 12.00	\$ 10.45	12,720.00	3.50%	12,306.00	3.00%	\$	2,052.19 (645.38) Yoga Pant
300431	653762307	Sam's Puerto Rico	5/02/2006	612	\$ 8.89	\$	5,440.00	5.50%	5,152.80	3.00%	\$	1,288.90 Lounge Set
301407	BSC17200	BUSBY	2/3/2006	2,712	\$ 11.29	\$	30,618.48	0.00%	30,618.48	3.00%	\$	843.76 Camisole
302234	8962106018	Cost-U-Less	3/8/2006	720	\$ 4.28	\$	3,081.60	0.00%	3,081.60	3.00%	\$	258.23 Camisole
302234	8962106018	Cost-U-Less	3/8/2006	676	\$ 12.78	\$	8,640.00	0.00%	8,640.00	3.00%	\$	258.23 Camisole
300797	2888884	Price Smart	5/10/2006	788	\$ 12.50	\$	9,850.00	0.50%	9,732.50	3.00%	\$	297.00 Camisole
					\$ 6.120	\$	238,797.73		193,158.37		\$	10,462.13

Exhibit C

The Merchant of Tennis
Commission Statement
Fortuna Valentino

3rd Qtr 2006

Invoice Number	Customer P.O.	Alpha Name	Ship Date	QTY	Price	Gross Amount	Other Allow.	Net Sales	USD \$'s	Commission Rate	Commission Amt.	Item Description
305333	6537626740	Sam's Club P.R.	7/17/06	936	8.50	7,956.00	0.50%	7,916.22	1,131.65	2.50%	197.91	Camisole
307415	6498262613	Sam's Club P.R.	8/14/06	180	8.93	1,607.40	0.50%	1,521.96	7,916.22	2.50%	38.05	Camisole
305986	6498262613	Sam's Club USA	7/6/06	1,260	13.50	17,010.00	0.50%	16,924.95	16,924.95	2.50%	423.12	Lounge Set
306985	6498262613	Sam's Club USA	7/6/06	720	13.50	9,720.00	0.50%	9,671.40	9,671.40	2.50%	241.79	Lounge Set
308026	8234820698	Sam's Club USA	7/7/06	720	13.50	9,720.00	0.50%	9,671.40	9,671.40	2.50%	241.79	Lounge Set
C107985	4854632688	Sam's Club Canada	7/25/06	848	17.00	11,016.00	0.50%	10,830.44	9,671.40	2.50%	234.84	Lounge Set
308183	6537627050	Sam's PR	8/12/06	1194	16	18,144.00	0.00%	18,053.28	9,671.40	2.50%	451.33	Lounge Set
C108184	5710915021	Costco Canada	8/12/06	1440	15.25	21,960.00	0.00%	21,928.7	18,053.28	2.50%	472.00	Lounge Set
C108276	5730818028	Costco Canada	8/26/06	1584	15.25	24,156.00	0.00%	23,129.37	18,053.28	2.50%	519.20	Lounge Set
305702	5730826104	Costco Canada	8/26/06	1008	15.25	15,372.00	0.00%	14,716.98	20,798.04	2.50%	330.40	Lounge Set
305703	6498262613	Sam's Club USA	7/5/06	720	8.25	5,940.00	0.50%	5,810.30	13,216.03	2.50%	147.78	Lounge Set
305704	6498262613	Sam's Club USA	7/5/06	480	8.25	3,960.00	0.50%	3,840.20	5,810.30	2.50%	98.51	Tank Tops
305705	6498262613	Sam's Club USA	7/5/06	480	8.25	3,960.00	0.50%	3,840.20	3,840.20	2.50%	98.51	Tank Tops
305981	6498262613	Sam's Club USA	7/5/06	960	8.25	7,920.00	0.50%	7,860.40	3,840.20	2.50%	197.01	Tank Tops
307051	6498262613	Sam's Club USA	7/6/06	240	8.25	1,980.00	0.50%	1,970.10	7,860.40	2.50%	48.25	Tank Tops
307052	6498262613	Sam's Club USA	8/4/06	168	8.25	1,386.00	0.50%	1,379.07	1,970.10	2.50%	48.25	Tank Tops
307053	6498262613	Sam's Club USA	8/4/06	240	8.25	1,980.00	0.50%	1,970.10	1,379.07	2.50%	48.25	Tank Tops
307054	6498262613	Sam's Club USA	8/4/06	576	8.25	4,762.00	0.50%	4,728.24	1,970.10	2.50%	48.25	Tank Tops
307055	8231623055	Sam's Club USA	8/4/06	144	8.25	1,188.00	0.50%	1,182.06	4,728.24	2.50%	119.21	Tank Tops
307056	8231623055	Sam's Club USA	8/4/06	192	8.25	1,584.00	0.50%	1,576.08	1,182.06	2.50%	29.65	Tank Tops
307057	8234621384	Sam's Club USA	8/4/06	288	8.25	2,376.00	0.50%	2,364.12	1,576.08	2.50%	38.40	Tank Tops
307058	8232621631	Sam's Club USA	8/4/06	192	8.25	1,584.00	0.50%	1,576.08	2,364.12	2.50%	24.63	Tank Tops
307059	6537626882	Sam's Club USA	8/4/06	168	8.25	1,386.00	0.50%	1,379.07	1,576.08	2.50%	56.10	Tank Tops
308762	6474626655	Sam's Puerto Rico	8/8/06	1,728	8.66	14,964.48	0.50%	14,161.18	1,576.08	2.50%	39.40	Tank Tops
309102	6398262008	Sam's USA	9/15/06	144	8.25	1,188.00	0.00%	1,182.06	1,379.07	2.50%	34.48	Tank Tops
309101	6498262613	Sam's USA	9/15/06	72	8.25	594.00	0.00%	591.03	1,182.06	2.50%	34.48	Tank Tops
308048	4854633073	Sam's Canada	8/9/06	336	17.00	5,712.00	0.00%	5,685.68	1,182.06	2.50%	34.48	Tank Tops
3108080	4854633078	Sam's Canada	8/9/06	864	15.50	13,392.00	0.50%	12,823.28	5,685.68	2.50%	1,265.53	Yoga pants
307689	6537626910	Sam's Puerto Rico	8/21/06	1,656	12.00	19,872.00	0.50%	19,772.64	11,538.64	2.50%	288.47	Yoga pants
						267,442.88		267,442.88	19,772.64	2.50%	6,886.07	

61. 13. 72

PURCHASE ORDER

C, Inc.
 1200 Wilson Drive
 West Chester PA 19380
 (484) 701-1000

Purchase Order Download

Important

This Order Number must appear on all invoices, packing slips, shipping papers and containers

Order REV
 Number NBR

519878 00

Date 12/18/2006
 Pay Terms Initial (A.): Subsequent (B:)
 A: Net 30 ROG
 B: NET-120 ROG

Freight Terms PrePaid
 This order is subject to general conditions
 F.O.B. LANCASTER PA, 17601 - USA

Vendor
 US MERCHANTS
 8737 WILSHIRE BLVD
 BEVERLY HILLS, CA 90211
 USA

Ship To
 QVC, Inc.
 1000 STONY BATTERY ROAD
 LANCASTER PA17601

Vendor is responsible to logon to www.qvcproductsearch.com for current guidelines and recent changes.

Do Not Deliver Before 3/12/2007**
 Do Not Deliver After 3/19/2007**
 LC Expiration Date

Safe or Return 100% Payment Reserve 100% Reorder NO Product Type NEW

QVC SKU #	Vendor SKU #	Quantity ordered	Description	Unit Cost (US \$)	Extended Amount (US \$)
25			This order is conditionally issued, pending QVC approval of First-Piece QA sample. Absent such approval, vendor solely responsible for any action taken or not taken by vendor in reliance of this order F by Fortuna Valentino Pamplona Linen Satchel		
12725 012 000	ML-1292A	250	Black,	\$36.00	\$9,000.00
2725 131 000	ML-1292A	450	Natural,	\$36.00	\$16,200.00
2725 204 000	ML-1292A	300	Chestnut,	\$36.00	\$10,800.00
als:		1000			\$36,000.00

SPECIAL INSTRUCTIONS

help with:

- Accessing the QVC vendor web site:
vendor_relations@qvc.com, 484-701-8330
- Routing, Labeling, Bar coding:
supplychain@qvc.com, 484-701-6606
- Quality Assurance:
qvcqa@qvc.com, 484-701-1373

help With:
 using the QVC vendor web site: vendor_relations@qvc.com 484-701-8330.
 ng, Labeling, Bar Coding : supplychain@qvc.com 484-701-6606.
 ty Assurance : qvcqa@qvc.com 484-701-1373.

SS

oved by: ELLEN BOAMAN

Authorized by: ANNETTE REPASCH

R

Purchase Order Download

Important

This Order Number must appear on all invoices, packing slips, shipping papers and containers

Order REV
Number NBR

519879 00

Freight Terms This order is subject to F.O.B.
PrePaid general conditions LANCASTER PA, 17601 - USA

Ship To
QVC, Inc.
1000 STONY BATTERY ROAD
LANCASTER PA17601

Vendor is responsible to logon to www.qvcproductsearch.com for current guidelines and recent changes.

Do Not Deliver Before 3/12/2007**
Do Not Deliver After 3/19/2007**
LC Expiration Date

LVD
HILLS, CA 90211
USA

Sale or Return 100% Payment Reserve 100% Reorder NO Product Type NEW

QVC SKU #	Vendor SKU #	Quantity ordered	Description	Unit Cost (US \$)	Extended Amount (US \$)
26			This order is conditionally issued, pending QVC approval of First-Piece QA sample. Absent such approval, vendor solely responsible for any action taken or not taken by vendor in reliance of this order F by Fortuna Valentino Newport Basket Tote		
112726 012 000	ML1278	850	Black,	\$18.00	\$15,300.00
112726 172 000	ML1278	850	Red,	\$18.00	\$15,300.00
Totals:		1700			\$30,600.00

SPECIAL INSTRUCTIONS

- or help with:
 - Accessing the QVC vendor web site: vendor_relations@qvc.com, 484-701-8330
 - Routing, Labeling, Bar coding: supplychain@qvc.com, 484-701-6606
 - Quality Assurance: qvcqa@qvc.com, 484-701-1373

Handwritten initials: DR

Help With:
Accessing the QVC vendor web site: vendor_relations@qvc.com 484-701-8330.
Routing, Labeling, Bar Coding : supplychain@qvc.com 484-701-6606.
Quality Assurance : qvcqa@qvc.com 484-701-1373.

Approved by: ELLEN BOAMAN

Authorized by: ANNETTE REPASCH

Exhibit D

Fortiana Valentino
Commission Statement
4th Qtr, 2006

Invoice Number	Customer P.O.	Alpha Name	Ship Date	Qty	Price	Gross Amount	Allow.	Other Allow.	Net Sales	USD \$	Commission Rate	Commission Amt.	Item
311498	6537627484	Sam's PR	11/08/06	108	8.50	918.00	0.005		918.41	913.41	0.025	23.84	Canticles 2PK
309843	6537627280	Sam's PR	10/6	36	8.83	321.48	0.005	0.04818	304.39324	304.39324	0.025	16.22	Canticles
309776	6537627353	Sam's PR	10/17	36	8.83	321.48	0.008	0.04818	304.39324	304.39324	0.025	16.22	Canticles
C108174	573-0922-209	Costco Canada	11/16/06	144	15.25	2,196.00	0.0075	0.035	2102.57	1728.4408	0.025	44.71	Lounge Set
C108449	76-1020-072	Costco Canada	11/16/06	432	15.25	6,588.00	0.0075	0.035	5308.01	3565.3228	0.025	134.13	Lounge Set
309885	2686767	Price Smart	10/12	2324	12.00	27,888.00	0.005	0	27609.78	27908.78	0.025	1,376.49	Lounge Set
C108172	488483108	Sam's Canada	10/3	1872	21.26	39,818.72	0.006	0.03	38587.77	35921.884	0.025	1,866.09	Lounge Set
C108272	780818214	Costco Canada	10/8	578	16.26	9,384.78	0.0075	0.136	7532.26	8866.0169	0.025	382.80	Lounge Set
C108273	5730920179	Costco Canada	10/8	578	16.26	9,384.78	0.0075	0.136	7532.26	8866.0169	0.025	382.80	Lounge Set
C108336	4771000068	Costco Canada	10/8	248	16.26	3,732.72	0.0075	0.034	3574.639	31689.896	0.025	1,878.35	Lounge Set
309865	816662846	Sam's USA	10/18	120	6.26	751.20	0.006		756.06	788.04	0.025	20.84	Tank Tops
309868	488623283	Sam's USA	10/16	98	6.26	613.78	0.006		619.04	648.04	0.025	16.22	Tank Tops
309773	476862729	Sam's USA	10/17	98	6.26	613.78	0.006		619.04	648.04	0.025	16.22	Tank Tops
309774	6493822663	Sam's USA	10/17	120	8.26	991.20	0.008		999.08	986.06	0.025	24.86	Tank Tops
309857	6463822664	Sam's USA	10/27	240	8.26	1,982.40	0.008		1970.1	1870.1	0.025	46.50	Tank Tops
309858	822821074	Sam's USA	10/27	144	6.26	901.44	0.008		901.44	901.44	0.025	22.84	Tank Tops
309869	8208028388	Sam's USA	10/27	144	6.26	901.44	0.008		901.44	901.44	0.025	22.84	Tank Tops
309860	823742117	Sam's USA	10/27	219	6.26	1,370.94	0.006		1373.08	1373.08	0.025	34.31	Tank Tops
309861	8120621684	Sam's USA	10/27	98	6.26	613.78	0.006		619.04	648.04	0.025	16.22	Tank Tops
309862	4761623688	Sam's USA	10/27	98	6.26	613.78	0.006		619.04	648.04	0.025	16.22	Tank Tops
310038	649662218	Sam's Club USA	11/09/06	64	8.26	528.64	0.008		531.97	531.97	0.025	13.28	Tank Tops
310039	6697423601	Sam's Club USA	11/09/06	408	8.26	3,368.88	0.005		3349.17	3349.17	0.025	83.73	Tank Tops
310099	8139627649	Sam's Club USA	11/09/06	532	8.26	4,394.00	0.005		4351.23	4351.23	0.025	113.28	Tank Tops
310094	823242817	Sam's Club USA	11/09/06	600	8.26	4,956.00	0.005		4925.25	4925.25	0.025	123.13	Tank Tops
311171	6596629589	Sam's Club USA	11/09/06	490	8.26	4,048.60	0.005		4000.00	4000.00	0.025	103.45	Tank Tops
311172	6596621687	Sam's Club USA	11/09/06	192	8.26	1,586.88	0.005		1576.08	1576.08	0.025	39.40	Tank Tops
311173	649662862	Sam's Club USA	11/09/06	504	8.26	4,155.00	0.005		4137.21	4137.21	0.025	103.45	Tank Tops
311174	6484624598	Sam's Club USA	11/09/06	168	8.26	1,386.48	0.005		1379.07	1379.07	0.025	34.48	Tank Tops
311176	8206626048	Sam's Club USA	11/09/06	456	8.26	3,766.32	0.005		3748.19	3748.19	0.025	93.58	Tank Tops
311177	6495624271	Sam's Club USA	11/09/06	360	8.26	2,973.60	0.005		2955.15	2955.15	0.025	73.88	Tank Tops
318964	6296625708	Sam's Club USA	11/08/06	336	8.26	2,775.36	0.005		2758.14	2758.14	0.025	69.95	Tank Tops
C108808	4854634466	Sam's Canada	12/28/07	264	8.26	2,170.56	0.005	0.015	2134.44	2134.44	0.025	53.58	Tank Tops
309931	9291011633	Costco Mexico	11/14/06	260	22.50	5,850.00	0.0075	0.03	5806.125	5806.125	0.025	145.15	Tank Tops
309932	9291011634	Costco Mexico	11/14/06	760	22.50	17,100.00	0.0075		17418.975	17418.975	0.025	435.46	Tank Tops
308784	668782168	Sam's USA	10/4	3720	12.80	47,616.00	0.008		47377.92	47377.92	0.025	1,189.12	Tank Tops
308786	668782847	Sam's USA	10/4	1884	12.80	24,115.20	0.008		24173.824	24173.824	0.025	603.89	Tank Tops
308789	6286827842	Sam's USA	10/4	816	12.80	10,444.80	0.008		10392.878	10392.878	0.025	264.83	Tank Tops
308848	6296823383	Sam's USA	10/18	2304	12.80	29,491.20	0.008		28343.744	28343.744	0.025	718.98	Tank Tops
308847	6486821606	Sam's USA	10/18	2378	12.80	30,437.60	0.008		37902.336	37902.336	0.025	953.58	Tank Tops

15,451.94

344,689
21,239

Exhibit E

THE WINDY HILLS V.I. CLUBS
Commission Statement
1st Qtr, 2007

Invoice Number	Customer P.O.	Alpha Name	SHIP Date	Qty	Price	Gross Amount	Allow.	Other Allow.	Net Sales	USD \$ @ 1.18802	Commission Rate	Commission Amt.	Item	Item Description
314343	472682709	Wal-Mart	01/08/07	36	8.25	722.00	0.005		728.04	789.04	0.025	18.70	Tank Top, 3PK	
314305	687620550	Wal-Mart	01/08/07	158	8.25	1,386.00	0.005		1,379.07	1,379.07	0.025	34.48	Tank Top, 3PK	
314305	687622338	Wal-Mart	01/08/07	264	8.25	2,181.00	0.005		2,167.11	2,167.11	0.025	54.18	Tank Top, 3PK	
314311	687625455	Wal-Mart	01/08/07	432	8.25	3,564.00	0.005		3,546.38	3,546.38	0.025	89.65	Tank Top, 3PK	
314316	687621013	Wal-Mart	01/08/07	792	8.25	6,514.00	0.005		6,501.33	6,501.33	0.025	162.53	Tank Top, 3PK	
314317	687626654	Wal-Mart	01/08/07	648	8.25	5,346.00	0.005		5,339.27	5,339.27	0.025	132.98	Tank Top, 3PK	
108993	5730219103	Costco Canada(COSC)	02/23/07	1,004	8.50	19,584.00	0.0075	0.03	19,849.80	16,165.76	0.025	404.36	3PK Tank Top	
108993	5730219103	Costco Canada(COSC)	02/23/07	1,104	8.50	19,584.00	0.0075	0.03	18,849.80	16,165.76	0.025	404.36	3PK Tank Top	
108993	5730219103	Costco Canada(COSC)	02/23/07	788	8.50	6,588.00	0.0075	0.03	6,283.10	5,388.59	0.025	134.71	3PK Tank Top	
314150	8290122630	Costco (H&M)	02/05/07	2304	13.78	31,719.12	0.0075	0.055	29,733.05	29,733.05	0.025	743.33	3PK Tank Top	
314151	929100633	Costco (H&M)	02/05/07	384	13.78	5,281.52	0.0075	0.055	4,955.51	4,955.51	0.025	123.89	3PK Tank Top	
314474	653762647	Sam's P.R.	02/26/07	2,486	8.25	20,582.00	0.005	0	20,489.04	20,489.04	0.025	512.33	3PK Tank Top	
314478	653762647	Sam's P.R.	02/26/07	1,954	10.50	19,467.00	0.005	0	19,168.67	19,168.67	0.025	484.24	3PK Tank Top	
314489	8234624893	Sam's Club (USA)	02/02/07	768	11.40	8,618.40	0.005	0	8,575.31	8,575.31	0.025	214.38	3PK Tank Top	
314491	8234624893	Sam's Club (USA)	02/02/07	504	11.40	5,745.60	0.005	0	5,716.87	5,716.87	0.025	142.52	3PK Tank Top	
314492	6889623066	Sam's Club (USA)	02/02/07	262	11.40	2,978.80	0.005	0	2,952.44	2,952.44	0.025	74.45	3PK Tank Top	
314509	6887623122	Sam's Club (USA)	02/02/07	486	11.40	5,540.40	0.005	0	5,512.70	5,512.70	0.025	137.82	3PK Tank Top	
314509	6239629952	Sam's Club (USA)	02/02/07	768	11.40	8,618.40	0.005	0	8,575.31	8,575.31	0.025	214.38	3PK Tank Top	
314530	8129625217	Sam's Club (USA)	02/02/07	954	11.40	10,812.22	0.005	0	10,821.22	10,821.22	0.025	270.53	3PK Tank Top	
108910	5710207159	Costco Canada(COSC)	04/05/07	298	8.50	2,482.00	0.0075	0.03	2,356.20	2,020.72	0.025	50.52	3PK Tank Top	
108910	5710207159	Costco Canada(COSC)	04/05/07	1,112	8.50	9,424.00	0.0075	0.03	9,424.00	8,082.88	0.025	202.07	3PK Tank Top	
108912	5730219103	Costco Canada(COSC)	03/27/07	1,728	8.50	14,688.00	0.0075	0.03	14,137.20	12,227.92	0.025	555.70	3PK Tank Top	
108912	4884623517	Costco Canada(COSC)	03/27/07	1,728	12.90	21,500.00	0.005	0.02	20,844.00	17,876.19	0.025	446.80	3PK Tank Top	
317254	653762647	Sam's P.R.	03/05/07	768	8.25	6,324.00	0.005	0	6,312.18	6,312.18	0.025	157.61	3PK Tank Top	
317254	653762647	Sam's P.R.	03/12/07	38	8.25	312.48	0.005	0	319.87	319.87	0.025	8.00	3PK Tank Top	
317113	653762647	Sam's P.R.	03/12/07	38	10.50	391.23	0.005	0	389.87	316.87	0.025	8.00	3PK Tank Top	
316985	6888623527	Sam's USA	03/01/07	788	8.25	6,338.00	0.005	0	6,304.32	6,304.32	0.025	157.61	3PK Tank Top	
316987	6888623527	Sam's USA	03/01/07	788	8.25	6,338.00	0.005	0	6,304.32	6,304.32	0.025	157.61	3PK Tank Top	
316988	6239627123	Sam's USA	03/01/07	788	8.25	6,338.00	0.005	0	6,304.32	6,304.32	0.025	157.61	3PK Tank Top	
316990	8239625708	Sam's USA	03/01/07	384	8.25	3,188.00	0.005	0	3,152.16	3,152.16	0.025	78.80	3PK Tank Top	
317000	687621676	Sam's USA	03/01/07	384	8.25	3,188.00	0.005	0	3,152.16	3,152.16	0.025	78.80	3PK Tank Top	
317103	6698623814	Sam's USA	03/01/07	788	8.25	6,338.00	0.005	0	6,304.32	6,304.32	0.025	157.61	3PK Tank Top	
317104	8239620288	Sam's USA	03/01/07	384	8.25	3,188.00	0.005	0	3,152.16	3,152.16	0.025	78.80	3PK Tank Top	
317105	8098623880	Sam's USA	03/01/07	384	8.25	3,188.00	0.005	0	3,152.16	3,152.16	0.025	78.80	3PK Tank Top	
318423	8239628247	Sam's USA	03/01/07	240	8.25	1,980.00	0.005	0	1,970.10	1,970.10	0.025	49.25	3PK Tank Top	
318424	8234628041	Sam's USA	03/01/07	624	8.25	5,148.00	0.005	0	5,122.26	5,122.26	0.025	128.05	3PK Tank Top	
318425	8239627788	Sam's USA	03/01/07	284	8.25	2,178.00	0.005	0	2,167.11	2,167.11	0.025	54.38	3PK Tank Top	
318427	8231827623	Sam's USA	03/01/07	96	8.25	792.00	0.005	0	788.04	788.04	0.025	19.70	3PK Tank Top	
318428	8483828619	Sam's USA	03/01/07	144	8.25	1,188.00	0.005	0	1,182.06	1,182.06	0.025	29.55	3PK Tank Top	
318430	8208628603	Sam's USA	03/01/07	240	8.25	1,980.00	0.005	0	1,970.10	1,970.10	0.025	49.25	3PK Tank Top	
318431	8483828011	Sam's USA	03/01/07	284	8.25	2,178.00	0.005	0	2,167.11	2,167.11	0.025	54.38	3PK Tank Top	
318432	8488621706	Sam's USA	03/01/07	144	8.25	1,188.00	0.005	0	1,182.06	1,182.06	0.025	29.55	3PK Tank Top	
318433	8484627367	Sam's USA	03/01/07	98	8.25	792.00	0.006	0	788.04	788.04	0.025	19.70	3PK Tank Top	
318438	8484628601	Sam's USA	03/01/07	582	8.25	4,654.00	0.004	0	4,531.23	4,531.23	0.025	113.28	3PK Tank Top	
318038	88610190919	Costco (H&M)	03/08/07	1,060	10.50	11,130.00	0.006	0	11,283.30	11,283.30	0.025	282.08	3PK Tank Top	
319035	89810190919	Costco (H&M)	03/28/07	1,134	10.50	11,807.00	0.006	0	11,647.47	11,647.47	0.025	296.19	3PK Tank Top	
318110	2812516	Price Smart	3/30	1,160	10.50	13,230.00	0.005	0	13,163.85	13,163.85	0.025	328.10	Lounge Vase	
									9,977.88					

THE MERCHANT OF TENNIS

119219
119219
119219

Comerica
Commercial Bank-Columbia
89-3752/1211

CHECK NO. 119219

DAVID TENNIS, CPA
1000 PHILLIPSBURG AVENUE
NEW YORK, NY 11710

STATE OF CONNECTICUT

CHECK DATE 05/29/07

CHECK AMOUNT \$9,877.89

ADD START, HIC

119219 119219 119219

18910369274

CHECK INVALID IF FACE OF CHECK HAS BEEN ALTERED
VOID IF NOT CASHED WITHIN 90 DAYS

[Signature]

RRF# 6121
INVOICR
DATE 05/29/07

INVOICR
AMOUNT
9877.89

Check No. 119219
AMOUNT
PATD
9877.89

THE MERCHANT OF TENNIS

8737 Wilshire Blvd, Beverly Hills, CA 90211
Tel: (310) 856-1846 Fax: (310) 856-1844

NY

ROSENBLATT, INC.
145 EAST 92ND STREET
NEW YORK, NY 10128
TEL. 212-722-3449
FAX 212-996-1574
Rosenblattinc@worldnet.att.net
IRS # 13-3443822

INVOICE NUMBER 1843

MAY 30, 2007

FASHION WORLD LTD. (A BVI CORP.)
VANERPOOL PLAZA 2ND FLOOR
VICKHAMS CAY 1
TORTOLA, BVI

ATTN: DR. BRUNO CONDI

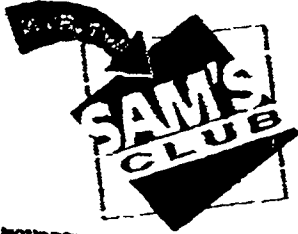
RE: FOR SERVICES OF CONSULATION AND ASSISTANCE WITH IMPLAMENTING THE
LICENSING BETWEEN FASHION WORLD LTD./F by FORTUNA VALENTINO AND
ZIARI, LLC.

10% COMMISSION—————9,877.89

TOTAL DUE ROSENBLATT, INC.—————\$987.79 USD

WIRING INSTRUCTIONS
BANK: HSBC BANK USA, N.A.
BRANCH ADDRESS: 550 SEVENTH AVENUE
NEW YORK, NY 10018
ACCT. NAME: ROSENBLATT, INC.
ACCT. NO.: 007-87134-1
SWIFT NO.: MRMDUS33

Our Business Is Saving
Your Business Money.™



CLUB MANAGER BRYAN McHARRAD
(914) 692 - 0023
Fax and Pull # (914)692-0029
ELMSFORD, NY

09/20/06 11:12 0663 6674 010 2311

V MEMBER 101-1034896624

THANK YOU,
DRAGO BRAND CONDI

SUSPEND ITEMS FOLLOW	
2 @ 17.32	
769173 VALENTINO 2	34.64 R
SUSPEND ITEMS COMPLETE	
SUBTOTAL	34.64
TAX 2 3.375 %	1.17
TOTAL	35.81
DEBIT VEND	35.81
CHANGE DUE	0.00

EFT DEBIT	PAY FROM PRIMARY
ACCOUNT :	6224
35.81 TOTAL PURCHASE	
REF # 626300884349	
NETWORK ID. 0082 APPR CODE 016972	
09/20/06 11:13:28	

ITEMS SOLD 2

TC# 8887 6222 7596 2901 6242



Gear up for some day at Sam's Club!
09/20/06 11:13:31

30

Exhibit H



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Listed in category: [Clothing, Shoes & Accessories](#) > [Women's Clothing](#) > [Plus Sizes](#) > [Shirts, Tops](#)

Thermal Shirt/Top by Fortuna Valentino Size XL Blue

Item number

Bidder or seller of this item? Sign in for your status

Bidding has ended for this item

If you are a winner, Sign In for your status.

Buyer or seller of this item? Sign in for your status.

Save on shipping - buy additional items now from this seller's other listings!



[New A-Line Belted Career Skirt Diane Richard Size 14](#)

[Orvis Career/ Casual Skirt Paisly Size 16](#)

[Laura Scott Career Slacks/Pants Plus Size 24WP Black](#)

[Sag Harbor V Blue Floral Si](#)

1 bids: **US \$0.99**

Time left: 6d 50m

1 bids: **US \$0.99**

Time left: 3d 2h 48m

0 bids: **US \$1.00**

Time left: 1d 2h 23m

2 bids:
Time left:

[View more items from this seller](#)

Additional options:

[Sell an item like this one.](#)

Similar items from all eBay sellers

Item Name	Price	End Date	Help
WOMENS/LADIES THERMAL LONG SLEEVE TOP/SHIRT SIZE XL	US \$8.99	Nov-30-06 19:44:32 PST	
Delias REALITEE shirt top THERMAL XL Big Owl brick NWT	US \$12.99	Nov-15-06 08:50:42 PST	
Ladies Layered Look Thermal Style Shirt Size XL	US \$6.00	Dec-04-06 19:40:12 PST	
Womens Clothing Top Shirt Blue Sweater Size XL NWOT	US \$14.99	Nov-12-06 21:01:19 PST	

Winning bid: **US \$1.30**

Meet the seller

Seller: [desertgrace \(645 ☆\)](#)



Ended: **Nov-08-06 16:07:35 PST**
 Shipping costs: [Calculate](#)
 Ships to: **Worldwide**
 Item location: **Arizona, United States**
 History: **2 bids**
 Winning bidder: [kittentpe \(515 ★ \) me](#)

me
 Feedback: **100% Positive**
 Member: since Aug-25-05 in
United States
[Read feedback comments](#)
[Ask seller a question](#)
[Add to Favorite Sellers](#)
[View seller's other items](#)

Buy safely

1. **Check the seller's reputation**
 Score: 645 | 100% Positive
[Read feedback comments](#)
2. **Check how you're protected**

PayPal This item is covered
 up to \$1,000 See
 eligibility

Returns: Seller accepts
 returns.
[7 Days Money Back](#)

[View larger picture](#)

Listing and payment details: [Show](#)

Description (revised)

Item Specifics - Women's Shirts, Tops

Type: **Casual**

Sleeve Length: **Long Sleeve**

Condition: **Excellent**

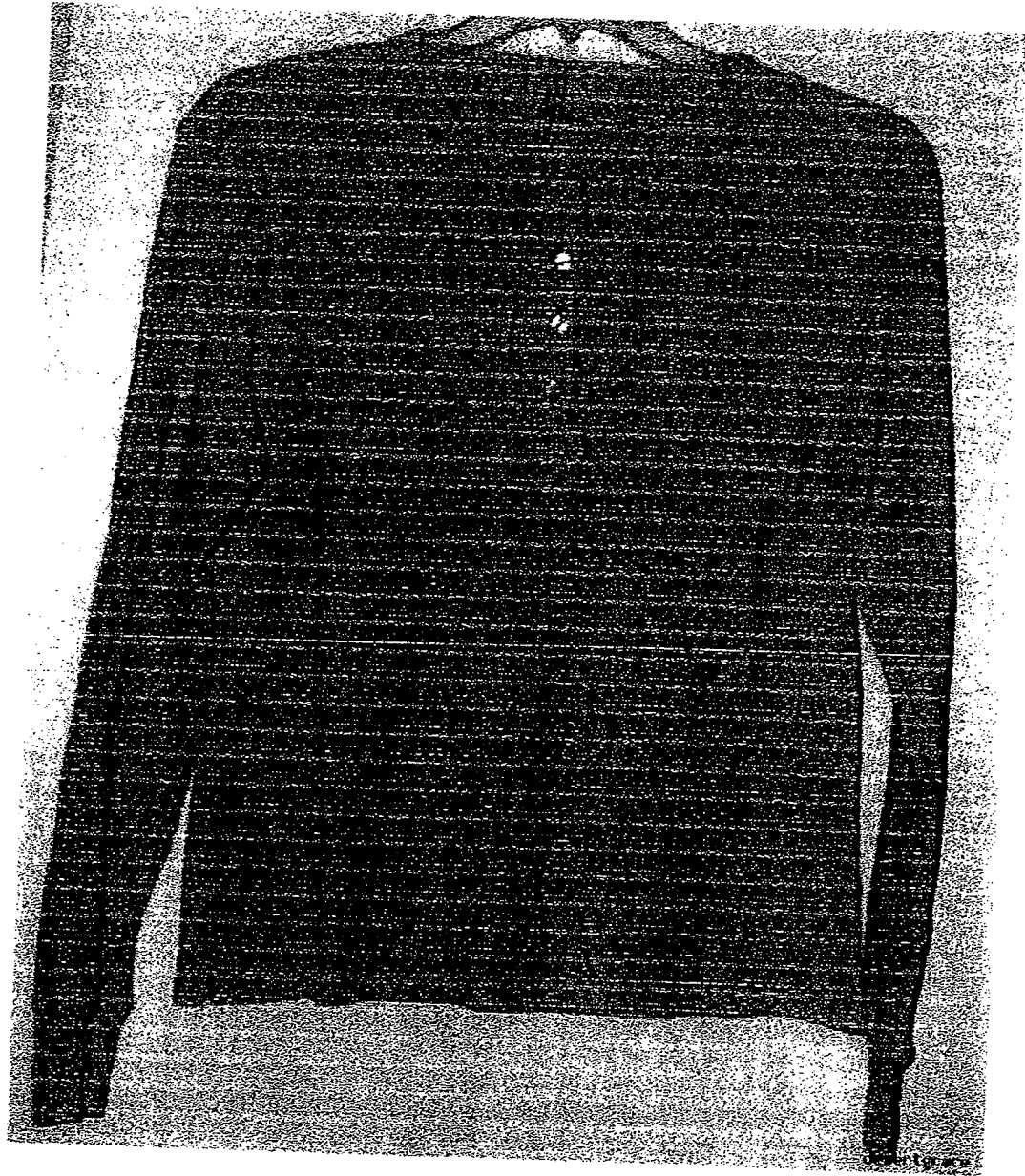
Size Type: **Misses**


Size: **XL**



Welcome to my auctions

Thermal Shirt/Top by Fortuna Valentino Size XL Blue



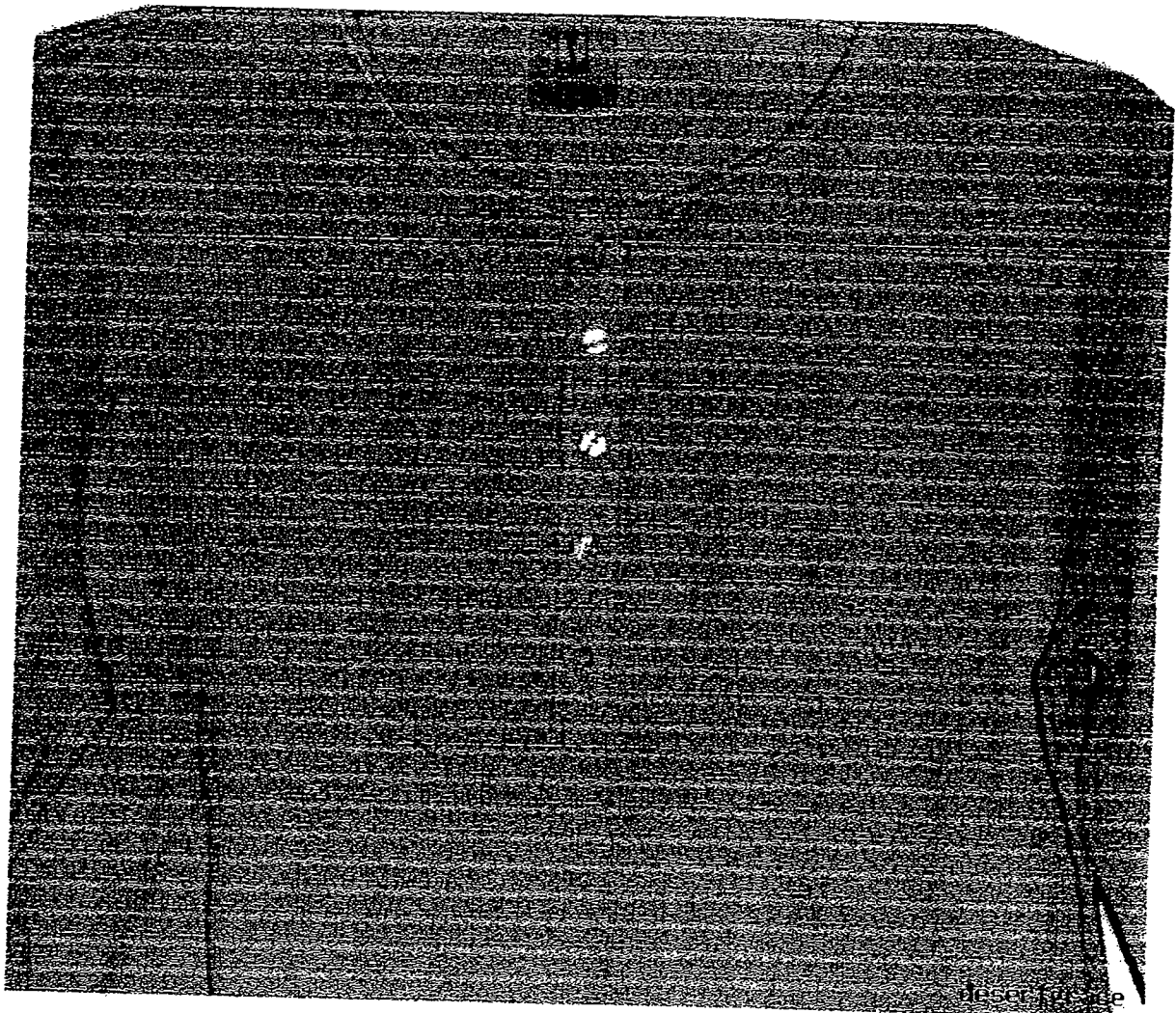
 Item Details

Thermal shirt
by Fortuna Valentino
Size Extra Large

Blue shirt has tiny buttons in the front,
60% cotton, 40% polyester.
Gently worn, in excellent condition.

Check out my other items!

Please add me to your favorites list!

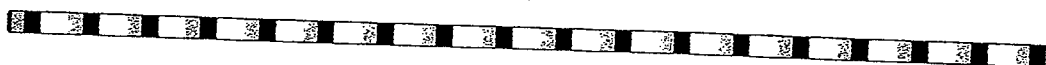




Payment & Shipping

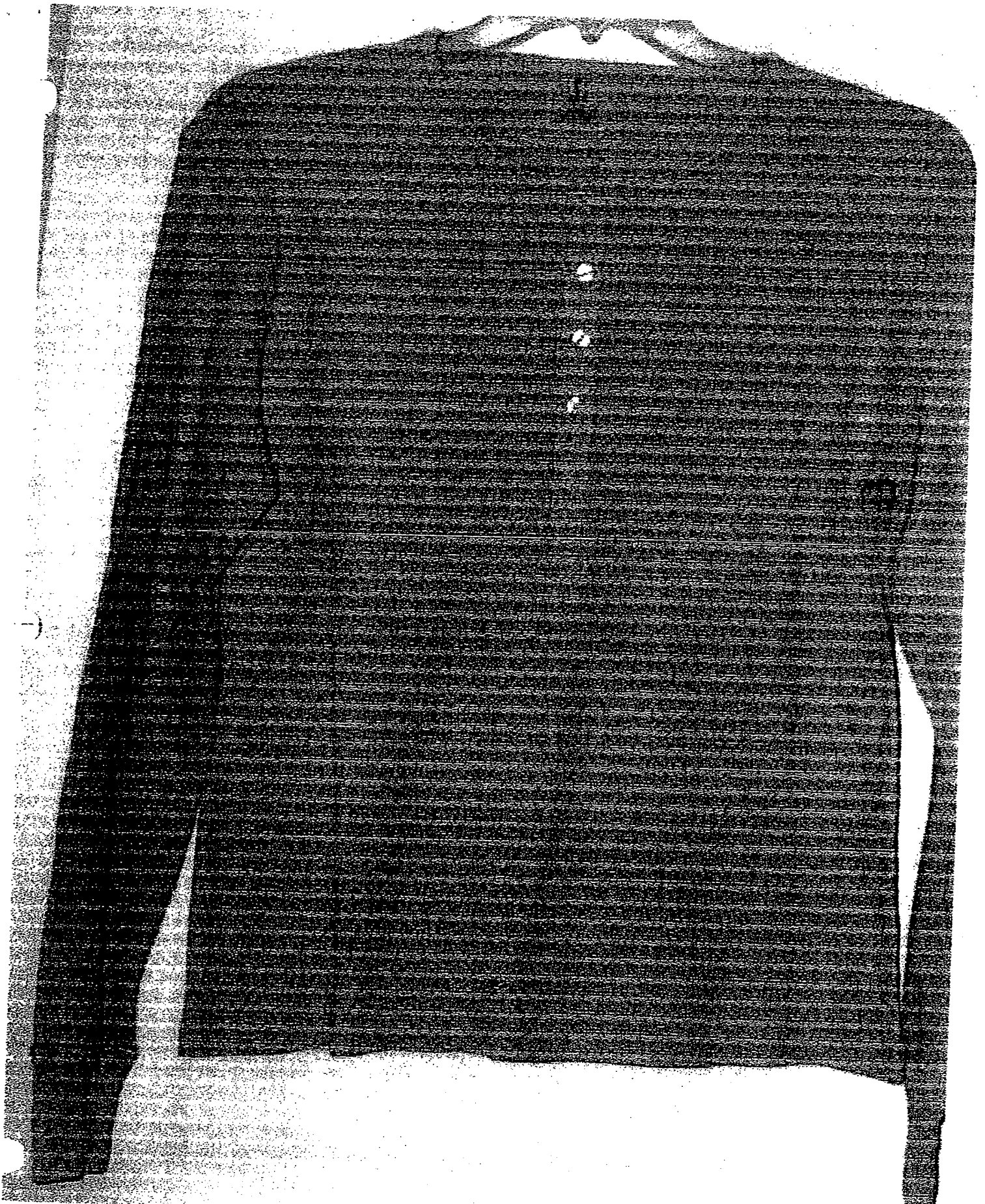
High bidder to pay auction plus shipping and handling costs within 3 days of winning item (calculated at close of auction). I charge a modest fee of .75 for packaging and handling, it is included in the shipping calculation. Delivery confirmation is free.

Item will be mailed priority mail within two business days upon receipt of Payment by Paypal, money order, or cashier's check. Insurance is available at an additional cost, if insurance is declined buyer assumes responsibility for damage or loss. All items guaranteed to arrive as described with refunds cheerfully granted if item received is materially different than listed. Items must be returned within 7 days of original delivery. If you have any questions regarding these terms and conditions, please contact me via email before bidding. I will combine shipping at \$1.00 per item if you are interested in multiple items, just email me and let me know. Thank you for visiting my auction and happy bidding!!!!




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de se

Shipping, payment details and return policy

 Save on shipping - buy additional items now from this seller's other listings!
Learn about shipping discounts

Ships to
Worldwide

Country:

Zip or postal code:

Shipping and Handling

To

Service

Enter zip code

United States

US Postal Service Priority Mail®
Estimated delivery 2-3 days*

Enter zip code

United States

USPS Airmail Letter Post
4 to 10 business days*

Shipping cannot be calculated for your area. You can [contact the seller](#) for additional shipping costs and services.

Shipping insurance
Not offered

*Sellers are not responsible for service transit time. This information is provided by the carrier and excludes weekends and holidays. Note that transit times may vary, particularly during peak periods.

Shipping insurance
Not offered

Seller's payment instructions

I accept Paypal, money orders or personal checks. I will ship the first business day after payment is received, if you send a personal check I will ship after check clears the bank. Most of my items are used and I have made every effort to describe accurately, if you have questions please email me. All my items are from a smoke free environment. Happy bidding!!! Thank you!!!

Seller's return policy:

Item must be returned within: 7 Days

Return Policy Details:

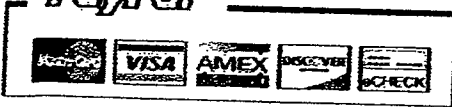
I will happily refund your money if your item is returned in 7 days. Buyer to pay all shipping costs.

Refund will be given as: Money Back

Payment methods accepted

 This seller, desertgrace, prefers PayPal.

PayPal



- Personal check
- Money order/Cashiers check

Learn about payment methods.

Where to go next?

[← Back to home page](#) | [Printer Version](#) | [Safe Trading Tips](#)

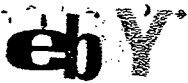
Seller assumes all responsibility for listing this item.

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Back to My eBay

Listed in category: Clothing, Shoes & Accessories > Women's Clothing > Intimates > Sleepwear, Robes

fortuna valentino thermal sleep lounge set sz L new

Item number: 180087597656

✓ You won the item!

Email to a friend | Printer Version

[Pay Now >](#) or continue shopping with this seller

Click the Pay Now button to confirm shipping, get the total price, and arrange payment through: PayPal, money order.

Find more items from the same seller. Bid or Buy Now!



3 Bally Sport bras - size XXL 40 - new

2 bids: **US \$5.50**

Time left: 2d 19h 2m



4 Bally Sport bras - size L 36 - new

0 bids: **US \$3.99**

Time left: 2d 19h 5m



2 Bally Sport bras - size XL 38 - new

0 bids: **US \$3.99**

Time left: 2d 19h



mens Husqvarna emblem t/s t-shirt gray husky XXL, nwt

1 bids: **US \$4.49**

Time left: 5d 13h 1m

View more items from this seller

Other actions for this item:

You can manage all your items in My eBay and do the following:

Request total payment amount from the seller.

Mark payment sent for this item.

Leave feedback for this item.

Contact Seller about this item.

Additional Options:

To view other items from this seller, view seller's other items.

If this listing is similar to an item you want to sell, list an item like this.

You may add this seller to your Favorite Sellers in My eBay.



Winning bid: **US \$12.50**

Ended: **Feb-26-07 08:12:29 PST**

Shipping costs: **US \$6.50**
Standard Flat Rate Shipping Service
Service to United States

Ships to: **United States**

Item location: **Marshall, AR, United States**

History: **4 bids**

Winning bidder: **kitty710 (511 ★)**

You can also: [Email to a friend](#) | [Sell one like this](#)

[View larger picture](#)

Listing and payment details: [Show](#)

Description

Specifics - Women's Sleepwear

Style: Pajama Set

Size: L

Condition: New; Without Tags

Meet the seller

Seller: ez3071 (15953 ★) **Power Seller**

Feedback: **99.5% Positive**

Member: since Apr-15-03 in United States

[Read feedback comments](#)

[Ask seller a question](#)

[Add to Favorite Sellers](#)

[View seller's other items](#)

Buy safely

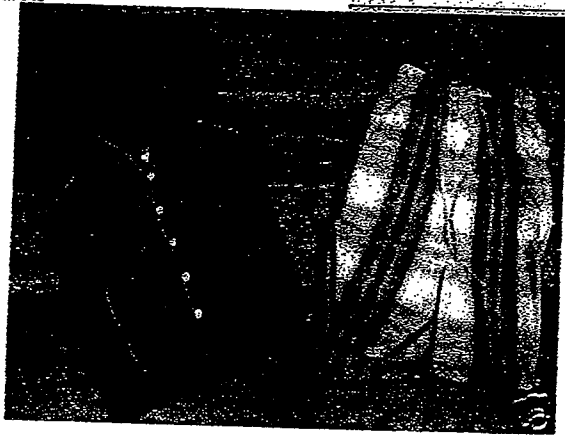
1. Check the seller's reputation

Score: 15953 | 99.5% Positive

[Read feedback comments](#)

2. Check how you're protected

PayPal This item is covered up to \$2,000 See eligibility



Up for your consideration is a:

Fortuna Valentino Thermal Sleep / Lounge Set

This set features a thermal hooded knit top. Henley - long sleeve style. Pants have an elastic drawstring waist. Super soft and cozy. This set is size L and blue and pink in color. See photo of color. New out of packaging.

Thanks for stopping by. Happy Bidding!

00298

The power of protection from AOL and eBay. Learn more

Shipping, payment details, and return policy

Ships to
United States

Country: United States

Shipping and Handling

US \$6.50

To

United States

Service

Standard Flat Rate Shipping Service

Shipping insurance
Not offered

Seller's payment instructions

We ship to anywhere in the U.S. for this item. We prefer paypal, but we accept money orders. If you pay with a money order please include a separate sheet of paper with your name, address and item number. Thank You! ez3071

Sales tax

Seller charges sales tax for items shipped to: AR* (7.000%).
* Tax applies to subtotal + S&H for these states only

Payment methods accepted

This seller, ez3071, prefers PayPal

Payment method

Preferred/Accepted

Buyer protection on eBay

Seller Preferred

This item is covered up to \$2,000 See eligibility



Money order/Cashiers check

Accepted


Not Available

[Learn about payment methods.](#)

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New York Office
350 Fifth Avenue, Suite 6106
New York, NY 10118
TEL: 212-268-8880 FAX: 212-268-9042
Mobile Phone: 917-696-7046
E-Mail: hiro-tsuchiya@parfun-usa.com

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**ONE LONG
SLEEVE
THERMO
HENLEY TOP
SIZE M**

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Seller Info

Seller (rating): [trains1945 \(60\)](#) [Send IM](#)
Yahoo! Auctions Member since December 18, 2000

[Seller's Current Auctions](#) | [Seller's Closed Auctions](#)

[Comments About Seller](#) | [Ask Seller a Question](#)

[Yahoo! Buyer Protection Program](#)

Auction Info

Current Bid: **\$2.99** [Quick Bid](#)
Starting Price: \$2.99
High Bidder: none
of Bids: 0 ([Bid History](#))
Bid Increment: \$0.25

Time Left: 1d 18h 27m 55s
([Countdown Ticker](#))

Opened: Dec 15 10:48 AM

Closes: Dec 25 10:48 AM

Available Qty: 1
Location: valley city, OH
ID #: 102442927

Notes:

- Seller can close auction early.
- Auction may get automatically extended.

Place a Bid

Minimum Bid: \$2.99
Maximum Bid: \$ USD
 Bid up to this amount on my behalf
 Bid this exact amount

[Preview Bid](#)

Need Help? View the [Bidders' Guide](#)

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L.L.Bean: Official Site - Save up to 60% at the Annual Winter Sale.
[www.llbean.com](#)

Sleepwear Women's - SHOP.COM
Thousands of Brands, Hundreds of Stores, The Convenience of OneCart(TM).
[www.shop.com](#)

Women's Sleepwear - Bargain Prices
Enjoy savings on Womens Sleepwear - Deals on Womens Sleepwear...
[www.shopzilla.com](#)

Women's Sleepwear - Luxurious Pima Cotton
Free shipping over \$50, 100% guaranteed. Experience very soft, luxurious...
[alpacadirect.com](#)

Women's Sleepwear - Shadowline Lingerie

Payment Types Accepted

- Accepts [PayPal](#)
- Accepts Cashiers Checks and Money Orders

Shipping Info

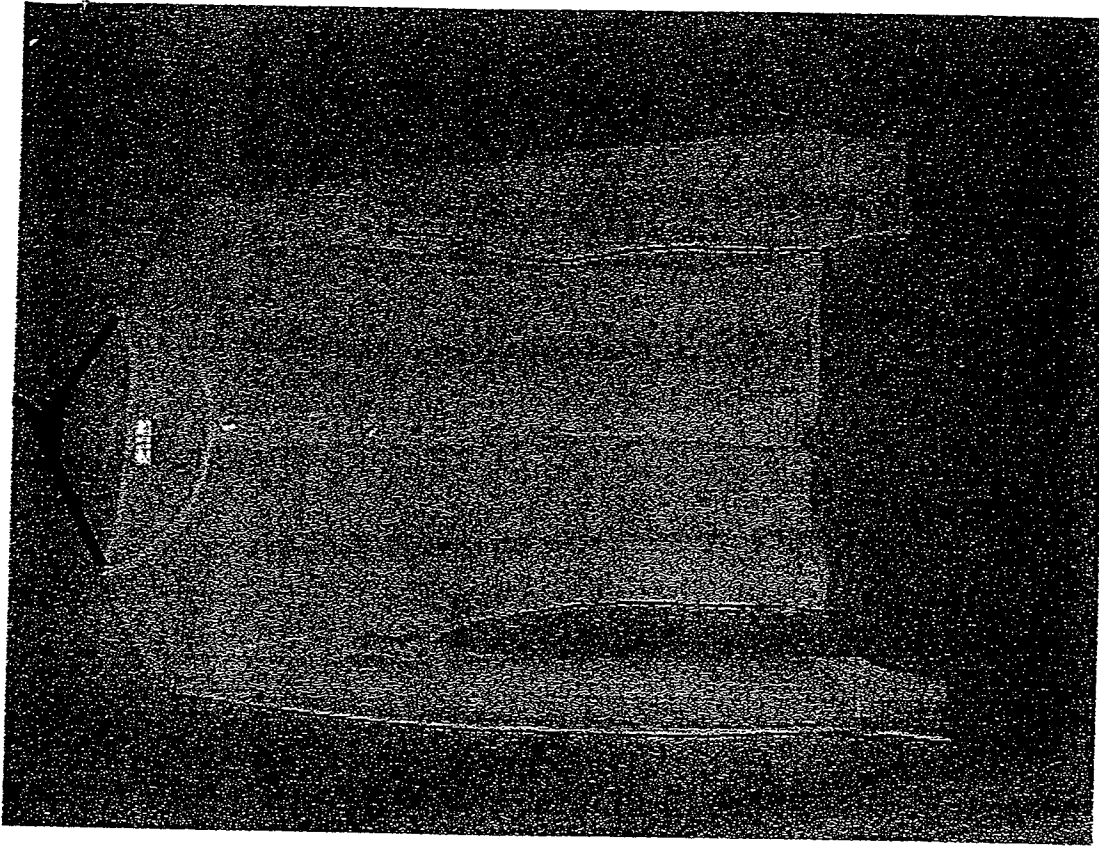
- Buyer Pays Shipping
- Seller Ships on Payment
- Seller will ship internationally

Item Information

[Bid History](#)

[Question & Answer](#)

Condition: New Without Tags (NWOT),



This Thermal top is by FORTUNA VALENTINO. White in color. Size M Cotton and polyester. If you have any questions, please email me. I take paypal, money order, and cash. High bidder pays shipping. I will combine

Fine intimate apparel. Panties, slips, gowns, robes, pajamas and more in...
www.shadowline-ling.com

Women's Sleepwear
[Compare Prices](#)
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www.bizrate.com

Women's Sleepwear
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Exhibit I



Dept Number 19
 Order Date 12/10/06
 Start Ship Date 02/25/07
 Cancelled if not Received by 03/22/07
 Consolidator G.O.H.
 P.O.B Point CA

DOMESTIC PURCHASE ORDER

P.O. # 01 823670 Ship Merchandise to: Marshall's Distribution Center # 881 4100 LONE MOUNTAIN ROAD NORTH LAS VEGAS, NV 89031	P.O. # 05 803670 Ship Merchandise to: Marshall's Distribution Center # 886 781 N. MAIN STREET BRIDgewater, VA 22812	P.O. # 07 803670 Ship Merchandise to: Marshall's Distribution Center # 887 2300 MILLER ROAD BEDFORD, VA 22825	P.O. # 08 803670 Ship Merchandise to: Marshall's Distribution Center # 889 83 COMMERCE WAY HOBBURN, MA 01801
--	---	---	--

Ln	Vendor Style#	Description	Color	Size	MLV	BRL	ATL	WOB
1	HL-1292 A	PAMPONA ANIMAL STCHL	BLACK					
2	HL-1292 A	PAMPONA ANIMAL STCHL	KHAKI					
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
					Total	881	887	889
					800	97	125	24
					900	146	205	361
								188

To: US MERCHANTS INC
 Attn: LISA NUNZIATA
 Wksht: 6542856237
 Fax #: 1-212-714-1124

Special Vendor Instructions:

Mark All Cartons as Indicated Below:

From: Your Company Name _____ Dept. # _____
 Address _____ Order # _____
 City, State, ZIP Code _____ Vendor Style # _____
 Country _____ Quantity _____
 Carton # _____

To: **Marshall's**
 Distribution Center # _____
 Address _____
 City, State ZIP Code _____

IMPORTANT VENDOR INSTRUCTIONS

- NO PARTIAL SHIPMENTS WILL BE ACCEPTED
- SHIP PKGS and ROUTING: All vendors must be thoroughly familiar with our routing guide, as it is part of this order.
- Any questions regarding carrier or routing call the Traffic Dept. at 1-800-333-1810 or visit our web-site: www.usmerchants.com

PRE-TICKETING:

- Please contact our Pre-Ticket Help Desk for:
 - All pre-booking questions
 - Tracking ticket shipments

TO CONTACT OUR PRE-TICKET HELP DESK:
 Phone: 1-800-852-0430 or 1-800-797-3428
 E-mail: ticket_info@usmerchants.com
 Fax: 1-800-797-3411

IMPORTANT TICKETING REMINDERS:

- NEVER mix T.J. Maxx and Marshall's items within an order
- NEVER substitute tickets
- All documents, such as invoices, correspondence, shipping documents, etc. must include the complete P.O. number and department number.
- Marshall's: Must include the distribution error pack (01, 02, 05, 07, 08). Example: P.O. 05-220332, Dept. 20
- Mail all original invoices to P.O. Box 9120, Framingham, MA 01701.
- DO NOT send invoices with coupons as this will delay payment.
- If you have questions regarding merchandise invoices, call 1-800-330-3407.
- Invoices must designate Marshall's; must include on only one DC destination.
- Payment terms are based on receipt date at each designated Marshall's distribution center.
- If merchandise is received after the 10th of the month, E.O.M. terms begin on the first of the following month.

The order is subject to all terms and conditions stated in the attached offer and vendor/information information
IMPORTANT DO NOT SHIP OR INVOICE WITHOUT ROUTING AND DISTRIBUTION INSTRUCTIONS. PLEASE CALL BUYER IF INSTRUCTIONS ARE NOT RECEIVED WITHIN 5 DAYS. NO PARTIAL SHIPMENTS WILL BE ACCEPTED.

Marshalls

PO: 803670 Vendor: US MERCHANTS INC

Page 1 of 7

DEPT. NO: 19		Domestic PO Number: 803670 WORKSHEET #: w642856237		FOB POINT	
VENDOR: US MERCHANTS INC		BUYER: MAUREEN CONVERSE NO 348		DDP/POE: No	
VENDOR FAX #: 2127142120		NO: 0H28		STATE: CA WHSE:	
Vendor Contact: Lisa Nunziata Vendor Email: Lisa.Nunziata@gmail.com		PRE-TICKET INFORMATION PRE-TICKET: No VENDOR MAKES TICKETS: No VENDOR NEEDS TICKETS BY:		SPECIAL VENDOR INSTRUCTIONS (150 Characters)	
PRE-TICKET INSTRUCTIONS :		VENDOR PACK: No		PRE PACK: No	
ORDER DATE Dec-18-2006		START SHIP DATE Feb-25-2007		Total Units: 1500	
Vendor Verification:		CANCEL CONSOLIDATOR Mar-22-2007		PAYMENT TERMS	
Date:		Buyer:		Disc Days From Due 0.0 30 G	
Date:		Merchandise Manager:		Date:	

M. SAMPLE DATE (7/27/2012) THIS ORDER IS SUBJECT TO PRE-APPROVAL & PRODUCTION SAMPLES APPROVAL

MSIR LBL CODE

LINE	CATG	STYLE	TY	UNIT	VENDOR	PE	MSIR LBL CODE	MSIR LBL CODE	UNITS	PRE- MSTR
1-2	0680	0	1	33.00	mi-1292 a	Khaki	mi-1292 a	300	0	0
<p>Where Sold: Pre Prod Sample: 1</p> <p>When Sold: 2</p> <p>Inspection Required By:</p> <p>Ticket Message 1: Ticket Type: 6</p> <p>Ticket Message 2:</p>										
<p>Where Sold: Pre Prod Sample: 1</p> <p>When Sold: 2</p> <p>Inspection Required By:</p> <p>Ticket Message 1: Ticket Type: 6</p> <p>Ticket Message 2:</p>										
<p>Where Sold: Pre Prod Sample: 1</p> <p>When Sold: 2</p> <p>Inspection Required By:</p> <p>Ticket Message 1: Ticket Type: 6</p> <p>Ticket Message 2:</p>										

ml 1292a - blk
 900
 900

Khaki
 900
 900

This order is subject to all terms and conditions stated in the attached legal and vendor information.
IMPORTANT DO NOT SHIP OR INVOICE WITHOUT ROUTING AND DISTRIBUTION INSTRUCTIONS. PLEASE CALL BUYER IF INSTRUCTIONS ARE NOT RECEIVED WITHIN 5 DAYS. NO PARTIAL SHIPMENTS WILL BE ACCEPTED.



PO: 711354 Vendor: 0

DEPT. NO: 19 Domestic PO Number: 711354 WORKSHEET #: W322563158

FOB POINT

An affiliate of the TJX Companies, Inc.

VENDOR:
FORTUNA VALENTINO
 VENDOR FAX #: 2127142120
 NO: 0
 BUYER: MAUREEN CONVERSE NO 348

City: Los Angeles STATE: CA WHSE: No DDPIPOE: No
SPECIAL VENDOR INSTRUCTIONS (150 Characters)
 reproduction and production samples required asap:reproduction and production samples required asap

PRE-TICKET INFORMATION
 PRE-TICKET: No
 VENDOR MAKES TICKETS: No
 VENDOR NEEDS TICKETS BY:
 VENDOR PACK: No PRE PACK: No Total Units: 3300

ORDER DATE Oct-13-2006 **START SHIP DATE** Feb-25-2007 **CANCEL CONSOLIDATOR** Mar-15-2007

Vendor Verification:
 Date: Buyer: Date: Merchandise Manager: Date:

PAYMENT TERMS

Disc	Days	From	Due
0.0	30	G	

LINE	CATG	STYLE	TY	UNIT	VENDOR	PE	COST	STYLE	COLOR	DESCRIPTION	CONTENT	MSIRLBI/CODE	JUNITS	PRE- MISTR	PACK	PACK	CIN
1-1		0880					33.00	1279b	white	whit lynx satchl	Inspection Required By:	fortuna valentino	0	0	0	0	0
		Pre Prod Sample:						1279b				Hang Tags Description:	0	0	0	0	0
		Where Sold:										Label Desc:	0	0	0	0	0
		When Sold:										Label Desc:	0	0	0	0	0
1-2		0680					17.00	ml1278a	black	blk nwprt bskt bag	Inspection Required By:	fortuna valentino	1200	0	0	0	0
		Pre Prod Sample:						ml1278a				Hang Tags Description:	0	0	0	0	0
		Where Sold:										Label Desc:	0	0	0	0	0
		When Sold:										Label Desc:	0	0	0	0	0
1-3		0690					17.00	ml1278a	red	red nwprt bskt bag	Inspection Required By:	fortuna valentino	900	0	0	0	0
		Pre Prod Sample:						ml1278a				Hang Tags Description:	0	0	0	0	0
		Where Sold:										Label Desc:	0	0	0	0	0
		When Sold:										Label Desc:	0	0	0	0	0
1-4		0280					33.00	ml1290a	white	whit lynx satchl	Inspection Required By:	fortuna valentino	500	0	0	0	0
		Pre Prod Sample:						ml1290a				Hang Tags Description:	0	0	0	0	0
		Where Sold:										Label Desc:	0	0	0	0	0
		When Sold:										Label Desc:	0	0	0	0	0

DISTRIBUTION AND ROUTING INSTRUCTIONS

11/29/06 07:16 PM PAGE 01



Dept Number 19
 Order Date 10/13/06
 Start Ship Date 02/25/07
 Cancelled if not
 Received by
 Consolidator 03/15/07
 G.O.H. N CA
 F.O.B Point

DOMESTIC PURCHASE ORDER

P.O. # 01 711355 Ship Merchandise to: Marshall's MAR LAS VEGAS Distribution Center # 881 4100 LONE MOUNTAIN ROAD NORTH LAS VEGAS, NV 89031	P.O. # 06 711355 Ship Merchandise to: Marshall's BRIDGEWATER Distribution Center # 886 701 N. MAIN STREET BRIDGEWATER, VA 22812	P.O. # 07 711355 Ship Merchandise to: Marshall's ATLANTA Distribution Center # 887 2300 MILLER ROAD DECATUR, GA 30035	P.O. # 08 711355 Ship Merchandise to: Marshall's HOBURN Distribution Center # 889 83 COMMERCE WAY HOBURN, MA 01801
--	---	---	--

Ln	Vendor Style#	Description	Color	Size	MLV	BRI	ATL	HOB
1	ML1292A	BLK PAMPLONA ANML SATCHL	BLACK					
2	ML1292A	KHK PAMPLONA ANML SATCHL	KHAKI					
3	ML1291A	NAT NATIVE STRM BG	NATURAL					
4					74	284	123	
5					212	395	189	
6					299	449	293	
7								
8								
9								
10								
11								
12								
13								
14								
					Total	881	887	889

To: US MERCHANTS INC
 Attn: LISA NUNZIATA
 Wxsh: 4322583159
 Fax #: 1-212-714-2120

Special Vendor Instructions:
 PREPRODUCTION AND PRODUCTION SAMPLES REQ
 WURED ASAP-PREPRODUCTION AND PRODUCTION
 SAMPLES REQUIRED ASAP-PREPRODUCTION AND
 PRODUCTION SAMPLES REQUIRED AS

Mark All Cartons as Indicated Below;

From:
 Your Company Name _____ Dept. #: _____
 Address _____ Order #: _____
 City, State, ZIP Code _____ Vendor Style #: _____
 Country _____ Quantity: _____
 Carton # _____

To: **Marshall's**
 Distribution Center # _____
 Address _____
 City, St _____ Zip Code _____

IMPORTANT VENDOR INSTRUCTIONS

NO PARTIAL SHIPMENTS WILL BE ACCEPTED

SHIPPING and ROUTING:

- All vendors must be thoroughly familiar with our routing guide, as it is part of this order.
- Any questions regarding carrier or routing call the Traffic Dept. at 1-800-333-1510 or visit our web-site: www.tjxl.com

PRE-TICKETING:

Please contact our Pre-Ticket Help Desk for:

- All pre-ticketing questions
- Tracking ticket shipments

Phone: 1-800-862-0930 or 1-548-797-6028
 Email: ticket_info@tjxl.com
 Fax: 1-608-791-0911

IMPORTANT TICKETING REMINDERS:

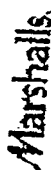
- NEVER mix T.J. Maxx and Marshall's tickets within an order
- NEVER substitute tickets
- NEVER pack T.J. Maxx merchandise with Marshall's merchandise
- ALWAYS show every extra ticket when order is complete

ACCOUNTS PAYABLE:

- All documents, such as invoices, correspondence, shipping documents, etc. must include the complete P.O. number and department number.
- Marshall's: Must include the distribution center prefix (01, 02, 06, 07, 08). Example: P.O. 08-222333, Dept. 20
- Mall all original invoices to P.O. Box 9126, Framingham, MA 01701.
- DO NOT send invoices with cartons as this will delay payment.
- If you have questions regarding merchandise invoices, call 1-508-390-3407.
- Invoices must designate Marshall's; must make to only one DC PO and only one DC destination.
- Payment terms are based on receipt date.

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PO: 711355 Vendor: 0

Page 1 of 7

DEPT. NO: 19		Domestic PO Number: 711355 WORKSHEET #: W322583158		FOB POINT	
VENDOR: FORTUNA VALENTINO		CITY: Los Angeles		STATE: CA WHSE:	
VENDOR FAX #: 2127142120		NO: 0		DDP/POE: No	
Vendor Contact: Lisa Nunziata Vendor Email: Lisa.Nunziata@gmail.com		BUYER: MAUREEN CONVERSE NO 348		SPECIAL VENDOR INSTRUCTIONS (150 Characters) <small>preproduction and production samples required asap-preproduction and production samples required asap</small>	
PRE-TICKET INFORMATION: PRE-TICKET: No VENDOR MAKES TICKETS: No VENDOR NEEDS TICKETS BY:		VENDOR PACK: No		PRE PACK: No	
PRE-TICKET INSTRUCTIONS:		ORDER DATE Oct-13-2006		Total Units: 2700	
START SHIP DATE Feb-25-2007		CANCEL CONSOLIDATOR Mar-19-2007		PAYMENT TERMS	
Vendor Verification:		Disc 0.0		Days 30	
Date:		From		Due	
Buyer:		Date:		Merchandise Manager:	
Date:		Date:		Date:	

PO: 711355 Vendor: 0

IF REGULAR, NO HOURS, TRADES, STRIKES, OR PROKED OFFERS. IF SAMPLE DATES APPEAR, THIS ORDER IS SUBJECT TO THE APPLICATION'S PRODUCTION SCHEDULE APPROVAL

PAGE- LINE CATG SVLE PE UNIT VENDOR COST STYLE DETAILED DESCRIPTION COLOR

LINE	CATG	SVLE	PE	UNIT	VENDOR	COST	STYLE	DESCRIPTION	COLOR	CONTENT	MSIR LBL/CODE	UNITS	PRE-MSIR	PACK	PACK	CTN
1-1				33.00	m11292a	33.00		Pre Prod Sample: khaki Where Sold: Prod Sample: When Sold: 2/23	black	Inspection Required By: khk pamplova anmt sateh1	fortuna valentino	0	0	0	0	0
								Where Sold: When Sold: 2/23		Inspection Required By: khk pamplova anmt sateh1	Hang Tags Description: fortuna valentino	0	0	0	0	0
								Where Sold: When Sold: 2/23		Inspection Required By: khk pamplova anmt sateh1	Label Desc: fortuna valentino	0	0	0	0	0
1-2				17.00	m11291a	17.00		Pre Prod Sample: natural Where Sold: Prod Sample: When Sold: 2/23	khaki	Inspection Required By: khk pamplova anmt sateh1	fortuna valentino	900	0	0	0	0
								Where Sold: When Sold: 2/23		Inspection Required By: khk pamplova anmt sateh1	Hang Tags Description: fortuna valentino	0	0	0	0	0
								Where Sold: When Sold: 2/23		Inspection Required By: khk pamplova anmt sateh1	Label Desc: fortuna valentino	0	0	0	0	0
1-3				12.00	m11291a	12.00		Pre Prod Sample: natural Where Sold: Prod Sample: When Sold: 2/23	khaki	Inspection Required By: khk pamplova anmt sateh1	fortuna valentino	1200	0	0	0	0
								Where Sold: When Sold: 2/23		Inspection Required By: khk pamplova anmt sateh1	Hang Tags Description: fortuna valentino	0	0	0	0	0
								Where Sold: When Sold: 2/23		Inspection Required By: khk pamplova anmt sateh1	Label Desc: fortuna valentino	0	0	0	0	0

MSIR LBL/CODE

UNITS

PRE-MSIR

PACK

PACK

CTN

MSIR LBL/CODE

UNITS

PRE-MSIR

PACK

PACK

CTN

MSIR LBL/CODE

UNITS

PRE-MSIR

PACK

PACK

CTN