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Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY
CASE NO. 15- 11127 (MBK)

In re:

C. WONDER LLC, *et al.*,¹

Debtors-in-Possession.

Chapter 11
(Joint Administration Pending)

HEARING DATE AND TIME:
January __, 2015, at __:__ .m.

ORAL ARGUMENT REQUESTED

NOTICE OF DEBTORS' MOTION FOR AN ORDER PURSUANT TO 11 U.S.C. §§ 363 AND 365 AND FED. R. BANKR. P. 2002, 6004 AND 6006: (1) APPROVING "STALKING HORSE" ASSET PURCHASE AGREEMENT FOR THE SALE OF CERTAIN OF THE DEBTORS' REMAINING ASSETS; (2) APPROVING BIDDING PROCEDURES AND FORM, MANNER AND SUFFICIENCY OF NOTICE; (3) SCHEDULING (A) AN AUCTION SALE AND (B) A HEARING TO CONSIDER APPROVING THE HIGHEST AND BEST OFFER; (4) AUTHORIZING THE DEBTORS TO SELL CERTAIN OF THEIR REMAINING ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS AND TO ASSUME AND ASSIGN CERTAIN RELATED EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (5) GRANTING OTHER RELATED RELIEF

TO: All Parties-in-Interest

PLEASE TAKE NOTICE that pursuant to an Order Shortening Time served herewith, on the ____ day of January, 2015, at __:__ .m., or as soon thereafter as counsel may be heard, the

¹ The Debtors in these Chapter 11 cases are C. Wonder LLC; C. Wonder Gift Cards Inc.; C. Wonder Transport LLC; CW Holland LLC and CW International Holdings LLC.

undersigned, proposed counsel for C. Wonder LLC, *et al.*, the within debtors-in-possession (the “**Debtors**”), shall move for entry of an Order pursuant to 11 U.S.C. §§ 363 and 365 and Fed. R. Bankr. P. 2002, 6004 and 6006: (1) Approving a “Stalking Horse” Asset Purchase Agreement for the Sale of Certain of the Debtors’ Remaining Assets; (2) Approving Bidding Procedures and Form, Manner and Sufficiency of Notice Thereof; (3) Scheduling (a) an Auction Sale and (b) a Hearing to Consider Approving the Highest and Best Offer; (4) Authorizing the Debtors to Sell Certain of Their Remaining Assets Free and Clear of Liens, Claims, Encumbrances, and Interests and to Assume and Assign Related Executory Contracts and Unexpired Leases; and (5) Granting Other Related Relief (the relief requested in subparts (1) through (3) is referred to as “**Part I of the Motion**” and the proposed Order granting Part I of the Motion, submitted herewith, is referred to as the “**Bidding Procedures Order**”; the relief requested in subparts (4) and (5) is referred to as “**Part II of the Motion**” and the proposed Order granting Part II of the Motion, submitted herewith, is referred to as the “**Sale Order**”). Pursuant to the Order Shortening Time, the Debtors shall move before the assigned United States Bankruptcy Judge, at the United States Bankruptcy Court, Clarkson S. Fisher, US Courthouse, 402 East State Street, Trenton, New Jersey 08608, for entry of the Bidding Procedures Order.

PLEASE TAKE FURTHER NOTICE that in support of the Motion, the undersigned shall rely on the “First Day” Declaration of Stephen Marotta and the accompanying Verified Application, which sets forth the relevant factual and legal basis upon which the relief requested should be granted. A proposed Order granting the relief requested in the Motion also is submitted herewith.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in the Motion shall be filed and served in accordance with the Order Shortening Time.

PLEASE TAKE FURTHER NOTICE that the undersigned request oral argument on the return date of the Motion.

COLE, SCHOTZ, MEISEL,
FORMAN & LEONARD, P.A.
Proposed Attorneys for C. Wonder LLC, *et al.*,
Debtors-in-Possession

By: /s/ Michael D. Sirota
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.

DATED: January 22, 2015

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY
CASE NO. 15- 11127 (MBK)

Chapter 11
(Joint Administration Pending)

In re:

C. WONDER LLC, *et al.*,¹

Debtors-in-Possession.

HEARING DATE AND TIME:

January ____, 2015, at __:__.m.

ORAL ARGUMENT REQUESTED

**VERIFIED APPLICATION IN SUPPORT OF THE DEBTORS' MOTION FOR
AN ORDER PURSUANT TO 11 U.S.C. §§ 363 AND 365 AND FED. R. BANKR.**

**P. 2002, 6004 AND 6006: (1) APPROVING "STALKING HORSE" ASSET
PURCHASE AGREEMENT FOR THE SALE OF CERTAIN OF THE
DEBTORS' REMAINING ASSETS; (2) APPROVING BIDDING PROCEDURES
AND FORM, MANNER AND SUFFICIENCY OF NOTICE; (3) SCHEDULING
(A) AN AUCTION SALE AND (B) A HEARING TO CONSIDER APPROVING
THE HIGHEST AND BEST OFFER; (4) AUTHORIZING THE DEBTORS TO
SELL CERTAIN OF THEIR REMAINING ASSETS FREE AND CLEAR OF
LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS AND TO ASSUME
AND ASSIGN CERTAIN RELATED EXECUTORY CONTRACTS AND
UNEXPIRED LEASES; AND (5) GRANTING OTHER RELATED RELIEF**

TO: Honorable Judge
of the United States Bankruptcy Court

¹ The Debtors in these Chapter 11 cases are C. Wonder LLC; C. Wonder Gift Cards Inc.; C. Wonder Transport LLC; CW Holland LLC and CW International Holdings LLC.

C. Wonder LLC, *et al.*, the within debtors-in-possession (the “**Debtor**”), by and through their proposed counsel, Cole, Schotz, Meisel, Forman & Leonard, P.A., respectfully represent:

I. INTRODUCTION AND JURISDICTION

1. This Verified Application is submitted in support of the Debtors’ motion (the “**Motion**”) for an Order pursuant to 11 U.S.C. §§ 363 and 365 and Fed. R. Bankr. P. 2002, 6004 and 6006: (1) Approving a “Stalking Horse” Asset Purchase Agreement for the Sale of Certain of the Debtors’ Remaining Assets; (2) Approving Bidding Procedures and Form, Manner and Sufficiency of Notice Thereof; (3) Scheduling (a) an Auction Sale and (b) a Hearing to Consider Approving the Highest and Best Offer; (4) Authorizing the Debtors to Sell Certain of Their Remaining Assets Free and Clear of Liens, Claims, Encumbrances, and Interests and to Assume and Assign Related Executory Contracts and Unexpired Leases; and (5) Granting Other Related Relief (the relief requested in subparts (1) through (3) is referred to as “**Part I of the Motion**” and the proposed Order granting Part I of the Motion, submitted herewith, is referred to as the “**Bidding Procedures Order**”; the relief requested in subparts (4) and (5) is referred to as “**Part II of the Motion**” and the proposed Order granting Part II of the Motion, submitted herewith, is referred to as the “**Sale Order**”).

2. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 1334 and 157(b). This is a “core” proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O).

3. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409(a).

II. BACKGROUND

4. On January 22, 2015 (the “**Filing Date**”), the Debtors filed voluntary petitions for relief pursuant to Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”). Since the Filing Date, the Debtors have remained in possession of their assets and continued

management of their businesses as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

5. A detailed description of the Debtors' businesses and facts precipitating the filing of the Debtors' Chapter 11 proceedings is set forth in the Declaration of Stephen Marotta, the Debtors' Chief Restructuring Officer, submitted in support of the Debtors' various "First Day Motions" (the "**Marotta Declaration**"). Those facts are incorporated herein by reference.

6. As set forth in the Marotta Declaration, the Debtors are a specialty retailer that design and market women's clothing, jewelry, shoes, handbags and other accessories as well as select home goods under the C. Wonder brand. The Debtors opened their first retail store in New York in 2011. By 2014, the Debtors had expanded their operations to include 29 locations across 13 states including their flagship location in Soho, New York.

7. The Debtors accumulated significant losses since their inception due to underperformance, reduced margins and lack of liquidity due to their substantial leasehold obligations. Before the Filing Date, the Debtors critically evaluated their long term business model. In that regard, the Debtors attempted to stabilize their operations by downsizing the store operations, and thus the number of employees, while initiating a wholesale channel for their business. The Debtors, however, were unable to negotiate work-out agreements with all of their landlords from the downsized store operations. Given their severe liquidity constraints and having failed to obtain additional funding, the Debtors determined that a prompt and orderly wind-down of their operations was the best way to maximize value for the benefit of all parties-in-interest.

8. The Debtors currently offer their products through their four (4) remaining U.S. retail stores. As of the Filing Date, the Debtors had assets with a book value of approximately \$43.7 million and liabilities of approximately \$61.0 million.

A. Factors that Precipitated Section 363 Sale of the Debtors' Assets

9. The Debtors have accumulated significant losses from operations since their inception. In 2013 and 2012, the Debtors lost approximately \$59 million and \$46 million respectively. As of December 28, 2013 and December 29, 2012, the Company had accumulated deficits of approximately \$133 million and \$74 million, respectively. The Debtors' negative operating performance is due, in large part, to an extremely competitive market for women's apparel and the still struggling national economy. Additionally, the Debtors attribute their underperformance, reduced margins and lack of liquidity to their substantial leasehold obligations. Many of the Debtors' leases have lengthy lease terms with onerous provisions, rendering its ability to close or relocate underperforming locations nearly impossible.

10. Before the Filing Date, the Debtors critically evaluated their long term business model. The Debtors initiated and explored alternative means to increase cash flow while at the same time implementing measures to control expenses and maximize cash flow. In the interim, on or about December 19, 2013, J. Christopher Burch ("JCB"), the Debtors' primary investor, provided the Debtors with an initial bridge loan in the original principal amount of \$15 million to fund the Debtors' mounting operating losses. The amount of that note was subsequently increased to \$45 million.

11. Beginning in August 2014, the Debtors began a series of layoffs of their employees. The Debtors continued to reduce their work force with additional layoffs in September and October of 2014. Simultaneously, the Debtors engaged A&G Realty Partners, LLC to negotiate with numerous landlords in hopes of terminating overly burdensome leases and

streamlining store operations and costs by exiting 17 locations by year end. The intent had been to stabilize the Debtors' operations by downsizing the store operations, and thus the number of employees, while initiating a true wholesale channel for their business.

12. Although the negotiations with the landlords initially seemed promising and the Debtors began to take steps to exit the 17 stores, negotiations bogged down and, while the locations were closed, the work-out agreements were not finalized as anticipated.² The inability to consummate these agreements, along with poorer than expected sales in November 2014, led the Debtors to explore alternative means to resolve their liquidity issues. Ultimately, the Debtors were unable to secure sufficient liquidity to ensure they did not accrue liabilities to creditors and employees beyond their means to pay.

13. Given their severe liquidity constraints, the Debtors determined that a prompt and orderly wind-down of their operations was the best way to maximize value for the benefit of all parties-in-interest. In December 2014, the Debtors determined it would be in the best interest of their creditors to decrease operating costs by (i) reducing the number of corporate employees to those necessary to wind down the Debtors' affairs and (ii) closing an additional seven stores. The Debtors continue to operate the remaining four stores (Soho, Flat Iron, Time Warner Center and Manhasset) to effectuate the sale of the remaining inventory.

14. Based on the foregoing, the Debtors decided that a Chapter 11 filing was the best option available for resolving all creditor claims and maximizing value. Contemporaneously with the commencement of these Chapter 11 cases, the Debtors entered into an Asset Purchase Agreement (the "**APA**") with Burch Acquisition LLC (the "**Proposed Purchaser**") whereby the Proposed Purchaser has agreed to purchase certain of the Debtors' remaining assets, namely the

² The Debtors' North Park location had not yet been opened.

Debtors' intellectual property and the leasehold interest and personal property associated with the Debtors' New York headquarters operation (the "**Assets**"). A copy of the APA is attached as **Exhibit A**. The Debtors believe that a Chapter 11 filing, together with the sale of the Debtors' remaining assets, is in the best interests of the Debtors' estates.

III. SUMMARY OF THE MATERIAL TERMS OF THE APA³

15. Pursuant to the terms and subject to the conditions of the APA, the Debtors, subject to a Court-approved auction and sale process and any higher and better offers in accordance with the proposed bidding procedures attached as Exhibit 1 to the Bidding Procedures Order (the "**Bidding Procedures**"), will sell to the Proposed Purchaser their right, title and interest in and to the Assets and, in connection therewith, to assign to the Proposed Purchaser the Assumed Contracts and Leases. The Proposed Purchaser will purchase the Assets and acquire the Assumed Contracts and Leases free and clear of liens and claims pursuant to Sections 363 and 365 of the Bankruptcy Code.

16. The terms of the Proposed Purchaser's offer to purchase the Assets are set forth in the APA, and are summarized herein:

- (a) Proposed Purchaser. The Proposed Purchaser is an insider and is owned by JCB, the owner of approximately 73% of C. Wonder.
- (b) Purchased Assets. Pursuant to Section 2.1 of the APA, the Proposed Purchaser shall acquire the Assets, which shall include, among other things, (i) all tangible personal property at the Debtors' corporate offices located at 1115 Broadway, New York, New York, (ii) the Leases, together with all fixtures, structures, improvements and other appurtenances thereto and thereon, (iii) the Assumed Contracts and Lease, (iv) all interests of the Debtors in and to all Intellectual Property including Avoidance Actions related thereto, (v) all books and records of the

³ The foregoing is only a summary of the APA. The reader is urged to consult the APA for a complete and accurate description of its terms. Any capitalized terms used but not otherwise defined in Section III hereof shall have the meanings ascribed to them in the APA.

Debtors, (vi) all marketing, advertising and promotional materials and product samples, (vii) Avoidance Actions against the Debtors' employees, (viii) all Claims that may exist by the Company against Burch Creative Capital, J. Christopher Capital LLC ("**BCC**") and their affiliates and subsidiaries under a Shared Services Agreement ("**SSA**") and (ix) all goodwill associated with the Business and/or the Assets, See APA, § 2.1.

- (c) Excluded Assets. Section 2.2 of the APA sets forth the Excluded Assets, which include, but are not limited to: (i) any Contracts and Leases that are not described in Section 2.1; (ii) cash and cash equivalents of the Debtors; (iii) the Purchase Price; (iv) Inventory; (v) accounts receivables and other receivables of the Debtors; (vi) all Avoidance Actions not described in Section 2.1; (vii) all rights, claims and causes of action of the Debtors that do not relate to the APA; (viii) all corporate books and records relating to the Debtors' organization and existence; and (ix) any shares of stock or equity interests in any subsidiaries of C. Wonder. See APA, § 2.2.
- (d) Assumed Liabilities. Section 2.3 of the APA sets forth the Assumed Liabilities which include (i) the Cure Amounts and post-closing liabilities under the Assumed Contracts and Leases, (ii) reimbursement of the post-petition liabilities under the Leases, net of any amount received by the Debtors under any sublease or other related agreements, (iii) the Debtors' liabilities to BCC under the SSA prior to or after the Closing Date, (iv) unpaid severance to employees as set forth on Schedule 2.3(a) up to \$675,000; and (v) the return of the security deposit to Poppin Inc. in the amount of \$65,000. See APA, § 2.3.
- (e) Excluded Liabilities. Pursuant to Section 2.4 of the APA, the Proposed Purchaser shall not assume or be obligated to pay any of the following Excluded Liabilities: (i) Liabilities which are not Assumed Liabilities; (ii) Liabilities associated with any of the Excluded Assets; (iii) Liabilities associated with any and all indebtedness of any Debtor for borrowed money not included in the Assumed Liabilities; (iv) Liabilities arising out of or in connection with claims, litigation and proceedings for acts or omissions that occurred, or arise from events that occurred, prior to the Closing Date; (v) penalties, fines, settlements, interests, costs and expenses arising out of or incurred as a result of any actual or alleged violation of any Law prior to the Closing Date; (vi) all Liabilities for Taxes attributable to the operation of the Business prior to the Closing Date; (vii) Liabilities arising out of or resulting from layoffs or termination of any employees by any Seller prior to Closing and/or the consummation of the Transactions, including, but not limited to any liabilities under the WARN Act; and (viii) all Liabilities for expenses relating to the negotiation and preparation of the APA and relating to the Transactions. See APA, § 2.3.

- (f) Cure Payments. The Proposed Purchaser shall pay all Cure Amounts with respect to the Assumed Contracts within ten (10) Business Days from the Closing Date in accordance with the Sale Order. See APA, §6.2.
- (g) Purchase Price. The aggregate purchase price for the Assets is \$2,050,000. See APA, § 2.5.
- (h) Closing Date. The closing of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities shall take place on the fifth (5th) Business Day after the satisfaction or waiver of the conditions set forth in Sections 8, 9 and 10 of the APA or such other time as the parties may agree.
- (i) Representations and Warranties. The APA contains representations and warranties of the Debtors in Section 3 and of Proposed Purchaser in Section 4.
- (j) Covenants. The APA contains covenants of the Debtors in Section 5.
- (k) Bankruptcy Court Matters. The APA is subject to approval by the Bankruptcy Court and the consideration by the Debtors of higher or better competing bids. See APA, §§ 9.4 and 9.5.
- (l) Conditions to Closing. The APA contains conditions to Closing in Section 10. In particular, as a condition to the Debtors' obligations, the Proposed Purchaser has agreed to cause JCB to subordinate \$20 million of his unsecured note.
- (m) Termination. The APA contains termination provisions in Section 10.2.

17. The Debtors seek authority to sell the Assets to the Proposed Purchaser on the terms and conditions set forth in the APA or to a higher and better bidder to be determined in accordance with the Bidding Procedures. The Debtors believe that the sale of the Assets will maximize value for the benefits of their stakeholders. The Debtors further believe that their securing the Proposed Purchaser as a “stalking horse” bidder and the Debtors’ marketing of the Assets over the time period contemplated by the Bidding Procedures and the holding of the Auction will result in the highest and best price for the Assets.

IV. RELIEF REQUESTED AND BASIS THEREFOR

18. The Debtors request that this Court, inter alia, (i) authorize the sale of the Assets (the “**Sale**”) to the Proposed Purchaser pursuant to the APA or to another Successful Bidder (as defined in the Bidding Procedures) pursuant to a competing asset purchase agreement entered into with such Successful Bidder in accordance with the Bidding Procedures, free and clear of all liens, claims, encumbrances, and interests pursuant to Section 363(b), (f), (k), and (m), (ii) approve the assumption and assignment of the Assumed Contracts and Leases pursuant to Section 365 of the Bankruptcy Code, (iii) approve the APA as a stalking horse bid, the Bidding Procedures and the form, manner and sufficiency of notice of the Sale, and (iv) grant such other and further relief as appropriate.

B. The Bidding Procedures Are Reasonable and Appropriate

19. The Debtors propose and respectfully request approval of the Bidding Procedures attached as Exhibit 1 to the Bidding Procedures Order to govern the Auction and proposed Sale of the Assets.

20. The Debtors believe that the Bidding Procedures are appropriate under Sections 105 and 363 of the Bankruptcy Code to ensure that the bidding process is fair and reasonable and will yield the maximum value for their estates and creditors. The Bidding Procedures proposed herein are designed to maximize the value received for the Debtors’ assets by facilitating a competitive bidding process in which all potential bidders are encouraged to participate and submit competing bids. The Bidding Procedures provide potential bidders with sufficient notice and opportunity to acquire information necessary to submit a timely and informed bid. Thus, the Debtors and all parties in interest can be assured that the consideration for the Assets will be fair and reasonable. At the same time, the Bidding Procedures provide the Debtors with the

opportunity to consider all competing offers and to select, in their reasonable business judgment, the highest and best offer for the Assets.

21. In addition, the Debtors respectfully request that the Court schedule a hearing to confirm the results of the auction, if any, and to approve the Sale (the “**Sale Hearing**”) no later than five (5) days after the date of the Auction. The Debtors intend to market the Assets post-petition. The Debtors firmly believe that their efforts to sell the Assets will have been maximized and, therefore, any delay in the date of the auction or the Sale Hearing will serve no meaningful purpose. To the contrary, such delay will only cause the further decline in value of the Assets to the detriment of the Debtors, their creditors and estates.

A. The Debtors Should Be Authorized to Sell their Assets Pursuant to Sections 105(a) and 363(b)(1) of the Bankruptcy Code

22. Section 363(b)(1) of the Bankruptcy Code governs sales of assets outside the ordinary course of business and provides as follows:

The trustee [or debtor-in-possession], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.

11 U.S.C. § 363(b)(1).⁴

23. Section 105(a) provides, in relevant part, that “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.”

11 U.S.C. § 105(a).

24. Although the Bankruptcy Code does not articulate the standard for approving a sale of assets (other than requiring notice and a hearing), the United States Court of Appeals for the Third Circuit in the seminal case of In re Abbotts Dairies of Pa., Inc., 788 F.2d 143, 149-50

⁴ Federal Rule of Bankruptcy Procedure 6004 authorizes sales outside of the ordinary course of business to be conducted privately or by public auction. Fed. R. Bankr. P. 6004(f)(1).

(3d Cir. 1986) interpreted Section 363(b)(i) to require a finding by the Bankruptcy Court that the acquirer of a debtor's assets be a good faith purchaser. The Third Circuit construed the "good faith purchaser" standard to mean one who purchases "in good faith" and for "value." Abbotts Dairies, 788 F.2d at 147.

25. The Third Circuit in Abbotts Dairies then analogized the bona fides of a Section 363(b)(1) purchaser to a buyer at a judicial sale:

The requirement that a purchaser act in good faith . . . speaks to the integrity of his conduct in the course of the sale proceedings. Typically, the misconduct that would destroy a purchaser's good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.

Abbotts Dairies, 788 F.2d at 147 (quoting In re Rock Indus. Mach. Corp., 572 F.2d 1195, 1198 (7th Cir. 1978)).

26. Finally, the Court noted that "[t]raditionally, courts have held that "[f]air and valuable consideration is given in a bankruptcy sale when the purchaser pays 75% percent of the appraised value of the assets." Abbotts Dairies, 788 F.2d at 149; In re Karpe, 84 B.R. 926, 933 (Bankr. M.D. Pa. 1988).

27. Respectfully, the sale of the Assets in accordance with the APA and Bidding Procedures satisfies the Abbotts Dairies test. First, the Debtors have fully disclosed and requested the Court's approval of the Bidding Procedures and all the terms and conditions of the Sale and proposed auction, and intend to provide comprehensive notice of the sale as discussed below. See In re Colony Hill Assoc., 111 F.3d 269 (2d Cir. 1997) (determination of "good faith" is based on traditional equitable principles, including whether there has been full disclosure to the Bankruptcy Court). In addition, the Debtors intend to market the Sale of the Assets post-petition. Given the prospect of securing a viable third-party bidder before the Filing Date, the

Debtors negotiated with the Proposed Purchaser for a commitment to buy the Assets. After that commitment was secured in principle, the APA was negotiated by the Debtors, their advisors, the Proposed Purchaser and its advisors at arms' length, and the Debtors believe that the Purchase Price and other consideration being provided under the APA such as, for example, the assumption of the Assumed Liabilities and JCB's subordination of \$20 million of unsecured debt, represent reasonably equivalent value and fair consideration for the Assets. Lastly, the Debtors are hopeful that as a result of their intended notice of the Sale to all potentially interested parties and marketing of the Assets post-petition, interested purchasers will be encouraged to submit bids, attend the auction and generate a spirited bidding process.

28. In addition to the Abbotts Dairies requirements (which, respectfully, the Debtors clearly satisfy), courts typically require a sound business purpose to sell assets outside of a plan of reorganization. In re Lionel Corp., 722 F.2d 1063 (2d Cir. 1983); In re Del. & Hudson Ry. Co., 124 B.R. 169, 175-76 (D. Del. 1991); In re Titusville Country Club, 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991); In re Sovereign Estates, Ltd., 104 B.R. 702, 704 (Bankr. E.D. Pa. 1989); In re Conroe Forge & Mfg. Corp., 82 B.R. 781, 783-86 (Bankr. W.D. Pa. 1988); In re Indus. Valley Refrigeration & Air Conditioning Supplies, Inc., 77 B.R. 15,21 (Bankr. E.D. Pa. 1987). Courts consider the following non-exhaustive list of factors in determining whether a sound business purpose exists: (a) sound business reason for the sale; (b) accurate and reasonable notice; (c) proportionate value of the asset to the estate as a whole (fair and reasonable); (d) the amount of elapsed time since the filing; (e) the likelihood that a plan of reorganization will be proposed and confirmed in the near future; (f) the effect of the proposed disposition on the future plan; (g) the amount of proceeds to be obtained from the sale versus the appraised value of the property sold; and (h) whether the asset is decreasing or increasing in value. Lionel Corp., 722

F.2d at 1071; Del. & Hudson Ry., 124 B.R. at 176; In re Weatherly Frozen Food Grp., Inc., 149 B.R. 480, 483 (Bankr. N.D. Ohio 1992). A debtor's showing of sound business justification need not be unduly exhaustive. Rather, a debtor is "simply required to justify the proposed disposition with sound business reason." In re Baldwin United Corp., 43 B.R. 888, 906 (Bankr. S.D. Ohio 1984).

29. Consideration of the above factors here unequivocally establishes that the sale should be approved. As discussed above, the Debtors will solicit proposals for the purchase of the Assets before the proposed bid deadline and, based on the Debtors' marketing efforts, the Debtors will have, under the circumstances, amply marketed the Assets before the proposed date of the Sale Hearing. The Debtors have proposed Bidding Procedures designed to maximize the purchase price for the Assets. Those Bidding Procedures and the form and manner of notice of the sale have been submitted for approval to the Court and will ensure that any and all interested parties will receive adequate notice of the Auction to allow for a competitive sale process.

30. Furthermore, the terms of the APA satisfy not only the business judgment test but also the higher scrutiny applied to insider transactions in Chapter 11 cases. In light of the value attributable to the Proposed Purchaser's proposal, the involvement of the Debtors' advisors in the negotiation and documentation of the APA, and the terms of the APA itself, the Debtors submit the proposed sale to the Proposed Purchaser (an insider) satisfies this heightened scrutiny. See, e.g., In re MEE Apparel LLC and MEE Direct LLC, Case No. 14-16484 (Bankr. D.N.J. May 30, 2014) (approving sale to insider affiliate); In re Summit Global Logistics, Inc., No. 08-11566, 2008 WL 819934, at *11-12 (Bankr. D.N.J. Mar. 26, 2008) (approving sale of assets to insider affiliate where the selling debtors demonstrated transparent process led by independent director and reasonableness of consideration, among other factors); see also In re Crown Village Farm,

415 B.R. 86, 93 (Bankr. D. Del. 2009) (where a debtor seeks to enter into a transaction with an insider (as defined under section 101(31) of the Bankruptcy Code), the transaction is subject to heightened scrutiny, as required by non-bankruptcy law); In re Bidermann Indus. U.S.A., Inc., 203 B.R. 547, 551 (Bankr. S.D.N.Y. 1997) (holding that sales to insiders were “necessarily subjected to heightened scrutiny because they are rife with the possibility of abuse”).

31. For all these reasons, the Debtors respectfully submit that the Sale of the Assets is supported by sound business reasons and is in the best interests of the Debtors and their estates. Accordingly, the Debtors request approval of the sale to the Proposed Purchaser, or the Successful Bidder, pursuant to Section 363(b) of the Bankruptcy Code.

B. The Sale Will Not Require the Appointment of a Consumer Privacy Ombudsman

32. The Sale of the Assets will not necessitate the appointment of a consumer privacy ombudsman in accordance with Section 332 of the Bankruptcy Code. Section 363(b)(1) of the Bankruptcy Code provides that:

if the debtor in connection with offering a product or a service discloses to an individual a policy prohibiting the transfer of personally identifiable information about individuals to persons that are not affiliated with the debtor and if such policy is in effect on the date of the commencement of the case, then the trustee may not sell or lease personally identifiable information to any person unless . . . such sale or such lease is consistent with such policy.

11 U.S.C. § 363(b)(1).

33. Section 101(41A) defines “personally identifiable information” as an individual’s name, residence address, email address, telephone number, social security number or credit card number, as well as an individual’s birth date or other information that, if associated with the information described previously, would permit the identification or contacting of the individual.” 11 U.S.C. § 101(41A).

34. The Debtors’ privacy policy provides as follows:

Business Transfers: If we are acquired by or merged with another company, if substantially all of our assets are transferred to another company, or as part of a bankruptcy proceeding, we may transfer the information we have collected from you to the acquiring company.

35. Given that the Debtors' privacy policy contemplated the transfer of personal information, Section 363(b)(1) does not apply and the appointment of a consumer privacy ombudsman is not necessary.

C. **The Debtors Should be Authorized to Sell their Assets Free and Clear of Liens, Claims and Interests Pursuant to Section 363(f) of the Bankruptcy Code**

36. The Bankruptcy Code authorizes a debtor-in-possession to sell property of the estate under Section 363(b) free and clear of any interest or lien in such property if one of the following five criteria is met:

- (a) applicable non-bankruptcy law permits sale of such property free and clear of such interest;
- (b) such entity consents;
- (c) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (d) such interest is in bona fide dispute; or
- (e) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

37. This statute authorizes the sale of assets "free and clear of any interest." The term "any interest," as used in Section 363(f), is not defined in the Bankruptcy Code. The Third Circuit Court of Appeals specifically addressed the scope of the term "any interest" in Folger Adam Sec. v. DeMatteis/MacGregor, JV, 209 F.3d 252, 258 (3d Cir. 2000). The Third Circuit observed that while some courts have "narrowly interpreted that phrase to mean only in rem

interests in property,” the trend in modern cases is towards a “broader interpretation which includes other obligations that may flow from ownership of the property.” Id. at 258. In turn, the Folger Adam Court cited with approval the Fourth Circuit’s ruling in In re Leckie Smokeless Coal Co., 99 F.3d 573, 58 1-82 (4th Cir. 1996) for the proposition that debtors “could sell their assets under § 363(f) free and clear of successor liability that otherwise would have arisen under federal statute.” Folger Adam, 209 F.3d at 258.

38. Here, the Debtors are unaware of any liens, claims, interests in or against the Assets, but as a precautionary measure, request that the sale of the Assets to the Proposed Purchaser be free and clear of any liens, claims or interests.

D. Good Faith Under Section 363(m) of the Bankruptcy Code; Sale Not In Violation of Section 363(n) of the Bankruptcy Code

39. Section 363(m) of the Bankruptcy Code provides:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m).

40. Section 363(n) of the Bankruptcy Code, among other things, provides that a trustee may avoid a sale under such section if the sale price was controlled by an agreement among potential bidders at the sale. The Third Circuit in Abbotts Dairies noted the kind of misconduct that would destroy a buyer’s good faith. Abbotts Dairies, 788 F.2d at 147.

41. While the Proposed Purchaser is owned by JCB, the APA represents a negotiated, arms’-length transaction, in which the Proposed Purchaser has acted in good faith, without collusion or fraud of any kind. The terms of the APA were primarily negotiated by the Debtors’

professionals and the Proposed Purchaser's professionals. Additionally, the Purchase Price is significantly higher than what the Debtors believe they could recover in a liquidation. Therefore, the Debtors respectfully request that the Court find that the Proposed Purchaser has purchased the Assets in good faith within the meaning of Section 363(m) of the Bankruptcy Code, and is entitled to the protections of Sections 363(m) and 363(n) of the Bankruptcy Code. If a party other than the Proposed Purchaser emerges as the Successful Bidder, the Debtors intend to make the appropriate showing at the Sale Hearing that such Successful Bidder satisfies the requirements of "good faith" and similarly is entitled to relief under Sections 363(m) and 363(n).

E. The Debtors Should Be Authorized to Assume and Assign the Assumed Contracts and Leases

42. Section 365 allows the debtor in possession to "maximize the value of the debtor's estate" by assuming executory contracts or unexpired leases that "benefit the estate" and by rejecting those that do not. Cinicola v. Scharffenberger, 248 F.3d 110, 119 (3d Cir. 2001) (quotations omitted).

43. Under Section 2.3 of the APA and Schedule 2.3 of the APA, the Debtors shall assume and assign the Assumed Contracts and Leases to the Proposed Purchaser on the Closing Date. The Cure Amounts, as determined by the Bankruptcy Court, if any, necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Assumed Contracts and Leases assumed at Closing, shall be paid by Proposed Purchaser, and the Debtors shall have no liability therefor.

44. Section 365 of the Bankruptcy Code authorizes a debtor-in-possession to assume any executory contract or unexpired lease, subject to Court approval. 11 U.S.C. § 365(a). The requirements for assumption of executory contracts and unexpired leases, if there has been a default thereunder, are set forth in Section 365(b)(1):

(b)(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee [debtor-in-possession] may not assume such contract or lease unless, at the time of assumption of such contract or leases, the trustee -

(A) cures, or provides adequate assurance that the trustee will promptly cure, such default;

(B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and

(C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b).

45. Section 365 further provides that a debtor-in-possession may assign an executory contract or unexpired lease if: (i) it assumes the contract in accordance with the provisions of Section 365(b) of the Bankruptcy Code; and (ii) adequate assurance of future performance by the assignee is provided. 11 U.S.C. § 365(f)(2). The Bankruptcy Code does not define the meaning of “adequate assurance of future performance.” Courts have held that the words “adequate assurance of future performance” must be given a “practical, pragmatic construction” in “light of the proposed assumption.” In re Fleming Cos., 499 F.3d 300 (3d Cir. 2007) (quoting Cinicola, 248 F.3d at 120 n. 10 (3d Cir. 2001)). See also Carlisle Homes, Inc. v. Arrari (In re Carlisle Homes, Inc.), 103 B.R. 524, 538 (Bankr. D.N.J. 1989); see also In re Natco Indus., Inc., 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (adequate assurance of future performance does not mean absolute assurance that debtor will thrive and pay rent); In re Bon Ton Rest. & Pastry Shop, Inc., 53 B.R. 789, 803 (Bankr. N.D. Ill. 1985) (“Although no single solution will satisfy every case, the required assurance will fall considerably short of an absolute guarantee of performance.”).

46. Among other things, adequate assurance may be given by demonstrating the assignee’s financial health and experience in managing the type of enterprise or property

assigned. See In re Bygaph, Inc., 56 B.R. 596,605-06 (Bankr. S.D.N.Y. 1986) (adequate assurance of future performance is present when prospective assignee of a lease from debtor has financial resources and has expressed a willingness to devote sufficient funding to business in order to give it strong likelihood of succeeding; chief determinant of adequate assurance is whether rent will be paid). See also In re Vitanza, Case No. No. 98-19611-DWS, 1998 WL 808629, at *26 (Bankr. E.D. Pa. 1998) (“The test is not one of guaranty but simply whether it appears that the rent will be paid and other lease obligations met.”)

47. Here, the assumption and assignment of the Assumed Contracts and Leases are a necessary part of the APA, and the Debtors satisfy all the relevant requirements of Section 365 of the Bankruptcy Code. First, pursuant to the APA, all cure amounts required to be paid to the counterparties to the Assumed Contracts must be paid by the Proposed Purchaser. As reflected in the Bidding Procedures Order, the counterparties to the Assumed Contracts and Leases will have sufficient opportunity to review and object to the Debtors’ cure statement (the “**Cure Statement**”), which reflects the amounts the Debtors believe are due and owing to the non-debtor parties as of the Filing Date and will be filed with the Court and served on the counterparties within two (2) weeks after entry of the Bidding Procedures Order. In the event any potential disputes to the updated Cure Statement cannot be resolved consensually, the Debtors will request that the Court schedule a hearing to adjudicate the dispute and will escrow sufficient funds to pay those amounts pending Court Order.

48. The Debtors also request approval of the proposed Notice to Counterparties to Executory Contracts and Unexpired Leases That May Be Assumed and Assigned (the “**Notice of Assumption and Assignment**”) substantially in the form attached as Exhibit 3 to the Bidding Procedures Order. The Notice of Assumption and Assignment is intended to provide

counterparties to the Assumed Contracts and Leases with the Cure Statement for their applicable Assumed Contracts and Leases and simplified instructions of how they need to proceed with respect to the proposed assumption and assignment of their respective Assumed Contracts to The Proposed Purchaser or the Successful Bidder.

49. The Proposed Purchaser or Successful Bidder will demonstrate at the Sale Hearing adequate assurance of future performance under the Purchased Contracts and Leases, including to the extent required by Section 365(b)(3). Accordingly, given the requirements of Section 365 of the Bankruptcy Code are satisfied, the Debtors should be authorized to assume and assign the Assumed Contracts and Leases to the Proposed Purchaser or Successful Bidder.

F. The Notice Provisions and Procedures Are Reasonable and Appropriate

50. Pursuant to Fed. R. Bankr. P. 2002(a) and (c), the Debtors are required to notify creditors of the proposed sale of the Assets, including a disclosure of the time and place of the Auction, the terms and conditions of the proposed sale, and the deadline for filing objections.

51. The Debtors submit that the notice procedures described above fully comply with Fed. R. Bankr. P. 2002 and are reasonably calculated to provide timely and adequate notice of the proposed sale of the Assets, the Bidding Procedures, the Auction, the Cure Amount, and the Sale Hearing to the Debtors' creditors and all other parties-in-interest that are entitled to notice, as well all those parties that have expressed a *bona fide* interest in acquiring the Purchased Assets.

52. Based upon the foregoing, the Debtors respectfully request that the Court approve the notice procedure proposed above, including the form and manner of service of the Sale Notice attached as Exhibit 4 to the Bidding Procedures Order.

G. Relief Under Bankruptcy Rule 6004(h) and 6006(d)

53. Pursuant to Fed. R. Bankr. P. 6004(h), unless the Court orders otherwise, all orders authorizing the sale of the assets pursuant to Section 363 of the Bankruptcy Code are automatically stayed for fourteen (14) days after entry of the order. The purpose of Rule 6004(h) is to provide sufficient time for an objecting party to request a stay pending appeal before the order can be implemented. Additionally, Fed. R. Bankr. P. 6006(d) provides that “[a]n order authorizing the trustee to assign an executory contract or unexpired lease under § 365(f) is stayed until the expiration of 14 days after the entry of the order, unless the court orders otherwise.”

54. The purpose of Fed. R. Bankr. P. 6004(h) and 6006(d) is to provide sufficient time for an objecting party to appeal before an order can be implemented. See Advisory Committee Notes to Fed. R. Bankr. P. 6004(h) and 6006(d). Although Fed. R. Bankr. P. 6004(h) and 6006(d) and the Advisory Committee Notes are silent as to when a court should “order otherwise” and eliminate or reduce the 14-day period, the leading treatise on bankruptcy suggests that the stay period should be eliminated to allow a sale or other transaction to close immediately “where there has been no objection to the procedure.” 10 COLLIER ON BANKRUPTCY, ¶ 6004.10 at 6004-18 (L. King., 15th rev. ed. 2008). The treatise further provides that if an objecting party informs the court of its intent to appeal, the stay may be reduced to the amount of time actually necessary to file such appeal. Id.

55. To maximize the value received for the Assets and minimize accruing liabilities, the Debtors seek to consummate the sale of the Assets to the Successful Bidder as soon as possible following the Sale Approval Hearing.

56. Accordingly, the Debtors request that the Court waive the fourteen-day stay period under Fed. R. Bankr. P. 6004(h) and 6006(d) or, in the alternative, if an objection to the

proposed sale of the Assets is filed, reduce the stay period to the minimum amount of time needed by the objecting party to file its appeal.

V. NOTICE

57. Notice of this Motion is being provided to (i) the United States Trustee, (ii) the holders of the twenty largest unsecured claims against each of the Debtors, (iii) all counterparties to executory contracts and the unexpired leases, (iv) any entity that has expressed a *bona fide* interest in acquiring the Debtors' assets, (v) the Securities and Exchange Commission, (vi) the Internal Revenue Service, (vii) the United States Department of Justice and (viii) all parties having filed requests for notices in these Chapter 11 cases.

58. Due to the nature of the relief requested herein, the Debtors submit that no other or further notice need be given.

VI. CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court grant the Motion by entering the Bidding Procedures Order and Sale Order, and such other relief as the Court deems just and appropriate under the circumstances.

Respectfully submitted,

COLE, SCHOTZ, MEISEL,
FORMAN & LEONARD, P.A.
Proposed Attorneys for C. Wonder LLC, *et al.*,
Debtors-in-Possession

By: /s/ Michael D. Sirota
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.

DATED: January 22, 2015

VERIFICATION

STEPHEN MAROTTA, of full age, certifies as follows:

1. I am the Chief Restructuring Officer of C. Wonder LLC, *et al.*, the within debtors-in-possession (the “**Debtors**”). As such, I have full knowledge of the facts set forth in and am duly authorized to make this Verified Application on the Debtor’s behalf.

2. I have read the foregoing Verified Application and certify that the statements contained therein are true based upon my personal knowledge, information and belief.

3. I am aware that if any of the factual statements contained in the Verified Application are willfully false, I am subject to punishment.

DATED: January 22, 2015

 /s/ Stephen Marotta
STEPHEN MAROTTA

EXHIBIT A

ASSET PURCHASE AGREEMENT

DATED AS OF JANUARY 22, 2015

BY AND AMONG

**C. WONDER LLC
AND INDIRECT SUBSIDIARIES OF
NAMED HEREIN**

AS SELLERS,

AND

BURCH ACQUISITION LLC

AS PURCHASER

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of this 22nd day of January, 2015, by and among Burch Acquisition LLC, a Delaware limited liability company and any entity or entities formed on its behalf to consummate the transaction described herein (“Purchaser”) and C. Wonder (“Parent”) and each of Parent’s direct and indirect Subsidiaries (as defined below) listed on the signature pages hereto (collectively with Parent, “Sellers” and each individually a “Seller”).

W I T N E S S E T H:

WHEREAS, Sellers are presently engaged in the Business (as defined below); and

WHEREAS, Sellers intend to file voluntary Petitions (as defined below) for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court (each as defined below) on or shortly after this Agreement is executed;

WHEREAS, Purchaser desires to purchase from Sellers, and Sellers desire to sell, transfer and assign to Purchaser, the Assets (as defined below) in accordance with this Agreement and in accordance with and subject to the Bid Procedures, the Bid Procedures Order and the Sale Order (each as defined below), pursuant to Sections 105, 363 and 365 of the Bankruptcy Code;

WHEREAS, Sellers, as debtors and debtors-in-possession, will continue in the possession of their respective assets and in the management of their respective Businesses pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1 INTERPRETATION

1.1 Definitions. Whenever used in this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and phrases shall have the respective meanings ascribed to them as follows.

“Accounts Receivable” has the meaning in Section 2.2(e).

“Affiliate” means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by or is under common control with such Person. For purposes of this definition “control” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the preamble.

“Alternative Transaction” means the Sellers entering, or otherwise agreeing to enter, into a transaction or series of transactions involving a sale, transfer or other disposition of all or any material portion of the Assets to another purchaser or purchasers other than the Purchaser.

“Ancillary Agreements” means, together, the Assignment and Assumption Agreement, the Bill of Sale, the Assignment of Patents, the Assignment of Trademarks, the Assignment of Copyrights and the Deposit Escrow Agreement.

“Assets” means those Assets set forth in Section 2.1.

“Assignment and Assumption Agreement” means that certain assignment and assumption agreement to be executed at Closing with respect to the Assumed Contracts and Leases, substantially in the form attached hereto as Exhibit A.

“Assignment of Copyrights” means that certain copyright assignment to be executed at Closing with respect to the registered copyrights of Sellers, substantially in the form attached hereto as Exhibit B.

“Assignment of Trademarks” means that certain trademark assignment to be executed at Closing with respect to the registered trademarks of Sellers, substantially in the form attached hereto as Exhibit C.

“Assumed Contracts and Leases” has the meaning set forth in Section 2.3.

“Assumed Liabilities” means those items set forth in Section 2.3.

“Auction” means the auction in connection with the sale of the Assets, as described in the Bid Procedures Order.

“Avoidance Actions” means all causes of action arising under chapter 5 of the Bankruptcy Code.

“Bankruptcy Cases” means the Chapter 11 cases of Sellers filed in the Bankruptcy Court.

“Bankruptcy Code” means Title 11 of the United States Code.

“Bankruptcy Court” means the United States Bankruptcy Court for the District of New Jersey.

“BCC” means Burch Creative Capital, J. Christopher Capital LLC and their affiliates and subsidiaries.

“Bid Procedures” means bid procedures to be approved by the Bankruptcy Court pursuant to the Bid Procedures Order on the terms and conditions set forth herein.

“Bid Procedures Order” means the order of the Bankruptcy Court approving the bid procedures on the terms and conditions set forth herein.

“Bill of Sale” means that certain bill of sale to be executed at Closing with respect to the Assets other than the Assumed Contracts and Leases, substantially in the form attached hereto as Exhibit D.

“Business” means the business of designing, manufacturing, marketing, distributing and selling of apparel and accessories under the C. Wonder brand name, both owned and under license, through retail, department and specialty stores and directly to consumers through retail stores, catalogs and e-commerce websites.

“Business Day” means a day other than a Saturday, Sunday or any other day on which the principal national banks located in the City of New York are not open for business during normal banking hours.

“Claim” means any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, known or unknown; or any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, known or unknown.

“Closing” has the meaning set forth in Section 10.1.

“Closing Date” has the meaning set forth in Section 10.1.

“Code” means the Internal Revenue Code of 1986, as amended.

“Committee” means an official committee of unsecured creditors that is appointed in the Bankruptcy Cases, if any.

“Contracts” means all commitments, contracts, leases, licenses, agreements and understandings, written or oral, relating to the Assets or the operation of the Business to which any Seller is a party or by which any Seller or any of the Assets are bound.

“Cure Amounts” means all amounts payable in connection with the cure of defaults under any of the Assumed Contracts or Leases.

“Deposit Escrow Agreement” has the meaning set forth in Section 2.7.

“Employee” means any current or former employee of Sellers.

“Encumbrances” means, with respect to any Asset, any mortgage, deed of trust, pledge, security interest, lien, charge, lease, claim, encumbrance, option, right of first refusal, imperfection of title, covenant, encroachment, easement, servitude, proxy, voting

trust or agreement, transfer restriction under any shareholder or similar agreement, state of facts or any other restrictions or third party rights.

“Escrow Agent” has the meaning set forth in Section 2.7.

“Excluded Assets” has the meaning set forth in Section 2.2.

“Excluded Contracts” means all Contracts other than the Assumed Contracts and Leases.

“Excluded Liabilities” means all of the obligations and liabilities of Sellers other than the Assumed Liabilities.

“Governmental Authority” means any United States federal, state or local government or any foreign government (including, but not limited to, Poland and Canada), or political subdivision thereof, or any multinational organization or authority or any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof), or any arbitrator or arbitral body.

“Intellectual Property” means all intellectual property and proprietary rights of any kind, including the following: (i) trademarks, service marks, trade names, slogans, logos, trade dress, internet domain names, uniform resource identifiers, rights in design, brand names, and other similar designations of source or origin, together with all goodwill, registrations and applications related to the foregoing; (ii) copyrights and copyrightable subject matter (including any registration and applications for any of the foregoing); (iii) trade secrets and other confidential or proprietary business information (including manufacturing and production processes and techniques, research and development information, technology, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, customer and supplier lists and information), know how, proprietary processes, formulae, algorithms, models, and methodologies; (iv) computer software, computer programs, and databases (whether in source code, object code or other form); and (v) all rights to sue for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing and all remedies at law or equity associated therewith.

“Inventory” means all inventory (including finished goods, supplies, raw materials, work in progress, spare, replacement and component parts) related to the Business maintained or held by, stored by or on behalf of, or in transit to, any of the Sellers.

“Law” means any federal, state, local or foreign statute, law, code, ordinance, order, rule or regulation or any common law requirement.

“Leases” means the (i) Agreement of Lease dated May 4, 2011 with Eleven Fifteen Associates for the premises located at 1115 Broadway, 5th Floor, New York, New York 10010, (ii) Agreement of Lease dated February 28, 2013 with Eleven Fifteen

Associates for the premises located at 1115 Broadway, 3rd Floor, New York, New York 10010, (iii) the Sublease dated February 27, 2014, as amended, with Poppin Inc. for the premises located at 1115 Broadway, 3rd Floor, New York, New York 10010, and (iv) the Storage Unit Agreement dated September 18, 2013 with Eleven Fifteen Associates for Storage Locker 26.

“Liability” means any debt, liability, obligation, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, or obligation of any kind, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed, including all costs and expenses relating thereto.

“Material Adverse Effect” means any event, circumstance, change, occurrence or state of facts that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the (i) assets, Liabilities, Business, properties, condition (financial or otherwise) of the Business, or (ii) the ability of any Seller to consummate the transactions contemplated by this Agreement or any Ancillary Document or perform its obligations hereunder or thereunder; provided, however, that in determining whether there has been a Material Adverse Effect, any effect to the extent attributable to any of the following shall be disregarded: (A) the occurrence of any event materially adversely affecting the industry in which the Business operates or in which the Assets are held and not uniquely relating to the Sellers, the Business or the Assets (as applicable), (B) any change in the general political, economic or business condition, including the commencement, continuation or escalation of war, acts of terrorism, natural disasters or acts of God; (C) any change in financial or capital markets, including interest rates or currency exchange rates; (D) the taking of any action required to be taken by a party under the terms of this Agreement, (E) the announcement or existence of this Agreement or the Transactions; or (F) the commencement of the Bankruptcy Cases.

“Organizational Documents” means, with respect to any Person (other than an individual), (a) the certificate or articles of incorporation or organization and any joint venture, limited liability company, operating or partnership agreement and other similar documents adopted or filed in connection with the creation, formation or organization of such Person and (b) all by-laws, voting agreements and similar documents, instruments or agreements relating to the organization or governance of such Person, in each case, as amended or supplemented.

“Ordinary Course of Business” means the ordinary and usual course of normal day to day operations of the Business consistent with past practice.

“Parent” has the meaning set forth in the preamble.

“Person” means any individual or corporation, association, partnership, limited liability company, joint venture, joint stock or other company, business trust, trust, organization, Governmental Authority or other entity of any kind.

“Petition Date” means the date on which the Sellers each file their Petitions.

“Petitions” mean voluntary petitions for Chapter 11 bankruptcy relief.

“Pre-Closing Period” has the meaning set forth in Section 5.3.

“Providing Party” has the meaning set forth in Section 1.1(b).

“Purchase Price” means the purchase price payable to Sellers for the Assets provided for in Section 2.5.

“Purchaser” has the meaning set forth in the preamble.

“Purchaser Deposit Amount” has the meaning set forth in Section 2.7.

“Requesting Party” has the meaning set forth in Section 1.1(b).

“Sale Hearing” means the hearing conducted by the Bankruptcy Court to approve the transactions contemplated by this Agreement or a competing transaction.

“Sale Motion” means the motion, in form and substance reasonably acceptable to Sellers and Purchaser, filed by Sellers pursuant to, inter alia, Sections 363 and 365 of the Bankruptcy Code to obtain the Sale Order.

“Sale Order” means an order of the Bankruptcy Court authorizing and approving the sale of the Assets to Purchaser on the terms and conditions set forth herein.

“Sellers” has the meaning set forth in the preamble.

“SSA” means the Shared Services Agreement entered into on January 1, 2013 between C. Wonder LLC and J. Christopher Capital, LLC d/b/a Burch Creative Capital and other agreements pursuant to which services were provided by or to BCC by or from the Sellers..

“Subsidiary” means, with respect to any Person, any corporation or other business entity, whether or not incorporated, of which more than fifty percent (50%) of the securities or interests having, by their terms, ordinary voting power to elect members of the board of directors or managers, or other persons performing similar functions with respect to such entity, are held, directly or indirectly, by such Person.

“Tax” or “Taxes” means (i) all federal, state, local and foreign taxes, charges, fees, imposts, levies or other assessments, including income, gross receipts, excise, employment, sales, use, transfer, license, payroll, franchise, stamp, withholding, Social Security, unemployment, real property, personal property, alternative or add on minimum, estimated or other taxes, charges, fees, imposts, levies or other assessments, including any interest, penalties or additions thereto, whether disputed or not, and (ii) any liability for any items described in clause (i) payable by reason of contract, transferee

liability, operation of law (including Internal Revenue Service Treasury Regulation 1.1502-6) or otherwise.

“Tax Return” means any report, return, information return, filing, claim for refund or other information, including any schedules or attachments thereto, and any amendments to any of the foregoing required to be supplied to a taxing authority in connection with Taxes.

“Termination Date” has the meaning set forth in Section 1.1(e).

“Transactions” mean the transactions contemplated by this Agreement, the Ancillary Agreements and all other transactions and agreements contemplated hereby and thereby.

“Transaction Taxes” has the meaning set forth in Section 11.1.

“WARN Act” means, collectively, the Worker Adjustment and Retraining Notification Act of 1988, as amended, and any other similar statutes or regulations of any jurisdiction relating to any plant closing or mass layoff.

SECTION 2 **PURCHASE, SALE AND ASSIGNMENT OF PURCHASED ASSETS**

2.1 Sale of Assets. Subject to the terms and conditions of this Agreement, at Closing, Sellers shall sell, assign, convey, transfer and deliver to Purchaser, and Purchaser shall purchase from Sellers, all of Sellers’ right, title and interest, free and clear of all Encumbrances in the following:

- (a) all tangible personal property owned or used by any Seller at the 1115 Broadway, New York, New York location, including, without limitation, all equipment, computers, furniture, furnishings, fixtures and office supplies;
- (b) the Leases, together with all fixtures, structures, improvements and other appurtenances thereto and thereon;
- (c) the Assumed Contracts and Leases (as defined below);
- (d) all interests of Sellers in and to all Intellectual Property that relates in any way to the Business (and all Avoidance Actions related thereto);
- (e) all books and records, files, data, reports, computer codes and sourcing data, advertiser and supplier lists, cost and pricing information, business plans, and manuals, blueprints, research and development files, and other records of any Seller and that relate in any way to the Business;
- (f) all marketing, advertising and promotional materials and product samples;
- (g) Avoidance Actions against Sellers’ employees;

(h) any Claims that may exist by the Seller against BCC pursuant to the SSA;
and

(i) all goodwill associated with the Business and/or the Assets.

2.2 Excluded Assets. Notwithstanding the generality of Section 2.1, the following assets are not a part of the sale and purchase contemplated by this Agreement and are excluded from the Assets (collectively, the “Excluded Assets”):

(a) any Contracts and Leases of the Sellers that are not otherwise Assets as described in Section 2.1;

(b) cash and cash equivalents of the Sellers;

(c) the Purchase Price;

(d) Inventory

(e) all accounts receivable and other receivables of Sellers including, without limitation, all accounts receivable in respect of goods shipped or products sold or services rendered to customers by Sellers on or prior to the Closing Date (“Accounts Receivable”);

(f) all Avoidance Actions that are not otherwise Assets as described in Section 2.1;

(g) all rights, claims and causes of action of Sellers that do not relate to this Agreement;

(h) all books and records of the Debtors unless specifically provided for in Section 2.1(e), including but not limited to corporate minute books, stock transfer books, the corporate seal of Sellers, tax records, employment records and other corporate books and records relating to Sellers’ organization, existence and operations; and

(i) any shares of stock or other equity interests in any Subsidiary of Parent.

2.3 Assumed Liabilities. Assumed liabilities shall mean collectively:

(a) Schedule 2.3 lists those Contracts and Leases that Purchaser may request Seller to assume and assign to Purchaser at the Closing. No less than ten (10) days prior to the Sale Hearing, Purchaser shall designate which of such Contracts and Leases it wishes to have Sellers assume and assign to Purchaser (the “Assumed Contracts and Leases”). A Schedule of Assumed and Assumed and Assigned Contracts and Leases and any Cure Amounts relating thereto shall be filed by Sellers with the Bankruptcy Court prior to the Sale Hearing and served on the counterparties to the Assumed Contracts and Leases in accordance with the Bid Procedures Order. Effective as of the Closing Date, Purchaser shall pay the Cure Amounts, and assume and thereafter in due course pay, fully

satisfy, discharge and perform the Liabilities of Sellers arising after the Closing under the Assumed Contracts and Leases (collectively, the "Assumed Liabilities").

(b) Purchaser shall reimburse the Debtors for post-petition liabilities under the Leases, net of any amounts received by the Debtors under any sublease or other related agreements.

(c) Purchaser shall assume the Seller's Liabilities to BCC pursuant to the SSA arising prior to or after the Closing Date.

(d) Purchaser shall assume those liabilities to Employees for unpaid severance set forth on Schedule 2.3(a) up to \$675,000.

(e) Purchaser shall assume the liability to Poppin Inc. for the return of its security deposit in the amount of \$65,000.

2.4 Excluded Liabilities. Under no circumstance shall Purchaser assume or be obligated to pay, and none of the Assets shall be or become liable for or subject to, any of the Excluded Liabilities, including, but not limited to, the following liabilities, which shall be and remain Liabilities of Sellers:

(a) Liabilities which are not Assumed Liabilities, including but not limited any claims under Sections 503 or 507 of the Bankruptcy Code;

(b) Liabilities associated with any Excluded Assets;

(c) Liabilities associated with any and all indebtedness of any Seller for borrowed money not included in the Assumed Liabilities;

(d) Liabilities arising out of or in connection with claims, litigation and proceedings (whether instituted prior to or after Closing) for acts or omissions that occurred, or arise from events that occurred, prior to the Closing Date;

(e) penalties, fines, settlements, interest, costs and expenses arising out of or incurred as a result of any actual or alleged violation by any Seller of any Law prior to the Closing Date;

(f) all Liabilities for Taxes attributable to the operation of the Business prior to the Closing Date;

(g) Liabilities arising out of or resulting from layoffs or termination of employees by any Seller prior to Closing and/or the consummation of the Transactions, including, but not limited to any liabilities under the WARN Act; and

(h) all Liabilities for expenses (i) relating to the negotiation and preparation of this Agreement and (ii) relating to the Transactions, in each case to the extent incurred by Sellers and including those related to legal counsel, accounting, brokerage and investment advisors fees and disbursements.

2.5 Purchase Price. The aggregate purchase price for the Assets shall equal \$2,050,000, exclusive of and in addition to the assumption of the Assumed Liabilities.

2.6 [INTENTIONALLY OMITTED]

2.7 Purchaser Deposit. Simultaneously with the execution of this Agreement, pursuant to the terms of an escrow agreement substantially in the form attached hereto as Exhibit E (the “Deposit Escrow Agreement”), Purchaser is depositing with the escrow agent under the Deposit Escrow Agreement (the “Escrow Agent”) the sum of \$500,000 by certified check or wire transfer of immediately available funds (the “Purchaser Deposit Amount”), to be released by the Escrow Agent and delivered to either Purchaser or Sellers in accordance with the provisions of the Deposit Escrow Agreement and the terms of this Agreement as follows:

(a) If the Closing shall occur, the Purchaser Deposit Amount, together with all accrued interest and investment income thereon, shall be applied in accordance with Section 1.1(b) below towards the cash portion of the Purchase Price payable by Purchaser under Section 2.5 hereof;

(b) If this Agreement is terminated by Sellers pursuant to Section 1.1(g), the Purchaser Deposit Amount, together with all accrued interest and investment income thereon, shall be delivered to Sellers. Sellers’ right to the Purchaser Deposit Amount shall be in lieu of any and all other remedies that the Sellers may otherwise have against Purchaser on account of and in full satisfaction of, any breach, violation or default by Purchaser under this Agreement; and

(c) If this Agreement is terminated for any reason other than by Sellers pursuant to Section 1.1(g), the Purchaser Deposit Amount, together with all accrued interest and investment income thereon, shall be returned to Purchaser in lieu of any and all other remedies that Purchaser may otherwise have against Sellers on account of, and in full satisfaction of, any breach, violation or default by Sellers under this Agreement.

2.8 Allocation of Purchase Price. To the extent required by Law after the Closing Date, Purchaser and Sellers shall prepare and file those statements or forms (including Form 8594) required by Section 1060 of the Code and the Internal Revenue Service Treasury Regulations thereunder and shall file such statements or forms with their respective federal income Tax Returns no later than one hundred twenty (120) days after the Closing Date. The parties shall prepare such statements or forms consistently with any agreed allocation of all or a portion of the Purchase Price and the Assumed Liabilities among the Assets, which allocation they shall seek to agree upon prior to the Closing. Each party shall provide the other party with a copy of such statements or forms as filed. Each party agrees that it shall take no position with respect to allocation of the Purchase Price that is adverse to any other party.

2.9 Sale at Closing Date. The sale, transfer, assignment, conveyance and delivery by Sellers of the Assets to Purchaser shall be effected on the Closing Date by (i) the execution and delivery by Sellers and Purchaser of the Assignment and Assumption Agreement with respect to the Assumed Contracts and Leases and the Assumed Liabilities, (ii) the execution and delivery by Sellers of the Assignment of Patents, Assignment of Trademarks, and Assignment of

Copyrights with respect to Sellers' patents, trademarks, and copyrights, respectively, and (iii) the execution and delivery by Sellers to Purchaser of the Bill of Sale with respect to all of the Assets other than the Assumed Contracts and Leases.

2.10 Excluded Assets and Liabilities. Notwithstanding anything to the contrary contained herein, Purchaser shall not purchase any of the Excluded Assets nor assume any liability for any of the Excluded Liabilities.

SECTION 3 **REPRESENTATIONS AND WARRANTIES OF SELLERS**

Sellers hereby jointly and severally represent and warrant to Purchaser as follows:

3.1 Organization and Good Standing. Schedule 3.1 sets forth for each Seller its name and jurisdiction of organization. Each Seller is (a) validly existing and in good standing under the laws of the jurisdiction of its organization and (b) duly qualified to do business and in good standing in each jurisdiction listed on Schedule 3.1.

3.2 Authorization. Subject to entry of the Sale Order, each Seller has all requisite power and authority to execute and deliver, and carry out its obligations under, this Agreement and the Ancillary Agreements and consummate the Transactions. Each of this Agreement and the Ancillary Agreements has been or will be duly executed and delivered by each Seller and, assuming due authorization, execution and delivery by Purchaser, constitutes or will constitute the legal, valid and binding obligation of such Seller, enforceable against it in accordance with its terms, subject to entry of the Sale Order.

3.3 No Conflicts. Subject to entry of the Sale Order and other than as set forth on Schedule 3.3 hereto, the execution, delivery and performance by each Seller of this Agreement and each of the Ancillary Agreements and the consummation by each Seller of the Transactions shall not, to Sellers' actual knowledge, with or without the giving of notice or lapse of time, (i) violate any provision of the Organizational Documents of such Seller, (ii) violate any Law to which such Seller is subject, (iii) conflict with, result in any violation of any term or condition of, result in a breach or termination of, or constitute a default under any Contract or Lease to which such Seller is a party or result in the creation of any Encumbrance upon any of the Assets (including any Assumed Contract or Lease), or (iv) conflict with, or result in a breach or default under, any term or condition of any other agreement or other instrument to which such Seller is a party or by which such Seller is bound, except in each case as would not have a Material Adverse Effect.

3.4 Consents and Approvals. Subject to entry of the Sale Order and other than as set forth on Schedule 3.4 hereto, the execution, delivery and performance by each Seller of this Agreement and the Ancillary Agreements and the consummation of the Transactions do not require the consent or approval of, or filing with, any Governmental Authority.

3.5 Compliance with Law. To their knowledge, Sellers are in compliance with Sellers' Organizational Documents and with all Laws relating to the Assets the breach of which would cause a Material Adverse Effect.

3.6 Title to Assets. Except as set forth in Schedule 3.6 hereto, Sellers are the owners of the Assets as of the date hereof. Subject to entry of the Sale Order, Sellers have, and at the Closing Purchaser shall receive, good, valid and marketable title to the Assets, free and clear of any and all Encumbrances.

3.7 Cure Amounts. Schedule 3.7 sets forth the monetary Cure Amounts currently set forth on Sellers' books and records with respect to the Assumed Contracts and Leases set forth on Schedule 2.3.

3.8 Litigation. Except as set forth in Schedule 3.8 hereto, no lawsuit, governmental investigation or legal, administrative or arbitration action or proceeding is pending or, to the Sellers' knowledge, has been threatened in writing against any Seller which questions the validity of this Agreement or seeks to prohibit, enjoin or otherwise challenge the consummation of the Transactions, or which, if adversely determined, would have a Material Adverse Effect on, the Assets.

3.9 Intellectual Property. Except as set forth in Schedule 3.9, one or more Sellers own, or is licensed or otherwise possesses legally enforceable rights to use, the Intellectual Property without any Encumbrances.

(a) As of the date hereof, there are no pending or, to the Sellers' knowledge, threatened claims by any Person alleging infringement of any material Intellectual Property rights of any Person by Sellers as a result of their use of the Intellectual Property used in the Business;

(b) To the Sellers' knowledge, the conduct of the Business does not infringe any intellectual property rights of any Person, which infringement would have a Material Adverse Effect on the Assets;

(c) No Seller has made any claim of a violation or infringement by others of its rights to or in connection with the Intellectual Property included in the Assets;

(d) To the Sellers' knowledge, no person is infringing upon any material Intellectual Property included in the Assets; and

(e) There is no Intellectual Property developed by any shareholder, director, officer, consultant or employee of any of the Sellers that is used by the Business and that has not been transferred to the Sellers, or is not owned by the Sellers free and clear of any Encumbrances.

3.10 No Broker or Finder. No broker, finder or financial advisor has been engaged by any Seller in connection with the Transactions.

3.11 Disclaimer of Other Representations and Warranties. Except as expressly set forth in this Section 3, Sellers make no representation or warranty, statutory, express or implied, at law or in equity, in respect of Sellers, the Assets or the Business, and any such other representations or warranties are hereby expressly disclaimed, and there are no other warranties, statutory, express or implied that extend beyond the warranties contained in this Agreement. Purchaser hereby acknowledges and agrees that, except to the extent specifically set forth in this Section 3, Purchaser is purchasing the Assets on an “as-is, where-is” basis and “with all faults.”

SECTION 4 **REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser hereby represents and warrants to Sellers as follows:

4.1 Organization and Good Standing. Purchaser is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware and has full corporate power and authority to enter into and carry out its obligations under this Agreement.

4.2 Authorization. Purchaser has all requisite power and authority to execute and deliver and carry out its obligations under this Agreement and the Ancillary Agreements, and consummate the Transactions, and is not under any prohibition or restriction, contractual, statutory or otherwise, against doing so. Each of this Agreement and the Ancillary Agreements has been or will be duly executed and delivered by Purchaser and, assuming due authorization, execution and delivery by each Seller, constitutes or will constitute the legal, valid and binding obligation of Purchaser, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other Laws affecting the rights of creditors generally and by general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

4.3 No Conflicts. The execution, delivery and performance by Purchaser of this Agreement and the consummation by Purchaser of the Transactions shall not, with or without the giving of notice or lapse of time, (i) violate any provision of the Organizational Documents of Purchaser, (ii) violate any Law to which Purchaser is subject, or (iii) conflict with, or result in a breach or default under, any term or condition of any other agreement or other instrument to which Purchaser is a party or by which Purchaser is bound.

4.4 Consents and Approvals. Subject to entry of the Sale Order the execution, delivery and performance by Purchaser of this Agreement and the Ancillary Agreements and the consummation of the Transaction do not require the consent or approval of, or filing with, any Governmental Authority.

4.5 Litigation. No lawsuit, governmental investigation or legal, administrative or arbitration action or proceeding is pending or, to the best of Purchaser’s knowledge, has been threatened against Purchaser which questions the validity of this Agreement or seeks to prohibit, enjoin or otherwise challenge the consummation of the Transactions or would otherwise have a

material adverse effect on Purchaser's ability to finance or otherwise consummate the Transactions.

4.6 No Broker or Finder. No broker, finder or financial advisor has been engaged by Purchaser in connection with the Transactions.

4.7 Financing. Purchaser has sufficient funds, in an aggregate amount necessary to pay the Purchase Price and to perform the Assumed Liabilities and to consummate all of the other transactions contemplated by this Agreement and the Ancillary Documents to which it is a party.

4.8 **"AS IS" TRANSACTION.** PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 3 OF THIS AGREEMENT, SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ASSETS OR THE BUSINESS. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLERS HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ASSETS. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ASSETS OR THE BUSINESS AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE ASSETS, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 3 HEREOF, PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, PURCHASER WILL ACCEPT THE ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

SECTION 5 **CERTAIN COVENANTS OF SELLERS**

5.1 Provision of Records. Sellers shall arrange at Purchaser's cost as soon as practicable following the Closing Date for transportation to Purchaser of the documents in the possession of any Seller relating to the Assets, to the extent not previously delivered in connection with the Transactions, but excluding documents relating to the Excluded Assets or the Excluded Liabilities.

5.2 Receipt of Property Relating to Assets. If, following the Closing, any of the Sellers shall receive any money, check, note, draft, instrument, payment or other property as proceeds of the Assets or any part thereof, each such Person shall receive all such items in trust for, and as the sole and exclusive property of, Purchaser and, upon receipt thereof, shall notify Purchaser in writing of such receipt and shall remit the same (or cause the same to be remitted) to Purchaser in the manner specified by Purchaser.

5.3 Conduct of Business Pending the Closing. From the date hereof through the Closing Date or the earlier termination of this Agreement (the "Pre-Closing Period"), except as may be expressly permitted or contemplated by this Agreement; ordered by the Bankruptcy

Court, or as otherwise agreed to in writing by Purchaser, no Seller shall, except as is not reasonably likely to have a Material Adverse Effect on the Assets:

- (a) sell (including by sale-leaseback), lease, transfer, license, mortgage or otherwise dispose of, encumber or subject to any Encumbrance, any Assets or interests therein;
- (b) fail to maintain in full force and effect any filings necessary to maintain the Intellectual Property providing however no Seller shall have an obligation to pursue any claim of violation or infringement of rights to or in connection with the Intellectual Property;
- (c) incur or permit the incurrence of any Liability relating to the Assets;
- (d) except as previously disclosed to or known by Purchaser, materially modify, amend, supplement or terminate any Assumed Contract or Lease, except in the ordinary course of business; or
- (e) authorize any of, or commit or agree to take any of, the foregoing actions.

5.4 Access to Information. Upon reasonable notice by Purchaser, Purchaser and its representatives shall have reasonable access during normal business hours during the Pre-Closing Period, or the earlier termination of this Agreement in accordance with its terms, to the Assets and documents relating thereto, and during such period Sellers shall furnish to Purchaser, at Purchaser's expense, all information concerning the Assets as Purchaser may reasonably request. Sellers shall provide or cause to be provided to Purchaser, at Purchaser's expense, such copies or extracts of documents relating to the Assets as Purchaser may reasonably request. Any inspections, examinations and audits shall be conducted during normal business hours by Purchaser's employees or agents upon reasonable advance notice.

5.5 Bankruptcy Action.

- (a) As soon as practicable, but not later than January 31, 2015, Sellers shall file Petitions for relief under Chapter 11 of the Bankruptcy Code. On the Petition Date, Sellers shall file, together with other customary "first day" motions, the Sale Motion with the Bankruptcy Court.
- (b) Sellers shall comply in all material respects with all of the obligations of Sellers under the Bid Procedures Order (after entry of such order by the Bankruptcy Court) and the Sale Order (after the entry of such order by the Bankruptcy Court). The Bid Procedures Order and Sale Order shall be subject to the approval of the Purchaser in its sole discretion.
- (c) Sellers shall use commercially reasonable efforts to comply (or obtain an order from the Bankruptcy Court waiving compliance) with all requirements under the Bankruptcy Code and Bankruptcy Rules in connection with obtaining approval of the transactions contemplated by this Agreement. Sellers shall serve on all required Persons in the Bankruptcy Case, including (i) all Persons who are known to possess or assert a

Claim against or interest in any of the Assets, (ii) the Internal Revenue Service, (iii) all applicable Government Authorities, (iv) all applicable state and local Government Authorities with taxing authority, (v) all other Persons required by any order of the Bankruptcy Court, (vi) all parties to Assumed Contracts and Leases, and (vii) using their commercially reasonable efforts to serve any other Persons that Purchaser reasonably may request, any notice of the Sale Motion, the Sale Hearing, the Bid Procedures Order, the Sale Order, and all objection deadlines in accordance with all applicable Bankruptcy Rules, the Bid Procedures Order, and any applicable local rules of the Bankruptcy Court.

5.6 Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and the acceptance by Sellers of higher or better competing bids (each a "Competing Bid"). From the date hereof (and any prior time) and until the completion of the Auction or as otherwise directed by the Bankruptcy Court, Sellers are permitted to cause their representatives and Affiliates to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Purchaser and its Affiliates, agents and representatives) in connection with any sale or other disposition of the Assets. In addition, Sellers shall be permitted to respond to any inquiries or offers to purchase all or any part of the Purchased Assets (each, an "Alternative Proposal"), provided that such Person enters into a non-disclosure agreement in favor of Sellers which shall inure to the benefit of the winning bidder at the Auction, and perform any and all other acts related thereto which are required under the Bankruptcy Code or other applicable law, including supplying information relating to the Business and the assets of Sellers to prospective buyers. No later than two Business Days prior to the Auction, Sellers shall provide to Purchaser a copy of any such Alternative Proposal and any written response of Sellers thereto and regularly update Purchaser as to the status of any negotiations therewith.

5.7 Bid Procedures Order. Each Seller shall use its commercially reasonable efforts to obtain entry of the Bid Procedures Order by the Bankruptcy Court on the earlier of (i) seven (7) days following the formation of a Committee, or (ii) twenty (20) days after the Petition Date.

5.8 Sale Order. The Sale Order shall, among other things, (i) approve, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, (A) the execution, delivery and performance by Sellers of this Agreement, (B) the sale of the Purchased Assets to the Purchaser on the terms set forth herein and free and clear of all Encumbrances (other than Encumbrances included in the Assumed Liabilities), and (C) the performance by Sellers of their respective obligations under this Agreement; (ii) authorize and empower Sellers to assume and assign to the Purchaser the Assigned Contracts and Leases; and (iii) find that Purchaser is a "good faith" buyer within the meaning of Section 363(m) of the Bankruptcy Code, not a successor to any Seller and grant the Purchaser the protections of Section 363(m) of the Bankruptcy Code. The Purchaser agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining Bankruptcy Court approval of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of (a) demonstrating that the Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code and (b) establishing adequate assurance of future performance within the meaning of Section 365 of the Bankruptcy Code. In the event that the Bankruptcy Court's approval of the Sale Order shall be appealed, Sellers shall use commercially reasonable efforts to defend such appeal.

5.9 Release of Encumbrances. Sellers' obligation to deliver the Assets free and clear of any Encumbrances shall be limited to Sellers' efforts to obtain the Sale Order that provides for the delivery of the Assets free and clear of any Encumbrances.

5.10 Assignability of Certain Contracts and Leases. To the extent that the assignment to the Purchaser of any Assigned Contract or Lease pursuant to this Agreement is not permitted without the consent of a third party and such restriction cannot be effectively overridden or canceled by the Sale Order or other related order of the Bankruptcy Court, then this Agreement will not be deemed to constitute an assignment of or an undertaking or attempt to assign such Contract or Lease or any right or interest therein unless and until such consent is obtained; provided, however, that the Parties will use their commercially reasonable efforts, before the Closing, to obtain all such consents; provided, further, that if any such consents are not obtained prior to the Closing Date, Sellers and the Purchaser will reasonably cooperate with each other in any lawful and feasible arrangement designed to provide the Purchaser with the benefits and obligations of any such Contract or Lease and the Purchaser shall be responsible for performing all obligations under such Contract or Lease required to be performed by Sellers on or after the Closing Date to the extent set forth in this Agreement.

5.11 Rejected Contracts and Leases. No Seller shall reject any Assumed Contract or Lease in any bankruptcy proceeding following the Agreement Date without the prior written consent of the Purchaser.

5.12 Further Assurances. Upon the request of Purchaser, each Seller shall, at Purchaser's expense, forthwith execute and deliver such documents as Purchaser or its counsel may reasonably request to effectuate the purposes of this Agreement.

SECTION 6 **CERTAIN COVENANTS OF PURCHASER.**

6.1 Performance with Respect to the Assets and the Assumed Contracts and Leases. Purchaser agrees that from and after the Closing Date, that it shall (i) assume all Assumed Liabilities, and (ii) take all actions necessary to satisfy its obligations and liabilities with respect to the Assumed Liabilities (including, without limitation, under the terms and conditions of each Assumed Contract and Lease).

6.2 Cure Amounts. Purchaser shall pay all Cure Amounts with respect to the Assumed Contracts and Leases within ten (10) Business Days from the Closing Date in accordance with the Sale Order.

6.3 Further Assurances. Upon the request of Sellers, Purchaser shall, at Sellers' expense, forthwith execute and deliver such documents as Sellers or their counsel may reasonably request to effectuate the purposes of this Agreement.

6.4 Preservation of Records. Purchaser agrees that it shall preserve and keep the books and records held by it relating to the pre-Closing Date Business for a period of ten (10) years from the Closing Date and shall make such books and records available to other parties, including providing computer access to the books and records via an offsite terminal (and permit such other party to make extracts and copies of such books and records at its own expense) as

may be reasonably required, by such party in connection with, among other things, any insurance claims by, legal proceedings or Tax audits against or governmental investigation of Sellers or Purchaser or any of their respective Affiliates or in order to Sellers or Buyer to comply with their respective obligations under this Agreement and each other agreement, document or instrument contemplated hereby or thereby. In the event Purchaser wishes to destroy such records during such ten (10) year period, Purchaser shall first give twenty (20) days' prior written notice to the Sellers and the Sellers shall have the right and their option and expense, upon prior written notice, to take possession of the records within thirty (30) days after the date of such notice.

SECTION 7 **CERTAIN MUTUAL COVENANTS**

7.1 Mutual Cooperation.

(a) Sellers, on one hand, and Purchaser, on the other hand, shall promptly give notice to the other upon becoming aware that any action is pending or threatened by or before any Governmental Authority with respect to the Transactions which are not served on the other. Sellers, on the one hand, and Purchaser, on the other hand, (i) shall cooperate with each other in connection with the prosecution, investigation or defense of any such action, (ii) shall supply promptly all information requested by the other, by any such Governmental Authority or by any party to any such action that is legally required to be produced, and (iii) shall each use commercially reasonable efforts to cause any such action to be determined as promptly as practicable and in a manner which does not impact adversely on, and is consistent with, the Transactions.

(b) After the Closing Date, each of Sellers and Purchaser shall use commercially reasonable efforts to provide to any other party to this Agreement (the "Requesting Party") such records and information and to make available to the Requesting Party such employees or other personnel, in each case as may be reasonably requested in writing by the Requesting Party, for the purpose of assisting the Requesting Party in responding to governmental inquiries, making required governmental filings or defending or prosecuting any action or other proceeding involving any Person other than the party providing such information or records or making available such employees or other personnel (the "Providing Party") and in resolving all claims, preparing all tax returns, and handling all matters necessary to administer and close the Bankruptcy Cases; provided, however, that no Providing Party shall be required to (i) incur any out-of-pocket expenses, (ii) provide information, records or employees or other personnel under circumstances which the Providing Party believes in its sole reasonable determination may expose it to liability to any Person or may prejudice any commercial, legal or other interest of the Providing Party, or (iii) take any action that in the Providing Party's reasonable determination unreasonably interferes with its business.

7.2 Approvals and Filings.

(a) Subject to the terms and conditions of this Agreement, including the possible closing of an Alternative Transaction, each of the parties hereto shall use all commercially reasonable efforts to take, or cause to be taken, all action and to do, or

cause to be done, all things necessary, proper or advisable under applicable Laws and regulations to consummate and make effective the Transactions, including using commercially reasonable efforts to obtain all necessary or appropriate waivers, consents and approvals, and effecting all necessary registrations and filings. Purchaser shall make or cause to be made all filings and submissions under Laws applicable to Purchaser, if any, as may be required for the consummation of the Transactions. Sellers shall make or cause to be made all such other filings and submissions under Laws applicable to any Seller, if any, as may be required for the consummation of the Transactions. Purchaser, on the one hand, and Sellers, on the other hand, shall coordinate and cooperate in exchanging such information and reasonable assistance as may be requested by either of them in connection with the filings and submissions contemplated by this Section 7.2. Purchaser, on the one hand, and Sellers, on the other hand, shall each promptly provide the other or their respective counsel with copies of all filings made by such party with any Governmental Authority in connection with this Agreement and the Ancillary Agreements and the Transactions.

7.3 Public Statements. The parties shall consult with each other prior to issuing any press release or making any public announcement with respect to this Agreement, the Ancillary Agreements, or the Transactions (including the financial terms hereunder and thereunder), and shall not issue any such press release or public announcement prior to such consultation or to which the other party shall reasonably object, except as may be required by Law or judicial process. Purchaser shall not make any statement to, or otherwise communicate (whether orally or in writing) with, any employee or supplier to any Seller regarding this Agreement, the Ancillary Agreements or the Transactions except for any statement or communication with respect to which the Sellers shall have previously consented in writing.

7.4 Notification of Certain Matters. Sellers shall give prompt notice to the Purchaser, and the Purchaser shall give prompt notice to Sellers, of (i) any notice or other communication from any Person alleging that the consent of such Person which is or may be required in connection with the transactions contemplated by this Agreement or the Ancillary Documents is not likely to be obtained prior to Closing, (ii) any written objection or proceeding that challenges the transactions contemplated hereby or the entry of the approval of the Bankruptcy Court and (iii) the status of matters relating to the completion of the transactions contemplated hereby, including promptly furnishing the other with copies of notices or other communications received by Sellers or the Purchaser or by any of their respective Affiliates (as the case may be), from any third party and/or any Governmental Body with respect to the transactions contemplated by this Agreement. To the extent permitted by applicable Law, Sellers shall give prompt notice to the Purchaser of (x) any notice of any alleged violation of Law applicable to any Seller, (y) the commencement of any action by any Governmental Body with respect to the Business or that any such action, to the knowledge of any Seller, is contemplated, and (z) the infringement or unauthorized use by any Person of any material Intellectual Property (of which any Seller has knowledge).

SECTION 8
CONDITIONS TO SELLERS' OBLIGATIONS

The obligations of Sellers to consummate the Transactions are subject to the satisfaction (unless waived in writing by Sellers) of each of the following conditions on or prior to the Closing Date:

8.1 Representations and Warranties. The representations and warranties of Purchaser contained in this Agreement that are not qualified by materiality or a Material Adverse Effect shall be true and correct in all material respects on and as of the Closing Date, except to the extent expressly made as of an earlier date, in which case as of such earlier date, and the representations and warranties of Purchaser contained in this Agreement that are qualified by materiality or a Material Adverse Effect shall be true and correct in all respects on and as of the Closing Date, except to the extent expressly made as of an earlier date, in which case they shall be true and correct as of such earlier date.

8.2 Compliance with Agreements. Purchaser shall have performed and complied in all material respects with all covenants and conditions under this Agreement and the Ancillary Agreements to be performed or complied with by it on or prior to the Closing Date.

8.3 Purchaser's Closing Deliveries and Obligations. Purchaser shall have delivered all items and satisfied all obligations pursuant to Sections 1.1(b) and 1.1(c).

8.4 Subordination. Purchaser shall cause J. Christopher Burch to subordinate \$20,000,000.00 of his outstanding liability under that certain Revolving Convertible Promissory between Seller and J. Christopher Burch to the payment of Sellers' other unsecured creditors.

8.5 Auction. Purchaser shall be the successful bidder at the Auction in accordance with the Bid Procedures Order.

8.6 Entry of the Sale Order. The Bankruptcy Court shall have entered the Sale Order.

SECTION 9
CONDITIONS TO PURCHASER'S OBLIGATIONS

The obligation of Purchaser to consummate the Transactions is subject to the satisfaction (unless waived in writing by Purchaser) of each of the following conditions on or prior to the Closing Date:

9.1 Representations and Warranties. The representations and warranties of the Sellers contained in this Agreement that are not qualified by materiality or a Material Adverse Effect shall be true and correct in all material respects on and as of the Closing Date, except to the extent expressly made as of an earlier date, in which case as of such earlier date, and the representations and warranties of the Sellers contained in this Agreement that are qualified by materiality or a Material Adverse Effect shall be true and correct in all respects on and as of the Closing Date, except to the extent expressly made as of an earlier date, in which case they shall be true and correct as of such earlier date.

9.2 Compliance with Agreements. Each Seller shall have performed and complied in all material respects with all covenants and conditions under this Agreement and the Ancillary Agreements to be performed or complied with by it on or prior to the Closing Date.

9.3 Sellers' Closing Deliveries and Obligations. Each Seller shall have delivered all items and satisfied all obligations pursuant to Sections 5.9 and 1.1(a).

9.4 Auction. Purchaser shall be the successful bidder at the Auction in accordance with the Bid Procedures Order.

9.5 Entry of the Sale Order. The Bankruptcy Court shall have entered the Sale Order.

SECTION 10 **CLOSING; TERMINATION**

10.1 The Closing. The Closing of the purchase by Purchaser from Sellers and sale by Sellers to Purchaser of the Assets (the "Closing") shall be held on the fifth (5th) Business Day after the satisfaction or waiver of the conditions set forth in Sections 8, 9 and 10 of this Agreement (excluding those conditions which by their nature are to be satisfied as part of the Closing), or at such other time as the parties hereto may agree (the "Closing Date"). The Closing shall be held at the offices of DLA Piper, 1251 Avenue of the Americas, New York, New York 10020 or at such other location as the parties hereto may agree. At the Closing, all of the transactions provided for in Section 2 hereof shall be deemed to be consummated on a concurrent and simultaneous basis.

(a) Sellers' Deliveries at Closing. At the Closing, Sellers shall deliver (or cause to be delivered) to Purchaser the following:

- (i) the duly executed Assignment and Assumption Agreement;
- (ii) the duly executed Bill of Sale;
- (iii) the duly executed Assignment of Patents, Assignment of Trademarks, and Assignment of Copyrights;
- (iv) a certified copy of the Sale Order and case docket reflecting that the Sale Order is in effect;
- (v) certified resolutions of the governing body of each Seller approving and authorizing the Transactions;
- (vi) officer's certificates, executed by a duly authorized officer of each Seller to the effect that all conditions to Closing set forth in Section 9.1 and Section 9.2 have been satisfied;
- (vii) affidavits executed by each Seller organized under the laws of the United States stating that such Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code; and

(viii) such other documents as Purchaser or its counsel shall reasonably require in order to effect the Transactions.

(b) Purchaser's Payment of Purchase Price. At the Closing, Purchaser shall deliver (or cause to be delivered) the Purchase Price (less the Purchaser Deposit Amount, together with all accrued interest and investment income thereon (which shall be released by the Escrow Agent to Sellers in accordance with Section 2.7)).

(c) Purchaser's Deliveries to Sellers at Closing. At the Closing, Purchaser shall deliver (or cause to be delivered) to Sellers the following:

(i) the duly executed Assignment and Assumption Agreement;

(ii) certified resolutions of the governing body of Purchaser approving and authorizing the Transactions;

(iii) a certificate, executed by a duly authorized officer of Purchaser, to the effect that all conditions to Closing set forth in Section 8.1 and Section 8.2 have been satisfied; and

(iv) such other documents as Sellers or their counsel shall reasonably require in order to effect the Transactions.

10.2 Termination. Anything in this Agreement to the contrary notwithstanding, this Agreement and the Transactions may be terminated in any of the following ways at any time before the Closing and in no other manner, subject to the provisions hereof:

(a) at any time by mutual written consent of Purchaser and Sellers;

(b) [INTENTIONALLY OMITTED];

(c) by Purchaser if the Bankruptcy Court has not entered the Bid Procedures Order on or before the earlier of (i) seven (7) days after the formation of a Committee, or (ii) twenty (20) days after the Petition Date, provided however, that Purchaser shall only be permitted to terminate this Agreement pursuant to this Section 1.1(b) if Purchaser is not then itself in material breach of any of its representations, warranties, covenants or agreement contained herein or in the Bid Procedures Order;

(d) by Purchaser if (i) the Auction has not concluded on or before forty (40) days following entry of the Bid Procedures Order, or (ii) the Sale Order has not been entered by the Bankruptcy Court on or before forty-five (45) days following entry of the Bid Procedures Order, provided however, that Purchaser shall only be permitted to terminate this Agreement pursuant to this Section 1.1(c) if Purchaser is not then itself in material breach of any of its representations, warranties, covenants or agreement contained herein or in the Bid Procedures Order;

(e) by Purchaser, if the Closing shall not have occurred on or before March 31, 2015, or such later date as Sellers and Purchaser agree or is necessary due solely to

the scheduling and availability of the Bankruptcy Court (the "Termination Date"); provided, however, that Purchaser may not terminate this Agreement pursuant to this Section 1.1(d) if the Closing shall not have occurred on or before the Termination Date due to a breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser;

(f) by Sellers, if any condition to the obligations of Sellers set forth in Section 8 shall have become incapable of fulfillment (including failure of Purchaser to be the successful bidder at the Auction) other than as a result of a material breach by Sellers of any covenant or agreement contained in this Agreement, and such condition is not waived by Sellers;

(g) by Purchaser, if any condition to the obligations of Purchaser set forth in Section 9 shall have become incapable of fulfillment (including failure of Purchaser to be the successful bidder at the Auction) other than as a result of a breach by Purchaser of any covenant or agreement contained in this Agreement, and such condition is not waived by Purchaser;

(h) by Sellers, if Purchaser is in breach in any respect of any of its representations made in this Agreement that are qualified by materiality or in material breach in any respect of any of its representations not so qualified, or is in violation or default in any material respect of any of its covenants or agreements in this Agreement, if such breach, violation or default has not been cured or waived within ten (10) days following receipt of written notice from Sellers specifying, in reasonable detail, such claimed breach, violation or default and demanding its cure or satisfaction;

(i) by Sellers, if in compliance with the terms of the Bid Procedures Order;

(j) by Purchaser, if the Sellers are in breach in any respect of any of their representations made in this Agreement that are qualified by materiality or Material Adverse Effect or in material breach in any respect of any of their representations not so qualified, or are in violation or default in any material respect of any of their covenants or agreements in this Agreement, if such breach, violation or default has not been cured or waived within ten (10) days following receipt of written notice from Purchaser specifying, in reasonable detail, such claimed breach, violation or default and demanding its cure or satisfaction;

(k) by Sellers or Purchaser if there shall be in effect a final non-appealable order of a Governmental Authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Transactions, it being agreed that the parties hereto shall promptly appeal any adverse determination which is not non-appealable (and pursue such appeal with reasonable diligence);

(l) by Purchaser, if, as a result of an order of the Bankruptcy Court, the Bankruptcy Cases are converted to Chapter 7 and a Chapter 7 trustee is appointed with respect to Sellers; or

(m) automatically, if the Sellers close or consummates an Alternative Transaction.

10.3 Effects of Termination.

(a) If this Agreement is terminated pursuant to Section 10.2, this Agreement (other than Section 10.3 (Effects of Termination), Section 12 (Expenses, Employees, Attorneys' Fees and Brokers' Fees) and Section 13.6 (Governing Law; Jurisdiction), each of which shall remain in full force and effect) shall forthwith become null and void and no party hereto shall have any liability or further obligation to any other party hereto, except as provided in this Section 10.3.

(b) Subject to Section 2.7, the liability of Purchaser and Sellers under or arising from this Agreement is and shall be limited to the return or receipt of the Purchaser Deposit Amount.

SECTION 11 **TAXES**

11.1 Taxes Related to Purchase of Assets. Purchaser shall be solely responsible for the payment of any state and local sales, transfer, recording, stamp or other similar transfer taxes (collectively "Transaction Taxes") that may be imposed by reason of the sale, transfer, assignment and delivery of the Assets and not exempted under the Sale Order, along with any recording and filing fees. Purchaser and Sellers agree to cooperate to determine the amount of Transaction Taxes payable in connection with the Transactions

11.2 Cooperation. Purchaser and Sellers agree to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Assets as is reasonably necessary for the preparation and filing of any Tax Return, for the preparation for and proof of facts during any tax audit, for the preparation for any tax protest, for the prosecution or defense of any suit or other proceeding relating to tax matters and for the answer of any governmental or regulatory inquiry relating to tax matters. Purchaser agrees to retain possession of all tax files, books and records delivered to Purchaser by Sellers for a period of at least ten years from the Closing Date. If Purchaser determines to destroy or discard any of such files, books or records after the end of such ten-year period, Purchaser shall give Sellers reasonable notice thereof and shall allow Sellers to take possession of such files, books and records at Sellers' expense. From and after the Closing Date, Purchaser agrees that it shall provide reasonable access to Sellers and their attorneys, accountants and other representatives (after reasonable notice and during normal business hours and without charge) to such files, books and records as Sellers may reasonably deem necessary to prepare for, file, prove, answer, prosecute or defend any claim, suit, inquiry or other proceeding, related to Taxes in connection with the Assets including providing computer access to the books and records via an offsite terminal.

SECTION 12 **EXPENSES, EMPLOYEES, ATTORNEYS' FEES AND BROKERS' FEES**

12.1 Expenses. Except as otherwise provided under this Agreement, Sellers shall be responsible for all expenses, liabilities and obligations arising out of or relating to the Assets and

the Assumed Liabilities or the use, possession, ownership or operation thereof accruing on or prior to the Closing,

12.2 Attorneys' Fees; Brokers' Fees; Expenses. Each party shall be responsible for the payment of its own attorneys', brokers' and other fees and expenses in connection with the Transactions.

SECTION 13 **MISCELLANEOUS**

13.1 Sale of Assets Subject to Bankruptcy Court Approval. This Agreement, the sale of the Assets and Sellers' ability to perform under this Agreement is conditioned and contingent upon Bankruptcy Court approval of the Bid Procedures and entry of the Bid Procedures Order and Sale Order.

13.2 Survival of Representations and Warranties. Until the Closing, all representations and warranties herein shall be operative and in full force and effect. All representations and warranties and covenants contained herein shall terminate and shall not survive the Closing, except the covenants contained in Section 2, 5.2, 5.3, 6, 7, 10 and 12.

13.3 Entirety of Agreement; Amendments and Waivers. This Agreement (including all schedules and exhibits hereto), together with the Ancillary Agreements and certificates delivered hereunder, state the entire agreement of the parties with respect to the subject matter hereof, merge all prior negotiations, agreements and understandings, if any, and state in full all representations, warranties, covenants and agreements which have induced this Agreement. Each of Sellers and Purchaser otherwise makes no other representations or warranties including any implied representations or warranties. Each party agrees that in dealing with third parties no contrary representations shall be made. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

13.4 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties without the prior written consent of the other party except, in the case of Purchaser, to an Affiliate (but only if such Affiliate becomes a party to this Agreement and agrees to be bound by the representations, warranties, covenants and obligations herein and Purchaser guarantees such Affiliate's obligations herein and; provided, however, that no such assignment shall relieve Purchaser of its obligations assigned to an Affiliate hereunder). No party shall be relieved of any liability hereunder in respect of any assignment pursuant to this Section 13.4, unless such assignor has received a written release expressly excepting such assignor from any liability that may arise hereunder.

13.5 Successors and Assigns; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement shall not confer any rights or remedies upon any Person other than the parties hereto and their respective heirs, personal representatives, legatees, successors and permitted assigns.

13.6 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to contracts made and to be entirely performed therein. In the event of any controversy or claim arising out of or relating to this Agreement or the breach or alleged breach hereof, each of the parties hereto irrevocably (i) submits to the exclusive jurisdiction of the Bankruptcy Court, (ii) waives any objection which it may have at any time to the laying of venue of any action or proceeding brought in the Bankruptcy Court, (iii) waives any claim that such action or proceeding has been brought in an inconvenient forum, and (iv) agrees that service of process or of any other papers upon such party by registered mail at the address to which notices are required to be sent to such party under Section 13.12 shall be deemed good, proper and effective service upon such party.

13.7 Gender and Number. In this Agreement, words importing the singular include the plural and vice versa and words importing a specific gender include all genders.

13.8 Headings. The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

13.9 Construction. In this Agreement (i) words denoting the singular include the plural and vice versa, (ii) "it" or "its" or words denoting any gender include all genders, (iii) the word "including" shall mean "including without limitation," whether or not expressed, (iv) any reference to a statute shall mean the statute and any regulations thereunder in force as of the date of this Agreement or the Closing Date, as applicable, unless otherwise expressly provided, (v) any reference herein to a Section, Exhibit or Schedule refers to a Section of, or Exhibit or Schedule to, this Agreement, unless otherwise stated, and (vi) when calculating the period of time within or following which any act is to be done or steps taken, the date which is the reference day in calculating such period shall be excluded and if the last day of such period is not a Business Day, then the period shall end on the next day which is a Business Day.

13.10 Severability. If any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by Law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

13.11 Negotiated Agreement. Each of Sellers and Purchaser acknowledges that it has been advised and represented by counsel in the negotiation, execution and delivery of this Agreement and accordingly agrees that, if an ambiguity exists with respect to any provision of this Agreement, such provision shall not be construed against any party because such party or its representatives drafted such provision.

13.12 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given or made as follows: (a) if sent by registered or certified mail in the United States return receipt requested, upon receipt; (b) if sent designated for overnight delivery by nationally recognized overnight air courier (such as Federal Express), one Business Day after delivery to such courier; (c) if sent by facsimile transmission before 5:00 p.m. in New York, when transmitted and receipt is confirmed; (d) if sent by facsimile transmission after 5:00 p.m. in New York and receipt is confirmed, on the following Business Day; and (e) if otherwise actually personally delivered, when delivered, provided that such notices, requests, demands and other communications are delivered to the address set forth below, or to such other address as any party shall provide by like notice to the other parties to this Agreement:

Purchaser:

840 First Avenue, Suite 200
King of Prussia, Pennsylvania 19406
Facsimile: (610) 688-2429
Attn: Brian Carden

with a copy to:

DLA Piper (US), LLP
203 N. LaSalle Street, Suite 1900
Chicago, Illinois 60601
Facsimile: (312) 630-5330
Attn: Richard A. Chesley, Esq.

Sellers:

C. Wonder LLC
1115 Broadway
New York, New York 100
Attention: Laura McCabe Brandt

with a copy to:

Cole, Schotz, Meisel, Forman & Leonard, PA
25 Main Street
Hackensack, New Jersey, 07601
Facsimile: (201) 678-6262
Attention: Michael D. Sirota, Esq.
Warren A. Usatine, Esq.

Any party hereto may change its address for service from time to time by notice given to other parties hereto in accordance with the foregoing.

13.13 Counterparts; Facsimile Copies. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed facsimile copies of this Agreement shall legally bind the parties to the same extent as original documents.

[Remainder of Page Intentionally Left Blank]


IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first above written.

SELLERS:

C. WONDER LLC

By: 
Name: Stephen Marotta
Title: Chief Restructuring Officer

CW HOLLAND LLC

By: 
Name: Stephen Marotta
Title: Chief Restructuring Officer of
C. Wonder LLC

**CW INTERNATIONAL HOLDINGS
LLC**

By: 
Name: Stephen Marotta
Title: Chief Restructuring Officer of
C. Wonder LLC

PURCHASER:

BURCH ACQUISITION LLC

By: _____
Name: _____
Title: _____

A large, stylized handwritten signature in black ink is written over the signature lines. The signature is highly cursive and loops around the text, extending to the right.

SELLERS DISCLOSURE SCHEDULES

These Schedules (these “Schedules”) are being delivered pursuant to that certain Asset Purchase Agreement, dated as of January __, 2015 (the “Agreement”), by and among Burch Acquisition LLC, a Delaware Limited Liability Corporation and any entity or entities formed on its behalf to consummate the transaction described herein (“Purchaser”), and C. Wonder LLC, a Delaware Limited Liability Corporation and its direct and indirect subsidiaries (“Sellers” and each individually a “Seller”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

Information set forth in these Schedules may not be required to be disclosed pursuant to the Agreement. The disclosure of any information shall not be deemed to constitute an acknowledgment that such information is required to be disclosed in connection with the representations and warranties made by the Sellers in the Agreement or that such information is material, nor shall such information be deemed to establish a standard of materiality, nor shall it be deemed an admission of any liability of, or concession as to any defense available to, the Sellers. These Schedules correspond to the section numbers in the Agreement, and any information disclosed in any Schedule shall be deemed to be disclosed and incorporated into any other Schedules where such disclosure would be reasonably apparent.

These Schedules do not, and shall not be construed to, broaden or otherwise amplify the representations, warranties, agreements or covenants in the Agreement.

These Schedules include brief descriptions or summaries of certain agreements and instruments. Such descriptions or summaries do not purport to be comprehensive.

In disclosing the information in these Schedules, the Sellers expressly do not waive any attorney-client privilege associated with any such information or any protection afforded by the “work product doctrine” with respect to any of the matters disclosed or discussed herein.

* * * * *

Schedule 2.3

Assumed Liabilities

(i) Agreement of Lease dated May 4, 2011 with Eleven Fifteen Associates for the premises located at 1115 Broadway, 5th Floor, New York, New York 10010;

(ii) Agreement of Lease dated February 28, 2013 with Eleven Fifteen Associates for the premises located at 1115 Broadway, 3rd Floor, New York, New York 10010;

(iii) the Sublease dated February 27, 2014, as amended, with Poppin Inc. for the premises located at 1115 Broadway, 3rd Floor, New York, New York 10010;

(iv) the Storage Unit Agreement dated September 18, 2013 with Eleven Fifteen Associates for Storage Locker 26;

(v) International Brand Expansion Agreement dated June 2, 2014 between C. Wonder Asia Limited and Stores Specialties, Inc.; and

(vi) International Brand Expansion Agreement dated November 2013 between CW Holland LLC and Al Tayer Trends LLC.

The list of Assumed Contracts may be modified up until 10 days prior to the Sale Hearing.

Schedule 2.3(a)

Employees with Unpaid Severance

Employee	Severance Amount (\$)
Laura Brandt	\$50,000.00
Richard Culpepper	\$14,482.31
Amy Duffy	\$36,153.85
David Flohr	\$65,000.00
Emma Ganderton	\$25,384.62
Radhika Gunasekera	\$62,692.31
Sonia Huse	\$13,538.46
Stephanie Leister	\$18,461.54
Scott Link	\$55,769.23
Mark Mansfield	\$7,846.15
Daniela Maron	\$31,596.15
Valerie Martinez	\$18,461.54
Mary Helen Muldoon	\$16,153.85
Dana Papa	\$14,615.38
Huon Pham	\$20,769.23
Marissa Rodriguez	\$24,615.38
Lawrence Schiller	\$18,461.54
Ji Hye Shon	\$10,969.23
Todd Swisher	\$15,384.62
Scott Williams	\$22,615.38
Melissa Villano	\$14,615.38
Cesar Gaviria	\$5,505.60
Ninoska Villia	\$4,361.60
Angeris Alicea	\$2,800.00
Amy Chui	\$2,176.00
Brianna Crawford	\$1,920.00
Rachel Chula	\$5,427.20
Nadine King	\$5,137.60
Winifred Park	\$24,692.31
Natassja Vidrio	\$2,176.00

Amy Alvino	\$2,368.00
Alexandra Kreckler	\$3,520.00
Phoebe Hersh	\$4,000.00
Melissa Spina	\$5,600.00
Ashley Fahey	\$16,923.08
Sabrina Norman	\$2,400.00
Kelly McLoughlin	\$3,520.00
Amy Saunders	\$4,480.00
Heidi Paoletti	\$13,983.23

Schedule 3.1

Organization and Good Standing

Legal Name	Jurisdiction of Organization
C. Wonder LLC	Delaware
C. Wonder Gift Cards Inc.	Arizona
C. Wonder Transport LLC	Delaware
CW Holland LLC	Delaware
CW International Holdings LLC	Delaware

Schedule 3.3

No Conflicts

None.

Schedule 3.4

Consents and Approvals

None.

Schedule 3.6

Title to Assets

None.

Schedule 3.7

Cure Amounts

List of Cure Amounts to be provided by Purchaser at least ten (10) days prior to entry of the Sale Hearing.

Schedule 3.8

Litigation

Donovan Plaintiff v. C. Wonder LLC, Lisa Ruberto, *individually*, Sarah Marchese, *individually*, and John Licciardi, *individually*, Index No. 14-CV-03601 (JFB) (SIL) pending in the Eastern District of New York.

In the Matter of a Claim of Orian Construction LLC, Supreme Court of New York, County of New York, Bond No. 0477708, Application for an Order Discharging Mechanic's Lien.

Schedule 3.9

Intellectual Property

1. The Clover Jewelry Design (the “Design”) was created by Sara Lugo De Pedro pursuant to that certain Consulting Agreement (the “Consulting Agreement”) by and between Sara Lugo-De Pedro and C.Wonder LLC. It is unclear whether the Consulting Agreement provided for the Design to be created as a “work made or hire” on C.Wonder LLC’s behalf and therefore no representation or warranty is made by the Sellers with respect to the Design and any rights that C. Wonder LLC may possess in the Design.

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Assumption Agreement**”) is made and entered into this ___ day of February, 2015, by and among Burch Acquisition, LLC, a Delaware Limited Liability Corporation and any entity or entities formed on its behalf to consummate the transaction described herein (“**Purchaser**”) and C. Wonder LLC, a Delaware Limited Liability Corporation, and each of its direct and indirect Subsidiaries listed on the signature pages hereto (collectively with Parent, “**Sellers**” and each individually a “**Seller**”).

A. The Sellers and Purchaser are parties to that certain Asset Purchase Agreement of dated January __, 2015 (the “**Purchase Agreement**”), pursuant to which Purchaser has agreed to purchase the Assets; and

B. Pursuant to the Purchase Agreement, Purchaser has agreed to assume certain obligations of the Sellers, as set forth herein.

For and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. **Assignment and Assumption.** Effective as of the on the Closing Date, the Sellers hereby assigns, sets over and transfers unto Purchase all of its right, title and interests in, to and under the Assumed Contracts, and Purchaser hereby accepts the within assignment and assumes and agrees with the Sellers to perform and comply with and to be bound by all the terms, covenants, agreements, provisions and conditions of each Assumed Contract on the part of the Sellers to the extent such obligations accrue after the Closing Date, are not required to be performed on or prior to the Closing Date and are disclosed in the text of such Assumed Contracts and do not arise out of or relate to a default or breach of the applicable Assumed Contracts prior to the Closing Date;

3. **Accrued Obligations.** All of the accrued obligations under the Assumed Contracts, as of the close of business on the Closing Date shall be assumed and performed by Purchaser.

4. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. **General.**

(a) **Headings.** The headings in this Assumption Agreement are inserted for convenience of reference only and shall not be a part of or control or affect the meaning hereof.

(b) Severability. If any provision of this Assumption Agreement shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provision shall not be affected thereby.

(c) Counterparts; Facsimile Signatures. This Assumption Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assumption Agreement may be executed by facsimile signature.

(d) Assumption Agreement Binding. This Assumption Agreement and the rights and duties hereunder shall be binding upon and inure to the benefit of the successors, assigns, heirs and legal and personal representatives of the parties hereto.

(e) Gender. In this Assumption Agreement, unless the context requires otherwise the singular includes the plural, the plural the singular, the masculine gender includes the neuter, masculine and feminine genders and vice versa.

(f) Governing Law. This Assumption Agreement shall be governed exclusively by the laws of the State of New York, without regard to its choice of law provisions.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

SELLERS:

C. WONDER LLC

By: _____
Name:
Title:

[]

By: _____
Name:
Title:

[]

By: _____
Name:
Title:

[]

By: _____
Name:
Title:

PURCHASER:

BURCH ACQUISITION LLC

By: _____
Name:
Title:

EXHIBIT B

COPYRIGHT ASSIGNMENT

This Copyright Assignment (this “**Assignment**”) made and entered into this ___ day of February, 2015, by and among Burch Acquisition, LLC, a Delaware Limited Liability Corporation and any entity or entities formed on its behalf to consummate the transaction described herein (“**Assignee**”) and C. Wonder LLC, a Delaware Limited Liability Corporation, and each of its direct and indirect Subsidiaries listed on the signature pages hereto (collectively “**Assignor**”).

For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, its entire right, title and interest in and to the works of authorship listed on the attached Schedule A (collectively “**Works**”), including but not limited to worldwide copyright rights, any and all registrations and applications relating thereto, and any renewals, extensions and continuations thereof, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement, and in and to all rights corresponding to the foregoing throughout the world.

Assignor agrees to execute all documents and assist in all proceedings (at the sole cost and expense of the Assignee) to perfect, register, or record the rights of the Assignee to the Works as Assignee may reasonably deem appropriate at Assignee’s expense. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Copyright Assignment on the date first written above.

ASSIGNOR:

C. WONDER LLC

By: _____

Name:

Title:

[]

By: _____

Name:

Title:

[]

By: _____

Name:

Title:

[]

By: _____

Name:

Title:

ASSIGNEE:

BURCH ACQUISITION LLC

By: _____
Name:
Title:

SCHEDULE A

Clover Jewelry Design

EXHIBIT C

TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into this ___ day of February, 2015, by and among Burch Acquisition, LLC, a Delaware Limited Liability Corporation and any entity or entities formed on its behalf to consummate the transaction described herein (“**Assignee**”) and C. Wonder LLC, a Delaware Limited Liability Corporation, and each of its direct and indirect Subsidiaries listed on the signature pages hereto (collectively “**Assignor**”).

WHEREAS, Assignor is the owner of the right, title and interest in and to the trademarks set forth on Schedule A attached hereto (the “**Marks**”), along with the goodwill of the business developed through the use of any symbolized by the Marks.

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

Assignor hereby transfers, conveys, and assigns to Assignee all of Assignor's right, title, and interest in, to, and under the Marks, including any and all common law rights thereof and applications therefor, together with the goodwill associated with the Marks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or any other country or jurisdiction throughout the world. This assignment is made in connection with the transfer of the business to which the Marks pertain. Assignee will now stand in the shoes of Assignor as Licensor under the License, and assumes all rights and obligations thereunder. As part of this Trademark Assignment, Assignor hereby assigns to Assignee all of its rights under the License.

Without limiting the generality of the foregoing, Assignee will have the sole right to sue and collect damages and/or profits for any past, present or future infringements or other violations of the Marks.

Assignor agrees to execute all documents and assist in all proceedings (at the sole cost and expense of the Assignee) to perfect, register, or record the rights of the Assignee to the Marks as Assignee may reasonably deem appropriate.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

ASSIGNOR:

C. WONDER LLC

By: _____
Name:
Title:

[]

By: _____
Name:
Title:

[]

By: _____
Name:
Title:

[]

By: _____
Name:
Title:

ASSIGNEE:

BURCH ACQUISITION LLC






By: _____
Name:
Title:





SCHEDULE A

TRADEMARKS







C. Wonder Trademark Holdings




(Updated November 2014)


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
Argentina	C. Stylized 	Registered	F: 04 Oct 2011 R: 21 Dec 2012	AN: 3120003 RN: 2547150	<i>(Int'l Class 4):</i> Candles
Argentina	C. Stylized 	Registered	F: 04 Oct 2011 R: 21 Dec 2012	AN: 3120004 RN: 2547151	<i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefore; electronics, namely, mp3 players and cases therefore, cell phones and cases therefore, cameras and cases therefore, and audio headphones and cases therefore
Argentina	C. Stylized 	Registered	F: 04 Oct 2011 R: 21 Dec 2012	AN: 3120005 RN: 2547152	<i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal
Argentina	C. Stylized 	Registered	F: 04 Oct 2011 R: 21 Dec 2012	AN: 3120006 RN: 2547153	<i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens
Argentina	C. Stylized 	Registered	F: 04 Oct 2011 R: 15 Jul 2013	AN: 3120007 RN: 2581915	<i>(Int'l Class 18):</i> Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains;

Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags
Argentina	C. Stylized 	Registered	F: 04 Oct 2011 R: 21 Dec 2012	AN: 3120008 RN: 2547154	(Int'l Class 20): Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood
Argentina	C. Stylized 	Registered	F: 04 Oct 2011 R: 21 Dec 2012	AN: 3120009 RN: 2547155	(Int'l Class 21): Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays
Argentina	C. Stylized 	Registered	F: 04 Oct 2011 R: 21 Dec 2012	AN: 3120010 RN: 2547156	(Int'l Class 25): Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits
Argentina	C. Stylized 	Registered	F: 04 Oct 2011 R: 21 Dec 2012	AN: 3120011 RN: 2547157	(Int'l Class 35): Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Argentina	C. WONDER	Published	F: 30 Sep 2011	AN: 3119379	(Int'l Class 25): Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits
Argentina	C. WONDER	Registered	F: 30 Sep 2011 R: 21 Dec 2012	AN: 3119365 RN: 2546672	(Int'l Class 4): Candles
Argentina	C. WONDER	Registered	F: 30 Sep 2011	AN: 3119367	(Int'l Class 9): Eyewear, namely,



Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
			R: 21 Dec 2012	RN: 2546674	sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor
Argentina	C. WONDER	Registered	F: 30 Sep 2011 R: 21 Dec 2012	AN: 3119369 RN: 2546676	<i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal
Argentina	C. WONDER	Registered	F: 30 Sep 2011 R: 21 Dec 2012	AN: 3119371 RN: 2546678	<i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens and writing instruments.
Argentina	C. WONDER	Registered	F: 30 Sep 2011 R: 21 Dec 2012	AN: 3119374 RN: 2546680	<i>(Int'l Class 18):</i> Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags; hand bags; tote bags
Argentina	C. WONDER	Registered	F: 30 Sep 2011 R: 21 Dec 2012	AN: 3119377 RN: 2546681	<i>(Int'l Class 21):</i> Household utensils; cookware; bakeware; glassware; candle holders; serving trays
Argentina	C. WONDER	Registered	F: 30 Sep 2011 R: 21 Dec 2012	AN: 3119381 RN: 2546682	<i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Argentina	C. WONDER Stylized	Published	F: 04 Oct 2011	AN: 3119995	<i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics,

Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor
Argentina	C. WONDER Stylized 	Published	F: 04 Oct 2011	AN: 3120001	<i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits
Argentina	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 21 Dec 2012	AN: 3119994 RN: 2547146	<i>(Int'l Class 4):</i> Candles
Argentina	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 21 Dec 2012	AN: 3119996 RN: 2547147	<i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal
Argentina	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 21 Dec 2012	AN: 3119997 RN: 2547148	<i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens
Argentina	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 06 Feb 2014	AN: 3119998 RN: 2628637	<i>(Int'l Class 18):</i> Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote






Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					bags
Argentina	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 21 Dec 2012	AN: 3120000 RN: 2547149	(Int'l Class 21): Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays
Argentina	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 11 Apr 2014	AN: 3120002 RN: 2638684	(Int'l Class 35): Bringing together (except transportation), for the benefit of others, of jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics, enabling customers to conveniently view and purchase the cited goods; bringing together in virtual sites (except transportation), for the benefit of others, of jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics, enabling customers to conveniently view and purchase the cited goods on line
Australia	C. Stylized 	Registered	F: 03 Oct 2011 R: 20 Mar 2012	AN: 1096520 (1461011) RN: 1096520 (1461011)	(Int'l Class 4): Candles (Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor (Int'l Class 14): Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal; leather key chain (Int'l Class 18): Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key



Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					cases; umbrellas; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags <i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood <i>(Int'l Class 21):</i> Household utensils, namely, graters, spatulas, sieves, strainers, turners, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays <i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits <i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Australia	C. Stylized 	Registered	F: 03 Oct 2011 R: 07 Mar 2012	AN: 1094638 (1457055) RN: 1094638 (1457055)	<i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens
Australia	C. WONDER	Registered	F: 18 Mar 2011 R: 10 Jul 2013	AN: 1436320 (IR 1082027) RN: 1436320 (IR 1082027)	<i>(Int'l Class 4):</i> Candles <i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones



Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					and cases therefor <i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal <i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens <i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood. <i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics <i>(Int'l Class 21):</i> Household utensils; cookware; bakeware; glassware; candle holders; serving trays <i>(Int'l Class 18):</i> Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; briefcase-type portfolios; cosmetic cases; umbrellas; luggage tags; handbags; tote bags <i>(Int'l Class 25):</i> Clothing, namely shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits
Australia	C. WONDER Stylized	Registered	F: 03 Oct 2011 R: 03 Oct 2011	AN: 1461010 (IR1096519) RN: 1461010 (IR1096519)	<i>(Int'l Class 21):</i> Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage






Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					glassware; candle holders; serving trays <i>(Int'l Class 18)</i> : Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags
Australia	C. WONDER Stylized 	Registered	F: 03 Oct 2011 R: 01 Nov 2013	AN: 1457012 (IR1094439) RN: 1457012 (IR1094439)	<i>(Int'l Class 4)</i> : Candles <i>(Int'l Class 9)</i> : Candles Class: Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor <i>(Int'l Class 14)</i> : Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal <i>(Int'l Class 16)</i> : Stationery, namely, journals and note cards; paperweights; pens <i>(Int'l Class 20)</i> : Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood <i>(Int'l Class 35)</i> : Retail store services featuring furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Bahrain	C. WONDER	Pending	F: 18 Mar 2011	AN: 1082027	<i>(Int'l Class 4)</i> : Candles <i>(Int'l Class 9)</i> : Eyewear, namely, sunglasses, eyeglasses and ophthalmic


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor <i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal <i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens <i>(Int'l Class 18):</i> Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags; hand bags; tote bags <i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood. <i>(Int'l Class 21):</i> Household utensils; cookware; bakeware; glassware; candle holders; serving trays <i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits <i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics

Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
Bahrain	C. WONDER Arabic Logo Internal 	Pending	F: 01 Apr 2014	AN: 102946	(Int'l Class 25): Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits.
Bahrain	C. WONDER Arabic Logo Side 	Pending	F: 01 Apr 2014	AN: 102947	(Int'l Class 35): Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Brazil	C. Stylized 	Published	F: 04 Oct 2011	AN: 831236183	(Int'l Class 21): Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays
Brazil	C. Stylized 	Published	F: 04 Oct 2011	AN: 831236205	(Int'l Class 25): Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits
Brazil	C. Stylized 	Published	F: 04 Oct 2011	AN: 831236060	(Int'l Class 18): Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags
Brazil	C. Stylized	Published	F: 04 Oct 2011	AN: 831236116	(Int'l Class 14): Jewelry, namely, earrings, necklaces, bracelets, and watches;


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					decorative boxes made of precious metal
Brazil	C. Stylized 	Published	F: 04 Oct 2011	AN: 831236159	(Int'l Class 35): Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Brazil	C. WONDER	Published	F: 24 Mar 2011	AN: 830985956	(Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor
Brazil	C. WONDER	Published	F: 24 Mar 2011	AN: 830985921	(Int'l Class 14): Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal
Brazil	C. WONDER	Published	F: 24 Mar 2011	AN: 830985972	(Int'l Class 16): Stationery, namely, journals and note cards; paperweights; pens
Brazil	C. WONDER	Published	F: 24 Mar 2011	AN: 830985891	(Int'l Class 18): Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags; hand bags; tote bags
Brazil	C. WONDER	Published	F: 24 Mar 2011	AN:	(Int'l Class 20): Furniture for house, office







Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
				830985875	and garden; residential and commercial furniture; picture frames; decorative boxes made of wood.
Brazil	C. WONDER	Published	F: 24 Mar 2011	AN: 830985867	(Int'l Class 21): Household utensils; cookware; bakeware; glassware; candle holders; serving trays
Brazil	C. WONDER	Published	F: 24 Mar 2011	AN: 830985840	(Int'l Class 25): Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits
Brazil	C. WONDER	Published	F: 24 Mar 2011	AN: 830985832	(Int'l Class 35): Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Brazil	C. WONDER	Published	F: 24 Mar 2011	AN: 830986014	(Int'l Class 4): Candles
Brazil	C. WONDER Stylized 	Published	F: 04 Oct 2011	AN: 831236000	(Int'l Class 4): Candles
Brazil	C. WONDER Stylized 	Published	F: 04 Oct 2011	AN: 831236035	(Int'l Class 18): Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags;




Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					hand bags; tote bags
Brazil	C. WONDER Stylized 	Published	F: 04 Oct 2011	AN: 831236027	<i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefore; electronics, namely, mp3 players and cases therefore, cell phones and cases therefore, cameras and cases therefore, and audio headphones and cases therefore
Brazil	C. WONDER Stylized 	Published	F: 04 Oct 2011	AN: 831236043	<i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal
Brazil	C. WONDER Stylized 	Published	F: 04 Oct 2011	AN: 831235977	<i>(Int'l Class 21):</i> Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays
Brazil	C. WONDER Stylized 	Published	F: 04 Oct 2011	AN: 831235950	<i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits
Brazil	C. WONDER Stylized 	Published	F: 04 Oct 2011	AN: 831235934	<i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Canada	C. Stylized	Published	F: 30 Jan 2012	AN: 1561921	<i>(Goods and Services)</i>



Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					Wares: Candles; stationery, namely, journals and note cards; paperweights; pens; eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefore; jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal; leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffel bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags; hand bags; tote bags; furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood; household utensils; cookware; bakeware; glassware; candle holders; serving trays; clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits Services: Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Canada	C. WONDER	Published	F: 21 Mar 2011	AN: 1520032	<i>(Int'l Class 4):</i> Candles <i>(Int'l Class 9):</i> Eyewear, namely,







Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor <i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal <i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens <i>(Int'l Class 18):</i> Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags; hand bags; tote bags <i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood. <i>(Int'l Class 21):</i> Household utensils; cookware; bakeware; glassware; candle holders; serving trays <i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits <i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather



Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					goods and bags, eyewear, and electronics
Canada	C. WONDER Stylized 	Published	F: 30 Jan 2012	AN: 1561923	(Goods and Services) Wares: Candles; stationery, namely, journals and note cards; paperweights; pens; eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefore; jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal; leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags; hand bags; tote bags; furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood; household utensils; cookware; bakeware; glassware; candle holders; serving trays; clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits. Services : Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
Chile	C. Stylized 	Registered	F: 04 Oct 2011 R: 24 Jan 2013	AN: 972795 RN: 988313	<i>(Int'l Class 4):</i> Candles
Chile	C. Stylized 	Registered	F: 04 Oct 2011 R: 24 Jan 2013	AN: 972796 RN: 988315	<i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefore; electronics, namely, mp3 players and cases therefore, cell phones and cases therefore, cameras and cases therefore, and audio headphones and cases therefore
Chile	C. Stylized 	Registered	F: 04 Oct 2011 R: 24 Jan 2013	AN: 972797 RN: 988317	<i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal
Chile	C. Stylized 	Registered	F: 04 Oct 2011 R: 24 Jan 2013	AN: 972798 RN: 988319	<i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens
Chile	C. Stylized 	Registered	F: 04 Oct 2011 R: 07 May 2013	AN: 972799 RN: 1008737	<i>(Int'l Class 18):</i> Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags
Chile	C. Stylized 	Registered	F: 04 Oct 2011 R: 24 Jan 2013	AN: 972800 RN: 988321	<i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
Chile	C. Stylized 	Registered	F: 04 Oct 2011 R: 24 Jan 2013	AN: 972801 RN: 988323	(Int'l Class 21): Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays
Chile	C. Stylized 	Registered	F: 04 Oct 2011 R: 24 Jan 2013	AN: 972802 RN: 988325	(Int'l Class 25): Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits
Chile	C. Stylized 	Registered	F: 04 Oct 2011 R: 24 Jan 2013	AN: 972803 RN: 988327	(Int'l Class 35): Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Chile	C. WONDER	Pending	F: 09 Aug 2011	AN: 964879	(Int'l Class 4): Candles (Int'l Class 14): Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal (Int'l Class 18): Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags; hand bags; tote bags (Int'l Class 20): Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood. (Int'l Class 21): Household utensils; cookware; bakeware; glassware; candle


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					holders; serving trays
Chile	C. WONDER	Registered	F: 09 Aug 2011 R: 28 Jun 2013	AN: 964881 RN: 1019297	(Int'l Class 35): Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Chile	C. WONDER	Published	F: 15 Oct 2013	AN: 1078767	(Int'l Class 16): Stationery, namely, journals and note cards, paperweights; pens (Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor (Int'l Class 25): Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals,, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits
Chile	C. WONDER Stylized 	Published	F: 04 Oct 2011	AN: 972808	(Int'l Class 18): Casual sports bags; multi-purpose athlete bags; sports; baggage; backpacks; canvas bags; money belts; book bags; post pouches; handbags; wallets; key cases; umbrellas, leather key holders; briefcases; vanity cases sold empty; luggage tag holder; handbags; bags
Chile	C. WONDER Stylized 	Published	F: 04 Oct 2011	AN: 972811	(Int'l Class 25): Items of clothing, that is, shirts, trousers, sweaters, jackets, coats, hats, sandals, boots, sneakers, skirts, dresses, blouses, belts, scarves and bathing suits
Chile	C. WONDER Stylized	Published	F: 04 Oct 2011	AN: 972812	(Int'l Class 35): Retail store services featuring furniture



Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					
Chile	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 08 Feb 2013	AN: 972805 RN: 992422	<i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefore; electronics, namely, mp3 players and cases therefore, cell phones and cases therefore, cameras and cases therefore, and audio headphones and cases therefore
Chile	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 24 Jan 2013	AN: 972806 RN: 988331	<i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal
Chile	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 08 Feb 2013	AN: 972809 RN: 992424	<i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood
Chile	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 24 Jan 2013	AN: 972804 RN: 988329	<i>(Int'l Class 4):</i> Candles
Chile	C. WONDER Stylized 	Published	F: 30 Apr 2013	AN: 1056209	<i>(Int'l Class 25):</i> Clothing, that is, shirts, trousers, sweaters, jackets, coats, hats, sandals, boots, sneakers, skirts, dresses, blouses, belts, scarves and bathing suits


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
China (People's Republic)	C. Stylized 	Registered	F: 03 Oct 2011 R: 09 Jul 2012	AN: 1094638 RN: 1094638	(Int'l Class 16): Stationery, namely, journals and note cards; paperweights; pens
China (People's Republic)	C. Stylized 	Pending	F: 03 Oct 2011	AN: 1096520	(Int'l Class 4): Candles (Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor (Int'l Class 14): Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal; leather key chain (Int'l Class 18): Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags (Int'l Class 20): Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood (Int'l Class 21): Household utensils, namely, graters, spatulas, sieves, strainers, turners, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays (Int'l Class 25): Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					bathing suits
China (People's Republic)	C. Stylized 	Registered	F: 10 Oct 2012 R: 28 Apr 2014	AN: 11582681 RN: 11582681	(Int'l Class 35): Presentation of goods on communication media, for retail purposes; commercial information and advice for consumers [consumer advice shop]; outsourcing services [business assistance]; sales promotion [for others]; procurement services for others [purchasing goods and services for other businesses]; personnel recruitment; relocation services for business; administrative processing of purchase orders; computer registration services; sponsorship search
China (People's Republic)	C. WONDER	Pending	F: 18 Mar 2011	AN: 1082027	(Int'l Class 4): Candles (Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor (Int'l Class 14): Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal (Int'l Class 16): Stationery, namely, journals and note cards; paperweights; pens (Int'l Class 18): Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags; hand bags; tote bags (Int'l Class 20): Furniture for house, office



Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					and garden; residential and commercial furniture; picture frames; decorative boxes made of wood. <i>(Int'l Class 21):</i> Household utensils; cookware; bakeware; glassware; candle holders; serving trays <i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits <i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
China (People's Republic)	C. WONDER	Pending	F: 07 May 2012	AN: 10873730	<i>(Int'l Class 35):</i> Sales promotion services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
China (People's Republic)	C. WONDER	Pending	F: 01 Nov 2013	AN: 13466888	<i>(Int'l Class 14):</i> Jewelry; earrings; necklaces; bracelets; leather key chains; key fobs.
China (People's Republic)	C. WONDER Stylized 	Pending	F: 03 Oct 2011	AN: 1096519	<i>(Int'l Class 18):</i> Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags

Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					(Int'l Class 21): Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; candle holders; serving trays
China (People's Republic)	C. WONDER Stylized 	Pending	F: 03 Oct 2011	AN: 1094439	(Int'l Class 4): Candles (Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor (Int'l Class 14): Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal (Int'l Class 16): Stationery, namely, journals and note cards; paperweights; pens (Int'l Class 20): Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood (Int'l Class 25): Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suit (Int'l Class 35): Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
China (People's Republic)	C. WONDER Stylized	Pending	F: 21 Aug 2012	AN:	(Int'l Class 35): For the purpose of retail

Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
Republic)				11377322	merchandise displayed on communication media; providing business information and advice (consumer advice agencies) to consumers; outsourcing services (Business Support); promotion for others; Procurement for others (for other businesses to buy goods or services); staff recruited; commercial enterprise migration; administrative processing purchase orders; computer entry services; find sponsors
European Community	C. Stylized 	Registered	F: 03 Oct 2011 R: 26 Sep 2012	AN: 1096520 RN: 1096520	(Int'l Class 4): Candles (Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor (Int'l Class 14): Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal; leather key chain (Int'l Class 18): Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags (Int'l Class 20): Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood (Int'l Class 21): Household utensils, namely, graters, spatulas, sieves, strainers, turners, and whisks; cookware, namely, pots and


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					<p> pans; bakeware; beverage glassware; candle holders; serving trays <i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits <i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics</p>
European Community	<p>C. Stylized</p> 	Registered	F: 03 Oct 2011 R: 05 Sep 2012	AN: 1094638 RN: 1094638	<i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens
European Community	C. WONDER	Registered	F: 18 Mar 2011 R: 16 May 2012	AN: 1082027 RN: 1082027	<p><i>(Int'l Class 4):</i> Candles <i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor <i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal <i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens <i>(Int'l Class 18):</i> Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses;</p>


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags; hand bags; tote bags <i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood. <i>(Int'l Class 21):</i> Household utensils; cookware; bakeware; glassware; candle holders; serving trays <i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits <i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
European Community	C. WONDER Stylized 	Registered	F: 03 Oct 2011 R: 26 Sep 2012	AN: 1096519 RN: 1096519	<i>(Int'l Class 18):</i> Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags <i>(Int'l Class 21):</i> Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays







Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
European Community	<p>C. WONDER Stylized</p> 	Registered	<p>F: 03 Oct 2011 R: 05 Sep 2012</p>	<p>AN: 1094439 RN: 1094439</p>	<p>(Int'l Class 4): Candles (Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor (Int'l Class 14): Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal (Int'l Class 16): Stationery, namely, journals and note cards; paperweights; pens (Int'l Class 20): Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood (Int'l Class 25): Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suit (Int'l Class 35): Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics</p>
Hong Kong	<p>C. Stylized</p> 	Published	<p>F: 03 Oct 2011</p>	<p>AN: 302047527</p>	<p>(Int'l Class 4): Int'l Class: 4 Candles. (Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones</p>



Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					and cases therefor. <i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal <i>(Int'l Class 16):</i> Int'l Class: 16 Stationery, namely, journals and note cards; paperweights; pens. <i>(Int'l Class 18):</i> Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags. <i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood. <i>(Int'l Class 21):</i> Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays. <i>(Int'l Class 25):</i> Int'l Class: Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits. <i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics.




Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
Hong Kong	C. WONDER	Registered	F: 28 Mar 2011 R: 28 Mar 2011	AN: 301870713 RN: 301870713	<p><i>(Int'l Class 4):</i> Candles <i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor <i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal <i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens <i>(Int'l Class 18):</i> Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags; hand bags; tote bags <i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood. <i>(Int'l Class 21):</i> Household utensils; cookware; bakeware; glassware; candle holders; serving trays <i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits <i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail</p>







Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Hong Kong	C. WONDER Stylized 	Registered	F: 03 Oct 2011 R: 03 Oct 2011	AN: 302047518 RN: 302047518	<p><i>(Int'l Class 4):</i> Industrial oils and greases; lubricants; dust absorbing, wetting and binding compositions; fuels (including motor spirit) and illuminants; candles, wicks.</p> <p><i>(Int'l Class 9):</i></p> <p><i>(Int'l Class 14):</i> Precious metals and their alloys and goods in precious metals or coated therewith, not included in other classes; jewelry, precious stones; horological and chronometric instruments.</p> <p><i>(Int'l Class 16):</i> Paper, cardboard and goods made from these materials, not included in other classes; Printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); playing cards; printers' type; printing blocks.</p> <p><i>(Int'l Class 18):</i> Leather and imitations of leather, and goods made of these materials and not included in other classes; animal skins, hides; trunks and travelling bags; umbrellas, parasols and walking sticks; whips, harness and saddlery.</p> <p><i>(Int'l Class 20):</i> Furniture, mirrors picture frames; goods(not included in other classes) of woods, cork, reed, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother-of-pearl, meerschaum and</p>


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					substitutes for all these materials, or of plastics. (<i>Int'l Class 21</i>): Household or kitchen utensils and containers (not of precious metal or coated therewith); combs and sponges; brushes (except paint brushes); brush-making materials; articles for cleaning purposes; steel wool; unworked or semi-worked glass (except glass used in building); glassware, porcelain and earthenware not included in other classes. (<i>Int'l Class 25</i>): Clothing, footwear, headgear. (<i>Int'l Class 35</i>): Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
India	C. WONDER	Pending	F: 09 Jul 2012		(<i>Int'l Class 35</i>): Retail store services featuring clothing, jewelry, furniture, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, furniture, housewares, stationery, leather goods and bags, eyewear, and electronics
Indonesia	C. Stylized 	Pending	F: 04 Oct 2011	AN: D00-2011039131	(<i>Int'l Class 4</i>): Candles
Indonesia	C. Stylized	Pending	F: 04 Oct 2011	AN: D00-2011039130	(<i>Int'l Class 9</i>): Eyewear, namely, sunglasses, eyeglasses and ophthalmic


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor
Indonesia	C. Stylized 	Pending	F: 04 Oct 2011	AN: D00-2011039133	<i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits
Indonesia	C. Stylized 	Pending	F: 04 Oct 2011	AN: D00-2011039141	<i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics.
Indonesia	C. Stylized 	Published	F: 04 Oct 2011	AN: D00-2011039128	<i>(Int'l Class 14):</i> jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal
Indonesia	C. Stylized 	Published	F: 04 Oct 2011	AN: D00-2011039129	<i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens
Indonesia	C. Stylized 	Published	F: 04 Oct 2011	AN: D00-2011039139	<i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood.
Indonesia	C. Stylized	Published	F: 04 Oct 2011	AN: D00-2011039140	<i>(Int'l Class 18):</i> Leather goods; casual sport bags; all-purpose athletic bags; sports bags;


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags; hand bags; tote bags
Indonesia	C. Stylized 	Published	F: 04 Oct 2011	AN: D00-2011039138	(Int'l Class 21): Household utensils; cookware; bakeware; glassware; candle holders; serving trays
Indonesia	C. WONDER	Pending	F: 15 Nov 2011	AN: D00-2011-046276	(Int'l Class 16): Stationery, namely, journals and note cards; paperweights; pens
Indonesia	C. WONDER	Pending	F: 15 Nov 2011	AN: D00-2011-046264	(Int'l Class 25): Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits
Indonesia	C. WONDER	Pending	F: 15 Nov 2011	AN: D00-2011-046266	(Int'l Class 35): Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Indonesia	C. WONDER	Published	F: 15 Nov 2011	AN: D00-2011-046260	(Int'l Class 4): Candles
Indonesia	C. WONDER	Published	F: 15 Nov 2011	AN: D00-2011-046273	(Int'l Class 14): Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal
Indonesia	C. WONDER	Published	F: 15 Nov 2011	AN: D00-2011-046261	(Int'l Class 18): Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny



Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags; hand bags; tote bags
Indonesia	C. WONDER	Published	F: 15 Nov 2011	AN: D00-2011-046263	(Int'l Class 20): Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood
Indonesia	C. WONDER	Published	F: 15 Nov 2011	AN: D00-2011-046265	(Int'l Class 21): Household utensils; cookware; bakeware; glassware; candle holders; serving trays
Indonesia	C. WONDER Stylized 	Pending	F: 04 Oct 2011	AN: D00-2011039120	(Int'l Class 4): Candles
Indonesia	C. WONDER Stylized 	Pending	F: 04 Oct 2011	AN: D00-2011039113	(Int'l Class 25): Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits
Indonesia	C. WONDER Stylized 	Pending	F: 04 Oct 2011	AN: D00-2011039115	(Int'l Class 35): Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics.
Indonesia	C. WONDER Stylized	Pending	F: 04 Oct 2011	AN: D00-2011039125	(Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics,


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor
Indonesia	C. WONDER Stylized 	Pending	F: 04 Oct 2011	AN: D00-2011039122	<i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens
Indonesia	C. WONDER Stylized 	Published	F: 04 Oct 2011	AN: D00-2011039119	<i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood.
Indonesia	C. WONDER Stylized 	Published	F: 04 Oct 2011	AN: D00-2011039117	<i>(Int'l Class 21):</i> Household utensils; cookware; bakeware; glassware; candle holders; serving trays
Indonesia	C. WONDER Stylized 	Published	F: 04 Oct 2011	AN: D00-2011039123	<i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal
Indonesia	C. WONDER Stylized 	Published	F: 04 Oct 2011	AN: D00-2011039126	<i>(Int'l Class 18):</i> Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags;

Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					hand bags; tote bags
Int'l Registration - Madrid Protocol Only	C. Stylized 	Registered	F: 03 Oct 2011 R: 24 Nov 2011	AN: 1096520 RN: 1096520	<p><i>(Int'l Class 4):</i> Candles <i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor <i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal <i>(Int'l Class 18):</i> Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags <i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood <i>(Int'l Class 21):</i> Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays <i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits <i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry,</p>



Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Int'l Registration - Madrid Protocol Only	C. Stylized 	Registered	F: 03 Oct 2011 R: 03 Oct 2011	AN: 1094638 RN: 1094638	(Int'l Class 16): Stationery, namely, journals and note cards; paperweights; pens
Int'l Registration - Madrid Protocol Only	C. WONDER	Registered	F: 18 Mar 2011 R: 14 Jul 2011	AN: 1082027 RN: 1082027	(Int'l Class 4): Candles (Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor (Int'l Class 14): Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal (Int'l Class 16): Stationery, namely, journals and note cards; paperweights; pens (Int'l Class 18): Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags; hand bags; tote bags (Int'l Class 20): Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood. (Int'l Class 21): Household utensils;


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					cookware; bakeware; glassware; candle holders; serving trays <i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits <i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Int'l Registration - Madrid Protocol Only	C. WONDER Stylized 	Registered	F: 03 Oct 2011 R: 03 Nov 2011	AN: 1094439 RN: 1094439	<i>(Int'l Class 4):</i> Candles <i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor <i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal <i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens <i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood <i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suit

Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					<i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Int'l Registration - Madrid Protocol Only	C. WONDER Stylized 	Registered	F: 03 Oct 2011 R: 24 Nov 2011	AN: 1096519 RN: 1096519	<i>(Int'l Class 18):</i> Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags <i>(Int'l Class 21):</i> Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays
Israel	C. WONDER	Registered	F: 18 Mar 2011 R: 01 Feb 2014	AN: 1082027 RN: 1082027	<i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Japan	C. Stylized 	Registered	F: 03 Oct 2011 R: 25 Jan 2013	AN: 1096520 RN: 1096520	<i>(Int'l Class 4):</i> Candles <i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor

Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					<p><i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal</p> <p><i>(Int'l Class 18):</i> Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags</p> <p><i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood</p> <p><i>(Int'l Class 21):</i> Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays</p> <p><i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits</p> <p><i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics</p>
Japan	C. Stylized 	Registered	F: 03 Oct 2011 R: 01 Feb 2013	AN: 1094638 RN: 1094638	<p><i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens</p>


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
Japan	C. WONDER	Registered	F: 18 Mar 2011 R: 20 Dec 2012	AN: 1082027 RN: 1082027	<p><i>(Int'l Class 4):</i> Candles</p> <p><i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor</p> <p><i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal</p> <p><i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens</p> <p><i>(Int'l Class 18):</i> Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags; hand bags; tote bags</p> <p><i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood.</p> <p><i>(Int'l Class 21):</i> Household utensils; cookware; bakeware; glassware; candle holders; serving trays</p> <p><i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits</p> <p><i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail</p>


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Japan	C. WONDER Stylized 	Pending	F: 03 Oct 2011	AN: 1096519	(Int'l Class 18): Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags (Int'l Class 21): Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays
Japan	C. WONDER Stylized 	Pending	F: 03 Oct 2011	AN: 1094439	(Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; cameras and cases therefor (Int'l Class 14): Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal (Int'l Class 16): Stationery, namely, personal journals (blank) and note cards; paperweights; pens (Int'l Class 20): Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative chests made of wood (Int'l Class 35): Retail store services for furniture, jewelry, graters, spatulas, sieves, strainers, turners, kitchen tongs, whisks, pots and pans, bakeware, beverage glassware, candle holders, serving trays,



Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					stationery, leather bags, wallets and pouches and other bags, and eyewear; online retail store services for furniture, jewelry, graters, spatulas, sieves, strainers, turners, kitchen tongs, whisks, pots and pans, bakeware, beverage glassware, candle holders, serving trays, stationery, leather bags, wallets and pouches and other bags, and eyewear
Korea, Republic of	C. Stylized 	Registered	F: 03 Oct 2011 R: 01 Aug 2012	AN: 1096520 RN: 1096520	<p><i>(Int'l Class 4):</i> Candles <i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor <i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal <i>(Int'l Class 18):</i> Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags <i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood <i>(Int'l Class 21):</i> Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage</p>





Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					glassware; candle holders; serving trays <i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits <i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Korea, Republic of	C. WONDER	Registered	F: 18 Mar 2011 R: 11 Jun 2013	AN: 1082027 RN: 1082027	<i>(Int'l Class 4):</i> Candles <i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor <i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal; key fobs <i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens (writing instruments) <i>(Int'l Class 18):</i> Leather key chains; leather bags; leather purses; leather boxes; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags;






Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					handbags; tote bags <i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood. <i>(Int'l Class 21):</i> Containers for household or kitchen use; kitchen utensils; cooking utensils, non-electric; sponges for household purpose; hair brushes (for household purpose); scrubbing brushes (for household purpose); dishwashing brushes (for household purpose), clothes brushes (for household purpose), shoe brushes (for household purpose); tableware other than knives, forks and spoons; thermally insulated containers of glass for food and beverages; drinking vessels of glass; cleaning tools and washing utensils for household purpose (other than electric); apparatus and utensils for wax-polishing (non-electric) for household purpose; glass based product (non for building); apparatus for food and drink processing for household purposes (other than electric); containers of glass for foodstuffs; boxes of glass, glass caps; bottles (except vases); vases; flowers bowls of porcelain for household purposes; gloves for household purposes; polishing gloves for household purposes; gardening gloves for household purposes; works of art of glass; candle holders; serving trays <i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits <i>(Int'l Class 35):</i> Retail store services

Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					featuring clothing, furniture, jewelry, containers for household or kitchen use, kitchen utensils, cooking utensils (non-electric), drinking vessels, candle holders, serving trays, stationery, leather key chains, leather purses, leather boxes and bags, eyewear, cell phones, cell phones cases of leather, audio headphones, digital cameras, leather cases for digital cameras; online retail store services featuring clothing, furniture, jewelry, containers for household or kitchen use, kitchen utensils, cooking utensils (non-electric), drinking vessels, candle holders, serving trays, stationery, leather key chains, leather purses, leather boxes and bags, eyewear, cell phones, cell phones cases of leather, audio headphones, cameras, leather cases for cameras
Korea, Republic of	C. WONDER Stylized 	Registered	F: 03 Oct 2011 R: 03 Oct 2011	AN: 1096519 RN: 1096519	(Int'l Class 18): Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags (Int'l Class 21): Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays
Korea, Republic of	C. WONDER Stylized	Registered	F: 03 Oct 2011 R: 19 Apr 2013	AN: 1094439 RN: 1094439	(Int'l Class 4): Candles (Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics,




Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor <i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal <i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens <i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood <i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suit <i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Kuwait	C. WONDER	Pending	F: 26 Sep 2013	AN: 144044	<i>(Int'l Class 18):</i> Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; briefcase-type portfolios; cosmetic cases; umbrellas; luggage tags; handbags; tote bags.
Kuwait	C. WONDER	Pending	F: 26 Sep 2013	AN: 144047	<i>(Int'l Class 25):</i> Clothing, namely shirts, pants, sweaters, jackets, coats, hats, shoes, socks, flip-flops, boots, sandals, sneakers,






Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					skirts, dresses, blouses, belts, scarves, and bathing suits
Kuwait	C. WONDER	Pending	F: 26 Sep 2013	AN: 144045	(Int'l Class 20): Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood
Kuwait	C. WONDER	Pending	F: 26 Sep 2013	AN: 144046	(Int'l Class 21): Household utensils; cookware; bakeware; glassware; candle holders; serving trays
Kuwait	C. WONDER	Pending	F: 26 Sep 2013	AN: 144048	(Int'l Class 35): Retail store services featuring clothing, jewelry, furniture, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, furniture, housewares, stationery, leather goods and bags, eyewear, and electronics
Kuwait	C. WONDER Arabic Logo Internal 	Pending	F: 28 Nov 2013	AN: 145605	(Int'l Class 25): Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits.
Kuwait	C. WONDER Arabic Logo Side 	Pending	F: 28 Nov 2013	AN: 145606	(Int'l Class 35): Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics.
Lebanon	C. WONDER	Registered	F: 20 May 2013 R: 20 May 2013	AN: 150331 RN: 150331	(Int'l Class 35): Retail store services featuring clothing, jewelry, furniture,







Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, furniture, housewares, stationery, leather goods and bags, eyewear, and electronics
Malaysia	C. Stylized 	Pending	F: 04 Oct 2011	AN: 2011053965	(Int'l Class 18): Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags
Malaysia	C. Stylized 	Registered	F: 04 Oct 2011 R: 04 Apr 2011	AN: 2011053968 RN: 2011053968	(Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor
Malaysia	C. Stylized 	Registered	F: 04 Oct 2011 R: 04 Apr 2011	AN: 2011053967 RN: 2011053967	(Int'l Class 14): Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal
Malaysia	C. Stylized 	Registered	F: 04 Oct 2011 R: 04 Apr 2011	AN: 2011053966 RN: 2011053966	(Int'l Class 16): Stationery, namely, journals and note cards; paperweights; pens
Malaysia	C. Stylized	Registered	F: 04 Oct 2011 R: 04 Apr 2011	AN: 2011053964 RN:	(Int'l Class 20): Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes





Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
				2011053964	made of wood
Malaysia	C. Stylized 	Registered	F: 04 Oct 2011 R: 04 Apr 2011	AN: 2011053963 RN: 2011053963	(Int'l Class 21): Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays
Malaysia	C. Stylized 	Registered	F: 04 Oct 2011 R: 04 Apr 2011	AN: 2011053962 RN: 2011053962	(Int'l Class 25): Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits
Malaysia	C. Stylized 	Registered	F: 04 Oct 2011 R: 04 Apr 2011	AN: 2011053961 RN: 2011053961	(Int'l Class 35): Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Malaysia	C. Stylized 	Registered	F: 04 Oct 2011 R: 04 Apr 2011	AN: 2011053969 RN: 2011053969	(Int'l Class 4): Candles
Malaysia	C. WONDER	Registered	F: 11 Aug 2011 R: 22 Apr 2013	AN: 2011052821 RN: 2011052821	(Int'l Class 4): Candles
Malaysia	C. WONDER	Registered	F: 11 Aug 2011 R: 12 Aug 2014	AN: 2011052824 RN: 2011052824	(Int'l Class 14): Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal

Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
Malaysia	C. WONDER	Registered	F: 11 Aug 2011 R: 29 Aug 2014	AN: 2011052826 RN: 2011052826	<i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens
Malaysia	C. WONDER	Registered	F: 11 Aug 2011 R: 25 Jul 2013	AN: 2011052827 RN: 2011052827	<i>(Int'l Class 18):</i> Leather and imitations of leather, and goods made of these materials and not included in other classes; Sport bags, other than adapted (shaped) to contain specific sports apparatus; athletic bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; leather wallets; key cases; umbrellas; briefcase-type portfolios; Cosmetic cases (not fitted); luggage tags; hand bags; tote bags; all included in Class 18".
Malaysia	C. WONDER	Registered	F: 11 Aug 2011 R: 02 May 2013	AN: 2011052828 RN: 2011052828	<i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood
Malaysia	C. WONDER	Registered	F: 11 Aug 2011 R: 02 May 2013	AN: 2011052831 RN: 2011052831	<i>(Int'l Class 21):</i> Household or kitchen utensils and containers (not of precious metal or coated therewith); combs and sponges; brushes (except paint brushes); brush-making materials; articles for cleaning purposes; steel wool; unworked or semi-worked glass (except glass used in building); glassware, porcelain and earthenware not included in other classes
Malaysia	C. WONDER	Registered	F: 11 Aug 2011 R: 22 Apr 2013	AN: 2011052832 RN: 2011052832	<i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits







Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
Malaysia	C. WONDER	Registered	F: 11 Aug 2011 R: 11 Aug 2011	AN: 2011052834 RN: 2011052834	(Int'l Class 35): Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Malaysia	C. WONDER	Registered	F: 11 Aug 2011 R: 25 Apr 2013	AN: 2011052822 RN: 2011052822	(Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor
Malaysia	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 18 Sep 2013	AN: 2011053954 RN: 2011053954	(Int'l Class 21): Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays
Malaysia	C. WONDER Stylized 	Pending	F: 04 Oct 2011	AN: 2011053958	(Int'l Class 14): Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal
Malaysia	C. WONDER Stylized 	Pending	F: 04 Oct 2011	AN: 2011053952	(Int'l Class 35): Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics




Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
Malaysia	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 21 Sep 2013	AN: 2011053960 RN: 2011053960	(Int'l Class 4): Candles
Malaysia	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 25 Apr 2013	AN: 2011053959 RN: 2011053959	(Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor
Malaysia	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 29 Aug 2014	AN: 2011053957 RN: 2011053957	(Int'l Class 16): Stationery, namely, journals and note cards; paperweights; pens
Malaysia	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 18 Sep 2013	AN: 2011053956 RN: 2011053956	(Int'l Class 18): Sport bags, other than adapted (shaped) to contain specific sports apparatus; athletic bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; leather wallets; key cases; umbrellas; briefcase-type portfolios; Cosmetic cases (not fitted); luggage tags; hand bags; tote bags
Malaysia	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 02 May 2013	AN: 2011053955 RN: 2011053955	(Int'l Class 20): Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood
Malaysia	C. WONDER Stylized	Registered	F: 04 Oct 2011 R: 26 Aug 2014	AN: 2011053953	(Int'l Class 25): Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes,

Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
				RN: 2011053953	flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits
Mexico	C. Stylized 	Registered	F: 04 Oct 2011 R: 09 Mar 2012	AN: 1217060 RN: 1272928	<i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits
Mexico	C. Stylized 	Registered	F: 04 Oct 2011 R: 07 Mar 2012	AN: 1217062 RN: 1272184	<i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Mexico	C. Stylized 	Registered	F: 04 Oct 2011 R: 06 Mar 2012	AN: 1217045 RN: 1272010	<i>(Int'l Class 4):</i> Candles
Mexico	C. Stylized 	Registered	F: 04 Oct 2011 R: 06 Mar 2012	AN: 1217047 RN: 1272012	<i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefore; electronics, namely, mp3 players and cases therefore, cell phones and cases therefore, cameras and cases therefore, and audio headphones and cases therefore
Mexico	C. Stylized 	Registered	F: 04 Oct 2011 R: 06 Mar 2012	AN: 1217050 RN: 1272013	<i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; precious metal decorative boxes.




Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
Mexico	C. Stylized 	Registered	F: 04 Oct 2011 R: 06 Mar 2012	AN: 1217052 RN: 1272015	<i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens, office supplies.
Mexico	C. Stylized 	Registered	F: 04 Oct 2011 R: 16 Aug 2012	AN: 1217054 RN: 1304075	<i>(Int'l Class 18):</i> Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags
Mexico	C. Stylized 	Registered	F: 04 Oct 2011 R: 06 Mar 2012	AN: 1217055 RN: 1272016	<i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood
Mexico	C. Stylized 	Registered	F: 04 Oct 2011 R: 07 Mar 2012	AN: 1217058 RN: 1272183	<i>(Int'l Class 21):</i> Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays
Mexico	C. WONDER	Registered	F: 30 Mar 2011 R: 08 Aug 2011	AN: 1167379 RN: 1231697	<i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor
Mexico	C. WONDER	Registered	F: 30 Mar 2011 R: 08 Aug 2011	AN: 1167381 RN: 1231698	<i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal
Mexico	C. WONDER	Registered	F: 30 Mar 2011	AN: 1167382	<i>(Int'l Class 16):</i> Stationery, namely, journals

Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
			R: 08 Aug 2011	RN: 1231699	and note cards; paperweights; pens
Mexico	C. WONDER	Registered	F: 30 Mar 2011 R: 08 Aug 2011	AN: 1167377 RN: 1231696	<i>(Int'l Class 4):</i> Candles
Mexico	C. WONDER	Registered	F: 30 Mar 2011 R: 08 Aug 2011	AN: 1167388 RN: 1231702	<i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Mexico	C. WONDER	Registered	F: 30 Mar 2011 R: 09 Aug 2012	AN: 1167383 RN: 1302642	<i>(Int'l Class 18):</i> Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags; hand bags; tote bags
Mexico	C. WONDER	Registered	F: 30 Mar 2011 R: 08 Aug 2011	AN: 1167384 RN: 1231700	<i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood.
Mexico	C. WONDER	Registered	F: 30 Mar 2011 R: 29 Jun 2011	AN: 1167386 RN: 1225453	<i>(Int'l Class 21):</i> Household utensils; cookware; bakeware; glassware; candle holders; serving trays
Mexico	C. WONDER	Registered	F: 30 Mar 2011 R: 08 Aug 2011	AN: 1167387 RN: 1231701	<i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits
Mexico	C. WONDER Stylized	Registered	F: 04 Oct 2011 R: 07 Mar 2012	AN: 1217036 RN: 1272181	<i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial

Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					furniture; picture frames; decorative boxes made of wood
Mexico	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 06 Mar 2012	AN: 1217041 RN: 1272006	<i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip flops, boots, sandals, sneakers, skirts, dresses, blouses, dress belts, scarves, and bathing suits.
Mexico	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 06 Mar 2012	AN: 1217037 RN: 1272002	<i>(Int'l Class 21):</i> Household and culinary utensils; kitchen utensils; baking utensils; glassware; candle holders; serving trays.
Mexico	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 06 Mar 2012	AN: 1217026 RN: 1272001	<i>(Int'l Class 4):</i> Candles.
Mexico	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 07 Mar 2012	AN: 1217028 RN: 1272176	<i>(Int'l Class 9):</i>
Mexico	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 07 Mar 2012	AN: 1217030 RN: 1272178	<i>(Int'l Class 14):</i>


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
Mexico	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 16 Aug 2012	AN: 1217034 RN: 1304074	<i>(Int'l Class 18)</i> : Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags
Mexico	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 06 Mar 2012	AN: 1217043 RN: 1272008	<i>(Int'l Class 35)</i> : Retail store services featuring clothing, furniture, jewelry, home accessories, office accessories, leather goods and bags, sunglasses and electronics.
Mexico	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 07 Mar 2012	AN: 1217031 RN: 1272179	<i>(Int'l Class 16)</i> : Stationery, namely, journals and note cards; paperweights; pens
New Zealand	C. WONDER	Registered	F: 29 Jun 2012 R: 04 Jan 2013	AN: 961335 RN: 961335	<i>(Int'l Class 35)</i> : Retail store services featuring clothing, jewelry, furniture, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, furniture, housewares, stationery, leather goods and bags, eyewear, and electronics
Oman	C. WONDER	Pending	F: 18 Mar 2011	AN: 1082027	<i>(Int'l Class 4)</i> : Candles <i>(Int'l Class 9)</i> : Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones

Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					and cases therefor <i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal <i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens <i>(Int'l Class 18):</i> Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags; hand bags; tote bags <i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood. <i>(Int'l Class 21):</i> Household utensils; cookware; bakeware; glassware; candle holders; serving trays <i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits <i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Oman	C. WONDER Arabic Logo Internal	Pending	F: TBD	AN: TBD	<i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts,

Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					dresses, blouses, belts, scarves, and bathing suits.
Oman	C. WONDER Arabic Logo Side 	Pending	F: TBD	AN: TBD	(Int'l Class 35): Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics.
Philippines	C. Stylized 	TBD	F: TBD	AN: TBD	(Int'l Class 4): Candles (Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor (Int'l Class 14): Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal (Int'l Class 16): Class Candles Class 08 Kitchen tongs Class Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor Class Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal Class Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book



Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags Class Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood Class Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays Class Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits Class Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics (Int'l Class 18): Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags (Int'l Class 20): Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood (Int'l Class 21): Household utensils, namely, graters, spatulas, sieves, strainers, turners,



Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays <i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits Class Retail store services featuring clothing, furniture, <i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Philippines	C. WONDER	TBD	F: TBD	AN: TBD	<i>(Int'l Class 4):</i> Candles <i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor <i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal <i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens <i>(Int'l Class 18):</i> Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags;


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					hand bags; tote bags <i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood. <i>(Int'l Class 21):</i> Household utensils; cookware; bakeware; glassware; candle holders; serving trays <i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits <i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Philippines	C. WONDER Stylized 	TBD	F: TBD	AN: TBD	<i>(Int'l Class 4):</i> Candles <i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor <i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal <i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens <i>(Int'l Class 18):</i> Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags; hand bags; tote bags. (Int'l Class 20): Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood (Int'l Class 21): Class : Candles Class: Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor Class Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal Class 16 Stationery, namely, journals and note cards; paperweights; pens Class 18 Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags; hand bags; tote bags. Class Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood Class Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suit Class Retail store services featuring clothing, furniture,


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics <i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suit <i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Qatar	C. WONDER	Pending	F: 23 Apr 2014	AN: 88768	<i>(Int'l Class 18):</i> Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; briefcase-type portfolios; cosmetic cases; umbrellas; luggage tags; handbags; tote bags
Qatar	C. WONDER	Pending	F: 23 Apr 2014	AN: 88769	<i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood
Qatar	C. WONDER	Pending	F: 23 Apr 2014	AN: 88770	<i>(Int'l Class 21):</i> Household utensils; cookware; bakeware; glassware; candle holders; serving trays
Qatar	C. WONDER	Pending	F: 23 Apr 2014	AN: 88771	<i>(Int'l Class 25):</i> Clothing, namely shirts, pants, sweaters, jackets, coats, hats, shoes,







Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					socks, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits
Qatar	C. WONDER	Pending	F: 23 Apr 2014	AN: 88772	(Int'l Class 35): Retail store services featuring clothing, jewelry, furniture, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, furniture, housewares, stationery, leather goods and bags, eyewear, and electronics
Qatar	C. WONDER Arabic Logo Internal 	Pending	F: 23 Apr 2014	AN: 88773	(Int'l Class 25): Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits.
Qatar	C. WONDER Arabic Logo Side 	Pending	F: 23 Apr 2014	AN: 88774	(Int'l Class 35): Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics.
Saudi Arabia	C. WONDER	Pending	F: 03 Jul 2012	AN: 183992	(Int'l Class 35): Retail store services featuring clothing, jewelry, furniture, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, furniture, housewares, stationery, leather goods and bags, eyewear, and electronics
Saudi Arabia	C. WONDER Arabic	Registered	F: 28 Nov 2013	AN:	(Int'l Class 35): Advertising; business




Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
	Logo Side 		R: 14 Mar 2014	1435001548 RN: 1435001548	management; business administration; office functions
Singapore	C. Stylized 	Registered	F: 03 Oct 2011 R: 25 Apr 2012	AN: 1096520 (T1116625B) RN: 1096520 (T1116625B)	<i>(Int'l Class 4):</i> Candles <i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor <i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal <i>(Int'l Class 18):</i> Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags <i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood <i>(Int'l Class 21):</i> Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays <i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits



Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					<i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Singapore	C. Stylized 	Registered	F: 03 Oct 2011 R: 15 Feb 2012	AN: T1115571D (IR 1094638) RN: T1115571D (IR 1094638)	<i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens
Singapore	C. WONDER	Registered	F: 18 Mar 2011 R: 12 Oct 2011	AN: 1082027 (T1109486C) RN: 1082027 (T1109486C)	<i>(Int'l Class 4):</i> Candles <i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor <i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal <i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens <i>(Int'l Class 18):</i> Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags; hand bags; tote bags <i>(Int'l Class 20):</i> Furniture for house, office






Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					and garden; residential and commercial furniture; picture frames; decorative boxes made of wood. <i>(Int'l Class 21):</i> Household utensils; cookware; bakeware; glassware; candle holders; serving trays <i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits <i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Singapore	C. WONDER Stylized 	Registered	F: 03 Oct 2011 R: 18 Apr 2012	AN: 1094439 (T1115546C) RN: 1094439 (T1115546C)	<i>(Int'l Class 4):</i> Candles <i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor <i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal <i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens <i>(Int'l Class 20):</i> Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood <i>(Int'l Class 25):</i> Clothing, namely, shirts,




Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suit <i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Singapore	C. WONDER Stylized 	Registered	F: 03 Oct 2011 R: 04 Apr 2012	AN: 1096519 (T1116624D) RN: 1096519 (T1116624D)	<i>(Int'l Class 18):</i> Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags <i>(Int'l Class 21):</i> Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays
South Africa	C. WONDER	Pending	F: 29 Jun 2012	AN: 2012/18013	<i>(Int'l Class 35):</i> Retail store services featuring clothing, jewelry, furniture, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, furniture, housewares, stationery, leather goods and bags, eyewear, and electronics
Thailand	C. Stylized	Published	F: 04 Oct 2011	AN: 822904	<i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefore; electronics,



Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					namely, mp3 players and cases therefore, cell phones and cases therefore, cameras and cases therefore, and audio headphones and cases therefore
Thailand	C. Stylized 	Published	F: 04 Oct 2011	AN: 822909	<i>(Int'l Class 21):</i> Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks (non-electric); cookware, namely, pots and pans; bakeware; beverage glassware; candle holders of non-precious metal; serving trays
Thailand	C. Stylized 	Registered	F: 04 Oct 2011 R: 04 Oct 2011	AN: 822903 RN: TM361537	<i>(Int'l Class 4):</i> Candles
Thailand	C. Stylized 	Registered	F: 04 Oct 2011 R: 18 Apr 2013	AN: 822905 RN: TM363982	<i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal
Thailand	C. Stylized 	Registered	F: 04 Oct 2011 R: 29 Mar 2013	AN: 822906 RN: TM363468	<i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens
Thailand	C. Stylized 	Registered	F: 04 Oct 2011 R: 10 Jun 2013	AN: 822907 RN: TM366284	<i>(Int'l Class 18):</i> Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; leather luggage tags; hand bags, tote bags
Thailand	C. Stylized	Registered	F: 04 Oct 2011	AN: 822908	<i>(Int'l Class 20):</i> Furniture for house, office


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
			R: 04 Oct 2011	RN: TM380516	and garden, residential and commercial, namely sofas, desks, chairs, tables, stools, dressers, wardrobes, cabinets, and beds
Thailand	C. Stylized 	Registered	F: 04 Oct 2011 R: 04 Oct 2011	AN: 822910 RN: TM361538	<i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits
Thailand	C. Stylized 	Registered	F: 04 Oct 2011 R: 04 Oct 2011	AN: 822911 RN: SM62337	<i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Thailand	C. WONDER	Pending	F: 19 Aug 2011	AN: 816943	<i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor
Thailand	C. WONDER	Pending	F: 19 Aug 2011	AN: 816945	<i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens
Thailand	C. WONDER	Pending	F: 19 Aug 2011	AN: 816949	<i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits
Thailand	C. WONDER	Pending	F: 19 Aug 2011	AN: 816950	<i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and


Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Thailand	C. WONDER	Published	F: 19 Aug 2011	AN: 816948	(Int'l Class 21): Household utensils; cookware; bakeware; glassware; candle holders; serving trays
Thailand	C. WONDER	Registered	F: 19 Aug 2011 R: 21 Feb 2013	AN: 816942 RN: TM361937	(Int'l Class 4): Candles
Thailand	C. WONDER	Registered	F: 19 Aug 2011 R: 25 Mar 2013	AN: 816944 RN: TM363156	(Int'l Class 14): Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal
Thailand	C. WONDER	Registered	F: 19 Aug 2011 R: 19 Aug 2011	AN: 816947 RN: TM373893	(Int'l Class 20): Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood.
Thailand	C. WONDER Stylized 	Pending	F: 04 Oct 2011	AN: 822895	(Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor
Thailand	C. WONDER Stylized 	Pending	F: 04 Oct 2011	AN: 822898	(Int'l Class 18): Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags







Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
Thailand	C. WONDER Stylized 	Pending	F: 04 Oct 2011	AN: 822902	<i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Thailand	C. WONDER Stylized 	Published	F: 04 Oct 2011	AN: 822901	<i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits
Thailand	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 04 Oct 2011	AN: 822894 RN: TM361536	<i>(Int'l Class 4):</i> Candles
Thailand	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 25 Mar 2013	AN: 822896 RN: TM363158	<i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal
Thailand	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 24 Mar 2013	AN: 822897 RN: TM363467	<i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens
Thailand	C. WONDER Stylized	Registered	F: 04 Oct 2011 R: 04 Oct 2011	AN: 822899 RN: TM380850	<i>(Int'l Class 20):</i> Furniture for house, office and garden, residential and commercial, namely sofas, desks, chairs, tables, stools, dressers, wardrobes, cabinets, and beds





Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					
Thailand	C. WONDER Stylized 	Registered	F: 04 Oct 2011 R: 04 Oct 2011	AN: 822900 RN: TM367163	(Int'l Class 21): Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks (non-electric); cookware, namely, pots and pans; bakeware; beverage glassware; candle holders non of precious metal; serving trays
Turkey	C. Stylized 	Pending	F: 03 Oct 2011	AN: 1096520	(Int'l Class 4): Candles (Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor (Int'l Class 14): Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal (Int'l Class 18): Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags (Int'l Class 20): Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood (Int'l Class 21): Household utensils, namely, graters, spatulas, sieves, strainers, turners,

Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays <i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits <i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Turkey	C. Stylized 	Pending	F: 03 Oct 2011	AN: 1094638	<i>(Int'l Class 16):</i> Stationery, namely, journals and note cards; paperweights; pens
Turkey	C. WONDER	Registered	F: 28 Jun 2012 R: 28 Jun 2012	AN: 1082027 RN: 1082027	<i>(Int'l Class 35):</i> Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Turkey	C. WONDER Stylized 	Pending	F: 03 Oct 2011	AN: 1096519	<i>(Int'l Class 18):</i> Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags






Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					(Int'l Class 21): Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays
Turkey	C. WONDER Stylized 	Pending	F: 03 Oct 2011	AN: 1094439	(Int'l Class 4): Candles (Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor (Int'l Class 14): Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal (Int'l Class 16): Stationery, namely, journals and note cards; paperweights; pens (Int'l Class 20): Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood (Int'l Class 25): Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suit (Int'l Class 35): Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
United Arab	C. WONDER	Published	F: 18 Jul 2012	AN: 176783	(Int'l Class 35): Retail store services






Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
Emirates					featuring clothing, jewelry, furniture, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, furniture, housewares, stationery, leather goods and bags, eyewear, and electronics
United Arab Emirates	C. WONDER	Pending	F: 30 Sep 2013	AN: 198841	(Int'l Class 21): Household utensils; cookware; bakeware; glassware; candle holders; serving trays
United Arab Emirates	C. WONDER	Pending	F: 30 Sep 2013	AN: 198838	(Int'l Class 18): Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; briefcase-type portfolios; cosmetic cases; umbrellas; luggage tags; handbags; tote bags
United Arab Emirates	C. WONDER	Pending	F: 30 Sep 2013	AN: 198839	(Int'l Class 20): Furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood
United Arab Emirates	C. WONDER	Pending	F: 30 Sep 2013	AN: 198842	(Int'l Class 25): Clothing, namely shirts, pants, sweaters, jackets, coats, hats, shoes, socks, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits
United Arab Emirates	C. WONDER Arabic Logo Internal 	Pending	F: 27 Nov 2014	AN: 201728	(Int'l Class 25): Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits




Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
United Arab Emirates	C. WONDER Arabic Logo Side 	Pending	F: 27 Nov 2013	AN: 101729	(Int'l Class 35): Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
United States	C. Stylized 	Allowed	F: 04 Apr 2011	AN: 85/285,618	(Int'l Class 16): Stationery, namely, journals and note cards; paperweights; pens
United States	C. Stylized 	Allowed	F: 04 Apr 2011	AN: 85/285,609	(Int'l Class 20): Decorative boxes made of wood
United States	C. Stylized 	Allowed	F: 04 Apr 2011	AN: 85/285,608	(Int'l Class 21): Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays
United States	C. Stylized 	Allowed	F: 04 Apr 2011	AN: 85/285,604	(Int'l Class 25): Clothing namely, shirts, pants, sweaters, and shoes
United States	C. Stylized 	Registered	F: 04 Apr 2011 R: 10 Apr 2012	AN: 85/285,617 RN: 4,126,794	(Int'l Class 4): Candles
United States	C. Stylized	Registered	F: 04 Apr 2011 R: 27 Mar 2012	AN: 85/976,279 RN:	(Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefore; electronics,

Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
				4,119,735	namely, cell phone cases, and audio headphones
United States	C. Stylized 	Registered	F: 04 Apr 2011 R: 10 Apr 2012	AN: 85/285,613 RN: 4,126,793	<i>(Int'l Class 14):</i> Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal
United States	C. Stylized 	Registered	F: 04 Apr 2011 R: 12 Mar 2013	AN: 85/285,610 RN: 4,301,959	<i>(Int'l Class 18):</i> casual sport bags; all-purpose athletic bags; sports bags; luggage; duffle bags; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags
United States	C. Stylized 	Registered	F: 04 Apr 2011 R: 27 Mar 2012	AN: 85/976,241 RN: 4,119,727	<i>(Int'l Class 35):</i> Retail store services featuring clothing, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
United States	C. WONDER	Registered	F: 11 Aug 2010 R: 05 Nov 2013	AN: 85/105,534 RN: 4,429,109	<i>(Int'l Class 6):</i> Key fobs of common metal.
United States	C. WONDER	Registered	F: 11 Aug 2010 R: 13 Nov 2012	AN: 85/977,571 RN: 4,243,712	<i>(Int'l Class 18):</i> Umbrellas; briefcase-type portfolios; luggage tags; <i>(Int'l Class 20):</i> Key fobs not of metal.
United States	C. WONDER	Registered	F: 11 Aug 2010 R: 06 Mar 2012	AN: 85/976,069 RN:	<i>(Int'l Class 35):</i> Retail store services featuring clothing, jewelry, housewares, stationery, leather goods and bags,

Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
				4,110,324	eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
United States	C. WONDER	Registered	F: 11 Aug 2010 R: 13 Mar 2012	AN: 85/976,066 RN: 4,113,162	<i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, shoes, boots, skirts, dresses, blouses, belts, and scarves
United States	C. WONDER	Registered	F: 11 Aug 2010 R: 04 Nov 2014	AN: 85/105,538 RN: 4,632,612	<i>(Int'l Class 21):</i> Beverage glassware; serving trays
United States	C. WONDER	Registered	F: 11 Aug 2010 R: 06 Mar 2012	AN: 85/976,162 RN: 4,110,336	<i>(Int'l Class 18):</i> Leather goods, namely, briefcases; casual sport bags; all-purpose athletic bags; sports bags; luggage; duffle bags; book bags; messenger bags; purses; wallets; key cases; leather key chains; cosmetic cases sold empty; umbrellas; hand bags; tote bags
United States	C. WONDER	Registered	F: 11 Aug 2010 R: 06 Mar 2012	AN: 85/105,531 RN: 4,109,675	<i>(Int'l Class 14):</i> Jewelry, namely earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal
United States	C. WONDER	Registered	F: 11 Aug 2010 R: 13 Mar 2012	AN: 85/976,181 RN: 4,113,167	<i>(Int'l Class 9):</i> Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, cell phone cases, and audio headphones
United States	C. WONDER	Registered	F: 11 Aug 2010 R: 06 Mar 2012	AN: 85/105,529 RN: 4,109,674	<i>(Int'l Class 4):</i> Candles

Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
United States	C. WONDER	Allowed	F: 10 Nov 2011	AN: 85/469,260	<i>(Int'l Class 43):</i> Hotel services; restaurant and cafe services
United States	C. WONDER & Elongated Design 	Registered	F: 02 Sep 2013 R: 04 Nov 2014	AN: 86/053,616 RN: 4,633,782	<i>(Int'l Class 35):</i> Retail store services featuring clothing, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
United States	C. WONDER Stylized 	Allowed	F: 04 Apr 2011	AN: 85/285,598	<i>(Int'l Class 21):</i> Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays
United States	C. WONDER Stylized 	Allowed	F: 04 Apr 2011	AN: 85/285,590	<i>(Int'l Class 16):</i> Stationery, namely, journals and note cards;
United States	C. WONDER Stylized 	Allowed	F: 04 Apr 2011	AN: 85/285,588	<i>(Int'l Class 20):</i> Picture frames; decorative boxes made of wood
United States	C. WONDER Stylized 	Allowed	F: 04 Apr 2011	AN: 85/285,585	<i>(Int'l Class 35):</i> Retail store services featuring furniture
United States	C. WONDER Stylized	Allowed	F: 04 Apr 2011	AN: 85/285,586	<i>(Int'l Class 25):</i> Hats, flip-flops, sandals, sneakers

Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					
United States	C. WONDER Stylized 	Allowed	F: 04 Apr 2011	AN: 85/285,593	(Int'l Class 9): mp3 players and cases therefore; cell phones cases
United States	C. WONDER Stylized 	Registered	F: 04 Apr 2011 R: 12 Mar 2013	AN: 85/285,600 RN: 4,301,958	(Int'l Class 18): Casual sport bags; all-purpose athletic bags; sports bags; luggage; duffle bags; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags
United States	C. WONDER Stylized 	Registered	F: 04 Apr 2011 R: 10 Apr 2012	AN: 85/285,595 RN: 4,126,792	(Int'l Class 4): Candles
United States	C. WONDER Stylized 	Registered	F: 04 Apr 2011 R: 08 May 2012	AN: 85/976,308 RN: 4,140,397	(Int'l Class 9): Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, and audio headphones
United States	C. WONDER Stylized	Registered	F: 04 Apr 2011 R: 17 Apr 2012	AN: 85/285,592 RN: 4,129,752	(Int'l Class 14): Jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal

Country	Mark	Status	Fil./Reg. Date	App./Reg. No.	Goods and Services
					
United States	C. WONDER Stylized 	Registered	F: 04 Apr 2011 R: 08 May 2012	AN: 85/976,208 RN: 4,140,395	<i>(Int'l Class 25):</i> Clothing, namely, shirts, pants, sweaters, jackets, coats, shoes, boots, skirts, dresses, blouses, belts, and scarves
United States	C. WONDER Stylized 	Registered	F: 04 Apr 2011 R: 08 May 2012	AN: 85/976,207 RN: 4,140,394	<i>(Int'l Class 35):</i> Retail store services featuring clothing, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics
Venezuela	C. WONDER	Pending	F: TBD	AN: TBD	<i>(Int'l Class 35):</i> Retail store services featuring clothing, jewelry, furniture, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, furniture, housewares, stationery, leather goods and bags, eyewear, and electronics

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EXHIBIT D

BILL OF SALE

BILL OF SALE, dated as of this ___ day of February, 2015, by and among Burch Acquisition, LLC, a Delaware Limited Liability Corporation and any entity or entities formed on its behalf to consummate the transaction described herein (“**Purchaser**”) and C. Wonder LLC, a Delaware Limited Liability Corporation, and each of its direct and indirect Subsidiaries listed on the signature pages hereto (collectively with Parent, “**Sellers**” and each individually a “**Seller**”).

WHEREAS the Sellers and Purchaser have entered into an Asset Purchase Agreement, dated as of January __, 2015 (the “**Agreement**”) under which the Sellers has agreed to sell to the Purchaser, and the Purchaser has agreed to buy from the Sellers, all of Assets (as such term is defined in the Agreement). Unless otherwise defined, capitalized terms used in this Bill of Sale have the meanings given to them in the Agreement.

NOW, THEREFORE, in accordance with the provisions of the Agreement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Sellers hereby sell, assign, convey, transfer and deliver to Purchaser, and Purchaser shall purchase from Sellers, all of Sellers' right, title and interest in the Assets, free and clear of all Encumbrances other than the Permitted Encumbrances, including all of Sellers' right, title and interest in the following:

i. all tangible personal property owned or used by any Seller at the 1115 Broadway, New York, New York location, including, without limitation, all equipment, computers, furniture, furnishings, fixtures and office supplies;

ii. the Leases, together with all fixtures, structures, improvements and other appurtenances thereto and thereon;

iii. the Assumed Contracts;

iv. all interests of Sellers in and to all Intellectual Property that relates in any way to the Business (and all Avoidance Actions related thereto);

v. all books and records, files, data, reports, computer codes and sourcing data, advertiser and supplier lists, cost and pricing information, business plans, and manuals, blueprints, research and development files, and other records of any Seller and that relate in any way to the Business;

vi. all marketing, advertising and promotional materials and product samples;

vii. Avoidance Actions against Sellers' employees;

viii. any Claims that may exist by the Company against BCC pursuant to the SSA; and

ix. all goodwill associated with the Business and/or the Assets

2. Notwithstanding anything to the contrary in this Bill of Sale, the Excluded Assets specified in Section 2.2 of the Agreement are not being sold, assigned, conveyed or transferred to the Purchaser by this Bill of Sale.

3. The Sellers will, at any time and from time to time upon the reasonable request of the Purchaser, execute and deliver or cause to be executed and delivered such other instruments of transfer and take such other actions as may be reasonably requested by the Purchaser in order to sell, assign, transfer, convey and deliver to the Purchaser any or all of the Assets.

4. Nothing contained in this Bill of Sale shall be deemed to supersede, amend or modify any of the terms, conditions or provisions of the Agreement or any rights or obligations of the parties (or their permitted assigns) under the Agreement and, to the extent of any conflict between the Agreement and this Bill of Sale, the terms and provisions of the Agreement shall prevail.

5. This Bill of Sale shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State. This Bill of Sale shall inure to the benefit of the Purchaser, its successors and permitted assigns and shall be binding upon the Sellers and its successors and permitted assigns.

[SIGNATURE PAGE FOLLOWS.]

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

SELLERS:

C. WONDER LLC

By: _____
Name:
Title:

[]

By: _____
Name:
Title:

[]

By: _____
Name:
Title:

[]

By: _____
Name:
Title:

PURCHASER:

BURCH ACQUISITION LLC

By: _____
Name:
Title:

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)
COLE, SCHOTZ, MEISEL,
FORMAN & LEONARD, P.A.
A Professional Corporation
Court Plaza North
25 Main Street
P.O. Box 800
Hackensack, NJ 07602-0800
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
(201) 489-3000
(201) 489-1536 Facsimile
Proposed Attorneys for C. Wonder LLC, *et al.*, Debtors-
in-Possession

In re:

C. WONDER LLC, *et al.*,¹

Debtors-in-Possession.

Case No. 15- 11127 (MBK)

Joint Administration Pending

Judge:

Chapter 11

Hearing Date and Time:

ORDER: (1) APPROVING THE FORM OF “STALKING HORSE” ASSET PURCHASE AGREEMENT FOR THE SALE OF CERTAIN OF THE DEBTORS’ REMAINING ASSETS; (2) APPROVING BIDDING PROCEDURES AND FORM, MANNER AND SUFFICIENCY OF NOTICE; (3) SCHEDULING (A) AN AUCTION SALE AND (B) A HEARING TO CONSIDER APPROVING THE HIGHEST OR BEST OFFER; (4) APPROVING THE FORM OF NOTICE OF THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND OF ASSOCIATED CURE AMOUNTS, AND (5) GRANTING OTHER RELATED RELIEF

The relief set forth on the following pages, numbered two (2) through twelve (12), is hereby **ORDERED**.

¹ The Debtors in these Chapter 11 cases are C. Wonder LLC; C. Wonder Gift Cards Inc.; C. Wonder Transport LLC; CW Holland LLC and CW International Holdings LLC.

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Debtors: C. WONDER LLC, *et al.*
Case No. 15- 11127 (MBK)
Caption of Order: ORDER: (1) APPROVING THE FORM OF “STALKING HORSE”
ASSET PURCHASE AGREEMENT FOR THE SALE OF CERTAIN OF
THE DEBTORS’ REMAINING ASSETS; (2) APPROVING BIDDING
PROCEDURES AND FORM, MANNER AND SUFFICIENCY OF
NOTICE; (3) SCHEDULING (A) AN AUCTION SALE AND (B) A
HEARING TO CONSIDER APPROVING THE HIGHEST OR BEST
OFFER; (4) APPROVING THE FORM OF NOTICE OF THE
ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES AND OF ASSOCIATED
CURE AMOUNTS, AND (5) GRANTING OTHER RELATED RELIEF

THIS MATTER having been opened to the Court by Cole, Schotz, Meisel, Forman & Leonard, P.A., proposed attorneys to C. Wonder LLC, *et al.* (collectively, the “**Debtors**”), the within debtors and debtors-in-possession, upon motion pursuant to 11 U.S.C. §§ 363 and 365 and Fed. R. Bankr. P. 6004 for an Order: (1) Approving the Form of “Stalking Horse” Asset Purchase Agreement for the Sale of Certain the Debtors’ Remaining Assets; (2) Approving Bidding Procedures and Form, Manner and Sufficiency of Notice; (3) Scheduling (A) an Auction Sale and (b) a Hearing to Consider Approving the Highest and Best Offer; (4) Approving the Form of Notice of the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases of and Associated Cure Amounts; and (5) Granting Other Related Relief (the “**Motion**”)² and it appearing that good and sufficient notice of the Motion having been provided, as evidenced by the Affidavit of Service filed with the Court; and the Court having considered all the motion papers, and the arguments of counsel; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors; and other good cause having been shown,

² All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

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Debtors: C. WONDER LLC, *et al.*

Case No. 15- 11127 (MBK)

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IT IS ORDERED as follows:

1. The form of asset purchase agreement (the “**APA**”) attached as Exhibit A to the Motion be and hereby is approved to serve as the basis for the Debtors’ solicitation of higher or otherwise better bids for the Assets as modified herein. The final form of asset purchase agreement (the “**Final APA**”) and the Debtors’ request to consummate the sale transaction pursuant thereto shall be subject to further approval at the Sale Hearing (defined below).

2. The proposed sale of the Assets to Burch Acquisition LLC (the “**Proposed Purchaser**”) pursuant to the APA shall be subject to higher or otherwise better offers. In connection with the Debtors’ solicitation of higher or otherwise better offers, the Debtors hereby are authorized, subject to further approval at the Sale Hearing, to enter into an asset purchase agreement with potential interested purchasers substantially in the same form as the APA.

3. The procedures governing the solicitation of bids for the sale of the Assets and the procedures for an auction sale of the Assets (the “**Auction**”) if necessary attached hereto as **Exhibit 1** (the “**Bidding Procedures**”) are hereby authorized, approved and made part of this Order as if fully set forth herein.

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Debtors: C. WONDER LLC, *et al.*

Case No. 15- 11127 (MBK)

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4. In conjunction with the provisions of this Order, the procedures governing the assumption and assignment of executory contracts and unexpired leases attached hereto as **Exhibit 2** (the “**Assumption and Assignment Procedures**”), are hereby authorized, approved and made part of this Order as if fully set forth herein.

5. Subject to decretal paragraph 4 above, the form of Notice of the Debtors’ Intent to Assume and Assign Certain Executory Contracts and Unexpired Leases and of the Associated Cure Amounts (the “**Notice of Possible Assumption and Assignment**”), which identifies, among other things, the amounts necessary to cure defaults under executory contracts and unexpired leases (“**Cure Amounts**”), attached hereto as **Exhibit 3**, is approved.

6. Within two (2) business days after entry of this Order, the Debtors shall serve by first class or overnight mail or electronic mail the Notice of Possible Assumption and Assignment on all non-debtor parties to the Assumed Contracts and Leases. The Notice of Possible Assumption and Assignment shall identify the Assumed Contracts and Leases and provide the Cure Amounts that the Debtors believe must be paid to cure all defaults under the Assumed Contracts and Leases as of the projected date of Closing.

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Debtors: C. WONDER LLC, *et al.*

Case No. 15- 11127 (MBK)

Caption of Order: ORDER: (1) APPROVING THE FORM OF "STALKING HORSE" ASSET PURCHASE AGREEMENT FOR THE SALE OF CERTAIN OF THE DEBTORS' REMAINING ASSETS; (2) APPROVING BIDDING PROCEDURES AND FORM, MANNER AND SUFFICIENCY OF NOTICE; (3) SCHEDULING (A) AN AUCTION SALE AND (B) A HEARING TO CONSIDER APPROVING THE HIGHEST OR BEST OFFER; (4) APPROVING THE FORM OF NOTICE OF THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND OF ASSOCIATED CURE AMOUNTS, AND (5) GRANTING OTHER RELATED RELIEF

7. As set forth in the Assumption and Assignment Procedures, any objection to (a) the scheduled Cure Amount, (b) the assumption and assignment to the Proposed Purchaser of such executory contract and unexpired leases listed among the Assumed Contracts and Leases and/or (c) the ability of the Proposed Purchaser to provide adequate assurance of future performance, shall be filed and served (in accordance with paragraph 13 below) by no later than _____, 2015, at ____:____.m.

8. Unless a non-debtor party to an Assumed Contract and Lease timely files an objection in accordance with the preceding paragraph, but subject to paragraph 9 below, such non-debtor party shall be (i) deemed to have stipulated that the Cure Amount(s) as determined by the Debtors is correct, (ii) forever barred, estopped and enjoined from asserting or claiming against the Debtors or the Proposed Purchaser that any additional amounts are due or other defaults exist, that conditions to assignment must be satisfied under such Assumed Contract and Lease(s) or that there is any objection or defense to the assumption and assignment of such Assumed Contract(s) and Lease(s), (iii) forever barred from objecting to the assignment of the Assumed Contract and Lease(s) to the Proposed Purchaser, including from any argument that there exist conditions to assumption and assignment that must be satisfied under such Assumed

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Debtors: C. WONDER LLC, *et al.*

Case No. 15- 11127 (MBK)

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Contract and Lease before it can be assumed and assigned to the Proposed Purchaser or that any required consent to assignment has not been given, (iv) forever barred from objecting to the adequacy of the Proposed Purchaser’s assurance of future performance and/or (v) that there exists any other basis on which to object to such assumption and assignment.

9. If the bid of the Proposed Purchaser is not the Successful Bidder, the non-debtor parties to the Assumed Contracts and Leases shall have until the Sale Objection Deadline (as defined in paragraph 13 below) to object to the assumption and assignment of such Assumed Contract and Lease solely on the issue of whether the Successful Bidder (if other than the Proposed Purchaser) can provide adequate assurance of future performance as required by section 365 of the Bankruptcy Code.

10. Where a non-debtor counterparty to an executory contract or unexpired lease among the Assumed Contracts and Leases files an objection asserting a cure amount higher than the proposed Cure Amount (a “**Disputed Cure Amount**”), then (a) the Debtors shall attempt to resolve such Disputed Cure Amount prior to the Sale Hearing or (b) to the extent the parties are unable to consensually resolve the dispute prior to the Sale Hearing, then the amount to be paid under section 365 of the Bankruptcy Code with respect to such Disputed Cure Amount will be

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Debtors: C. WONDER LLC, *et al.*

Case No. 15- 11127 (MBK)

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determined at the Sale Hearing. All other objections to the proposed assumption and assignment of an executory contract or unexpired lease among the Assumed Contracts and Leases will be heard at the Sale Hearing.

11. A hearing to confirm the results of the Auction, if such Auction is conducted, and/or to authorize and direct the Debtors to sell the Assets and otherwise consummate the transactions contemplated by the APA or such other competing asset purchase agreement memorializing a higher or better offer, including the assumption and assignment of the executory contracts or unexpired leases among the Assumed Contracts and Leases, will be held before the assigned United States Bankruptcy Judge, at the United States Bankruptcy Court, Clarkson S. Fisher, US Courthouse, 402 East State Street, Trenton, New Jersey 08608 on ____, 2015, at ____: ____ .m. (the “**Sale Hearing**”).

12. The Sale Hearing may be continued, from time to time, without further notice to creditors or other parties in interest other than by announcement of said continuance before the Court on the date scheduled for such hearing or in the hearing agenda for such hearing.

13. Within two (2) business days after entry of this Order (the “**Mailing Date**”), the Debtors shall serve a notice regarding the sale of the Assets substantially in the form attached

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Debtors: C. WONDER LLC, *et al.*

Case No. 15- 11127 (MBK)

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hereto as **Exhibit 4** (the “**Sale Notice**”), together with copies of this Order and each of the Exhibits hereto via electronic mail or telecopy or, if not available, overnight mail upon the following parties: (a) all potential purchasers as identified by the Debtors regarding the Assets; (b) the Office of the United States Trustee; (c) counsel for the Proposed Purchaser, DLA Piper, 203 North LaSalle Street, Suite 1900, Chicago, Illinois 60601-1293 (Attn: Rick Chesley, Esq.) (d) all parties-in-interest who have requested notice pursuant to Bankruptcy Rule 2002; and (e) all parties who are known to possess or assert a lien, claim, encumbrance or interest in or upon any of the Assets. In addition, by the Mailing Date, the Debtors shall serve, by first-class mail, postage prepaid, the Sale Notice only upon all known creditors, to the extent not otherwise served in accordance with the preceding sentence.

14. Except as set forth to the contrary above, Objections, if any, whether to final approval of the Sale and assumption contemplated by the APA shall (i) be in writing, (ii) state with particularity the basis of the objection; and (iii) be filed with the Clerk of the United States Bankruptcy Court electronically by attorneys who regularly practice before the Bankruptcy Court in accordance with D.N.J. LBR 5005-1 and the Appendix thereto, *Administrative Procedures For Filing, Signing And Verifying Documents By Electronic Means* (the

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Debtors: C. WONDER LLC, *et al.*

Case No. 15- 11127 (MBK)

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“**Administrative Procedures**”) (a copy of the aforementioned rule and the Administrative Procedures can be found at www.njb.uscourts.gov, the official website for the Bankruptcy Court) and, by all other parties-in-interest, and shall be served in accordance with the service requirements of the Administrative Procedures by no later than ____:____.m. on ____, 2015 (the “**Sale Objection Deadline**”).

15. The Debtors are authorized to take all of the actions reasonably necessary as contemplated by or consistent with this Order, the Bidding Procedures and the Assumption and Assignment Procedures.

16. This Court shall retain jurisdiction to: (a) to interpret, implement and enforce the terms and provisions of this Order; (b) to enter Orders in aid or furtherance of this Order; and (c) adjudicate any and all remaining issues concerning the Debtors’ right and authority to assume, assign and/or sell the Assets, including to approve the sale at the Sale Hearing.

Exhibit 1

BIDDING PROCEDURES

Set forth below are the bidding procedures (the “Bidding Procedures”) to be employed in connection with the sale of certain tangible and intangible assets (the “Purchased Assets”) of C. Wonder LLC (“Parent”) and certain of its direct and indirect subsidiaries (collectively, the “Debtors” or the “Sellers”) in connection with the jointly administered chapter 11 cases pending in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) under case number 15-_____ (_____).

The Debtors have agreed to the terms of an asset purchase agreement between the Debtors and the purchaser (the “Proposed Purchaser”), pursuant to which the Proposed Purchaser shall acquire the Purchased Assets on the terms and conditions specified therein (together with the schedules and related documents thereto, the “Stalking Horse Agreement”). The sale transaction pursuant to the Stalking Horse Agreement is subject to competitive bidding as set forth herein. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Stalking Horse Agreement.

I. ASSETS TO BE SOLD

The Debtors seek to complete a sale of all or substantially all of the Purchase Assets (the “Sale”). The Purchased Assets comprise, among other things:

- (a) all tangible personal property owned or used by any Seller at the 1115 Broadway, New York, New York location, including, without limitation, all equipment, computers, furniture, furnishings, fixtures and office supplies;
- (b) the (i) Agreement of Lease dated May 4, 2011 with Eleven Fifteen Associates for the premises located at 1115 Broadway, 5th Floor, New York, New York 10010, (ii) Agreement of Lease dated February 28, 2013 with Eleven Fifteen Associates for the premises located at 1115 Broadway, 3rd Floor, New York, New York 10010, the Sublease dated February 27, 2014, as amended, with Poppin Inc. for the premises located at 1115 Broadway, 3rd Floor, New York, New York 10010, and (iv) the Storage Unit Agreement dated September 18, 2013 with Eleven Fifteen Associates for Storage Locker 26 (collectively, the “Leases”), together with all fixtures, structures, improvements and other appurtenances thereto and thereon;
- (c) certain Contracts that the Purchase may request that the Sellers assign to the Proposed Purchaser;
- (d) all interests of Sellers in and to all Intellectual Property that relates in any way to the Business (and all Avoidance Actions related thereto);
- (e) all books and records, files, data, reports, computer codes and sourcing data, advertiser and supplier lists, cost and pricing information, business plans,

and manuals, blueprints, research and development files, and other records of any Seller and that relate in any way to the Business;

- (f) all marketing, advertising and promotional materials and product samples;
- (g) Avoidance Actions against Sellers' employees;
- (h) any Claims that may exist by the Company against BCC pursuant to the SSA; and
- (i) all goodwill associated with the Business and/or the Assets.

The Purchased Assets shall not include, among other things:

- (a) any Contracts and Leases of the Sellers that are not otherwise Assets as described in Section 2.1 of the Stalking Horse Agreement;
- (b) cash and cash equivalents of the Sellers;
- (c) the Purchase Price;
- (d) Inventory;
- (e) all accounts receivable and other receivables of Sellers including, without limitation, all accounts receivable in respect of goods shipped or products sold or services rendered to customers by Sellers on or prior to the Closing Date ("Accounts Receivable");
- (f) all Avoidance Actions that are not otherwise Assets as described in Section 2.1 of the Stalking Horse Agreement;
- (g) all rights, claims and causes of action of Sellers that do not relate to the Stalking Horse Agreement;
- (h) all corporate minute books, stock transfer books, the corporate seal of Sellers and all other corporate books and records relating to Sellers' organization and existence; and
- (i) any shares of stock or other equity interests in any subsidiary of Parent.

II. THE BID PROCEDURES

In order to ensure that the Debtors receive the maximum value for the Purchased Assets, the Stalking Horse Agreement is subject to higher or better offers, and, as such, the Stalking Horse Agreement will serve as the "stalking horse" bid for the Purchased Assets. A party, however, may participate in the bidding process by submitting an offer for less than all of the Purchased Assets.

A. Documentation Necessary for Qualification as a Potential Bidder

In order to be qualified to receive any confidential information from the Debtors, to submit an Initial Overbid (as defined below), and to participate in an auction with respect to the Purchased Assets (the "Auction"), a potential bidder (each, an "Interested Party") must submit each of the following to the Notice Parties (as defined below) on a timely basis:

(1) An executed confidentiality agreement which shall inure to the benefit of the Successful Bidder (as defined below), in a form and substance acceptable to the Debtors and the Proposed Purchaser; and

(2) Current audited financial statements and latest unaudited financial statements of the Interested Party or, if the Interested Party is an entity formed for the purpose of acquiring the Purchased Assets, current audited financial statements and latest unaudited financial statements of the equity holders or sponsors of the Interested Party who will guarantee the obligations of the Interested Party, or such other form of financial disclosure and/or credit-quality support or enhancement, if any, that will allow the Debtors to make a reasonable determination as to the Interested Party's financial and other capabilities to consummate the Sale.

An Interested Party that delivers the documents and information described above and that the Debtors determine in their reasonable business judgment, after consultation with their advisors, is likely (based on availability of financing, experience and other considerations) (i) to be able to consummate the sale and (ii) is pursuing the transaction in good faith, will be deemed to be a "Potential Bidder." The Debtors shall notify the Office of the United States Trustee, if an Interested Party delivers the required documents and information above, but is not deemed to be a Potential Bidder.

As promptly as practicable after an Interested Party delivers all of the materials required above, the Debtors will determine and will notify the Interested Party and the Proposed Purchaser as to whether the Interested Party is deemed to be a Potential Bidder.

B. Due Diligence

The Debtors will afford any Potential Bidder such due diligence access or additional information as the Debtors, in consultation with their advisors, deem appropriate, in their reasonable discretion, which must include differentiations between the diligence provided to strategic and financial bidders, as appropriate, and contractual obligations to limit access to certain proprietary information. The Debtors must promptly advise the Proposed Purchaser in the event any other Potential Bidder receives diligence the Proposed Purchaser has not previously received and shall promptly be provided with access to such diligence materials. The due diligence period shall extend through and include the Bid Deadline (as defined below). Additional due diligence will not be provided after the Bid Deadline.

C. Provisions Governing Qualifications of Overbids

A bid submitted will be considered a qualified bid only if the bid is submitted by a Potential Bidder and complies with all of the following (a “Qualified Bid”):

(1) includes a proposed purchase agreement, including all exhibits and schedules thereto (the “Competing Purchase Agreement”), duly authorized and executed by the Potential bidder, that:

(A) contains, with the exception of the requirement of an increased purchase price, substantially all the terms and conditions contained in the Stalking Horse Agreement, along with a redlined, marked copy showing all changes between the Competing Purchase Agreement and the Stalking Horse Agreement;

(B) provides for a purchase price expressed in U.S. dollars (the “Competing Purchase Price”) that exceeds the Purchase Price by at least \$100,000 (such amount, the “Minimum Overbid”); provided, however, in the event that a Potential bidder asserts a bid for less than all of the Purchased Assets (a “Preliminarily Qualified Bid”), the Debtors shall determine whether such bid is a Qualified Bid by combining the consideration of such bid with other Preliminarily Qualified Bids on other Purchased Assets, so that the combined bids have a greater value than the Minimum Overbid.

(C) remains open and irrevocable until the closing of the Sale;

(D) specifically disclaims any right of Potential Bidder to receive a fee analogous to a break-up fee or to compensation under Bankruptcy Code Section 503(b) for making a substantial contribution;

(E) identifies with particularity which executory contracts and unexpired leases the Potential Bidder wishes to assume and states that the Potential Bidder will pay all cure costs and such payments will be made within 10 business days of the closing date;

(F) contains a proposed closing date that is not later than 45 days after entry of the Bid Procedures Order;

(2) Includes a cashier’s check made payable to the order of the Debtors equal to 10% of the Competing Purchase Price (the “Potential Bidder’s Deposit”) which will be retained by the Debtors as a refundable deposit for application against the purchase price at the closing of the transaction, or returned to the Potential Bidder within five business days following conclusion of the Auction, in the event that the Bankruptcy Court does not approve a sale of the Purchased Assets to the Potential Bidder;

(3) contains a detailed statement describing how the Potential Bidder intends to treat current employees of the Sellers;

(4) contains sufficient information concerning the Potential Bidder's ability to provide adequate assurance of performance with respect to executory contracts and unexpired leases;

(5) be accompanied by adequate evidence based upon the Debtors' business judgment establishing that the Potential Bidder has the financial ability to pay the purchase price set forth in the Competing Purchase Agreement;

(6) contain terms and conditions that are higher and better than the terms and conditions of the Stalking Horse Agreement as determined by the Debtors using their business judgment;

(7) be accompanied by adequate evidence based upon the Debtors' business judgment establishing that the Potential Bidder is capable and qualified, financially, legally, and otherwise, of unconditionally performing all obligations under the Competing Purchase Agreement;

(8) is accompanied by an affirmative statement that there are no conditions precedent to the Potential Bidder's ability to enter into a definitive agreement and that all necessary internal, board and shareholder approvals related to the submission, execution, delivery and closing of the Competing Purchase Agreement have been obtained prior to the bid;

(9) it includes an acknowledgement and representation that the bidder: (A) has had an opportunity to conduct any and all required due diligence regarding the Purchased Assets prior to making its offer; (B) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets in making its bid; and (C) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Purchased Assets or the completeness of any information provided in connection therewith or with the Auction (defined below), except as expressly stated in the Competing Purchase Agreement;

(10) it contains such other information reasonably requested by the Debtors;
and

(11) it is received prior to the Bid Deadline.

The Proposed Purchaser, and any Potential Bidder that submits a timely, conforming Competing Purchase Agreement and Potential Bidder's Deposit (an "Initial Overbid"), as set forth above and as determined by the Debtors in their sole discretion, shall each be deemed a "Qualified Overbidder" and may bid for the Purchased Assets at the Auction. Any entity that fails to submit a timely, conforming Initial Overbid, as set forth above, shall be disqualified from bidding for the Purchased Assets at the Auction.

D. Bid Deadline

A Potential Bidder that desires to make an Initial Overbid will deliver written copies of its bid to the following parties (collectively, the “Notice Parties”): (i) counsel to the Debtors: Cole, Schotz, Meisel, Forman & Leonard, PA, 25 Main Street, Hackensack, New Jersey, 07601 (Attn: Michael D. Sirota, Esq. (msirota@coleschotz.com) and Warren A. Usatine, Esq. (wusatine@coleschotz.com))and (ii) counsel to any official committee formed in this case, so as to be received by no later than _____, 2015 at _____ (prevailing Eastern Time) (the “Bid Deadline”). Upon receipt by the Debtors of a bid from a Potential Bidder, the Debtors shall timely, but no later than two business days prior to the Auction, provide a copy of such bid to the Proposed Purchaser and its counsel.

E. Evaluation of Competing Bids

A Qualified Bid will be valued based upon several factors including, without limitation, (1) the amount of such bid, (2) the risks and timing associated with consummating such bid, (3) any proposed revisions to the Stalking Horse Agreement, (4) the ability of the Qualified Overbidder to obtain appropriate regulatory approvals, and (5) any other factors deemed relevant by the Debtors in their reasonable business judgment.

F. No Competing Bid

If no timely, conforming Initial Overbid is submitted, the Debtors shall not conduct an Auction, the Proposed Purchaser will be named the Successful Bidder (as defined below) following the Bid Deadline and the Debtors shall request at the Sale Hearing that the Bankruptcy Court approve the Debtors entry into the Stalking Horse Agreement, including the Sale of the Purchased Assets, and request that the Sale Order be immediately effective upon entry.

G. Auction Procedures

If one or more timely conforming Initial Overbids is received, the Debtors will conduct the Auction of the Purchased Assets on [_____] at __:__.m (prevailing Eastern Time), at the offices of Cole Schotz, 25 Main Street, Hackensack, New Jersey 27601, or at such other location as shall be identified in a notice filed with the Bankruptcy Court at least 24 hours before the Auction, in which the Proposed Purchaser and all other Qualified Overbidders may participate.

The Auction shall be governed by the following procedures:

- (1) the Auction will be conducted openly and the actual identity of each Qualified Overbidder will be disclosed on the record at the Auction;
- (2) all creditors will be permitted to attend; provided, however, that only Qualified Overbidders may participate in the Auction and all Qualified Overbidders wishing to attend the Auction must have at least one individual representative with authority to bind such Qualified Overbidder attending the Auction in person;
- (3) each Qualified Overbidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the sale;

(4) at least one (1) business day prior to the Auction, each Qualified Overbidder who has timely submitted a Qualified Bid must inform the Debtors whether it intends to attend the Auction; provided that in the event a Qualified Overbidder elects not to attend the Auction, such Qualified Overbidder's Qualified Bid shall nevertheless remain fully enforceable against such Qualified Overbidder until the date of the selection of the Successful Bidder at the conclusion of the Auction. At least one (1) business day prior to the Auction, the Debtors will provide copies of the Qualified Bid or combination of Qualified Bids which the Debtors believe, in their reasonable discretion, is the highest or otherwise best offer (the "Starting Bid") to the Proposed Purchaser and all other Qualified Overbidders;

(5) bidding will commence at the Starting Bid;

(6) each subsequent bid shall be in increments of no less than \$100,000 above the immediately preceding bid, and the Debtors will evaluate each such bid in their sole discretion. After the first round of bidding and between each subsequent round of bidding, the Debtors shall announce the bid that they believe to be the highest or otherwise better offer (the "Leading Bid"). A round of bidding will conclude after each participating Qualified Overbidder has had the opportunity to submit a subsequent bid with full knowledge of the Leading Bid. If a Qualified Overbidder fails to make a subsequent bid, they will not be permitted to bid in any subsequent rounds of bidding at the Auction.

(7) for the purpose of evaluating the value of the consideration provided by subsequent bids (including any subsequent bid by the Proposed Purchaser), the Debtors will give effect to any additional liabilities to be assumed by a Qualified Overbidder and any additional costs which may be imposed on the Debtors;

(8) the Proposed Purchaser shall have the right, but not the obligation, in its sole and absolute discretion, to match bids made by any Qualified Overbidder and, in such event, the Proposed Purchaser's matching bid shall be deemed the highest and best bid for the Purchased Assets;

(9) the Auction shall be conducted openly and each bidder will be informed of the terms of the previous bid determined by the Debtors in their sole discretion to have been the highest and otherwise best bid;

(10) the Auction shall continue until there is only one highest and otherwise best bid in the Debtors' sole discretion (the "Successful Bidder");

(11) the bidding at the Auction shall be transcribed; and

(12) the Debtors, in the exercise of their fiduciary obligations, shall have the ability to modify the procedures for the Auction in a manner not inconsistent with that set forth in subparagraph (1) through (11) above.

As used herein, the term “Successful Bidder’s Purchase Agreement” shall mean, as applicable, the (i) Competing Purchase Agreement of the Successful Bidder, if the Successful Bidder is any Qualified Overbidder other than the Proposed Purchaser, or (ii) Stalking Horse Agreement, as it may be modified during the Auction pursuant to the procedures set forth in the immediately preceding paragraph, if the Proposed Purchaser is the Successful Bidder.

H. Notice of Bidding Procedures

Notice of the Bidding Procedures, subject to the approval of the Bankruptcy Court, shall be published in *The Wall Street Journal*.

I. Selection of Successful Bidder

The determination of the Successful Bidder by the Debtors at the conclusion of the Auction shall be final, subject only to approval by the Bankruptcy Court.

Unless otherwise agreed to by the Debtors and the Successful Bidder, within two (2) business days after the conclusion of the Auction, the Successful Bidder shall complete and execute all agreements, contracts, instruments and other documents evidencing and containing the terms and conditions upon which the Successful Bidder’s bid was made. Within 24 hours after the conclusion of the Auction (if any), the Debtors shall file a notice identifying the Successful Bidder with the Bankruptcy Court and shall serve such notice by fax, email or overnight mail to all counterparties whose contracts are to be assumed and assigned.

The Debtors will sell the Purchased Assets, and assume and assign the designated executory contracts, to the Successful Bidder pursuant to the terms of the Successful Bidder’s Purchase Agreement upon the approval of such Successful Bidder’s bid by the Bankruptcy Court at the Sale Hearing.

J. Return of Deposits

All deposits shall be returned to each bidder not selected by the Debtors as the Successful Bidder no later than five (5) business days following the conclusion of the Auction.

III. SALE HEARING

The Debtors will seek entry of an order from the Bankruptcy Court at the Sale Hearing, to begin on or before _____, 2015 (prevailing Eastern Time), approving and authorizing the Sale to the Successful Bidder on terms and conditions determined in accordance with the Bidding Procedures.

Exhibit 2

ASSUMPTION AND ASSIGNMENT PROCEDURES

Set forth below are the procedures that shall apply to the proposed assumption and assignment (the “**Assumption and Assignment Procedures**”) of any executory contract or unexpired lease that may become a Assumed Contract and Lease to be assigned to the Proposed Purchaser or such other party the may be the Successful Bidder (collectively, with the Proposed Purchaser, a “**Potential Bidder**”). Unless otherwise noted, capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the affixed Bidding Procedures Order and/or Bidding Procedures, as applicable.

Assumption Notice

Within two (2) business days after entry of the Bidding Procedures Order, the Debtors will file and serve a notice (the “**Notice of Possible Assumption and Assignment**”) of the potential assumption and assignment of any Assumed Contract and Lease(s) to a Potential Bidder pursuant to section 365 of the Bankruptcy Code, which shall be substantially in the form of Exhibit 3 attached to the Bidding Procedures Order and shall set forth the following information, to the best the Debtors’ knowledge, as applicable: (i) all of the Debtors’ executory contracts and unexpired leases that potentially could become an Assumed Contract and Lease; (ii) the names and addresses of the counterparties to all such executory contracts and unexpired leases (the “**Non-Debtor Parties**”); (iii) the proposed amount that must be paid to cure all prepetition and postpetition defaults under all such executory contracts and unexpired leases pursuant to section 365(b)(1)(A) of the Bankruptcy Code (for each listed executory contract or unexpired lease the “**Cure Amount**”), if any; (iv) the procedures for Non-Debtor Parties to receive Adequate Assurance Information; and (v) the deadlines and procedures for filing objections to the potential assumption and assignment of any executory contract or unexpired lease listed in the Notice of Possible Assumption and Assignment.

Service of the Notice of Possible Assumption and Assignment

The Debtors will cause the Notice of Possible Assumption and Assignment to be filed on the docket of the Debtors’ bankruptcy cases and served by overnight delivery upon the following parties (the “**Assumption Notice Parties**”) (i) the Non-Debtor Parties and their counsel, if known; (ii) counsel to the Proposed Purchaser, DLA Piper LLC, 203 North LaSalle Street, Suite 1900, Chicago, Illinois 60601-1293, Attn: Rick Chesley (iii) the Office of the United States Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, NJ 07102 and (iv) any other parties in interest who are required to be given notice pursuant to Federal Rule of Bankruptcy Procedure 2002.

Cure Objections

Any Non-Debtor Party who objects to the Debtors’ proposed Cure Amount must file and serve a written objection to the Debtors’ proposed Cure Amount (a “**Cure Objection**”) so that such Cure Objection is filed with the Clerk of the Court, United States Bankruptcy Court, Clarkson S. Fisher, US Courthouse, 402 East State Street, Trenton, New Jersey 08608, and is actually received by the Debtors’ counsel, Cole, Schotz, Meisel, Forman & Leonard, P.A., 25 Main Street, Hackensack, New Jersey 07601 (Attn: Michael D. Sirota, Esq.) and the other Assumption

Notice Parties (other than the other Non-Debtor Parties) by no later than _____, 2015, at ____:____ p.m.

Adequate Assurance Objections

Any Non-Debtor Party who objects to the proposed assumption and assignment of its executory contract or unexpired lease on adequate assurance grounds must file and serve a written objection on such basis (an “**Adequate Assurance Objection**”) so that such Adequate Assurance Objection is filed with the Clerk of the Court, United States Bankruptcy Court, Clarkson S. Fisher, US Courthouse, 402 East State Street, Trenton, New Jersey 08608, and is actually received by the Debtors’ counsel, Cole, Schotz, Meisel, Forman & Leonard, P.A., 25 Main Street, Hackensack, New Jersey 07601 (Attn: Michael D. Sirota, Esq.) and the Assumption Notice Parties (other than the other Non-Debtor Parties) by no later than (i) _____, 2015, at ____:____ .m., if such Adequate Assurance Objection relates to the Proposed Purchaser or (ii) with respect to such Potential Bidder other than the Proposed Purchaser, the Sale Objection Deadline.

Event of No Objection

If any Non-Debtor Party fails to timely file a Cure Objection or Adequate Assurance Objection, then: (i) the Debtors’ proposed Cure Amount shall, for all periods through Closing, be binding upon the Non-Debtor Party with respect to the Debtors’ obligations under § 365(b), and (ii) the Sale Order will constitute a final determination that, as of Closing, the Debtors have satisfied their burden of proof under § 365(b)(1)(C), § 365(b)(3) and § 365(f)(2)(B).

Payment of Cure Amount

All undisputed Cure Amounts shall be paid in accordance with § 365(b)(1)(A) of the Bankruptcy Code. Any disputed Cure Amount must be paid by the earlier of (i) when the Debtors and the Non-Debtor Party can agree to an amount in writing to the Cure Amount, or (ii) in accordance with § 365(b)(1)(A) of the Bankruptcy Code after the date of the entry of an order by the Bankruptcy Court determining the Cure Amount.

Adequate Assurance Information.

The Debtors shall provide, with respect to the Proposed Purchaser and each Qualified Bidder, such information, as is reasonably requested by a Non-Debtor Party, to demonstrate that the Proposed Purchaser or such other Qualified Bidder is able to fulfill all obligations in connection satisfying adequate assurance of future performance under any Assumed Contract and Lease (“**Adequate Assurance Information**”).

The Debtors shall (a) within 24 hours of receipt of a Bid from a Potential Bidder (other than the Proposed Purchaser) and (b) with respect to the Proposed Purchaser, by no later than _____, 2015 (the later of (a) and (b), the “**Adequate Assurance Deadline**”), provide a copy of the Adequate Assurance Information to those Non-Debtor Parties (or their counsel) who have (x) submitted a written request (e-mail to Debtors’ counsel is acceptable) for Adequate Assurance Information and (y) confirmed in writing to the Debtors’ counsel (e-mail is acceptable) their agreement to keep such Adequate Assurance Information strictly confidential and use it solely for the purpose of evaluating whether a Potential Bidder, including the Proposed Purchaser, has provided adequate assurance of future performance under the applicable Assumed Contract or

Lease(s).

Non-Debtor Parties shall object to the Sale on adequate assurance grounds in accordance with these Assumption and Assignment Procedures.

Assignment Agreement.

The Successful Bidder will negotiate in good faith a short form assignment agreement with any landlord under an Assumed Contract and Lease that requests such an agreement.

Exhibit 3

**COLE, SCHOTZ, MEISEL,
FORMAN & LEONARD, P.A.**

A Professional Corporation
Court Plaza North
25 Main Street
P.O. Box 800
Hackensack, New Jersey 07602-0800
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
(201) 489-3000
(201) 489-1536 Facsimile
Proposed Attorneys for C. Wonder LLC, *et al.*,
Debtors-in-Possession

In re:

C. WONDER LLC, *et al.*,³

Debtors-in-Possession.

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY
CASE NO. 15-

Chapter 11
(Joint Administration Pending)

**NOTICE OF POSSIBLE ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH
THE SALE OF SUBSTANTIALLY ALL THE DEBTORS' ASSETS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

On January 22, 2015, C. Wonder LLC, *et al.*, the within debtors-in-possession (the “**Debtors**”), filed a motion (the “**Sale Motion**”) with the United States Bankruptcy Court for the District of New Jersey (the “**Court**”) seeking, among other things, entry of an order (the “**Bidding Procedures Order**”): (i) approving procedures (the “**Bidding Procedures**”) for submitting bids for the purchase of certain of the Debtors’ remaining assets (the “**Assets**”); (ii) approving procedures (the “**Assumption and Assignment Procedures**”) for the assumption and assignment of certain executory contracts (the “**Contracts**”) and unexpired leases (the “**Leases**”) in connection with the sale of the Assets and resolution of any objections thereto; and (iii) scheduling the date and time of the hearing (the “**Sale Hearing**”) to consider approval of the proposed sale of the Assets to the successful bidder for the Assets (the “**Successful Bidder**”).

³ The Debtors in these Chapter 11 cases are C. Wonder LLC; C. Wonder Gift Cards Inc.; C. Wonder Transport LLC; CW Holland LLC and CW International Holdings LLC

On January __, 2015, the Court entered the Bidding Procedures Order.

At the Sale Hearing, the Debtors may seek to assume and assign the Contracts and Leases identified on **Exhibit 1** attached hereto (the “**Assignment Schedule**”) to the Successful Bidder in connection with the sale of the Assets.

Any objection to the assumption and assignment of any Contract or Lease identified on the Assignment Schedule, including, without limitation, any objection to the amount, if any, determined by the Debtors to be necessary to be paid to cure any existing default under such Contract or Lease (the “**Cure Amount**”) or to the ability of the Successful Bidder to provide adequate assurance of future performance under such Contract or Lease (an “**Adequate Assurance Objection**”), must (i) be in writing, (ii) set forth the basis for the objection as well as any cure amount that the objector asserts to be due (in all cases with appropriate documentation in support thereof), and (iii) be filed with the Clerk of the Court, United States Bankruptcy Court, Clarkson S. Fisher Building & U.S. Courthouse, 402 East State Street, Trenton, New Jersey 08608, and served on Cole, Schotz, Meisel, Forman & Leonard, P.A., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601 (Attn: Michael D. Sirota, Esq.), counsel for the Debtors, so as to be actually received by the deadlines set forth in this paragraph. Any objection to the Cure Amount must be filed in accordance with this paragraph by no later than ____, **2015, at 4:00 p.m.** (the “**Cure Objection Deadline**”). All other objections to the proposed sale of the Assets, including an Adequate Assurance Objection, must be filed in accordance with this paragraph by no later than ____, **2015, at 4:00 p.m.** (the “**Sale Objection Deadline**”).

Any request for Adequate Assurance Information (as defined in the Sale Procedures attached as Exhibit A to the Bidding Procedures Order) regarding any Bidder (as defined in the Bidding Procedures Order) (a “**Request for Adequate Assurance Information**”) may be made by email to fyudkin@coleschotz.com and must (i) include an email address, postal address and/or facsimile number to which a response to such request will be sent, and (ii) confirm that the recipient will enter into a Confidentiality Agreement in accordance with the Sale Procedures. Upon receiving a Request for Adequate Assurance Information, the Debtors shall provide such party with Adequate Assurance Information by the method requested in the Request for Adequate Assurance and by the deadlines imposed under the Sale Procedures.

If no objection to the proposed assumption and assignment of a Contract or Lease is timely received by the applicable Objection Deadline, as set forth above (as established under the Assumption and Assignment Procedures), and subject to the Debtors’ obligation to serve a Supplemental Assignment Notice for any Assumed Contract and Lease the Debtors may seek to assume and assign to the Proposed Purchaser that were not initially included in the Assignment Schedule, then the assumption and assignment is authorized and the respective Cure Amount set forth in the Assignment Schedule shall be binding upon the counterparty to the Contract or Lease for all purposes and will constitute a final determination of the Cure Amount required to be paid by the Debtors in connection with such assumption and assignment to the Successful Bidder.

Except as otherwise provided in the Assumption and Assignment Procedures, to the extent that any entity does not timely object as set forth above, such entity shall be (i) forever barred from objecting to assumption and assignment of the Contracts and Leases identified on the Assignment Schedule, including, without limitation, asserting any additional cure payments

Exhibit 4

**COLE, SCHOTZ, MEISEL,
FORMAN & LEONARD, P.A.**

A Professional Corporation
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25 Main Street
P.O. Box 800
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Proposed Attorneys for C. Wonder LLC, *et al.*,
Debtors-in-Possession

In re:

C. WONDER LLC, *et al.*,⁴

Debtors-in-Possession.

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY
CASE NO. 15-

Chapter 11
(Joint Administration Pending)

**NOTICE OF BID DEADLINE, AUCTION AND SALE HEARING IN CONNECTION
WITH THE SALE OF CERTAIN OF THE DEBTORS' REMAINING ASSETS FREE
AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. C. Wonder LLC, *et al.*, (the "Debtors") seeks to sell certain of their assets (the "Assets") free and clear of any and all liens, claims, and encumbrances.
2. On January 22, 2015, the Debtors filed a motion (the "Sale Motion") with the United States Bankruptcy Court for the District of New Jersey (the "Court") seeking, among other things, entry of an order (the "Bidding Procedures Order"): (i) approving procedures (the "Bidding Procedures") for (a) submitting bids for the purchase of certain of the Debtors' remaining assets, and (b) conducting an auction for the Debtors' assets (the "Auction"); (ii) authorizing the Debtors to enter into a stalking horse agreement for the purpose of establishing a minimum acceptable bid for the Assets; (iii) approving procedures for the assumption and assignment of certain executory contracts and unexpired leases in connection with the sale of the Debtors' assets (the "Assumption and Assignment Procedures"); (iv)

⁴ The Debtors in these Chapter 11 cases are C. Wonder LLC; C. Wonder Gift Cards Inc.; C. Wonder Transport LLC; CW Holland LLC and CW International Holdings LLC.

scheduling (a) a deadline to submit bids for the Debtors' assets, (b) the date and time of the Auction, (c) the date and time of the hearing to consider approval of the proposed sale of the Debtors' assets (the "Sale Hearing"), and (d) a deadline to consummate the sale of the Debtors' assets; (v) approving the form and manner of notice of the deadline to submit bids for the Debtors' assets, the Auction and the Sale Hearing; and (vi) granting certain related relief.

3. On ____, 2015, the Court entered the Bidding Procedures Order.

4. All interested parties are invited to make offers to purchase the Assets in accordance with the Bidding Procedures and the Bidding Procedures Order. Copies of the Bidding Procedures and Bidding Procedures Order may be obtained by (a) written request to the Debtors' counsel, Cole, Schotz, Meisel, Forman & Leonard, P.A., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601 (Attn: Michael D. Sirota, Esq.); (b) accessing the Court's website at <https://ecf.njb.uscourts.gov/> (please note that a PACER password is needed to access documents on the Court's website); (c) viewing the docket of these cases at the Clerk of the Court, United States Bankruptcy Court, Clarkson S. Fisher Federal Building and U.S. Courthouse, 402 East State Street, Trenton, New Jersey 08608; or (d) the Debtors' court-appointed claims and noticing agent, Prime Clerk LLC. All interested parties should carefully read the Bidding Procedures.

5. The deadline to submit offers to purchase the Assets is ____, 2015 at __:__.m. (Eastern Standard Time) (the "Bid Deadline"). Pursuant to the Bidding Procedures and the Bidding Procedures Order, if two or more Qualified Bids (as defined in the Bidding Procedures) are received on or before the Bid Deadline, the Debtors shall conduct the Auction commencing on ____, 2015 at 10:00 a.m. (Eastern Standard Time), at the offices of Cole, Schotz, Meisel, Forman & Leonard, P.A., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601 or such other location as shall be identified on the Court's website, which can be found at <https://ecf.njb.uscourts.gov/> (please note that a PACER password is needed to access documents on the Court's website) and on the website maintained by the Debtors' court-appointed claims and noticing agent, Prime Clerk LLC, to determine the highest or otherwise best bid for the Assets (the "Successful Bid"). Only an entity that has submitted a Qualified Bid (a "Qualified Bidder"), the Office of the United States Trustee for the District of New Jersey (the "United States Trustee"), the statutory committee of unsecured creditors appointed in the Debtors' chapter 11 cases (the "Creditors' Committee"), and such entities' respective advisors are eligible to participate in the Auction. The Auction may be adjourned or rescheduled without further notice by an announcement of the adjourned date at the Auction. The Debtors reserve the right to cancel the Auction if two or more Qualified Bids are not received as of the Bid Deadline.

6. The sale of the Assets to the Successful Bidder shall be presented for authorization and approval by the Court at the Sale Hearing, which is scheduled to be held on ____, 2015 at __:__.m. (Eastern Standard Time) at the United States Bankruptcy Court for the District of New Jersey, Clarkson S. Fisher Federal Building and U.S. Courthouse, 402 East State Street, Trenton, New Jersey 08608. The Sale Hearing may be adjourned or rescheduled without further notice by an announcement of the adjourned date at the Sale Hearing.

7. Objections, if any, to approval of the sale of the Assets to the Successful Bidder, including any objections to the proposed assumption and assignment of certain Contracts and Leases pursuant to the Assumption and Assignment Procedures, must (i) be in writing, (ii) comply with the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”), (iii) set forth the name of the objector, (iv) state with particularity the legal and factual bases for such objection, and (v) be filed with the Clerk of the Court, United States Bankruptcy Court for the District of New Jersey, Clarkson S. Fisher US Courthouse, 402 East State Street, Trenton, New Jersey 08608, together with proof of service thereof, and served on the following parties so as to be actually received no later than 4:00 p.m. (Eastern Standard Time) on _____, 2015, at 4:00 p.m. (the “Objection Deadline”) (except for “Cure Objections”, which shall be due on _____, 2015, at 4:00 p.m.): (i) Cole, Schotz, Meisel, Forman & Leonard, P.A., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601 (Attn: Michael D. Sirota, Esq.), counsel for the Debtors; (ii) counsel for the Official Committee of Unsecured Creditors, if appointed; (iii) the Office of the United States Trustee for the District of New Jersey, (iv) the Securities and Exchange Commission, (v) the Internal Revenue Service, (vi) the United States Department of Justice, (vii) office of the Attorney General for the State of New Jersey, and (ix) any persons who have filed a request for notice in the above-captioned chapter 11 cases on or before the Objection Deadline.

8. Failure of any entity to file an objection on or before the Objection Deadline shall be deemed to constitute consent to the sale of the Assets to the Successful Bidder and other relief requested in the Sale Motion, and be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Sale Motion, the Auction, the sale of the Assets, the assumption and assignment of Contracts and Leases to the Successful Bidder, or the Debtors’ consummation and performance of the terms of the asset purchase agreement entered into with the Successful Bidder, if authorized by the Court.

9. Pursuant to the Bidding Procedures and Bidding Procedures Order, the Successful Bidder shall be required to consummate the purchase of the Assets by 11:59 p.m. (Eastern Standard Time) on May_____, 2015.

10. This notice is subject to the full terms and conditions of the Sale Motion, the Bidding Procedures and the Bidding Procedures Order, and the Debtors encourage any interested parties to review such documents in their entirety. To the extent that this notice is inconsistent with the Bidding Procedures Order, the terms of the Bidding Procedures Order shall govern.

DATED: January __, 2015

COLE, SCHOTZ, MEISEL,
FORMAN & LEONARD, P.A.
Proposed Attorneys for C. Wonder LLC, *et al.*,
Debtors-in-Possession

By: /s/_____
Michael D. Sirota
Warren A. Usatine
Felice R. Yudkin