

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re)	Chapter 11
)	
HMX ACQUISITION CORP., <i>et al.</i> , ¹)	Case No. 12-14300 (ALG)
)	
Debtors.)	Jointly Administered

**GLOBAL NOTES, STATEMENT OF LIMITATIONS, METHODOLOGY AND
DISCLAIMER REGARDING THE DEBTORS' SCHEDULES OF ASSETS AND
LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

The Schedules of Assets and Liabilities and Statements of Financial Affairs (the “Schedules and Statements”) filed concurrently herewith by the above-captioned debtors and debtors in possession (collectively, the “Debtors” or the “Company”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) were prepared by the Debtors management pursuant to 11 U.S.C. § 521 and Rule 1007 of the Federal Rules of Bankruptcy Procedure and are unaudited. The Schedules and Statements remain subject to further review and verification by the Debtors. Subsequent information may result in material changes in financial and other data contained in the Schedules and Statements. The Debtors have used their best efforts to compile the information set forth in the Schedules and Statements from their books and records maintained in the ordinary course of their business. While the Debtors have made every effort to ensure that the Schedules and Statements are as accurate and complete as possible based upon information available at the time of preparation, inadvertent errors or omissions may exist and subsequent receipt of information may result in material changes in financial and other data contained in the Schedules and Statements which may warrant amendment of the same. Moreover, because the Schedules and Statements contain unaudited information that is subject to review and potential adjustment, there can be no assurance that these Schedules or Statements are complete or accurate. The Debtors reserve the right to amend the Schedules and Statements from time to time as necessary or appropriate. These Global Notes, Statement of Limitations, Methodology and Disclaimer Regarding Debtors’ Schedules of Assets and Liabilities and Statement of Financial Affairs (these “Global Notes”) are incorporated by reference in, and comprise an integral part of, the Schedules and Statements, and should be referred to and reviewed in connection with any review of the Schedules and Statements.

1. **Description of the Cases and “as of” Information Date:** On October 19, 2012 (the “HMXAC Petition Date”), HMX Acquisition Corp. and HMX Poland Sp. z o. o. each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), and, on October 21, 2012 (the “HMX Petition Date” and, together with the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, to the extent applicable, are: HMX Acquisition Corp. (9861); HMX Poland Sp. z.o.o.; HMX, LLC (8971); Quartet Real Estate, LLC (8973); and HMX, DTC Co. (0162).

HMXAC Petition Date, respectively, the “Petition Date”), HMX, LLC, Quartet Real Estate, LLC, and HMX, DTC Co. each filed a voluntary petition for relief with the Court under title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”). The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On October 23, 2012, the Bankruptcy Court entered an order jointly administering these cases pursuant to Bankruptcy Rule 1015(b). Unless otherwise indicated all amounts listed in the Schedules and Statements are as of the Petition Date.

2. **Basis of Presentation:** For financial reporting purposes, the Debtors generally prepare consolidated financial statements, which include financial information for all Debtors and which in the past have been audited or compiled annually. Unlike the consolidated financial information used for the Company’s financial reporting purposes, the Schedules and Statements reflect the assets and liabilities of each Debtor based on their unaudited accounting records. Each Debtor generally maintains its accounting records in accordance with the Generally Accepted Accounting Principles (“GAAP”) used in the United States. However, these Schedules and Statements do not purport to represent financial statements prepared in accordance with GAAP, nor are they intended to reconcile to any financial statements prepared by the Company.

3. **Summary of Significant Reporting Policies:** Each Debtor maintains its own balance sheets and accounting records reflecting accounts receivable. Accordingly, the following conventions were adopted by the Debtors in the preparation of the Schedules and Statements:

(a) **Debtors:** Separate Schedules and Statements have been filed for each of the Debtors. Intercompany balances and interests between the Debtors are reflected as of September 30, 2012. Each Debtor’s Schedules and Statements were prepared using the assets and liabilities of that Debtor pursuant to the Debtor’s accounting records.

(b) **Reporting Date:** The Debtors’ Schedules and Statements are prepared as of the close of business on the Petition Date except as otherwise stated in these Global Notes or in the Schedules and Statements. In some instances, the Debtors have used estimates or other assumptions where actual data as of the Petition Date was not available. Actual results could differ from those estimates. The Debtors have sought to allocate liabilities between the prepetition and post-petition periods based upon the information from research that was conducted in connection with the preparation of these Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of assets and liabilities between prepetition and post-petition periods may change. The Debtors reserve the right to amend the Schedules and Statements to reflect any new information and to change the attribution of liability from a particular Debtor to another to the extent additional information becomes available.

(c) **Book Value:** Except as otherwise noted, each asset and liability of each Debtor is shown on the basis of the net book value of the asset or liability in accordance with the Debtors’ accounting records as of the Petition Date. Unless otherwise noted, the Schedules and Statements reflect the carrying value of the assets and liabilities as listed in the Debtors’ books and are not based upon any estimate of their current market values, which may not correspond to

book values. All intercompany balances are shown at the book values set forth in the books and records of the Debtors. Accounts receivable are shown net of any bad debt allowances which the Debtors carry on their books. Additionally, some of the Debtors' scheduled assets and liabilities are unknown and unliquidated at this time. In such cases the amounts are listed as "Unknown." Accordingly, the Schedules and Statements do not accurately reflect the aggregate amount of the Debtors' assets and liabilities.

(d) **Property and Equipment – Owned:** Unless otherwise noted, owned property and equipment are stated at net book value.

(e) **Causes of Action:** The Debtors have not set forth causes of action against third parties as assets in their Schedules and Statements. The Debtors reserve all of their rights with respect to any causes of action they may have and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any such causes of action.

(f) **Co-Debtors and Guarantors:** All co-Debtor and guarantor relationships related to obligations under the Debtors' prepetition credit facilities are reflected on Schedule H for each Debtor.

(g) **Schedule D:** Except as otherwise agreed pursuant to a stipulation or agreed order or general order entered by the Court, the Debtors reserve their rights to dispute or challenge the validity, perfection or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a secured creditor listed on Schedule D of any Debtor. Moreover, although the Debtors have scheduled claims of various creditors as secured claims, the Debtors reserve all rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction, or any document or instrument related to such creditor's claim. In certain instances, a Debtor may be a co-obligor, co-mortgagor or guarantor with respect to scheduled claims of other Debtors. No claim set forth on Schedule D for any Debtor is intended to acknowledge claims of creditors that are otherwise satisfied or discharged by other entities. The descriptions provided in Schedule D are intended only to be a summary. Reference to the applicable agreements and related documents is necessary for a complete description of the collateral and the nature, extent and priority of any liens. Nothing in the Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements. Additionally, the Debtors have listed only the trustee or administrative agent, rather than individual or beneficial holders, of any bank facility or debt instrument described in the Schedules and Statements. The Debtors have not included on Schedule D certain parties that may believe their claims are secured through setoff rights, deposits posted by or on behalf of the Debtors or inchoate statutory lien rights.

(h) **Schedule E:** By order of the Bankruptcy Court on October 23, 2012, the Debtors received interim authority to pay certain prepetition obligations including to pay employee wages and other employee benefits in the ordinary course of business. The Debtors believe that any employee claims for prepetition amounts related to ongoing payroll and benefits, whether allowable as a priority or nonpriority claim, have been or will be satisfied, and such satisfied amounts are not listed.

(i) **Schedule F:** The Debtors have attempted, to the best of their ability, to allocate their accounts payable as of the Petition Date, and to schedule such payables with the Debtor that received the benefit of the goods or services. All balances listed on Schedule F are shown net of any payments made as of the date of the filing of these Schedules and Statements. Schedule F contains information regarding threatened or pending litigation involving the Debtors. The amounts for these potential claims are listed as “undetermined” and marked as contingent, unliquidated and disputed in the Schedules and Statements.

On October 16, 2012 the Bankruptcy Court entered an interim order authorizing payment of certain prepetition amounts relating to customer programs. Accordingly, certain debts arising out of customer programs have not been included in the Debtors’ Schedules and Statements.

For HMX Poland Sp. z o. o, the payables listed have been converted to USD using a published conversion rate as of the Petition Date.

Certain of the claim amounts set forth on Schedule F may not be actual liabilities of the Debtors, given that prior to the Petition Date, the Debtors may have entered into their accounts payable system *pro forma* invoices to facilitate prepayment for goods for which, as of the Petition Date, the Debtors did not pay and, on account thereof, did not receive. In other cases, the Debtors may have issued a postpetition invoice for the goods subject to the prepetition *pro forma* invoice, and received such goods, but failed to cancel the prepetition *pro forma* invoice in their accounts payable system. The Debtors will reconcile their records and amend Schedule F to reflect reconciliation of these issues.

(j) **Schedule G:** While every effort has been made to ensure the accuracy of the executory contracts and unexpired leases listed on Schedule G, inadvertent errors or omissions may have occurred. The Debtors hereby reserve all of their rights to dispute the validity, status or enforceability of any contracts, agreements or leases set forth in Schedule G and to amend or supplement Schedule G as necessary. The contracts, agreements and leases listed on Schedule G may have expired or may have been modified, amended and supplemented from time to time by various amendments, restatements, waivers, letters and other documents, instruments and agreements which may not be listed on Schedule G. Certain contracts listed on Schedule G may contain renewal options, guarantees of payment, options to purchase, rights of first refusal, and other miscellaneous rights. Such rights, powers, duties and obligations are not set forth on Schedule G. Certain executory agreements may not have been memorialized and may be subject to dispute. Additionally, the Debtors may be parties to various other agreements concerning real property, such as easements, rights of way, subordination, supplemental agreements, amendments/letter agreements, title documents, consents and other miscellaneous agreements which are not set forth in Schedule G. Certain of the agreements listed on Schedule G may be in the nature of conditional sales agreements or secured financings. The presence of a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is valid or that it is an executory contract or unexpired lease. The Debtors reserve all rights, claims and causes of action with respect to the contracts and agreements listed on Schedule G.

4. **Claims:** Pursuant to certain first-day and other orders issued by the Bankruptcy Court (collectively, the “First Day Orders”), the Bankruptcy Court has authorized the Debtors to pay

certain outstanding prepetition claims, including without limitation, claims for insurance premiums, taxes and fees and certain limited critical vendor claims. Accordingly, such claims that have been or will be paid pursuant to such First Day Orders may not be reflected in these Schedules and Statements. Conversely, certain claims which appear on the Schedules and Statements may have been paid pursuant to a First Day Order and the Debtors may pay some of the claims listed on the Schedules in the ordinary course of business during these cases pursuant to such First Day Orders or other Court orders. To the extent claims listed on the Schedules and Statements are paid pursuant to an order of the Bankruptcy Court (including the First Day Orders), the Debtors reserve all rights to amend or supplement their Schedules and Statements as is necessary and appropriate and to designate the amount of any such claims as \$0 for the purposes of solicitation and voting on the Debtors' plan of reorganization. Moreover, certain of the First Day Orders may preserve the rights of parties in interest to dispute any amounts paid pursuant to First Day Orders. Nothing herein shall be deemed to alter the rights of any party in interest to contest a payment made pursuant to First Day Orders.

5. **Disputed, Contingent and/or Unliquidated Claims:** Schedules D, E and F permit each of the Debtors to designate a claim as disputed, contingent and/or unliquidated. A failure to designate a claim on any of these schedules as disputed, contingent and/or unliquidated does not constitute an admission that such claim is not subject to objection. The Debtors reserve their right to dispute and to assert offsets or defenses to any claim reflected on these Schedules and Statements as to nature, amount, liability or status.

6. **Insurance:** The Debtors maintain general liability insurance policies, and various other insurance policies, on behalf of all the Debtors. The terms of these policies are characteristic of insurance policies typically maintained by corporate entities that are similar in size and nature to the Debtors. Each Debtor's insurance policies generally are structured to provide coverage for its affiliates, including the other Debtors. The Debtors maintain various policies of insurance, including, but not limited to, property, casualty, motor vehicle and general liability policies.

7. **Real Property:** Real Property owned by any of the Debtors is listed in the Schedule A for that individual Debtor. Real property is scheduled at the value that the Debtors carried on their books as of the Petition Date.

8. **Personal Property:** Personal Property owned by any of the Debtors is listed in the Schedule B for that individual Debtor. Personal property is scheduled at the value that the Debtors carried on their books as of the Petition Date, unless otherwise stated in these Global Notes or in the Schedules and Statements.

9. **Confidentiality:** There may be instances within the Schedules and Statements where names, addresses or amounts have been left blank. Due to the nature of an agreement between the Debtors and the third party, concerns of confidentiality or concerns for the privacy of an individual, the Debtors may have deemed it appropriate and necessary to avoid listing such names, addresses and amounts.

10. **Insiders:** Section 101(31) of the Bankruptcy Code defines "insiders" of a corporation as (a) directors, (b) officers, (c) persons in control of the Debtors, (d) a partnership in which a

Debtor is a general partner, (e) general partners of the Debtors, (f) relatives of those entities set forth in (a)-(e) above and (g) the Debtors' affiliates. Payments to insiders listed in (a) through (g) above (with the exception of intercompany transfers which appear on Statement 3b) are set forth on Statement 3c. This list is for informational purposes only. The Debtors take no position at this time as to actual insider status of any of the listed individuals or entities.

11. **Inventories:** Inventories are set forth at book value. Additionally, all values of inventories, plant and equipment are presented without consideration of any statutory or consensual liens.

12. **Statement as to Accuracy and Completeness of Information:** The Debtors and their agents, attorneys, and financial advisors do not guarantee or warrant the accuracy, completeness, or currentness of the data that is provided in the Schedules and Statement and shall not be held liable for any loss or injury arising out of or caused in whole or in part by the acts, errors or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the information contained herein. While every effort has been made to provide accurate and complete information herein, inadvertent errors or omissions may exist. The Debtors and their agents, attorneys and financial advisors expressly do not undertake any obligation to update, modify, revise, or re-categorize the information provided herein, or to notify any third party should the information be updated, modified, revised or re-categorized. In no event shall the Debtors or their agents, attorneys, and financial advisors be liable to any third party for any direct, indirect incidental, consequential or special damages (including but not limited to, damages arising from the disallowance of a potential claim against the Debtors or damages to business reputation, lost business or lost profits), whether foreseeable or not and however caused, even if the Debtors or their agents, attorneys and financial advisors are advised of the possibility of such damages.

13. **Specific Schedules and Statements Disclosures:**

- (a) **Schedule B1.** Cash on hand information reflects estimated amounts of cash at individual store locations for petty cash purposes as of September 30, 2012.
- (b) **Schedule B2.** Balance information for the Debtors' bank accounts is as of the petition date with the exception of HMX Poland Sp. z o. o., which is as of September 30, 2012. The Debtors reconcile these bank balances to their financial statements at the end of each reportable period (each reportable period corresponds approximately to one month).
- (c) **Schedule B3.** Security deposits are listed as of September 30, 2012.
- (d) **Schedule B13.** Ownership interests in subsidiaries have been listed in these Schedules at an undetermined amount because the current fair market value of such ownership is unavailable.
- (e) **Schedule B16.** Accounts receivable are listed as of the Petition Date, with the exception of receivables from HMX's UK Branch, which are as of September 30, 2012.

- (f) **Schedule B28 and B29.** Dollar amounts are listed as of September 30, 2012.
- (g) **Schedule B35.** Dollar amounts are listed as of September 30, 2012.
- (h) **Statement Question 1.** The amounts listed represent net sales. Listing gross sales would be an overstatement because it wouldn't take into account sales/revenue reductions like markdown allowances, co-op, sales adjustments for price corrections, adjustments for quantity corrections, and returns. It would also exclude licensing revenue. The YTD 2012 amounts are as of September 30, 2012.
- (i) **Statement Questions 3b** In the list of payments under 3b, the Debtors have not included payments for wages, compensation, or expenses related to employees in the ordinary course of business. The Debtors paid employees pursuant to a motion approved by the Bankruptcy Court for all prepetition wages, compensation, or expenses owed and thus believe they are not creditors. To the extent an employee is a creditor, notwithstanding the first-day motion, such employee may be entitled to priority treatment, but only in accordance with section 507 of the Bankruptcy Code.
- (j) **Statement Question 8.** The Debtors occasionally incur losses for a variety of reasons, including theft and property damage. Certain of these losses may not have been tracked and, thus, the Debtors have only listed losses that were identifiable in their books and records.
- (k) **Statement Question 9.** Payments dated 8/14/2012 were paid by Salus Capital Partners, LLC on behalf of HMX, LLC.
- (l) **Statement Question 13.** Setoffs in the ordinary course of business have been excluded from the response to this question.

Global Notes Control. In the event that the Schedules and Statements differ from the foregoing Global Notes, the Global Notes shall control.

* * * END OF GLOBAL NOTES * * *

* * * SCHEDULES AND STATEMENTS BEGIN ON THE FOLLOWING PAGE * * *

UNITED STATES BANKRUPTCY COURT

Southern District of New York

In re: HMX ACQUISITION CORP.

Debtor

Case No. 12-14300

Chapter 11

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	YES	1	\$0.00		
B - Personal Property	YES	4	\$36,715.00		
C - Property Claimed as Exempt	NO				
D - Creditors Holding Secured Claims	YES	1		\$0.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	YES	3		\$0.00	
F - Creditors Holding Unsecured Nonpriority Claims	YES	1		\$0.00	
G - Executory Contracts and Unexpired Leases	YES	1			
H - Codebtors	YES	2			
I - Current Income of Individual Debtor(s)	NO				
J - Current Expenditures of Individual Debtors(s)	NO				
		13	\$36,715.00	\$0.00	

In re: HMX ACQUISITION CORP.

Debtor

Case No. 12-14300

(if known)

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
NONE				

In re: HMX ACQUISITION CORP.

Debtor

Case No. 12-14300

(if known)

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. CASH ON HAND.	X			
2. CHECKING, SAVINGS OR OTHER FINANCIAL ACCOUNTS, CERTIFICATES OF DEPOSIT, OR SHARES IN BANKS, SAVINGS AND LOAN, THRIFT, BUILDING AND LOAN, AND HOMESTEAD ASSOCIATIONS, OR CREDIT UNIONS, BROKERAGE HOUSES, OR COOPERATIVES.		BANK OF AMERICA STANDARD CHECKING - 8330		\$15,027.00
3. SECURITY DEPOSITS WITH PUBLIC UTILITIES, TELEPHONE COMPANIES, LANDLORDS, AND OTHERS.	X			
4. HOUSEHOLD GOODS AND FURNISHINGS, INCLUDING AUDIO, VIDEO, AND COMPUTER EQUIPMENT.	X			
5. BOOKS, PICTURES AND OTHER ART OBJECTS, ANTIQUES, STAMP, COIN, RECORD, TAPE, COMPACT DISC, AND OTHER COLLECTIONS OR COLLECTIBLES.	X			
6. WEARING APPAREL.	X			
7. FURS AND JEWELRY.	X			
8. FIREARMS AND SPORTS, PHOTOGRAPHIC, AND OTHER HOBBY EQUIPMENT.	X			

In re: HMX ACQUISITION CORP.

Debtor

Case No. 12-14300

(if known)

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
9. INTERESTS IN INSURANCE POLICIES. NAME INSURANCE COMPANY OF EACH POLICY AND ITEMIZE SURRENDER OR REFUND VALUE OF EACH.	X			
10. ANNUITIES. ITEMIZE AND NAME EACH INSURER.	X			
11. INTERESTS IN AN EDUCATION IRA AS DEFINED IN 26 U.S.C. § 530(b)(1) OR UNDER A QUALIFIED STATE TUITION PLAN AS DEFINED IN 26 U.S.C. § 529(b)(1). GIVE PARTICULARS. (FILE SEPARATELY THE RECORD(S) OF ANY SUCH INTEREST(S). 11 U.S.C. § 521(c) RULE 1007(B))	X			
12. INTERESTS IN IRA, ERISA, KEOGH, OR OTHER PENSION OR PROFIT SHARING PLANS. ITEMIZE.	X			
13. STOCK AND INTERESTS IN INCORPORATED BUSINESSES. ITEMIZE.		100% EQUITY OWNERSHIP IN HMX DES PLAINES, LLC		UNKNOWN
		100% EQUITY OWNERSHIP IN HMX, DTC CO.		UNKNOWN
		100% EQUITY OWNERSHIP IN HMX, LLC		UNKNOWN
		100% EQUITY OWNERSHIP IN QUARTET REAL ESTATE, LLC		UNKNOWN
14. INTERESTS IN PARTNERSHIPS OR JOINT VENTURES. ITEMIZE.	X			
15. GOVERNMENT AND CORPORATE BONDS AND OTHER NEGOTIABLE AND NON-NEGOTIABLE INSTRUMENTS.	X			
16. ACCOUNTS RECEIVABLE.	X			
17. ALIMONY, MAINTENANCE, SUPPORT, AND PROPERTY SETTLEMENTS TO WHICH THE DEBTOR IS OR MAY BE ENTITLED. GIVE PARTICULARS.	X			
18. OTHER LIQUIDATED DEBTS OWING DEBTOR INCLUDING TAX REFUNDS. GIVE PARTICULARS.		PA DEPARTMENT OF REVENUE		\$18,188.00
		ILLINOIS DEPARTMENT OF REVENUE		\$3,000.00
		MISSOURI DEPARTMENT OF REVENUE		\$500.00

In re: HMX ACQUISITION CORP.

Debtor

Case No. 12-14300

(if known)

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
19. EQUITABLE OR FUTURE INTERESTS, LIFE ESTATES, AND RIGHTS OR POWERS EXERCISABLE FOR THE BENEFIT OF THE DEBTOR OTHER THAN THOSE LISTED IN SCHEDULE OF REAL PROPERTY.	X			
20. CONTINGENT AND NON-CONTINGENT INTERESTS IN ESTATE OF A DECEDENT, DEATH BENEFIT PLAN, LIFE INSURANCE POLICY, OR TRUST.	X			
21. OTHER CONTINGENT AND UNLIQUIDATED CLAIMS OF EVERY NATURE, INCLUDING TAX REFUNDS, COUNTERCLAIMS OF THE DEBTOR, AND RIGHTS TO SETOFF CLAIMS. GIVE ESTIMATED VALUE OF EACH.	X			
22. PATENTS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY. GIVE PARTICULARS.	X			
23. LICENSES, FRANCHISES, AND OTHER GENERAL INTANGIBLES. GIVE PARTICULARS.		BUSINESS LICENSES		UNKNOWN
24. CUSTOMER LISTS OR OTHER COMPILATIONS CONTAINING PERSONALLY IDENTIFIABLE INFORMATION PROVIDED TO THE DEBTOR BY INDIVIDUALS IN CONNECTION WITH OBTAINING A PRODUCT OR SERVICE FROM THE DEBTOR PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.	X			
25. AUTOMOBILES, TRUCKS, TRAILERS, OTHER VEHICLES AND ACCESSORIES.	X			
26. BOATS, MOTORS, AND ACCESSORIES.	X			
27. AIRCRAFT AND ACCESSORIES.	X			
28. OFFICE EQUIPMENT, FURNISHINGS, AND SUPPLIES.	X			

In re: HMX ACQUISITION CORP.

Debtor

Case No. 12-14300

(if known)

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
29. MACHINERY, FIXTURES, EQUIPMENT AND SUPPLIES USED IN BUSINESS.	X			
30. INVENTORY.	X			
31. ANIMALS.	X			
32. CROPS - GROWING OR HARVESTED. GIVE PARTICULARS.	X			
33. FARMING EQUIPMENT AND IMPLEMENTS.	X			
34. FARM SUPPLIES, CHEMICALS, AND FEED.	X			
35. OTHER PERSONAL PROPERTY OF ANY KIND NOT ALREADY LISTED. ITEMIZE.	X			
Total			\$36,715.00	

(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules.)

In re: HMX ACQUISITION CORP.

Debtor

Case No. 12-14300

(if known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets.)

Domestic Support Obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

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(if known)

Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

Deposits by individuals

Claims of individuals up to \$2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

Taxes and Certain Other Debts Owed to Governmental Units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

Commitments to Maintain the Capital of an Insured Depository Institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

Claims for Death or Personal Injury While Debtor Was Intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

** Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.*

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(if known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
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In re: HMX ACQUISITION CORP.

Debtor

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(if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. EMERISQUE BRANDS LIMITED ATTN: TONY JOHNSTON C/O JASWAL JOHNSTON LLP 51 WELBECK STREET LONDON W1A 4UA UNITED KINGDOM			LITIGATION	X	X	X	UNKNOWN
ACCOUNT NO. TITAN SECURITY SERVICES, INC. ATTN: RAYMOND H. GROBLE III AND KEVIN W. BALDWIN C/O DALEY MOHAN GROBLE, P.C. 55 WEST MONROE STREET, SUITE 1600 CHICAGO, IL 60603			LITIGATION	X	X	X	UNKNOWN

Schedule of Creditors Holding Unsecured Nonpriority Claims -
Sheet no. 1 of 1

Subtotal

\$0.00

Total

\$0.00

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable on the
Statistical Summary of Certain Liabilities and Related Data.)

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(if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
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(if known)

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by the debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight-year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
COPPLEY CORP. AS BORROWER 56 YORK BOULEVARD HAMILTON, ON L8R 3L4 CANADA	SALUS CAPITAL PARTNERS, LLC AS AGENT TO THE PREPETITION REVOLVER PREPETITION CREDIT AGREEMENT DATED AS OF AUGUST 7, 2009 197 FIRST AVENUE, SUITE 250 NEEDHAM, MA 02494
HMX POLAND SP. Z O. O. AS GUARANTOR C/O TMF PORTLAND SP. Z.O.O. PL. PILSUDSKIEGO 1 00-078 WARSAW POLAND	SALUS CAPITAL PARTNERS, LLC AS AGENT TO THE PREPETITION REVOLVER PREPETITION CREDIT AGREEMENT DATED AS OF AUGUST 7, 2009 197 FIRST AVENUE, SUITE 250 NEEDHAM, MA 02494
HMX, DTC CO. AS BORROWER 125 PARK AVENUE, 7TH FLOOR NEW YORK, NY 10017	SALUS CAPITAL PARTNERS, LLC AS AGENT TO THE PREPETITION REVOLVER PREPETITION CREDIT AGREEMENT DATED AS OF AUGUST 7, 2009 197 FIRST AVENUE, SUITE 250 NEEDHAM, MA 02494
HMX, LLC AS BORROWER 125 PARK AVENUE, 7TH FLOOR NEW YORK, NY 10017	SALUS CAPITAL PARTNERS, LLC AS AGENT TO THE PREPETITION REVOLVER PREPETITION CREDIT AGREEMENT DATED AS OF AUGUST 7, 2009 197 FIRST AVENUE, SUITE 250 NEEDHAM, MA 02494
QUARTET REAL ESTATE, LLC AS BORROWER 125 PARK AVENUE, 7TH FLOOR NEW YORK, NY 10017	SALUS CAPITAL PARTNERS, LLC AS AGENT TO THE PREPETITION REVOLVER PREPETITION CREDIT AGREEMENT DATED AS OF AUGUST 7, 2009 197 FIRST AVENUE, SUITE 250 NEEDHAM, MA 02494
COPPLEY CORP. AS BORROWER 56 YORK BOULEVARD HAMILTON, ON L8R 3L4 CANADA	SALUS CAPITAL PARTNERS, LLC AS AGENT TO THE PREPETITION TERM LOAN PREPETITION CREDIT AGREEMENT DATED AS OF AUGUST 7, 2009 197 FIRST AVENUE, SUITE 250 NEEDHAM, MA 02494
HMX POLAND SP. Z O. O. AS GUARANTOR C/O TMF PORTLAND SP. Z.O.O. PL. PILSUDSKIEGO 1 00-078 WARSAW POLAND	SALUS CAPITAL PARTNERS, LLC AS AGENT TO THE PREPETITION TERM LOAN PREPETITION CREDIT AGREEMENT DATED AS OF AUGUST 7, 2009 197 FIRST AVENUE, SUITE 250 NEEDHAM, MA 02494
HMX, DTC CO. AS BORROWER 125 PARK AVENUE, 7TH FLOOR NEW YORK, NY 10017	SALUS CAPITAL PARTNERS, LLC AS AGENT TO THE PREPETITION TERM LOAN PREPETITION CREDIT AGREEMENT DATED AS OF AUGUST 7, 2009 197 FIRST AVENUE, SUITE 250 NEEDHAM, MA 02494

In re: HMX ACQUISITION CORP.

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(if known)

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
HMX, LLC AS BORROWER 125 PARK AVENUE, 7TH FLOOR NEW YORK, NY 10017	SALUS CAPITAL PARTNERS, LLC AS AGENT TO THE PREPETITION TERM LOAN PREPETITION CREDIT AGREEMENT DATED AS OF AUGUST 7, 2009 197 FIRST AVENUE, SUITE 250 NEEDHAM, MA 02494
QUARTET REAL ESTATE, LLC AS BORROWER 125 PARK AVENUE, 7TH FLOOR NEW YORK, NY 10017	SALUS CAPITAL PARTNERS, LLC AS AGENT TO THE PREPETITION TERM LOAN PREPETITION CREDIT AGREEMENT DATED AS OF AUGUST 7, 2009 197 FIRST AVENUE, SUITE 250 NEEDHAM, MA 02494

In re: HMX ACQUISITION CORP.

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(if known)

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP

I, the Chief Financial Officer and Chief Operating Officer of HMX Acquisition Corp. named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 2 sheets (*Total shown on summary page plus 1*), and that they are true and correct to the best of my knowledge, information, and belief.

Date November 20, 2012

Signature



Martin Weinberg

[Print or type name of individual signing on behalf of debtor.]

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.