

**Exhibit no. 1**



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## STOCK PURCHASE AGREEMENT

**THIS STOCK PURCHASE AGREEMENT** (this "Agreement") is dated as of February, 2009, by and among Marks Hill Mexico Direct Selling I, LLC, a Texas limited liability company and Marks Hill Mexico Direct Selling II, LLC, a Texas limited liability company (collectively "Buyer"), Home Interiors & Gifts, Inc., a Texas corporation ("HIG"), and DWC GP, LLC, a Delaware limited liability company ("DWC"). HIG and DWC are sometimes referred to herein individually as a "Seller" and collectively as the "Sellers".

### **WITNESSETH :**

**WHEREAS**, Sellers own all of the issued and outstanding equity (collectively, the "Shares") of Home Interiors Services de Mexico, S.A. de C.V., a Mexican corporation (*sociedad anónima de capital variable*) ("HISM"), and Home Interiors de Mexico S. de R.L. de C.V., a Mexican limited liability company (*sociedad de responsabilidad limitada de capital variable*), ("HIM and collectively with HISM, the "Companies");

**WHEREAS**, HIM is engaged in the business of marketing, sale and distribution of home decorative accessories in Mexico through a direct selling system, and HISM's only activity consists of rendering administrative services to and acting as employer of the personnel of HIM (the "Business");

**WHEREAS**, Sellers filed for protection under Chapter 11 of the United States Bankruptcy Code (as hereinafter defined) on April 29, 2008 and are debtors-in-possession in Case Nos. 08-31961-BJH-11 et al., pending under Chapter 11 of the Bankruptcy Code and jointly administered in the United States Bankruptcy Court in the Northern District of Texas; and

**WHEREAS**, Buyer wishes to purchase the Shares from Sellers, and Sellers are willing to sell and convey the Shares to Buyer, free and clear of liens, claims, encumbrances, and interests, pursuant to sections 105 and 363 of the Bankruptcy Code and subject to the terms and conditions contained in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual premises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE I**

#### **DEFINITIONS**

**1.01 Definitions.** The following terms, as used herein, have the following meanings:

"Affiliate" means, with respect to any Person, any Person directly or indirectly controlling, controlled by, or under common control with such other Person.

"Assigned Assets" means the assets listed in Exhibit A attached hereto that are used in the Companies' Business but owned or otherwise held by any other of the Debtors (as defined in the Bid Procedures Order or their affiliates).

“Auction” shall have the meaning set forth in Section 2.09.

“Bankruptcy Code” shall mean the Bankruptcy Reform Act of 1978, as codified in Title 11 of the United States Code, as in effect on April 29, 2008, together with all amendments and modifications thereto that were subsequently made applicable to the Chapter 11 Cases.

“Bankruptcy Court” shall mean the United States Bankruptcy Court for the Northern District of Texas or, if such court ceases to exercise jurisdiction over the Chapter 11 Cases, the court or adjunct thereof that exercises jurisdiction over the Chapter 11 Cases.

“Bankruptcy Court Orders” shall mean the Bid Procedures Order, the Sales Order, and all other orders of the Bankruptcy Court necessary for Sellers to execute and perform this Agreement.

“Bid Procedures” means the procedures set forth as Exhibit A to the Amended Motion, etc., filed in the Bankruptcy Court on November 3, 2008 at docket no. 726.

“Bid Procedures Order” means the order entered by the Bankruptcy Court on December 3, 2008 at docket no. 850.

“Business” has the meaning assigned to that term in the preamble of this Agreement.

“Business Day” means a day other than Saturday, Sunday or any day on which banks located in the State of Texas and Mexico are authorized or obligated to close.

“Buyer” shall have the meaning set forth in the preamble of this Agreement.

“Chapter 11 Cases” shall mean the cases under Chapter 11 of the Bankruptcy Code commenced by Sellers and certain of their Affiliates in the Bankruptcy Court on April 29, 2008.

“Chapter 11 Trustee” means Dennis S. Faulkner.

“Companies” has the meaning assigned to that term in the preamble of this Agreement.

“DWC” has the meaning assigned to that term in the preamble of this Agreement.

“GAAP” shall mean U.S. generally accepted accounting principles as in effect from time to time.

“Governmental Authority” shall mean any governmental, regulatory, judicial, or administrative body, agency, commission, board, court, or authority, whether international, national, federal, state or local.

“HIG” has the meaning assigned to that term in the preamble of this Agreement.

“HIM” has the meaning assigned to that term in the preamble of this Agreement.

“HISM” has the meaning assigned to that term in the preamble of this Agreement.

“Knowledge”, with respect to a Party, means the actual knowledge of the officers of such Party.

“Lien” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset.

“Material Adverse Effect” mean a material adverse change or effect, respectively, in the business, assets, condition (financial or otherwise), or results of operations of the Business, taken as a whole.

“Mexico” means the United Mexican States and its territory.

“Parties” means Buyer and Sellers.

“Person” means an individual, corporation, partnership, association, limited liability company, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“Sale Hearing” shall have the meaning set forth in Section 2.09.

“Sale Order” shall have the meaning set forth in Section 2.09.

“Seller” and “Sellers” shall have the respective meanings set forth in the preamble of this Agreement.

“Shares” has the meaning assigned to that term in the preamble of this Agreement.

“Successful Bid” means the “Successful Bid” as defined in the Bid Procedures Order and approved by the Bankruptcy Court.

## ARTICLE II

### PURCHASE AND SALE

**2.01 Earnest Money Deposit.** Buyer has delivered to Home Interiors & Gifts, Inc., Dennis Faulkner, Chapter 11 Trustee, cash in the amount of the Purchase Price to be held pending the Closing. Of these funds, Sixty Two Thousand Five Hundred and no/100 Dollars (\$62,500) shall be deemed to be an earnest money deposit (the “Earnest Money Deposit”) which shall be governed as follows:

(a) Closing. If the Closing (as defined below occurs), the Earnest Money Deposit shall be delivered to Sellers at Closing and credited against the Purchase Price.

(b) Termination. If Sellers terminate this Agreement pursuant to Section 9.02 hereof, the Earnest Money Deposit shall be delivered to Buyer in accordance with the Bid Procedures Order and the balance of the funds wired to the Trustee shall be returned to the Buyer. If the Sellers terminate this Agreement under Section 9.01(iii), then Sellers may retain the Earnest Money Deposit as liquidated damages, free of any claims by Buyer or any other Person with respect thereto, and such retention shall be the Sellers’ sole and exclusive remedy

and the balance of the funds wired to the Trustee shall be returned to the Buyer. It is expressly stipulated by the Parties that the actual amount of damages resulting from such a termination would be difficult if not impossible to determine accurately because of the unique nature of this Agreement, the unique nature of the Shares, and that the liquidated damages provided for herein are a reasonable estimate by the Parties of such damages. If Buyer and Sellers terminate this Agreement pursuant to Section 9.01(i) or (ii) hereof, or if Seller terminates this Agreement pursuant to Section 9.01(vii), or if Buyer terminates this Agreement pursuant to Section 9.01(iv) or (v) hereof, the Earnest Money Deposit and all other funds from the Buyer held by the Trustee shall be promptly returned to Buyer.

**2.02 Purchase and Sale.** Upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from Sellers, and Sellers agree to sell, transfer, assign and deliver the Shares and the Assigned Assets to Buyer at Closing, free and clear of all Liens, all as contemplated by Sections 105 and 363 of the Bankruptcy Code. The Shares shall be conveyed to each of the Buyers per the Irrevocable Assignments attached hereto as Exhibit C and the Assigned Assets shall be conveyed to Marks Hill Mexico Direct Selling I, LLC per the Trademark Assignment attached hereto as Exhibit E.

**2.03 Purchase Price.** Subject to the terms and conditions of this Agreement, in consideration of the sale and assignment of the Shares and the Assigned Assets, Buyer agrees to pay to Sellers at Closing an amount equal to One Million Two Hundred Fifty Thousand United States Dollars (\$1,250,000.00 USD) in cash by wire transfer to an account designated by Sellers (the "Purchase Price").

**2.04 Allocation of the Purchase Price Among the Shares.** (a) The Purchase Price shall be allocated among the Shares as determined by Buyer as set forth on Exhibit B attached hereto. Buyer and Sellers agree that they will prepare and file their federal and any state or local income tax returns based on such allocation of the Purchase Price. Buyer and Sellers agree that they will prepare and file any notices or other filings required pursuant to the Internal Revenue Code of 1986, as amended, and that any such notices or filings will be prepared based on such allocation of the Purchase Price.

(b) At Closing, Sellers, in accordance with the provisions of the Mexican Income Tax Law, shall issue a written statement to Buyer asserting that Sellers will file a tax return with respect to sale of the Shares. Sellers shall engage a registered Mexican certified public accountant to issue a tax audit opinion regarding Sellers' tax liability for the sale of the Shares and such accountant will (i) file a notice with the tax authorities indicating that the sale of the Shares will be audited, and (ii) file an audit report with respect to the sale of the Shares with the tax authorities. Once such audit is concluded, Sellers shall pay directly all taxes associated with the sale of the Shares to the Mexican tax authorities in accordance with applicable legal requirements.

**2.05 Closing.** The closing of the transfer and sale of the Shares and the Assigned Assets shall take place at the offices of Kelly Hart & Hallman LLP in Fort Worth, Texas, or via facsimile and overnight delivery of the items referenced below, no later than the third Business Day following the first date on which all conditions to Closing contained in Article VII have been satisfied or complied with or, if not all conditions have been satisfied or complied with, all such conditions that have not been so satisfied or complied with have been waived by the party

entitled to the benefit of such condition or such other date as mutually agreed upon by Buyer and Sellers. Throughout this Agreement, such event is referred to as the “Closing” and such date and time are referred to as the “Closing Date.” At the Closing, the Parties agree to take the following steps listed below (provided, however, that upon their completion all such steps shall be deemed to have occurred simultaneously):

(a) Sellers shall endorse and deliver the stock certificates representing the Shares of HISM, together with Irrevocable Assignments substantially in the form of Exhibit C hereto (the “Irrevocable Assignments”).

(b) Sellers shall execute and deliver to Buyer documents transferring, assigning, and conveying to Buyer the Assigned Assets in a form of Exhibit E hereto (the “Trademark Assignment”).

(c) Buyer shall deliver to Sellers the Purchase Price.

(d) Buyer shall deliver Transaction Taxes to the appropriate Governmental Authority, if applicable.

(e) Sellers shall deliver a counterpart of HIM’s General Partners’ Meeting Minutes or the corresponding Unanimous Partners’ Resolutions authorizing the transfer of the equity interest of HIM to Buyer (the “HIM’s Closing Minutes”).

(f) Sellers shall deliver the corporate books of each of the Companies, including the Partners’ Special Book (*Libro Especial de Socios*) of HIM and the Stock Registry Book (*Libro de Registro de Acciones*) of HISM containing the corresponding entries, duly signed by the Secretary of the Board of each of the Companies or the Sole Manager, as the case may be, attesting the transfer to Buyer of the Shares.

**2.06 Additional Acts.** At or subsequent to the Closing, the parties shall execute and deliver any other agreements or instruments and take any actions as may be reasonably required for the implementation of this Agreement and the transactions contemplated hereby.

**2.07 Closing Costs.** The parties recognize and acknowledge that, inasmuch as the transactions contemplated hereby are contemplated by the Sale Order, such transactions are and shall be, to the greatest extent permissible under Applicable Law, subject to the provisions of section 1146(a) of the Bankruptcy Code, and the sale, transfer, assignment and delivery of the Shares and the Assigned Assets may be exempt under section 1146(a) of the Bankruptcy Code and the Sale Order from state and local transfer, recording, stamp or other similar transfer taxes (collectively, “Transaction Taxes”) that may be imposed by reason of the transactions contemplated by this Agreement; provided, however, that if Transaction Taxes are assessed for any reason, Buyer shall pay the Transaction Taxes and any recording and filing fees. Sellers and Buyer shall, if necessary, cooperate to seek any determination of the exemption from Transaction Taxes through submitting any dispute thereof to the Governmental Authority charged with responsibility for collection or determination of the disputed tax pursuant to Bankruptcy Code section 1146(b). At the Closing, Buyer and Sellers shall remit to each other properly completed resale exemption certificates and other similar certificates or instruments as are applicable to claim available exemptions from the payment of sales, transfer, use or other similar taxes under Applicable Law. Buyer shall pay all taxes applicable to, imposed upon or arising out of the sale

or transfer of the Shares or the Assigned Assets to Buyer and the other transactions contemplated by this Agreement (including, but not limited to, sales, use, gross receipts, and intangible taxes), all costs and expenses incurred by Buyer as a result of any financing obtained by Buyer, and all costs incurred by Buyer to obtain any necessary governmental and other consents to the transfer of the Shares and the Assigned Assets to Buyer. Except as set forth in this Section or elsewhere in this Agreement, each of the parties shall bear its own expenses and the expenses of its counsel and other agents in connection with the transactions contemplated hereby.

**2.08 Passage of Title at Closing.** Upon delivery of the Irrevocable Assignments and the Asset Transfers, and in accordance with and subject to the conditions set forth in this Agreement, title to the Shares and the Assigned Assets shall pass to Buyer at the Closing. At the Closing, Sellers will place Buyer in possession of all of the Shares and the Assigned Assets and from and after the Closing the ownership of the Shares and the Assigned Assets and operation of the Business shall be for the account and risk of Buyer.

**2.09 Sellers' Chapter 11 Bankruptcy Cases.**

(a) Bid Procedures. Sellers have filed a motion and amended motions pursuant to section 363 of the Bankruptcy Code concerning the sale now memorialized by this Agreement. Among other things, the Bid Procedures Order (i) approves the Bid Procedures, including requirements for bidding at an auction (the "Auction), and minimum initial and subsequent overbids, (ii) schedules the Auction, now rescheduled to February 23, 2009, (iii) requests a hearing to consider approval of the sale of the Shares (the "Sale Hearing") before the Bankruptcy Court, now rescheduled to February 25, 2009, and (iv) approves the form and manner of notice of the Sale Hearing. The auction took place on February 23, 2009 and Buyer was the successful bidder and, as a result, Sellers and Buyer are entering into this Agreement.

(b) Sale Order. At the Sale Hearing, the Sellers shall request entry of an order approving this Agreement and the transactions contemplated in it, in a form acceptable to Buyer and Sellers (the "Sale Order"). In the event of any conflict or inconsistency between this Agreement and the Sale Order, the Sale Order shall govern and control. Sellers shall use reasonable efforts to obtain entry of the Sale Order. The Sale Order shall provide as follows, among other things:

(i) All of the Shares and the Assigned Assets sold to Buyer hereunder shall be transferred to Buyer free and clear of all liens, encumbrances and liabilities of any kind whatsoever, except as expressly provided in this Agreement;

(ii) Despite any implication to the contrary in Bid Procedures Section B, Buyer is not acquiring or assuming Sellers' liabilities, and is not subject to any successor liability for the liabilities and obligations of Sellers, and Buyer is not assuming any liabilities whatsoever of either Company; rather, Buyer is buying Shares of Companies that retain their own assets and liabilities except as set forth in the Agreement and the Sale Order, all according to applicable law;

(iii) As set forth in Bid Procedures Section B, the Companies shall no longer have any obligation related to or otherwise guaranteeing the Debtors' (as defined in the Bid Procedures) obligations and indebtedness under that certain \$370,000,000 Credit Agreement

between Debtor Home Interiors & Gifts, Inc. and NexBank, SSB, as administrative agent for itself and certain financial institutions dated as of March 31, 2004, as amended;

(iv) Sellers shall be authorized and directed to comply with all terms of this Agreement, including the execution and delivery of all necessary documents and instruments contemplated hereunder;

(v) Buyer shall be found to be “an entity that purchased or leased such property in “good faith” as to all Shares and Assigned Assets and the entire transaction contemplated by this Agreement, as the quoted words are used in 11 U.S.C. § 363(m); and

(vi) Notwithstanding any language in the Bid Procedures Order, Buyers are not assuming and shall not assume any liabilities of the Companies, including without limitation, any liabilities for income, payroll, sales, property or other tax liabilities or any indebtedness for borrowed money or obligations owed to the Sellers.

(c) Access and Right of Inspection. Between the date hereof and the Closing Date, Sellers shall give to Buyer and its officers, agents, employees, counsel, accountants and other representatives, reasonable non-exclusive access to the management and professionals of Sellers and the Companies, and Sellers shall furnish to Buyer such information related to the Companies as Buyer shall from time to time reasonably request for the purposes of allowing Buyer to analyze the financial affairs of the Companies and to prepare for the transition of the Shares and the Assigned Assets from Sellers to Buyer, including, without limitation, allowing Buyer access to (a) Sellers’ legal and other professionals (without thereby waiving or affecting any privilege applicable to communications between any Seller and its lawyers, accountants or other professionals), and (b) employees, vendors and customers of the Business, decorating consultants, directors and parties with contracts with the Seller, provided that any such investigation shall be conducted (i) during normal business hours; (ii) in such a manner as not to materially interfere with the operation of Sellers’ business, and (iii) with respect to any physical inspection of any of the Companies’ facilities or assets, after giving reasonable advance notice to Sellers. Without limitation, Sellers shall provide a daily communication log indicating any broad communications via email or print to the field organization of the Companies, and the following, to the extent that they are created as of the date of this Agreement: daily sales reports as well as any information regarding promotions and sales offers of the Companies, and full access to consultant office applications of the Companies to monitor web postings and communications.

**2.10 Cash.** The parties agree that the cash held by the Companies at the Closing will be retained by the Companies but the amount of \$398,721.00 in cash transferred by the Companies to the account of the Trustee prior to the Closing shall be the property of the Sellers.

**2.11 Intercompany Debts and Receivables.** Sellers represent and warrant that as of the Closing, all receivables, debts or other obligations owed by either of the Companies to the Sellers or any affiliates of the Sellers have been satisfied and paid in full, and Sellers hereby agree that they have no claims against either of the Companies and that all claims, receivables, debts or other obligations against either of the Companies have been and are hereby released and discharged.



**2.12 Post-Closing Assistance.** For a period of two (2) months following the Closing Date, Buyer shall, and shall cause the Companies to, provide Seller with access to Carlos Callejas, an employee of HISM (or his successor), and shall cause such person to reasonably assist Seller in completing the financial records of the Companies with respect to the period of January 1, 2009 through the Closing Date. During such period, Buyer shall cause the Companies to provide Seller with access to relevant financial and accounting data and other books and records relating to the period prior to and including the Closing Date, as may be required by Seller to complete such financial records.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as disclosed by Sellers to Buyer in writing, Sellers hereby represent and warrant to Buyer as of the date of this Agreement that:

**3.01 Corporate Existence and Power.** HIG is a corporation, duly incorporated, validly existing and in good standing under the laws of the State of Texas, with the requisite corporate power and authority required to carry on its business as now conducted. DWC is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Texas, with the requisite limited liability company power and authority required to carry on its business as now conducted.

**3.02 Authorization and Enforceability.** Subject to the issuance of the Bankruptcy Court Orders, the execution, delivery and performance by Sellers of this Agreement, and the consummation by Sellers of the transactions contemplated hereby, are within Sellers' corporate or limited liability company power and authority, as appropriate, and have been duly authorized by all necessary corporate or limited liability company action, as appropriate, on the part of Sellers, including all necessary approvals of the Chapter 11 Trustee. Subject to the issuance of the Bankruptcy Court Orders, this Agreement constitutes the valid and binding agreement of Sellers, enforceable against Sellers in accordance with its terms, except as the enforceability of this Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting generally the enforcement of creditors' rights and except as the remedy of specific performance and other equitable relief may be unavailable in certain cases.

**3.03 Non-Contravention.** Subject to the issuance of the Bankruptcy Court Orders, the execution, delivery and performance by Sellers of this Agreement, and the consummation by Sellers of the transactions contemplated hereby, do not and will not (i) contravene or conflict with the charter or organizational document of either Seller, (ii) contravene or conflict with or constitute a violation of any provision of any law, regulation, judgment, injunction, order or decree binding upon either Seller and/or applicable to the Business, except in those cases where a contravention or conflict is not reasonably likely to have a Material Adverse Effect (other than conflicts, breaches and defaults the enforcement of which are stayed by virtue of the filing of the Chapter 11 Cases); or (iii) result in the creation or imposition of any Lien on any Shares. Without limiting the generality of the foregoing, neither Seller is not a party to any agreement or understanding that limits in any way the ability of (i) such Seller to enter into this Agreement and perform its obligations hereunder or (ii) such Seller to sell its Shares to Buyer on the terms and subject to the conditions set forth herein.

**3.04 Consents.** Subject to the issuance of the Bankruptcy Court Orders, no consent, approval, waiver or other action by any Person under any material contract, agreement, indenture, lease, instrument or other document to which either Seller is a party or by which it is bound is required or necessary for the execution, delivery and performance by such Seller of this Agreement or the consummation of the transactions contemplated hereby.

**3.05 Capital Structure.**

(a) The authorized capital stock of HISM consists of 50,000 shares of common stock, "A" Series, par value \$1.00 Mexican Pesos per share, issued and outstanding, and no shares of common stock held in its treasury. The authorized capital stock of HIM consists of two membership interests issued and outstanding, with a combined par value of \$24,655,303.00 Mexican Pesos, of which \$50,000.00 Mexican Pesos correspond to the minimum fixed capital and \$24,605,303.00 Mexican Pesos correspond to the variable portion of the capital, and no membership interests held in its treasury. No Companies have any subsidiaries.

(b) No capital stock of either Company (collectively, "Capital Stock") is reserved for issuance for any other purpose. All the issued and outstanding shares of Capital Stock are duly authorized, validly issued, fully paid and nonassessable and have not been issued in violation of any preemptive or similar rights. There are no bonds, debentures, notes or other indebtedness issued or outstanding having the right to vote ("Voting Debt") on any matters on which holders of Capital Stock may vote. There are no options, warrants, calls, rights, commitments, or agreements of any character to which any Company is a party or by which any Company is bound obligating a Company to issue, deliver, or sell, or cause to be, issued, delivered or sold, additional shares of Capital Stock or any Voting Debt of any Company, or obligating any Company to grant, extend, or enter into any such option, warrant, call, right, commitment, or agreement. There are no outstanding contractual obligations of any Company to repurchase, redeem, or otherwise acquire any shares of Capital Stock. The recitals to this Agreement correctly identify the owner of all issued and outstanding shares of Capital Stock. Upon Buyer's acquisition of the Shares at the Closing pursuant to the terms and conditions of this Agreement, Buyer will acquire, directly or indirectly, 100% of the issued and outstanding Capital Stock and all securities convertible into, exercisable for or exchangeable into Capital Stock, free and clear of any Liens.

**3.06 Title to Shares.** Sellers have good and valid title to the Shares, free and clear of all Liens, subject to the Bid Procedures Order and the Sale Order.

**3.07 Finders' Fees.** There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Sellers who might be entitled to any fee or commission from Buyer upon consummation of the transactions contemplated by this Agreement.

**3.08 Balance Sheets.** A copy of the balance sheet for the Companies on a consolidated basis as of January 31, 2009 is attached hereto as Exhibit D. The balance sheet is true, correct and complete in all material respects and accurately reflects the assets and liabilities of the Companies.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Sellers that:

**4.01 Corporate Existence.** Each Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Texas. Buyer is duly qualified to do business as a foreign corporation and is in good standing under the laws of each state or other jurisdiction in which either the ownership or use of the properties owned or used by it, or the nature of the activities conducted by it, requires such qualification, except where the failure to be so qualified would not have a Material Adverse Effect.

**4.02 Corporate Authorization and Enforceability.** The execution, delivery and performance by Buyer of this Agreement, and the consummation by Buyer of the transactions contemplated hereby, are within Buyer's legal power and authority and have been, or will be on or before the Closing Date, duly authorized by all necessary corporate action on the part of Buyer. This Agreement constitutes the valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms, except as the enforceability of this Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting generally the enforcement of creditors' rights and except as the remedy of specific performance and other equitable relief may be unavailable in certain cases. Its attorney-in-fact has the necessary authority to enter into this Agreement on its behalf, and such authority has not been revoked, limited or amended in any manner whatsoever to this date.

**4.03 Non-Contravention.** The execution, delivery and performance by Buyer of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not (i) contravene or conflict with the Bylaws of Buyer or (ii) contravene or conflict with or constitute a violation of any provision of any law, regulation, judgment, injunction, order or decree binding upon or applicable to Buyer. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby require no action by or in respect of, or filing with, any Governmental Authority other than compliance with any applicable requirements of securities laws or any necessary filings with the Bankruptcy Court.

**4.04 Consents.** No consent, approval, waiver or other action by any Person under any material contract, agreement, indenture, lease, instrument or other document to which Buyer is a party or by which it is bound is required or necessary for the execution, delivery and performance by Buyer of this Agreement or the consummation of the transactions contemplated hereby.

**4.05 Litigation.** There are no actions, suits, proceedings, or investigations pending or, to the Buyer's Knowledge, threatened that question the validity of this Agreement or the transactions contemplated hereby.

**4.06 No Reliance.**

(a) Buyer acknowledges that it has conducted to its satisfaction an independent investigation of the financial condition, liabilities, results of operations and projected operations of the Companies and the nature and condition of their properties, assets

and businesses based on the books, records and other information made available to it by the Sellers and, in making the determination to proceed with the transactions contemplated by this Agreement, has relied solely on the results of its own independent investigation of such books, records and information.

(b) In connection with Buyer's investigation of the Companies, Buyer has received from Sellers and their Affiliates, agents and representatives certain projections and other forecasts, including but not limited to projected financial statements, cash flow items and other data of the Companies. Buyer acknowledges that there are uncertainties inherent in attempting to make such projections and other forecasts and plans and accordingly is not relying on them, that Buyer is familiar with such uncertainties, that Buyer is taking full responsibility for making its own evaluation of the adequacy and accuracy of all projections and other forecasts and plans so furnished to it, and that Buyer and its Affiliates, agents and representatives shall have no claim against any Person with respect thereto. Accordingly, Buyer acknowledges that no Seller or any of their respective representatives, agents or Affiliates, have made any representation or warranty with respect to such projections and other forecasts and plans.

**4.07 No Other Representations or Warranties.** Except for the representations and warranties expressly provided in this Agreement, none of the Companies nor any other Person on behalf of either Seller or any of their respective Affiliates makes any express or implied representation or warranty with respect to the Companies or with respect to any other information provided to Buyer, its Affiliates, agents or representatives in connection with the transactions contemplated hereby. No Seller or any other Person will have or be subject to any liability or other obligation to Buyer, its Affiliates, agents or representatives or any Person resulting from Buyer's use of, or the use by any of Buyer's Affiliates, agents or representatives of, any such information, including any information, documents, projections, forecasts of other material made available to Buyer, its Affiliates or representatives in certain "data rooms," offering memorandum or management presentations in expectation of the transactions contemplated by this Agreement. Sellers disclaim any and all other representations and warranties, whether express or implied.

**4.08 Investment Representations.** Buyer understands and agrees that the Shares are being offered and sold in reliance upon certain exemptions from the securities registration provisions of the Securities Act of 1933, as amended (the "1933 Act"), and other non-public offering exemptions of the securities act of the State of Texas. As a condition to purchasing the Shares and for the purposes of the above-mentioned exemptions and/or qualifications to the extent applicable, and knowing that Sellers will rely upon the statements made herein for such exemptions and in determining Buyer's suitability as an investor, Buyer represents and warrants as follows:

(a) Buyer understands that (i) the Shares have not been and are not being registered under the 1933 Act or any United States state securities laws or any other laws, and may not be transferred unless (A) subsequently registered thereunder, or (B) Buyer transfers the Shares pursuant to an exemption from such registration; (ii) any sale of such securities made in reliance on Rule 144 promulgated under the 1933 Act may be made only in accordance with the terms of said Rule and further, if said Rule is not applicable, any resale of such securities under circumstances in which the seller (or the person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the 1933 Act) may require compliance with some

other exemption under the 1933 Act or the rules and regulations of the United States Securities and Exchange Commission thereunder; and (iii) none of the Companies nor any other person is under any obligation to register such securities under the 1933 Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder;

(b) Buyer has had an opportunity to ask questions of, and receive answers to those questions from, officers and employees of the Companies concerning the terms and conditions of the Business. In addition, Buyer has been provided with sufficient opportunity to investigate the Business and has relied solely on the information obtained as a result of such investigation;

(c) Buyer has been advised that this investment involves a high degree of risk and that there are no assurances that such investment will be recovered, either partially or fully, or that Buyer will receive any return on such investment at any time in the future;

(d) Buyer is acquiring the Shares for its own account for investment and not with a view of the fractionalization, distribution or resale thereof;

(e) Buyer has not offered or sold any portion of the Shares and has no present intention of dividing the Shares with others or of reselling or otherwise disposing of any portion of the Shares either currently or after the passage of a fixed or determinable period of time or upon the occurrence or nonoccurrence of any predetermined event or circumstance; and

(f) Buyer has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of this investment, and Buyer is able to bear the economic risks of the purchase of the Shares, and further, has had the opportunity to consult with its attorney and accountant regarding the purchase of the Shares.

## ARTICLE V

### COVENANTS OF SELLERS

**5.01 Conduct of the Business.** Companies shall conduct their business prudently and in the ordinary course consistent with past practice between the date of this Agreement and the Closing, including without limitation, using their best efforts to maintain their goodwill and relationships with clients, vendors, employees, consultants, independent contractors, field representatives, decorating consultants, directors and others with which any of the Companies has business relationships.

**5.02 Notices of Certain Events.** From the date hereof until the Closing Date, Sellers shall promptly notify Buyer of:

(a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(b) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

(c) any actions, suits, claims, investigations or proceedings commenced or, to the Knowledge of Sellers, threatened, against either Seller that affect the Companies, the Shares or either Seller's ability to consummate the transactions contemplated by this Agreement.

(d) Any notices or other communication from any person challenging Sellers title or right to transfer or assign any of the Shares or the Assigned Assets or alleging that any of the Shares or the Assigned Assets have been terminated and are no longer in effect, except that this clause does not apply to any document filed in one or more of the Chapter 11 Cases.

(e) Sellers shall provide daily reports to Buyer up to the Closing Date containing the information set forth in paragraph 2.09(c) above.

**5.03 No Transfers or Conveyances By Companies.** Sellers shall not cause, permit, allow or accept any distribution, transfer, assignment or conveyance of cash or any other rights or assets of either of the Companies to Sellers or any person or entity affiliated with or related to Sellers prior to Closing and no such distribution, transfer, conveyance or assignment has been made to Sellers since the commencement of the Chapter 11 Cases except for the cash to be transferred to the Chapter 11 Trustee per section 2.10 of this Agreement.

## ARTICLE VI

### OTHER AGREEMENTS

The parties hereto agree that:

**6.01 Commercially Reasonable Efforts; Further Assurances.** Subject to the terms and conditions of this Agreement, each of the parties to this Agreement will use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated by this Agreement. Sellers and Buyer each agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement and to vest in Buyer good and valid title to the Shares.

**6.02 Certain Filings.** Sellers and Buyer shall cooperate with one another (a) in determining whether any action by or in respect of, or filing with, any Governmental Authority is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any material contracts, in connection with the consummation of the transactions contemplated by this Agreement, (b) in furnishing information required in connection with taking any such actions or making any such filings and (c) in seeking, in a timely manner, to take any such actions or obtain any such consents, approvals or waivers.

**6.03 Maintenance of Companies' Records; Sharing of Information.** Buyer shall for a period of three (3) years following the Closing Date maintain all of the Companies' books, records and accounts, including, without limitation, financial information, correspondence and employment records (the "Records"), whether created before, on or after the Closing Date. Sellers shall have the right at any time during such period to have access to the Records for the limited purposes of administering the Chapter 11 Cases, concluding their involvement in the

Business and the Companies, preparing for the prosecution or defense of any claim, suit or proceeding, and complying with their obligations under applicable laws and regulations. During such three (3) year period, Sellers shall be permitted to make copies of any Records, at their sole cost and expense. Buyer shall have the right for a period of three (3) years following the Closing Date to have reasonable access to those books, records and accounts which are retained by Sellers pursuant to the terms of this Agreement to the extent that any of the foregoing relates to the Companies or is otherwise needed by Buyer in order to comply with its obligations under applicable laws and regulations.

## ARTICLE VII

### CONDITIONS TO CLOSING

**7.01 Bankruptcy Court Approval.** The parties agree that the Closing shall not occur unless and until the Sale Order, as set forth in Paragraph 2.09(b) above, is entered by the Bankruptcy Court approving this Agreement and authorizing and directing Sellers to comply with the terms of this Agreement, including executing and delivering all necessary documents and instruments contemplated hereunder, pursuant to section 363 of the Bankruptcy Code.

**7.02 Conditions to the Obligations of Each Party.** The obligations of Buyer and Sellers to consummate the Closing are subject to the satisfaction of the following conditions:

- (a) No provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Closing.
- (b) All actions by or in respect of or filings with any Governmental Authority required to permit the consummation of the Closing shall have been obtained.
- (c) The Closing shall occur only at such time as the Sale Order is in effect, i.e., entered and not then subject to any stay or injunction.

**7.03 Conditions to Obligation of Buyer.** In addition to the conditions set forth in Paragraph 7.02 above, the obligation of Buyer to consummate the Closing is subject to the satisfaction of the following conditions, each of which is for the benefit of Buyer and any one or more of which may be waived by Buyer:

- (a) The Sale Order is not subject to any pending appeal.
- (b) The representations and warranties of Sellers contained in this Agreement shall have been true and correct in all material respects at and as of the date hereof, and they shall be true and correct in all material respects at and as of the Closing Date with the same force and effect as though made at and as of that time (other than for representations and warranties that address matters only as of a certain date, which shall be true and correct in all material respects as of such certain date). Sellers shall have performed and complied with in all material respects all of their obligations required by this Agreement to be performed or complied with at or prior to the Closing Date.

(c) Sellers shall have delivered to Buyer stock certificates representing the Shares of HISM, the corporate books of each Company, and the executed Irrevocable Assignments.

(d) No material adverse change shall have occurred in the Business as reflected on the balance sheet attached hereto as Exhibit D.

**7.04 Conditions to Obligations of Sellers.** In addition to the conditions set forth in Paragraph 7.02 above, the obligation of Sellers to consummate the Closing is subject to the satisfaction of the following conditions, each of which is for the benefit of Sellers and any one or more of which may be waived by Sellers:

(a) The representations and warranties of Buyer contained in this Agreement shall have been true and correct in all material respects at and as of the date hereof, and they shall be true and correct in all material respects at and as of the Closing Date with the same force and effect as though made at and as of that time (other than for representations and warranties that address matters only as of a certain date, which shall be true and correct in all material respects as of such certain date). Buyer shall have performed and complied with in all material respects all of its obligations required by this Agreement to be performed or complied with at or prior to the Closing Date.

(b) Buyer shall have delivered the Purchase Price in cash or other immediately available funds to Buyer.

(c) All corporate authorizations required by the Companies to effectuate the (i) transfer of cash as described in Section 2.10, and (ii) the removal of intercompany debts and receivables as described in Section 2.11, have occurred.

## ARTICLE VIII

### SURVIVAL

**8.01 Survival.** Regardless of any investigation at any time (whether before or after the execution of this Agreement) made by or on behalf of any party hereto or of any information any party may have in respect thereof, the representations and warranties of Sellers contained in this Agreement shall not survive the Closing. The covenants contained in this Agreement that are performable in their entirety prior to or at Closing shall not survive the Closing, and the covenants that are able to be performed after Closing shall survive the Closing indefinitely until such are fully performed.

## ARTICLE IX

### GROUND FOR TERMINATION

**9.01 Grounds for Termination.** This Agreement may be terminated at any time prior to the Closing:

(i) by mutual written agreement of Sellers and Buyer;



(ii) by either Sellers or Buyer if consummation of the transactions contemplated hereby would violate any nonappealable final order, decree or judgment of any Governmental Authority having competent jurisdiction;

(iii) by Sellers if there has been (A) any material misrepresentation or breach by Buyer or Guarantor of any warranty, representation or agreement contained herein or (B) any failure on the part of Buyer to satisfy timely in any material respect any condition contained herein, or a breach by Buyers of any terms hereof if such breach or failure is not cured within ten Business Days of receipt of written notice thereof from Sellers;

(iv) by Buyer if there has been (A) any material misrepresentation or breach by either Seller of any warranty, representation or agreement contained herein or (B) any failure on the part of either Seller to satisfy timely in any material respect any condition contained herein, if such breach or failure is not cured within ten Business Days of receipt of written notice thereof from Buyer.

(v) by Buyer if the Closing has not occurred by the 1st day of March, 2009 for any reason, or such later date as Buyer may materially choose for any reason or for no reason.

(vi) by Sellers in accordance with 9.02 hereof.

(vii) by Sellers if the Closing has not occurred by the 13<sup>th</sup> day of March, 2009 for any reason.

**9.02 Bid Termination because of a Successful Overbid.** In the event of: (i) a selection of another higher and better offer by the Trustee at the conclusion of the Auction, and (ii) such other Successful Bid is approved by the Bankruptcy Court, Sellers will refund the Earnest Money Deposit as set forth in Section 2.01(b) above.

**9.03 Effect of Termination.** Other than the rights, remedies and payments set forth in Sections 2.01 upon a termination of this Agreement, no Party to this Agreement shall have any further liability or obligation hereunder to the other Party hereto, except that Articles IX and X shall survive any such termination.

## ARTICLE X

### MISCELLANEOUS

**10.01 Amendment and Modification.** The Parties hereto may only amend, modify and supplement this Agreement in writing.

**10.02 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

**10.03 Entire Agreement.** This Agreement, any confidentiality agreements between the parties in effect on or prior to the date hereof, and the exhibits attached hereto and thereto, contain the entire agreement of the Parties hereto with respect to the transfer of the Shares and the Assets and the other transactions contemplated herein, and supersede all prior understandings

and agreements of the Parties with respect to the subject matter hereof. Any reference herein to this Agreement shall be deemed to include the exhibits attached hereto.

**10.04 Usage.**

- (a) In this Agreement, unless a clear contrary intention appears:
  - (i) the singular number includes the plural number and vice versa;
  - (ii) reference to any person includes such person's successors and assigns;
  - (iii) reference to any gender includes each other gender;
  - (iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
  - (v) "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to this agreement as a whole and not to any particular Article, Section or other provision thereof;
  - (vi) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;
  - (vii) "or" is used in the inclusive sense of "and/or";
  - (viii) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; and
  - (ix) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.
- (b) Unless otherwise specified herein, all accounting terms used therein shall be interpreted and all accountings determinations thereunder shall be made in accordance with GAAP.
- (c) This Agreement was negotiated by the Parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.

**10.05 Headings.** The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

**10.06 Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together will constitute one and the same instrument.

**10.07 Notices.** Any notice, request, information or other document to be given hereunder to any of the Parties by any other Party shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to Sellers, addressed to:

Home Interiors & Gifts, Inc.  
c/o Dennis S. Faulkner  
Chapter 11 Trustee  
Lain Faulkner & Company, PC  
400 St. Paul, Suite 600  
Dallas, Texas 75201  
Attention: Adam Dunayer

And a copy to:

Kelly Hart & Hallman LLP  
201 Main Street, Suite 2500  
Fort Worth, Texas 76102  
Attention: Michael A. McConnell/Stephen W. Litke

If to Buyer, addressed to:

Marks Hill Mexico Direct Selling I, LLC  
2938 Brown Road  
Marshall, Texas 75672  
Attention: Clay Carlile

And a copy to:

Bill Rothschild  
Ellenberg, Ogier, Rothschild & Rosenfeld, P.C.  
170 Mitchell Street  
Atlanta, Georgia 30303-3424

Either party may change the address to which notices hereunder are to be sent to it by giving written notice of such change of address in the manner herein provided for giving notice. Any notice delivered personally shall be deemed to have been given on the date it is so delivered, and any notice delivered by registered or certified mail shall be deemed to have been given on the date it is received or refused, if delivery is refused.

**10.08 Governing Law/Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts made and to be performed herein. The Parties agree that any claim or dispute relating to or arising out of this Agreement or the transactions contemplated hereby shall be addressed solely by a state or federal court of competent jurisdiction in the State of Texas, and the Parties hereby agree to subject themselves to the jurisdiction of such court for all such purposes and agree to waive any objections thereto.

**10.09 Relationship of Parties.** Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Parties or constitute or be deemed to constitute any party hereto as agent of another party hereto, or its affiliates, for any purpose whatever, and no party hereto shall have authority or power to bind any other party, or its affiliates, or to contract in the name of or create a liability against any party hereto or its affiliates, in any way or for any purpose.

**10.10 Assignment.** No Party to this Agreement shall be entitled to transfer or assign its rights or obligations hereunder without the prior written consent of the other Party. Any attempted assignment in violation of the foregoing shall be null and void; provided that, Buyer may assign its rights hereunder to an affiliate so long as Buyer remains liable hereunder. Any attempted assignment in violation of the foregoing shall be null and void.

**10.11 Waiver.** A waiver by either of the Parties of any breach by the other Party of any of the terms, provisions or conditions of this Agreement or the acquiescence of either Party hereto in any act (whether commission or omission) which but for such acquiescence would be a breach as aforesaid, shall not constitute a general waiver of such term, provision or condition of any subsequent act contrary thereto.

**10.12 Severability.** If any provision hereof is declared invalid by a court of competent jurisdiction or to be in violation of applicable laws such provision shall be ineffective only to the extent of such invalidity or such violation, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

**10.13 Expenses.** Except as otherwise expressly provided in this Agreement, each Party shall bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement and the transactions contemplated hereby.

**10.14 No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

**10.15 "AS IS" TRANSACTION.** BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE III, SELLERS MAKE NO (AND SELLERS EXPRESSLY DISCLAIM AND NEGATE ANY) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE COMPANIES, THE BUSINESS, THE SHARES OR ANY OTHER MATTER WHATSOEVER. BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE COMPANIES, THE BUSINESS, THE SHARES AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE COMPANIES, THE BUSINESS, AND THE SHARES AS BUYER DEEMED NECESSARY OR APPROPRIATE AND THAT BUYER IS PROCEEDING WITH ITS ACQUISITION OF THE SHARES BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, SUBJECT TO BUYER'S TERMINATION RIGHTS AND CONDITIONS TO CLOSING UNDER THIS AGREEMENT, BUYER WILL ACCEPT THE SHARES AT THE CLOSING "AS IS,"

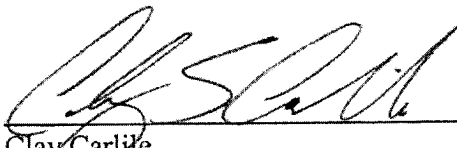
“WHERE IS,” AND “WITH ALL FAULTS” AND WITHOUT RECOURSE AGAINST SELLERS.

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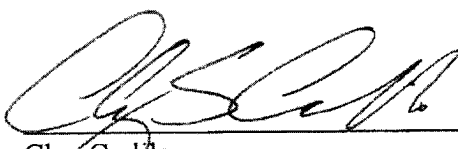
**IN WITNESS WHEREOF**, the parties hereto here caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**BUYER:**

**MARKS HILL MEXICO DIRECT SELLING I, LLC**

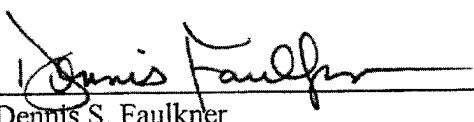
By:   
Name: Clay Carlile  
Title: Manager

**MARKS HILL MEXICO DIRECT SELLING II, LLC**

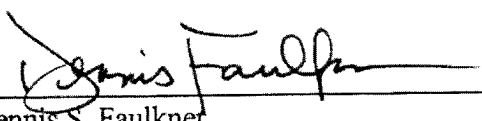
By:   
Name: Clay Carlile  
Title: Manager

**SELLERS:**

**HOME INTERIORS & GIFTS, INC.**

By:   
Name: Dennis S. Faulkner  
Title: Chapter 11 Trustee

**DWC GP, LLC**

By:   
Name: Dennis S. Faulkner  
Title: Chapter 11 Trustee

**Exhibit A**

All of Sellers right, title and interest in all trademarks used by the Companies in conducting the Business to the extent not already conveyed to Home and Garden Party, Ltd., including without limitation, those described on the attached sheets hereto.

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uhthoff gomez vega & uhthoff, s.c.

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TRADEMARKS, TRADENAMES AND COMMERCIAL SLOGANS PRINTOUT  
OWNER : 87331 HOME INTERIORS & GIFTS, INC.

DESCRIPTION AND TYPE	PHASE	NUMBER	APPLICATION DATE	GRANTING DATE	DECLARATION OF USE	RENEWAL DUE	HANDLED BY	CLASS
ONLY DESIGN TRADEMARK	REGISTRATION	480420	MAY 20, 1994	NOV 24, 1994	DEC 10, 2000	MAY 20, 2004	UGVU	35-I
ONLY DESIGN TRADEMARK	REGISTRATION	481236	MAY 20, 1994	DEC 02, 1994	DEC 10, 2000	MAY 20, 2004	UGVU	21-I
ONLY DESIGN TRADEMARK	REGISTRATION	485584	MAY 20, 1994	MAR 22, 1995	FEB 03, 2001	MAY 20, 2004	UGVU	21-I
ONLY DESIGN TRADEMARK	REGISTRATION	812918	SEP 30, 2003	NOV 18, 2003	NOV 18, 2006	SEP 30, 2013	UGVU	04-I
ONLY DESIGN TRADEMARK	REGISTRATION	812919	SEP 30, 2003	NOV 18, 2003	NOV 18, 2006	SEP 30, 2013	UGVU	04-I
ONLY DESIGN TRADEMARK	REGISTRATION	815328	SEP 30, 2003	NOV 26, 2003	NOV 26, 2006	SEP 30, 2013	UGVU	26-I
ONLY DESIGN TRADEMARK	REGISTRATION	815329	SEP 30, 2003	NOV 26, 2003	NOV 26, 2006	SEP 30, 2013	UGVU	26-I
ONLY DESIGN TRADEMARK	REGISTRATION	816955	SEP 30, 2003	DEC 12, 2003	DEC 12, 2006	SEP 30, 2013	UGVU	20-I
ONLY DESIGN TRADEMARK	REGISTRATION	816956	SEP 30, 2003	DEC 12, 2003	DEC 12, 2006	SEP 30, 2013	UGVU	20-I
ONLY DESIGN TRADEMARK	REGISTRATION	817284	SEP 30, 2003	DEC 15, 2003	DEC 15, 2006	SEP 30, 2013	UGVU	24-I
ONLY DESIGN TRADEMARK	REGISTRATION	817285	SEP 30, 2003	DEC 15, 2003	DEC 15, 2006	SEP 30, 2013	UGVU	24-I
ONLY DESIGN TRADEMARK	REGISTRATION	817286	SEP 30, 2003	DEC 15, 2003	DEC 15, 2006	SEP 30, 2013	UGVU	35-I
ONLY DESIGN TRADEMARK	REGISTRATION	817289	SEP 30, 2003	DEC 15, 2003	DEC 15, 2006	SEP 30, 2013	UGVU	35-I
ONLY DESIGN TRADEMARK	REGISTRATION	823156	SEP 30, 2003	FEB 27, 2004	FEB 27, 2007	SEP 30, 2013	UGVU	21-I
ONLY DESIGN TRADEMARK	REGISTRATION	848964	SEP 30, 2003	AUG 24, 2004	AUG 24, 2007	SEP 30, 2013	UGVU	21-I
EMPIECE AHORA!	REGISTRATION	802221	APR 11, 2003	AUG 05, 2003	AUG 05, 2006	APR 11, 2013	UGVU	35-I
ACHIEVING CONFIDENCE IN DECORATING	REGISTRATION	485580	MAY 20, 1994	MAR 22, 1995	MAR 22, 1998	MAY 20, 2004	UGVU	41-I
APPLE ORCHARD COLLECTION	REGISTRATION	796139	JUN 08, 2002	JUN 25, 2003	JUN 25, 2006	JUN 08, 2012	UGVU	21-I
ARTISTA GROVE DOMISTYLE	REGISTRATION	847032	SEP 25, 2003	AUG 17, 2004	AUG 17, 2007	SEP 25, 2013	UGVU	21-I
BAKED APPLE PIE	REGISTRATION	705471	AUG 11, 2000	JUN 29, 2001	JUN 29, 2007	AUG 11, 2010	UGVU	04-I
CANDELARIA	REGISTRATION	863692	MAY 21, 2003	DEC 15, 2004	DEC 15, 2007	MAY 21, 2013	UGVU	21-I
CANDELARIA HOME	REGISTRATION	863693	MAY 21, 2003	DEC 15, 2004	DEC 15, 2007	MAY 21, 2013	UGVU	21-I
CELEBRATING LIFE'S MOST CHERISHED MOMENTS	REGISTRATION	831725	OCT 31, 2002	APR 21, 2004	APR 21, 2007	OCT 31, 2012	UGVU	35-I
CHRISTMAS AROUND THE WORLD	APPLICATION	573291	OCT 31, 2002	-----	-----	-----	UGVU	35-I
CHRISTMAS AROUND THE WORLD	REGISTRATION	419287	NOV 28, 1991	AUG 05, 1992	JUL 25, 2007	NOV 28, 2011	UGVU	42-I
CIRCLE OF FRIENDS	REGISTRATION	485585	MAY 20, 1994	MAR 22, 1995	MAR 22, 1998	MAY 20, 2004	UGVU	21-I
COLECCION EL HUERTO DE MANZANAS	REGISTRATION	753093	MAY 23, 2002	JUN 27, 2002	JUN 27, 2005	MAY 23, 2012	UGVU	21-I
DECORAMOS VIDAS	REGISTRATION	933228	SEP 28, 2005	MAY 12, 2006	MAY 12, 2009	SEP 28, 2015	UGVU	26-I
DECORAMOS VIDAS	REGISTRATION	939784	SEP 28, 2005	JUN 26, 2006	JUN 26, 2009	SEP 28, 2015	UGVU	41-I
DECORAMOS VIDAS	REGISTRATION	962256	SEP 28, 2005	NOV 21, 2006	NOV 21, 2009	SEP 28, 2015	UGVU	21-I
DECORAMOS VIDAS	REGISTRATION	967425	SEP 28, 2005	DEC 14, 2006	DEC 14, 2009	SEP 28, 2015	UGVU	35-I
DECORANDO LA VIDA DE LOS PEQUEÑOS	REGISTRATION	818153	MAY 13, 2003	DEC 08, 2003	DEC 08, 2006	MAY 13, 2013	UGVU	35-I



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uhthoff gomez vega & uhthoff, s.c.

Date: JAN 13, 2009  
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Page: 2

TRADEMARKS, TRADENAMES AND COMMERCIAL SLOGANS PRINTOUT  
OWNER : 87331 HOME INTERIORS & GIFTS, INC.

DESCRIPTION AND TYPE	PHASE	NUMBER	APPLICATION DATE	GRANTING DATE	DECLARATION OF USE	RENEWAL DUE	HANDLED BY	CLASS
DECORANDO VIDAS TRADEMARK	REGISTRATION	778211	APR 16, 2002	FEB 12, 2003	FEB 12, 2006	APR 16, 2012	UGVU	14-I
DECORANDO VIDAS TRADEMARK	REGISTRATION	778212	APR 16, 2002	FEB 12, 2003	FEB 12, 2006	APR 16, 2012	UGVU	35-I
DECORANDO VIDAS TRADEMARK	REGISTRATION	826316	APR 16, 2002	MAR 25, 2004	MAR 25, 2007	APR 16, 2012	UGVU	41-I
DECORANDO VIDAS TRADEMARK	REGISTRATION	892863	APR 16, 2002	JUL 28, 2005	JUL 28, 2008	APR 16, 2012	UGVU	21-I
DECORANDO VIDAS TRADEMARK	REGISTRATION	996269	JUL 05, 2007	AUG 03, 2007	AUG 03, 2010	JUL 05, 2017	UGVU	16-I
DECORATING LIVES TRADEMARK	REGISTRATION	762961	OCT 12, 2001	SEP 27, 2002	SEP 27, 2005	OCT 12, 2011	UGVU	21-I
DECORATING LIVES TRADEMARK	REGISTRATION	795003	OCT 12, 2001	JUN 12, 2003	JUN 12, 2006	OCT 12, 2011	UGVU	41-I
DECORATING LIVES TRADEMARK	REGISTRATION	877967	OCT 12, 2001	APR 26, 2005	APR 26, 2008	OCT 12, 2011	UGVU	35-I
DENIM DAYS TRADEMARK	REGISTRATION	485800	MAY 20, 1994	MAR 23, 1995	MAY 21, 2007	MAY 20, 2014	UGVU	21-I
DOMISTYLE TRADEMARK	REGISTRATION	842426	JUN 03, 2004	JUL 19, 2004	JUL 19, 2007	JUN 03, 2014	UGVU	04-I
DOMISTYLE (AND DESIGN) TRADEMARK	REGISTRATION	844312	JUN 03, 2004	JUL 26, 2004	JUL 26, 2007	JUN 03, 2014	UGVU	04-I
DOUBLE MERITS TRADEMARK	REGISTRATION	485582	MAY 20, 1994	MAR 22, 1995	MAR 22, 1998	MAY 20, 2004	UGVU	35-I
GIFTS BY HOUSE OF LLOYD (AND DESIGN) TRADEMARK	REGISTRATION	525272	APR 22, 1996	JUL 05, 1996	JUL 05, 1999	APR 22, 2006	UGVU	42-I
GREATEST STORIES EVER TOLD TRADEMARK	REGISTRATION	486392	MAY 20, 1994	MAR 28, 1995	MAR 28, 1998	MAY 20, 2004	UGVU	21-I
H I & G. INC. (AND DESIGN) TRADEMARK	REGISTRATION	485137	MAY 20, 1994	MAR 16, 1995	MAR 16, 1998	MAY 20, 2004	UGVU	21-I
HI&G. INC. (AND DESIGN) TRADEMARK	REGISTRATION	480419	MAY 20, 1994	NOV 24, 1994	DEC 10, 2000	MAY 20, 2004	UGVU	16-I
HOMCO TRADEMARK	REGISTRATION	485452	MAY 20, 1994	MAR 20, 1995	MAR 20, 1998	MAY 20, 2004	UGVU	21-I
HOMCO TRADEMARK	REGISTRATION	485587	MAY 20, 1994	MAR 22, 1995	MAR 22, 1998	MAY 20, 2004	UGVU	11-I
HOMCO TRADEMARK	REGISTRATION	485801	MAY 20, 1994	MAR 23, 1995	MAR 23, 1998	MAY 20, 2004	UGVU	06-I
HOMCO DE MEXICO (AND DESIGN) TRADEMARK	REGISTRATION	512592	OCT 26, 1995	DEC 11, 1995	JAN 05, 2002	OCT 26, 2005	UGVU	21-I
HOMCO DE MEXICO (AND DESIGN) TRADEMARK	REGISTRATION	512593	OCT 26, 1995	DEC 11, 1995	JAN 05, 2002	OCT 26, 2005	UGVU	21-I
HOMCO DE MEXICO (AND DESIGN) TRADEMARK	REGISTRATION	512594	OCT 26, 1995	DEC 11, 1995	JAN 05, 2002	OCT 26, 2005	UGVU	21-I
HOMCO DE MEXICO (AND DESIGN) TRADEMARK	REGISTRATION	512595	OCT 26, 1995	DEC 11, 1995	JAN 05, 2002	OCT 26, 2005	UGVU	21-I
HOMCOLAND TRADEMARK	REGISTRATION	814710	OCT 29, 2003	NOV 25, 2003	NOV 25, 2006	OCT 29, 2013	UGVU	35-I
HOME DOMISTYLE (AND DESIGN) TRADEMARK	REGISTRATION	847617	JUN 03, 2004	AUG 18, 2004	AUG 18, 2007	JUN 03, 2014	UGVU	04-I
HOME EN LINEA TRADEMARK	REGISTRATION	794643	MAY 13, 2003	MAY 30, 2003	NOV 16, 2006	MAY 13, 2013	UGVU	35-I
HOME INTERIORS TRADEMARK	REGISTRATION	485586	MAY 20, 1994	MAR 22, 1995	MAY 21, 2007	MAY 20, 2014	UGVU	42-I
HOME INTERIORS (AND DESIGN) TRADEMARK	REGISTRATION	810643	SEP 18, 2003	OCT 22, 2003	OCT 22, 2006	SEP 18, 2013	UGVU	04-I
HOME INTERIORS TRADEMARK	REGISTRATION	812512	SEP 30, 2003	NOV 14, 2003	NOV 14, 2006	SEP 30, 2013	UGVU	04-I
HOME INTERIORS TRADEMARK	REGISTRATION	812513	SEP 30, 2003	NOV 14, 2003	NOV 14, 2006	SEP 30, 2013	UGVU	21-I
HOME INTERIORS TRADEMARK	REGISTRATION	812514	SEP 30, 2003	NOV 14, 2003	NOV 14, 2006	SEP 30, 2013	UGVU	35-I
HOME INTERIORS TRADEMARK	REGISTRATION	812515	SEP 30, 2003	NOV 14, 2003	NOV 14, 2006	SEP 30, 2013	UGVU	26-I

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TRADEMARKS, TRADENAMES AND COMMERCIAL SLOGANS PRINTOUT  
OWNER : 87331 HOME INTERIORS & GIFTS, INC.

DESCRIPTION AND TYPE	PHASE	NUMBER	APPLICATION DATE	GRANTING DATE	DECLARATION OF USE	RENEWAL DUE	HANDLED BY	CLASS
HOME INTERIORS								
TRADEMARK	REGISTRATION	812616	SEP 30, 2003	NOV 14, 2003	NOV 14, 2006	SEP 30, 2013	UGVU	20-I
HOME INTERIORS (AND DESIGN)								
TRADEMARK	REGISTRATION	813739	SEP 18, 2003	NOV 24, 2003	NOV 24, 2006	SEP 18, 2013	UGVU	20-I
HOME INTERIORS (AND DESIGN)								
TRADEMARK	REGISTRATION	815243	SEP 18, 2003	NOV 26, 2003	NOV 26, 2006	SEP 18, 2013	UGVU	26-I
HOME INTERIORS (AND DESIGN)								
TRADEMARK	REGISTRATION	817288	SEP 30, 2003	DEC 15, 2003	DEC 15, 2006	SEP 30, 2013	UGVU	35-I
HOME INTERIORS (AND DESIGN)								
TRADEMARK	REGISTRATION	842018	SEP 18, 2003	JUL 16, 2004	JUL 16, 2007	SEP 18, 2013	UGVU	21-I
HOME INTERIORS (AND DESIGN)								
TRADEMARK	REGISTRATION	848950	SEP 18, 2003	AUG 24, 2004	AUG 24, 2007	SEP 18, 2013	UGVU	24-I
HOME INTERIORS								
TRADEMARK	REGISTRATION	873010	SEP 18, 2003	MAR 28, 2005	MAR 28, 2008	SEP 18, 2013	UGVU	24-I
HOME INTERIORS & GIFTS								
TRADEMARK	REGISTRATION	483999	MAY 20, 1994	FEB 13, 1995	MAY 21, 2007	MAY 20, 2014	UGVU	06-I
HOME INTERIORS & GIFTS								
TRADEMARK	REGISTRATION	485583	MAY 20, 1994	MAR 22, 1995	MAY 21, 2007	MAY 20, 2014	UGVU	21-I
HOME INTERIORS & GIFTS								
TRADEMARK	REGISTRATION	486819	MAY 20, 1994	APR 07, 1995	MAY 21, 2007	MAY 20, 2014	UGVU	11-I
HOME INTERIORS & GIFTS, INC. (AND DESIGN)								
TRADEMARK	REGISTRATION	481235	MAY 20, 1994	DEC 02, 1994	DEC 10, 2000	MAY 20, 2004	UGVU	16-I
HOME INTERIORS & GIFTS, INC. (AND DESIGN)								
TRADEMARK	REGISTRATION	485966	MAY 20, 1994	MAR 24, 1995	MAR 24, 1998	MAY 20, 2004	UGVU	25-I
HOME INTERIORS & GIFTS, INC. (AND DESIGN)								
TRADEMARK	REGISTRATION	486772	MAY 20, 1994	JUL 06, 1995	JUL 06, 1998	MAY 20, 2004	UGVU	21-I
HOME INTERIORS AND GIFTS (AND DESIGN)								
TRADEMARK	REGISTRATION	707675	MAR 23, 2000	JUL 27, 2001	JUL 27, 2007	MAR 23, 2010	UGVU	42-I
HOME INTERIORS AND GIFTS (AND DESIGN)								
TRADEMARK	REGISTRATION	848422	APR 08, 2003	AUG 23, 2004	AUG 23, 2007	APR 08, 2013	UGVU	21-I
HOME INTERIORS DE MEXICO								
TRADEMARK	REGISTRATION	656348	JUL 30, 1999	MAY 30, 2000	MAY 30, 2003	JUL 30, 2009	UGVU	42-I
HOME INTERIORS KIDS								
TRADEMARK	REGISTRATION	818236	NOV 17, 2003	JAN 22, 2004	JAN 22, 2007	NOV 17, 2013	UGVU	20-I
HOME INTERIORS KIDS								
TRADEMARK	REGISTRATION	837287	OCT 17, 2003	JUN 16, 2004	JUN 16, 2007	OCT 17, 2013	UGVU	24-I
HOME INTERIORS SERVICES								
TRADEMARK	REGISTRATION	834705	NOV 13, 2002	MAY 31, 2004	MAY 31, 2007	NOV 13, 2012	UGVU	35-I
HOME INTERIORS WE DECORATE LIVES (AND DESIGN)								
TRADEMARK	REGISTRATION	813738	SEP 18, 2003	NOV 24, 2003	NOV 24, 2006	SEP 18, 2013	UGVU	20-I
HOME INTERIORS WE DECORATE LIVES (AND DESIGN)								
TRADEMARK	REGISTRATION	814368	SEP 18, 2003	NOV 25, 2003	NOV 25, 2006	SEP 18, 2013	UGVU	04-I
HOME INTERIORS WE DECORATE LIVES (AND DESIGN)								
TRADEMARK	REGISTRATION	815242	SEP 18, 2003	NOV 28, 2003	NOV 26, 2006	SEP 18, 2013	UGVU	26-I
HOME INTERIORS WE DECORATE LIVES (AND DESIGN)								
TRADEMARK	REGISTRATION	817287	SEP 30, 2003	DEC 15, 2003	DEC 15, 2006	SEP 30, 2013	UGVU	35-I
HOME INTERIORS WE DECORATE LIVES (AND DESIGN)								
TRADEMARK	REGISTRATION	842017	SEP 18, 2003	JUL 16, 2004	JUL 16, 2007	SEP 18, 2013	UGVU	21-I
HOME INTERIORS WE DECORATE LIVES (AND DESIGN)								
TRADEMARK	REGISTRATION	848958	SEP 18, 2003	AUG 24, 2004	AUG 24, 2007	SEP 18, 2013	UGVU	24-I
HOME INTERIORS SERVICES								
TRADEMARK	REGISTRATION	656349	JUL 30, 1999	MAY 30, 2000	MAY 30, 2003	JUL 30, 2009	UGVU	42-I
HOME ONLINE								
TRADEMARK	REGISTRATION	809766	JAN 15, 2002	OCT 14, 2003	OCT 14, 2006	JAN 15, 2012	UGVU	35-I
HOUSE OF LLOYD								
TRADEMARK	REGISTRATION	430330	NOV 28, 1991	JAN 28, 1993	JUL 25, 2007	NOV 28, 2011	UGVU	42-I
INTERIORS (AND DESIGN)								
TRADEMARK	REGISTRATION	826941	JUN 03, 2003	MAR 29, 2004	MAR 29, 2007	JUN 03, 2013	UGVU	35-I
LEYENDAS DEL JARDIN								
TRADEMARK	REGISTRATION	802235	MAY 13, 2003	AUG 05, 2003	AUG 05, 2006	MAY 13, 2013	UGVU	16-I
MASTERPIECE PORCELAIN								
TRADEMARK	REGISTRATION	726306	SEP 05, 2001	NOV 30, 2001	NOV 30, 2007	SEP 05, 2011	UGVU	21-I
NAVIDAD ALREDEDOR DEL MUNDO								
TRADEMARK	REGISTRATION	604536	FEB 04, 1999	MAR 29, 1999	MAR 29, 2002	FEB 04, 2009	UGVU	42-I

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TRADEMARKS, TRADENAMES AND COMMERCIAL SLOGANS PRINTOUT  
OWNER : 87331 HOME INTERIORS & GIFTS, INC.

DESCRIPTION AND TYPE	PHASE	NUMBER	APPLICATION DATE	GRANTING DATE	DECLARATION OF USE	RENEWAL DUE	HANDLED BY	CLASS
THE NEWS FROM HOME TRADEMARK	REGISTRATION	486820	MAY 20, 1994	APR 07, 1995	FEB 03, 2001	MAY 20, 2004	UGVU	16-I
TOTAL HOSTESS SERVICE PLAN TRADEMARK	REGISTRATION	485581	MAY 20, 1994	MAR 22, 1995	MAR 22, 1998	MAY 20, 2004	UGVU	35-I
TWO RIVERS DOMISTYLE TRADEMARK	REGISTRATION	812488	SEP 25, 2003	NOV 14, 2003	NOV 14, 2006	SEP 25, 2013	UGVU	14-I
TWO RIVERS DOMISTYLE TRADEMARK	REGISTRATION	814459	SEP 25, 2003	NOV 25, 2003	NOV 25, 2006	SEP 25, 2013	UGVU	20-I
TWO RIVERS DOMISTYLE (AND DESIGN) TRADEMARK	REGISTRATION	818153	SEP 25, 2003	JAN 22, 2004	JAN 22, 2007	SEP 25, 2013	UGVU	14-I
TWO RIVERS DOMISTYLE (AND DESIGN) TRADEMARK	REGISTRATION	819047	SEP 25, 2003	JAN 26, 2004	JAN 26, 2007	SEP 25, 2013	UGVU	20-I
TWO RIVERS DOMISTYLE (AND DESIGN) TRADEMARK	REGISTRATION	869684	SEP 25, 2003	FEB 25, 2005	FEB 25, 2008	SEP 25, 2013	UGVU	21-I
UN COPRE LLENO DE ESPERANZA TRADEMARK	REGISTRATION	817143	NOV 10, 2003	DEC 12, 2003	DEC 12, 2006	NOV 10, 2013	UGVU	36-I
UNA COLECCION DE IDEAS TRADEMARK	REGISTRATION	794706	MAY 13, 2003	JUN 05, 2003	JUN 05, 2006	MAY 13, 2013	UGVU	35-I

TOTAL .....: 105

**Exhibit B**

**ALLOCATION OF PURCHASE PRICE AMONG THE SHARES**

One Million Two Hundred Forty-Three Thousand Seven Hundred Fifty Dollars of the Purchase Price is allocated to the Stock in HISM and Six Thousand Two Hundred Fifty Dollars is allocated to the Membership Interests in HIM.

**Exhibit C**

**IRREVOCABLE ASSIGNMENT**

Effective as of \_\_\_\_\_, 200\_

For value received, the undersigned assigns and transfer to Marks Hill Mexico Direct Selling I, LLC, a Texas limited liability company, 49,999 shares of the common stock, "A" Series, par value \$1.00 Mexican Peso per share, of Home Interiors Services de Mexico, S.A. de C.V., a Mexican corporation (*sociedad anónima de capital variable*) (the "Company"), represented by Certificate No. 1, standing in the name of the undersigned on the books of the Company.

The undersigned does hereby irrevocably instruct the Secretary or the sole director of the Company to prepare and execute an entry in the Stock Registry Books of the Company to evidence the transfer of the said stock.

Home Interiors & Gifts, Inc.,  
a Texas corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IRREVOCABLE ASSIGNMENT**

Effective as of \_\_\_\_\_, 200\_

For value received, the undersigned assigns and transfer to Marks Hill Mexico Direct Selling II, LLC, a Texas limited liability company, 1 share of the common stock, "A" Series, par value \$1.00 Mexican Peso per share, of Home Interiors Services de Mexico, S.A. de C.V., a Mexican corporation (*sociedad anónima de capital variable*) (the "Company"), represented by Certificate No. 2, standing in the name of the undersigned on the books of the Company.

The undersigned does hereby irrevocably instruct the Secretary or the sole director of the Company to prepare and execute an entry in the Stock Registry Books of the Company to evidence the transfer of the said stock.

DWC GP, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IRREVOCABLE ASSIGNMENT**

Effective as of \_\_\_\_\_, 200\_

For value received, the undersigned assigns and transfer to Marks Hill Mexico Direct Selling II, LLC, a Texas limited liability company, one membership interest in the equity of Home Interiors Services de Mexico, S. de R.L. de C.V., a Mexican limited liability company (*sociedad responsabilidad limitada de capital variable*) (the "Company"), with par value of \$24,655,303.00 Mexican Pesos, of which \$49,900.00 Mexican Pesos correspond to the minimum of fixed capital and \$24,605,303.00 Mexican Pesos correspond to the variable portion of the capital.

The undersigned does hereby irrevocably instruct the Secretary or the sole manager of the Company to prepare and execute an entry in the Partners' Special Book of the Company to evidence the transfer of the said membership interest.

Home Interiors & Gifts, Inc.,  
a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IRREVOCABLE ASSIGNMENT**

Effective as of \_\_\_\_\_, 200\_

For value received, the undersigned assigns and transfer to Marks Hill Mexico Direct Selling I, LLC, a Texas limited liability company, one membership interest of the minimum fixed capital stock of Home Interiors Services de Mexico, S. de R.L. de C.V., a Mexican limited liability company (*sociedad responsabilidad limitada de capital variable*) (the "Company"), with par value of \$100.00 Mexican Pesos.

The undersigned does hereby irrevocably instruct the Secretary or the sole manager of the Company to prepare and execute an entry in the Partners' Special Book of the Company to evidence the transfer of the said membership interest.

DWC GP, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Exhibit D**

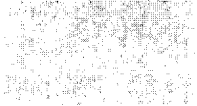
**BALANCE SHEET**

Attached hereto and incorporated herein.

**Home Interiors de Mexico**  
**Balance Sheet**  
**January, 2009**

	MXP	Exch. Rate
<b>ASSETS</b>		
<b>Current:</b>		
Cash on Hand & in Banks	23,420,877	13.9325
<b>Accounts Receivables</b>		
Customers	9,801,386	13.9325
Debtors	145,709	13.9325
Payments in Advance	18,701,614	13.9325
Prepaid Taxes	92,424,878	13.9325
Inventory	57,924,464	13.9325
Other Accounts Receivables	1,177	13.9325
Other Current Assets	1,268,877	13.9325
<b>Total Current Assets</b>	<b>203,688,982</b>	
<b>Fixed</b>		
Property and Equipment	47,831,129	13.9325
Less: Accumulated Depreciation & Amort.	-34,418,800	13.9325
<b>Net Property, Plant and Equip.</b>	<b>13,412,329</b>	
<b>Deferred</b>		
Other Assets	2,870,856	13.9325
<b>Total Deferred Assets</b>	<b>2,870,856</b>	
<b>TOTAL ASSETS</b>	<b>219,972,166</b>	
<b>LIABILITIES</b>		
<b>Short Term</b>		
Accounts Payable Affiliated Companies	19,626,428	13.9325
Other Accounts Payable Short Term	9,902,769	13.9325
Accruals	33,220,487	13.9325
Cash Advanced from Displayers	2,669,018	13.9325
Taxes Payable	26,970,819	13.9325
<b>Total Liabilities</b>	<b>92,389,521</b>	
<b>EQUITY</b>		
Capital Stock	31,082,380	9.2622
Retained Earnings	99,201,179	13.3114

Net Income	-2,700,914	13.9325
Translation Adjustment		
<b>Total Equity</b>	<b>127,582,645</b>	
<b>TOTAL LIABILITIES + EQUITY</b>	<b>219,972,166</b>	



USD

1,681,025
703,491
10,458
1,342,301
6,633,761
4,157,507
84
91,073
<b>14,619,701</b>
3,433,061
-2,470,397
<b>962,665</b>
206,055
<b>206,055</b>
<b>15,788,420</b>
=====
1,408,680
710,768
2,384,388
191,568
1,935,821
<b>6,631,223</b>
3,355,831
7,452,348

-193,857  
(1,457,125)

9,157,197

**15,788,420**

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**Exhibit E**

**Assignment of Trademarks and Servicemarks**

THIS ASSIGNMENT OF TRADEMARKS AND SERVICEMARKS is made as of February \_\_\_\_, 2009, by and between HOME INTERIORS & GIFTS, INC., a Texas corporation, and DWC GP, LLC, a Delaware limited liability company (each, an "Assignor", and collectively, the Assignors"), and Marks Hill Mexico Direct Selling I, LLC, a Texas limited liability company ("Assignee").

WHEREAS, in connection with that certain Stock Purchase Agreement between Assignors and Assignee dated February \_\_, 2009 (the "Agreement"), Assignors have agreed to transfer to Assignee the entire rights, titles and interests that Assignors may have, if any, in and to all trademarks and servicemarks of Assignors and any goodwill associated therewith (collectively, the "Marks"); and

WHEREAS, pursuant to the Agreement, Assignee is the successor to certain business assets related to that portion of Assignors' business to which the Marks pertain.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Without in anyway limiting any representations or warranties contained in the Agreement with respect to the Marks named therein, Assignors hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, the entire right, title and interest in and to the Marks, if any, including domestic and foreign rights, that Assignors may have, if any, including without limitation: (i) all goodwill associated therewith; (ii) any and all trademark applications and/or renewals and all registrations or certificates that may be issued or granted therefore; (iii) all income, royalties, damages and payments now or hereafter due or payable in respect to the Marks; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Marks, throughout the entire world; and (v) the right throughout the world to file applications and/or renewals and obtain trademark registrations in the Marks or marks similar thereto in Assignee's own name including, without limitation, all rights of priority.

Notwithstanding the foregoing, Assignee is not assuming any liabilities or obligations related to the Marks to the extent arising from or related to the period prior to the date hereof. Following the date hereof, Assignors shall not retain any rights in the Marks or any other marks confusingly similar to the Marks. Assignors shall not, at any time following the date hereof, contest the validity of the Marks or the validity of the assignment of the Marks by Assignor to Assignee.

IN WITNESS WHEREOF, Assignors and Assignee have caused their duly authorized officers to execute this assignment as of the date written above.

ASSIGNORS:

HOME INTERIORS & GIFTS, INC.,  
a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DWC GP, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

MARKS HILL MEXICO DIRECT SELLING I,  
LLC, a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_