

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA

In re: ) Chapter 11  
)  
Trendset, Inc., ) Case No. 13-02225-hb  
)  
Debtor. )  
\_\_\_\_\_ )

GLOBAL NOTES TO DEBTOR'S  
SCHEDULES OF ASSETS AND LIABILITIES  
AND STATEMENTS OF FINANCIAL AFFAIRS

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Katie Goodman, as Chapter 11 Trustee (the "Trustee") of the above-captioned debtor ("Trendset" or the "Debtor"), hereby submits the Schedules of Assets and Liabilities (the "Schedules") and Statements of Financial Affairs (the "SOFAs") of the Debtor pursuant to 11 U.S.C. § 521, Rule 1007 of the Federal Rules of Bankruptcy Procedure.

1. These global notes (the "Global Notes") regarding the Debtor's Schedules and SOFAs comprise an integral part of the Schedules and SOFAs filed on behalf of the Debtor, and should be referenced in connection with any review of the Schedules and SOFAs.

2. The Schedules and SOFAs prepared by the Trustee for the Debtor are unaudited, and were prepared with data available as near as possible to April 15, 2013, the date of commencement of the Debtor's chapter 11 case (the "Petition Date"). Although the Trustee made every reasonable effort to ensure that the Schedules and SOFAs are accurate and complete based on information that was available at the time of preparation, inadvertent errors or omissions may exist, and subsequent information or discovery may result in material changes to the Schedules and SOFAs, including, but not limited to, the discovery of prepetition invoices that were not available (or that the Debtor had not yet received) at the time the Schedules and SOFAs were prepared. Accordingly, the Schedules and SOFAs remain subject to further review and verification by the Trustee, and the Trustee reserves the right to amend the Schedules and SOFAs from time-to-time as may be necessary or appropriate. Nothing contained in the Schedules and SOFAs shall constitute, or be deemed, a waiver of any rights, claims or defenses of the Debtor or the Trustee against any third party, or with respect to any aspect of this chapter 11 case or any related litigation or arbitration. Except as otherwise agreed pursuant to a stipulation, agreed order, or general order entered by the Bankruptcy Court, nothing contained in the Schedules and SOFAs is intended or should be construed as an admission or stipulation of the validity of any claim against the Debtor, or as a waiver of the Trustee's or the Debtor's rights to dispute any claim or assert any cause of action or

defense against any party, and the Trustee reserves all rights to dispute or challenge the characterization of the structure of any transaction or any document or instrument related to a creditor's claim.

3. The Schedules and SOFAs do not purport to represent financial statements prepared in accordance with U.S. Generally Accepted Accounting Principles. The preparation of the Schedules and SOFAs required the Trustee to make estimates and assumptions with respect to the reported amounts of assets and liabilities, the amount of contingent assets and contingent liabilities, and the reported amounts of any revenues and expenses during the applicable reporting periods. Actual results could differ from the estimates.

4. Any failure to designate a claim on the Debtor's Schedules and/or SOFAs as "disputed," "contingent" or "unliquidated" does not constitute an admission that such claim is "undisputed," "non-contingent" or "liquidated." The Trustee reserves the right to dispute, or to assert offsets or defenses to, any claim reflected on the Debtor's Schedules and SOFAs as to amount, liability, priority, secured or unsecured status, or classification, or to otherwise designate any claim as "disputed," "contingent" or "unliquidated" by filing and serving an appropriate amendment. The Trustee reserves the right to amend the Debtor's Schedules and/or SOFAs as necessary and/or appropriate.

5. It would be prohibitively expensive, unduly burdensome, and an inefficient use of estate assets for the Trustee to obtain current market valuations of all of the Debtor's assets. Accordingly, unless otherwise indicated, net book values as of the Petition Date are reflected on the Schedules and SOFAs. For this reason, amounts ultimately realized may vary from net book value, and such variances may be material. In addition, the amounts shown for total liabilities exclude any items identified as "unknown" or "undetermined" and, thus, ultimate liabilities may differ materially from those stated in the Schedules and SOFAs. The Trustee reserves the right to amend or adjust the value of any asset or liability set forth in the Schedules and SOFAs.

6. Despite reasonable efforts, the Trustee may not have identified and/or set forth all causes of action or defenses against third parties in the Debtor's Schedules and SOFAs. The Trustee reserves any and all rights with respect to any causes of action or defenses the Trustee or Debtor may have, and neither these Global Notes nor the Schedules and SOFAs shall be deemed a waiver of any such causes of action, nor may they be used in any litigation in this, or related to this, chapter 11 case.

7. Information requested by the Schedules and SOFAs requires the Trustee to make judgments regarding the appropriate category in which information should be presented or how certain parties, claims or other data should be labeled. The Trustee's decisions regarding the category or label to use is based on the best information available as of the filing of these Schedules and SOFAs within the time constraints imposed by the Bankruptcy Code, Bankruptcy Rules and orders of the Bankruptcy Court. The Trustee may have excluded certain immaterial or unknown assets and liabilities. The Trustee reserves the right to modify, change or delete any information in the Schedules and

SOFAs by amendment, including to the extent some information currently presented should be moved to a different category or labeled in a different way.

8. These Global Notes are in addition to any specific notes set forth in the Schedules, SOFAs and/or herein. The fact that the Trustee may have prepared a specific note with respect to any of the Schedules and SOFAs and not to others should not be interpreted in any way, and specifically should not be interpreted as a decision by the Trustee to exclude the applicability of any Global Note to any of the Debtor's Schedules and SOFAs.

9. To the best of the Trustee's knowledge, the Debtor did not prepare formal financial statements or maintain an accurate accounting system. The information presented in the SOFA's and Schedules is on a best efforts basis given the time constraints imposed by the Bankruptcy Code, Bankruptcy Rules and orders of the Bankruptcy Court.

10. All totals that are included in the Schedules and SOFAs represent totals of the liquidated amounts for the individual schedule and/or SOFA entry for which they are listed. To the extent there are unknown or undetermined amounts, the actual total may be materially different than the listed total. The description of an amount as "unknown," "TBD," or "undetermined" is not intended to reflect upon the materiality of such amount.

11. Potential deferred and/or unaccrued taxes have not been included in the Schedules and SOFAs to the extent the Trustee did not have sufficient information to include at the time of preparation of the Schedules and SOFAs.

12. Although the Trustee may have scheduled claims of various creditors as secured claims on Schedule D, except as otherwise agreed pursuant to a stipulation, agreed order, or general order entered by the Bankruptcy Court, the Trustee reserves the right to dispute or challenge the secured nature or the validity 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. The descriptions provided in Schedule D are intended only to be a summary. Without limiting the foregoing, the inclusion on Schedule D of creditors that have asserted liens of any nature is not intended to be an acknowledgement of the validity, extent, or priority of any such liens, and the Trustee reserves her rights to challenge such liens and the underlying claims on any ground whatsoever, except as otherwise agreed pursuant to a stipulation, agreed order, or general order entered by the Bankruptcy Court. Reference to the applicable agreements and other related relevant 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 SOFAs shall be deemed a modification or interpretation of the terms of any such agreements.

13. The Trustee reserves the right to dispute or challenge whether creditors listed on Schedule E are entitled to priority claims. Schedule E does not include priority employee claims that were paid pursuant to the Order Granting Debtor's Motion

Authorizing Debtor To Pay Certain Pre-Petition Wage And Employee Benefit Claims [Docket Entry No. 56] Also, the Trustee has omitted from the responses to SOFA question #3b payments made to employees within 90 days of the Petition Date.

14. The liabilities identified in Schedule F are derived from the Debtor's books and records. The Trustee has made a commercially reasonable attempt to set forth the Debtor's unsecured obligations, although the actual amount of claims against the Debtor may vary materially from those liabilities represented on Schedule F. The listed liabilities may not reflect the correct amount of any unsecured creditor's allowed claim or the correct amount of all unsecured claims. Parties in interest should not anticipate that the relationship of aggregate asset values and aggregate liabilities set forth in the Schedules and SOFAs will reflect their ultimate recoveries in this case. Parties in interest should consult their own professionals and/or advisors with respect to pursuing a claim. Actual liabilities and assets may deviate materially from the Schedules and SOFAs due to many factors including events that occur throughout the duration of this chapter 11 case and upon the potential discovery of additional information.

15. The claims listed on Schedule F arose or were incurred on various dates. In certain instances, the date on which a claim arose may be unknown or subject to dispute. The Trustee does not list a date for each claim listed on Schedule F as such efforts would be unduly burdensome or cost prohibitive.

16. In certain instances, the Debtor may be a co-obligor with respect to scheduled claims, and no claim set forth on Schedule F is intended to acknowledge or bind the Debtor or the Trustee to pay or recognize claims of creditors that are otherwise satisfied or discharged by other entities.

17. The descriptions provided in Schedule F are intended only to be a summary. Nothing in the Global Notes or the Schedules and SOFAs shall be deemed to be a modification or interpretation of the terms of such agreements. The claims of individual creditors for, among other things, merchandise, goods, or services are listed based on the amounts listed on the Debtor's books and records and may not reflect credits or allowances due from such creditor. The Trustee reserves all of her rights respecting such credits or allowances.

18. The dollar amounts listed in Schedule F may be exclusive of contingent and unliquidated amounts. All parties to executory contracts and unexpired leases, including those listed on Schedule G, are holders of contingent and unliquidated unsecured claims arising from (i) obligations under those executory contracts and unexpired leases and/or (ii) rejection damages in the event that any such executory contracts and unexpired leases are rejected. Not all such claims are duplicated on Schedule F.

19. The Debtor's business is complex. While commercially reasonable efforts have been made to ensure the accuracy of Schedule G regarding the Debtor's executory contracts and unexpired leases, inadvertent errors, omissions, or over-inclusions may

have occurred. Listing a contract, lease or agreement on Schedule G does not constitute an admission that such contract, lease or agreement is an executory contract or unexpired lease or that such contract, lease or agreement was in effect on the Petition Date or is valid or enforceable. The Trustee reserves all of her rights to dispute the validity, effectiveness, status, or enforceability of any contracts, agreements, or leases set forth in Schedule G (including, but not limited to, whether any lease is a true lease or financing arrangement) and to amend or supplement Schedule G as necessary.

20. 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, restatement, waivers, estoppel certificates, letter and other documents, instruments, and agreements which may not be listed therein. Where the Debtor may be party to an agreement that has expired by its terms, but where all parties thereto continue to operate under the agreement, out of an abundance of caution the Trustee may have listed such agreement on Schedule G. The inclusion of such contracts or agreements on Schedule G is not an admission that any such contract or agreement is an executory contract or unexpired lease.

21. Certain of the leases and contracts listed on Schedule G may contain certain renewal options, guarantees of payment, options to purchase, rights of first refusal, and other miscellaneous rights. Such rights, powers, duties, and obligations may not be set forth separately on Schedule G. Nothing in Schedule G shall operate as a bar to the right to treat such agreements as severable. In addition, the Debtor may have entered into various other types of agreements in the course of the Debtor's business, such as easements, rights of way, subordination agreements, nondisturbance agreements, supplemental agreements, amendments, letter agreements, title agreements, and confidentiality agreements. Such documents may not be set forth on Schedule G. Schedule G may not include certain stand alone purchase orders for goods or equipment or nondisclosure agreements.

22. Omission of a contract, lease or agreement from Schedule G does not constitute an admission that such omitted contract, lease or agreement is not an executory contract or unexpired lease. The Trustee's or the Debtor's rights under the Bankruptcy Code with respect to any such omitted contracts or agreements are not impaired by any such omission.

23. The responses to SOFA questions #17a, 17b, and 17c and other SOFA questions were made to the best of the Trustee's knowledge and by reviewing documents contained in the Debtor's files. The answers to these questions do not take into account or reflect, as to the Debtor's facilities and assets, information from any time period before the Debtor's acquisition or occupation of such facilities and assets or any outside research.


24. Except as may be otherwise indicated in the SOFAs or the Schedules, the Trustee has included payments made by the Debtor during the one-year period preceding the Petition Date to persons deemed an "insider," as that term is defined in section 101(31)

of the Bankruptcy Code. The Trustee does not take any position with respect to (a) any such person's influence over the control of the Debtor, (b) the management responsibilities or functions of any such person, (c) the decision-making or corporate authority of any such person, or (d) whether any such person could successfully argue that he or she is not an "insider" under applicable law.

25. The Trustee specifically reserves the right to amend, modify, supplement, correct, change, or alter any part of the Schedules, SOFAs and Global Notes as and to the extent necessary and as she deems appropriate.

*[signature follows on next page]*

This 3rd day of June, 2013.

  
Katie S. Goodman, solely as  
Chapter 11 Trustee of Trendset, Inc.

**United States Bankruptcy Court**  
**DISTRICT OF SOUTH CAROLINA**

In re Trendset, Inc.  
 Debtor

Case No. 13-02225-hb

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 from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also 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	5	\$ 5,858,667.25		
C - Property Claimed As Exempt	No	0			
D - Creditors Holding Secured Claims	Yes	1		\$ 675,969.69	
E - Creditors Holding Unsecured Priority Claims	Yes	12		\$ 9,564.74	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	10		\$ 68,212,533.63	
G - Executory Contracts and Unexpired Leases	Yes	9			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	No	0			\$
J - Current Expenditures of Individual Debtor(s)	No	0			\$
<b>TOTAL</b>		<b>39</b>	<b>\$ 5,858,667.25</b>	<b>\$ 68,898,068.06</b>	



In re Trendset, Inc.,  
Debtor

Case No. 13-02225-hb  
(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 co-tenant 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 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 KNOWN				

Total \$ 0.00

(Report also on Summary of Schedules)

In re Trendset, Inc.  
Debtor

Case No. 13-02225-hb  
(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 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	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	H U S B A N D, W I F E, J O I N T, O R C O M M U N I T Y	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.		petty cash petty cash - Mexican pesos (converted to USD)		\$ 45.33 288.00
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.		See attached Exhibit B-2		5,138,687.21
3. Security deposits with public utilities, telephone companies, landlords, and others.		There are no known deposits		
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			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		The Debtor is the insured party under insurance policies issued by (a) Chubb & Son, a division of Federal Insurance Company and (b) Nationwide. The Trustee has filed claims under the D&O, E&O, Crime, Employment Practices, Fiduciary Liability, Commercial Inland Marine and Business Owner's Policies.		Unknown
10. Annuities. Itemize and name each issuer.	X			

In re Trendset, Inc.  
Debtor

Case No.

13-02225-hb  
(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
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. 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X	See Exhibit B-13		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.		Accounts Receivable. Note that a portion of the Debtor's Accounts Receivables might be subject to claims for set off, and many of the accounts are significantly past due. The book value of the A/R as of 4/15/13 was \$6,226,534 however it is only believed to have been worth \$447,838 (Current A/R from unaffected customers)		447,838.00
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - 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.		Restitution of former employee found guilty of theft.  Debt collection judgement against Alm Brokerage Inc. / Alm Transportation Inc. (2005-CP-23-07697)		45,571.71
22. Patents, copyrights, and other intellectual property. Give particulars.		The Debtor has significant intellectual property in its proprietary software, systems, and methodologies.		Unknown

In re **Trendset, Inc.**  
Debtor

Case No.

**13-02225-hb**  
(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
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) 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, and other vehicles and accessories.		For details regarding owned automobiles see the Motion of the Chapter 11 Trustee for an Order Approving and Authorizing the Sale of Certain Property of the Debtor Free and Clear of All Liens, Claims and Encumbrances Without Further Order of the Court and Memorandum of Law in Support and Proposed Order. [Docket #116]		\$228,357
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		Office furniture located at 4 Interchange Boulevard and 12 Interchange Boulevard Greenville, South Carolina		Unknown
29. Machinery, fixtures, equipment and supplies used in business.		Computer hardware and software including servers, work stations, printers and document scanning equipment located at 4 Interchange Boulevard, 12 Interchange Boulevard and the Columbia Disaster Recovery Center		Unknown
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	Debtor may have claims and causes of action against or related to any and all insiders of the Debtor, current and former management and officers of the Debtor, and owners of the Debtor and reserves any and all rights with respect thereto.		Unknown

2

continuation sheets attached

Total

\$ 5,858,667.25

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

Trendset, Inc.

Case No. 13-02225-hb

**SCHEDULE B - PERSONAL PROPERTY**  
**EXHIBIT B-2**  
Checking, Savings, or Other Financial Accounts

<u>Description and Location of Property</u>			<u>Current Market Value of Debtor's Interest in Property</u>	<u>Currency</u>
<u>Institution</u>	<u>Account #</u>	<u>Type of Account</u>		
Bank of America	0111	Demand deposit	194,037.78	USD
Bank of America	9999	Demand deposit	31,388.21	USD
Bank of America	3724	Demand deposit	974,706.23	USD
Bank of America	9201	Demand deposit	210,038.51	EUR
Bank of America	8018	Demand deposit	48,887.35	MXP
Greenville First	1526	Demand deposit	430,970.78	USD
Greenville First	3398	Demand deposit	(4,492.48)	USD
Greenville First	5279	Demand deposit	-	USD
Greenville First	7657	Demand deposit	1,734.30	USD
Greenville First	8002	Demand deposit	438,672.48	USD
Greenville First	8002	Demand deposit		USD
Pinnacle Bank	1044	Demand deposit	448,690.78	USD
Pinnacle Bank	0002	Demand deposit	1,189,777.36	USD
Pinnacle Bank	5053	Demand deposit	100,000.00	USD
Pinnacle Bank	0006	Demand deposit	535,297.18	USD
Pinnacle Bank	8788	Demand deposit	-	USD
Pinnacle Bank	0007	Demand deposit	-	USD
Royal Bank of Canada	9112	Demand deposit	164,760.07	CAD
Royal Bank of Canada	7083	Demand deposit	234,106.91	CAD
Royal Bank of Canada	1464	Demand deposit	48,137.03	USD
Royal Bank of Canada	4701	Demand deposit	74,224.65	USD
Royal Bank of Canada	5901	Demand deposit	2,085.62	EUR

Notes:

Only last four digits of account number are shown

As of 4/15/13 exchange rates: EUR 1.3108, MXP 0.0828, CAD .9861

Trendset, Inc.

Case No. 13-02225-hb

**SCHEDULE B - PERSONAL PROPERTY**

**EXHIBIT B-13**

**Stock and Interests in Incorporated and Unincorporated Businesses**

Description and Location of Property			Current Market Value of Debtor's Interest in Property
Business	Type of Interest	Ownership %	

Prior to the Petition Date, the Debtor's management transferred funds from the Debtor's accounts for the benefit of other business interests. While a detailed accounting of these transfers has not yet been undertaken, such an investigation may conclude that the Debtor has an equitable or other interest in these businesses and their assets.

The other business interests include:

Brown Street Club, LLC	Unknown	Unknown	Unknown
CMS Development Company, LLC	Unknown	Unknown	Unknown
MGS Developments, LLC	Unknown	Unknown	Unknown
Blue Note LLC	Unknown	Unknown	Unknown
Folio Logistics, Inc.	Unknown	Unknown	Unknown
SMS Entertainment Specialities LLC	Unknown	Unknown	Unknown
West End Entertainment, LLC	Unknown	Unknown	Unknown
Gate Properties, LLC	Unknown	Unknown	Unknown
BluWater	Unknown	Unknown	Unknown
Trendset de Mexico S.A.de C.V	Unknown	Unknown	Unknown

In re Trendset, Inc. Case No. 13-02225-hb Chapter 11  
 Debtor (if known)

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by 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. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. 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; Fed. R. Bankr. P. 1007(m). If all secured 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 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.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions Above)	CODEBTOR	HUSBAND, WIFE, JOI OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. Pinnacle Bank of SC 937 N Pleasantburg Dr Greenville, SC 29607			15-May-08 Security interest in equipment Value \$ Unknown			X	\$65,257.49	Unknown
ACCOUNT NO. Southern First Bank, N.A. P.O. Box 17465 Greenville, SC 29606			Loan agreement dated December 3, 2012 Value \$ Unknown			X	\$600,000.00	\$600,000.00
ACCOUNT NO. Pinnacle Bank of SC 937 N Pleasantburg Dr Greenville, SC 29607			Loan on Ferrari - paid off on or about May 21, 2013 Value \$ 90,000.00				\$10,712.20	\$0.00
ACCOUNT NO. Dell Financial Services L.L.C. 12234 N. IH 35, Bldg. B Austin, TX 78753			Lease #001206238-004 dated April 22, 2009 Value \$ Unknown	X	X	X		
ACCOUNT NO. IBM Credit LLC Attn: Paul Wearing (Special Handling Group) 6303 Barfield Road -Mail Drop A2-181 ATLANTA GA 30328			Lease agreement dated September 22, 2011 Customer # 9118692-01 Creditor filed UCC Value \$ Unknown	X	X	X		
ACCOUNT NO. CIT Technology Financing Services, Inc. 10201 Centurion Parkway North - Suite 100 Jacksonville, FL 32256			Lease Agreement Customer Reference # 17749708 Creditor filed UCC Value \$	X	X	X		

0 continuation sheets attached

(Total of this page)

\$ 675,969.69 \$ 600,000.00

(Report also on Summary of Schedules) (If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

In re Trendset, Inc.,  
Debtor

Case No. 13-02225-hb  
(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 the 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; 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 claims is contingent, place an "X" in the column labeled "Contingent." If the claims 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. Repeat 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 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 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).

See Exhibit E1

#### 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 a maximum of \$10,950\* 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).

See Exhibit E2

#### 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 a maximum of \$5,400\* 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 a maximum of \$2,425\* 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).



8 Continuation sheets attached

In re Trendset, Inc.,  
Debtor

Case No. 13-02225-hb  
(If known)

## SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

(Continuation Sheet)

**Taxes and Other Certain Debts Owed to Governmental Units**

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

See Exhibit E3

**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).

**Claim 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).

\* Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

In re Trendset, Inc.  
Debtor

Case No. 13-02225-hb

Chapter 11

**SCHEDULE E- CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

**EXHIBIT E-1**

Extensions of Credit in an Involuntary Case  
TYPE OF PRIORITY

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	TYPE OF PRIORITY			AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
			CONTINGENT	UNLIQUIDATED	DISPUTED			
ACCOUNT NO. AT&T PO Box 105262 Atlanta, GA 30348-5262		Various				\$16,580.84	2,666.48	13,914.36
ACCOUNT NO. B and S Landscape Management, Inc. PO Box 6504 Greenville, SC 29607		Various				\$740.16	277.56	462.60
ACCOUNT NO. Charter Communications PO Box 742600 Cincinnati, OH 45274-2600		Various				\$49.32	49.32	-
ACCOUNT NO. Cintas Corporation PO Box 630803 Cincinnati, OH 45263-0803		Various				\$3,830.16	112.30	3,717.86
ACCOUNT NO. CINTAS First Aid & Safety PO Box 636525 Cincinnati, OH 45263-6525		Various				\$572.44	90.55	481.89
ACCOUNT NO. Cisco Systems Capital CRP PO Box 41602 Philadelphia, PA 19101-1602		Various				\$1,038.45	389.43	649.02
ACCOUNT NO. Cisco Webex, LLC 16720 Collections Center Drive Chicago, IL 60693		Various				\$2,500.02	291.69	2,208.33
ACCOUNT NO. De Lage Landen PO Box 41602 Philadelphia, PA 19101-1602		Various				\$664.90	163.53	501.37
ACCOUNT NO. Direct TV PO Box 60036 Los Angeles, CA 90060-0036		Various				\$54.47	18.30	36.17
ACCOUNT NO. FedEX PO Box 371461 Pittsburgh, PA 15250-7461		Various				\$1,122.41	40.16	1,082.25

In re Trendset, Inc.  
Debtor

Case No. 13-02225-hb

Chapter 11

SCHEDULE E- CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

EXHIBIT E-1

Extensions of Credit in an Involuntary Case  
TYPE OF PRIORITY

ACCOUNT NO. G5 297-H Gardington Road Greenville, SC 29615		Various			\$2,274.36	74.90	2,199.46
ACCOUNT NO. GE Capital P.O. Box 740441 Atlanta, GA 30374-0441		Various			\$2,891.14	1,224.62	1,666.52
ACCOUNT NO. Hardwick Printing Service, Inc. 735 Rutherford Road Greenville, SC 29609		Various			\$704.46	119.00	585.46
ACCOUNT NO. Laurens Electric Cooperative, Inc PO Box 967 Laurens, SC 29360		Various			\$9,583.47	2,136.60	7,446.87
ACCOUNT NO. Menus Refreshment Services, Inc. 108-A Park Court Greenville, SC 29607		Various			\$829.18	468.36	360.82
ACCOUNT NO. Mood/Muzak OA 3318 Lakemont Blvd. Fort Mill, SC 29708		Various			\$360.92	67.80	293.12
ACCOUNT NO. Piedmont Natural Gas PO Box 660920 Dallas, TX 75266-0920		Various			\$567.96	74.60	493.36
ACCOUNT NO. Priority One Security PO Box 602577 Charlotte, NC 28260-2577		Various			\$280.25	112.10	168.15
ACCOUNT NO. Southern First Bank, N.A. 1550 N. Brown Rd, Ste 150 Lawrenceville, GA 30043		Various	x		unliquidated	unliquidated	unliquidated
ACCOUNT NO. Total Records & Info. Mgmt, LLC PO Box 6560 Spartanburg, SC 29304		Various			\$91.75	16.70	75.05
ACCOUNT NO. UPS PO Box 7247-0244 Philadelphia, PA 19170-0001		Various			\$981.85	162.22	819.63
ACCOUNT NO. Verizon PO Box 660108 Dallas, TX 75266-0108		Various			\$6,782.72	782.32	6,000.40
ACCOUNT NO. Windstream PO Box 9001950 Louisville, KY 40290-1950		Various			\$565.50	226.20	339.30

In re Trendset, Inc.  
Debtor

Case No. 13-02225-hb

Chapter 11

SCHEDULE E- CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

EXHIBIT E-2

Wages, salaries, and commissions  
TYPE OF PRIORITY

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	TYPE OF PRIORITY		AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
				UNLIQUIDATED	DISPUTED			
ACCOUNT NO. Steve Layne 108 Lezy Cove Lane Chapin, SC 29036		Severance Agreement		X	X			
ACCOUNT NO. Julia Burr 212 Langston Drive Greenville, SC 29617		Employment Claims	X	X				
ACCOUNT NO. Nicole McClure 1916 Northview Ave Anderson, SC 29625		Employment Claims	X	X				
ACCOUNT NO. Sheila Alexander 403 Norris Hwy Central, SC 29630		Employment Claims	X	X				
ACCOUNT NO. Jennifer Buxton 12 Bates Lake Ct Fountain Inn, SC 29644		Employment Claims	X	X				
ACCOUNT NO. Valerie Edwards 3104 Augusta Street Apt. #215 Greenville, SC 29605		Employment Claims	X	X				
ACCOUNT NO. Debra Nance 20 Riverside Drive Taylors, SC 29687		Employment Claims	X	X				
ACCOUNT NO. Andra Needham 588 Hunts Bridge Road Easley, SC 29640		Employment Claims	X	X				
ACCOUNT NO. Tela Thornett 115 Jarvis Road Inman, SC 29349		Employment Claims	X	X				
ACCOUNT NO. Miranda Gwinn 27 Pfeiffer Ct Simpsonville, SC 29681		Employment Claims	X	X				
ACCOUNT NO. Tangl Gamba 417 Woodford Way Simpsonville, SC 29680		Employment Claims	X	X				
ACCOUNT NO. Melody Jackson 109 Bentwood Drive Piedmont, SC 29673		Employment Claims	X	X				
ACCOUNT NO. Sherry Thomas 12 Paranor Drive Simpsonville, SC 29681		Employment Claims	X	X				
ACCOUNT NO. Haven Shutt 409 Quillen Avenue Fountain Inn, SC 29644		Employment Claims	X	X				

In re Trendset, Inc.  
Debtor

Case No. 13-02225-hb

Chapter 11

SCHEDULE E- CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

EXHIBIT E-2

Wages, salaries, and commissions  
TYPE OF PRIORITY

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	TYPE OF PRIORITY			AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
			CONTINGENT	UNLIQUIDATED	DISPUTED			
ACCOUNT NO. Nancy Brown 6 Leamike Court Taylors, SC 29687		Employment Claims	x	x				
ACCOUNT NO. Erica Troutman 322 Christiane Lane Greenville, SC 29607		Employment Claims	x	x				
ACCOUNT NO. Shella Compton 22 Trumpeter Lane Simpsonville, SC 29680		Employment Claims	x	x				
ACCOUNT NO. Gwen Hickey 218 Drury Lane Mauldin, SC 29662		Employment Claims	x	x				
ACCOUNT NO. Lisa Walker 713 Beech Drive Seneca, SC 29678		Employment Claims	x	x				
ACCOUNT NO. Allison Taylor 105 Ketura Drive Easley, SC 29642		Employment Claims	x	x				
ACCOUNT NO. Elizabeth Stalon 519 Fountainbrook Lane Fountain Inn, SC 29644		Employment Claims	x	x				
ACCOUNT NO. Holly Hyder 416 Madison Creek Court Lyman, SC 29365		Employment Claims	x	x				
ACCOUNT NO. Stephanie Paige 1042 Fowler Rd Woodruff, SC 29388		Employment Claims	x	x				
ACCOUNT NO. Deanna Moore 230 Ligon Street Po Box 525 Arcadia, SC 29320		Employment Claims	x	x				
ACCOUNT NO. Tammy Weinstein 107 Kingsmill Court Taylors, SC 29687		Employment Claims	x	x				
ACCOUNT NO. Tedi Thornett 115 Jarvis Rd Inman, SC 29349		Employment Claims	x	x				
ACCOUNT NO. Henryk Halka 108 Middle Brook Road Greer, SC 29650		Employment Claims	x	x				
ACCOUNT NO. Wendi Addis 18 Chestnut Ridge Inman, SC 29349		Employment Claims	x	x				

In re Trendset, Inc.  
Debtor

Case No. 13-02225-hb

Chapter 11

SCHEDULE E- CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

EXHIBIT E-2

Wages, salaries, and commissions  
TYPE OF PRIORITY

CREDITOR'S NAME, MARLING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	TYPE OF PRIORITY			AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
			CONTINGENT	UNLIQUIDATED	DISPUTED			
ACCOUNT NO. Gina Bennett 115 Saint Andrews Way Greenville, SC 29607		Employment Claims	x	x				
ACCOUNT NO. Cassie Cooke 42 Vaughn Road Greenville, SC 29615		Employment Claims	x	x				
ACCOUNT NO. Lelia Fufier 62 Pine Creek Ct Ext Greenville, SC 29605		Employment Claims	x	x				
ACCOUNT NO. Lisa Hampton 27 Blue Mountain Drive Greenville, SC 29617		Employment Claims	x	x				
ACCOUNT NO. Rachel Hayes 7 Whitfield Way Greer, SC 29651		Employment Claims	x	x				
ACCOUNT NO. Tamy Keeney 106 Howell Circle Greenville, SC 29615		Employment Claims	x	x				
ACCOUNT NO. Sherrie Ladd 1759 Jonesville Road Simpsonville, SC 29681		Employment Claims	x	x				
ACCOUNT NO. Elizabeth Martin 151 Osea Drive Moore, SC 29369		Employment Claims	x	x				
ACCOUNT NO. Cindy Moody 168 Burts Road Easley, SC 29640		Employment Claims	x	x				
ACCOUNT NO. Kristen Neal 2530 E. North St. Apt. # 11H Greenville, SC 29615		Employment Claims	x	x				
ACCOUNT NO. Amber Phillips-Brian 232 W. Chatelain Drive Spartanburg, SC 29301		Employment Claims	x	x				
ACCOUNT NO. Melissa Robertson 112 Spruce Ave Greer, SC 29651		Employment Claims	x	x				
ACCOUNT NO. Amy Weber 1265 Brockman McClimon Rd Greer, SC 29651		Employment Claims	x	x				
ACCOUNT NO. Stephanie Yearwood 111 Sigmon Drive Mauldin, SC 29662		Employment Claims	x	x				

In re Trendset, Inc.  
Debtor

Case No. 13-02225-hb

Chapter 11

SCHEDULE E- CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

EXHIBIT E-2

Wages, salaries, and commissions  
TYPE OF PRIORITY

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See Instructions.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	TYPE OF PRIORITY			AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
			CONTINGENT	UNLIQUIDATED	DISPUTED			
ACCOUNT NO. Jessica Upham 19 Old Watson Mountain Road Travelers Rest, SC 29690		Employment Claims	x	x				
ACCOUNT NO. Heather Warren 149 Peden Rd Fountain Inn, SC 29644		Employment Claims	x	x				
ACCOUNT NO. Melissa Harrison 101 Trenton Lane Greer, SC 29650		Employment Claims	x	x				
ACCOUNT NO. Gerald Clark 3010 Anderson Hwy Liberty, SC 29657		Employment Claims	x	x				
ACCOUNT NO. Raul Robledo 246 Bastian Lane Georgetown, TX 78626		Employment Claims	x	x				
ACCOUNT NO. John Williamson 900 Lawnmont Drive Round Rock, TX 78664		Employment Claims	x	x				
ACCOUNT NO. Angel Arrowood 100 New Dunham #25 Greenville, SC 29611		Employment Claims	x	x				
ACCOUNT NO. Donna Merkel 452 Bishop Drive Mauldin, SC 29662		Employment Claims	x	x				
ACCOUNT NO. Brannon Vickers 409 Meadow Sweet Lane Greenville, SC 29616		Employment Claims	x	x				
ACCOUNT NO. Susan Mahaffey 18 Summit Ct Taylors, SC 29687		Employment Claims	x	x				
ACCOUNT NO. Ronald Smith PO Box 144 Mauldin, SC 29662		Employment Claims	x	x				
ACCOUNT NO. Louisa Shampine 1731 Nazareth Church Road Spartanburg, SC 29301		Employment Claims	x	x				
ACCOUNT NO. Barbara Wilson 308 Newfort Place Greenville, SC 29607		Employment Claims	x	x				
ACCOUNT NO. Jennifer Leln 507 S Main St Fountain Inn, SC 29644		Employment Claims	x	x				

In re Trendset, Inc.  
Debtor

Case No. 13-02225-hb

Chapter 11

**SCHEDULE E- CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

**EXHIBIT E-2**

Wages, salaries, and commissions  
TYPE OF PRIORITY

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See Instructions.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	TYPE OF PRIORITY			AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
			CONTINGENT	UNLIQUIDATED	DISPUTED			
ACCOUNT NO. Sheryl Ballenger 164 Moore Street Wellford, SC 29385		Employment Claims	x	x				
ACCOUNT NO. Kellie Smith 208 Sharon Lane Easley, SC 29640		Employment Claims	x	x				
ACCOUNT NO. Kathy Warmack 673 Jordan Creek Road Inman, SC 29349		Employment Claims	x	x				
ACCOUNT NO. Janice Moody 409 North Main Lot 6 Simpsonville, SC 29681		Employment Claims	x	x				
ACCOUNT NO. Brandi Steinhmeyer 18 Jessica Way Greer, SC 29651		Employment Claims	x	x				
ACCOUNT NO. Donn Johnson 400 Red Fern Trall Simpsonville, SC 29681		Employment Claims	x	x				
ACCOUNT NO. David Segers 204 Carolina Avenue Greer, SC 29650		Employment Claims	x	x				
ACCOUNT NO. Randall Broom 305 Park West Circle Easley, SC 29642		Employment Claims	x	x				
ACCOUNT NO. Amy Gregory 115 Spring Lake Loop Simpsonville, SC 29681		Employment Claims	x	x				
ACCOUNT NO. James Shafeuly II 505 Galendale Ct Simpsonville, SC 29680		Employment Claims	x	x				
ACCOUNT NO. Michelle Walker 740 Woodruff Road Apt 3207 Greenville, SC 29607		Employment Claims	x	x				
ACCOUNT NO. Leslie Gaftanis 5 Eagle Creek Drive Simpsonville, SC 29681		Employment Claims	x	x				
ACCOUNT NO. Keyla Hutto 325 Wren Rd Piedmont, SC 29673		Employment Claims	x	x				
ACCOUNT NO. Christen Lance 510 Westcliffe Way Greenville, SC 29611		Employment Claims	x	x				



In re Trendset, Inc.  
Debtor

Case No. 13-02225-hb

Chapter 11

SCHEDULE E- CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

EXHIBIT E-2

Wages, salaries, and commissions  
TYPE OF PRIORITY

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	TYPE OF PRIORITY			AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
			CONTINGENT	UNLIQUIDATED	DISPUTED			
ACCOUNT NO. Lara Marin Po Box 481 109 Fowler Street Fountain Inn, SC 29644		Employment Claims	x	x				
ACCOUNT NO. Rita McAbee 51 Groce Meadow Road Taylors, SC 29687		Employment Claims	x	x				
ACCOUNT NO. Tara Glenn 822 Hammett Store Road Lyman, SC 29365		Employment Claims	x	x				
ACCOUNT NO. Holly Smith 26 Middle Creek Way Greenville, SC 29607		Employment Claims	x	x				
ACCOUNT NO. Susan Saunders 225 Pine Crest Drive Greenville, SC 29605		Employment Claims	x	x				
ACCOUNT NO. Casey Pruiksma 814 Chelsley Drive Simpsonville, SC 29680		Employment Claims	x	x				
ACCOUNT NO. Michael Richardson 104 Innisbrook Lane Simpsonville, SC 29681		Employment Claims	x	x				
ACCOUNT NO. Joan Griffin 100 Westshire Drive Simpsonville, SC 29681		Employment Claims	x	x				
ACCOUNT NO. Tammy Yeargin 7 Shannon Creek Court Greenville, SC 29615		Employment Claims	x	x				
ACCOUNT NO. Marchelle Byrd 16 Malone St Greenville, SC 29605		Employment Claims	x	x				
ACCOUNT NO. Betty Hendrix 138 Masters Drive Pickens, SC 29671		Employment Claims	x	x				
ACCOUNT NO. Adam Akers 1620 Muirfield Drive Bowling Green, OH 43402		Employment Claims	x	x				
ACCOUNT NO. Janice Hyatt 14 Forest Lake Drive Simpsonville, SC 29681		Employment Claims	x	x				
ACCOUNT NO. Kenneth Hoskins 27 Smokehouse Dr Simpsonville, SC 29681		Employment Claims	x	x				

In re Trendset, Inc.  
Debtor

Case No. 13-02225-hb

Chapter 11

SCHEDULE E- CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

EXHIBIT E-2

Wages, salaries, and commissions  
TYPE OF PRIORITY

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	TYPE OF PRIORITY			AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
			CONTINGENT	UNLIQUIDATED	DISPUTED			
ACCOUNT NO. Kiran Math 604 Lancashire Ct Greenville, SC 29615		Employment Claims	x	x				
ACCOUNT NO. Kyle Cerny 304 Blant Court Simpsonville, SC 29681		Employment Claims	x	x				
ACCOUNT NO. Lyla Moore 10 Grape Arbor Lane Fountain Inn, SC 29644		Employment Claims	x	x				
ACCOUNT NO. Kevin Wood 244 Lewis Rd Williamston, SC 29697		Employment Claims	x	x				
ACCOUNT NO. Brian Harwood 3509 Hwy 86 Piedmont, SC 29673		Employment Claims	x	x				
ACCOUNT NO. Muna Jona 230 Roper Mountain Road Apt. # 838H Greenville, SC 29615		Employment Claims	x	x				
ACCOUNT NO. Gwendolyn Smith 106 Taniera Court Simpsonville, SC 29680		Employment Claims	x	x				
ACCOUNT NO. Christina Wheeler 308 Smith Grove Road Easley, SC 29640		Employment Claims	x	x				

In re Trendset, Inc.  
Debtor

Case No. 13-02225-hb

Chapter 11

**SCHEDULE E- CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

**EXHIBIT E-3**

**Taxes and Other Certain Debts Owed to Governmental Units**  
**TYPE OF PRIORITY**

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <small>(See instructions.)</small>	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	TYPE OF PRIORITY			AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
				CONTINGENT	UNLIQUIDATED	DISPUTED			
ACCOUNT NO. GREENVILLE COUNTY 301 UNIVERSITY RIDGE SUITE 700 GREENVILLE, SC 29601			Unknown		X		Unknown	Unknown	Unknown
ACCOUNT NO. INTERNAL REVENUE SERVICE Ogden, UT, 84201-0010			Unknown		X		Unknown	Unknown	Unknown
ACCOUNT NO. Ohio Department of Taxation PO Box 182131 Columbus, Ohio 43218-2131			Unknown		X		Unknown	Unknown	Unknown
ACCOUNT NO. South Carolina Department of Revenue 1040 Processing Center, PO Box 101100 Columbia, SC 29211			Unknown		X		Unknown	Unknown	Unknown
ACCOUNT NO. Texas Workforce Commission Tax Department 3649 Leopard St. Box 15 Corpus Christi, TX 78408			Unknown		X		Unknown	Unknown	Unknown
ACCOUNT NO. Michigan Department of Treasury Lansing, Michigan 48922			Unknown		X		Unknown	Unknown	Unknown
Subtotals (Totals of this page)							\$ 0.00	\$ 0.00	\$ 0.00
Total <small>(Use only on last page of the completed Schedule E. Report total also on Summary of Schedules)</small>							\$		

0 continuation sheets attached

In re Trendset, Inc.,  
Debtor

Case No. 13-02225-hb  
(if known)

Chapter 11

**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; 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 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 nonpriority claims to report on this Schedule F.

**SEE ATTACHED EXHIBITS F-1, F-2, and F-3**

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	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.							
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO.							
Subtotal (Total of this page)							\$ 0.00
Total							\$

9 continuation sheets attached

(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)

Trendset, Inc.

Case No. 13-02225-hb

**EXHIBIT F-1**  
Customer Claims

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	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.							
ACUITY BRANDS LIGHTING 1400 Lester Road Conyers, GA 30012 United States			Various				unpaid freight 6,976,877.37 carrier rebate: 835.90 total 6,977,713.27
ACCOUNT NO.							
APEX TOOL GROUP LLC PO Box 1698 Gastonia, NC 28053 United States			Various				unpaid freight 1,613,154.94 carrier rebate: 4,327.74 total 1,617,482.68
ACCOUNT NO.							
BAUSCH LOMB One Bausch & Lomb Place Rochester, NY 14604-2701 United States			Various				unpaid freight 623.58 carrier rebate: 0.00 total 623.58
ACCOUNT NO.							
BCG LOGISTICS GROUP 5025 Orbitor Drive, Bldg 6, Suite 201 Mississauga, ON L4W4Y5 Canada			Various				unpaid freight 355,649.37 carrier rebate: 0.00 total 355,649.37
ACCOUNT NO.							
BEIJING WEST INDUSTRIES 3100 Research Blvd. Dayton, OH 45420 United States			Various				unpaid freight 310,366.71 carrier rebate: 6.64 total 310,373.35
ACCOUNT NO.							
BRADY CORPORATION 2221 W Camden Rd Glendale, WI 53209 United States			Various				unpaid freight 463,729.14 carrier rebate: 954.06 total 464,683.20
ACCOUNT NO.							
COATS CLARK 8 Shelter Dr Greer, SC 29650 United States			Various				unpaid freight 151,565.11 carrier rebate: 85.85 total 151,650.96
ACCOUNT NO.							
COATS NORTH AMERICA 630 American Thread Road Marion, NC 28752 United States			Various				unpaid freight 100,008.73 carrier rebate: 0.00 total 100,008.73
ACCOUNT NO.							
COOPER INDUSTRIES 600 Travis, Suite 5800 Houston, TX 77002 United States			Various				unpaid freight 17,157.91 carrier rebate: 1,326.61 total 18,484.52
ACCOUNT NO.							
CROP PRODUCTION SERVICES 3005 Rocky Mountain Ave. Loveland, CO 80538 United States			Various				unpaid freight 3,253,393.81 carrier rebate: 8,659.41 total 3,260,053.22

Trendset, Inc.

Case No. 13-02225-hb

**EXHIBIT F-1**  
Customer Claims

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See Instructions above.)	CREDITOR	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. DANAHER PO Box 5282 Concord, NC 28027 United States			Various				unpaid freight 4,233,171.91 carrier rebate: <u>244,636.41</u> total 4,477,808.32
ACCOUNT NO. DELL 1 Dell Way Round Rock, TX 78682 United States			Various				unpaid freight 0.00 carrier rebate: <u>27.81</u> total 27.81
ACCOUNT NO. DELPHI 5725 Delphi Dr. Troy, MI 48098 United States			Various				unpaid freight 0.00 carrier rebate: <u>46.10</u> total 46.10
ACCOUNT NO. DONALDSON 1400 W 9th St Bloomington, MN 55440 United States			Various				unpaid freight 5,162.07 carrier rebate: <u>1,202.34</u> total 6,364.41
ACCOUNT NO. ELIZABETH ARDEN INC 1751 Blue Hills Drive Roanoke, VA 24012 United States			Various				unpaid freight 1,557,006.33 carrier rebate: <u>2,255.98</u> total 1,559,262.31
ACCOUNT NO. ESSEX GROUP INC 1601 Wall St. Ft. Wayne, IN 46802 United States			Various				unpaid freight 682,230.44 carrier rebate: <u>0.00</u> total 682,230.44
ACCOUNT NO. FEDERAL MOGUL CORPORATION 26555 Northwestern Highway, Southfield, MI 48033 United States			Various				unpaid freight 114,467.69 carrier rebate: <u>42.32</u> total 114,510.01
ACCOUNT NO. GENERAL CABLE 4 Tesseneer Drive Highland Heights, KY 41076 United States			Various				unpaid freight 3,464,440.55 carrier rebate: <u>40.21</u> total 3,464,480.76
ACCOUNT NO. GODIVA 650 East Neversink Road Reading, PA 19606 United States			Various				unpaid freight 324,502.96 carrier rebate: <u>92.14</u> total 324,595.10
ACCOUNT NO. GUESS INC. 10610 Freeport Drive Louisville, KY 40268 United States			Various				unpaid freight 153,184.62 carrier rebate: <u>0.00</u> total 153,184.62
ACCOUNT NO. GUITAR CENTER INC 950 Northfield Dr Brownsburg, IN 46112 United States			Various				unpaid freight 2,980,701.27 carrier rebate: <u>0.00</u> total 2,980,701.27

Trendset, Inc.

Case No. 13-02225-hb

**EXHIBIT F-1**  
Customer Claims

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBITOR	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. HENRY SCHEIN 135 Duryea Road, Melville, NY 11747 United States			Various				unpaid freight 479.00 carrier rebate: 0.00 total 479.00
ACCOUNT NO. HENRY SCHEIN CANADA 135 Duryea Road, Melville, NY 11747 United States			Various				unpaid freight 3,246.12 carrier rebate: 0.00 total 3,246.12
ACCOUNT NO. HOLLEY PERFORMANCE 1801 Russelville Rd Bowling Green, KY 42101 United States			Various				unpaid freight 95,753.55 carrier rebate: 2,050.00 total 97,803.55
ACCOUNT NO. HOUGHTON-MIFFLIN HARCOURT 2700 N. Richardt Avenue Indianapolis, IN 46229 United States			Various				unpaid freight 1,233,916.95 carrier rebate: 2,258.87 total 1,236,175.82
ACCOUNT NO. HUSQVARNA 9335 Harris Corners Pkwy Charlotte, NC 28269 United States			Various				unpaid freight 5,995,520.08 carrier rebate: 353.83 total 5,995,873.91
ACCOUNT NO. HUSQVARNA CANADA 850 Matheson Blvd West Mississauga, ON L5V0B4 Canada			Various				unpaid freight 81,464.53 carrier rebate: 0.00 total 81,464.53
ACCOUNT NO. IDEXX LABORATORIES One Idexx Drive Westbrook, ME 04092 United States			Various				unpaid freight 3,876,950.14 carrier rebate: 4,124.87 total 3,881,075.01
ACCOUNT NO. INVACARE CORPORATION 1 Invacare Way Elyria, OH 44035 United States			Various				unpaid freight 384,044.46 carrier rebate: 10,934.91 total 394,979.37
ACCOUNT NO. KINETEK INC 9640 N Augusta Dr Ste 436 Carmel, IN 46032 United States			Various				unpaid freight 326,980.50 carrier rebate: 1,313.20 total 328,293.70
ACCOUNT NO. KULICKE SOFFA 10005 Virginia Drive Ft. Washington, PA 19034 United States			Various				unpaid freight 5,566.15 carrier rebate: 0.00 total 5,566.15
ACCOUNT NO. LINCOLN ELECTRIC 22801 St Clair Ave Cleveland, OH 44117 United States			Various				unpaid freight 1,455,253.16 carrier rebate: 19.50 total 1,455,272.66

Trendset, Inc.

Case No. 13-02225-hb

**EXHIBIT F-1**  
Customer Claims

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See Instructions above.)	CO-DEBTOR	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. LOREAL USA 175 Terminal Ave Clark, NJ 07066 United States			Various				unpaid freight 1,343,603.42 carrier rebate: 22,476.36 total 1,385,979.78
ACCOUNT NO. MEGGITT 1800 Highland Ave Duarte, CA 91010 United States			Various				unpaid freight 95,349.99 carrier rebate: 2,680.05 total 98,030.04
ACCOUNT NO. MIZUNO 2510 Mill Center Parkway, Suite 300 Buford, GA 30518 United States			Various				unpaid freight 927,976.75 carrier rebate: 57,933.51 total 985,910.26
ACCOUNT NO. OLDCASTLE INC 2835 Overpass Rd Tampa, FL 33619 United States			Various				unpaid freight 997,767.28 carrier rebate: 380.73 total 998,128.01
ACCOUNT NO. OLIN WINCHESTER 411 County Road 101 Oxford, MS 38655 United States			Various				unpaid freight 305,930.26 carrier rebate: 997.44 total 306,927.70
ACCOUNT NO. PACKAGING CORP OF AMERICA 1955 West Field Court, Lake Forest, IL 60045 United States			Various				unpaid freight 20,549.72 carrier rebate: 467.53 total 21,017.25
ACCOUNT NO. PASS SEYMOUR 60 Woodlawn Street West Hartford, CT 06110 United States			Various				unpaid freight 4,705,389.79 carrier rebate: 5,034.03 total 4,710,423.82
ACCOUNT NO. PEPPERIDGE FARM INC 595 Westport Ave Norwalk, CT 6851 United States			Various				unpaid freight 486,520.93 carrier rebate: 0.00 total 486,520.93
ACCOUNT NO. PHILIPS 345 Scarborough Rd Briarcliff Manor, NY 10510 United States			Various				unpaid freight 12,503,920.65 carrier rebate: 7,533.80 total 12,511,454.45
ACCOUNT NO. PQ CORPORATION 300 Lindenwood Dr Malvern, PA 19355-1740 United States			Various				unpaid freight 62,565.29 carrier rebate: 0.00 total 62,565.29
ACCOUNT NO. RADICISPANDEX 3145 NW Blvd Gastonia, NC 28052 United States			Various				unpaid freight 4,330.48 carrier rebate: 0.00 total 4,330.48



Trendset, Inc.

Case No. 13-02225-hb

**EXHIBIT F-1**  
Customer Claims

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See Instructions above.)	CODEBITOR	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. RGH ENTERPRISES INC 1810 Summit Commerce Twinsburg, OH 44087 United States			Various				unpaid freight 2,051,365.19 carrier rebate: 0.00 total 2,051,365.19
ACCOUNT NO. RYOBI 1428 Pearman Dairy Rd Anderson, SC 29625 United States			Various				unpaid freight 131,682.37 carrier rebate: 0.00 total 131,682.37
ACCOUNT NO. SACHS AUTOMOTIVE 15811 Centennial Drive Northville, MI 48168 United States			Various				unpaid freight 1,538,776.21 carrier rebate: 8,988.35 total 1,547,764.56
ACCOUNT NO. SAPA EXTRUSIONS INC 400 Rouser Road BLDG 2 3rd FL Moon Township, PA 15108 United States			Various				unpaid freight 22,103.23 carrier rebate: 0.00 total 22,103.23
ACCOUNT NO. SIMKAR 700 Ramona Ave Philadelphia, PA 19120 United States			Various				unpaid freight 176,625.84 carrier rebate: 0.00 total 176,625.84
ACCOUNT NO. SONOCO PRODUCTS COMPANY North Second Street, Hartsville, SC 29550 United States			Various				unpaid freight 80,373.89 carrier rebate: 23,002.57 total 103,376.46
ACCOUNT NO. SUPERIOR ESSEX 6120 Powers Ferry Rd Atlanta, GA 30339 United States			Various				unpaid freight 924,828.84 carrier rebate: 36.00 total 924,864.84
ACCOUNT NO. SUR LA TABLE 901 E. Northfield Dr. Suite 200 Brownsburg, IN 46112 United States			Various				unpaid freight 343,020.18 carrier rebate: 0.00 total 343,020.18
ACCOUNT NO. TEMPUR-PEDIC 1000 Tempur Way Lexington, KY 40511 United States			Various				unpaid freight 188,720.28 carrier rebate: 0.00 total 188,720.28
ACCOUNT NO. TETLEY 155 Chestnut Ridge Road, Montvale, NJ 7645 United States			Various				unpaid freight 133,797.29 carrier rebate: 0.00 total 133,797.29
ACCOUNT NO. TIMBERLAND 200 Domain Drive Stratham, NH 3885 United States			Various				unpaid freight 467,069.45 carrier rebate: 16,974.06 total 484,043.51

Trendset, Inc.

Case No. 13-02225-hb

**EXHIBIT F-1**  
Customer Claims

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	COBERTOR	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. UNIVERSAL STUDIOS 100 Universal City Plaza Universal City, CA 91608 United States			Various				unpaid freight 10,216.03 carrier rebate: <u>0.00</u> total 10,216.03

Trendset, Inc.

Case No. 13-02225-hb

**EXHIBIT F-2**  
Carrier Refund Checks

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See Instructions above)	CODESTOR	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. YRC 10990 Roe Avenue Overland Park, KS 66211			Various				728.30
ACCOUNT NO. Old Dominion Freight Lines 631 LEONARD ROAD DUNCAN, SC 29334			Various				456.64

Trendset, Inc.

Case No. 13-02225-hb

**EXHIBIT F-3**  
Trade and Other Claims

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above)	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. Accurate Information Systems, LLC PO Box 930330 Atlanta, GA 31193-0330			Various				63.03
ACCOUNT NO. Air Tech Mechanical, Inc. 275 Frady Rd. Spartanburg, SC 29307-3234			Various				1,008.36
ACCOUNT NO. Apple One Employment Services PO Box 29048 Glendale, CA 91209-9048			Various				1,295.25
ACCOUNT NO. Blanchard Machinery, Co. PO Box 402197 Atlanta, GA 30384-2197			Various				274.49
ACCOUNT NO. CDW Direct PO Box 75723 Chicago, IL 60675-5723			Various				2,463.22
ACCOUNT NO. Dell Marketing L.P., c/o Dell USA L.P. PO Box 534118 Atlanta, GA 30354-4118			Various				4,731.51
ACCOUNT NO. Eastman Kodak Company PO Box 640350 Pittsburgh, PA 15264-0350			Various				1,546.00
ACCOUNT NO. Floral Design 103 Halton Road Greenville, SC 29607			Various				73.85
ACCOUNT NO. Folio Logistics 4 Interchange Blvd. Greenville, SC 29607			Various				23,296.06
ACCOUNT NO. Godshall Staffing PO Box 1984 Greenville, SC 29602			Various				5,842.92
ACCOUNT NO. Greenville Hospital System 1020 Grove Road Greenville, SC 29605			Various				35.00
ACCOUNT NO. Greenville News PO Box 677566 Dallas, TX 75267-7566			Various				1,120.56
ACCOUNT NO. Greenville Water PO Box 687 Greenville, SC 29602-0687			Various				1,114.78
ACCOUNT NO. Hired Killers PO Box 1620 Greer, SC 29652			Various				140.00
ACCOUNT NO. Interchange Self Storage 30 Interchange Blvd. Greenville, SC 29607			Various	X	X	X	unliquidated

Trendset, Inc.

Case No. 13-02225-hb

**EXHIBIT F-3**  
Trade and Other Claims

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See Instructions above.)	CO-DEBTOR	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. Kelly Services Ninos Heroes #1555-103, Moderna, C.P., Guadalajara, Jalisco, Mexico Ninos Heroes #1555-103, Moderna, C.P. Guadalajara, Jalisco, Mexico			Various	X	X	X	unliquidated
ACCOUNT NO. Pitney Bowes Global Financial Services, LLC 2225 American Drive Neenah, WI 54956-1005			Various				3,822.44
ACCOUNT NO. Pitney Bowes Purchase Power PO Box 5135 Shelton, CT 06484-7137			Various				10,807.09
ACCOUNT NO. Southern First Bank, N.A. 1550 N. Brown Rd, Ste 150 Lawrenceville, GA 30043			Various	X	X	X	unliquidated
ACCOUNT NO. Staples Dept. ATL PO Box 405386, Atlanta, GA 30384-5386			Various				634.32
ACCOUNT NO. Transworld Systems, Inc. 107 Prudential Road Horsham, PA 19044			Various				512.48
ACCOUNT NO. WCI of SC 1010 Rogers Bridge Road Duncan, SC 29334-9749			Various				236.81
ACCOUNT NO. SalesForce.com c/o Lawrence M. Schwab Blalson, Bergen & Schwab 2600 El Camino Real, Suite 300 Palo Alto, CA 94306			Litigation Claim			X	Unknown
ACCOUNT NO. S.C. Employment Security Commsslon 1571 Richland Ave East Alken, SC 29801			Litigation Claim (2007-CP-23-00153)			X	Unknown

Debtor

(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; Fed.R. Bankr. P. 1007(m).

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

**SEE ATTACHED EXHIBIT G-1**

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE OF OTHER PARTIES TO LEASE ON 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

In re Trendset, Inc.,  
Debtor

Case No. 13-02225-hb  
(If known)

**EXHIBIT G-1**

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
Acuity Lighting Group One Lithonia Way, Conyers GA 30012	Contract for Freight Payment Services
Apex Tool Group LLC 14600 York Road, Suite A Sparks MD 21152	Contract for Freight Payment Services
BCG Logistics Group 5025 Orbitor Drive, Bldg #6 Suite 201 Mississauga ON L4W 4Y5 Canada	Contract for Freight Payment Services
BWI Group 3100 Research Blvd., Suite 210 Kettering OH 45420	Agreement
Brady Worldwide 6555 West Good Hope Road, Milwaukee WI 53223	Freight Payment Service Agreement
Bristol-Meyers Squibb Rt. 206 & Province Line Road, Princeton NJ 08543	Confidentiality Agreement
Chrysler Group LLC PO Box 537927 Livonia MI 48153-7927	Agreement
Coats & Clark (Coats American) Two LakePoint Plaza, 4135 South Stream Blvd. Charlotte NC 28217	Contract for Freight Payment Services
Cooper Industries 600 Travis, Suite 5800 Houston TX 77002	Master Services Agreement
Crops (United Agri Products, Inc) 7251 West 4th Street, Greeley CO 80634	Contract for Freight Payment Services
Cryovac (Sealed Air Corporation) 301 Mayhill Street, Saddle Brook NJ 07663-5303	Agreement
Cummins Atlantic 11101 Nations Ford Road, Charlotte NC 28241-7787	Contract for Freight Payment Services
Daimler Trucks North America 4747 N. Channel Ave., Portland OR 97217	Contract for Freight Payment Services
Danaher (D.H. Business Services, LLC) 2099 Pennsylvania Ave., Washington D.C. 20006	Contract for Freight Payment Services

In re Trendset, Inc.,  
Debtor

Case No. 13-02225-hb  
(If known)

**EXHIBIT G-1**

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE OF OTHER PARTIES TO LEASE ON 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
Dell One Dell Way Round Rock TX	Agreement
Delphi Corporation 5825 Delphi Dr., Troy MI 48098	Freight Payment and Data Processing Service Agreement
Delphi Corporation - Mexico 5825 Delphi Dr., Troy MI 48098	Agreement
Donaldson Company P.O. Box 1299, Minneapolis MN 55440-1299	Contract for Freight Payment Services
Elizabeth Arden, Inc. 1751 Blue Hills Drive, Roanoke VA 24012	Contract for Freight Payment Services
Essex Group, Inc. 1601 Wall Street, Fort Wayne IN 46801	Contract for Freight Payment Services
Federal-Mogul Corporation 26555 Northwestern Highway, Southfield MI 48033	Master Services Agreement
General Cable Corporation 4 Tesseneer Dr., Highland Heights KY 41076	Freight Payment and Data Processing Service Agreement
General Motors Holdings LLC - Office of the General Counsel 300 Renaissance Center, Detroit MI 48265-3000	Services Agreement
Godiva Chocolatier, Inc. 650 East Neversink Road, Reading PA 19606	Trendset Freight Payment Services Agreement
Guess?, Inc. 1444 South Alameda Street, Los Angeles CA 90021	Contract for Freight Payment Services
Guitar Center, Inc. 950 E. Northfield Drive, Brownsburg IN 46112	Contract for Freight Payment Services
Hennessy Industries, Inc. 1601 J.P. Hennessy Drive, LaVergne TN 37086-1982	Contract for Freight Payment Services
Henry Scheln, Inc. 135 Duryea Road, Melville NY 11747	Contract for Freight Payment Services



In re Trendset, Inc.,  
Debtor

Case No. 13-02225-hb  
(if known)

**EXHIBIT G-1**

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE OF OTHER PARTIES TO LEASE ON 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
Holley Performance Corporation 1801 Russellville Road, Bowling Green KY 42101	Contract for Freight Payment Services
Houghton Mifflin Company 2700 North Richardt Ave., Indianapolis IN 46219	Contract for Freight Payment Services
HUSQVARNA Professional Products, Inc. 7349 Statesville Road, Charlotte NC 28269	Contract for Freight Payment Services
Idexx Operations, Inc. One IDEXX Drive, Westbrook ME 04092	Contract for Freight Payment Services
Invacare Corporation (USA) 39400 Taylor Parkway, North Ridgeville OH 44039	Contract for Freight Payment Services
Invacare Canada LP 570 Matheson Blvd East Unit 8, Mississauga Ontario L4Z4G4	Contract for Freight Payment Services
Jo-Ann Stores, Inc. 5555 Darrow Road, Hudson OH 44236	Transportation Services Provider Agreement
Kinetek Industries, Inc. Suite 550, 1751 Lake Cook Road Deerfield IL 60015	Freight Payment Service Agreement
Kulicke & Soffa Industries, Inc. 2101 Blair Mill Road, Willow Grove PA 19090	Contract for Freight Payment Services
Lincoln Electric Corporation 22801 St. Clair Ave., Euclid OH 44117	Contract for Freight Payment Services
L'Oreal USA, Inc. 77 Deans Rhode Hall Road, Monmouth Junction NJ 08852	Contract for Freight Payment Services
Michelin North America, Inc. One Parkway South, Greenville Sc 29615	Master Agreement for Services
Mizuno USA 4925 Avalon Ridge Parkway, Norcross GA 30071	Contract for Freight Payment Services
Newell Rubbermaid 3 Glenlake Pkwy, Atlanta GA 30328	Electronic Data Access and Exchange Agreement

In re Trendset, Inc.  
Debtor

Case No. 13-02225-hb  
(If known)

**EXHIBIT G-1**

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE OF OTHER PARTIES TO LEASE ON 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
Nexteer Automotive 3900 Holland Rd. Saginaw MI 48601-9494	Agreement
Oldcastle 375 Northridge Parkway, Suite #350 Atlanta GA 30350	Contract for Freight Payment Services
Olin Corporation 427 N. Shamrock St., East Alton IL 62024-1197	Contract for Freight Payment Services
Pacific Scientific Company (Meggitt) 1800 N. Highland Ave., Duarte CA 91010	Contract for Freight Payment Services
Secureplane Technologies Inc. (Meggitt) 10900 N. Stallard Road, Tucson AZ 85755	Contract for Freight Payment Services
Joslyn Sunbank Company LLC (Meggitt) 1740 Commerce Way, Paso Robles CA 93446	Contract for Freight Payment Services
Linear Motion LLC (Meggitt) 628 N. Hamilton St., Saginaw MI 48602	Contract for Freight Payment Services
Pass & Seymour (Legrand North America) 60 Woodlawn Road, West Hartford CT 06110	Contract for Freight Payment Services
Packaging Corporation of America 1955 West Field Court, Lake Forest IL 60045	Master Agreement for Services/ Statement of Work
Pepperidge Farm, Inc. 595 Westport Avenue, Norwalk CT 06851	Freight Payment Services Agreement
Phillips-Lightoller (Genlyte Thomas Group, LLC)- 2001 631 Airport Road, Fall River MA 02720	Contract for Freight Payment Services
Phillips-Lightoller (Phillips) - 2012 345 Scarborough Road, Briarcliff Manor New York 10510	North America Freight & Audit Payment Service Agreement
PQ Corporation 300 Lindenwood Drive, Valleybrooke Corporate Center Malvern PA 19335-1740	Contract for Freight Payment Services
Radclispandex Corporation 456 Bedford Street, Fall River MA 02720	Contract for Freight Payment Services

In re Trendset, Inc., Case No. 13-02225-hb  
 Debtor (If known)

**EXHIBIT G-1**

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE OF OTHER PARTIES TO LEASE ON 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
Rexnord, LLC 4701 W. Greenfield Ave. Milwaukee WI 53214-5300	Master Services Agreement
RGH Enterprises, INC. 1810 Summit Commerce Park, Twinsburg OH 44087	Contract for Freight Payment Services
Ryobi -One World Technologies 1424 Pearman Dairy Road Anderson SC 29635	Agreement
Sach 15 Sprial Dr. Florence KY 41042	Agreement
Sapa Extrusions 9600 W. Bryn Mawr Ave., Rosemont IL 60018	Contract for Freight Payment Services
SCA Incontinence Care 7030 Louisville Road, Bowling Green KY 42101	Contract for Freight Payment Services
Schlumberger-Mexico Ejercito Nacional 350 piso 5, Col. Chapultepec Morales Mexico DF MX 11570	Amendment Agreement Contract
SCRIP Companies 360 Veterans Pkwy, Ste 115 BollingbrookIL 60440-4607	Contract for Freight Payment Services
Scrip Inc./Fedex Corporate Services/ Trendset 360 Veterans Pkwy, Ste 115 BollingbrookIL 60440-4607	Mutual Thrd Party Non-Disclosure Agreement
Simkar Lighting Fixture Company 601 East Cayuga Street, Philadelphia PA 19120	Contract for Freight Payment Services
Sonoco Products Company North Second Street, Hartsville SC 29550	Confidentiality Agreement
Superior Essex 150 Interstate North Parkway, Atlanta GA 30339-2101	Contract for Freight Payment Services
Sur La Table, Inc. 5701 6th Ave. South, Suite 486 Seattle WA 98108	Contract for Freight Payment Services
Swagelok PO Box 31300 Independence OH 44131	Agreement

In re Trendset, Inc.  
Debtor

Case No. 13-02225-hb  
(If known)

**EXHIBIT G-1**

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE OF OTHER PARTIES TO LEASE ON 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
Tempur-Pedic North America, Inc. 1713 Jaggie Fox Way, Lexington KY 45011	Contract for Freight Payment Services
Tetley ( Emprical Group LLC) 155 Chestnut Ridge Road, Montvale NJ 07645	Contract for Freight Payment Services
Tetley ( Good Earth Teas, Inc.) 155 Chestnut Rldge Road, Montvale NJ 07645	Contract for Freight Payment Services
Tetley (Tetley USA, Inc. 155 Chestnut Ridge Road, Montvale NJ 07645	Contract for Freight Payment Services
Tetley (Elght O'Clock Coffee Company) 155 Chestnut Ridge Road, Montvale NJ 07645	Contract for Freight Payment Services
The Timberland Company 200 Domain Drive, Stratham NH 03885	Services Agreement
TSG, Inc. 460 Brisco Blvd., Suite 303 Lawrenceville GA 30046	Contract for Freight Payment Services
Universal Studios 100 Universal City, Bld 1155 Universal City CA 91608	Agreement
ZF Steering Systems, LLC 1201 Aviation Blvd., Hebron KY 41048	Contract for Freight Payment Services
INNOVATE HR 800 E WASHINGTON STREET - SUITE F GREENVILLE SC 29601	ADMINISTRATIVE SERVICES OUTSOURCING AGREEMENT
MAJOR BUSINESS MACHINES P.O. BOX 6092 GREENVILLE SC 29606	ALL PARTS AND LABOR ON FORMAX FD2050 FOLDING MACHINE DUPLC
G-FIVE 297-H GARLINGTON RD GREENVILLE SC 29615	COPIERS MANITANCE
GE CAPTIAL P.O. BOX 740441 ATLANTA GA 30374	DUPLO MAILING SEALER, LEASE ON SHARP COPIERS
PITNEY BOWES GLOBAL FINANCIAL SERVICES P.O. BOX 371874 PITTSBURGH PA 15250	POSTAGE MACHINE

In re Trendset, Inc.  
Debtor

Case No. 13-02225-hb  
(If known)

**EXHIBIT G-1**

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE OF OTHER PARTIES TO LEASE ON 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
DE LAGE LANDEN 1111 Old Eagle School Road Wayne, PA 19087	LEASE ON SHARP COPIERS
IBM P.O. BOX 534151 ATLANTA GA 30353	Lease
CISCO WEBEX LLC 16720 COLLECTIONS CENTER DRIVE CHICAGO IL 60693	Services Agreement
SMC3 500 Westpark Drive Suite 300 Peachtree City, GA 30269	License
MERCURY GATE 100 Regency Forest Drive, Suite 300 Cary, NC 27518	License
MICROSOFT One Microsoft Way Redmond, WA 98052-6399	MSDN and Volume Licensing
Qlik Tech 150 N. Radnor Chester Road Suite E220 Radnor, PA 19087	License
AT&T 2359 Perimeter Pointe Pkwy Charlotte, NC 28208	Agreement
CMS Development, LLC 205 Honey Horn Dr. Simpsonville, SC 24681	Written or oral lease for 4 and 12 Interchange Boulevard
Windstream 301 N MAIN ST SUITE 5000 GREENVILLE, SC 29601	Internet Service
Charter Communications 17 Lindsay Ave Greenville, SC 29607	Cable Internet services
Blanchard Machinery 6755 Frontage Road Greenville, SC 29607	Repair and Maintenance
Cintas PO Box 625737 Cincinnati, OH 45262	Office Supplies
Mood: Muzak OA 3318 LAKEMONT BLVD FORT MILL, SC 29708	Services

In re Trendset, Inc.,  
Debtor

Case No. 13-02225-hb  
(If known)

**EXHIBIT G-1**

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
Priority One 18 Interchange Blvd - Suite B Greenville, SC 29607	Security Company
Southern First 100 Verdae Blvd, Suite 100 Greenville, SC 29607	Deposit and Credit Agreements
Coventry Health 140 Stoneridge Drive - Suite 200 Columbia, SC 29210	Health Insurance
CHC of the Carolinas 140 Stoneridge Drive - Suite 200 Columbia, SC 29210	Health Insurance
EMC 176 South Street Hopkinton, MA 01748	Computer Hardware
Steve Layne 108 Lazy Cove Lane Chapin, SC 29036	Employment Agreement / Severance Contract
Immedion Columbia 1000 Catawba St. Columbia, SC 29201	Disaster Recovery Data Center
Flex-Pay 723 Coliseum Drive, Suite 200 Winston-Salem, North Carolina 27106	Payroll Processing
HealthEquity, Inc. 15 W. Scenic Pointe Dr., Ste. 100 Draper, UT 84020	Health Savings Accounts Administration

In re Trendset, Inc.  
Debtor

Case No. 13-02225-hb  
(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 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, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Gary L. Selvaggio 205 Honey Horn Drive Simpsonville, SC, 29681	Southern First Bank, NA PO Box 17465 Greenville, SC 29606

In re Trendset, Inc. Case No. 13-02225-hb  
Debtor (if known)

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules consisting of \_\_\_\_\_ (Total Shown On Summary Page Plus 1) sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Debtor  
(If joint case, both debtors must sign)

CERTIFICATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)

I declare under penalty of perjury that I (I/We) am a bankruptcy petition preparer as defined in 11 U.S.C. § 110 (2) (I/We) prepared this document for completion and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(f) and 342(b), and (3) if notices or publications have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of that maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor as required by that section.

Printed or Typed Name and Title, if any, of Bankruptcy Petition Preparer \_\_\_\_\_ Social Security Number \_\_\_\_\_  
(Required by 11 U.S.C. § 110)

If not bankruptcy petition preparer, not an individual, state the name, title (if any), address, and social security number of the officer, principal, responsible person or partner who signs this document.

Address \_\_\_\_\_

X \_\_\_\_\_  
Signature of Bankruptcy Petition Preparer Date \_\_\_\_\_

Name and Social Security Number of all other individuals who prepared or assisted in preparing this document, unless it is a jointly prepared document, and an individual if there is more than one person prepared this document. Attach additional signed entries conforming to the appropriate Official Form for each person.

A bankruptcy petition preparer who complies with the provisions of 11 U.S.C. 110 and the Federal Rules of Bankruptcy Procedure may receive a fee or compensation of not more than \$110. (11 U.S.C. § 110)

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, Katie S. Goodman, Chapter 11 Trustee of Trendset, Inc., named as debtor in this case, declare under

penalty of perjury that I have read the foregoing summary and schedules consisting of 40 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date: 6-3-13 Signature: Katie Goodman  
KATIE GOODMAN  
(Print or type name of individual signing on behalf of 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



UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA

In re: ) Chapter 11  
 Trendset, Inc., )  
 Debtor. )  
 Case No. 13-02225-hb

**LIST OF EQUITY SECURITY HOLDERS**

The following is the list of equity security holders of the Debtor, Trendset, Inc., which is prepared in accordance with Federal Rule of Bankruptcy Procedure 1007 (a)(3).

Name of equity security holder and last known address or place of business	Type of Organization	Percent Ownership Interest	Class of Shares, Kind of Interest
Gary L. Selvaggio 205 Honey Horn Dr. Simpsonville, S.C. 29681	Individual	100%	Common stock

I, Katie Goodman, the Chapter 11 Trustee for the Debtor, Trendset, Inc., declare under penalty of perjury that the foregoing List of Equity Security Holders is true and correct to the best of my knowledge, information and belief.

DATE: June 3, 2013

Respectfully submitted,

By: 

Name: Katie Goodman

Title: Chapter 11 Trustee