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3 **SulmeyerKupetz**
A Professional Corporation
4 333 South Hope Street, Thirty-Fifth Floor
Los Angeles, California 90071-1406
5 Telephone: 213.626.2311
Facsimile: 213.629.4520
6
7 Bankruptcy Counsel for eStyle, Inc.,
Debtor and Debtor in Possession

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9 **UNITED STATES BANKRUPTCY COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION**

11 In re

12 ESTYLE, INC., a Delaware corporation,
13 dba babystyle, Cadeau, and Cadeau
Designs,

14 Debtor.

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21 Tax Id # 95-4712564
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Case No. 2:08-bk-13518-SB

Chapter 11

**NOTICE OF SALE, BIDDING AND
AUCTION PROCEDURES AND
HEARING ON MOTION FOR ORDER
AUTHORIZING AND APPROVING: (1)
THE SALE OF ESTYLE, INC., FREE
AND CLEAR OF LIENS, AND (2) THE
ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACTS AND
UNEXPIRED NONRESIDENTIAL REAL
PROPERTY LEASES IN CONNECTION
THEREWITH**

DATE: July 8, 2008
TIME: 11:00 a.m.
PLACE: U.S. Bankruptcy Court
Courtroom 1575
255 East Temple Street
Los Angeles, CA 90012

23
24 **TO ALL INTERESTED PARTIES:**

25 **PLEASE TAKE NOTICE** that on July 8, 2008, at 11:00 a.m, the Court will
26 hold a hearing (the "Sale Hearing") on the "Motion for Order Authorizing and Approving:
27 (1) the Sale of Assets of eStyle, Inc., Free and Clear of Liens, and (2) the Assumption
28 and Assignment of Unexpired Nonresidential Real Property Leases and Executory

1 Contracts in Connection Therewith" (the "Sale Approval Motion") filed by eStyle, Inc. (the
2 "Debtor"), debtor and debtor in possession in the above-captioned chapter 11 case. The
3 Debtor's chapter 11 case involves the pending sale of the Debtor's business, in large
4 part, as a going concern. In conjunction with the Sale Approval Motion, the Debtor also
5 filed a motion for approval of sale procedures and protections (the "Sale Procedure
6 Motion") which is set for hearing before the Court on June 24, 2008 at 11:00 a.m. The
7 allocation and distribution of the proceeds of the sale will be made in accordance with the
8 terms of a chapter 11 plan (the "Plan") the Debtor intends to file in the near future.

9 Under the Sale Approval Motion, the Debtor seeks Court approval of a sale
10 to TRS Acquisition Subsidiary, Inc., a portfolio company of Hancock Park Capital II, L.P.
11 ("Proposed Purchaser") for \$5,500,000 (subject to adjustment if the Debtor's inventory at
12 cost is below \$5,100,000) plus the Debtor is able to retain cash, accounts receivable and
13 credit card reserves with an estimated value of approximately \$900,000, which are not
14 being acquired by the Proposed Purchaser and are left in the bankruptcy estate, for a
15 total estimated value to the bankruptcy estate of \$6,400,000, pursuant to an Asset
16 Purchase Agreement (the "Purchase Agreement") and subject to the procedures
17 (including overbid opportunity) approved by the Court pursuant to its order (the "Sale
18 Procedure Order") granting the Sale Procedure Motion. The Debtor's secured debt will
19 be satisfied in full from the proceeds of the sale and sufficient funds will be generated to
20 pay all administrative and other priority claims in full. Further, it is currently anticipated by
21 the Debtor that as a result of consummation of the sale to the Proposed Purchaser,
22 general unsecured creditors of the Debtor with allowed claims will have the opportunity to
23 receive a material distribution currently projected to be in excess of 20% of the total
24 amount of their allowed claims). This projection is subject to change depending largely
25 on (1) whether additional bids are received increasing the purchase price for the Debtor's
26 business and assets, (2) the extent of allowed claims against the Debtor, and (3)
27 expenses connected with the case.

28

1 **PLEASE TAKE FURTHER NOTICE** that a detailed statement of the
2 procedures (including overbid opportunity) that have been proposed by the Debtor and
3 are to be considered by the Court at the hearing for June 24, 2008, are set forth in Exhibit
4 1 (the "Sale Procedures") to this Notice. The Sale Procedures (which may be modified
5 by the Court at the June 24, 2008 hearing) include: (1) a breakup fee ("Break-Up Fee") in
6 the amount of \$180,000 to be paid only in the event of an overbid and the consummation
7 of a sale to a third party; (2) a deadline for the submission of qualified bids (the "Bid
8 Deadline"); (3) a requirement that all competing bidders make a cash deposit of not less
9 than \$100,000, unless this requirement is waived by agreement of the Debtor and the
10 official unsecured creditors' committee (the "Committee") appointed in the Debtor's
11 chapter 11 case based on information received from the bidder (the "Minimum Deposit");
12 (4) an auction to take place in Court at the Sale Hearing, if a qualified overbid is received
13 by the Bid Deadline; and (5) a requirement that (a) for any initial incremental overbid by
14 any qualified bidder other than Proposed Purchaser, the overbid must be in an amount
15 equal to or greater than \$210,000 in value to the in excess of the value to the bankruptcy
16 estate under the Purchase Agreement ("Initial Overbid"), and (b) thereafter for any
17 additional incremental bids following the Initial Overbid by any qualified bidder (other than
18 Proposed Purchaser), the overbid must be in an amount equal to or greater than \$50,000
19 in value to the estate in excess of the Initial Overbid or any incremental subsequent
20 overbid (the "Incremental Overbid").

21 **PLEASE TAKE FURTHER NOTICE** that no later than seven (7) days prior
22 to the Sale Hearing, the Debtor shall serve a schedule of proposed cure amounts for any
23 lease or executory contract that the Debtor proposes to assume and assign to the
24 Successful Bidder.

25 **PLEASE TAKE FURTHER NOTICE** that no later three (3) business days
26 prior to the Sale Hearing, the Debtor shall file and serve a pleading (the "Modified
27 Assumption List") listing any additions (with proposed cure amounts), deletions or
28 changes in asserted cure payments with respect to the contracts and leases set forth in

1 the Sale Motion and the Purchase Agreement that the Debtor intends to assume and
2 assign to Proposed Purchaser or any successful overbidder in connection with the
3 Proposed Sale, if any, and serve that pleading on each non-Debtor party to a contract or
4 lease listed on the Modified Assumption List, as well as on Proposed Purchaser, counsel
5 to Proposed Purchaser and the United States Trustee.

6 **PLEASE TAKE FURTHER NOTICE** that, as set forth in the Sale Approval
7 Motion, the Debtor will request that the Court, pursuant to 11 U.S.C. §§ 105, 363(b),
8 363(f), 365, and Rules 2002, 6004, and 6006 of Federal Rules of Bankruptcy Procedure,
9 enter an order (the "Proposed Sale Order"), granting the following relief:

10 1. Authorizing the Debtor to sell assets (the "Assets") to Proposed
11 Purchaser, or to any successful qualified overbidder (the "Successful Overbidder"), at the
12 Sale Hearing, pursuant to the terms and conditions of the Purchase Agreement and the
13 Sale Procedures. A true and correct copy of the Purchase Agreement is attached as
14 Exhibit 2 to the Sale Approval Motion. The Assets to be sold to Purchaser pursuant to
15 the Purchase Agreement are described in detail in section 1.1 of the Purchase
16 Agreement and the exhibits and schedules attached thereto.

17 2. Authorizing the assumption and assignment of each executory
18 contract and unexpired lease listed on Schedules 1.1(a), 1.1(b) and 1.1(h) to the
19 Purchase Agreement, as supplemented or modified by the Modified Assumption List
20 (collectively, the "Assumed Contracts"), and determining the amount of any cure payment
21 required to be paid in connection therewith.

22 3. Authorizing the Debtor to execute, and perform under, the
23 documents the Debtor is required to deliver at the Closing (as defined in the Purchase
24 Agreement), including, without limitation, the Purchase Agreement.

25 4. To the extent applicable, authorizing the Debtor and its respective
26 officers to execute all other applicable documents and to take all actions necessary to
27 complete the proposed transactions.

28

1 5. Finding that Purchaser or the Successful Overbidder, as the case
2 may be, (a) is a third-party, arm's-length, good faith purchaser of the Assets, (b) is
3 qualified to purchase the Assets, and (c) therefore will acquire the Assets in good faith
4 within the meaning of 11 U.S.C. § 363(m).

5 6. Finding that the sale of the Transferred Assets will be free and clear
6 of any and all liens, claims, encumbrances, interests, set-offs, rights of recoupment,
7 actions, causes of action, demands, debts, obligations, liabilities, reclamation rights and
8 other rights and interests against the Assets pursuant to 11 U.S.C. § 363(f).

9 7. Ordering that any and all liens, claims, encumbrances, interests, set-
10 offs, rights of recoupment, actions, causes of action, demands, debts, obligations,
11 liabilities, reclamation rights and other rights and interests against the Transferred
12 Assets, to the extent there are any, shall attach to the proceeds of the sale of the Assets
13 with the same validity, enforceability, and priority, if any, as existed with respect to the
14 Assets as of the date of the commencement of this chapter 11 case, subject to any rights,
15 claims and defenses that the Debtor possesses with respect thereto.

16 8. Waiving the ten (10) day stay provision of Rules 6004(g) and 6006(d)
17 of the Federal Rules of Bankruptcy Procedure.

18 **PLEASE TAKE FURTHER NOTICE** that, any opposition to the Sale
19 Approval Motion, must be filed with the Court and served on bankruptcy counsel for the
20 Debtor, counsel for Proposed Purchaser, and counsel for the Unsecured Creditors'
21 Committee no later than July 1, 2008. Any reply to any objection to the Sale Approval
22 Motion shall be filed and served by hand by no later than July 7, 2008.

23 **PLEASE TAKE FURTHER NOTICE** that any opposition to the assumption
24 and assignment or to any asserted cure amount of any Assumed Contract (any real
25 property lease or executory contract) listed on the Modified Assumption List must, by no
26 later than one (1) day before the Sale Hearing, be filed with the Court and served by e-
27 mail, fax, or personal delivery on bankruptcy counsel for the Debtor, counsel for
28 Proposed Purchaser, and counsel for the Committee.

1 **PLEASE TAKE FURTHER NOTICE** that the information for service on
2 bankruptcy counsel for the Debtor, counsel for Proposed Purchaser, and counsel for the
3 Unsecured Creditors' Committee is as follows:

4 Debtor's Bankruptcy Counsel

5 SulmeyerKupetz, a professional corporation
6 333 South Hope Street, 35th Floor
7 Los Angeles, California 90071
8 Attention: David S. Kupetz, Esq.
9 Mark S. Horoupian, Esq.
10 Telephone: (213) 617-5274
11 Fax: (213) 629-4520
12 Email: dkupetz@sulmeyerlaw.com
13 mhoroupian@sulmeyerlaw.com

14 Proposed Purchaser's Counsel

15 Schottenstein Zox & Dunn Co., LPA
16 250 West Street, Ste. 700
17 Columbus, OH 43215
18 Attention: Robert R. Ouellette Esq.
19 Telephone: (614) 462-2242
20 Fax: (614) 462-5135
21 Email: rouellette@szd.com

22 and

23 Unsecured Creditors' Committee Counsel

24 Landsberg Margulies LLP
25 16030 Ventura Boulevard, Suite 470
26 Encino, California 91436-2731
27 Attention: Craig Margulies, Esq.
28 Attention: Ian Landsberg, Esq.
 Email: cmargulies@lm-lawyers.com
 Email: ilandsberg@lm-lawyers.com

29 **PLEASE TAKE FURTHER NOTICE** that the failure to timely file and serve
30 an opposition shall be deemed to be consent to the proposed sale of the Debtor's assets
31 and the assumption and assignment of the Assumed Contracts (real property leases and
32 other executory contracts) to Proposed Purchaser or a Successful Overbidder, as the
33 case may be, at the Sale Hearing.

34 **PLEASE TAKE FURTHER NOTICE** that if a party has not received and
35 desires to receive a copy of the Sale Approval Motion (and the pleadings and papers filed

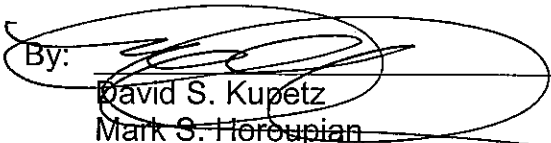
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in support of the Motion) they should contact bankruptcy counsel for the debtor:
SulmeyerKupetz, 333 South Hope Street 35th Floor, Los Angeles, California 90071 (213)
626-2311, attn: Debbie Perez, email: dperez@sulmeyerlaw.com, and a copy will be
promptly provided.

DATED: June 19, 2008

SulmeyerKupetz
A Professional Corporation

By: 
David S. Kupetz
Mark S. Horoupian
Attorneys for Bankruptcy Counsel for eStyle,
Inc., Debtor and Debtor in Possession

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EXHIBIT 1
Sale Procedures
(see attached)

SALE PROCEDURES

The following procedures (the "Sale Procedures") shall govern the sale and auction (the "Sale") of assets of eStyle, Inc. a Delaware corporation (the "Debtor"). These Sale Procedures have been approved and authorized by an order (the "Sale Procedure Order") of the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "Bankruptcy Court") entered in the chapter 11 case of the Debtor (Case No. 2:08-bk-13518-SB).

1. Proposed Purchaser. Pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") by and between the Debtor and TRS Acquisition Subsidiary, Inc., a Delaware corporation, a portfolio company of Hancock Park Capital II, L.P. ("Proposed Purchaser"), dated as of June 18, 2008, Proposed Purchaser has agreed to purchase assets of the Debtor (the "Transferred Assets"). The Transferred Assets are described in greater detail in Section 1.1 of the Purchase Agreement and the exhibits and schedules attached thereto. The sale contemplated under the Purchase Agreement involves the sale of the Debtor's business, in large part, as a going concern. Copies of the Purchase Agreement, Sale Procedure Order, and the Debtor's motion for approval of the Sale (the "Sale Approval Motion") may be obtained by request made to the Debtor's general bankruptcy counsel, SulmeyerKupetz, a professional corporation, 333 South Hope Street, 35th floor, Los Angeles, California 90071, (telephone) (213) 626-2311, (fax) (213) 629-4520, e-mail: jpomerance@sulmeyerlaw.com, Attn: Jeffrey Pomerance. The Sale is subject to an overbid opportunity and, if necessary, a determination by the Bankruptcy Court of which entity has submitted the highest and best bid pursuant to the procedures set forth in the Sale Procedure Order and herein. Proposed Purchaser shall be treated as a Qualified Bidder (as defined in Section 2 below) and the Purchase Agreement shall be treated as a Qualified Bid (as defined in Section 2 below) for all purposes under these Sale Procedures.

2. Qualified Bidders/Qualified Bids. To be a "Qualified Bidder", an entity ("Bidder(s)") that is interested in purchasing the Debtors' business and/or assets (the "Assets" the term "Assets" includes the "Transferred Assets") must submit to the Debtor and the Official Unsecured Creditors' Committee (the "Committee") appointed in the Debtor's chapter 11 case a "Qualified Bid" in conformance with this paragraph and the Sale Procedure Order by no later than the Bid Deadline (as defined in Section 3 below). To be a Qualified Bidder, the bidder must comply in all respects with the following and submit a written bid (a "Qualified Bid"):

(a) that contains a letter (i) setting forth the identify of the bidder, the contact information for such bidder, and full disclosure of any affiliates or insiders of the Debtor involved in such bid, and (ii) summarizing the proposed consideration the bidder proposes to pay for the Assets;

(b) that is accompanied by an executed Asset Purchase Agreement (i) which should substantially be in the form of the Purchase Agreement and should be "blacklined" to reflect changes to the Purchase Agreement, (ii) which shall contain terms

and conditions for the purchase of the Assets that are substantially similar to or better (from the perspective of the Debtor's bankruptcy estate) than those contained in the Purchase Agreement, (iii) which shall provide for a closing on or before the date required by the Purchase Agreement, and (iv) which shall not contain any conditions to closing for any reason other than those expressly set forth in the Purchase Agreement;

(c) that provides for a proposed purchase price for the Debtor's assets that is at least \$210,000 more in value to the Debtor's bankruptcy estate than the amount of the value to the Debtor's estate provided under the Purchase Agreement;

(d) that provides satisfactory evidence to the Debtor and the Committee of the bidder's (i) financial ability to consummate the sale of the Debtor's assets, and (ii) ability to consummate the Sale on the date and on the terms and conditions no less favorable to the Debtor's bankruptcy estate than as contemplated by the Purchase Agreement;

(e) that is accompanied by a declaration of the bidder attesting to the bidder's ability to provide adequate assurance of future performance with respect to any and all real property leases and other executory contracts to be assumed and assigned by the Debtor in connection with the Asset Purchase Agreement submitted by the bidder (this declaration will be provided by the Debtor to all non-debtor parties to leases and contracts proposed to be assumed and assigned to the bidder and to the Committee);

(f) that is accompanied by a deposit (unless this requirement for a deposit is waived by agreement of the Debtor and the Committee based on information received from the bidder) (the "Deposit") in the amount of \$100,000 in the form of a certified check or wire transfer to the Debtor's bankruptcy counsel (to be held in a trust account). Assuming the Deposit is required, the bidder shall forfeit the Deposit if (i) the bidder is the Successful Bidder (as defined in Section 6 below), in which case, the Deposit will be applied against the Purchase Price, (ii) if the bidder modifies or withdraws the bid without the Debtor's consent before the consummation of the sale of the Assets to such bidder, or (iii) if the bidder breaches the terms and conditions of the agreement pursuant to which the bidder has agreed to purchase the Assets; provided, however, that the Deposit shall be returned promptly to the bidder only (x) if the bidder is determined by the Court not to be a Qualified Bidder, or (y) under the circumstances contemplated by Section 8 below.

Any disputes as to whether a bid constitutes a Qualified Bid, or if a bidder is a Qualified Bidder, will be resolved by the Court at the Auction (as defined in Section 5 below).

3. Time for Submission of Qualified Bids. Any Qualified Bidder that desires to participate in the Auction shall deliver a copy of its written bid not later than 4:00 p.m. Pacific Time on July 1, 2008 (the "Bid Deadline") to: (1) the Debtor's general bankruptcy counsel, SulmeyerKupetz, a professional corporation, 333 So. Hope Street,

35th Floor, Los Angeles, California 90071, attn: Jeffrey Pomerance, Fax: (213) 629-4520, email: jpomerance@sulmeyerlaw.com; and (2) the Committee's counsel, Landsberg Margulies, LLP, 16030 Ventura Blvd., Ste. 470, Encino, CA 91436-2731, Attn: Ian Landsberg, email: ilandsberg@lm-lawyers.com.

4. Notification of Opening Bid. At the commencement of the Auction, the Debtor will identify the opening bid, which will be a Qualified Bid that the Debtor determines is the highest and best Qualified Bid, subject to the Court's determination if there is a dispute. If no timely Qualified Bid is submitted, the Debtor shall request at the Sale Hearing that the Bankruptcy Court approve the Sale of the Transferred Assets to Proposed Purchaser pursuant to the terms and conditions of the Purchase Agreement.

5. The Auction. The auction ("Auction") shall commence and take place on July 8, 2008 at 11:00 a.m. Pacific Time, before the Honorable Samuel L. Bufford, United States Bankruptcy Judge, in Courtroom 1575 of the United States Bankruptcy Court for the Central District of California, 255 East Temple Street, Los Angeles, California 90012. The Auction shall be open and conducted in the Bankruptcy Court. Qualified Bidders must attend the Auction in person or through an authorized representative or agent with actual authority (x) to participate in the Auction and (y) to bind such Qualified Bidder. During the Auction, any Qualified Bidder may increase its Qualified Bid by another Qualified Bid that:

- (a) provides value to the Debtor's bankruptcy estate that exceeds the value provided pursuant to the then highest Qualified Bid or Increased Bid (as defined below), if any, in accordance with the minimum requirements as set forth in this Section 5(c) below;
- (b) identifies specifically any other charges made to such Qualified Bidder's prior Qualified Bid; and
- (c) satisfies the requirements of Section 2 above.

Any bid received from a Qualified Bidder during the Auction that is an Initial Overbid or Incremental Overbid (as defined below) and that satisfies the requirements set forth in subsections (a) through (c) of this Section 5 shall constitute an "Increased Bid." For purposes hereof, an "Initial Overbid" shall refer to any initial incremental overbid by any Qualified Bidder other than Proposed Purchaser, in an amount equal to or greater than \$210,000 in value in excess of the value to the estate pursuant to the Purchase Agreement, and an "Incremental Overbid" shall refer to any incremental overbid thereafter following the Initial Overbid by any Qualified Bidder in an amount equal to or greater than \$50,000 in value to the Debtor's bankruptcy estate in excess of the Initial Overbid or any prior incremental overbid.

In the event the bid of Proposed Purchaser is not the winning bid, or in the event of an Increased Bid (either by virtue of an Initial Overbid or an Incremental Overbid), Proposed Purchaser will be entitled, but not obligated, to submit successive

incremental overbids and will be entitled, in the calculation of the amount of Proposed Purchaser's increased bids for a credit in the aggregate amount of the Break-Up Fee (as such term is defined in the Sale Procedure Order).

6. Selection of Successful Bidder. At the Auction, the Debtor, the Committee, and the Court shall review and consider each of the Qualified Bids and the Increased Bids, if any. To the extent there is a dispute and subject to the recommendations of the Debtor and the Committee, the Court shall determine which of the Qualified Bids or Increased Bids constitutes the highest and otherwise best bid (in terms of value to the Debtor's bankruptcy estate) for the Assets. Subject to the preceding sentence, and in compliance with these Sale Procedures, the bidder making the bid that is selected at the Auction as the highest and best (in terms of value provided to the bankruptcy estate) shall be considered the "Successful Bidder", subject to Proposed Purchaser's right to match. At the Sale Hearing, at the request of the Debtor and/or the Committee, the Court may designate the next highest willing designee as the "Back-Up Purchaser" to whom a sale will be made in the event that the Successful Bidder fails to timely close the transaction.

7. Bankruptcy Court Approval of the Successful Bidder. A hearing on all of the relief requested in Debtor's Sale Approval Motion, including the assumption and Assignment of the Assumed Contracts (real property leases and other executory contracts to be assumed and assigned to the Successful Bidder), and to confirm the results of the Auction (the "Sale Hearing") shall be held before the Honorable Samuel L. Bufford, United States Bankruptcy Judge, as soon as the Auction is completed on July 8, 2008 at 11:00 a.m. Pacific Time.

9. Returns of Deposits. Within three (3) business days after the entry by the Bankruptcy Court of its order (the "Approval Order") approving the Sale of the Assets to the Successful Bidder, the Deposits (if any) submitted by all bidders shall be returned, except for the Deposit of the Successful Bidder, in which case the Deposit will be applied to the purchase price for the Assets, and except with respect to any bidder that forfeits its Deposit under Section 3(f) above. Except as otherwise provided for in Section 3(f) above, in the event that the Debtor cancels the proposed Sale of the Assets, or withdraws the motion to approve the Sale of the Assets, the Deposits submitted by all bidders shall be returned promptly.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 333 South Hope Street, Thirty-Fifth Floor, Los Angeles, California 90071-1406.

On June 19, 2008 (via e-mail), and June 20, 2008 (via express mail), I served the following document(s) described as **NOTICE OF SALE, BIDDING AND AUCTION PROCEDURES AND HEARING ON MOTION FOR ORDER AUTHORIZING AND APPROVING: (1) THE SALE OF ESTYLE, INC., FREE AND CLEAR OF LIENS, AND (2) THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED NONRESIDENTIAL REAL PROPERTY LEASES IN CONNECTION THEREWITH** on the interested parties in this action as follows:

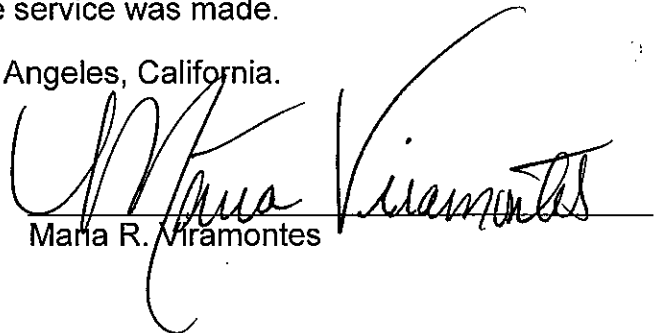
SEE ATTACHED SERVICE LIST

BY E-MAIL OR ELECTRONIC TRANSMISSION: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from e-mail address mviramontes@sulmeyerlaw.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

BY EXPRESS MAIL: I enclosed said document(s) in an envelope or package provided by the United States Postal Service and addressed to the persons at the addresses listed in the Service List. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of .

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on June 20, 2008, at Los Angeles, California.



Maria R. Viramontes

SulmeyerKupetz, A Professional Corporation
333 SOUTH HOPE STREET, THIRTY-FIFTH FLOOR
LOS ANGELES, CALIFORNIA 90071-1406
TEL. 213.626.2311 • FAX 213.629.4520

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SERVICE LIST

DEBTOR

eStyle, Inc.
865 South Figueroa Street
Suite 2700
Los Angeles, CA 90017
EFabricant@babystyle.com
(Served via e-mail on 6/19/08)

OFFICE OF THE UNITED STATES TRUSTEE

Attn: Bruce Schildkraut, Esq.
Ernst & Young Plaza
725 South Figueroa St., 26th Floor
Los Angeles, CA 90017
Bruce.Schildkraut@usdoj.gov
(Served via e-mail on 6/19/08)

ATTORNEY FOR COMMITTEE OF UNSECURED CREDITORS

Craig G. Margulies, Esq.
Ian S. Landsberg, Esq.
LANDSBERG MARGULIES LLP
16030 Ventura Blvd., Ste. 470
Encino, CA 91436-2731
cmargulies@lm-lawyers.com
ilandsberg@lm-lawyers.com
(Served via e-mail on 6/19/08)

COMMITTEE OF UNSECURED CREDITORS

Direct Marketing Solutions
Attn: Michael Sherman, CEO
8534 NE Alderwood Road
Portland, OR 97220
(Served via Express mail on 6/20/08)

McClaren USA
Attn: Edward Ruzzo, Credit Manager
4 Testa Place
South Norwalk, CT 06854
(Served via Express mail on 6/20/08)

Simon Property Group, Inc.
Attn: Ronald M. Tucker, V.P./BK Counsel (Chairperson)
225 W. Washington St.
Indianapolis, IN 46204
rtucker@simon.com
(Served via e-mail on 6/19/08)

Splendid Littles
Attn: Jepelte Zayco, Controller
dba of Mo Industries Inc
3751 S. Hill Street
Los Angeles, CA 90007

SulmeyerKupetz, A Professional Corporation
333 SOUTH HOPE STREET, THIRTY-FIFTH FLOOR
LOS ANGELES, CALIFORNIA 90071-1406
TEL. 213.626.2311 • FAX 213.629.4520

- 1 (Served via Express mail on 6/20/08)
2 United Parcel Service
c/o Steven Sass
3 The Receivable Management Services Corp. (Agent)
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4 Hunt Valley, MD 21030
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- 4 Kierland Residential/Retail I, LLC
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- 7 Maxtana Ave LLC
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- 8 Santa Monica, CA 90403
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- 10 Maxtana Avenue, LLC
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- 14 Sacramento, CA 95833
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- 16 Mayflower Atrium LLC
Atrium Mall
14176 Collections Ctr Dr
- 17 Chicago, IL 60693
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- 19 Mayflower Atrium, LLC
c/o M.S. Management Associates Inc.
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- 20 115 West Washington
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- 21 *(Served via Express mail on 6/20/08)*
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- 35 Scottsdale, AZ 85251
- 36 *(Served via Express mail on 6/20/08)*
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- 40 P.O. Box 2172
- 41 401 Wilshire Blvd., Ste. 700
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- 45 c/o Bank of America
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- 47 Los Angeles, CA 90074-6991

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New York, NY 01008-7772
- 25 *(Served via Express mail on 6/20/08)*
- 26 Linkshare Corporation
c/o JPMorgan Chasebank NA
- 27 PO Box 30772
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