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6
7 Bankruptcy Counsel for eStyle, Inc.,
Debtor and Debtor in Possession

8
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
22

Case No. 2:08-bk-13518-SB

Chapter 11

**NOTICE OF MODIFIED 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 Court
5 approved, with certain modifications noted herein, the Debtor's Motion for approval of
6 sale procedures and protections (the "Sale Procedure Motion") which came before the
7 Court for hearing on June 24, 2008 at 11:00 a.m. The allocation and distribution of the
8 proceeds of the sale will be made in accordance with the terms of a chapter 11 plan (the
9 "Plan") the Debtor intends to file in the near future.

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

27 **PLEASE TAKE FURTHER NOTICE** that a detailed statement of the
28 procedures (including overbid opportunity) approved by the Court at the hearing on the

1 Sales Procedures Motion, are set forth in Exhibit 1 (the "Sale Procedures") to this Notice.
2 The Sale Procedures include: (1) a breakup fee ("Break-Up Fee") in the amount of
3 \$180,000 to be paid only in the event of an overbid and the consummation of a sale to a
4 third party, subject to satisfactory evidence of the appropriateness of the Break-Up Fee
5 being submitted to the Court by no later than July 1, 2008; (2) a deadline for qualification
6 of bids, as set forth in Section 3 of the Sales Procedures (the "Bid Deadline"); (3) a
7 requirement that all competing bidders make a cash deposit of not less than \$100,000,
8 unless this requirement is waived by agreement of the Debtor and the official unsecured
9 creditors' committee (the "Committee") appointed in the Debtor's chapter 11 case based
10 on information received from the bidder (the "Minimum Deposit"); (4) an auction to take
11 place in Court at the Sale Hearing, if a qualified overbid is received by the Bid Deadline;
12 and (5) a requirement that (a) for any initial incremental overbid by any qualified bidder
13 other than Proposed Purchaser, the overbid must be in an amount equal to or greater
14 than \$200,000 in value to the in excess of the value to the bankruptcy estate under the
15 Purchase Agreement ("Initial Overbid"), and (b) thereafter for any additional incremental
16 bids following the Initial Overbid by any qualified bidder (other than Proposed Purchaser),
17 the overbid must be in an amount equal to or greater than \$50,000 in value to the estate
18 in excess of the Initial Overbid or any incremental subsequent overbid (the "Incremental
19 Overbid").

20 **PLEASE TAKE FURTHER NOTICE** that by no later than June 26, 2008,
21 the Debtor shall serve a schedule of proposed cure amounts (the "Cure Schedule") for
22 any lease or executory contract that the Debtor proposes to assume and assign to the
23 Successful Bidder.

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

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

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

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

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

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

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

27 5. Finding that Purchaser or the Successful Overbidder, as the case
28 may be, (a) is a third-party, arm's-length, good faith purchaser of the Assets, (b) is

1 qualified to purchase the Assets, and (c) therefore will acquire the Assets in good faith
2 within the meaning of 11 U.S.C. § 363(m).

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

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

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

16 **PLEASE TAKE FURTHER NOTICE** that, any objection to the Sale
17 Approval Motion, including the Cure Schedule, shall be filed and served no later than July
18 2, 2008, subject to additional time that may be provided affected landlords with respect to
19 the issue of adequate assurance of future performance or other issues in connection with
20 the assumption and assignment of real property leases, as provided below. Moreover, if
21 an objection with respect to adequate assurance of future performance involves
22 Confidential Bidder Financial Information (as defined in the attached Sale Procedures),
23 any objection relating to such Confidential Bidder Information shall be limited to a
24 summary of factual and legal arguments, and shall not expressly refer to the details of
25 any Confidential Bidder Information. If any objections to adequate assurance of future
26 performance relating to or arising from Confidential Bidder Financial Information are not
27 resolved prior to the July 8, 2008 Sale Hearing, the Court shall address at the Sale
28 Hearing the handling of such Confidential Bidder Information (including whether any

1 evidentiary material shall be filed under seal), a briefing schedule and the setting of a
2 further evidentiary hearing no later July 15, 2008 on the issue of adequate assurance of
3 future performance. Notwithstanding the foregoing, as set forth in the Sale Procedures, if
4 information regarding adequate assurance of future performance by a bidder with respect
5 to real property leases to be assumed and assigned in connection with the Asset
6 Purchase Agreement submitted by the bidder has not been provided to the Debtor,
7 counsel for the landlords under the subject leases, counsel to the Committee, and
8 counsel to Wachovia by June 26, 2008, and if such a bidder is determined to be the
9 successful bidder at the Auction, such affected landlords will have the right to request a
10 continuance of the Sale Hearing set for July 8, 2008, for a period of not more than one
11 week to address the adequate assurance issue, if any exists. The foregoing procedures
12 shall also apply to New Breed in the event that Debtor's executory contract with New
13 Breed is sought to be assumed and assigned. Any reply to any objection to the Sale
14 Approval Motion shall be filed and served by hand by no later than July 7, 2008.

15 **PLEASE TAKE FURTHER NOTICE** that any opposition filed to the Sale
16 Motion shall be served by email or facsimile on bankruptcy counsel for the Debtor,
17 counsel for Proposed Purchaser, and counsel for the Unsecured Creditors' Committee,
18 whose service information is as follows:

19 Debtor's Bankruptcy Counsel

20 SulmeyerKupetz, a professional corporation
21 333 South Hope Street, 35th Floor
22 Los Angeles, California 90071
23 Attention: David S. Kupetz, Esq.
24 Mark S. Horoupian, Esq.
25 Telephone: (213) 617-5274
26 Fax: (213) 629-4520
27 Email: dkupetz@sulmeyerlaw.com
28 mhoroupian@sulmeyerlaw.com

25 Proposed Purchaser's Counsel

26 Schottenstein Zox & Dunn Co., LPA
27 250 West Street, Ste. 700
28 Columbus, OH 43215
Attention: Robert R. Ouellette Esq.
Telephone: (614) 462-2242

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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Fax: (614) 462-5135
Email: rouellette@szd.com

and

Unsecured Creditors' Committee Counsel

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

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

PLEASE TAKE FURTHER NOTICE that if a party has not received and desires to receive a copy of the Sale Approval Motion (and the pleadings and papers filed 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 25, 2008

SulmeyerKupetz
A Professional Corporation

By: 

David S. Kupetz

Mark S. Horoupian
Attorneys for Bankruptcy Counsel for eStyle,
Inc., Debtor and Debtor in Possession

EXHIBIT A

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. ("Proposed Purchaser"), a Delaware corporation, a portfolio company of Hancock Park Capital II, L.P., 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 and the Purchase Agreement shall be treated as a qualified bid for all purposes under these Sale Procedures.

2. **Materials/Information Required in Order for Qualification to Bid.** To be a qualified bidder, an entity 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, the Official Unsecured Creditors' Committee (the "Committee") appointed in the Debtor's chapter 11 case, and the Debtor's senior secured creditor, Wachovia Capital Finance Corporation (Western) ("Wachovia") the following by July 3, 2008:

(a) 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) 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) satisfactory evidence, subject to the confidentiality provisions described in Section 2(e) below, 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;

(d) a declaration 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, with supporting documentation, will be provided no later than July 3, 2008 by the bidder and/or the Debtor to all non-debtor parties to leases and contracts proposed to be assumed and assigned to the bidder and to the Committee). With respect to financial information and supporting documentation that is confidential and proprietary to the bidder and designated by the bidder as such ("Confidential Bidder Financial Information"), consistent with Section 5.3(b) of the Purchase Agreement, the Debtor, the Committee, Wachovia, landlords under leases subject to assumption and assignment, and non-debtor parties to other executory contracts, and each of their respective agents and authorized representatives shall (i) treat the Confidential Bidder Financial Information as confidential and proprietary information of the bidder that has provided such information, (ii) not disclose the Confidential Bidder Financial Information to any person or entity, other than the parties referenced in this paragraph and the Bankruptcy Court, (iii) obtain confidential treatment of the Confidential Bidder Financial Information by the Bankruptcy Court, as may be directed by the Court at the July 8, 2008 Sale Hearing, and (iv) not permit or cause to be entered into evidence the Confidential Bidder Financial Information with respect to any proceedings before the Bankruptcy Court or otherwise, unless the accuracy or adequacy of the Confidential Bidder Financial Information is directly at issue, except as may be authorized or directed by the Court. Pending the July 8, 2008 Sale Hearing, Confidential Bidder Financial Information shall not be publicly disclosed in any filing or in any other manner and any opposition filed prior to the Sale Hearing July 8, 2008 on the showing of adequate assurance of future performance as it relates to Confidential Bidder Financial Information shall be limited to a summary of factual and legal arguments. These provisions regarding Confidential Bidder Financial Information shall also apply to Section 2(d) above;

(e) a deposit (unless this requirement for a deposit is waived by agreement of the Debtor, the Committee, and Wachovia 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 qualified, or (y) under the circumstances contemplated by Section 8 below.

Any disputes as to whether a bid is a qualified bid will be resolved by the Court at the Auction (as defined in Section 5 below).

3. Deadline for Qualification. Any party that desires to participate in the Auction shall deliver (by email, fax, or personal service) the materials and information listed in Section 2 above on July 3, 2008 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 Mark Horoupian, email: mhoroupian@sulmeyerlaw.com; (2) the Committee's counsel, Landsberg Margulies, LLP, 16030 Ventura Blvd., Ste. 470, Encino, California 91436-2731, Attn: Ian Landsberg, Fax (818) 705-3777, email: ilandsberg@lm-lawyers.com; (3) Wachovia's counsel, Levy, Small & Lallas, 815 Moraga Drive, Los Angeles, California 90049, attn: Leo Plotkin, Fax (310) 471-7990, email: lplotkin@lsl-la.com. Notwithstanding the foregoing, if information regarding adequate assurance of future performance by a bidder with respect to real property leases, and executory contracts, to be assumed and assigned in connection with the Asset Purchase Agreement submitted by the bidder is not provided to the Debtor, counsel for the landlords under the subject leases, counsel to the Committee, counsel to the New Breed, Inc. (if its contract with the Debtor is to be assumed) and counsel to Wachovia by **June 26, 2008**, and if such a bidder is determined to be the Successful Bidder (as defined below) at the Auction (as defined below), such landlords will have the right to request a continuance of the Sale Hearing (as defined below) set for July 8, 2008, for a period of not more than one week, to address the adequate assurance issue, if any exists.

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 overbid 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. 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 bidder.

During the Auction, any qualified bidder may increase its 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, in accordance with the minimum requirements as set forth in this Section 5(c) below;
- (b) identifies specifically any other charges made to such bidder's prior 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 in an amount equal to or greater than \$200,000 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, in the event that the Court approves a break-up fee for the Proposed Purchaser, to a credit in the amount of the break-up fee.

6. Selection of Successful Bidder and Back-Up Purchaser. At the Auction, the Debtor, the Committee, Wachovia, and the Court shall review and consider each of the Qualified Bids and the Increased Bids, if any, and shall advise the Court of their views with respect to the bids. At the conclusion of bidding, the Court shall determine which bid 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". At the Sale Hearing, 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. In the event that there is an unresolved issue regarding adequate assurance of future performance or any other issue involving Confidential Bidder Financial Information with respect to the assumption and assignment of real property leases or the Debtor's contract with New Breed, the Court will address any issues at the July 8, 2008, Sale Hearing regarding the filing and presentation of papers including Confidential Bidder Financial Information and may set a continued final hearing on the Sale Motion for a date that is to be no later than July 15, 2008.

8. **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.

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 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 At the time of service, I was over 18 years of age and **not a party to this action**. I
4 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.

5 On June 25 2008, I served the following document(s) described as "**NOTICE OF
6 MODIFIED SALE, BIDDING AND AUCTION PROCEDURES AND HEARING ON
7 MOTION FOR ORDER AUTHORIZING AND APPROVING: (1) THE SALE OF
8 ESTYLE, INC., FREE AND CLEAR OF LIENS, AND (2) THE ASSUMPTION AND
9 ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED NONRESIDENTIAL
10 REAL PROPERTY LEASES IN CONNECTION THEREWITH**" on the interested parties
in this action as follows:

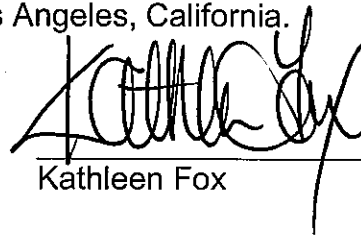
9 **SEE ATTACHED SERVICE LIST**

10 **BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the
11 persons at the addresses listed in the Service List and placed the envelope for collection
and mailing, following our ordinary business practices. I am readily familiar with
12 SulmeyerKupetz's practice for collecting and processing correspondence for mailing. On
the same day that the correspondence is placed for collection and mailing, it is deposited
13 in the ordinary course of business with the United States Postal Service, in a sealed
envelope with postage fully prepaid.

14 **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an
15 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 kfox@sulmeyerlaw.com to the persons at
16 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
17 was unsuccessful.

18 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.

19 Executed on June 25, 2008, at Los Angeles, California.

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Kathleen Fox

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 SERVICE LIST

2 **OFFICE OF THE UNITED STATES TRUSTEE**

Office of the United States Trustee
3 Attn: Bruce Schildkraut, Esq.
Ernst & Young Plaza
4 725 South Figueroa St., 26th Floor
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