

5/19/00

08-15-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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OPR/FINANCE

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

06/14/2000 ASCOTT 00000130 74708485

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 175.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002092 FRAME: 0723

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="74/708,485"/>	<input type="text" value="74/638,859"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="1,779,896"/>	<input type="text" value="2,236,966"/>	<input type="text" value="1,796,926"/>
<input type="text" value="1,785,027"/>	<input type="text" value="1,656,738"/>	<input type="text" value="1,768,550"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

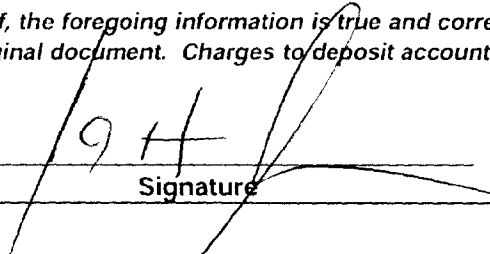
Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

DANIEL H. SOOFERAN

Name of Person Signing



Signature

5-15-00

Date Signed

BILL OF SALE AND ASSIGNMENT

FROM

**ALPAN, INC., BY AND THROUGH ITS RECEIVER, FREDERICK HAMER, TO ALPAN
LIGHTING PRODUCTS, INC.**

THIS BILL OF SALE AND ASSIGNMENT ("Bill of Sale") is made as of this 7th day of December, 1999, by and between ALPAN, INC., by and through its receiver, Frederick Hamer ("Seller") and ALPAN LIGHTING PRODUCTS, INC. ("Buyer"), as follows:

WITNESSETH:

Seller, for and in consideration of valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby absolutely and unconditionally GRANT, SELL, TRANSFER, CONVEY, ASSIGN and DELIVERY to Buyer all of its right, title and interest in and to Seller's Assets (collectively, the "Purchased Assets") described and set forth in the attached Exhibit A, which is expressly incorporated herein.

Seller hereby sells, transfers, conveys, assigns and delivers to Buyer the Purchased Assets under the terms of conditions set forth in the Asset Purchase and Sale Agreement dated as of November 15, 1999.

Seller hereby covenants that Seller shall at any time and from time-to-time upon written request therefor, execute and deliver to Buyer such documents and perform such further acts as Buyer may reasonably request in order to confirm and/or effectuate the conveyance to Buyer of the Purchased Assets and the Assigned Items.

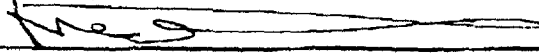
This Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

By accepting this Bill of Sale, Buyer is acknowledging that it shall be responsible for the payment of, and shall pay as and when due, any and all sales-related taxes arising out of the transaction which is the subject of this Bill of Sale.

Further, by accepting this Bill of Sale, Buyer is acknowledging that the representations, warranties and covenants of Seller set forth herein and in the Asset Purchase and Sale Agreement are being made for the sole benefit of Buyer.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first hereinabove written.

ALPAN, INC.
BY AND THROUGH ITS RECEIVER
FREDERICK HAMER

By: 

Name: FREDERICK HAMER

Its: 1

SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA
MINUTE ORDER

CASE NO: CIV179584
DATE: 10/27/99

IMPERIAL BANK VS ALPAN INC
TIME: 3:00 DEPT: 31

MOTION RE: TO APPROVE RCVR'S SALE OF BUSINESS; MPA'S; &
DECLARATION OF FREDERICK HAMER BY FREDERICK HAMER

Honorable BARBARA A. LANE, Judge presiding. Clerk: SUSAN MANZANO.
Court Reporter: JOAN KIDDIE.

IMPERIAL BANK A CALIFORNIA CORPORATION present by counsel PETER
CSATO.

ALPAN INC. A CALIFORNIA CORPORATION present by counsel IRA KHARASCH.

ANTHONY HUFF present in pro per.

PHIL LERCH present in pro per.

Receiver present with counsel James R. Felton.

Also present: Danny Soofarian, proposed buyer.

At 4:10 p.m., court convenes.

The court notes for the record that there are 3 offers pending.
However, the Green offer has been withdrawn, and the IGF Financial
Corp. offer is not supported by anyone.

Counsel duly argue.

Matter submitted to the court with argument.

At 4:40 p.m., the court directs a recess.

Reason: Counsel and buyer to conduct conference re: terms of sale.

At 4:48 p.m., court reconvenes.

All parties present.

Written agreement to be prepared and submitted no later than 11-01-99,
with no further offers. Danny Soofarian, buyer, will agree to wait
until the last shipment has been made before he makes the sale call to
Compco. Once this is accomplished Mr. Soofarian will be willing to
close within 5 days of that call.

THE COURT FINDS/ORDERS:

The court having received only one offer, makes the following order:

Receiver is directed to complete a sale of defendant Alpan Inc. to
Danny Soofarian offer. The agreement is to be signed by 11-01-99. The
court then asks if this order is what everyone wants, all agree

At 5:07 p.m., Mr. Felton reads the terms of sale into the court reported record. The court confirms that Mr. Soofarian has an agreement on the record. Sale is to be completed by 11-01-99, with no other offers. Sale to close 5 days after call to Compco, closing deal after 11-12-99.

Under the Above Terms, the Sale is approved.

The court reserves jurisdiction, pursuant to CCP 664.6.

Formal order to be submitted by Mr. Csato.

SHEILA GONZALEZ, Court
Executive Officer and Clerk


By: SUSAN MANZANO
Judicial Assistant

Case No: CIV179584 10/27/99

LAW OFFICES
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16000 VENTURA BOULEVARD
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1 ARTHUR A. GREENBERG, ESQ. (State Bar No. 68955)
2 JAMES R. FELTON, ESQ., (State Bar No. 138767)
3 GREENBERG & BASS
4 A Registered Limited Liability Partnership
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6 Encino, California 91436
7 Telephone: (818) 382-6200
8 Facsimile: (818) 986-6534
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10 Attorneys for Receiver,
11 FREDERICK HAMER

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF VENTURA

11 IMPERIAL BANK) CASE NO. CIV 179584
12)
13 Plaintiff,) [PROPOSED] ORDER ON MOTION TO
14) APPROVE RECEIVER'S SALE OF
15 v.) BUSINESS
16)
17 ALPAN, INC. et. al.) Date: October 27, 1999
18) Time: 3:00 p.m.
19 Defendants.) Dept.: 31
20)
21 Judge Barbara Lane

18 The motion of Receiver Frederick Hamer to sell the business
19 assets of Alpan, Inc. came on regularly for hearing on October
20 27, 1999 at 3:00 p.m. in Department 31 of the above entitled
21 court. Peter Csato, Esq. of Frandzel, Share, Robins, Kaplan &
22 Bloom appeared on behalf of Plaintiff Imperial Bank. Ira
23 Kharasch, Esq. of Pachulski, Stang, Ziehl & Young appeared on
24 behalf of Defendant Alpan, Inc. James R. Felton, Esq. of
25 Greenberg & Bass appeared on behalf of the Receiver. All other
26 appearances, including those of parties not represented by
27 counsel, shall be noted in the record. The Honorable Barbara
28

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[PROPOSED] ORDER ON MOTION TO APPROVE SALE OF BUSINESS

GREENBERG & BASS
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16000 VENTURA BOULEVARD
SUITE 1000
INGENIO, CALIFORNIA 91006-1700
(619) 451-2000 (619) 451-4000
FAX (619) 451-2000

1 Lane presided.

2 After consideration of the papers filed in support and in
3 opposition to the motion, the argument of counsel, as well as
4 the argument of various individuals including Danny Sooferian on
5 behalf of Alpan Lighting Products, Inc.,


6 IT IS HEREBY ORDERED that the Receiver's motion pursuant to
7 Code of Civil Procedure Section 568.5 be, and is hereby is,
8 granted upon the terms and conditions noted in the record at the
9 hearing.

10 Dated: November __, 1999

11
12 _____
13 JUDGE OF THE SUPERIOR COURT

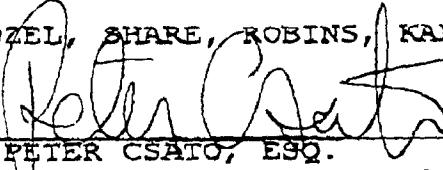
14 Respectfully Submitted:

15 GREENBERG & BASS
16 A Registered Limited
Liability Partnership

17 By: 
18 JAMES R. FELTON, ESQ.
Attorneys for the Receiver

19 APPROVED AS TO FORM:

20 FRANDZEL, SHARE, ROBINS, KAPLAN & BLOOM, LLC

21 By: 
22 PETER CSATO, ESQ.
Attorneys for Imperial Bank

23 PACHULSKI, STANG, ZIEHL & YOUNG

24
25 By: _____
26 IRA KHARASCH, ESQ.
Attorneys for Alpan, Inc.

27
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(PROPOSED) ORDER ON MOTION TO APPROVE SALE OF BUSINESS

Received Nov-05-98 12:08

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To-FSRK&B,L.A.

Page 04

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10 Attorneys for Receiver,
11 FREDERICK HAMER

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF VENTURA

12 IMPERIAL BANK) CASE NO. CIV 179584
13)
14 Plaintiff,)
15 v.) SUBMISSION OF OFFER PURSUANT TO
16) COURT'S ORDER OF OCTOBER 19,
17) 1999
18)
19 ALPAN, INC. et. al.) Date: October 19, 1999
20) Time: 8:30 A.M.
21) Dept.: 31
22)
23 Defendants.)
24)
25)
26)
27)
28)
Judge Barbara Lane

18 TO THE COURT, ALL PARTIES AND THEIR COUNSEL OF RECORD:
19 PLEASE TAKE NOTICE THAT Frederick Hamer, the Court
20 Appointed Receiver, hereby submits the offer of Alpan Lighting
21 Products, Inc./ Danny Sooferian for the purchase of the business
22 assets of Alpan, Inc. The executed Asset Purchase and Sale
23 Agreement is attached hereto as Exhibit "A". As of the filing
24 of this offer, the Receiver has received one other offer, at
25 approximately 11:00 a.m. on Monday, October 25, 1999, from IGF
26 Financial Corp. This offer is attached hereto as Exhibit "B".
27 Although the Receiver has not had an opportunity to fully
28

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(310) 872-2655 FAX (818) 986-4534

1 consider the IGF offer, it would appear that IGF is requiring a
2 due diligence period as a prerequisite to a sale, and is
3 requesting a 60% interest in Alpan's inventory. On first blush,
4 this offer would appear to be less satisfactory than the offer
5 submitted by Mr. Sooferian. Finally, the Receiver did not
6 receive an executed Asset Purchase and Sale Agreement with
7 reference to the IGF offer.

8 The salient points of the offer submitted by Danny
9 Sooferian are as follows:

- 10 1. Payment of \$200,000 upon closing;
- 11 2. The Debtor's Accounts Receivable, existing as of the
12 closing date, shall be liquidated with the assistance of Buyer
13 for the benefit of Imperial Bank and the Receiver;
- 14 3. The Debtor's Inventory, existing as of the closing
15 date, shall be liquidated with the assistance of Buyer for the
16 benefit of Imperial Bank and the Receiver;
- 17 4. An additional \$50,000 payment by Buyer within nine
18 months of the closing date if any shortfall exists with
19 reference to monies owed Imperial Bank or the Receiver.
- 20 5. Buyer has executed an Asset Purchase and Sale
21 Agreement submitted herewith.

22 The Receiver submits both offers for this Court's
23 consideration.

24 DATED: October 25, 1999

GREENBERG & BASS
A Registered Limited
Liability Partnership

26 By: _____

JAMES R. FELTON
Attorneys for Receiver,
Frederick Hamer

ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement ("Agreement") is executed this 25th day of October, 1999, by and between Frederick Hammer as the court-appointed receiver in the matter described below ("Receiver"), and Alpan Lighting Products, Inc. (to be formed) ("Buyer"), with reference to the following facts:

A. On or about March 1, 1998, Receiver was appointed the receiver over Alpan, Inc. ("Debtor") in the matter entitled Imperial Bank v. Alpan, Inc., Superior Court of the State of California, County of Ventura, Case No. CIV 179584 (the "Action").

B. Debtor is a distributor of certain consumer products, including, but not limited to, solar lighting products.

C. Debtor is indebted to Imperial Bank ("Lender") pursuant to a note, security agreement (together with the documents and instruments executed in connection therewith, the "Loan Documents") which obligations are secured by a first priority lien on all of Debtor's assets ("Assets") including, but not limited to all of Debtor's inventory and accounts receivable.

D. Buyer desires to purchase from Receiver and Receiver desires to sell to Buyer, in accordance with Section 568.5 of the California Code of Civil Procedure, all of Debtor's right, title and interest in and to certain Assets, described on Schedule 1 attached hereto and incorporated herein by reference, upon the terms and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals and Exhibits

All of the foregoing recital paragraphs, and any and all exhibits and schedules attached to or otherwise referred to in this Agreement, are hereby incorporated in this Agreement as though hereinafter fully set forth. Except as otherwise herein expressly defined, all capitalized terms used in this Agreement that are not defined herein shall have the meanings ascribed to them in the California Uniform Commercial Code in effect as of the date of this Agreement.

EXHIBIT A

2. Purchase and Sale of Assets

2.1 Upon and subject to the covenants and conditions hereinafter provided, and all exceptions, exclusions, and reservations hereunder, Receiver hereby agrees to sell, assign, and transfer to Buyer, and Buyer agrees to purchase, acquire, and accept from Receiver, all of Debtor's right, title, and interest in and to the Assets more particularly described on Schedule 1, attached hereto and incorporated herein by this Agreement ("Purchased Assets").

2.2 AS ESSENTIAL INDUCEMENT TO RECEIVER TO SELL THE PURCHASED ASSETS TO BUYER ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, BUYER ACKNOWLEDGES, UNDERSTANDS AND AGREES AS OF THE DATE HEREOF AS FOLLOWS:

2.2.1 DUE DILIGENCE. BUYER ACKNOWLEDGES THAT PRIOR TO THE EXECUTION OF THIS AGREEMENT, RECEIVER HAS MADE AVAILABLE TO BUYER, AND BUYER HAS REVIEWED AND APPROVED THE MATERIALS AND INFORMATION CONCERNING THE PURCHASED ASSETS ("ASSET DOCUMENTS"). BUYER ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSET DOCUMENTS AND THE INFORMATION CONTAINED THEREIN MAY HAVE BEEN PREPARED BY PARTIES OTHER THAN RECEIVER AND THAT NEITHER RECEIVER NOR ANY PARTY RELATED TO OR AFFILIATED WITH RECEIVER HAS MADE INDEPENDENT INVESTIGATION OR VERIFICATION OF THE ASSET DOCUMENTS OR MAKES ANY REPRESENTATION OR WARRANTY WHATSOEVER, ORAL OR WRITTEN, EXPRESSED OR IMPLIED, AS TO THE CONTENT, ACCURACY OR COMPLETENESS OF THE ASSET DOCUMENTS OR INFORMATION CONTAINED TO THEREIN. THE ASSET DOCUMENTS HAVE BEEN PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND ONLY AS AN ACCOMMODATION TO BUYER, AND ANY INACCURACY, INCOMPLETENESS, OR DEFICIENCY IN ANY PART OF THE ASSET DOCUMENTS SHALL BE SOLELY THE RISK OF BUYER.

2.2.2 SOPHISTICATION OF BUYER. BUYER REPRESENTS AND WARRANTS TO RECEIVER THAT BUYER IS A SOPHISTICATED BUYER, WITH EXPERIENCE IN OWNING AND OPERATING THE PURCHASED ASSETS. BUYER IS FREELY TAKING ALL RISKS INVOLVED IN CONNECTION WITH THIS TRANSACTION AND ACKNOWLEDGES THAT THE SAME IS REFLECTED IN THE PURCHASE PRICE AND THE TERMS UPON WHICH BUYER IS WILLING TO PURCHASE AND RECEIVER IS WILLING TO SELL THE PURCHASED ASSETS.

2.3 SALE BY RECEIVER. BUYER ACKNOWLEDGES AND AGREES THAT THE PURCHASED ASSETS ARE BEING SOLD BY RECEIVER AS COURT-APPOINTED RECEIVER AND, AS SUCH, RECEIVER HAS LITTLE, IF ANY, KNOWLEDGE WITH RESPECT TO THE PURCHASED ASSETS.

2.4 AS-IS-SALE. THE PURCHASED ASSETS ARE BEING SOLD BY RECEIVER, AND BUYER AGREES TO ACCEPT THE PURCHASED ASSETS, "AS IS" AND "WHERE IS" SUBJECT TO ALL FAULTS, IN ITS CONDITION ON THE DATE HEREOF. BUYER ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT RECEIVER, LENDER AND EACH OF THEM, HAVE NOT MADE ANY VERBAL OR WRITTEN REPRESENTATIONS, WARRANTIES OR CERTIFICATIONS OF ANY NATURE OR KIND WHATSOEVER TO BUYER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED ASSETS OR THE ASSET DOCUMENTS EXCEPT AS PROVIDED IN SECTION 7 HEREUNDER, AND, IN PARTICULAR, NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE WITH RESPECT TO (1) THE PHYSICAL CONDITION OR OPERATION OF THE PURCHASED ASSETS; (2) THE ECONOMIC VALUE, REVENUES OR EXPENSES OF THE PURCHASED ASSETS. RECEIVER HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE MATTERS REFERRED TO IN THIS SECTION AND ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT TO THE MATTERS REFERRED TO IN THIS SECTION AND ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT TO EACH ITEM OF THE PURCHASED ASSETS. BUYER DECLARES AND ACKNOWLEDGES THAT THIS EXPRESS DISCLAIMER SHALL BE CONSIDERED A MATERIAL AND INTEGRAL PART OF THIS SALE AND IS REFLECTED IN CONSIDERATION PAYABLE BY BUYER HEREUNDER AND, AS AN INDUCEMENT FOR RECEIVER AND LENDER TO PROCEED WITH THIS TRANSACTION, BUYER FURTHER DECLARES AND ACKNOWLEDGES THAT BUYER HAS VOLUNTARILY AND KNOWINGLY CONSENTED THERETO. THE PROVISIONS OF THIS SECTION 2.4 SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF.

2.5 RELEASE.

2.5.1 EXCEPT FOR THE OBLIGATIONS CREATED HEREIN, BUYER, FOR ITSELF AND ITS PREDECESSORS, SUCCESSORS, ASSIGNS, AFFILIATES AND ANY RELATED PARTY OF BUYER, HEREBY RELEASES RECEIVER AND LENDER AND ALL OF THEIR SUCCESSORS, PREDECESSORS AND ASSIGNS, AND PAST AND PRESENT EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, ATTORNEYS, ACCOUNTANTS, PARTNERS, SHAREHOLDERS, AFFILIATES AND SUBSIDIARIES, IN THEIR INDIVIDUAL AND REPRESENTATIVE CAPACITIES (COLLECTIVELY, "RELEASED PARTIES") FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS, WHETHER OR NOT PROCEEDINGS ARE INSTITUTED) (COLLECTIVELY, "CLAIMS") WHICH BUYER HAS OR MAY HAVE, INCLUDING BUT NOT LIMITED

TO THOSE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO OR IN CONNECTION WITH THE ASSET DOCUMENTS, THE PURCHASED ASSETS, ACCOUNTS, ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PURCHASED ASSETS OR ANY DEFECT THEREOF, AND BUYER SHALL NOT LOOK TO RECEIVER, LENDER, OR ANY RELEASED PARTIES IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF, BUT ONLY AS TO CLAIMS ARISING SUBSEQUENT TO THE DATE OF CLOSING. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING THOSE RELATING TO UNKNOWN AND SUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION, AND, IN THAT REGARD, BUYER HEREBY EXPRESSLY WAIVES ALL RIGHTS AND BENEFITS IT MAY NOW HAVE OR HEREAFTER ACQUIRE UNDER CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

2.5.2 In connection with such waiver and relinquishment, Buyer acknowledges that it is aware that it may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which it now knows or believes to be true. Nevertheless, it is the intention of Buyer through this Agreement, to fully, finally and forever release all such matters, and all claims relative thereto, which arise subsequent to the date of closing. In furtherance of such intention, the releases herein given shall be and remain in effect as a full and complete release of such matters notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto.

2.5.3 In entering into the release provided for in this Agreement, Buyer recognizes that no facts or representations are ever absolutely certain; accordingly, it assumes the risk of any mistake, and if Buyer should subsequently discover that any understanding of the facts or of the law was incorrect, Buyer shall not be entitled to set aside this release by reason thereof, regardless of any mistake of fact or law.

2.5.4 Buyer is the sole and lawful owner of all right, title and interest in and to every claim and other matter which Buyer purports to release herein, and Buyer has not assigned or transferred, or purported to assign or transfer to any person or entity any claims or other matters herein released. Buyer shall

and hereby does indemnify, defend and hold Receiver, Lender and the Released Parties harmless from and against any claims, liabilities, actions, causes of action, demands, injuries, damages, costs, and expenses (including, but not limited to, attorneys' fees), based upon or arising in connection with any such prior assignment or transfer, or any such purported assignment or transfer, or any claims or other matters released herein. The indemnity contained herein shall survive the Closing or the termination of this Agreement.

2.6. Intentionally Left Blank.

2.7 Consideration.

The purchase price for the Purchased Assets shall be Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), payable by Buyer at Closing (as hereinafter defined), as follows: (a) the sum of \$200,000.00 payable to Receiver, in cash or other form of immediately available funds, at the closing; and (b) the remaining \$50,000.00 shall be paid from the proceeds of a secured promissory note ("Note") executed by Buyer in favor of Receiver substantially in form and content of Exhibit "5," attached hereto and incorporated herein by this reference. The Note shall be payable in accordance with the terms of the Note: provided, however, if, on the maturity date of the Note, all of the obligations of Debtor to Lender under the Loan Documents are fully and finally paid in full, then the obligations of Buyer to Receiver under the Note shall be deemed to be satisfied in full. The obligations of Buyer to Receiver under the Note shall be secured by all of Buyer's assets pursuant to a security agreement ("Security Agreement") substantially in form and content of Exhibit "B," attached hereto and incorporated herein by this reference.

2.7.1 Buyer's execution of this Agreement is predicated upon its understanding that the amount due Lender, including all fees, shall be no more than \$750,000, and that the Receiver's expenses shall be no more than \$300,000.

3. Servicing of Accounts

3.1 In consideration for the sale of the Purchased Assets to Buyer, Buyer shall collect, process and deliver payments payable to Debtor on account of the receivables ("Debtor Accounts") as of the Closing Date and more particularly described on Exhibit 3, attached hereto and incorporated herein by this reference.

3.1.1 Buyer shall use its best efforts to collect the receivables and to account for the proceeds thereof; provided that Buyer shall have no duty to commence litigation against any account debtor to enforce payment of any of Debtor's Accounts. Buyer will not compromise any of Debtor's Accounts without the consent of Receiver, said consent not to be unreasonably withheld or delayed. Title to the books and records relating to Debtor's Accounts and Inventory shall remain in the name of the Receiver pending full payment of all monies due Lender and Receiver.

3.1.2 Buyer shall account to Lender and Receiver and Receiver hereby instructs Buyer to remit to Lender upon receipt and not later than five (5) business days from receipt of confirmation that the funds have cleared, by Buyer's bank, all proceeds from Debtor's Accounts actually collected, less specific direct costs associated with the sale of such Inventory. These costs are warehouse and storage expenses, sales commissions as applicable, and prepaid freight to a customer. Any and all payments received by Buyer on account of any and all of the Debtor's Accounts shall be held in trust by Buyer for the benefit of Lender and delivered to Lender in kind at the following address: Imperial Bank, c/o Cyndee Herles, Vice-President, Sr. Loan Adjustment Officer, 9920 South La Cienega Blvd., 6th Floor, Inglewood, CA 90301.

3.1.3 In the event that any of Debtor's Accounts is more than 90 days past an invoice due date, Receiver shall have the right, after providing Buyer ten calendar (10) days' prior written notice, to require Buyer to turn over the collection of Debtor's Accounts to Receiver.

3.1.4 Upon receipt by Debtor or Buyer of any goods originally sold by Debtor and returned by account debtors for credit to Debtor's Accounts, whether or not the original sale of goods to such account debtors gave rise to the Debtor's Accounts purchased by Buyer hereunder, all such goods shall be returned to Receiver, or to such other person as Receiver shall designate to receive the same, and the original net invoice amount, together with any other charges thereon, shall be credited against Debtor's Accounts of said account debtor, and all such returns and credits shall be deemed to constitute remittances to Receiver for purposes of Buyer's duty to account to Receiver for all collections.

3.1.5 Buyer shall not be required to assume or incur any liability or expenses in connection with any litigation or other collection proceedings pertaining to Debtor's Accounts, or in connection with the commencement of any case under the U.S.

Bankruptcy Code, by or against any account debtor thereunder. If, at any time, Receiver determines that the prosecution of any litigation, action, or claim should be continued, commenced or pursued, then Receiver shall notify Buyer to retain or continue to utilize the professional services of attorneys, accountants, and others in connection with such litigation, action, or claim, and Receiver shall assume and agree to pay any and all reasonable fees and related expenses incurred by Buyer in connection with such matter. Notwithstanding any provision to the contrary herein contained, Buyer shall not be required to file any fictitious business names for or on behalf of Debtor in order to enforce payment of any of Debtor's Accounts, or to participate in any action or proceeding commenced by any account debtor against Debtor and/or Receiver in connection with any dispute with respect to a particular Debtor's Account or performance by Debtor of any obligation in connection with any sale or service upon which the Debtor's Accounts were based, or to incur any expense pertaining thereto, including, without limitation, in response to any motion, action, or proceeding brought by an account debtor against Debtor.

3.1.6. The Receiver recognizes that there are certain vendors with whom the Buyer will have an ongoing business relationship and as such it is necessary for the Receiver to pay the amounts owed to such vendors on a priority basis so as not to jeopardize that on-going relationship. These payments in the aggregate do not amount to more than \$20,000 and shall be prioritized as of the date they are due. The Receiver desires to retire these debts as a priority and will seek Lender's cooperation to do so.

3.2 Excluded Property.

3.2.1 Without expanding upon the description of Purchased Assets which are the subject of this Agreement and which are to be purchased and acquired by Buyer hereunder, the parties acknowledge and agree that the following property of Debtor (the "Excluded Property") shall be excluded from the Assets to be acquired by Buyer hereunder: (1) any and all deposit accounts of Receiver for the account of Debtor, (2) all inventory, as well as Refurbished Inventory as more particularly described on Exhibit 4 ("Inventory") and Debtor's Accounts as more particularly described on Exhibit 3, (4) any and all causes of action and litigation claims owned by Debtor, 5) any executory contracts which have not been assumed by Buyer, 6) Debtor's books and records with respect to its business.

3.2.2. Debtor currently conducts business with the manufacturers ("Manufacturers") including Compo Industries. With respect to the Refurbished Inventory, Buyer acknowledges and agrees that Receiver shall have the right to continue business with the Manufacturers for purposes of refurbishing the Refurbished Inventory. Buyer recognizes that the first priority is to complete the Refurbished Inventory and therefore will utilize its best efforts to insure that such Refurbished Inventory is completed on a priority basis and not impaired by any act of Buyer. Buyer further acknowledges and agrees that it will assist the Receiver with the processing, refurbishing, completion, marketing, sale and other disposition of the Refurbished Inventory and will assist Receiver in selling the Refurbished Inventory.

3.2.3. If or when all of Debtor's obligations to Lender under the Loan Documents are fully and finally paid in full, Receiver shall assign to Buyer all of the Excluded Property which Buyer desires to acquire, and the books and records with respect to such Excluded Property. In connection therewith, Buyer and Receiver shall execute any and all documents and instruments reasonably necessary to transfer title of such Excluded Property to Buyer.

3.3 Receiver's Obligations and Lender's Rights.

Nothing in this Agreement shall nor is it intended to assign, transfer, limit, release or waive any and all of Receiver's obligations under the order appointing Receiver in any manner whatsoever including, but not limited to, Receiver's obligations to operate Debtor's business, to fill purchase orders, to collect Debtor's Accounts, refurbish inventory, and deal with Debtor's suppliers and vendors and Buyer, and Receiver acknowledges and agrees that the Court shall retain jurisdiction over all such matters covered by this Agreement and any breach hereunder or under any agreement, document or instrument executed in connection herewith. Further, except with respect to the Purchased Assets, nothing in this Agreement shall nor is it intended to modify, amend, release, waive or limit in any manner whatsoever any and all of Lender's rights under the Loan Documents, the obligations of Debtor thereunder, the liens created thereby and the priority thereof, and Lender's rights and remedies thereunder, all of which have been reserved by Lender.

4. Conditions.

The obligations of the parties under this Agreement are subject to the following conditions, and all of which conditions must be satisfied by no later than the closing date, or such other date as shall hereinafter be stated with respect to a particular condition.

4.1. Closing Documents.

The following documents (individually and collectively sometimes referred to in this Agreement as the "Closing Documents") shall be prepared, executed, acknowledged for delivery, filing and recording, as applicable:

4.1.1 One or more instruments entitled Absolute Assignment and Bill of Sale (the "Bill of Sale") dated as of the date of the Closing (hereinafter defined) in the form of Exhibit "6" attached hereto and incorporated herein by this reference, duly executed by Receiver to and in favor of Buyer, in order to evidence the irrevocable and unconditional sale, assignment, and transfer of the Purchased Assets to Buyer as herein provided;

4.1.2 That certain UCC-1 financing statement dated as of the Closing in the form of Exhibit "7" attached hereto and incorporated herein by this reference, duly executed by Buyer to and in favor of Receiver in order to perfect Receiver's security interest in Buyer's assets covered by the Security Agreement;

4.1.3 That certain Non-Exclusive License to be delivered at Closing (the "License") in the form of Exhibit "8" attached hereto and incorporated herein by this reference, duly executed by Buyer to and in favor of Receiver, in order to allow Receiver to use the name "Alpan" in connection with his obligations with respect to Debtor's business and the receivership's estate;

4.1.4 The Note duly executed by Buyer, to be delivered to Receiver at Closing in the form of Exhibit 5;

4.1.5 The Security Agreement duly executed by Buyer, to be delivered to Receiver at Closing in the form of Exhibit 9;

4.1.6 All such specific written assignments, documents or instructions as Receiver shall require in order to effectuate the transactions contemplated hereby; and

4.1.7 An order of the court ("Approval Order") approving

the transaction contemplated hereby in form and content satisfactory to Receiver, Buyer and Lender. In that regard, Buyer acknowledges and agrees that, until all of the obligations of Debtor to Lender are fully and finally satisfied in full, and notwithstanding the sale of the Purchased Assets to Buyer, the court shall continue to retain jurisdiction over Debtor, the sale of the Purchased Assets in accordance with and pursuant to this Agreement and the documents and instruments executed in connection herewith and the transactions contemplated hereby and Buyer shall submit to the jurisdiction of the court and shall take no action whatsoever to interfere or terminate the Receiver's or the courts obligations under the Approval Order or order appointing the Receiver.

4.1.8. As a condition precedent to the payment of Buyer's obligations under the Agreement, Buyer shall have the right to contact Debtor's three major supplies to ensure that such suppliers will continue to do business with Buyer after Court approval.

4.2 Closing.

The Closing shall have taken place and all Closing Documents shall have been executed and deposited with Receiver's counsel, as herein provided, by no later than the date provided in Section 6, below.

4.3 Tax Refunds from IRS

There is a possibility that a tax refund from the IRS may be due Debtor. To the extent that such refund is received prior to the full payoff of the amount owed by Debtor to Lender, such refund shall be paid to Lender and credited against the outstanding balance due. To the extent that such refund is received after full payoff of the amount owed by Debtor to Lender and any and all Receiver expenses, such refund shall become the property of Buyer.

5. Additional Covenants

Within ten (10) business days following the date the Approval Order is entered, Receiver shall cause Debtor to amend its articles of incorporation to change its name to a name which is not similar to Debtor's current name and shall execute and file with all jurisdictions outside California in which Debtor is qualified to transact business all documents as shall be necessary or appropriate in order to amend its corporate name

under which Debtor may be authorized to transact business in such jurisdiction which is similar to Debtor's name.

6. Closing and Funding of Purchase Price.

6.1 Closing Date.

For purposes of this Agreement, the term "Closing" shall mean the date and time on which all Closing Documents shall have been delivered, filed, or recorded as herein provided. The Closing shall take place on a date within ten days (10) business days following entry of the Approval Order, at the offices of Greenberg & Bass, 16000 Ventura Blvd., Suite 1000, Encino, CA 91436, at a time on said date mutually acceptable to the parties.

6.2 Access to Books and Records.

Until all of the obligations of Debtor to Lender are fully and finally paid in full, and until the Receiver has been discharged by the Court, Buyer shall not destroy any of the books and records existing at or prior to the date of Closing which are delivered to or otherwise obtained by Buyer on such date. Buyer shall allow Receiver and his agents (including, without limitation, accountants), consultants, attorneys and other representatives reasonable access to the premises of Buyer at which the books and records are maintained to inspect, audit and copy said Books and records at the sole expense of Buyer and Buyer shall provide Receiver with reasonable work space for Receiver to conduct such audit, inspection and copying.

7. Representations and Warranties.

7.1 Buyer hereby warrants and represents to Receiver as follows:

7.1.1 Buyer is duly organized, validly existing, and in good standing under the laws of the State of California, and Buyer is legally qualified to conduct business in each jurisdiction in which its business is conducted, including, without limitation, the State of California.

7.1.2 The Board of Directors of Buyer has approved the execution and performance by Buyer of this Agreement.

7.1.3 There are no actions, suits, claims, proceedings, or investigations, pending or threatened against Buyer which might impair the consummation of the terms and conditions of this Agreement.

7.1.4 The execution and delivery by Buyer of this Agreement will not, with or without the giving of notice or passage of time, or both: (a) conflict with or violate any law, statute, rule, regulation, or administrative order to which Buyer is subject or by which Buyer's assets are bound or affected; (b) violate any judgment, order, writ, or decree of any court or administrative body in any suit or proceeding to which Buyer is a party; or (c) result in a breach of or default under any material agreement, commitment, contract (written or oral), or other material instrument, to which Buyer is a party or by which any of Buyer's assets are bound or affected.

7.2 Receiver hereby warrants and represents to Buyer as follows:

7.2.1 Upon the Closing and entry of the Approval Order by the Court, the Purchased Assets shall be free and clear of all liens to the extent governed by the court having jurisdiction over the Receiver and covered by California Code of Civil Procedure Section 568.5.

7.2.2 Upon the Closing and entry of the Approval Order by the court, Receiver has the right to sell the Purchased Assets in accordance with the terms and conditions of this Agreement as approved by the Court.

8. Events of Default.

In addition to all defaults and events of default as defined and/or described in this Agreement, Buyer agrees that an Event of Default shall occur if either party shall commit any material breach or default of any covenant contained in this Agreement which is binding upon such party.

9. Effect of Default

Upon the occurrence of an Event of Default caused by either party, then in addition to such other rights and remedies of the nondefaulting party pursuant to this Agreement, or arising by operation of law or in equity, the nondefaulting party shall be relieved of any further obligation under this Agreement.

10. Brokers.

The parties acknowledge and agree that no person or entity has any right to any commission, finder's fee or other compensation based upon the transactions contemplated by this Agreement.

11. Miscellaneous.

11.1. Notices.

Any notice, request, or demand required or permitted by this Agreement to be given by any party hereto to another, shall be deemed delivered if (1) transmitted by telecopier or similar facsimile transmission to the telecopier number of the receiving party specified below, with original copy thereof to be deposited within twenty-four (24) hours after such transmission in the U.S. Mail, first class postage prepaid, and addressed to the receiving party at the address specified below; (2) deposited in the U.S. Mail, first class postage prepaid, and addressed to the receiving party at the address specified below; (3) deposited with a reputable overnight private commercial delivery service and addressed to the receiving party at the address specified below; or (4) given by personal delivery, by the party giving notice directly or through commercial messenger or courier service, at the receiving party's address specified below. If notice is given by deposit in the U.S. Mail as herein provided, delivery shall not be deemed to be effective until forty-eight (48) hours after such deposit; if deposited with an overnight courier or delivery service as herein provided prior to any applicable deposit deadline for guaranteed overnight delivery, delivery shall be deemed effective twenty-four (24) hours after such deposit; if transmitted by telecopier or personal delivery, delivery shall be deemed to be effective upon receipt, if transmitted or delivered during normal business hours of the receiving party, otherwise on the next business day of the receiving party. No notice of termination shall impair the rights or priorities of any party created or acquired prior to the receipt of such notice.

Either party may change its address for purposes of this paragraph upon delivery to the other party of a notice of a change of address in the manner provided for notices hereunder

For Buyer:

Alpan Lighting Products, Inc.
12233 West Olympic Blvd., Suite 322
Los Angeles, CA 90064

with copy to:

Danny Sooferian, Esq.
12233 West Olympic Blvd., Suite 322
Los Angeles, CA 90064

For Receiver:

Frederick Hamer
15303 Ventura Blvd., Suite 1080
Sherman Oaks, CA 91403

with copy to:

James R. Felton, Esq,
Greenberg & Bass
16000 Ventura Blvd., Suite 1000
Encino, CA 91436

For IMPERIAL BANK:

Cyndee Herles, Vice-President
Sr. Loan Adjustment Officer
Imperial Bank
9920 South La Cienega Blvd., 6th Floor
Inglewood, CA 90301

with copy to:

Peter Csato, Esq.
Frاندzel, Share, Robins, Kaplan & Bloom
6500 Wilshire Blvd., 17th Floor
Los Angeles, CA 90048

Either party may change its address for purposes of this paragraph upon delivery to the other party of a notice of a change of address in the manner provided for notices hereunder.

11.2. Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all other agreements, oral or written, between the parties hereto with respect to the subject matter. No claim of waiver, modification, consent, or acquiescence with respect to any provision of this Agreement shall be made against either

party, except upon the basis of a written instrument executed by or on behalf of such party.

11.3. Successors and Assigns.

Neither party shall assign or delegate any rights or obligation under this Agreement.

11.4. Headings.

The headings of paragraphs of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

11.5. Time.

Time is and shall be of the essence of each and every provision of this Agreement.

11.6. Governing Law; Jurisdiction.

This Agreement shall be governed by the laws of the State of California.

11.7. Counterparts.

This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be original, and all of which together shall constitute the same agreement.

11.8. Neutral Interpretation.

This Agreement is the product of negotiations of the parties, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to construction or interpretation for or against any party by reason of that party having drafted or caused to be drafted this Agreement, or any portion thereof, shall not be effective in regard to the interpretation hereof.

11.9. Attorneys' Fees and Costs.

The prevailing party in any action or proceeding to interpret or enforce this Agreement, or any of its terms, shall be entitled, in addition to any judgment or award upon such action or proceeding, to an award for all costs and expenses

(including costs of all legal or administrative proceedings or hearings and attorneys' fees) incurred by such prevailing party or parties, including, without limitation, all attorneys' fees and related costs of enforcement of any such judgment or award and upon any appeal relating thereto or any bankruptcy proceeding.

11.10. Joint and Several Obligations.

In the event this Agreement is executed by more than one person as Buyer, the obligations of those persons are and shall be joint and several obligations.

11.11. Severability.

In the event any provision of this Agreement, or any agreement or document to which this Agreement refers, is held to be invalid, prohibited, or unenforceable to any extent in any jurisdiction, such invalidity, prohibition, or unenforceability shall apply only to such jurisdiction, and said provision and all other provisions of this Agreement shall otherwise be and remain valid and enforceable.

11.12. No Waiver.

No failure or delay on the part of Debtor in the exercise of any right, power, or privilege hereunder, or under any other agreement entered into in connection herewith, shall operate as a waiver thereof, and no single or partial exercise of any such right, power, or privilege shall preclude a further exercise thereof or of any other right, power or privilege.

11.13. Relationship of Parties.

The parties intend that the relationship existing between them shall be solely that of seller and buyer, subject to the provisions of this Agreement. Nothing in this Agreement or in any other document or instrument entered into in connection with this Agreement shall be deemed or construed to create a principal/agent, partnership, joint tenancy, joint venture, or co-ownership relationship between the parties.

11.14. No Third Parties Benefitted.

This Agreement is made for the sole benefit and protection of the parties hereto, and Debtor's successors and assigns, and, except for any assignee described above, no other person shall have any right of action or right to rely thereon, and the

parties hereto agree that nothing contained in this Agreement shall be construed to vest in any other person or entity, any interest in or claim upon the rights and interests of the parties hereunder or in any proceeds thereof.

11.15. Duty of Cooperation.

Each of the parties to this Agreement shall at all times fully cooperate with each other, and shall cause their respective agents and attorneys to cooperate, in a prompt and timely manner, in connection with the performance of all obligations of the parties pursuant to this Agreement, and which may otherwise be necessary or appropriate to carry out and enforce the provisions of this Agreement. Debtor shall execute and deliver to Buyer all such documents, notices, and agreements (including agreements in recordable form) which Buyer shall reasonably require in order to establish, confirm, affirm, perfect, and secure all rights, interests, title, and benefits accruing to Buyer pursuant to this Agreement. Absent a material breach of any covenant, representation or warrant of such party hereunder, neither party shall be required to incur any material expense in performing its duties under this Section.

11.16. Survival

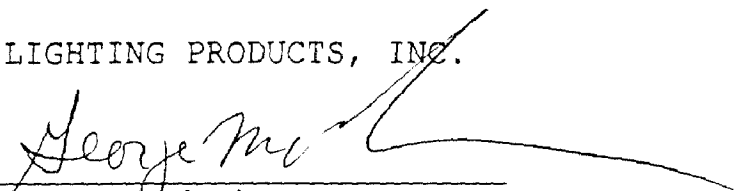
All covenants, warranties, and representations of Debtor, Buyer, and Receiver pursuant to this Agreement shall survive the termination of this Agreement, for any reason, and shall be deemed to be and remain in full force and effect thereafter.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

"Buyer"

ALPAN LIGHTING PRODUCTS, INC.

By: _____


George Moghadam
Its President

"Receiver"

FREDERICK HAMER

By: _____

Frederick Hamer

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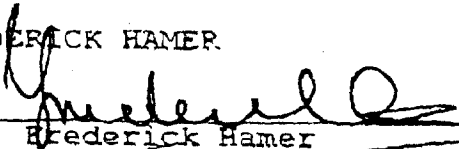
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"Buyer"

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By: _____
George Moghadam
Its President

"Receiver"

FREDERICK HAMER.
By: 
Frederick Hamer

APPROVED AS TO FORM:

FRANZEL SHARE ROBINS KAPLAN & BLOOM, L.C.

By: _____
Peter Csato, Esq.
Attorneys for Imperial Bank

PACHULSKI STANG ZIEHL & YOUNG

By: _____
Ira Kharasch, Esq.
Attorneys for Alpan, Inc.

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"Buyer"

ALPAN LIGHTING PRODUCTS, INC.

By: _____
Danny Sooferian
Its President

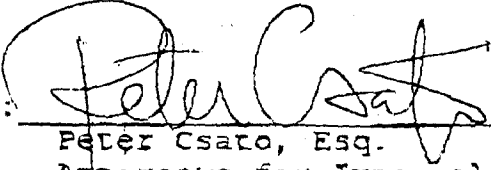
"Receiver"

FREDERICK HAMER

By: _____
Frederick Hamer

APPROVED AS TO FORM:

FRANZEL SHARE ROBINS KAPLAN & BLOOM, L.C.

By:  _____
Peter Csato, Esq.
Attorneys for Imperial Bank

PACHULSKI STANG ZIEHL & YOUNG

By: _____
Ira Kharasch, Esq.
Attorneys for Alpan, Inc.

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SCHEDULE 1

PURCHASED ASSETS

1. Various Patents - see Exhibit 1
2. Equipment and Other Items - see Exhibit 2
3. All Rights to the name Alpan- as set forth in Bill of Sale.
4. Goodwill
5. All other business assets of Alpan, Inc.

SCHEDULE 2

NON-PURCHASED ASSETS

1. All Accounts Receivable existing as of the Closing Date - see Exhibit 3
2. All Inventory existing as of the Closing Date - see Exhibit 4

PATENT & TRADE MARK PORTFOLIO

Patents



Loct'n	Pat. #	Description	Model # ... etc.
US	5,228,772	Solar Powered Lamp Having a Cover Containing A Fresnel Lens Structure.	
US	5,217,296	Solar Powered Light	
US	5,062,028	Self-Contained Solar Powered Lamp	
US	5,204,586	Solar Powered Lamp Having A Circuit For Providing Positive Turn-On At Low Light Levels	
US	5,155,668	Solar Powered Lamp Utilizing Cold Cathode Fluorescent Illumination And Method Of Facilitating Same	
US(*)	0,574,540	Solar Powered Lamp Utilizing Cold Cathode Fluorescent Illumination And Method Of Facilitating Same (* also in : ES,FR,GB,IT, DE	
US	5,065,291	Marking Light	
US	5,211,470	Self-Contained Solar Powered Light	
US	5,367,442	Self-Contained Solar Powered Lamp	
TW	29569	Solar Powered Marking Light	
FR	934565	Decorative Solar Powered Extension Light Fixture	
DE	M9307071.3	Decorative Solar Powered Extension Light	
ES	130867/X	Decorative Solar Extension Light	

Designs

Loct'n	Pat. #	Description	Model # ... etc.
US	Des. 333,008	Adjustable Exterior Light	
US	Des. 332,669	Solar Powered Sensor Light	
US	Des. 320,815	Solar Powered Address Sign	
US	Des. 324,432	Solar Powered Marking Light	
US	Des. 346,873	Decorative Solar Powered Extension Light Fixture	

Trade Marks

Loct'n	Pat. #	Description	Model # ... etc.
US	1,779,396	ALL-WEATHER	
US	1,656,738	PATHMARKER	
US	1,785,027	PATHWAY LIGHT	
US	1,768,550	PATHWAY LIGHT PLUS	
US	1,796,926	PRIME LIGHT	
US	Pending	ALPAN and Logo	
US	Pending	"SUN & SWASH" Logo	
US	Pending	EUROTEC	
US	Pending	MONTEREY	

Copyrights

Loct'n	Pat. #	Description	Model # ... etc.
US		Solar Series - SensorLight, PrimeLight (WIP)	
US		Monterey Series - Pagoda, Tier (WIP)	
US		Eurotec Series - Hawk, Hercules (WIP)	
US		ProtecTor Series - ProtecTor Lux, ProtecTor Compact (WIP)	

Furniture Fixture Details

Asset Description	As of July 31, 1999	Acq. Dat	Acq Cost	Depreciation	Book Value	Mo. Dep.	# Months
Trade Show booth	SSI	Oct-94	\$17,160.00	(\$16,302.00)	\$858.00	\$286.00	57
Office Furniture	SSI	Oct-94	\$858.00	(\$815.10)	\$42.90	\$14.30	57
Mahogany Desks, credenzas, boo	Discount Desk	Nov-94	\$5,108.15	(\$4,767.61)	\$340.54	\$85.14	56
mahogany Desk	Discount Desk	Dec-94	\$347.49	(\$318.53)	\$28.96	\$5.79	55
Conf. Table/chairs (13)	Office World	Dec-94	\$1,478.98	(\$1,355.73)	\$123.25	\$24.65	55
Copier (down Pmt)	Copytron	Feb-95	\$2,000.00	(\$1,766.67)	\$233.33	\$33.33	53
Fax machine cart	Discount Desk	Apr-95	\$96.47	(\$82.00)	\$14.47	\$1.61	51
Hutch (2), fax machine cart	Discount Desk	Apr-95	\$566.33	(\$481.38)	\$84.95	\$9.44	51
Credenza	Discount Desk	Apr-95	\$362.85	(\$308.42)	\$54.43	\$6.05	51
Mahogany Desk	Discount Desk	Aug-95	\$391.87	(\$306.96)	\$84.91	\$6.53	47
Mahogany Hutch	Discount Desk	Aug-95	\$249.45	(\$195.40)	\$54.05	\$4.16	47
Mahogany Desk	Discount Desk	Sep-95	\$391.87	(\$300.43)	\$91.44	\$6.53	46
Copier (balance Pmt)	Copytron	Sep-95	\$2,500.00	(\$1,916.67)	\$583.33	\$41.67	46
1-Mahogany Hutch	Discount Desk	Oct-95	\$247	(\$185.59)	\$61.86	\$4.12	45
1-4 Drawer Filing Cabinet	Office World	Oct-95	\$132	(\$98.94)	\$32.98	\$2.20	45
1 - HiBack Chair	Office World	Oct-95	\$227	(\$170.53)	\$56.84	\$3.79	45
1-4 drawer Filing Cab., 2 storage	Office World	Nov-95	\$327	(\$239.88)	\$87.23	\$5.45	44
Basic Panel Install	Discount Desk	Nov-95	\$726	(\$532.27)	\$193.55	\$12.10	44
1 Exec. Desk, 1 L Shape Desk, 1 Hutch, 1	Discount Desk	Dec-95	\$1,704	(\$1,221.55)	\$482.94	\$28.41	43
2 Grey Hiback chairs, 4 gray side	Office World	Dec-95	\$863	(\$618.74)	\$244.62	\$14.39	43
Show Booth new construction	Exhibit Enterprises	Dec-95	\$33,482	(\$23,995.43)	\$9,486.57	\$558.03	43
2 Fax machine Carts	Discount Desk	Jan-96	\$220	(\$153.73)	\$65.89	\$3.66	42
3 Lateral Files, 1 bookcase	Discount Desk	Jan-96	\$1,211	(\$847.90)	\$363.38	\$20.19	42
Show Booth Display	Kodiak	May-96	\$413	(\$261.51)	\$151.40	\$6.88	38
DuraFlex Booth Display	Kodiak	Jul-96	\$545	(\$327.00)	\$218.00	\$9.08	36
DuraTrans Booth Display	Kodiak	Jul-96	\$1,045	(\$627.60)	\$418.40	\$17.43	36
Booth Signs	Kodiak	Aug-96	\$1,367	(\$797.42)	\$569.58	\$22.78	35
Trade Show booth-additions	3D Exhibits	Oct-96	\$11,741.00	(\$6,653.23)	\$5,087.77	\$195.68	34
Trade Show booth-additions	3D Exhibits	Apr-97	\$1,977.00	(\$889.65)	\$1,087.35	\$32.95	27
Booth Signs	Kodiak	Aug-97	\$2,181.00	(\$836.05)	\$1,344.95	\$36.35	23
Booth Stuff	3D Exhibits	Oct-97	\$2,420	(\$806.67)	\$1,613.33	\$40.33	20
3 book Cases, 1 Credenza	Discount Desk	Jan-98	\$810	(\$242.88)	\$566.73	\$13.49	18
Total F & F			\$93,151.40	(\$68,423.48)	\$24,727.92	\$1,552.52	Dep./Mo.
Per Trial Balance			\$93,757.04	(\$70,781.00)	\$22,976.04		
Difference			(\$605.64)	\$2,357.52	\$1,751.88		

EXHIBIT 2

TRADEMARK

REF: 002092 FRAME: 0756

Alpan, Inc.

Tooling Details

Asset Description	As of July 31, 1999	Acq. Dat	Acq Cost	Depreciation	Book Value	Mo. Dep.	Months Deprec.
	Purchased from						
Prime Classic	SSI	Oct-94	\$29,425.00	(\$29,425.00)	\$0.00	\$613.02	48
Car Charger	SSI	Oct-94	\$32,557.10	(\$32,557.10)	\$0.00	\$678.27	48
P/W Life Low Profile	SSI	Oct-94	\$2,666.67	(\$2,666.67)	\$0.00	\$55.56	48
Pathmarker	SSI	Oct-94	\$2,741.79	(\$2,741.79)	\$0.00	\$57.12	48
Pathway	SSI	Oct-94	\$10,614.37	(\$10,614.37)	\$0.00	\$221.13	48
Sensor Light	SSI	Oct-94	\$22,937.73	(\$22,937.73)	\$0.00	\$477.87	48
CP Accessory	SSI	Oct-94	\$10,288.67	(\$10,288.67)	\$0.00	\$214.35	48
P/Way Fluorescent Plus	SSI	Oct-94	\$3,081.87	(\$3,081.87)	\$0.00	\$64.21	48
Siemen Stake	Solarwide	May-95	\$13,636.37	(\$13,636.37)	\$0.00	\$284.09	48
Injection Molding	Solarwide	Feb-96	\$16,000.00	(\$13,333.33)	\$2,666.67	\$333.33	40
Solite-All Nite Long	Solarwide	Sep-96	\$29,800.00	(\$20,487.50)	\$9,312.50	\$620.83	33
PCB Vertical Transformer	Compo	Dec-96	\$3,433.00	(\$2,145.63)	\$1,287.38	\$71.52	30
Sundown Lights	Compo	Jan-97	\$9,975.00	(\$6,026.56)	\$3,948.44	\$207.81	29
Modify Lens Tooling	Palteam	Jan-97	\$6,720.00	(\$4,060.00)	\$2,660.00	\$140.00	29
Sensor classic	Solarwide	Mar-97	\$13,200.00	(\$7,425.00)	\$5,775.00	\$275.00	27
Tooling	Compo	Apr-97	\$528.00	(\$286.00)	\$242.00	\$11.00	26
Modify Tooling (Classic coach)	Compo	Jun-97	\$1,450.00	(\$725.00)	\$725.00	\$30.21	24
Eurotec Tooling	Bea Development	Aug-97	\$178,525.00	(\$81,823.96)	\$96,701.04	\$3,719.27	22
Low voltage Pipe connector (50%)	Toplus	Nov-97	\$1,190.00	(\$495.83)	\$694.17	\$24.79	20
Garden Light plastic connector	Toplus	Nov-97	\$1,948.00	(\$811.67)	\$1,136.33	\$40.58	20
EI Address Sign	Epicenter	Dec-97	\$3,657.00	(\$1,447.56)	\$2,209.44	\$76.19	19
	Epicenter	Jan-97	\$6,189.00	(\$2,449.81)	\$3,739.19	\$128.94	19
	Epicenter	Dec-97	\$11,563.00	(\$4,577.02)	\$6,985.98	\$240.90	19
Solar Vista	Compo	Jan-98	\$4,700.00	(\$1,762.50)	\$2,937.50	\$97.92	18
Vista	Compo	Apr-98	\$5,194.00	(\$1,514.92)	\$3,679.08	\$108.21	14
Sub C Battery Tab	Palteam	May-98	\$950.00	(\$257.29)	\$692.71	\$19.79	13
Pathway & Lens	Palteam	May-98	\$10,500.00	(\$2,843.75)	\$7,656.25	\$218.75	13
Solar golden (Reflector)	Compo	Jul-98	\$4,500.00	(\$1,031.25)	\$3,468.75	\$93.75	11
Low Voltage Pipe connector (50)	Toplus	Mar-99	\$1,190.00	(\$99.17)	\$1,090.83	\$24.79	4
Deck Mount	Toplus	Mar-99	\$1,626.00	(\$135.50)	\$1,490.50	\$33.88	4
Total Tooling			\$440,787.57	(\$281,688.82)	\$159,098.75	\$9,183.07	
Per Trial Balance			\$459,035.57	(\$299,358.00)	\$159,677.57		
Difference			(\$18,248.00)	\$17,669.18	(\$578.82)		

TRADEMARK

REF: 002092 FRAME: 0757

Alpan, Inc.
Computing Equipment Details

Asset Description	Purchased from	Acq. Dat.	Acq Cost	Depreciation	Book Value	Mo. Dep.	# Months
Software Development	SSI	Oct-94	\$1,608.75	(\$1,501.50)	\$107.25	\$26.81	56
Penitum 90 (1) 486-66 (3)	Gateway 2000	Dec-94	\$13,336.88	(\$12,225.47)	\$1,111.41	\$222.28	55
Network stuff, Laserjet 4	Computerland	Dec-94	\$6,302.30	(\$5,777.11)	\$525.19	\$105.04	55
Software Installation	Chris Wellington	Dec-94	\$2,500.00	(\$2,291.67)	\$208.33	\$41.67	55
486 DX-66	D. Johnson	Jan-95	\$640.00	(\$576.00)	\$64.00	\$10.67	54
Solomon Deposit	Gateway 2000	Mar-95	\$2,505.98	(\$2,213.62)	\$292.36	\$41.77	53
programming	BHA	Apr-95	\$2,400.00	(\$2,080.00)	\$320.00	\$40.00	52
486 DX-66	Evans Consulting	Apr-95	\$492.63	(\$426.95)	\$65.68	\$8.21	52
Solomon Pmt #2	Gateway 2000	Apr-95	\$2,399.80	(\$2,079.83)	\$319.97	\$40.00	52
Solomon Pmt #3	BHA	May-95	\$2,400.00	(\$2,040.00)	\$360.00	\$40.00	51
Software Installation	BHA	May-95	\$3,500.00	(\$2,975.00)	\$525.00	\$58.33	51
Solomon	D. Johnson	Jun-95	\$640.86	(\$534.05)	\$106.81	\$10.68	50
AST Laptop Computer	BHA	Jun-95	\$1,000.00	(\$833.33)	\$166.67	\$16.67	50
P5-75 PC + 19ig HD	Circuit City	Jul-95	\$2,724.09	(\$2,179.27)	\$544.82	\$45.40	48
Solomon	Gateway 2000	Aug-95	\$2,904.44	(\$2,275.14)	\$629.30	\$48.41	47
Software Installation	BHA	Sep-95	\$730.00	(\$559.67)	\$170.33	\$12.17	46
Solomon Install	D/	Sep-95	\$812.62	(\$623.01)	\$189.61	\$13.54	46
3 modems	BHA	Nov-95	\$4,300.00	(\$3,153.33)	\$1,146.67	\$71.67	44
CD Rom + 3 service contracts	CompUSA	Feb-96	\$778.00	(\$531.63)	\$246.37	\$12.97	41
P5-120 Family PC	Gateway 2000	May-96	\$576.00	(\$364.80)	\$211.20	\$9.60	38
Solomon Install	Gateway 2000	Jun-96	\$2,381.00	(\$1,468.28)	\$912.72	\$39.68	37
1.2 GB HD, 2GB HD	BHA	Aug-96	\$538.00	(\$313.83)	\$224.17	\$8.97	35
HP Deskjet Paper Tray	Gateway 2000	Aug-96	\$580.00	(\$338.33)	\$241.67	\$9.67	35
HP Deskjet Printer	CompUSA	Aug-96	\$429.00	(\$250.25)	\$178.75	\$7.15	35
Solomon report Dev.	CompUSA	Aug-96	\$1,995.00	(\$1,163.75)	\$831.25	\$33.25	35
1-166	BHA	Sep-96	\$2,400.00	(\$1,360.00)	\$1,040.00	\$40.00	34
Hardware	Gateway 2000	Feb-97	\$2,843.00	(\$1,374.12)	\$1,468.88	\$47.38	29
computer (Marilyn's)	CompUSA	Feb-97	\$840.00	(\$406.00)	\$434.00	\$14.00	29
computer (Merline's)	MJP Computers	Apr-97	\$3,213.00	(\$1,445.85)	\$1,767.15	\$53.55	27
Hard Drive	MTC Inc.	Jun-97	\$1,402.00	(\$584.17)	\$817.83	\$23.37	25
Upgrade Tony's Computer	MTC Inc.	Jun-97	\$493.00	(\$205.42)	\$287.58	\$8.22	25
Back-Up Drive	MTC Inc.	Jul-97	\$581.00	(\$232.40)	\$348.60	\$9.68	24
Ramy's Laptop	Microcomputer	Oct-97	\$792.00	(\$277.20)	\$514.80	\$13.20	21
	TechPeople	Oct-97	\$3,403.00	(\$1,191.05)	\$2,211.95	\$56.72	21

Alpan, Inc.

Computing Equipment Details

Pentium 200	Bytecom systems	Nov-97	\$1,900.00	(\$633.33)	\$1,266.67	\$31.67	20			
IBM thinkpad 760	OnSale.com	Dec-97	\$2,218.00	(\$702.37)	\$1,515.63	\$36.97	19			
HP Laserjet4D00	Your Connection	Jan-98	\$2,339.00	(\$701.70)	\$1,637.30	\$38.98	18			
IBM thinkpad 560	OnSale.com	Feb-98	\$1,490.00	(\$422.17)	\$1,067.83	\$24.83	17			
Sale of Computer	Eddie Godinez	Jan-99	(\$585.00)	\$0.00	(\$585.00)	(\$41.77)				
	Total Computing Equip.		\$81,804.35	(\$58,311.60)	\$23,492.75	\$1,331.39	Monthly amt. To Deprec.			
	Per Trial Balance		\$81,805.63	(\$59,117.00)	\$22,688.63		less fully deprec.			
	Difference		(\$1.28)	\$805.40	\$804.12		less fully deprec.			
				Make entry in Aug. to adj.		\$1,331.39	Monthly amt. To Deprec.			

TRADEMARK

REEL: 002092 FRAME: 0759

Aged Receivables

As of: 30-Sep-99

Customer	Total	Current	Past Due			
			1-30 Days	31-60 Days	61-90 Days	91+ Days
Ace Hardware	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Agrip	\$168.70				\$168.70	\$0.00
Agrip - Direct - L/C	\$0.00		\$0.00			
Alpha Omega	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Austin Innovations						
Austin Innovations-Direct	\$12,503.45	\$0.00	\$0.00	\$0.00	\$0.00	\$12,503.45
BlackReef-Direct	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Big Sky	\$9,010.00	\$0.00	\$ 8,500.00		\$510.00	\$0.00
Cimarron Lumber	\$116.00		\$116.00	\$0.00	\$0.00	\$0.00
Combi	\$0.00			\$0.00	\$0.00	\$0.00
Comtrad	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Comtrad Direct	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Consol Merch	\$6,946.20	\$ -	\$ -	\$0.00		\$6,946.20
Consol Merch-Direct Billed	\$0.00					
Detroit Edison	(\$932.99)	\$0.00	\$0.00	\$0.00	\$0.00	(\$932.99)
De & Be	\$43,080.00	\$0.00	\$0.00	\$0.00	\$43,080.00	\$0.00
Duckwall Alco Stores	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Duckwall Alco Stores - Direct	\$0.00					
Eagle Hardware	\$134.70			\$0.00	\$0.00	\$134.70
Energy Federation	\$3,145.12	\$3,145.12				
Factory Outlet	\$571.50	\$0.00	\$0.00	\$0.00	\$0.00	\$571.50
Gardner Supply	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Gardner Supply Direct Billed	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Golden Genesis	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Grandpa's	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Grandpa's-Direct	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Handy Andy	\$3,299.02	\$0.00	\$0.00	\$0.00	\$0.00	\$3,299.02
Handy Andy-Direct	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Home Depot	\$18,044.67	\$0.00	\$0.00			\$18,044.67
Home Depot - Direct Billed	\$0.00					
Hutton Communications	(\$452.59)	\$116.00	\$0.00	\$0.00	\$0.00	(\$568.59)
HWI	(\$566.64)		\$0.00		\$205.34	(\$771.98)

EXHIBIT 3

Aged Receivables

As of: 30-Sep-99

Customer	Total	Current	Past Due			
			1-30 Days	31-60 Days	61-90 Days	91+ Days
Inter Island	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Jade Mountain	\$3,052.91	\$65.94	\$0.00	\$95.12	\$2,891.85	\$0.00
Kendall Limited	\$290.00				\$290.00	
Leroy Merlin-Direct	\$42,160.00	\$0.00	\$0.00	\$42,160.00	\$0.00	\$0.00
Lagenbach Warehouse	\$2,091.44	\$ -	\$0.00	\$0.00	\$0.00	\$2,091.44
Lowes	\$17,076.43		\$32.37	\$0.00	\$145.44	\$16,898.62
Lowes Direct Billed	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Mayers Merchandising	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Orchard Supply	\$73,753.50	\$73,753.50		\$0.00	\$0.00	\$0.00
Orchard Supply-Direct	\$6,150.00			\$6,150.00		
Pacific Energy Company	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Payless Cashways	(\$155.17)					(\$155.17)
Plow & Hearth	\$43.77	\$43.77				
Price/Costco	\$0.00					
Price/Costco-Direct	\$0.00					
Ring Lighting	\$0.00					
Ring Lighting - Direct	\$2,025.60	\$0.00	\$0.00	\$0.00	\$0.00	\$2,025.60
Sears National A/P Center	\$251.10	\$251.10		\$0.00	\$0.00	\$0.00
Servistar Corp.	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Solar Inc.	\$10,260.00	\$0.00	\$10,260.00	\$0.00	\$0.00	
Solar Inc. - Direct	\$14,560.00	\$0.00	\$13,440.00	\$0.00	\$1,120.00	\$0.00
SolarWide, Inc	\$0.00			\$0.00	\$0.00	\$0.00
SolarWide, Inc-DIRECT	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Sunset	\$0.00					
Sunset-Direct Billed	\$22,760.44	\$0.00	\$0.00	\$0.00	\$0.00	\$22,760.44
Talley Comm	(\$49.01)	(\$49.01)	\$0.00	\$0.00	\$0.00	\$0.00
Todd Holson	\$560.80	\$560.80	\$0.00	\$0.00	\$0.00	\$0.00
Truserv Corp.	\$253.66		\$104.12	\$0.00	\$159.54	\$0.00
U-Build	\$281.40		\$0.00	\$0.00	\$281.40	\$0.00
UC Club	(\$6.52)	\$0.00	\$0.00	\$0.00	\$0.00	(\$6.52)

Aged Receivables

As of: 30-Sep-99

Customer	Total	Current	Past Due			
			1-30 Days	31-60 Days	61-90 Days	91+ Days
Wal-Mart	\$779,500.00	\$779,500.00				
West Marine Products	\$4,601.00	\$4,601.00		\$0.00	\$0.00	\$0.00
Total	\$1,074,538.49	\$861,988.22	\$32,452.49	\$48,405.12	\$48,852.27	\$82,840.39

Other Direct Billed:

Canadian Receivables	\$10,493.70	\$0.00	\$0.00	\$ -	\$0.00	\$10,493.70
Collections/ADJ. not posted to aging	\$0.00					
SubTotal - Ledger	\$1,085,032.19	\$861,988.22	\$32,452.49	\$48,405.12	\$48,852.27	\$93,334.09
Post Closing Adjustments	\$0.00	\$ -	\$0.00	\$0.00	\$0.00	\$0.00
SubTot.- Ledger Aft PC Aje	\$1,085,032.19	\$861,988.22	\$32,452.49	\$48,405.12	\$48,852.27	\$93,334.09

A/R Base Adjustments:

De & BE	Assigned Proceeds	(\$39,327.94)	\$0.00	\$0.00	\$0.00	(\$39,327.94)	\$0.00
L.Merlin	Assigned Proceeds	(\$28,944.00)	\$0.00	\$0.00	(\$28,944.00)		
SolarInc	Assigned Proceeds	(\$10,728.00)	\$0.00	\$ (10,728.00)	\$ -		\$0.00
Walmart	Assigned Proceeds	(\$601,210.00)	(\$501,210.00)	\$0.00			

Grand Total	\$404,822.25	\$260,778.22	\$21,724.49	\$19,461.12	\$9,524.33	\$93,334.09
Proof	<u>\$404,822.25</u>					
Bank Receivables	\$404,822.25					
Minus: 90 Days + Past Due	<u>(\$93,334.09)</u>					
Bank Base	<u>\$311,488.16</u>					

Alpan, Inc.
Inventory Records September 1999

Part Number	Description	Std Cost	Units at RD Wells					Total	Std Cost
			Loc 60	QC	RGA	S&D	SCC		
<u>Finished Goods Warehouse</u>									
016945-A	Pathway Light	\$13.19	1					2	\$26.38
016953	Pathmarker-Double Pack	\$7.47	4			1		4	\$29.88
017930	Prime Light	\$20.47	6					6	\$122.82
017935	Sensor Light	\$26.39		181				181	\$4,776.59
7970	Pathmarker-Single Pack	\$3.72						0	\$0.00
.8092	Pathway Plus Fluor.	\$15.54				35		137	\$2,128.98
18130	Pagoda Amber	\$25.74						0	\$0.00
18130	Pagoda Sensor	\$25.74						0	\$0.00
18131	Garden Sensor	\$29.78	68					68	\$2,025.04
18135/18321	Solar Golden Lights	\$10.49	15					15	\$157.35
18136	Solar Golden Lights	\$48.17	4					4	\$192.68
18137	Pagoda Style	\$22.02	10			1		11	\$242.22
18138	Super Solar J Pak	\$61.43						0	\$0.00
18139	Super Solar Garden	\$40.98	4					4	\$163.92
018213	Moonlight Marker	\$10.92						0	\$0.00
18321	Solar Garden Light	\$10.49	12					12	\$125.88
018431	Prime Classic Coach	\$23.93				2		2	\$47.86
18454	Solar Vista	\$19.55						0	\$0.00
018478	Charge Saver	\$13.41	323			5		328	\$4,308.48
18721	Sundown Light	\$9.37	24					24	\$224.88
18724	Sundown Light 4PK	\$36.22	1					1	\$36.22
18731	Classic Sensor Light	\$33.22	1					1	\$33.22
018752	Pathway Light+, Multi Language	\$15.37	5			1		6	\$92.22
018754	Pathmarker-Double Pack	\$9.44						0	\$0.00
.8756	Prime Light-Multi Language	\$21.52	71					71	\$1,527.92
018758	Prime Coach-Multi Language	\$22.67				1		1	\$22.67
018759	Portable Solar Lantern	\$26.40						0	\$0.00
018760	Deluxe Solar Lantern	\$35.33		3				3	\$105.99
018761	Sensor II	\$33.74						0	\$0.00
018775/6/7	Adapter	\$1.50						0	\$0.00
018807	Solar Lantern	\$30.91	1					1	\$30.91
018919	Solar Yard Light 4 Pack	\$60.28	53					53	\$3,194.84
019160	Solar Accent Garden Light(4 Pak)	\$52.09						0	\$0.00
SW121A	Solar Light	\$31.35	4					4	\$125.40
SW123C	Flyeye	\$36.00	1			5		6	\$216.00
SW124B	Domie Style	\$22.22	3			9		12	\$266.64
SW125B	Star	\$20.49	36			1		37	\$758.13
SW134A	Pagoda Plus	\$31.52	23			9		32	\$1,006.64

RDW Inventoryb 1999.xls 10/19/99 2:17 PM

EXHIBIT 4

Alpan, Inc.
Inventory Records September 1999

Part Number	Description	Std. Cost	Units at RD Wells						Total	Std. Cost
			Loc 60	QC	RGA	S&D	SCC			
SW135B	Pagoda Plus	\$32.78						0	\$0.00	
SW135A	Pagoda LV 4 Pack	\$39.51						0	\$0.00	
SW135B	Glode LV 2 Pack	\$32.78						2	\$65.56	
SW135C	Tier LV 3 Pack	\$36.55						6	\$219.30	
SW144B	Protector Compact	\$16.54	614					620	\$10,254.80	
SW145B	Protector LUX	\$21.16	1,353					1,360	\$28,777.60	
Y145R	Mini Remote	\$3.72	1,015					1,018	\$3,786.96	
J100	Mini Protector	\$7.48	333					333	\$2,490.84	
SW145B	Protector LUX	\$21.95						0	\$0.00	
SW-148J	Solar Panel	\$23.11						23	\$531.53	
SW162D	Zapper Roach Killer	\$21.00						6	\$126.00	
SW178U	Flashlight	\$5.00						0	\$0.00	
SW179U	Flasher Light Plus	\$6.60						2	\$13.20	
SW180U	Flashlight	\$6.16	102					102	\$628.32	
SW197B	Plant Alarm	\$1.46						13	\$18.98	
SWZ07	Clam Shell Chargers	\$16.70						0	\$0.00	
90809	Mini Lynx	\$6.27	55					63	\$395.01	
90811	Floor Lynx	\$23.94	2					2	\$47.88	
90812	Hercules	\$17.01	4					4	\$68.04	
90815	Toucan	\$10.13	6					10	\$162.08	
90816	Woodpecker	\$8.46	156					177	\$1,497.42	
90817	Hawk	\$15.00	4					4	\$60.00	
90818	Swan	\$9.77	75					83	\$810.91	
90824	ibits	\$13.42	4					5	\$67.10	
Total			4,526	184	0	155	0	4,865	\$72,103.29	

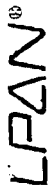
Accessories		Std. Cost	Units	Std. Cost
00043	Stakes	\$0.50	109	\$54.50
00044	Prime Coach Stakes	\$0.50	452	\$226.00
0045/46	Prime Light-Deck Mount	\$0.88	3,708	\$3,263.04
0059	Lamp assembly-White	\$3.37	7	\$23.59
0072	Lead Acid Battery-Panasonic	\$7.63	0	\$0.00
00073	Lead Acid Battery	\$6.43	0	\$0.00
00076	Lead Acid Battery(6v Samp hr)	\$9.60	0	\$0.00
15006	NiCad Batteries	\$5.02	0	\$0.00
15008	Sub C Battery	\$2.42	284	\$687.28
15009/10	6v/600mh Battery	\$1.50	19	\$28.50
16001	Sub C Battery, Loose	\$2.45	171	\$418.95
018440	C Battery, Loose 2 Pack	\$4.40	0	\$0.00

Alpan, Inc.
Inventory Records September 1999

Part Number	Description	Std. Cost	Units at RD Wells					Total	Std Cost
			Loc 60	QC	RGA	S&D	SCC		
18213	Moonlight Marker	\$10.92	0	0	0	0	0	\$0.00	
90811	Floor Lynx	\$23.94	0	0	0	0	0	\$0.00	
90815	Toucan	\$10.13	0	0	0	0	0	\$0.00	
90816	Woodpecker	\$8.46	0	0	0	0	0	\$0.00	
90817	Hawk	\$15.00	0	0	0	0	0	\$0.00	
90818	Swan	\$9.77	0	0	0	0	0	\$0.00	
821	Mushroom	\$6.95	0	0	0	0	0	\$0.00	
823	Galax	\$8.23	0	0	0	0	0	\$0.00	
90824	Heron	\$15.18	0	0	0	0	0	\$0.00	
18721	Solar Sundown	\$9.37	0	0	0	0	0	\$0.00	
18724	Solar Sundown 4 PAK	\$36.22	0	0	0	0	0	\$0.00	
18731	Classic Sensor Light	\$33.04	0	0	0	0	0	\$0.00	
19160	Pathway Light(4 Pak)	\$52.09	0	0	0	0	0	\$0.00	
18131	Solar Sensor Light	\$29.78	0	0	0	0	0	\$0.00	
18454	Solar Vista	\$19.55	0	0	0	0	0	\$0.00	
Direct Sale Inv.			0	0	0	0	0	\$0.00	
Rework			0	0	0	0	0	\$0.00	
SW 130	Pagoda Amber	\$25.74	0	0	0	0	0	\$0.00	
			0	0	0	0	0	\$492,413.39	
			0	0	0	0	0	\$0.00	

Total on Water	0	0	0	0	0	0	\$492,413.39
Combi Warehouse							\$22,657.14
Grand Total	16,565	184	2,321	155	0	19,225	\$615,989.47

RDW Inventoryb 1999.xls 10/19/99 2:17 PM



Rework for Compa

Qty	Import/Vhs Cost	Total Cost	Alpha Omega Inventory	Qty	Import/Vhs Total Cost
5	\$13.19	\$ 4,616.50	16945	600	\$ 7,914.00
52	9.00	\$ 472.16	18919	35	\$ 2,109.00
4	30.22		18774	0	\$ 36.72
12	15.37	\$ 799.24	18752	60	\$ 322.20
16	21.52	\$ 1,829.20	18756	20	\$ 430.40
18	22.67	\$ 1,926.05	18758	15	\$ 340.05
3A	19.92	\$ 2,549.76	18758A	30	\$ 587.60
		\$ 12,193.81			\$ 12,314.03

also @ RD Walls \$ 12,193.81
 Alpha Omega \$ 12,314.03
 Adj Value \$ 24,507.86

Qty	SGAL	SGAL(4)pk	Pathway	SYL	Primo Brookstone	Primo C	SGAL(5)pk	Sundown(4)pk	Primo H/Wall	Sundown	Vista
16845	16845	18160	18752	18919	00045	18758	18165	18724	18756A	18721	18434
114	1344	15	658	47	37	172	0	0	0	0	0
1344	1077	126	800	275	60	0	0	0	0	0	0
1077	1932	0	340	63	0	126	0	0	0	0	0
1932	196	63	80	16	40	288	1008	0	0	0	0
196	684	30	417	62	0	120	408	180	0	0	0
684	1472	0	484	0	803	0	200	308	0	0	0
1472	504	0	670	0	438	128	61	130	310	213	0
504	7593	303	1537	724	137	1272	1655	510	310	213	0
7593	13.10	\$ 52.00	\$ 15.37	\$ 60.28	\$ 21.52	\$ 22.67	\$ 62.21	\$ 36.22	\$ 19.92	\$ 9.00	\$ 19.55
13.10	00,000.00	\$ 10,000.00	\$ 60,000.00	\$ 40,000.00	\$ 2,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,175.20	\$ 3,034.04	\$

also @ shipments to Compa \$ 481,431.82

Qty	SGAL	SGAL(4)pk	Pathway	SYL	Primo Brookstone	Primo C	SGAL(5)pk	Sundown(4)pk	Primo H/Wall	Sundown	Vista
16845	16845	18160	18752	18919	00045	18758	18165	18724	18756A	18721	18434
3629	3629	940	204	210	264	210	0	0	0	0	0
940	107	1740	414	414	0	0	0	0	0	0	0
107	13.10	\$ 52.00	\$ 15.37	\$ 60.28	\$ 21.52	\$ 22.67	\$ 62.21	\$ 36.22	\$ 19.92	\$ 9.00	\$ 19.55
13.10	72,001.13	\$ 15,703.21	\$ 4,310.70	\$	\$ 28,843.52	\$ 9,385.38	\$	\$	\$	\$	\$
72,001.13	129,402.48										

also shipped to Compa \$ 481,431.82

also shipped back to Alison \$ 129,402.48

Product value @ Compa \$ 352,028.34

also @ RD Walls / Alpha \$ 24,807.86

Primo value @ Compa \$ 157,078.36

also @ RD Walls / Alpha \$ 1,934.04



PROOF OF SERVICE

1013A (3) CCP Revised 1/1/88

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California in the office of a member of the bar of this Court at whose direction the service was made. I am over the age of 18 and not a party to the within action. My business address is: 16000 Ventura Boulevard, Suite 1000, Encino, California 91436.

On October 25, 1999, I served the foregoing document described as:

SUBMISSION OF OFFER PURSUANT TO COURT'S ORDER OF OCTOBER 19, 1999

on the interested parties in this action.

[X] by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list.

[] [BY MAIL] I caused such envelope to be deposited in the mail at Encino, California. The envelope was mailed with postage thereon fully prepaid.

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[X] [BY FACSIMILE] I transmitted a true copy of said document by facsimile machine, pursuant to Rule 2005. The facsimile machine I use complied with Rule 2003(3) and no error was reported by the machine. Said fax transmission(s) were directed as indicated on the attached service list.

[X] [BY FEDERAL EXPRESS] I placed the sealed envelope(s) for collection and delivery to the Federal Express mail facility following the ordinary business practices of Greenberg & Bass Encino, California. I am readily familiar with the firm's practice for collecting and processing of Federal Express correspondence, said practice being that in the ordinary course of business Federal Express mail is deposited at the Federal Express mail facility for delivery the same day as Federal Express mail placed for collection.

Executed on October 25, 1999, at Encino, California.

[x] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

MARGARET TYNDALL

(Type or Print Name)

Margaret Tyndall

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Imperial Bank v. Alpan, Inc., et al.

Case No. CIV 179584

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