

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

MALIBU LIGHTING CORPORATION, et al.,<sup>1</sup>  
  
Debtors.

Chapter 11

Case No. 15-12080 (KG)

(Jointly Administered)

Related Docket No. 344

**ORDER AS TO DEBTORS  
OUTDOOR DIRECT CORPORATION  
F/K/A THE BRINKMANN CORPORATION AND  
MALIBU LIGHTING CORPORATION (A) APPROVING  
ASSET PURCHASE AGREEMENT AND AUTHORIZING THE  
SALE OF THE DEBTORS' INVENTORY; (B) AUTHORIZING THE  
SALE OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, RIGHTS,  
ENCUMBRANCES AND OTHER INTERESTS PURSUANT TO BANKRUPTCY CODE  
SECTIONS 105, 363(b), 363(f) AND 363(m); AND (C) GRANTING RELATED RELIEF**

Upon the Motion (the "**Motion**") of Outdoor Direct Corporation f/k/a The Brinkmann Corporation ("**ODC**") and Malibu Lighting Corporation ("**MLC**"), two of the debtors and debtors in possession (collectively, the "**Debtors**") in the above-captioned chapter 11 cases (the "**Chapter 11 Case**"), for the entry of an order (a) approving the *Asset Purchase Agreement* dated December 30, 2015 (including all ancillary documents, and as amended, the "**Agreement**")<sup>2</sup> attached to the Motion as **Exhibit A**,<sup>3</sup> between the Debtors and Sears Holdings Management Corp. (the "**Purchaser**"); (b) authorizing the sale of the Acquired Inventory free and clear of all liens, claims, rights, encumbrances, and other interests pursuant to sections 105,

<sup>1</sup> The Debtors, together with the last four digits of each Debtor's tax identification number, are: Malibu Lighting Corporation (0556); Outdoor Direct Corporation (9246) f/k/a The Brinkmann Corporation; National Consumer Outdoors Corporation (1153) f/k/a Dallas Manufacturing Company, Inc.; Q-Beam Corporation (1560); Smoke 'N Pit Corporation (9951); Treasure Sensor Corporation (9938); and Stubbs Collections, Inc. (6615). The location of the Debtors' headquarters and service address is 4215 McEwen Road, Dallas, TX 75244.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

<sup>3</sup> Attached hereto as **Annex 1** is the *First Amendment to Asset Purchase Agreement* dated February 9, 2016.



363(b), 363(f), and 363(m) of Title 11 of the United States Code (the “**Bankruptcy Code**”); and (c) granting related relief; and upon the limited objections to the Motion (collectively, the “**Objections**”) asserted by Bank of America, N.A. [Docket No. 433] (the “**Bank of America Objection**”) and Shanghai Hailian Electric Tools Co., Ltd. [Docket No. 432] (the “**Hailian Objection**”); and the Debtors having determined that the sale of the Acquired Inventory pursuant to the Agreement is the highest or otherwise best offer for the Acquired Inventory after the completion of the auction conducted on February 9, 2016; and the Court having conducted a sale hearing on February 10, 2016 (the “**Sale Hearing**”), to consider approval of the sale of the Acquired Inventory to the Purchaser pursuant to the Agreement; and all parties-in-interest having been heard or had the opportunity to be heard regarding the approval of the Agreement and the transactions contemplated thereby; and upon the Motion and supporting documentation filed in connection therewith, and the Court having previously approved bidding procedures for the sale [Docket No. 383] (the “**Bidding Procedures Order**”); and the Court having reviewed and considered the Motion and any objections or responses thereto; and upon the record of the Sale Hearing and the full record of the Chapter 11 Case; and the Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties-in-interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY FOUND AND DETERMINED THAT:<sup>4</sup>**

A. Jurisdiction and Venue. The Court has jurisdiction over this matter and over the property of the Debtors and their bankruptcy estates pursuant to 28 U.S.C. §§ 157(a) and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this case and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Statutory Predicates. The statutory predicates for the relief sought herein are sections 105 and 363 of the Bankruptcy Code and Rules 2002, 6004, 9008, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

C. Notice. Proper, timely, adequate, and sufficient notice of the Motion and the relief requested therein, the Auction, the Sale Hearing, the transactions described in the Agreement (all such transactions being collectively referred to as the “**Sale Transaction**”), has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004 and in compliance with the Bidding Procedures Order, and such notice was good, sufficient, and appropriate under the particular circumstances. No other or further notice of the Motion, the relief requested therein and all matters relating thereto, the Auction, the Sale Hearing, the Sale Transaction or the entry of this Sale Order is or shall be required.

D. Opportunity to Object and Bid. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities.

---

<sup>4</sup> The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate.

E. Compliance with Local Rules. The Debtors have complied in all respects with Local Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedures of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), establishing guidelines for the conduct of asset sales.

F. Compliance with Bidding Procedures Order. As demonstrated by (i) the testimony and/or other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors have marketed the Acquired Inventory and conducted the sale process in compliance with the Bidding Procedures Order.

G. Marketing Process. The marketing and bidding processes implemented by the Debtors, as set forth in the Motion, the Bidding Procedures Order, and supporting documentation filed in connection therewith, were fair, proper, complete, provided an adequate opportunity for interested parties to submit improved bids, and were reasonably calculated to result in the best value received for the Acquired Inventory.

H. Corporate Authority. The Debtors have full corporate power and authority to consummate the Sale Transaction pursuant to the Agreement, and all other documents contemplated thereby, and no consents or approvals, other than those expressly provided for in the Agreement, are required for the Debtors to consummate the Sale Transaction.

I. Business Justification. The Debtors have articulated sufficient and sound business reasons for entering into the Agreement and consummating the Sale Transaction outside a plan of reorganization. It is a reasonable exercise of the Debtors’ business judgment to consummate the Sale Transaction.

J. Best Interests. Approval of the Agreement and the consummation of the Sale Transaction are in the best interests of the Debtors, their estates and creditors, and other parties-in-interest under applicable bankruptcy and nonbankruptcy law.

K. Highest or Otherwise Best. The Purchaser's bid for the Acquired Inventory, as memorialized in the Agreement, is the highest or otherwise best offer received for the Acquired Inventory and will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative. The purchase price to be paid by the Purchaser pursuant to the Agreement is fair consideration and constitutes reasonably equivalent value under applicable bankruptcy and nonbankruptcy law for the Acquired Inventory, as determined by the marketing and auction process.

L. Arm's-Length Transaction. The Agreement was negotiated, proposed and entered into by the Debtors and the Purchaser without collusion, in good faith and from arm's-length bargaining positions. The Purchaser is not an "insider" of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code. Neither the Debtors nor the Purchaser have engaged in any conduct that would cause or permit the Agreement to be avoided or be the basis for an award for monetary damages under section 363(n) of the Bankruptcy Code. Specifically, the Purchaser has not acted in a collusive manner with any person and the purchase price was not controlled by any Agreement among bidders.

M. Good Faith. All of the actions taken by the Purchaser and its officers, directors, employees, counsel, and other professionals in connection with the Agreement, the auction process, and this proceeding have been taken in good faith. The Purchaser is a good faith purchaser of the Acquired Inventory within the meaning of section 363(m) of the Bankruptcy Code and is entitled to all of the protections afforded thereby. The Purchaser

proceeded in good faith in all respects in connection with the Sale Transaction in that: (i) the Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Acquired Inventory; (iii) the Purchaser complied with the provisions in the Bidding Procedures Order; (iv) the Purchaser agreed to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order; and (v) all payments to be made by the Purchaser pursuant to the Agreement in connection with the Sale Transaction have been disclosed.

N. Free and Clear. The Acquired Inventory constitutes property of the Debtors' estates. The transfer of the Acquired Inventory to the Purchaser will be a legal, valid, and effective transfer of the Acquired Inventory, and will vest the Purchaser with all right, title, and interest of the Debtors in and to the Acquired Inventory free and clear of all liens, claims, interests, obligations, rights and encumbrances to the greatest extent permitted by applicable law, except as otherwise specifically provided in the Agreement. Except as specifically provided in the Agreement (including as set forth in Section 2.5 of the Agreement), the Purchaser shall have no liability for any claims against the Debtors or their estates or any liabilities or obligations of the Debtors or their estates. Accordingly, the Debtors may sell the Acquired Inventory free and clear of all liens, encumbrances, pledges, mortgages, deeds of trust, security interests, claims, leases, charges, options, rights of first refusal, rights of first offer, hypothecations, encroachments, retentions of title, conditional sale arrangements, restrictive covenants, easements, servitudes, proxies, voting trusts or agreements, and transfer restrictions under any agreement in each case, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated,

matured or unmatured, material or non-material, disputed or undisputed (collectively, the “**Interests**”) and adverse claims, except as provided in the Agreement, because one or more of the standards set forth in sections 363(f)(1)–(5) of the Bankruptcy Code has been satisfied with regard to each such Interest or adverse claim. Those non-Debtor parties with Interests or adverse claims in or with respect to the Acquired Inventory who did not object, or who withdrew their objections, to the Sale Transaction or the Motion are deemed to have consented to the sale of the Acquired Inventory free and clear of those non-Debtor parties’ Interests or adverse claims in the Acquired Inventory pursuant to section 363(f) of the Bankruptcy Code. Those holders of Interests or adverse claims in any Acquired Inventory who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests or adverse claims, if any, attach to the proceeds derived from the Sale Transaction. The Purchaser would not have entered into the Agreement, and would not consummate the Sale Transaction, thus adversely affecting the Debtors, their estates and creditors, if the sale of the Acquired Inventory to the Purchaser were not free and clear of all Interests or adverse claims of any kind or nature whatsoever, or if the Purchaser would, or in the future could, be liable for any of the Interests or adverse claims.

O. Legal and Factual Bases. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

1. Motion. The Motion is hereby granted as provided herein.
2. Objections. All objections to the Motion and the relief requested therein that have not been withdrawn, waived or settled, and all reservations of rights included in such objections are hereby overruled on the merits and denied.

3. Sale Approval. The Sale Transaction and all of the terms and conditions and transactions contemplated by the Agreement are hereby authorized and approved pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized to consummate the Sale Transaction pursuant to and in accordance with the terms and conditions of the Agreement. The Debtors are authorized to execute and deliver, and empowered to perform under, consummate, and implement the Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Sale Transaction, and to effectuate the provisions of this Sale Order and the transactions approved hereby, and to take all further actions as may be required of the Debtors under the Agreement or requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser, or its assignees or designees, or reducing to possession, the Acquired Inventory, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreement. The failure to specifically include any particular provision of the Agreement in this Sale Order shall not diminish or impair the efficacy of such provision, it being the intent of this Court that the Agreement and each and every provision, term and condition thereof be authorized and approved in its entirety.

4. Disbursement of Sale Proceeds. The net proceeds from the sale of the Acquired Inventory (the "**Sale Proceeds**") shall be disbursed to the Debtors pursuant to sections 2.3 and 2.4 of the Agreement (the "**Disbursed Proceeds**"). Subject to paragraphs 5 and 6 below, the Disbursed Proceeds shall be further disbursed by the Debtors in the following manner: (i) the net proceeds payable to the Debtors from the sale of ODC's Acquired Inventory shall be



indefeasibly paid to Bank of America, N.A.; and (ii) the net proceeds payable to the Debtors from the sale of MLC's Acquired Inventory shall be indefeasibly paid to Comerica Bank.

5. Hailian Escrow. Notwithstanding anything to the contrary contained herein, the sum of \$255,764 out of the net proceeds of the sale of MLC's Acquired Inventory (the "**Hailian Reserved Funds**") shall be reserved and segregated by the Debtors as such proceeds are released to the Debtors pursuant to section 2.3 of the Agreement. The Hailian Reserved Funds shall remain subject to the liens, claims, and interests of Shanghai Hailian Electric Tools Co., Ltd. ("**Hailian**") and Comerica Bank with such liens, claims, and interests attaching to the Hailian Reserved Funds with the same validity and priority to which such liens, claims, and interests are entitled as of the Closing Date. The foregoing shall remain in place for thirty (30) days from the date hereof. Without further order of the Court, the Debtors may, at the end of the thirty (30) day period, disburse the Hailian Reserved Funds in accordance with paragraph 4 of this Sale Order. For the avoidance of doubt, the Debtors and Comerica Bank reserve (a) their rights to contest the liens, claims, and interests of Hailian and (b) their rights to object or otherwise oppose any request of Hailian to release the Hailian Reserved Funds. Any Hailian Reserved Funds not released to Hailian shall be disbursed in accordance with paragraph 4 of this Sale Order.

6. Dallas County Escrow. Notwithstanding anything to the contrary contained herein, the sum of \$300,000 out of the net proceeds of the sale of the Acquired Inventory located in the State of Texas (the "**Dallas County Reserved Funds**") shall be reserved and segregated by the Debtors as such proceeds are released to the Debtors pursuant to section 2.3 of the Agreement. Any liens of Dallas County, Texas ("**Dallas County**") against the Acquired Inventory related to unpaid taxes owing through the Closing Date and the liens of the

Debtors' secured lenders against the Acquired Inventory shall attach to the Dallas County Reserved Funds to the same extent and with the same priority to which such liens are entitled as of the Closing Date. The Dallas County Reserved Funds shall provide adequate protection to Dallas County for any liens it may have against the Acquired Inventory and shall not constitute the adjudication of any liens of Dallas County, the allowance of any claims of Dallas County, or a cap on the amounts Dallas County may be entitled to receive on account of any allowed claims. Furthermore, the claims and liens of Dallas County shall remain subject to any objections any party would otherwise be entitled to raise as to the priority, validity, or extent of such liens and/or the allowance or amount of such claims. Provided that the Debtors submit their Dallas County tax filings to Dallas Central Appraisal District for the first quarter of 2016 by no later than April 15, 2016, the Dallas County Reserved Funds shall be distributed as follows: (a) as soon as practicable after June 1, 2016, to Dallas County for payment of the taxes (if any) set forth in the tax filing(s) made by the Debtors to Dallas County for the first quarter of 2016, unless Dallas County notifies the Debtors before June 1, 2016 that it disputes the calculation of the amounts contained in these tax filings, in which case payment of the amount subsequently determined either by agreement of Dallas County, the Debtors, and the Debtors' secured lenders or by subsequent order of the Court (duly noticed to Dallas County) shall be made as soon as practicable after such determination; and (b) the balance of the Dallas County Reserved Funds remaining after any distribution required to be made to Dallas County in accordance with (a) above shall be distributed immediately thereafter in accordance with paragraph 4 of this Order.

7. Transfer of the Acquired Inventory. As of the closing date under the Agreement (the "**Closing**"), the Sale Transaction effects a legal, valid, enforceable and effective

sale and transfer of the Acquired Inventory to the Purchaser, and shall vest the Purchaser with all right, title, and interest of the Debtors in and to the Acquired Inventory.

8. Free and Clear. Except as otherwise provided for in the Agreement, the transfer of the Acquired Inventory shall vest the Purchaser, or its assignees or designees, with all right, title, and interest of the Debtors in the Acquired Inventory pursuant to section 363(f) of the Bankruptcy Code, free and clear of any and all Interests or adverse claims to the greatest extent permitted by applicable law, whether arising by statute or otherwise and whether arising before or after the commencement of the Chapter 11 case, whether known or unknown, including, but not limited to, Interests or adverse claims of or asserted by any of the creditors, vendors, employees, suppliers, or lessors of the Debtors or any other third party. Any and all such Interests or adverse claims shall attach to the net proceeds of the Sale Transaction, with the same priority, validity, force, and effect as they now have against the Acquired Inventory.

9. Bulk Sale Laws Inapplicable. No bulk sale law or any similar law of any state or other jurisdiction shall apply in any way to the Sale Transaction and the transactions contemplated by the Agreement.

10. Good Faith. The Sale Transaction has been undertaken by the Debtors and the Purchaser at arm's-length, without collusion. The Purchaser will acquire the Acquired Inventory pursuant to the Transaction Documents in good faith under section 363(m) of the Bankruptcy Code and the Purchaser, or its assignees or designees, shall be entitled to all of the protections in accordance therewith. The consideration provided by the Purchaser for the Acquired Inventory under the Agreement is fair and reasonable, and neither the Sale Transaction nor any element of the Sale Transaction, may be avoided or be the basis for an award of monetary damages under section 363(n) of the Bankruptcy Code. The sale of the Acquired

Inventory and the consideration provided by the Purchaser shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law.

11. Modifications. The Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in writing signed by both parties, and in accordance with the terms thereof, without further order of this Court, to the extent that any such modification, amendment, or supplement is not material.

12. Binding Order. This Sale Order and the Agreement shall be binding upon and govern the acts of all persons and entities, including, without limitation, the Debtors, their estates, members, managers and shareholders of the Debtors, all creditors of the Debtors (whether known or unknown), the Purchaser, all interested parties, and their respective successors and permitted assigns, including, without limitation, any trustee appointed in a Chapter 7 case if this case is converted from Chapter 11 and all non-Debtor parties asserting any Interests or adverse claims in the Acquired Inventory.

13. Non-Severability. The provisions of this Sale Order are non-severable and mutually dependent.

14. Order Immediately Effective. Notwithstanding Bankruptcy Rules 6004(h) and 7062, this Sale Order shall be effective and enforceable immediately upon its entry, and the sale approved by this Sale Order may close immediately upon entry of this Sale Order, notwithstanding any otherwise applicable waiting periods.

15. Retention of Jurisdiction. This Court shall retain jurisdiction on all matters pertaining to the relief granted herein, including to interpret, implement, and enforce the terms and provisions of this Sale Order and the Agreement, all amendments thereto, any waivers

and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to adjudicate any dispute relating to the Sale Transaction or the proceeds thereof, to compel delivery of the Acquired Inventory to the Purchaser or the Purchaser's assignees or designees, and to protect the Purchaser or the Purchaser's assignees or designees against any Interests or adverse claims against or in the Acquired Inventory.

Dated: February 10, 2016  
Wilmington, Delaware

  
HONORABLE KEVIN GROSS  
UNITED STATES BANKRUPTCY JUDGE

# **ANNEX 1**

## **First Amendment to Asset Purchase Agreement**

EXECUTION COPY

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (this "*Amendment*"), is made and entered into as of February 9, 2016 by and between Sears Holdings Management Corp., a Delaware corporation ("*Buyer*"), and Outdoor Direct Corporation, a Texas corporation formerly known as The Brinkmann Corporation, as Chapter 11 debtor in possession ("*ODC*"), and Malibu Lighting Corporation, a Delaware corporation, as Chapter 11 debtor in possession ("*MLC*"). In this Agreement, ODC and MLC are sometimes referred to individually as a "*Seller*" and collectively as "*Sellers*," and Buyer and Sellers are sometimes referred to individually as a "*Party*" and collectively as "*Parties*."

RECITALS

A. The Parties are parties to an Asset Purchase Agreement dated as of December 30, 2015 (the "*Original Purchase Agreement*").

The Parties wish to make certain amendments to the Original Purchase Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Defined Terms. Unless otherwise expressly defined herein, capitalized terms that are used in this Amendment and are defined in the Original Purchase Agreement shall have the same meanings given to such terms in the Original Purchase Agreement.

2. Amendments to Purchase Agreement.

(a) Schedule 1.1 attached to the Original Purchase Agreement is hereby replaced and substituted by Schedule 1.1 attached to this Amendment. All references in the Original Purchase Agreement to "Schedule 1.1" shall be deemed to refer to the Schedule 1.1 attached to this Amendment.

(b) The first sentence of Section 2.1 of the Original Purchase Agreement is hereby amended and restated to read in its entirety as follows: "The consideration to be paid by Buyer to Sellers for the Acquired Inventory shall be cash in an amount equal to Three Million Two Hundred Eighty-Seven Thousand Dollars (\$3,287,000) (the "*Base Purchase Price*")."

3. No Other Changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Original Purchase Agreement shall remain in full force and effect and shall apply to any purchase thereunder.

4. Conditions Precedent. This Amendment shall be effective as of the date first set forth above when Purchaser and Seller each shall have received an executed original hereof.

5. References. All references in the Original Purchase Agreement to "this Agreement" shall be deemed to refer to the Original Purchase Agreement as amended hereby.

6. Applicable Law. This Amendment shall be governed by and construed in accordance with the Bankruptcy Code and to the extent not inconsistent with the Bankruptcy Code, the law of the State of Delaware applicable to contracts made and performed in such state.

7. Counterparts. This Amendment may be signed in counterparts. The Parties further agree that this Amendment may be executed by the exchange of facsimile or electronic pdf signature pages provided that by doing so the Parties agree to undertake to provide original signatures as soon thereafter as reasonable in the circumstances and any Party's failure to provide an original signature shall not affect the validity, enforceability, and binding effect of this Amendment.

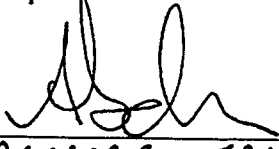
*[This space intentionally left blank.]*



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.


**BUYER:**

Sears Holdings Management Corp.,  
a Delaware corporation

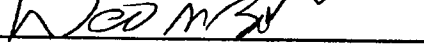
By:   
Name: AMANDA JAMES.  
Its: Authorized Signatory

**SELLERS:**

Outdoor Direct Corporation  
a Texas corporation,  
Debtor and Debtor in Possession

By:   
Name: David M. Baker  
Its: Chief Restructuring Officer

Malibu Lighting Corporation  
a Delaware corporation,  
Debtor and Debtor in Possession

By:   
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*Signature Page to First Amendment to Asset Purchase Agreement*

## SCHEDULE 1.1

---

**THE BRINKMANN CORPORATION****INVENTORY TO BE SOLD TO SEARS HOLDINGS**

Item	Description	Case Pack	Class Description	Quantity
802-5001-0	POP WITH IR241S	-	Outdoor Lighting	14
810-1101-S	BRINKMANN TABLE TOP GAS GRILL	1	Gas	2
810-1101-SB	TABLE TOP GAS GRILL	1	Gas	81
810-1200-S	2BRNR TABLE TOP GAS GRILL	1	Gas	1
810-1201-SB	2BRNR TABLE TOP GRILL	1	Gas	231
810-2100-0	PREM SNG SINGLE CHARCOAL	1	Charcoal	44
810-3001-SB	BARREL SMOKER-BRINKMANN	1	Charcoal	3
810-3015-SB	OFFSET SMOKER	1	Charcoal	165
810-3045-SB	BRINKMANN SMOKE-N-PIT	1	Charcoal	38
810-3050-SB	PATIO CHARCOAL GRILL	1	Charcoal	1
810-3091-SB	PELLET FUEL GRILL BRINKMANN	1	Charcoal	78
810-3260-SB	PATIO 2BURNER GAS GRILL	1	Gas	69
810-3330-SB	BRINKMANN 3BRNR GAS GRILL	1	Gas	14
810-3660-SB	BRINKMANN 5BRNR GAS GRILL	1	Gas	275
810-3802-SB	DUAL FUNCTION II W/QUICK ASSY	1	Gas	1
810-3821-SB	DUAL FUNC CHARCOAL/GAS GRILL	1	Gas	1
810-3826-S	BRINKMANN SIDE SMOKER BX W/LEG	1	Charcoal	1
810-3830-S	CHARCOAL/GAS & SMKR TRIPLE FUN	1	Charcoal	1
810-4580-SB	MEDALLION 5BRNR COPPER GRILL	1	Gas	157
810-5000-0	ALL IN ONE COOKER	1	Charcoal	317
810-5000-P	PREM ALL-IN-ONE	1	Charcoal	414
810-5010-2	PREM ALL-N-ONE BLK/WP&B	1	Charcoal	373
810-5030-6	PREM COOK N CARRY	1	Charcoal	390
810-5290-4	PREM SMOKE N GRILL ELECTRIC	1	Charcoal	3
810-5290-C	SMOKE 'N GRILL DBL ELEC SMKR	1	Charcoal	54
810-5301-1	SNG DBL /BASS PRO BLACK W/DOOR	1	Charcoal	81
810-5301-3	PREM BLUE SMOKE N GRILL	1	Charcoal	13
810-5301-6	PREM SMOKE N GRILL CHARCOAL	1	Charcoal	510
810-5301-C	SMOKE'N GRILL DBL GLOSSY BLK	1	Charcoal	4,056
810-5301-J	SMOKE N GRILL GLOSSY BLACK	1	Charcoal	1
810-5301-T	SMOKE N GRILL DBL GLOSSY BLK	1	Charcoal	10
810-5301-V	PREM SNG W/ VINYL COVER	1	Charcoal	322
810-5301-W	WALMART SMOKE N GRILL GLOSS BL	1	Charcoal	112
810-5302-C	SNG CHAR W/COOKBOOK	1	Charcoal	5
810-5302-S	SNG DBL GLOSSY BLK	1	Charcoal	3,016
810-5304-4	PREM SNG SS ELECTRIC	1	Charcoal	4
810-5305-7	PREM SNG SS CHAR V PK	1	Charcoal	2
810-5350-1	GO GRILL RED	1	Charcoal	24
810-5350-P	PREMIUM GO GRILL DELUXE	1	Charcoal	158
810-5500-0	BRINKMANN VERTICAL SMOKER	1	Charcoal	10

810-5502-W	SQUARE VERTICAL SMKR(SPLIT DR)	1 Charcoal	2
810-6326-SB	OFF-SET FIREBOX GRILL	1 Charcoal	460
810-7080-4	PREM GOURMET ELECTRIC RED	1 Charcoal	1
810-7080-7	PREM BLK GRMT ELEC W/CVR	1 Charcoal	2
810-7080-8	PREM RED GOURMET ELECT W/COVR	1 Charcoal	1
810-7080-K	RED GOURMET ELECTRIC SMOKER	1 Charcoal	591
810-7080-P	PREM GOURMET ELEC VALUE PK	1 Charcoal	18
810-7090-S	RED GOURMET ELECTRIC SMKR	1 Charcoal	2,297
810-7231-W	3 BURNER SS W/S-BRNR	1 Gas	8
810-8503-SB	BRINKMANN COMMANDER 5BRNR GRLL	1 Gas	3
810-8535-SB	BRINKMANN 4BRNR PRO SERIES	1 Gas	15
810-8752-S	CHARMGLOW LUXURY ISLAND	1 Gas	31
810-9000-S	BRINKMANN ELECTRIC PATIO GRILL	1 Charcoal	3
810-9210-S	BRINKMANN 2 BURNER	1 Gas	4
810-9213-SB	MAXFIRE TORCH 2BRNR GAS GRILL	1 Gas	4
810-9600-S	BRINKMANN 6BRNR EVENT GRILL	1 Gas	823
810-9600-SB	6 BURNER EVENT GRILL	1 Gas	17
810-GRIL-L1	COMBO GRILL SPECIAL	1 Gas	2
812-0040-V	GRILL ACCESSORY GIFT PACK	1 Accessories & Retail Parts	97
812-0060-V	SMOKER ACCESSORY GIFT PACK	1 Accessories & Retail Parts	97
812-1000-S	ASSEMBLERS' KIT	1 Gas	4
812-1007-S	CAST IRON SQUARE SKILLET	4 Accessories & Retail Parts	4,460
812-1008-S	10" ROUND CAST IRON SKILLET	4 Accessories & Retail Parts	48
812-1011-S	10QT POT W/BASKET	1 Accessories & Retail Parts	863
812-1012-S	BRINKMANN CLASSIC DUTCH OVEN	1 Accessories & Retail Parts	50
812-1024-S	24QT POT W/BASKET	1 Accessories & Retail Parts	228
812-1037-0	CHARCOAL STARTER	4 Accessories & Retail Parts	1,216
812-1037-F	CHARCOAL STARTER	4 Accessories & Retail Parts	70
812-1042-S	42QT POT AND BASKET	1 Accessories & Retail Parts	500
812-1055-V	55"COVER/ROTISSERIE KIT	1 Accessories & Retail Parts	2
812-1065-V	65"COVER/UNV ROTISSERIE KIT	1 Accessories & Retail Parts	3
812-1070-V	70"COVER/ROTISSERIE KIT	1 Accessories & Retail Parts	4
812-1080-S	80QT POT & BASKET	1 Accessories & Retail Parts	43
812-1087-S	BRINKMANN PREMIUM GRILL LIGHT	6 Accessories & Retail Parts	8,274
812-1091-S	UNIVERSAL 65"GRILL COVER	12 Accessories & Retail Parts	95
812-1092-S	UNIVERSAL 55"GRILL COVER	12 Accessories & Retail Parts	2,185
812-1098-S	PREM UNI 65"TAN GRILL COVER	6 Accessories & Retail Parts	2
812-1100-S	COVER-TABLE TOP GRILL	12 Gas	2,186
812-1800-S	18 LB MESQUITE WOOD CHUNKS	1 Wood	29
812-1801-S	18 LB HICKORY WOOD CHUNKS	1 Wood	3,556
812-1802-S	18 LB APPLE WOOD CHUNKS	1 Wood	348
812-1803-S	18 LB CHERRY WOOD CHUNKS	1 Wood	1,126
812-2200-0	VINYL COVER 3BURNER GAS GRILL	10 Gas	311
812-2201-0	ROTISSERIE PRO 22,4	6 Gas	4
812-2300-0	VINYL COVER 3BRNR G-GRILL	10 Gas	190
812-2500-S	25 LB MESQUITE WOOD LOGS	1 Wood	2,597
812-2501-S	25 LB HICKORY WOOD LOGS	1 Wood	47

812-2904-0	USG 18"SKEWER SET/12	- Accessories & Retail Parts	3
812-3015-S	PREMIUM OFF-SET SMKR COVER	6 Accessories & Retail Parts	414
812-3210-0	COVER GRILL KING	12 Accessories & Retail Parts	4
812-3300-0	KETTLE GRILL COVER	12 Gas	11
812-3303-S	PREMIUM GRILL/SMOKER COVER	6 Accessories & Retail Parts	168
812-3314-0	HICKORY CHUNKS 6# (6PK).32CFT	6 Accessories & Retail Parts	1
812-3315-0	MESQUITE CHUNKS 6# (6PK).32CFT	6 Accessories & Retail Parts	62
812-3321-0	VERTICAL COOKER COVER	6 Accessories & Retail Parts	108
812-3324-0	POWDERED MARINADE RED MEAT	12 Accessories & Retail Parts	74
812-3325-0	POWDERED MARINADE WH.MEAT	12 Accessories & Retail Parts	23
812-3333-0	SMOKER BASKET	6 Accessories & Retail Parts	2,028
812-3410-0	3 LB WOOD CHIPS HICK	12 Accessories & Retail Parts	2
812-3420-0	GAS GRILL COVER W/SIDE BURNER	12 Gas	1
812-3440-0	10 LB WOOD CHUNKS MESQ	4 Accessories & Retail Parts	48
812-3450-0	10 LB WOOD CHUNKS HICK	4 Accessories & Retail Parts	46
812-3500-0	BY KITCHEN COVER	12 Gas	12
812-3501-0	BY KITCHEN ROTISSERIE	8 Gas	2
812-3680-0	FRYER COVER	12 Accessories & Retail Parts	32
812-3800-0	COMBO SMOKE/GRILL COVER	6 Gas	2
812-4010-1	VINYL COVER 4010 GRILL	20 Gas	15
812-4445-N	NATURAL GAS CONV-KIT 4 BRNR	1 Gas	6
812-4495-1	ROTISSERIE 4495	6 Gas	8
812-4685-N	NATURAL GAS CONV-KIT 6 BRNR	1 Gas	24
812-5030-0	ELECTRONIC THERMOMETER	1 Accessories & Retail Parts	32
812-5056-0	MEAT HOOK	24 Accessories & Retail Parts	13
812-5058-0	CRAB TONGS	12 Accessories & Retail Parts	3
812-5059-0	BRINKMANN INJECTOR	12 Accessories & Retail Parts	10
812-5201-S	2 LB HICKORY WOOD CHIPS	12 Wood	1,465
812-5202-S	2 LB APPLE WOOD CHIPS	12 Wood	6
812-5203-S	2 LB CHERRY WOOD CHIPS	12 Wood	880
812-5400-S	4 LB MESQUITE WOOD CHUNKS	6 Wood	11
812-5401-S	4 LB HICKORY WOOD CHUNKS	6 Wood	482
812-5403-S	4 LB CHERRY WOOD CHUNKS	6 Wood	18
812-5404-S	4 LB PECAN WOOD CHUNKS	6 Wood	1
812-6090-S2	GPP PREM 2BRNR GRILL COVER	6 Accessories & Retail Parts	7,236
812-6091-S2	GPP 65"VINYL COVER	12 Accessories & Retail Parts	28,272
812-6092-Q	55"GRILL COVER 40QP	40 Accessories & Retail Parts	2,360
812-6092-S2	GPP 55"VINYL COVER	12 Accessories & Retail Parts	47,544
812-6093-S2	GPP 70"PREMIUM COVER	6 Accessories & Retail Parts	19,429
812-6094-S2	GPP PREM SMALL SPACE COVER	6 Accessories & Retail Parts	4,566
812-6095-S2	GPP 60"PREMIUM COVER	6 Accessories & Retail Parts	10,950
812-6096-S2	GPP 65"PREMIUM COVER	6 Accessories & Retail Parts	37,905
812-6098-S2	GPP 65" TAN PREMIUM COVER	6 Accessories & Retail Parts	26,770
812-6300-0	TRAILMASTER COVER	12 Accessories & Retail Parts	4
812-6303-S	PREMIUM VERTICAL SMKR COVER	6 Accessories & Retail Parts	1
812-6306-S2	GPP PREM TRAILMASTER COVER	6 Accessories & Retail Parts	17,302
812-6340-S2	GPP PREM GRILL/SMKR COVER	4 Accessories & Retail Parts	1,084

812-7000-0	TURKEY STAND & HOOK	6	Accessories & Retail Parts	3
812-7091-S2	GPP DOME SMOKER COVER	6	Accessories & Retail Parts	18,330
812-7104-S	UNIVERSAL ROTISSERIE KIT	2	Accessories & Retail Parts	1,777
812-7111-S	PORCELAIN COATED HEAT TENT	10	Gas	8
812-7120-S	BRINKMANN COOKING GRID	10	Gas	1,245
812-7130-S	BRINKMANN WARMING RACK	10	Gas	156
812-7140-0	SS BURNER UNIVERSAL-BRN BX	1	Gas	1,312
812-7222-S	CAST IRON SMOKER BOX	6	Accessories & Retail Parts	11,455
812-7248-S	15"-22" ADJ LARGE BURNER	4	Gas	16
812-8750-S	REFRIGERATOR	-	Gas	4
812-9000-S	HEAVY GAUGE WOK	6	Accessories & Retail Parts	5,649
812-9003-S	SS GRILL TOPPER	6	Accessories & Retail Parts	7,338
812-9007-S	NON-STICK RIB RACK	8	Accessories & Retail Parts	7
812-9008-S	CHICKEN WING & LEG RACK	4	Accessories & Retail Parts	5,950
812-9009-S	CHICKEN ROASTER	12	Accessories & Retail Parts	10,452
812-9012-S	FLEXIBLE GRILLING BASKET	6	Accessories & Retail Parts	3,906
812-9020-S	BAMBOO SKEWERS	12	Accessories & Retail Parts	160
812-9021-S	SHISH KABOB	8	Accessories & Retail Parts	6
812-9022-S	ROASTING STICK	10	Accessories & Retail Parts	18,770
812-9024-S	3PC TOOL SET BRINKMANN	12	Accessories & Retail Parts	3
812-9029-S	4PC TOOL SET	5	Accessories & Retail Parts	1,799
812-9039-S	BRINKMANN GRILL BRUSH	24	Accessories & Retail Parts	4,753
812-9047-S	SS SPATULA	24	Accessories & Retail Parts	2,644
812-9053-S	L-HANDLE WIRE BRUSH-BRINKMANN	12	Accessories & Retail Parts	1
812-9054-S	LONG HANDLE GRILL BRUSH	12	Accessories & Retail Parts	5,804
812-9056-S	2PK GRILL BRUSH	12	Accessories & Retail Parts	9
812-9057-S	SMALL CLEANING BRUSH BRINKMANN	24	Accessories & Retail Parts	122
812-9059-S	18"GRILL BRUSH BRINKMANN	12	Accessories & Retail Parts	111
812-9060-Q2	18" GRILL BRUSH QP	96	Accessories & Retail Parts	4,000
812-9060-S	18"GRILL BRUSH	12	Accessories & Retail Parts	148
812-9061-S	LARGE HEAD GRILL BRUSH	8	Accessories & Retail Parts	3,400
812-9064-S	BRINKMANN SCRUB BRUSH	24	Accessories & Retail Parts	71
812-9065-S	GRILL BRUSH W/REPL HEAD	12	Accessories & Retail Parts	3,944
812-9066-S	REPL GRILL BRUSH HEAD	60	Accessories & Retail Parts	733
812-9067-S	COMBO BRUSH	12	Accessories & Retail Parts	10,704
812-9068-S	WOOD HANDLE GRILL BRUSH	24	Accessories & Retail Parts	107
812-9069-S	WOOD HNDLE GRILL BRUSH	24	Accessories & Retail Parts	366
812-9072-S	BBQ SCRUBBER-BRINKMANN	24	Accessories & Retail Parts	693
812-9075-S	DIGITAL THERMOMETER BRINKMANN	12	Accessories & Retail Parts	12,732
812-9080-S	GRILL MAT BRINKMANN	6	Accessories & Retail Parts	2
812-9080-S2	GPP GRILL MAT	6	Accessories & Retail Parts	8,004
812-9087-S	DLX GRILL LIGHT BRINKMANN	6	Accessories & Retail Parts	4
812-9096-S	PREMIUM 65"GRILL COVER	6	Accessories & Retail Parts	3
812-9100-S	SEASONING INJECTOR BRINKMANN	6	Accessories & Retail Parts	264
812-9103-S	12"CKG THERMOMETER BRINKMANN	6	Accessories & Retail Parts	5
812-9104-S	UNI REGULATOR-THREAD VALV CONN	6	Accessories & Retail Parts	586
812-9118-S	24"SKIMMER	6	Accessories & Retail Parts	828

812-9120-S	MARINADE INJECTOR	6 Accessories & Retail Parts	2,094
812-9124-S	24QT BOILING POT W/BASKET	1 Accessories & Retail Parts	7
812-9136-S	36"SKIMMER BRINKMANN	6 Accessories & Retail Parts	307
812-9137-S	ELECTRIC CHARCOAL STARTER	6 Accessories & Retail Parts	73
812-9160-S	60QT BOILING POT W/BASKET	1 Accessories & Retail Parts	94
812-9220-S	PROPANE TANK GAUGE	6 Accessories & Retail Parts	9,385
812-9221-Q	PROPANE TANK GAUGE 56QP	56 Accessories & Retail Parts	8,064
812-9223-S	2PK GRILL LIGHT	6 Accessories & Retail Parts	5,873
812-9224-S	4PK INDIVIDUAL THERMOMETERS	6 Accessories & Retail Parts	5,104
812-9226-S	BASTING BRUSH & BOWL	4 Accessories & Retail Parts	2,292
812-9228-S	METAL MEAT HOOK	12 Accessories & Retail Parts	16
812-9229-S	PIZZA STONE	6 Accessories & Retail Parts	217
812-9232-S	4PC FORGED BBQ TOOL SET	2 Accessories & Retail Parts	5,269
812-9234-S	SILICONE GRILL MITT	6 Accessories & Retail Parts	6,288
812-9236-S	RIB RACK	6 Accessories & Retail Parts	2,511
812-9239-S	CEDAR PLANKS	6 Accessories & Retail Parts	6,900
812-9240-S	DUAL STEEL WOOL BRUSH	12 Accessories & Retail Parts	5,340
812-9241-S	18"STEEL WOOL BRUSH W/SCRAPER	12 Accessories & Retail Parts	83,555
812-9242-S	CAST IRON GRILL PRESS	4 Accessories & Retail Parts	16,460
812-9243-S	8PC STAINLESS STEEL TOOL SET	12 Accessories & Retail Parts	6,899
812-9244-S	SHAKER BASKET	6 Accessories & Retail Parts	21,593
812-9308-C	PORCELAIN HEAT PLATE	1 Accessories & Retail Parts	15
812-9309-C	CAST IRON SMOKER BOX	1 Accessories & Retail Parts	40
812-9310-C	CEDAR PLANKS	8 Accessories & Retail Parts	16
812-9490-0	GRILL COVER-TAILGATE	10 Gas	106
814-6800-0	6800 COVER-MAIN ISLAND GRILL	1 Gas	25
814-6805-0	68 SEAR BURNER FOR MAIN ISLAND	1 Gas	23
814-6805-N	68 SEAR BURNER NG FOR MAIN ISL	1 Gas	26
814-6805-SB	BRINKMANN DUAL FUEL SEAR BRNR	1 Gas	107
814-6806-S	BRINKMANN DOOR KIT	1 Gas	1
814-6812-0	6810 COVER-BAR ISLAND	1 Gas	4
814-6820-0	68 SIDE ISLAND W/TRASH CAN	1 Gas	18
815-3060-4	PREM SPORTSMAN DBL CHARCOAL	1 Boiling & Frying	135
815-3614-B	BR 36 QT POT W/LID & BASK	1 Boiling & Frying	8
815-3680-S	HI-LO BURNER W/PAN & BSKT TALL	1 Boiling & Frying	34
815-4001-F	30QT TURKEY FRYER	1 Boiling & Frying	958
815-4001-S	TURKEY FRYER 30QT W-ACC	1 Boiling & Frying	1,734
815-4005-S	BRINKMANN COOKER STAND	1 Boiling & Frying	3,069
821-0007-0	REPLACEMENT BULB SL-7	6 Outdoor Lighting	4
821-0403-4	MINI HERITAGE SOLAR LT 4PK	4 Outdoor Lighting	6
821-0406-4	MINI NUVO SOLAR LT 4PK	4 Outdoor Lighting	3
821-6000-2	2LT SL6 SOLAR 4PK FLUORESCNT	4 Outdoor Lighting	3
821-7000-0	SOLAR LIGHT, SL-7 PIR	4 Outdoor Lighting	12
822-0104-0	SOLAR 62MM MIXED METALLIC PDQ	18 Outdoor Lighting	1
822-0408-2	2 CLASSIC 6PK	6 Outdoor Lighting	91
822-0416-2	2 HAMPTON W/SHEP HK 6PK	6 Outdoor Lighting	52
822-0418-0	1 MIRAGE HANG/VERDE 6PK	6 Outdoor Lighting	3

822-0420-2	2 EMPEROR 6PK	6 Outdoor Lighting	2
822-0420-3	2 EMPEROR 2PK	2 Outdoor Lighting	5
822-0421-0	1 KETTLE LTN HANG 6PK	6 Outdoor Lighting	12
822-0423-0	1FIJI TORCH BLK BULK QTY 6	6 Outdoor Lighting	1
822-0423-2	2 FIJI TORCH BLK 4PK	4 Outdoor Lighting	1,525
822-0423-4	PREM 4 FIJI TORCH BLK	1 Outdoor Lighting	41
822-0432-2	TARGET 2 CAPTAIN'S LANTERN 2PK	2 Outdoor Lighting	9
822-0435-2	R&R 2 LEGACY W/HOOK 2PK	2 Outdoor Lighting	12
822-0452-2	TARGET 2 TULIP 0003 2PK	2 Outdoor Lighting	24
822-0457-2	TARGET 2 PROVINCIAL 2PK	2 Outdoor Lighting	28
822-0562-2	GP 2ROUND LANTERN 2PK	2 Outdoor Lighting	33
822-0581-2	GP 2GARDEN PAGODA BLACK 2PK	2 Outdoor Lighting	79
822-0581-5	HG 4&1 PAGODA LTN&SPOTLT 2PK	2 Outdoor Lighting	2
822-0602-4	HG 4CANDLE LTN W/HK&STAKE 2PK	2 Outdoor Lighting	37
822-0603-0	SOLAR SPOTLIGHT SINGLE	1 Outdoor Lighting	1
822-0603-8	8 SOLAR SPOTLIGHT SET	1 Outdoor Lighting	8
822-0606-8	HG 8BLK PLASTIC WEDGE 2PK	2 Outdoor Lighting	28
822-0668-5	HG 4&1DUAL WNDW-PANE&SPTLT 2PK	2 Outdoor Lighting	626
822-0701-8	HG 8BLK TIER VALUE 2PK	2 Outdoor Lighting	456
822-0703-8	HG 8BROWN TIER VALUE 2PK	2 Outdoor Lighting	71
822-0712-4	HG 4PLASTIC CYPRESS 2PK	2 Outdoor Lighting	194
822-0714-4	HG 4METAL HERITAGE II 2PK	2 Outdoor Lighting	26
822-0716-4	HG 4CLASSIC LANTERN 2PK	2 Outdoor Lighting	10
822-0718-2	HG 2WALL SCONCE 2PK	2 Outdoor Lighting	81
822-0720-0	HG 1BULLET SPOTLIGHT 4PK	4 Outdoor Lighting	704
822-0820-2	2LT SPOTLIGHT SOLAR 2PK	2 Outdoor Lighting	1,729
822-0901-8	8 PLASTIC WALK LT	8 Outdoor Lighting	18
822-0929-0	PREM 1BLK HANG LANTERN BULK	1 Outdoor Lighting	2
822-1070-0	12RND BLK MINI STAKE LT MERCH	12 Outdoor Lighting	5,830
822-1070-P	PREM 12RND MINI BLK STKE PLSTC	1 Outdoor Lighting	3
822-1071-0	12RND BRWN MINI STAKE MERCH	12 Outdoor Lighting	156
822-1071-8	PREM 8RND MINI BRWN STKE PLST	1 Outdoor Lighting	18
822-1072-0	12MINI CPPR RND STKE LT MERCH	12 Outdoor Lighting	1,536
822-1073-0	12MINI SS RND STKE LT MERCH	12 Outdoor Lighting	868
822-1073-P	PREM 12RND MINI SS STAKE LT	1 Outdoor Lighting	3
822-1080-0	12MINI BLK SQ STKE LT MERCH	12 Outdoor Lighting	3,443
822-1080-8	PREM 8SQUARE MINI BLK STKE LT	1 Outdoor Lighting	2
822-1081-0	12MINI BRN SQ STKE LT MERCH	12 Outdoor Lighting	1,584
822-1081-8	PREM 8SQUARE MINI BRWN STKE LT	1 Outdoor Lighting	16
822-1082-8	PREM 8SQUARE MINI COPPER STKE	1 Outdoor Lighting	122
822-1083-0	12MINI SS SQUARE MINI STAKE	12 Outdoor Lighting	1,180
822-1101-1	MINI WINDOW PANE PDQ-12	12 Outdoor Lighting	252
822-1101-P	PREM 12MINI WINDOW PANE	1 Outdoor Lighting	6
822-1215-0	12PC STARLIGHT PDQ BROWN	12 Outdoor Lighting	120
822-1503-0	1 VICTORIAN II STAKE 6PK	6 Outdoor Lighting	176
822-1504-2	2 VICTORIAN HANG 4PK	4 Outdoor Lighting	1
822-1505-2	2 CYPRESS STAKE/VERDE 4PK	4 Outdoor Lighting	71



822-1506-0	1 CYPRESS HANG 6PK	6 Outdoor Lighting	2
822-1506-5	PREM 4 CYPRESS HANGING SOLAR	1 Outdoor Lighting	1
822-1507-3	2 PATIO I 2PK	2 Outdoor Lighting	2
822-1511-2	2 ROUND LANTERN 2PK	2 Outdoor Lighting	764
822-1511-6	PREM 6ROUND LANTERN	1 Outdoor Lighting	2
822-1511-8	PREM 8ROUND LANTERN	1 Outdoor Lighting	11
822-1525-2	2CYPRESS/STAKE WHT/PEWTER 4PK	4 Outdoor Lighting	9
822-1651-2	2MODERN PAGODA 2PK	2 Outdoor Lighting	157
822-1651-4	PREM-4MODERN PAGODA LT	1 Outdoor Lighting	50
822-1651-6	PREM-6MODERN PAGODA LT	1 Outdoor Lighting	1
822-1651-8	PREM-8MODERN PAGODA LT	1 Outdoor Lighting	21
822-1651-P	PREM-12MODERN PAGODA LT	1 Outdoor Lighting	9
822-1658-2	2 MAINSTREET 2PK	2 Outdoor Lighting	58
822-1716-4	4 CLASSIC LANTERN 2PK	2 Outdoor Lighting	44
822-2100-0	RND MINI STICK LT 20PDQ	20 Outdoor Lighting	40
822-2103-0	RND WALK LT 12PDQ SOLAR	12 Outdoor Lighting	108
822-2104-4	4BLK SQUARE WALK LT SOLAR	12 Outdoor Lighting	972
822-2106-0	FLOOD LT SOLAR 12PDQ	12 Outdoor Lighting	132
822-2110-0	SOLAR SWIRL LT PATHWAY 9PDQ	9 Outdoor Lighting	116
822-2115-A	CRACKED BALL LT 12PDQ MIX	12 Outdoor Lighting	7
822-2117-0	MOSAIC BALL 12PDQ MIX SOLAR	12 Outdoor Lighting	60
822-2130-0	8PC 30 LUMEN SOLAR FLOOD LT	8 Outdoor Lighting	77
822-2506-4	4 HANGING MISSION LT 2PK	2 Outdoor Lighting	103
822-2508-1	1 MODERN TIER 2PK	2 Outdoor Lighting	2
822-2508-4	4 MODERN TIER WHT/LED 4PK	4 Outdoor Lighting	72
822-2606-8	8BLK PLASTIC WEDGE 2PK	2 Outdoor Lighting	162
822-2647-4	4PEWTER FLARE SOLAR 2PK	2 Outdoor Lighting	4
822-2814-2	2METAL COACH 2PK	2 Outdoor Lighting	273
822-3100-0	20PC PDQ SS STICK LIGHT	20 Outdoor Lighting	60
822-3101-0	35PDQ BLK MINI PATH SOLAR LT	35 Outdoor Lighting	328
822-3102-2	2BLK PLASTIC HANGING LANTERN	6 Outdoor Lighting	52
822-3104-4	4 ROUND BLK PLASTIC WALK LT	12 Outdoor Lighting	33
822-3503-0	SOLAR MASON JAR	2 Outdoor Lighting	56
822-4108-0	BLK PLASTIC SOLAR PATH 24PDQ	24 Outdoor Lighting	216
822-4113-0	SOLAR WISH JAR 12PDQ	12 Outdoor Lighting	120
825-6500-1	MUSICAL CAR HORN (CONTROL BOX)	- All Other	46
825-6501-1	SPEAKER MUSICAL HORN	- All Other	64
825-6502-1	MUSICAL CAR HORN (KIT)	- All Other	18
828-0002-0	SPOT-FLOOD LIGHT	6 Outdoor Lighting	17
828-0003-0	HERITAGE COACH LIGHT	6 Outdoor Lighting	66
828-0004-0	SIERRA TIER LIGHT	6 Outdoor Lighting	2
828-0005-0	LV 1699 HD CABLE 50'	6 Outdoor Lighting	5
828-0035-0	YL 35 WATT DUSK TO DAWN TRANSF	8 Outdoor Lighting	197
828-0300-6	6 SPOTLIGHT LED LV 2PK	2 Outdoor Lighting	3
828-0301-0	1LT COACH LED LV 4PK	4 Outdoor Lighting	1
828-0302-0	1LT SS PATH LT LED LV 6PK	6 Outdoor Lighting	7
828-0303-0	1LT PLASTIC PATH LT LED LV 4PK	4 Outdoor Lighting	168

828-0303-6	4PLASTIC PATH & 2SPOT LED 2PK	2 Outdoor Lighting	886
828-0401-0	4 TIER LIGHT KIT	4 Outdoor Lighting	7
828-0403-0	4-HERITAGE COACH LIGHT	4 Outdoor Lighting	8
828-0404-0	4-SIERRA TIER LIGHT	4 Outdoor Lighting	16
828-1013-0	LV 10 LT COMBO 8C/2H	2 Outdoor Lighting	25
828-1014-0	12-LIGHT COMBO	2 Outdoor Lighting	1
828-5001-0	SINGLE TIER LIGHT	6 Outdoor Lighting	34
828-5002-0	SINGLE FLOOD LIGHT	6 Outdoor Lighting	254
828-5006-0	4 WATT REPLACEMENT BULB 2PK	12 Outdoor Lighting	400
828-5100-0	10 TIER LIGHT SET	4 Outdoor Lighting	56
828-5142-0	14 LIGHT COMBO 2 FLOOD 12 TIER	2 Outdoor Lighting	2
829-5051-2	WINDY FAN PF051A WHITE	6 All Other	594
829-5241-K	4 PAK 300W MOTION DETECTOR	4 Outdoor Lighting	14
829-5244-0	PIR DETECTOR, HG-300S ADJ	4 Outdoor Lighting	48
829-5385-B	MOTION DET MINI HAL BRONZE	12 Outdoor Lighting	710
829-5520-1	HG-OUT/IN W/2 BULBS	- Outdoor Lighting	2
829-5700-0	RF PLUG-IN RECEIVER	6 Outdoor Lighting	2
829-5730-0	RF KEYCHAIN TRANSMITTER	6 Outdoor Lighting	2
840-0100-0	QWIKLITE STOVE	1 All Other	2
847-1000-0	RECHARGEABLE VACUUM 2PK	2 All Other	20
847-8501-0	310 DUMP CART	1 All Other	4
847-8502-0	DUMPCART 320	1 All Other	5
852-7006-0	MOD DS-30 CNC DBL GR CHARCOAL	1 Charcoal	49
852-7080-0	BRINKMANN S80 CHARCOAL GRM W/D	1 Charcoal	78
852-7080-6	PREM GOURMET CHARCOAL GREEN	1 Charcoal	10
852-7080-7	PREM GOURMET CHARCOAL BLK	1 Charcoal	1
852-7080-C	PREM GOURMET CHAR VALUE PK	1 Charcoal	4
852-7080-E	GREEN CHAR. GOURMET	1 Charcoal	22
852-7080-H	PREM GOURMET CHARCOAL ORANGE	1 Charcoal	95
852-7080-V	PREM BLK CHAR GOURMET W/COVER	1 Charcoal	62
852-7081-0	BRINKMANN CHAR RED GRM W/DR	1 Charcoal	3
855-3304-S	HEAVY GAUGE CHARCOAL DRUM	1 Charcoal	454
855-4015-0	VERTICAL PELLET GRILL	1 Charcoal	358
855-6100-SB	VERTICAL CHARCOAL SMOKER	1 Charcoal	329
855-6304-S	HVY GAUGE VERTICAL TRAILMASTER	1 Charcoal	759
855-6304-SB	VERTICAL TRAILMASTER	1 Charcoal	215
870-6563-1	2032 CAN CADDY	1 All Other	8
870-7126-6	KH-20 PARTS KITS	1 All Other	7
870-7127-4	KH-20 WOOD PANELS	1 All Other	7
870-7451-1	KDC-10CT DUMP TRLR-GREEN TFC	- All Other	7
880-6321-L	K-12 PAIL PRE 12/CTN	12 Galvanized	6,888
880-6353-7	2946 MOP WRNGR BUCKET 14QT. HD	2 Galvanized	6
880-6356-0	A TUB ALL PURPOSE 4GAL. HD	12 Galvanized	10
880-6377-L	K-2 TUB 15GAL 6/CTN	6 Galvanized	650
880-6692-8	OBLONG TUB 00-0B	6 Galvanized	1,587
880-6801-L	2QT HD PAIL W/BRASS TRIM	12 Galvanized	9
880-6802-L	4QT HD PAIL W/BRASS TRIM	6 Galvanized	94

880-6803-L	3.5GAL OB TUB W/BRASS TRIM	6 Galvanized	223
880-8693-L	5.5 GAL OB PRE TUB 6/CTN	6 Galvanized	1
882-0200-2	2 SHEP HOOK 4'W/CITR/CNDLE	1 All Other	2
882-0850-1	4FT BIRD BATH/FEEDER RUST	1 All Other	2
885-9308-0	USG AM CL FISHCOOKER/SS	1 Charcoal	8
			<b>637,535</b>
<b>Grill and Smoker Parts</b>			
812-0004-0	WATER PAN	12 Accessories & Retail Parts	4
812-0021-V	3PK CROSSOVER CHANNEL	1 Accessories & Retail Parts	25
812-0023-V	3PK CKG GRID 9 X 17 3/4	1 Accessories & Retail Parts	20
812-0024-V	4PK M-BURNER W/SCREEN	1 Accessories & Retail Parts	53
812-0025-V	3PK CROSSOVER CHANNEL 6 1/2"	1 Accessories & Retail Parts	64
812-1003-V	3EA SS-BRNR/PORC HEAT TENT KIT	1 Accessories & Retail Parts	31
812-1004-V	4EA SS-BRNR/PORC HEAT TENT KIT	1 Accessories & Retail Parts	6
812-1005-V	5EA SS-BRNR/PORC HEAT TENT KIT	1 Accessories & Retail Parts	1
812-1006-V	6EA SS-BRNR/PORC HEAT TENT KIT	1 Accessories & Retail Parts	27
812-3301-0	HEAT INDICATOR SMOKENPIT	6 Accessories & Retail Parts	1,144
812-3301-1	HEAT INDICATOR PROF STLWTR	6 Accessories & Retail Parts	47
812-7020-S2	GPP UNIV CROSSOVER CHANNEL	6 Accessories & Retail Parts	36,132
812-7022-S2	GPP PREMIUM TEMP GAUGE	6 Accessories & Retail Parts	17,226
812-7109-S	SMALL HEAT TENT	10 Accessories & Retail Parts	2
812-7109-S2	GPP SMALL HEAT TENT	10 Accessories & Retail Parts	47,240
812-7112-S	PORC CTD HEAT TENT	10 Accessories & Retail Parts	599
812-7112-S2	GPP LARGE HEAT TENT	10 Accessories & Retail Parts	29,330
812-7220-S	UNIVERSAL ELECTR IGNITOR KIT	4 Accessories & Retail Parts	1
812-7220-S2	GPP ELECTRONIC IGNITOR KIT-UNI	4 Accessories & Retail Parts	8,004
812-7221-S	UNIVERSAL PUSH BUTTON IGNITOR	6 Accessories & Retail Parts	53
812-7221-S2	GPP PUSH BUTTON IGNITER	6 Accessories & Retail Parts	7,836
812-7223-S2	GPP REGULATOR W/2 HOSES	4 Accessories & Retail Parts	29
812-7224-S	REPL REGULATOR W/1 HOSE	6 Accessories & Retail Parts	11
812-7224-S2	GPP REGULATOR W/1 HOSE	6 Accessories & Retail Parts	16,284
812-7225-S	4FT HOSE WITH ADAPTER	4 Accessories & Retail Parts	1
812-7225-S2	GPP 4'HOSE & ADAPTOR	4 Accessories & Retail Parts	64
812-7226-S	ADJ SS HEAT TENT	10 Accessories & Retail Parts	13
812-7226-S2	GPP SS HEAT TENT	10 Accessories & Retail Parts	7,180
812-7227-S2	GPP NATURAL 10'QUICK CONN HOSE	2 Accessories & Retail Parts	1,924
812-7228-S	8"ADJ CAST IRON CKG GRID	4 Accessories & Retail Parts	72
812-7228-S2	GPP ADJ CAST IRON CKG GRATE	4 Accessories & Retail Parts	3,956
812-7229-S2	GPP TEMPERATURE GAUGE	6 Accessories & Retail Parts	14,916
812-7230-S2	GPP PLASTIC CONTROL KNOB	6 Accessories & Retail Parts	630
812-7232-F2	GPP SS PANCAKE BURNER	6 Accessories & Retail Parts	1,620
812-7232-S2	GPP SS FLAT BURNER	6 Accessories & Retail Parts	18,384
812-7233-S	ADJUSTABLE BAR BURNER	6 Accessories & Retail Parts	12,951
812-7234-S	SS TUBE BURNER	12 Accessories & Retail Parts	44
812-7234-S2	GPP SS TUBE BURNER	12 Accessories & Retail Parts	28,260
812-7235-S	ADJUSTABLE "H"BURNER	6 Accessories & Retail Parts	2,016
812-7236-S	CAST IRON BURNER	6 Accessories & Retail Parts	1

812-7236-S2	GPP CAST IRON BURNER	6	Accessories & Retail Parts	3,600
812-7238-S	UNIV-PORCELAIN CTD CKG GRID	10	Accessories & Retail Parts	15
812-7239-S	ADJ 19" COOKING GRID	8	Accessories & Retail Parts	68
812-7239-S2	GPP 19"COOKING GRATE	8	Accessories & Retail Parts	16,792
812-7240-S	ROCK GRATE	4	Accessories & Retail Parts	316
812-7240-S2	GPP LAVA ROCK GRATE	4	Accessories & Retail Parts	8,472
812-7241-S	ADJ 6"COOKING GRATE	8	Accessories & Retail Parts	28
812-7241-S2	GPP 6"COOKING GRATE	6	Accessories & Retail Parts	22,240
812-7242-S	ADJ 8"CKG GRATE	6	Accessories & Retail Parts	5
812-7242-S2	GPP 8"COOKING GRATE	6	Accessories & Retail Parts	7,752
812-7244-S	QUICK CONNECT BRASS FITTING	2	Accessories & Retail Parts	1
812-7244-S2	GPP QUICK CONNECT BRASS FITTING	2	Accessories & Retail Parts	1,216
812-7248-S2	GPP ADJUSTABLE LARGE BURNER	4	Accessories & Retail Parts	10,820
812-7445-S	6"ADJ CAST IRON CKG GRID	6	Accessories & Retail Parts	6,744
812-8004-S	NATURAL GAS CONVERSION KIT	2	Accessories & Retail Parts	196
812-9313-C	REPLACEMENT TUBE BURNER	1	Accessories & Retail Parts	38
812-9314-C	19" PROSEAR GRID	1	Accessories & Retail Parts	9
812-9320-C	17" PROSEAR GRID	1	Accessories & Retail Parts	10
812-9321-C	REPL ELECTRONIC IGNITION	1	Accessories & Retail Parts	3
812-9323-C	PROCELAIN CAST IRON BURNER	1	Accessories & Retail Parts	2
812-9326-C	ADJ PORCELAIN GRID	1	Accessories & Retail Parts	22
812-9327-C	7000/8000 PORCELAIN WIRE GRATE	1	Accessories & Retail Parts	9
				334,559
<b>TOTAL TBC</b>				<b>972,094</b>

MALIBU LIGHTING CORPORATION					
INVENTORY TO BE SOLD TO SEARS HOLDINGS					
Item	Description	Case Pack	Class Description	Quantity	
8500-5101-01	HAMPTON BAY 2T PATHWAY SOLAR	15	White Boxes	1,480	
8501-0610-02	2 BLACK SOLAR SPOTLIGHT	1	Solar	375	
8501-4531-01	SOLAR IRON DECORATIVE LANTERN	4	Solar	133	
8501-5120-02	LUMINA COLL 2PATHWAY SOLAR	2	Solar	32	
8506-2151-04	SOLAR ORB 4HANGING NAUTICAL LT	1	Solar	2	
8506-2401-01	SOLAR ORB PATHWAY LIGHT BAR	2	Solar	63	
8506-2402-02	SOLAR ORB 2 METAL FENCE LIGHT	2	Solar	3,438	
8506-2612-01	SOLAR ORB REMOTE PANEL SPOTLT	2	Solar	37	
8506-2613-01	SOLAR ORB REMOTE PANEL WALL WS	2	Solar	63	
8508-2110-06	6PK SWIRL KIT	1	Solar	67	
8517-3503-01	SOLAR MASON JAR	2	Solar	214	
8517-3503-36	SOLAR MASON JAR 36WING STACK	1	Solar Wing Stacks	164	
8517-4510-01	SOLAR FIREFLY LANTERN	2	Solar	2,818	
8517-4510-18	SOLAR FIREFLY JAR 18WS	18	Solar Wing Stacks	4,049	
8517-5503-10	MASON JAR STRING LT-SOLAR	2	Solar	10	
8520-2150-06	6PK CONTEMPORARY SOLAR KIT	1	Solar	2,932	
8520-4550-03	3DECORATIVE LANTERN BTRY OPER	1	Solar	1,507	
8520-5111-06	6 CALYPSO COLLECTN PATHWAY LT	2	Solar	318	
8522-3103-04	SOLAR 4PK KRISTI PATHWAY LT	2	Solar	275	
8522-4504-01	SOLAR PORTHOLE LIGHT	6	Solar	40	
8522-4511-01	PORTHOLE LTRN SOLAR/BATTERY OP	2	Solar	936	
8522-4511-27	SOLAR PORTHOLE LTN 27WS	27	Solar Wing Stacks	650	
8522-4530-01	BATTERY OP PLASTIC LANTERN	2	Solar	6	
8522-4530-24	LATTICE LANTERN 24WS	24	Solar Wing Stacks	148	
8550-3101-04	SOLAR 4PK 304SS PATHWAY LT	2	Solar	579	
8550-4322-04	4 KENDLETON COL BOLLARDS SOLAR	1	Solar	1,269	
LOW VOLTAGE KITS				21,605	

8300-9901-06	6 PIECE COLONIAL LT KIT	1	Low Volt Kit	1
8301-2921-08	8PC 4W PLASTIC MUSHROOM KIT	2	Low Volt Kit	160
8301-9900-04	50W FLOOD KIT-4LT	1	Low Volt Kit	596
8301-9904-04	4 PIECE FLOOD KIT-20W	1	Low Volt Kit	88
8301-9907-08	8 PIECE METAL TIER KIT	1	Low Volt Kit	12
8308-9903-10	10 PIECE PRO SET	1	Low Volt Kit	43
8401-2430-06	LED 6PK DECK LIGHTS	2	Low Volt Kit	39
8401-2990-06	6PC LED PLASTIC TIER KIT	2	Low Volt Kit	1,970
8406-2904-06	LED ORB 6 OPEN GLOBE KIT	2	Low Volt Kit	13
8406-2951-04	4LED ORB NAUTICAL KIT	2	Low Volt Kit	2,006
8411-3410-06	LV 6PK SS DECK LT	2	Low Volt Kit	2,739
8418-2906-06	6PC LED CONTEMPORARY KIT	2	Low Volt Kit	2,044
				<b>9,711</b>
<b>LOW VOLTAGE LIGHTS</b>				
8300-9401-01	DECK LT KIT W/4PLATES	12	Low Volt	21
8301-2402-01	7W HALF BRICK DECK LIGHT	12	Low Volt	427
8301-9200-01	CAST METAL TIER-BLACK	4	Low Volt	133
8301-9202-01	METAL TIER LT-BLACK	6	Low Volt	1,833
8301-9300-01	CAST METAL BOLLARD-BLACK	12	Low Volt	98
8301-9301-01	MUSHROOM BOLLARD LIGHT	12	Low Volt	118
8301-9400-01	7W ROUND SURFACE LT-BLACK	12	Low Volt	180
8301-9601-01	50W CAST METAL FLOOD	8	Low Volt	119
8301-9602-01	20WATT FLOOD-METAL	12	Low Volt	457
8301-9604-01	20W FLOOD BI-PIN	12	Low Volt	772
8302-3200-01	CAST METAL TIER LT-ANTQ COPPER	4	Low Volt	3
8302-9400-01	7W ROUND SURFACE LT-ANT COPPER	12	Low Volt	37
8303-3501-01	MALIBU ROCK LIGHT	4	Low Volt	1,019
8303-9200-01	CAST METAL TIER-SAND	4	Low Volt	7
8303-9300-01	BOLLARD-SAND	12	Low Volt	1,122
8303-9606-01	35W FLOOD-SAND FINISH	4	Low Volt	29
8304-9105-01	11W PRO LIGHT-VERDE	4	Low Volt	296
8304-9200-01	CAST METAL TIER-VERDE	4	Low Volt	3
8306-3604-01	20W FLOOD(BRONZE)BI PIN	12	Low Volt	1

8308-9103-01	10W PRO STYLE LT-AGED BRASS	4	Low Volt	2,505
8308-9603-01	20W PRO STYLE FLOOD-AGED BRASS	8	Low Volt	71
8310-9110-01	COACH LT W/SEEDED GLASS	4	Low Volt	5
8319-0101-01	MODERN COACH WALK LT	4	Low Volt	697
8400-4320-01	LED 2-TONE BOLLARD	4	Low Volt	668
8400-5660-01	AURORA COLLECT PATHWAY LT	2	Low Volt	1,293
8401-2604-01	LED BLACK 20W FLOODLIGHT	4	Low Volt	17
8401-3500-01	LED BLACK WELL LT	4	Low Volt	37
8401-3501-01	LED SUBMERSIBLE FLOODLT	4	Low Volt	430
8401-4120-01	LED PLASTIC CRISS-CROSS PATHWAY	2	Low Volt	316
8401-4501-01	LV 2 BUG ZAPPER PATHWAY LTS	2	Low Volt	11,311
8401-5102-02	2 LUMINA COLLECT LV LED PATHWAY	2	Low Volt	4,328
8401-5105-01	PRESTIGIOUS COLLECT LED PATHWAY	2	Low Volt	2,291
8401-5109-01	WAVERLY COLLECTN LV PATHWAY LT	2	Low Volt	427
8401-5530-01	GEORGETOWN-TIKI LT/LNTN COMBO	2	Low Volt	1,602
8401-9203-01	LED CAST METAL TIER LT-BLK	4	Low Volt	65
8401-9303-01	LED CAST METAL BOLLARD LT-BLK	4	Low Volt	50
8401-9403-01	LED ROUND DECK LT BLK	6	Low Volt	1,920
8401-9607-01	HIGH POWER LED FLOOD	8	Low Volt	1
8403-3102-01	LED SAND MODERN PATHWAY LT	2	Low Volt	770
8403-3500-01	LED SAND WELL LT	4	Low Volt	9
8406-2104-01	PATHWAY LT-LED ORB OPEN GLOBE	4	Low Volt	12
8406-2151-01	LED NAUTICAL PATHWAY LIGHT	4	Low Volt	1
8406-2400-01	LED METAL FENCE LIGHT	2	Low Volt	4,787
8406-2403-01	LED ORB HALF BRICK DECK LT	6	Low Volt	1,518
8406-2408-01	LED ORB FULL BRICK DECK LT	4	Low Volt	41
8406-2601-01	LED ORB 35W WALL WASH	4	Low Volt	618
8406-2606-01	LED ORB MINI LOW SPOTLIGHT	4	Low Volt	161
8406-2620-01	LED ORB 20W SPOTLIGHT	4	Low Volt	169
8406-2650-01	LED ORB 50W SPOTLIGHT	4	Low Volt	469
8406-3550-01	LV LASER PROJECTOR	2	Low Volt	300
8406-9111-01	LED PRO LT-OIL BRONZE	4	Low Volt	18
8409-1607-01	LED EQUINOX SPOTLIGHT	8	Low Volt	5
8409-2101-01	LED CHARCOAL BRN MODERN PATHWAY	4	Low Volt	54

8411-5101-01	STARBURST COLLECT PATHWAY LT	2	Low Volt	1,498
8417-3501-02	2PC LED RAIN DROP PATHWAY LT	2	Low Volt	1,175
8418-2106-01	LED SQUARE PATHWAY LIGHT	4	Low Volt	1,330
8418-2606-01	LED CONTEMPORARY FLOODLIGHT	4	Low Volt	5
8419-3511-10	LV LED STRING LIGHTS	2	Low Volt	1,178
8419-4321-01	LED SQUARE MISSION BOLLARD	2	Low Volt	57
8420-5103-01	CALYPSO COLLECT LV LED PATHWAY	2	Low Volt	601
8421-2200-01	LED COPPER 3-TIER	4	Low Volt	135
8421-2401-01	LED COPPER HALF BRICK DECK LT	8	Low Volt	181
8421-2402-01	LED COPPER & C-IRON POST CAP	4	Low Volt	653
8421-2504-01	LED REAL COPPER PIVOT LIGHT	4	Low Volt	7
8421-2605-01	LED COPPER FLOODLIGHT	4	Low Volt	376
8422-3103-01	LED KRISTI PATHWAY LT	2	Low Volt	76
8422-4110-01	LED HARBOR PATHWAY LT	2	Low Volt	60
8423-3105-01	LED PEWTER PATHWAY LT	2	Low Volt	309
8450-4322-01	LED KENDLETON COLL BOLLARD	2	Low Volt	755
8608-0101-01	BARRINGTON 20W 2TIER LT	2	Low Volt	7
8608-0203-01	MANCHESTER 20W 3TIER LT	2	Low Volt	102
8608-0408-01	ROSWELL LED DECK LT	4	Low Volt	19
8608-0504-01	VOYAGER 18W PIVOT LT	4	Low Volt	3
8608-0506-01	WELLINGTON 50W FLOOD LT	2	Low Volt	152
8608-0605-01	SOLANA 50W FLOOD LT	4	Low Volt	589
				<b>52,909</b>
<b>TRANSFORMERS</b>				
8100-0200-01	MALIBU 200W TRANSFORMER	2	Low Volt	93
8100-0900-01	MALIBU 900W TRANSFORMER	1	Low Volt	3
8100-9045-01	MALIBU 45W TRANSFORMER	4	Low Volt	112
8100-9120-01	MALIBU 120W TRANSFORMER	2	Low Volt	246
8103-4600-01	600 WATT TRANSFORMER-SAND	1	Low Volt	88
8103-4900-01	900 WATT TRANSFORMER-SAND	1	Low Volt	200
8111-0600-01	600W MULTI TAP S/S TRANSFORMER	1	Low Volt	183
8111-9120-01	TDC 120 WATT IC TRANSFORMER	1	Low Volt	49
8111-9200-01	TDC 200 WATT IC TRANSFORMER	1	Low Volt	97
				<b>1,071</b>



<b>ACCESSORIES</b>				
8100-3520-01	COLORED LENS	6	Low Volt	1,730
8101-4802-01	LV CONNECTOR (CONNECTOR A)	20	Low Volt	274
8101-4810-01	TREE/WALL/DECK MOUNT ADAPTOR	6	Low Volt	10,741
8101-4820-01	METAL REPLACEMENT STAKE	6	Low Volt	5,238
8102-9010-02	10 WATT BI-PIN(2)	24	Low Volt	18
8102-9020-02	20WATT HALOGEN BI-PIN BULB	24	Low Volt	4
8102-9025-02	25W POLY STAR BULB	5	Low Volt	101
8104-9004-04	4WATT WEDGE BASE BULB	20	Low Volt	4
8104-9018-04	18W WEDGE BULB	20	Low Volt	10
8111-9010-01	10 WATT MR11 HALOGEN BULB	10	Low Volt	20
8116-9020-01	20WATT MR16 BULB	10	Low Volt	30
8116-9035-01	35WATT MR16 BULB	10	Low Volt	3
8116-9050-01	50WATT MR16 HALOGEN BULB	10	Low Volt	13
8150-0800-06	6 WALK/FLOOD REPL STAKES	6	Low Volt	1,322
8150-0810-05	5 WALK/FLOOD REPL STAKES	6	Low Volt	72
8150-9801-01	MALIBU CABLE CONNECTOR	6	Low Volt	4,684
8150-9802-02	WIRE CONNECTORS 2PACK	30	Low Volt	47
8150-9805-01	REMOTE PHOTO CONTROL	6	Low Volt	9
8175-9100-14	14 GA 100' LV CABLE	1	Low Volt	6
8421-2420-01	LED COPPER SURFACE MOUNT	6	Low Volt	1,458
				<b>25,784</b>
<b>DISPLAY LIGHTS</b>				
8000-0100-01	TRANSFORMER DISPLAY KIT	1	Displays White Boxes	2
8000-0604-01	DISPLAY SOLAR SPOTLIGHT	1	Displays White Boxes	257
8000-1901-06	MODERN LT SOLAR	-	Displays White Boxes	247
8000-2110-06	DSPLY-1 SWIRL LT	-	Displays White Boxes	8
8000-2150-06	DSPLY-1 SPOT & 1PATHWAY LT	-	Displays White Boxes	3
8000-2401-01	DSPLY-ORB PATHWAY LT BAR SOLAR	-	Displays White Boxes	1,291
8000-2635-01	LED ORB 35W FLOODLIGHT	-	Displays White Boxes	877
8000-2650-01	LED ORB 50W FLOODLIGHT	-	Displays White Boxes	2
8000-3101-04	DSPLY-SOLAR SSPATH 8550310104	4	Displays White Boxes	215
8000-3501-02	DSPLY-RAIN DROP P 8417350102	4	Displays White Boxes	94
8000-4321-01	DSPLY-LED SQUARE MISSION BOLLA	-	Displays White Boxes	185

8000-5120-02	DSPLY-LUMINA COLL 2PK SOLAR PA	-	Displays White Boxes	99
				3,280
Total				114,360

**THE BRINKMANN CORPORATION  
Q BEAM & MISCELLANEOUS HANDHELD LIGHTING  
INVENTORY TO BE SOLD TO SEARS HOLDINGS**

Item	Description	Case		Quantity
		Pack	Class Description	
800-1041-0	BLACK MAX MINI W/BATTERY 6PAK	6	Handheld Lighting	4
800-1300-0	SPOT/FLOOD BLK 15'ST CORD	6	Handheld Lighting	5
800-1302-0	SPOT/FLOOD YLW 15'ST CORD	6	Handheld Lighting	1
800-1303-0	SPOT/FLOOD YLW 8' COIL CORD	6	Handheld Lighting	127
800-1501-1	MAG BASE SPOTLIGHT	8	Handheld Lighting	1,445
800-1512-0	FISH ATTRACTOR 8'ST CD CLIP	6	Handheld Lighting	32
800-1600-0	BLUE MAX WHT 15' ST CORD 6PK	6	Handheld Lighting	30
800-1601-0	BLUE MAX WHT 8'COIL CORD 6PK	6	Handheld Lighting	7
800-1620-0	BLUE MX MARINE 2ML RECHG 2PK	2	Handheld Lighting	982
800-1630-0	BLUE MX MARINE 3M 12V SPOT 2PK	2	Handheld Lighting	1,533
800-1900-0	BIG MAX 15'ST CORD 6PK	6	Handheld Lighting	19
800-1901-0	BIG MAX 8'COIL CORD 6PK	6	Handheld Lighting	2
800-2301-0	MXML III 12V SPOTLT 2PK	2	Handheld Lighting	2
800-2301-1	MXML III 12V SPOTLT	2	Handheld Lighting	3,536
800-2301-3	MXML III 12V SPT/FLOOD 2PK	2	Handheld Lighting	2
800-2301-8	MXML III 12V FR/ENG 2PK	2	Handheld Lighting	12
800-2301-W	MXML III 12V SPT/FLOOD 1PK	1	Handheld Lighting	5,567
800-2380-V	HAND HELD LTG COMBO KIT	1	Handheld Lighting	43
800-2380-W	MXML III RCHG SPOTLT 1PK	1	Handheld Lighting	5,502
800-2605-0	MAX MIL RECHG 4PK	4	Handheld Lighting	11
800-2605-M	MAX MIL RECHARG MOSSY OAK	4	Handheld Lighting	14
800-2655-4	MAX MIL II	2	Handheld Lighting	3,592
800-2700-0	Q BEAM BLK 700K CP 12V CAR PLG	4	Handheld Lighting	881
800-2701-1	12 LED SPOTLIGHT RCHG	4	Handheld Lighting	3
800-2702-1	LED WORK RECHG SPOTLIGHT	2	Handheld Lighting	1
800-2702-2	LED WORK RECHG SPOTLIGHT	2	Handheld Lighting	3
800-2704-1	5WATT LED SPOTLIGHT	2	Handheld Lighting	3,475
800-2705-0	1MIL CP 12V SPOTLT W/CORD	2	Handheld Lighting	6

800-5000-0	QBLE LED RCHG/NIGHT VIS/LITHI BTY	2	Handheld Lighting	2
800-5001-W	WQ-BEAM LED RCHG SPTLT NIGHT-V	9,498	2 Handheld Lighting	
800-5002-0	QB LED RCHG W/NIGHT/LITH/TRIL	657	2 Handheld Lighting	
800-5003-0	QB LED RCH/EMRGNCY/YLW/LITH/TR	210	2 Handheld Lighting	
800-5012-0	QB MARINE RCHG/NIGHT/LITH/TRIL	132	2 Handheld Lighting	
800-7110-2	QBEAM 5W RCHG SPOTLIGHT	137	4 Handheld Lighting	
800-8402-W	QBEAM 5WLED RCHG SPOTLT W/STND	1,104	2 Handheld Lighting	
802-0012-0	MX/MIL RECHG 110V AC CHGR 7.5V	45	1 Handheld Lighting	
802-0013-0	M/M RECHG 12 VOLT CHARGER CORD	11	1 Handheld Lighting	
802-0019-0	MXML II RECHG 12VDC CORD	143	1 Handheld Lighting	
802-1601-1	FILTER LENS-RED 3PK	202	3 Handheld Lighting	
802-1601-2	FILTER LENS-BLUE 3PK	2	3 Handheld Lighting	
802-1601-3	FILTER LENS-GREEN 3PK	80	3 Handheld Lighting	
802-1601-4	FILTER LENS-AMBER 3PK	2	3 Handheld Lighting	
802-1620-0	12V BATTERY BLUE MX MARINE	16	4 Handheld Lighting	
802-1702-0	CARRYING CASE HAND LIGHTS	32	6 Handheld Lighting	
802-1703-1	FILTER AMBER	12	6 Handheld Lighting	
802-1703-2	FILTER RED	73	6 Handheld Lighting	
802-1703-3	FILTER BLUE	3	6 Handheld Lighting	
802-1703-4	FILTER PACK RED,AMBER,BLUE	2	6 Handheld Lighting	
802-1703-5	RED FILTER MXMLII&III&RECHII	2	6 Handheld Lighting	
802-1704-0	2 FT SOCKET TO BATTERY CLIPS	13	6 Handheld Lighting	
802-1705-0	10 FT SOCKET TO BATTERY CLIPS	997	6 Handheld Lighting	
802-1706-0	15 FT SOCKET TO #20 PLUG	70	6 Handheld Lighting	
802-1708-0	BRACKET HOLDER	2	6 Handheld Lighting	
802-1717-0	BIG MAX 400 REPLACEMENT BULB	54	6 Handheld Lighting	
802-1740-0	REPL BULB MAX MILLION	77	6 Handheld Lighting	
802-1741-0	REPL BULB MAX ML RECHG	62	6 Handheld Lighting	
802-1743-0	REPL BULB MAX MILL TRI-LINGL	4	6 Handheld Lighting	
802-1744-0	REPL BULB MINI QBEAM 6PK BLSTR	21	6 Handheld Lighting	
802-1746-0	MXML II BULB 12V100W	126	6 Handheld Lighting	
802-1747-0	MXML II BULB RECHG 12V75W	245	6 Handheld Lighting	
802-1748-0	BULB 12V 100W MXML III	1,281	6 Handheld Lighting	
802-2500-0	MAX MILLION W/CASE POP NOWKG	5	- Handheld Lighting	

802-2605-0	QB RECHG 6V BATTERY	4	Handheld Lighting	270
802-2605-5	REPL LENS MXML RECHG	1	Handheld Lighting	4
802-2655-0	MXML II RECHG 12V BATTERY	4	Handheld Lighting	768
802-5000-1	12V DC CHARGER-QB NIGHT VISION	12	Handheld Lighting	258
809-2613-1	3PK- 5LED HEADLIGHT	6	Handheld Lighting	2,860
809-2621-1	6 LED HEADLIGHT 3AAA	6	Handheld Lighting	1,309
809-2631-1	7 LED HEADLIGHT	6	Handheld Lighting	3,133
809-2712-1	2PK MULTI COLOR LED FLSHLT	10	Handheld Lighting	3,025
809-2717-1	UV LED FLASHLIGHT	6	Handheld Lighting	731
809-2723-1	12LED 3PK FLASHLIGHT	10	Handheld Lighting	9,839
809-2731-1	14 LED FLASHLIGHT 3AAA	10	Handheld Lighting	467
809-2731-6	14LED FLASHLIGHT	6	Handheld Lighting	18
809-2741-1	COMPACT TACTICAL FLSHLT	10	Handheld Lighting	3,211
809-2762-1	2PK- 12LED FLASHLIGHT	10	Handheld Lighting	8,525
809-2791-1	QBEAM 3C FLSHLT 10W LED ALUM	4	Handheld Lighting	982
809-3711-1	QBEAM PRO SERIES 2AA FLSHLT	6	Handheld Lighting	208
809-3721-1	QBEAM PRO SERIES 3C FLSHLT	6	Handheld Lighting	3,174
809-3721-3	QBEAM PRO SERIES 3C FLASHLIGHT	3	Handheld Lighting	390
809-3731-1	QBEAM PRO SERIES 3D FLSHLT	6	Handheld Lighting	2,637
809-8524-0	2D ALUMINUM FLASHLIGHT	3	Handheld Lighting	342
827-1205-0	QBEAM 5W LED 4D SPOTLIGHT	4	Handheld Lighting	1,000
868-0004-0	12V POWER CORD LIGHTER 6' 12PK	12	Handheld Lighting	30
<b>Total Q Beam Lighting</b>				<b>85,340</b>

800-1040-5	PRO MAX MINI FLASHLIGHT 12PK	12	Handheld Lighting	270
800-1050-1	PRO-GRIP 2AA BLACK 6PAK	6	Handheld Lighting	2
800-1060-3	PRO-GRIP 5-3-2 YELLOW 4PAK	4	Handheld Lighting	2
800-1075-1	PRO-GRIP 5D BLACK 4PAK	4	Handheld Lighting	2
800-1085-0	PRO-MAX 5 BLACK 6PK	6	Handheld Lighting	2
800-1515-0	STARFIRE II 6PK 10'ST CD CLIP	6	Handheld Lighting	2,861
800-2050-2	PRO-GRIP 1AAA RED 12PAK	12	Handheld Lighting	1
800-2050-3	PRO-GRIP 1AAA YELLOW 12PAK	12	Handheld Lighting	1
800-2250-2	BLUE POINT DUAL LED SPTLT	4	Handheld Lighting	4

800-2280-0	TUFFMAX MULTI SPOTLT LED 4PK	4	Handheld Lighting	1
800-2701-D	12 LED SPOTLIGHT	4	Handheld Lighting	10
800-2750-D	DEFIANT 4AA SPOTLIGHT 16WS	16	Handheld Lighting	44
800-3080-0	KRYPTON SPOTLT W/6AA BATT BLK	1	Handheld Lighting	2
800-6000-0	RCHG LED SPOT/LANTERN	6	Handheld Lighting	5
800-6000-1	RCHG LED SPOT/LANTERN	6	Handheld Lighting	1,434
802-0017-0	AC CHGR MGNM MAX RECHARG	1	Handheld Lighting	1
802-0018-0	MXML II AC CHARGER 15V OUTPUT	1	Handheld Lighting	1,752
802-0395-0	HOMEGUARD RECHARGEABLE POP DSP	-	Handheld Lighting	36
802-1055-0	LITHIUM ALX-2 REPL BULB 6PK	6	Handheld Lighting	41
802-1081-0	MXFIRE XENON BULB 6PK	6	Handheld Lighting	39
802-1700-0	S/F LAMP 200,000/100,000 CP	6	Handheld Lighting	24
802-1701-0	S.S.LAMP 200,000 CP	6	Handheld Lighting	11
802-2200-0	DUAL XENON 2BULB 6V 6PK	6	Handheld Lighting	36
802-2655-3	12V 2.2AH BATTERY VERTICAL	1	Handheld Lighting	2
804-1040-0	BLK MAX AA GIFT W/BATTERY 6PK	6	Handheld Lighting	4
809-0520-0	3D LED PEWTER FLSHLT 6PK	6	Handheld Lighting	4
809-1021-0	2D4LED DUAL FOCUS FLSHLT	4	Handheld Lighting	107
809-1028-0	2 CELL D ALUM WHT LED 3 PAK	3	Handheld Lighting	4
809-1030-C	LED HEADLITE CAMO 4PK	4	Handheld Lighting	1
809-1033-0	3LED HEADLITE 4PK	4	Handheld Lighting	30
809-1034-T	2LED HEADLIGHT ENG/SPA TRAYPK	6	Handheld Lighting	228
809-1037-0	LED HEADLIGHT 1 WATT 4PK	4	Handheld Lighting	3
809-1048-0	2CELL AA ALUM LED 6PK	6	Handheld Lighting	2
809-1050-0	LED 2C AA FLASHLIGHT 4PK	4	Handheld Lighting	50
809-1056-0	LED II W/BATTERY 4PK	4	Handheld Lighting	253
809-1068-1	3AAA 9LED ALUM W/BATT& HOLSTER	6	Handheld Lighting	93
809-1078-1	1WATT LED ALUM FLSHLT	6	Handheld Lighting	26
809-1079-3	1W3AAA GRAY/BLK FLSHLT	4	Handheld Lighting	12
809-1081-2	BLUE PNT RCHG LED TACT KIT	4	Handheld Lighting	4
809-1085-1	3W CREE LED 3AAA BLK FLSHLT	6	Handheld Lighting	485
809-1095-0	ARMOR MAX FLASHLIGHT 1AA	6	Handheld Lighting	20
809-1101-0	SINGLE PK HEADLIGHT	6	Handheld Lighting	1
809-1205-S	9LED SPOTLIGHT BRINKMANN	5	Handheld Lighting	58

809-2002-0	NEXSTAR 1AAA FLSHLT/NO BATTERY	6	Handheld Lighting	216
809-2030-0	BLK MAX 1W LED 2AA MINI /COMBO	6	Handheld Lighting	1
809-2082-2	BLUE POINT 3W2D FLSHLT MAILER	3	Handheld Lighting	24
809-2613-D	3PK-5 LED HEADLIGHT	6	Handheld Lighting	2
809-2712-D	2PK MULTI COLOR LED FLSHLT	10	Handheld Lighting	4
809-2717-D	UV LED FLASHLIGHT	6	Handheld Lighting	13
809-2724-D	DEFIANT 3PK 9LED FLSHLT	10	Handheld Lighting	469
809-2731-D	14 LED FLASHLIGHT	10	Handheld Lighting	1
809-2741-F	DEFIANT COMPACT TAC LED FLSHLT	10	Handheld Lighting	1,000
809-2762-D	2PK-12 LED FLASHLIGHT	10	Handheld Lighting	10
809-2811-D	MULTI COLOR LITE STICK	16	Handheld Lighting	653
809-2821-D	PEN LIGHT	10	Handheld Lighting	86
809-3602-D	DEFIANT 7LED HEADLIGHT	36	Handheld Lighting	9
809-3712-D	DEFIANT ARMOR MAX HEADLIGHT	6	Handheld Lighting	2
809-3713-D	DEFIANT 3AAA ARMORMAX FLASHLT	6	Handheld Lighting	7
809-3721-D	DEFIANT PRO SERIES 3C FLSHLT	6	Handheld Lighting	2
809-3731-D	DEFIANT PRO SERIES 3D FLSHLT	6	Handheld Lighting	1
809-3742-1	2PK LED FLASHLIGHTS	6	Handheld Lighting	519
809-3742-D	DEFIANT 2PK 9LED FLSHLT	36	Handheld Lighting	9
809-4000-0	SOLAR LED RECHG FLSHLT 4PK	4	Handheld Lighting	2
809-5010-0	TUFFMAX SWIVEL LT LED 4PK	4	Handheld Lighting	474
809-5100-1	3W3AAA SCROLL CONTROL FLSHLT	6	Handheld Lighting	21
809-8302-H	3WLED X-TAC FLSHLT	6	Handheld Lighting	6
809-8303-H	3W LED HEADLT ROTAT LENS	6	Handheld Lighting	94
809-8521-0	LITHIUM LED TACTICAL FLSHLT	6	Handheld Lighting	524
809-8522-0	2C LED TACTICAL FLSHLT	6	Handheld Lighting	2,183
809-8523-0	3C LED TACTICAL FLSHLT	6	Handheld Lighting	2,797
809-8526-0	6D ALUMINUM FLASHLIGHT	3	Handheld Lighting	29
820-1025-0	MXFIRE XENON CR123 N/MAILER	6	Handheld Lighting	2
820-1083-1	MAXFIRE 3D BLK BILINGUAL	4	Handheld Lighting	2
820-3000-0	KRYPTON FLSHLT W/2D BATT	3	Handheld Lighting	1,889
827-0508-0	LANTERN 550-YS IND MAXSTAR 6PK	6	Handheld Lighting	1
827-0510-0	MAXSTAR LANTERN 3D MAXFIRE 6PK	6	Handheld Lighting	4
827-0680-1	8AA KRYPTON LANTERN/BAT BLU-BL	1	Handheld Lighting	6

860-0039-0	LEG. 3C AA BLK W/RED SLV 12PK	12	Handheld Lighting	2
860-0040-0	LEGEND 3 CELL AA BLUE 12PK	6	Handheld Lighting	6
860-0136-0	LEGRED 2C3A RED/BLK SLV CLAM	54	Handheld Lighting	54
860-0185-0	LEGEND 3C AA TREBARK	2	Handheld Lighting	2
860-0189-0	LEG. 1C3A BORE COMBO 12PK	2	Handheld Lighting	2
860-0350-0	LEG 2AAA W/BATT BLK(MAILER)	22	Handheld Lighting	22
860-0420-0	LEG 2AA W/BATT PWTR W/LKSW 6PK	11	Handheld Lighting	11
860-0424-0	LEG 2AA PEW W/LK SW COMBO 6PK	44	Handheld Lighting	44
860-0430-0	LEG 2AA W/BATT 6PK	4	Handheld Lighting	4
863-0022-0	LEGEND 2 CELL 'D' BLACK 6PK	2	Handheld Lighting	2
863-0100-0	LEGEND 2 CELL D BLK HI-LO SW	4	Handheld Lighting	4
863-0500-0	3D LEGEND BLACK 3PK	153	Handheld Lighting	153
863-0500-C	PREM 3PC ALUMINUM FLASHLT SET	14	Handheld Lighting	14
863-0600-0	4D LEGEND BLACK 3PK	22	Handheld Lighting	22
863-0630-0	4D LEGEND RED 3PK	26	Handheld Lighting	26
868-0001-0	CLAMP RECHARGER ACCESSORY 6PK	4	Handheld Lighting	4
868-0005-0	TRANSFORMER 110V 6' ACC.	58	Handheld Lighting	58
868-0006-0	TRANSFORMER 220V 6' ACC. 12PK	2	Handheld Lighting	2
869-0001-0	LEGEND AA POCKET CLIP 12PK	5	Handheld Lighting	5
869-0018-0	LEGEND FIBER 18" AAA 12PK	2	Handheld Lighting	2
869-0030-0	LEGEND CRIME SCENE TEMPLATE	3,583	Handheld Lighting	3,583
869-0051-0	SPARE BULB LEG. 1C3A 12PAK	10	Handheld Lighting	10
869-0052-0	SPARE BULB BI-PIN AA/AAA 6PK	1,176	Handheld Lighting	1,176
869-0053-0	SPARE BULB LEG. 3C AA 12PAK	29	Handheld Lighting	29
869-0060-0	LEGEND AA FILTER CAP 12PK	2	Handheld Lighting	2
869-0082-0	SWITCH/BOOT D ACCY PAK	69	Handheld Lighting	69
869-0109-4	SPARE BULB 4C D/MAXSTAR 12PK	27	Handheld Lighting	27
869-0109-5	SPARE BULB 5C D 12PAK	5	Handheld Lighting	5
<b>Total Miscellaneous Handheld Lighting</b>		<b>24,370</b>		
<b>Grand Total Q Beam &amp; Miscellaneous Handheld Lighting</b>		<b>109,710</b>		