

Bankruptcy Court for the District of Delaware (the “Local Rules”), seek to employ GCG as the Debtor’s claims, noticing, solicitation, balloting, and tabulation agent (the “Agent”) in connection with the Chapter 11 Case (as defined herein) pursuant to the terms and conditions of the Bankruptcy Administration Agreement, dated April 17, 2009, a copy of which is attached hereto as Exhibit B (the “Services Agreement”).

BACKGROUND

3. On the date of this Motion (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The factual background regarding the Debtor, including its business operations, its capital and debt structure, and the events leading to the filing of this bankruptcy case, is set forth in detail in the Declaration of Maurice Prendergast in Support of Chapter 11 Petition and Various First Day Applications, filed concurrently herewith and fully incorporated herein by reference.²

4. The Debtor continues to operate its business and manages its properties as a debtor in possession under Bankruptcy Code sections 1107(a) and 1108.

BASIS FOR RELIEF REQUESTED

5. Section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of the Court, authorizes the Court to use facilities other than those of the office of the clerk of the bankruptcy court (the “Clerk’s Office”) for the administration of bankruptcy cases. It provides as follows:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States.

28 U.S.C. section 156(c).

6. Moreover, Local Rule 2002-1(f) requires in all cases with over 200 creditors, that the debtor file a motion to retain a noticing agent within 10 days after the commencement of the debtor's case.

7. The Debtors estimate that there are approximately 300 creditors in the Chapter 11 Case, as demonstrated by the Debtor's list of creditors filed concurrently with this Application and the other first day pleadings. The Debtor expects many of the creditors to file proofs of claims. It is likely that the noticing, receiving, docketing, and maintaining of proofs of claims in this volume would be unduly time-consuming and burdensome for the Office of the Clerk of Court.

8. The Debtor believes that the retention of GCG as the Court's outside agent is in the best interests of their estates and parties in interest. As set forth more fully in the Declaration of Jeffrey S. Stein (the "Stein Declaration"), attached hereto as Exhibit C, GCG is a nationally recognized specialist in chapter 11 administration and has vast experience in noticing and claims administration in chapter 11 cases of similar size and complexity including:³ In re Building Materials Holding Corp., et al., case no. 09-12074 (KJC), In re R.H. Donnelley Corporation, et al., case no. 09-11833 (KG), In re Hayes Lemmerz International, Inc., et al., case no. 09-11655 (MFW), In re Jancor Companies Inc., et al., case no. 08-12556 (MFW), In re

³ The Debtor has not annexed copies of the unreported orders cited herein because of their size. Copies of these orders, however, are available upon request of the Debtor's counsel, including at the hearing to consider the Application.

Comfort Co., Inc., case no. 08-12305 (MFW), In re DG Liquidation Corp., case no. 08-10601 (CSS), In re Supplements LT Inc., case no. 08-10446 (KJC), In re ProRhythm, Inc., case no. 07-11861 (KJC), In re S-Tran Holdings, Inc., case no. 05-11391 (RB), In re Flintkote Company, case no. 04-11300 (JKF), In re Factory 2-U Stores, Inc., case no. 04-10111 (PJW), In re Magnatrax Corporation, case no. 03-11402 (PJW), In re HQ Global Holdings, Inc., case no. 02-10760 (MFW), In re Federal-Mogul Global, Inc., case no. 01-10578 (AMW), and In re ACandS, Inc., case no. 02-12687 (RJN), which were filed in the District of Delaware. GCG has developed efficient and economical methods to properly handle claims administration and voluminous mailings associated with noticing of creditors and parties in interest.

9. The appointment of GCG as the Court's outside agent will relieve the Court and the Clerk's Office of heavy administrative and other burdens. In addition, the retention of GCG as the claims and noticing agent will promote the effective administration of the Debtor's estate.

A. Scope of Services

10. Subject to the Court's approval, GCG has agreed to provide, upon request of the Debtor, the following services, among others, in the Chapter 11 Case:

- a. notifying all potential creditors of the filing of the bankruptcy petition and of the setting of the first meeting of creditors pursuant to section 341(a) of the Bankruptcy Code, under the proper provisions of the Bankruptcy Code and the Bankruptcy Rules;
- b. assisting with and maintaining an official copy of the Debtor's schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing the Debtor's known creditors and the amounts owed thereto;
- c. designing, maintaining, and operating in conjunction with the Debtor a website as a centralized location where the Debtor will provide information about the Debtor's case, including, at the Debtor's discretion, certain orders, decisions, claims, or other

documents filed in the Chapter 11 Case, which allows parties to obtain copies of relevant documents in the Chapter 11 Case;

- d. furnishing a form for the filing of proofs of claim, after approval of such notice and form by this Court, which proofs of claim shall include the amount and classification of each potential creditor's claim as set forth in the Schedules;
- e. filing with the Clerk, on a timely basis, all notices and other documents, as required by the Local Rules;
- f. docketing all claims received, maintaining the official claims register (the "Claims Register") for the Debtor on behalf of the Clerk, and providing the Clerk with certified duplicate unofficial Claims Register on a monthly basis, unless otherwise directed;
- g. specifying in the Claims Register the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, and (iv) the classification of the claim (e.g., secured, unsecured, priority, etc.);
- h. relocating, by messenger, all of the actual proofs of claim filed with the Court, if necessary to GCG, not less than weekly;
- i. recording all transfers of claims and providing any notices of such transfers required by Bankruptcy Rule 3001;
- j. making changes in the Claims Register pursuant to Court Order;
- k. upon completion of the docketing process for all claims received to date by the Clerk's office, turning over to the Clerk copies of the Claims Register for the Clerk's review;
- l. maintaining the official mailing list for the Debtor of all entities that have filed a proof of claim, which list shall be available upon request by a party in interest or the Clerk; and
- m. assisting with, among other things, the solicitation, balloting, and tabulation of votes and the distribution as required in furtherance of confirmation of plan(s) of reorganization.

B. Compensation

11. The Debtor requests authority to compensate and reimburse GCG in accordance with the terms of the pricing schedule appended to the Services Agreement for all

services rendered and expenses incurred in connection with the Chapter 11 Cases. The Services Agreement also provides for a \$15,000 retainer. The Debtor believes that such compensation is reasonable and appropriate for services of this nature and comparable to those other providers charge for similar services. In an effort to reduce the administrative expenses related to GCG's retention, the Debtor seeks authorization to pay GCG's fees and expenses in accordance with the Services Agreement without the necessity of GCG filing formal fee applications.

12. GCG will continue to perform the services contemplated by the Services Agreement in the event the Chapter 11 Case is converted to a chapter 7 case. In the event that GCG's services are terminated, GCG shall perform its duties until the occurrence of a complete transition with the Clerk's Office or any successor claims, noticing, solicitation, balloting, and tabulation agent.

C. GCG's Disinterestedness

13. The Debtor has been advised that, except as set forth more fully in the Stein Declaration, based on the results of the search performed to date, (a) GCG has no connection with the Debtor, its creditors, or other parties in interest in this case, and (b) GCG does not hold or represent an interest adverse to the Debtor's estates.

14. To the best of the Debtor's knowledge, GCG is a "disinterested person" as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code. GCG has represented to the Debtor that it will not represent any entities or individuals other than the Debtor in the Chapter 11 Case or in connection with any matters that would be adverse to the interests of the Debtor.

15. As set forth in the Stein Declaration, the Debtor currently does not owe anything to GCG.

16. GCG has advised the Debtor that GCG will conduct an ongoing review of its files to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new facts or circumstances are discovered, GCG will supplement its disclosure to the Court.

17. GCG has also advised the Debtor that, other than with its own partners and employees, GCG will not share with any person or firm the compensation to be paid for professional services rendered in connection with these cases.

18. Because the claims-related services are necessary in these cases and required pursuant to the Local Rules, the Debtor submits that the employment of GCG for the services set forth above is appropriate and in the best interests of the Debtor's estates. Therefore, the Debtor requests authority to employ and retain GCG on the terms and conditions set forth herein.

NOTICE

19. No trustee, examiner, or creditors' committee has been appointed in these chapter 11 cases. The Debtor has provided notice of filing of the Motion either by electronic mail or facsimile and/or by overnight mail to: (i) the United States Trustee for the District of Delaware; and (ii) the parties included on the Debtor's list of twenty (20) largest unsecured creditors. As this Motion is seeking first-day relief, notice of this Motion and any order entered hereon will be served on all parties required by Local Rule 9013-1(m). Due to the nature of the relief requested, the Debtor respectfully submits that no further notice of this Motion is required.

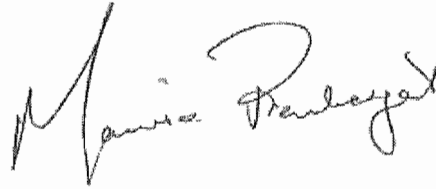
NO PRIOR REQUEST

20. No prior request for the relief sought in this Motion has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: June 29, 2009

PUMPKIN PATCH LLC

A handwritten signature in black ink, appearing to read "Maurice Prendergast". The signature is written in a cursive style with a large, prominent initial "M".

By:

Maurice Prendergast
Chief Executive Officer and President

EXHIBIT A
Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
PUMPKIN PATCH LLC, ¹)	Case No. 09-12200 (BLS)
)	
Debtor.)	Re: D.I. _____
)	

**ORDER AUTHORIZING THE DEBTORS TO (A) EMPLOY AND RETAIN
THE GARDEN CITY GROUP, INC. AS CLAIMS, NOTICING, SOLICITATION,
BALLOTING, AND TABULATION AGENT FOR THE DEBTORS; AND (B) APPOINT
THE GARDEN CITY GROUP, INC. AS AGENT OF THE BANKRUPTCY COURT**

Upon consideration of the application (the “Application”) of Pumpkin Patch LLC (the “Debtor”) for entry of an order (a) authorizing the Debtors to employ and retain The Garden City Group (“GCG”) as claims, noticing, solicitation, balloting, and tabulation agent for the Debtor; and (b) appointing GCG as agent of the Bankruptcy Court, all as set forth in the Motion; and upon the Stein Declaration² in support thereof; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. sections 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtor’s estates, their creditors, and other parties in interest; and notice of the Motion and the opportunity for a hearing on the Motion was appropriate under the particular circumstances; and the Court having reviewed the Motion and having considered the statements in support of the relief requested therein at a hearing before the Court (the “Hearing”); and the Court having

¹ The last four digits of Pumpkin Patch LLC’s federal tax identification number are 4007. The mailing address for Pumpkin Patch LLC is 951 Mariners Island Boulevard, Suite 650, San Mateo, CA 94404.

² Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Application.

determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED:

1. The Application is granted as set forth below.
2. The Debtor is authorized to retain and employ GCG, effective as of the commencement of the Chapter 11 Case, to perform the noticing and other services described in the Application and to receive, maintain, record, and otherwise administer the proofs of claim filed in the Chapter 11 Case.
3. GCG is appointed as agent for the Clerk's Office and custodian of court record and, as such, is designated as the authorized repository for all proofs of claim filed in the Chapter 11 Case and is authorized and directed to maintain an official claims register for each of the Debtor and to provide the Clerk's Office with a certified duplicate thereof on a monthly basis unless otherwise directed by the Clerk's Office.
4. GCG is authorized and directed to perform all related tasks to process the proofs of claim and maintain claims registers, including, without limitation:
 - a. notifying all potential creditors of the filing of the bankruptcy petition and of the setting of the first meeting of creditors pursuant to section 341(a) of the Bankruptcy Code, under the proper provisions of the Bankruptcy Code and the Bankruptcy Rules;
 - b. assisting with and maintaining an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing the Debtor's known creditors and the amounts owed thereto;
 - c. designing, maintaining, and operating in conjunction with the Debtor a website as a centralized location where the Debtor will provide information about the Debtor's case, including, at the Debtor's discretion, certain orders, decisions, claims, or other

documents filed in the Chapter 11 Case, which allows parties to obtain copies of relevant documents in the Chapter 11 Case;

- d. furnishing a form for the filing of proofs of claim, after approval of such notice and form by this Court, which proofs of claim shall include the amount and classification of each potential creditor's claim as set forth in the Schedules;
- e. filing with the Clerk, on a timely basis, all notices and other documents, as required by the Local Rules;
- f. docketing all claims received, maintaining the official claims register (the "Claims Register") for the Debtor on behalf of the Clerk, and providing the Clerk with certified duplicate unofficial Claims Register on a monthly basis, unless otherwise directed;
- g. specifying in the Claims Register the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, and (iv) the classification of the claim (e.g., secured, unsecured, priority, etc.);
- h. relocating, by messenger, all of the actual proofs of claim filed with the Court, if necessary to GCG, not less than weekly;
- i. recording all transfers of claims and providing any notices of such transfers required by Bankruptcy Rule 3001;
- j. making changes in the Claims Register pursuant to Court Order;
- k. upon completion of the docketing process for all claims received to date by the Clerk's office, turning over to the Clerk copies of the Claims Register for the Clerk's review;
- l. maintaining the official mailing list for the Debtor of all entities that have filed a proof of claim, which list shall be available upon request by a party in interest or the Clerk; and
- m. assisting with, among other things, the solicitation, balloting, and tabulation of votes and the distribution as required in furtherance of confirmation of plan(s) of reorganization.

5. The indemnification provisions of the Agreement are approved, subject to the following clarifications:

- (a) Subject to the provisions of subparagraphs (c) and (d) below, the Debtor is authorized to indemnify, and shall indemnify, GCG, in accordance with

the Agreement and to the extent permitted by applicable law, for any claim arising from, related to, or in connection with GCG's performance of the services described in the Agreement;

- (b) GCG shall not be entitled to indemnification, contribution, or reimbursement for services other than the claims agent services provided under the Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;
- (c) Notwithstanding anything to the contrary in the Agreement, the Debtor shall have no obligation to indemnify any person, or provide contribution or reimbursement to any person, for any claim or expense to the extent that it is either (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from that person's gross negligence or willful misconduct; (ii) for a contractual dispute in which the Debtor alleges the breach of GCG's contractual obligations unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to In re United Artists Theatre Co., 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Agreement as modified by this Order; and
- (d) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing the Chapter 11 Cases, GCG believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtor's indemnification, contribution, or reimbursement obligations under the Agreement, including without limitation the advancement of defense costs, GCG must file an application before this Court, and the Debtor may not pay any such amounts to GCG before the entry of an order by this Court approving the payment. This subparagraph (d) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for payment by GCG for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify GCG.

6. GCG is authorized to take such other action as is reasonably necessary to comply with all duties set forth in the Application and this Order.

7. The Debtor is authorized to compensate GCG on a monthly basis, in accordance with the Services Agreement, dated June 26, 2009 and annexed to Application as Exhibit A upon

the receipt of reasonably detailed invoices setting forth the services provided by GCG in the prior month and the rates charges for each, and to reimburse GCG for all reasonable and necessary expenses it may incur upon the presentation of appropriate documentation and without the necessity for GCG to file an application for compensation or reimbursement with the Court.

8. If these cases convert to cases under chapter 7, GCG will continue to be paid for its services until the claims filed in the Chapter 11 Case have been completely processed; if claims agent's representation is necessary in the converted chapter 7 case, GCG will continue to be paid in accordance with 28 U.S.C. section 156(c) under the terms set forth herein.

9. In the event GCG is unable to provide the services set out in this Order, GCG will immediately notify the Clerk's Office and the Debtors' attorneys and cause all original proofs of claim and computer information to be turned over to another claims agent with the advice and consent of the Clerk's Office and the Debtor's attorneys.

10. In the event GCG's services are terminated, GCG shall perform its duties until the occurrence of a complete transition with the Clerk's Office or any successor claims/noticing agent.

11. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

12. Notice of the Application as provided therein shall be deemed good and sufficient notice of such motion and the requirements of Bankruptcy Rule 6004(a).

13. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

14. This Court shall retain jurisdiction with respect to all matters arising from or relating to the interpretation or implementation of this Order.

Dated: Wilmington, Delaware

_____, 2009

The Honorable Brendan Linchan Shannon
United States Bankruptcy Judge

EXHIBIT B

Services Agreement



The Garden City Group, Inc.

BANKRUPTCY ADMINISTRATION AGREEMENT

This Bankruptcy Administration Agreement, dated as of June 26, 2009 (the "Agreement"), is between The Garden City Group, Inc., a Delaware corporation (the "Company"), and Pumpkin Patch Retail LLC (the "Client").

The Client desires to retain the Company to perform certain noticing, claims processing and balloting administration services for the Client in the Chapter 11 case it anticipates filing in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), and the Company desires to be so retained, in accordance with the terms and conditions of this Agreement. The Client shall file an application with the Bankruptcy Court seeking approval of the Agreement (the "Application"). If an order is entered approving such Application (the "Order"), any discrepancies between the Agreement, the Application and the Order shall be controlled by the Application and Order.

In consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Services. The Company agrees to provide the services necessary to perform the tasks specified in the pricing schedule that has been supplied to the Client. Such services are hereinafter referred to as "Services." The Client agrees and understands that none of the Services constitute legal advice.

2. Payment for Services: Expenses.

2.1 Compensation. As full compensation for the Services to be provided by the Company, the Client agrees to pay the Company its fees as outlined in the pricing schedule that has been supplied to the Client (subject to Bankruptcy Court approval in the event of an unresolved dispute). Billing rates may be adjusted from time to time by the Company in its reasonable discretion, although billing rates generally are changed on an annual basis. The Client agrees to pay the Company a retainer of \$15,000, to be applied first against the pre-petition fees and expenses incurred by the Client in connection with Services rendered by the Company and then against the first bill that will be rendered by the Company to the Client for the post-petition fees and expenses incurred by the Client in connection with Services rendered by the Company (with any balance of the retainer being applied to subsequent bill(s)).

2.2 Expenses. In addition to the compensation set forth in Section 2.1, the Client shall reimburse the Company for all out-of-pocket expenses reasonably incurred by the Company in connection with the performance of the Services (subject to Bankruptcy Court determination in the event of an unresolved dispute). The out-of-pocket expenses will be billed on the expense (non-fee) portion of the Company's invoice to the Client and may include, but are not limited to, postage, banking fees, brokerage fees, costs of messenger and delivery service, travel, filing fees, staff overtime meal expenses and other similar expenses. In some cases, the Company may receive a rebate at the end of a year from a vendor.

A handwritten signature in black ink, appearing to be the initials 'AG'.



The Gardner City Group, Inc.

2.3 Billing and Payment. Except as provided in Section 2.2, the Company shall bill the Client for its fees and expenses on a monthly basis, and the Client shall pay the Company within thirty (30) days of its receipt of each such bill in the ordinary course of business (subject to Bankruptcy Court approval in the event of an unresolved dispute). Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) as well as certain expenses such as postage must be paid at least three (3) business days in advance of those fees and expenses being incurred.

3. Term and Termination.

3.1 Term. The term of this Agreement shall commence on the date hereof and shall continue until performance in full of the Services, unless earlier terminated as set forth herein.

3.2 Termination.

(a) In the event of any material breach of this Agreement by either party hereto, either party may apply to the Bankruptcy Court for an order allowing termination of the Agreement. Grounds for termination include: (i) failure to cure a material breach within thirty (30) days after receipt of the notice by the non-breaching party or (ii) in the case of any breach which requires more than thirty (30) days to effect a cure, failure to commence and continue in good faith efforts to cure such breach, provided that such cure shall be effected no later than ninety (90) days after receipt of such notice of such breach. Waiver of any such default or material breach by either party hereto shall not be construed as limiting any right of termination for a subsequent default or material breach.

(b) The Company shall be entitled to an administrative claim for all fees and expenses outstanding at the time of termination (subject to Bankruptcy Court approval in the event of an unresolved dispute).

4. Independent Contractor. It is understood and agreed that the Company, through itself or any of its agents, shall perform the Services as an independent contractor. Neither the Company nor any of its employees shall be deemed to be an employee of the Client. Neither the Company nor any of its employees shall be entitled to any benefits provided by the Client to its employees, and the Client will make no deductions from any of the payments due to the Company hereunder for state or federal tax purposes. The Company agrees that the Company shall be responsible for any and all taxes and other payments due on payments received hereunder by the Company from the Client. Nothing in this Agreement requires the Client to use the Company for any future work relating to the Services, and, in the event the Client decides to use another party for such future work, the Company agrees to cooperate fully with the Client to ensure a smooth transition to the new party.



The Gardner Chiv Group, Inc.

5. Accuracy of Client Supplied Information. The Client is responsible for the accuracy of all programs, data and other information it submits to the Company (including all information for schedule and statement preparation) and for the output of such information. The Company may undertake to place that data and information into certain systems and programs, including in connection with the generation of Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs ("Statements"). The Company does not verify information provided by the Client and, with respect to Schedules and Statements preparation, all decisions are at the sole discretion and direction of the Client. All Schedules and Statements filed on behalf of, or by, the Client are reviewed and ultimately approved by the Client, and the Company bears no responsibility for the accuracy or contents therein.

6. Confidential Information.

6.1 Confidentiality. In connection with this Agreement, the Client and the Company (as the case may be, the "Disclosing Party") may disclose to the Company or the Client (as the case may be, the "Receiving Party") certain information (a) that is marked or otherwise identified in writing as confidential or proprietary information of the Disclosing Party ("Confidential Information") prior to or upon receipt by the Receiving Party; or (b) which the Receiving Party reasonably should recognize from the circumstances surrounding the disclosure to be Confidential Information. The Receiving Party (x) shall hold all Confidential Information in confidence and will use such information only for the purposes of fulfilling the Receiving Party's obligations hereunder and for no other purpose, and (y) shall not disclose, provide, disseminate or otherwise make available any Confidential Information to any third party other than for the purposes of fulfilling the Receiving Party's obligations hereunder, in either case without the express prior written permission of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information pursuant to a validly issued subpoena or order of a court of competent jurisdiction.

6.2 Protection of Intellectual Property. The Client acknowledges that the Company's intellectual property, including, without limitation, the Company's inventions (whether or not patentable), processes, trade secrets and know how are of ultimate importance to the Company. Accordingly, the Client agrees to use its best efforts to protect such intellectual property, and shall not, either during the term of this Agreement or subsequent to its termination, utilize, reveal or disclose any of such intellectual property. The Client understands that the software programs and other materials furnished by the Company pursuant to this Agreement and/or developed during the course of this Agreement by the Company are the sole property of the Company. The term "program" shall include, without limitation, data processing programs, check printing programs, specifications, applications, routines, sub-routines, procedural manuals, and documentation. The Client further agrees that any ideas, concepts, know-how or techniques relating to the claims management software used or developed by the Company during the course of this Agreement shall be the exclusive property of the Company.



The Gardner P&C Group, Inc.

6.3 Scope. The foregoing obligations in Sections 6.1 and 6.2 shall not apply to (a) information that is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party; (b) information that is known by the Receiving Party prior to the time of disclosure by the Disclosing Party to the Receiving Party; (c) information that is obtained from a third party who, to the Receiving Party's knowledge, has the right to make such disclosure without restriction; (d) any disclosure required by applicable law; or (e) information that is released for publication by the Disclosing Party in writing. The obligations set forth under Sections 6.1 and 6.2 shall survive the termination of this Agreement.

7. Indemnification. The Client hereby indemnifies and holds harmless the Company and its directors, officers, employees, affiliates and agents against any claims, losses, costs, fines, penalties or damages, including court costs and reasonable attorneys' fees (collectively, "Losses") incurred by the Company arising out of or in connection with or related to (a) any gross negligence or willful misconduct by the Client, its employees, agents or representatives, or any misrepresentations made by such persons to third parties in connection with the Company's acts or omissions in connection with its rendition of the Services; (b) any breach of this Agreement by the Client; or (c) any erroneous instructions or information provided to the Company by the Client for use in providing the Services. Notwithstanding any provision in the Application or the Agreement to the contrary, the Client has no obligation to indemnify the Company, or provide contribution or reimbursement to the Company, for any claim or expense that is either (a) judicially determined (the determination having become final) to have arisen from the Company's gross negligence or willful misconduct or (b) settled prior to a judicial determination as to the Company's gross negligence or willful misconduct, but determined by the Bankruptcy Court, after notice and a hearing, to be a claim or expense for which the Company should not receive indemnity, contribution or reimbursement under the terms of the Application and this Agreement, as modified by the Order. If, before the earlier of (a) the entry of an order confirming a Chapter 11 plan in this case (that order having become a final order no longer subject to appeal), and (b) the entry of an order closing this Chapter 11 case, the Company believes that it is entitled to the payment of any amounts by the Client on account of the Client's indemnification, contribution and/or reimbursement obligations under this Agreement (as modified by the Order), including without limitation the advancement of defense costs, the Company must file an application therefore in the Bankruptcy Court, and the Client may not pay any such amounts to the Company before the entry of an order approving the payment.

8. Jurisdiction. This Agreement is subject to the approval of the Bankruptcy Court, and such Court shall retain jurisdiction over all matters regarding this Agreement.

9. Force Majeure. Whenever performance by the Company of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reason of any other matter beyond the Company's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

EXHIBIT C

Stein Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

PUMPKIN PATCH LLC,¹

Debtor.

) Chapter 11
)
)

) Case No. 09-[12200] (SLS)
)
)
)
)
)

**AFFIDAVIT OF JEFFREY S. STEIN IN SUPPORT OF THE
APPLICATION FOR ORDER UNDER 28 U.S.C. § 156(c) AUTHORIZING
THE RETENTION OF THE GARDEN CITY GROUP, INC. AS NOTICING,
CLAIMS AND BALLOTING AGENT AND APPROVING RELATED AGREEMENT**

Jeffrey S. Stein, being duly sworn, deposes and says:

1. I am a Vice President, Business Reorganization of The Garden City Group, Inc. (“GCG”), and I am authorized to make and submit this affidavit on behalf of GCG. This affidavit is submitted in support of the application (the “Application”) of Pumpkin Patch LLC (the “Debtor”), for authorization to retain GCG as official noticing, claims and balloting agent (“Claims Agent”) for its Chapter 11 case pursuant to 28 U.S.C. § 156(c) and to approve the assumption of a related agreement. The statements contained herein are based upon personal knowledge.

2. GCG is one of the country’s leading Chapter 11 administrators with expertise in noticing, claims processing, balloting and distribution and is well qualified to provide the Debtors with experienced noticing, claims and balloting services in connection with these cases. GCG has a history of being retained, as noticing, claims and/or balloting agent to debtors, in cases

¹ The last four digits of Pumpkin Patch LLC’s federal tax identification number are 4007. The mailing address for Pumpkin Patch LLC is 951 Mariners Island Boulevard, Suite 650, San Mateo, CA 94404.

12074 (KJC), In re R.H. Donnelley Corporation. et al., case no. 09-11833 (KG), In re Hayes Lemmerz International, Inc., et al., case no. 09-11655 (MFW), In re Jancor Companies Inc., et al., case no. 08-12556 (MFW), In re Comfort Co., Inc., case no. 08-12305 (MFW), In re DG Liquidation Corp., case no. 08-10601 (CSS), In re KCMVNO, Inc., case no. 08-10600 (BLS), In re Supplements LT Inc., case no. 08-10446 (KJC), In re ProRhythm, Inc., case no. 07-11861 (KJC), In re S-Tran Holdings, Inc., et al., case no. 05-11391 (RB), In re Flintkote Company, case no. 04-11300 (JKF), In re Factory 2-U Stores, Inc., case no. 04-10111 (PJW), In re Magnatrx Corporation, case no. 03-11402 (PJW), In re HQ Global Holdings, Inc., et al., case no. 02-10760 (MFW), In re Federal-Mogul Global, Inc., case no. 01-10578 (AMW) and In re ACandS, Inc., case no. 02-12687 (RJN).

3. The Debtor selected GCG to serve as the Claims Agent for the Debtor's estates, as set forth in more detail in the Application filed contemporaneously herewith. To the best of my knowledge, neither GCG, nor any of its professional personnel, have any relationship with the Debtor that would impair GCG's ability to serve as Claims Agent. GCG does have relationships with some of the Debtor's creditors, but they are in matters completely unrelated to these Chapter 11 cases. either as vendors or in cases where GCG serves in a neutral capacity as a class action settlement claims administrator. GCG's assistance in the cases where GCG acts as a class action settlement claims administrator has been primarily related to the design and dissemination of legal notice and other administrative functions in class actions. GCG has and will continue to represent clients in matters unrelated to these Chapter 11 cases and has had and will continue to have relationships in the ordinary course of its business with certain vendors in connection with matters unrelated to these cases.

4. GCG has working relationships with certain of the professionals retained by the Debtor and other parties herein but such relationships are completely unrelated to this Chapter 11 case. Beginning in 1999, GCG retained Nixon Peabody LLP ("Nixon") as legal counsel in matters unrelated to this Chapter 11 case and continues to maintain an attorney/client relationship with Nixon. GCG has and will continue to have relationships in the ordinary course of its business with certain professionals in connection with matters unrelated to these cases.

5. Since 1999, GCG has been a wholly owned subsidiary of Crawford & Company, an insurance risk-adjusting firm. I am advised that Crawford & Company has no material relationship with the Debtor and while it may have rendered services to certain creditors, or have a vendor relationship with some creditors, such relationships were (or are) in no way connected to GCG's representation of the Debtor in this Chapter 11 case.

6. GCG is a "disinterested person," as that term is defined in section 101(14) of the Bankruptcy Code, in that GCG and its professional personnel:

- (a) are not creditors, equity security holders or insiders of the Debtors;
- (b) are not and were not, within two years before the date of the filing of the Debtor's Chapter 11 petitions, directors, officers or employees of the Debtor; and
- (c) do not have an interest materially adverse to the interests of the Debtor's estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor.

7. GCG has not been retained to assist any entity or person other than the Debtor on matters relating to, or in connection with, this Chapter 11 case. If GCG's proposed retention is approved by this Court, GCG will not accept any engagement or perform any service for any entity or person other than the Debtor in this Chapter 11 cases. GCG may, however, provide professional services to entities or persons that may be creditors or parties in interest in this

Chapter 11 case, which services do not relate to, or have any direct connection with, this Chapter 11 case or the Debtor.

8. GCG represents, among other things, that:
 - (a) It will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Claims Agent;
 - (b) By accepting employment in this bankruptcy case, GCG waives any right to receive compensation from the United States government;
 - (c) In its capacity as Claims Agent, GCG will not be an agent of the United States and will not act on behalf of the United States; and
 - (d) GCG will not employ any past or present employees of the Debtor in connection with its work as Claims Agent.

9. Subject to the Court's approval, the Debtor has agreed to compensate GCG for professional services rendered in connection with these Chapter 11 cases pursuant to the retention agreement by and between the Debtor and GCG, a true and correct copy of which is attached to the Application. Payments are to be based upon the submission to the Debtor by GCG of a billing statement, which includes a detailed listing of services and expenses, at the end of each calendar month. GCG has received a \$15,000 retainer from the Debtor and will apply same first against all pre-petition fees and expenses and then against the first post-petition bill for fees and expenses that GCG will render in this case (with any balance of the retainer to be applied against subsequent bill(s)).

10. GCG will comply with all requests of the Clerk of the Court and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

/s/ Jeffrey S. Stein
Jeffrey S. Stein

Sworn to before me this 26th day of
June, 2009

/s/ Barbara Kelley Keane
Barbara Kelley Keane
Notary Public, State of New York
No. 01 KE4760720
Qualified in Suffolk County
Commission Expires February 28, 2011