

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GORDON & FERGUSON, INC.		10/06/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	Capital Business Credit LLC (f/k/a Capital Factors LLC)		
Street Address:	1700 BROADWAY,		
Internal Address:	19TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1800855	GORDON & FERGUSON	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-4559		
Email:	vindra.richter@weil.com		
Correspondent Name:	Vindra Richter c/o Weil et al		
Address Line 1:	767 Fifth Ave		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	32552.0001/GEIGER/ASSGN/V		
NAME OF SUBMITTER:	Vindra Richter		
Signature:	/vindra richter/		
Date:	06/17/2011		

CH \$40.00 1800855

Total Attachments: 5

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CERTIFICATE OF SALE

Know all Men by these Presents:

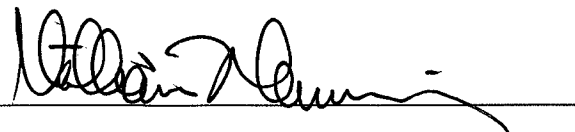
That by virtue of default in a Factoring Agreement executed by Gordon & Ferguson, Inc.. as debtor, and Capital Business Credit LLC, as Secured Party, and in accordance with its rights as holder of the security, Capital Business Credit LLC by WILLIAM MANNION, Licenced Auctioneer, did on the 6th day of October 2010, conduct a public auction of the Collateral as listed in the Notice of Public Auction sale annexed hereto.

The Collateral was by virtue of the powers vested in me, knocked down and sold as is, with no representations or warranty, no guarantee, either expressed or implied all as further set forth in the Terms of Sale which were available to all bidders at the offices of Hahn & Hessen, 488 Madison Avenue, New York, NY , on October 6, 2010.

Public notice of the sale was given by publication on September 16 and 23, 2010 in the Women's Wear Daily, and on September 17 & 24, 2010 in the Wall Street Journal, both newspapers of general circulation.

Sold Unto: Capital Business Credit LLC for the sum of \$ 2,000,000.00.

In Witness Whereof, I have hereunto set my hand on the 6th day of October, 2010.



WILLIAM MANNION

Auctioneer

PUBLIC AUCTION
NOTICE OF SECURED PARTY SALE OF TRADEMARK COLLATERAL

PLEASE TAKE NOTICE that Capital Business Credit LLC (f/k/a Capital Factors LLC) (“Secured Party”), by virtue of a default under that certain Factoring Agreement dated July 6, 2006 by and between Gordon & Ferguson, Inc. (“Debtor”) and Secured Party (as amended, modified and/or supplemented, the “Factoring Agreement”), pursuant to the terms of the Factoring Agreement, that certain Trademark Collateral Security Agreement dated July 6, 2006 by and between Debtor and Secured Party and the Uniform Commercial Code as enacted in the State of New York (the “UCC”), shall sell in one undivided lot (the “Sale”) through licensed auctioneer William A. Mannion, license no. 796322 (“Auctioneer”), the following portion of the Collateral (as defined in the Factoring Agreement): (i) the registered trademarks shown on the following table:

USPTO APP. NO. USPTO REG. NO.	FILING DATE REG. DATE	MARK	GOODS & SERVICES
App. No. 74333798 Reg. No. 1800855	11/23/1992 10/26/1993	Gordon & Ferguson	Men’s outerwear
App. No. 78667833 Reg. No. 3111839	07/11/2005 07/04/2006	Lifticket	Clothing and accessories for men and children
App. No. 78667852 Reg. No. 3106787	07/11/2005 06/20/2006	Lifticket	Clothing and accessories for men and children
App. No. 74706474 Reg. No. 1989928	07/27/1995 07/30/1996	Toma	Men’s, boys’ and girls’ outerwear
App. No. 74801890 Reg. No. 1871978	04/29/1991 01/03/1995	Toma	Boys’ outerwear and sportswear

and all right, title and interest therein and thereto, and all registrations, applications and recordings thereof, including without limitation applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any foreign country, together with the goodwill of the business symbolized thereby, and (ii) trade names, together with the goodwill of the business symbolized thereby (collectively, the “Trademark Collateral”), at public auction to take place at the offices of Hahn & Hessen LLP, attorneys for Secured Party, 488 Madison Avenue, New York, New York 10022, on October 6, 2010 at 2:00 p.m. (the “Auction”). All bids at the Auction for the Trademark Collateral must be in cash in the amount of \$2,000,000 or greater, and all bids, along with the Auction and the Sale, are in all respects subject to the terms and conditions set forth in Secured Party’s “Terms of Sale,” copies of which are available upon written request from Hahn & Hessen LLP, attorneys for Secured Party, 488 Madison Avenue, New York, New York 10022, fax 212-478-7400, attn: Joshua I. Divack, Esq.

SECURED PARTY GENERAL CONVEYANCE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that pursuant to and in exercise of its rights as a secured party under that certain Factoring Agreement dated July 6, 2006 by and between Gordon & Ferguson, Inc. ("Debtor") and Capital Business Credit LLC (f/k/a Capital Factors LLC) ("Secured Party") (as amended, modified and/or supplemented, the "Factoring Agreement"), that certain Trademark Collateral Security Agreement dated July 6, 2006 by and between Debtor and Secured Party (the "Security Agreement") and the Uniform Commercial Code as enacted in the State of New York (the "UCC"), for and in consideration of \$2,000,000.00 without counterclaim, deduction, offset, recoupment or any other charge or reduction of any kind, the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration, Secured Party ("Grantor") hereby grants, assigns, transfers, conveys and sets over to PPL Asset Holdings LLC ("Grantee") all of Debtor's rights in and to the following portion of the Collateral (as defined in the Factoring Agreement): (i) the registered trademarks shown on the attached Schedule A, and all right, title and interest therein and thereto, and all registrations, applications and recordings thereof, including without limitation applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any foreign country, together with the goodwill of the business symbolized thereby, and (ii) trade names, together with the goodwill of the business symbolized thereby (collectively, the "Conveyed Property"), to have and to hold the same unto Grantee, its successors and assigns.

Grantee acknowledges by its acceptance of this Secured Party General Conveyance and Bill of Sale (the "Bill of Sale") that Grantee is accepting from Grantor all of Debtor's rights in and to the Conveyed Property "AS IS" and "WHERE IS" and without any implied or expressed representation, warranty or covenant, including without limitation any warranty (a) as to the merchantability, fitness or adequacy for any purpose or use, quality, productiveness or capacity of any or all of the Conveyed Property, and/or (b) relating to title, possession, quiet enjoyment, or the like in the disposition of any or all of the Conveyed Property pursuant to this Bill of Sale (the "Disposition").

Grantee, by accepting this Bill of Sale, agrees to comply with all federal, state and local laws and regulations having force of law which apply to the Grantee's removal and/or use of the Conveyed Property sold under this Bill of Sale, and agrees to pay, or provide for payment of, all sales, use, excise, privilege, personal property, transfer or other taxes incident to the Disposition and will indemnify and hold Grantor harmless from any claims or liabilities for any such taxes.

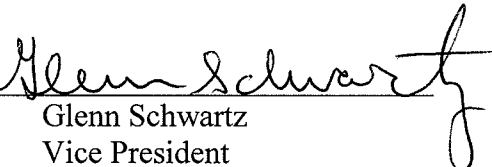
EACH PARTY TO THIS BILL OF SALE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS BILL OF SALE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS BILL OF SALE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL

WITHOUT A JURY, AND THAT ANY PARTY TO THIS BILL OF SALE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. IN ADDITION, EACH PARTY WAIVES THE RIGHT TO CLAIM OR RECOVER IN ANY SUCH SUIT, ACTION OR PROCEEDING ANY DAMAGES OTHER THAN OR IN ADDITION TO ACTUAL DAMAGES.

This Bill of Sale and any claim or dispute of any kind or nature whatsoever arising out of or in any way relating to this Bill of Sale, directly or indirectly, shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice-of-law principle that would dictate the application of the laws of another jurisdiction. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with these Terms of Sale, and consent and submit to the jurisdiction of, the U.S. District Court for the Southern District of New York and the Supreme Court of the State of New York, County of New York.

IN WITNESS WHEREOF, Grantor has caused this Bill of Sale to be duly executed as of the 6th day of October, 2010

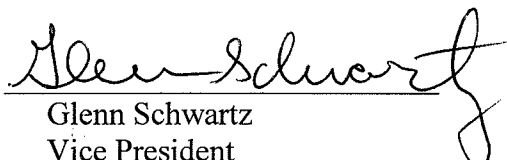
CAPITAL BUSINESS CREDIT LLC

By: 
Glenn Schwartz
Vice President

ACCEPTED AND AGREED TO:

PPL ASSET HOLDINGS LLC

By: CAPITAL BUSINESS CREDIT LLC, as Sole Member

By: 
Glenn Schwartz
Vice President

SCHEDULE A

Schedule A to Secured Party General Conveyance and Bill of Sale dated October 6, 2010
from Capital Business Credit LLC to PPL Asset Holdings LLC.

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