

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assigns the entire interest and the goodwill obtained through foreclosure on security interest. See att. Amended Not. of Disposition of Collateral, Order Granting Motion of Webster Business Credit Corp. and Bill of Sale		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Webster Business Credit Corporation		05/07/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Rifle Schoolwear, LLC		
Street Address:	300 Brook Street		
City:	Scranton		
State/Country:	PENNSYLVANIA		
Postal Code:	18505		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1972411	ROYAL PARK UNIFORMS	
CORRESPONDENCE DATA			
Fax Number:	2125750671		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-790-9200		
Email:	trademark@ccl.com		
Correspondent Name:	Lynn S. Fruchter		
Address Line 1:	1133 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Lynn S. Fruchter		
Signature:	/Lynn S. Fruchter/		
Date:	05/15/2012		

OP \$40.00 1972411

Total Attachments: 7

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AMENDED NOTICE OF DISPOSITION OF COLLATERAL

TO: Royal Park Uniforms, Inc.
Post Office Box 24
14139 Highway 86 South
Prospect Hill, North Carolina 27314

Dirk W. Siegmund, Esq.
Ivey, McClellan, Gattton, & Talcott,
LLP
100 South Elm St., Suite 500
Greensboro, NC 27402-3324

Everett B. Saslow, Jr.
Hill Evans Jordan & Beatty, PLLC
Post Office Box 989
Greensboro, North Carolina 27402-0989

Mr. Gregory W. Royal, Individually, as
Guarantor
3909 Kittering Drive
Durham, North Carolina 27713

Mr. Steven R. Royal, Individually, as
Guarantor
308 Pebble Beach Drive
Mebane, North Carolina 27302

Mr. William K. Royal, Individually, as
Guarantor
315 Pebble Beach Drive
Mebane, North Carolina 27302

Royal Family Holdings, L.L.C., as
Guarantor
c/o Royal Park Uniforms, Inc.
Post Office Box 24
14139 Highway 86 South
Prospect Hill, North Carolina 27314
Attn: President

FROM: Webster Business Credit Corporation
360 Lexington Avenue
New York, New York 10017

VIA OVERNIGHT DELIVERY

April 17, 2012

This Amended Notice of Disposition of Collateral provides the correct Registration Number for the registered trademark which WBCC may dispose of by private sale as described below and in the original Notice of Disposition dated April 11, 2012.

Reference is made to that certain Amended and Restated Credit and Security Agreement, dated as of March 31, 2011 (together with all annexes, schedules, and exhibits thereto and as amended, modified, restated or supplemented from time to time, the "*Loan and Security Agreement*"), by and among Royal Park Uniforms, Inc. ("*RPU*" or the "*Borrower*") and Webster Business Credit Corporation, as Lender and as Agent ("*WBCC*") and that certain Trademark Security Agreement dated as of February 5, 2008 by and between RPU and WBCC (the "*Trademark Security Agreement*"). All capitalized terms not herein defined shall have the meanings ascribed to them in the Loan and Security Agreement. Reference is also made to WBCC's letters (i) to Borrower dated as of August 8, 2011, September 7, 2011, and November 3, 2011; and (ii) to Borrower; Mr. Gregory W. Royal, Individually, as Guarantor; Mr. Steven R. Royal, Individually, as Guarantor; Mr. William K. Royal, Individually, as Guarantor; and Royal Family Holdings, L.L.C., as Guarantor, each dated as of December 19, 2011.

Based upon the occurrence, existence, and continuance of certain Defaults and/or Events of Default under the Loan and Security Agreement, in accordance with section 9-610 of the Uniform Commercial Code of the State of North Carolina, WBCC may dispose of certain assets of the Borrower subject to WBCC's liens and/or security interests (the "Collateral") by private sale of that certain registered trademark bearing Registration Number 1972411 on or after April 23, 2012.

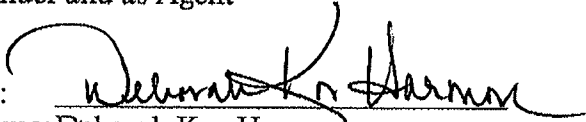
Borrower is entitled to an accounting with respect to the unpaid indebtedness secured by the Collateral and may request such accounting in writing addressed to the undersigned at the address set forth above.

WBCC reserves the right to amend, adjourn, postpone or cancel the sale with respect to the Collateral subject to such sale.

Nothing contained herein shall be deemed a waiver of any rights or remedies WBCC may have at law, in equity or otherwise, all of which are hereby expressly reserved.

Sincerely,

WEBSTER BUSINESS CREDIT CORPORATION, as
Lender and as Agent

By: 
Name: Deborah Kos-Harmon
Title: Senior Vice President

UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
GREENSBORO DIVISION

In re:

ROYAL PARK UNIFORMS, INC.,

Debtor.

Case No. 11-11929

Chapter 7

**ORDER GRANTING MOTION OF WEBSTER BUSINESS CREDIT
CORPORATION FOR RELIEF FROM THE AUTOMATIC STAY**

This matter came before the Court to consider the motion (the "Motion") of Webster Business Credit Corporation ("WBCC"), for the entry of an order modifying the automatic stay pursuant to 11 U.S.C. § 362(d)(2) to permit WBCC to enforce all of its rights against the Collateral.¹ Due and proper notice was given by the Clerk on January 11, 2012, that any interested party who has objections to the Motion were to file a written objection on or before January 23, 2012, no objections were filed, and the time allowed has now elapsed. After due deliberation and for good and sufficient reasons appearing, it is hereby **ORDERED** as follows:

1. The relief sought in the Motion is GRANTED.
2. The automatic stay is hereby modified for the purpose of permitting WBCC to enforce all of its rights and remedies with respect to the Collateral, including, without limitation, (i) the continued collection of the Pre-Petition Receivables and application of such Pre-Petition Receivables to the amounts currently outstanding under the Notes, (ii) the collection and application of all Pre-Petition Inventory, and (iii) the

¹ All capitalized terms not herein defined shall have the meanings ascribed to them in the Motion.

foreclosure upon and preservation for value of the Debtor's interest in certain Pre-Petition Equipment and Intangibles in satisfaction of its first priority liens.

3. WBCB shall provide the Chapter 7 Trustee with an accounting of all proceeds and collections received in connection with the sale of the Collateral.

4. The 14-day stay provision of Fed. R. Bankr. P. 4001(a)(3) is hereby waived.

January 31, 2012



THOMAS W. WALDREP, JR.
UNITED STATES BANKRUPTCY JUDGE

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 Amended and Restated Credit and Security Agreement, dated as of March 31, 2011 (together with all annexes, schedules, and exhibits thereto and as amended, modified, restated or supplemented from time to time, the "Loan and Security Agreement"), by and among Royal Park Uniforms, Inc. (the "Debtor") and Webster Business Credit Corporation, as Lender and as Agent ("Secured Party"), that certain Trademark Security Agreement dated as of February 5, 2008 by and between Debtor and Secured Party (the "Trademark Security Agreement") and the Uniform Commercial Code as enacted in the State of New York (the "UCC"), for and in consideration of \$30,000 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 Rifle Schoolwear, LLC, a Pennsylvania limited liability company having its principal place of business at 300 Brook Street, Scranton, PA 18505 ("Grantee") all of Debtor's rights in and to the following portion of the Collateral (as defined in the Loan and Security Agreement): (i) the registered trademark identified on the Schedule A annexed hereto, 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 (the "Trademark"), and (ii) the equipment owned by RPU and identified on Schedule B annexed hereto, and all right, title and interest therein and thereto (the "Owned Equipment"; together with the Trademark, 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.

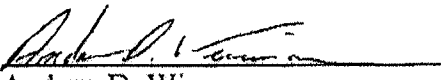
EACH PARTY TO THIS BILL OF SALE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS BILL OF SALE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED 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.

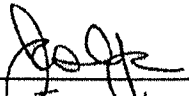
IN WITNESS WHEREOF, Grantor has caused this Bill of Sale to be duly executed as of the 7th day of May 2012.

WEBSTER BUSINESS CREDIT CORPORATION

By: 
Name: Andrew D. Wierman
Title: Vice President

ACCEPTED AND AGREED TO:

RIFLE SCHOOLWEAR, LLC

By: 
Name: James Alperin
Title: president, member

SCHEDULE A

Schedule A to Secured Party General Conveyance and Bill of Sale dated May 7, 2012 from Webster Business Credit Corporation to Rifle Schoolwear, LLC, a Pennsylvania limited liability company having its principal place of business at 300 Brook Street, Scranton, PA 18505.

USPTO REG. NO.	DESCRIPTION
Reg. No. 1972411	Royal Park Uniforms & Design