

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM303857

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TBAC INVESTMENT TRUST		01/29/2014	TRUST: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MANN & BROS. INC.		
<b>Street Address:</b>	48 West 37th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0604067	ROLFS	
Registration Number:	1118634	ROLFS	
Registration Number:	2032901	ROLFS	
Registration Number:	2782299	NECESSITIES BY ROLFS	
Registration Number:	3333160	ROLFS WEEKENDER	
Registration Number:	3402554	AMERICAN CLASSICS BY ROLFS	
Registration Number:	0674224	CANTERBURY	
Registration Number:	0110105	AMITY	
Registration Number:	1105460	AMITY	
Registration Number:	1708196	AMITY CLASSIC	
Registration Number:	0338625	HICKOK	
Registration Number:	0337194	HICKOK	
Registration Number:	0548994	HICKOK	
Registration Number:	1381527	HICKOK	
Registration Number:	3291402	ACE BY CANTERBURY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	pto@sillscummis.com		
		<b>TRADEMARK</b>	

CH \$390.00 0604067

<b>Correspondent Name:</b>	Elyse A Marcus
<b>Address Line 1:</b>	30 Rockefeller Plaza, 29th Fl.
<b>Address Line 2:</b>	Sills Cummis & Gross P.C.
<b>Address Line 4:</b>	New York, NEW YORK 10112

<b>ATTORNEY DOCKET NUMBER:</b>	09910013.000001
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<b>NAME OF SUBMITTER:</b>	Elyse A Marcus
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<b>SIGNATURE:</b>	/Elyse A Marcus/
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<b>DATE SIGNED:</b>	05/07/2014
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**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is effective as of January 29, 2014 (the "Effective Date"), between and among TBAC INVESTMENT TRUST, a Pennsylvania business trust, having its principal place of business at 3631 W. Davis, Suite A, Dallas, TX 75211 ("Assignor") and MANN & BROS. INC., a New York corporation, having its principal place of business at 48 West 37 Street, New York, NY 10018 ("Assignee").

### RECITALS:

WHEREAS, Salus Capital Partners, LLC ("Seller"), as a lender, as administrative agent and as collateral agent, has entered into certain loan arrangements (the "Loan Arrangements") with Assignor and certain affiliates thereof (collectively, "Obligors");

WHEREAS, the Loan Arrangements are evidenced by, among other documents, instruments, and agreements, the following: (i) that certain Credit Agreement dated as of July 24, 2013 by and among the Seller and the Obligors (as amended and in effect, the "Credit Agreement"); (ii) that certain Security Agreement dated as of July 24, 2013 granted by the Obligors in favor of the Seller (as amended and in effect, the "Security Agreement"); (iii) that certain Grant of Security Interest in United States Copyrights dated as of July 24, 2013 granted by the Borrower and Obligors in favor of the Seller (as amended and in effect, the "Copyrights Agreement"); and (iv) that certain Grant of Security Interest in United States Trademarks dated as of July 24, 2013 granted by the Obligors in favor of the Seller (as amended and in effect, the "Trademarks Agreement" and, together with the Copyrights Agreement, collectively the "IP Agreements") (the Credit Agreement, Security Agreement, and IP Agreements, together with all other documents, instruments, and agreements executed in connection with the Loan Arrangement, the "Loan Documents");

WHEREAS, pursuant to that certain Notice of Default, dated January 29, 2014 ("Default Notice"), Seller provided formal notice to Obligors of the existence and continuation of various defaults and Events of Default under the Loan Documents;

WHEREAS, pursuant to that certain Notification of Disposition of Collateral, dated January 29, 2014 ("UCC Sale Notice"), Seller provided formal notice to Obligors that Seller intended to sell (each a "Sale", and collectively the "Sales") certain of the "Collateral", including, without limitation, the Acquired Assets (collectively, the "Subject Collateral"), with such Sales to be consummated through one or more public and/or private sales, in Seller's discretion and in accordance with the terms of the Loan Documents and applicable law, including, without limitation, the Uniform Commercial Code ("UCC");

WHEREAS, pursuant to an agreement entered into with Seller dated January 29, 2014 (the "Consent Agreement"), Obligors, inter alia, (a) waived any notice regarding the Sales to which the Obligors may have been entitled under the terms and conditions of the Loan Documents and/or applicable law (including, but not limited to, the UCC, or otherwise), including, without limitation, notice of a private sale of the Subject Collateral or parts thereof, and (b) agreed to cooperate and facilitate Seller's sale or other disposition of the Subject

Collateral (including, without limitation, as concerns the Sale of the Acquired Assets (as defined in the Purchase Agreement (defined below)) as contemplated under this Agreement), in each case subject in all respects to the terms of the Consent Agreement;

WHEREAS, in furtherance of the matters provided for in the Consent Agreement, Seller and Assignee entered into that certain Purchase and Sale Agreement, dated as of January 29, 2014 (the "Purchase Agreement"), respecting the Seller's sale of all of Obligors' rights, title and interest in and to the Acquired Assets (as defined in the Purchase Agreement);

WHEREAS, as set forth in the Purchase Agreement, effective as of the Effective Date, Assignee became the owner of all of the right, title and interest in and to (i) the trademarks set forth in Exhibit A-3 thereto;

WHEREAS, Assignor is executing and delivering this Trademark Assignment in order to (a) facilitate the transactions provided for under the Purchase Agreement, consistent with the provisions of the Consent Agreement, and (b) document and effectuate the assignment, transfer and conveyance to Assignee of those trademarks and associated registrations listed in Schedule A annexed hereto (each a "Mark", and collectively the "Marks"), together with the goodwill associated with the Marks, all as provided for under the Purchase Agreement and effective as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns, transfers and conveys to Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to the Marks, the goodwill associated with the Marks, as well as any renewals thereof, solely with respect to the Marks, all royalties, damages, and payments now or hereafter due or payable, all causes of action (in law and/or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all rights, including the goodwill, corresponding thereto throughout the respective countries where Assignor holds rights in the Marks. The foregoing assigned Intellectual Property and related rights are to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

2. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of law principles. The parties agree that the state and federal courts located in the City, County and State of New York shall have exclusive jurisdiction over any disputes hereunder, and they each hereby consent to such jurisdiction.

3. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this

Assignment and of signature pages by facsimile or other form of electronic transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or other form of electronic transmission shall be deemed to be their original signatures for all purposes.

WHEREFORE, Assignor has duly executed this Trademark Assignment effective as of the Effective Date.

**ASSIGNOR:**

**TBAC INVESTMENT TRUST**



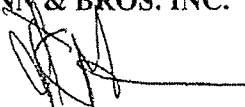
By: \_\_\_\_\_

Name: Timothy D. Boates

Its: Chief Restructuring Officer

**ASSIGNEE:**

**MANN & BROS. INC.**



By: \_\_\_\_\_

Name: Jack Mann

Its: President

**CONSENTED TO:**

**SALUS CAPITAL PARTNERS, LLC**



By: \_\_\_\_\_

Name: Kyle Shonak

Its: Executive Vice President-Special Opportunities

Schedule A

MARK	COUNTRY	REGISTRATION NO.
ROLFS (Stylized)	U.S.A.	0604067
ROLFS (Block Letters)	U.S.A.	1118634
ROLFS (Block Letters)	U.S.A.	2032901
NECESSITIES BY ROLF	U.S.A.	2782299
ROLFS WEEKENDER	U.S.A.	3333160
AMERICAN CLASSICS BY ROLF	U.S.A.	3402554
CANTERBURY (Block Letters)	U.S.A.	0674224
AMITY (Stylized)	U.S.A.	0110105
AMITY (Stylized)	U.S.A.	1105460
AMITY CLASSIC	U.S.A.	1708196
HICKOK (Block Letters)	U.S.A.	0338625
HICKOK (Block Letters)	U.S.A.	0337194
HICKOK (Stylized)	U.S.A.	0548994
HICKOK (Block Letters)	U.S.A.	1381527
ROLFS	China	1927338
ROLFS	Mexico	760583
ROLFS	Mexico	820343
CANTERBURY	China	960353
ACE BY CANTERBURY	U.S.A.	3291402
HICKOK & Design	China	1070730
HICKOK & Design	China	1057356
HICKOK & Design	China	1057358

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