

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363095

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GIBRALTAR BUSINESS CAPITAL, LLC		11/18/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BK ACQUISITION, LLC
Street Address:	75 FOURTEENTH STREET
Internal Address:	SUITE 2700
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3078998	BILLS KHAKIS
Registration Number:	3329204	BILLS KHAKIS REG. TRADEMARK BILLS KHAKIS
Registration Number:	1690256	BILLS KHAKIS WE MADE BILLS BETTER BY NOT
Registration Number:	3115124	BILLS KHAKIS. THE OFFICIAL SPONSOR OF FA
Serial Number:	86749869	BILLS KHAKIS REG. TRADEMARK BILLS KHAKIS
Serial Number:	86749836	BILLS KHAKIS
Serial Number:	86662677	KHAKIS.COM

CORRESPONDENCE DATA

Fax Number: 4045273662

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4045278384

Email: alison.levasseur@dentons.com

Correspondent Name: Alison M. LeVasseur

Address Line 1: 303 Peachtree St., NE

Address Line 2: Suite 5300

Address Line 4: Atlanta, GEORGIA 30308

CH \$190.00 3078998

ATTORNEY DOCKET NUMBER:	15033422-000006
NAME OF SUBMITTER:	Alison M. LeVasseur
SIGNATURE:	/aml/
DATE SIGNED:	11/19/2015

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment"), effective as of November 18, 2015 (the "Effective Date"), is made by Gibraltar Business Capital, LLC, a Delaware limited liability company ("Assignor"), in favor of BK Acquisition, LLC, a Georgia limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Sale Agreement Pursuant to Article 9 of the Uniform Commercial Code, dated as of the Effective Date (the "Sale Agreement"); and

WHEREAS, pursuant to the Sale Agreement, Assignor agreed to sell, transfer and deliver to Assignee, all of Assignor's right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement), including the Assigned Marks (as defined below), and agreed to execute this Trademark Assignment to enable Assignee to record the assignment of the Assigned Marks with the U.S. Patent and Trademark Office and otherwise.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and the mutual benefits to be derived herefrom, the parties hereby agree as follows:

AGREEMENT:

1. Assignment. Pursuant to the Sale Agreement, the parties acknowledged and agreed that, upon the execution thereof, Assignee would own all worldwide right, title and interest in and to the marks set forth on Schedule A attached hereto and in the goodwill associated with same (collectively, the "Assigned Marks"). As of the date hereof, Assignor hereby unconditionally and irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following with respect to the Assigned Marks: (i) the trademark registrations, trademark applications, common law rights and goodwill in and to the Assigned Marks and all issuances, extensions and renewals thereof; (ii) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (iii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (iv) any and all claims and causes of action, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal

and equitable relief and to collect, or otherwise recover, any such damages, with respect to any of the foregoing. The Assigned Marks are being assigned to Assignee on an "as is" and "where is" basis in accordance with the terms of the Sale Agreement. Assignor makes no representation or warranty to Assignee except as specifically set forth in the Sale Agreement.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Marks are properly assigned to the Assignee, or any assignee or successor thereto.

3. Complete Agreement. This Trademark Assignment and the Sale Agreement contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Trademark Assignment. In the event of a conflict between the terms and conditions of this Trademark Assignment and the Sale Agreement, the terms and conditions set forth in the Sale Agreement shall prevail, and the parties agree to reasonably cooperate to effect the terms and intentions set forth in the Sale Agreement with respect to the assignment of the Assigned Marks.

4. Counterparts. This Trademark Assignment may be executed in counterparts, and by each party on a separate counterpart, each of which shall be deemed an original but all of which taken together shall constitute but one and the same instrument.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors, representatives and assigns, and may not be modified or terminated except as set forth in writing signed by Assignor and Assignee.

6. Governing Law. This Trademark Assignment shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Illinois without giving effect to such state's conflict-of-law principles.

[SIGNATURE PAGE FOLLOWS]

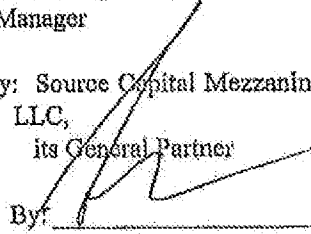
IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Trademark Assignment as of the date first set forth above.

ASSIGNEE:

BK ACQUISITION, LLC,
a Georgia limited liability company

By: Source Capital Mezzanine Fund I, LP, its
Manager

By: Source Capital Mezzanine Partners I,
LLC,
its General Partner

By: 
Name: Thomas S. Herbst
Title: Managing Member

ASSIGNOR:

GIBRALTAR BUSINESS CAPITAL,
LLC, a Delaware limited liability company

By: _____
Name: Mark J. Stoerber
Title: Chief Credit Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Trademark Assignment as of the date first set forth above.

ASSIGNEE:

BK ACQUISITION, LLC,
a Georgia limited liability company

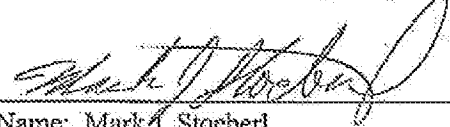
By: Source Capital Mezzanine Fund I, LP, its
Manager

By: Source Capital Mezzanine Partners I,
LLC,
its General Partner

By: _____
Name: _____
Title: _____

ASSIGNOR:

**GIBRALTAR BUSINESS CAPITAL,
LLC, a Delaware limited liability company**

By: 
Name: Mark J. Stoberl
Title: Chief Credit Officer

SCHEDULE A

ASSIGNED MARKS

U.S. Trademark	Reg./Ser. No.	Registration Date/Application Date
BILLS KHAKIS	3,078,998	4/11/2006
BILLS KHAKIS (LOGO)	3,329,204	11/6/2007
BILLS KHAKIS WE MADE BILLS BETTER BY NOT CHANGING A THING (and design)	1,690,256	6/2/1992
BILLS KHAKIS THE OFFICIAL SPONSOR OF FATHER'S DAY	3,115,124	7/11/2006
BILLS KHAKIS REG. TRADEMARK BILLS KHAKIS 110% GUARANTEED READING, PENNSYLVANIA	86749869 (S/N)	9/8/2015
BILLS KHAKIS	86749836 (S/N)	9/8/2015
KHAKIS.COM	86662677 (S/N)	6/15/2015

Japan Trademarks

Trademark	Reg. No.	Registration Date
BILLS KHAKIS	4012222	6/13/2007

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