

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439664

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Transfer of Security Interest		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACM CAPITAL FUND I, LLC		06/13/2017	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GREEN BULL BAGS JR LLC		
<b>Street Address:</b>	600 Superior Avenue East, Suite 1800		
<b>City:</b>	CLEVELAND		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1153940	THE ORIGINAL GHURKA BAG	
<b>Registration Number:</b>	1594122	GHURKA	
<b>Registration Number:</b>	2385867	GHURKA	
<b>Registration Number:</b>	2433747	GHURKA	
<b>Registration Number:</b>	2386603	GHURKA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2166961210		
<i>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.</i>			
<b>Email:</b>	KMH@MCCARTHYLEBIT.COM		
<b>Correspondent Name:</b>	KRISTEN M. HOOVER		
<b>Address Line 1:</b>	101 WEST PROSPECT AVE, STE 1800		
<b>Address Line 4:</b>	CLEVELAND, OHIO 44115		
<b>NAME OF SUBMITTER:</b>	Kristen M. Hoover		
<b>SIGNATURE:</b>	/KMH/		
<b>DATE SIGNED:</b>	08/17/2017		
<b>Total Attachments: 10</b>			

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## **CONFIRMATION OF ASSIGNMENT AND RELEASE OF SECURITY INTERESTS**

### **BRIGHTWORK OWNS AND CONTROLS URSA**

WHEREAS, Ursa Minor B.V. ("Ursa"), a private company with limited liability formed under the laws of the Netherlands, having its corporate seat at Wassenaar (address: 1043 GP Amsterdam, Kingsfordweg 103, trade register number: 27135994), was the owner of the registered marks set forth on Exhibit A attached hereto (the "Marks").

WHEREAS, Ursa was and is a wholly owned subsidiary of Brightwork Brand Holdings, Corp. ("Brightwork"), a New York corporation and, as such, Brightwork has full rights in and title to the intellectual property of Ursa, including but not limited to the Marks.

### **SECURITY INTERESTS**

#### **I. Banyan Security Interest Transferred to GBH**

WHEREAS, the Marks are subject to a security interest held by Banyan Mezzanine Fund II, L.P. ("Banyan"), executed September 18, 2014 and records at reel/frame 005366/0560.

WHEREAS, Ghurka Brands Holdings, LLC, is an Delaware limited liability company ("GBH").

WHEREAS, Banyan held a secured promissory note issued by Brightwork ("Note") pursuant to that certain Amended and Restated Loan Security Agreement dated May 10, 2016.

WHEREAS, on or about May 31, 2017, Banyan entered into a Contribution and Exchange Agreement with GBH whereby Banyan contributed its Note to GBH in exchange for a membership interest in GBH.

#### **II. ACM Security Interest Transferred to Green Bull**

WHEREAS, the Marks are subject to a security interest held by ACM Capital Fund I, LLC ("ACM"), executed November 21, 2016.

WHEREAS, Green Bull Bags Jr, LLC, is a Delaware limited liability company ("Green Bull").

WHEREAS, on or about June 13, 2017, Green Bull acquired ACM's security interest in Brightwork pursuant to a Loan Purchase Agreement.

#### **III. Rosenthal Security Interest Remains in Place**

WHEREAS, the Marks are subject to a security interest held by Rosenthal & Rosenthal, Inc. ("Rosenthal"), executed September 30, 2013 and recorded at reel/frame 005121/0327.

WHEREAS, no transfer or release of Rosenthal's security interest in the Marks has taken place.

### **TRANSFER OF OWNERSHIP OF MARKS AND RELEASE OF SELECT SECURITY INTERESTS**

WHEREAS, Green Bull, as holder of the Note on Brightwork, initiated a foreclosure on the assets of Brightwork by providing Notifications of Disposition of Collateral on or about June 14, 2017 and initiating an Article 9 public sale, which occurred on or about June 26, 2017.

WHEREAS, the Article 9 public sale included, but was not limited to, the assets of Brightwork, including all stock, shares, membership interest, equity, and/or investment property pertaining to an ownership, membership, stock, or equity interest in Ursa, including the Marks ("Brightwork Assets").

WHEREAS, Green Bull was the successful bidder at the Article 9 public sale and did acquire the Brightwork Assets, as evidenced by the Bills of Sale collectively attached hereto as Exhibit B.

WHEREAS, Green Bull, as both the owner of the Marks and holder of the ACM security interest, extinguished the ACM security interest.

WHEREAS, pursuant to an Asset Purchase Agreement dated June 26, 2017, Green Bull sold, conveyed, transferred and assigned all right, title, and interest in the Marks together with the goodwill of the business symbolized by the Marks to GBH.

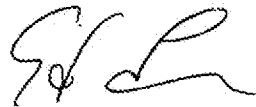
WHEREAS, GBH, as both the owner of the Marks and the holder of the Banyan security interest, extinguished the Banyan security interest.

NOW THEREFORE, through the chain of events outlined above, GBH has acquired the entire right, title, and interest in the Marks, together with the goodwill of the business symbolized by the Marks. The security interests previously held by ACM and Banyan have been released and ownership of the Marks now belongs to GBH and the Rosenthal security interest remains in place.

I, Stephen J. Latkovic, as Manager of Green Bull Bags LLC, Manager of Green Bull, declare that I have personal knowledge of the above outlined events and attest to the veracity of the above statements.

**GREEN BULL BAGS JR LLC,**  
a Delaware corporation

By: Green Bull Bags LLC, its Manager



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


Name: Stephen J. Latkovic

Its: Manager

Dated: August 14, 2017

**ATTACHMENT A**

Listing of U.S. Trademark Registrations

Mark	Application No. and Filing Date	Registration No. and Filing Date
	73/211428 Apr 13, 1979	1,153,940 May 12, 1981
Ghurka	73/803800 Jun 1, 1989	1,594,122 May 1, 1990
Ghurka	75/175954 Oct 2, 1996	2,385,867 Sep 12, 2000
Ghurka	75/175955 Oct 2, 1996	2,433,747 Mar 6, 2001
Ghurka	75/979641 Oct 2, 1996	2,386,603 Sep 12, 2000

**ATTACHMENT B**

Article 9 Sale Bill of Sale

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Green Bull Bags Jr LLC, a Delaware limited liability company with offices located at 600 Superior Ave. E., Suite 1800, Cleveland, Ohio 44114 ("Secured Party Seller"), for and in consideration of the total purchase price of Three Hundred Thousand Dollars (\$300,000.00) has bargained and sold, and by these presents does hereby sell, bargain, transfer and assign to Green Bull Bags Jr LLC a Delaware limited liability company with offices located at 600 Superior Ave. E., Suite 1800, Cleveland, Ohio 44114 ("Buyer"), its successors and assigns, all of the assets described on Exhibit A attached hereto formerly owned by Ghurka Trading & Design LLC ("Debtor") and in the possession of Seller wherever located. This sale is made by the Seller as a secured party of Debtor as a public sale in accordance with the provisions of §9-610 of the Uniform Commercial Code as adopted in the State of New York.

TO HAVE AND TO HOLD the same unto the Buyer, its successors and assigns forever.

THE SELLER HAS NOT HERETOFORE AND DOES NOT HEREBY MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO (A) TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE, AND (B) THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY OR FITNESS OF ANY ITEM OF PROPERTY FOR THE PURPOSE OF THE BUYER OR ITS TRANSFEREES, SUCCESSORS OR ASSIGNS, AND SUCH SALE IS SOLELY ON AN "AS IS" AND "WHERE IS" BASIS.

[Signature Page to Follow]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale on this 26<sup>th</sup> day of June, 2017.

GREEN BULL BAGS JR LLC

By: Green Bull Bags LLC

Its: Manager

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

Name: Stephen J. Latkovic

Its: Manager

The Buyer, by its authorized signature below, acknowledges the sale, bargain, transfer and assignment of the equipment is being consummated solely on the basis set forth above.

GREEN BULL BAGS JR LLC

By: Green Bull Bags LLC

Its: Manager

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

Name: Stephen J. Latkovic

Its: Manager



## Exhibit A

- (a) **Equipment.** All machinery and equipment, all data processing and office equipment, all computer equipment, hardware and firmware, all furniture, fixtures, appliances and other goods of every type and description, together with all parts, accessories and attachments and all replacements thereof and additions thereto;
- (b) **Inventory.** Inventory and goods, whether held for lease, sale or furnishing under contracts of service, and all agreements for lease of the same and rentals therefrom;
- (c) **General Intangibles.** All rights, interests, choses in action, causes of action, claims and all other intangible property of every kind and nature, including, but not limited to, all corporate and business records; all loans, royalties, and other obligations receivable; all trade secrets, inventions, computer software (and all intellectual property rights therein), internet domain names (and associated URL addresses), designs, patents, patent applications, registered or unregistered service marks, trade names, trademarks, copyrights and the goodwill associated therewith and incorporated therein, and all registrations and applications for registration related thereto; goodwill, licenses, permits, franchises, customer lists and credit files; all customer and supplier contracts, firm sale orders, rights under license and franchise agreements, and other contracts and contract rights; all right title and interest under leases, subleases, licenses and concessions and other agreements relating to real or personal property and any security agreements relating thereto; all rights to indemnification; all proceeds of insurance of which the Debtor is a beneficiary; all letters of credit, guarantees, liens and other security held by or granted to the Debtor; and all other intangible property, whether or not similar to the foregoing; all products and all books and records related to any of the foregoing;
- (d) **Accounts, Chattel Paper, Instruments, Securities, and Documents.** Accounts, accounts receivable, chattel paper, deposit accounts, instruments, shares of stock and other securities, and documents;
- (e) **Other Personal Property.** All property or interests in any other property in which the Secured Party holds a security interest under the Uniform Commercial Code; and
- (f) **Proceeds and Products Thereof.** All accessions, additions and amendments to, substitutions and replacements for, cash and non-cash proceeds, products, renewals, increases and profits of the foregoing.

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Green Bull Bags Jr LLC, a Delaware limited liability company with offices located at 600 Superior Ave. E., Suite 1800, Cleveland, Ohio 44114 ("Secured Party Seller"), for and in consideration of the total purchase price of One Hundred Thousand Dollars (\$100,000.00) has bargained and sold, and by these presents does hereby sell, bargain, transfer and assign to Green Bull Bags Jr LLC a Delaware limited liability company with offices located at 600 Superior Ave. E., Suite 1800, Cleveland, Ohio 44114 ("Buyer"), its successors and assigns, all of the assets described on Exhibit A attached hereto formerly owned by Brightwork Brands Holdings, Corp. ("Debtor") and in the possession of Seller wherever located. This sale is made by the Seller as a secured party of Debtor as a public sale in accordance with the provisions of §9-610 of the Uniform Commercial Code as adopted in the State of New York.

TO HAVE AND TO HOLD the same unto the Buyer, its successors and assigns forever.

THE SELLER HAS NOT HERETOFORE AND DOES NOT HEREBY MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO (A) TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE, AND (B) THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY OR FITNESS OF ANY ITEM OF PROPERTY FOR THE PURPOSE OF THE BUYER OR ITS TRANSFEREES, SUCCESSORS OR ASSIGNS, AND SUCH SALE IS SOLELY ON AN "AS IS" AND "WHERE IS" BASIS.

[Signature Page to Follow]

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GREEN BULL BAGS JR LLC

By: Green Bull Bags LLC

Its: Manager

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

Name: Stephen J. Latkovic

Its: Manager

The Buyer, by its authorized signature below, acknowledges the sale, bargain, transfer and assignment of the equipment is being consummated solely on the basis set forth above.

GREEN BULL BAGS JR LLC

By: Green Bull Bags LLC

Its: Manager

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

Name: Stephen J. Latkovic

Its: Manager

**Exhibit A**

(a) **Specific Equity Interests.** All stock, shares, membership interests, equity, and/or investment property pertaining to an ownership, membership, stock, or equity interest in Ghurka Trading & Design, LLC, a New York limited liability company, and Ursa Minor B.V., a company organized under the laws of the Netherlands; and

(b) **Proceeds and Products Thereof.** All accessions, additions and amendments to, substitutions and replacements for, cash and non-cash proceeds, products, renewals, increases and profits of the foregoing.