

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483835

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Security Interest
<b>RESUBMIT DOCUMENT ID:</b>	900452354

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citizens Bank, National Association, as Collateral Agent		05/23/2018	National Banking Association: MASSACHUSETTS

## RECEIVING PARTY DATA

<b>Name:</b>	VIFAA LLC
<b>Street Address:</b>	1601 CROSS HIGHWAY
<b>City:</b>	FAIRFIELD
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06824
<b>Entity Type:</b>	Limited Liability Company: CONNECTICUT

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2789476	CHASE EDWARD
Registration Number:	3497094	CRC SPORT
Registration Number:	3931272	ACA JOE
Registration Number:	3658622	NARRAGANSETT TRADERS
Registration Number:	3623541	NEJ
Registration Number:	3214440	WEDGE
Registration Number:	3886870	REED EDWARD
Registration Number:	3948202	COLE DANIEL
Registration Number:	1690256	BILLS KHAKIS WE MADE BILLS BETTER BY NOT
Registration Number:	3115124	BILLS KHAKIS. THE OFFICIAL SPONSOR OF FA
Registration Number:	3329204	BILLS KHAKIS REG. TRADE MARK BILLS KHAKI
Registration Number:	3078998	BILLS KHAKIS
Registration Number:	4961781	KHAKIS.COM
Serial Number:	86214648	WEDGE
Serial Number:	86189136	PTERODACTYL
Serial Number:	86805052	KAPTULA
Serial Number:	86805041	KAPTULA

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86927797	KAPTULA
Serial Number:	86749869	BILLS KHAKIS REG. TRADEMARK BILLS KHAKIS
Serial Number:	86749836	BILLS KHAKIS

**CORRESPONDENCE DATA**

**Fax Number:** 2037843199

*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.*

**Email:** trademarks@carmodylaw.com

**Correspondent Name:** CARMODY TORRANCE SANDAK & HENNESSEY llp

**Address Line 1:** 195 CHURCH STREET

**Address Line 2:** P.O. BOX 1950

**Address Line 4:** NEW HAVEN, CONNECTICUT 06509

<b>ATTORNEY DOCKET NUMBER:</b>	32687-1 (MHG)
<b>NAME OF SUBMITTER:</b>	Linda M. Freed
<b>SIGNATURE:</b>	/Linda M. Freed/
<b>DATE SIGNED:</b>	07/30/2018

**Total Attachments: 9**  
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**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

July 30, 2018

PTAS

CARMODY TORRANCE SANDAK & HENNESSEY  
LLP  
195 CHURCH STREET  
P.O. BOX 1950  
NEW HAVEN, CT 06509



900452354

United States Patent and Trademark Office  
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The cover sheet submitted for recording is not acceptable. To record a document, the nature of conveyance must be provided (e.g. assignment, merger or name change).
2. Is this a interest or release. The bank is usually the conveying party for a release.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Wednesday, August 29, 2018**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900452354  
Access Code: TN7OAVCMB51TRPT

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

LAWANDA MILTON  
ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption of Grant of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Citizens Bank, National Association, as Collateral Agent		05/23/2018	National Banking Association: MASSACHUSETTS

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Registration Number:	3078998	BILLS KHAKIS

**TRADEMARK**
**REEL: 006395 FRAME: 0572**

5/29/2018 2:02 PM

Registration Number:	4961781	<u>KHAKIS.COM</u>
Serial Number:	86214648	WEDGEE
Serial Number:	86189136	PTERODACTYL
Serial Number:	86805052	KAPTULA
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 Email: trademarks@carmodylaw.com  
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 Address Line 2: P.O. BOX 1950  
 Address Line 4: NEW HAVEN, CONNECTICUT 06509

ATTORNEY DOCKET NUMBER:	32687-1 (MHG)
NAME OF SUBMITTER:	Linda M. freed
Signature:	/Linda M. Freed/
Date:	05/29/2018

**Total Attachments: 6**

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**RECEIPT INFORMATION**

ETAS ID: TM475718  
 Receipt Date: 05/29/2018  
 Fee Amount: \$515

**ASSIGNMENT AND ASSUMPTION  
OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

**THIS ASSIGNMENT AND ASSUMPTION OF GRANT OF SECURITY INTEREST IN TRADEMARKS** (this "Assignment"), is dated as of May 23, 2018, and made by **CITIZENS BANK, NATIONAL ASSOCIATION**, in its capacity as Collateral Agent for the Secured Parties (as each such term is defined in the Loan Agreement referred to below) (the "Assignor"), to **VIFAA LLC**, a Connecticut limited liability company (the "Assignee").

WHEREAS, pursuant to that certain (a) Loan and Security Agreement, dated as of November 18, 2016 (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time, the "Loan Agreement"), by and among NEJ, Inc., a Connecticut corporation ("NEJ"), the other Borrowers party thereto, Citizens Bank, National Association, as the Administrative Agent and the Collateral Agent for the Lenders, and the Lenders, and (b) Grant of Security Interests in Trademarks, dated as of November 18, 2016 (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time, the "Trademark Agreement"), made by NEJ in favor of the Assignor, a security interest (the "Security Interest") was granted by NEJ to the Assignor in the Trademark Collateral (as defined below), including the trademarks identified on Exhibit A attached hereto;

WHEREAS, the Trademark Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office (the "USPTO") on December 30, 2016 at Reel 5949, Frame 0598;

WHEREAS, the Assignor desires to assign and delegate its rights, title and interest in and to the Trademark Agreement and the Trademark Collateral, and the Assignee desires to accept such assignment and assume said rights, title and interest, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Assignment, each of the Assignor and the Assignee agree as follows:

1. **Definitions.** Capitalized terms used herein and not defined herein shall have the meaning given to such terms in the applicable Patent and Trademark Agreement. The term "Trademark Collateral" as used herein, shall mean all of the Assignor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.

2. **Assignment and Assumption of Security Interest.** Effective as of May \_\_, 2018, the Assignor hereby assigns and transfers unto the Assignee, and the Assignee hereby accepts all of the Assignor's rights, title and interest in and to the Trademark Agreement and Trademark Collateral.

3. **Further Assurances.** Each of the Assignor and the Assignee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the Assignment contemplated hereby.

4. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CONNECTICUT WITHOUT GIVING EFFECT TO ANY APPLICABLE LAW THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

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IN WITNESS WHEREOF, the undersigned have entered into this Assignment as of the date first written above.

**ASSIGNOR:**

**CITIZENS BANK, NATIONAL ASSOCIATION**


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

Name: Christine Scott

Title: Senior Vice President

**ASSIGNEE:**

**VIFAA LLC**, a Connecticut limited liability company


By:   
\_\_\_\_\_  
Edward Mascolo  
Its Member, Duly Authorized





**Exhibit A**

**TRADEMARK COLLATERAL**

Please see attached.

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION DATE/APPLICATION DATE</u>
USA	CHASE EDWARD	2,789,476	12/2/2003
Canada	CHASE EDWARD	TMA720,623	8/12/2008
USA	CRC SPORT	3,497,094	9/2/2008
USA	ACA JOE	3,931,272	3/15/2011
Mexico	ACA JOE	1,133,506	11/30/2009
USA	NARRAGANSETT TRADERS	3,658,622	7/21/2009
USA	NEJ	3,623,541	5/19/2009
Canada	NEJ	TMA720,625	8/12/2008
USA	WEDGE	3,214,440	3/6/2007
USA	REED EDWARD	3,886,870	12/7/2010
USA	COLE DANIEL	3,948,202	4/19/2011
USA	WEDGEE	86/214,648	3/7/2014
USA	PTERODACTYL	86/189,136	2/10/2014
Canada	PTERODACTYL	TMA914,901	9/23/2015
USA	KAPTULA	86/805,052	10/30/2015
USA	KAPTULA	86/805,041	10/30/2015
USA	KAPTULA	86/927,797	3/3/2016
USA	 <p>BILLS KHAKIS WE MADE BILLS BETTER BY NOT CHANGING A THING. and Design</p>	1,690,256	6/2/1992
USA	BILLS KHAKIS. THE OFFICIAL SPONSOR OF FATHER'S DAY.	3,115,124	7/11/2006

USA	 <p>BILLS KHAKIS REG. TRADEMARK BILLS KHAKIS 110% GUARANTEED READING, PENNSYLVANIA and Design</p>	3,329,204	11/6/2007
USA	 <p>BILLS KHAKIS REG. TRADEMARK BILLS KHAKIS 110% GUARANTEED READING, PENNSYLVANIA and Design</p>	86/749,869	9/8/2015
USA	BILLS KHAKIS	3,078,998	4/11/2006
Japan	BILL KHAKIS	4,012,222	6/13/1997
USA	BILLS KHAKIS	86/749,836	9/8/2015
USA	KHAKIS.COM	4,961,781	5/17/2016