

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363058

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W. Thomas Co.		11/18/2015	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	GIBRALTAR BUSINESS CAPITAL, LLC		
Street Address:	400 SKOKIE BLVD., SUITE 375		
City:	NORTHBROOK		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
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		
<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>			
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		
ATTORNEY DOCKET NUMBER:	15033422-000006		

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NAME OF SUBMITTER:	Alison M. LeVasseur
SIGNATURE:	/aml/
DATE SIGNED:	11/19/2015
Total Attachments: 5 source=Trademark Assignment - Borrower to GBC - 1-18-15 - FINAL EXECUTION#page1.tif source=Trademark Assignment - Borrower to GBC - 1-18-15 - FINAL EXECUTION#page2.tif source=Trademark Assignment - Borrower to GBC - 1-18-15 - FINAL EXECUTION#page3.tif source=Trademark Assignment - Borrower to GBC - 1-18-15 - FINAL EXECUTION#page4.tif source=Trademark Assignment - Borrower to GBC - 1-18-15 - FINAL EXECUTION#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment"), effective as of November 18, 2015 (the "Effective Date"), is made by W. THOMAS CO. (d/b/a Bills Khakis), a Pennsylvania corporation ("Assignor"), in favor of GIBRALTAR BUSINESS CAPITAL, LLC, a Delaware limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Voluntary Surrender Agreement, dated as of the Effective Date (the "VSA"); and

WHEREAS, pursuant to the VSA, Assignor was deemed to have voluntarily surrendered, transferred and delivered to Assignee, as a repossessing secured creditor, all right to possession and sale for the purpose of a secured party sale of all personal property in which Assignor has or may claim any right, title or interest, 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 VSA, 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.

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 VSA 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 VSA, the terms and conditions set forth in the VSA shall prevail, and the parties agree to reasonably cooperate to effect the terms and intentions set forth in the VSA with respect to the assignment of the Assigned Marks.

4. Counterparts. This Trademark Assignment may be executed in one or more counterparts, all of which taken together shall constitute 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. The internal law, not the law of conflicts, of the Commonwealth of Pennsylvania shall govern all questions concerning the construction, validity and interpretation of this Trademark Assignment and the performance of the obligations imposed by this Trademark Assignment.

[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.

"ASSIGNOR":

W. THOMAS CO. (d/b/a BILLS
KIAKIS), a Pennsylvania corporation

By: 
Name: WILLIAM H.L. THOMAS
Title: FOUNDER/CEO

"ASSIGNEE":

GIBRALTAR BUSINESS CAPITAL,
LLC, a Delaware limited liability
company

By: _____
Name:
Title:

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.

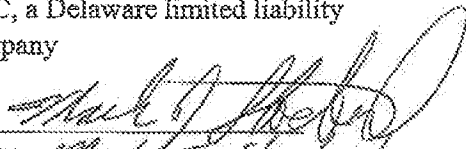
"ASSIGNOR":

W. THOMAS CO. (d/b/a BILLS
KHAKIS), a Pennsylvania corporation

By: _____
Name:
Title:

"ASSIGNEE":

GIBRALTAR BUSINESS CAPITAL,
LLC, a Delaware limited liability
company

By: 
Name: *Mark J. Sporer*
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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