

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BK Acquisition, LLC		10/31/2016	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	NEJ, INC.		
Street Address:	170 Pinesbridge Road		
City:	Beacon Falls		
State/Country:	CONNECTICUT		
Postal Code:	06403		
Entity Type:	Corporation: CONNECTICUT		
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:	2033271096		
<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:	203-324-6155		
Email:	jbutchko@ssjr.com		
Correspondent Name:	Andy I. Corea		
Address Line 1:	986 Bedford Street		
Address Line 2:	St Onge Steward Johnston & Reens LLC		
Address Line 4:	Stamford, CONNECTICUT 06905		
ATTORNEY DOCKET NUMBER:	03743-A0051A		
NAME OF SUBMITTER:	Andy I. Corea		

OP \$190.00 3078998

SIGNATURE:	/AIC/
DATE SIGNED:	11/18/2016
Total Attachments: 5 source=Trademarks Assignment to NEJ, Inc#page1.tif source=Trademarks Assignment to NEJ, Inc#page2.tif source=Trademarks Assignment to NEJ, Inc#page3.tif source=Trademarks Assignment to NEJ, Inc#page4.tif source=Trademarks Assignment to NEJ, Inc#page5.tif	



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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment"), effective as of October 31, 2016 (the "Effective Date"), is made by is made by BK Acquisition, LLC, a Georgia limited liability company ("Assignor"), in favor of NEJ, Inc., a Connecticut corporation ("Assignee").

RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement, 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

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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 Connecticut without giving effect to such state's conflict-of-law principles.

[SIGNATURE PAGE FOLLOWS]

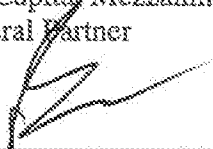
IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Trademark Assignment as of the date first set forth above.

"ASSIGNOR"

BK ACQUISITION, LLC,
a Georgia limited liability company

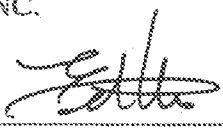
By: Source Capital Mezzanine Fund I, LP,
its Manager

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

By: 
Name: Ben Emmons
Title: Manager

"ASSIGNEE"

NEJ, INC.

By: 
Name: Edward Mascolo
Title: President

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"

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:

"ASSIGNEE"

NEJ, INC.

By:  _____

Name: Edward Mascolo

Title: President

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,	86749869 (S/N)	9/8/2015
BILLS KHAKIS	86749836 (S/N)	9/8/2015
<u>KHAKIS.COM</u>	86662677 (S/N)	6/15/2015

Japan Trademarks

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