

ESTTA Tracking number: **ESTTA868510**

Filing date: **01/02/2018**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Notice of Opposition

Notice is hereby given that the following party opposes registration of the indicated application.

Opposer Information

Name	GBG USA Inc.
Granted to Date of previous extension	12/31/2017
Address	350 Fifth Avenue9th Floor New York, NY 10118 UNITED STATES

Attorney information	Erica D. Klein Kramer Levin Naftalis & Frankel LLP 1177 Avenue of the Americas New York, NY 10036 UNITED STATES Email: KLTrademark@kramerlevin.com Phone: 212-715-9205
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Applicant Information

Application No	87362048	Publication date	07/04/2017
Opposition Filing Date	01/02/2018	Opposition Period Ends	12/31/2017
Applicant	SK Brands, LLC 11th Floor 1 West 34th Street New York City, NY 10001 UNITED STATES		

Goods/Services Affected by Opposition

Class 025. First Use: 0 First Use In Commerce: 0 All goods and services in the class are opposed, namely: Blazers; Jackets; Jeans; Shirts; Shoes;Shorts; Sweaters; T-shirts; Vests

Grounds for Opposition

Priority and likelihood of confusion	Trademark Act Section 2(d)
Other	Deprivation of license rights and breach of contract

Mark Cited by Opposer as Basis for Opposition

U.S. Application/ Registration No.	NONE	Application Date	NONE
Registration Date	NONE		

Word Mark	SPRING + MERCER
Goods/Services	Women's sweaters and knitwear

Attachments	Notice of Opposition.pdf(2859399 bytes)
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Signature	/Erica D. Klein/
Name	Erica D. Klein
Date	01/02/2018

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In re Application Serial No. : 87/362,048
Mark : SPRING + MERCER
International Class : 25
Applicant : SK Brands, LLC
Filed : March 7, 2017
Published : July 4, 2017

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: GBG USA Inc. :
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: Opposer, :
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NOTICE OF OPPOSITION

GBG USA Inc. (“Opposer”) believes that it would be damaged by a grant of registration to SK Brands, LLC (“Applicant”) for Application Serial No. 87/362,048 (the “Application”) for the mark SPRING + MERCER (the “SPRING + MERCER Mark”) covering Blazers; Jackets; Jeans; Shirts; Shoes; Shorts; Sweaters; T-shirts; Vests (“Applicant’s Goods”), filed in International Class 25 on September 27, 2017 and published for opposition on July 4, 2017, and hereby opposes said Application. Requests for extensions of time to oppose the Application were filed by Opposer and granted by the Board, providing Opposer until December 31, 2017 to file an opposition, which deadline is extended through January 2, 2018, i.e. the next business day.

The grounds for opposition are:

I. PARTIES

1. Opposer GBG USA Inc., formerly LF USA Inc.(individually “LF USA”, which former entity is also deemed within the defined term “Opposer”), is a corporation organized under the laws of the State of New York, with offices at 1359 Broadway, New York, NY 10018.

2. Opposer is an affiliate of the Fung Group. Other affiliates of the Fung Group include Mighty Hurricane Holdings, Inc. and Ralsey Group Ltd. (collectively with Opposer, the “Fung Entities”).

3. Upon information and belief, Applicant is a limited liability company organized under the laws of the State of New York, with offices at 1 West 34th Street, 11th Floor, New York, New York 10001.

II. OPPOSER’S RIGHTS UNDER THE SPRING + MERCER MARK

4. LF USA Inc. is a party to that certain Parent License Agreement executed May 5, 2011 by and between Hampshire Group, Limited (“Hampshire Group”) as licensor and LF USA as licensee (the “License Agreement”). A true and correct copy of such License Agreement is attached as Exhibit A.

5. Section 1.1 of the License Agreement grants LF USA a perpetual, worldwide, transferrable, sublicensable, fully-paid, royalty-free, irrevocable, and exclusive (which exclusivity includes with respect to licensor) right and license to use the SPRING + MERCER Mark in connection with, *inter alia*, the manufacture, design, distribution, advertising, marketing, promotion and sale of women’s sweaters and knitwear (“Opposer’s Goods”) in any channel of distribution (“Opposer’s License Rights”).

6. Section 1.1 of the License Agreement states that Opposer's License is extended and applies, in whole and in part, to each of LF USA's affiliates.

7. By its terms, the License Agreement grants Opposer and the other Fung Entities exclusive rights to use the SPRING + MERCER Mark in connection with Opposer's Goods.

III. APPLICANT'S ACTIVITIES

8. Upon information and belief, Applicant is an affiliate of The Fashion Exchange LLC, a limited liability company organized under the laws of the State of New York ("Fashion Exchange").

9. Upon information and belief, Fashion Exchange is a party to that certain Asset Purchase Agreement by and between Hampshire Group, Hampshire Brands, Inc. and Fashion Exchange dated as of January 13, 2017 (the "Asset Purchase Agreement"). A true and correct copy of such Asset Purchase Agreement is attached as Exhibit B.

10. Upon information and belief, the Asset Purchase Agreement purports to assign to Fashion Exchange any rights previously owned by Hampshire Group in the SPRING + MERCER Mark.

11. Upon information and belief, Applicant claims rights under the SPRING + MERCER Mark, including rights in the Application, pursuant to Applicant's relationship with Fashion Exchange.

IV. GROUND FOR OPPOSITION: COUNT I

APPLICATION IS SUBJECT TO OPPOSER'S LICENSE RIGHTS

12. Opposer and the other Fung Entities have the exclusive right to use the SPRING+ MERCER Mark pursuant to Opposer's License Rights granted under the License Agreement.

13. Any rights of Applicant in the Application covering the SPRING+ MERCER Mark are subject to Opposer's License Rights.

14. As an exclusive licensee of the SPRING+ MERCER Mark, any registration issuing from the Application extends to Opposer and the other Fung Entities pursuant to TMEP § 1201.03(e).

15. Issuance of a registration to Applicant for the Application without acknowledgment of Opposer's rights in the SPRING + MERCER Mark would seriously damage Opposer in that it would deprive Opposer and the other Fung Entities of Opposer's License Rights in violation of the License Agreement.

V. GROUNDS FOR OPPOSITION: COUNT II

LIKELIHOOD OF CONFUSION

16. Opposer and the other Fung Entities have the exclusive right to use the SPRING+ MERCER Mark pursuant to Opposer's License Rights granted under the License Agreement.

17. Opposer and the other Fung Entities have been using the SPRING+ MERCER Mark on and in connection with Opposer's Goods since at least as early as May 5, 2011, i.e. before the filing date of the Application.

18. Upon information and belief, consumers and potential consumers of Applicant's Goods and Opposer's Goods overlap in that both comprise individuals seeking to purchase clothing and accessories.

19. In light of the foregoing, there is a strong likelihood that consumers and potential consumers viewing the SPRING+ MERCER Mark on and in connection with Applicant's Goods would be likely to believe that such goods derive from the same source as Opposer's Goods, or are affiliated, connected, associated, sponsored, approved, or authorized by the same source as

Opposer's Goods, in violation of Section 2(d) of the Trademark Act. Accordingly, issuance of a registration to Applicant for the Application without acknowledgment of Opposer's rights in the SPRING + MERCER Mark would seriously damage Opposer in that it would be likely to cause confusion, deception or mistake among consumers.

WHEREFORE, unless and until such time as an agreement regarding the SPRING + MERCER Mark is reached between Opposer, the other Fung Entities, and Applicant, Opposer prays that this opposition be sustained, and that registration of the Application be denied.

This Notice is being filed electronically with the Board, and is being served on Applicant, through its attorney of record, at the correspondence address of record with the PTO. Proof of Service is attached hereto.

Respectfully submitted,

Dated: New York, NY
January 2, 2018

KRAMER LEVIN NAFTALIS & FRANKEL LLP
Attorneys for Opposer



By: Erica D. Klein
1177 Avenue of the Americas
New York, New York 10036
(212) 715-9205 (telephone)
(212) 715-8000 (fax)
KLtrademark@kramerlevin.com

CERTIFICATE OF SERVICE

I hereby certify that on January 2, 2018, I caused a true and complete copy of the foregoing Notice of Opposition against U.S. Application No. 87/362,048 for the mark SPRING + MERCER, to be served by electronic mail upon Applicant's Attorney of Record as follows:

Joseph E. Sutton, Esq.
Ezra Sutton P.A.
900 U.S. Highway 9, Suite 201
Woodbridge, NJ 07095

trademarks@ezrasutton.com
jsutton@ezrasutton.com



Erica D. Klein

Opposition filed against
Application No. 87/362,048
Exhibit Filed by GBG USA Inc.

EXHIBIT A

PARENT LICENSE AGREEMENT

This PARENT LICENSE AGREEMENT (the “License Agreement”), is executed as of May 5, 2011, by and between HAMPSHIRE GROUP, LIMITED, a Delaware corporation (“Licensor”), and LF USA INC., a Delaware corporation (“Licensee”). Licensor and Licensee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

W I T N E S S E T H:

A. The Parties are, together with Hampshire Designers Inc., a Delaware corporation (“Seller”), parties to an Asset Purchase Agreement dated of even date herewith (the “Purchase Agreement”), pursuant to which the Licensee is purchasing the women’s knitwear business owned and operated by the Seller prior to the execution of the Asset Purchase Agreement (as defined in the Purchase Agreement, the “Business”). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

B. Licensor is the owner of the trademarks **Spring + Mercer®** and **Spring & Mercer®** and certain trademark registrations associated therewith as more specifically set forth on Schedule A (collectively, the “Trademarks”), which Schedule A may be amended from time to time to include additional trademark registrations and applications for the mark SPRING + MERCER or SPRING & MERCER in any jurisdiction worldwide.

C. Seller has, from time to time in the course of the Business and with the permission of Licensor, used the Trademarks for women’s sweaters and knitwear.

D. Licensor uses the Trademarks in connection with other products outside the scope of the Business and intends to continue doing so after the Effective Date.

E. Licensee desires to receive from Licensor, and Licensor is willing to grant to Licensee, a license to use the Licensed Trademarks in connection with the Business after the Effective Date, upon the terms and conditions set forth herein.

Accordingly, the Parties hereby agree as follows:

ARTICLE I
GRANT OF LICENSE

Section 1.1 Grant of License. Licensor hereby grants to Licensee a perpetual, worldwide, transferrable, sublicensable, fully-paid, royalty-free, irrevocable (except as set forth in Section 4.1) and exclusive right and license to use the Trademarks in connection with the Business, which includes the manufacture, design, distribution, advertising, marketing, promotion and sale of women’s sweaters and knitwear under the Trademarks in any channel of distribution, including through the Internet. The foregoing license shall be exclusive to Licensee as to women’s sweaters and knitwear and the provision of services within the scope of the Business, even as between Licensee and Licensor. This license grant is extended and applies, in whole or in part, to each of Licensee’s Affiliates. Moreover, Licensee may grant sublicenses in connection with the rights granted herein on terms no less restrictive than those set forth in this Agreement. “Affiliate” shall mean any other entity that directly or indirectly controls, is directly

or indirectly controlled by, or is (whether directly or indirectly) under common control with Licensee. For such purpose, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or voting interests, by contract or otherwise.

Section 1.2 Ownership. The Parties acknowledge that Licensor is the owner of the Trademarks, and all the goodwill now or hereafter associated therewith. Licensee will not, and will not permit any sublicensee hereunder, to take any action that is inconsistent with Licensor’s ownership of the Trademarks. Licensee agrees that nothing in this License Agreement and no use of the Trademarks by either the Licensee or any sublicensee will be construed to vest in Licensee or any sublicensee, any right, ownership or interest in or to the Trademarks or the goodwill now or hereafter associated therewith, other than the rights of use set forth in Section 1.1, above.

Section 1.3 Goodwill. All goodwill and reputation generated by Licensee’s or any sublicensee’s use of the Trademarks will inure to the benefit of Licensor. Licensee will not by any act or omission use, and will not permit any sublicensee by any act or omission use, the Trademarks in any manner that tarnishes, degrades or disparages the Trademarks, that reflects adversely on Licensor or its business or reputation, or that confuses Licensee’s or a sublicensee’s use of the Trademarks with Licensor’s own use.

Section 1.4 Reservation of Rights. All rights not expressly granted to Licensee or its sublicensees under this License Agreement will remain the exclusive property and right of Licensor. Without limiting the foregoing and subject to the rights granted to Licensee in this License Agreement, Licensor will retain the right to use and to license others to use the Trademarks in connection with the manufacture, marketing, advertising, promotion, distribution, and sale of products or provision of services outside the scope of the Business; provided, however, that no such license rights shall conflict with, violate, or otherwise impair Licensee’s exercise of its rights hereunder. Licensor shall not grant licenses, directly or indirectly, to any third party it knows or has reason to know will engage in activities in violation of Licensee’s exclusive rights granted hereunder.

ARTICLE II QUALITY CONTROL

Section 2.1 Quality Standards. In order to preserve the inherent value of the Trademarks, Licensee will and will cause any sublicensee to (i) use commercially reasonable efforts to ensure that the quality of any products or services offered in connection with the Business and bearing the Trademarks will be at least equal to the standard prevailing in the operation of the Business prior to the Closing and (ii) to comply with all federal, state and local laws and regulations, and, where applicable, foreign laws and regulations governing the use of the Trademarks.

Section 2.2 Samples. In order for Licensor to evaluate whether Licensee or any sublicensee hereunder is maintaining the nature and quality of the goods and services offered under the Trademarks, Licensor, at Licensor’s expense, not more often than once every calendar year, may request that Licensee provide, and Licensee will provide, within 30 days of Licensor’s

request, representative samples of Licensee's and any sublicensee's goods bearing the Trademarks or photographs showing Licensee's and any sublicensee's use of the Trademarks.

Section 2.3 Presumption of Compliance. For so long as Licensee and each sublicensee hereunder observes the foregoing obligations of this Article II, Licensee and each sublicensee conclusively will be deemed to be in compliance with any and all necessary quality control standards under this Article II.

ARTICLE III INFRINGEMENT

Section 3.1 Notification of Infringement. Licensee will and will cause each sublicensee hereunder to notify promptly Licensor in writing of any conflicting uses of, or any applications or registrations to use, any mark, name, symbol, device or word, or infringement of the Trademarks that becomes known to Licensee or a sublicensee that Licensee or such sublicensee believes in good faith constitutes an act of infringement or unfair competition in relation to the Trademarks. Licensor will have the exclusive right to bring and defend all actions or proceedings relating to the Trademarks, at Licensor's expense.

Section 3.2 Action Against Infringer.

(a) The enforcement and protection of the Trademarks will be in the sole discretion and control of Licensor. Upon Licensor's request and at Licensor's expense, Licensee will cooperate and assist and will cause each sublicensee to cooperate and assist Licensor in any of Licensor's enforcement efforts with respect to the Trademarks. Licensee will not institute or take any action and will not permit any sublicensee to institute or take any action on account of any unauthorized use, or enter into any agreement with a third party with respect to such use, without the prior written consent of Licensor.

(b) Notwithstanding Section 3.2(a) above, if Licensor takes no action or fails to commence any proceeding with respect to the prosecution of any act of infringement or unfair competition with respect to the Trademarks within 60 days of receiving notice from Licensee, Licensee will have the right to bring such action at its own expense, and Licensor will, at Licensee's expense, join in any such action if necessary to maintain standing. Licensee and Licensor will cooperate with each other, at Licensee's expense, in the prosecution of any such actions commenced by Licensee against third parties, including execution of all papers necessary and desirable in connection with such actions and providing testimony and evidence whenever reasonably requested to do so. Licensee will not enter into any settlement or consent without the consent of Licensor.

(c) Any monetary recovery in connection with an infringement action brought by either Party pursuant to this Section 3.2 will be applied first to pay all expenses pro rata to the Parties in proportion to their expenses incurred (including reasonable attorneys' and experts' fees), and the remaining monetary recovery, if any, will be paid to the Party that brought such action.

ARTICLE IV TERMINATION

Section 4.1 Termination. This License Agreement may be terminated by Licensor at any time solely in the event that Licensee commits a material breach of any provision of this License Agreement, and such material breach continues without cure for a period of ninety (90) days after written notice thereof.

Section 4.2 Effect of Termination.

(a) Cessation of Use. Upon termination of this License Agreement in accordance with Section 4.1 above, Licensee, at its sole cost and expense, will, and will cause each Affiliate and sublicensee to, cease any and all use of the Trademarks in any manner whatsoever, subject to the Sell-Off Period as defined and set forth below.

(b) Sell-Off Period. Upon termination or expiration of this License Agreement, Licensee, and Licensee's Affiliates and sublicensees, may continue to manufacture, distribute, advertise and sell any remaining inventory and inventory in process under outstanding purchase orders for a period not to exceed one hundred and eighty (180) days following the date of termination or expiration (the "Sell-Off Period"). If Licensee, its Affiliates or any sublicensees have any remaining inventory following the Sell-Off Period, Licensee shall, at Licensor's option, deliver up to Licensor for destruction said remaining inventory or furnish to Licensor an affidavit attesting to the destruction of said remaining inventory.

Section 4.3 Bankruptcy. To the extent permissible under law, all rights, including the licenses granted to Licensee under or pursuant to this License Agreement are, and shall be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses or conveyances of rights to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code. Licensee shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code. The licenses, conveyances and grants provided in this License Agreement to Licensee are ongoing and shall not be terminable or modified in bankruptcy proceedings unless Licensee agrees to or initiates such termination or modification.

Section 4.4 Remedies. The parties hereto acknowledge and agree that each covenant and agreement set forth herein is reasonable and necessary to protect and preserve Licensor's ownership in the Trademarks, or to protect and preserve Licensee's license in the Trademarks and that any breach hereof by Licensee, any sublicensee, or Licensor will result in irreparable injury to Licensee or Licensor, as applicable. The parties therefore, subject to a claim of laches, estoppel, acquiescence or other delay in seeking relief, consents and agrees that a non-breaching party will be entitled to seek and obtain a temporary restraining order and a permanent injunction to prevent a breach or contemplated breach of this License Agreement.

ARTICLE V MISCELLANEOUS

Section 5.1 Trademark Prosecution. The Licensor undertakes to take commercially reasonable steps to seek, obtain and maintain protection for the Trademarks.

Licensee will cooperate with Licensor in the execution, filing and prosecution of any trademark applications deemed necessary and will take all such other actions as may reasonably be requested to preserve or protect Licensor's rights, all at Licensor's expense. For the sake of clarity, Licensee shall not have the right to apply for or secure (whether in its name or the name of Licensor), nor shall Licensee oppose any effort by Licensor to apply for or secure, any trademark registration in respect of the Trademark anywhere in the world. Any new applications and registrations for any Trademarks shall be automatically included in Schedule A hereto and deemed a Trademark licensed hereunder to Licensee.

Section 5.2 Notices. All notices and other communications hereunder shall be in writing and shall be delivered in accordance with the terms of the Purchase Agreement.

Section 5.3 Governing Law; Disputes. This License Agreement shall be construed in accordance with, and governed by, the laws of New York as applied to contracts made and to be performed entirely in the State of New York without regard to principles of conflicts of Law. Each of the Parties hereto irrevocably and unconditionally submits to the exclusive jurisdiction of any court of the State of New York or any federal court sitting in the City of New York for purposes of any suit, action or other proceeding arising out of this License Agreement (and agrees not to commence any action, suit or proceeding relating hereto except in such courts). Each of the Parties hereto agrees that service of any process, summons, or notice of document by U.S. registered mail at its address set forth herein shall be effective service of process for any action, suit or proceeding brought against it in any such court. Each of the Parties hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this License Agreement, which is brought by or against it, in the courts of the State of New York or any federal court sitting in the State of New York and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

Section 5.4 Entire Agreement. This License Agreement is intended to embody the complete, final and exclusive agreement among the Parties with respect to the right of Licensee to use the Trademarks and is intended to supersede all previous negotiations, commitments, writings, agreements and representations, written or oral, with respect thereto and may not be contracted by evidence of any such prior or contemporaneous agreement, understanding or representations, whether written or oral.

Section 5.5 Assignability; Binding Effect. This License Agreement may not be assigned by either Party without the prior written consent of the other Party, not to be unreasonably withheld; provided, however, as a condition precedent to any assignment hereunder, assignee must agree in writing to be bound by the terms and conditions of this License Agreement. This License Agreement and the respective rights, covenants, conditions and obligations of the Parties and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure to the benefit of, the Parties and their respective heirs, successors and permitted assigns and legal representatives.

Section 5.6 Right of First Refusal. If (a) Licensor receives a bona fide offer from a third party to acquire proprietary or ownership rights in and to the Trademarks

independently of any other assets (a “Third Party Offer”) but not in connection with a sale of the assets or stock of Licensor, which Third Party Offer is acceptable to Licensor, or (b) Licensor decides to abandon the ongoing use of the Trademarks, then Licensor shall, by notice in writing to Licensee, make an offer (an “Offer”) to sell the Trademarks and all goodwill associated therewith to Licensee and, in the event of a Third Party Offer, upon terms and conditions that are no less favorable than those contained in the Third Party Offer. Licensee shall have a period of thirty (30) days from the date of receipt of the Offer to accept the Offer. Acceptance of the Offer shall be made in writing.

Section 5.7 Amendments. This License Agreement may not be amended or modified, nor may compliance with any condition or covenant set forth herein be waived, except by a writing duly and validly executed by each Party, or in the case of a waiver, the Party waiving compliance; provided, however, that no such waiver shall operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this License Agreement requires or permits a waiver or consent by or on behalf of any Party, such waiver or consent shall be given in writing.

Section 5.8 Severability. In the event that any one or more of the provisions contained in this License Agreement, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained in this License Agreement shall not be in any way impaired thereby, it being intended that all of the rights and privileges of the Parties shall be enforceable to the fullest extent permitted by Law.

Section 5.9 Third-Party Rights. Nothing in this License Agreement, whether express or implied, is intended to confer rights or remedies under or by reason of this License Agreement on any persons other than the Parties and their respective successors and assigns, nor is anything in this License Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party, nor shall any provisions give any third person any right of subrogations over or action against any Party.

Section 5.10 Execution in Counterparts. For the convenience of the Parties and to facilitate execution, this License Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. In making proof of this License Agreement, it shall not be necessary to produce or account for more than one counterpart evidencing execution by each Party. Delivery of a facsimile version of one or more signatures to this License Agreement shall be deemed adequate delivery for purposes of this License Agreement.

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IN WITNESS WHEREOF, the Parties have caused this License Agreement to be executed in their respective names by their respective officers duly authorized, as of the date first written above.

LICENSOR:

LICENSEE:

HAMPSHIRE GROUP, LIMITED

LF USA INC.

By: 
Name: Heath L. Golden
Title: Chief Executive Officer and
President

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have caused this License Agreement to be executed in their respective names by their respective officers duly authorized, as of the date first written above.

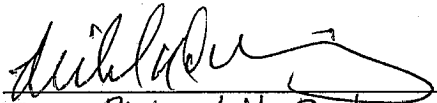
LICENSOR:

HAMPSHIRE GROUP, LIMITED

By: _____
Name:
Title:

LICENSEE:

LF USA INC.

By:  _____
Name: Richard N. Darling
Title: President

SCHEDULE A

Trademarks

Trademarks	Country	Status	Application No.	Registration No.
SPRING + MERCER	Canada	Pending (Allowed)	1455366	
SPRING & MERCER	China	Registered	5400397	5400397
SPRING & MERCER	Hong Kong	Registered	300679762	300679762
SPRING + MERCER	United States	Registered	78/136,488	3124175
SPRING & MERCER	Vietnam	Registered	4-2006-09834	113752

Opposition filed against
Application No. 87/362,048
Exhibit Filed by GBG USA Inc.

EXHIBIT B

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of January 13, 2017 (the "Effective Date"), is made by and between Hampshire Group, Limited, a corporation organized under the laws of the state of Delaware ("Group"), Hampshire Brands, Inc., a corporation organized under the laws of the state of Delaware ("Brands"; Group and Brands are each referred to as a "Seller" and collectively, the "Sellers") and The Fashion Exchange LLC, a limited liability company organized under the laws of the state of New York, or its designee ("Buyer"). Capitalized terms used in this Agreement are defined or cross-referenced in Article 10.

A. The Sellers and one of their affiliates commenced voluntary bankruptcy cases (the "Bankruptcy Cases") under title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended from time to time (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") on November 23, 2016 (the "Petition Date"). The Bankruptcy Cases are being jointly administered under Case No. 16-12634 (BLS).

B. Buyer desires to purchase the Acquired Assets and assume the Assumed Liabilities from Sellers, and Sellers desire to sell, convey, assign, and transfer to Buyer the Acquired Assets together with the Assumed Liabilities, all in the manner and subject to the terms and conditions set forth in this Agreement and in accordance with §§ 105, 363, and/or 365 and other applicable provisions of the Bankruptcy Code.

C. The Acquired Assets and Assumed Liabilities are assets and liabilities of Sellers, which are to be purchased and assumed by Buyer pursuant to an order of the Bankruptcy Court approving such sale pursuant to §§ 105, 363, and/or 365 of the Bankruptcy Code (the "Sale Order"), all in the manner and subject to the terms and conditions set forth in this Agreement and the Sale Order and in accordance with other applicable provisions of the Bankruptcy Code.

D. The execution and delivery of this Agreement and Sellers' ability to consummate the transactions set forth herein are subject to, among other things, entry of the Sale Order.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, Sellers and Buyer hereby agree as follows:

ARTICLE 1. PURCHASE AND SALE OF THE ACQUIRED ASSETS.

Section 1.1. Transfer of Acquired Assets. At the Closing, and upon the terms and conditions herein set forth, Sellers shall sell to Buyer, and Buyer shall acquire from Sellers, all of Sellers' right, title and interest in, to and under the following property wherever located and whether or not reflected on the Sellers' books and records free and clear of all liens, claims and encumbrances (the "Acquired Assets"):

(a) all Sellers' right, title and interest in and to: (i) the trademarks, service marks, trade names and service names set forth on Schedule 1.1(a) (the "Trademarks"), (ii) the trademarks, trade names and brands listed on Schedule 1.1(d) licensed under the Master License Agreement (as defined on Schedule 1.1(d)) (the "Licensed Trademarks"), (iii) the Internet domain name "JamesCampbellUSA.com" and related internet domain registrations and passwords, websites, website content, (iv) any copyrights, social media accounts and passwords related to any of the foregoing and (v) any applications,

registrations, renewals, statutory rights, common law rights, claims and causes of action related to any of the foregoing, together with the goodwill of any business symbolized thereby;

(b) all Sellers' right, title and interest in and to the contracts set forth on Schedule 1.1(b) (the "Assigned Contracts");

(c) all Sellers' right, title and interest in the inventory set forth on Schedule 1.1(c), subject to adjustment as provided in Section 5.5 (as adjusted, the "Inventory on Hand");

(d) all Sellers' right, title and interest in the equipment set forth on Schedule 1.1(d);

(e) all Sellers' right, title and interest in the customer purchase orders set forth on Schedule 1.1(e) (the "Customer Purchase Orders");

(f) all Sellers' right, title and interest in and to the inventory which is the subject of any Vendor Purchase Order (as defined in Section 1.3(c)) for which Sellers have paid the purchase price therefor (the "Future Inventory");

(g) all Sellers' right, title and interest in and to the prepaid assets and prepaid expenses set forth on Schedule 1.1(g) (collectively, the "Prepaid Assets").

Section 1.2. Excluded Assets. The Acquired Assets do not include any assets of Sellers not expressly identified on Schedule 1.1(a), Schedule 1.1(b), Schedule 1.1(c), Schedule 1.1(d), Schedule 1.1(e), Schedule 1.1(g) and Schedule 1.3(c) (all such assets not being acquired by Buyer being herein referred to as the "Excluded Assets").

Section 1.3. Assumption of Liabilities. At the Closing, Buyer shall assume, and Buyer hereby agrees to thereafter pay, perform, and discharge when due, only the following liabilities of Sellers (the "Assumed Liabilities"):

(a) all liabilities of Sellers for Transaction Taxes payable in connection with the transactions contemplated by this Agreement, subject to Section 6.1 of this Agreement;

(b) the liabilities and obligations arising on or after the Closing Date, relating solely to or arising out of Buyer's ownership and operation of the Acquired Assets; provided, however, that, except as provided in Section 1.3(c), the Assumed Liabilities shall not include liabilities and obligations arising out of the Sellers' ownership of the Acquired Assets prior to the Closing Date; and

(c) all obligations of Sellers arising under the Assigned Contracts, the Customer Purchase Orders and the vendor purchase orders set forth on Schedule 1.3(c) (the "Vendor Purchase Orders").

Section 1.4. Retention of Liabilities. Buyer is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of Sellers of whatever nature, whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained by and remain liabilities and obligations of Sellers (all such liabilities and obligations not being assumed being herein referred to as the "Excluded Liabilities").

ARTICLE 2. CONSIDERATION

Section 2.1. Consideration. The aggregate consideration for the sale and transfer of the Acquired Assets (the "Purchase Price"), shall consist of the following:

- (a) The consideration for the Inventory on Hand shall be an amount equal to \$10.95 multiplied by the number of items of Inventory on Hand as of the Closing Date;
- (b) The consideration for the Future Inventory shall be an amount equal to the aggregate purchase price paid therefor by the Sellers,
- (c) The consideration for the Prepaid Assets shall be the dollar amount thereof; and
- (d) The consideration for all other Acquired Assets shall be \$140,000.

The Purchase Price shall be payable and deliverable in accordance with Section 3.3, and the assumption by Buyer of the Assumed Liabilities.

Section 2.2. Deposit. Concurrently with the execution and delivery of this Agreement, Buyer shall pay to Sellers an amount equal to \$75,000 as a deposit (the "Deposit"). If this Agreement is terminated without the Closing occurring, the Deposit shall be disbursed in accordance with Section 8.1(e). If the Closing occurs, the Deposit shall be applied (without interest) towards the Purchase Price.

Section 2.3. 363 Sale. Sellers have sought approval and entry of the Sale Order pursuant to a motion filed with the Bankruptcy Court to approve the Sale Order pursuant to §§ 105, 363, and/or 365 of the Bankruptcy Code. The Sale Order shall be in a form reasonably acceptable to Buyer and Sellers.

ARTICLE 3. CLOSING AND DELIVERIES

Section 3.1. Closing. The consummation of the transactions contemplated hereby (the "Closing") shall take place within three (3) days after entry of the Sale Order (the "Closing Date"), at a place as agreed to by the parties.

Section 3.2. Sellers' Deliveries. At the Closing, the sale, transfer, assignment and delivery by Sellers of the Acquired Assets to Buyer, as herein provided, shall be effected on the Closing Date by quit claim deed, bills of sale, endorsements, assignments and other instruments of transfer and conveyance (including assignments appropriate for recording in the USPTO, as applicable), as well as the electronic transfer of all files and records of Sellers relating to the Acquired Assets excluding any representations, warranties or covenants (other than those expressly set forth herein) and shall otherwise be consistent with the terms of this Agreement reasonably satisfactory in form and substance to Buyer and Sellers. Buyer's Deliveries. At the Closing:

- (a) At Closing, Buyer shall pay to Sellers, by wire transfer of immediately available funds in accordance with instructions provided by the Sellers, an amount equal to the Purchase Price minus the Deposit; and
- (b) Buyer shall execute and deliver to Sellers an instrument of assumption of liabilities with respect to the Assumed Liabilities reasonably satisfactory in form and substance to counsel for Sellers.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

Section 4.1. Representations and Warranties of Sellers. Sellers represent and warrant to Buyer as follows:

(a) Corporate Organization. Each Seller is a corporation duly organized and validly existing under the laws of the State of Delaware. Subject to any necessary authority from the Bankruptcy Court, Sellers have all requisite corporate power and authority to own their properties and assets and to consummate the transactions contemplated hereby.

(b) Authorization and Validity. Sellers have all requisite corporate power and authority to enter into this Agreement and, subject to the Bankruptcy Court's entry of the Sale Order, to carry out their obligations hereunder and thereunder. Sellers' execution and delivery of this Agreement and their performance of their obligations hereunder have been duly authorized by all necessary corporate action of Sellers, and no other action on the part of Sellers is necessary to authorize such execution, delivery, and performance. This Agreement has been duly executed by Sellers and, subject to the Bankruptcy Court's entry of the Sale Order, Sellers' obligations hereunder are valid, binding, and enforceable.

Section 4.2. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Sellers as follows:

(a) Corporate Organization. Buyer is a limited liability company, duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation, and has all requisite power and authority to own its properties and assets.

(b) Authorization and Validity of Agreement. Buyer has all requisite power and authority to enter into this Agreement and to carry out its obligations hereunder. Buyer's execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action by the board of directors (or equivalent) of Buyer, and no other action on the part of Buyer is necessary to authorize such execution, delivery, and performance. This Agreement has been duly executed by Buyer and Buyer's obligations hereunder are valid, binding, and enforceable.

(c) No Conflict or Violation. The execution, delivery, and performance by Buyer of this Agreement does not and will not violate or conflict with any provision of the certificate of incorporation or by-laws (or equivalent documents) of Buyer and does not and will not violate any provision of law, or any order applicable to Buyer, nor will it result in a breach of or constitute (with due notice or lapse of time or both) a default under any contract to which Buyer is a party or by which it is bound or to which any of its properties or assets is subject.

(d) Consents and Approvals. The execution, delivery, and performance of this Agreement does not and will not require the consent or approval of, or filing with, any government or any other Person except (i) as may be required to be obtained by Buyer after the Closing in order to own or operate any of the Acquired Assets; (ii) for entry of the Sale Order by the Bankruptcy Court; or (iii) for such consents, approvals, and filings, of which the failure to obtain or make would not, individually or in the aggregate, have a Material Adverse Effect on the ability of Buyer to consummate the transactions contemplated hereby.

(e) Investigation by Buyer. Buyer has conducted its own independent review and analysis of the Acquired Assets and the Assumed Liabilities. Buyer has conducted its own independent review of all Orders of, and all motions, pleadings, and other submissions to, the Bankruptcy Court in

connection with the Bankruptcy Cases. In entering into this Agreement, Buyer has relied solely upon its own investigation and analysis, and Buyer (i) acknowledges that neither Sellers nor any of their Affiliates or Related Persons makes or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any of the information provided or made available to Buyer or its Affiliates or Related Persons, except for the representations and warranties contained in Section 4.1 (which are subject to the limitations and restrictions contained in this Agreement); and (ii) agrees, to the fullest extent permitted by law, that none of Sellers, their Affiliates, or any of their respective Related Persons shall have any liability or responsibility whatsoever to Buyer or its Affiliates or Related Persons on any basis (including, without limitation, in contract or tort, under federal or state securities laws, or otherwise) based upon any information provided or made available, or statements made, to Buyer or its Affiliates or Related Persons (or any omissions therefrom), including, without limitation, in respect of the specific representations and warranties of Sellers set forth in this Agreement, except, with regard to Sellers, for the representations and warranties contained in Section 4.1 and, with respect to such representations and warranties, subject to the limitations and restrictions contained in this Agreement. Notwithstanding the right of Buyer to investigate the Acquired Assets and Assumed Liabilities, and notwithstanding any knowledge obtained or obtainable by Buyer as a result of such investigation, Buyer has the unqualified right to rely upon, and has relied upon, each of the representations and warranties expressly made by the Sellers in this Agreement. Such representations and warranties are bargained for assurances.

Section 4.3. Warranties Exclusive. The parties acknowledge that the representations and warranties contained in this Article 4 are the only representations or warranties given by the parties and that all other express or implied warranties are disclaimed. Without limiting the foregoing, and subject to the express representations contained in this Agreement and the last two sentences of Section 4.2(e), Buyer acknowledges that the Acquired Assets are conveyed "AS IS", "WHERE IS" and "WITH ALL FAULTS" and that ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. WITHOUT LIMITING THE FOREGOING THE BUYER ACKNOWLEDGES THAT SELLERS AND SELLERS' AFFILIATES AND THEIR RESPECTIVE RELATED PERSONS HAVE MADE NO REPRESENTATION OR WARRANTY CONCERNING (I) ANY USE TO WHICH THE ACQUIRED ASSETS MAY BE PUT, (II) ANY FUTURE REVENUES, COSTS, EXPENDITURES, CASH FLOW, RESULTS OF OPERATIONS, FINANCIAL CONDITION OR PROSPECTS THAT MAY RESULT FROM THE OWNERSHIP, USE OR SALE OF THE ACQUIRED ASSETS OR THE ASSUMPTION OF THE ASSUMED LIABILITIES, (III) ANY OTHER INFORMATION OR DOCUMENTS MADE AVAILABLE TO BUYER OR ITS AFFILIATES OR RELATED PERSONS OR (IV) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.1, THE CONDITION OF THE ACQUIRED ASSETS INCLUDING, WITHOUT LIMITATION, COMPLIANCE WITH ANY FEDERAL TRADE COMMISSION LAWS OR OTHER LAWS.

Section 4.4. Survival of Representations and Warranties. Notwithstanding anything to the contrary herein, none of the representations or warranties of Sellers set forth in this Agreement or in any certificate or other document delivered pursuant hereto shall survive the Closing.

ARTICLE 5. COVENANTS AND OTHER AGREEMENTS.

Section 5.1. Covenant of Sellers. Sellers covenant that at the request and the sole expense of Buyer, at any time after the Closing Date, Sellers shall promptly execute and deliver such documents, and take other acts, as Buyer or its counsel may reasonably request to effectuate the purposes of this Agreement, including but not limited to procuring, maintaining, perfecting, registering, transferring, evidencing and enforcing the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Acquired Assets.

Section 5.2. Covenants of Buyer.

(a) Consents & Approvals. Buyer shall use all commercially reasonable efforts to obtain all consents and approvals of all governments, and all other Persons, required to be obtained by Buyer to effect the transactions contemplated by this Agreement.

(b) Further Assurances. Buyer shall take, or cause to be taken, all action, and to do, or cause to be done, all things necessary or proper, consistent with applicable law, to consummate and make effective in an expeditious manner the transactions contemplated hereby.

(c) Employees. On the Closing Date, Buyer shall offer to employ the employees of the Seller listed on Schedule 5.2(c).

Section 5.3. Bankruptcy Matters. Sellers and Buyer shall use commercially reasonable efforts to cooperate, assist, and consult with each other to secure the entry of the Sale Order (in form and substance satisfactory to Buyer and Sellers) following the date hereof, and to consummate the transactions contemplated by this Agreement, including furnishing testimony, affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement.

Section 5.4. Limited License. Solely to facilitate the collection of accounts receivable generated by Buyer from the Acquired Assets, Sellers hereby grant to Buyer, from the Closing Date until August 1, 2017, a non-exclusive, fully-paid, royalty-free, non-assignable and non-transferable, non-sublicenseable license to use: (i) the name "Hampshire Group, Limited" and (ii) the vendor numbers set forth on Schedule 5.4.

Section 5.5. Sale of Inventory on Hand; Future Inventory. From time to time and at any time prior to the Closing Date, Sellers may: (a) sell or deliver items of inventory listed on Schedule 1.1(c) in the ordinary course of business and retain the proceeds thereof and (b) pay the purchase price for Future Inventory. On the Business Day prior to Closing, Sellers shall provide to Buyer (y) a final list of the items of Inventory on Hand to be sold to Buyer on the Closing Date, and (x) a final list of any Future Inventory and the aggregate purchase price paid therefor.

Section 5.6. Inventory Count. At Buyer's expense, Buyer may cause a count of all Inventory on Hand to be conducted prior to or immediately the Closing Date in a manner that is reasonably acceptable to Seller.

ARTICLE 6. TAXES.

Section 6.1. Taxes Related to Purchase of Assets. All federal, state, and local sales, transfer, gains, excise, value-added, or other similar Taxes (other than income Taxes of Sellers), including, without limitation, all state and local Taxes (other than income Taxes of Sellers) in connection with the transfer of the Acquired Assets, and all recording and filing fees (collectively, "Transaction Taxes"), that may be imposed by reason of the sale, transfer, assignment and delivery of the Acquired Assets, and are not exempt under § 1146(a) of the Bankruptcy Code, shall be paid by Buyer. Buyer and Sellers agree to cooperate to determine the amount of Transaction Taxes payable in connection with the transactions contemplated under this Agreement. Sellers at Buyer's expense, agree to assist Buyer reasonably in the preparation and filing of any and all required returns for or with respect to such Transaction Taxes with any and all appropriate taxing authorities.

Section 6.2. Cooperation on Tax Matters.

(a) Buyer and Sellers agree to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Acquired Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters and for the answer to any governmental or regulatory inquiry relating to Tax matters.

(b) Buyer agrees to retain possession, at its own expense, of all accounting, business, financial and Tax records and information (i) relating to the Acquired Assets or the Assumed Liabilities that are in existence on the Closing Date and transferred and delivered to Buyer hereunder and (ii) coming into existence after the Closing Date that relate to the Acquired Assets or the Assumed Liabilities before the Closing Date, for a period of at least three years from the Closing Date, and will give Sellers notice and an opportunity to retain any such records in the event that Buyer determines to destroy or dispose of them after such period. In addition, from and after the Closing Date, Buyer agrees that it will provide access to Sellers and their attorneys, accountants and other representatives (after reasonable notice and during normal business hours and without charge) to the books, records, documents and other information relating to the Acquired Assets or the Assumed Liabilities as Sellers may reasonably deem necessary to (x) properly prepare for, file, prove, answer, prosecute and/or defend any such Tax Return, claim, filing, tax audit, tax protest, suit, proceeding or answer or (y) perform duties as debtors and debtors in possession or otherwise administer or complete Sellers' Bankruptcy Case. Such access shall include, without limitation, access to any computerized information retrieval systems relating to the Acquired Assets or the Assumed Liabilities.

Section 6.3. Allocation of Purchase Price and Purchase Price Allocation Forms. Buyer and Sellers agree to allocate the Purchase Price and the Assumed Liabilities among the Acquired Assets as reasonably determined by the parties (the "Allocation"). Sellers and Buyer will cooperate in filing with the Internal Revenue Service their respective Forms 8594 as provided for in Section 1060 of the Code on a basis consistent with the Allocation, and the Allocation shall be reflected on any Tax Returns required to be filed as a result of the transactions contemplated hereby. Sellers and Buyer agree to promptly provide each other with any information necessary to complete such Tax Returns and IRS Forms 8594 (and any corresponding form required to be filed by a state or local taxing authority). Sellers and Buyer shall not take any position on a Tax Return, tax proceeding or audit that is inconsistent with the Allocation except to the extent required otherwise by applicable Law; provided, however, that (i) Buyer's cost for the Acquired Assets may differ from the total amount allocated hereunder to reflect the inclusion in the total cost of items (for example, capitalized acquisition costs) not included in the total amount so allocated and (ii) the amount realized by the Sellers may differ from the total amount allocated hereunder to reflect transaction costs that reduce the amount realized for federal income Tax purposes.

Section 6.4. Tax Payments. Except for Transaction Taxes provided for in Section 6.1, Sellers shall be liable for (a) any Tax payable by the Sellers with respect to the operation of the business associated with the Acquired Assets on or before the Closing Date; (b) any Tax payable by the Sellers with respect to the ownership, possession, purchase, lease, sale, disposition or use of any of the Acquired Assets at any time on or before the Closing Date; and (c) any Tax resulting from the sale of the Acquired Assets to Buyer or otherwise resulting from the transactions contemplated by this Agreement.

ARTICLE 7. CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES.

Section 7.1. Conditions Precedent to Performance by Sellers. The obligation of Sellers to consummate the transactions contemplated by this Agreement is subject to the fulfillment, at or before the

Closing Date, of the following conditions, any one or more of which (other than the condition contained in Section 7.1(c)) may be waived by Sellers in their sole discretion:

(a) Representations and Warranties of Buyer. All representations and warranties made by Buyer in Section 4.2 shall be accurate in all material respects on and as of the Closing Date as if again made by Buyer on and as of such date, except for inaccuracies that do not result in a Material Adverse Effect on Buyer's ability to perform its obligations hereunder, and Sellers shall have received a certificate, dated on the Closing Date and signed by the president, or equivalent, of Buyer, to that effect.

(b) Performance of the Obligations of Buyer. Buyer shall have performed in all material respects all obligations required under this Agreement to be performed by it on or before the Closing Date (except with respect to the obligation to pay the Purchase Price in accordance with the terms of this Agreement, which obligation shall be performed in all respects as required under this Agreement), and Sellers shall have received a certificate dated on the Closing Date and signed by the president, or equivalent, of Buyer, to that effect.

(c) Consents and Approvals. The Bankruptcy Court shall have entered the Sale Order, in form and substance reasonably satisfactory to Buyer and Sellers, and no order staying, reversing, modifying, or amending the Sale Order shall be in effect on the Closing Date.

(d) No Violation of Orders. No preliminary or permanent injunction or other order that declares this Agreement invalid or unenforceable in any respect or which prevents the consummation of the transactions contemplated hereby shall be in effect.

Section 7.2. Conditions Precedent to the Performance by Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which (other than the condition contained in Section 7.2(a)) may be waived by Buyer in its sole discretion:

(a) Consents and Approvals. The Bankruptcy Court shall have entered the Sale Order, in form and substance reasonably satisfactory to Buyer and Sellers, and no order staying, reversing, modifying, or amending the Sale Order shall be in effect on the Closing Date.

(b) No Violation of Orders. No preliminary or permanent injunction or other order that declares this Agreement invalid in any respect or prevents the consummation of the transactions contemplated hereby shall be in effect.

(c) Representations and Warranties of Sellers. All representations and warranties made by Sellers in Section 4.1 shall be accurate in all material respects on and as of the Closing Date as if again made by Sellers on and as of such date, except that all representations qualified by materiality shall be true and correct on and as of the Closing Date as if again made by Sellers on and as of such date, and Buyer shall have received a certificate dated on the Closing Date and signed by the president, or equivalent, of Sellers, to that effect.

(d) Performance of the Obligations of Sellers. Sellers shall have performed in all material respects all obligations required under this Agreement to be performed by it on or before the Closing Date, and Buyer shall have received a certificate dated on the Closing Date and signed by the president, or equivalent, of Sellers, to that effect.

ARTICLE 8. TERMINATION

Section 8.1. Termination. This Agreement may be terminated at any time prior to the Closing Date:

(a) by either Sellers or Buyer if the Closing shall not have occurred by 5:00 p.m (Eastern Time) on January 18, 2017; provided, however, that such date may be extended by Sellers and Buyer upon mutual agreement;

(b) by Sellers if Buyer shall have breached any of its representations, warranties, covenants, or agreements contained in this Agreement which would give rise to the failure of a condition set forth in Article 7, which breach cannot be or has not been cured within ten (10) Business Days after Sellers gives written notice to Buyer specifying such breach;

(c) by Buyer if (i) Sellers shall have breached any of their representations, warranties, covenants, or agreements contained in this Agreement which would give rise to the failure of a condition set forth in Article 7, which breach cannot be or has not been cured within ten (10) Business Days after Buyer gives written notice to Sellers specifying such; or

(d) By the mutual written consent of Sellers and Buyer.

(e) Effect of Termination. In the event of termination of this Agreement as provided in this Section 8.1 above, this Agreement shall forthwith become void and there shall be no liability on the part of either party; provided, however, that in the event this Agreement is terminated pursuant to Section 8.1(a) or (b) and Sellers are not then in breach of Sellers' obligations hereunder, then Sellers shall be entitled to retain the Deposit and all interest thereon as liquidated damages and as their sole and exclusive remedy. Otherwise, in the event of termination of this Agreement, Buyer shall be entitled to return of the Deposit, without any interest thereon. The return of the Deposit by Sellers shall be Buyer's sole remedy in the event of a termination of this Agreement pre-closing due to a breach of Sellers' obligations hereunder.

ARTICLE 9. MISCELLANEOUS.

Section 9.1. Successors and Assigns. Except as otherwise provided in this Agreement, no party hereto shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party hereto, and any such attempted assignment without such prior written consent shall be void and of no force and effect; provided, however, that Buyer may assign this Agreement to an affiliated entity without the consent of Sellers provided that Buyer shall remain liable as guarantor of such assignee's obligations hereunder. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto.

Section 9.2. Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the parties hereto irrevocably elect the Bankruptcy Court as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and the parties hereby consent to the exclusive jurisdiction of the Bankruptcy Court. After Sellers are no longer subject to the jurisdiction of the Bankruptcy Court, the parties hereto irrevocably elect the federal and state courts located in the City of Wilmington, Delaware as the sole judicial forum for the adjudication of any matters arising under or in

connection with this Agreement, and the parties hereby consent to the jurisdiction of any state or federal court located in Wilmington, Delaware.

Section 9.3. Expenses. Except as otherwise provided herein, each of the parties hereto shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including, without limitation, any legal and accounting fees, whether or not the transactions contemplated hereby are consummated. Buyer shall pay any fees, costs, and expenses associated with recording an assignment of any of the Acquired Assets.

Section 9.4. Broker's and Finder's Fees. Each of the parties represents and warrants that it has dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement and no broker, finder or other Person is entitled to any commission, finder's fee, or similar fee in connection with any of these transactions.

Section 9.5. Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void, or unenforceable, such provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

Section 9.6. Notices.

(a) All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on or sent via electronic mail to the party to whom notice is to be given; (ii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (iii) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Sellers:

c/o Hampshire Group, Limited
Attn: William Drozdowski, Interim CFO
1924 Pearman Dairy Road
Anderson, SC 29625
Email: bdrozdowski@grlcapital.com

With a copy to:

Blank Rome LLP
Attn: Louis M. Rappaport and Michael DeBaecke
One Logan Square
Philadelphia, PA 19103
Email: rappaport@blankrome.com
debaecke@blankrome.com

If to Buyer:

The Fashion Exchange LLC

1 West 34th Street, 10th Floor
New York, New York 10001
Attn: Jack Saadia
Email: jack@tfxny.com

With a copy to:

Klestadt Winters Jureller Southard & Stevens, LLP
Attn: Fred Stevens and Brendan Scott
200 West 41st Street, 17th Floor
New York, New York 10018
Email: fstevens@klestadt.com
bscott@klestadt.com

(b) Any party may change its address for the purpose of this Section 9.6 by giving the other party written notice of its new address in the manner set forth above. Notices hereunder may be given by counsel acting on behalf of a party.

Section 9.7. Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation, or warranty of this Agreement.

Section 9.8. Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the transactions contemplated hereby and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All schedules hereto and any documents and instruments delivered pursuant to any provision hereof are expressly made a part of this Agreement as fully as though completely set forth herein.

Section 9.9. Parties in Interest. Nothing in this Agreement is intended to or shall confer any rights or remedies under or by reason of this Agreement on any Persons other than Sellers and Buyer and their respective successors and permitted assigns. Nothing in this Agreement is intended to or shall relieve or discharge the obligations or liability of any third Persons owed to Sellers or Buyer. This Agreement is not intended to nor shall it give any third Persons any right of subrogation or action over or against Sellers or Buyer.

Section 9.10. Headings, Interpretation, Gender. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed followed by the

words “without limitation.” Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Buyer or Sellers, whether under any rule of construction or otherwise. No party to this Agreement shall be considered the draftsman. On the contrary, this Agreement has been reviewed, negotiated and accepted by all parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words so as fairly to accomplish the purposes and intentions of all the parties. The table of contents and the captions and section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. All references in this Agreement to “Section” or “Article” shall be deemed to be references to a Section or Article of this Agreement. All references to “herein” or “hereof” or “hereunder” and similar phrases shall be broadly construed to refer to the entire Agreement and not merely to the specific clause, section, or article.

Section 9.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Delivery of an executed counterpart to this Agreement by facsimile or .pdf shall have the same force and effect as delivery of an original executed counterpart of this Agreement.

ARTICLE 10. DEFINITIONS.

Section 10.1. Certain Terms Defined. As used in this Agreement, the following terms have the following meanings:

“Affiliate” means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under direct or indirect common control with such other Person.

“Business Day” means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in New York, New York are authorized by law or other governmental action to close.

“Code” means the Internal Revenue Code of 1986, as amended.

“IRS” means the Internal Revenue Service.

“Lien” means any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement, other than (a) a lessor’s interest in, and any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement on or affecting a lessor’s interest in, property underlying any leases; (b) any imperfection of title with respect to any asset that does not materially interfere with the present occupancy of such asset and the continuation of the present occupancy of such asset; and (c) such covenants, conditions, restrictions, easements, encroachments or encumbrances that are not created pursuant to mortgages or other financing or security documents, or any other state of facts, that do not materially interfere with the present occupancy of an asset.

“Material Adverse Effect” means a state of facts, event, change or effect on the value of the Acquired Assets that results in a material adverse effect on the value of the Acquired Assets taken as a whole, but excludes any state of facts, event, change or effect caused by events, changes or developments relating to (A) any action of the Sellers pursuant to any order of the Bankruptcy Court entered prior to the date hereof, including, without limitation, orders entered in connection with the sale of the Sellers’ other assets or the liquidation of Sellers’ inventory, the implementation of this Agreement, the transactions contemplated by this Agreement, any ancillary agreements or the announcement thereof; (B) changes or conditions affecting the retail industry generally; (C) changes in economic, regulatory or political

conditions generally; (D) changes resulting from, or from any motion, application, pleading or order filed related to, the Bankruptcy Cases; or (E) any act(s) of war or of terrorism.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government.

“Related Person” means, with respect to any Person, all past, present and future directors, officers, members, managers, stockholders, employees, controlling persons, agents, professionals, attorneys, accountants, investment bankers or representatives of any such Person.

“Subsidiary(ies)” means, when used with respect to any specified Person, any other Person (i) of which the specified Person or any Subsidiary thereof is a general partner, (ii) of which the specified Person or a Subsidiary thereof own at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions for such other Person of which owns the specified person or a Subsidiary thereof, or (iii) that is directly or indirectly controlled by the specified Person or any Subsidiary thereof.

“Taxes” means all taxes, however denominated, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by any government, which taxes shall include all income taxes, payroll and employee withholding, unemployment insurance, social security (or similar), sales and use, excise, franchise, gross receipts, occupation, real and personal property, stamp, transfer, worker’s compensation, customs duties, registration, documentary, value added, alternative or add-on minimum, estimated, environmental (including taxes under section 59A of the Code) and other obligations of the same or a similar nature, whether arising before, on or after the Closing Date; and “Tax” shall mean any one of them.

“Tax Return” means any report, return, information return, filing or other information, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing required to be filed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

[*signature page follows*]

SCHEDULE 1.1(a)
Trademarks

Mark Name	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Current Owner	Renewal Date
NICK DANGER	China	Registered	4658210	05/16/2005	4,658,210	03/28/2009	Hampshire Group, Limited	03/27/2019
NICK DANGER	European Union	Registered	4376034	04/06/2005	4,376,034	03/22/2006	Hampshire Group, Limited	04/30/2025
NICK DANGER	Hong Kong	Registered	300679645	07/13/2006	300,679,645	07/13/2006	Hampshire Group, Limited	07/12/2016
NICK DANGER	Japan	Registered	2005-027305	03/29/2005	4,895,550	09/16/2005	Hampshire Group, Limited	09/16/2025
NICK DANGER	Mexico	Registered	1574498	02/05/2015	1,623,246	03/23/2016	Hampshire Group, Limited	02/05/2025
NICK DANGER	Mexico	Registered	1574497	02/05/2015	1,583,121	10/22/2015	Hampshire Group, Limited	02/05/2025
NICK DANGER	Mexico	Registered	1574499	02/05/2015	1,530,881	04/20/2015	Hampshire Group, Limited	02/05/2025
NICK DANGER	Mexico	Pending					Hampshire Group, Limited	
NICK DANGER (IN CHINESE)	China	Registered	4700392	06/06/2005	4,700,392	01/21/2009	Hampshire Group, Limited	01/20/2019
NICK DANGER'S GARAGE	China	Registered	5400398	06/06/2006	5,400,398	12/07/2009	Hampshire Group, Limited	12/06/2019
NICK DANGER'S GARAGE	Hong Kong	Registered	300679654	07/13/2006	300,679,654	07/13/2006	Hampshire Group, Limited	07/12/2016
SCOTT JAMES	Australia	Registered	1481662	03/20/2012	1,481,662	03/20/2012	Hampshire Group, Limited	03/20/2022
SCOTT JAMES	Canada	Pending	1708676	12/23/2014			Hampshire Group, Limited	
SCOTT JAMES	Canada	Registered	1529608	05/27/2011	TMA906908	06/22/2015	Hampshire Group, Limited	06/22/2030
SCOTT JAMES	European Union	Registered	10084754	06/29/2011	10,084,754	11/18/2011	Hampshire Group, Limited	06/29/2021

Mark Name	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Current Owner	Renewal Date
SCOTT JAMES	Japan	Registered	2011-34319	05/19/2011	5,471,237	02/17/2012	Hampshire Group, Limited	02/17/2022
SCOTT JAMES	Mexico	Pending					Hampshire Group, Limited	
SCOTT JAMES	Mexico	Registered	118572	06/10/2011	1,244,367	06/10/2011	Hampshire Group, Limited	06/10/2021
SCOTT JAMES	Mexico	Registered	1185575	06/10/2011	1,244,368	06/10/2011	Hampshire Group, Limited	06/10/2021
SCOTT JAMES	Mexico	Registered	1574501	02/05/2015	1,531,302	04/21/2015	Hampshire Group, Limited	02/05/2025
SCOTT JAMES	Mexico	Registered	1574500	02/05/2015	1,615,630	02/19/2016	Hampshire Group, Limited	02/05/2025
SCOTT JAMES	Mexico	Registered	1574502	02/05/2015	1,529,670	04/14/2015	Hampshire Group, Limited	02/05/2025
SCOTT JAMES	Russia	Registered	2011738725	11/25/2011	479,805	02/01/2013	Hampshire Group, Limited	11/25/2021
SCOTT JAMES	USA	Registered	85/059365	06/10/2010	3,939,197	03/29/2011	Hampshire Group, Limited	03/29/2021
SCOTT JAMES	USA	Registered	85/704991	08/16/2012	4,337,772	05/21/2013	Hampshire Group, Limited	05/21/2023
SCOTT JAMES	USA	Pending	86/337407	07/15/2014			Hampshire Group, Limited	
SPRING & MERCER	China	Registered	5400397	06/06/2006	5,400,397	10/07/2009	Hampshire Group, Limited	10/06/2019
SPRING & MERCER	Hong Kong	Registered	300679762	07/13/2006	300,679,762	11/13/2006	Hampshire Group, Limited	07/12/2016
SPRING & MERCER	Vietnam	Registered	4-2006-09834	06/23/2006	113,752	06/23/2006	Hampshire Group, Limited	06/23/2016
SPRING + MERCER	Mexico	Registered	1367828	04/24/2013	1,391,613	08/21/2013	Hampshire Group, Limited	04/24/2023
SPRING + MERCER	South Korea	Pending	2012-3070	01/17/2012			Hampshire Group, Limited	
SPRING + MERCER	USA	Registered	78/136488	06/08/2002	3,124,175	08/01/2006	Hampshire Group, Limited	08/01/2016



SCHEDULE 1.1(b)
Assigned Contracts


Installment Purchase and Sale Agreement dated as of February 19, 2014 among Hampshire Group, Limited, Maverick J, LLC, Maverick J, SPE, LLC, Rick Solomon Enterprises, Inc. and Richard Solomon.

Pledge and Security Agreement dated as of February 19, 2014, between Maverick J, LLC, and Hampshire Group, Limited.

Trademark Security Agreement dated as of February 19, 2014, between Maverick J, SPE, LLC, and Hampshire Group, Limited.

Master License Agreement dated as of February 19, 2014 between Maverick J, SPE, LLC and Hampshire Group, Limited (the "Master License Agreement"). The Master License Agreement provides for the license of the following trademarks and brands:

Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Current Owner	Renewal Date
CULTURA	Canada	Pending	1709393	01/05/2015			Maverick J, SPE, LLC	
CULTURA	USA	Pending	86/496299	01/06/2015			Maverick J, SPE, LLC	
CULTURA INTERNATIONAL BY MAVERICK-J	USA	Registered	85/672814	07/10/2012	4,437,293	11/19/2013	Maverick J, SPE, LLC	11/19/2023
	Canada	Pending	1708478	12/22/2014			Maverick J, SPE, LLC	
	Mexico	Registered	1564199	01/08/2015	1,527,217	03/31/2015	Maverick J, SPE, LLC	01/08/2025

Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Current Owner	Renewal Date
	Mexico	Pending	1564201	01/08/2015			Maverick J, SPE, LLC	
J. CAMPBELL	USA	Registered	85/416677	09/07/2011	4,193,320	08/21/2012	Maverick J, SPE, LLC	08/21/2022
J. CAMPBELL	USA	Pending	86/333232	07/10/2014			Maverick J, SPE, LLC	
J. CAMPBELL LOS ANGELES	USA	Pending	86/333237	07/10/2014			Maverick J, SPE, LLC	
JAMES CAMPBELL	Canada	Pending	1708084	12/19/2014			Maverick J, SPE, LLC	
	International	Registered		12/04/2014	1246678	12/04/2014	Maverick J, SPE, LLC	12/04/2024
	Australia	Registered		12/04/2014	1246678	12/04/2014	Maverick J, SPE, LLC	12/04/2024
	China	Pending		12/04/2014			Maverick J, SPE, LLC	
	European Union	Registered		12/04/2014	1246678	12/04/2014	Maverick J, SPE, LLC	12/04/2024
JAMES CAMPBELL	India	Pending		12/04/2014			Maverick J, SPE, LLC	
	Japan	Registered		12/04/2014	1246678	12/04/2014	Maverick J, SPE, LLC	12/04/2024
	Philippines	Registered		12/04/2014	1246678	12/04/2014	Maverick J, SPE, LLC	12/04/2024
	Russia	Registered		12/04/2014	1246678	12/04/2014	Maverick J, SPE, LLC	12/04/2024

Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Current Owner	Renewal Date
	Singapore	Registered		12/04/2014	1246678	12/04/2014	Maverick J, SPE, LLC	12/04/2024
	South Korea	Registered		12/04/2014	1246678	12/04/2016	Maverick J, SPE, LLC	12/04/2026
	Switzerland	Registered		12/04/2014	1246678	12/04/2014	Maverick J, SPE, LLC	12/04/2024
	Turkey	Pending		12/04/2014			Maverick J, SPE, LLC	
JAMES CAMPBELL	USA	Pending	86/333239	07/10/2014			Maverick J, SPE, LLC	
JAMES CAMPBELL	USA	Registered	85/416667	11/07/2011	4193319	08/21/2012	Maverick J, SPE, LLC	08/21/2022
JAMES CAMPBELL	Mexico	Pending	1612124	12/04/2014			Maverick J, SPE, LLC	
JAMES CAMPBELL	Mexico	Pending	1612122	12/04/2014			Maverick J, SPE, LLC	
JAMES CAMPBELL	Mexico	Pending	1612123	12/04/2014			Maverick J, SPE, LLC	
JAMES CAMPBELL	Mexico	Pending	1612121	12/04/2014			Maverick J, SPE, LLC	
MALIBU COWBOY	USA	Registered	77/475977	05/15/2008	3,888,211	12/07/2010	Maverick J, SPE, LLC	12/07/2020

Brands:

CULTURA
 JC LOS ANGELES (JCLA) and J. CAMPBELL LOS ANGELES
 DUKE'S
 M-76

SCHEDULE 1.1(b)

Assigned Contracts (continued)

Exclusive License Agreement dated as of February 20, 2016 between Hampshire Group, Limited and Concorde Apparel LLC

Exclusive License Agreement dated as of August __, 2015 between Hampshire Group, Limited and Zanetti

Exclusive License Agreement dated as of April 1, 2014 between Hampshire Group, Limited and The Garment Group, Inc.

Marketing and Distribution Agreement dated as of October 7, 2015 between Hampshire Group, Limited and Railtown Apparel Group, Ltd.

Exclusive License Agreement dated as of January 6, 2016 between Hampshire Group, Limited and Orientex Ind. Inc.

Exclusive License Agreement dated as of July 3, 2015 between Hampshire Group, Limited and Lifestyle Brands Group LLC

Software Licenses (if transferable) on computers located at the James Campbell office located at: 28632 Roadside Drive, Suite 150, Agoura Hills, CA 91301

SCHEDULE 1.1(c)
Inventory on Hand

[Attached]

ON Hand Inventory @ EOD end of Day 01/11/17

Season	Sum of Qty Inventory	Sum of Amt ON Hand
Fall 14	5	\$ 50.58
Fall 15	5,614	\$ 71,817.33
Fall 16	10,144	\$ 168,707.02
Spring 14	655	\$ 7,806.00
Spring 15	7,548	\$ 87,780.13
Spring 16	20,328	\$ 225,269.73
Spring 17	1,559	\$ 9,251.48
Summer 16	3,722	\$ 47,186.43
Grand Total	49,575	\$ 617,868.70

1- Some Season Styles need ot be carried into 2017

ON Hand Inventory @ EOD end of Day 01/11/17

Season	Qty size Scale Inventory	size Scale	L	M	S	XL	XXL	Grand Total
Fall 14		3XL		2		2	1	5
Fall 15	81			1275	1450	1070	1025	713
Fall 16	509			2750	2291	1295	1918	1381
Spring 14				147	192	160	132	24
Spring 15				3053	1275	540	1919	761
Spring 16	497			5535	4291	3296	4751	1958
Spring 17	75			50	99	781	104	450
Summer 16	146			1093	675	230	910	668
Grand Total	1308			13905	10273	7374	10759	5956

49575

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1/11/2017

ON Hand Inventory by Style - color - Season - size Scale - Est Price 01/11/17												
Season	Description	ON Hand Qty by Size Scale										Est Total
		3XL	L	M	S	XL	XXL	Grand Total	Est cost	Est Total		
Fall 15	Albany - S/S Knits	3	1	49	15	1	69	8.55	\$	589.95		
Fall 15	Albany - S/S Knits	8	2	2	37	2	52	8.55	\$	444.60		
Fall 15	Albany - S/S Knits	5	25	5	16	2	66	8.55	\$	564.30		
Fall 15	Albany - S/S Knits	2	43	9	28	16	118	8.55	\$	1,008.90		
Fall 15	Albany - S/S Knits	49	33	24	39	20	165	8.55	\$	1,410.75		
Fall 15	Albany - S/S Knits	117	67	19	96	41	340	12.79	\$	4,348.60		
Fall 15	Pilsen - S/S Woven	146	75	22	118	57	418	10.77	\$	4,501.86		
Spring 15	Cavett Plaid - S/S Woven	37	9	2	28	20	96	22.47	\$	2,157.12		
Spring 15	Breville - S/S Woven	65	42	28	9	13	157	23.52	\$	3,692.64		
Fall 15	PARADIGM CHECK LONG SLEEVE WOVEN	47	39	24	39	23	172	23.91	\$	4,112.52		
Fall 15	Anju Plaid - L/S Woven	35	26	13	34	21	129	23.91	\$	3,084.39		
Fall 15	Anju Plaid - L/S Woven	26	8	15	17	21	87	25.78	\$	2,242.86		
Fall 15	BAXTER PLAID LONG SLEEVE WOVEN	4	71	85	2	10	14	10.38	\$	145.32		
Fall 15	Bastille Stripe - S/S Woven	6	101	111	1	2	221	13.08	\$	2,066.64		
Fall 15	Sadie - L/S Woven	97	101	111	1	2	221	12.82	\$	2,833.22		
Fall 15	Remino - L/S Woven	1	101	111	1	2	221	14.92	\$	1,506.92		
Fall 15	Camiroso - L/S Woven	1	101	111	1	2	221	14.92	\$	1,506.92		
Fall 15	Camiroso - L/S Woven	1	101	111	1	2	221	15.86	\$	475.80		
Fall 15	Fitz - L/S Woven	50	91	82	33	11	267	13.85	\$	3,697.95		
Fall 15	Savoy - L/S Woven	4	162	141	60	137	548	13.54	\$	7,419.92		
Fall 15	Lynx - L/S Woven	6	5	4	3	2	18	10.65	\$	127.80		
Fall 15	Kabud - L/S Woven	6	5	4	3	2	18	18.89	\$	340.02		
Fall 15	Sedona - L/S Outerwear	6	3	1	3	2	15	18.89	\$	283.35		
Fall 15	Sedona - L/S Outerwear	2	1	21	3	5	29	10.47	\$	303.63		
Fall 15	Collins - L/S Woven	8	16	6	10	3	45	27.74	\$	1,248.30		
Fall 15	Sikina - L/S Woven	4	11	8	11	3	37	27.74	\$	1,026.38		
Fall 15	Jax - L/S Woven	11	39	26	16	7	120	27.74	\$	3,328.80		
Fall 15	Ergo - L/S Woven	20	6	3	33	17	79	11.16	\$	11.16		
Spring 15	BULK BUY PAULEY PLAID SHIRT	1	1	1	1	1	5	10.83	\$	855.57		
Spring 15	Ritts Plaid - S/S Woven	1	1	1	1	1	5	10.89	\$	32.67		
Spring 15	Ritts Plaid - S/S Woven	1	1	1	1	1	5	11.8	\$	23.60		
Spring 15	NORDSTROM KUEHL OXFORD	8	8	8	8	8	32	11.84	\$	213.12		
Spring 15	Salas - S/S Woven	17	1	1	1	1	20	11.9	\$	11.90		
Spring 15	Salas - S/S Woven	17	1	1	1	1	20	10.83	\$	498.18		
Spring 15	Peake Plaid - S/S Woven	82	40	11	67	31	231	11.31	\$	2,612.61		
Spring 15	Pauley Plaid - S/S Woven	5	5	5	5	5	20	7.07	\$	494.90		
Spring 16	OW73414SP CVC GALILEO SS SHIRT	2	2	2	2	2	8	6.74	\$	20.22		
Spring 16	GORDMANS 1WM4167S CULTURA BARON CHECK PAISLEY	1	1	1	1	1	4	6.74	\$	20.22		

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Season	Item Description	SKU	Color	Material	Quantity	Unit Price	Total Price
Spring 14	Balley - L/S Woven	711575	NAVY		16	13	14.54
Spring 14	Chev Stripe Polo - S/S Knits	711756	CORAL		88	27	9.46
Spring 14	Danza Stripe - S/S Knits	711826	BLACK		25	25	11.7
Spring 14	Castro - S/S Knits	712626	BLACK		42	38	11.84
Spring 14	Castro - S/S Knits	712626	COAL		32	32	11.84
Spring 14	Bannock - L/S Woven	715735	BLUE		4	9	16.84
Spring 14	Scio - L/S Woven	715745	WHITE		3	8	17.08
Spring 14	Alamosa - L/S Woven	715805	NAVY		29	8	19.3
Spring 14	Jameson Check - L/S Woven	715855	NAVY		10	8	13.54
Spring 15	Chev Stripe Polo - S/S Knits	7131756	BERRY		1	1	7.57
Spring 15	Chev Stripe Polo - S/S Knits	7131756	BLACK		1	1	7.57
Fall 15	Soder - L/S Woven	7134145	BLACK		76	25	10.55
Fall 15	Soder - L/S Woven	7134145	BLUE		114	2	10.55
Spring 15	Abilene - S/S Woven	7135154	NAVY		1	1	7.99
Spring 15	Standish - S/S Woven	7135524	SKY		4	20	9.29
Fall 15	Plato Plaid - L/S Woven	7137035	WINE		56	30	17.29
Spring 15	Winston - L/S Woven	7137955	AERO		129	72	8.76
Spring 15	Winston - L/S Woven	7137955	AMERICANA		127	63	8.76
Spring 15	Winston - L/S Woven	7137955	NAVY		12	43	8.76
Spring 15	ARCADIA LONG SLEEVE SOLID OXFORD	7138045	NAVY		1	1	12.71
Spring 15	Daytona - S/S Woven	7138174	BLACK		48	14	9.1
Spring 15	Lancaster - L/S Woven	7138185	WHITE		119	67	11.27
Spring 15	Carrizo Stripe - L/S Woven	7138195	WHITE		6	6	8.76
Spring 15	TAFT LONG SLEEVE SOLID OXFORD	7138325	NAVY		1	1	12.58
Spring 15	Camas - S/S Woven	7138424	NAVY		1	7	8.23
Spring 15	JC KNELL SS WOVEN	7138484	NAVY		34	6	10.51
Spring 15	Coltrane Stripe - L/S Woven	7138875	WATER		81	84	11.52
Spring 15	Corsan Plaid - L/S Woven	7138905	BLUE		96	62	26.32
Spring 15	Lithgow Plaid - L/S Woven	7138915	RED		34	27	25.21
Spring 15	Firth Plaid - L/S Woven	7138965	KHAKI		4	16	37.11
Spring 15	HERNANDEZ - S/S PRINTED WOVEN	7139094	NAVY		9	1	22.9
Spring 15	Lima Plaid - S/S Woven	7139154	GREY		11	11	21.65
Spring 15	Rink Plaid - S/S Woven	7139964	NAVY		3	8	9.93
Spring 15	Boney Plaid - S/S Woven	7139984	NAVY		57	4	9.79
Spring 17	Chev Stripe Polo - S/S Knits	7KJ3175P	BLACK		2	5	5.8
Spring 17	Chev Stripe Polo - S/S Knits	7KJ3175P	GREY		28	104	5.8
Spring 17	Chev Stripe Polo - S/S Knits	7KJ3175P	NAVY		7	211	5.8
Spring 17	Chev Stripe Polo - S/S Knits	7KJ3175P	OCEAN		8	79	5.8
Spring 17	Chev Stripe Polo - S/S Knits	7KJ3175P	RED		1	1	5.8
Spring 17	Chev Stripe Polo - S/S Knits	7KJ3175P	WHITE		1	1	5.8
Spring 16	Laguna Polo - S/S Knits	7KJ4251P	BLACK		30	30	10.93

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Season	Item Description	SKU	12	129	100	76	112	74	503	10.93	\$	5,497.79
Spring 16	Laguna Polo - S/S Knits	7KJ4251P CELERY								10.93	\$	382.55
Spring 16	Laguna Polo - S/S Knits	7KJ4251P DENIM		1	30	30	4	4	35	10.93	\$	4,951.29
Spring 16	Laguna Polo - S/S Knits	7KJ4251P FLAMINGO	12	101	84	73	102	81	453	10.93	\$	5,235.47
Spring 16	Laguna Polo - S/S Knits	7KJ4251P LAVENDER	13	121	96	69	106	74	479	10.93	\$	5,661.74
Spring 16	Laguna Polo - S/S Knits	7KJ4251P SKY	10	131	94	82	128	73	518	10.93	\$	240.46
Spring 16	Laguna Polo - S/S Knits	7KJ4251P WHITE	2	57	31	6	38	15	147	8.13	\$	1,195.11
Spring 15	Elmira - S/S Woven	7N38404 BLACKCOMBO								7.7	\$	7.70
Spring 15	Fahey Stripe - S/S Woven	7N38494 NAVYCOMBO								23.25	\$	627.75
Spring 15	NORSTROM SS WOVEN HERNANDEZ	7N39094 NAVYCOMBO	8	5	2	8	4	4	27	7.91	\$	7.91
Spring 15	Chex Stripe Polo - S/S Knits	7S31756 NAVY								7.94	\$	23.82
Spring 15	Abilene - S/S Woven	7S35154 NVYCOMB								10.53	\$	21.06
Fall 14	STEINMART JC SODER WOVEN SHIRT 100% CTN	7T34145 BLUE								9.41	\$	235.25
Spring 16	NORSTROM RACK 7W738175 SS WOVEN SHIRT DAYTON	7W738175Y BLACK	4	26	15	28	300	1	1,013	8.11	\$	592.03
Spring 16	Grommet - S/S Woven	7W73930S BLACK	5	64	49	33	58	34	243	7.9	\$	8,002.70
Spring 16	Grommet - S/S Woven	7W73930SY BLACK								12.03	\$	2,923.29
Spring 16	Zona - S/S Woven	7W74136S COFFEE	5	64	49	33	58	34	243	15.29	\$	1,177.33
Fall 15	Halcyon Dot - L/S Woven	7W74143LN OCEAN								8.11	\$	89.21
Spring 16	7W74156S MECA PLAID SHIRT	7W74156S BLACK	5	37	31	33	39	27	170	10.94	\$	1,859.80
Spring 16	Aquin Plaid - S/S Woven	7W74158S BLACK	3	70	57	45	81	32	291	10.94	\$	3,183.54
Spring 16	Aquin Plaid - S/S Woven	7W74158S NAVY	6	70	57	45	81	32	291	10.96	\$	164.40
Spring 16	Aquin Plaid - S/S Woven	7W74158SN BLACK	7	7	2				15	9.15	\$	338.55
Fall 16	Tolleson Plaid - S/S Woven	7W74160S SADDLE	11	13	1	12			37	12.22	\$	818.74
Spring 16	Salvage - L/S Woven	7W74172L SKY	10			57			67	10.47	\$	4,837.14
Spring 16	Barnes Stripe - S/S Woven	7W74178S DENIM	12	116	93	67	104	70	462	10.5	\$	462.00
Spring 16	Barnes Stripe - S/S Woven	7W74178SN DENIM	3	14	8	1	12	6	44	28.62	\$	543.78
Spring 16	Coir - L/S Woven	7W74180L WHITE	1	9	5	4			19	29.05	\$	406.70
Spring 16	Coir - L/S Woven	7W74180LN WHITE	6	6	2				14	18.01	\$	1,260.70
Spring 16	Glencoe Check - S/S Woven	7W74216S BLUE	12	1	18	10	3	26	70	18.03	\$	2,037.39
Spring 16	Glencoe Check - S/S Woven	7W74216SN BLUE	54	21	27	11			113	12.77	\$	830.05
Fall 16	7W74274L SPIRO LS YD WOVEN	7W74274L BLACK	7	17	19	12	2	8	65	26.2	\$	1,545.80
Fall 16	Vito - L/S Woven	7W74343L COAL	2	16	14	4	20	3	59	30.47	\$	1,279.74
Fall 16	El Gusto - S/S Woven	7W74370S BLACK	5	10	12	5	10	12	42	30.59	\$	6,576.85
Fall 16	El Gusto - S/S Woven	7W74370SN BLACK	1	66	32	4	76	36	215	30.64	\$	3,860.64
Fall 16	La Cita - L/S Woven	7W74375L BLACK	1	44	28	14	28	11	126	30.76	\$	3,076.00
Fall 16	La Cita - L/S Woven	7W74375LN BLACK	35	20	3	30	12		100	13.97	\$	3,604.26
Fall 16	Corsarios - L/S Woven	7W74394L NAVY	20	76	55	40	31	36	258	20.87	\$	2,796.58
Fall 16	Felipe - S/S Woven	7W74399S BLACK	12	36	29	18	20	19	134	20.99	\$	2,182.96
Fall 16	Felipe - S/S Woven	7W74399SN BLACK	1	28	26	2	29	18	104	22.71	\$	2,452.68
Fall 16	Padre - S/S Woven	7W74400S MERLOT	15	24	25	21			108	22.68	\$	1,701.00
Fall 16	Padre - S/S Woven	7W74400SN MERLOT	1	20	8	2	34	10	75	16.12	\$	3,820.44
Fall 16	Luca - L/S Woven	7W74405L BLUE	62	48	34	32	61		237			

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Fall 16	Luca - S/S Woven	7W744055 BLUE	35	25	12	21	7	100	9.28	\$ 928.00
Fall 16	San - S/S Woven	7W744065 COAL	4	18	10	5	7	52	29.13	\$ 1,514.76
Summer 16	Opera Plaid - S/S Woven	7W744165 BLACK	7	16	28	2	30	92	10.6	\$ 975.20
Summer 16	Opera Plaid - S/S Woven	7W74416SN BLACK	4	4	3	4	2	17	10.55	\$ 179.35
Summer 16	Ardis Plaid - S/S Woven	7W744205 WHITE	7	16	33	2	34	124	10.07	\$ 1,248.68
Summer 16	Ardis Plaid - S/S Woven	7W74420SN WHITE	5	5	3	4	4	17	10.02	\$ 170.34
Spring 16	Pilsen - S/S Woven	7W833395 SKY	5	44	36	27	42	182	12.1	\$ 2,202.20
Spring 16	7W833395NORDSTROM RACK PILSEN SKY	7W833395Y SKY				1		1	11.53	\$ 11.53
Spring 16	Knell - S/S Woven	7W833485 NAVY	7	24	23	46	87	233	8.11	\$ 1,889.63
Spring 16	Reno - S/S Woven	7W839145 NAVY	3	19	20	49	16	124	11.5	\$ 1,426.00
Fall 16	Tolson - L/S Woven	7W84183L DENIM	33	39	13	15	8	108	24.72	\$ 2,669.76
Fall 16	7W84183LY TOLSON L/S WOVEN	7W84183LY DENIM	16	3			1	20	9.15	\$ 183.00
Spring 16	Barlow - S/S Woven	7W841975 MIDNIGHT	1			1		2	34.47	\$ 68.94
Summer 16	Rabaul - S/S Woven	7W842305 MIDNIGHT	10	87	56	11	63	273	13.45	\$ 3,671.85
Summer 16	Rabaul - S/S Woven	7W84230SN MIDNIGHT	4	4	2	4	2	12	14.01	\$ 168.12
Spring 16	Boca - S/S Woven	7W842425 INK	1	6	4	3	3	14	28.52	\$ 399.28
Fall 16	La Vaquero - L/S Woven	7W84358L BLUE	24	28	9	6	6	73	9.18	\$ 670.14
Summer 16	Enka - S/S Woven	7W844145 SKY	7	127	80	32	146	508	10.7	\$ 5,435.60
Summer 16	Wittay - S/S Woven	7W84421SN SKY	5	36	16	3	11	97	11.96	\$ 1,160.12
Spring 16	Abilene - S/S Woven	7W935155 NAVY	11	99	65	32	85	349	9.53	\$ 2,496.86
Spring 16	Abilene - S/S Woven	7W935155 WHITE	10	165	134	104	156	672	9.53	\$ 6,404.16
Spring 16	Abilene - S/S Woven	7W935155Y NAVY	67	9	7	28	11	122	7.9	\$ 963.80
Spring 16	Standish - S/S Woven	7W935525 DENIM	8	101	76	31	92	366	9.05	\$ 3,312.30
Spring 16	Standish - S/S Woven	7W935525 SKY	11	99	65	32	85	349	9.11	\$ 3,179.39
Spring 16	Standish - S/S Woven	7W935525 WHITE	7	93	71	52	84	360	9.11	\$ 3,279.60
Spring 16	Standish - S/S Woven	7W93552SN DENIM	60	282	144	346	117	949	9.37	\$ 8,892.13
Spring 16	Standish - S/S Woven	7W93552SN SKY	49	266	139	294	94	842	9.37	\$ 7,889.54
Spring 16	Standish - S/S Woven	7W93552SN WHITE	48	89	23	6	131	335	9.37	\$ 3,138.95
Spring 16	Findlay Stripe - S/S Woven	7W938355 BLUE	9			47	5	61	9.39	\$ 572.79
Spring 16	Rink Plaid - S/S Woven	7W939965 NAVY	10	105	83	62	93	415	10.29	\$ 4,270.35
Spring 16	Rink Plaid - S/S Woven	7W939965Y NAVY	23	12	2	19	4	60	10.11	\$ 606.60
Summer 16	Kabud - S/S Woven	7W940685 BLACK	7	23	8	7	1	21	9.96	\$ 209.16
Summer 16	Kabud - S/S Woven	7W940685 WATER	7	23	29	24	57	223	9.96	\$ 2,221.08
Summer 16	Kabud - S/S Woven	7W94068SN BLACK	6	3	4	4	3	20	9.91	\$ 198.20
Spring 16	Bistro - S/S Woven	7WL4177S BLUE	7	2	9	45	27	90	9.08	\$ 817.20
Spring 16	Bistro - S/S Woven	7WL4177S MIDNIGHT	1	1	1	94	1	103	9.08	\$ 935.24
Spring 16	Bistro - S/S Woven	7WL4177S PUNCH	8	26	37	53	30	187	9.08	\$ 1,697.96
Spring 16	Bistro - S/S Woven	7WL4177SN BLUE	7	14	15	5	4	48	10.26	\$ 492.48
Spring 16	Bistro - S/S Woven	7WL4177SN PUNCH			1			1	10.26	\$ 10.26
Spring 17	Ellerbe - S/S Woven	7WL4278S RED	11	8	5	8	8	32	12.34	\$ 394.88
Summer 16	Ellerbe - S/S Woven	7WL4278SN RED	22	136	76	97	43	374	14.1	\$ 5,273.40

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Season	Item Description	Color	22	30	10	20	10	92	9.18	\$	844.56
Fall 16	Catasa Plaid - L/S Woven	WHITE	1	12	1	3		17	9.15	\$	155.55
Fall 16	7WM3650LY CATASA PLAID L/S WOVEN	WHITE	9	111	97	59	102	378	9.79	\$	3,700.62
Spring 16	Turlock Plaid - S/S Woven	BLACK	5	91	66	35	81	278	9.79	\$	2,721.62
Spring 16	Turlock Plaid - S/S Woven	WHITE	1012	752	372	654	1	2,791	9.6	\$	26,793.60
Spring 16	NORDSTROM RACK 7WM3821S TURLOCK PLAID	BLACK	483	468	363	286	6	1,606	9.6	\$	15,417.60
Spring 16	NORDSTROM RACK 7WM3821S TURLOCK PLAID	WHITE	60	62	26	57	22	227	9.92	\$	2,251.84
Fall 16	7WM3915S LIMA	GREY	11					11	7.67	\$	84.37
Fall 16	7WNM3915SS LIMA PLAID SHORT SLEEVE SHIRT	GREY	13	5		6		24	9.74	\$	233.76
Spring 16	Lima Plaid - S/S Woven	GREY						1	10.35	\$	10.35
Spring 16	7WM3916S NORDSTROM RACK CLINTON PLAID	BLUE	8	93	98	34	105	395	8.47	\$	3,345.65
Fall 15	Weck Check - S/S Woven	NAVY	1	1	1	1		4	10.35	\$	41.40
Spring 16	Pauley Plaid - S/S Woven	INK	96	104	41	130	65	445	7.63	\$	3,395.35
Fall 15	Savoy Plaid - S/S Woven	BLACK	30	23	6	27	5	91	9.94	\$	904.54
Spring 16	Wells Plaid - S/S Woven	MOOD INDIGO	4	48	41	33	47	201	8.06	\$	1,620.06
Spring 16	Vera Plaid - S/S Woven	BLUE	3	12		4	4	23	7.9	\$	181.70
Spring 16	Vera Plaid - S/S Woven	BLUE	8	12	30	55	5	110	12.38	\$	1,361.80
Fall 16	Serif Plaid - L/S Woven	DENIM	31	21	3	20	21	96	12.48	\$	1,198.08
Spring 16	Serif Plaid - L/S Woven	DENIM	2		5		5	12	9.15	\$	109.80
Fall 16	7WM4175LY SERIF PLAID L/S WOVEN	DENIM	5	62	57	53	63	285	10.95	\$	3,120.75
Spring 16	Bruno Plaid - S/S Woven	BLACK	5	5	1	3	1	15	30.16	\$	452.40
Spring 16	Zond Plaid - L/S Woven	NAVY	10	16	12		2	40	31.11	\$	1,244.40
Fall 16	Kelley Plaid - L/S Woven	BLUE	2		3	10	8	31	31.11	\$	964.41
Fall 16	Kelley Plaid - L/S Woven	RED	4	4	1	54	1	69	17.79	\$	1,227.51
Spring 16	Cedar Plaid - L/S Woven	RED	9		4	8		12	42.51	\$	510.12
Spring 16	Fermob Plaid - L/S Woven	BLUE	3	22	22	19	18	106	9.86	\$	1,045.16
Fall 16	Dodo Plaid - S/S Woven	BLUE	3	21	21	11	26	103	9.86	\$	1,015.58
Fall 16	Dodo Plaid - S/S Woven	RED	51	38	11	38	11	149	8.29	\$	1,235.21
Fall 16	Dodo Plaid - S/S Woven	BLUE	4	26	47	43	34	194	9.91	\$	1,922.54
Spring 16	Chimata Plaid - S/S Woven	BROWN	2		13	9	2	26	9.91	\$	257.66
Spring 16	Chimata Plaid - S/S Woven	ORANGE	2	8	3	5	6	28	17.37	\$	486.36
Spring 16	Donegal Plaid - S/S Woven	NAVY	2	17	7	3	14	48	9.71	\$	466.08
Summer 16	Greer Plaid - S/S Woven	GREY	12	143	71	115	24	365	11.24	\$	4,102.60
Summer 16	Greer Plaid - S/S Woven	GREY	4	2	13	6	16	50	13.85	\$	692.50
Spring 16	7WM4273SC KEOTA PLAID SS WOVEN SHIRT	BLUE	8	87	51	35	43	224	13.27	\$	2,972.48
Summer 16	Keota Plaid - S/S Woven	BLUE	8	2	23	45	19	126	10.32	\$	1,300.32
Spring 16	Yesler Plaid - S/S Woven	WHITE	6	133	66	5	87	325	10.4	\$	3,380.00
Spring 16	Yesler Plaid - S/S Woven	WHITE	9	36	51	27	33	156	10.29	\$	1,605.24
Spring 16	Poston Plaid - S/S Woven	BLUE	6	121	70	4	91	323	10.36	\$	3,346.28
Spring 16	Poston Plaid - S/S Woven	BLUE	53	29	5	51	18	156	25.84	\$	4,031.04
Fall 16	Chucho Plaid - L/S Woven	BLACK	2	7	3	1	3	16	9.18	\$	146.88
Fall 16	Bueno Check - L/S Woven	BLACK									

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Season	Description	Color	Material	Quantity	Unit Price	Total Price
Fall 16	Bueno Check - L/S Woven	NAVY	7WM4347L	29	9.18	\$ 266.22
Fall 16	Carbon Check - L/S Woven	NAVY	7WM4348L	296	11.35	\$ 3,359.60
Fall 16	Destino - L/S Woven	INK	7WM4353L	270	41.09	\$ 11,094.30
Fall 16	Destino - L/S Woven	INK	7WM4353LN	15	41.55	\$ 623.25
Fall 16	Scot Vaquero - L/S Woven	FOREST	7WM4357L	206	9.18	\$ 1,891.08
Fall 16	Brilanti - L/S Woven	BLACK	7WM4363L	367	20.08	\$ 7,369.36
Fall 16	Brilanti - L/S Woven	NAVY	7WM4363L	253	20.08	\$ 5,080.24
Fall 16	Fresco Check - L/S Woven	BLACK	7WM4365L	190	11.68	\$ 2,219.20
Fall 16	7WM4367SN MODA CHECK SS YD WOVEN	DENIM	7WM4367SN	289	9.12	\$ 2,635.68
Fall 16	Esse - S/S Woven	OCEAN	7WM4390S	93	26.74	\$ 2,486.82
Fall 16	Esse - S/S Woven	OCEAN	7WM4390SN	54	26.86	\$ 1,450.44
Fall 16	La Joya - S/S Woven	BLUE	7WM4391S	40	26.36	\$ 1,054.40
Fall 16	La Joya - S/S Woven	RED	7WM4391S	64	26.36	\$ 1,687.04
Fall 16	La Joya - S/S Woven	BLUE	7WM4391SN	215	26.86	\$ 5,774.90
Fall 16	La Joya - S/S Woven	RED	7WM4391SN	176	26.86	\$ 4,727.36
Fall 16	7WM4392L TECATE LS YD WOVEN	NAVY	7WM4392L	12	9.02	\$ 108.24
Fall 16	Tecate - S/S Woven	NAVY	7WM4392S	12	9	\$ 108.00
Fall 16	Tecate - S/S Woven	NAVY	7WM4392SN	22	9.12	\$ 200.64
Fall 16	Cortez - L/S Woven	INK	7WM4403L	298	11.13	\$ 3,316.74
Summer 16	Annie Plaid - S/S Woven	NAVY	7WM4412S	262	10.32	\$ 2,703.84
Summer 16	Annie Plaid - S/S Woven	NAVY	7WM4412SN	14	10.42	\$ 145.88
Summer 16	Roper Plaid - S/S Woven	BLACK	7WM4413S	64	10.07	\$ 644.48
Summer 16	Roper Plaid - S/S Woven	BLACK	7WM4413SN	115	10.02	\$ 1,152.30
Summer 16	Getafe Plaid - S/S Woven	BLUE	7WM4417SN	11	10.04	\$ 110.44
Spring 16	Linfield - L/S Woven	BLUE	7WO4204L	49	27.16	\$ 1,330.84
Spring 16	Hamm - S/S Woven	BLUE	7WP3862S	68	9.88	\$ 671.84
Spring 16	Hamm - S/S Woven	BLUE	7WP3862SN	123	9.8	\$ 1,205.40
Spring 16	Hernandez - S/S Woven	NAVY	7WP3909S	12	9.61	\$ 115.32
Spring 16	Remini - S/S Woven	BLUE	7WP3910S	156	9.53	\$ 1,486.68
Fall 15	7WP3924SN NORDSTROM S/S WOVEN NEVE	BLACK	7WP3924SN	526	8.95	\$ 4,707.70
Spring 16	Breville - S/S Woven	NAVY	7WP3982S	334	9.52	\$ 3,179.68
Fall 16	Rorke - L/S Woven	WATER	7WP4058L	316	9.18	\$ 2,900.88
Spring 16	Rory - S/S Woven	BLUE	7WP4100S	8	9.68	\$ 77.44
Fall 16	7WP4102LS SIKINA L/S WOVEN	BLUE	7WP4102LS	15	9.13	\$ 136.95
Spring 16	Dex - S/S Woven	BLACK	7WP4150S	94	9.32	\$ 876.08
Spring 16	Dex - S/S Woven	NAVY	7WP4150S	93	9.32	\$ 866.76
Spring 16	Dex - S/S Woven	NAVY	7WP4150SN	25	9.97	\$ 249.25
Spring 16	Atlas - S/S Woven	FLAMINGO	7WP4200S	84	28.61	\$ 2,403.24
Spring 16	NORDSTROM 7WP4200S ATLAS	BLUE	7WP4200SN	20	28.66	\$ 573.20
Spring 16	Bixby - S/S Woven	WHITE	7WP4205S	41	9.33	\$ 382.53
Spring 16	Gaines - S/S Woven	NAVY	7WP4206S	64	9.02	\$ 577.28

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Season	Style	Color	Material	QTY	Unit Price	Total Price
Spring 16	7WP4206SN	NAVY	Gaines - S/S Woven	11	10.3	\$ 113.30
Spring 16	7WP4220L	BLUE	Resin - L/S Woven	60	30.42	\$ 1,825.20
Spring 16	7WP4233S	BLACK	Pristine - S/S Woven	26	9.23	\$ 239.98
Spring 16	7WP4233SN	BLACK	Pristine - S/S Woven	31	28.95	\$ 897.45
Spring 16	7WP4240S	NAVY	Oasis - S/S Woven	255	9.23	\$ 2,353.65
Summer 16	7WP4268S	BLACK	Tucumcari - S/S Woven	12	9.33	\$ 111.96
Summer 16	7WP4268SN	BLACK	Tucumcari - S/S Woven	129	25.24	\$ 3,255.96
Fall 16	7WP4269S	BLACK	Pampa - S/S Woven	89	9.51	\$ 846.39
Summer 16	7WP4270S	BLUE	Kelton - S/S Woven	33	22.27	\$ 734.91
Summer 16	7WP4270SN	BLUE	Kelton - S/S Woven	153	22.34	\$ 3,418.02
Summer 16	7WP4271SN	BLUE	Altus - S/S Woven	79	24.02	\$ 1,897.58
Spring 16	7WP4288S	GREY	Wright Coins - S/S Woven	47	10.22	\$ 480.34
Spring 16	7WP4288SN	GREY	Wright Coinc - S/S Woven	266	10.29	\$ 2,737.14
Spring 16	7WP4289S	NAVY	Sturgis - S/S Woven	75	9.09	\$ 681.75
Spring 16	7WP4289SN	NAVY	Sturgis - S/S Woven	115	10.29	\$ 1,183.35
Fall 16	7WP4407S	RED	Virgo - S/S Woven	49	9.2	\$ 450.80
Summer 16	7WP4418S	BLACK	Lorenzo - S/S Woven	435	10.48	\$ 4,558.80
Fall 15	7WR4139S	OCEAN	Bach - S/S Woven	150	8.83	\$ 1,324.50
Fall 15	7WR4139SN	OCEAN	7WR4139SN NORDSTROM S/S WOVEN BACH	22	8.95	\$ 196.90
Spring 16	7WR4226L	BLACK	Upton - L/S Woven	147	37.73	\$ 5,546.31
Spring 16	7WR4226L	DENIM	Upton - L/S Woven	144	37.73	\$ 5,433.12
Spring 16	7WR4226L	FLAMINGO	Upton - L/S Woven	189	37.73	\$ 7,130.97
Spring 16	7WR4226L	WHITE	Upton - L/S Woven	138	37.73	\$ 5,206.74
Spring 16	7WR4226LN	DENIM	Upton - L/S Woven	18	37.79	\$ 680.22
Spring 16	7WR4226LN	FLAMINGO	Upton - L/S Woven	12	37.79	\$ 453.48
Fall 16	7WW3414L	BLUE	Soder - L/S Woven	11	9.18	\$ 100.98
Fall 16	7WW3703LY	WINE	Plato Plaid - L/S Woven	35	9.15	\$ 320.25
Fall 16	7WW4022L	NAVY	7WW4022L REXON L/S WOVEN	38	9.18	\$ 348.84
Fall 16	7WW4022LS	NAVY	7WW4022LS REXON L/S WOVEN	22	9.18	\$ 201.96
Fall 16	7WW4025L	NAVY	Eclipse Plaid - L/S Woven	146	9.18	\$ 1,340.28
Fall 16	7WW4025LS	NAVY	Eclipse Plaid - L/S Woven	37	9.18	\$ 339.66
Fall 16	7WW4028LS	SCARLET	Anju Plaid - L/S Woven	23	9.18	\$ 211.14
Fall 16	7WW4028LY	NAVY	7WW4028LY ANJU PLAID L/S WOVEN	44	9.15	\$ 402.60
Fall 16	7WW4033LS	COAL	7WW4033LS CAMILLA PLAID L/S WOVEN	16	9.18	\$ 146.88
Fall 16	7WW4035L	MIDNIGHT	Dalton Plaid - L/S Woven	195	9.18	\$ 1,790.10
Fall 16	7WW4037LY	WATER	7WW4037LY BAXTER PLAID L/S WOVEN	22	9.15	\$ 201.30
Fall 16	7WW4330L	BLACK	Fausto Check - L/S Woven	114	9.13	\$ 1,040.82
Fall 16	7WW4330LN	BLACK	Fausto Check - L/S Woven	51	9.53	\$ 486.03
Fall 16	7WW4330LN	BLUE	Fausto Check - L/S Woven	14	9.53	\$ 133.42
Fall 16	7WW4335L	BLUE	Dover Plaid - L/S Woven	225	19.99	\$ 4,497.75
Fall 16	7WW4336L	BLUE	Gonzalo Plaid - L/S Woven	237	19.84	\$ 4,702.08

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Fall 16	Gonzalo Plaid - L/S Woven																							143	19.84	\$	2,837.12		
Fall 16	7WW4337LN PRIMO PLAID LS YD WOVEN																							235	10.73	\$	2,521.55		
Fall 16	Santa Barbara Plaid - L/S Woven																							17	10.4	\$	176.80		
Fall 16	Santa Barbara Plaid - L/S Woven																							20	10.37	\$	207.40		
Fall 16	Santiago Plaid - L/S Woven																							51	19.99	\$	1,019.49		
Fall 16	7WW4339LN SANTIAGO PLAID LS YD WOVEN																							289	19.96	\$	5,768.44		
Fall 16	7WW4340L CHUY PLAID LS YD WOVEN																							247	22.96	\$	5,671.12		
Fall 16	7WW4340L CHUY PLAID LS YD WOVEN																							80	22.96	\$	1,836.80		
Fall 16	7WW4342L RAUL PLAID LS YD WOVEN																							26	10.34	\$	268.84		
Fall 16	Raul Plaid - L/S Woven																							203	10.49	\$	2,129.47		
Fall 16	Tesoro - L/S Woven																							460	12.74	\$	5,860.40		
Fall 16	Tesoro - L/S Woven																							27	12.74	\$	343.98		
Fall 16	Tesoro - L/S Woven																							271	12.71	\$	3,444.41		
Fall 16	Ethan Plaid - L/S Woven																							174	12.53	\$	2,180.22		
Fall 16	Ethan Plaid - L/S Woven																							154	12.53	\$	1,929.62		
Fall 16	Hollis Plaid - L/S Woven																							125	12.53	\$	1,566.25		
Fall 16	Logan Plaid - L/S Woven																							39	12.28	\$	478.92		
Fall 14	OLSEN 100% COTTON																							3	9.84	\$	29.52		
Spring 15	Catasa Plaid - S/S Woven																							11	8.89	\$	97.79		
Fall 15	Platt Stripe - S/S Woven																							479	9.18	\$	4,397.22		
Spring 15	Santana Plaid - S/S Woven																							923	9.69	\$	8,943.87		
Spring 15	Halver Plaid - S/S Woven																							1,289	9.63	\$	12,413.07		
	Grand Total																								49,575	\$	14.16	\$	617,976.94

SCHEDULE 1.1(d)
Equipment

The following equipment of Sellers located at AZ West Company's warehouse located at: 2220 E. Carson Street, Long Beach, CA 90810:

- a. All marking and ticketing machines
- b. All marking equipment
- c. All shipping supplies
- d. All computers/printers
- e. All remaining UPC numbers
- f. All equipment service contracts
- g. All IP Labels.

The following office equipment of Sellers located at the James Campbell office located at: 28632 Roadside Drive, Suite 150, Agoura Hills, CA 91301:

- a. All computers/printers/[software licenses (if transferable)
- b. Racks/book shelves/desks/chairs/rolling racks
- c. Display equipment/signs/flags/pictures
- d. Salesman Selling Samples/reference samples
- e. Swatches/plastic boxes/trims books/presentation boards
- f. Design folders/archives/digital files
- g. Trims/office suppliers

SCHEDULE 1.1(e)
Customer Purchase Orders

[Attached]

SCHEDULE 1.1(e)
Customer Purchase Orders

Customer #	Order #	Date Pld	Name	Customer Name	Name 1	Name 2	Name 3	Credit Status	Amount	Qty	Onl	Open	Date Start	Amount Open	Qty CM	Onl Shipped	Season	9-59	Margin %	Column 2
1036	10/26/2016	1/23/2017	AZ West	Railtown Apparel Group Ltd	James Campbell		House	Pending	6120	720	720	1/15/2017	6120	0	0	0	Fall 16	6904.8	-784.8	-12.8%
1034	10/26/2016	2/22/2017	AZ West	Railtown Apparel Group Ltd	James Campbell		House	Pending	15416.04	1710	1710	1/24/2017	15416.04	0	0	0	Spring 17	16398.9	-982.86	-6.4%
1047	10/27/2016	4/10/2017	AZ West	Saks Dept Stores	James Campbell		Patrick Kennedy	Pending	7807.5	694	694	4/2/2017	7807.5	0	0	0	Spring 16	6655.46	1152.04	14.8%
1048	10/27/2016	5/10/2017	AZ West	Saks Dept Stores	James Campbell		Patrick Kennedy	Pending	4398.75	391	391	5/2/2017	4398.75	0	0	0	Spring 16	3749.69	649.06	14.8%
1046	10/27/2016	3/31/2017	AZ West	Saks Dept Stores	James Campbell		Patrick Kennedy	Pending	25233.75	2243	2243	2/24/2017	25233.75	0	0	0	Spring 16	21510.37	3723.38	14.8%
1004	4/26/2016	1/6/2017	AZ West	Saks Dept Stores	James Campbell		Patrick Kennedy	Pending	15603	1146	1146	12/30/2016	15603	0	0	0	Fall 16	10990.14	4612.86	29.6%
1035	10/26/2016	2/17/2017	AZ West	Railtown Apparel Group Ltd	James Campbell		House	Pending	1273.5	90	90	1/24/2017	1273.5	0	0	0	Spring 17	863.1	410.4	32.2%
1005	4/26/2016	1/6/2017	AZ West	Saks Dept Stores	James Campbell		Patrick Kennedy	Pending	2502.5	175	175	12/30/2016	2502.5	0	0	0	Fall 16	1678.25	824.25	32.9%
1073	11/14/2016	2/1/2017	AZ West	Kings Row	James Campbell		Patrick Kennedy	Pending	656	40	40	1/15/2017	656	0	0	0	Summer 16	383.6	272.4	41.5%
1052	10/27/2016	1/25/2017	AZ West	Nordstrom Rack	James Campbell		John Faul	Pending	136592	8291	8291	1/15/2017	136592	0	0	0	Spring 16	79510.69	57081.31	41.8%
1038	10/27/2016	4/28/2017	AZ West	Nordstrom Rack	James Campbell		John Faul	Pending	117150	7100	7100	4/24/2017	117150	0	0	0	Fall 16	68089	49061	41.9%
1037	10/27/2016	5/26/2017	AZ West	Nordstrom Rack	James Campbell		John Faul	Pending	133650	8100	8100	5/22/2017	133650	0	0	0	Spring 16	77679	55971	41.9%
1039	10/27/2016	3/31/2017	AZ West	Nordstrom Rack	James Campbell		John Faul	Pending	52800	3200	3200	3/27/2017	52800	0	0	0	Spring 16	30688	22112	41.9%
1042	10/27/2016	3/31/2017	AZ West	Nordstrom Rack	James Campbell		John Faul	Pending	6765	410	410	3/24/2017	6765	0	0	0	Spring 16	3931.9	2833.1	41.9%
1043	10/27/2016	2/10/2017	AZ West	Nordstrom Rack	James Campbell		John Faul	Pending	10527	638	638	3/24/2017	10527	0	0	0	Spring 16	6118.42	4408.58	41.9%
1044	10/27/2016	1/25/2017	AZ West	Nordstrom Rack	James Campbell		John Faul	Pending	10527	638	638	2/1/2017	10527	0	0	0	Spring 16	6118.42	4408.58	41.9%
1049	10/27/2016	12/25/2017	AZ West	Nordstrom Rack	James Campbell		John Faul	Pending	10527	638	638	12/19/2017	10527	0	0	0	Spring 16	6118.42	4408.58	41.9%
1050	10/27/2016	1/25/2017	AZ West	Nordstrom Rack	James Campbell		John Faul	Pending	10527	638	638	1/15/2017	10527	0	0	0	Spring 16	6118.42	4408.58	41.9%
1054	10/27/2016	7/15/2017	AZ West	Nordstrom Rack	James Campbell		John Faul	Pending	146784	8896	8896	4/7/2017	146784	0	0	0	Spring 16	85312.64	61471.36	41.9%
1056	10/27/2016	4/15/2017	AZ West	Nordstrom Rack	James Campbell		John Faul	Pending	14916	904	904	4/7/2017	14916	0	0	0	Spring 17	8669.36	6246.64	41.9%
1041	10/27/2016	4/28/2017	AZ West	Nordstrom Rack	James Campbell		John Faul	Pending	13035	790	790	4/24/2017	13035	0	0	0	Fall 16	7576.1	5458.9	41.9%
1040	10/27/2016	5/25/2017	AZ West	Nordstrom Rack	James Campbell		John Faul	Pending	16005	970	970	5/15/2017	16005	0	0	0	Spring 16	9302.3	6702.7	41.9%
1051	10/27/2016	1/25/2017	AZ West	Nordstrom Rack	James Campbell		John Faul	Pending	197802	11988	11988	1/15/2017	197802	0	0	0	Spring 16	114964.92	82837.08	41.9%
1053	10/27/2016	3/25/2017	AZ West	Nordstrom Rack	James Campbell		John Faul	Pending	117727.5	7135	7135	3/15/2017	117727.5	0	0	0	Spring 16	68424.65	49302.85	41.9%
1055	10/27/2016	12/26/2017	AZ West	Nordstrom Rack	James Campbell		John Faul	Pending	42735	2590	2590	12/18/2016	42735	0	0	0	Spring 16	24838.1	17896.9	41.9%
1098	11/16/2016	12/2/2016	AZ West	Saks Dept Stores	James Campbell		James Campbell	Approved	270	15	15	11/25/2016	17	0	14	Fall 16	9.59	7.41	43.6%	

Column #	Date	Date Due	Name	Customer Name	Name #	Name	Name #	Credit Status	Amount	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Amount	Start	End	Season	Margin %	Column #
1099	11/16/2016	12/2/2016	AZ West	Saks Dept. Stores	James Campbell	James Campbell	Patrick Kennedy	Approved	270	15	1	3098	53638.3	17.5	0	0	14	14	0	270	11/25/2016	11/25/2016	Fall 16	7.41	43.6%
1045	10/27/2016	2/17/2017	AZ West	Stein Mart Inc	James Campbell	James Campbell	Patrick Kennedy	Pending	53638.3	3098	3098	53638.3	17.5	0	0	0	0	0	0	53638.3	2/13/2017	2/13/2017	Spring 15	23928.48	44.6%
1105	11/21/2016	11/25/2016	AZ West	Bloomington	James Campbell	James Campbell	James Campbell	Approved	367.5	21	1	3098	17.5	17.5	0	20	20	0	0	367.5	11/18/2016	11/18/2016	Fall 16	7.91	45.2%
1106	11/21/2016	11/25/2016	AZ West	Bloomington	James Campbell	James Campbell	James Campbell	Approved	875	50	1	3098	17.5	17.5	0	49	49	0	0	875	11/18/2016	11/18/2016	Fall 16	7.91	45.2%
1107	11/21/2016	11/25/2016	AZ West	Bloomington	James Campbell	James Campbell	James Campbell	Approved	1172.5	67	4	3098	70	70	0	63	63	0	0	1172.5	11/18/2016	11/18/2016	Fall 16	31.64	45.2%
1108	11/21/2016	11/25/2016	AZ West	Bloomington	James Campbell	James Campbell	James Campbell	Approved	1242.5	71	1	3098	17.5	17.5	0	70	70	0	0	1242.5	11/18/2016	11/18/2016	Fall 16	7.91	45.2%
1109	11/21/2016	11/25/2016	AZ West	Bloomington	James Campbell	James Campbell	James Campbell	Approved	315	18	2	3098	35	35	0	16	16	0	0	315	11/18/2016	11/18/2016	Fall 16	15.82	45.2%
1114	11/21/2016	11/25/2016	AZ West	Bloomington	James Campbell	James Campbell	James Campbell	Approved	350	20	1	3098	17.5	17.5	0	19	19	0	0	350	11/18/2016	11/18/2016	Fall 16	7.91	45.2%
1116	11/21/2016	11/25/2016	AZ West	Bloomington	James Campbell	James Campbell	James Campbell	Approved	560	32	4	3098	70	70	0	28	28	0	0	560	11/18/2016	11/18/2016	Fall 16	31.64	45.2%
1117	11/21/2016	11/25/2016	AZ West	Bloomington	James Campbell	James Campbell	James Campbell	Approved	595	34	1	3098	17.5	17.5	0	33	33	0	0	595	11/18/2016	11/18/2016	Fall 16	7.91	45.2%
1119	11/21/2016	11/25/2016	AZ West	Bloomington	James Campbell	James Campbell	James Campbell	Approved	1160.5	67	2	3098	35	35	0	65	65	0	0	1160.5	11/18/2016	11/18/2016	Spring 16	15.82	45.2%
1091	11/16/2016	12/2/2016	AZ West	Saks Dept Stores	James Campbell	James Campbell	James Campbell	Approved	270	15	2	3098	37	37	0	13	13	0	0	270	11/25/2016	11/25/2016	Fall 16	17.82	48.2%
1100	11/16/2016	12/2/2016	AZ West	Saks Dept Stores	James Campbell	James Campbell	James Campbell	Approved	378	21	3	3098	40	40	0	18	18	0	0	378	11/25/2016	11/25/2016	Fall 16	28.23	49.5%
1070	11/16/2016	12/5/2016	AZ West	Miltons	James Campbell	James Campbell	Patrick Kennedy	Approved	1760	88	6	3098	120	120	0	82	82	0	0	1760	11/25/2016	11/25/2016	Fall 16	62.46	52.1%
1077	11/16/2016	12/2/2016	AZ West	Saks Dept Stores	James Campbell	James Campbell	James Campbell	Approved	378	21	1	3098	20	20	0	20	20	0	0	378	11/25/2016	11/25/2016	Fall 16	10.41	52.1%
1078	11/16/2016	12/2/2016	AZ West	Saks Dept Stores	James Campbell	James Campbell	James Campbell	Approved	486	27	2	3098	40	40	0	25	25	0	0	486	11/25/2016	11/25/2016	Fall 16	20.82	52.1%
1079	11/16/2016	12/2/2016	AZ West	Saks Dept Stores	James Campbell	James Campbell	James Campbell	Approved	270	15	1	3098	20	20	0	14	14	0	0	270	11/25/2016	11/25/2016	Fall 16	10.41	52.1%
1080	11/16/2016	12/2/2016	AZ West	Saks Dept Stores	James Campbell	James Campbell	James Campbell	Approved	378	21	2	3098	40	40	0	19	19	0	0	378	11/25/2016	11/25/2016	Fall 16	20.82	52.1%
1081	11/16/2016	12/2/2016	AZ West	Saks Dept Stores	James Campbell	James Campbell	James Campbell	Approved	486	27	3	3098	60	60	0	24	24	0	0	486	11/25/2016	11/25/2016	Fall 16	31.23	52.1%
1082	11/16/2016	12/2/2016	AZ West	Saks Dept Stores	James Campbell	James Campbell	James Campbell	Approved	270	15	1	3098	20	20	0	14	14	0	0	270	11/25/2016	11/25/2016	Fall 16	10.41	52.1%
1083	11/16/2016	12/2/2016	AZ West	Saks Dept Stores	James Campbell	James Campbell	James Campbell	Approved	270	15	1	3098	20	20	0	14	14	0	0	270	11/25/2016	11/25/2016	Fall 16	10.41	52.1%
1086	11/16/2016	12/2/2016	AZ West	Saks Dept Stores	James Campbell	James Campbell	James Campbell	Approved	378	21	2	3098	40	40	0	19	19	0	0	378	11/25/2016	11/25/2016	Fall 16	20.82	52.1%
1087	11/16/2016	12/2/2016	AZ West	Saks Dept Stores	James Campbell	James Campbell	James Campbell	Approved	378	21	1	3098	20	20	0	20	20	0	0	378	11/25/2016	11/25/2016	Fall 16	10.41	52.1%
1088	11/16/2016	12/2/2016	AZ West	Saks Dept Stores	James Campbell	James Campbell	James Campbell	Approved	270	15	1	3098	20	20	0	14	14	0	0	270	11/25/2016	11/25/2016	Fall 16	10.41	52.1%
1089	11/16/2016	12/2/2016	AZ West	Saks Dept Stores	James Campbell	James Campbell	James Campbell	Approved	270	15	2	3098	40	40	0	14	14	0	0	270	11/25/2016	11/25/2016	Fall 16	10.41	52.1%
1090	11/16/2016	12/2/2016	AZ West	Saks Dept Stores	James Campbell	James Campbell	James Campbell	Approved	378	21	2	3098	40	40	0	19	19	0	0	378	11/25/2016	11/25/2016	Fall 16	20.82	52.1%
1095	11/16/2016	12/2/2016	AZ West	Saks Dept Stores	James Campbell	James Campbell	James Campbell	Approved	270	15	1	3098	20	20	0	14	14	0	0	270	11/25/2016	11/25/2016	Fall 16	10.41	52.1%
1096	11/16/2016	12/2/2016	AZ West	Saks Dept Stores	James Campbell	James Campbell	James Campbell	Approved	486	27	2	3098	40	40	0	25	25	0	0	486	11/25/2016	11/25/2016	Fall 16	20.82	52.1%
1032	10/19/2016	3/30/2017	AZ West	Bendini Mens	James Campbell	James Campbell	Patrick Kennedy	Pending	528	24	24	528	528	528	0	0	0	0	0	528	1/30/2017	1/30/2017	Fall 16	297.84	56.4%

Column #	Date	Date Due	Netdue	Customer Name	Name #	Name #	Account	Qty	Qty Open	Date Start	Amount Open	Qty Cal	Qty Shipped	Season	9.52	Margin %	Column #
1017	8/24/2016	2/24/2017	AZ West	Wear	James Campbell	Kennedy	1050	42	42	1/25/2017	1050	0	0	Spring 16	402.78	647.22	61.6%
1074	11/14/2016	12/5/2016	AZ West	Penner's	James Campbell	House	770	28	16	11/29/2016	440	0	12	Fall 16	153.44	286.56	65.1%
1072	11/8/2016	11/20/2016	AZ West	580 South	James Campbell	Kennedy	600	20	5	11/16/2016	150	0	15	Fall 16	47.95	102.05	68.0%
1021	8/25/2016	6/2/2017	AZ West	The Denim Lounge,	James Campbell	Kennedy	238408	6845	6845	5/26/2017	238408	0	0	Spring 17	65643.55	172764.45	72.5%
1061	11/2/2016	12/5/2017	AZ West	Merchandising	James Campbell	John Faul	1470	42	42	11/25/2017	1470	0	0	Fall 16	402.78	1067.22	72.6%
1071	11/4/2016	12/5/2016	AZ West	Zappos	James Campbell	John Faul	140	4	4	11/25/2016	140	0	0	Fall 16	38.36	101.64	72.6%
1024	8/25/2016	5/6/2017	AZ West	Merchandising	James Campbell	John Faul	232703	6645	6645	4/28/2017	232703	0	0	Spring 17	63725.55	168977.45	72.6%
1023	8/25/2016	5/2/2017	AZ West	Nordstrom Inc	James Campbell	John Faul	7795	220	220	4/26/2017	7795	0	0	Spring 17	2109.8	5685.2	72.9%
1020	8/23/2016	5/31/2017	AZ West	Nordstrom Inc	James Campbell	John Faul	12265	340	340	5/24/2017	12265	0	0	Spring 17	3260.6	9004.4	73.4%
1013	8/23/2016	4/4/2017	AZ West	Nordstrom Inc	James Campbell	John Faul	6460	170	170	3/29/2017	6460	0	0	Spring 17	1630.3	4829.7	74.8%
1014	8/23/2016	4/7/2017	AZ West	Nordstrom Inc	James Campbell	John Faul	178942	4709	4709	3/31/2017	178942	0	0	Spring 17	45159.31	133782.69	74.8%
1022	8/25/2016	3/3/2017	AZ West	Nordstrom Inc	James Campbell	John Faul	92796	2442	2442	2/24/2017	92796	0	0	Spring 17	23418.78	69377.22	74.8%
1026	9/8/2016	3/15/2017	AZ West	Merchandising	James Campbell	John Faul	1482	39	39	3/1/2017	1482	0	0	Spring 17	374.01	1107.99	74.8%
1027	9/8/2016	4/14/2017	AZ West	Zappos	James Campbell	John Faul	1482	39	39	4/3/2017	1482	0	0	Spring 17	374.01	1107.99	74.8%
1028	9/8/2016	5/15/2017	AZ West	Merchandising	James Campbell	John Faul	1482	39	39	5/1/2017	1482	0	0	Spring 17	374.01	1107.99	74.8%
1030	9/16/2016	3/6/2017	AZ West	Stitch Fix	James Campbell	John Faul	30400	800	800	3/3/2017	30400	0	0	Spring 17	7672	22728	74.8%
1031	9/16/2016	4/5/2017	AZ West	Stitch Fix	James Campbell	John Faul	24700	650	650	3/31/2017	24700	0	0	Spring 17	6233.5	18466.5	74.8%
1029	9/16/2016	2/7/2017	AZ West	Stitch Fix	James Campbell	John Faul	25750	650	650	2/3/2017	25750	0	0	Spring 17	6233.5	19516.5	75.8%
1007	8/17/2016	3/16/2017	AZ West	Pearlman Sports	James Campbell	House	760	19	19	3/15/2017	760	0	0	Spring 17	182.21	577.79	76.0%
1008	8/17/2016	4/17/2017	AZ West	Pearlman Sports	James Campbell	House	480	12	12	4/17/2017	480	0	0	Spring 17	115.08	364.92	76.0%
1012	8/22/2016	4/15/2017	AZ West	Airport Concession, Inc	James Campbell	Patrick	1200	30	30	4/1/2017	1200	0	0	Spring 17	287.7	912.3	76.0%
1010	8/18/2016	3/24/2017	AZ West	Book & Barrel	James Campbell	Kennedy	400	10	10	2/27/2017	400	0	0	Spring 17	95.9	304.1	76.0%
1018	8/24/2016	2/28/2017	AZ West	Outfitters	James Campbell	House	13540	330	330	2/22/2017	13540	0	0	Spring 17	3164.7	10375.3	76.6%
1025	9/8/2016	2/15/2017	AZ West	Zappos	James Campbell	John Faul	1677	39	39	2/1/2017	1677	0	0	Spring 17	374.01	1302.99	77.7%

Column	Date	Date Due	Name	Customer Name	Name	Amount	Qty	Qty Open	Date Start	Amount Open	Qty Col	Qty Shipped	Season	Cost	Margin %	Column 2
1019	8/24/2016	3/3/2017	AZ West	James Campbell	John Faul	Pending	705	705	2/24/2017	31175	0	0	Spring 17	6760.95	24414.05	78.9%
1011	8/22/2016	3/15/2017	AZ West	James Campbell	Patrick Kennedy	Pending	30	30	3/1/2017	1350	0	0	Spring 17	287.7	1062.3	78.7%
1006	8/17/2016	1/26/2017	AZ West	James Campbell	House	Pending	20	20	1/25/2017	900	0	0	Spring 17	191.8	708.2	78.7%
1016	8/23/2016	2/5/2017	AZ West	James Campbell	John Faul	Pending	620	620	1/21/2017	27980	0	0	Spring 17	5945.8	22034.2	78.7%
1015	8/23/2016	1/31/2017	AZ West	James Campbell	John Faul	Pending	135	135	1/25/2017	6130	0	0	Spring 17	1294.65	4835.35	78.9%
1009	8/18/2016	2/24/2017	AZ West	James Campbell	House	Pending	10	10	1/25/2017	475	0	0	Spring 17	95.9	379.1	79.8%
1084	11/16/2016	12/2/2016	AZ West	James Campbell	Saks Dept Stores	Approved	15	0	11/25/2016	0	0	15	Fall 16	0	0	#DIV/0!
1085	11/16/2016	12/2/2016	AZ West	James Campbell	Saks Dept Stores	Approved	270	0	11/25/2016	0	0	15	Fall 16	0	0	#DIV/0!
1092	11/16/2016	12/2/2016	AZ West	James Campbell	Saks Dept Stores	Approved	270	0	11/25/2016	0	0	15	Fall 16	0	0	#DIV/0!
1093	11/16/2016	12/2/2016	AZ West	James Campbell	Saks Dept Stores	Approved	270	0	11/25/2016	0	0	15	Fall 16	0	0	#DIV/0!
1094	11/16/2016	12/2/2016	AZ West	James Campbell	Saks Dept Stores	Approved	270	0	11/25/2016	0	0	15	Fall 16	0	0	#DIV/0!
1097	11/16/2016	12/2/2016	AZ West	James Campbell	Saks Dept Stores	Approved	270	0	11/25/2016	0	0	15	Fall 16	0	0	#DIV/0!
1101	11/16/2016	12/2/2016	AZ West	James Campbell	Saks Dept Stores	Approved	270	0	11/25/2016	0	0	15	Fall 16	0	0	#DIV/0!
1102	11/18/2016	11/25/2016	AZ West	James Campbell	Hampshire Brands	Approved	1	0	11/18/2016	0	0	1	Fall 16	0	0	#DIV/0!
1103	11/21/2016	11/25/2016	AZ West	James Campbell	Bloomingdales Outlet	Approved	30	0	11/18/2016	0	0	30	Fall 16	0	0	#DIV/0!
1104	11/21/2016	11/25/2016	AZ West	James Campbell	Bloomingdales Outlet	Approved	21	0	11/18/2016	0	0	21	Fall 16	0	0	#DIV/0!
1113	11/21/2016	11/25/2016	AZ West	James Campbell	Bloomingdales Outlet	Approved	38	0	11/18/2016	0	0	38	Fall 16	0	0	#DIV/0!
1115	11/21/2016	11/25/2016	AZ West	James Campbell	Bloomingdales Outlet	Approved	40	0	11/18/2016	0	0	40	Fall 16	0	0	#DIV/0!
1123	12/9/2016	12/7/2016	AZ West	James Campbell	Denim Lounge, Kennedy	Approved	4	0	12/6/2016	0	0	4	Fall 16	0	0	#DIV/0!
1120	12/1/2016	12/2/2016	AZ West	James Campbell	John Faul	Approved	45787.5	0	11/25/2016	0	0	2775	Spring 15	0	0	#DIV/0!
1067	11/4/2016	2/24/2017	AZ West	James Campbell	Penner's House	Pending	1050	42	1/25/2017	0	42	0	Spring 16	0	0	#DIV/0!
1110	11/21/2016	11/25/2016	AZ West	James Campbell	Bloomingdales Outlet	Approved	804.5	47	11/18/2016	0	0	47	Spring 16	0	0	#DIV/0!
1111	11/21/2016	11/25/2016	AZ West	James Campbell	Bloomingdales Outlet	Approved	723	42	11/18/2016	0	0	42	Spring 16	0	0	#DIV/0!
1112	11/21/2016	11/25/2016	AZ West	James Campbell	Bloomingdales Outlet	Approved	688	40	11/18/2016	0	0	40	Spring 16	0	0	#DIV/0!
1118	11/21/2016	11/25/2016	AZ West	James Campbell	Bloomingdales Outlet	Approved	1090.5	63	11/18/2016	0	0	63	Spring 16	0	0	#DIV/0!
1057	11/2/2016	1/11/2017	James Campbell	Stitch Fix	John Faul	Pending	0	3	1/4/2017	0	0	0	Spring 17	28.77	-28.77	#DIV/0!

Column	Date	Name	Customer Name	Name2	Name3	Credit Status	Amount	Qty	Qty Shipped	City	State	Date Recd	Amount Open	City	State	Season	Cost	Mar 16/15	Column2
		James Campbell	Stitch Fix	James Campbell	John Faul	Pending	0	7	0	0	0	2/1/2017	0	0	0	Spring 17	67.13	-67.13	#DIV/0!
1058	11/2/2016	James Campbell	Stitch Fix	James Campbell	John Faul	Pending	0	7	0	0	0	2/1/2017	0	0	0	Spring 17	67.13	-67.13	#DIV/0!
		James Campbell	Stitch Fix	James Campbell	John Faul	Pending	0	7	0	0	0	2/1/2017	0	0	0	Spring 17	67.13	-67.13	#DIV/0!
1059	11/2/2016	James Campbell	Stitch Fix	James Campbell	John Faul	Pending	0	7	0	0	0	2/1/2017	0	0	0	Spring 17	67.13	-67.13	#DIV/0!
		James Campbell	Stitch Fix	James Campbell	John Faul	Pending	0	7	0	0	0	2/1/2017	0	0	0	Spring 17	67.13	-67.13	#DIV/0!
1060	11/2/2016	James Campbell	Stitch Fix	James Campbell	John Faul	Pending	0	5	0	0	0	3/9/2017	0	0	0	Spring 17	47.95	-47.95	#DIV/0!
1062	11/4/2016	AZ West	Ptermigan Sports	James Campbell	House	Pending	480	12	0	12	0	4/17/2017	0	0	0	Spring 17	0	0	#DIV/0!
1063	11/4/2016	AZ West	Concession, Inc	James Campbell	Kennedy	Pending	1200	30	0	30	0	4/9/2017	0	0	0	Spring 17	0	0	#DIV/0!
1064	11/4/2016	AZ West	Ptermigan Sports	James Campbell	House	Pending	760	19	0	19	0	3/15/2017	0	0	0	Spring 17	0	0	#DIV/0!
1065	11/4/2016	AZ West	Concession, Inc	James Campbell	Patrick	Pending	1350	30	0	30	0	3/1/2017	0	0	0	Spring 17	0	0	#DIV/0!
1066	11/4/2016	AZ West	Book & Barrel	James Campbell	House	Pending	400	10	0	10	0	2/27/2017	0	0	0	Spring 17	0	0	#DIV/0!
1068	11/4/2016	AZ West	Outfitters	James Campbell	House	Pending	475	10	0	10	0	1/25/2017	0	0	0	Spring 17	0	0	#DIV/0!
1069	11/4/2016	AZ West	Ptermigan Sports	James Campbell	House	Pending	900	20	0	20	0	1/25/2017	0	0	0	Spring 17	0	0	#DIV/0!
1075	11/15/2016	AZ West	Saks Dept Stores	James Campbell	Patrick	Pending	3600	90	0	90	0	1/22/2017	0	0	0	Spring 17	0	0	#DIV/0!
1033	10/20/2016	AZ West	Nordstrom Inc	James Campbell	John Faul	Pending	0	0	0	0	0		0	0	0	Spring 17	0	0	#DIV/0!
							2194098.84	103242	93,987	263	3992	2,116,194.3	4						

SCHEDULE 1.1(g)
Prepaid Assets

[Attached]

Domestic Wire Transfer

Wire Number: 408499
 Reference Number: c5c4458b16
 FED Acceptance Date:
 FED Acceptance Time:
 Effective Date: Nov 14, 2016
 Amount: \$77,287.40

IMAD: 20161114GMQFMP01012661
 OMAD: 20161114B1Q8962R00410711141410FT03
 Upload Date: Nov 14, 2016
 From Account: 3852583019
 Account Type: DDA
 Status: Complete

Review Details

Name: Shall Hunt
 Date and Time: 11/14/2016 1:06:10 PM

Beneficiary

Identification Type: DDA Account Number
 Identification Number: 870017799
 Name: BLUE SAI GON LLC
 Address: 28632 ROADSIDE DR.
 SUITE 150
 AGOURA HILLS, CA

Message to Beneficiary: 10 PERCENT DEPOSIT
 INV 000002 48,444.04
 INV 000001 28,823.36

Beneficiary Reference:

Beneficiary Institution

Identification Type: Fed Routing Number
 Identification Number: 122240861

Name: HSBC BANK USA, NA
 Address: ENCINO CA

Receiving Institution

Routing/Transit Number: 122240861
 Institution Name: HSBC BANK USA

Domestic Wire Transfer

Wire Number: 433050
 Reference Number: 64744814
 FED Acceptance Date:
 FED Acceptance Time:
 Effective Date: Jan 05, 2017
 Amount: \$13,200.00

IMAD: 20170105GMQFMP01013825
 OMAD: 20170105HB7032R01871001051848FT03
 Upload Date: Jan 05, 2017
 From Account: 352583019
 Account Type: DDA
 Status: Complete

Review Details

Name: Shull Hunt
 Date and Time: 1/5/2017 3:42:04 PM

Beneficiary

Identification Type: DDA Account Number
 Identification Number: 4121100206
 Name: ADVANSTAR/PROJECT LV
 Address: 131 WEST FIRST STREET
 DULUTH,
 MN 55802

Message to Beneficiary: JAMES CAMPBELL JAN 23, 24, 25
 2 10 X 10

Beneficiary Reference:

Name: WELLS FARGO BANK, NA, MINNEAPOLI, M
 Address: 420 MONTGOMERY STREET
 SAN FRANCISCO
 CA

Beneficiary Institution

Identification Type: Fed Routing Number
 Identification Number: 121000248

Receiving Institution

Routing/Transit Number: 121000248
 Institution Name: WELLS FARGO BANK,

BLUE SAIGON LLC

28632 ROADSIDE DR., SUITE 150
 AGOURA HILLS, CA 91301, UNITED STATES

OCEAN #1

COMMERCIAL INVOICE

NO. : 29 /2016
 DATE : DEC 29 , 2016

CONSIGNEE

HAMPSHIRE BRANDS INC.
 28632 ROADSIDE DRIVE, SUITE 150
 AGOURA HILLS, CA 91301
 UNITED STATES

SHIPPED : BY SEA ETD: JUL 14, 2018
 B/L NO. : LAX78000122 DATED : JAN 04, 2017
 FROM : HO CHI MINH, VIETNAM
 TO : LOS ANGELES, CA, USA

TERMS OF DELIVERY (INCOTERMS 2010)
 FOB HOCHIMINH CITY PORT, VIETNAM

OK
Handwritten signature
 1/10/17

NOTIFY PARTY

AZ WEST C/O JAMES CAMPBELL 2220
 E. CARSON STREET LONG BEACH, CA 90810
 ATTN: BETTHY JUAREZ
 TEL: 310-898-2090

*** PAYMENT :**

By T.T after shipping documents

By T.T. Remittance of A/C No. : 870017799 Swift code : MRMDUS33

Routing Number : 021001088

Address : 120 Broadway New York, NY 10271
 at HSBC BANK USA, N.A

DESCRIPTION OF GOODS			QUANTITY (PCS)	UNIT PRICE (USD/PC)	AMOUNT (USD)
MEN SHIRT					
STYLE NAME	STYLE NO	COLOR			
STANDISH	7W93552S	7454-DENIM	250 ✓	6.90 ✓	1,725.00
STANDISH	7W93552S	7103 WHITE	200 ✓	6.95 ✓	1,390.00
ABILENE	7W93515S	GRAPHITE	1627 ✓	7.22 ✓	11,748.94
BISTRO	7WL4177S	8499-MIDNIGHT	3793 ✓	6.88 ✓	26,095.84
FINDLAY STRIPE	7W93835S	7450-BLUE	4240 ✓	7.12 ✓	30,188.80
POOTS	7WM4541S	7400-NAVY	2443 ✓	7.43 ✓	18,151.49
ASTRO	7W94552S	7433 WATER	899 ✓	8.06 ✓	7,245.94
MACBETH	7W74536S	7001 BLACK	1308 ✓	8.18 ✓	10,699.44
LANGDON	7WP4518S	7450 Blue	302 ✓	8.12 ✓	2,452.24
CHABON	7WM4492L	7792 RED	117 ✓	27.31 ✓	3,195.27
COSMATO	7W74513S	7403 AQUA	587 ✓	8.15 ✓	4,784.05
GUGINO	7WP4516S	7450 Blue	277 ✓	7.92 ✓	2,193.84
OAKLEY PLAID	7W94485L	7455 INK	151 ✓	10.07 ✓	1,520.57
RUBENS	7W74525S	7103 WHITE	503 ✓	8.28 ✓	4,184.84
TOTAL : 951 CTNS			16,697 ✓		125,554.26 ✓

TOTAL AMOUNT : US DOLLARS ONE HUNDRED TWENTY FIVE THOUSAND FIVE HUNDRED FIFTY FOUR AND CENTS TWENTY SIX ONLY.

BLUE SAIGON LLC

BLUE SAIGON LLC

800 EAST 12TH STREET STE 403
LOS ANGELES CA 90021

OCEAN #1

TO : HAMPSHIRE BRANDS INC.
28632 ROADSIDE DRIVE, SUITE 150
AGOURA HILLS, CA 91301
UNITED STATES

December 29, 2016

DEBIT NOTE NO.07/2016

We hereby debit you the amount of USD 12,554.43 for 10% per FOB price for handling charge detail as below:

No	DESCRIPTION OF GOODS			QUANTITY (PCS)	UNIT PRICE (USD/PC)	AMOUNT (USD)
	MEN SHIRT					
	STYLE NAME	STYLE NO	COLOR			
1	STANDISH	7W93552S	7454-DENIM	250	0.69	172.50
2	STANDISH	7W93552S	7103 WHITE	200	0.70	139.00
3	ABILENE	7W93515S	GRAPHITE	1627	0.72	1,174.69
4	BISTRO	7WL4177S	8499-MIDNIGHT	3793	0.69	2,609.58
5	FINDLAY STRIPE	7W93835S	7450-BLUE	4240	0.71	3,018.88
6	POOTS	7WM4541S	7400-NAVY	2443	0.74	1,815.15
7	ASTRO	7W94552S	7433 WATER	899	0.81	724.59
8	MACBETH	7W74536S	7001 BLACK	1308	0.82	1,069.94
9	LANGDON	7WP4518S	7450 Blue	302	0.81	245.22
10	CHABON	7WM4492L	7792 RED	117	2.73	319.53
11	COSMATO	7W74513S	7403 AQUA	587	0.82	478.41
12	GUGINO	7WP4516S	7450 Blue	277	0.79	219.38
13	OAKLEY PLAID	7W94485L	7455 INK	151	1.01	152.06
14	RUBENS	7W74525S	7103 WHITE	503	0.83	416.48
Total				16,697		12,555.43

In words: US Dollars Twelve thousand five hundred fifty five and cents forty three only.

Please transfer to Blue Saigon LLC as detail below:

Beneficia BLUE SAIGON LLC

Acc. No. 870017799 Swift code : MRMDUS33

Routing 021001088

Address 120 Broadway New York, NY 10271

At HSBC BANK USA, N.A

We're looking forwards to having your payment as soon as.

BLUE SAIGON LLC

Authozied Signature

OK [Signature] 1/13/17

SCHEDULE 1.3(c)
Vendor Purchase Orders

[Attached]

Suppliers Combined Orders	Units on Order	Sum of PO Orders
Fenghua Xinhuida Knitting Co. Ltd.	55	390.60
Garmex Saigon	91,383	693,377.12
Ningbo Zhonglin Foreign Trade	6,300	81,613.46
Royal Classic Mills (P) Ltd.	7,900	50,842.00
(blank)		
Grand Total	105,638	826,223.18

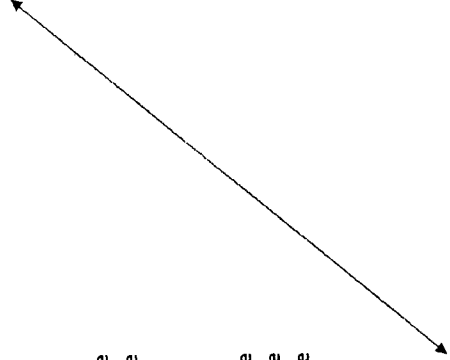
1

1- Sum of Vendor PO does not include 10% Affiliate USA Fee

Planned Shipments		55	390.6
Fenghua Xinhuida Knitting Co. Ltd.			
Samples			
<u>Garmex Saigon</u>			
Ocean #1	Load Jan 3rd	16,697	125,554.26 Invoice Copy
Air Ship #1	Load Jan 10th -15th	3,101	25,665.62 Invoice Copy
Air Ship Direct	RailTown	1,350	11,287.98 Invoice Copy
Ocean #2	Load Jan 17th	35,673	280,779.77 Estimate
Est. Ship #3	Load March 15th -17th	34,562	250,089.49 Estimate
10% Affiliate Comm.	For Blue Saigon USA Office	10%	69,337.71
Nov 16 Security Deposit	for Garmex Production		(77,260.40)
	Due Garmex	91,383	685,454.43

<u>Royal Classic</u>			
Ocean #1	- Est Ship 01/20/17	5,680	\$ 35,457.40 Estimate
Ocean #2	- Est Ship 02/7/17	2,220	\$ 15,384.60 Estimate
	Due Royal Classic	7,900	\$ 50,842.00
<u>Ningbo</u>			
Air Shipment #1	to Meet 2/5 Nordstrom Orders 1/15 to 1/22	225	2,914.77 Estimate
Ocean #1	- Est Ship 01/22/17	4,622	\$ 59,373.23 Estimate
Ocean #2	- Est Ship 03/5/17	1,453	\$ 19,325.46 Estimate
	Due Ningbo	6,300	\$ 81,613.46
	Total Production	105,638	\$ 818,300.49
	Due Hampshire Brand 2017 Production + Deposit		(256,019.05)
	Balance Due 2017 Production		\$ 562,281.45

LC Wire Paid by Hampshire Week 01/09/17 to 01/13/17	
10% Affiliate	125,554.26
Sub Total	25,665.62
	11,287.98
	16,250.79
	178,758.65
Deposit repayment	77,260.40
	256,019.05



1/9/2017

Summary Purchase Vendor 010917

purchase_orders

Summary Purchase Orders 01/09/17

Country - Vendor	Sum of Qty Open	Sum of Amount
China	6,355.00	\$ 82,215.56
Fenghua Xinhuida Knitting Co., Ltd.	55.00	\$ 602.10
Ningbo Zhonglin Foreign Trade	6,300.00	\$ 81,613.46
India	7,900.00	\$ 50,842.00
Royal Classic Mills (P) Ltd.	7,900.00	\$ 50,842.00
Vietnam	91,383.00	\$ 693,391.13
Garmex Saigon	91,383.00	\$ 693,391.13
Grand Total	105,638.00	\$ 826,448.69

purchase_order=010917

1/9/2017

Purchase Order ID	Date	Date Due	Name	Vendor Name	Notes	Amount	Qty	Style Number	Style Number	Name	Country	Exit Factory Date	PO Season
20052	11/29/2016	1/15/2017	James Campbell - Samples	Fenghua Xinhuida Knitting Co., Ltd.	Knits Fall 17 salesman sample(US)	457.8	42	746537	746537	746537BLACK001M	China	3/15/2017	Fall 2017
20053	12/9/2016	1/15/2017	Knitdown Apparel Group	Fenghua Xinhuida Knitting Co., Ltd.	Knits Fall 17 salesman sample(Canada)	144.3	13	746537	746537	746537BLACK001M	China	1/15/2017	Fall 2017
3	10/20/2016	2/10/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	98.32	4	7465205SN	7465205SN	7465205SNWHITES	Vietnam	12/30/2016	SPRING 17
20000	10/24/2016	2/3/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	4892.42	607	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	12/30/2016	SPRING 17
20001	10/24/2016	1/18/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	6630.32	436	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/12/2017	SPRING 17
20002	10/24/2016	2/3/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	8237.26	407	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	12/30/2016	SPRING 17
20003	10/24/2016	2/3/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	3148	459	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	12/30/2016	SPRING 17
20004	10/26/2016	2/3/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	4513.84	638	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	12/30/2016	SPRING 17
20005	10/27/2016	2/3/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	3133.7	410	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/13/2017	SPRING 17
20006	10/27/2016	4/1/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	5628.4	790	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	3/15/2017	SPRING 17
20007	10/27/2016	2/3/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	1365.84	88	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	12/30/2016	SPRING 17
20008	10/27/2016	2/3/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	2649.07	197	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	12/30/2016	SPRING 17
20009	10/27/2016	2/7/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	46808.48	5371	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/13/2017	SPRING 17
20010	10/27/2016	2/3/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	161.2	20	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	12/30/2016	SPRING 17
20011	10/27/2016	1/18/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	1164.3	75	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/12/2017	SPRING 17
20012	10/29/2016	2/3/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	327.2	40	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	12/30/2016	SPRING 17
20013	10/29/2016	2/3/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	1277.1	110	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	12/30/2016	SPRING 17
20014	10/29/2016	2/7/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	1586.7	180	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/13/2017	SPRING 17
20015	10/29/2016	2/7/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	573.85	651	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/13/2017	SPRING 17
20016	10/31/2016	2/7/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	891.15	104	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/13/2017	SPRING 17
20017	10/31/2016	1/26/2017	Railtown Apparel Group	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	2377.84	302	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	12/30/2016	SPRING 17
20018	11/1/2016	2/3/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	6867.9	810	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/5/2017	SPRING 17
20019	11/2/2016	2/3/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	5395.5	650	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	12/30/2016	SPRING 17
20020	11/3/2016	2/3/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	838	100	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	12/30/2016	SPRING 17
20021	11/3/2016	2/3/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	10785.79	1328	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	12/30/2016	SPRING 17
20022	11/3/2016	1/27/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	2451.4	3200	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/13/2017	SPRING 17
20023	11/3/2016	1/27/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	5023.3	7100	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	3/15/2017	SPRING 17
20024	11/3/2016	5/9/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	5961.7	8100	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	4/7/2017	SPRING 17
20025	11/3/2016	1/18/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	1787.1	2,590	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/12/2017	SPRING 17
20026	11/3/2016	2/3/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	79378.79	11,157	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	12/30/2016	SPRING 17
20027	11/3/2016	4/12/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	50462.74	7,132	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	3/15/2017	SPRING 17
20028	11/3/2016	5/9/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	69661.13	9,800	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	4/7/2017	SPRING 17
20029	11/15/2016	1/15/2017	Railtown Apparel Group	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	44208.08	540	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/15/2017	SPRING 17
20030	11/15/2016	1/15/2017	James Campbell - Samples	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	4307.5	373	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/15/2017	SPRING 17
20031	11/15/2016	2/7/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	1664.4	210	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/15/2017	SPRING 17
20032	11/15/2016	1/15/2017	Railtown Apparel Group	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	1004.07	86	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/15/2017	SPRING 17
20033	11/15/2016	2/4/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	43094	9,243	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/13/2017	SPRING 17
20034	11/18/2016	1/26/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	49622.89	5,199	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/13/2017	SPRING 17
20035	11/18/2016	1/26/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	13393.3	3,114	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/13/2017	SPRING 17
20036	11/18/2016	1/26/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	34292.6	4,102	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/13/2017	SPRING 17
20037	11/18/2016	1/26/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	1248	150	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/13/2017	SPRING 17
20038	11/18/2016	1/26/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	2375.85	235	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/13/2017	SPRING 17
20039	11/18/2016	1/26/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	2612.94	107	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/13/2017	SPRING 17
20040	11/18/2016	1/26/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	5106	600	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/13/2017	SPRING 17
20041	11/18/2016	1/26/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	4538.71	4,927	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/13/2017	SPRING 17
20042	11/18/2016	1/26/2017	AZ West	Garmax Saigon	Sea Port: Ho Chi Minh City, Vietnam	1187.8	80	7465252WATERS	7465252WATERS	7465252WATERS	Vietnam	1/13/2017	SPRING 17
20022	11/2/2016	4/2/2017	AZ West	Ningbo Zhonglin Foli	Sea Port: Ningbo	5379.56	501	7465252WATERS	7465252WATERS	7465252WATERS	China	3/15/2017	SPRING 17
20023	11/2/2016	2/18/2017	AZ West	Ningbo Zhonglin Foli	Sea Port: Ningbo	3085.6	232	7465252WATERS	7465252WATERS	7465252WATERS	China	1/22/2017	SPRING 17
20024	11/2/2016	2/18/2017	AZ West	Ningbo Zhonglin Foli	Sea Port: Ningbo	8203.3	514	7465252WATERS	7465252WATERS	7465252WATERS	China	1/22/2017	SPRING 17
20025	11/2/2016	2/18/2017	AZ West	Ningbo Zhonglin Foli	Sea Port: Ningbo	790.5	75	7465252WATERS	7465252WATERS	7465252WATERS	China	1/22/2017	SPRING 17
20026	11/2/2016	4/2/2017	AZ West	Ningbo Zhonglin Foli	Sea Port: Ningbo	266	266	7465252WATERS	7465252WATERS	7465252WATERS	China	3/15/2017	SPRING 17
20027	11/2/2016	4/2/2017	AZ West	Ningbo Zhonglin Foli	Sea Port: Ningbo	4881.1	367	7465252WATERS	7465252WATERS	7465252WATERS	China	3/15/2017	SPRING 17
20028	11/2/2016	2/18/2017	AZ West	Ningbo Zhonglin Foli	Sea Port: Ningbo	139.5	15	7465252WATERS	7465252WATERS	7465252WATERS	China	1/22/2017	SPRING 17
20029	11/2/2016	2/18/2017	AZ West	Ningbo Zhonglin Foli	Sea Port: Ningbo	2310.6	314	7465252WATERS	7465252WATERS	7465252WATERS	China	1/22/2017	SPRING 17
20030	11/2/2016	2/18/2017	AZ West	Ningbo Zhonglin Foli	Sea Port: Ningbo	496	40	7465252WATERS	7465252WATERS	7465252WATERS	China	1/22/2017	SPRING 17
20031	11/2/2016	2/18/2017	AZ West	Ningbo Zhonglin Foli	Sea Port: Ningbo	11518.9	907	7465252WATERS	7465252WATERS	7465252WATERS	China	1/22/2017	SPRING 17
20032	11/2/2016	2/18/2017	AZ West	Ningbo Zhonglin Foli	Sea Port: Ningbo	317.5	25	7465252WATERS	7465252WATERS	7465252WATERS	China	1/22/2017	SPRING 17

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1/9/2017

Purchase Order ID	Date	Date Due	Name	Vendor Name	Notes	Amount	Qty	Style Number	Style Number	Style Number	Name	Country	Exit Factory Date	PO Season
20033	11/2/2016	2/18/2017	AZ West	Ningbo Zhonglin For	Sea port: NingboNordstrom DIR POM768569	900	45	7MM4523S	7MM4523S	7MM4523S	USD	China	1/22/2017	SPRING 17
20034	11/2/2016	2/19/2017	AZ West	Ningbo Zhonglin For	Sea port: NingboSitch Fib ProdA032628-MASTER	1240	100	7MM4523S	7MM4523S	7MM4523S	USD	China	1/22/2017	SPRING 17
20035	11/2/2016	2/19/2017	Railtown Apparel Group	Ningbo Zhonglin For	Sea Port: NingboSak's off 5th Canada PofS1176	1143	90	7MM4521S	7MM4521S	7MM4521S	USD	China	1/22/2017	SPRING 17
20036	11/2/2016	2/19/2017	AZ West	Ningbo Zhonglin For	Sea port: NingboZAPPOS	505.7	39	7W74501L	7W74501L	7W74501L	USD	China	1/22/2017	SPRING 17
20037	11/2/2016	2/18/2017	AZ West	Ningbo Zhonglin For	Sea port: NingboSTOCK(bulk buy)	29483.5	2,327	7W74501L	7W74501L	7W74501L	USD	China	1/22/2017	SPRING 17
20038	11/2/2016	4/2/2017	AZ West	Ningbo Zhonglin For	Sea port: NingboStock(bulk buy)	10892.7	819	7W84556S	7W84556S	7W84556S	USD	China	3/5/2017	SPRING 17
20019	10/31/2016	2/24/2017	AZ West	Royal Classic Mills (	Sea Port: TuncorinSAK'S OFF 5TH USA	20700.16	3,328	7K3175P	7K3175P	7K3175P	USD	India	1/20/2017	SPRING 17
20020	10/31/2016	2/24/2017	Railtown Apparel Group	Royal Classic Mills (	Sea Port: TuncorinSAK'S OFF 5TH USA	4606.2	720	7K3175P	7K3175P	7K3175P	USD	India	1/20/2017	SPRING 17
20021	11/1/2016	2/24/2017	AZ West	Royal Classic Mills (	Sea Port: Tuncorin Stock (bulk buy)	10151.04	1,852	7K3175P	7K3175P	7K3175P	USD	India	1/20/2017	SPRING 17
20056	11/13/2016	3/15/2017	AZ West	Royal Classic Mills (	Sea Port: Tuncorin Stock (bulk buy)	15384.6	2,220	7K4142P	7K4142P	7K4142P	USD	India	2/7/2017	SPRING 17
						826,448.69	105,638							

SCHEDULE 5.2(c)
Employees

Last Name	First Name	Job title
Hill	Stevan	Sales Manager
Jong	Chunming	Designer
Wang	Chien-Fang	Assistant Designer

SCHEDULE 5.4
Vendor Numbers

Bloomington's Outlet - Vender No. 689
Nordstrom and Nordstrom Rack - Vender No. 0924408469
Saks Dept Stores - Vender No. 22880
Stein Mart - Vender No. 843628
Zappos - Vender No. 7804