



1340 Russell Cave Road
Lexington, KY 40505

September 21, 2018

via electronic mail

Attn: Sara Hoglund, CPPB
Senior Buyer
Collin County Purchasing Department
2300 Bloomdale, Suite 3160| McKinney, TX 75071

RE: Acquisition of Red the Uniform Tailor, Inc.

Dear Ms. Hoglund:

It is with great excitement I share with you that as of November 17, 2017 Red the Uniform Tailor, Inc ("Red") has become a part of Galls, LLC ("Galls").

For your records and as confirmation of the above, please find enclosed Bill of Sale and Assignment executed by Red and Galls.

Regards,

A handwritten signature in black ink, appearing to read 'R. Michael Andrews Jr.', written over a large, faint, light-gray watermark of the GALLS logo.

R. Michael Andrews Jr.
CFO
Galls, LLC

BILL OF SALE AND ASSIGNMENT

November 17, 2017

Red the Uniform Tailor Incorporated, a New Jersey corporation (the “Seller”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and convey to Galls, LLC, a Delaware limited liability company (the “Buyer”), and the Buyer hereby assumes and accepts from the Seller, all of the Seller’s right, title and interest in and to all of the Acquired Assets, as defined in that certain Asset Purchase Agreement, dated as of November 17, 2017, by and among the Seller, the Buyer, Harvey Klein, Bruce Klein, Barry Klein, Barbara Klein, Gina Klein and Patricia Klein (collectively, the “Seller Stockholders”), and Harvey Klein, as the representative of the Seller and the Seller Stockholders (the “Agreement”). Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Agreement.

TO HAVE AND TO HOLD all and singular the Acquired Assets to the Buyer, its successors and assigns, to their own use and to have and to hold forever.

The Seller, for itself and its successors and assigns, does hereby authorize the Buyer, its successors and assigns, in the name of the Seller and as the Seller’s attorney, to do any and all things necessary or advisable to reduce the Acquired Assets to the Buyer’s possession. The Seller, for itself and its respective successors and assigns, does hereby covenant with the Buyer to execute, acknowledge, deliver and perform, or to authorize the Buyer, as the agent and attorney of the Seller, to execute, acknowledge, deliver or perform, any and all further instruments and acts which may be reasonably required to transfer and assign to the Buyer the Acquired Assets transferred or intended to be transferred hereby or to accomplish the intent and purpose hereof. The Seller, for itself and its successors and assigns, hereby covenants with the Buyer, its successors and assigns, that the Seller is the lawful owner of the Acquired Assets, that the Acquired Assets are free from all liens, charges and encumbrances, that the Seller has full right, power and authority to sell the Acquired Assets, and that the Seller will warrant and defend the same against the claims and demands of all persons.

Notwithstanding any other provisions herein to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Agreement. This Bill of Sale and Assignment is intended only to effect the sale and transfer of the Acquired Assets pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement. The agreements, obligations, assumptions and covenants of the Buyer under the Agreement are not merged hereunto and shall, to the extent provided in the Agreement, survive the execution and delivery herewith, and the performance of the consummation of all transactions provided for in the Agreement. This instrument is binding upon, and shall inure to the benefit of the Seller and the Buyer and their respective successors and assigns.

This Bill of Sale and Assignment may be executed by the parties hereto in separate

counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Bill of Sale and Assignment as of the date first written above.

SELLER:

RED THE UNIFORM TAILOR INCORPORATED

By: Patricia Klein

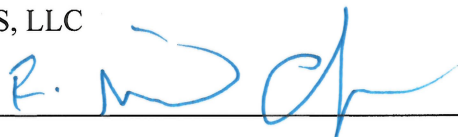
Name: Patricia Klein

Title: Chief Operating Officer

BUYER:

GALLS, LLC

By: _____



Name: R. Michael Andrews, Jr.

Title: Chief Financial Officer, Secretary and
Treasurer