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*Counsel to Debtors  
and Debtors-in-Possession*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
In re: : Chapter 11  
: :  
GBG USA Inc., et al.,<sup>1</sup> : Case No. 21-11369 (MEW)  
: :  
Debtors. : (Jointly Administered)  
-----X

**LIMITED NOTICE OF SALE OF DE MINIMIS ASSETS TO LE TIGRE 360 GLOBAL  
LLC IN ACCORDANCE WITH DE MINIMIS ASSET SALE PROCEDURES ORDER**

**PLEASE TAKE NOTICE** that, on September 1, 2021, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered the order [Docket No. 148] (the “**Order**”) granting the motion (the “**Motion**”)<sup>2</sup> of the debtors and debtors in possession in the above-captioned cases (the “**Debtors**”) for an order, pursuant to sections 105 and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 9006, authorizing and approving procedures enabling the Debtors to (i) sell or transfer certain assets (collectively the

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<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of each Debtor’s federal taxpayer identification number are as follows: GBG USA Inc. (2467), Jimlar Corporation (8380), GBG North America Holdings Co., Inc. (5576), Homestead International Group Ltd. (0549), IDS USA Inc. (7194), MESH LLC (8424), Frye Retail, LLC (1352), Krasnow Enterprises, Inc. (0122), Krasnow Enterprises Ltd. (0001), Pacific Alliance USA, Inc. (0435), and GBG Spyder USA LLC (9108). The Debtors’ executive headquarters are located at 350 5th Avenue, 8th Floor, New York, NY 10118.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

“**Sale Assets**”), in any individual transaction or series of related transactions to a single buyer or group of related buyers with an aggregate selling price equal to or less than \$250,000, and (ii) abandon certain other *de minimis* assets (together with the Sale Assets, the “**De Minimis Assets**”).

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Order and by this written limited notice of sale (this “**Sale Notice**”), the Debtors propose to enter into the transaction (the “**Limited Notice Sale**”) described below, which involves the sale or transfer of *De Minimis* Assets to a single buyer or group of related buyers with a gross selling price equal to or less than \$54,000 in the aggregate.

- (1) Identification of the property being sold and its location: The Debtors intend to sell the assets set forth on Exhibit A of the Bill of Sale attached hereto as Exhibit 1, the location of which will be provided as of the Closing.
- (2) Identification of the purchaser of the property and any relationship such party has with the Debtors: The purchaser is Le Tigre 360 Global LLC, a third party.
- (3) Identification of any parties known to the Debtors as holding Liens on the property being sold and a statement indicating whether (i) all such Liens are capable of monetary satisfaction, or (ii) the holders of such Liens have consented to the sale: The Prepetition Secured Parties have a lien on the *De Minimis* Assets and consent to the sale.
- (4) The purchase price for such property: The purchase price is \$54,000.
- (5) Any other significant terms of the sale: There are no other significant terms of the sale.
- (6) The date and time within which objections must be filed and served on the Debtors: Parties seeking to object to the Debtors’ sale of the *De Minimis* Assets described in this Sale Notice must file and serve a written objection, so that such objection is filed with the Court and is **actually received** no later than seven (7) calendar days after the date that the Debtors served this Sale Notice, by counsel to the Debtors, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019 (Attn: Rachel C. Strickland, Esq., Andrew S. Mordkoff, Esq. and Ciara A. Copell, Esq.).

**PLEASE TAKE FURTHER NOTICE** that, absent an objection to this Sale Notice being timely filed, the Debtors are authorized to immediately consummate the Limited Notice Sale as described herein without further notice, hearing, or order of this Court.

**PLEASE TAKE FURTHER NOTICE** that, if an objection to this Sale Notice is timely filed and not withdrawn or resolved, the Debtors shall file a notice of hearing to consider the unresolved objection.

**PLEASE TAKE FURTHER NOTICE** that, any objection may be resolved without a hearing by an order of the Court submitted on a consensual basis by the Debtors and the objecting party.

Dated: November 3, 2021  
New York, New York

WILLKIE FARR & GALLAGHER LLP  
*Counsel for the Debtors and  
Debtors in Possession*

By: /s/ Andrew S. Mordkoff

Rachel C. Strickland  
Andrew S. Mordkoff  
Ciara A. Copell  
787 Seventh Avenue  
New York, New York 10019  
Telephone: (212) 728-8000  
Facsimile: (212) 728-8111

**EXHIBIT 1**

## **BILL OF SALE**

This BILL OF SALE (this "Bill of Sale") is executed as of October 27, 2021, by and between GBG USA Inc., a Delaware corporation ("Seller") and Le Tigre 360 Global LLC, a Delaware corporation ("Buyer").

1. Inventory. Seller desires to sell, convey, assign, transfer, and deliver to Buyer, and Buyer desires to purchase from Seller, subject to the terms and conditions of this Bill of Sale and the Sale Order all of Seller's right, title and interest in and to all inventory of Seller under the brand name "Le Tigre" all of which inventory is set forth on Exhibit A attached hereto (collectively, the "Inventory"), wherever the Inventory is presently located (and will be located as of the Closing), for and in consideration of the payment by Buyer to Seller at the Closing of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Consideration. The aggregate consideration (the "Purchase Price") to be paid by Buyer for the purchase of the Inventory shall be \$54,000. At the Closing, Buyer shall deliver, or cause to be delivered, to Seller, the Purchase Price in cash by wire transfer of immediately available funds to the bank account set forth on Exhibit B hereto.

3. Closing. The closing of the purchase and sale of the Inventory and the delivery of the Purchase Price (the "Closing") will take place by electronic exchange of documents at 10:00 a.m. Eastern Time on the first (1<sup>st</sup>) Business Day following the delivery by Seller to Buyer of a copy of the Sale Order as entered by the Bankruptcy Court, or at such other place or later time as the parties hereto may agree. The date the Closing occurs is referred to as the "Closing Date."

4. Representations of Seller. Seller represents and warrants to Buyer as follows as of the date hereof and as of the Closing Date:

- a. Seller (i) is an entity duly incorporated and validly existing under the laws of its jurisdiction of incorporation, and (ii) has all requisite corporate power and authority to own and operate its properties and to carry on its businesses as now conducted, subject to the provisions of the Bankruptcy Code.
- b. The execution, delivery and performance of this Bill of Sale by Seller, and the consummation by Seller of the transactions contemplated hereby, subject to requisite Bankruptcy Court approvals, have been duly and validly authorized by all requisite corporate action, and no other corporate proceedings on its part are necessary to authorize the execution, delivery or performance of this Bill of Sale by Seller. Subject to requisite Bankruptcy Court approvals, this Bill of Sale has been duly and validly executed and delivered by Seller, and, assuming this Bill of Sale is a valid and binding obligation of Buyer, this Bill of Sale constitutes a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as limited by the application of bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or

affecting creditors' rights or general principles of equity (whether considered in a proceeding in equity or at law) (the "Enforceability Exceptions").

- c. Seller is the lawful owner of, and has good title to, all of the Inventory. As of immediately prior to the Closing and subject to the entry of the Sale Order, Seller shall be the lawful owners of, and have good title to, and the power to sell, assign or transfer to Buyer, all of the Inventory. Upon Closing and entry of the Sale Order, Buyer will acquire from Seller good and marketable title to the Inventory.

Except for the representations and warranties expressly made by Seller in this Section 4 (the "Express Representations") (it being understood that Buyer has relied only on such Express Representations), Buyer acknowledges and agrees, on its own behalf and on behalf of its Related Parties, that neither Seller nor any other Person on behalf of Seller makes, and neither Buyer nor any of its Related Parties has relied on, the accuracy or completeness of any express or implied representation or warranty with respect to Seller, the Inventory or with respect to any statement or information of any nature made or provided by any Person, any information, statements, disclosures, documents or other material made available to Buyer or any of its affiliates or advisors, on behalf of Seller or any of its affiliates or advisors to Buyer or any of its affiliates or advisors.

5. Representations of Buyer. Buyer represents and warrants to Seller as follows as of the date hereof and as of the Closing Date:

- a. Buyer (i) is an entity duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and (ii) has all requisite power and authority to own and operate its properties and to carry on its businesses as now conducted.
- b. The execution, delivery and performance of this Bill of Sale by Buyer, and the consummation by Buyer of the transactions contemplated hereby, have been duly and validly authorized by all requisite corporate action, and no other corporate proceedings on its part are necessary to authorize the execution, delivery or performance hereunder by Buyer. This Bill of Sale has been duly and validly executed and delivered by Buyer, and, assuming this Bill of Sale is a valid and binding obligations of Seller, this Bill of Sale constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as limited by the Enforceability Exceptions.
- c. Buyer has access to, and will have at the Closing, sufficient immediately available funds in an aggregate amount necessary to pay the Purchase Price as required in Section 2 of this Bill of Sale.

Notwithstanding anything in this Bill of Sale to the contrary, Buyer acknowledges and agrees, on its own behalf and on behalf of its Related parties, that the Express Representations are the sole and exclusive representations, warranties and statements of any kind made to Buyer or any of its Related Parties and on which Buyer and its Related Parties may rely in connection with the transactions contemplated by this Bill of Sale. Buyer acknowledges and agrees, on its own behalf and on behalf of its Related Parties, that all other representations, warranties and statements

of any kind or nature expressed or implied, whether in written, electronic or oral form, including (a) the completeness or accuracy of, or any omission to state or to disclose, any information (other than solely to the extent expressly set forth in the Express Representations) including in any meetings, calls or correspondence with management of Seller, or any other Person on behalf of Seller or any of its affiliates or advisors and (b) any other statement relating to the Inventory, are, in each case specifically disclaimed by Seller and that neither Buyer nor any of its Related Parties has relied on any such representations, warranties or statements. Buyer acknowledges, on its own behalf and on behalf of its Related Parties, that it has conducted to its full satisfaction a due diligence review and independent investigation and verification of the Inventory, and, in making its determination to proceed with the transactions contemplated by this Bill of Sale, Buyer has relied solely on the results of such review and independent investigation and verification, and has not relied on, is not relying on, and will not rely on, Seller, any information, statements, disclosures, documents, projections, forecasts or other material made available to Buyer or any of its affiliates or advisors, or any information, statements, disclosures or materials, in each case, whether written or oral, made or provided by, or as part of, any of the foregoing or Seller or any of their respective affiliates or advisors, or any failure of any of the foregoing to disclose or contain any information, except for the Express Representations (it being understood that Buyer and its Related Parties have relied only on the Express Representations).

6. Covenants.

- a. Until the earlier of the termination of this Bill of Sale and the Closing, except for any limitations on operations imposed by, and subject to any orders entered or approvals or authorizations granted or required by or under the Bankruptcy Court or the Bankruptcy Code (including in connection with the Seller's bankruptcy case), Seller shall not sell or otherwise dispose of any Inventory.
- b. From time to time after the Closing, as and when requested by any party and at such requesting party's expense, the other party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions as such requesting party may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated by this Bill of Sale.

7. Termination. This Bill of Sale may be terminated only in accordance with this Section 7. This Bill of Sale may be terminated at any time prior to the Closing:

- a. by the mutual written consent of Seller and Buyer;
- b. by written notice from Seller to Buyer, if Seller or its board of directors determines in good faith that proceeding with the transactions contemplated by this Bill of Sale or failing to terminate this Bill of Sale would violate applicable law or breach its or its board of director's fiduciary obligations under applicable law; or
- c. by written notice of Buyer (on the one hand) or Seller (on the other hand) to the other, if the Bankruptcy Court shall have stated unconditionally that it will not enter the Sale Order approving the sale of the Inventory to Buyer.

In the event of termination, this Bill of Sale shall become null and void and there shall be no liability on the part of any party or any of its Related Parties to the other party; provided that this Section 7 and Sections 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 shall survive any such termination; provided further that no termination will relieve any party from any liability for damages (including damages based on the loss of the economic benefits of the transactions contemplated by this Bill of Sale), losses, costs or expenses (including reasonable legal fees and expenses) to any non-breaching party resulting from any material breach of this Bill of Sale by such first party prior to the date of such termination (which, for the avoidance of doubt, will be deemed to include any failure by Seller or Buyer to consummate the Closing if and when it is obligated to do so hereunder) or Fraud.

8. Definitions. For purposes of this Bill of Sale, the following capitalized terms shall have the meanings set forth in this Section 8.

- a. "Bankruptcy Code" means Title 11 of the United States Code, 11 U.S.C. §§ 101-1532.
- b. "Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of New York.
- c. "Bankruptcy Rules" means the terms and conditions set forth in this Bill of Sale and the Sale Order and in accordance with other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court.
- d. "Business Day" means any day other than a Saturday, Sunday or other day on which banks in New York City, New York are authorized or required by law to be closed.
- e. "Fraud" means, with respect to any party, actual common law fraud (and not constructive fraud, negligent misrepresentation or negligent omission, or any form of fraud premised on recklessness or negligence) under the laws of the State of New York, which shall only be deemed to exist if such party makes a representation or warranty in Section 4 (with respect to Seller) or Section 5 (with respect to Buyer), as applicable, with actual knowledge that such representation or warranty was false at the time such representation or warranty was made.
- f. "Final Order" means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction entered by the clerk of the Bankruptcy Court or such other court on the docket in Seller's bankruptcy case or the docket of such other court, which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, reargument or rehearing shall then be pending or (b) if an appeal, writ of certiorari new trial, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court or other court of competent jurisdiction shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument



or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order, shall not cause such order not to be a Final Order.

- g. “Person” means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, governmental Body or other entity or group.
- h. “Related Party” means, with respect to any party, any past, present or future direct or indirect equityholder, member, partner, manager, director, officer, employee, affiliate, agent, advisor or assignee of such party (or any past, present or future direct or indirect equityholder, member, partner, manager, director, officer, employee, affiliate, agent, advisor or assignee of any of the foregoing).
- i. “Sale Order” means a Final Order of the Bankruptcy Court approving the sale of the Inventory consistent with the terms of this Bill of Sale.

**9. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY DISCLAIMS, AND EXCLUDES HEREFROM, (a) ANY WARRANTY AS TO THE VALUE, DESIGN, QUALITY, DURABILITY, COMPLIANCE WITH SPECIFICATIONS, MANUFACTURE, OPERATIONS, OR CONDITION OF THE PROPERTY OR ANY DAMAGE THERETO; (b) ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE; (c) ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF FREEDOM FROM ANY RIGHTFUL CLAIM BY WAY OF INFRINGEMENT OR THE LIKE (INCLUDING, WITHOUT LIMITATION, INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT); (d) ANY IMPLIED REPRESENTATION OR WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE PROPERTY; (e) ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE CONDITION OF THE PROPERTY; AND (f) ANY OBLIGATION OR LIABILITY OF SELLER ARISING IN CONTRACT OR IN TORT (INCLUDING STRICT LIABILITY OR SUCH AS MAY ARISE BY REASON OF SUCH PERSON’S NEGLIGENCE), ACTUAL OR IMPUTED, OR IN STRICT LIABILITY, INCLUDING ANY OBLIGATION OR LIABILITY FOR LOSS OF USE, REVENUE OR PROFIT, WITH RESPECT TO THE PROPERTY OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY OR ANY OTHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE WHATSOEVER WITH RESPECT TO THE PROPERTY. BY ACCEPTANCE OF THIS BILL OF SALE, BUYER ACKNOWLEDGES AND AGREES TO BE BOUND BY ALL PROVISIONS HEREOF, AND BUYER, ON ITS OWN BEHALF AND ON BEHALF OF ITS RELATED PARTIES, HEREBY WAIVES, ALL RIGHTS AND CLAIMS IT OR THEY MAY HAVE AGAINST SELLER WITH RESPECT TO THE ACCURACY OF,**

**ANY OMISSION, OR ANY MISSTATEMENT WITH RESPECT TO ANY WARRANTY OR REPRESENTATION (WHETHER IN WRITTEN, ELECTRONIC OR ORAL FORM), EXPRESS OR IMPLIED, AS TO THE QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONDITION OF THE INVENTORY, SOLELY TO THE EXTENT EXPRESSLY SET FORTH IN THE EXPRESS REPRESENTATIONS. BUYER IS ACQUIRING THE INVENTORY ON AN “AS IS, WHERE IS” BASIS.**

10. GOVERNING LAW. EXCEPT TO THE EXTENT THE MANDATORY PROVISIONS OF THE BANKRUPTCY CODE APPLY, THIS BILL OF SALE, AND ANY ACTION THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS BILL OF SALE OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS BILL OF SALE OR THE TRANSACTIONS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION). ANY LEGAL SUIT, ACTION, PROCEEDING, OR DISPUTE ARISING OUT OF OR RELATED TO THIS BILL OF SALE MAY BE INSTITUTED IN THE BANKRUPTCY COURT ONLY , AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT IN ANY SUCH SUIT, ACTION, PROCEEDING, OR DISPUTE.

11. Severability. If a provision of this Bill of Sale is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Bill of Sale will not be impaired.

12. Course of Dealing. This is a final and exclusive expression of the agreement of Seller and Buyer and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this Bill of Sale.

13. Counterparts. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Delivery of a facsimile or other electronic version of one or more signatures to this Bill of Sale shall be deemed adequate delivery for all purposes hereof.

14. Expenses. Whether or not the Closing takes place, all fees, costs and expenses (including fees, costs and expenses of advisors) incurred in connection with the negotiation of this Bill of Sale and the consummation of the transactions contemplated hereby and thereby will be paid by the party incurring such fees, costs and expenses.

15. Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Bill of Sale will be in writing and will be deemed to have been given (a) when personally delivered, (b) when transmitted via electronic mail (provided with respect to electronic mail that no “bounce back” or similar message of non-delivery is received with respect thereto) (unless if transmitted after 5:00 P.M. Eastern time or other than on a Business Day, then on the next Business Day), (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third (3rd) Business Day following the day on

which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such party may specify by written notice to the other party.

Notices to Buyer:

Le Tigre 360 Global LLC  
575 Fifth Avenue, 31st Floor  
New York, NY 10017  
Attn: Ike S. Franco, CEO and Managing Partner  
Email: [ike.franco@infinitybrands.com](mailto:ike.franco@infinitybrands.com)

Notices to Seller:

GBG USA Inc.  
Empire State Building  
350 5<sup>th</sup> Ave, 8<sup>th</sup> Floor  
New York, New York 10118  
Attention: Robert Smits, EVP and Secretary  
Email: [robertsmits@globalbrandsgroup.com](mailto:robertsmits@globalbrandsgroup.com)

with a copy to (which shall not constitute notice):

Willkie Farr & Gallagher LLP  
787 Seventh Ave  
New York, New York 10019  
Attention: Rachel C. Strickland  
Andrew S. Mordkoff  
Email: [rstrickland@willkie.com](mailto:rstrickland@willkie.com)  
[amordkoff@willkie.com](mailto:amordkoff@willkie.com)

16. Binding Effect; Assignment. This Bill of Sale shall be binding upon Buyer and, subject to entry of the Sale Order, Seller and inure to the benefit of the parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Seller's bankruptcy case (including in any successor Chapter 7 case); provided that neither this Bill of Sale nor any of the rights or obligations hereunder may be assigned or delegated without the prior written consent of Buyer and Seller.

17. Amendment and Waiver. Any provision of this Bill of Sale or Exhibits hereto may be (a) amended only in a writing signed by Buyer and Seller, or (b) waived only in a writing executed by the Person against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

18. Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Bill of Sale will be construed to give any Person other than the parties hereto any legal or equitable right, remedy, or claim under or with respect to this Bill of Sale or any provision of this Bill of Sale.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be duly executed and delivered as of the date first written above.

**GBG USA INC.**

DocuSigned by:  
By: Rob Smits  
E7FC249E28F7431...  
Name: Robert Smits  
Title: EVP and Secretary

ACKNOWLEDGED AND AGREED:

**LE TIGRE 360 GLOBAL LLC**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be duly executed and delivered as of the date first written above.

**GBG USA INC.**

By: \_\_\_\_\_  
Name: Robert Smits  
Title: EVP and Secretary

ACKNOWLEDGED AND AGREED:

**LE TIGRE 360 GLOBAL LLC**

By: \_\_\_\_\_  
Name: *Ike S. Franco*  
Title: *CEO*

Exhibit A

Inventory

Exhibit A

Image	Brand Description	Material	Material Description	Material Color Description	Season	Fabric Category	Fabric Concept	Product Category Description	Size Group Description	NRF color code	Style No	Storage Location	Wholesale	MSRP	LDP Cost	A S Quantity	SIZES																																				
																	X5	5	M	L	XL	XXL	30	32	34	36	38	40	42	2	4	6	8	0	12	14	16	18															
	LE TIGRE	15LTGS1KP015066	THE JOGGER	LIGHT GREY HTR	Spring 2021	Knit	Interlock	Bot oms	M:Men	066	LTGS1KP015	GB01	\$ 44.50	\$ 89.00	\$ 46.75	295	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0												
	LE TIGRE	15LTGS1KT013066	THE HOODIE	LIGHT GREY HTR	Spring 2021	Knit	Interlock	Tops	A: Curs	066	LTGS1KT013	GB01	\$ 49.50	\$ 99.00	\$ 53.98	241	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0										
	LE TIGRE	15LTGS1KT021407	THE CLASSIC POLO	NIGHT SKY	Spring 2021	Knit	Pique	Tops	M:Men	07	LTGS1KT021	GB01	\$ 34.50	\$ 69.00	\$ 23.28	265	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0									
	LE TIGRE	15LTGS1KT021810	THE CLASSIC POLO	RED ORANGE	Spring 2021	Knit	Pique	Tops	M:Men	810	LTGS1KT021	GB01	\$ 34.50	\$ 69.00	\$ 23.28	293	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								
	LE TIGRE	15LTGS1KT023066	THE TECH TEE	LIGHT GREY HTR	Spring 2021	Knit	N/A	Tops	M:Men	066	LTGS1KT023	GB01	\$ 24.50	\$ 49.00	\$ 21.11	300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								
	LE TIGRE	15LTGS1KT023166	THE TECH TEE	BRIGHT WHITE	Spring 2021	Knit	N/A	Tops	M:Men	166	LTGS1KT023	GB01	\$ 24.50	\$ 49.00	\$ 19.30	283	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0							
	LE TIGRE	15LTGS1KT023810	THE TECH TEE	RED ORANGE	Spring 2021	Knit	N/A	Tops	M:Men	810	8285P361	GB01	\$ 24.50	\$ 49.00	\$ 19.30	291	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
	LE TIGRE	15LTGS1WJ008013	THE BLAZER	CHARCOAL	Spring 2021	Woven	Performance Twill	Jackets	M:Men	013	LTGS1WJ008	GB01	\$ 129.50	\$ 259.00	\$ 44.73	227	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
	LE TIGRE	15LTGS1WP002166	THE CHINO SHORT	BRIGHT WHITE	Spring 2021	Woven	Performance Twill	Bot oms	M:Men	166	LTGS1WP002	GB01	\$ 39.50	\$ 79.00	\$ 32.59	173	0	0	0	0	0	0	0	0	0	15	29	0	29	29	27	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
	LE TIGRE	15LTGS1WP002451	THE CHINO SHORT	VAPOR BLUE	Spring 2021	Woven	Performance Twill	Bot oms	M:Men	51	LTGS1WP002	GB01	\$ 39.50	\$ 79.00	\$ 32.59	152	0	0	0	0	0	0	0	0	0	16	28	28	26	29	20	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
	LE TIGRE	15LTGS1WP003006	THE CARGO	JET BLACK	Spring 2021	Woven	Performance Twill	Bot oms	M:Men	006	LTGS1WP003	GB01	\$ 64.50	\$ 129.00	\$ 49.75	251	0	0	0	0	0	0	0	0	0	21	42	40	42	43	42	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
	LE TIGRE	15LTGS1WT006166	THE SHIRT	BRIGHT WHITE	Spring 2021	Woven	N/A	Tops	A: Curs	166	LTGS1WT006	GB01	\$ 44.50	\$ 89.00	\$ 26.65	241	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
	LE TIGRE	15LTMS1KD008066	SHEATH DRESS	LIGHT GREY HTR	Spring 2021	Knit	Interlock	Dresses	W Missy	066	LTMS1KD008	GB01	\$ 49.50	\$ 99.00	\$ 32.51	253	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
	LE TIGRE	15LTMS KP004066	THE JOGGER	LIGHT GREY HTR	Spring 2021	Knit	Interlock	Bot oms	W Missy	066	LTMS1KP00	GB01	\$ 44.50	\$ 89.00	\$ 45.33	300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
	LE TIGRE	15LTMS KT009066	THE RACER TOP	LIGHT GREY HTR	Spring 2021	Knit	N/A	Tops	W Missy	066	9183P892	GB01	\$ 29.50	\$ 59.00	\$ 19.24	253	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
	LE TIGRE	15LTMS KT009166	THE RACER TOP	BRIGHT WHITE	Spring 2021	Knit	N/A	Tops	W Missy	166	LTMS1KT009	GB01	\$ 29.50	\$ 59.00	\$ 17.89	248	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	LE TIGRE	15LTMS KT009810	THE RACER TOP	RED ORANGE	Spring 2021	Knit	N/A	Tops	W Missy	810	LTMS1KT009	GB01	\$ 29.50	\$ 59.00	\$ 17.89	252	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	LE TIGRE	15LTMS KT016810	THE NEW POLO	RED ORANGE	Spring 2021	Knit	N/A	Tops	W Missy	810	LTMS1KT016	GB01	\$ 34.50	\$ 69.00	\$ 19.25	228	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	LE TIGRE	15LTMS KT042066	THE MUSCLE TEE	LIGHT GREY HTR	Spring 2021	Knit	N/A	Tops	W Missy	066	LTMS1KT0 2	GB01	\$ 24.50	\$ 49.00	\$ 21.23	200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	LE TIGRE	15LTMS1WJ001013	THE BLAZER	CHARCOAL	Spring 2021	Woven	Performance Twill	Jackets	W Missy	013	LTMS1WJ001	GB01	\$ 129.50	\$ 259.00	\$ 42.44	217	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	LE TIGRE	15LTMS1WP002006	THE CARGO	JET BLACK	Spring 2021	Woven	N/A	Bot oms	W Missy	006	LTMS1WP002	GB01	\$ 64.50	\$ 129.00	\$ 54.69	249	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



Exhibit B

Wire Instructions

Bank: [REDACTED]  
Account Name: [REDACTED]  
Account No.: [REDACTED]  
Wire Routing No.: [REDACTED]  
Swift/BIC Code: [REDACTED]