

FILED IN DEKALB COUNTY SUPERIOR COURT
ASSIGNMENT FOR BENEFIT OF CREDITORS

In re: : Deed of Assignment
:
MLG Northlake Inc. f/k/a Mori : Book # 26851
Luggage and Gifts, Inc., :
Assignor :
: Page # 796
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MLGNL Assignee, Inc., :
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Assignee :
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STATE OF GEORGIA
COUNTY OF FULTON

AFFIDAVIT OF ASSIGNEE OF ASSETS OF MLG NORTHLAKE, INC.

Personally appeared before me, S. Gregory Hays, in his capacity as President of MLGNL Assignee, Inc., (the "Assignee") pursuant to that certain Deed of Assignment for Benefit of Creditors Agreement dated as of the 10th day of April, 2018 by MLG Northlake, Inc. (the "Assignor") and the Assignee. Pursuant to Georgia Code Section 18-2-47, the Assignee, produces this list of all property of every kind, character, and description held, claimed, owned, or possessed by the Assignor at the date of assignment.

1. That certain secured Promissory Note in principal amount of \$761,263.41 dated February 1, 2018 by and between Assignor and Faux Liquidators, Inc. and G & M Luggage, Inc.
2. That certain Security Agreement, dated February 1, 2018, by and between Assignor and FAUX Liquidators, Inc., G & M Luggage, Inc.
3. That certain Unconditional Guaranty of Payment and Performance dated February 1, 2018, by Guarantors: Lakhjit Singh, Hardial Gill, Innovation Luggage, Inc., and Bergman Luggage, LLC.

4. Any and all rights of "Seller" under Asset Purchase Agreement dated February 1, 2018, by and among Assignor, as Seller, and Faux Liquidators, Inc. and G&M Luggage, Inc., as Seller, and all related documents and instruments.
5. UCC-1 Financing Statement (File No. 2018-032-6248-4) filed on February 1, 2018 with the State of Washington, listing Assignor as the Secured Party and Faux Liquidators, Inc. as Debtor, and all amendments thereto.
6. UCC-1 Financing Statement filed on February 2, 2018, with the Georgia Secretary of State (File No. 044-2018-000464), listing Assignor as the Secured Party and G & M Luggage, Inc. as Debtor, and all amendments thereto.
7. All cash, cash equivalents, and bank accounts of Assignor. The total cash transferred to Assignee bank account is \$21,000.00 and \$4,105.53 Assignor name is being transferred.
8. A receivable for \$1,763.36 from Areas, USA Inc.
9. All remaining inventory including all damaged scratch and dent inventory at the warehouse located at 3595 McCall Place, Atlanta, GA as more detailed in Schedule B or the Assignor's Affidavit. The Assignee has not yet taken an inventory to verify the information on Schedule B but is arranging an auction of all remaining inventory at the warehouse.
10. All remaining retail store fixtures at the warehouse located at 3595 McCall Place, Atlanta, GA as more fully describe on Schedule B of Assignor's Affidavit. The Assignee has not yet taken an inventory to verify the information on Schedule B but is arranging an auction of all remaining inventory at the warehouse.
11. All furniture fixtures and equipment that is not leased or sold to Purchase at the warehouse located at 3595 McCall Place, Atlanta, GA as more fully describe on Schedule B of Assignor's Affidavit. The Assignee has not yet taken an inventory to verify the information on Schedule B but is arranging an auction of all remaining inventory at the warehouse.
12. Two box trucks as more fully describe on Schedule B of Assignor's Affidavit. The trucks are Chevrolet G3500 are 2003 and 2007 models. The Assignee is planning to auction with inventory and fixtures.


13. Right of access, as necessary, to original financial and tax records of Assignor, together with all supporting documentation.
14. Any and all claims, refunds, causes of action, choses in action, rights of recovery, rights of setoff, and rights of recoupment against any other person or entity associated with Assignor.
15. Any and all tax refunds, credits or deductions owing to, available to, or accruing to the benefit of Assignor.

As representative of the Assignee, S. Gregory Hays has examined the Assignor's affidavit, books and other papers of the Assignor. In reliance on the Affidavit of Assignor and to the best of his knowledge, information, and belief states the above list of assets is complete and accurate.

Under penalty of perjury, I swear that the above information is, to the best of my knowledge, information and belief, true, correct and complete.

MLGNL Assignee, Inc.

As Assignee for the assets of MLG Northlake, Inc.
pursuant to that Deed of Assignment for Benefit of Creditors Agreement,
under Georgia Law, dated April 25, 2018



Date: April 25, 2018
By: S. Gregory Hays, President

(SEAL)
Signed, sealed and delivered in presence of us



Notary Public
Fulton County, Georgia.



Unofficial Witness

