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TO: The Commissioner of Patents and Trademarks

Original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 1828 FRAME: 0212

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

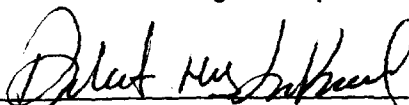
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Robert H.G. Lockwood
Name of Person Signing


Signature

12-1-98
Date Signed

BILL OF SALE

THIS IS A BILL OF SALE (this "Instrument") made, executed and delivered by Marlin Manufacturing Company, Inc., a Texas corporation (the "Seller"), with respect to the conveyancing by the Seller to Angelica Corporation, a Missouri corporation (the "Buyer"), pursuant to that certain Agreement of Sale by and between the Buyer and the Seller, dated as of September 16, 1994, (the "Agreement") of certain assets of the Seller enumerated in the Agreement, which Agreement is incorporated herein for all purposes. By this instrument, the Seller and the Buyer, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), hereby agree as follows:

1. Bill of Sale and Assignment of Assets. The Seller does hereby sell, transfer, convey and deliver to the Buyer, all right, title and interest, legal and equitable, of the Seller in and to all the assets of Seller enumerated in the Agreement and set out in Section 1.1 thereof (the "Assets");

TO HAVE AND TO HOLD all and singular the Assets, without limitation, for its own use forever.

2. Good and Indefeasible Title. Seller does hereby vest in Buyer good and indefeasible title to the Assets free and clear of all liens and encumbrances of any kind, except as may be set forth in the Agreement or the Schedules thereto.

3. Warranty of Title. Seller does hereby agree to warrant and defend title to the Assets against all persons and to indemnify, defend and hold the Seller harmless from any breach of warranty, subject to the terms and conditions of the Agreement.

4. Miscellaneous Provisions.

A. Further Assurances. The Seller hereby agrees, at its own expense, to perform all such further acts and execute and deliver all such further agreements, instruments and other documents as the Buyer shall reasonably request to evidence more effectively the conveyance, assignment, transfer and sale made by the Buyer under this Instrument.

B. Notices. All notices or other communications or deliveries provided for hereunder shall be given as provided in the Agreement.

C. Successors in Interest. This Instrument and all of the provisions hereof shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto permitted pursuant to the Agreement.

D. Governing Law. This Instrument shall be interpreted, construed and governed according to the laws of the State of Texas (excluding any conflicts-of-law rule or principle of Texas law that might refer to the governance, construction or interpretation of this Instrument to the laws of another state).

IN WITNESS WHEREOF, the undersigned has executed this Instrument as of September 16, 1994.

MARLIN MANUFACTURING COMPANY, INC.
SELLER

BY: *Amnon Denur*
AMNON DENUR
PRESIDENT

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (hereinafter called the "Agreement") made and entered into as of the 16th day of September, 1994, by and among Marlin Manufacturing Company, Inc., a Texas corporation with its principal place of business at 2201 South Harwood Street, Dallas, Texas 75215 (referred to herein as "Seller"), Amnon DeNur, Linda Solomon Johnston, and John Livingston, (referred to herein as "Selling Shareholders") and Angelica Corporation, a Missouri Corporation with its principal place of business at 424 South Woods Mill Road, Chesterfield, Missouri 63017-3406 (herein referred to as "Buyer"). The Seller, the Selling Shareholders and the Buyer are hereinafter collectively called the "Parties".

WITNESSETH:

WHEREAS, Selling Shareholders are the sole shareholders of Seller, and will benefit significantly from this Agreement of Sale, and,

WHEREAS, Seller has been engaged and is now engaged in the business of manufacturing and distributing commercial uniform apparel, said business being sometimes hereinafter called the "Acquired Business", and

WHEREAS, the Parties desire to enter into an agreement for the sale by Seller to Buyer of certain of Seller's assets, property and property rights used in the conduct of the Acquired Business as set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises set forth above, the purchase price hereinafter provided, and the covenants, warranties and representations set forth herein, the Parties agree as follows:

1. Sale and Purchase of Certain Assets. Subject to the terms and conditions of this Agreement, Seller agrees to sell and Buyer agrees to buy the assets listed herein.

1.1 Agreement to Sell Certain Assets.

(a) Except as provided in subsection (b) and in Section 2, the Seller will sell, transfer, convey and deliver to the Buyer, and the Buyer will acquire from the Seller, all of the Seller's right, title and interest in and to the following assets, properties and rights used in the operation of the Acquired Business (the "Assets"), including without limitation:

- (i) the Equipment, as more specifically set out in Schedule 1.1(a)(i);
- (ii) the Contracts listed on Schedule 1.1(a)(ii) or hereafter entered into in the ordinary course of business of the Acquired Business, to the extent transferable (but not including insurance contracts);
- (iii) the Inventory;
- (iv) all intangible assets (except to the extent associated with the assets referred to in subsection (b) of this Section) and leasehold interests in personal property associated with the Acquired Business;
- (v) the Rights, except as provided in subsection (b) of this Section;
- (vi) all of Seller's Books and Records, (but not including minute books or other corporate records) relating to the Assets, whether maintained at the facilities from which the Acquired Business is conducted or elsewhere (Seller may retain copies of such Books and Records);
- (vii) Trade accounts receivable, subject to recourse as provided in Section 18 hereof;

- (viii) rights of the Seller under covenants not to compete by third parties in favor of the Seller, to the extent transferable and applicable to the Acquired Business.
 - (ix) all advances to sales representatives outstanding at Closing and listed in Schedule 1.1(ix), provided such sales representative has, on or prior to Closing, executed an employment and non-competition agreement with Buyer; and
 - (x) all usable prepaid expenses outstanding at Closing and listed in Schedule 1.1(x).
- (b) The Seller is not selling or otherwise transferring to the Buyer pursuant to this Agreement or otherwise, and shall retain, the following assets of the Seller:
- (i) All cash , certificates of deposit, bankers' acceptances, United States Government (or Agency) securities and other like investments;
 - (ii) All prepaid insurance premiums; and
 - (iii) Real Estate located in Dallas, Henderson, Marlin and Bowie, Texas;
 - (iv) Receivables other than trade account receivables; and
 - (v) Claims.

1.2 Purchase Price.

- (a) The purchase price for the Assets shall be the sum of the following:
- (i) an amount equal to the book value as of September 11, 1994, of trade accounts receivable, advances to sales representatives (as set out in 1.1(a)(ix)), Inventory and usable prepaid expenses, plus

20.10 Law shall include any law, ordinance, or governmental order, rule, regulation, standard or permit (including, without limitation, all environmental, energy, safety, health, zoning, antidiscrimination, antitrust and wage and hour laws, ordinances, orders, rules, regulations, standards or permits), including without limitation those relating to air emissions, effluent discharges and solid and hazardous waste storage, treatment and disposal.

20.11 Inventory shall include all finished goods, raw materials, findings, and work in process for on-going customers and all inventory reserves.

20.12 Lien shall include any mortgage, lien, pledge, security interest, conditional sale agreement, charge, claim, easement, right, condition, restriction or other encumbrance or defect of title of any nature whatsoever (including, without limitation, any past due assessment, charge or other type of notice which is levied or given by any authority and for which a lien could be filed).

20.13 Proceeding shall include any litigation, arbitration, investigation or other proceeding, and shall further include any notice of violation, order, claim, citation, complaint, review, or penalty assessment, in each case whether administrative, civil or criminal, at law or in equity.

20.14 Real Estate shall mean the premises located in Dallas, Henderson, Marlin and Bowie, Texas and used in the Acquired Business, including any and all fixtures.

20.15 Rights shall include Seller's rights to all patents, patent applications, copyrights, franchises, licenses, permits, easements, computer software programs, rights (including, without limitation, rights to trade secrets and proprietary information and know-how), certificates, approvals and other authorizations including those issued by or filed with any Authority and all trade names (including but not limited to the names Marlin Manufacturing, Prestige Business Fashions, Creative Images, or any derivation thereof), trademarks, service marks, logos or other proprietary rights or applications with respect thereto used in the Acquired Business.