

03-28-2001



101650794

3-28-01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached 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
Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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)

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

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.)

FOR OFFICE USE ONLY

03/28/2001 GTON11 00000195 75857425

01 FC:481
02 FC:481

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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)

**RETURN TO:
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004**

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)

<input type="text" value="75857425"/>	<input type="text" value="76182645"/>	<input type="text" value="75905764"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2159729"/>	<input type="text" value="2345931"/>	<input type="text" value="2339214"/>
<input type="text" value="2293444"/>	<input type="text" value="2196664"/>	<input type="text" value="2278251"/>
<input type="text" value="2157323"/>	<input type="text" value="2285935"/>	<input type="text" value="2419949"/>

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.

Joel Kabakoff

3/23/01

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional 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

Enter Additional 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

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.*)

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)

74/715210	74/715211	74/715212
74/735390		

2354082	2352939	1242899
1575088	475751	7858/94

AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Amendment to Trademark Security Agreement is entered into as of March 13, 2001 by and between Strategic Partners, Inc., a California corporation, d/b/a Cherokee Uniforms ("Grantor"), and Fleet Capital Corporation, formerly doing business as Shawmut Capital Corporation ("Fleet").

A. Grantor and Fleet previously entered into a Trademark Security Agreement dated July 27, 1995 (as amended, the "Agreement") and certain documents, instrument and agreements related thereto (the "Trademark Documents").

B. The Agreement was entered into in connection with a Loan and Security Agreement dated July 27, 1995 between Grantor and Fleet (the "Loan Agreement").

C. Grantor and Fleet have amended and restated the Loan Agreement such that Fleet will now also serve as agent for the lenders party to the amended and restated loan agreement.

D. The records of the United States Department of Commerce, Patent and Trademark Office currently list the assignee of the trademarks and trademark applications listed on the attached Exhibit "A" as "Shawmut Capital Corporation" or "Fleet Capital Corporation, formerly doing business as Shawmut Capital Corporation" and the parties wish to update the records to reflect Fleet's current status as agent for the lenders.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Assignee/Secured Party. The Trademark Documents are hereby amended to provide that the assignee/secured party is:

FLEET CAPITAL CORPORATION, FOR ITSELF AND AS AGENT
15260 Ventura Boulevard, Suite 400
Sherman Oaks, California 91403
Attn: Loan Administration Manager

2. Additional Trademarks. Schedule A to Attachment I of the Agreement is amended to add the following information:


<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Date</u>	<u>Federal Registration Number</u>
Classroom - Uniforms	United States	5/19/98	2,159,729
Classroom – Footwear, socks, etc.	United States	4/25/00	2,345,931
Inspired Comfort	United States	4/4/00	2,339,214
Medman	United States	11/16/99	2,293,444
R(&Design)	United States	10/13/98	2,196,664
Rockers - Clothing	United States	9/14/99	2,278,251
Scrub Star	United States	5/12/98	2,157,323
Scrub Star (& Design)	United States	9/9/97	2,285,935
Tooniforms	United States	1/9/01	2,419,949
Underscrubs	United States	5/30/02	2,354,082

3. Additional Trademark Applications. Schedule B to Attachment I of the Agreement is amended to add the following information:

<u>Trademark Application</u>	<u>Jurisdiction</u>	<u>Date Filed</u>	<u>Serial No.</u>
II Soft	United States	11/24/99	75857425
Scrub H.Q.	United States	12/18/00	76182645
Strong Enough To Care	United States	1/27/00	75905764

IN WITNESS WHEREOF, this Amendment has been duly executed on the day and year specified at the beginning of this Amendment.

STRATEGIC PARTNERS, INC.

By  _____
Its CFO _____

**FLEET CAPITAL CORPORATION,
for itself and as Agent**

By _____
Its _____

IN WITNESS WHEREOF, this Amendment has been duly executed on the day and year specified at the beginning of this Amendment.

STRATEGIC PARTNERS, INC.

By _____
Its _____

**FLEET CAPITAL CORPORATION,
for itself and as Agent**

By Mark P. Newlin
Its S.V.P.

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Date Filed</u>	<u>Serial No.</u>
Cherokee service mark for retail stores	United States Patent & Trademark Office	08/14/95	74/715210
Indian man trademark	United States Patent & Trademark Office	08/14/95	74/715211
Indian head dress trademark	United States Patent & Trademark Office	08/14/95	74/715212
Cherokee	United States Patent & Trademark Office	09/28/95	74/735390

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration/Serial No. and Class</u>	<u>Country</u>
Cherokee ¹	Reg. No. 2,352,939	United States
ROCKERS	Reg No. 1,242,899 International Class 25	United States
ROCKERS FOR WALKERS	Reg. No. 1,575,088 International Class 25	United States
ROCKERS	Reg. No. 475,751 International Class 25	Mexico
ROCKERS	Serial No. 7858/94	Japan

¹ The documents previously submitted for recordation were filed with the PTO prior to the issuance of a registration number and referenced the filing date of 9/28/95 and application number of 74/735390.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles } ss.

On 3-13-01, before me, Merly D. Dee, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Mark D. Newlan,
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Merly D. Dee
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment to Trademark Security Agreement

Document Date: _____ Number of Pages: 5

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer

Signer's Name: MARK D. NEULAN

- Individual
- Corporate Officer — Title(s): Sr. Vice President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Fleet Capital Corporation

State of California

County of Los Angeles

On March 13, 2001 before me, Nicole-Gabrielle Brown Notary Public,

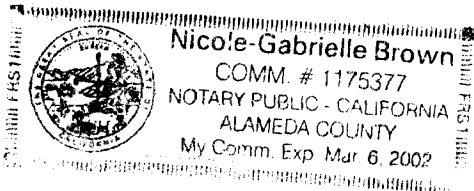
DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Robert Pierpoint

NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Amendment to Trademark Security Agreement
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE