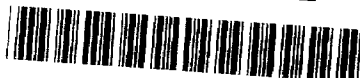


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RE 101968894 TRADEMARKS U.S.

J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Workrite Uniform Company, Inc.

1.18.00

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other California

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank Texas, National Association

Internal

Address:

Street Address: 319 Lipscomb

City: Fort Worth State: Texas Zip: 76104

- Individual(s) citizenship Association Texas General Partnership Limited Partnership Corporation-State Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: October 31, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,199,806; 2,199,807; 2,278,774

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: S. Roxanne Edwards

Internal Address: Winstead Sechrest & Minick P.C.

Street Address: P.O. Box 50784

1201 Main Street

City: Dallas State: Texas Zip: 75250

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

23-2426

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

S. Roxanne Edwards

Name of Person Signing

[Signature]

Signature

12/20/01

Date

8

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK

REEL: 002435 FRAME: 0736

02/01/2002 LMUELLER 00000053 2199806 40.00 OP 50.00 OP 01 FC:461 02 FC:482

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Agreement") is entered into as of October 31, 2001, by and between WORKRITE UNIFORM COMPANY, INC., a California corporation ("Debtor"), and WELLS FARGO BANK TEXAS, NATIONAL ASSOCIATION, as Administrative Agent ("Administrative Agent").

RECITALS:

A. Williamson-Dickie Manufacturing Company ("Borrower"), certain lenders or other financial institutions parties thereto (the "Lenders") and the Administrative Agent are parties to that certain Credit Agreement dated as of October 31, 2001 (as the same has been or may be amended, restated or modified from time to time, the "Credit Agreement").

B. Pursuant to the Credit Agreement, Borrower, Debtor, certain affiliates of Borrower and the Administrative Agent have entered into that certain Security Agreement dated as of October 31, 2001 (as the same has been or may be amended, restated, supplemented or modified from time to time, the "Security Agreement") pursuant to which the Debtor has granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a lien on and security interest in, among other things, Trademarks (as described in the Security Agreement), including all trademarks, service marks, and all trademarks and service mark registrations and applications, both foreign and domestic, at any time owned by the Debtor, including without limitation, those described on Exhibit A hereto.

C. It is a condition to the Administrative Agent's and the Lenders' obligations under the Credit Agreement that the parties hereto execute this Agreement to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Grant of Security Interest. To secure all now existing or hereafter arising Obligations (as defined in the Credit Agreement), the Debtor hereby grants to the Administrative Agent a security interest in all of Debtor's right, title and interest in and to the Trademarks (subject to rights of licensees of the Trademarks existing under licenses now existing or hereafter granted by the Debtor), and all rights and interest associated with the foregoing including any licenses, license rights and royalties of all rights to sue or by opposition or cancellation proceedings for past, present and future infringements of such rights, and all proceeds of the foregoing.

2. After Acquired Trademark Rights. If the Debtor shall obtain rights to any Trademarks after the Closing Date (as defined in the Credit Agreement), the provisions of this Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to the Administrative Agent with respect to any such Trademarks or renewal or extension of any

registration of Trademarks. The Debtor shall bear any expenses incurred in connection with future applications for registration of Trademarks.

3. Assignment. All grants, covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the Debtor may not delegate or assign any of its duties or obligations under this Agreement without the prior written consent of the Administrative Agent. THE ADMINISTRATIVE AGENT RESERVES THE RIGHT TO ASSIGN ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT IN WHOLE OR IN PART TO ANY PERSON OR ENTITY.

4. Choice of Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF TEXAS APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE; PROVIDED THAT EACH PARTY SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

5. Choice of Forum. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF TEXAS SITTING IN TARRANT COUNTY, TEXAS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS (FORT WORTH DIVISION), AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE DEBTOR AND THE ADMINISTRATIVE AGENT CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. THE DEBTOR AND THE ADMINISTRATIVE AGENT IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR OTHER DOCUMENT RELATED THERETO. THE DEBTOR AND THE ADMINISTRATIVE AGENT WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE.

6. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Debtor and the Administrative Agent have executed this Agreement by their duly authorized officers as of the date first above written.

DEBTOR:

WORKRITE UNIFORM COMPANY, INC.

By: Philip C Williamson
Name: Philip C Williamson
Title: Chairman

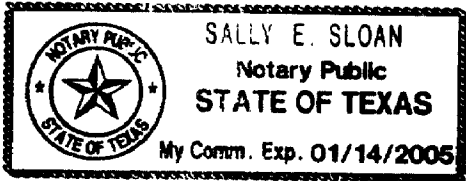
ADMINISTRATIVE AGENT:

WELLS FARGO BANK TEXAS, NATIONAL ASSOCIATION, as Administrative Agent

By: Stephen C Melton
Name: Stephen C Melton
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 9 day of November, 2001, by Philip C Williamson, the Chairman of WORKRITE UNIFORM COMPANY, INC., a California corporation, on behalf of the corporation.



Sally E. Sloan
Notary Public
In and for the State of Texas
My Commission Expires: 1/14/05

STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 30th day of November, 2001, by Steve Melton, a Vice President of WELLS FARGO BANK TEXAS, NATIONAL ASSOCIATION, as Administrative Agent, a national banking association, on behalf of such national association.



Steve Melton
Notary Public
In and for the State of TEXAS
My Commission Expires: 2-18-02

EXHIBIT A

[SEE ATTACHED]

WORKRITE UNIFORM COMPANY, INC.
 (SUBSIDIARY OF WILLIAMSON-DICKIE MANUFACTURING COMPANY)
 CURRENT U.S. FEDERAL TRADEMARK REGISTRATION (10/30/2001)

Mark	Reg. No.	Reg. Date	Due Date	Class
WORKRITE & Design	2199806	10/27/98	10/27/2008	25
W & Design	2199807	10/27/98	10/27/2008	25
YOUR UNIFORM FOR LIFE COMPANY	2278774	09/21/99	09/21/2009	25