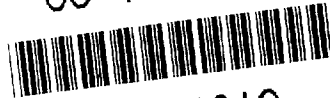


06-19-2002



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

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

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

1. Name of conveying party(ies): Angelica Corporation

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: April 10, 2002

2. Name and address of receiving party(ies)

Name: Cintas Corporation

Internal Address:

Street Address: 6800 Cintas Boulevard

City: Mason State: OH Zip: 45262

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State State of Washington 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,356,177 2,421,893; 2,375,989; 783,715

Additional number(s) attached Yes No

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

Name: Keating, Muething & Klekamp, P.L.L.

Internal Address: Attn: Daniel B. Runk, Esq.

Street Address: 1400 Provident Tower, One East Fourth Street

City: Cincinnati State: OH Zip: 45202

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41) \$ 290.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Daniel B. Runk Name of Person Signing

[Signature] Signature

6-13-02 Date

Total number of pages including cover sheet, attachments, and document: 7

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

06/18/2002 TDIAZI 00000193 2356177

01 FC:481 02 FC:482

40.00 OP 250.00 OP

TRADEMARK REEL: 002528 FRAME: 0137

Additional Trademarks to be Assigned

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issuance Date</u>
898783	Career Fashions	09-15-1970
1256207	DA & Design	11-01-1983
1253054	Design Accessories	10-04-1983
1291187	Design Accents	08-21-1984
500338	Plantswear	05-11-1948
793400	Supercron	07-27-1965
755136	Freostat	08-20-1963

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made as of the 10th day of April, 2002, by and among CINTAS CORPORATION, a corporation organized under the laws of the State of Washington ("Purchaser"), ANGELICA CORPORATION, a Missouri corporation ("Parent") and ANGELICA INTERNATIONAL, LTD., a corporation organized under the laws of Ontario and wholly-owned subsidiary of Parent ("Subsidiary"). Parent and Subsidiary are sometimes referred to individually as a "Seller" and collectively as "Sellers."

WITNESSETH:

WHEREAS, Sellers are engaged in the business of manufacturing and marketing image and business apparel for a wide variety of institutions and businesses which business is commonly known as Angelica Image Apparel, Sally Fourmy & Associates and Angelica International, but specifically excluding for purposes of the transactions contemplated in this Agreement, the manufacturing and marketing of such apparel (i) for customers in: (A) the healthcare and healthcare-related industries, (B) the mass transit and transportation industries, and (C) the rental (non-direct) industry; and (ii) as school uniforms (as defined in this clause, the "Business");

WHEREAS, Sellers desire to sell, transfer, assign and convey to Purchaser certain of their assets associated with the Business as set forth in Section 1.1 of this Agreement, and the Purchaser desires to purchase the same upon the terms and conditions set forth herein.

WHEREAS, each of the parties hereto desires to set forth certain representations, warranties and covenants, and to establish certain closing conditions, made to induce the other to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

SECTION 1.

SALE AND PURCHASE OF ASSETS, CLOSING, CONSIDERATION

1.1 Assets to be Acquired.

On the terms and subject to the conditions of this Agreement, Sellers agree to sell, convey, assign, deliver and transfer to Purchaser free and clear of all any mortgage, pledge, deed of trust, hypothecation, right of others, claim, security interest, encumbrance, burden, title defect, title retention agreement, lease, sublease, license, occupancy agreement, easement, covenant, condition, encroachment, voting or voting trust agreement, interest, option, right of first offer, negotiation or refusal, preemptive right, proxy, lien, charge or other restrictions or limitations of any nature whatsoever (collectively, the "Liens") except for those Liens set forth on Schedule 3.7(a), and Purchaser agrees to purchase from Sellers, only those assets of Sellers, tangible or

intangible, wherever located, used in the conduct of the Business, which are set forth in this Section 1.1 (collectively the "Purchased Assets") as follows:

(a) Only that machinery, equipment, racks, rolling stock, hampers, carts, hand and power tools, computers and computer software, furniture and fixtures, leasehold interests and improvements, prepaid charges, soap, hangers, chemicals (but not waste materials) and related supplies which are primarily used in the conduct of the Business which assets are set forth on Schedule 1.1(a) attached hereto (collectively, the "Fixed Assets");

(b) Only those inventory items primarily relating to the Business which Purchaser has agreed to purchase at the Closing, which are set forth as of Closing on Schedule 1.1(b) and those inventory items that Purchaser purchases after the Closing, in accordance with the terms of this Agreement, including the terms of Section 1.3 (the "Inventory");

(c) Only those customer contracts and customer accounts existing in connection with the Business which are set forth on Schedule 1.1(c), including, but not limited to, all claims and rights under such customer contracts and purchase orders, written and oral, all claims and rights relating to such customers served by Sellers in the Business but not under written contracts, all customer lists, records, computer records and other similar data relating to such customer accounts, and rights under bids and proposals now pending which relate to the Business (collectively the "Customer Contracts" and the Business customers the "Customer Accounts");

(d) All accounts receivable with current active customers arising from transactions of the Sellers in the Business outstanding as of the Closing Date (later defined) and those billed after the Closing Date for services rendered by Sellers prior to the Closing Date (the "Accounts Receivable");

(e) All right, title and interest of Sellers in and to (i) all patents, trademarks, trade names, trade styles, service marks, artwork designs, trade dress, logos, trade names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith, (ii) all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith, (iii) all trade secrets and confidential business information (including technical data, specifications, designs, know-how, pricing and cost information and business and marketing plans and proposals), and (iv) all markers, patterns, grading rules, library markers and specialized software for the Business, all as primarily relating to the Business and more specifically described in Schedule 1.1(e) (collectively, the "Intellectual Property");

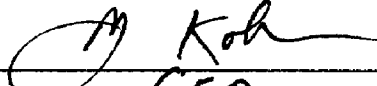
(f) All files, books and records (including computer records) of Sellers relating to the foregoing items;

(g) All contracts, oral or written, of Sellers set forth on Schedule 1.1(g) attached hereto (the "Assumed Contracts");

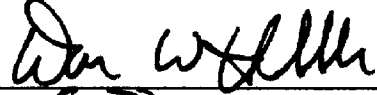
(h) All choses in and causes of action relating to the foregoing;

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

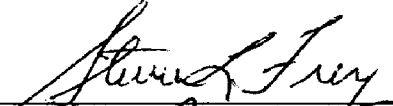
CINTAS CORPORATION

By: 
Its: CEO

ANGELICA CORPORATION

By: 
Its: CEO

ANGELICA INTERNATIONAL, LTD.

By: 
Its: Vice President

Schedule 1.1(e)Intellectual Property

See attached lists of patterns and grading rules. See software licenses on Schedule 1.1(g).

Trademarks - Registered

<i>Name</i>	<i>Country</i>	<i>Class</i>	<i>Registration Number</i>	<i>sue Date</i>
AIA and Design	US	25	2356177	6/6/2000
AIA Sport	US	25	2421893	1/16/2001
AIA Studio	US	25	2375989	8/8/2000
Armor	US	24	783715	1/19/1965
Career Fashions	US	25	898783	9/15/1970
DA and Design	US	25	1256207	11/1/1983
Design Accessories	US	25	1253054	10/4/1983
Designer Accents	US	25	1291187	8/21/1984
Granite Wear and Design	Canada		428070	6/3/1994
Monte	Canada		UCA38491	12/2/1950
Plantswear	US	25	500338	5/11/1948
Supercron	US	25	793400	7/27/1965
Freostat	US	25	755136	8/20/1963
Freostat	US1	25	882926	12/23/1969

Missouri-Registered Trademarks

<i>Name</i>	<i>Number Registered</i>	<i>Expiration Date</i>
STATGUARD	9718 Class 39 - Vocational garments a	10/21/2007

Trademarks - Non-registered

<i>ID Mark</i>	<i>Catalog Usage/TM</i>	<i>Reference Date</i>	<i>Status</i>	<i>Application Number</i>
1 Business Blend	tm	1997		
2 ColorBurst	tm	1993		
3 Executive Blend		1993		
4 Econostat	tm	1997		
5 Economy Blend		1987		
6 Luxury Weave		1997		
7 Linen Weave		1997		
8 Natural Weave	tm	1997		
9 TechNoCharge	tm	1999		

Subsidiary

<i>Business Name</i>	<i>Canada Reference</i>	<i>Province</i>	<i>BIN</i>	<i>Renewal Date</i>	<i>Expiration</i>
Sally Fourmy & Associates	Sally Fourmy & Associates	Ontario	980016661	1/7/1998	1/6/2003

Other Trademarks/Tradenames

Uniform Ideas