



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

REC-102451365 TRADEMARKS ONLY

U.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): 4-21-03 Long Beach Uniform Co. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: Galls, Inc. Internal Address: Street Address: 2680 Palumbo Drive City: Lexington State: KY Zip: 40509 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Delaware [ ] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance: [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: June 4, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/258323 B. Trademark Registration No.(s) Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Laura E. Smith Internal Address: Kalow & Springut LLP Street Address: 488 Madison Avenue, 19th Floor City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41) \$ 40.00 [x] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 11-0171 2003

DO NOT USE THIS SPACE

9. Signature. Laura E. Smith Name of Person Signing Signature Date 4/16/2003 Total number of pages including cover sheet, attachments, and document: 5

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: 002734 FRAME: 0593

## ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "**Agreement**") is made and entered into as of June 4, 2002 among **LONG BEACH UNIFORM CO.**, a Corporation, a California corporation (the "**Seller**"), **GALLS INC.**, a Delaware corporation (the "**Buyer**"), **GARY S. HOWARD AND LORI S. HOWARD**, as trustees for the **HOWARD FAMILY TRUST**, dated October 9, 1985, (the "**Shareholder**"), and **GARY S. HOWARD** ("**Howard**"), in his individual capacity, with reference to the following **RECITALS**:

- A. The Seller owns and operates the Business (as this and certain other capitalized terms used herein are defined in Article XV).
- B. The Shareholder is the owner of all of the Seller's issued and outstanding Shares.
- C. The Seller desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, substantially all of the property and assets used in the operation of the Business upon and subject to the terms and conditions hereinafter set forth.
- D. The Buyer and its Affiliates intend to continue to engage in the Business, and if the Seller or the Shareholder were to compete with the Buyer or any of its Affiliates' operation of the Business, the Buyer would be deprived of the full benefit of any reputation or goodwill associated with the Business and the Assets.

**NOW, THEREFORE**, in consideration of the covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

### **ARTICLE I SALE AND PURCHASE**

Subject to the terms and conditions of this Agreement, at the Closing:

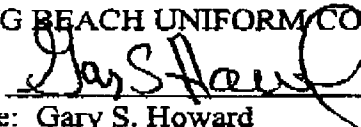
**1.1 Agreement to Sell.** The Seller will, and the Shareholder will cause the Seller to, sell, assign, transfer, convey and deliver (or cause to be sold, assigned, transferred, conveyed and delivered) to the Buyer, on a going concern basis, free and clear of all Liens, except for those Liens set forth on Schedule 1.1, all of the Seller's right, title and interest in and to all of the Seller's assets, properties, licenses, rights, and business of any kind and description, wherever located, tangible or intangible, owned, held or used in the conduct of the Business by the Seller, other than Excluded Assets, including all assets, other than the Excluded Assets, shown on the Closing Date Balance Sheet and not sold, transferred or otherwise disposed of in the ordinary course of business (collectively, the "**Assets**") except for Excluded Assets, and including without limitation:

- (a) All personal property and interests therein, including machinery, equipment, furniture, office equipment, computer equipment, software, payroll systems, communications equipment, spare and replacement parts, and other tangible personal property used in connection with the Business (the "**Equipment**");

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first written above.

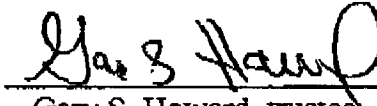
**SELLER:**

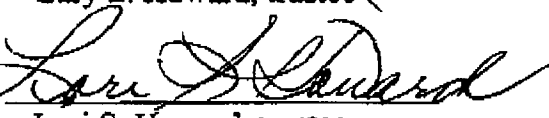
LONG BEACH UNIFORM CO., a Corporation

By:   
Name: Gary S. Howard  
Title: President

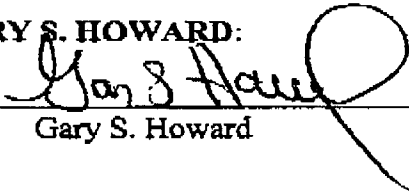
**SHAREHOLDER:**

HOWARD FAMILY TRUST,  
DATED OCTOBER 9, 1985

BY:   
Gary S. Howard, trustee

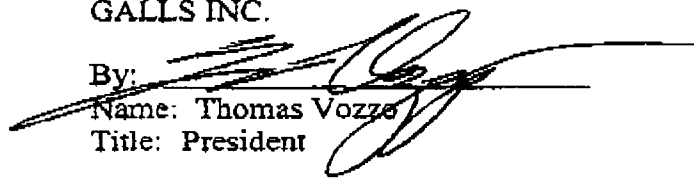
BY:   
Lori S. Howard, trustee

**GARY S. HOWARD:**

By:   
Gary S. Howard

**BUYER:**

GALLS INC.

By:   
Name: Thomas Vozze  
Title: President

- 5. So long as employees are hired by Buyer, no unemployment compensation will be due.
- 6. Kaiser Permanente regularly increases premiums, the most recent of which was in January, 2002 and the increase was approximately 13%.

- 3.19 1. Rights and trade names used by Seller are: Long Beach Uniform, Uniform Center, Inland Uniforms, Duty Pro and San Diego Uniforms (intended).
- 2. Seller has abandoned the use of the fictitious name: Howard Uniform Apparel.

- 3.21 1. Seller has an outstanding loan to employee Francisco Delatore with a balance of \$800.
- 2. The Affiliated Leases.

- 3.26 1. Expenses to be reimbursed in the ordinary course of business.

- 3.27 A. Counties: Los Angeles  
Orange  
Riverside  
San Bernardino  
San Diego  
San Luis Obispo  
Santa Barbara  
Ventura

- B. Counties: Alameda  
Calaveras  
El Dorado  
Fresno  
Imperial  
Inyo  
Kern  
King  
Madera  
Mariposa  
Mendocino  
Merced  
Mono

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