

FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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TM05/REV03

RECORDATION FORM COVER SHEET

Docket No.:

TRADEMARKS ONLY

23324/31

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):
**HEALTHCARE UNIFORM COMPANY, INC. and
 LIFE UNIFORM HOLDING CORP.**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **DELAWARE**
 Other _____

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: CAPITALSOURCE FINANCE LLC
 Internal Address: 12th Floor
 Street Address: 4445 Willard Avenue
 City: Chevy Chase State: MD ZIP: 20815

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic designation is Yes N
 (Designations must be a separate document from
 Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Trademark Security Agreement and Collateral Assignment

Execution Date: July 30, 2004

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

A. Trademark Application No.(s)

Additional numbers Yes No

B. Trademark Registration No.(s)

2136722 2536454
 1647117
 2571331

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

Name: Mark S. Leonardo, Esq.
 Internal Address: Brown Rudnick Berlack Israels LLP
 Street Address: One Financial Center
 City: Boston State: MA ZIP: 02111

6. Total number of applications and registrations involved:..... 4


7. Total fee (37 CFR 3.41):.....\$ \$115.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500369

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.

Mark S. Leonardo, Esq. (Reg. No. 41,433)  8-18-2004
 Name of Person Signing Signature Date

CH \$115.00 500369 2136722

TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT

TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of July 30, 2004 (this "Agreement"), made by and between **HEALTHCARE UNIFORM COMPANY, INC.**, a Delaware corporation (the "Borrower") and **LIFE UNIFORM HOLDING CORP.**, a Delaware corporation ("Life Uniform" and together with the Borrower, the "Credit Parties"), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company as administrative, payment and collateral agent (the "Agent") for itself and certain other lenders.

WITNESSETH:

WHEREAS, pursuant to the Revolving Credit, Term Loan and Security Loan Agreement dated as of July 30, 2004 by and among the Credit Parties, Agent and the lenders party thereto (collectively, the "Lenders") (as amended, supplemented or otherwise modified from time to time the "Loan Agreement"), the Credit Parties have granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of the Credit Parties in, to and under all of the Credit Parties' Trademarks, whether now existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Credit Parties under the Loan Agreement; and

WHEREAS, each Credit Party is the owner of the entire right, title and interest in, to and under such Credit Party's respective Trademarks listed on Schedule 1 hereto; and

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Loan Agreement, the Credit Parties hereby agree with the Agent as follows:

1. Defined Terms.

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

(b) **Other Definitional Provisions.**

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. To secure the payment and performance of the Obligations, each Credit Party hereby confirms and acknowledges that it has granted, assigned and conveyed (and, to the extent not previously granted under the Loan Agreement, does hereby grant, assign and convey) to Agent for the benefit of itself and the Lenders a security interest in such Credit Party's entire right, title and interest in its respective Trademarks and all proprietary rights relating to or arising from such Trademarks, in each case whether now owned or hereafter acquired by such Credit Party, and including, without limitation, each Credit Party's right, title and interest in and to each Trademark and proprietary right identified on Schedule 1 attached hereto and made a part hereof, and the right to sue for past, present and future infringements and all rights corresponding thereto and the entire goodwill of such

Credit Party's business connected with and symbolized by the Trademarks and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "Trademark Collateral").

3. **Collateral Assignment of Trademarks and Goodwill.** In addition to all other rights granted to the Agent under the Loan Agreement and this Agreement, effective only upon and during the continuance of an Event of Default under the Loan Agreement, upon notice by Agent to the Credit Parties, each Credit Party hereby sells, assigns, transfers and sets over to the Agent for the benefit of itself and the other Lenders, for collateral purposes only to secure the Obligations, such Credit Party's entire right, title and interest in and to all Trademark Collateral including, without limitation, the goodwill of such Credit Party's business connected with and symbolized by the Trademarks.

4. **No Limitation; Loan Agreement.** This Agreement has been executed and delivered by the Credit Parties for the purpose of recording the security interest and the collateral assignment granted to the Agent with respect to the Trademark Collateral with the United States Patent and Trademark Office. The security interest and the collateral assignment granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Credit Parties, the Agent, and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

5. **Representations and Warranties.** Each Credit Party represents and warrants that:

- (a) the Trademarks are valid and subsisting and in good standing;
- (b) each of the Trademarks identified on Schedule 1 hereto, is valid and enforceable and, to the knowledge of such Credit Party, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (c) such Credit Party is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, each of the Trademarks;
- (d) such Credit Party has good and marketable title to, free and clear of any liens, charges and encumbrances, all Trademarks; and
- (e) such Credit Party has the legal right and authority to enter into this Agreement and perform its terms.

6. **Termination; Release of Trademark Collateral.** This Agreement and all obligations of the Credit Parties and the Agent hereunder shall terminate (without delivery of any instrument or performance of any act by any party) on the date upon which the Obligations are performed in full and indefeasibly paid in full in cash and the Loan Agreement and other Loan Documents are terminated in accordance with the terms of the Loan Agreement. Upon termination of this Agreement, the Agent shall, at the expense of the Credit Parties, take such actions as reasonably may be necessary to release its security interest in the Trademark Collateral.

7. **Acknowledgement.** Each Credit Party does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the collateral assignment in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set

forth herein. In the event of any inconsistency between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

8. **Binding Effect; Benefits.** This Agreement shall be binding upon the Credit Parties and their respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and assigns.

9. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF MARYLAND, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

HEALTHCARE UNIFORM COMPANY, INC.
as the Borrower and as a Credit Party

By: Matthew Garff
Name: Matthew Garff
Title: Vice President
2132 Kratky Road
St. Louis, MO 63114

LIFE UNIFORM HOLDING CORP., as a Credit Party

By: M. Steven Liff
Name: M. Steven Liff
Title: Vice President
5200 Town Center Circle, Suite 470
Boca Raton, FL 33486

CAPITALSOURCE FINANCE LLC,
as the Agent

By: _____
Name:
Title:
4445 Willard Avenue, 12th Floor
Chevy Chase, MD 20815

[Signature page 1 to Trademark and Security Agreement and Collateral Assignment]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

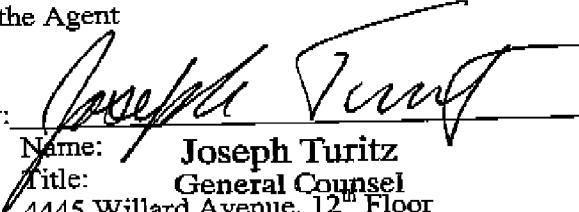
HEALTHCARE UNIFORM COMPANY, INC.
as the Borrower and as a Credit Party

By: _____
Name:
Title:
2132 Kratky Road
St. Louis, MO 63114

LIFE UNIFORM HOLDING CORP., as a Credit Party

By: _____
Name:
Title:
5200 Town Center Circle, Suite 470
Boca Raton, FL 33486

CAPITALSOURCE FINANCE LLC,
as the Agent

By:  _____
Name: **Joseph Turitz**
Title: **General Counsel**
4445 Willard Avenue, 12th Floor
Chevy Chase, MD 20815

[Signature page 1 to Trademark and Security Agreement and Collateral Assignment]

Schedule 1

Mark	Status / Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
LAURA CLAYTON	Registered / United States (will not be renewed)	75/144,398	8/5/1996	2136722	2/17/1998
LIFE	Registered / United States	74/077,298	7/11/1990	1647117	6/4/1991
LIFE	Registered / United States	76/272,870	6/18/2001	2571331	5/21/2002
LIFESTYLE	Registered / United States	76/272,871	2/18/2001	2536454	2/5/2002
ON THE JOB SHOPPING	Unregistered				
COMFORT EASE	Unregistered				
APPLE FOR LIFE	Unregistered				
LIFE FOR HIM	Registered / Missouri			9285	10/27/1986 (filed) 10/27/1996 (renewed)