

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Encompass Group, L.L.C.		07/22/2005	COMPANY: UNITED STATES

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	Mail Code GA-4523
Internal Address:	171 17th Street N.W.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30363
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	2745385	WASH PACK
Registration Number:	2793279	WASH PACK 10
Registration Number:	2586035	ACCUFLOAT
Registration Number:	2736813	ELASTIMAX
Registration Number:	2388504	FUNDAMENTALS
Registration Number:	2461973	PARAFLOAT
Registration Number:	2660723	WE TAKE LYING DOWN VERY SERIOUSLY
Registration Number:	2318160	AROMATHERAPY COMFORT
Registration Number:	1197270	COREFLEX
Registration Number:	2300374	FRESH START
Registration Number:	2493560	HEAVENLY SPIRAL
Registration Number:	1172632	BLAZING SALADS
Registration Number:	1611271	MAXIFLOAT

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Registration Number:	1681617	PERMAFLOAT
Registration Number:	2302934	SCENTUAL SLEEP
Registration Number:	1507209	SENTEX IV
Registration Number:	2054907	
Registration Number:	1857276	HYPOLEX
Registration Number:	2908004	CUBBY CLEANERS
Registration Number:	2912460	SOFSORB
Registration Number:	2838237	
Registration Number:	1792639	HUG-A-BUDDY
Serial Number:	76336248	THERAMAX
Serial Number:	76617449	BEDSIDE POCKET
Serial Number:	76616714	VALUE CARE
Serial Number:	76560483	TECHSTYLES
Serial Number:	76616716	CAREGUARD
Serial Number:	76579687	FIVE STAR FUNDAMENTALS
Serial Number:	78574903	OCEANSOFT
Serial Number:	76524492	PERFORMANCE RX BY WHITE SWAN
Serial Number:	76524495	PERFORMANCE RX BY META
Serial Number:	78642338	PERFORMANCE RX
Serial Number:	78650175	READY 2 WEAR
Serial Number:	76607144	SAFECARE
Serial Number:	78525684	TERRY TREADS
Serial Number:	76616778	CLOUD NINE
Serial Number:	76616780	COMFORT CARE
Serial Number:	76560736	DURA FLO
Serial Number:	78550755	SCRUB CLUB
Serial Number:	76303123	WORLD OF WELCOME
Serial Number:	76225809	E Z WEAR
Serial Number:	75542603	SPIRAL SOFT
Serial Number:	75199344	GEOFLOAT
Serial Number:	75420938	A1
Serial Number:	75519792	OXFORD COLLECTION

CORRESPONDENCE DATA

Fax Number: (404)685-5231

TRADEMARK
REEL: 003126 FRAME: 0343

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-815-2231
Email: heatherskinner@paulhastings.com
Correspondent Name: Heather Skinner
Address Line 1: 600 Peachtree Street
Address Line 2: Suite 2400
Address Line 4: Atlanta, GEORGIA 30308-2222

NAME OF SUBMITTER:	Jesse H. Austin, III, Esq.
Signature:	/JHA/
Date:	07/22/2005

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 22nd day of June, 2005, between ENCOMPASS GROUP, L.L.C., a Delaware limited liability company (the "Grantor"), and WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lending Parties (as defined in the Credit Agreement described below) (the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of dated as of July 22, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Grantor, the financial institutions party thereto as lenders (the "Lenders"), the Agent, the Agent, the Issuing Bank and the Lenders are willing to make the Commitments (as defined in the Credit Agreement) available to the Grantor pursuant to the terms and conditions thereof; and

WHEREAS, the Lending Parties are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Agent, for the benefit of the Lending Parties, that certain Security Agreement dated as of July 22, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Lending Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Agent, for the benefit of the Lending Parties, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Lending Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section 4, the Grantor hereby authorizes the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission of an adobe file format document (also known as a PDF file) shall be deemed an original signature hereto. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or as a PDF file also shall deliver an original executed counterpart of such agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Sworn to and subscribed before me
this 22nd day of July, 2005

NOTARY PUBLIC

Heather J. Skinner

My Commission Expires:
NOTARY PUBLIC FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES MAY 02, 2008

ENCOMPASS GROUP, L.L.C., a
Delaware limited liability company

By: [Signature]
Name: A. William Ott
Title: EVP and CFO

**ACCEPTED AND ACKNOWLEDGED
BY:**

WACHOVIA BANK, NATIONAL
ASSOCIATION, as the Agent

Sworn to and subscribed before me
this ___ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Sworn to and subscribed before me
this ____ day of _____, 20__.

ENCOMPASS GROUP, L.L.C., a
Delaware limited liability company

NOTARY PUBLIC

By: _____

Name: _____

Title: _____

My Commission Expires:

**ACCEPTED AND ACKNOWLEDGED
BY:**

WACHOVIA BANK, NATIONAL
ASSOCIATION, as the Agent

Sworn to and subscribed before me
this 22nd day of JULY, 2005.

NOTARY PUBLIC

Heather J. Skinner

By: [Signature]

Name: Don Denton

Title: Director

My Commission Expires:

**NOTARY PUBLIC FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES MAY 02, 2008**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Title	Assignee/Owner	Registration/ Serial Number	Registration Date
Wash Pack	Encompass Group, LLC	2,745,385	7/29/2003
Wash Pack 10	Encompass Group, LLC	2,793,279	12/9/2003
Accufloat	Encompass Group, L.L.C., recorded 10/30/2003 at Reel/Frame 2740/0598	2,586,035	12/30/1999
Elastimax	Encompass Group, L.L.C., recorded 10/30/2003 at Reel/Frame 2740/0598	2,736,813	7/15/2003
Fundamentals	SouthTrust Bank, recorded 6/13/2002 at Reel/Frame 2528/0213	2,388,504	9/19/2000
Parafloat	Encompass Group, L.L.C., recorded 10/30/2003 at Reel/Frame 2740/0598	2,461,973	6/19/2001
We Take Lying Down Very Seriously	Encompass Group, L.L.C., recorded 10/30/2003 at Reel/Frame 2740/0598	2,660,723	12/10/2002
Aromatherapy Comfort	SouthTrust Bank, recorded 6/13/2002 at Reel/Frame 2528/0213	2,318,160	2/15/2000
Coreflex	Encompass Group, L.L.C., recorded 10/30/2003 at Reel/Frame 2740/0598	1,197,270	6/8/1982
Fresh Start	SouthTrust Bank, recorded 6/13/2002 at Reel/Frame 2528/0213	2,300,374	12/14/1999

Title	Assignee/Owner	Registration/ Serial Number	Registration Date
Heavenly Spiral	SouthTrust Bank, recorded 6/13/2002 at Reel/Frame 2528/0213	2,493,560	9/25/2001
Maxiflex	Encompass Group, L.L.C., recorded 10/30/2003 at Reel/Frame 2740/0598	1,172,632	10/6/2001
Maxifloat	Encompass Group, L.L.C., recorded 10/30/2003 at Reel/Frame 2740/0598	1,611,271	8/28/1990
Permafloat	Encompass Group, L.L.C., recorded 10/30/2003 at Reel/Frame 2740/0598	1,681,617	3/31/1992
Scentual Sleep	SouthTrust Bank, recorded 6/13/2002 at Reel/Frame 2528/0213	2,302,934	12/21/1999
Sentex IV	Encompass Group, L.L.C., recorded 10/30/2003 at Reel/Frame 2740/0598	1,507,209	10/4/1988
Maxicare	Encompass Group, L.L.C., recorded 9/26/2003 at Reel/Frame 2854/0559		
Design Only	Encompass Group, L.L.C., recorded 10/30/2003 at Reel/Frame 2740/0598	2,054,907	4/22/1997
Hypolex	Encompass Group, L.L.C., recorded 10/30/2003 at Reel/Frame 2740/0598	1,857,276	10/4/1994
Cubby Cleaners	Encompass Group, LLC	2,908,004	12/7/2004
Sofsorb	Encompass Group, LLC	2,912,460	11/17/2003
Design Only	Encompass Group, LLC	2,838,237	5/4/2004

Title	Assignee/Owner	Registration/ Serial Number	Registration Date
Styleshields	Encompass Group, LLC	76-616,713	10/20/2004
Encompass Feather and Down	Encompass Group, LLC	76-616,568	10/19/2004
Hug*A*Buddy Junior	Encompass Group, LLC	76-593,649	5/24/2004
SRC	Encompass Group, LLC	76-616,779	10/20/2004
The Pillow Factory	Encompass Group, LLC	76-616,567	10/19/2004
Theramax	Encompass Group, L.L.C., recorded 10/30/2003 at Reel/Frame 2740/0598	76-336,248	11/9/2001
Bedside Pocket	Encompass Group, LLC	76-617,449	10/24/2004
Value Care	Encompass Group, LLC	76-616,714	10/20/2004
Techstyles	Encompass Group, LLC	76-560,483	11/17/2003
Careguard	Encompass Group, LLC	76-616,716	10/20/2004
Five Star Fundamentals	Encompass Group, LLC	76-579,687	3/8/2004
Oceansoft	Encompass Group, LLC	78-574,903	2/25/2005
Performance RX by White Swan	Encompass Group, LLC	76-524,492	6/23/2003
Performance RX By Meta	Encompass Group, LLC	76-524,495	6/23/2003
Performance RX	Encompass Group, LLC	78-642,338	6/2/2005
Ready 2 Wear	Encompass Group, LLC	78-650,175	6/14/2005
Safecare	Encompass Group, LLC	76-607,144	8/16/2004
Terry Treads	Encompass Group, LLC	78-525,684	12/2/2004

Title	Assignee/Owner	Registration/ Serial Number	Registration Date
Cloud Nine	Encompass Group, LLC	76-616,778	10/20/2004
Comfort Care	Encompass Group, LLC	76-616,780	10/20/2004
Dura Flo	Encompass Group, LLC	76-560,736	11/17/2003
Scrub Club	Encompass Group, LLC	78-550,755	1/20/2005
World of Welcome	SouthTrust Bank, recorded 6/13/2002 at Reel/Frame 2528/0213	76-303,123	9/23/2001
Hug-A-Buddy	Encompass Group, L.L.C., recorded 11/1/1999 at Reel/Frame 1984/0326	1,792,639	9/14/1993
E Z Wear	SouthTrust Bank, recorded 6/13/2002 at Reel/Frame 2528/0213	76-225,809	3/19/2001
Spiral Soft	Encompass Group, L.L.C., recorded 11/1/1999 at Reel/Frame 1984/0326	75-542,603	98/26/1998
Mirluxe	Encompass Group, L.L.C., recorded 10/30/2003 at Reel/Frame 2740/0598	75-199,344	11/18/1996
AI	Encompass Group, LLC, recorded 12/2/1999 at Reel/Frame 2000/0939	75-420,938	1/21/1998
Oxford Collection	Encompass Group, LLC, recorded 11/1/1999 at Reel/Frame 1984/0326	75-519,792	7/16/1998

CALIFORNIA STATE TRADEMARKS			
Title	Registrant/ Assignee	Registration Number	Registration Date

Maxiflex	B.G. Industries Inc. Assignee: Encompass Group, LLC 10/20/2003	59194	2/23/1979
Sentex IV	B.G. Industries Inc. Assignee: Encompass Group, LLC 10/20/2003	87535	3/28/1998
Design Only	B.G. Industries Inc. Assignee: Encompass Group, LLC 10/20/2003	101333	6/3/1996

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.