

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
Workrite Uniform Company, Inc.		09/29/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1111 Fannin, 10th Floor		
Internal Address:	Loan and Agency Services		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78507955	PERFECT PRESS	
Registration Number:	2199806	WORKRITE	
Registration Number:	2199807	W	
Registration Number:	2278774	YOUR UNIFORM FOR LIFE COMPANY	
CORRESPONDENCE DATA			
Fax Number:	(214)661-4899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214/953-6427		
Email:	daltmdept@bakerbotts.com		
Correspondent Name:	Michelle L. Peterson		
Address Line 1:	2001 Ross Avenue, Suite 600		
Address Line 2:	Baker Botts L.L.P.		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	002642.2363		

CH \$115.00 78507955

NAME OF SUBMITTER:	Michelle L. Peterson
Signature:	/Michelle L. Peterson/
Date:	10/06/2005
Total Attachments: 9 source=si trademarks wuc#page1.tif source=si trademarks wuc#page2.tif source=si trademarks wuc#page3.tif source=si trademarks wuc#page4.tif source=si trademarks wuc#page5.tif source=si trademarks wuc#page6.tif source=si trademarks wuc#page7.tif source=si trademarks wuc#page8.tif source=si trademarks wuc#page9.tif	

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Agreement") is entered into as of September 21, 2005, by and between WORKRITE UNIFORM COMPANY, INC., a California corporation (the "Debtor"), and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

RECITALS:

A. Williamson-Dickie Manufacturing Company (the "Borrower"), the Administrative Agent and certain other lenders or financial institutions parties thereto (the "Lenders") are parties to that certain Credit Agreement dated as of September 21, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. The Debtor is a subsidiary of the Borrower and, pursuant to that certain Guaranty dated as of September 21, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), has guaranteed the obligations of the Borrower under the Credit Agreement.

C. Pursuant to the Credit Agreement, the Debtor and certain affiliates of the Debtor have entered into that certain Security Agreement dated as of September 21, 2005 (as the same may be amended, restated, supplemented or otherwise 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, the Lenders and certain other parties, a lien on and security interest in, among other things, Trademarks (as defined 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.

D. It is a condition to the Administrative Agent's and the Lenders' willingness to enter into 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 Guaranteed Obligations (as defined in the Guaranty) owing by the Debtor, the Debtor hereby grants to the Administrative Agent a security interest in all of the 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), whether now or hereafter existing, owned, arising or acquired, 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 Effective 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, EACH OF THE DEBTOR AND THE ADMINISTRATIVE AGENT CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE DEBTOR AND THE ADMINISTRATIVE AGENT IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR ANY OBJECTION 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 ANY OTHER DOCUMENT RELATED THERETO. EACH OF 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 OR BENEFITTING FROM 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.

(Remainder of this page intentionally left blank; signature page follows)

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: 
Name: Britt Ingebritson
Title: Secretary

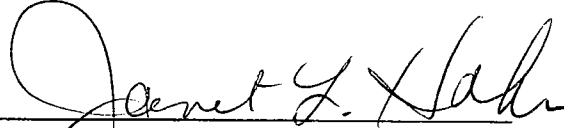
ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: _____
Name: Lindsey M. Hester
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 27 day September, 2005, by Britt Ingebritson, the Secretary of Workrite Uniform Company, Inc., a California corporation, on behalf of the corporation.



Notary Public
In and for the State of Texas
My Commission Expires:



JANET HAHN
Notary Public, State of Texas
My Commission Expires: 8/27/08

STATE OF TEXAS)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day September, 2005, by Lindsey M. Hester, a Vice President of JPMorgan Chase Bank, N.A., as Administrative Agent, a national banking association, on behalf of such national association.

Notary Public
In and for the State of Texas
My Commission Expires:

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.

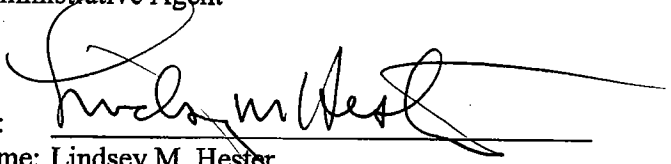
DEBTOR:

WORKRITE UNIFORM COMPANY, INC.

By: _____
Name: Britt Ingebritson
Title: Secretary

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: Lindsey M. Hester
Title: Vice President

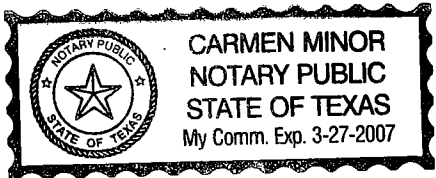
STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this _____ day September, 2005, by Britt Ingebritson, the Secretary of Workrite Uniform Company, Inc., a California corporation, on behalf of the corporation.

Notary Public
In and for the State of Texas
My Commission Expires:

STATE OF TEXAS)
COUNTY OF Tarrant)

The foregoing instrument was acknowledged before me this 29 day September, 2005, by Lindsey M. Hester, a Vice President of JPMorgan Chase Bank, N.A., as Administrative Agent, a national banking association, on behalf of such national association.



Carmen Minor
Notary Public
In and for the State of Texas
My Commission Expires:

EXHIBIT A
SEE ATTACHED

WORKRITE UNIFORM COMPANY
Current U.S. Federal Trademark Registrations

Country	Trademark	Reg. No.	Reg. Date
UNITED STATES	WORKRITE & Design	2199806	10/27/08
UNITED STATES	W & Design	2199807	10/27/08
UNITED STATES	YOUR UNIFORM FOR LIFE COMPANY	2278774	09/21/99

Pending U.S. Federal Trademark Applications

Country	Trademark	Serial No.	File Date
UNITED STATES	PERFECT PRESS	78/507955	10/28/2004