

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., AS ASSIGNEE OF BANC OF AMERICA LEASING AND CAPITAL LLC, SUCESSOR IN INTEREST TO FLEET CAPITAL CORPORATION, FORMALY DOING BUSINESS AS SHAWMUT CAPITAL CORPORATION		04/07/2006	Bank:

**RECEIVING PARTY DATA**

<b>Name:</b>	STRATEGIC PARTNERS, INC.
<b>Doing Business As:</b>	DBA CHEROKEE UNIFORMS
<b>Street Address:</b>	9545 Wentworth Street
<b>City:</b>	Sunland
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91040
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 39**

Property Type	Number	Word Mark
Registration Number:	2352939	CHEROKEE
Registration Number:	1242899	ROCKERS
Registration Number:	1575088	ROCKERS FOR WALKERS
Registration Number:	2774019	DBL
Registration Number:	2692696	R-CLOGZ
Registration Number:	2926678	PLUSH TOUCH
Registration Number:	2827504	II SOFT
Registration Number:	3071403	SURF SCRUBS
Registration Number:	2933717	SCRUBS U

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Registration Number:	2971898	
Registration Number:	2834083	INSPIRED COMFORT AWARD
Registration Number:	2938696	SCRUB SOLUTIONS
Registration Number:	2278251	ROCKERS
Registration Number:	2157323	SCRUB STAR
Registration Number:	2159729	CLASSROOM
Registration Number:	2285935	SCRUB STAR
Registration Number:	2196664	R
Registration Number:	2345931	CLASSROOM
Registration Number:	2293444	MEDMAN
Registration Number:	2339214	INSPIRED COMFORT
Registration Number:	2354082	UNDER SCRUBS
Registration Number:	2419949	TOONIFORMS
Registration Number:	2678560	II SOFT
Registration Number:	2452877	STRONG ENOUGH TO CARE
Registration Number:	2780032	SCRUB H.Q.
Registration Number:	472751	
Serial Number:	74715211	
Serial Number:	74715212	
Serial Number:	76392001	SEMI SWEET
Serial Number:	76471593	CHEROKEE MEDICAL
Serial Number:	76515076	P.J. SCRUBS
Serial Number:	76515474	PAJAMA SCRUBS
Serial Number:	76515078	JUST COAST
Serial Number:	76515079	SCRUB PJS
Serial Number:	76521458	MICRA SILK
Serial Number:	76521457	DURABILITY MADE LUXURIOUS
Serial Number:	74715210	CHEROKEE
Serial Number:	76522414	BEACH SCRUBS
Serial Number:	76554299	PURE SCRUBS

**CORRESPONDENCE DATA**

Fax Number: (312)701-7711

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

Phone: 312-701-7237

Email: cdore@mayerbrownrowe.com

**TRADEMARK**  
**REEL: 003303 FRAME: 0218**

Correspondent Name: Christopher Dore  
Address Line 1: 71 South Wacker Drive  
Address Line 2: Mayer Brown Rowe & Maw LLP  
Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	05/04/2006

Total Attachments: 5  
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## RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE dated as of April 7, 2006 (this "Release") is made by BANK OF AMERICA, N.A., as assignee of Banc of America Leasing and Capital, LLC, successor-in-interest to Fleet Capital Corporation, formerly doing business as Shawmut Capital Corporation, as the Secured Party, for itself and as agent (the "Secured Party") under that certain Trademark Security Agreement, dated as of July 27, 1995 (as amended, supplemented or modified and in effect from time to time, including those certain amendments dated July 2, 1996, March 13, 2001 and April 9, 2004, respectively, the "Security Agreement"), among Strategic Partners, Inc., a California corporation, d/b/a Cherokee Uniforms (the "Debtor") and the Secured Party;

### W I T N E S S E T H:

WHEREAS, pursuant to the Trademark Security Agreement, the Debtor pledged, mortgaged and granted to the Secured Party a security interest in and to:

(a) all trademarks, trade names, trade styles and service marks, and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all registrations and recordings thereof, including without limitation, (i) all applications, registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by the Debtor, including, without limitation, those described in the schedule attached hereto, which schedule is incorporated herein by this reference, and (ii) all reissues, extensions or renewals thereof and all licenses thereof (collectively, the "Trademarks");

(b) all goodwill of the Debtor's business symbolized by the Trademarks and all customer lists and other records of the Debtor relating to the distribution of products or provision of services bearing or covered by the Trademarks;

(c) all claims by the Debtor against any Person for past, present or future infringement of the Trademarks, including, without limitation, the right to take any action to enforce such claims;

(d) all proceeds of the foregoing (including, without limitation, whatever is receivable or received when Trademark Collateral or proceeds is (are) sold, collected, exchanged, licensed or otherwise disposed of, whether such disposition is voluntary or involuntary, including, without limitation, rights to payment and return premiums and insurance proceeds under insurance with respect to any Trademark Collateral, and all rights to payment with respect to any cause of action affecting or relating to the Trademark Collateral) ((a), (b), (c) and (d) collectively, the "Trademark Collateral");

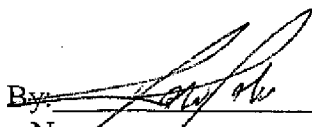
WHEREAS, the Secured Party wishes to: (i) terminate the Trademark Security Agreement against the Trademark Collateral including those listed in the attached schedule; (ii)

release all of its security interest covering the Trademark Collateral including those listed in the attached schedule; (iii) restore all right, title and interest in and to the Trademark Collateral including those listed in the attached schedule to the Debtor; and (iv) dissolve any and all liens and encumbrances respecting the Trademark Collateral including those listed in the attached schedule.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Secured Party does hereby release its security interest in the Trademark Collateral including those set forth on the attached schedule hereto, and discharges, quit claims and relinquishes unto the Debtor, (in each case without recourse and without any representation or warranty) any and all rights, title and interest it has in and the security interest pledged, mortgaged and granted to the Secured Party in the Trademark Collateral including those listed in the attached schedule.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

BANK OF AMERICA, N.A., as assignee of Banc of America Leasing and Capital, LLC, successor-in-interest to Fleet Capital Corporation, formerly doing business as Shawmut Capital Corporation, as the Secured Party

By:   
Name: **John Tolle**  
Title: **Vice President**

SCHEDULE TO RELEASE OF TRADEMARK SECURITY AGREEMENT

<u>Title</u>	<u>Jurisdiction</u>	<u>Number</u>	<u>Registration/Filing Date</u>
Cherokee	United States Patent and Trademark Office	74/715210	08/14/1995
Indian man trademark	United States Patent and Trademark Office	74/715211	08/14/1995
Indian head dress trademark	United States Patent and Trademark Office	74/715212	08/14/1995
Cherokee	United States Patent and Trademark Office	2,352,939 (Application No. 74/735390)	05/30/2000
Rockers	United States Patent and Trademark Office	1,242,899	06/21/1983
Rockers for Walkers	United States Patent and Trademark Office	1,575,088	01/02/1990
DBL	United States Patent and Trademark Office	2,774,019	10/14/2003
R-Clogs	United States Patent and Trademark Office	2,692,696	03/04/2003
Semi Sweet	United States Patent and Trademark Office	76/392,001	04/05/2002
Plush Touch	United States Patent and Trademark Office	2,926,678 (Application No. 76/491,417)	02/15/2005
II Soft (stylized)	United States Patent and Trademark Office	2,827,504 (Application No. 76/513,123)	03/30/2004
Surf Scrubs	United States Patent and Trademark Office	3,071,403 (Application No. 76/462,558)	03/21/2006
Cherokee Medical	United States Patent	76/471,593	12/02/2002

	and Trademark Office		
Scrubs U	United States Patent and Trademark Office	2,933,717 (Application No. 76/497,886)	03/15/2005
P.J. Scrubs	United States Patent and Trademark Office	76/515,076	05/19/2003
Pajama Scrubs	United States Patent and Trademark Office	76/515,474	05/19/2003
Just Coast	United States Patent and Trademark Office	76/515,078	05/19/2003
Scrub PJS	United States Patent and Trademark Office	76/515,079	05/19/2003
Surf Scrubs Logo	United States Patent and Trademark Office	2,971,898 (Application No. 76/515,077)	07/19/2005
Inspired Comfort Award and design	United States Patent and Trademark Office	2,834,083 (Application No. 76/516,379)	04/20/2004
Micra Silk	United States Patent and Trademark Office	76/521,458	06/09/2003
Durability Made Luxurious	United States Patent and Trademark Office	76/521,457	06/09/2003
Beach Scrubs	United States Patent and Trademark Office	76/522,414	06/16/2003
Scrub Solutions	United States Patent and Trademark Office	2,938,696 (Application No. 76/538,443)	04/05/2005
Pure Scrubs	United States Patent and Trademark Office	76/554,299	10/27/2003
Rockers	United States Patent and Trademark Office	2,278,251	09/14/1999
Scrub Star	United States Patent and Trademark Office	2,157,323	05/12/1998

Classroom	United States Patent and Trademark Office	2,159,729	05/19/1998
Scrub Star	United States Patent and Trademark Office	2,285,935	10/12/1999
R	United States Patent and Trademark Office	2,196,664	10/13/1998
Classroom	United States Patent and Trademark Office	2,345,931	04/25/2000
Medman	United States Patent and Trademark Office	2,293,444	11/16/1999
Inspired Comfort	United States Patent and Trademark Office	2,339,214	04/04/2000
Under Scrubs	United States Patent and Trademark Office	2,354,082	05/30/2000
Tooniforms	United States Patent and Trademark Office	2,419,949	01/09/2001
II Soft	United States Patent and Trademark Office	2,678,560	01/21/2003
Strong Enough to Care	United States Patent and Trademark Office	2,452,877	05/22/2001
Scrub H.Q.	United States Patent and Trademark Office	2,780,032	11/04/2003
	United States Patent and Trademark Office	0472751 (Application No. 80472751)	
Rockers	Mexico	475,751	
Rockers	Japan	7858/94	

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