

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
STRATEGIC PARTNERS, INC.		04/07/2006	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	THE BANK OF NOVA SCOTIA
<b>Street Address:</b>	One Liberty Plaza, 25th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10006
<b>Entity Type:</b>	Bank:

**PROPERTY NUMBERS Total: 34**

Property Type	Number	Word Mark
Registration Number:	2352939	CHEROKEE
Registration Number:	2278251	ROCKERS
Registration Number:	2157323	SCRUB STAR
Registration Number:	1242899	ROCKERS
Registration Number:	1575088	ROCKERS FOR WALKERS
Registration Number:	2285935	SCRUB STAR
Registration Number:	2159729	CLASSROOM
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

OP \$865.00 2352939

Registration Number:	2780032	SCRUB H.Q.
Registration Number:	2774019	DBL
Registration Number:	2692696	R-CLOGZ
Registration Number:	2926678	PLUSH TOUCH
Registration Number:	2827504	II SOFT
Registration Number:	2933717	SCRUBS U
Registration Number:	2971898	
Registration Number:	2834083	INSPIRED COMFORT AWARD
Registration Number:	2938696	SCRUB SOLUTIONS
Registration Number:	3021993	TEAM SCRUBS
Registration Number:	3028307	R
Registration Number:	2800217	ANYWEARS BY THE ANYWEAR SHOE COMPANY
Registration Number:	2804693	ANYWEARS BY THE ANYWEAR SHOE COMPANY
Serial Number:	78075990	ANYWEARS
Serial Number:	76522414	BEACH SCRUBS
Serial Number:	76462558	SURF SCRUBS
Serial Number:	76471593	CHEROKEE MEDICAL
Serial Number:	78463692	ALPHA WAVE
Serial Number:	78463688	TRUE U
Serial Number:	78498010	SCRUB CONNECTION

**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  
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: 7  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 7, 2006 (this "Agreement"), is made by STRATEGIC PARTNERS, INC., a California corporation (the "Grantor"), in favor of THE BANK OF NOVA SCOTIA ("Scotia Capital"), as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

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

WHEREAS, pursuant to a Credit Agreement, dated as of April 7, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, the Administrative Agent, and Scotia Capital, as Sole Lead Arranger and Sole Book Runner, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of April 7, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. 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 Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor in and to the following (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired throughout the world, all registrations thereof and all pending applications in connection therewith,

including registrations and applications in the United States Patent and Trademark Office or in any trademark office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks") including those Trademarks listed in Item A of Schedule I hereto;

(b) all Trademark Licenses;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of any Trademarks described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including all Proceeds and any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (v) of Section 2.1 of the Security Agreement.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby is coextensive with, and not a supplement to or limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Liens.** Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents reasonably necessary to evidence such termination.

**SECTION 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security

Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

\* \* \* \* \*


IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

STRATEGIC PARTNERS, INC.

By: Eric D. Bonn  
Name:  
Title:

*Trademark Security Agreement*

THE BANK OF NOVA SCOTIA,  
as Administrative Agent

By:   
Name: Stephen Johnson  
Title: Managing Director



SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

Title of Work	Status	Owner of Record	Country of Registration	Application/Registration Number	Date Filed, Registered or Issued
Cherokee	Registered	Strategic Partners, Inc.	United States	2,352,939	5/30/00
Rockers	Registered	Strategic Partners, Inc.	United States	2,278,251	9/14/99
Scrub Star	Registered	Strategic Partners, Inc.	United States	2,157,323	5/12/98
Rockers	Registered	Strategic Partners, Inc.	United States	1,242,899	6/21/83
Rockers For Walkers	Registered	Strategic Partners, Inc.	United States	1,575,088	1/2/90
Scrub Star & design	Registered	Strategic Partners, Inc.	United States	2,285,935	10/12/99
Classroom	Registered	Strategic Partners, Inc.	United States	2,159,729	5/19/98
Classroom	Registered	Strategic Partners, Inc.	United States	2,345,931	4/25/00
Medman	Registered	Strategic Partners, Inc.	United States	2,293,444	11/16/99
Inspired Comfort	Registered	Strategic Partners, Inc.	United States	2,339,214	4/4/00
Under Scrubs	Registered	Strategic Partners, Inc.	United States	2,354,082	5/30/00
Tooniforms	Registered	Strategic Partners, Inc.	United States	2,419,949	1/9/01
II Soft	Registered	Strategic Partners, Inc.	United States	2,678,560	1/21/03
Strong Enough to Care	Registered	Strategic Partners, Inc.	United States	2,452,877	5/22/01
Scrub H.Q.	Registered	Strategic Partners, Inc.	United States	2,780,032	11/4/03
DBL	Registered	Strategic Partners, Inc.	United States	2,774,019	10/14/03
R-Clogz	Registered	Strategic Partners, Inc.	United States	2,692,696	3/4/03

Title of Work	Status	Owner of Rights	Country	Application/Registration Number	Date Filled, Registered or Issued
Plush Touch	Registered	Strategic Partners, Inc.	United States	2,926,678	2/15/05
II Soft	Registered	Strategic Partners, Inc.	United States	2,827,504	3/30/04
Surf Scrubs	Pending	Strategic Partners, Inc.	United States	76/462,558	10/28/02
Cherokee Medical	Pending	Strategic Partners, Inc.	United States	76/471,593	12/2/02
Scrubs U	Registered	Strategic Partners, Inc.	United States	2,933,717	3/15/05
Surf Scrubs logo	Registered	Strategic Partners, Inc.	United States	2,971,898	7/19/05
Inspired Comfort Award and design	Registered	Strategic Partners, Inc.	United States	2,834,083	4/20/04
Beach Scrubs	Pending	Strategic Partners, Inc.	United States	76/522,414	6/16/03
Scrub Solutions	Registered	Strategic Partners, Inc.	United States	2,938,696	4/5/05
TEAM SCRUBS -	Registered	Strategic Partners, Inc.	United States	3,021,993	11/29/2005
ALPHA WAVE -	Pending	Strategic Partners, Inc.	United States	78/463,692	8/6/2004
TRUE U -	Pending	Strategic Partners, Inc.	United States	78/463,688	8/6/2004
SCRUB CONNECTION -	Pending	Strategic Partners, Inc.	United States	78/498,010	10/11/2004
R LOGO	Registered	Strategic Partners, Inc.	United States	3,028,307	12/13/05
AnyWear Shoe Company Logo	Registered	Strategic Partners, Inc.	United States	2,800,217	12-20-2003
AnyWears Logo	Registered	Strategic Partners, Inc.	United States	2,804,693	1-13-2004
Anywears	Suspended	Strategic Partners, Inc.	United States	78/075,990	7-26-2001