

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Uniform City Catalog Corporation		07/13/2006	CORPORATION: FLORIDA
Linn's Inc.		07/13/2006	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	Uniform City National, Inc.
Street Address:	2132 Kratky Road
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63114
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	0900819	UNIFORM CITY
Registration Number:	1646003	UNIFORM CITY U.S.A.
Registration Number:	1654583	UNIFORM CITY
Registration Number:	2028156	UNIFORM CITY EXPRESS
Registration Number:	2323108	SOFTSCRUBS
Registration Number:	2415395	COMFY COTTON SCRUBS SOFT, NATURAL 100% COTTON
Registration Number:	2417155	UNIFORM CITY EXPRESS
Registration Number:	2798123	UNIFORM CITY ONLINE
Registration Number:	3076400	SIERRA SCRUBS

CORRESPONDENCE DATA

Fax Number: (312)660-0424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-861-2000

CH \$240.00 0900819

Email: ccasey@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: 200 East Randolph Drive, Suite 5300
Address Line 2: c/o Elisa Hughes
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	38233-213
NAME OF SUBMITTER:	Elisa Hughes
Signature:	/Elisa Hughes/
Date:	08/08/2006

Total Attachments: 8

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 13th day of July, 2006 ("Effective Date") by and among Uniform City Catalog Corporation, a Florida corporation, having an address at 4601 West Comanche Avenue, Tampa, Florida ("Uniform Catalog") and Linn's, Inc., a Maryland corporation ("Linn Maryland," and collectively with Uniform Catalog, "Assignors"), and Uniform City National, Inc., a Delaware corporation, having an address at 2132 Kratky Road, St. Louis, Missouri ("Assignee").

WHEREAS, Assignors and Assignee are parties to that certain Purchase Agreement (the "Agreement"), dated as of the date hereof, by and among (i) Assignee, Life Uniform Holding Corp., a Delaware corporation ("Life Uniform"), Healthcare Uniform Company, Inc., a Delaware corporation ("Healthcare"), Uniform City Seaboard, Inc., a Delaware corporation (the "Stock Buyer," and collectively with Assignee, the Stock Buyer and Life Uniform, the "Buyers"), (ii) Stephen D. Linn Revocable Trust 12/21/95 (the "Linn Trust"), Stephen D. Linn ("Stephen Linn"), Jeffrey N. Linn ("Jeff Linn"), Crag Linn ("Craig Linn," and together with the Linn Trust, Stephen Linn and Jeff Linn, the "Stock Sellers"), (iii) Assignors, Linn's, Inc. of Virginia, a Virginia corporation ("Linn Virginia"), Linn Uniforms Corporation, a Maryland corporation ("Linn Uniform," and collectively with Assignors, Linn Maryland, Linn Virginia, and Linn Uniform, the "Asset Sellers"), (iv) Linn Uniforms of Clearwater, Inc., a Florida corporation ("Linn Clearwater"), Uniform City – Southeast, Inc., a Florida corporation ("Linn Southeast"), and Uniform City, U.S.A., Inc., a Florida corporation ("Uniform City," and collectively with Linn Clearwater and Linn Southeast, the "351 Transferred Companies"), and (v) Linn Uniforms Corporation of PG County, Inc., a Maryland corporation ("Linn PG County") and Linn Uniforms of Florida, Inc., a Florida corporation ("Linn Florida," and collectively with Linn PG County, the "338(h)(10) Transferred Companies"); and

WHEREAS, pursuant to the Agreement, Assignors wish to assign to Assignee, and Assignee wishes to acquire from Assignors, the United States trademark registrations set forth on Schedule A attached hereto, and the United States applications for trademark registration set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer and set over to Assignee their entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together

with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignors hereby request the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignors shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

UNIFORM CITY CATALOG CORPORATION

By: 

Name: Craig Linn

Its: Chief Executive Officer

UNIFORM CITY NATIONAL, INC.

By: _____

Name: Richard Vanderwal

Its: Chief Financial Officer,
Secretary, and Treasurer

LINN'S, INC.

By: 

Name: Stephen D. Linn

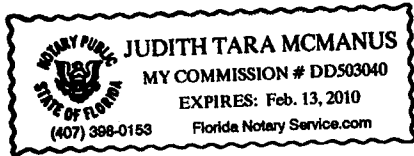
Its: President

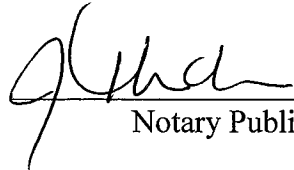
Signature Page to Trademark Assignment

TRADEMARK
REEL: 003364 FRAME: 0626

STATE OF FLORIDA)
) SS.
COUNTY OF HILLSBOROUGH)

On this 13 day of July, 2006, there appeared before me Craig Linn, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Uniform City Catalog Corporation.

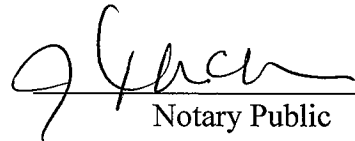



Notary Public

STATE OF FLORIDA)
) SS.
COUNTY OF HILLSBOROUGH)

On this 13 day of July, 2006, there appeared before me Stephen D. Linn, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Linn's, Inc.




Notary Public

STATE OF)
) SS.
COUNTY OF)

On this ___ day of July, 2006, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Uniform City National, Inc.

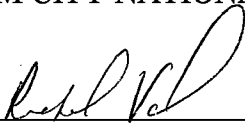
Notary Public

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

UNIFORM CITY CATALOG CORPORATION

By: _____
Name: Craig Linn
Its: Chief Executive Officer

UNIFORM CITY NATIONAL, INC.

By:  _____
Name: Richard Vanderwal
Its: Chief Financial Officer,
Secretary, and Treasurer

LINN'S, INC.

By: _____
Name: Stephen D. Linn
Its: President

STATE OF FLORIDA)
) SS.
COUNTY OF HILLSBOROUGH)

On this ___ day of July, 2006, there appeared before me Craig Linn, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Uniform City Catalog Corporation.

Notary Public

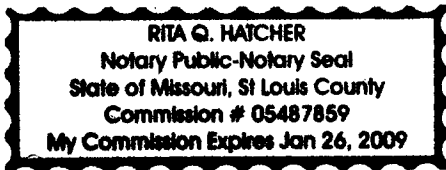
STATE OF FLORIDA)
) SS.
COUNTY OF HILLSBOROUGH)

On this ___ day of July, 2006, there appeared before me Stephen D. Linn, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Linn's, Inc.

Notary Public

STATE OF Missouri)
) SS.
COUNTY OF St. Louis)

On this 12 day of July, 2006, there appeared before me Rick Vanderwal, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Uniform City National, Inc.



Rita G. Hatcher
Notary Public

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Registrant: Linn's Inc.

Trademark No.	Registration Date	Mark
0,900,819	October 13, 1970	UNIFORM CITY
1,646,003	May 28, 1991	UNIFORM CITY U.S.A.
1,654,583	August 20, 1991	UNIFORM CITY

Registrant: Uniform City Catalog Corporation

Trademark No.	Registration Date	Mark
2,028,156	January 7, 1997	UNIFORM CITY EXPRESS AND DESIGN
2,323,108	February 29, 2000	SOFTSCRUBS AND DESIGN
2,415,395	December 26, 2000	COMFY COTTON SCRUBS SOFT, NATURAL 100% COTTON AND DESIGN
2,417,155	January 2, 2001	UNIFORM CITY EXPRESS
2,798,123	December 23, 2003	UNIFORM CITY ONLINE
3,076,400	April 4, 2006	SIERRA SCRUBS

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Applicant: Uniform City Catalog Corporation

Application No.	Application Date	Mark
78/629124	May 12, 2005	SCRUBWEAR