

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
HEALTHCARE UNIFORM COMPANY, INC.		10/03/2006	CORPORATION: DELAWARE
LINN UNIFORMS OF CLEARWATER, INC.		10/03/2006	CORPORATION: FLORIDA
UNIFORM CITY-SOUTHEAST, INC.		10/03/2006	CORPORATION: FLORIDA
UNIFORM CITY, U.S.A., INC.		10/03/2006	CORPORATION: FLORIDA
UNIFORM CITY SEABOARD, INC.		10/03/2006	CORPORATION: DELAWARE
UNIFORM CITY NATIONAL, INC.		10/03/2006	CORPORATION: DELAWARE
LINN UNIFORMS CORPORATION OF P.G. COUNTY, INC.		10/03/2006	CORPORATION: MARYLAND
LIFE UNIFORM HOLDING CORP.		10/03/2006	CORPORATION: DELAWARE
LINN UNIFORMS OF FLORIDA, INC.		10/03/2006	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	CAPITALSOURCE FINANCE LLC
Street Address:	4445 Willard Avenue, 12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1647117	LIFE
Registration Number:	2571331	LIFE
Registration Number:	2536454	LIFESTYLE
Registration Number:	3076400	SIERRA SCRUBS

CH \$315.00 1647117

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

CORRESPONDENCE DATA

Fax Number: (617)856-8201
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-856-8145
Email: ip@brownrudnick.com
Correspondent Name: Mark S. Leonardo
Address Line 1: One Financial Center
Address Line 2: Brown Rudnick Berlack Israels LLP
Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	23324/31
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	01/09/2007

Total Attachments: 8
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of October 3, 2006 (this "**Trademark Security Agreement**"), by and among **HEALTHCARE UNIFORM COMPANY, INC.**, a Delaware corporation ("**Healthcare Uniform**"), **LINN UNIFORMS OF CLEARWATER, INC.**, a Florida corporation ("**Linn Clearwater**"), **UNIFORM CITY-SOUTHEAST, INC.**, a Florida corporation ("**Uniform City Southeast**"), **UNIFORM CITY, U.S.A., INC.**, a Florida corporation ("**Uniform City USA**"), **UNIFORM CITY SEABOARD, INC.**, a Delaware corporation ("**Uniform City Seaboard**"), **UNIFORM CITY NATIONAL, INC.**, a Delaware corporation ("**Uniform City National**"), **LINN UNIFORMS CORPORATION OF P.G. COUNTY, INC.**, a Maryland corporation ("**Linn PG**"), and **LINN UNIFORMS OF FLORIDA, INC.**, a Florida corporation ("**Linn Florida**"), as Borrowers and as Credit Parties, **LIFE UNIFORM HOLDING CORP.**, a Delaware corporation ("**Life Uniform**"), as Guarantor and as a Credit Party and **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company ("**CapitalSource**"), as administrative, payment and collateral agent for certain Lenders (in such capacities, the "**Agent**") and as Lead Arranger. Capitalized terms used herein shall have the meanings ascribed to them in **Section 1** below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of the date hereof by and among Borrowers, the other Credit Parties thereto, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "**Loan Agreement**"), Lenders have agreed to make Loans to and/or arrange for the issuance of Letter(s) of Credit on behalf of Borrowers.

WHEREAS, Healthcare Uniform, Life Uniform and Agent are parties to that certain Trademark Security Agreement and Collateral Assignment, dated as of July 30, 2004 ("**Original Trademark Agreement**").

WHEREAS, as a condition precedent to Agent and Lenders entering into the Loan Agreement and making Loans and/or arranging for the issuance of Letter(s) of Credit on behalf of the Borrowers, Credit Parties are required to enter into this Trademark Security Agreement to secure the payment and performance of each Credit Parties' obligations, liabilities and indebtedness arising under the Loan Documents.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Loan Agreement, the Credit Parties hereby agree with the Agent as follows:

1. Defined Terms.

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

(b) **Other Definitional Provisions.**

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement, and section and paragraph references are to this Trademark Security Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, each Credit Party hereby confirms and acknowledges that it has granted (and, to the extent not previously granted under the Loan Agreement, does hereby grant) to Agent for the benefit of itself and the Lenders a security interest in such Credit Party's entire right, title and interest in its respective Trademarks and all proprietary rights relating to or arising from such Trademarks, in each case whether now owned or hereafter acquired by such Credit Party, and including, without limitation, each Credit Party's right, title and interest in and to each Trademark and proprietary right identified on Schedule 1 attached hereto and made a part hereof, and the right to sue for past, present and future infringements and all rights corresponding thereto and the entire goodwill of such Credit Party's business connected with and symbolized by the Trademarks and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "**Trademark Collateral**").

3. **No Limitation; Loan Agreement.** This Trademark Security Agreement has been executed and delivered by the Credit Parties for the purpose of recording the security interest granted to the Agent with respect to the Trademark Collateral with the United States Patent and Trademark Office. The security interest confirmed (and, to the extent not previously granted under the Loan Agreement, granted) hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Credit Parties, the Agent, and the Lenders thereunder) shall remain in full force and effect in accordance with their respective terms.

4. **Termination; Release of Trademark Collateral.** This Trademark Security Agreement and all obligations of the Credit Parties and the Agent hereunder shall terminate (without delivery of any instrument or performance of any act by any party) on the date upon which the Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted) are performed in full and indefeasibly paid in full in cash and the Loan Agreement and other Loan Documents are terminated in accordance with the terms of the Loan Agreement. Upon termination of this Trademark Security Agreement, the Agent shall, at the expense of the Credit Parties, take such actions as reasonably may be necessary to release its security interest in the Trademarks and Trademark Collateral.

5. **Acknowledgement.** Each Credit Party does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks and Trademark Collateral confirmed (and, to the extent not previously granted under the Loan Agreement, granted) hereby are more fully set forth in the Loan Agreement. In the event of

any inconsistency between the terms of this Trademark Security Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

6. **Amendment and Restatement.** This Trademark Security Agreement shall be deemed to amend, restate and replace that certain Original Trademark Agreement in the entirety. The Grantors acknowledge and agree that: (i) each reference in the Loan Documents to the Original Trademark Agreement, "Trademark Security Agreement" or "Trademark Security Agreement and Collateral Assignment" shall be a reference to this Trademark Security Agreement and (ii) with respect to matters prior to the date of this Trademark Security Agreement, all terms of the Original Trademark Agreement are ratified and confirmed.

7. **Binding Effect; Benefits.** This Trademark Security Agreement shall be binding upon the Credit Parties and their respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and permitted assigns.

8. **GOVERNING LAW.** THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF MARYLAND, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

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IN WITNESS WHEREOF, the parties have caused this Amended and Restated Trademark Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

HEALTHCARE UNIFORM COMPANY, INC.

By: Rich Vanderwal
Name: Richard Vanderwal
Title: CFO, Secretary, Treasurer

LINN UNIFORMS OF CLEARWATER, INC.

By: Rich Vanderwal
Name: Richard Vanderwal
Title: CFO, Secretary, Treasurer

UNIFORM CITY-SOUTHEAST, INC.

By: Rich Vanderwal
Name: Richard Vanderwal
Title: CFO, Secretary, Treasurer

UNIFORM CITY, U.S.A., INC.

By: Rich Vanderwal
Name: Richard Vanderwal
Title: CFO, Secretary, Treasurer

UNIFORM CITY SEABOARD, INC.

By: Rich Vanderwal
Name: Richard Vanderwal
Title: CFO, Secretary, Treasurer

UNIFORM CITY NATIONAL, INC.

By: Rich Vanderwal
Name: Richard Vanderwal
Title: CFO, Secretary, Treasurer

**LINN UNIFORMS CORPORATION OF P.G.
COUNTY, INC.**

By: Rich Vanderwal
Name: Richard Vanderwal
Title: CFO, Secretary, Treasurer

LINN UNIFORMS OF FLORIDA, INC.

By: Rich Vanderwal
Name: Richard Vanderwal
Title: CFO, Secretary, Treasurer

LIFE UNIFORM HOLDING CORP.

By: Rich Vanderwal
Name: Richard Vanderwal
Title: CFO, Secretary, Treasurer

CAPITALSOURCE FINANCE LLC

By: _____
Name:
Title:

CAPITALSOURCE FINANCE LLC

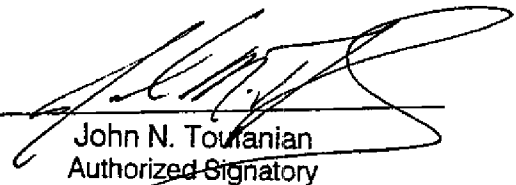
By: _____

Name:

John N. Touranian

Title:

Authorized Signatory

A handwritten signature in black ink, appearing to read 'John N. Touranian', is written over a horizontal line. The signature is stylized and somewhat cursive.

Schedule 1

Attached.

1449727 v5 -- 023324/0031

Schedule 1

<u>Mark</u>	<u>Status/Jurisdiction</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
LIFE	Registered/ United States		7/11/90	1,647,117	6/4/91	Healthcare Uniform Company, Inc.
LIFE	Registered/ United States		6/18/01	2,571,331	5/21/02	Healthcare Uniform Company, Inc.
LIFESTYLE	Registered/ United States		6/18/01	2,536,454	2/5/02	Healthcare Uniform Company, Inc.
SIERRA SCRUBS	Registered/ United States			3076400	4/4/2006	Uniform City National, Inc.
UNIFORM CITY ONLINE	Registered/ United States			2798123	12/23/2003	Uniform City National, Inc.
COMFY COTTON SCRUBS SOFT, NATURAL 100% COTTON AND DESIGN	Registered/ United States			2415395	12/26/2000	Uniform City National, Inc.
SOFTSCRUBS & DESIGN	Registered/ United States			2323108	2/29/2000	Uniform City National, Inc.
UNIFORM CITY	Registered/ United States			0900819	10/13/1970	Uniform City National, Inc.
UNIFORM CITY	Registered/ United States			1654583	8/20/1991	Uniform City National, Inc.
UNIFORM CITY EXPRESS	Registered/ United States			2417155	1/2/2001	Uniform City National, Inc.
UNIFORM CITY EXPRESS & DESIGN	Registered/ United States			2028156	1/7/1997	Uniform City National, Inc.
UNIFORM CITY U.S.A.	Registered/ United States			1646003	5/28/1991	Uniform City National, Inc.