

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
School Apparel, Inc.		11/22/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Comerica Bank
Street Address:	2321 Rosecrans Ave
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	A Michigan Banking Corporation: MICHIGAN

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	78856888	A+ SCHOOL UNIFORMS
Serial Number:	78845918	A+
Serial Number:	78611106	A+ BY SAI
Serial Number:	78891414	A+ BY SAI
Serial Number:	78891381	DAILY WEAR EASY CARE
Serial Number:	78856891	A+ UNIFORMS
Serial Number:	78813811	WEAR-TESTED GUARANTEE
Serial Number:	76195799	SAI
Serial Number:	75146079	SFKM
Serial Number:	74545218	HI POINT
Serial Number:	74526168	COMPRESS
Serial Number:	75014123	SCHOOL APPAREL
Serial Number:	75133511	A+ FABRICS
Serial Number:	75641060	PRODUCTS IN MOTION

CH \$390.00 78856888

Serial Number:

74193106

SAN FRANCISCO KNITTING MILLS INC.

CORRESPONDENCE DATA

Fax Number: (313)496-8454

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

Phone: 3139636420

Email: schultz@millercanfield.com

Correspondent Name: Joni M. Thrower

Address Line 1: 150 West Jefferson Ave

Address Line 2: Suite 2500

Address Line 4: Detroit, MINNESOTA 48226

ATTORNEY DOCKET NUMBER:

125055-126

NAME OF SUBMITTER:

Joni M. Thrower

Signature:

/jonimthrower/

Date:

02/23/2007

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of Nov. 22, 2006 by and between COMERICA BANK, a Michigan banking corporation ("Bank") and SCHOOL APPAREL, INC., a California corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other loan documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the loan documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other loan documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

TRADEMARK

REEL: 003487 FRAME: 0325

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

TRADEMARK

REEL: 003487 FRAME: 0326

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1099 Sneath Lane
San Bruno, California 94066

Attn: AMIR TALEBI, CFO

SCHOOL APPAREL, INC.

By: AA T M.

Title: CFO

By: _____

Title: _____

BANK:

Address of Bank:

Comerica Bank
75 East Trimble Road
San Jose, California 95131

Attn: Loan Documentation

COMERICA BANK

By: Michelle R. D. Babbage

Michelle R. D. Babbage

Title: Vice President

TRADEMARK

REEL: 003487 FRAME: 0327

Exhibit A (Trademarks)

Trademark	Status	Serial/App. Number	Registration Number
A+ SCHOOL UNIFORMS	PENDING	78856888	
A+	PENDING	78845918	
A+ BY SAI	PENDING	78611106	
A+ BY SAI	PENDING	78891414	
DAILY WEAR EASY CARE	PENDING	78891381	
A+ UNIFORMS	PENDING	78856891	
WEAR-TESTED GUARANTEE	PENDING	78813811	
SAI	REGISTERED	76195799	2622138
SFKM	REGISTERED	75146079	2160907
HI POINT	REGISTERED	74545218	2021211
COMPRESS	REGISTERED	74526168	2018114
SCHOOL APPAREL	REGISTERED	75014123	2139467
A+ FABRICS	REGISTERED	75133511	2231320
PRODUCTS IN MOTION	REGISTERED	75641060	2343021

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