

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAI/UUI Acquisitions Corp.		09/12/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CapitalSource Finance LLC		
Street Address:	4445 Willard Avenue		
Internal Address:	12th Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3040897	JASCO	
Registration Number:	2503305	SOFT & CHEAP SCRUBS	
Registration Number:	1605678	JASCO UNIFORM CO.	
Registration Number:	2448567	SCRUBS FOR LESS	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-758-3552		
Email:	dcollins@pattonboggs.com		
Correspondent Name:	Darren W. Collins		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 3000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	013043.0412		

OP \$115.00 3040897

NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	09/14/2007

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "**IP Security Agreement**") is made and effective as of September 12, 2007, by PAI/UII ACQUISITIONS CORP., a Delaware corporation (together with any of its respective successors or permitted assignees, individually and collectively "**Grantor**"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as agent for the Lenders (in such capacity, the "**Agent**"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement.

RECITALS

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 15, 2006, as amended by that certain First Amendment, Consent and Joinder to Credit Agreement, dated as of the date hereof, by and among the Credit Parties, the Agent, the Lenders and certain other parties thereto (as further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to Borrower certain amounts pursuant to the credit facilities set forth therein (collectively, the "**Loans**"); and

WHEREAS, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Credit Agreement that Grantor shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to Borrower pursuant thereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest**. To secure Grantor's prompt and complete payment and the performance of all of Grantor's Obligations under the Credit Agreement, Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (all such non-excluded collateral, the "**IP Collateral**");

(a) All of the following now owned or hereafter adopted or acquired by Grantor: (i) all copyright rights in any work subject to copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including those set forth on Schedule A

attached hereto, and (ii) all reissues, extensions or renewals thereof (collectively, the “**Copyrights**”);

(b) All of the following in which Grantor now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all provisional applications or applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or any other country, including those set forth on Schedule B attached hereto, and (ii) all reissues, re-examinations, continuations, continuations-in-part or extensions thereof (collectively, the “**Patents**”);

(c) All of the following now owned or hereafter adopted or acquired by Grantor: (i) all trademarks (whether registered or unregistered), trade names, trade styles, service marks, logos (whether registered or unregistered), all registrations and recordings thereof, and all applications (other than intent-to-use applications) in connection therewith, including registrations, recordings and applications (other than intent-to-use applications) in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including those set forth on Schedule C attached hereto, (ii) all reissues, extensions or renewals thereof, and (iii) all goodwill associated with or symbolized by any of the foregoing (collectively, the “**Trademarks**”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “**Domain Names**”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks file and record this IP Security Agreement in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. License. For the purpose of enabling Agent to exercise rights and remedies under Section 7 of the Security Agreement solely at and during such time as Agent shall be lawfully entitled to exercise such rights and remedies after the occurrence and during the continuance of an Event of Default, Grantor hereby grants to Agent, for the benefit of the Lender Parties, an

irrevocable (until the full performance and satisfaction and indefeasible payment in full in cash of all Obligations (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted) and the termination of all Commitments and the Credit Agreement (the "**Termination Date**")), nonexclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, license or sublicense any Intellectual Property now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all Software and programs used for the compilation or printout thereof. Agent hereby agrees it will not use, license or sublicense any of Grantor's Intellectual Property in a manner that could dilute, weaken, invalidate or otherwise void such Intellectual Property (including the IP Collateral).

4. Power of Attorney. Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney to, after the occurrence and during the continuance of an Event of Default, act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time, to take any action and to execute any instrument that the Agent may deem necessary to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (without first obtaining Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C and Schedule D hereof, as appropriate, to include references to any registered Intellectual Property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any IP Collateral in which Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (without first obtaining Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any necessary documents in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise (in the case of each of clause (i) and clause (ii) above, to the extent Grantor fails to do so within ten (10) Business Days after Agent's request, unless such delay would prejudice any interest or right of Grantor or Agent);

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of Grantor unless prohibited by applicable law; and

(d) To (i) endorse Grantor's name on all applications, documents, papers and instruments necessary for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent, (iii)

grant or issue any non-exclusive license under the IP Collateral to anyone or (iv) assign or pledge the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Termination Date.

5. Release. The security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantor) in accordance with the provisions of Section 12.3 of the Credit Agreement. Upon any such termination, the Agent (at the Grantor's request and sole expense) will promptly execute and deliver to Grantor (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, together with each delivery of financial statements described in Section (a)(ii) of Exhibit C-1 of the Credit Agreement, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Security Agreement. The rights and remedies of Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement or the other Loan Documents, the provisions of the Credit Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.


[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

PAI/UII ACQUISITION CORP.

By:


Name: **STEVEN F. SKLER**
Title: **PRESIDENT**


AGENT:

CAPITALSOURCE FINANCE LLC

By:

Name:

Title:



Peggy Balsawer
Associate General Counsel
Corporate Finance

ACKNOWLEDGMENT

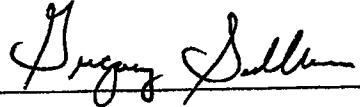
STATE OF New Jersey)

) :ss

COUNTY OF Bergen)

On September 9, 2007, before me, personally appeared Steven Sklar, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary Public:

My Commission expires:

GREGORY SULLIVAN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 9/29/2009

ACKNOWLEDGMENT

STATE OF MARYLAND :

: SS

COUNTY OF MONTGOMERY :

Before me, the undersigned, a Notary Public, on this 12 day of September, 2007, personally appeared Peggy Balsamer to me known personally, who, being by me duly sworn, did say that she is the Associate General Counsel of CapitalSource Finance LLC, as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and the said Associate General Counsel acknowledged said instrument to be ^{her} free act and deed.

Tom Todd

Notary Public

My Commission Expires: 3/30/09

Schedules to Intellectual Property Security Agreement

Intellectual Property Security Agreement - Allheart

A/72186310.2

TRADEMARK
REEL: 003621 FRAME: 0947

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

None.

Pending Copyright Applications

None.

SCHEDULE B

PATENT COLLATERAL

Registered Patents

None.

Pending Patent Applications

None.

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

1. JASCO, USPTO Serial No. 3040897
2. SOFT & CHEAP SCRUBS, USPTO Serial No. 2503305
3. JASCO UNIFORM CO., USPTO Serial No. 1605678
4. SCRUBS FOR LESS, USPTO Serial No. 2448567

Pending Trademark Applications

None.

SCHEDULE D

DOMAIN NAMES

PAI/UUI Acquisition Corp.

jascoscrubs.com
jascouniform.com
jascouniform.net
jascouniformco.com
jascouniforms.com
jascouniforms.net
jascouniforms.org
jascowebspecials.com
medical-scrubs-uniforms.com
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Intellectual Property Security Agreement - Allheart

A/72186310.2

RECORDED: 09/14/2007

TRADEMARK
REEL: 003621 FRAME: 0951