

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Uniforms Unlimited, Inc.		09/12/2007	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	PAI/UUI Acquisition Corp.		
Street Address:	700 Corporate Woods Parkway		
City:	Vernon Hills		
State/Country:	ILLINOIS		
Postal Code:	60061		
Entity Type:	CORPORATION: 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:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-951-8000		
Email:	eileen.sullivan@bingham.com		
Correspondent Name:	Eileen Sullivan		
Address Line 1:	Bingham McCutchen LLP		
Address Line 2:	150 Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	PAI/UUI		
NAME OF SUBMITTER:	Eileen Sullivan		

OP \$115.00 3040897

Signature:	/eileen sullivan/
Date:	09/20/2007
Total Attachments: 5 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated as of September 12, 2007 (this "Assignment"), is between UNIFORMS UNLIMITED, INC., an Illinois corporation (the "Assignor") and PAI/UUI ACQUISITION CORP., a Delaware corporation (the "Assignee").

RECITALS

A. Assignor, Assignee and certain other parties have entered into that certain Asset Purchase Agreement dated as of September 12, 2007 (the "Purchase Agreement"), relating to the purchase and sale of certain assets of Seller. All terms used herein and not otherwise defined shall have meanings given to them in the Purchase Agreement.

B. This Assignment is executed and delivered pursuant to the Purchase Agreement.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Consideration. For good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges, Assignor assigns, transfers and sells those trademarks set forth on Schedule 1 hereto (the "Trademarks") to Assignee.

2. Grant of Rights to the Trademarks. Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, Assignor's rights, titles and interests (legal, equitable, use and otherwise) in and to any and all: (i) rights to file and register the Trademarks in Assignee's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the Trademarks, as well as all other claims and rights to damages associated with the Trademarks, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iv) goodwill associated with the Trademarks.

3. Further Instruments. Assignor shall execute, acknowledge and deliver to Assignee such further instruments and documents which relate to the Trademarks as set forth in this Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Trademarks and all claims or rights thereunder.

4. No Retained Rights. Assignor's assignment of the Trademarks to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Trademarks, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title or interest in the Trademarks. Assignor acknowledges and agrees that the Trademarks constitute the sole and exclusive property of Assignee.

5. Authorization. Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Trademarks; and (iii) to perform all of its obligations under this Assignment. Assignor further represents and warrants that it has taken all corporate actions necessary to authorize the preceding.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignee, its successors and assigns and Assignor and its permitted successors. This Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Assignment. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument that concerns or affects the subject matter of this Assignment.

7. Complete Understanding. This Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument that both parties sign.

8. Severability. If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

9. Waiver. A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement by and through their duly authorized officers as of the date first written above.

ASSIGNOR:

Uniforms Unlimited, Inc., an Illinois corporation

By: David Goldberg
Name: David Goldberg
Title: V.P.

ASSIGNEE:

PAI/UUI Acquisition Corp., a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement by and through their duly authorized officers as of the date first written above.

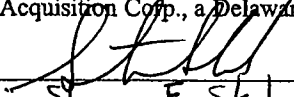
ASSIGNOR:

Uniforms Unlimited, Inc., an Illinois corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

PAI/UII Acquisition Corp., a Delaware corporation

By:  _____
Name: Steven F. Skoler
Title: President

SCHEDULE 1

TRADEMARKS

UNITED STATES TRADEMARKS

Mark	Application #	App. Date	Registration #	Reg. Date
JASCO	78/505,786	10/26/2004	3,040,897	1/10/2006
SOFT & CHEAP SCRUBS	76/060,441	5/31/2000	2,503,305	10/30/2001
JASCO UNIFORM CO.	73/826,272	9/19/1989	1,605,678	7/10/1990
SCRUBS FOR LESS	76/060,494	5/31/2000	2,448,567	5/1/2001