

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Work 'N Gear, LLC		11/02/2007	LIMITED LIABILITY COMPANY: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Webster Business Credit Corporation
<b>Street Address:</b>	73 Belmont Street
<b>Internal Address:</b>	2nd Floor
<b>City:</b>	South Easton
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02375
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	1129299	WORK 'N GEAR
Registration Number:	1894434	WORK 'N GEAR
Registration Number:	1899339	WORK 'N GEAR AMERICA'S WORK WEAR STORE
Registration Number:	1899015	WORK 'N GEAR AMERICA'S WORK WEAR STORE
Registration Number:	2057039	ULTIMATE WORKWEAR
Registration Number:	2197472	RX UNIFORMS
Registration Number:	2579118	RX UNIFORMS
Registration Number:	1988964	ALASKA BAY
Registration Number:	2613016	RX GEAR
Registration Number:	2483153	VITAL SIGNS
Registration Number:	2847698	COOK 'N GEAR
Registration Number:	2942180	
Registration Number:	3032311	WORK 'N GEAR

CH \$365.00 1129299

Registration Number:

3285763

INDIANA INDUSTRIAL CLOTHING CO.

**CORRESPONDENCE DATA**

Fax Number: (703)415-1557

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

Phone: 703-415-1555

Email: mail@specializedpatent.com

Correspondent Name: Christopher E. Kondracki

Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007

Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:

7110802

NAME OF SUBMITTER:

Christopher E. Kondracki

Signature:

/Christopher E. Kondracki/

Date:

11/20/2007

**Total Attachments: 15**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of November 2, 2007, by and between WORK ‘N GEAR, LLC, a New York limited liability company with offices at 293 Libbey Industrial Parkway, Weymouth, Massachusetts 02189 (the “**Borrower**”), and WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation with offices at 73 Belmont Street, 2nd Floor, South Easton, Massachusetts 02375 (the “**Lender**”), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of November 2, 2007 (as amended, modified, supplemented or restated and in effect from time to time, the “**Loan Agreement**”), by and among (i) the Borrower, (ii) WORK ‘N GEAR, INC., a Delaware corporation (the “**Facility Guarantor**”), and (iii) the Lender, pursuant to which the Lender has agreed to make Revolving Credit Loans to the Borrower upon the terms and subject to the conditions specified in the Loan Agreement; and

WHEREAS, the obligation of the Lender to make Revolving Credit Loans is conditioned upon, among other things, the execution and delivery by the Borrower of an agreement in the form hereof, pursuant to which the Borrower grants to the Lender a security interest in and to the IP Collateral (as defined herein), in order to secure the Liabilities.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower and the Lender (and each of their respective successors or assigns), hereby agree as follows:

### SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the Commonwealth of Massachusetts; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Massachusetts, “UCC” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement. In addition, as used herein, the following terms shall have the following meanings:

“**Collateral**” shall have the meaning assigned to such term in the Loan Agreement.

“**Copyrights**” shall mean all copyrights and like protections in each work of authorship or derivative work thereof of the Borrower, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“**Copyright Licenses**” shall mean all agreements, whether written or oral, providing for the grant by or to the Borrower of any right under any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

“**Copyright Office**” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“**Intellectual Property**” shall have the meaning assigned to such term in SECTION 3 of this Agreement.

“**IP Collateral**” shall have the meaning assigned to such term in SECTION 2 of this Agreement.

“**Licenses**” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to the Borrower of any right under any Intellectual Property.

“**Material Adverse Effect**” shall mean (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the Borrower; (b) a material impairment of the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party; or (c) a material impairment of the rights and remedies of the Lender under any Loan Document or a material adverse effect upon the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document to which it is a party. In determining whether any individual event would result in a Material Adverse Effect, notwithstanding that such event in and of itself does not have such effect, a Material Adverse Effect shall be deemed to have occurred if the cumulative effect of such event and all other then existing events would result in a Material Adverse Effect.

“**Patents**” shall mean all patents and applications for patents of the Borrower, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

**“Patent Licenses”** shall mean all agreements, whether written or oral, providing for the grant by or to the Borrower of any right under any Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

**“PTO”** shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

**“Trademarks”** shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Borrower, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

**“Trademark Licenses”** shall mean all agreements, whether written or oral, providing for the grant by or to the Borrower of any right under any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

1.3 Rules of Construction. The rules of construction specified in Section 13.14 of the Loan Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Borrower to the Lender in the Loan Agreement, and as further security for the payment or performance, as the case may be, in full of the Liabilities, the Borrower hereby ratifies such security interest and grants to the Lender a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of the Borrower in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the **“IP Collateral”**):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All other Licenses;
- (e) All renewals of any of the foregoing;
- (f) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not

patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;

(g) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Borrower and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);

(h) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(i) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and

(j) All of the Borrower's rights corresponding to any of the foregoing throughout the world.

SECTION 3. Protection of Intellectual Property By Borrower. Except as set forth below in this SECTION 3, the Borrower shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g) (collectively, the "**Intellectual Property**"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property and take all other steps reasonably necessary to maintain each registration of the Intellectual Property, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) At the Borrower's sole cost, expense, and risk, pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) At the Borrower's sole cost, expense, and risk, take any and all action which the Borrower reasonably deems necessary or desirable under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 4. Borrower's Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, the Borrower represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list of all United States Copyrights owned by the Borrower and all Copyright Licenses to which the Borrower is a party as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all United States Patents owned by the Borrower and all Patent Licenses to which the Borrower is a party as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all United States Trademarks owned by the Borrower and all Trademark Licenses to which the Borrower is a party as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, none of the Intellectual Property owned by the Borrower is the subject of any licensing or franchise agreement pursuant to which the Borrower is the licensor or franchisor as of the date hereof.

(e) All IP Collateral owned by the Borrower is, and shall remain, free and clear of all liens, Encumbrances, or security interests in favor of any Person, other than Permitted Encumbrances.

(f) The Borrower owns, or is licensed to use, all Intellectual Property reasonably necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging or questioning the use by the Borrower of any of its Intellectual Property, or the validity or effectiveness of any of its Intellectual Property, that could reasonably be expected to have a Material Adverse Effect. The Borrower considers that the use by the Borrower of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or the Borrower's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(g) The Borrower shall give the Lender prompt written notice, with reasonable detail, following the occurrence of any of the following:

(i) The Borrower's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any registered Intellectual Property (other than the acquisition by the Borrower of the right to sell products containing the trademarks of others in the ordinary course of the Borrower's business).

(ii) The Borrower's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than commercially available off the shelf computer programs, products or applications and the Borrower's right to sell products containing the trademarks of others in the ordinary course of the Borrower's business).

(iii) The Borrower's entering into any new Licenses with respect to the Intellectual Property (other than commercially available off the shelf computer programs, products or applications and the Borrower's right to sell products containing the trademarks of others in the ordinary course of the Borrower's business).

(iv) The Borrower's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Borrower's ownership of, or the validity or enforceability of, any Intellectual Property or the Borrower's right to register the same or to own and maintain the same.

**SECTION 5. Agreement Applies to Future Intellectual Property.**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii), (iii), and (iv) of SECTION 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by the Borrower of any additional Intellectual Property, the Borrower shall promptly deliver to the Lender an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby authorizes the Lender to file, at the Borrower's expense, such updated Exhibit as set forth in SECTION 5(b).

(b) The Borrower shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Lender may reasonably request to evidence the Lender's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Borrower hereby constitutes the Lender as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified



and confirmed; provided, however, that the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Borrower's Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Borrower shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Borrower to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Borrower provides the Lender with written notice of the Borrower's institution of any legal proceedings for enforcement of any Intellectual Property, the infringement of which could reasonably be expected to have a Material Adverse Effect.

(b) Any money damages awarded or received by the Borrower on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, the Lender, by notice to the Borrower, may terminate or limit the Borrower's rights under this SECTION 6.

SECTION 7. Lender's Actions To Protect Intellectual Property. In the event of

(a) the Borrower's failure, within fifteen (15) days of written notice from the Lender, to cure any failure by the Borrower to observe or perform any of the Borrower's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Lender, acting in its own name or in that of the Borrower, may (but shall not be required to) act in the Borrower's place and stead and/or in the Lender's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Lender may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the Commonwealth of Massachusetts, with respect to the Intellectual Property, in addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which the Borrower is subject under Applicable Law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.

SECTION 9. Lender As Attorney-In-Fact.

(a) The Borrower hereby irrevocably makes, constitutes and appoints the Lender (and all officers, employees or agents designated by the Lender) as and for the

Borrower's true and lawful agent and attorney-in-fact, effective following the occurrence and during the continuance of any Event of Default, and in such capacity the Lender shall have the right, with power of substitution for the Borrower and in the Borrower's name or otherwise, for the use and benefit of the Lender:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of the Borrower and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Lender reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which the Borrower is subject under Applicable Law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Lender.

(c) The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 9(a), but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Borrower for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Lender.

SECTION 10. Lender's Rights. Any use by the Lender of the Intellectual Property, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement and the Loan Agreement shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Borrower for the purpose of registering and confirming the grant of the security interest of the Lender in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Lender in the Loan Agreement. All provisions of the Loan Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Lender thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to

the IP Collateral and the terms of the Loan Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. The Borrower agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Lender may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate when (i) all Liabilities have been paid and/or satisfied in full, (ii) the Lender has no further commitment to lend, (iii) all L/Cs have been terminated or other arrangements concerning any L/Cs then outstanding have been made in accordance with the terms of Section 12.2(b) of the Loan Agreement, and (iv) the Issuer has no further obligation to issue L/Cs under the Loan Agreement, at which time the Lender shall execute and deliver to the Borrower, at the Borrower's expense, all UCC termination statements, releases and similar documents that the Borrower shall reasonably request to evidence such termination; provided, however, that the Loan Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Liability is rescinded or must otherwise be restored by the Lender upon the bankruptcy or reorganization of the Borrower. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 13 shall be without recourse to, or warranty by, the Lender.

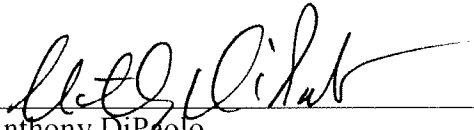
SECTION 14. Choice of Law. It is intended that all rights and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the Commonwealth of Massachusetts.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Borrower and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

**BORROWER:**

WORK 'N GEAR, LLC

By:   
Name: Anthony DiPaolo  
Title: President and Chief Executive Officer

**LENDER:**

WEBSTER BUSINESS CREDIT CORPORATION

By: \_\_\_\_\_  
Name: Christopher O'Connor  
Title: Executive Vice President

IN WITNESS WHEREOF, the Borrower and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

**BORROWER:**

WORK 'N GEAR, LLC

By: \_\_\_\_\_

Name: Anthony DiPaolo

Title: President and Chief Executive Officer

**LENDER:**

WEBSTER BUSINESS CREDIT CORPORATION

By:  \_\_\_\_\_

Name: Christopher O'Connor

Title: Executive Vice President

**EXHIBIT A**

**List of Copyrights and Copyright Licenses**

**Copyright Registrations**

<u>Title</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
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**Copyright Licenses**

**EXHIBIT B**

List of Patents and Patent Licenses

**Patent Registrations**

<u>Applicant</u>	<u>Title</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Date of Filing</u>
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**Patent Licenses**

## **EXHIBIT C**

### **List of Trademarks and Trademark Licenses**

#### **Trademark Registrations**

<b>MARK</b>	<b>APPL. NO.</b>	<b>FILING DATE</b>	<b>REG. NO.</b>	<b>REGISTERED</b>
WORK 'N GEAR	73/160,660	3/2/1978	1,129,299	1/15/1980
WORK 'N GEAR (SM)	74/467,131	12/8/1993	1,894,434	5/16/1995
WORK 'N GEAR AMERICA'S WORK WEAR STORE (SM)	74/467,134	12/8/1993	1,899,339	6/13/1995
WORK 'N GEAR AMERICA'S WORK WEAR STORE	74/467,270	12/8/1993	1,899,015	6/13/1995
ULTIMATE WORKWEAR	75/063,977	2/27/1996	2,057,039	4/29/1997
RX UNIFORMS (SM)	75/290,164	5/12/1997	2,197,472	10/20/1998
RX UNIFORMS	75/571,061	10/19/1998	2,579,118	6/11/2002
ALASKA BAY	74/520,266	5/5/1994	1,988,964	7/23/1996
RX GEAR	75/633,910	2/4/1999	2,613,016	8/27/2002
VITAL SIGNS	75/679,044	4/9/1999	2,483,153	8/28/2001
COOK 'N GEAR	75/884,022	12/30/1999	2,847,698	6/1/2004
Chef logo (Miscl. Design)	78/407,261	4/23/2004	2,942,180	4/19/2005



WORK 'N GEAR (stylized)	78/543,307	1/6/2005	3,032,311	12/20/2005
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INDIANA INDUSTRIAL CLOTHING CO.	78/796,993	1/23/2006	3,285,763	8/28/2007
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MARK	<u>CANADA</u>			
	APPL. NO.	FILING DATE	REG. NO.	REGISTERED
WORK 'N GEAR	1,244,123	1/19/2005		

**Trademark Licenses**