

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended Security Interest- Change of Agent

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAPITALSOURCE FINANCE, LLC		12/18/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SCRUBS AC, INC.
Street Address:	4800 MONTGOMERY LANE, SUITE 940
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	77032785	ALLHEARTKIDS
Serial Number:	78014382	ALLHEART.COM
Serial Number:	78154782	ALLHEART
Serial Number:	78186715	ALMIDOR
Serial Number:	78329684	ALLHEART CHEFS
Serial Number:	78329697	ALLHEART WORKWEAR
Serial Number:	78598431	ALLHEART LICENSING
Serial Number:	78598445	ALLHEART TRAVEL
Serial Number:	78598450	ALLHEART NEWS
Serial Number:	78598458	ALLHEART ENTERTAINMENT
Serial Number:	78598459	ALLHEART PETS
Serial Number:	78598462	ALLHEART GAMES
Serial Number:	78598468	ALLHEART SPORTS
Serial Number:	78598472	ALLHEART TOYS

OP \$440.00 77032785

Serial Number:	78598480	ALLHEART ELECTRONICS
Serial Number:	78598485	ALLHEART MOVIES
Serial Number:	78598488	ALLHEART MUSIC

CORRESPONDENCE DATA

Fax Number: (703)744-8001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7037448029
Email: LKOLO@PATTONBOGGS.COM
Correspondent Name: Lacy Kolo
Address Line 1: Patton Boggs, LLP
Address Line 2: 8484 Westpark Drive, Suite 900
Address Line 4: MCLEAN, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	021163.0100
NAME OF SUBMITTER:	LACY KOLO
Signature:	/LACY KOLO/
Date:	12/29/2008

Total Attachments: 4
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Resignation and Appointment of Agent

December 18, 2008

Scrubs AC, Inc.
c/o Blackstreet Capital Advisors, LLC
4800 Montgomery Lane, Suite 940
Bethesda, Maryland 20814
Attention: Lawrence Berger
Facsimile: (240) 223-1331

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement dated as of November 15, 2006 (as the same has been amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"), by and among Professional Appearances, Inc., a California corporation, as a Borrower and a Credit Party, Jasco Uniform Co., a Delaware corporation, as a Borrower and a Credit Party (collectively, "Borrowers"), FS Allheart Holdings Corp., a Delaware corporation, as a Guarantor and additional Credit Party, the other Guarantors and Credit Parties party thereto, CapitalSource Finance LLC, a Delaware limited liability company ("CapitalSource"), as administrative agent for the Lenders party thereto (in such capacity, the "Resigning Agent"), and the Lenders party thereto. Capitalized terms used herein to the extent not otherwise defined herein shall have the same meaning as provided in the Credit Agreement.

Pursuant to Section 11.1(g)(i) of the Credit Agreement and immediately after giving effect to the transactions contemplated by that certain Loan Purchase and Sale Agreement dated as of December 18, 2008 (the "Sale Agreement") by and between CapitalSource, as a Lender and, for the limited purposes set forth therein as administrative agent, under the Credit Agreement and Scrubs AC, Inc., a Delaware corporation ("Scrubs"), Resigning Agent, as Agent under the Credit Agreement and the other Loan Documents, hereby notifies the Lenders under the Credit Agreement (with separate notification being delivered to Borrowers concurrently with the delivery of this notice) that it resigns as Agent under the Credit Agreement and the other Loan Documents, such resignation to be effective upon the closing of the transactions contemplated by the Sale Agreement (the "Closing"). Scrubs, as the sole Lender under the Credit Agreement upon the Closing, hereby waives the thirty day prior notice provisions regarding such resignation in Section 11.1(g)(i) of the Credit Agreement. By its signature below, Scrubs, as the sole Lender, acknowledges receipt and acceptance of such notice of resignation effective as of the Closing.

Pursuant to Section 11.1(g)(ii) of the Credit Agreement, Scrubs, as the sole Lender, hereby appoints Scrubs as the successor Agent under the Credit Agreement and the other Loan Documents for the Lenders (in such capacity, "Successor Agent") and delegates all duties, responsibilities, obligations and liabilities of Resigning Agent to Successor Agent, such

appointment being effective as of the Closing, and Successor Agent hereby accepts such appointment and delegation of duties, responsibilities, obligations and liability effective as of the Closing.

Resigning Agent, Successor Agent and the Lenders acknowledge and agree that as a result of the various Events of Default that have occurred and are continuing under the Credit Agreement, Borrowers have no right to consent to the appointment of the Successor Agent.

The parties hereto hereby acknowledge and agree that for all purposes of the Loan Documents (including, without limitation, Section 11.1(g)(iii) of the Credit Agreement), the effective date of CapitalSource's resignation as Agent, and the effective date of Scrubs' acceptance as Successor Agent, shall be the date of Closing.

As soon as reasonably practical following the date hereof, Resigning Agent shall deliver to Successor Agent the Loan Documents in its possession, custody or control including, without limitation, (i) the Register, (ii) all possessory Collateral securing repayment of the Obligations including, without limitation, the original stock certificates and blank stock powers of each Borrower, and (iii) an executed Assignment of Intellectual Property Security Agreement in form and substance reasonably acceptable to Resigning Agent and Successor Agent; provided that in no event shall Resigning Agent be required to deliver to Successor Agent or any other person or entity any credit or audit files, any memoranda, files, correspondence, reports, charts, notes or similar information relating to CapitalSource's portfolio management activities and created or maintained by or for CapitalSource or any of its directors, officers, members, shareholders, agents, employees, insurers, affiliates or designees or any attorney-client communications or otherwise privileged documents; provided, further, that Resigning Agent may keep copies of each of the Loan Documents delivered to Successor Agent pursuant to the terms of this notice. In addition, Resigning Agent, Successor Agent and the Lenders shall execute and deliver to the other (or to third parties, as the case may be), all such documents, and take such further actions as the other may reasonably deem necessary from time to time, to effect the resignation of the Resigning Agent as Agent and the appointment of the Successor Agent as Agent under the Credit Agreement and the other Loan Documents in accordance with the terms of this notice; provided that all such documents to be executed and actions to be taken by Resigning Agent, Successor Agent and Lenders shall be without recourse, representation or warranty of any kind, except as expressly provided herein, and the cost of preparation of any such documents or of any actions to be taken shall be at the sole cost and expense of Successor Agent. The parties expressly agree that Successor Agent or the Lenders may furnish a copy of this letter to third parties as conclusive evidence of the appointment of Successor Agent as Agent under the Loan Documents.

Sincerely,

Resigning Agent:

CAPITALSOURCE FINANCE LLC

By: Joanne Fungaroli
Name: Joanne Fungaroli
Title: Authorized Signatory

Acknowledged, Accepted and Agreed:

Successor Agent:

SCRUBS AC, INC.

By: _____
Name: _____
Title: _____

Lender:

SCRUBS AC, INC.

By: _____
Name: _____
Title: _____

Sincerely,

Resigning Agent:

CAPITALSOURCE FINANCE LLC

By: _____
Name: _____
Title: _____

Acknowledged, Accepted and Agreed:

Successor Agent:

SCRUBS AC, INC.

By: _____
Name: Lawrence S. Berger
Title: President

Lender:

SCRUBS AC, INC.

By: _____
Name: Lawrence S. Berger
Title: President