

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amended Security Interest- Change of Agent		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CAPITALSOURCE FINANCE, LLC		12/18/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SCRUBS AC, INC.		
<b>Street Address:</b>	4800 MONTGOMERY LANE, SUITE 940		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73826272	JASCO UNIFORM CO.	
<b>Serial Number:</b>	76060441	SOFT & CHEAP SCRUBS	
<b>Serial Number:</b>	76060494	SCRUBS FOR LESS	
<b>Serial Number:</b>	78505786	JASCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)744-8001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7037448029		
<b>Email:</b>	LKOLO@PATTONBOGGS.COM		
<b>Correspondent Name:</b>	Lacy Kolo		
<b>Address Line 1:</b>	Patton Boggs, LLP		
<b>Address Line 2:</b>	8484 Westpark Drive, Suite 900		
<b>Address Line 4:</b>	MCLEAN, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	021163.0100		

OP \$115.00 73826272

NAME OF SUBMITTER:	LACY KOLO
Signature:	/LACY KOLO/
Date:	12/29/2008
Total Attachments: 4 source=Enter File Name#page1.tif source=Enter File Name#page2.tif source=Enter File Name#page3.tif source=Enter File Name#page4.tif	

## 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: \_\_\_\_\_

