

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
School Apparel, Inc.		02/04/2009	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Comerica Bank
<b>Street Address:</b>	2321 ROSECRANS AVE
<b>City:</b>	EL SEGUNDO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90245
<b>Entity Type:</b>	Texas Banking Corporation: TEXAS

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	75641060	PRODUCTS IN MOTION
Serial Number:	75146079	SFKM
Serial Number:	75133511	A+ FABRICS
Serial Number:	75014123	SCHOOL APPAREL
Serial Number:	74193106	SAN FRANCISCO KNITTING MILLS INC.
Serial Number:	74385333	H.O.P.E TELETHON
Serial Number:	75916875	VIRTUAL UNIFORMS
Serial Number:	75443941	TUFF-TEST FABRICS
Serial Number:	75441339	SERVICE APPAREL
Serial Number:	77394228	A+ BY: SAI
Serial Number:	77290526	A+ SCHOOLWEAR
Serial Number:	77228490	MOONSHINE
Serial Number:	77094556	WEAR-TESTED A+

<b>CORRESPONDENCE DATA</b>	<b>TRADEMARK</b>
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**900126774**

**REEL: 003933 FRAME: 0426**

**CH \$340.00 75641060**

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ATTORNEY DOCKET NUMBER:	125055-00126
NAME OF SUBMITTER:	Shawn N. Hopper
Signature:	/shawnhopper/
Date:	02/10/2009

Total Attachments: 3  
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## AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amendment to Intellectual Property Security Agreement (this "Amendment") is entered into by and between **School Apparel, Inc.**, a California corporation ("Borrower") and **Comerica Bank**, a Texas banking association ("Bank") as of February 4th, 2009.

### RECITALS

This Amendment is entered into upon the basis of the following facts and understandings of the parties, which facts and understandings are acknowledged by the parties to be true and accurate:

Bank and Borrower previously entered into a Intellectual Property Security Agreement dated November 22, 2006 (the "Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

### AGREEMENT

1. Incorporation by Reference. The Recitals and the documents referred to therein are incorporated herein by this reference. Except as otherwise noted, the terms not defined herein shall have the meaning set forth in the Agreement.

2. Amendment to the Agreement. Subject to the satisfaction of the conditions precedent as set forth in Section 4 hereof, the Agreement is hereby modified as set forth below.

2.1 Exhibit C ("Trademarks") to the Agreement is amended in the form of the attached Amended Exhibit C.

3. Recertification of Authority. Borrower represents and warrants that (a) the Corporate Resolutions delivered to Bank on or about November 22, 2006 remain in full force and effect, have not been amended, repealed or rescinded in any respect and may continue to be relied upon by Bank until written notice to the contrary is received by Bank and (b) it is a corporation in good standing and organized under the laws of the State of California.

4. Legal Effect. The effectiveness of this Amendment is conditioned upon receipt by Bank of:

(a) this Amendment, and any other documents which Bank may require to carry out the terms hereof.

Except as specifically set forth in this Amendment, all of the terms and conditions of the Agreement remain in full force and effect.

5. Integration. This is an integrated Amendment and supersedes all prior negotiations and agreements regarding the subject matter hereof. All amendments hereto must be in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment to Intellectual Property Security Agreement as of the date first set forth above.

SCHOOL APPAREL, INC.

By: AA T  
Name: AMIR A TALIB  
Title: CEO

COMERICA BANK

By: D  
Name: Douglas Stewart  
Title: \_\_\_\_\_

AMENDED EXHIBIT C

TRADEMARKS

TRADEMARK	REGISTRATION NO.	SERIAL NO.	FILING DATE	REGISTRATION DATE
Products in Motion	2,343,021	75-641,060	Feb. 16, 1999	April 18, 2000
SFKM	2,160,907	75-146,079	Aug. 6, 1996	May 26, 1998
A+ Fabrics	2,231,320	75-133,511	July 12, 1996	Mar. 16, 1999
School Apparel	2,139,467	75,014,123	Nov. 2, 1995	Feb. 24, 1998
San Francisco Knitting Mills, Inc.	1,703,401	74,193,106	Aug. 9, 1991	July 28, 1992
School Apparel, Inc.	1,271,905	74-385,333	Sept. 13, 1982	Mar. 27, 1984
Virtual Uniforms		75-916,875	Feb. 11, 2000	
Tuff-Test Fabrics		75-443,941	Mar. 3, 1998	
Service Apparel		75-441,339	Feb. 26, 1998	
A+ By: SAI and Design		77-394,228	Feb. 11, 2008	
A+ SCHOOLWEAR		77-290,526	Sept. 27, 2007	
MOONSHINE		77-228,490	July 12, 2007	
WEAR-TESTED A+ and Design	3,510,569	77-094,556	Jan. 30, 2007	Oct. 7, 2008

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