

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCHOOL APPAREL, INC.		11/22/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	75 E. Trimble Road		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	Texas banking association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77394228	A+ BY: SAI	
Serial Number:	77290526	A+ SCHOOLWEAR	
Serial Number:	77228490	MOONSHINE	
Registration Number:	3510569	WEAR-TESTED A+	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley Godward Kronish LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1181 SCHOOL APPARE		
NAME OF SUBMITTER:	Erin O'Brien		

CH \$115.00 77394228

Signature:	/Erin O'Brien/
Date:	02/18/2009
Total Attachments: 8 source=School Apparel signed IPSA#page1.tif source=School Apparel signed IPSA#page2.tif source=School Apparel signed IPSA#page3.tif source=School Apparel signed IPSA#page4.tif source=School Apparel signed IPSA#page5.tif source=School Apparel signed IPSA#page6.tif source=School Apparel signed IPSA#page7.tif source=School Apparel signed IPSA#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of Nov. 22, 2006 by and between COMERICA BANK, a Michigan banking corporation ("Bank") and SCHOOL APPAREL, INC., a California corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"); capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other loan documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the loan documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other loan documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

DELIB:2771998.1125055-00126

TRADEMARK
REEL: 003937 FRAME: 0584

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1099 Sneath Lane
San Bruno, California 94066

Attn: AMIR TALEBI, CFO

SCHOOL APPAREL, INC.

By: AA-TM.

Title: CFO

By: _____

Title: _____

BANK:

Address of Bank:

Comerica Bank
75 East Trimble Road
San Jose, California 95131

Attn: Loan Documentation

COMERICA BANK

By: Michelle R. D. Babbage

Michelle R. D. Babbage

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration
Number

Registration
Date

DELAR:2771998.1\125055-00126

TRADEMARK

REEL: 003937 FRAME: 0586

EXHIBIT C
TRADEMARKS

Trademark	Registration No.	Serial No.	Filing Date	Registration Date
Products in Motion	2,343,021	75-641,960	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	Jul. 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	



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 Cemerica 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 [Signature]
Name: AMIR A. TALIB
Title: CEO

COMERICA BANK

By: [Signature]
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
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School Apparel, Inc.	1,271,905	74-385,333	Sept. 13, 1982	Mar. 27, 1984
Virtual Uniforms		75-816,875	Feb. 11, 2000	
Tuff-Tee 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		77-290,326	Sept. 27, 2007	
MOONSHINE		77-228,490	July 12, 2007	
WEAR-TESTED A+ and Design	3,510,569	77-694,556	Jan. 30, 2007	Oct. 7, 2008

EXHIBIT 3054183_N125955-00126