

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthcare Uniform Company, Inc.		09/30/2009	CORPORATION: DELAWARE
Uniform City National, Inc.		09/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sun Uniforms Finance, LLC		
Street Address:	5200 Town Center Circle		
Internal Address:	Suite 600		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1647117	LIFE	
Registration Number:	2571331	LIFE	
Registration Number:	3370424	LIFE UNIFORM	
Registration Number:	3186315	LIFE UNIFORM	
Registration Number:	3424316	FRESH SCRUBS	
Registration Number:	3312293	FASHION WITH A PULSE	
Registration Number:	3076400	SIERRA SCRUBS	
Registration Number:	2798123	UNIFORM CITY ONLINE	
Registration Number:	2323108	SOFTSCRUBS	
Registration Number:	0900819	UNIFORM CITY	
Registration Number:	1654583	UNIFORM CITY	
Registration Number:	1646003	UNIFORM CITY U.S.A.	

900144304

TRADEMARK
 REEL: 004070 FRAME: 0898

CH \$315.00 1647117

CORRESPONDENCE DATA

Fax Number: (312)862-2200

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

Phone: 312-862-2000

Email: christine.casey@kirkland.com, chuan.sun@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: 300 N. LaSalle Street

Address Line 2: c/o Chuan Sun

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:

38233-213 - CAC

NAME OF SUBMITTER:

Chuan Sun

Signature:

/Chuan Sun/

Date:

09/30/2009

Total Attachments: 6

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THE LIENS AND SECURITY INTERESTS SECURING THE INDEBTEDNESS AND OTHER OBLIGATIONS INCURRED OR ARISING UNDER, OR EVIDENCED BY, OR DESCRIBED IN, THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY WITH RESPECT TO SUCH LIENS AND SECURITY INTERESTS ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME PURSUANT TO THE TERMS THEREOF, THE "SUBORDINATION AGREEMENT") DATED AS OF SEPTEMBER 30, 2009 BY AND AMONG CAPITALSOURCE FINANCE LLC, ACTING IN ITS CAPACITY AS FIRST LIEN AGENT (AS DEFINED IN THE SUBORDINATION AGREEMENT), AND SUN UNIFORMS FINANCE, LLC, ACTING IN ITS CAPACITY AS A SECOND LIEN LENDER (AS DEFINED IN THE SUBORDINATION AGREEMENT), TO THE LIENS AND SECURITY INTERESTS SECURING FIRST LIEN OBLIGATIONS (AS DEFINED IN THE SUBORDINATION AGREEMENT), AND TO THE LIENS AND SECURITY INTERESTS SECURING INDEBTEDNESS REFINANCING SUCH FIRST LIEN OBLIGATIONS AS PERMITTED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT OR BENEFICIARY OF THE TERMS HEREOF, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2009, is made by Healthcare Uniform Company, Inc., a Delaware corporation, ("Healthcare Uniform"), and Uniform City National, Inc., a Delaware corporation ("Uniform City" and together with Healthcare Uniform, each a "Grantor" and collectively the "Grantors"), in favor of Sun Uniforms Finance, LLC, a Delaware limited liability company, as lender (the "Secured Party").

WITNESSETH:

WHEREAS, the Grantors and certain other grantors thereunder have executed and delivered to the Secured Party, that certain Senior Subordinated Secured Promissory Note dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Note");

WHEREAS, the Grantors and certain other grantors thereunder have executed and delivered to the Secured Party, that certain Security Agreement dated as of the date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Secured Party this Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to enter into the Note, each Grantor agrees with the Secured Party as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby pledges to the Secured Party (and its agents and designees), and grants to the Secured Party (and its agents and designees), a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired (collectively, the "Trademark Collateral") (other than Excluded Property):

- (a) all of its Trademarks, including those Trademarks referred to on Schedule I hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement, violation or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantors shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall promptly give notice in writing to Secured Party with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Secured Party to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. TERMINATION. Upon the payment in full of the Secured Obligations and termination of this Trademark Security Agreement, the Secured Party shall execute, acknowledge, and deliver to the Grantors proper documents and instruments acknowledging the release of the security interest in the Trademark Collateral under this Trademark Security Agreement.

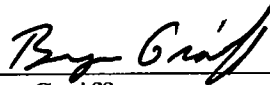
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Subordinated Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

HEALTHCARE UNIFORM COMPANY, INC.

By: 
Name: Bryan Graiff
Title: Chief Financial Officer, Vice President,
Secretary and Treasurer

UNIFORM CITY NATIONAL, INC.

By: 
Name: Bryan Graiff
Title: Chief Financial Officer, Vice President,
Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

SUN UNIFORMS FINANCE, LLC

By: _____
Name: Peter Lee
Title: Vice President

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

HEALTHCARE UNIFORM COMPANY, INC.


By: _____
Name: Bryan Graiff
Title: Chief Financial Officer, Vice President,
Secretary and Treasurer

UNIFORM CITY NATIONAL, INC.

By: _____
Name: Bryan Graiff
Title: Chief Financial Officer, Vice President,
Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

SUN UNIFORMS FINANCE, LLC

By:  _____
Name: Peter Lee
Title: Vice President

Signature page to Trademark Security Agreement

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Registered Trademarks

Owner	Mark	Jurisdiction	Registration No.	Registration Date
Healthcare Uniform Company, Inc.	LIFE	U.S.	1,647,117	6/4/91
Healthcare Uniform Company, Inc.	LIFE	U.S.	2,571,331	5/21/02
Healthcare Uniform Company, Inc.	LIFE UNIFORM	U.S.	3,370,424	1/15/08
Healthcare Uniform Company, Inc.	LIFE UNIFORM (WITH DESIGN)	U.S.	3,186,315	12/19/06
Healthcare Uniform Company, Inc.	FRESH SCRUBS	U.S.	3,424,316	5/6/08
Healthcare Uniform Company, Inc.	FASHION WITH A PULSE	U.S.	3,312,293	10/16/07
Uniform City National, Inc.	SIERRA SCRUBS	U.S.	3,076,400	4/4/06
Uniform City National, Inc.	UNIFORM CITY ONLINE	U.S.	2,798,123	12/23/03
Uniform City National, Inc.	SOFTSCRUBS & DESIGN	U.S.	2,323,108	2/29/00
Uniform City National, Inc.	UNIFORM CITY	U.S.	0,900,819	10/13/70
Uniform City National, Inc.	UNIFORM CITY	U.S.	1,654,583	8/20/91
Uniform City National, Inc.	UNIFORM CITY U.S.A.	U.S.	1,646,003	5/28/91

Trademark Applications

Owner	Mark	Jurisdiction	Application No.	Application Date
None.				