

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WORK 'N GEAR, LLC		04/30/2010	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RX GEAR, LLC		
<b>Street Address:</b>	293 Libbey Industrial Parkway		
<b>City:</b>	Weymouth		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02189		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2579118	RX UNIFORMS	
Registration Number:	2613016	RX GEAR	
Registration Number:	3586201	RX GEAR	
Registration Number:	2483153	VITAL SIGNS	
Serial Number:	77882222	RX GEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)526-9899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6175269600		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		

**CH \$140.00 2579118**

ATTORNEY DOCKET NUMBER:	77437/001
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	05/10/2010
Total Attachments: 4 source=RX Trademark Assignment Agreement#page1.tif source=RX Trademark Assignment Agreement#page2.tif source=RX Trademark Assignment Agreement#page3.tif source=RX Trademark Assignment Agreement#page4.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of April 30, 2010 (this "Agreement"), by and between WORK 'N GEAR, LLC, a New York limited liability company (the "Assignor"), and RX GEAR, LLC, a Delaware limited liability company (the "Assignee"). Assignor and Assignee are each a "Party" and together the "Parties."

### WITNESSETH:

WHEREAS, Assignor and Assignee and/or certain of their Affiliates are Parties to a Contribution and Assignment Agreement dated as of April 30, 2010 (as may be amended, modified and supplemented from time to time, the "Contribution Agreement"), pursuant to which the Assignee has agreed to acquire all of the Assignor's right, title and interest in and to the trademark registrations and trademark applications listed on the attached Schedule A (the "Assigned Trademarks"), as more fully described in the Contribution Agreement and upon the terms and conditions set forth therein;

WHEREAS, this Agreement will further memorialize and confirm the assignment of the Assigned Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, transfers, conveys, assigns and delivers (or shall cause to be sold, transferred, conveyed, assigned and delivered) to Assignee and its successors and assigns, and Assignee purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest, free and clear of all liens pursuant to Section 363(f) of the Bankruptcy Code, in, to and under all of the Assigned Trademarks and the goodwill of the business in connection with which said marks are used and which are symbolized by said marks, together with all rights derived therefrom, including statutory, common law and contractual rights, in, to and under the Assigned Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned Trademarks, including in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Agreement.
2. For intent-to-use U.S. applications included in the Assigned Trademarks, the Parties hereto acknowledge that that portion of the business and goodwill of Assignor to which the Assigned Trademarks pertain is ongoing and existing and is being transferred to Assignee.
3. Each Party to this Agreement hereby acknowledges and agrees that, except as set forth in the Contribution Agreement, the transactions contemplated by this Agreement are made without representations or warranties of any kind.
4. Each Party will take any and all actions, including the execution of certificates, documents or instruments, necessary or appropriate to give effect to the terms and conditions set forth in this Agreement. Without limiting the foregoing, the Assignor will execute all documents and assist in all proceedings necessary to perfect, register, or record the rights of the Assignee to the Assigned Trademarks with the relevant authority at the United States Patent and Trademark Office and/or

the applicable foreign authorities. If Assignor does not, within 15 days of its receipt thereof, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

5. This Agreement and any of the provisions hereof may not be amended or modified except by a document in writing and signed by each Party hereto.
6. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns.
7. This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the provisions thereof regarding conflicts of law that would result in the application of the laws of another jurisdiction.
8. All capitalized terms not otherwise defined in this Agreement, as used in this Agreement, will have the respective meanings set forth in the Contribution Agreement.
9. This Agreement is being executed and delivered pursuant to the Contribution Agreement. Nothing in this Agreement shall limit Assignee's rights to the Assigned Trademarks under the Contribution Agreement. This Agreement does not amend or otherwise modify or limit any of the provisions of the Contribution Agreement. In the event of a conflict between any provision of this Agreement and any provision of the Contribution Agreement, the provisions of the Contribution Agreement shall prevail.
10. This Agreement may be executed (including by facsimile transmission) with counterpart signature pages or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when counterpart signature pages or counterparts have been signed by each Party hereto and delivered to the other Party hereto.

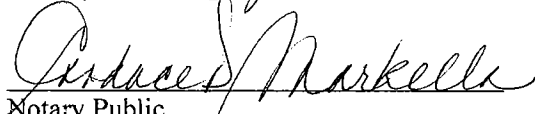
*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

WORK 'N GEAR, LLC

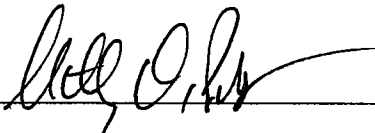
By:   
Name:  
Title:

Sworn to and subscribed before me  
this 29<sup>th</sup> day of April, 2010

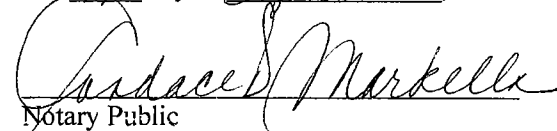
  
Notary Public

My Commission Expires: 3/7/2014

RX GEAR, LLC

By:   
Name:  
Title:

Sworn to and subscribed before me  
this 29<sup>th</sup> day of April, 2010

  
Notary Public

My Commission Expires: 3/7/2014

**Schedule A**

**Assigned Trademarks**

<b><u>Country</u></b>	<b><u>Trademark</u></b>	<b><u>Registration Status</u></b>	<b><u>Registration/Application No.</u></b>
U.S.	RX Uniforms	Registered	2,579,118
U.S.	RX Gear (Block)	Registered	2,613,016
U.S.	RX Gear (Block)	Registered	3,586,201
U.S.	RX Gear (Block)	Not registered	77/882,222
U.S.	Vital Signs	Registered	2,483,153