

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE BANK OF NOVA SCOTIA, as Administrative Agent		08/23/2010	BANK: CANADA

RECEIVING PARTY DATA

Name:	STRATEGIC PARTNERS, INC.
Street Address:	9800 DE SOTO AVE
City:	CHATSWORTH
State/Country:	CALIFORNIA
Postal Code:	91311
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	1242899	ROCKERS
Registration Number:	1575088	ROCKERS FOR WALKERS
Registration Number:	2352939	CHEROKEE
Registration Number:	2278251	ROCKERS
Registration Number:	2157323	SCRUB STAR
Registration Number:	2159729	CLASSROOM
Registration Number:	2285935	SCRUB STAR
Registration Number:	2345931	CLASSROOM
Registration Number:	2293444	MEDMAN
Registration Number:	2339214	INSPIRED COMFORT
Registration Number:	2354082	UNDER SCRUBS
Registration Number:	2419949	TOONIFORMS
Registration Number:	2678560	II SOFT
Registration Number:	2452877	STRONG ENOUGH TO CARE

OP \$865.00 1242899

Registration Number:	2780032	SCRUB H.Q.
Registration Number:	2692696	R-CLOGZ
Registration Number:	2774019	DBL
Registration Number:	3071403	SURF SCRUBS
Registration Number:	3095987	CHEROKEE MEDICAL
Registration Number:	2926678	PLUSH TOUCH
Registration Number:	2933717	SCRUBS U
Registration Number:	2827504	II SOFT
Registration Number:	2971898	
Registration Number:	2834083	INSPIRED COMFORT AWARD
Registration Number:	2938696	SCRUB SOLUTIONS
Registration Number:	3134825	ANYWEARS
Registration Number:	2800217	ANYWEARS BY THE ANYWEAR SHOE COMPANY
Registration Number:	2804693	ANYWEARS BY THE ANYWEAR SHOE COMPANY
Registration Number:	3021993	TEAM SCRUBS
Registration Number:	3028307	R
Serial Number:	76522414	BEACH SCRUBS
Serial Number:	78463688	TRUE U
Serial Number:	78463692	ALPHA WAVE
Serial Number:	78498010	SCRUB CONNECTION

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36120
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	09/20/2010

Total Attachments: 5

TRADEMARK
REEL: 004281 FRAME: 0265

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TRADEMARKS RELEASE OF SECURITY INTEREST

THIS TRADEMARKS RELEASE OF SECURITY INTEREST (the "*Trademarks Release*") dated as of August 23, 2010 is made by THE BANK OF NOVA SCOTIA, as Administrative Agent (in such capacity, the "*Administrative Agent*") for the Secured Parties in favor of STRATEGIC PARTNERS, INC., a California corporation ("SPI"). Terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Existing Credit Agreement referred to below.

A. Reference is made to the Credit Agreement dated as of April 7, 2006 (as amended, supplemented or otherwise modified prior to the date hereof, the "*Existing Credit Agreement*"), among STRATEGIC PARTNERS MIDCO, INC., a Delaware corporation (the "*Borrower*"), the Lenders from time to time party thereto and THE BANK OF NOVA SCOTIA, as Administrative Agent.

B. Reference is made to the Pledge and Security Agreement dated as of April 7, 2006 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "*Collateral Agreement*"), among the Borrower, the Subsidiaries of the Borrower party thereto, including SPI (together with the Borrower, the "*Grantors*") and the Administrative Agent. Pursuant to the Collateral Agreement, the Grantors granted a security interest to the Administrative Agent, for its benefit and the benefit of the Secured Parties, in, among other things, the Trademark Collateral (as defined in the Trademark Security Agreement), including, among other things, the trademarks, trademark registrations and applications, goodwill of the business symbolized by such trademarks and trademark licenses, and proceeds of and rights associated with the foregoing and the right to sue for past, present or future infringement or dilution, of the Grantors set forth on Schedule I hereto (collectively, the "*Trademarks*") and entered into the Trademark Security Agreement dated April 7, 2006 ("*Trademark Security Agreement*") for the purpose of recording such security interest with respect to the Trademarks, which was recorded with the United States Patent & Trademark Office at Reel/Frame 3303/0243 on May 4, 2006.

C. In connection with the termination of the Existing Credit Agreement, the Grantors have informed the Administrative Agent of their desire to obtain the release of all right, title and interest of the Secured Parties in and to the Collateral, including among other things, the Trademarks.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on its behalf and on behalf of the Secured Parties, hereby absolutely, unconditionally and irrevocably releases and terminates all right, title and interest (including, without limitation, security interests) of the Administrative Agent and the Secured Parties in and to the Trademarks. The Administrative Agent, on its behalf and on behalf of the Secured Parties, hereby assigns, transfers and sets over to SPI all right, title and interest that the Administrative Agent and the Secured Parties may have in or to

the Trademarks under the Collateral Agreement, together with the goodwill of the business symbolized by such Trademarks and terminates the Trademark Security Agreement.

The Administrative Agent agrees to perform all further acts and execute and deliver, at the Borrower's expense, all further documents and/or instruments that may be reasonably necessary to carry out the provisions of this Trademarks Release. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademarks, the Administrative Agent will execute and deliver, at the Borrower's expense, a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein. Any execution and delivery of documents or instruments, including this Trademarks Release, shall be without recourse to or warranty by the Administrative Agent.

This Trademarks Release shall be governed by and construed in accordance with the law of the State of New York and shall be binding upon the Administrative Agent's representatives, successors, assigns and transferees.

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IN WITNESS WHEREOF, the Administrative Agent has duly executed this Trademarks Release as of the day and year first above written.

THE BANK OF NOVA SCOTIA, as
Administrative Agent,

By: Karen L. Anillo
Name:
Title: **Karen L. Anillo**
Director

Schedule I

Mark	Filing Date	Serial No.	Reg. Date	Reg. No.
ROCKERS	1/4/1979	73198982	6/21/1983	1242899
ROCKERS FOR WALKERS	4/25/1988	73724531	1/2/1990	1575088
CHEROKEE	9/28/1995	74735390	5/30/2000	2352939
ROCKERS	1/2/1996	75039218	9/14/1999	2278251
SCRUB STAR	2/26/1996	75063759	5/12/1998	2157323
CLASSROOM	1/24/1997	75230547	5/19/1998	2159729
SCRUB STAR	1/27/1997	75232182	10/12/1999	2285935
CLASSROOM	7/11/1997	75322853	4/25/2000	2345931
MEDMAN	12/15/1997	75405896	11/16/1999	2293444
INSPIRED COMFORT	5/14/1998	75485077	4/4/2000	2339214
UNDER SCRUBS	6/4/1998	75496331	5/30/2000	2354082
TOONIFORMS	3/8/1999	75655737	1/9/2001	2419949
II SOFT	11/24/1999	75857425	1/21/2003	2678560
STRONG ENOUGH TO CARE	1/27/2000	75905764	5/22/2001	2452877
SCRUB H.Q.	12/18/2000	76182645	11/4/2003	2780032
R-CLOGZ	2/15/2002	76371800	3/4/2003	2692696
DBL	2/28/2002	76377380	10/14/2003	2774019
SURF SCRUBS	10/28/2002	76462558	3/21/2006	3071403
CHEROKEE MEDICAL	12/2/2002	76471593	5/23/2006	3095987
PLUSH TOUCH	2/24/2003	76491417	2/15/2005	2926678
SCRUBS U	3/17/2003	76497886	3/15/2005	2933717
II SOFT	5/9/2003	76513123	3/30/2004	2827504
DESIGN ONLY	5/19/2003	76515077	7/19/2005	2971898
INSPIRED COMFORT AWARD	5/22/2003	76516379	4/20/2004	2834083
BEACH SCRUBS	6/16/2003	76522414		
SCRUB SOLUTIONS	8/19/2003	76538443	4/5/2005	2938696
ANYWEARS	7/26/2001	78075990	8/29/2006	3134825
ANYWEARS BY THE ANYWEAR SHOE COMPANY	10/9/2001	78087629	12/30/2003	2800217
ANYWEARS BY THE ANYWEAR SHOE COMPANY	10/9/2001	78087630	1/13/2004	2804693
TEAM SCRUBS	3/24/2004	78390180	11/29/2005	3021993
TRUE U	8/6/2004	78463688		
ALPHA WAVE	8/6/2004	78463692		
SCRUB CONNECTION	10/11/2004	78498010		
R	10/14/2004	78499923	12/13/2005	3028307