

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tafford Uniforms, LLC		08/13/2012	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	Tafford Resources Inc.
<b>Street Address:</b>	1460 Main Street, Suite 200
<b>City:</b>	Southlake
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76092
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2725426	SCRUBS XPRESS
Registration Number:	2578175	TAFFORD.COM
Registration Number:	2578176	TAFFORD
Registration Number:	3430264	TAFFORD UNIFORMS
Registration Number:	3444345	TAFFORD ESSENTIALS
Registration Number:	3430262	TAFFORD UNIFORMS
Registration Number:	3696635	QUINTESENTIALS THE NEW FEEL OF COMFORT
Registration Number:	3798923	TAFFORD ESSENTIALS

**CORRESPONDENCE DATA**

Fax Number: 2146616876  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 214-953-5758  
 Email: sborrelli@jw.com

CH \$215.00 2725426

Correspondent Name: Sara K. Borrelli  
Address Line 1: 901 Main Street, Suite 6000  
Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER: 132425.00034

NAME OF SUBMITTER: Sara K. Borrelli

Signature: /sara k. borrelli/

Date: 12/11/2012

Total Attachments: 3  
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## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS is made effective as of August 13, 2012, by Tafford Uniforms, LLC, Inc., a Delaware limited liability company ("*Assignor*"), to Tafford Resources Inc., a Delaware corporation ("*Assignee*").

### RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement, entered into effective as of August 13, 2012 (the "*Agreement*"), pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee and Assignee has agreed to purchase and acquire from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively sell, convey, assign, transfer, deliver, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to sell, convey, assign, transfer, deliver and grant to Assignee, and Assignee desires to accept the sale, conveyance, assignment, transfer, delivery and grant of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "*Marks*").

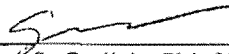
NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement, including the payment of the Purchase Price set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers, delivers and grants to Assignee, and Assignee hereby accepts the sale, conveyance, assignment, transfer, delivery and grant of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the principles of conflicts of laws thereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

TAFFORD UNIFORMS, LLC

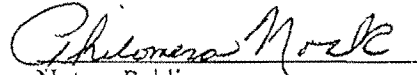
  
Gene S. Godick, Chief Executive Officer

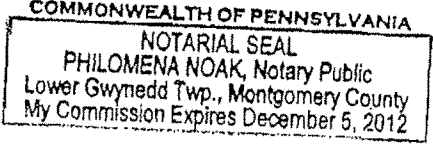
[SEAL]

State of Pennsylvania            )  
  ) ss.:  
County of Montgomery        )

On this 9 day of August, 2012, before me, Philomena Noak, personally appeared Gene S. Godick, Chief Executive Officer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

  
Notary Public



SIGNATURE PAGE

SCHEDULE A

REGISTERED SERVICEMARKS AND TRADEMARKS

<u>Servicemark or Trademark</u>	<u>U.S. or Canadian Registration No.</u>	<u>Registration Date</u>
Scrubs Express	US 2,725,426	6/10/2003
Tafford.com	US 2,578,175	6/11/2002
Tafford	US 2,578,176	6/11/2002
Tafford Uniforms	US 3,430,264	5/20/2008
Tafford Essentials	US 3,444,345	6/10/2008
Tafford Uniforms & Design	US 3,430,262	5/20/2008
Quintessentials The New Feel of Comfort	US 3,696,635	10/13/2009
Tafford Essentials	US 3,798,923	6/8/2010
Tafford Uniforms	CA Serial no:1,384,547	Filed 2/22/2008
Tafford Essentials	CA Serial no:1,384,548	Filed 2/22/2008
Tafford Uniforms & Design	CA Serial no:1,384,546	Filed 2/22/2008