

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
Healthcare Uniform Company, Inc.		07/30/2013	CORPORATION: DELAWARE
Uniform City National, Inc.		07/30/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Scrubs & Beyond, LLC
<b>Street Address:</b>	823 Hanley Industrial Court
<b>City:</b>	Brentwood
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63144
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	4332937	BE THE FIRST
Registration Number:	4325936	BE THE FIRST LIFE UNIFORM
Registration Number:	2571331	LIFE
Registration Number:	1647117	LIFE
Registration Number:	3769341	LIFE
Registration Number:	3186315	LIFE UNIFORM
Registration Number:	3764605	SCRUB ELEMENTS
Registration Number:	3312293	FASHION WITH A PULSE
Registration Number:	3424316	FRESH SCRUBS
Registration Number:	3370424	LIFE UNIFORM
Registration Number:	3076400	SIERRA SCRUBS
Registration Number:	0900819	UNIFORM CITY
Registration Number:	1654583	UNIFORM CITY

CH \$415.00 4332937

Registration Number:	2798123	UNIFORM CITY ONLINE
Registration Number:	1646003	UNIFORM CITY U.S.A.
Serial Number:	85880630	LIFE ESSENTIALS

**CORRESPONDENCE DATA**

Fax Number:

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

Phone: 3146215070  
 Email: iptm@armstrongteasdale.com  
 Correspondent Name: Courtney Jackson  
 Address Line 1: 7700 Forsyth Boulevard, Suite 1800  
 Address Line 4: Saint Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	32174-24
NAME OF SUBMITTER:	Courtney Jackson
Signature:	/Courtney Jackson/
Date:	12/23/2013

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") dated as of July 30, 2013, is made and entered into by and among HEALTHCARE UNIFORM COMPANY, INC., a Delaware corporation ("Healthcare Uniform"), and UNIFORM CITY NATIONAL, INC., a Delaware corporation ("Uniform City"; together with Healthcare Uniform, collectively, the "Assignor"), and SCRUBS & BEYOND, LLC, a Delaware limited liability company (the "Assignee") (each a "Party", and collectively, the "Parties"). Unless otherwise defined herein, capitalized terms used in this Assignment shall have the meanings given to them in the Asset Purchase Agreement (as defined below).

### Background:

The Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of May 28, 2013 (the "Asset Purchase Agreement"), pursuant to which the Assignor has agreed to sell the Purchased Assets to the Assignee.

As a condition to the Closing, the Parties agreed to enter into this Assignment pursuant to which the Assignor will assign to the Assignee all of the Assignor's right, title and interest in, to and under all of the Assignor's registered and unregistered trademarks, including but not limited to the registered trademarks and trademark applications listed on Schedule A attached hereto (collectively, the "Trademarks").

### Agreement:

**NOW, THEREFORE**, in consideration of the premises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment and Transfer. The Assignor hereby, effective as of the Closing, assigns, sells, conveys and transfers to the Assignee, its legal representatives, successors and assigns, all of the Assignor's right, title and interest, throughout the world, in, to and under the Trademarks, together with the whole of the goodwill of the business pertaining thereto, with the same rights of the Assignor to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, and together with all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present or future infringement, misappropriation, dilution, violation or unlawful imitation, whether currently known or unknown, of the foregoing.

2. Due Authorization. As applicable, the Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations to issue all registrations from any applications for registration of the Trademarks to the Assignee.

3. Further Assurances. The Assignor covenants and agrees that they will not execute any writing or do any act whatsoever conflicting with this Assignment, and that the Assignor will, upon the request of the Assignee, execute and deliver, or cause to be executed or delivered, any and all documents and take any and all actions that may be necessary or desirable

to perfect the assignment, conveyance and transfer of the Trademarks hereunder, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the successors, assigns and legal representatives of the Assignor and the Assignee. In the event the Assignee is unable, after reasonable effort, to secure the Assignor's signature for the purposes of making such filings and recordations and more fully vesting ownership in the Trademarks, for any reason whatsoever, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized agents as the Assignor's agent and attorney-in-fact, to act for and in their behalf to execute and file any and all such documents and to do all other lawfully permitted acts to accomplish the complete and exclusive transfer of the Trademarks.

4. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws of such State.

5. Amendment; Waiver. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the Party against whom enforcement of the same is sought.

6. Conflict with Asset Purchase Agreement or Sale Order. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement or the Sale Order (as defined in the Asset Purchase Agreement), the terms and conditions of the Asset Purchase Agreement or the Sale Order, as the case may be, shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the respective agreements, terms, conditions, limitations, representations, warranties, covenants and obligations contained in the Asset Purchase Agreement and the Sale Order or the survival thereof.


7. Counterparts. This Assignment may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

**[SIGNATURE PAGE FOLLOWS]**

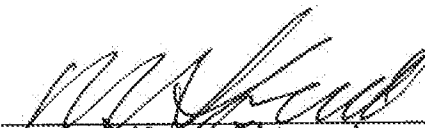
IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be executed and delivered by their respective duly authorized officers on the date first written above.

ASSIGNOR:

**HEALTHCARE UNIFORM COMPANY, INC.**

By:   
Name: ROBERT FREZZA  
Title: CEO

**UNIFORM CITY NATIONAL, INC.**

By:   
Name: ROBERT FREZZA  
Title: CEO

ASSIGNEE:

**SCRUBS & BEYOND, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be executed and delivered by their respective duly authorized officers on the date first written above.

ASSIGNOR:

**HEALTHCARE UNIFORM COMPANY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**UNIFORM CITY NATIONAL, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

**SCRUBS & BEYOND, LLC**

By: Karla Bakersmith  
Name: KARLA BAKERSMITH  
Title: President / CEO

**Schedule A**  
**Trademarks**

**Registered Trademarks:**

<b><u>TRADEMARK</u></b>	<b><u>REGISTRATION NO.</u></b>	<b><u>REGISTRANT/ OWNER</u></b>
BE THE FIRST	Reg. No. 4,332,937	Healthcare Uniform Company, Inc.
BE THE FIRST LIFE UNIFORM and design	Reg. No. 4,325,936	Healthcare Uniform Company, Inc.
LIFE	Reg. No. 2,571,331	Healthcare Uniform Company, Inc.
LIFE	Reg. No. 1,647,117	Healthcare Uniform Company, Inc.
LIFE and design	Reg. No. 3,769,341	Healthcare Uniform Company, Inc.
LIFE UNIFORM and design	Reg. No. 3,186,315	Healthcare Uniform Company, Inc.
SCRUB ELEMENTS	Reg. No. 3,764,605	Healthcare Uniform Company, Inc.
FASHION WITH A PULSE	Reg. No. 3,312,293	Healthcare Uniform Company, Inc.
FRESH SCRUBS	Reg. No. 3,424,316	Healthcare Uniform Company, Inc.
LIFE UNIFORM	Reg. No. 3,370,424	Healthcare Uniform Company, Inc.
SIERRA SCRUBS	Reg. No. 3,076,400	Uniform City National, Inc.
UNIFORM CITY	Reg. No. 900,819	Uniform City National, Inc.
UNIFORM CITY	Reg. No. 1,654,583	Uniform City National, Inc.

**Registered Trademarks (continued):**

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRANT/ OWNER</u>
UNIFORM CITY ONLINE	Reg. No. 2,798,123	Uniform City National, Inc.
UNIFORM CITY U.S.A.	Reg. No. 1,646,003	Uniform City National, Inc.

**Pending Application:**

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>REGISTRANT/ OWNER</u>
LIFE ESSENTIALS	Serial No. 85/880630	Healthcare Uniform Company, Inc.