TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

10/07/2014
900303391

ETAS ID: TM319256

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STRATEGIC PARTNERS, INC.		10/06/2014	CORPORATION:

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 Park Avenue
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Administrative Agent: New York

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	4211958	ANYWEAR
Serial Number:	86354835	BE SAFE. BE SMART. BE CERTAIN.
Serial Number:	86354966	BE SAFE. BE SMART. BE CERTAIN.
Serial Number:	86200995	CERTAINTY
Serial Number:	86355891	CERTAINTY
Serial Number:	86362278	CERTAINTY
Serial Number:	86211074	CERTAINTY PLUS
Serial Number:	86355893	CERTAINTY PLUS
Registration Number:	4335729	CHEROKEE LUXE
Serial Number:	85916059	CLASSMATES
Serial Number:	85394676	CODE HAPPY
Serial Number:	85557817	CODE HAPPY STORE
Serial Number:	85394662	CORE STRETCH
Serial Number:	86072393	CURO
Serial Number:	86072408	CURO
Serial Number:	86072417	CURO
Serial Number:	86072425	CURO
Serial Number:	86072431	CURO

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Property Type	Number	Word Mark
Serial Number:	86072441	CURO
Serial Number:	86072444	CURO
Serial Number:	86072454	CURO
Serial Number:	86072458	CURO
Serial Number:	86200978	EVOLUTION NXT
Serial Number:	86111531	FLEXIBLES
Serial Number:	86363928	GRATITUDE
Serial Number:	86363921	GRATITUDE
Registration Number:	4355330	I.D. SCRUBS
Serial Number:	86248510	INFINITY BY CHEROKEE
Serial Number:	86355896	INFINITY BY CHEROKEE
Registration Number:	4415489	PERFECT STRETCH
Registration Number:	4275901	PRO FLEXIBLES
Serial Number:	86331364	REAL SCHOOL
Registration Number:	4318022	RUNWAY BY CHEROKEE
Serial Number:	86299295	SAPPHIRE
Serial Number:	85899622	SAPPHIRE SCRUBS
Serial Number:	86389584	SCRUB STAR PREMIUM SCRUBWEAR
Registration Number:	4214579	STRATEGIC MEDIA GROUP
Serial Number:	86098171	UNIFORMITY WITH INDIVIDUALITY
Serial Number:	86256335	VITAL THREADS
Registration Number:	4262541	XTREME STRETCH

CORRESPONDENCE DATA

Fax Number: 2123108007

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 310-8941

Email: Wansi.Leung@weil.com

Correspondent Name: Wansi Leung

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	18866.0033 WANSI LEUNG
NAME OF SUBMITTER:	Wansi Leung
SIGNATURE:	/Wansi Leung/
DATE SIGNED:	10/07/2014

Total Attachments: 8

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THIS TRADEMARK SECURITY AGREEMENT, dated as of October 6, 2014, is made by the entity listed on the signature page hereof ("**Grantor**"), in favor of Ares Capital Corporation ("**Ares**"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Administrative Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of October 6, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Strategic Partners Acquisition Corp., a Delaware corporation ("**SPAC**"), Strategic Partners, Inc., a California corporation (together with SPAC, the "**Borrowers**"), SPI Intermediate Holdings, LLC, a Delaware limited liability company, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and Ares, as Administrative Agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement, dated as of October 6, 2014, in favor of the Administrative Agent (the "**Guaranty and Security Agreement**"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "**Trademark Collateral**"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

TRADEMARK
REEL: 005376 FRAME: 0331

IN WITNESS WHEREOF, the 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.

Very truly yours,

STRATEGIC PARTNERS, INC.
as Grantor

By: _____
Name: Robert Pierpoint
Title: Chief Financial Officer, Executive Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION
as Administrative Agent

By: _____
Name: R. Kipp deVeer
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Country	Status	App No.	App. Date	Reg. No.	Reg. Date	Owner
FLEXIBLES	Canada	Pending	1675723	5/6/2014			Strategic Partners, Inc.
SAPPHIRE SCRUBS	Canada	Pending	1682576	6/25/2014			Strategic Partners, Inc.
SCRUB STAR	Canada	Pending	1694055	9/16/2014			Strategic Partners, Inc.
SCRUB STAR PREMIUM SCRUBWEAR (STYLIZED)	Canada	Pending	1694056	9/16/2014			Strategic Partners, Inc.
CODE HAPPY	CTM-European Community	Registered	10935261	6/4/2012	10935261	10/31/2012	Strategic Partners, Inc.
ANYWEAR (STYLIZED)	United States	Registered	77903451	12/31/09	4211958	9/25/2012	Strategic Partners, Inc.
BE SAFE. BE SMART. BE CERTAIN.	United States	Pending	86354835	8/1/2014			Strategic Partners, Inc.
BE SAFE. BE SMART. BE CERTAIN.	United States	Pending	86354966	8/1/2014			Strategic Partners, Inc.
CERTAINTY	United States	Pending	86200995	2/21/2014			Strategic Partners, Inc.
CERTAINTY	United States	Pending	86355891	8/4/2014			Strategic Partners, Inc.
CERTAINTY	United States	Pending	86362278	8/10/2014			Strategic Partners, Inc.
CERTAINTY	United	Pending	86211074	3/4/2014			Strategic Partners,

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Mark	Country	Status	App No.	App. Date	Reg. No.	Reg. Date	Owner
PLUS	States						Inc.
CERTAINTY PLUS	United States	Pending	86355893	8/4/2014			Strategic Partners, Inc.
CHEROKEE LUXE	United States	Registered	85466982	11/8/2011	4335729	5/14/2013	Strategic Partners, Inc.
CLASSMATES	United States	Pending	85916059	4/26/2013			Strategic Partners, Inc.
CODE HAPPY	United States	Registered	85394676	8/10/2011	4223050	10/9/2012	Strategic Partners, Inc.
CODE HAPPY STORE	United States	Registered	85557817	3/1/2012	4481687	2/11/2014	Strategic Partners, Inc.
CORE STRETCH	United States	Registered	85394662	8/10/2011	4223049	10/9/2012	Strategic Partners, Inc.
CURO	United States	Pending	86072393	9/23/2013			Strategic Partners, Inc.
CURO	United States	Pending	86072408	9/23/2013			Strategic Partners, Inc.
CURO	United States	Pending	86072417	9/23/2013			Strategic Partners, Inc.
CURO	United States	Pending	86072425	9/23/2013			Strategic Partners, Inc.
CURO	United States	Pending	86072431	9/23/2013			Strategic Partners, Inc.
CURO	United States	Pending	86072441	9/23/2013			Strategic Partners, Inc.
CURO	United States	Pending	86072444	9/23/2013			Strategic Partners, Inc.

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Mark	Country	Status	App No.	App. Date	Reg. No.	Reg. Date	Owner
CURO	United States	Pending	86072454	9/23/2013			Strategic Partners, Inc.
CURO	United States	Pending	86072458	9/23/2013			Strategic Partners, Inc.
EVOLUTION NXT	United States	Pending	86200978	2/21/2014			Strategic Partners, Inc.
FLEXIBLES	United States	Pending	86111531	11/6/2013			Strategic Partners, Inc.
GRATITUDE	United States	Pending	86363928	8/12/2014			Strategic Partners, Inc.
GRATITUDE	United States	Pending	86363921	8/12/2014			Strategic Partners, Inc.
I.D. SCRUBS	United States	Registered	85639356	5/31/2012	4355330	6/18/2013	Strategic Partners, Inc.
INFINITY BY CHEROKEE	United States	Pending	86248510	4/10/2014			Strategic Partners, Inc.
INFINITY BY CHEROKEE	United States	Pending	86355896	8/4/2014			Strategic Partners, Inc.
PERFECT STRETCH	United States	Registered	85541341	2/13/2012	4415489	10/8/2013	Strategic Partners, Inc.
PRO FLEXIBLES	United States	Registered	85702038	8/13/2012	4275901	1/15/2013	Strategic Partners, Inc.
REAL SCHOOL	United States	Pending	86331364	7/8/2014			Strategic Partners, Inc.
RUNWAY BY CHEROKEE	United States	Registered	85443316	10/10/2011	4318022	4/9/2013	Strategic Partners, Inc.
SAPPHIRE	United	Pending	86299295	6/3/2014			Strategic Partners,

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Mark	Country	Status	App No.	App. Date	Reg. No.	Reg. Date	Owner
	States						Inc.
SAPPHIRE SCRUBS	United States	Pending	85899622	4/9/2013			Strategic Partners, Inc.
SCRUB STAR PREMIUM SCRUBWEAR (STYLIZED)	United States	Pending	86389584	9/9/2014			Strategic Partners, Inc.
STRATEGIC MEDIA GROUP	United States	Registered	85178100	11/16/2010	4214579	9/25/2012	Strategic Partners, Inc.
UNIFORMITY WITH INDIVIDUALITY	United States	Pending	86098171	10/22/2013			Strategic Partners, Inc.
VITAL THREADS	United States	Pending	86256335	4/18/2014			Strategic Partners, Inc.
XTREME STRETCH (STYLIZED)	United States	Registered	85525464	1/25/2012	4262541	12/18/2012	Strategic Partners, Inc.

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