

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM450478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scrubs & Beyond, LLC		11/09/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	1180 West Peachtree Street NW		
Internal Address:	Suite 1000		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	an Alabama bank: ALABAMA		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	5090636	BEYOND SCRUBS	
Registration Number:	5172635	BEYOND LABS	
Registration Number:	4989303	BEYOND SCRUBS	
Registration Number:	4989302	BEYOND SCRUBS	
Registration Number:	4989301	BEYOND SCRUBS	
Registration Number:	4871665	SCRUBS CLUB	
Registration Number:	4789642	GREAT FOR GROUPS	
Registration Number:	4721193	BEYOND SCRUBS	
Registration Number:	4587952	BEYOND SCRUBS	
Registration Number:	4421760	LIFE ESSENTIALS	
Registration Number:	4491883	BEYOND SCRUBS	
Registration Number:	4332937	BE THE FIRST	
Registration Number:	4325936	BE THE FIRST LIFE UNIFORM	
Registration Number:	4243588	ALWAYS FIRST IN FASHION	
Registration Number:	4290100	SCRUBS & BEYOND	
Registration Number:	4265668	SCRUBS & BEYOND	
Registration Number:	4142432	SCRUBINISTA	
Registration Number:	4142430	S & B	
TRADEMARK			

CH \$715.00 5090636

Property Type	Number	Word Mark
Registration Number:	4142429	S&B
Registration Number:	4146134	SCRUBS & BEYOND
Registration Number:	3186315	LIFE UNIFORM
Registration Number:	3312293	FASHION WITH A PULSE
Registration Number:	3370424	LIFE UNIFORM
Registration Number:	2558145	SCRUBS & BEYOND
Registration Number:	2571331	LIFE
Registration Number:	1654583	UNIFORM CITY
Registration Number:	1647117	LIFE
Registration Number:	0900819	UNIFORM CITY

CORRESPONDENCE DATA

Fax Number: 4045228409

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: 404-420-5527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal - PHR&D

Address Line 1: 303 Peachtree Street

Address Line 2: Suite 3600

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Bobbi Accord Noland
SIGNATURE:	/ban/
DATE SIGNED:	11/10/2017

Total Attachments: 9

source=Trademark - Scrubs#page1.tif

source=Trademark - Scrubs#page2.tif

source=Trademark - Scrubs#page3.tif

source=Trademark - Scrubs#page4.tif

source=Trademark - Scrubs#page5.tif

source=Trademark - Scrubs#page6.tif

source=Trademark - Scrubs#page7.tif

source=Trademark - Scrubs#page8.tif

source=Trademark - Scrubs#page9.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of this 9th day of November, 2017, between **REGIONS BANK**, an Alabama bank (together with its successors and assigns, "Lender"), and **SCRUBS & BEYOND, LLC**, a Delaware limited liability company ("Company").

Recitals:

Company and certain of its subsidiaries and affiliates (collectively, "Borrowers") desire to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated on or about the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among Borrowers and Lender.

Lender is willing to make loans and other financial accommodations to Borrowers from time to time pursuant to the terms of the Loan Agreement, provided, among other things, that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of all of the Obligations, Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of Company, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Company represents and warrants to Lender that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) This Agreement will create a legal and valid Lien upon and security interest in the Trademark Collateral, enforceable against Company in accordance with its terms;

(c) To Company's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons.

4. Company covenants and agrees with Lender that:

(a) Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;

(b) Company will not change the quality of the products associated with the Trademarks without Lender's prior written consent in its Permitted Discretion; and

(c) Except for Trademarks abandoned by Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. Company hereby grants to Lender and Lender's employees and agents the visitation, audit, and inspection rights with respect to Company and the Trademark Collateral as set forth in the Loan Agreement.

6. Until Payment in Full of the Obligations, Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of Company in the regular and ordinary course of Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with Company's obligations under this Agreement.

7. If, before Payment in Full of the Obligations, Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Company shall give to Lender prompt notice thereof in writing.

8. Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 hereof.

9. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under any other Applicable Law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to Company, each of which Company hereby expressly waives, collect directly any payments due Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Company hereby agrees that ten (10) days written notice to Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Payment in Full of the Obligations shall be paid over to Company. If any deficiency shall arise, Borrowers shall remain jointly and severally liable therefor.

10. Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Payment in Full of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Company (it being the intent of Company and Lender that Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its discretion, shall be reimbursed by Company **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the then-effective per annum rate of interest set forth in the Loan Agreement for Revolving Loans.

12. Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. Company shall have the duty, through counsel reasonably acceptable to Lender, to prosecute diligently any trademark

application for a Trademark pending as of the date of this Agreement or thereafter until Payment in Full of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Lender in its Permitted Discretion to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Company. Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Lender, unless Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and Company shall promptly, **upon demand**, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this paragraph 13.

14. If Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Lender may discharge such obligations in Company's name or in Lender's name, in Lender's sole discretion, but at Company's expense, and Company agrees to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of Company.

Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

20. Company hereby waives notice of Lender's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

22. **To the fullest extent permitted by Applicable Law, Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

23. Upon Payment in Full of the Obligations, Lender shall release the Trademark Collateral in accordance with the terms of the Loan Agreement.

[Remainder of page intentionally left blank; signatures appear on the following pages.]

WITNESS the execution hereof under seal on the day and year first above written.

ATTEST:



Mike Basler, Chief Financial
Officer

SCRUBS & BEYOND, LLC
("Company")

By: 

Name: Byron Norfleet

Title: Chief Executive Officer

[SEAL]

[Signatures continue on the following page]




Accepted:


REGIONS BANK
("Lender")

By: Curtis J. Correa
Name: **Curtis J. Correa**
Title: Senior Vice President

EXHIBIT A

Trademarks

Trademark	Serial No.	File Date	Registration No.	Registration Date
BEYOND SCRUBS	87006198	April 19, 2016	5090636	November 29, 2016
BEYOND LABS	86865039	January 4, 2016	5172635	March 27, 2017
BEYOND SCRUBS	86395926	September 16, 2014	4989303	June 28, 2016
BEYOND SCRUBS	86395908	September 16, 2014	4989302	June 28, 2016
BEYOND SCRUBS	86395873	September 16, 2014	4989301	June 28, 2016
SCRUBS CLUB	86396080	September 16, 2014	4871665	December 15, 2015
GREAT FOR GROUPS	86482411	December 16, 2014	4789642	August 11, 2015
BEYOND SCRUBS	86145805	December 17, 2013	4721193	April 14, 2015
BEYOND SCRUBS	86146095	December 17, 2013	4587952	August 19, 2014
LIFE ESSENTIALS	85880630	March 19, 2013	4421760	October 22, 2013
BEYOND SCRUBS	85674393	July 11, 2012	4491883	March 4, 2014
BE THE FIRST	85661931	June 26, 2012	4332937	May 7, 2013
	85661913	June 26, 2012	4325936	April 23, 2013
ALWAYS FIRST IN FASHION	85533558	February 3, 2012	4243588	November 13, 2012
	85502177	December 22, 2011	4290100	February 12, 2013
scrubs & beyond	85502168	December 22, 2011	4265668	December 25, 2012
SCRUBINISTA	85428017	September 21, 2011	4142432	May 15, 2012
S & B	85428006	September 21, 2011	4142430	May 15, 2012
	85428000	September 21, 2011	4142429	May 15, 2012
SCRUBS & BEYOND	85427992	September 21, 2011	4146134	May 22, 2012
life uniform	78737816	October 21, 2005	3186315	December 19, 2006
FASHION WITH A PULSE	78903147	June 7, 2006	3312293	October 16, 2007

<u>Trademark</u>	<u>Serial No.</u>	<u>File Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
LIFE UNIFORM	78737827	October 21, 2005	3370424	January 15, 2008
	76094509	July 19, 2000	2558145	April 9, 2002
LIFE	76272870	June 18, 2001	2571331	May 21, 2002
UNIFORM CITY	74084291	August 2, 1990	1654583	August 20, 1991
LIFE	74077298	July 11, 1990	1647117	June 4, 1991
UNIFORM CITY	72336819	September 2, 1969	0900819	October 13, 1970

Foreign Trademarks for Scrubs & Beyond, LLC

<u>Trademark</u>	<u>Serial No.</u>	<u>File Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Country</u>
Scrubs and Beyond	1458069	November 5, 2009	TMA 797069	May 10, 2011	Canada
Scrubs and Beyond	1547369	October 12, 2011	TMA 840389	January 18, 2013	Canada
Beyond Scrubs	1668579	March 18, 2014	TMA 919117	November 2, 2015	Canada
Beyond Scrubs	1668580	March 18, 2014	TMA 965644	March 14, 2017	Canada
Beyond Scrubs	1695609	September 26, 2014			Canada
Beyond Scrubs	1695607	September 26, 2014			Canada
Beyond Scrubs	1695603	September 26, 2014			Canada
Always First in Fashion	1588122	July 30, 2012	TMA 879421	June 4, 2014	Canada