

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM710868

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Landau Apparel, LLC		12/28/2021	Limited Liability Company: DELAWARE
Scrubs & Beyond, LLC		12/28/2021	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK, AS AGENT		
<b>Street Address:</b>	39200 Six Mile Road		
<b>Internal Address:</b>	MC 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	a Texas banking association: TEXAS		
<b>PROPERTY NUMBERS Total: 47</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6400424	URBANE ICON	
<b>Registration Number:</b>	6400423	LANDAU CAREFLEX	
<b>Registration Number:</b>	5936157	PWRCOR	
<b>Registration Number:</b>	5913683	URBANE	
<b>Registration Number:</b>	5694565	BARWEAR BY CHEFWEAR	
<b>Registration Number:</b>	5683512		
<b>Registration Number:</b>	5188969	VERSATEC	
<b>Registration Number:</b>	4598035	URBANE PERFORMANCE	
<b>Registration Number:</b>	4205088	SMITTEN	
<b>Registration Number:</b>	2897130	CHEFWEAR	
<b>Registration Number:</b>	3270833	ID BY LANDAU	
<b>Registration Number:</b>	3267061	U URBANE	
<b>Registration Number:</b>	3052900	LANDAU	
<b>Registration Number:</b>	3048146	URBANE SCRUBS	
<b>Registration Number:</b>	2754130	CHEFWRAP	
<b>Registration Number:</b>	2544433	SCRUB ZONE	

OP \$1190.00 6400424

Property Type	Number	Word Mark
Registration Number:	2308716	CHEFWEAR
Registration Number:	1772431	THE LOOK THAT COOKS
Registration Number:	1345902	LANDAU
Registration Number:	4350002	
Registration Number:	2187263	CHEFWEARUSA
Registration Number:	3989780	LANDAU MADE BETTER
Registration Number:	4862239	LYNX
Registration Number:	5040509	GREET BY CHEFWEAR
Registration Number:	4491883	BEYOND SCRUBS
Registration Number:	4721193	BEYOND SCRUBS
Registration Number:	4587952	BEYOND SCRUBS
Registration Number:	4989303	BEYOND SCRUBS
Registration Number:	4989302	BEYOND SCRUBS
Registration Number:	4989301	BEYOND SCRUBS
Registration Number:	5090636	BEYOND SCRUBS
Registration Number:	4789642	GREAT FOR GROUPS
Registration Number:	2571331	LIFE
Registration Number:	3370424	LIFE UNIFORM
Registration Number:	3186315	LIFE UNIFORM
Registration Number:	4142430	S & B
Registration Number:	4146134	SCRUBS & BEYOND
Registration Number:	4265668	SCRUBS & BEYOND
Registration Number:	2558145	SCRUBS & BEYOND
Registration Number:	4290100	SCRUBS & BEYOND
Registration Number:	4871665	SCRUBS CLUB
Registration Number:	1654583	UNIFORM CITY
Serial Number:	90543647	SCRUBS & BEYOND
Serial Number:	90543654	SCRUBS & BEYOND
Serial Number:	90872932	GREAT FOR GROUPS
Registration Number:	5172635	BEYOND LABS
Registration Number:	4142432	SCRUBINISTA

**CORRESPONDENCE DATA**

Fax Number: 7349302494

*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: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC

Address Line 1: 201 S. Division Street, Suite 400

**TRADEMARK**

**REEL: 007648 FRAME: 0168**

<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104
<b>NAME OF SUBMITTER:</b>	Susan M. Kornfield
<b>SIGNATURE:</b>	/susan m. kornfield/
<b>DATE SIGNED:</b>	02/28/2022
<b>Total Attachments: 13</b> source=Scrubs -- executed Trademark Security Agreement#page1.tif source=Scrubs -- executed Trademark Security Agreement#page2.tif source=Scrubs -- executed Trademark Security Agreement#page3.tif source=Scrubs -- executed Trademark Security Agreement#page4.tif source=Scrubs -- executed Trademark Security Agreement#page5.tif source=Scrubs -- executed Trademark Security Agreement#page6.tif source=Scrubs -- executed Trademark Security Agreement#page7.tif source=Scrubs -- executed Trademark Security Agreement#page8.tif source=Scrubs -- executed Trademark Security Agreement#page9.tif source=Scrubs -- executed Trademark Security Agreement#page10.tif source=Scrubs -- executed Trademark Security Agreement#page11.tif source=Scrubs -- executed Trademark Security Agreement#page12.tif source=Scrubs -- executed Trademark Security Agreement#page13.tif	

## AGREEMENT

### (Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of December 28, 2021, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

### WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of December 28, 2021 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Performance Apparel Holdings, LLC, Landau Apparel, LLC and each other party that my join as a Borrower thereto from time to time, including but not limited to Scrubs & Beyond, LLC (collectively, the "Borrowers" and each a "Borrower"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered or joined into that certain Security Agreement, dated as of December 28, 2021 to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on **Schedule 1.1** hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Consent to Jurisdiction. The Debtors and the Secured Party hereby irrevocably submit to the non-exclusive jurisdiction of any United States Federal Court or Texas state court sitting in Dallas, Texas in any action or proceeding arising out of or relating to this Agreement and the Debtors and the Secured Party hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in any such United States Federal Court or Texas state court. Chapter 346 of the Texas Finance Code (which regulates certain revolving credit loan accounts and revolving tri-party accounts) does not apply to this Agreement. Each Debtor irrevocably consents to the service of any and all process in any such action or proceeding brought in any court in or of the State of Texas by the delivery of copies of such process to it at the applicable addresses specified on the signature page to the Credit Agreement or by certified mail directed to such address or such other address as may be designated by it in a notice to the other parties that complies as to delivery with the terms of Section 13.6 of the Credit Agreement. Nothing herein shall affect the right of the Secured Party to serve process in any other manner permitted by law or limit the right of the Secured Party to bring any such action or proceeding against any Debtor or any of their property in the courts with subject matter jurisdiction of any other jurisdiction. Each Debtor irrevocably waives any objection to the laying of venue of any such suit or proceeding in the above described courts.

SECTION 7. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas (without regard to its conflict of laws provisions). Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Each of the undersigned by execution of this Agreement agrees that any copy of this Agreement signed by it and transmitted by facsimile or email, or any other method for delivery shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

LANDAU APPAREL, LLC

By: 

Name: Michael Bornitz

Title: President

SCRUBS & BEYOND, LLC

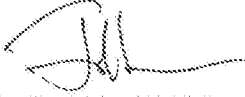
By: 

Name: Michael Bornitz

Title: Vice President

SECURED PARTY:

**COMERICA BANK**, as Agent

By:   
Name: John Gerdes  
Title: Vice President








**SCHEDULE 1.1**

**TRADEMARK COLLATERAL**

**SEE ATTACHED**

**Landau Apparel, LLC**

**Trademarks**

No.	Mark	Country	Application No.	File Date	Registration Date	Registration No.
1.	URBANE ICON	US	90087252	07/31/2020	06/29/2021	6400424
2.	LANDAU CAREFLEX	US	90087238	07/31/2020	06/29/2021	6400423
3.	PWRCOR	US	88408462	04/30/2019	12/17/2019	5936157
4.	URBANE	US	88408442	04/30/19	11/19/19	5913683
5.		US	87707809	12/04/17	03/12/19	5694565
6.		US	87755771	01/15/18	02/26/19	5683512
7.	VERSATEC	US	86514903	01/26/15	04/25/17	5188969
8.	URBANE PERFORMANCE	US	85837500	01/31/13	09/02/14	4598035
9.	SMITTEN	US	85509641	01/05/12	09/11/12	4205088
10.		US	78222554	03/06/03	10/26/04	2897130
11.		US	76667099	10/06/06	07/31/07	3270833
12.		US	76658566	04/17/06	07/24/07	3267061
13.	LANDAU	US	76630935	02/10/05	01/31/06	3052900

14.	URBANE SCRUBS	US	76623573	12/03/04	01/24/06	3048146
15.	CHEFWRAP	US	76360384	01/18/02	08/19/03	2754130
16.		US	76130343	09/18/00	03/05/02	2544433
17.	CHEFWEAR	US	75515777	07/09/98	01/18/00	2308716
18.	THE LOOK THAT COOKS	US	74207331	09/27/91	05/18/93	1772431
19.	<b>Landau</b>	US	73469696	03/08/84	07/02/85	1345902
20.		US	85756687	10/17/12	06/11/13	4350002
21.	CHEFWEARUSA	US	75243803	02/19/97	09/08/98	2187263
22.	LANDAU MADE BETTER	US	85189211	12/02/10	07/05/11	3989780
23.	LYNX	US	86513118	01/23/15	12/01/15	4862239
24.		US	86894500	02/02/16	09/13/16	5040509




**Performance Apparel Holdings, LLC**






None


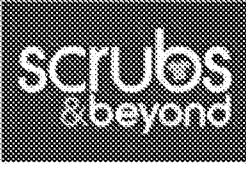


## Scrubs & Beyond, LLC

### Trademarks

No.	Mark	Country	Application No.	File Date	Registration Date	Registration No.
1.	BEYOND SCRUBS	CAN	1695607	9/26/2014	5/30/2017	TMA972092
2.	BEYOND SCRUBS	CAN	1695609	9/26/2014	5/30/2017	TMA972113
3.	BEYOND SCRUBS	CAN	1695603	9/26/2014	5/30/2017	TMA972051
4.	BEYOND SCRUBS	US	85/674,393	7/11/2012	3/4/2014	4,491,883
5.	BEYOND SCRUBS	US	86/145,805	12/17/2013	4/14/2015	4,721,193
6.	BEYOND SCRUBS	US	86/146,095	12/17/2013	8/19/2014	4,587,952
7.	BEYOND SCRUBS	US	86/146,095	12/17/2013	8/19/2014	4,587,952
8.	BEYOND SCRUBS	US	86/146,095	12/17/2013	8/19/2014	4,587,952
9.	BEYOND SCRUBS	US	86/146,095	12/17/2013	8/19/2014	4,587,952
10.	BEYOND SCRUBS	US	86/146,095	12/17/2013	8/19/2014	4,587,952
11.	BEYOND SCRUBS	US	86/395,926	9/16/2014	6/28/2016	4,989,303
12.	BEYOND SCRUBS	US	86/395,908	9/16/2014	6/28/2016	4,989,302
13.	BEYOND SCRUBS	US	86/395,873	9/16/2014	6/28/2016	4,989,301
14.	BEYOND SCRUBS	US	87/006,198	4/19/2016	11/29/2016	5,090,636
15.	GREAT FOR GROUPS **Lapse**	US	86/482,411	12/16/2014	8/11/2015	4,789,642
16.	LIFE	US	76/272,870	6/18/2001	5/21/2002	2,571,331
17.	LIFE UNIFORM	US	78/737,827	10/21/2005	1/15/2008	3,370,424
18.	LIFE UNIFORM	US	78/737,827	10/21/2005	1/15/2008	3,370,424
19.	LIFE UNIFORM	US	78/737,827	10/21/2005	1/15/2008	3,370,424
20.	LIFE UNIFORM	US	78/737,827	10/21/2005	1/15/2008	3,370,424
21.	LIFE UNIFORM	US	78/737,827	10/21/2005	1/15/2008	3,370,424
22.	LIFE UNIFORM	US	78/737,827	10/21/2005	1/15/2008	3,370,424
23.	LIFE UNIFORM	US	78/737,827	10/21/2005	1/15/2008	3,370,424

No.	Mark	Country	Application No.	File Date	Registration Date	Registration No.
24.	LIFE UNIFORM & Design  	US	78/737,816	10/21/2005	12/19/2006	3,186,315
25.	S & B	US	85/428,006	9/21/2011	5/15/2012	4,142,430
26.	SCRUBINISTA **Lapse**	US	85/428,017	9/21/2011	5/15/2012	4,142,432
27.	SCRUBS & BEYOND	CAN	1547369	10/12/2011	1/16/2013	TMA840389
28.	SCRUBS & BEYOND	CAN	1547369	10/12/2011	1/16/2013	TMA840389
29.	ALWAYS FIRST IN FASHION	CAN	1588122	7/30/2012	6/4/2014	TMA879421
30.	SCRUBS & BEYOND & Design  	CAN	1458069	11/5/2009	5/10/2011	TMA797069
31.	SCRUBS & BEYOND & Design  	CAN	1458069	11/5/2009	5/10/2011	TMA797069
32.	SCRUBS & BEYOND	US	85/427,992	9/21/2011	5/22/2012	4,146,134
33.	SCRUBS & BEYOND	US	85/427,992	9/21/2011	5/22/2012	4,146,134
34.	SCRUBS & BEYOND & Design	US	85/502,168	12/22/2011	12/25/2012	4,265,668

No.	Mark	Country	Application No.	File Date	Registration Date	Registration No.
						
35.	SCRUBS & BEYOND & Design 	US	85/502,168	12/22/2011	12/25/2012	4,265,668
36.	SCRUBS & BEYOND & Design 	US	76/094,509	7/19/2000	4/9/2002	2,558,145
37.	SCRUBS & BEYOND & Design 	US	76/094,509	7/19/2000	4/9/2002	2,558,145
38.	SCRUBS & BEYOND & Design 	US	85/502,177	12/22/2011	2/12/2013	4,290,100
39.	SCRUBS & BEYOND & Design	US	85/502,177	12/22/2011	2/12/2013	4,290,100

No.	Mark	Country	Application No.	File Date	Registration Date	Registration No.
						
40.	SCRUBS CLUB	US	86/396,080	9/16/2014	12/15/2015	4,871,665
41.	UNIFORM CITY	US	74/084,291	8/2/1990	8/20/1991	1,654,583
42.	SCRUBS & BEYOND & Design (Blue Vertically Stacked) 	US	90/543,647	2/24/2021		
43.	SCRUBS & BEYOND & Design (Blue Horizontal) 	US	90/543,654	2/24/2021		
44.	SCRUBS & BEYOND & Design (Blue Horizontal) 	FLORIDA	T21000000463	4/26/2021	4/26/2021	T21000000463
45.	GREAT FOR GROUPS	US	90872932	8/9/2021		
46.	BEYOND LABS	US	86/865,039	1/4/2016	3/28/2017	5,172,635
47.	BEYOND SCRUBS	CAN	1668580	3/18/2014	3/14/2017	TMA965644

No.	Mark	Country	Application No.	File Date	Registration Date	Registration No.
48.	BEYOND SCRUBS	CAN	1668580	3/18/2014	3/14/2017	TMA965644
49.	BEYOND SCRUBS	CAN	1668579	3/18/2014	11/2/2015	TMA919117
50.	BEYOND SCRUBS	CAN	1668579	3/18/2014	11/2/2015	TMA919117