

**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
SouthTrust Bank		07/22/2005	CORPORATION: ALABAMA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, National Association
<b>Street Address:</b>	Mail Code GA-4523
<b>Internal Address:</b>	171 17th Street N.W.
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30363
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 43**

Property Type	Number	Word Mark
Registration Number:	2160466	HUG-A-BUDDY
Registration Number:	2160465	HUG-A-BUDDY JR.
Registration Number:	2198094	SRC-2000
Registration Number:	2231785	VELVETY SLEEP
Registration Number:	2231784	SATINY COMFORT
Registration Number:	2253120	HOUSEKEEPER'S CHOICE
Registration Number:	2253121	HOUSEKEEPER'S PRIDE
Registration Number:	1495827	SOFFILL
Registration Number:	1736665	ZIP N'SAVE
Registration Number:	2325488	MIRAGUARD
Registration Number:	2415004	THE PILLOW FACTORY INC.
Registration Number:	2061110	
Registration Number:	2501984	WHITE SWAN

CH \$1090.00 2160466

Registration Number:	2396069	META
Registration Number:	1591029	METAGUARD
Registration Number:	2052267	WORKING SCRUBS
Registration Number:	2480421	FUNDAMENTALS BY WHITE SWAN
Registration Number:	2297401	EXECUTOR
Registration Number:	2423678	EXECUTOR 2000
Registration Number:	2391211	EXPRESSDRESS
Registration Number:	1771522	ADVENT
Registration Number:	423911	DETERGEX
Registration Number:	1808487	EASY CARE
Registration Number:	805258	HOSPITEX
Registration Number:	816680	HOSPITEX
Registration Number:	816695	HOSPITEX
Registration Number:	1905022	OPTIGUARD
Registration Number:	1356666	POLY PLUS
Registration Number:	2068349	SAFECARE SOLUTIONS
Registration Number:	1983149	THE SCRUB BOOK
Registration Number:	1863429	WASH PACK
Registration Number:	1741097	THERMO-LITE
Registration Number:	1792691	SAFESHIELD
Registration Number:	1822550	THERMUFF
Serial Number:	75285641	FRESH START
Serial Number:	75519791	SCENTUAL SLEEP
Serial Number:	75519788	AROMATHERAPY COMFORT
Serial Number:	74108810	SUNSHINE ALLEY
Serial Number:	76227179	JUST COTTON BY FUNDAMENTALS
Serial Number:	76015350	OXFORD COLLECTION
Serial Number:	76311395	SILK EASE
Serial Number:	75569190	FUNDAMENTALS
Serial Number:	75413082	SYNERGY

**CORRESPONDENCE DATA**

Fax Number: (404)685-5321

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 4048152231

Email: heatherskinner@paulhastings.com

**TRADEMARK**  
**REEL: 003126 FRAME: 0401**

Correspondent Name: Heather Skinner  
Address Line 1: 600 Peachtree Street, N.E.  
Address Line 2: Suite 2400  
Address Line 4: Atlanta, GEORGIA 30308-2222

NAME OF SUBMITTER:	Jesse H. Austin, III, Esq.
Signature:	/JAH/
Date:	07/22/2005

**Total Attachments: 7**

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**ASSIGNMENT AND AMENDMENT OF TRADEMARK SECURITY AGREEMENT**

THIS ASSIGNMENT AND AMENDMENT OF TRADEMARK SECURITY AGREEMENT (the "Assignment") is made as of this 22nd day of July, 2005, between (i) ENCOMPASS GROUP, L.L.C., a Delaware limited liability company (hereinafter referred to as the "Company"), (ii) WACHOVIA BANK, NATIONAL ASSOCIATION, in its individual capacity as successor by merger to SouthTrust Bank, an Alabama banking corporation ("Wachovia") and (iii) WACHOVIA BANK, NATIONAL ASSOCIATION, as agent for itself and the other Lenders (the "Lenders") from time to time parties to the Credit Agreement (as hereinafter defined) (together with its successors and assigns, the "Agent").

**WITNESSETH:**

WHEREAS, the Company and Wachovia are parties to that certain Multi-Facility Loan and Security Agreement, dated May 23, 2002 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Credit Agreement");

WHEREAS, to secure the payment and performance of the obligations under and in connection with the Existing Credit Agreement, the Company executed and delivered to Wachovia that certain Trademark Security Agreement dated May 23, 2002 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 13, 2002, at Reel 2528, Frame 0213;

WHEREAS, the Company, the Agent and the Lenders have agreed to amend and restate the Existing Credit Agreement in its entirety as set forth in that certain Amended and Restated Credit Agreement as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement) among the Company, the Lenders and the Agent, pursuant to which the Lenders have agreed to extend credit to the Company from time to time pursuant to the terms and conditions thereof;

WHEREAS, Wachovia has agreed to assign all of its rights and interests under the Trademark Security Agreement to the Agent; and

WHEREAS, in order to induce the Lenders to enter into the Credit Agreement and the other Credit Documents and to induce the Lenders to extend credit to the Company, as provided in the Credit Agreement, the Company has agreed to execute and deliver this Amendment in order to confirm the continuing security interests granted pursuant to the Trademark Security Agreement;

NOW THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Wachovia and the Agent as follows:

1. Nature of Interest Held by the Agent. The Company and Wachovia hereby agree that the Agent shall hereafter hold all security interests and liens granted under the Trademark Security Agreement, as amended hereby, as the Agent under the Credit Agreement for the benefit of itself and the other Lending Parties (as defined in the Credit Agreement), and Wachovia does hereby assign and convey unto the Agent all of its right, title and interest in and to the Trademark Security Agreement for such purpose.

2. Obligations Secured. The Company agrees that the Trademark Security Agreement as modified and amended hereby does now and shall hereafter secure the performance and repayment of the Obligations (as defined in the Credit Agreement).

3. Amendments to Trademark Security Agreement. The Company and the Agent hereby modify and amend the Trademark Security Agreement as follows:

(a) All references in the Trademark Security Agreement to the "Multi-Facility Loan and Security Agreement" and the "Loan Agreement" shall hereafter refer to the Credit Agreement.

(b) All references in the Trademark Security Agreement to the indebtedness or obligations secured thereby shall hereafter refer to the obligations set forth in paragraph 2 above.

4. Re-Affirmation of Grant. To further evidence the foregoing amendments and modifications, the Company does hereby reaffirm and again irrevocably pledge, assign and grant to the Agent a continuing security interest in and lien upon all of the Collateral (as defined in the Trademark Security Agreement).

5. Governing Law. This Amendment is intended to take effect as a sealed instrument and shall be construed in accordance with and governed by the laws of the State of Georgia, without regard to the conflict of laws principles thereof, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of Georgia.

6. Miscellaneous.

(a) This Amendment may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission of an adobe file format document (also known as a PDF file) shall be deemed an original signature hereto. Any party delivering an executed counterpart of this Amendment by facsimile or as a PDF file also shall deliver an original executed counterpart of such agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

(b) In case any provision in or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the

remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.


(c) The headings of this Amendment are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Amendment.

(d) The pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have each duly executed this Amendment under seal as of the date and year first above written.

**ENCOMPASS GROUP, L.L.C.,**  
a Delaware limited liability company

By:   
Name: A. William Ott  
Title: V.P. and CFO

**WACHOVIA BANK, NATIONAL ASSOCIATION,** in its individual capacity as successor by merger to SouthTrust Bank

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

**WACHOVIA BANK, NATIONAL ASSOCIATION,** as Agent

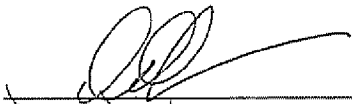
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have each duly executed this Amendment under seal as of the date and year first above written.

**ENCOMPASS GROUP, L.L.C.,**  
a Delaware limited liability company

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

**WACHOVIA BANK, NATIONAL  
ASSOCIATION,** in its individual capacity as  
successor by merger to SouthTrust Bank

By:  \_\_\_\_\_  
Name: Dan Denton  
Title: Director

**WACHOVIA BANK, NATIONAL  
ASSOCIATION,** as Agent


By:  \_\_\_\_\_  
Name: Dan Denton  
Title: Director



EXHIBIT "A"

ENCOMPASS GROUP, LLC			
TRADEMARKS			
Registered Owner	U.S. TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Other Than Encompass	THROUGH PILLOW FACTORY		
	HUG-A-BUDDY	2,160,466	5/26/1998
	HUG-A-BUDDY JR.	2,160,465	5/26/1998
	SRC 2000	2,198,094	10/20/1998
	VELVETY SLEEP	2,231,785	3/16/1999
	SATINY COMFORT	2,231,784	3/16/1999
	HOUSEKEEPER'S CHOICE	2,253,120	6/15/1999
	HOUSEKEEPER'S PRIDE	2,253,121	6/15/1999
	SOFFILL	1,485,827	7/12/1998
	ZIP N'SAVE	1,736,665	12/11/1992
	MirraGUARD	2,325,488	3/7/2000
	THE PILLOW FACTORY	2,415,004	12/26/2000
		APPLICATION SERIAL No.	FILING DATE
	FRESH START	75/285,641	5/2/1997
	SCENTUALSLEEP	75/519,791	7/16/1998
	AROMATHERAPY COMFORT	75/519,788	7/16/1998
		REGISTRATION NUMBER	REGISTRATION DATE
Dowling Textile Company	THROUGH DOWLING TEXTILE		
	WHITE SWAN LOGO (THREE SWAN)	2,061,110	5/13/1997
	WHITE SWAN	2,501,984	10/30/2001
	META	2,396,069	10/17/2000
Assigned to Encompass per Baker, Donelson	METAGUARD	1,591,029	
Dowling Textile Company	WORKING SCRUBS	2,052,267	4/15/1997
Assigned to Encompass per Baker, Donelson	FUNDAMENTALS BY WHITE SWAN	2,480,421	8/21/2001
	EXECUTOR	2,297,401	12/7/1999
	EXECUTOR 2000	2,423,678	1/23/2001
	EXPRESSDRESS	2,391,211	10/3/2000
	SURGICAL GOWN MATERIAL	6,117,800	09/12/2000
Dowling Textile Company	SUNSHINE ALLEY	74/108,810	10/8/1991
		APPLICATION SERIAL No.	FILING DATE
	JUST COTTON BY FUNDAMENTALS	76/227,179	90101
	OXFORD COLLECTION	76/015,350	12/24/2001
	SILK EASE	76/311,395	11/13/2001
	WORLD OF WELCOME		
	E Z WEAR		
	FUNDAMENTALS	75/569,190	
		REGISTRATION NUMBER	REGISTRATION DATE
	MEXICO TRADEMARKS		
	META	549,200	
	WHITE SWAN (DESIGN TRADEMARK)	539,532	
	WHITE SWAN (DESIGN TRADEMARK)	538,474	
	WHITE SWAN LOGO	539,531	
	WORKING SCRUBS	539,529	
	WS LOGO	539,530	
		REGISTRATION NO.	REGISTRATION DATE
	U.S. TRADEMARK		
	THROUGH ALLEGIANCE/HOSPITEX		
	ADVENT	1,771,522	
	DETERGEX	423,911	
	EASY CARE	1,808,487	
	HOSPITEX	805,258	
	HOSPITEX	816,680	
	HOSPITEX	816,695	
	OPTIGUARD	1,905,022	
	POLY PLUS	1,356,666	
	SAFECARE SOLUTIONS	2,068,349	
	THE SCRUB BOOK	1,983,149	
		APPLICATION SERIAL No.	FILING DATE
Assigned to Encompass per Baker, Donelson	SYNERGY AND DESIGN	75/413,082	
		REGISTRATION NUMBER	REGISTRATION DATE
	CANADIAN TRADEMARK		
	COMPRES	377,920	
	HOSPITEX	185,170	
	SURG-O-PAK	219,802	
		REGISTRATION NUMBER	REGISTRATION DATE
	UNITED KINGDOM TRADEMARKS		
	SURG-O-PAK	B972650	
		APPLICATION SERIAL No.	FILING DATE
	UNREGISTERED TRADEMARKS		

	ENCOMPASS GROUP, LLC		
	TRADEMARKS		
Registered Owner	U.S. TRADEMARK		
Other Than Encompass	THROUGH PILLOW FACTORY	REGISTRATION NUMBER	REGISTRATION DATE
	ACUTRAC		
	ALIGN		
	ALOFT		
	CAREFREE		
	CAREFREE PLUS		
	CHEMSOFT		
	COMFORT PLUS		
	DURA-LITE		
	DURA PLUS		
	DURA SHIELD		
	DURASORB		
	ENCOMPASS		
	IMPRESSIONS		
	INTIMATE		
	LITESORB		
	O HYPERBARIC TEXTILES		
	PEARLTONE		
	PRINCESS		
	RENAISSANCE		
	SAFECARE		
	SERVICE FIRST		
	SIGNATURE PLUS		
	SIGNATURE STRIPE		
	SNAG-LESS		
	THROUGH ALLEGIANCE/HOSPITEX		
	UNREGISTERED TRADEMARKS		
	SNAG SAVER		
	SOFTSORB		
	SPACE ADVENTURE		
	SRC 2000		
	SRC 2001		
	WIGWAM		
	PRIME 100		
	PURECALE		
	THROUGH TECHSTYLES	REGISTRATION NUMBER	FILING DATE
Techstyles, Inc. Assign to Encompass signed	WASHPACK	1,863,429	11/22/1994
Techstyles, Inc. Assign to Encompass signed	THERMO-LITE	1,741,097	12/22/1992
Techstyles, Inc. Assign to Encompass signed	SAFESHIELD	1,792,691	9/14/1993
Techstyles, Inc. Assign to Encompass signed	THERMUFF	1,822,550	2/22/1994