

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FS/PA Acquisition Corp.		11/13/2006	CORPORATION: CALIFORNIA
Professional Appearances, Inc.		11/13/2006	CORPORATION: CALIFORNIA
FS Allheart Holdings Corp.		11/13/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue, 12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2522717	ALLHEART.COM
Registration Number:	2724370	ALLHEART
Registration Number:	2786495	ALMIDOR
Serial Number:	78329684	ALLHEART CHEFS
Serial Number:	78329697	ALLHEART WORKWEAR
Serial Number:	78598488	ALLHEART MUSIC
Serial Number:	78598485	ALLHEART MOVIES
Serial Number:	78598480	ALLHEART ELECTRONICS
Serial Number:	78598472	ALLHEART TOYS
Serial Number:	78598468	ALLHEART SPORTS
Serial Number:	78598462	ALLHEART GAMES
Serial Number:	78598459	ALLHEART PETS

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Serial Number:	78598458	ALLHEART ENTERTAINMENT
Serial Number:	78598450	ALLHEART NEWS
Serial Number:	78598445	ALLHEART TRAVEL
Serial Number:	78598431	ALLHEART LICENSING
Serial Number:	77032785	ALLHEART KIDS

CORRESPONDENCE DATA

Fax Number: (214)758-1550

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

Phone: 214-758-3552

Email: dcollins@pattonboggs.com

Correspondent Name: Darren W. Collins

Address Line 1: 2001 Ross Avenue, Suite 3000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	013043.0100
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	11/17/2006

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of November 15, 2006, by FS/PA ACQUISITION CORP., a California corporation ("Acquisition Corp."), together with its successor after the Closing Date Merger has been consummated, PROFESSIONAL APPEARANCES, INC., a California corporation ("Professional Appearances") and FS ALLHEART HOLDINGS CORP., a Delaware corporation ("Holdings") (Acquisition Corp., Professional Appearances and Holdings, including any of their respective successors or permitted assignees, collectively, jointly and severally, "Grantors" and each a "Grantor"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as agent for the Lenders (as defined in the Credit Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement. For purposes of this IP Security Agreement, "Borrower" means (a) at the time of the funding of the Tranche A Term Loans and the Closing Date Tranche B Term Loans and at all times up to the consummation of the Closing Date Merger, Acquisition Corp., and (b) upon consummation of the Closing Date Merger and at all times thereafter, Professional Appearances.

RECITALS

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among each Grantor, certain other Credit Parties, the Agent, the Lenders and certain other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to Borrower certain amounts pursuant to the credit facilities set forth therein (collectively, the "Loans"); and

WHEREAS, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Credit Agreement that Grantors shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to Borrower pursuant thereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure each Grantor's prompt and complete payment and the performance of all of such Grantor's Obligations under the Credit Agreement, each Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel,

degrade or abandon such Intellectual Property (all such non-excluded collateral, the "**IP Collateral**"):

(a) All of the following now owned or hereafter adopted or acquired by any Grantor: (i) all copyright rights in any work subject to copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including those set forth on Schedule A attached hereto, and (ii) all reissues, extensions or renewals thereof (collectively, the "**Copyrights**");

(b) All of the following in which any Grantor now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all provisional applications or applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or any other country, including those set forth on Schedule B attached hereto, and (ii) all reissues, re-examinations, continuations, continuations-in-part or extensions thereof (collectively, the "**Patents**");

(c) All of the following now owned or hereafter adopted or acquired by any Grantor: (i) all trademarks (whether registered or unregistered), trade names, trade styles, service marks, logos (whether registered or unregistered), all registrations and recordings thereof, and all applications (other than intent-to-use applications) in connection therewith, including registrations, recordings and applications (other than intent-to-use applications) in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including those set forth on Schedule C attached hereto, (ii) all reissues, extensions or renewals thereof, and (iii) all goodwill associated with or symbolized by any of the foregoing (collectively, the "**Trademarks**");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "**Domain Names**");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks file and record this IP Security Agreement in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. License. For the purpose of enabling Agent to exercise rights and remedies under Section 7 of the Security Agreement solely at and during such time as Agent shall be lawfully entitled to exercise such rights and remedies after the occurrence and during the continuance of an Event of Default, each Grantor hereby grants to Agent, for the benefit of the Lender Parties, an irrevocable (until the full performance and satisfaction and indefeasible payment in full in cash of all Obligations (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted) and the termination of all Commitments and the Credit Agreement (the "Termination Date")), nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, license or sublicense any Intellectual Property now owned or hereafter acquired by any Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all Software and programs used for the compilation or printout thereof. Agent hereby agrees it will not use, license or sublicense any of Grantors' Intellectual Property in a manner that could dilute, weaken, invalidate or otherwise void such Intellectual Property (including the IP Collateral).

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney to, after the occurrence and during the continuance of an Event of Default, act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time, to take any action and to execute any instrument that the Agent may deem necessary to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (without first obtaining any Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C and Schedule D hereof, as appropriate, to include references to any registered Intellectual Property (or application or license therefor) acquired by any Grantor after the execution hereof or to delete any reference to any IP Collateral in which any Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (without first obtaining any Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any necessary documents in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise (in the case of each of clause (i) and clause (ii) above, to the extent

Grantors fail to do so within ten (10) Business Days after Agent's request, unless such delay would prejudice any interest or right of Grantor or Agent);

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of any Grantor unless prohibited by applicable law; and

(d) To (i) endorse any Grantor's name on all applications, documents, papers and instruments necessary for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent, (iii) grant or issue any non-exclusive license under the IP Collateral to anyone or (iv) assign or pledge the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Termination Date.

5. Release. The security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantors) in accordance with the provisions of Section 12.3 of the Credit Agreement. Upon any such termination, the Agent (at the Grantors' request and sole expense) will promptly execute and deliver to Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantors may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Each Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, together with each delivery of financial statements described in Section (a)(ii) of Exhibit C-1 of the Credit Agreement, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Security Agreement. The rights and remedies of Grantors and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement or the other Loan Documents, the provisions of the Credit Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.


[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

FS/PA ACQUISITION CORP.

By:


Name: **STEVEN F. SKOLER**
Title: **PRESIDENT**


PROFESSIONAL APPEARANCES, INC.

By:

Name:
Title:

FS ALLHEART HOLDINGS CORP.

By:


Name: **STEVEN F. SKOLER**
Title: **PRESIDENT**

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

FS/PA ACQUISITION CORP.

By: _____

Name:

Title:

PROFESSIONAL APPEARANCES, INC.

By: _____

Name: **GWYNETH MCGREW**

Title: **CEO + PRESIDENT**

FS ALLHEART HOLDINGS CORP.

By: _____

Name:

Title:

Signature Page of Intellectual Property Security Agreement - Allheart


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TRADEMARK
REEL: 003430 FRAME: 0402

AGENT:

CAPITALSOURCE FINANCE LLC

By:
Name:
Title:



John N. Toufanian
Authorized Signatory

ACKNOWLEDGMENT

STATE OF Maryland :

: SS

COUNTY OF Montgomery :

Before me, the undersigned, a Notary Public, on this 13 day of November, 2006, personally appeared John N. Toufanian to me known personally, who, being by me duly sworn, did say that he is the Authorized Signatory of CapitalSource Finance LLC, as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and the said Authorized Signatory acknowledged said instrument to be his free act and deed.

Lucie Todd

Notary Public

My Commission Expires: 3/30/09

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

1. ALLHEART.COM, Copyright Office Registration No. TX 5-876-818
2. ALLHEART.COM, Copyright Office Registration No. VA 1-199-155

Pending Copyright Applications

None.

SCHEDULE B

PATENT COLLATERAL

Registered Patents

None.

Pending Patent Applications

None.

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

1. ALLHEART.COM, United States Patent and Trademark Office ("USPTO")
Registration No. 2522717
2. ALLHEART, USPTO Registration No. 2724370
3. ALMIDOR, USPTO Registration No. 2786495

Pending Trademark Applications

1. ALLHEART CHEFS, USPTO Serial No. 78329684
2. ALLHEART WORKWEAR , USPTO Serial No. 78329697
3. ALLHEART MUSIC, USPTO Serial No. 78598488
4. ALLHEART MOVIES, USPTO Serial No. 78598485
5. ALLHEART ELECTRONICS, USPTO Serial No. 78598480
6. ALLHEART TOYS, USPTO Serial No. 78598472
7. ALLHEART SPORTS, USPTO Serial No. 78598468
8. ALLHEART GAMES, USPTO Serial No. 78598462
9. ALLHEART PETS, USPTO Serial No. 78598459
10. ALLHEART ENTERTAINMENT, USPTO Serial No. 78598458
11. ALLHEART NEWS, USPTO Serial No. 78598450
12. ALLHEART TRAVEL, USPTO Serial No. 78598445
13. ALLHEART LICENSING, USPTO Serial No. 78598431
14. ALLHEART KIDS, USPTO Serial No. 77032785

SCHEDULE D

DOMAIN NAMES

allheart.com
allheart.net
allheart.org
allheartaccounting.com
allheartart.com
allheartauctions.com
allheartautos.com
allheartbinocular.com
allheartbinocular.net
allheartbinoculars.com
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allheartbooks.com
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allheartbooks.org
allheartchef.com
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allheartengineering.com
allheartentertainment.com
allheartfun.com
allheartgame.com
allheartgames.com
allheartkids.com
allheartlegal.com
allheartlicensing.com
allheartmedical.com
allheart-medical.com
allheartmovies.com
allheartmusic.com
allheartnews.com
allheartpets.com
allheartphilosophy.com
allheartpublicrelations.com
allheartrewards.com
allheartschooluniforms.com
allheart-specials.com

allheartsport.com
allheartsscrubs.com
allheartstethoscopes.com
allhearttelescope.com
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allhearttoysandgames.com
allhearttoysngames.com
allhearttravel.com
allheartworkwear.com
allheartproperties.com
amplifiedstethoscopes.com
anywhereclogs.com
aproncookng.com
bootswork.com
chefaprons-cookingaprons-
kitchenaprons.com
chefclogs-chefshoes.com
chefclothing-restaurantuni-
forms.com
chefcoats-chefjackets-chefcoat.com
chefhat-chefhats.com
chefscoat.com
coatcheffs.com
corporatelogosapparel.com
corporatelogoshirt.com
datiingservices.net
digitalpedometer.com
discountnursinguniforms.com
discountscrubs.com
industrialworkuniforms.com
medicalclogs.com
medicalscrubs.com
nursesscrubs.com
nursessupply.com
nursesuniforms.com

Intellectual Property Security Agreement - Allheart

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nurseuniforms.com
nursingclog.com
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pantchef.com
scrubsmedical.com
secure-allheart.com
shoesnursing.com
shoessteeltoe.com
size15.com
size15shoes.com
size16.com
size16shoes.com
spraguestethoscope.com
spraguestethoscopes.com
surgicalscrubs.com
uniformschef.com
uniformnursing.com
uniformsnurse.com
uniformsnursing.com
uniformschool.com
workbootsshoes.com
workbootssteeltoe.com
almidor.com
allheartworkwear.net
almidor.net

Intellectual Property Security Agreement - Allheart

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