

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
Encompass Group, L.L.C.		07/19/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Regions Bank
Street Address:	191 Peachtree Street, NE
Internal Address:	Suite 3800, Attn: Elizabeth L. Schoen
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	Banking Corporation: ALABAMA

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	2907777	ADVENT
Registration Number:	3382616	ATTITUDES
Registration Number:	3051818	BEDSIDE POCKET
Registration Number:	3433328	BRILLIANCE
Registration Number:	3026042	CAREGUARD
Registration Number:	3418083	CARENETT
Registration Number:	2908004	CUBBY CLEANERS
Registration Number:	3117594	DURA FLO
Registration Number:	3503803	EASY CARE
Serial Number:	77876335	ENCOMPASS
Serial Number:	77956780	ENCOMPASS
Registration Number:	3681080	ESSENTIALCARE
Registration Number:	2297401	EXECUTOR

OP \$1240.00 2907777

Registration Number:	3121208	FIVE STAR FUNDAMENTALS
Registration Number:	2300374	FRESH START
Registration Number:	2388504	FUNDAMENTALS
Registration Number:	2480421	FUNDAMENTALS BY WHITE SWAN
Serial Number:	77826652	FUSION
Registration Number:	2253120	HOUSEKEEPER'S CHOICE
Registration Number:	2253121	HOUSEKEEPER'S PRIDE
Registration Number:	2160466	HUG-A-BUDDY
Registration Number:	2969585	HUG*A*BUDDY JUNIOR
Registration Number:	2396069	META
Registration Number:	3084930	OCEANSOFT
Registration Number:	1905022	OPTIGUARD
Registration Number:	3090320	PERFORMANCE RX
Serial Number:	85044736	PRO-BARRIER
Registration Number:	3000364	SAFECARE
Registration Number:	3125909	SCRUB CLUB
Registration Number:	3648222	SIGNATURE SPUN
Registration Number:	3289614	SMART SOLUTIONS
Registration Number:	1495827	SOFFILL
Registration Number:	2912460	SOFSORB
Serial Number:	85037684	SPLASH MASK
Registration Number:	3043927	SRC
Registration Number:	3033830	STYLESIELDS
Registration Number:	3118678	TECHSTYLES
Registration Number:	3097545	TERRY TREADS
Registration Number:	3026030	THE PILLOW FACTORY
Registration Number:	3702434	THERMOFLECT
Registration Number:	3538174	THERMOFLECT
Registration Number:	2749840	THERMO-LITE
Registration Number:	3711353	ULTRACARE
Registration Number:	3084183	VALUE CARE
Registration Number:	2745385	WASH PACK
Registration Number:	2501984	WHITE SWAN
Registration Number:	3361624	WORKING SCRUBS
Serial Number:	77826640	WS GEAR

Serial Number:

77960146

E

CORRESPONDENCE DATA

Fax Number: (404)581-8330

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

Phone: 404-581-8275

Email: srbrown@jonesday.com

Correspondent Name: Sidney R. Brown, Jones Day

Address Line 1: 1420 Peachtree Street, N.E.

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

397168-600043

NAME OF SUBMITTER:

Sidney R. Brown

Signature:

/Sidney R. Brown/

Date:

10/14/2010

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of July 19, 2010, is made by and between ENCOMPASS GROUP, L.L.C., a Delaware limited liability company (the "Grantor"), and REGIONS BANK, an Alabama Bank (together with its successors and assigns, the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and among Grantor, certain Subsidiaries of Grantor from time to time party thereto, and the Lender, the Lender is willing to make certain financial accommodations available to the Grantor pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used herein but not otherwise defined herein or in the above recitals have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby grants to the Lender (for itself and on behalf of its Affiliates providing Bank Products to the Grantor) a continuing first priority security interest in all of the Grantor's right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) (i) all of its Trademarks (as defined below), trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks")

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License;

(e) the right to sue third parties for past, present, and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b), and

(f) all products and proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to the Lender whether or not they are unenforceable or not allowable due to the existence of any bankruptcy, insolvency proceeding, receivership, or similar case involving the Grantor.

4. SECURITY AGREEMENT.

(a) This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office, or other similar office and corresponding offices in other countries of the world. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with, and not in limitation of, the security interests granted to the Lender pursuant to Loan Agreement, and the Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms. To the extent there is a conflict between the Loan Agreement and this Trademark Security Agreement, the Loan Agreement shall control.

(b) The Grantor and the Lender hereby acknowledge and agree that the security interest created hereby in the Trademark Collateral shall not include, and the security interest granted herein shall not attach to, any asset (but not the proceeds thereof) subject to a rule of law, statute or regulation or of a lease agreement or any general intangible (including a contract, permit, license or franchise) or a Permitted Lien, where the grant of such security interest would invalidate or constitute a breach or violation of any such rule of law, statute, regulation, lease agreement, or general intangible or agreement or agreements creating or giving rise to such Permitted Lien, provided that the limitation set forth in this sentence shall (x) exist only for so long as such rule of law, statute, regulation, lease agreement or general intangible or agreement and the Permitted Lien created therein continue to be effective (and, upon the cessation, termination, expiration of such rule of law, statute, regulation, lease agreement or general intangible or Permitted Lien, or if any such rule of law, statute or regulation is no longer applicable, the security interest granted herein shall be deemed to have automatically attached to such asset) and (y) not apply with respect to any asset if and to the extent that the prohibition or restriction on the security interest in and to such asset granted in this Trademark Security Agreement is rendered ineffective under Sections 9-406, 9 407, 9-408, or 9-409 of the UCC.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks, the provisions of the Loan Agreement and this Trademark Security Agreement shall automatically apply thereto. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the terms "includes" and "including" are not limiting. The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this

Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. GOVERNING LAW. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to the conflict of law principles thereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered, under seal, by its duly authorized officer as of the date first set forth above.

GRANTOR:

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


By: 

Name: *ALAN V. DAVIS*

Title: *CFO/COO*

LENDER:

REGIONS BANK

By: 
Name: Elizabeth L. Schwan
Title: Senior Vice President

SCHEDULE I

To Trademark Security Agreement

Trademark Registrations/Applications

Grantor	Country	Mark	Application/Registration No.	App./Reg. Date
Encompass Group, LLC	United States	ADVENT	2,907,777	12/7/2004
Encompass Group, LLC	United States	ATTITUDES	3,382,616	2/12/2008
Encompass Group, LLC	United States	BEDSIDE POCKET	3,051,818	1/24/2006
Encompass Group, LLC	United States	BRILLANCE	3,433,328	5/20/2008
Encompass Group, LLC	United States	CAREGUARD	3,026,042	12/13/2005
Encompass Group, LLC	United States	CARENETT	3,418,083	4/29/2008
Encompass Group, LLC	United States	CUBBY CLEANERS	2,908,004	12/7/2004
Encompass Group, LLC	United States	DURA FLO	3,117,594	7/18/2006
Encompass Group, LLC	United States	EASY CARE	3,503,803	9/23/2008
Encompass Group, LLC	United States	ENCOMPASS	77/876,335	11/19/2009
Encompass Group, LLC	United States	ENCOMPASS	77/956,780	3/11/2010
Encompass Group, LLC	United States	ESSENTIALCARE	3,681,080	9/8/2009
Encompass Group, LLC	United States	EXECUTOR	2,297,401	12/7/1999
Encompass Group, LLC	United States	FIVE STAR FUNDAMENTALS	3,121,208	7/25/2006
Encompass Group, LLC	United States	FRESH START	2,300,374	12/14/1999

Encompass Group, LLC	United States	FUNDAMENTALS	2,388,504	9/19/2000
Encompass Group, LLC	United States	FUNDAMENTALS BY WHITE SWAN	2,480,421	8/21/2001
Encompass Group, LLC	United States	FUSION	77/826,652	9/15/2009
Encompass Group, LLC	United States	HOUSEKEEPER'S CHOICE	2,253,120	6/15/1999
Encompass Group, LLC	United States	HOUSEKEEPER'S PRIDE	2,253,121	6/15/1999
Encompass Group, LLC	United States	HUG-A-BUDDY	2,160,466	5/26/1998
Encompass Group, LLC	United States	HUG*A*BUDDY JUNIOR	2,969,585	7/19/2005
Encompass Group, LLC	United States	META	2,396,069	10/17/2000
Encompass Group, LLC	United States	OCEANSOFT	3,084,930	4/25/2006
Encompass Group, LLC	United States	OPTIGUARD	1,905,022	7/11/1995
Encompass Group, LLC	United States	PERFORMANCE RX	3,090,320	5/9/2006
Encompass Group, LLC dba The Pillow Factory	United States	PRO-BARRIER	85/044,736	5/21/2010
Encompass Group, LLC	United States	SAFECARE	3,000,364	9/27/2005
Encompass Group, LLC	United States	SCRUB CLUB	3,125,909	8/8/2006
Encompass Group, LLC	United States	SIGNATURE SPUN	3,648,222	6/30/2009
Encompass Group, LLC	United States	SMART SOLUTIONS	3,289,614	9/11/2007
Encompass Group, LLC	United States	SOFFILL	1,495,827	7/12/1988

Encompass Group, LLC	United States	SOFSORB	2,912,460	12/21/2004
Encompass Group, LLC	United States	SPLASH MASK	85/037,684	5/13/2010
Encompass Group, LLC	United States	SRC	3,043,927	1/17/2006
Encompass Group, LLC	United States	STYLESIELDS	3,033,830	12/27/2005
Encompass Group, LLC	United States	TECHSTYLES	3,118,678	7/25/2006
Encompass Group, LLC	United States	TERRY TREADS	3,097,545	5/30/2006
Encompass Group, LLC	United States	THE PILLOW FACTORY	3,026,030	12/13/2005
Encompass Group, LLC	United States	THERMOFLECT	3,702,434	10/27/2009
Encompass Group, LLC	United States	THERMOFLECT	3,538,174	11/25/2008
Encompass Group, LLC	United States	THERMO-LITE	2,749,840	8/12/2003
Encompass Group, LLC	United States	ULTRACARE	3,711,353	11/17/2009
Encompass Group, LLC	United States	VALUECARE	3,084,183	4/25/2006
Encompass Group, LLC	United States	WASH PACK	2,745,385	7/29/2003
Encompass Group, LLC	United States	WHITE SWAN	2,501,984	10/30/2001
Encompass Group, LLC	United States	WORKING SCRUBS	3,361,624	1/1/2008
Encompass Group, LLC	United States	WS GEAR	77/826,640	9/15/2009
Encompass Group, LLC	United States	E Design	77/960,146	3/16/2010