

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
SCRUBS AC, INC.		11/20/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	East West Bank
Street Address:	555 Montgomery Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	Commercial Bank: CALIFORNIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3781761	
Registration Number:	3781760	
Registration Number:	3781759	
Registration Number:	3781741	CARE WITH ALL YOUR HEART
Registration Number:	3780130	ALLHEART
Registration Number:	3775313	ALLHEART
Registration Number:	3775311	ALLHEART
Registration Number:	3319408	ALLHEART WORKWEAR
Registration Number:	3319407	ALLHEART CHEFS
Registration Number:	3284528	ALLHEARTKIDS
Registration Number:	3040897	JASCO
Registration Number:	2724370	ALLHEART

CORRESPONDENCE DATA

Fax Number: 2125549651

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2126132071

Email: cclayton@gibbonslaw.com

Correspondent Name: Catherine M. Clayton

Address Line 1: Gibbons P.C.

Address Line 2: One Penn Plaza, 37th Floor

Address Line 4: New York, NEW YORK 10119

ATTORNEY DOCKET NUMBER:	111365.82352
NAME OF SUBMITTER:	Catherine M. Clayton
Signature:	/cmc/
Date:	11/21/2012

**Total Attachments: 3**

source=SCRUBS-TM-Security-AG#page1.tif

source=SCRUBS-TM-Security-AG#page2.tif

source=SCRUBS-TM-Security-AG#page3.tif

TRADEMARK SECURITY AGREEMENT

WHEREAS, SCRUBS AC, INC., a Delaware corporation (herein referred to as "*Grantor*"), owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor and East West Bank ("*Lender*") are parties to a Credit Agreement of even date herewith (as the same maybe amended from time to time, the "*Credit Agreement*");

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as the same may be amended from time to time, the "*Security Agreement*"), between Grantor and Lender, as the secured party referred to therein (in such capacity, together with its successors in such capacity, the "*Grantee*"), Grantor has granted to Grantee a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Intellectual Property (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, including without limitation all trademarks and registrations thereof and all trademark licenses, together with the goodwill of the business symbolized by such trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "*Trademark Collateral*"), whether presently existing or hereafter arising or acquired:

(i) each trademark, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

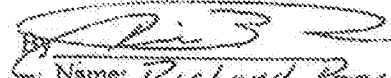
(ii) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark licensed; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any trademark or trademark registration including, without limitation, any trademark or trademark registration referred to in Schedule I annexed hereto, and any trademark licensed under any trademark license listed on Schedule I annexed hereto, or for injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 20th day of November 2012.

SCRUBS AC, INC.



Name: *Richard Pope*  
Title: *President/CEO*

*[Signature Page to Trademark Security Agreement]*

Schedule 1  
to  
Trademark Security Agreement  
Dated as of November 20, 2012

U.S. TRADEMARK REGISTRATIONS

<u>Registration Number</u>	<u>Date of Registration</u>	<u>Type of Registration</u>
3,781,761	April 27, 2010	Service Mark-Red Heart
3,781,760	April 27, 2010	Trademark-Red Heart
3,781,759	April 27, 2010	Trademark-Red Heart
3,781,741	April 27, 2010	Service Mark - Phrase
3,780,130	April 27, 2010	Trademark - ALLHEART
3,775,313	April 13, 2010	Trademark -- Red Allheart logo
3,775,311	April 13, 2010	Trademark -- Red Allheart Logo
3,319,408	October 23, 2007	Service Mark-ALLHEART
3,319,407	October 23, 2007	Service Mark -- ALLHEART
3,284,528	August 38, 2007	Service Mark -
3,040,897	January 10, 2006	Trademark/Service Mark -
2,724,370	June 10, 2003	Service Mark - ALLHEART

TRADEMARK LICENSES

None

TRADEMARK APPLICATIONS

None

FOREIGN TRADEMARK REGISTRATIONS

None

#1868797 v1  
111365-82352