

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Strategic Partners, Inc.		08/29/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Ares Capital Corporation
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
Serial Number:	85421312	AAAH!
Serial Number:	77903451	ANYWEAR
Serial Number:	78075990	ANYWEARS
Serial Number:	85537573	BRANDS THAT CARE
Serial Number:	74735390	CHEROKEE
Serial Number:	76471593	CHEROKEE MEDICAL
Serial Number:	85421304	CHEROKEE OMG!
Serial Number:	85466982	CHEROKEE LUXE
Serial Number:	75230547	CLASSROOM
Serial Number:	75322853	CLASSROOM
Serial Number:	85264824	CLEAN SCRUBS
Serial Number:	85394676	CODE HAPPY
Serial Number:	85539923	CODE HAPPY
Serial Number:	85537579	CODE HAPPY CLUB

CH \$1640.00 85421312

Serial Number:	85557817	CODE HAPPY STORE
Serial Number:	85394662	CORE STRETCH
Serial Number:	76377380	DBL
Serial Number:	77875832	
Serial Number:	85469897	DICKIES VORTEX
Serial Number:	85513313	DIREXIONS
Serial Number:	85487627	EBSCRUBS
Serial Number:	85001810	EDS
Serial Number:	85487630	EVERYTHING BUT SCRUBS
Serial Number:	77389908	FLEX APPEAL
Serial Number:	85001814	GENFLEX
Serial Number:	85267562	GENUINE SCRUBS
Serial Number:	85394658	HERO SCRUBS
Serial Number:	85394698	HOORAH DAY
Serial Number:	85428287	HOORAY DAY
Serial Number:	77443771	HOSPITAL CRITTERZ
Serial Number:	77443410	HOSPITAL CRITTERZ
Serial Number:	77443414	HOSPITAL CRITTERZ
Serial Number:	77443406	HOSPITAL CRITTERZ
Serial Number:	85639356	I.D. SCRUBS
Serial Number:	75485077	INSPIRED COMFORT
Serial Number:	85583411	KILLER SCRUBS
Serial Number:	85421309	LOVE LAUGH LIVE GIVE
Serial Number:	75405896	MEDMAN
Serial Number:	85394721	NURSE
Serial Number:	85394727	NURSE YOUR SKIN
Serial Number:	78800878	P.I.E.
Serial Number:	85016305	PATIENCE
Serial Number:	85541341	PERFECT STRETCH
Serial Number:	85624266	PREMIUM STRETCH
Serial Number:	78499923	R
Serial Number:	76371800	R-CLOGZ
Serial Number:	77416031	REZENATE!
Serial Number:	75039218	ROCKERS
Serial Number:	73198982	ROCKERS

	73724531	ROCKERS FOR WALKERS
Serial Number:	85443316	RUNWAY BY CHEROKEE
Serial Number:	76182645	SCRUB H.Q.
Serial Number:	75063759	SCRUB STAR
Serial Number:	85487635	SCRUBBUCKS
Serial Number:	77203890	SCRUBS
Serial Number:	85288338	SOFTWORKS
Serial Number:	85178100	STRATEGIC MEDIA GROUP
Serial Number:	75905764	STRONG ENOUGH TO CARE
Serial Number:	76462558	SURF SCRUBS
Serial Number:	78390180	TEAM SCRUBS
Serial Number:	85421300	TENDER LOVING CARE
Serial Number:	85421296	TLC
Serial Number:	75655737	TOONIFORMS
Serial Number:	85525464	XTREME STRETCH
Serial Number:	85702038	PRO FLEXIBLES

CORRESPONDENCE DATA

Fax Number: 2129692900
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-969-3000
Email: ypan@proskauer.com
Correspondent Name: Alexandra Casagrande
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-089
NAME OF SUBMITTER:	Alexandra Casagrande
Signature:	/Alexandra Casagrande/
Date:	08/31/2012

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 29, 2012, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Ares Capital Corporation (“Ares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 29, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and Ares, as Administrative Agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of August 29, 2012, in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in [Copyright] [Trademark] [Patent] Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

- (a) all renewals and extensions of the foregoing;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

STRATEGIC PARTNERS, INC.
as Grantor

By: 

Name: Robert Pierpoint

Title: Executive Vice President, Chief
Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004852 FRAME: 0413

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION
as Administrative Agent

By: _____

Name:

Title: R. Kipp deVeer
Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Country	Status	App No.	App. Date	Reg. No.	Reg. Date	Owner
SCRUB STAR & DESIGN	Argentina	Pending	2218359	5/10/99			Strategic Partners, Inc.
ROCKERS	Australia	Registered	711899	7/2/96	711899	1/2/96	Strategic Partners, Inc.
ROCKERS	Canada	Registered	0816812	7/2/96	TMA54836 7	7/19/01	Strategic Partners, Inc.
SCRUB STAR & design	Canada	Registered	0849793	7/2/97	TMA52059 5	12/15/99	Strategic Partners, Inc.
TOONIFORMS	China	Registered	4312103	10/15/04	4312103	6/21/08	Strategic Partners, Inc.
SCRUB STAR	China	Registered	970070192	7/9/97	1228706	12/7/98	Strategic Partners, Inc.
ROCKERS	CTM - European Community	Registered	286138	7/2/96	286138	2/19/01	Strategic Partners, Inc.
ROCKERS	Lebanon	Registered	41322	12/15/98	78198	12/15/98	Strategic Partners, Inc.
ROCKERS	Mexico	Registered	208038	8/10/94	475751	9/30/94	Strategic Partners, Inc.
AAAH!	United States	Pending	85421312	9/13/2011			Strategic Partners, Inc.
ANYWEAR	United States	Pending	77903451	12/31/09			Strategic Partners, Inc.
ANYWEARS	United States	Registered	78075990	7/26/01	3134825	8/29/06	Strategic Partners, Inc.

Mark	Country	Status	App No.	App. Date	Reg. No.	Reg. Date	Owner
BRANDS THAT CARE	United States	Pending	85537573	2/8/2012			Strategic Partners, Inc.
CHEROKEE	United States	Registered	74735390	9/28/95	2352939	5/30/00	Strategic Partners, Inc.
CHEROKEE MEDICAL	United States	Registered	76471593	12/2/02	3095987	5/23/06	Strategic Partners, Inc.
CHEROKEE OMG!	United States	Pending	85421304	9/13/2011			Strategic Partners, Inc.
CHEROKEE LUXE	United States	Pending	85466982	11/8/2011			Strategic Partners, Inc.
CLASSROOM	United States	Registered	75230547	1/24/97	2159729	5/19/98	Strategic Partners, Inc.
CLASSROOM	United States	Registered	75322853	7/11/97	2345931	4/25/00	Strategic Partners, Inc.
CLEAN SCRUBS	United States	Pending	85264824	3/11/2011			Strategic Partners, Inc.
CODE HAPPY	United States	Pending	85394676	8/10/2011			Strategic Partners, Inc.
CODE HAPPY	United States	Pending	85539923	2/10/2012			Strategic Partners, Inc.
CODE HAPPY	CTM-European Community	Pending	10935261	6/4/2012			Strategic Partners, Inc.
CODE HAPPY CLUB	United States	Pending	85537579	2/8/2012			Strategic Partners, Inc.
CODE HAPPY STORE	United States	Pending	85557817	3/1/2012			Strategic Partners, Inc.
CORE STRETCH	United States	Pending	85394662	8/10/2011			Strategic Partners, Inc.
DBL	United States	Registered	76377380	2/28/02	2774019	10/14/03	Strategic Partners, Inc.

Mark	Country	Status	App No.	App. Date	Reg. No.	Reg. Date	Owner
Design Only	United States	Registered	77875832	11/18/09	3887787	12/7/10	Strategic Partners, Inc.
DICKIES VORTEX	United States	Pending	85469897	11/10/2011			Strategic Partners, Inc.
DIREXIONS	United States	Pending	85513313	1/10/2012			Strategic Partners, Inc.
EBSCRUBS	United States	Pending	85487627	12/5/2011			Strategic Partners, Inc.
EDS	United States	Registered	85001810	3/30/2010	3891523	12/14/10	Strategic Partners, Inc.
EVERYTHING BUT SCRUBS	United States	Pending	85487630	12/5/2011			Strategic Partners, Inc.
FLEX APPEAL	United States	Registered	77389908	2/06/2008	3588633	3/10/09	Strategic Partners, Inc.
GENFLEX	United States	Registered	85001814	3/30/2010	3895600	12/21/10	Strategic Partners, Inc.
GENUINE SCRUBS	United States	Pending	85267562	3/15/2011			Strategic Partners, Inc.
HERO SCRUBS	United States	Pending	85394658	8/10/2011			Strategic Partners, Inc.
HOORAH DAY	United States	Pending	85394698	8/10/2011			Strategic Partners, Inc.
HOORAY DAY	United States	Pending	85428287	9/21/2011			Strategic Partners, Inc.
HOSPITAL CRITTERZ	United States	Pending	77443771	4/9/08			Strategic Partners, Inc.
HOSPITAL CRITTERZ	United States	Pending	77443410	4/8/08			Strategic Partners, Inc.
HOSPITAL CRITTERZ	United States	Registered	77443414	4/8/08	3958143	5/10/11	Strategic Partners, Inc.

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HOSPITAL CRITTERZ	United States	Pending	77443406	4/8/08			Strategic Partners, Inc.
I.D. SCRUBS	United States	Pending	85639356	5/31/2012			Strategic Partners, Inc.
INSPIRED COMFORT	United States	Registered	75485077	05/14/1998	2339214	4/4/00	Strategic Partners, Inc.
KILLER SCRUBS	United States	Pending	85583411	3/29/2012			Strategic Partners, Inc.
LOVE LAUGH LIVE GIVE	United States	Pending	85421309	9/13/2011			Strategic Partners, Inc.
MEDMAN	United States	Registered	75405896	12/15/1997	2293444	11/16/99	Strategic Partners, Inc.
NURSE	United States	Pending	85394721	8/10/2011			Strategic Partners, Inc.
NURSE YOUR SKIN	United States	Pending	85394727	8/10/2011			Strategic Partners, Inc.
P.I.E.	United States	Registered	78800878	1/27/2006	3349927	12/4/07	Strategic Partners, Inc.
PATIENCE	United States	Pending	85016305	4/16/10			Strategic Partners, Inc.
PERFECT STRETCH	United States	Pending	85541341	2/13/2012			Strategic Partners, Inc.
PREMIUM STRETCH	United States	Pending	85624266	5/14/2012			Strategic Partners, Inc.
R & design	United States	Registered	78499923	10/14/2004	3028307	12/13/05	Strategic Partners, Inc.
R-CLOGZ	United States	Registered	76371800	2/15/2002	2692696	3/4/03	Strategic Partners, Inc.

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REZENATE!	United States	Registered	77416031	3/7/2008	3480563	8/5/08	Strategic Partners, Inc.
ROCKERS	United States	Registered	75039218	1/2/1996	2278251	9/14/99	Strategic Partners, Inc.
ROCKERS	United States	Registered	73198982	1/4/1979	1242899	6/21/83	Strategic Partners, Inc.
ROCKERS FOR WALKERS	United States	Registered	73724531	4/25/1988	1575088	1/2/90	Strategic Partners, Inc.
RUNWAY BY CHEROKEE	United States	Pending	85443316	10/10/2011			Strategic Partners, Inc.
SCRUB H.Q.	United States	Registered	76182645	12/18/2000	2780032	11/4/03	Strategic Partners, Inc.
SCRUB STAR	United States	Registered	75063759	2/26/1996	2157323	5/12/98	Strategic Partners, Inc.
SCRUBBUCKS	United States	Pending	85487635	12/5/2011			Strategic Partners, Inc.
SCRUBS	United States	Registered	77203890	6/12/2007	3767912	3/30/10	Strategic Partners, Inc.
SOFTWORKS	United States	Registered	85288338	4/6/2011	4151429	5/29/12	Strategic Partners, Inc.
STRATEGIC MEDIA GROUP	United States	Pending	85178100	11/16/2010			Strategic Partners, Inc.
STRONG ENOUGH TO CARE	United States	Registered	75905764	1/27/2000	2452877	5/22/01	Strategic Partners, Inc.
SURF SCRUBS	United States	Registered	76462558	10/28/2002	3071403	3/21/06	Strategic Partners, Inc.
TEAM SCRUBS	United States	Registered	78390180	3/24/2004	3021993	11/29/05	Strategic Partners, Inc.
TENDER LOVING CARE	United States	Pending	85421300	9/13/2011			Strategic Partners,

Mark	Country	Status	App No.	App. Date	Reg. No.	Reg. Date	Owner
							Inc.
TLC	United States	Pending	85421296	9/13/2011			Strategic Partners, Inc.
TOONIFORMS	United States	Registered	75655737	3/8/1999	2419949	1/9/01	Strategic Partners, Inc.
XTREME STRETCH	United States	Pending	85525464	1/25/2012			Strategic Partners, Inc.
ROCKERS	Venezuela	Pending	1999-008593	3/30/99			Strategic Partners, Inc.
PRO-FLEXIBLES	United States	Pending	85/702,038	08/13/12			Strategic Partners, Inc.