

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389978

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Strategic Partners, Inc.		06/30/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Administrative Agent		
Street Address:	600 Washington Boulevard		
Internal Address:	9th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 54			
Property Type	Number	Word Mark	
Registration Number:	3349927	P.I.E.	
Registration Number:	3767912	SCRUBS	
Registration Number:	3134825	ANYWEARS	
Registration Number:	2352939	CHEROKEE	
Registration Number:	2159729	CLASSROOM	
Registration Number:	2345931	CLASSROOM	
Registration Number:	2774019	DBL	
Registration Number:	2339214	INSPIRED COMFORT	
Registration Number:	2293444	MEDMAN	
Registration Number:	3028307	R	
Registration Number:	2278251	ROCKERS	
Registration Number:	1242899	ROCKERS	
Registration Number:	1575088	ROCKERS FOR WALKERS	
Registration Number:	2157323	SCRUB STAR	
Registration Number:	2452877	STRONG ENOUGH TO CARE	
Registration Number:	2419949	TOONIFORMS	
Registration Number:	4211958	ANYWEAR	
Registration Number:	4819419	BE SAFE. BE SMART. BE CERTAIN.	

CH \$1365.00 3349927

Property Type	Number	Word Mark
Registration Number:	4819421	BE SAFE. BE SMART. BE CERTAIN.
Registration Number:	4804855	CERTAINTY
Registration Number:	4791875	CERTAINTY
Registration Number:	4871572	CERTAINTY
Registration Number:	4890042	CERTAINTY PLUS
Registration Number:	4896245	CERTAINTY PLUS
Registration Number:	4335729	CHEROKEE LUXE
Registration Number:	4223050	CODE HAPPY
Registration Number:	4795495	CODE HAPPY
Registration Number:	4796797	CODE HAPPY
Registration Number:	4481687	CODE HAPPY STORE
Registration Number:	4223049	CORE STRETCH
Registration Number:	3891523	EDS
Registration Number:	4705158	EVOLUTION NXT
Registration Number:	4753472	FLEXIBLES
Registration Number:	3895600	GENFLEX
Registration Number:	4175852	HOSPITAL CRITTERZ
Registration Number:	3958143	HOSPITAL CRITTERZ
Registration Number:	4355330	I.D. SCRUBS
Registration Number:	4796230	INFINITY BY CHEROKEE
Registration Number:	4890331	NURSEONALITIES
Registration Number:	4890330	NURSEONALITY
Registration Number:	4415489	PERFECT STRETCH
Registration Number:	4275901	PRO FLEXIBLES
Registration Number:	4896218	REAL SCHOOL
Registration Number:	4318022	RUNWAY BY CHEROKEE
Registration Number:	4905475	SAPPHIRE SCRUBS
Registration Number:	4742732	SCRUB STAR PREMIUM SCRUBWEAR
Registration Number:	4795132	SCRUBSBEAT
Registration Number:	4151429	SOFTWORKS
Registration Number:	4214579	STRATEGIC MEDIA GROUP
Registration Number:	4740606	VITAL THREADS
Registration Number:	4262541	XTREME STRETCH
Registration Number:	3887787	
Registration Number:	4966094	CAREISMA
Serial Number:	86478949	EVOLUTION NXT

CORRESPONDENCE DATA

Fax Number: 3026365454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x 62348

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	200487-10
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NAME OF SUBMITTER:	Jean Paterson
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SIGNATURE:	/jep/
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DATE SIGNED:	07/01/2016
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of UBS AG, Stamford Branch, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is a party to a Security Agreement, dated as of June 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among each Grantor, the other Grantors party thereto, and the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all United States registered or applied for Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds and profits now and hereafter due and/or payable under or with respect to any and all of the foregoing.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C.

§ 1051, prior to the filing, and acceptance by the USPTO, of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any such application (or registration that issues therefrom) under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

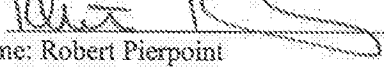
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TROJAN BUYER, INC.
TROJAN MERGER SUB, INC.
STRATEGIC PARTNERS ACQUISITION CORP.

By: 
Name: Robert Pierpoint
Title: Chief Financial Officer

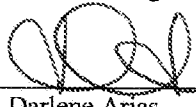
STRATEGIC PARTNERS CORP.
STRATEGIC PARTNERS, INC.
STRATEGIC PARTNERS MIDCO, LLC
STRATEGIC GENERAL PARTNERS, LLC
PACOIMA LIMITED, LLC
STRATEGIC DISTRIBUTION, L.P.


By: 
Name: Robert Pierpoint
Title: Chief Financial Officer, Executive
Vice President & Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005826 FRAME: 0919

UBS AG, STAMFORD BRANCH,
as Administrative Agent

By: 
Name: Darlene Arias
Title: Director

By: 
Name: Craig Pearson
Title: Associate Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
P.I.E.	3349927	12/04/2007	Strategic Partners, Inc.
SCRUBS	3767912	03/30/2010	Strategic Partners, Inc.
ANYWEARS	3134825	08/29/2006	Strategic Partners, Inc.
CHEROKEE	2352939	05/30/2000	Strategic Partners, Inc.
CLASSROOM	2159729	05/19/1998	Strategic Partners, Inc.
CLASSROOM	2345931	04/25/2000	Strategic Partners, Inc.
DBL	2774019	10/14/2003	Strategic Partners, Inc.
INSPIRED COMFORT	2339214	04/04/2000	Strategic Partners, Inc.
MEDMAN	2293444	11/16/1999	Strategic Partners, Inc.
R LOGO	3028307	12/13/2005	Strategic Partners, Inc.
ROCKERS	2278251	09/14/1999	Strategic Partners, Inc.
ROCKERS	1242899	06/21/1983	Strategic Partners, Inc.
ROCKERS FOR WALKERS	1575088	01/02/1990	Strategic Partners, Inc.
SCRUB STAR	2157323	05/12/1998	Strategic Partners, Inc.
STRONG ENOUGH TO CARE	2452877	05/22/2001	Strategic Partners, Inc.
TOONIFORMS	2419949	01/09/2001	Strategic Partners, Inc.
ANYWEAR (STYLIZED)	4211958	09/25/2012	Strategic Partners, Inc.
BE SAFE. BE SMART. BE CERTAIN.	4819419	09/22/2015	Strategic Partners, Inc.
BE SAFE. BE SMART. BE CERTAIN.	4819421	09/22/2015	Strategic Partners, Inc.
CERTAINTY	4804855	09/01/2015	Strategic Partners, Inc.
CERTAINTY	4791875	08/11/2015	Strategic Partners, Inc.
CERTAINTY	4871572	12/15/2015	Strategic Partners, Inc.
CERTAINTY PLUS	4890042	01/19/2016	Strategic Partners, Inc.
CERTAINTY PLUS	4896245	02/02/2016	Strategic Partners, Inc.
CHEROKEE LUXE	4335729	05/14/2013	Strategic Partners, Inc.
CODE HAPPY	4223050	10/09/2012	Strategic Partners, Inc.
CODE HAPPY	4795495	08/18/2015	Strategic Partners, Inc.
CODE HAPPY	4796797	08/18/2015	Strategic Partners, Inc.
CODE HAPPY STORE	4481687	02/11/2014	Strategic Partners, Inc.
CORE STRETCH	4223049	10/09/2012	Strategic Partners, Inc.
EDS	3891523	12/14/2010	Strategic Partners, Inc.

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
EVOLUTION NXT	4705158	03/17/2015	Strategic Partners, Inc.
FLEXIBLES	4753472	06/09/2015	Strategic Partners, Inc.
GENFLEX	3895600	12/21/2010	Strategic Partners, Inc.
HOSPITAL CRITTERZ	4175852	07/17/2012	Strategic Partners, Inc.
HOSPITAL CRITTERZ	3958143	05/10/2011	Strategic Partners, Inc.
I.D. SCRUBS	4355330	06/18/2013	Strategic Partners, Inc.
INFINITY BY CHEROKEE	4796230	08/18/2015	Strategic Partners, Inc.
NURSEONALITIES	4890331	01/19/2016	Strategic Partners, Inc.
NURSEONALITY	4890330	01/19/2016	Strategic Partners, Inc.
PERFECT STRETCH	4415489	10/08/2013	Strategic Partners, Inc.
PRO FLEXIBLES	4275901	01/15/2013	Strategic Partners, Inc.
REAL SCHOOL	4896218	02/02/2016	Strategic Partners, Inc.
RUNWAY BY CHEROKEE	4318022	04/09/2013	Strategic Partners, Inc.
SAPPHIRE SCRUBS	4905475	02/23/2016	Strategic Partners, Inc.
SCRUB STAR PREMIUM SCRUBWEAR (STYLIZED)	4742732	05/26/2015	Strategic Partners, Inc.
SCRUBSBEAT	4795132	08/18/2015	Strategic Partners, Inc.
SOFTWORKS	4151429	05/29/2012	Strategic Partners, Inc.
STRATEGIC MEDIA GROUP	4214579	09/25/2012	Strategic Partners, Inc.
VITAL THREADS	4740606	05/19/2015	Strategic Partners, Inc.
XTREME STRETCH (STYLIZED)	4262541	12/18/2012	Strategic Partners, Inc.
Cherokee Studio Flower Design	3887787	12/7/2010	Strategic Partners, Inc.
CAREISMA	86589869/ 4966094	04/07/2015 05/24/2016	Strategic Partners, Inc.
EVOLUTION NXT	86478949	12/12/2014	Strategic Partners, Inc.