

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sally Holdings LLC; Beauty Holding LLC; Armstrong McCall, L.P.; Innovations - Successful Salon Services (U.S. Term)		11/16/2006	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	Merrill Lynch Capital Corporation
<b>Street Address:</b>	4 World Financial Center
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10080
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 179**

Property Type	Number	Word Mark
Registration Number:	2928859	ACID SHOCK
Registration Number:	2367883	ACTIVOLUM BOTANICS
Registration Number:	2796157	ADAMANT
Registration Number:	2885035	AIR HEAD
Registration Number:	2765631	AIR WAX
Registration Number:	2412858	AMPLITUDE
Registration Number:	2789827	BADA BING
Registration Number:	2392377	BATH SECRETS
Registration Number:	3086020	BEACH HEAD
Registration Number:	2114289	BEAUTIQUE
Registration Number:	3127498	BEAUTIQUE
Registration Number:	1436994	BEAUTY BIZ

CH \$4490.00 2928859

Registration Number:	1516015	BEAUTY BIZ
Registration Number:	1884486	BEAUTY SECRETS
Registration Number:	2887503	BEAUTY SECRETS
Registration Number:	2893446	BEE KISSED
Registration Number:	2249895	BEST TRESSED
Registration Number:	1403695	BEYOND BELIEF
Registration Number:	2265665	BEYOND BELIEF
Registration Number:	2846710	BEYOND BELIEF
Registration Number:	2882901	BEYOND THE ZONE
Registration Number:	2923001	BEYOND THE ZONE
Registration Number:	2531921	BIOLINK
Registration Number:	2562797	BLOND BRILLIANCE
Registration Number:	2681165	BORED STRAIGHT
Registration Number:	1394598	BRENTWOOD SALON CARE
Registration Number:	2972621	BSG
Registration Number:	2664414	BUBBLE HEAD
Registration Number:	2372208	BUENO. BONITO. BARATO.
Registration Number:	2896352	BULB HEAD
Registration Number:	2846368	CLEAR VISION
Registration Number:	2962331	COLOR BOMBZ
Registration Number:	2823066	COLOR DEFENSE
Registration Number:	0861230	DIAGNOSTEST
Registration Number:	2922828	CRYSTAL NAIL BLOCK
Registration Number:	2920706	CRYSTAL NAIL GLASS
Registration Number:	2920707	CRYSTAL NAIL QUICK
Registration Number:	2920708	CRYSTAL NAIL THICK
Registration Number:	2938238	CURL-IT-UP
Registration Number:	2544694	CUTICLE RX
Registration Number:	2436005	DAMAGE FREE
Registration Number:	3128126	DERANGED
Registration Number:	2228458	EFFECTIVE CARE
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Registration Number:	2796158	END GAME
Registration Number:	2652763	EYE KISSES
Registration Number:	2846498	FACE SECRETS

Registration Number:	2849567	FACE SECRETS
Registration Number:	2518690	FEELS LIKE NEW
Registration Number:	2811813	FEELS LIKE NEW
Registration Number:	2512644	FILL'ER UP
Registration Number:	1187293	FINGERPAINTS
Registration Number:	2365938	FIXE BOTANICS
Registration Number:	2855008	FLASHER
Registration Number:	2830853	FLIPPED OUT
Registration Number:	1678208	FOR PERMS ONLY
Registration Number:	2724419	FROZEN STIFF
Registration Number:	2768235	FUNG END
Registration Number:	2830813	GET'N CREAMED
Registration Number:	2472404	GRABBER
Registration Number:	2968063	GRIPPER
Registration Number:	1194950	HAIR SCULPTOR
Registration Number:	2367019	HOT TONES
Registration Number:	2365937	HYDRA BOTANICS
Registration Number:	1320267	ION
Registration Number:	2760298	ION
Registration Number:	3071641	ION
Registration Number:	3024383	ION NEGA-CLEAN
Registration Number:	2765664	LAST CALL
Registration Number:	3024369	LICE-TRAP
Registration Number:	2418063	LIP SAVVY
Registration Number:	3060854	MAD ARTIST
Registration Number:	2359609	MEDILIP
Registration Number:	3166089	MEGASILK
Registration Number:	2846753	METAGRIP
Registration Number:	1452787	NAIL INSURANCE
Registration Number:	2748694	NAIL INSURANCE
Registration Number:	2770299	NAIL INSURANCE
Registration Number:	2650144	NAIL LIFE
Registration Number:	2652573	NASTY GIRL
Registration Number:	0806155	NATURAL BALANCE
Registration Number:	0802481	NATURAL BALANCE

Registration Number:	2314580	NATURAL SEVEN OIL
Registration Number:	1769609	NET EFFECT
Registration Number:	0833800	NEW IMAGE
Registration Number:	0799630	NEW IMAGE
Registration Number:	0799629	NEW IMAGE
Registration Number:	0831974	NEW IMAGE
Registration Number:	2765665	NOODLE HEAD
Registration Number:	2855190	PARABOLIC
Registration Number:	2333530	PHYTO SYSTEME
Registration Number:	2360769	POWER LIFT
Registration Number:	2605701	PREP B-4
Registration Number:	1152062	PRO CARE
Registration Number:	2404574	PROCLAIM
Registration Number:	2762853	PROCLAIM
Registration Number:	2936960	PROCLAIM
Registration Number:	2793048	PROTEIN COCKTAIL
Registration Number:	2418929	PUCKER UPS
Registration Number:	3058114	PUMP UP THE VOLUME
Registration Number:	2652574	QUICK WHITE
Registration Number:	2029967	QUICKSHIP
Registration Number:	2861295	RASPBERRY KAMIKAZE
Registration Number:	3127864	RHINO
Registration Number:	2675527	ROCK ON
Registration Number:	1763527	SALLY
Registration Number:	2316754	SALLY
Registration Number:	2612903	SALLY
Registration Number:	2920799	SALLY BEAUTY
Registration Number:	2582384	SALLY BEAUTY
Registration Number:	2810775	SALLY BEAUTY
Registration Number:	2799286	SALLY BEAUTY SUPPLY
Registration Number:	3127488	SALLY GIRL
Registration Number:	2535551	SALLYCARES
Registration Number:	2083563	SALON CARE
Registration Number:	2540686	SALON CARE
Registration Number:	2301571	SALON CARE

Registration Number:	2765791	SALON CARE
Registration Number:	2850945	SALON CARE
Registration Number:	2930699	SALON FOCUS PROMOTION GUIDE
Registration Number:	2806741	SAVAGE BRONZE
Registration Number:	3068960	SAVVY
Registration Number:	2478296	SCENTS OF WELLNESS
Registration Number:	3071665	SCENTS OF WELLNESS
Registration Number:	0759804	SECOND CHANCE
Registration Number:	2861223	SHAKE IT UP SHINER
Registration Number:	0820437	SHEER GLORY
Registration Number:	3011362	SHEER GLORY
Registration Number:	2935496	SILK ELEMENTS
Registration Number:	3136681	SILKEN CHILD
Registration Number:	2366093	SIMPLY SMART SIMPLY SALLY
Registration Number:	2762134	SKIN SAVVY
Registration Number:	2826521	SMOOTH SHOT
Registration Number:	2885024	SPIKE IT
Registration Number:	2560396	SPLIT DECISION
Registration Number:	2830863	SPLIT MENDER
Registration Number:	2663411	STIFF ENUFF
Registration Number:	2362945	STIFF HEAD
Registration Number:	3112537	STRAIGHT LACED
Registration Number:	2166212	STRICTLY PROFESSIONAL
Registration Number:	3159879	STRICTLY PROFESSIONAL
Registration Number:	2660222	STRIP SEARCH
Registration Number:	2088126	SURE-BOND
Registration Number:	2837203	SURF WAX
Registration Number:	2013919	TERRIFIC TIPS
Registration Number:	2783223	TORNADO
Registration Number:	2958454	TRIPPED OUT
Registration Number:	2958195	VELVETEEN
Registration Number:	3163414	WEST COAST BEAUTY SUPPLY
Registration Number:	1284849	WET LOOK
Registration Number:	2425130	WHATEVER YOU WANT. WHENEVER YOU NEED IT. WHEREVER YOU ARE.

Registration Number:	2322182	WILDEST DREAMS
Registration Number:	1675418	ARMSTRONG MCCALL
Registration Number:	1673793	ARMSTRONG-MCCALL
Registration Number:	2797492	ARNOLD'S
Registration Number:	2806580	ARNOLD'S
Registration Number:	2775506	ARNOLD'S BEAUTY SUPPLIES & EQUIPMENT SINCE 1884
Registration Number:	2756465	CHAIN LINK
Registration Number:	2025319	COSMOPROF
Registration Number:	2043011	COSMOPROF
Registration Number:	2929115	AROMA AESTHETICS
Serial Number:	77019587	BEE KISSED
Serial Number:	78521706	BRUSH STROKES
Serial Number:	78506525	DESIGN FUSION
Serial Number:	77014504	DESIGN LENGTHS
Serial Number:	78896909	HEEL TO TOE
Serial Number:	77019581	HOT N SILKY
Serial Number:	78825521	ION SENSITIVE SCALP
Serial Number:	78434754	LOME PARIS
Serial Number:	78535296	MAD MUD
Serial Number:	78844197	NATURAL 7 OIL
Serial Number:	78948734	NATURAL IONIC ENERGY
Serial Number:	77019590	NEGATIVE IONIC ENERGY
Serial Number:	78839776	PARTY ON
Serial Number:	78366711	STRICTLY PROFESSIONAL
Serial Number:	78907907	WANT ME
Serial Number:	78336011	WEST COAST BEAUTY SUPPLY
Serial Number:	78821367	WEST COAST BEAUTY SYSTEMS
Serial Number:	78422156	SILK ELEMENTS REVIVE & RESTORE

**CORRESPONDENCE DATA**

Fax Number: (202)639-7003  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-639-7352  
Email: Michael.David@ffhsj.com  
Correspondent Name: Michael David  
Address Line 1: 1001 Pennsylvania Ave., N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER: Charmain Ho-A-Lim

Signature: /CH/

Date: 11/30/2006

**Total Attachments: 18**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (as amended, supplemented, replaced or otherwise modified from time to time) (this "Agreement"), dated as of November 16, 2006 is entered into by each of the undersigned (each, a "Grantor") in favor of **MERRILL LYNCH CAPITAL CORPORATION** ("MLCC"), as Administrative Agent and as Collateral Agent for the Lenders.

**WHEREAS**, Sally Holdings LLC and the several banks and other financial institutions from time to time parties thereto (the "Lenders"), and MLCC, as Administrative Agent and as Collateral Agent for the Lenders have entered into a Credit Agreement, dated as of the date hereof (as amended, supplemented, replaced or otherwise modified from time to time, the "Term Credit Agreement");

**WHEREAS**, it is a condition to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Term Credit Agreement that the Granting Parties shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Administrative Agent and Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Term Guarantee and Collateral Agreement"); and

**WHEREAS**, under the terms of the Term Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Trademarks of the Grantors to the Administrative Agent and Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office.

**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 and the Secured Parties hereby agree as follows:

**SECTION 1. DEFINED TERMS.**

1.1 Capitalized terms not otherwise defined herein have the meanings set forth in the Term Credit Agreement or the Term Guarantee and Collateral Agreement, as applicable.

1.2 "Trademarks" shall mean, with respect to any Grantor, all of such Grantor's right, title and interest in and to all United States and foreign trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service



mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed, it being understood and agreed that the carve out in this parenthetical shall be applicable only if and for so long as a grant of a security interest in such intent to use application would invalidate or otherwise jeopardize Grantor's rights therein), and any renewals thereof, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all other rights corresponding thereto and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers.

**SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARKS.**

Subject to the terms of the Term Credit Agreement and the Term Guarantee and Collateral Agreement, each Grantor granted, subject to the existing licenses to use the Trademarks granted by such Grantor in the ordinary course of its business, to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor, including, without limitation, the Trademarks listed on Schedule A hereto by such Grantor's name, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor.

**SECTION 3. CONFIRMATION AND ACKNOWLEDGMENT.**

Each Grantor does hereby confirm the grant of the security interest in the Term Guarantee and Collateral Agreement and further acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Term Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**SECTION 4. RECORDATION.**

Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**SECTION 5. MODIFICATION OF AGREEMENT.**

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the provisions of the Term Guarantee and Collateral Agreement.

SECTION 6. GENERAL.

(a) Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and each Grantor and their respective successors and assigns. No Grantor shall, without the prior written consent of the Secured Parties given in accordance with the Term Credit Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument.

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

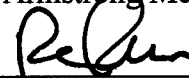
BEAUTY HOLDING LLC

By:  \_\_\_\_\_

Name: Raal Roos

Title: Secretary

ARMSTRONG MCCALL, L.P.

By: Armstrong McCall Management, L.C. )  
By:  its General Partner \_\_\_\_\_

Name: Raal Roos

Title: Vice President and Secretary

INNOVATIONS - SUCCESSFUL SALON SERVICES

By:  \_\_\_\_\_

Name: Raal Roos

Title: Vice President, General Counsel and Secretary

**MERRILL LYNCH CAPITAL  
CORPORATION, as Collateral Agent and  
Administrative Agent**

By:



---

Name: *Fotis G. Hasiotis*

Title: *Managing Director*

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 15<sup>th</sup> day of November, 2006 before me personally appeared Ravi Roos proved to me on the basis of satisfactory evidence to be the person[s] who executed the foregoing instrument on behalf of Beauty Holdings LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

**BINDU DHARIA**  
Notary Public, State of New York  
No. 01DH6115245  
Qualified in New York County  
Commission Expires Sept. 7, 2010

{seal}

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 15<sup>th</sup> day of November, 2006 before me personally appeared Raul Ros proved to me on the basis of satisfactory evidence to be the person[s] who executed the foregoing instrument on behalf of Armstrong Ltd. L.P., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

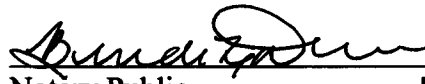
**BINDIR DHARIA**  
Notary Public, State of New York  
No. 01DH6115245  
Qualified in New York County  
Commission Expires Sept. 7, 2008

{seal}

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 15<sup>th</sup> day of November, 2006 before me personally appeared Raal Roos proved to me on the basis of satisfactory evidence to be the person[s] who executed the foregoing instrument on behalf of Innovation Success Solutions Services, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

**BINDU R. DHARIA**  
Notary Public, State of New York  
No. 01DH6115245  
Qualified in New York County  
Commission Expires Sept. 7, 2008

{seal}

SCHEDULE A

**U.S. Trademark Registrations**

**A. Trademarks Registered to Beauty Holding Company, Inc. (the entity is now known as Beauty Holding LLC)<sup>1</sup>**

<b><u>Trademark</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
ACID SHOCK	2928859	3/1/2005
ACTIVOLUM BOTANICS	2367883	7/18/2000
ADAMANT	2796157	12/16/2003
AIR HEAD	2885035	9/14/2004
AIR WAX	2765631	9/16/2003
AMPLITUDE	2412858	12/12/2000
BADA BING	2789827	12/2/2003
BATH SECRETS	2392377	10/3/2000
BEACH HEAD	3086020	4/25/2006
BEAUTIQUE	2114289	11/18/1997
BEAUTIQUE	3127498	8/8/2006
BEAUTY BIZ	1436994	4/21/1987
BEAUTY BIZ	1516015	12/6/1988
BEAUTY SECRETS	1884486	3/21/1995
BEAUTY SECRETS	2887503	9/21/2004

<sup>1</sup> The change of name to Beauty Holding LLC will be recorded with the U.S. Patent and Trademark Office promptly after closing.



BEE KISSED and Design	2893446	10/12/2004
BEST TRESSED	2249895	6/1/1999
BEYOND BELIEF	1403695	8/5/1986
BEYOND BELIEF	2265665	7/27/1999
BEYOND BELIEF	2846710	5/25/2004
BEYOND THE ZONE	2882901	9/7/2004
BEYOND THE ZONE (Stylized)	2923001	2/1/2005
BIOLINK	2531921	1/22/2002
BLOND BRILLIANCE	2562797	4/23/2002
BORED STRAIGHT	2681165	1/28/2003
BRENTWOOD SALON CARE	1394598	5/27/1986
BSG	2972621	7/19/2005
BUBBLE HEAD	2664414	12/17/2002
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BULB HEAD	2896352	10/19/2004
CLEAR VISION	2846368	5/25/2004
COLOR BOMBZ	2962331	6/14/2005
COLOR DEFENSE	2823066	3/16/2004
COLOR JAMZ	2861230	7/6/2004
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CRYSTAL NAIL GLASS	2920706	1/25/2005
CRYSTAL NAIL QUICK	2920707	1/25/2005
CRYSTAL NAIL THICK	2920708	1/25/2005
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CUTICLE RX	2544694	3/5/2002

DAMAGE FREE	2436005	3/13/2001
DERANGED	3128126	8/8/2006
EFFECTIVE CARE	2228458	3/2/1999
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FLASHER	2855008	6/15/2004
FLIPPED OUT	2830853	4/6/2004
FOR PERMS ONLY (Stylized)	1678208	3/10/1992
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FUNG END	2768235	9/23/2003
GET'N CREAMED	2830813	4/6/2004
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GRIPPER	2968063	7/12/2005
HAIR SCULPTOR	1194950	5/11/1982
HOT TONES	2367019	7/11/2000
HYDRA BOTANICS	2365937	7/11/2000
ION	1320267	2/19/1985

ION	2760298	9/2/2003
ION	3071641	3/21/2006
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MAD ARTIST	3060854	2/21/2006
MEDILIP	2359609	6/20/2000
MEGASILK	3166089	10/31/2006
METAGRIP	2846753	5/25/2004
NAIL INSURANCE	1452787	8/18/1987
NAIL INSURANCE	2748694	8/5/2003
NAIL INSURANCE	2770299	9/30/2003
NAIL LIFE	2650144	11/12/2002
NASTY GIRL	2652573	11/19/2002
NATURAL BALANCE	806155	3/22/1966
NATURAL BALANCE	802481	1/18/1966
NATURAL SEVEN OIL	2314580	2/1/2000
NET EFFECT	1769609	5/11/1993
NEW IMAGE	833800	8/15/1967
NEW IMAGE	799630	11/30/1965
NEW IMAGE	799629	11/30/1965
NEW IMAGE	831974	7/11/1967
NOODLE HEAD	2765665	9/16/2003
PARABOLIC	2855190	6/15/2004

PHYTO SYSTEME	2333530	3/21/2000
POWER LIFT	2360769	6/20/2000
PREP B-4	2605701	8/6/2002
PRO CARE	1152062	4/28/1981
PROCLAIM	2404574	11/14/2000
PROCLAIM	2762853	9/9/2003
PROCLAIM	2936960	3/29/2005
PROTEIN COCKTAIL	2793048	12/9/2003
PUCKER UPS	2418929	1/9/2001
PUMP UP THE VOLUME	3058114	2/7/2006
QUICK WHITE	2652574	11/19/2002
QUICKSHIP	2029967	1/14/1997
RASPBERRY KAMIKAZE	2861295	7/6/2004
RHINO	3127864	8/8/2006
ROCK ON	2675527	1/14/2003
SALLY	1763527	4/6/1993
SALLY	2316754	2/8/2000
SALLY	2612903	8/27/2002
SALLY BEAUTY	2920799	1/25/2005
SALLY BEAUTY and Design	2582384	6/18/2002
SALLY BEAUTY and Design	2810775	2/3/2004
SALLY BEAUTY SUPPLY	2799286	12/23/2003
SALLY GIRL	3127488	8/8/2006
SALLYCARES	2535551	2/5/2002
SALON CARE	2083563	7/29/1997

SALON CARE	2540686	2/19/2002
SALON CARE	2301571	12/21/1999
SALON CARE	2765791	9/16/2003
SALON CARE	2850945	6/8/2004
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SAVAGE BRONZE	2806741	1/20/2004
SAVVY	3068960	3/14/2006
SCENTS OF WELLNESS	2478296	8/14/2001
SCENTS OF WELLNESS	3071665	3/21/2006
SECOND CHANCE	759804	11/5/1963
SHAKE IT UP SHINER	2861223	7/6/2004
SHEER GLORY	820437	12/13/1966
SHEER GLORY	3011362	11/1/2005
SILK ELEMENTS	2935496	3/22/2005
SILKEN CHILD	3136681	8/29/2006
SIMPLY SMART SIMPLY SALLY	2366093	7/11/2000
SKIN SAVVY	2762134	9/9/2003
SMOOTH SHOT	2826521	3/23/2004
SPIKE IT	2885024	9/14/2004
SPLIT DECISION	2560396	4/9/2002
SPLIT MENDER	2830863	4/6/2004
STIFF ENUFF	2663411	12/17/2002
STIFF HEAD	2362945	6/27/2000
STRAIGHT LACED	3112537	7/4/2006

STRICTLY PROFESSIONAL	2166212	6/16/1998
STRICTLY PROFESSIONAL	3159879	10/17/2006
STRIP SEARCH	2660222	12/10/2002
SURE-BOND	2088126	8/12/1997
SURF WAX	2837203	4/27/2004
TERRIFIC TIPS	2013919	11/5/1996
TORNADO	2783223	11/11/2003
TRIPPED OUT	2958454	5/31/2005
VELVETEEN	2958195	5/31/2005
WEST COAST BEAUTY SUPPLY	3163414	10/24/2006
WET LOOK	1284849	7/10/1984
WHATEVER YOU WANT. WHENEVER YOU NEED IT. WHEREVER YOU ARE.	2425130	1/30/2001
WILDEST DREAMS	2322182	2/22/2000

**B. Trademarks Registered to Armstong McCall, L.P.**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ARMSTRONG MCCALL	1675418	2/11/1992
ARMSTRONG-MCCALL	1673793	1/28/1992
ARNOLD'S (Stylized)	2797492	12/23/2003
ARNOLD'S	2806580	1/20/2004
ARNOLD'S BEAUTY SUPPLIES & EQUIPMENT SINCE 1884 and Design	2775506	10/21/2003
CHAIN LINK	2756465	8/26/2003

**C. Trademarks Registered to Innovations-Successful Salon Services**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
COSMOPROF	2025319	12/24/1996
COSMOPROF (Stylized)	2043011	3/11/1997
AROMA AESTHETICS	2929115	3/1/2005

## U.S. Trademark Applications

### A. Pending Trademarks Registered to Beauty Holding Company, Inc. (the entity is now known as Beauty Holding LLC)<sup>2</sup>

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
BEE KISSED	77019587	10/12/2006
BRUSH STROKES	78/521706	11/23/2004
DESIGN FUSION	78/506525	10/27/2004
DESIGN LENGTHS	77014504	10/5/2006
HEEL TO TOE	78/896909	5/31/2006
HOT N SILKY	77019581	10/12/2006
ION SENSITIVE SCALP	78/825521	2/28/2006
LOME PARIS	78/434754	6/14/2004
MAD MUD	78/535296	12/20/2004
NATURAL 7 OIL	78/844197	3/23/2006
NATURAL IONIC ENERGY	78/948734	8/9/2006
NEGATIVE IONIC ENERGY	77/019590	10/12/2006
PARTY ON	78/839776	3/17/2006
SILK ELEMENTS REVIVE & RESTORE (Stylized)	78/422156	5/20/2004
STRICTLY PROFESSIONAL	78/366711	2/12/2004
WANT ME	78/907907	6/14/2006
WEST COAST BEAUTY SUPPLY	78/336011	12/3/2003
WEST COAST BEAUTY SYSTEMS	78/821367	2/23/2006

<sup>2</sup> The change of name to Beauty Holding LLC will be recorded with the U.S. Patent and Trademark Office promptly after closing.



22310608v8

RECORDED: 11/30/2006

TRADEMARK  
REEL: 003435 FRAME: 0805