

Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

80034-1297

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): Beauty Holding, LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> Citizenship (see guidelines) <u>Delaware</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>GE Business Financial Services, Inc., as</u> <u>Internal agent</u> Address: _____ Street Address: <u>222 N. LaSalle Street</u> City: <u>Chicago</u> State: <u>IL</u> Country: <u>U.S.A.</u> Zip: <u>60601</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other <u>U.S.</u> Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance / Execution Date(s) : Execution Date(s) <u>August 26, 2009</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____			
4. Application number(s) or registration number(s) and Identification or description of the Trademark. A. Trademark Application No.(s) B. Trademark Registration No.(s) Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): 			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Laura L. Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> Street Address: <u>35 W. Wacker Drive</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> Phone Number: <u>312-558-5600</u> Fax Number: <u>312-558-5700</u> Email Address: <u>lkonrath@winston.com</u>		6. Total number of applications and registrations involved: <u>38</u> 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>965.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
9. Signature: <u>Laura L. Konrath</u> Name of Person Signing		8. Payment Information: Deposit Account Number <u>232428</u> Authorized User Name <u>L. Konrath</u> Date <u>09/16/09</u> Total number of pages including cover sheet, attachments, and document: _____	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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Continuation Item 4

U.S. TRADEMARK REGISTRATIONS CALENDAR YEAR 2008

NAME	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COUNTRY
BEE KISSED	3419418	4/29/2008	Beauty Holding LLC	U.S.
BEE KISSED	3419661	4/29/2008	Beauty Holding LLC	U.S.
BEYOND BELIEF	3485915	8/12/2008	Beauty Holding LLC	U.S.
COLORESSE	3432963	5/20/2008	Beauty Holding LLC	U.S.
CRYSTAL D'ORO	3494973	9/2/2008	Beauty Holding LLC	U.S.
DESIGN LENGTHS	3477197	7/29/2008	Beauty Holding LLC	U.S.
DESIGNING SILK	3547836	12/16/2008	Beauty Holding LLC	U.S.
DL	3544553	12/9/2008	Beauty Holding LLC	U.S.
EVOLVE	3498953	9/9/2008	Beauty Holding LLC	U.S.
EVOLVE	3498954	9/9/2008	Beauty Holding LLC	U.S.
FAVE FOTO	3502711	9/16/2008	Beauty Holding LLC	U.S.
FEMME COUTURE	3554727	12/30/2008	Beauty Holding LLC	U.S.
FIRST MAIDEN	3432964	5/20/2008	Beauty Holding LLC	U.S.
FLAWLESS TOUCH	3502684	9/16/2008	Beauty Holding LLC	U.S.
HEATMASTER	3485764	8/12/2008	Beauty Holding LLC	U.S.
HOT N SILKY	3419030	4/29/2008	Beauty Holding LLC	U.S.
INTENSE COLOR COMPLEX	3511017	10/7/2008	Beauty Holding LLC	U.S.
INTENSIVE SHINE	3410256	4/8/2008	Beauty Holding LLC	U.S.
ION	3529010	11/4/2008	Beauty Holding LLC	U.S.
MINERAL EFFECTS	3468666	7/15/2008	Beauty Holding LLC	U.S.
NATURAL 7 OIL	3401828	3/25/2008	Beauty Holding LLC	U.S.
NATURAL IONIC ENERGY	3512597	10/7/2008	Beauty Holding LLC	U.S.
NATURAL IONIC ENERGY	3512598	10/7/2008	Beauty Holding LLC	U.S.
NATURAL IONIC ENERGY	3512613	10/7/2008	Beauty Holding LLC	U.S.
PLUGGED IN	3362209	1/1/2008	Beauty Holding LLC	U.S.



U.S. TRADEMARK REGISTRATIONS CALENDAR YEAR 2008 (CONT'D)

NAME	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COUNTRY
PLUGGED IN	3378441	2/5/2008	Beauty Holding LLC	U.S.
POWER IQ	3468816	7/15/2008	Beauty Holding LLC	U.S.
PUMP UP THE COLOR	3448282	6/17/2008	Beauty Holding LLC	U.S.
REAL SMOOTH	3502761	9/16/2008	Beauty Holding LLC	U.S.
SAVVY	3494946	9/2/2008	Beauty Holding LLC	U.S.
SAVVY INFINITY	3417888	4/29/2008	Beauty Holding LLC	U.S.
SNAP 'N GO	3544202	12/9/2008	Beauty Holding LLC	U.S.
SO GORGEOUS	3532023	11/11/2008	Beauty Holding LLC	U.S.
SUPER JUICIES SHEER	3494978	9/2/2008	Beauty Holding LLC	U.S.
SUPER JUICIES SHIMMER	3498093	9/9/2008	Beauty Holding LLC	U.S.
TOOL SCIENCE	3419320	4/29/2008	Beauty Holding LLC	U.S.
TOOL SCIENCE	3419321	4/29/2008	Beauty Holding LLC	U.S.
WAX IT UP	3495875	9/2/2008	Beauty Holding LLC	U.S.

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EXECUTION COPY

U.S. ABL

SUPPLEMENT AND AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Supplement"), dated as of August 26, 2009, by BEAUTY HOLDING LLC ("Grantor") in favor of GE BUSINESS FINANCIAL SERVICES, INC., successor by merger to Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services ("GE BFS"), as Administrative Agent (in such capacity, "Administrative Agent") and Collateral Agent (in such capacity, "Collateral Agent") for the Lenders, amends and supplements that certain Trademark Security Agreement, dated as of November 16, 2006 (the "Trademark Security Agreement"), which continues in effect as so amended and supplemented as set forth herein.

WITNESSETH:

WHEREAS, pursuant to that certain: (i) Credit Agreement, dated as of November 16, 2006 (as from time to time amended, restated, supplemented or otherwise modified, the "ABL Credit Agreement"), by and among Sally Holdings LLC, Beauty Systems Group LLC, Sally Beauty Supply LLC, the Canadian Borrowers from time to time party to the Credit Agreement, the several banks and other financial institutions from time to time parties thereto (the "Lenders"), and GE BFS, as Administrative Agent and as Collateral Agent for the Lenders, and (ii) U.S. Guarantee and Collateral Agreement, dated as of November 16, 2006, in favor of the Administrative Agent and the Collateral Agent (the "ABL Guarantee and Collateral Agreement"), the Grantor has entered into the Trademark Security Agreement;

WHEREAS, Grantor, Administrative Agent and Collateral Agent desire to supplement and amend the Trademark Security Agreement in order to include thereunder such trademarks and trademark applications now owned, as set forth in Schedule I hereto.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, and to induce Lenders to continue to make their respective extensions of credit to the Borrowers under the ABL Credit Agreement, it is agreed as follows:

1. DEFINITIONS.

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

2. SUPPLEMENT AND AMENDMENT TO THE TRADEMARK SECURITY AGREEMENT.

The Trademark Security Agreement is hereby supplemented and amended by adding to the Trademarks listed therein those set forth on Schedule A hereto.

This Supplement shall be deemed to be a supplement and amendment to the Trademark Security Agreement and shall not be construed in any way as a replacement therefor. All of the terms and provisions of this Supplement are hereby incorporated by reference into the Trademark Security Agreement as if such terms and provisions were set forth in full therein.

3. CONTINUED EFFECTIVENESS OF TRADEMARK SECURITY AGREEMENT.

The Trademark Security Agreement is, and shall continue to be, in full force and effect and is hereby supplemented and amended by this Supplement.

4. OTHER TERMS.

4.1 Headings. The headings in this Supplement are for convenience of reference only and are not part of the substance of this Supplement.

4.2 Successors and Assigns. This Supplement shall be binding upon and inure to the benefit of the Secured Parties and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Parties given in accordance with the ABL Credit Agreement, assign any right, duty or obligation hereunder.


4.3 Counterparts. This Supplement 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.

4.4 GOVERNING LAW. THIS SUPPLEMENT 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed and delivered as of the date first set forth above.

BEAUTY HOLDING LLC

By:  _____
Name: Kaal Roos
SO. Title: SVP & Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS)
) ss.
COUNTY OF DENTON)

On this 21th day of August, 2009 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 Beauty Holding LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company, as authorized by its board of managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

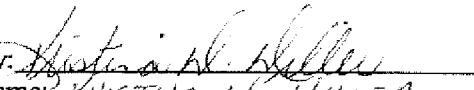
Melissa Henderson
Notary Public

{seal}



Accepted and Agreed:

GE BUSINESS FINANCIAL SERVICES, INC.,
f/k/a, Merrill Lynch Capital, a division of
Merrill Lynch Business Financial Services Inc., as
Collateral Agent and Administrative Agent,

By: 
Name: KRISTINA W. MILLER
Title: DULY AUTHORIZED SIGNATORY

SCHEDULE A
to
SUPPLEMENT AND AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT

[See attached]

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