

06-07-1999



101057796



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name **6.3.99**
Effective Date
Month Day Year

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

06/04/1999 DNGUYEN 00000227 2045953

1 FC:481 40.00 P

2 FC:482 725.00 P

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="2045953"/>	<input type="text" value="2090231"/>	<input type="text" value="1530283"/>
<input type="text" value="1611636"/>	<input type="text" value="2034138"/>	<input type="text" value="1899337"/>
<input type="text" value="1894764"/>	<input type="text" value="1593104"/>	<input type="text" value="1608313"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Sita Ramnarace

06/2/99

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY



Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

392597	892598	

1126066	1238922	1875692
1909009	1953680	1895436
2099297	2147180	1978797
2195280	2190697	2170303
1357383	1576976	2019425
1728332	2198140	1221322
1327500		

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, FS CONCEPTS, INC., a Delaware corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, a New York banking corporation, as agent (referred to herein as the "Assignee") for (i) the lenders (the "Lenders") named in Schedules 2.01(a) and 2.01(b) of the Credit Agreement dated as of the date hereof, among the Assignor and the other Borrowers named therein, the guarantors named therein (the "Guarantors"), the Lenders and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) for itself as issuer of the Letters of Credit and party to the Rate Agreements, and Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

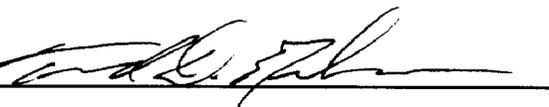
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 600 Fifth Avenue, New York, New York 10020.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be
duly executed by its officer thereunto duly authorized as of the 18 day of May, 1999.

FS CONCEPTS, INC.

By 

Name: TED D Nelson

Title: Chairman

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY - TRADEMARKSTRADEMARKS

Debtor	TRADEMARK	REG. DATE	REG. #
FS Concepts, Inc.	A PROFESSIONAL LOOK WITH A PERSONAL TOUCH	3/18/97	2045953
FS Concepts, Inc.	BACKSTAGE	Application Pending	
FS Concepts, Inc.	BOTANIC	8/19/97	2090231
FS Concepts, Inc.	EL PRIMER SALON FAMILIAR	3/14/89	1530283
FS Concepts, Inc.	FANTASTIC	08/28/90	1611636
FS Concepts, Inc.	FANTASTIC BRONZE	1/28/97	2034138
FS Concepts, Inc.	FANTASTIC COLOR	6/13/95	1899337
FS Concepts, Inc.	FANTASTIC COLOR	5/23/95	1894764
FS Concepts, Inc.	FANTASTIC FUZZY	4/24/90	1593104
FS Concepts, Inc.	FANTASTIC FUZZY DESIGN	7/31/90	1608313
FS Concepts, Inc.	FANTASTIC SAM	10/16/79	1126066
FS Concepts, Inc.	FANTASTIC SAMS AND DESIGN	5/17/83	1238922
FS Concepts, Inc.	FANTASTIC SAM'S SERVICE AND MORE SERVICE	1/24/95	1875692
FS Concepts, Inc.	FANTASTIC SAMS	8/1/95	1909009
FS Concepts, Inc.	FANTASTIC SAMS	1/30/96	1953680
FS Concepts, Inc.	FANTASTIC TANS	5/23/95	1895436
FS Concepts, Inc.	FS (STYLIZED)	9/23/97	2099297
FS Concepts, Inc.	FS (STYLIZED)	3/31/98	2147180
FS Concepts, Inc.	FS AND DESIGN	6/4/96	1978797
FS Concepts, Inc.	FS NATIONAL ACADEMY	Application Pending	

Debtor	TRADEMARK	REG. DATE	REG. #
FS Concepts, Inc.	FS NATIONAL ACADEMY	10/13/98	2195280
FS Concepts, Inc.	FS NATIONAL ACADEMY ON TOUR	9/22/98	2190697
FS Concepts, Inc.	GOTTA BE THE HAIR	6/30/98	2170303
FS Concepts, Inc.	HIBISCUS DESIGN	8/27/85	1357383
FS Concepts, Inc.	LIFECIRCLE	Application Pending	
FS Concepts, Inc.	QUICK & EASY PERM	1/9/90	1576976
FS Concepts, Inc.	SAM	6/9/70	892597
FS Concepts, Inc.	SAM'S	6/9/70	892598
FS Concepts, Inc.	SAM'S	10/27/92	1728332
FS Concepts, Inc.	SMOOTHEE	Application Pending	
FS Concepts, Inc.	TEAMMENTOR	10/20/98	2198140
FS Concepts, Inc.	THE ORIGINAL AMERICAN FAMILY HAIRCUTTERS	12/21/82	1221322
FS Concepts, Inc.	THE ORIGINAL FAMILY HAIRCUTTERS	3/26/85	1327500
FS Concepts, Inc.	YOU CAN AFFORD TO LOOK THIS GOOD	11/26/96	2019425

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
)ss:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, THAT FS CONCEPTS, INC., a Delaware corporation with its principal office at 1400 N. Kellogg Drive, Suite E, Anaheim, CA 92807 (hereinafter called "Assignor") hereby appoints and constitutes The Chase Manhattan Bank, a New York banking corporation, as agent (referred to herein as the "Assignee") for (i) the lenders (the "Lenders") named in Schedules 2.01(a) and 2.01(b) of the Credit Agreement dated as of the date hereof, among the Assignor and other Borrowers named therein, the guarantors named therein (the "Guarantors"), the Lenders and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) for itself as issuer of the Letters of Credit and party to the Rate Agreements, (hereinafter called "Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Assignor:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any

and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

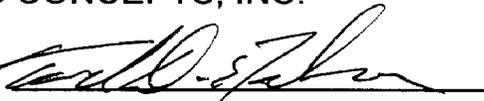
3. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.

This power of attorney is made pursuant to a Security Agreement and Mortgage - Trademarks and Patents, dated the date hereof, between Assignor and Assignee and takes effect solely for the purposes of paragraphs 3(d) and (e) thereof and is subject to the conditions thereof and may not be revoked until the payment in full of all "Secured Obligations" as defined in such Security Agreement and Mortgage.

Dated: May 18, 1999

[Corporate Seal]

FS CONCEPTS, INC.

By 

Name: TED D NELSON

Title: Chairman

