

03-17-2000



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OPR/FINANCE

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 Effective Date
Month Day Year
- ☐ Change of Name
- ☐ 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/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

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.)

☒ Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

03/16/2000 JSHABAZZ 00000168 75635007

01 FC:481
02 FC:482

40.00 OR
550.00 OR

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 (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, 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

TRADEMARK
REEL: 002035 FRAME: 0499

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)

Registration Number(s)

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 ☐

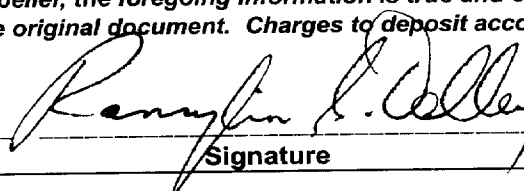
No ☐

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.

Rannylin S. Dalley

Name of Person Signing



Signature

01/20/00

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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

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

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

☐ Mark if additional numbers attached

Trademark Application Number(s)

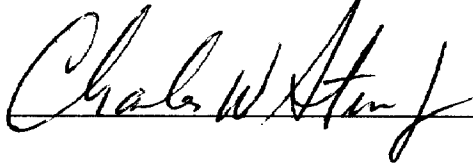
Registration Number(s)

1899300		
2167113		
2223337		
1937938		
1144560		
2048793		

IN WITNESS WHEREOF, Assignor has caused this Assignment to be
duly executed by its officer thereunto duly authorized as of the 10th day of
December, 1999.

HAWKINS PRO-CUTS, INC.

By:



Name: Charles W. Stevens

Title: Chief Financial Officer

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY -TRADEMARKSTRADEMARKS

Debtor	TRADEMARK	REG. DATE	REG. #
Hawkins Pro-Cuts, Inc.	CLEAR CHOICE (stylized)	04/15/97	2,051,761
Hawkins Pro-Cuts, Inc.	CLEAR CHOICE & Design	01/13/98	2,127,938
Hawkins Pro-Cuts, Inc.	CLEAR CHOICE	05/13/97	2,060,246
Hawkins Pro-Cuts, Inc.	PRO-CUTS	08/04/98	2,177,966
Hawkins Pro-Cuts, Inc.	PRO-KUT & Design	10/20/87	1,461,575
Hawkins Pro-Cuts, Inc.	PRO-PAY	06/16/98	2,165,388
Hawkins Pro-Cuts, Inc.	ALL PRO	11/2/99	2,290,216
Hawkins Pro-Cuts, Inc.	GO PRO!	07/28/98	2,177,509
Hawkins Pro-Cuts, Inc.	PRO-CUTS	11/28/95	1,937,937
Hawkins Pro-Cuts, Inc.	PRO-CUTS	06/13/95	1,899,300
Hawkins Pro-Cuts, Inc.	PRO CUTS PLUS SUPER SALON	06/23/98	2,167,113
Hawkins Pro-Cuts, Inc.	PRO CUTS THE OFFICIAL HAIRCARE COMPANY OF THE NEW MILLENNIUM	serial file date 2/03/99	*serial number 75/635,007
Hawkins Pro-Cuts, Inc.	PRO-CUTS THE OFFICIAL HAIRCARE COMPANY OF THE YEAR 2000	serial file date 02/03/98	*serial number 75/635,006
Hawkins Pro-Cuts, Inc.	PROFESSIONAL HAIR CARE FOR THE ENTIRE FAMILY	serial file date 09/17/98	*serial number 75/554,307
Hawkins Pro-Cuts, Inc.	PROFESSIONAL HAIR CUTTING FOR THE ENTIRE FAMILY	2/9/99	2,223,337

Debtor	TRADEMARK	REG. DATE	REG. #
Hawkins Pro-Cuts, Inc.	PRO-KUT	11/28/95	1,937,938
Hawkins Pro-Cuts, Inc.	WHAT A DIFFERENCE A PRO-KUT MAKES	serial file date 9/15/99	serial number 75/799,878
Hawkins Pro-Cuts, Inc.	PRO-PLUS	serial file date 09/24/98	serial number 75/558,686
Hawkins Pro-Cuts, Inc.	PRO SHOW	serial file date 7/29/99	serial number 75/763,180
Hawkins Pro-Cuts, Inc.	PRO CUT	9/22/94	serial number 75/577,222
Hawkins Pro-Cuts, Inc.	PRO KUT	12/23/80	1,144,560
Hawkins Pro-Cuts, Inc.	BIOLURE	4/1/97	2,048,793
Hawkins Pro-Cuts, Inc.	BIO-INTENSE	serial file date 8/1/96	serial number 75/143,355

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, HAWKINS PRO-CUTS, 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 May 25, 1999, as amended, among the Assignor and the other Borrowers named therein, the guarantors named therein, 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 as of May 25, 1999, as amended (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.