

06-15-2001

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

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇄ ⇄ ⇄ ▼



101752058

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BEAUTYFIRST, Inc. **6-8-01**

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 21, 2001

2. Name and address of receiving party(ies)

Name: EMPRISE BANK

Internal

Address: _____

Street Address: 257 N. Broadway

City: Wichita State: KS Zip: 67202

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Kansas

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

06-08-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #01

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/746,090

75/919,952

B. Trademark Registration No.(s)

2,268,609

2,405,690

2,432,958

2,423,450

1,763,461

1,738,817

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: JERRY DAVIS

Internal Address: EMPRISE BANK

Street Address: 257 N. Broadway

City: Wichita State: KS Zip: 67202

6. Total number of applications and registrations involved: _____

8

7. Total fee (37 CFR 3.41).....\$ 215.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Jerry B Davis
Name of Person Signing

Jerry B Davis
Signature

6/5/01
Date

Total number of pages including cover sheet, attachments, and document: **5**

06/15/2001 DBYRNE 00000028 75746090

01 FC:481
02 FC:482

40.00 OP
175.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002314 FRAME: 0797

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made effective as of the 6th day of June, 2001, by BEAUTYFIRST, INC., a Kansas corporation ("Grantor"), in favor of EMPRISE BANK, a Kansas banking corporation ("Lender").

RECITALS:

- A. Lender has made certain loans and advances to Grantor, including certain advances made to Grantor pursuant to that certain Loan Agreement dated April 15, 2001, as amended, by and between Grantor and Lender (the "Loan Agreement").
- B. To secure the due and punctual payment and performance of all indebtedness and obligations of Grantor to Lender, Grantor has executed and delivered to Lender, among other things, its Commercial Security Agreements (collectively, the "Security Agreements") dated April 30, 1998 and May 20, 1994, covering, among other things, all general intangibles of Grantor, including the trademarks, trade names, and other property described below.
- C. Pursuant to the Loan Agreement and as a condition precedent to extensions of credit and other financial accommodations to Grantor pursuant to the Loan Agreement, Lender has required that Grantor execute and deliver to Lender this Trademark Security Agreement to further evidence and perfect the security interest of Lender in the property described below.

NOW, THEREFORE, in order to induce Lender to continue the financial accommodations to Grantor provided for in the Loan Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants to Lender a security interest in all of the following property, whether now existing or hereafter created or acquired, to-wit:

All trademarks, trade names, corporate names, company names, business names, fictitious names, elements of package or trade dress, and all other general intangibles of like nature (whether owned by Grantor or used pursuant to any agreement or license), together with all of the goodwill of Grantor's business connected with the use of and symbolized by each and all of the foregoing, including, without limitation, all trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Exhibit A hereto, and all goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application,

together with all products and proceeds of the foregoing, including any claim against third parties for any past, present or future infringement of or injury to any of the foregoing.


This Trademark Security Agreement shall secure the payment and performance of all debts, liabilities and obligations of Grantor to Lender, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter at any time arising, including, without limitation, any obligation arising in connection with the Loan Agreement and all obligations secured by the Security Agreements.

This Trademark Security Agreement is granted to further evidence and perfect the liens and security interest created by the Security Agreements, and all rights and remedies herein shall be deemed cumulative with and not in lieu of the rights and remedies contained in the Security Agreements. The terms and provisions of the Security Agreements are expressly incorporated in this Trademark Security Agreement by reference.

This Agreement shall inure to the benefit of Lender and its successors and assigns and bind Grantor and its successors and assigns.


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed as of the day first above written.

BEAUTYFIRST, INC.

By: 
Name: Patrick L. Neville
Title: President

ACKNOWLEDGED:

EMPRISE BANK

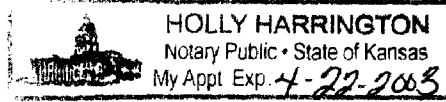
By: 
Name: Jerry R. Davis
Title: S.V.P.

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on this 6th day of ~~May~~ June, 2001, by Patrick Neville as President for and on behalf of BEAUTYFIRST, INC., a Kansas corporation.

Holly Harrington
Notary Public

My appointment expires 4-22-2003

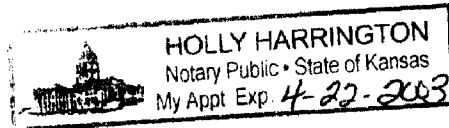


STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on this 6th day of ~~May~~ June, 2001, by Jerry Davis as Sr. Vice President for and on behalf of EMPRISE BANK, a Kansas banking corporation.

Holly Harrington
Notary Public

My appointment expires 4-22-2003



**EXHIBIT A TO TRADEMARK SECURITY AGREEMENT
BY AND BETWEEN
BEAUTYFIRST, INC. and EMPRISE BANK**

TRADEMARK REGISTRATIONS

Mark	Country	Registration No.	Registration Date
BEAUTYFIRST	USA	2,268,609	August 10, 1999
EXPERIEN ONE	USA	2,432,958	March 6, 2001
BGMG (Class 003)	USA	2,405,690	November 21, 2000
BGMG (Class 021)	USA	2,423,450	January 23, 2001
BEAUTY WAREHOUSE	USA	1,763,461	April 6, 1993
HAIR ZONE	USA	1,738,817	December 8, 1992

TRADEMARK APPLICATIONS

Mark	Country	Application No.	Date of Filing
MIMIC	USA	75/746,090	July 8, 1999
URBAN ESSENTIALS	USA	75/919,952	February 16, 2000

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- C. Pursuant to the Loan Agreement and as a condition precedent to extensions of credit and other financial accommodations to Grantor pursuant to the Loan Agreement, Lender has required that Grantor execute and deliver to Lender this Trademark Security Agreement to further evidence and perfect the security interest of Lender in the property described below.

NOW, THEREFORE, in order to induce Lender to continue the financial accommodations to Grantor provided for in the Loan Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants to Lender a security interest in all of the following property, whether now existing or hereafter created or acquired, to-wit:

All trademarks, trade names, corporate names, company names, business names, fictitious names, elements of package or trade dress, and all other general intangibles of like nature (whether owned by Grantor or used pursuant to any agreement or license), together with all of the goodwill of Grantor's business connected with the use of and symbolized by each and all of the foregoing, including, without limitation, all trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Exhibit A hereto, and all goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application,

together with all products and proceeds of the foregoing, including any claim against third parties for any past, present or future infringement of or injury to any of the foregoing.


This Trademark Security Agreement shall secure the payment and performance of all debts, liabilities and obligations of Grantor to Lender, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter at any time arising, including, without limitation, any obligation arising in connection with the Loan Agreement and all obligations secured by the Security Agreements.

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BEAUTYFIRST, INC.

By: 
Name: PATRICK L. NEVILLE
Title: PRESIDENT

ACKNOWLEDGED:

EMPRISE BANK

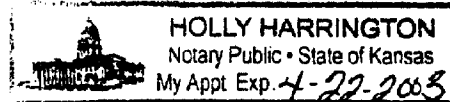
By: 
Name: JERRY R. DAVIS
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