



**CONTINUATION OF  
RECORDATION FORM COVER SHEET**

**Additional Names of Receiving Parties:**

RPC Acquisition Corp.  
7201 Metro Boulevard  
Minneapolis, MN 55439-2103

(X) Other Minnesota corporation

## Assignment of Servicemarks and Trademarks

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 9th day of May, 2003, by Opal Concepts, Inc., a California corporation, Jose Eber Salons, Inc, a Delaware corporation, Jose Eber of South Coast Plaza, Inc., a California corporation, Jose Eber of White Plains, Inc., a Nevada corporation, Jose Eber of Dallas, Inc. a Texas corporation, Jose Eber - Las Vegas, Inc., a Nevada corporation, Jose Eber of Palm Desert, Inc., a California corporation, Jose Eber of Beverly Hills, Inc., a California corporation, PC Salons, Inc. a California corporation, AHF Salons, Inc., a Delaware corporation, Carlton Hair International, Inc., a California corporation, Carlton Hair California, Inc., a California corporation, Carlton Hair Downtown, Inc., a California corporation, Carlton Hair, San Francisco, Inc., a California corporation, Linear Hair Brea Salon, Inc., a California corporation, Haircuts Plus, Inc., a Utah corporation, SI Acquisition Corp., a Delaware corporation, Midwest Beauty Limited Partnership (HBS), a Delaware limited partnership, Stewarts School of Hairstyling, Inc., a Delaware corporation, Pro-Cuts Franchise Corp., a Delaware corporation (collectively "Assignor"), to Regis Corporation, a Minnesota corporation and RPC Acquisition Corp., a Minnesota corporation (collectively "Assignee").

### RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of April 4, 2003 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").


NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to the principles of conflicts of laws thereof.

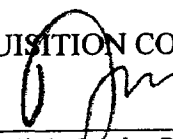
IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

ASSIGNEE:

REGIS CORPORATION

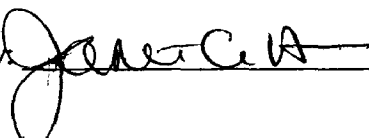
By:   
Paul D. Finkelstein, President

RPC ACQUISITION CORP.

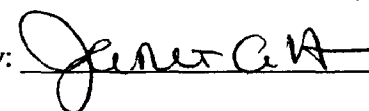
By:   
Paul D. Finkelstein, President

ASSIGNOR:


OPAL CONCEPTS, INC.

By: 

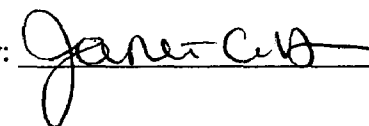
Seller: JOSE EBER SALONS, INC.

By: 

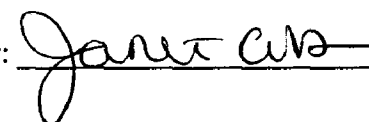
JOSE EBER OF SOUTH COAST  
PLAZA, INC.

By: 

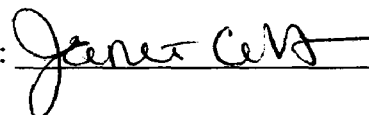
JOSE EBER OF DALLAS, INC.

By: 

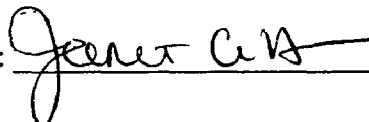
JOSE EBER OF PALM DESERT, INC.

By: 

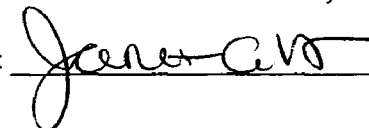
JOSE EBER OF BEVERLY HILLS, INC.

By: 

JOSE EBER OF WHITE PLAINS, INC.

By: 

JOSE EBER - LAS VEGAS, INC.

By: 

PC SALONS, INC. (PC)

By: Janet C. W.

AHF SALONS, INC.

By: Janet C. W.

CARLTON HAIR INTERNATIONAL, INC.

By: Janet C. W.

CARLTON HAIR CALIFORNIA, INC.

By: Janet C. W.

CARLTON HAIR DOWNTOWN, INC.

By: Janet C. W.

CARLTON HAIR, SAN FRANCISCO, INC.

By: Janet C. W.

LINEAR HAIR BREA SALON, INC.

By: Janet C. W.

HAIRCUTS PLUS, INC.

By: Janet C. W.

SI ACQUISITION CORP.

By: Janet C. W.

MIDWEST BEAUTY LIMITED PARTNERSHIP  
(HBS)

By: Janet C. W.

STEWARTS SCHOOL OF  
HAIRSTYLING, INC.

By: Janet C. W.

PRO-CUTS FRANCHISE CORP.

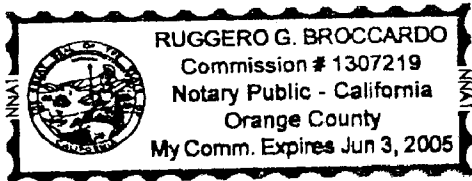
By: Janet C. W.

State of ) California  
          ) Orange ss.:  
County of )

On this 9th day of May, 2003, before me, Ruggero Broccardo, personally appeared Janet Harmon  
Trans/Janet of Orange, personally known to me (or proved to me on the basis of satisfactory evidence) to be the IP # 60960  
person whose name is subscribed to the within instrument and acknowledged to me that he  
executed the same in his authorized capacity and that by his signature on the instrument the person,  
or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public [Signature]



## SCHEDULE A

<u>ENTITY</u>	<u>TRADEMARK</u>	<u>REG. DATE</u>	<u>REG. #</u>
Midwest Beauty Limited Partnership	STEWART	7/24/90	1607737
Midwest Beauty Limited Partnership	HAIR EXPRESS	3/25/86	1387810
Midwest Beauty Limited Partnership	HAIR BY STEWARTS AND DESIGN	6/30/92	1698185
Midwest Beauty Limited Partnership	HAIR BY STEWARTS STYLIZED LETTERS	12/27/83	1262701
Opal Concepts, Inc.	ESSENCE OF OPAL	Application Pending	
American Hair Force	AMERICAN HAIR FORCE AND DESIGN	Application Pending	
Hawkins Pro-Cuts, Inc.	ALL-PRO	11/2/99	2290216
Hawkins Pro-Cuts, Inc.	CLEAR CHOICE	4/15/97	2051761
Hawkins Pro-Cuts, Inc.	CLEAR CHOICE & DESIGN	1/13/98	2127938
Hawkins Pro-Cuts, Inc.	CLEAR CHOICE	5/13/97	2060246
Carlton Hair Int'l	HAIR HEALTH BEAUTY PROFESSIONAL AND DESIGN	7/20/99	2263541
Carlton Hair Int'l	OUT OF AFRICA	Application Pending	
Carlton Hair Int'l	CARLTON HAIR INTERNATIONAL	Application Pending	
Carlton Hair Int'l	HHB HAIR CARE	Application Pending	
Carlton Hair Int'l	SUPER BELISSIMO	Application Pending	

<b>ENTITY</b>	<b>TRADEMARK</b>	<b>REG. DATE</b>	<b>REG. #</b>
Carlton Hair Int'l	BELISSIMO	Application Pending	
Hawkins Pro-Cuts, Inc.	PRO-PLUS	Application Pending	
Hawkins Pro-Cuts, Inc.	PROFESSIONAL HAIR CARE FOR THE ENTIRE FAMILY	Application Pending	
Hawkins Pro-Cuts, Inc.	PRO-CUTS THE OFFICIAL HAIRCARE COMPANY OF THE YEAR 2000	Application Pending	
Biolure, Inc.	BIO-INTENSE	Application Pending	
Hawkins Pro-Cuts, Inc.	PRO-CUTS	8/4/98	2177966
Hawkins Pro-Cuts, Inc.	PRO-PAY	6/16/98	2165388
Hawkins Pro-Cuts, Inc.	PRO-KUT AND DESIGN	10/20/87	1461575
Hawkins Pro-Cuts, Inc.	GO PRO!	7/28/98	2177509
Hawkins Pro-Cuts, Inc.	PRO-CUTS	9/17/96	2000483
Hawkins Pro-Cuts, Inc.	PRO-CUTS PLUS SUPER SALON	7/23/98	2167113
Hawkins Pro-Cuts, Inc.	PROFESSIONAL HAIR CUTTING FOR THE ENTIRE FAMILY	2/9/99	2223337
Hawkins Pro-Cuts, Inc.	PRO-KUTS PLUS SUPER SALON	6/23/98	2167114
Hawkins Pro-Cuts, Inc.	PRO-CUTS THE OFFICIAL HAIRCARE COMPANY OF THE NEW MILLENNIUM	Application Pending	
Hawkins Pro-Cuts, Inc.	PRO CUTS	11/28/95	1937937
Hawkins Pro-Cuts, Inc.	PRO-KUT AND DESIGN	12/23/80	1144560
Hawkins Pro-Cuts, Inc.	PRO-KUT	11/28/95	1937938
Hawkins Pro-Cuts, Inc.	PRO-CUTS AND DESIGN	6/13/95	1899300



<b>ENTITY</b>	<b>TRADEMARK</b>	<b>REG. DATE</b>	<b>REG. #</b>
José Eber Salons, Inc.(1)	JEMS COLORS	Application Pending	
José Eber Salons, Inc.(1)	"J" DESIGN	Application Pending	
José Eber Salons, Inc.(1)	BIOLURE AND DESIGN	Application Pending	
José Eber Salons, Inc.(1)	BEAUTY RECOGNIZED	11/19/91	1665394
José Eber Salons, Inc.(1)	JOSÉ EBER ATELIER	10/6/98	2193903
José Eber Salons, Inc.(1)	JOSÉ EBER	12/1/92	1735953
José Eber Salons, Inc.(1)	JOSÉ EBER AND DESIGN	6/14/88	1491812
José Eber Salons, Inc.(1)	JOSÉ EBER	6/2/98	2162175
José Eber Salons, Inc.(1)	BIOLURE AND DESIGN	4/1/97	2048793
José Eber Salons, Inc.(1)	I DON'T MAKE WOMEN BEAUTIFUL, I SHOW THEM THEY ALREADY ARE	8/4/92	1705731
Hawkins Pro-Cuts, Inc.	PRO SHOW	Application Pending	
Hawkins Pro-Cuts, Inc.	WHAT A DIFFERENCE A PRO-CUT MAKES	Application Pending	

(1) Licensed by José Eber Salons, Inc. from Jose Eber, individually, pursuant to that certain Amended and Restated Royalty Agreement dated October 14, 1999.

**International Trademarks**

<b>ENTITY</b>	<b>TRADEMARK</b>	<b>REG. DATE</b>	<b>REG. #</b>	<b>COUNTRY</b>
Hawkins Pro-Cuts, Inc.	PRO-PAY	Application Pending		Canada
Hawkins Pro-Cuts, Inc.	PRO-CUTS PLUS SUPER SALON	3/12/97	TMA472555	Canada
Hawkins Pro-Cuts, Inc.	PRO-CUTS	3/12/97	TMA472423	Canada
Hawkins Pro-Cuts, Inc.	PRO-CUTS	Published		European Community
FS Concepts, Inc.	LOGO DESIGN	10/5/90	109140	Finland
FS Concepts, Inc.	FANTASTIC SAM'S	2/24/88	1451389	France
Hawkins Pro-Cuts, Inc.	PRO-CUTS	10/28/94	478135	Mexico
Hawkins Pro-Cuts, Inc.	PRO-PAY	8/29/97	557087	Mexico
Hawkins Pro-Cuts, Inc.	PRO-CUTS PLUS SUPER SALON	3/26/96	519535	Mexico
Hawkins Pro-Cuts, Inc.	PRO-PAY	7/12/96	525691	Mexico