

12-03-2003

Form PTO 1594  
5-29-03 (modified)



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

102613960

To the Honorable Commissioner of Patents and Trademarks and original documents or copy thereof.

1. Name of conveying party(ies):

Carlton Hair International, Inc.

12-1-03

- Individual(s)       Association
- General Partnership     Limited Partnership
- Other California corporation

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

3. Nature of conveyance:

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

Execution Date: May 9, 2003

2. Name and address of receiving party(ies)

Name: Regis Corporation

Internal Address: \_\_\_\_\_

Street Address: 7201 Metro Boulevard

City: Minneapolis      State: MN      ZIP 55439-2103

- Individual Citizenship \_\_\_\_\_
- Association, State \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Other Minnesota corporation

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

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

A. Trademark Application Number(s):

B. Trademark Registration Number(s):  
2,263,541; 2,436,343

Additional numbers attached? Yes  No

RECEIVED  
DEC - 1 PM 2:48  
OPR/FINANCE

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

Name: Malcolm L. Moore

Internal Address: MOORE, HANSEN & SUMNER

Street Address: 2900 Wells Fargo Center

90 South Seventh Street

City: Minneapolis      State: MN      ZIP 55402

6. Total number of applications and registrations involved: (2)

7. Total fee (37 CFR 3.41):      \$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

13-4300

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

12/02/2003 LNUELLER 00000109 2263541

01 FC:8521      40.00 OP  
02 FC:8522      25.00 OP

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.

Malcolm L. Moore

Name of Person Signing

Malcolm L. Moore  
Signature

November 26, 2003

Date

Total number of pages including cover sheet, attachments, and documents ( 10 )

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office,  
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 002872 FRAME: 0146

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.

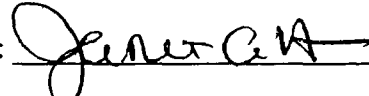
By:   
Paul D. Finkelstein, President

ASSIGNOR:

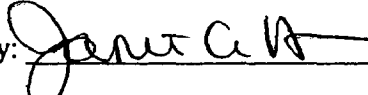
OPAL CONCEPTS, INC.

By: 

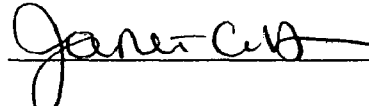
Seller: JOSE EBER SALONS, INC.

By: 


JOSE EBER OF SOUTH COAST  
PLAZA, INC.

By: 

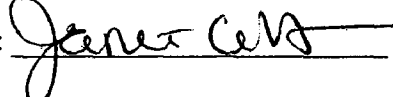
JOSE EBER OF DALLAS, INC.

By: 

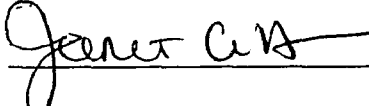
JOSE EBER OF PALM DESERT, INC.

By: 

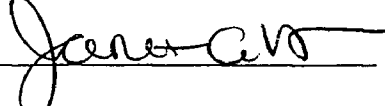
JOSE EBER OF BEVERLY HILLS, INC.

By: 

JOSE EBER OF WHITE PLAINS, INC.

By: 

JOSE EBER - LAS VEGAS, INC.

By: 

PC SALONS, INC. (PC)

By: Janet C. V.

AHF SALONS, INC.

By: Janet C. V.

CARLTON HAIR INTERNATIONAL, INC.

By: Janet C. V.

CARLTON HAIR CALIFORNIA, INC.

By: Janet C. V.

CARLTON HAIR DOWNTOWN, INC.

By: Janet C. V.

CARLTON HAIR, SAN FRANCISCO, INC.

By: Janet C. V.

LINEAR HAIR BREA SALON, INC.

By: Janet C. V.

HAIRCUTS PLUS, INC.

By: Janet C. V.

SI ACQUISITION CORP.

By: Janet C. V.

MIDWEST BEAUTY LIMITED PARTNERSHIP  
(HBS)

By: Janet C. V.

STEWARTS SCHOOL OF  
HAIRSTYLING, INC.

By: Janet Cui

PRO-CUTS FRANCHISE CORP.

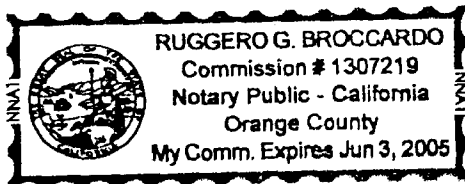
By: Janet Cui

State of ) California  
          ) <sup>ss.:</sup>  
County of ) Orange

On this 9<sup>th</sup> day of May, 2003, before me, Ruggero Broccardo, personally appeared Janet Harmon  
TRAINER/ANAL of ANA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the PP#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.

Ruggero Broccardo  
Notary Public



SCHEDULE A

| ENTITY                             | TRADEMARK                                  | REG. DATE           | REG. #    |
|------------------------------------|--|---------------------|-----------|
| 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 | 2 436 343 |
| 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<br>Pending |               |
| Hawkins Pro-Cuts, Inc. | PRO-PLUS   | Application<br>Pending |               |
| Hawkins Pro-Cuts, Inc. | PROFESSIONAL HAIR CARE<br>FOR THE ENTIRE FAMILY                    | Application<br>Pending |               |
| Hawkins Pro-Cuts, Inc. | PRO-CUTS THE OFFICIAL<br>HAIRCARE COMPANY OF THE<br>YEAR 2000      | Application<br>Pending |               |
| Biolure, Inc.          | BIO-INTENSE  | Application<br>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<br>CUTTING FOR THE ENTIRE<br>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<br>HAIRCARE COMPANY OF THE<br>NEW MILLENNIUM | Application<br>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       |



| <u>ENTITY</u>             | <u>TRADEMARK</u>   | <u>REG. DATE</u>    | <u>REG. #</u> |
|---------------------------|--|---------------------|---------------|
| 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             |