

12/22/03

12-29-2003

Form PTO 1594
5-29-03 (modified)



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

To the Honorable Commissioner of Patents, please record the attached original documents or copy thereof.

102633525

1. Name of conveying party(ies) **FINANCE SECTION**
 Regis Inc.
 7201 Metro Boulevard
 Minneapolis, MN 55439
 Individual(s) Association
 General Partnership Limited Partnership
 Other Minnesota corporation
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Andis Company
 Internal Address: _____
 Street Address: 1800 Renaissance Boulevard
 City: Stutevant State: WI ZIP 53177
 Individual Citizenship _____
 Association, State _____
 General Partnership _____
 Limited Partnership _____
 Other Wisconsin 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: December 17, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application Number(s):
75/907,409
 B. Trademark Registration Number(s):

 Additional numbers attached? Yes No

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: (1)
 7. Total fee (37 CFR 3.41): \$ 40.00
 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)

12/24/2003 ECDOPER 00000113 75907409
01 FC:8521 40.00 DP

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 [Signature] December 17, 2003
 Name of Person Signing Signature Date
 Total number of pages including cover sheet, attachments, and documents (8)

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: 002886 FRAME: 0283

ASSIGNMENT OF APPLICATION FOR REGISTRATION OF A MARK

WHEREAS, Regis Inc., a Minnesota corporation of 7201 Metro Boulevard, Minneapolis, Minnesota 55439 (hereinafter "Assignor"), has adopted and is using the trademark STYLIN (the Mark) for which Assignor has filed an application in the United States Patent and Trademark Office for registration, Serial No. 75/907,409; and

WHEREAS, Andis Company, a Wisconsin corporation of 1800 Renaissance Boulevard, Stoughton, Wisconsin 53177 (hereinafter "Assignee"), is desirous of acquiring said Mark;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to said Mark, together with the goodwill of the business symbolized by the Mark and the above-identified application for registration of said mark

It is understood and agreed by Regis Inc. and Andis Company that Andis Company will grant back to Regis Inc. a license to use the Mark in the form attached hereto as Exhibit A.

The Commissioner for Trademarks is requested to issue the certificate of registration to Assignee.

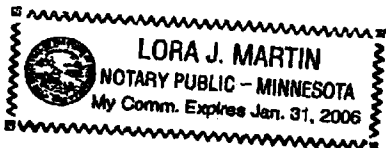
REGIS INC.

By: [Signature]
Eric A. Bakken
Its: Vice President, Law

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Signed and sworn to before me this 16th day of December, 2003.

[Signature]
Notary Public
My commission expires: Jan 31, 2006



ANDIS COMPANY

By: Frederick A. Koeller
Frederick A. Koeller
(Its Vice President of Marketing

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Signed and sworn to before me this 17 day of December, 2003.

Grace Solti
Notary Public
My commission expires: 11-11-07

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement ("License Agreement") is entered into this ___ day of December, 2003 ("Effective Date") by and between Andis Company, a corporation organized under the laws of Wisconsin, having its principal place of business at 1800 Renaissance Boulevard, Sturtevant, Wisconsin 53177 ("Licensor"), and Regis Inc., a corporation organized under the laws of Minnesota and having its principal place of business at 7201 Metro Boulevard, Minneapolis, Minnesota 55439, and its Related Companies ("hereinafter jointly referred to as Licensee").

WHEREAS, Licensor is the owner by assignment of the trademark STYLING, and pending Trademark Application Serial No. 75/907,409 therefor ("Licensed Mark");

WHEREAS, Licensee desires to obtain a license to use the Licensed Mark on and in connection with specified goods in specified channels of distribution and on specified terms and conditions; and

WHEREAS, Licensor is willing to grant such a license to Licensee.

NOW, THEREFORE, in consideration of the promises and the mutual promises and obligations set forth herein, the parties agree as follows:

1. **Definitions.** The following terms shall have the following meanings:
 - a. "Effective Date" means the date set forth above.
 - b. "Channels of Distribution" means retail stores or salons owned, operated, franchised or otherwise controlled by Licensee or a Related Company.
 - c. "Goods" means hair brushes and combs and such other goods and services as Licensor may approve from time to time in writing during the Term.
 - d. "Licensed Mark" means the trademark STYLING and such other marks as Licensor may authorize Licensee to use from time to time during the Term.
 - e. "Licensed Goods" means Goods on and in connection with which the Licensed Marks are used.
 - f. "Related Company(ies)" means Regis Corporation and any wholly-owned subsidiary of Regis Inc. and/or Regis Corporation, including but not limited to Trade Secret, Inc. and Supercuts, Inc.
 - g. "Term" shall have the meaning set forth in paragraph 3 of this Agreement.
 - h. "Territory" means the United States.

2. **Grant.** Licensor hereby grants to Licensee an exclusive, royalty-free, nontransferable license to use the Licensed Mark on and in connection with the Goods sold in the Channels of Distribution in the Territory. Licensee may, from time to time, submit to Licensor in writing additional goods or services it wishes to be included in the license grant, and if Licensor approves, such merchandise or materials shall be added to the definition of "Goods" but only by a written amendment to this Agreement. Any rights not expressly granted to Licensee hereunder are expressly reserved to Licensor, including Licensor's right to use the Licensed Mark in connection with any goods or services other than

the Licensed Goods.

3. **Term.** This Agreement shall be effective beginning on the Effective Date and shall be perpetual, unless sooner terminated in accordance with its terms.

4. **Quality Control.**

A. Licensee warrants that the Licensed Goods shall conform to the standards of material and workmanship generally accepted in the trade and that the Licensed Goods shall at all times bear the markings required in paragraph 4(B) below. Licensee shall ensure that the Licensed Goods comply with said standards at all times during the Term. Upon its execution of this Agreement, Licensee shall submit a sample of each Licensed Good to Licensor for verification of compliance with this paragraph 4, and thereafter Licensor shall have the right to request such samples periodically, but not more frequently than once a year.

B. Licensee shall place on all Licensed Goods produced subsequent to the Effective Date and on packaging and promotional materials therefor the following: "STYLINE™ is a trademark of Andis Company and is used under license". Once the Licensed Mark is registered with the United States Patent and Trademark Office, Licensee shall change the above notice on all packaging and promotional materials produced thereafter to "STYLINE® is a registered trademark of Andis Company and is used under license".

5. **Compliance.** Licensee represents and warrants that all Licensed Goods shall at all times comply with all applicable federal, state, international, and local laws and regulations.

6. **Indemnification.** Licensee shall defend, indemnify and hold harmless Licensor and its respective affiliates, officers, directors, employees, agents, successors, and assigns ("Indemnitees") from any and all losses, costs, liabilities, damages, claims, and expenses of every kind and description, including reasonable attorney fees, arising from or out of Licensee's manufacture, sale, distribution, dissemination, advertising, or possession of Licensed Goods; any use of the Licensed Goods by anyone; or any alleged act or omission of Licensee relating to unfair or fraudulent advertising claims, warranty claims, and product defect or liability claims (collectively "Claims"). Licensee shall not settle or otherwise compromise any Claims without Licensor's prior written consent, which shall not be unreasonably withheld. Licensor shall have the option to assume the defense of any Claims and to hire counsel of its choice, at its expense. Licensee shall give immediate notice to Licensor of any occurrence which might reasonably be expected to result in any Claim against any Indemnitee. All of Licensee's and Licensor's indemnification obligations hereunder shall survive the expiration or termination of this Agreement. Licensor shall defend, indemnify and hold harmless Licensee and its respective affiliates, officers, directors, employees, agents, successors, and assigns ("Indemnitees") from any and all losses, costs, liabilities, damages, claims and expenses of every kind and description, including reasonable attorney fees, arising from or out of any third party Claims that the Licensed Mark infringes any third party trademark rights.

7. **Insurance.** During the Term Licensee shall maintain, at its expense, commercial general liability insurance, including broad form coverage for contractual liability, products liability and personal injury (including bodily injury and death), waiving subrogation, with coverage equal to or in excess of the Policy Limit, issued by an insurer with a Best's Key Rating of A or better. Such insurance shall be in form and substance acceptable to

Licensors and shall include coverage for any and all Claims arising from or out of any alleged defects in or the use or misuse of the Licensed Goods. Said policy shall name Indemnitees as additional insureds and shall provide that it may not be canceled or materially altered without at least thirty (30) days prior written notice to Licensor. Within thirty (30) days of the Effective Date, Licensee shall provide Licensor with a certificate of insurance evidencing Licensee's compliance with this section 7.

8. Ownership.

A. This Agreement is personal to Licensee and may not be assigned, sublicensed, mortgaged, encumbered, or otherwise transferred, in whole or in part, by Licensee without Licensor's prior written consent.

B. Licensee shall provide Licensor with prompt notice of its knowledge of any apparent infringement of the Licensed Mark other than as provided herein or any attempted use of any mark confusingly similar to, or a colorable imitation of, the Licensed Mark of which it becomes aware.

C. Licensee acknowledges Licensor's exclusive right, title, and interest in and to the Licensed Mark in the Territory and acknowledges that nothing herein shall be construed to grant to Licensee any rights in the Licensed Mark except as otherwise expressly provided herein. Licensee acknowledges that its use of the Licensed Mark in the Territory hereunder will not and does not create in it any right, title, or interest in the Licensed Mark other than as provided herein, and Licensee shall not do any act which would be in contravention of Licensor's rights in the Licensed Mark.

9. Protection and Enforcement of Rights.

A. Licensee shall promptly notify Licensor of any infringements of the Licensed Mark which come to Licensee's attention. Licensor shall decide, at its sole discretion, what action, if any, to take with respect to such infringement and any other infringements of the Licensed Mark and shall bear the cost thereof and shall have the right to control the action, including all decisions relating to choice of counsel and strategy, it being Licensor's intention to vigorously defend and enforce its rights in the Licensed Mark.

B. Should Licensor decide not to take action against an infringing party and Licensee desires to take action, Licensee may do so in its and Licensor's name at its own expense; provided, however, that Licensor shall have the right to participate in decisions with respect to such action that may affect Licensor's rights in the Licensed Mark.

10. Default and Termination.

A. Events of Default.

Licensee shall be in default hereunder in the event that it:

- (a) becomes insolvent or files for bankruptcy, or discontinues operations;
- (b) fails to distribute the Licensed Goods for a period of twelve (12) months or longer;
- (c) at any time abandons use of the Licensed Mark;

- (d) fails to comply with the quality control or compliance requirements of Sections 4 or 5;
- (e) fails to comply with the provisions of Sections 7 or 8; or
- (f) materially breaches any other provision of this Agreement.

B. Termination.

Licensor may terminate this Agreement by written notice to Licensee should Licensee commit an Act of Default which is not cured within sixty (60) days of notice thereof. Licensee stipulates that the remedy at law for Licensor for any Act of Default, shall be inadequate and that Licensor shall be entitled to injunctive relief, forfeiture of the Licensed Goods, specific performance, or other such equitable relief as is necessary to protect its rights.

C. Effect of Termination.

Upon termination of this Agreement, Licensee shall immediately discontinue all use of the Licensed Mark, provided, however, that Licensee shall have twelve (12) months to exhaust their existing inventory of Licensed Goods, packaging, advertising and promotional materials bearing the mark.

11. Notices.

A. Licensee shall notify Licensor of any and all complaints from customers, consumers, or any state or government agency with regard to the Licensed Goods, shall keep accurate records with regard thereto, and shall furnish copies thereof to Licensor. Licensee also shall promptly notify Licensor of any and all lawsuits brought or other claims advanced which involve the Licensed Goods or the Licensed Mark.

B. Licensee shall promptly notify Licensor of any third-party names, package designs, labels, or configurations that come to its attention which are the same as or confusingly similar to the Licensed Mark.

C. Any notice, request, or communication required under this Agreement shall be delivered by U.S. postage prepaid and addressed to the addresses as above-stated.

12. Interpretation of Agreement. This Agreement shall be construed in accordance with and governed by the internal laws, but not the laws of conflicts, of the State of Wisconsin.

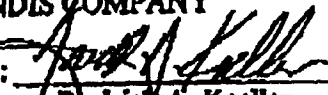
13. Complete Agreement. This Agreement constitutes the complete agreement between the parties with respect to the subject matter hereof and supersedes any and all previous agreements, oral or written, that may have been made between the parties or acquired by the parties. This Agreement may be amended only in writing by an agreement duly executed by the parties hereto.

14. Enforceability. The parties through this Agreement do not intend to violate public policy, any statutory or common laws, or any rules, regulations, or decisions of any local, state, or federal court, or any government or agency thereof. If any provision of this Agreement is found by a court of competent jurisdiction to be at variance therefrom, the provision shall be interpreted so to render it enforceable within the purposes of this Agreement, or, if found to be in violation thereof, the provision

will be excluded, and the remainder of this Agreement shall remain enforceable and binding upon the parties hereto.

15. Survivorship. The provisions of Sections 1, 6, 10C, 11, 12, 13 and 14 shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date above given.

ANDIS COMPANY
By: 
Name: Frederick A. Koeller
Title: Vice President of Marketing

REGIS INC.
By: _____
Name: Eric A. Bakken
Title: Vice President, Law