

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
 The Provident Bank

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

Citizenship (see guidelines) Ohio corporation
 Execution Date(s) November 4, 2003
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No

Name: LINC Acquisition, LLC
 Internal
 Address: _____
 Street Address: 3300 South Parker Road #500
 City: Aurora
 State: CO
 Country: USA Zip: 80014

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Limited Liability Company Citizenship Delaware corp.

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 1685709 - Beautyco

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See attached

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: Republic Financial Corporation
 Internal Address: Legal Department
 Street Address: 3300 South Parker Road #500
 City: Aurora
 State: CO Zip: 80014
 Phone Number: (303) 751-3501
 Fax Number: (303) 751-1459
 Email Address: ghillhouse@republic-financial.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: Gini M. Hillhouse July 13, 2004
 Signature Date
Gini M. Hillhouse
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**RECORDATION COVER SHEET PAGE 2
SECTION 4 CONTINUED**

Registration Number

1899510 (SN 74118955)

1895522 (SN 74118954)

Trademark

John Dustin

Salon Productions

Registration Number

2847592 (SN 75443562)

Service Mark

Beautyplex

Serial Number

75179599

Trademark

Generix

Form PTO-1594 (Rev. 6-93)



RF



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12-15-2003

EET

U.S. Department of Commerce Patent and Trademark Office

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TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF

1. Name of conveying party(ies):

The Provident Bank

- Individual(s)
 - Association
 - General Partnership
 - Limited Partnership
 - Corporation-Ohio
 - Other _____
- Additional name(s) of conveying party(ies) attached? yes no

2. Name and address of receiving party(ies):

Name: LINC Acquisition One, LLC

Street Address: 3300 South Parker Road, 5th Floor

City: Aurora State: CO Zip: 80014

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Limited Liability Company _____

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

(Designation 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: 11/23/03

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

B. Trademark Registration No.(s): Beautyco Reg. No. 1685709

Additional numbers attached? yes no

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____
(Attached 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.

John S. Fronduti

Name of Person Signing

Signature

November 4, 2003
Date: October 31, 2003

12/12/2003 EDI/PER 00000028 1685709

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 2

01 FC:8521
02 FC:2

40.00 DP

150.00 DP

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") dated as of November 8, 2003 is made between The Provident Bank ("Assignor") and LINC Acquisition One, LLC ("Assignee").

RECITALS

A. Assignor is party to the Credit Agreement dated as of January 9, 1998 (as amended, modified, supplemented, restated, or renewed from time to time, the "Credit Agreement"), among BEAUTYCO, INC., successor to Beautyco Acquisition Corp., ("Borrower"), The Provident Bank, as Agent for the Lenders, and the financial institutions named therein (the "Lenders"). Capitalized terms used in this Agreement without definition have the meanings specified in the Credit Agreement.

B. Pursuant to the Credit Agreement, Assignor has committed to make Revolving Credit Loans to the Borrower in an aggregate amount not to exceed [REDACTED], has made Term A Loans to Borrower in the aggregate amount of [REDACTED] and has made Term B Loans to Borrower in the aggregate amount of [REDACTED] (the "Credit Commitment"); and

C. Assignor has made certain Revolving Loans to the Borrower under the Credit Agreement (the "Outstanding Revolving Loans"); and

D. Assignor wishes to assign to Assignee all rights and obligations of Assignor under the Credit Agreement in respect of the Credit Commitment, together with each of the Outstanding Revolving Loans (the "Assigned Amount") on the terms and subject to the conditions set forth herein, and Assignee wishes to accept assignment of such rights and to assume such obligations from Assignor on such terms and subject to such conditions;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the parties hereto agree as follows:

1. Assignment and Acceptance.

(a) Subject to the terms and conditions of this Agreement, (i) Assignor hereby sells, transfers and assigns to Assignee, and (ii) Assignee hereby purchases, assumes and undertakes from Assignor, without recourse and without representation or warranty (except as provided in this Agreement) 100% (the "Assignee's Percentage Share") of (A) the Credit Commitment and the Outstanding Revolving Loans of Assignor and (B) all related rights, benefits, obligations, liabilities and indemnities of Assignor under and in connection with the Credit Agreement and the Loan Documents.

(b) With effect on and after the Effective Date (as defined in Section 5), Assignee shall be a party to the Credit Agreement and succeed to all of the rights and be obligated to perform all of the obligations of a Lender under the Credit Agreement with a Credit Commitment in an amount equal to the Assigned Amount. Assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement

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are required to be performed by it as a Lender. It is the intent of the parties hereto that the commitment of Assignor shall, as of the Effective Date, be reduced by an amount equal to the Assigned Amount and Assignor shall relinquish its rights and be released from its obligations under the Credit Agreement to the extent such obligations have been assumed by Assignee.

(c) After giving effect to the assignment and assumption, on the Effective Date Assignee's Credit Commitment will be [REDACTED].

(d) After giving effect to the assignment and assumption, on the Effective Date Assignor's Credit Commitment will be [REDACTED].

2. Payments.

As consideration for the sale, assignment and transfer contemplated in Section 1, Assignee shall pay to Assignor on the Effective Date in immediately available funds an amount equal to the portion of the "Purchase Price" allowable to the rights assigned hereunder (as such term is defined in the Loan Purchase Agreement dated as of November 3, 2003 between Assignor and Assignee (the "Loan Purchase Agreement").

3. Reallocation of Payments.

Any interest, fees and other payments accrued to the Effective Date with respect to the Credit Commitment and the Outstanding Revolving Loans shall be allocated in accordance with the Loan Purchase Agreement.

4. Independent Credit Decision.

Assignee (a) acknowledges that it has received a copy of the Credit Agreement and the Schedules and Exhibits thereto, together with copies of the most recent financial statements referred to in Section 6.1 of the Credit Agreement, and such other documents and information as it has deemed appropriate to make its own credit and legal analysis and decision to enter into this Agreement; and (b) agrees that it will, independently and without reliance upon Assignor, any Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit and legal decisions in taking or not taking action under the Credit Agreement.

5. Effective Date; Notices.

As between Assignor and Assignee, the effective date for this Agreement shall be November 3, 2003 (the "Effective Date"); provided that the following conditions precedent have been satisfied on or before the Effective Date:

(i) this Agreement shall be executed and delivered by Assignor and Assignee;
and

(ii) the required notice to the Agent under Section 10.19(a) of the Credit Agreement shall have been duly given as of the Effective Date.

6. Representations and Warranties.

(a) Assignor represents and warrants that (i) it is duly organized and existing and it has the full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement and to fulfill its obligations hereunder; (ii) no notices to, or consents, authorizations or approvals of, any Person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement, and apart from any agreements or undertakings or filings required by the Credit Agreement, no further action by, or notice to, or filing with, any Person is required of it for such execution, delivery or performance; (iii) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with the terms hereof, subject, as to enforcement, to bankruptcy, insolvency, moratorium, reorganization and other laws of general application relating to or affecting creditors' rights and to general equitable principles; and (iv) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any Lien or other adverse claim;

(b) Assignor makes no representation or warranty in connection with, and assumes no responsibility with respect to:

(i) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Loan Document, or any other instrument or document furnished in connection therewith;

(ii) any statements, warranties or representations made in or in connection with the Credit Agreement, any other Loan Document, or any other instrument or document furnished in connection therewith; or

(iii) the solvency, financial condition or financial statements of the Borrower, or the performance or observance by the Borrower, of any of its obligations under the Credit Agreement, any other Loan Document, or any other instrument or document furnished in connection therewith.

(c) Assignee represents and warrants that (i) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (ii) no notices to, or consents, authorizations or approvals of, any Person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and apart from any agreements or undertakings or filings required by the Credit Agreement, no further action by, or notice to, or filing with, any Person is required of it for such execution, delivery or performance; and (iii) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of Assignee, enforceable against Assignee in accordance with the terms hereof, subject, as to enforcement, to bankruptcy, insolvency, moratorium, reorganization and other laws of general application relating to or affecting creditors' rights and to general equitable principles.

7. Further Assurances.

Assignor and Assignee each hereby agrees to execute and deliver such other instruments, and take such other action, as either party may reasonably request in connection with the transactions contemplated by this Agreement, including the delivery of any notices or other documents or instruments to the Borrower or the Agent, which may be required in connection with the assignment and assumption contemplated hereby.

8. Miscellaneous.

(a) Any amendment or waiver of any provision of this Agreement shall be in writing and signed by the parties hereto. No failure or delay by either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof and any waiver of any breach of the provisions of this Agreement shall be without prejudice to any rights with respect to any other or further breach thereof.

(b) All payments made hereunder shall be made without any set-off or counterclaim.

(c) Assignor and Assignee shall each pay its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement.


(d) This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

(e) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF OHIO. Assignor and Assignee each irrevocably submits to the nonexclusive jurisdiction of any State or Federal court sitting in Ohio over any suit, action or proceeding arising out of or relating to this Agreement and irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio State or Federal court. Each party to this Agreement hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

(f) ASSIGNOR AND ASSIGNEE EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, THE CREDIT AGREEMENT, THE LOAN DOCUMENTS, ANY RELATED DOCUMENTS AND AGREEMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS (WHETHER ORAL OR WRITTEN).

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

The Provident Bank
Assignor

By: 
Name: Stephen P. Wood
Title: Senior Vice President

LINC Acquisition One, LLC
a Delaware limited liability company
Assignee

By: LINC Capital, Inc., its Manager

By: _____
Name: _____
Title: _____

1164062.2

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

The Provident Bank
Assignor

By: _____
Name: Stephen P. Wood
Title: Senior Vice President

LINC Acquisition One, LLC
a Delaware limited liability company
Assignee

By: LINC Capital, Inc., its Manager

By: WRD
Name: W. Randall Dietrich
Title: President

1164062.2

ASSIGNMENT OF TRADEMARKS

WHEREAS, BEAUTYCO ACQUISITION CORP., a Delaware corporation, with its chief executive office at 2600 South Meridian, Oklahoma City, Oklahoma 73108, ("Assignor"), has acquired, adopted and used, and is using, the trademarks listed on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Assignor and THE PROVIDENT BANK, as Agent, an Ohio banking corporation, having its principal office at One East Fourth Street, Cincinnati, Ohio 45202 ("Assignee"), have entered into that certain Credit Agreement dated of even date herewith by and between Assignor, and Assignee as agent for various Lenders listed on Schedule 1 attached thereto (the "Credit Agreement"), by which Assignee has acquired security interests in said trademarks and the applications or registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby grant, transfer, assign and convey a security interest to Assignee in all rights, titles and interests in and to the said trademarks, together with the goodwill of the business symbolized by the trademarks, and in the registrations or applications for registration thereof.

Assignor further covenants and warrants to Assignee:

- (a) that Assignor is the sole and exclusive owner of the trademarks and all rights comprised in the trademarks and has the full authority to make this assignment;
- (b) that the trademarks have not heretofore been pledged, hypothecated or otherwise encumbered, except such encumbrances as have been released on or before the date hereof, and are in all aspects free and clear of any encumbrances;
- (c) that the validity of the trademarks has never been questioned;
- (d) that Assignor has not entered into any contract or made any commitment that will or may impair Assignee's rights hereunder; and
- (e) that the trademarks and all rights comprised in the trademarks shall not be licensed or assigned in any manner without the prior written consent of Assignee.

THIS ASSIGNMENT OF TRADEMARKS SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF OHIO, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademarks as of this 2 day of January, 1998.

BEAUTYCO ACQUISITION CORP.

By: [Signature]
Name: Timothy M. Weil
Title: President

STATE OF ~~OHIO~~ TEXAS)
COUNTY OF ~~HAMILTON~~ ALIAS) SS:

On this 2nd day of January, 1998, before me personally appeared Timothy Weil, the President of the corporation, who signed this instrument and acknowledged that he/she signed it as a free act on behalf of the corporation.

[Signature]
Notary Public

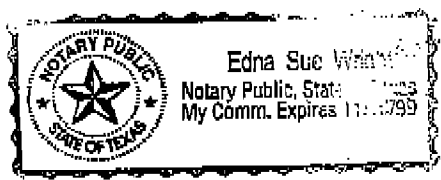


EXHIBIT "A"

Trademarks

EXHIBIT A**Intellectual Property:**

Service Mark - BEAUTYCO - Reg. No. 1,685,709 Registration Date May 5, 1992 (Federal)

Service Mark - BEAUTYCO - Reg. No. S11,024 Registration Date June 15, 1990 (Missouri)

Service Mark - BEAUTYCO - Reg. No. 21,469 Registration Date September 23, 1987 (Oklahoma)

Trademark - John Dustin - Reg. No. 1,899,510 Registration Date June 13, 1995

Trademark - Salon Productions - Reg. No. 1,895,522 Registration Date May 23, 1995

Pending Applications:

Service Mark - BEAUTYPLEX - Serial No. 74/486,691

Trademark - Generix - Filed October 10, 1996

Copies of all Trademarks, Service Marks and applications Attached.

Computer Software & Applications Software;

- a) Computer Operating System - Unix
- b) Application Software - Business Basic
- c) Application Software - Visual Basic
- d) Application Software - Lotus 123
- e) Application Software - Microsoft Word
- f) Application Software - Microsoft Office
- g) Application Software - Atlas Select (GIS)
- h) Application Software - Corel Draw
- i) Application Software - Automatic Data Processing (Payroll)

Note: Software on the primary computer system for the company was developed in-house. Additional software exists on peripheral P.C.'s, this list may not be all inclusive of all software that exists.