

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sexy Hair Concepts, L.L.C.		12/31/2004	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	One US Bank Plaza		
Internal Address:	7th & Washington		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63101		
Entity Type:	National Association: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76617948	SEXY BLONDES	
Serial Number:	78132674	SOFTSEXY	
CORRESPONDENCE DATA			
Fax Number:	(314)552-7000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3145526000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Clyde L. Smith		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Clyde L. Smith		
Signature:	c/l/s		
Date:	01/04/2005		

CH \$65.00 76617948

Total Attachments: 3

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FIRST AMENDMENT TO
PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS FIRST AMENDMENT TO PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Amendment") is made and entered into as of the 31st day of December, 2004, by and between SEXY HAIR CONCEPTS, L.L.C., a California corporation ("Borrower"), and U.S. BANK NATIONAL ASSOCIATION (Lender").

WITNESSETH:

WHEREAS, Borrower has heretofore executed and delivered to Lender that certain Patent, Trademark and License Security Agreement dated as of November 6, 2003 (the "Security Agreement"; all capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Security Agreement as amended by this Amendment); and

WHEREAS, Borrower and Lender desire to amend the Security Agreement in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. All references in the Security Agreement to the "Loan Agreement" and any other references of similar import shall henceforth mean that certain Amended and Restated Loan Agreement dated as of December 31, 2004, by and between Borrower and Lender, as the same may from time to time be amended, modified, extended, renewed or restated.

2. The following Trademark is hereby added to Schedule C to the Security Agreement:

Country	Mark	Registration No.
United States	SEXY BATH & BODY	2,823,999

3. The following applications for Trademarks are hereby added to Schedule D to the Security Agreement:

Country	Mark	Application No.
United States	SEXY BLONDES	76/617,948
United States	SOFTSEXY	78/132,674

4. The following application for a Trademark is hereby deleted from Schedule D to the Security Agreement:

Country	Mark	Application No.
United States	SEXY BATH & BODY	78/021,257

5. Borrower hereby agrees to reimburse Lender upon demand for all out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Lender in the preparation, negotiation and execution of this Amendment. All of the obligations of Borrower under this paragraph shall survive the payment of the Secured Obligations and the termination of the Security Agreement.

6. All references in the Security Agreement to "this Agreement" and any other references of similar import shall henceforth mean the Security Agreement as amended by this Amendment and as the same may from time to time be further amended, modified, extended, renewed or restated.

7. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Security Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

8. This Amendment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns, except that Borrower may not assign, transfer or delegate any of its rights or obligations under the Security Agreement as amended by this Amendment.

9. Borrower hereby represents and warrants to Lender that:

(a) the execution, delivery and performance by Borrower of this Amendment are within the limited liability company powers of Borrower, have been duly authorized by all necessary limited liability company action and require no action by or in respect of, consent of or filing or recording with, any governmental or regulatory body, instrumentality, authority, agency or official or any other Person;

(b) the execution, delivery and performance by Borrower of this Amendment do not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under or result in any violation of, the terms of the Articles of Organization or Operating Agreement of Borrower, any applicable law, rule, regulation, order, writ, judgment or decree of any court or governmental or regulatory body, instrumentality authority, agency or official or any agreement, document or instrument to which Borrower is a party or by which Borrower or any of its property or assets is bound or to which Borrower or any of its property or assets is subject;

(c) this Amendment has been duly executed and delivered by Borrower and constitutes the legal, valid and binding obligation of Borrower enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(d) all of the representations and warranties made by Borrower in the Security Agreement are true and correct in all material respects on and as of the date of this Amendment as if made on and as of the date of this Amendment; and

(e) as of the date of this Amendment, no default or event of default under or within the meaning of the Security Agreement has occurred and is continuing.

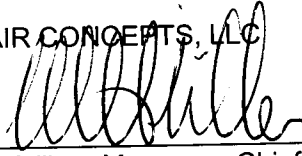
10. In the event of any inconsistency or conflict between this Amendment and the Security Agreement, the terms, provisions and conditions contained in this Amendment shall govern and control.

11. This Amendment shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, Borrower and Lender have executed this First Amendment to Patent, Trademark and License Security Agreement as of the 31st day of December, 2004.

SEXY HAIR CONCEPTS, LLC

By



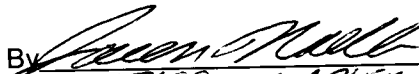
Mark Stiller, Manager, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

U.S. BANK NATIONAL ASSOCIATION

By

Name:

Title:


JASON NADLER
AVP