

10-20-2004

RECORDATION
TRAD



102863544

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):

Holiday Hair, Inc.

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

Citizenship (see guidelines) Pennsylvania

Execution Date(s) April 18, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Regis Corp.

Internal

Address: _____

Street Address: 7201 Metro Boulevard

City: Minneapolis

State: Minnesota

Country: United States Zip: 55439

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
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)

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

A. Trademark Application No.(s)

See attached list.

B. Trademark Registration No.(s)

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 list.

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

Name: Scott Sullivan

Internal Address: _____

Street Address: 7201 Metro Boulevard

City: Minneapolis

State: Minnesota Zip: 55439

Phone Number: (952) 947-7219

Fax Number: (952) 947-7200

Email Address: scott.sullivan@regiscorp.com

6. Total number of applications and registrations involved:

9

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 502914

Authorized User Name Scott Sullivan

9. Signature:

Scott Sullivan
Signature

October 15, 2004
Date

Total number of pages including cover sheet, attachments, and document: 5

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

10/19/2004 6TON11 00000037 502914 74573059

01 FC:8521 40.00 DA
02 FC:8522 200.00 DA

TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Serial No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>
HOLIDAY	1924293	74573059	Oct. 3, 1995	Sept. 13, 1994
HOLIDAY HAIR	1920496	74573062	Sept. 19, 1995	Sept. 13, 1994
HOLIDAY HAIR FASHIONS	929310	72373208	Feb. 15, 1972	Oct. 13, 1970
HOLIDAY BRONZE	2698422	76187327	Mar. 18, 2003	Dec. 28, 2000
HOLIDAY HAIR THE GREAT HAIRCUT STORE	1950662	74586822	Jan. 23, 1996	Oct. 18, 1994
HOLIDAY HARE	2427994	75715884	Feb. 13, 2001	May 27, 1999
MAIN EVENT	1215341	73271466	Nov. 2, 1982	July 24, 1980
HAIRCUT JESSE	2694362	75794382	Mar. 11, 2003	Sept. 8, 1999
MEGABRUSH.COM	2840539	75903649	May 11, 2004	Jan. 27, 2000

ASSIGNMENT OF TRADEMARKS AND TRADE NAMES

THIS ASSIGNMENT OF TRADEMARKS AND TRADE NAMES ("Assignment") is made the 18th day of April, 2004, by HOLIDAY HAIR, INC., a Pennsylvania corporation ("Assignor"), to and for the benefit of REGIS CORP., a Minnesota corporation ("Assignee").

WHEREAS, Assignor is this day selling, transferring and assigning to Assignee substantially all of Assignor's assets pursuant to the terms and conditions of a certain Agreement for Purchase and Sale of Assets dated as of February 9, 2004 (the "Agreement"); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights and interests in, to and under all trademarks and trade names currently utilized by Assignor in the conduct of its business, and all registrations held by Assignor with respect thereto; and

WHEREAS, Assignee is the successor to the business of Assignor to which the Assigned Rights (as defined below) pertain, which business is ongoing and existing.

NOW THEREFORE, in consideration of the mutual promises set forth in the Agreement and in this Assignment, and intending to be legally bound, Assignor agrees as follows:

1. Assignment of Trademarks and Trade Names. Assignor hereby transfers, sets over and assigns to Assignee all of Assignor's rights, title, and interests in, to and under all trademarks and trade names which Seller is currently using in any fashion in its business operations, together with the goodwill of the business associated therewith, and all applications and registrations held by Assignor with respect thereto, including, without limitation, the trademarks, trade names and applications and registrations listed on the attached Exhibit "A" (collectively, the "Assigned Rights"). This Assignment includes all rights in the nature of trademark, service mark, and trade name rights, as well as the right to sue for past infringement by any third party. Assignor makes no representations or warranties regarding the Assigned Rights other than those set forth in the Agreement.

2. Further Instruments. Assignor agrees to execute such further instruments and documents as may be reasonably required to transfer to Assignee any of the Assigned Rights, provided that no such document or instrument shall impose any liability upon Assignor which is not already imposed upon Assignor under the Agreement or under this Assignment.

3. Binding Effect. This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

4. Governing Law and Interpretation. This Assignment shall be governed by and construed under the laws of the Commonwealth of Pennsylvania. The headings of the sections of this Agreement are included solely for convenience of reference and shall have no effect upon the meaning or interpretation of this Assignment. The foregoing WHEREAS clauses and the attached Exhibit "A" are integral and substantive parts of this Assignment and are incorporated into this Assignment by reference.

IN WITNESS WHEREOF, and intending to be legally bound, Assignor has executed this Assignment the day and year first above written.

HOLIDAY HAIR, INC., Assignor

By: 
Raymond E. Holland,
Chief Executive Officer

EXHIBIT "A"

	<u>Trademark or Trade Name</u>	<u>Pennsylvania Fictitious Name Registration</u>	<u>Federal Trademark Registration Serial # and Registration #</u>
1.	HOLIDAY	None	74/573,059 1,924,293
2.	HOLIDAY HAIR	Filed 12/13/94	74/573,062 1,920,496
3.	HOLIDAY HAIR FASHIONS	None	72/373,208 929,310
4.	HOLIDAY BRONZE	Filed 08/29/01	76/187,327 2,698,422
5.	HOLIDAY HAIR THE GREAT HAIR CUT STORE	None	74/586,822 1,950,662
6.	HOLIDAY HARE	None	75/715,884 2,427,994
7.	MAIN EVENT	None	73/271,466 1,215,341
8.	MAIN EVENT HAIR DESIGN	Filed 01/21/92	None
9.	MEGABRUSH	Filed 05/04/00	None
10.	HAIRCUT JESSE	Filed 11/12/99	75/794,382 2,694,362
11.	MEGABRUSH.COM	None	75/903,649
12.	MEGABRUSH	None	None
13.	THE GREAT HAIRCUT STORE	None	None