

10-29-2004

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

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

REC-102870667
TRADEMARKS

10/29/04

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):

Premier Salons Holdings, Inc.

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

Citizenship (see guidelines) Delaware

Execution Date(s) June 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: Capital Source Finance LLC

Internal Address:

Street Address: 4445 Willard Ave. 10th fl.

City: Chevy Chase

State: MD

Country: USA Zip: 20815

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

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)

B. Trademark Registration No.(s)

1,170,202

Additional sheet(s) attached? Yes No

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

PermaStr8

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

Name: Rita Aybar-Townsend

Internal Address: c/o Patton Boggs LLP

Street Address: 2001 Ross Ave. Suite 3000

City: Dallas

State: TX Zip: 75201

Phone Number: (214) 758-6632

Fax Number: (214) 758-1550

Email Address: rtownsend@pattonboggs.com

6. Total number of applications and registrations involved:

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: Rita Townsend

Signature

10/28/04

Date

Rita Aybar-Townsend

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 28

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

40.00 IP
650.00 IP
11/01/2004 610M11
0000004 1170602

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "**IP Security Agreement**") is made and effective as of June 18, 2004 by each of the signatories hereto listed as a "Grantor" (together with any other entity that may become a party hereto pursuant to a Joinder Agreement, each a "**Grantor**" and collectively, "**Grantors**"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as agent for Lenders (in such capacity, "**Agent**"). Capitalized terms used in this IP Security Agreement and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, by and among Grantors, certain other Credit Parties party thereto, Agent and Lenders (as amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), Lenders have agreed, subject to the terms and conditions set forth therein, to lend to Grantors certain amounts pursuant to a revolving credit facility and term loans (collectively, the "**Loans**");

WHEREAS, Grantors will derive substantial direct and indirect benefit from the making of the extensions of credit and other financial accommodations by Lenders under the Loan Agreement; and

WHEREAS, it is a condition precedent to the obligation of Agent and Lenders to execute and perform under the Loan Agreement that Grantors shall have executed and delivered this IP Security Agreement to Agent, for the ratable benefit of Lenders.

AGREEMENT

NOW, THEREFORE, in consideration of the willingness of Agent and Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to Borrower pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest**. To secure the due and punctual payment and performance by Grantors of all the Obligations, including, without limitation, all of Grantors' respective obligations to Agent under the Note, the Loans, the Loan Agreement, this Agreement and the other Loan Documents (collectively, the "**Secured Obligations**"), each Grantor hereby grants to Agent, for the ratable benefit of Lenders, a continuing security interest in all of the right, title and interest of such Grantors in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would void or result in the termination, invalidation, cancellation or abandonment of such Intellectual Property (the "**IP Collateral**");

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, for the works set forth on Schedule A attached hereto (collectively, the "**Copyrights**");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "**Trademarks**");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "**Domain Names**");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the IP Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and Lenders in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to Agent, for the ratable benefit of Lenders.

4. Power of Attorney. Each Grantor hereby irrevocably grants to Agent, for the ratable benefit of Lenders, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in Agent's discretion, to take any action and to execute any instrument that Agent may deem necessary or advisable in its Permitted Discretion to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) Upon no less than two (2) Business Days prior written notice to Grantor, to modify or amend (in the Permitted Discretion of Agent and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the Permitted Discretion of Agent and without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue

or otherwise protect Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, (i) to execute and file any financing statement, any continuation statement or any amendment thereto, and (ii) to execute and file any applications for renewal, affidavits of use, affidavits of incontestability or similar document or proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction or relevant domain name registrar, and (iii) to execute and file any response or answer to any opposition, interference or cancellation proceedings brought by a third party, and (iv) to pay any fees and taxes in connection with any action referred to in this paragraph (b) or otherwise (in the case of each of clauses (i) through (v) above, to the extent such Grantor fails to do so within two (2) Business Days after Agent's request or the time Grantor is otherwise obligated to do so);

(c) To execute any document required to acknowledge, register or perfect the interest of Agent and Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems in its Permitted Discretion to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Secured Obligations (other than Indemnity Obligations) secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Secured Obligations (other than Indemnity Obligations) secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Agent (at Grantors' request and sole reasonable expense) shall promptly execute and deliver to Grantors (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantors may reasonably request and as are provided to Agent to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Each Grantor hereby agrees to provide Agent, for the ratable benefit of Lenders, every six (6) months, a schedule of newly registered Copyrights, Patents, Trademarks and Domain Names (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of Lenders, under the Loan Agreement. The rights and remedies of Grantors and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan

Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

PREMIER SALONS HOLDINGS, INC.

By: Brian Luborsky
Brian Luborsky
Chairman of the Board, President and
Secretary

PREMIER SALONS, INC.

By: Brian Luborsky
Brian Luborsky
Chairman of the Board, President and
Secretary

SPA CAPITAL, LLC

By: Premier Salons, Inc.,
its sole member and sole manager

By: Brian Luborsky
Brian Luborsky
Chairman of the Board, President and
Secretary

SPA CAPITAL ST. LOUIS I, LLC

By: Spa Capital, LLC,
its sole member

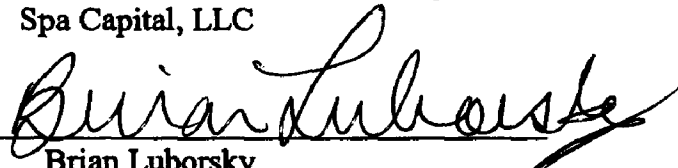
By: Premier Salons, Inc.,
as sole member and sole manager of
Spa Capital, LLC

By: Brian Luborsky
Brian Luborsky
Chairman of the Board, President and
Secretary

SPA CAPITAL BOULDER I, LLC

By: Spa Capital, LLC,
its sole member


By: Premier Salons, Inc.,
as sole member and sole manager of
Spa Capital, LLC

By: 
Brian Luborsky
Chairman of the Board, President and
Secretary

SPA CAPITAL CHARLOTTE I, LLC

By: Spa Capital, LLC,
its sole member


By: Premier Salons, Inc.,
as sole member and sole manager of
Spa Capital, LLC

By: 
Brian Luborsky
Chairman of the Board, President and
Secretary

SPA CAPITAL INDIANAPOLIS I, LLC

By: Spa Capital, LLC,
its sole member

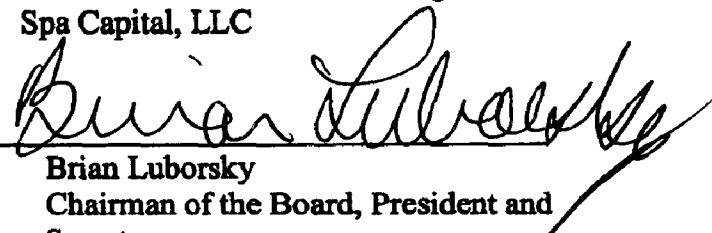
By: Premier Salons, Inc.,
as sole member and sole manager of
Spa Capital, LLC

By: 
Brian Luborsky
Chairman of the Board, President and
Secretary

SPA CAPITAL BIRMINGHAM I, LLC

By: Spa Capital, LLC,
its sole member


By: Premier Salons, Inc.,
as sole member and sole manager of
Spa Capital, LLC

By: 
Brian Luborsky
Chairman of the Board, President and
Secretary

SPA CAPITAL POWAY I, LLC

By: Spa Capital, LLC,
its sole member

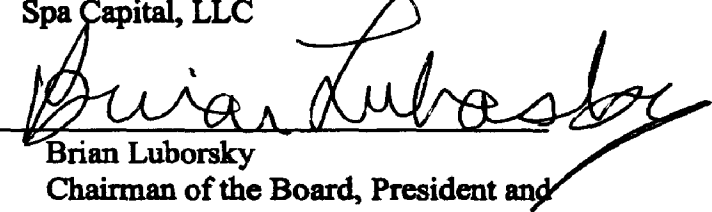
By: Premier Salons, Inc.,
as sole member and sole manager of
Spa Capital, LLC

By: 
Brian Luborsky
Chairman of the Board, President and
Secretary

SPA CAPITAL LA JOLLA I, LLC

By: Spa Capital, LLC,
its sole member

By: Premier Salons, Inc.,
as sole member and sole manager of
Spa Capital, LLC

By: 
Brian Luborsky
Chairman of the Board, President and
Secretary

SPA CAPITAL MENLO PARK I, LLC

By: Spa Capital, LLC,
its sole member

By: Premier Salons, Inc.,
as sole member and sole manager of
Spa Capital, LLC

By: Brian Luborsky
Brian Luborsky
Chairman of the Board, President and
Secretary

SPA CAPITAL GIFT SERVICES, INC.

By: Brian Luborsky
Name: Brian Luborsky
Title: President

AGENT:

CAPITALSOURCE FINANCE LLC

By: _____
Name: _____
Title: _____

SPA CAPITAL MENLO PARK I, LLC

By: Spa Capital, LLC,
its sole member

By: Premier Salons, Inc.,
as sole member and sole manager of
Spa Capital, LLC

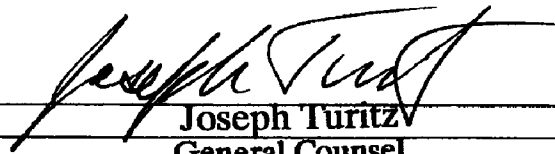
By: _____
Brian Luborsky
Chairman of the Board, President and
Secretary

SPA CAPITAL GIFT SERVICES, INC.

By: _____
Name: _____
Title: _____

AGENT:

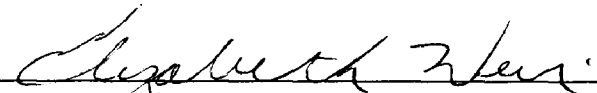
CAPITALSOURCE FINANCE LLC

By: _____
Name:  Joseph Turitz
Title: General Counsel

ACKNOWLEDGMENT

STATE OF _____ §
 § SS
COUNTY OF _____ §

Before me, the undersigned, a Notary Public, on this 17th day of June, 2004, personally appeared Brian A. Luborsky to me known personally, who, being by me duly sworn, did say that he is the President of Premier Salons Holdings, Inc., a Delaware corporation, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said Brian A. Luborsky acknowledged said instrument to be his free act and deed.



Notary Public
My Commission Expires: _____

**ELIZABETH NAN WEIR, a Commissioner, etc.,
Regional Municipality of York, for
Gordon F. Luborsky, Barrister and Solicitor.
Expires August 24, 2004.**

ACKNOWLEDGMENT

STATE OF _____

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COUNTY OF _____

Before me, the undersigned, a Notary Public, on this 17th day of June, 2004, personally appeared Brian A. Luborsky to me known personally, who, being by me duly sworn, did say that he is the President of Premier Salons, Inc., a Delaware corporation, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said Brian A. Luborsky acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: _____

**ELIZABETH NAN WEIR, a Commissioner, etc.,
Regional Municipality of York, for
Gordon F. Luborsky, Barrister and Solicitor.
Expires August 24, 2004.**

ACKNOWLEDGMENT

STATE OF _____

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COUNTY OF _____

Before me, the undersigned, a Notary Public, on this 17th day of June, 2004, personally appeared Brian A. Luborsky to me known personally, who, being by me duly sworn, did say that he is the President of Spa Capital St. Louis I, LLC as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said Brian A. Luborsky acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: _____


**ELIZABETH NAN WEIR, a Commissioner, etc.,
Regional Municipality of York, for
Gordon F. Luborsky, Barrister and Solicitor.
Expires August 24, 2004.**

ACKNOWLEDGMENT

STATE OF _____ §
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COUNTY OF _____ §

SS

Before me, the undersigned, a Notary Public, on this 17th day of June, 2004, personally appeared Brian A. Luborsky to me known personally, who, being by me duly sworn, did say that he is the President of Spa Capital Boulder I, LLC as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said Brian A. Luborsky acknowledged said instrument to be his free act and deed.




Notary Public
My Commission Expires: _____

ELIZABETH NAN WEIR, a Commissioner, etc.,
Regional Municipality of York, for
Gordon F. Luborsky, Barrister and Solicitor.
Expires August 24, 2004.

ACKNOWLEDGMENT

STATE OF _____ §
 § SS
COUNTY OF _____ §

Before me, the undersigned, a Notary Public, on this 17th day of June, 2004, personally appeared Brian A. Luborsky to me known personally, who, being by me duly sworn, did say that he is the President of Spa Capital Indianapolis I, LLC as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said Brian A. Luborsky acknowledged said instrument to be his free act and deed.



Notary Public
My Commission Expires: _____

ELIZABETH NAN WEIR, a Commissioner, etc.,
Regional Municipality of York, for
Gordon F. Luborsky, Barrister and Solicitor.
Expires August 24, 2004.

ACKNOWLEDGMENT

STATE OF _____

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COUNTY OF _____

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Before me, the undersigned, a Notary Public, on this 17th day of June, 2004, personally appeared Brian A. Luborsky to me known personally, who, being by me duly sworn, did say that he is the President of Spa Capital Birmingham I, LLC as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said Brian A. Luborsky acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: _____

ELIZABETH NAN WEIR, a Commissioner, etc.,
Regional Municipality of York, for
Gordon F. Luborsky, Barrister and Solicitor.
Expires August 24, 2004.

ACKNOWLEDGMENT

STATE OF _____

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COUNTY OF _____

Before me, the undersigned, a Notary Public, on this 17th day of June, 2004, personally appeared Brian A. Luborsky to me known personally, who, being by me duly sworn, did say that he is the President of Spa Capital Poway I, LLC as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said Brian A. Luborsky acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: _____

ELIZABETH NAN WEIR, a Commissioner, etc.,
Regional Municipality of York, for
Gordon F. Luborsky, Barrister and Solicitor.
Expires August 24, 2004.

ACKNOWLEDGMENT

STATE OF _____

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COUNTY OF _____

Before me, the undersigned, a Notary Public, on this 17th day of June, 2004, personally appeared Brian A. Luborsky to me known personally, who, being by me duly sworn, did say that he is the President of Spa Capital La Jolla I, LLC as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said Brian A. Luborsky acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: _____

ELIZABETH NAN WEIR, a Commissioner, etc.,
Regional Municipality of York, for
Gordon F. Luborsky, Barrister and Solicitor.
Expires August 24, 2004.

ACKNOWLEDGMENT

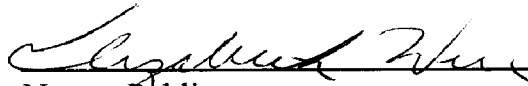
STATE OF _____

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COUNTY OF _____

Before me, the Undersigned, a Notary Public, 17th day of June, 2004, personally appeared Brian A. Luborsky to me known personally, who, being by me duly sworn, did say that he is the President of Spa Capital Menlo Park I, LLC as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said Brian A. Luborsky acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: _____

ELIZABETH NAN WEIR, a Commissioner, etc.,
Regional Municipality of York, for
Gordon F. Luborsky, Barrister and Solicitor.
Expires August 24, 2004.

ACKNOWLEDGMENT

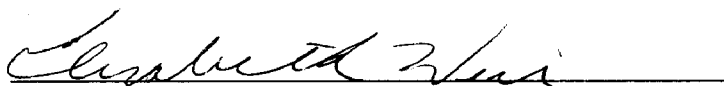
STATE OF _____

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COUNTY OF _____

Before me, the undersigned, a Notary Public, on this 17th day of June, 2004, personally appeared Brian A. Luborsky to me known personally, who, being by me duly sworn, did say that he is the President of Spa Capital Gift Services, Inc. as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said Brian A. Luborsky acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: _____

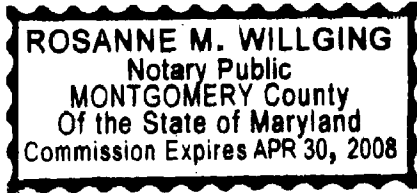
**ELIZABETH NAN WEIR, a Commissioner, etc.,
Regional Municipality of York, for
Gordon F. Luborsky, Barrister and Solicitor.
Expires August 24, 2004.**

ACKNOWLEDGMENT

STATE OF Maryland §
 §
COUNTY OF Montgomery § SS

Before me, the undersigned, a Notary Public, on this 17^h day of June —, 2004, personally appeared Joseph Turitz to me known personally, who, being by me duly sworn, did say that he is the General Counsel of CapitalSource Finance LLC, as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and the said _____ acknowledged said instrument to be his free act and deed.

Rosanne M. Willging
Notary Public
My Commission Expires: April 30, 2008



SCHEDULE A

COPYRIGHT COLLATERAL

None.

SCHEDULE B

PATENT COLLATERAL

None.

SCHEDULE C

TRADEMARK COLLATERAL

Premier Salons, Inc.: See attachment to this Schedule C

The following entities have no Trademark Collateral:

1. Premier Salons Holding, Inc.
2. Spa Capital, LLC
3. Spa Capital St. Louis I, LLC
4. Spa Capital Boulder I, LLC
5. Spa Capital Charlotte I, LLC
6. Spa Capital Indianapolis I, LLC
7. Spa Capital Birmingham I, LLC
8. Spa Capital Poway I, LLC
9. Spa Capital LaJolla I, LLC
10. Spa Capital Menlo Park I, LLC
11. Spa Capital Gift Services, Inc.

PREMIER SALONS LTD. (Canadian Trade Marks)

TRADE MARK	APP./REG. NO.	OWNER	RENEWAL DATE	STATUS	REP. FOR SERVICE
PERMASTR8	1,170,202	Premier Salons Ltd.		APPLICATION	Blake, Cassels

PREMIER SALONS FOREIGN TRADE MARKS

U.S. TRADE MARK	APP./REG. NO.	OWNER	RENEWAL DATE	STATUS	REP. FOR SERVICE
BEAUTYWORKS	1,288,305	Premier Salons, Inc.	July 31, 2004	REGISTERED	Moore & Hansen
GLEMBY (SERVICE MARK)	1,293,529	Premier Salons, Inc.	September 4, 2004	REGISTERED	Moore & Hansen
COIFFURES AMERICANA	779,177	Premier Salons, Inc.	October 27, 2004	REGISTERED	Moore & Hansen
CUTTING QUARTERS	1,304,469	Premier Salons, Inc.	November 6, 2004	REGISTERED	Moore & Hansen
PREMIER SALONS INTERNATIONAL & DESIGN	Reg.: 1,884,136 (Service Mark)	Premier Salons, Inc.	March 14, 2005	ABANDONED	Moore & Hansen
PREMIER SALONS INTERNATIONAL	Reg.: 1,960,941 (Class 100 and 101)	Premier Salons, Inc.	March 5, 2006	REGISTERED	Moore & Hansen
GLEMBY FITNESS SYSTEM	1,329,174	Premier Salons, Inc.	April 9, 2005	REGISTERED	Moore & Hansen
THE HAIRCUTTING PLACE	Reg.: 1,012,643 (Class 100)	Premier Salons, Inc.	June 2, 2005	REGISTERED	Moore & Hansen

U.S. TRADE MARK	APP./REG. NO.	OWNER	RENEWAL DATE	STATUS	REP. FOR SERVICE
NEWPORT HAIR COMPANY	Reg.: 2,048,636	Premier Salons, Inc.	April 1, 2007	REGISTERED	Moore & Hansen
BEAUTY BREAK DIRECTIVES	1,436,918 1,464,147	Premier Salons, Inc. Premier Salons, Inc.	April 14, 2007 November 10, 2007	REGISTERED REGISTERED	Moore & Hansen Moore & Hansen
MAKE OVER	0854,311	Premier Salons, Inc.	August 6, 2008	REGISTERED	Moore & Hansen
SUPER SAVER SALON	Reg.: 1,484,763	Premier Salons, Inc.	September 13, 2008	REGISTERED	Moore & Hansen

SELIGMAN & LATZ, INC. (Canadian Trade Marks)

TRADE MARK	APP./REG. NO.	OWNER	RENEWAL DATE	STATUS	REP. FOR SERVICE
ADRIEN ARPEL	0328425	Seligman & Latz, Inc.	September 1, 2008	REGISTERED	Louise Gange
ADRIENNE	0288823 TMA143452	Seligman & Latz, Inc.	January 14, 2011	REGISTERED	Ridout & Maybee

GLEMBY – U.S. TRADE MARKS

TRADE MARK	APP./REG. NO.	OWNER	RENEWAL DATE	STATUS	REP. FOR SERVICE
GFS DESIGN (UNITED STATES)	1,335,012	The Glemby Company	May 14, 2004	REGISTERED	
DUMBELL SHAPED CONTAINER DESIGN (UNITED STATES)	D317,256	The Glemby Company	June 4, 2005	PATENT	

GLEMBY ACTIVE FOREIGN TRADE MARKS

TRADE MARK	APP./REG. NO.	OWNER	RENEWAL DATE	STATUS	REP. FOR SERVICE
GLEMBY (AUSTRALIA)	A397,557	The Glemby Company	September 27, 2004		
GLEMBY (AUSTRALIA)	A397,556	The Glemby Company	September 27, 2004		

PREMIER SALONS LTD. (Business Name Registrations)

BUSINESS NAME	BIN REG. NO.	OWNER	RENEWAL DATE	STATUS	REP. FOR SERVICE
PREMIER SALONS	980323935	Premier Salons Ltd.	September 25, 2006	REGISTERED	GFL
HOLT RENFREW HAIR PREMIER ATELIER SALON	120210885	Premier Salons Ltd.	February 21, 2007	REGISTERED	GFL
SEARS BEAUTY SALON	120269139	Premier Salons Ltd.	March 7, 2007	REGISTERED	GFL
ATELIER BARBERSHOP	120295571	Premier Salons Ltd.	May 6, 2007	REGISTERED	GFL

PREMIER SALONS CANADA INC. (Business Name Registrations)

BUSINESS NAME	BIN REG. NO.	OWNER	RENEWAL DATE	STATUS	REP. FOR SERVICE
ATELIER SPA SALON	101194538	Premier Salons Canada Inc.	November 1, 2005	REGISTERED	GFL
SEARS BEAUTY SALON	111237970	Premier Salons Canada Inc.	November 29, 2006	REGISTERED	GFL
THE BAY BEAUTY SALON	111237962	Premier Salons Canada Inc.	November 29, 2006	REGISTERED	GFL

SCHEDULE D

DOMAIN NAMES

Premier Salons, Inc.: www.premiersalons.com

The following entities have no Domain Names:

1. Spa Capital, LLC
2. Spa Capital St. Louis I, LLC
3. Spa Capital Boulder I, LLC
4. Spa Capital Charlotte I, LLC
5. Spa Capital Indianapolis I, LLC
6. Spa Capital Birmingham I, LLC
7. Spa Capital Poway I, LLC
8. Spa Capital LaJolla I, LLC
9. Spa Capital Menlo Park I, LLC
10. Spa Capital Gift Services, Inc.