

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Gene Juarez Salons, Inc.		07/07/2006	CORPORATION: WASHINGTON
Gene Juarez, Inc.		07/07/2006	CORPORATION: WASHINGTON

**RECEIVING PARTY DATA**

<b>Name:</b>	Gene Juarez Salons LLC
<b>Street Address:</b>	3326 160th Avenue SE, Suite 400
<b>City:</b>	Bellevue
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98008
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3087116	GJ
Registration Number:	3087115	GJ
Registration Number:	1600221	BESO DE COLOR
Serial Number:	76639077	GENE JUAREZ SALONS & SPAS
Serial Number:	76638875	GENE JUAREZ ADVANCED TRAINING SALON
Serial Number:	76639140	GENE JUAREZ ACADEMY
Serial Number:	76639075	GENE JUAREZ SALON
Serial Number:	76643391	COUTURE CUT

**CORRESPONDENCE DATA**

Fax Number: (312)660-0471  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-861-6371  
 Email: rprescan@kirkland.com  
 Correspondent Name: Renee Prescan

CH \$215.00 3087116

Address Line 1: 200 E. Randolph Drive  
Address Line 2: Kirkland & Ellis LLP  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	42058-2 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	08/10/2006

**Total Attachments: 8**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of July 7, 2006 ("Effective Date") by and between **Gene Juarez Salons, Inc.**, a Washington corporation, with its principal office at 3326 160th Avenue SE, Suite 400, Bellevue, Washington 98008, **Gene Juarez, Inc.**, a Washington corporation, with its principal office at 3326 160th Avenue SE, Suite 400, Bellevue, Washington 98008 (together, "Assignors"), and **Gene Juarez Salons LLC**, a Delaware limited liability company, with its principal office at 3326 160th Avenue SE, Suite 400, Bellevue, Washington 98008 ("Assignee").

**WHEREAS**, Assignors wish to assign to Assignee, and Assignee wishes to acquire from Assignors, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the Washington state trademark registration set forth on Schedule C attached hereto, the foreign trademark registrations set forth on Schedule D attached hereto, and the trade names and assumed names set forth on Schedule E attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignors hereby request the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignors shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this

Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**GENE JUAREZ SALONS, INC.**

*Joseph E. Juarez / Gene Juarez*  
Name: Joseph E. Juarez / Gene Juarez  
Title: \_\_\_\_\_ / PRESIDENT

**GENE JUAREZ INCORPORATED**

*Joseph E. Juarez / Gene Juarez*  
Name: Joseph E. Juarez / Gene Juarez  
Title: \_\_\_\_\_ / PRESIDENT

**GENE JUAREZ SALONS LLC**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

\* \* \* \* \*

**IN WITNESS WHEREOF**, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**GENE JUAREZ SALONS, INC.**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GENE JUAREZ, INC.**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GENE JUAREZ SALONS LLC**

  
\_\_\_\_\_

Name: Michael Nibargo

Title: Secretary

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Serial No.</b>	<b>Filing Date</b>
GJ AND DESIGN CLASS 003	U.S.	3,087116	76/639113	5-20-05
GJ AND DESIGN CLASS 044	U.S.	3,087,115	76/639076	5-20-05
BESO DE COLOR CLASS 003	U.S.	1,600221	73/786284	3-13-89

**SCHEDULE B**

**U.S. TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Serial No.</b>	<b>Filing Date</b>
GENE JUAREZ SALONS & SPAS CLASS 042	U.S.		76/639077	5-20-05
GENE JUAREZ ADVANCED TRAINING SALONE & DESIGN CLASS 041	U.S.		76/638875	5-19-05
GENE JUAREZ ACADEMY & DESIGN CLASS 041	U.S.		76/639140	5-20-05
GENE JUAREZ SALON CLASS 042	U.S.		76/639075	5-20-05
COUTURE CUT CLASS 044	U.S.		76/643391	7-22-05

**SCHEDULE C**

**WASHINGTON STATE TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>State</b>	<b>Reg. No.</b>	<b>Serial No.</b>	<b>Filing Date</b>
GENE JUAREZ SALONS CLASS 042	Washington	16088	N/A	N/A



**SCHEDULE D**

**FOREIGN TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Serial No.</b>	<b>Filing Date</b>
BESO DE COLOR CLASS 003	Canada	TMA413259	0640264	9-12-1989
BESO DE COLOR CLASS 003	Mexico	388732	70790	9-5-1989

**SCHEDULE E**

**TRADE NAMES AND ASSUMED NAMES**

Gene Juarez Salons, Inc.

Gene Juarez Beauty Colleges, Inc.

Advanced Training Center, Inc.

Gene Juarez Academy

Gene Juarez Academy of Beauty

Gene Juarez Salons & Spas

GJS

Gene Juarez Incorporated