

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
BeautyFirst, Inc.		06/28/2007	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	Harris N.A., as Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2268609	BEAUTYFIRST
Registration Number:	2971790	BEAUTY STUDIO
Registration Number:	2423450	BGMG
Registration Number:	2405690	BGMG
Registration Number:	2505192	MIMIC
Registration Number:	2432958	EXPERIEN ONE
Registration Number:	2499768	URBAN ESSENTIALS

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 845-3430
 Email: kalwa@chapman.com
 Correspondent Name: Richard Kalwa
 Address Line 1: 111 West Monroe Street
 Address Line 2: Chapman and Cutler LLP

CH \$190.00 2268609

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1657287

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 07/03/2007

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 28th day of June, 2007, BeautyFirst, Inc., a Kansas corporation ("*Debtor*") with its principal place of business and mailing address at 10610 East 26th Circle North, Wichita, Kansas 67226-4536, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A. ("*Harris*"), with its mailing address at 111 West Monroe Street, Chicago, IL 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Harris acting as such administrative agent and any successor(s) or assign(s) to Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BEAUTYFIRST, INC.

By Troy E. Bellus
Name Troy E. Bellus
Title Chief Accounting Officer

Accepted and agreed to as of the date and year last above written.

HARRIS N.A., as Agent

By _____
Name _____
Title _____

[Signature Page to Trademark Collateral Agreement]

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BEAUTYFIRST, INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

HARRIS N.A., as Agent

By William J. Kennedy
Name WILLIAM J. KENNEDY
Title VICE PRESIDENT

[Signature Page to Trademark Collateral Agreement]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS

Mark	Serial/Registration No.	Status
"BEAUTYFIRST"	75/448699, 2,268,609	Registered, Principal Register-08/10/1999; §§ 8 & 15 Affidavits accepted - 03/09/2005
"BEAUTY STUDIO"	76/500301, 2,971,790	Registered, Principal Register - 07/19/2005
"BGMG"	75/936367, 2,423,450	Registered, Principal Register 01/23/2001
"BGMG"	75/745761, 2,405,690	Registered, Principal Register 11/21/2000
"MIMIC"	75/746090, 2,505,192	Registered, Principal Register 11/06/2001
"EXPERIEN ONE"	75/745762, 2,432,958	Registered, Principal Register 03/06/2001
"URBAN ESSENTIALS"	75/919952, 2,499,768	Registered, Principal; Register 10/23/2001