

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest Under the U.S. Term Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beauty Systems Group LLC		07/09/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital Corporation		
Street Address:	4 World Financial Center		
Internal Address:	250 Vesey Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10080		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2382089	SALON RESOURCE	
Registration Number:	2763114	VICTORY	
CORRESPONDENCE DATA			
Fax Number:	(202)639-7003		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-639-7352		
Email:	davidmi@friedfrank.com		
Correspondent Name:	Michael David c/o Fried Frank		
Address Line 1:	1001 Pennsylvania Avenue, NW		
Address Line 2:	Suite 800		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
NAME OF SUBMITTER:	Michael David		
Signature:	/md/		

CH \$65.00 2382089

Date:

07/16/2007

Total Attachments: 5

source=USTERM_#page1.tif

source=USTERM_#page2.tif

source=USTERM_#page3.tif

source=USTERM_#page4.tif

source=USTERM_#page5.tif

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This **SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of July 9, 2007 is entered into by each of the undersigned (each, a "**Grantor**") in favor of **MERRILL LYNCH CAPITAL CORPORATION** ("**MLCC**"), as Administrative Agent and as Collateral Agent for the Lenders.

WHEREAS, Sally Holdings LLC and the several banks and other financial institutions from time to time parties thereto (the "**Lenders**"), and MLCC, as Administrative Agent and as Collateral Agent for the Lenders have entered into a Credit Agreement, dated November 16, 2006, as amended, supplemented, replaced or otherwise modified from time to time (the "**Term Credit Agreement**");

WHEREAS, the Granting Parties have executed and delivered that certain Guarantee and Collateral Agreement, dated November 16, 2006, in favor of the Administrative Agent and Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "**Term Guarantee and Collateral Agreement**"); and

WHEREAS, under the terms of the Term Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Trademarks of the Grantors to the Administrative Agent and Collateral Agent for the ratable benefit of the Secured Parties, have as a condition thereof have executed a Trademark Security Agreement dated November 16, 2006, and have agreed to execute this Supplemental Trademark Security Agreement, dated July 9, 2007, for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS.

Capitalized terms not otherwise defined herein have the meanings set forth in the Term Credit Agreement or the Term Guarantee and Collateral Agreement, as applicable.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARKS.

Subject to the terms of the Term Credit Agreement and the Term Guarantee and Collateral Agreement, each Grantor granted, subject to the existing licenses to use the Trademarks granted by such Grantor in the ordinary course of its business, to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor, including, without limitation, the Trademarks listed on

Schedule A hereto by such Grantor's name, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except as provided in subsection 3.3 of the Term Guarantee and Collateral Agreement.

SECTION 3. CONFIRMATION AND ACKNOWLEDGMENT. Each Grantor does hereby confirm the grant of the security interest in the Term Guarantee and Collateral Agreement and further acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Term Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the provisions of the Term Guarantee and Collateral Agreement.

SECTION 6. GENERAL.

(a) Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**


(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and each Grantor and their respective successors and assigns. No Grantor shall, without the prior written consent of the Collateral Agent given in accordance with the Term Guarantee and Collateral Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

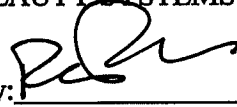
BEAUTY HOLDING LLC

By: 

Name: Raal Roos

Title: Senior Vice President & Secretary


BEAUTY SYSTEMS GROUP LLC

By: 

Name: Raal Roos

Title: Senior Vice President & Secretary

SALLY BEAUTY SUPPLY LLC

By: 

Name: Raal Roos

Title: Senior Vice President & Secretary

80.

SCHEDULE A

U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
AMERICAN CLASSIC	3091684	05-09-2006	Beauty Holding LLC
TANWISE	3166170	10-31-2006	Beauty Holding LLC
SALON RESOURCE	2382089	09-05-2000	Beauty Systems Group LLC
VICTORY	2763114	9-16-2003	Beauty Systems Group LLC
BEAUTY SECRETS	NA, State of Louisiana	02-23-1985	Sally Beauty Supply LLC

U.S. Trademark Applications

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Owner</u>
SMOOTH MIST	78623716	05-05-2005	Beauty Holding LLC
GET 'N WAVES	78978089	12-31-2003	Beauty Holding LLC
STYLE IT UP	78978136	12-31-2003	Beauty Holding LLC
HIDE RIDGES	78833083	03-9-2006	Beauty Holding LLC

ffd02\dauidmi\612129.4