

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	08/13/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marlo Beauty Supply, Inc.		08/13/2007	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Beauty Holding LLC
Street Address:	3001 Colorado Boulevard
City:	Denton
State/Country:	TEXAS
Postal Code:	76210
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0660213	MARLO
Registration Number:	1726434	MARLO BEAUTY SUPPLY

CORRESPONDENCE DATA

Fax Number: (940)297-4990
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 940-297-4637
 Email: trademarks@sallybeauty.com
 Correspondent Name: Daniel M. Vincenzo
 Address Line 1: 3001 Colorado Boulevard
 Address Line 4: Denton, TEXAS 75210

ATTORNEY DOCKET NUMBER:	2036.001
NAME OF SUBMITTER:	Phyllis L Dunham
Signature:	/PLD/

TRADEMARK

Date:

08/15/2007

Total Attachments: 11

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ASSIGNMENT AND LIMITED LICENSE AGREEMENT

THIS ASSIGNMENT AND LIMITED LICENSE AGREEMENT ("Agreement") is made as of this 13 day of August, 2007 (hereinafter "Effective Date"), by and between Marlo Beauty Supply, Inc., a Michigan corporation with a business address of 2660 Burdett, Ferndale, Michigan 48220 (hereinafter "Marlo") and Beauty Holding LLC, a Delaware limited liability company with a business address of 3001 Colorado Blvd., Denton, TX 76210 (hereinafter "Beauty Holding").

WHEREAS, Marlo owns rights, title and interest in and to those certain trademarks MARLO and MARLO BEAUTY SUPPLY and related names.

WHEREAS, Beauty Holding desires to purchase and Marlo desires to sell to Beauty Holding the aforesaid rights, title and interest.

WHEREAS, Beauty Holding and Marlo desire as part of the trademark assignment a non-exclusive (as to channels of trade reserved by Beauty Holding) and limited license-back to Marlo of those certain trademarks MARLO and MARLO BEAUTY SUPPLY.

NOW, THEREFORE, in consideration of the covenants, conditions, representations, warranties and agreements set forth in this Agreement, and other good and valuable consideration, the parties hereto hereby agree as follows:

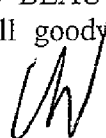
1. Definitions

a. **MARLO and MARLO BEAUTY SUPPLY MARKS.** As used herein, this term shall mean all marks, logos and symbols registered as a trademark by or being used by Marlo that include the term "MARLO" and/or "MARLO BEAUTY SUPPLY," including but not limited to those listed or described in Schedule A hereto

b. **MARLO and MARLO BEAUTY SUPPLY NAMES.** As used herein, this term shall mean all common law trademark uses and other variations on the MARLO and MARLO BEAUTY SUPPLY names currently or heretofore used by Marlo in connection with the marketing or distribution of any product or service bearing a MARLO and MARLO BEAUTY SUPPLY Mark (hereinafter collectively "MARLO and MARLO BEAUTY SUPPLY Products")

c. **MARLO and MARLO BEAUTY SUPPLY REGISTRATIONS.** As used herein, this term shall include all applications for registrations filed and all registrations granted or issued for copyrights and trademark or other rights in MARLO and MARLO BEAUTY SUPPLY Marks or MARLO and MARLO BEAUTY SUPPLY Names.

d. **PROPERTY.** As used herein, this term shall mean MARLO and MARLO BEAUTY SUPPLY MARKS and MARLO and MARLO BEAUTY SUPPLY NAMES, all goodwill



represented by or associated with any of them, MARLO and MARLO BEAUTY SUPPLY REGISTRATIONS, and all copyrights and other right, title and interest in and to any of the foregoing.

2. Representations and Warranties

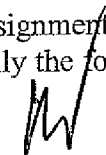
a. Marlo represents and warrants that Marlo has the full power and authority to enter into and perform this Agreement, and that there is no contract, agreement, or understanding with any other person, firm, or corporation which would interfere with any obligation of Marlo hereunder. Beauty Holding represents and warrants that Beauty Holding has the full power and authority to enter into and perform this Agreement, and that there is no contract, agreement, or understanding with any other person, firm, or corporation which would interfere with any obligation of Beauty Holding hereunder.

b. Marlo represents and warrants that: it owns free and clear of any lien or encumbrance, all right, title and interest in and to the PROPERTY, including but not limited to the exclusive right to use, copy, license, and bring actions for the infringement of the PROPERTY; it has made timely and proper application for registration of all rights in the PROPERTY; it has objected to known infringers of the MARLO and MARLO BEAUTY SUPPLY MARKS and caused such infringements to cease; no use of any of the Property for any product infringes, dilutes or otherwise violates any right of any third party; the MARLO and MARLO BEAUTY SUPPLY MARKS have been in continuous use since at least December 15, 1919 and May 15, 1980, respectively; no owner of the PROPERTY, or agent thereof, has licensed, agreed to or acquiesced in any third party use of any mark that includes the term "Marlo"; there have been no negotiations, correspondence, or agreement, regarding such third party use of a mark, or, any limitation on use of any of the MARLO and MARLO BEAUTY SUPPLY MARKS by Marlo, or its predecessors or successors in interest, or assigns, corporations or affiliates except to the extent, if any, previously disclosed to Beauty Holding by Marlo. Marlo further represents and warrants that: no third party has any right, title or interest in or to any of the MARLO and MARLO BEAUTY SUPPLY MARKS and Marlo or its continuing, current ownership interests have owned all interest in all of the companies to and from which any rights in the MARLO and MARLO BEAUTY SUPPLY MARKS have been assigned, or otherwise granted since the registration of the MARLO and MARLO BEAUTY SUPPLY MARKS.

c. Marlo represents and warrants that, upon its execution of this Agreement, Beauty Holding shall own, all right, title and interest in or to, and Marlo shall no longer own (and thereafter shall not acquire unless by express sale or other express transfer) any right, title or interest in or to, any of the of the PROPERTY, except for the licensed rights expressly set forth in this Agreement.

3 Assignment

a. Marlo hereby assigns to Beauty Holding all right, title and interest in and to the MARLO and MARLO BEAUTY SUPPLY MARKS and all other PROPERTY, together with all registrations therefor and goodwill associated therewith, and agrees to execute an assignment to Beauty Holding of all right, title and interest in and to the PROPERTY in substantially the form



attached hereto, as Beauty Holding hereafter approves, and such other assignments of all or part of the PROPERTY as Beauty Holding hereafter requests.

4. License and Channels of Distribution

a Beauty Holding grants to Marlo a limited, exclusive license to utilize the MARLO and MARLO BEAUTY SUPPLY MARKS, in such trade dress or format as is consistent with Sections 4 and 5 of this Agreement, to market and sell hair, nail and skin care products and other related personal beauty care products in International Class 3, and related beauty supply hard goods, appliances and equipment (provided all such products and services must be distributed and provided in the same or similar manner and in at least the same quality as products manufactured, distributed and sold by Marlo and services provided by Marlo under MARLO and MARLO BEAUTY SUPPLY MARKS during the year prior to the execution of this Agreement), in the United States of America, and solely and exclusively in the following channels of trade: namely, Internet and mail order (catalog) sales and in Trade Shows, and no other distribution, including without limitation, no retail stores, no physical or "brick and mortar" locations anywhere, and no general public or salon professional distribution other than by Internet or mail order or at Trade Shows, provided also that such products and services are designed, prepared, manufactured, advertised, distributed, promoted and sold by Marlo, as further provided in Paragraph 5 below (hereinafter "License"). By "Internet sales" the parties agree that what is meant is prospective purchasers and Marlo contacting each other and selling/purchasing goods solely through the medium of the Internet. By "Trade Shows" the parties agree that what is meant is commercially based gatherings (normally annual) of vendors in the beauty supply business selling goods exclusively to the beauty supply professional trade, in a group setting such as in a hotel or municipal conference center, all in conjunction with significant professional education. For a period of five years from the date of this Agreement, Marlo's licensed rights for the Internet and mail order (catalog) sales and in Trade Shows shall not be effective, and for that five-year period, Marlo shall have no licensed rights with respect to any marketing or sales rights for the five-county area surrounding Detroit, namely Oakland, Macomb, Livingston, Wayne and Washtenaw counties.

b. Marlo may, upon notice to Beauty Holding, assign the License to any third party to design, prepare, manufacture, advertise, distribute, promote and sell licensed MARLO and MARLO BEAUTY SUPPLY Products in accordance with the terms of the License, but only upon prior notice per this Agreement to Beauty Holding, and only if that person or entity agrees in writing to be bound by the terms of this Agreement in the same manner and to the same extent as Marlo, and to sign whatever documentation is required by Beauty Holding to confirm same.

c. Marlo shall distribute licensed MARLO and MARLO BEAUTY SUPPLY Products only in the channels of distribution described in paragraph 4(a), and Beauty Holding shall otherwise have exclusive rights to the PROPERTY throughout the world.

d. All rights in the MARLO and MARLO BEAUTY SUPPLY MARKS and PROPERTY, other than those specifically licensed herein, are reserved by Beauty Holding for its own use and benefit. All use of PROPERTY inures to Beauty Holding as trademark holder and licensor.

e. Marlo hereby represents and warrants that its design, preparation, manufacture, distribution, advertisement, promotion, marketing, distribution and sale of products and services under the licensed PROPERTY, will not infringe upon or violate any patent, copyright, trademark, trade name, literary, artistic or other intellectual property right, right of privacy, or any right of any person, firm, or corporation, and will not contain any deceptive, libelous or unlawful material.

f. Marlo recognizes and acknowledges that it has rights and obligations to use the PROPERTY under the License, and that Beauty Holding is relying on Marlo to prove continued use or commercialization of the PROPERTY for trademark purposes. Therefore, Marlo shall take all necessary steps, and any steps reasonably requested by Beauty Holding, to prevent or avoid any misuse or loss of the PROPERTY. Marlo shall cooperate fully and in good faith with Beauty Holding for the purpose of securing and preserving Beauty Holding's rights in and to the PROPERTY. Nothing contained in this Agreement shall be construed as an assignment or grant to Marlo of any right, title or interest in or to the PROPERTY, except for the License as specifically and expressly provided.

5. Rights of Approval and Quality Control

a. Marlo represents, warrants, covenants and agrees that its licensed MARLO and MARLO BEAUTY SUPPLY Products will be distributed in the same or similar manner and will be of at least the same quality as products designed, prepared, manufactured, advertised, distributed, promoted and sold by Marlo and services provided by Marlo under MARLO and MARLO BEAUTY SUPPLY Marks during the year prior to the execution of this Agreement.

b. Marlo agrees to use displays, formats and designs of licensed PROPERTY of at least the same quality as in existence as of the execution of this Agreement, or which Beauty Holding hereafter approves in writing, and that upon written notice, Beauty Holding shall have the right to restrict to the extent reasonable the use of a particular display design or format of the MARLO and MARLO BEAUTY SUPPLY MARKS.

c. Marlo agrees to affix to any such notice or notices of trademark or copyright ownership as reasonably directed by Beauty Holding, such as, without limitation, "MARLO is a registered trademark used under license".

6. Protection of Beauty Holding's Rights

a. Beauty Holding may, in its sole discretion, file applications for trademark or copyright registrations for PROPERTY or may take other action which it deems necessary to enforce or protect Beauty Holding's rights therein at Beauty Holding's sole expense, and Marlo agrees to cooperate with and assist Beauty Holding in such matters as requested by it, including the execution and delivery of such documents as Beauty Holding deems necessary to obtain such protection.

b. Marlo shall not: (1) attack or in any way contest or object to any right, title or interest of Beauty Holding in and to any Property or the License, or the validity or enforceability of the

Property or the License, or assist another to do so; (2) incur any expenses chargeable to Beauty Holding without the prior written approval of Beauty Holding; (3) market or distribute the Licensed MARLO and MARLO BEAUTY SUPPLY Products other than as expressly permitted in this Agreement; and (4) use, in a way that creates another trademark including the words "MARLO and MARLO BEAUTY SUPPLY" or confuses the purchasing public, any of the Property or any portion thereof with or in connection or association with any name or trademark not owned by Beauty Holding, other than as specified in writing by Beauty Holding. By way of limitation and not example, Beauty Holding specifically approves use by Marlo of the company name Marlo Beauty Supply, Inc. during the term of the License.

7. Product Warranty and Indemnification

a. Marlo represents and warrants that all MARLO and MARLO BEAUTY SUPPLY Products and licensed MARLO and MARLO BEAUTY SUPPLY Products previously or hereafter designed, prepared, manufactured, advertised, distributed, promoted and sold by Marlo, were and will be in conformity in all respects with all applicable federal, state and local laws and regulations

b. Marlo RECOGNIZES AND ACKNOWLEDGES THAT, AS IT HAS RIGHTS TO USE THE PROPERTY UNDER THIS LICENSE, AND BEAUTY HOLDING HAS NO OTHER INTENT TO USE OR OTHERWISE COMMERCIALIZE THE PROPERTY, PROTECTION OF THE PROPERTY IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF Marlo. Marlo RECOGNIZES AND ACKNOWLEDGES THAT BEAUTY HOLDING SHALL HAVE NO RESPONSIBILITY, OTHER THAN INITIAL REGISTRATION, TO PROTECT, DEFEND AGAINST INFRINGEMENT OF, OR OTHERWISE ASSURE THE CONTINUED AVAILABILITY OF THE PROPERTY, AND ALL SUCH OBLIGATIONS FALL ON Marlo. FURTHER, AS MARLO IS THE EXCLUSIVE USER OF THE PROPERTY IN COMMERCE, Marlo HEREBY AGREES TO ENTER A DEFENSE OF, DEFEND WITH COUNSEL REASONABLY SATISFACTORY TO BEAUTY HOLDING, INDEMNIFY AND HOLD BEAUTY HOLDING AND ALL BEAUTY HOLDING SUBSIDIARIES AND AFFILIATES, THEIR OFFICERS, EMPLOYEES, AGENTS AND/OR REPRESENTATIVES IN THEIR CAPACITIES AS SUCH (SOMETIMES "BEAUTY HOLDING INDEMNITEES"), HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL OR ALLEGED CLAIMS, LIABILITIES, LAWSUITS, CAUSES OF ACTION, SUITS, DAMAGES, COSTS AND EXPENSES (INCLUDING THE PAYMENT OF ATTORNEYS' FEES AND ALL OTHER REASONABLE COSTS OF DEFENSE INCURRED IN ACTIONS INVOLVING THIRD PARTIES OR BETWEEN THE PARTIES HERETO, AS INCURRED) FOR: (i) PERSONAL INJURIES, BODILY INJURY, PROPERTY DAMAGE OR VIOLATIONS OF LAWS OR REGULATIONS ARISING OUT OF OR RELATED TO Marlo's DESIGN, MANUFACTURE, SALE OR DISTRIBUTION (WHETHER BEFORE OR AFTER THE EXECUTION OF THIS AGREEMENT) OF PRODUCTS OR SERVICES IN CONNECTION WITH THE USE OF ANY PROPERTY (INCLUDING THOSE PREMISED UPON THE THEORIES OF GROSS NEGLIGENCE, PRODUCTS LIABILITY, OR STRICT LIABILITY); OR (ii) ANY BREACH OF ANY COVENANT OR AGREEMENT MADE BY Marlo IN THIS AGREEMENT; OR (iii) ANY BREACH OF ANY REPRESENTATION OR WARRANTY MADE BY Marlo IN THIS AGREEMENT, OR (iv) WHICH ANY BEAUTY HOLDING INDEMNITEE IS / OR

BECOMES LIABLE FOR, OR MAY INCUR, OR BE COMPELLED TO PAY BY REASON OF ANY ACTS, WHETHER OF OMISSION OR COMMISSION, THAT MAY BE COMMITTED OR SUFFERED BY Marlo OR ANY OF ITS OFFICERS, EMPLOYEES, AGENTS AND/OR REPRESENTATIVES: I) IN CONNECTION WITH Marlo's PERFORMANCE OF THIS AGREEMENT, INCLUDING ALL ASPECTS OF Marlo's OPERATION AND USE OF THE LICENSE OR II) Marlo's BUSINESS BEFORE OR AFTER THE DATE OF THIS AGREEMENT.

c. Marlo and Beauty Holding each agree to give the other prompt written notice of any claims, including any claims asserted or made by any governmental authority, for which the other might be liable.

d. Marlo shall carry and keep in force throughout the term of this Agreement, a comprehensive general liability (CGL) insurance policy, with a broad form vendor's endorsement, products, contractual and completed operations endorsements, or such other insurance coverage, in policy type and amounts as exist and are maintained at the execution of this Agreement.

e. Notwithstanding any other provision of this Agreement, Marlo shall not be liable, by virtue of any indemnity in this Agreement, for legal fees or other costs encompassed by any of the following subparagraphs: (i) fees or other costs incurred before a proper tender of defense is made to Marlo (except as may be reasonably and immediately necessary before notice to protect any of Beauty Holdings' immediate interests during the pendency of notice or claim); (ii) fees or other costs incurred by any attorney not selected by Marlo unless Marlo fails to timely select counsel; (iii) costs for time of directors, officers, individual shareholders or employees of Beauty Holdings; or (iv) fees or other costs of any auditor or accountant in connection with any audit or report unless requested by counsel selected by Marlo or by a court of competent jurisdiction.

8. Termination

a. If Marlo breaches any term or fails to perform any of its obligations under this Agreement and fails to cure such breach or default within forty (40) days of written notice from Beauty Holding, Beauty Holding may, in addition to any other rights and remedies to which it may be entitled, immediately terminate the License.

b. Beauty Holding may, in its sole discretion, immediately terminate the License if: Marlo files a petition in bankruptcy or is adjudged as bankrupt, or if a petition in bankruptcy is filed against Marlo, or if Marlo becomes insolvent, or makes an assignment for the benefit of creditors, or if Marlo discontinues in whole its business, or if a receiver is appointed for Marlo or Marlo's business which is not discharged within thirty (30) days, whereupon, no creditor, agent, representative, receiver, or trustee of Marlo shall have the right to dispose of any of the licensed MARLO and MARLO BEAUTY SUPPLY Products without the prior written consent of Beauty Holding.

c. Upon the expiration of the License granted under this Agreement or any earlier termination of the Agreement: (i) all rights granted to Marlo under the limited license shall automatically terminate and Marlo shall execute any and all documents evidencing the same; (ii) the obligations assumed by Marlo which would ordinarily survive, shall survive, including paragraphs 2, 3, 4, 7, 8, 9 and 10; nothing in this subparagraph constitutes an exhaustive list of the obligations that shall survive. (iii) Marlo shall immediately discontinue permanently all use of the MARLO and MARLO BEAUTY SUPPLY Marks (or any similar name or mark) and other PROPERTY, subject to the provisions of this Agreement hereinbelow, and any further sale of licensed MARLO and MARLO BEAUTY SUPPLY Products.

9. Disposal of Stock upon Termination or Expiration

Upon termination of the License, Marlo shall dispose of any and all products bearing MARLO and MARLO BEAUTY SUPPLY MARKS or other PROPERTY, which are on hand or in process, as reasonably directed by Beauty Holding, considering the respective rights of the parties; provided, however, Marlo shall have a reasonable period of time to sell MARLO and MARLO BEAUTY SUPPLY Products then on hand or in process if the termination is not due to any breach of this Agreement by Marlo.

10. Litigation

a. If Marlo becomes aware of any infringement or dilution by third parties of any right in any PROPERTY, Marlo shall promptly notify Beauty Holding in writing thereof. Marlo will take appropriate action, provided it wishes to continue to preserve, protect and to continue using the PROPERTY against such infringement or dilution use.

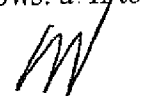
b. In the event that Marlo brings an action against an infringement or dilution of PROPERTY, such action will be at Marlo's cost and expense. In no event will Marlo enter into any settlement respecting such matter which allows, in Beauty Holding's sole opinion, any such infringement or dilution to continue, or which limits Marlo's or Beauty Holding's use of any PROPERTY without Beauty Holding's prior written consent. Either party, at the other party's request and expense, shall provide full and complete cooperation, including execution of all reasonably necessary documents, with respect to the requesting party's efforts to protect or enforce rights in the PROPERTY.

11. Consideration

In consideration for the assignment of the Property and other rights of Marlo as expressed in this Agreement, Beauty Holding agrees to pay Marlo Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged and agreed to be sufficient.

12. Notices

All notices, requests, consents, and other communications required or permitted to be given hereunder shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, or by overnight delivery service, providing proof of delivery, as follows: a. If to



Marlo, to: Marlo Beauty Supply, Inc., 2660 Burdett, Ferndale, Michigan 48220, Attn: President;
b. If to Beauty Holding, to: Beauty Holding LLC, c/o Sally Beauty Supply LLC, 3001 Colorado Boulevard, Denton, TX 76210, Attn: Senior Vice President and General Counsel. Any notice so given shall be deemed delivered when received. Any party may change the address to which notices are to be sent by giving written notice of such change of address to the other parties in the manner herein provided for giving notice.

15. General

a. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas applicable to agreements made and to be performed entirely in Denton County, Texas. Except as may be needed to enforce rights against and involving third parties, the courts that sit with jurisdiction over Denton County, Texas, will have exclusive venue in any action interpreting this Agreement or in which it is alleged that a party hereto has breached any term of such Agreement.

b. The headings contained herein are for reference purposes only and shall in no way affect the meaning or interpretation of this Agreement.

c. Nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers, and Marlo shall have no power to obligate or bind Beauty Holding in any manner whatsoever, and Beauty Holding shall have no power to obligate or bind Marlo in any manner whatsoever. Neither party will hold itself out to be an agent of the other party, act for or bind the other party in any dealing with a third party.

d. This Agreement sets forth the entire agreement and understanding of the parties hereto with respect to the matters addressed herein, and supersedes all prior agreements, arrangements, and understandings. No representation, promise, or inducement has been made by any party that is not embodied in this Agreement, and no party shall be bound by or liable for any alleged representation, promise, or inducement not so set forth.

e. Except as otherwise allowed by this Agreement, the rights under this Agreement and this Agreement itself may not be assigned by Marlo without the prior written approval of Beauty Holding.

f. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and manually signed by the party against whom the modification, amendment, or waiver is to be asserted. The term "manually" means pen and ink signatures made by authorized representatives of the parties on typed or printed amendments in a form attached to the Agreement. The corporate titles of authorized representatives who may amend the Agreement are specified as follows: CEO, CFO, President or Senior Vice President. Further, by way of example and not limitation, the terms of the Agreement cannot be amended by websites or other online agreements. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, of

SCHEDULE A

- 1 MARLO and MARLO BEAUTY SUPPLY
- 2 All trademarks, symbols or logos comprising in whole or in part the terms "MARLO" and "MARLO BEAUTY SUPPLY", or any variation thereof, displayed in any manner, with or without a design element; including without limitation the following graphic:



- 3 All names, marks and trade dress displayed on packaging or advertising bearing a mark described in paragraphs 1 or 2 above.
- 4 All federal, state and other registrations and applications for registrations for names, marks and trade dress described in paragraphs 1, 2 or 3 above, including but not limited to the following:

TRADEMARK
MARLO
MARLO BEAUTY SUPPLY

U.S. FEDERAL REGISTRATION
U.S. Registration Number 660,213
U.S. Registration Number 1,726,434

SCHEDULE B

All products and services listed in the Goods and Services descriptions for trademarks MARLO (U.S. Registration Number 660,213), MARLO BEAUTY SUPPLY (U.S. Registration Number 1,726,434), and hair, nail and skin care products and personal beauty care products in International Class 3, and related beauty supply hard goods and appliances, and salon fixtures and equipment

SCHEDULE C

Trademark Assignment Abstract of Title

Total Assignments: 1
Serial #: 72000505 Filing Dt: 01/11/1956 Reg #: 660213 Reg. Dt: 04/01/1958
Registrant: MARLO MANUFACTURING CORP.
Mark: MARLO
Assignment: 1
Reel/Frame: 0807/0910 Received: Recorded: 08/14/1991 Pages: 3
Conveyance: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL. SUBJECT TO THE AGREEMENT RECITED DATED JUNE 11, 1991
Assignor: MARLO MANUFACTURING CORPORATION
Exec Dt: 06/11/1991
Entity Type: CORPORATION
Citizenship: INDIANA
Assignee: MARLO BEAUTY SUPPLY
2660 BURDETTE, FERNDAL, MICHIGAN 48220
Entity Type: CORPORATION

A handwritten signature in black ink, appearing to be a stylized name.

Citizenship: MICHIGAN

ASSIGNMENT

THIS ASSIGNMENT is made this 13 day of August, 2007, by Marlo Beauty Supply, Inc., a corporation organized under the laws of Michigan located at and making this Assignment at 2660 Burdett, Ferndale, Michigan 48220 ("Assignor") to BEAUTY HOLDING LLC, a limited liability company organized under the laws of Delaware, with its principal place of business at 3001 Colorado Blvd., Denton, Texas 76210 ("Assignee").

WHEREAS, Assignor has adopted and used in the United States the names and trademarks listed or described in the Schedule attached hereto and is the owner of registrations or applications for registration of such names and trademarks including those shown in said Schedule; and

WHEREAS, Assignor is the owner of any United States copyrights in the aforesaid names and trademarks; and

WHEREAS, the Assignee wishes to acquire all rights, title and interest in and to the aforesaid names and trademarks, the good will associated therewith, the aforesaid registrations and applications for registrations, and the copyrights in such names and trademarks (hereinafter collectively "Property").

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee all rights, title and interests in and to the Property, together with the good will of the business which is symbolized by the aforesaid trademarks or other Property, and the right to recover damages and profits, and all other remedies, for past infringements or other violations of the Property or rights therein.

MARLO BEAUTY SUPPLY, INC

By: Michael Asher
Name: Mike Asher
Title: Chairman

SCHEDULE A TO ASSIGNMENT

TRADEMARK
MARLO
MARLO BEAUTY SUPPLY

U.S. FEDERAL REGISTRATION
U.S. Registration Number 660,213
U.S. Registration Number 1,726,434