

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
B & H Education, Inc.		07/30/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Amalgamated Bank		
Street Address:	275 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3058450	MARINELLO	
Registration Number:	3058451	MARINELLO	
Registration Number:	3058453	MARINELLO SCHOOLS OF BEAUTY	
Registration Number:	3058454	MARINELLO SCHOOLS OF BEAUTY	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	768212		
NAME OF SUBMITTER:	Jean Paterson		

TRADEMARK

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REEL: 003875 FRAME: 0542

CH \$115.00 3058450

Signature:	/Jean Paterson/
Date:	10/23/2008
Total Attachments: 4 source=10-23-08 B&H Education-TM#page1.tif source=10-23-08 B&H Education-TM#page2.tif source=10-23-08 B&H Education-TM#page3.tif source=10-23-08 B&H Education-TM#page4.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

B & H Education, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 30, 2008

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Grant of Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☒ No

Name: Amalgamated Bank

Internal

Address: _____

Street Address: 275 Seventh Avenue

City: New York

State: New York

Country: USA Zip: 10001

- ☒ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

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)

3,058,450; 3,058,451; 3,058,453; 3,058,454

Additional sheet(s) attached? ☐ Yes ☒ No

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

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

Name: Janelle Telesford, Legal Assistant

Internal Address: Emmet, Marvin & Martin LLP

Street Address: 120 Broadway

City: New York

State: NY Zip: 10271

Phone Number: 212-238-3244

Fax Number: 212-238-3100

Email Address: jtelesford@emmetmarvin.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

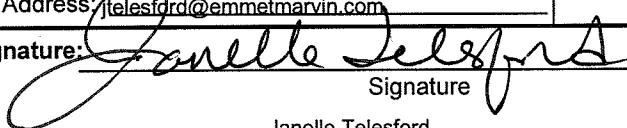
- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:



Signature

October 22, 2008

Date

Janelle Telesford

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **B & H EDUCATION, INC.**, a Delaware corporation (the "Grantor"), together with **SCOPE BEAUTY ENTERPRISES, INC.** (the "Guarantor"), and **AMALGAMATED BANK** (the "Secured Party"), are parties to a certain Loan Agreement, dated July 30, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") pursuant to which the Secured Party has agreed to make loans and certain other financial accommodations to the Grantor. In connection therewith, the Grantor and the Guarantor have entered into a Security Agreement, dated July 30, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 275 Seventh Avenue, New York, New York 10001.

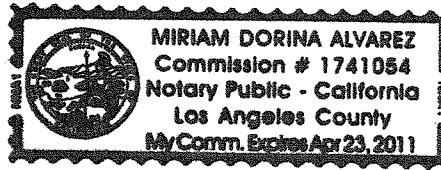
IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 30th day of July, 2008.

B & H EDUCATION, INC.

By: 

Michael Flecker
Chief Financial Officer

STATE OF California)
COUNTY OF Los Angeles) ss.:



On the 31 day of July in the year 2008 before me, the undersigned, personally appeared Michael Flecker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

My Commission Expires:

April 23, 2011

Schedule 1
to
Grant of Security Interest (Trademarks)
By B & H Education, Inc.
Dated July 31, 2008

<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Marinello	UNITED STATES	76-600523	3,058,450	2/14/2006
Marinello	UNITED STATES	76-600664	3,058,451	2/14/2006
Marinello Schools of Beauty	UNITED STATES	76-601143	3,058,453	2/14/2006
Marinello Schools of Beauty	UNITED STATES	76-601144	3,058,454	2/14/2006