

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gene Juarez Beauty Schools LLC		12/06/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Gene Juarez Salons LLC		
Street Address:	3326 160th Avenue SE, Suite 400		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98008		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3155759	GENE JUAREZ ADVANCED TRAINING SALON	
Registration Number:	3155761	GENE JUAREZ SALON	
Registration Number:	3087115	GJ	
Registration Number:	3155762	GENE JUAREZ SALONS & SPAS	
Registration Number:	3087116	GJ	
Registration Number:	1600221	BESO DE COLOR	
CORRESPONDENCE DATA			
Fax Number:	(312)660-0471		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-861-6371		
Email:	rprescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	200 E. Randolph Drive		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60601		

CH \$165.00 3155759

ATTORNEY DOCKET NUMBER:	13879-2 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	12/10/2008
Total Attachments: 4 source=GJ Beauty Schools-GJ Salons TM Assgmt#page1.tif source=GJ Beauty Schools-GJ Salons TM Assgmt#page2.tif source=GJ Beauty Schools-GJ Salons TM Assgmt#page3.tif source=GJ Beauty Schools-GJ Salons TM Assgmt#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 6, 2008 ("Effective Date") by and between **Gene Juarez Beauty Schools LLC**, a Delaware limited liability company, with its principal office at 3326 160th Avenue SE, Suite 400, Bellevue, Washington 98008 ("Assignor"), 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, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, and the State of Washington trademark registrations set forth on Schedule B 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, Assignor hereby sells, assigns, transfers and sets 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 Assignor 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.

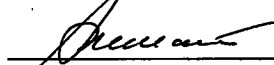
Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

* * * * *

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


GENE JUAREZ BEAUTY SCHOOLS LLC



Name: B.W. MATTHEWS

Title: CEO

GENE JUAREZ SALONS LLC



Name: B.W. MATTHEWS

Title: CEO

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
3155759	10/17/2006	GENE JUAREZ ADVANCED TRAINING SALON & DESIGN
3155761	10/17/2006	GENE JUAREZ SALON (STYLIZED)
3087115	5/2/2006	GJ & DESIGN
3155762	10/17/2006	GENE JUAREZ SALONS & SPAS (STYLIZED)
3087116	5/2/2006	GJ & DESIGN
1600221	6/12/1990	BESO DE COLOR

SCHEDULE B

STATE OF WASHINGTON TRADEMARK REGISTRATION

Trademark No.	Registration Date	Mark
16088	10/30/1985	GENE JUAREZ SALONS