

## 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.  |   | 05/03/2010                  | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA   |   |                             |                       |
| Name:  | BANK OF MONTREAL, as Administrative Agent |                             |                       |
| Street Address:  | 115 South LaSalle Street                  |                             |                       |
| City:  | Chicago                                   |                             |                       |
| State/Country:   | ILLINOIS                                  |                             |                       |
| Postal Code:   | 60603                                     |                             |                       |
| Entity Type:   | Chartered Bank: CANADA                    |                             |                       |
| 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:  | (312)863-7806                             |                             |                       |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |   |                             |                       |
| Phone:   | 312-863-7198                              |                             |                       |
| Email:   | nancy.brougher@goldbergkohn.com           |                             |                       |
| Correspondent Name:  | Nancy Brougher                            |                             |                       |
| Address Line 1:  | Goldberg Kohn Ltd.                        |                             |                       |
| Address Line 2:  | 55 East Monroe Street, Suite 3300         |                             |                       |
| Address Line 4:  | Chicago, ILLINOIS 60603                   |                             |                       |
| ATTORNEY DOCKET NUMBER:  | 3630.077                                  |                             |                       |
| NAME OF SUBMITTER:   | Nancy Brougher                            |                             |                       |

TRADEMARK

900161286

REEL: 004198 FRAME: 0721

OP \$115.00 3058450

|   |            |
|---|------------|
| Signature:  | /njb/      |
| Date:   | 05/04/2010 |
| <b>Total Attachments: 6</b><br>source=Trademark Security Agreement#page1.tif<br>source=Trademark Security Agreement#page2.tif<br>source=Trademark Security Agreement#page3.tif<br>source=Trademark Security Agreement#page4.tif<br>source=Trademark Security Agreement#page5.tif<br>source=Trademark Security Agreement#page6.tif |            |

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of May 3, 2010, by B & H EDUCATION, INC., a Delaware corporation ("Grantor"), in favor of BANK OF MONTREAL, as administrative agent ("Administrative Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor, the "Guarantors" from time to time party thereto, Administrative Agent and the lenders from time to time party thereto ("Lenders"), Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of Grantor; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that Grantor shall have executed and delivered to Administrative Agent (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantor, the other "Debtors" party thereto and Administrative Agent and (b) this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The term "Trademarks" shall mean all of Grantor's trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, all registrations thereof, and all applications in connection therewith (other than "intent to use" trademark applications until such time as a verified statement of use is accepted by the United States Patent and Trademark Office with respect to such applications), including, without limitation, the trademark and service mark registrations and applications listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, Grantor hereby grants to Administrative Agent a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Security Agreement, the Security Agreement shall control.

4. TERMINATION. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Obligations (other than unasserted contingent indemnity obligations) have been fully paid and satisfied and the commitment of the Administrative Agent and the Lenders to extend credit to or for the account of Grantor under the Credit Agreement have expired or otherwise terminated. Upon such termination of this Agreement, the Administrative Agent shall, upon the request and at the expense of Grantor, forthwith release its lien hereunder. Upon the sale, transfer or other disposition of any Trademark Collateral in accordance with the terms and conditions of the Credit Agreement (including a sale, transfer or disposition permitted by the terms of the Credit Agreement or which has otherwise been consented to in accordance with the terms of the Credit Agreement), the Administrative Agent's lien in such Trademark Collateral shall be automatically released and the Administrative Agent shall, upon the request and at the expense of Grantor, forthwith release its lien hereunder.

5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

6. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

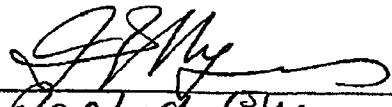
7. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

8. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

B & H EDUCATION, INC.

By   
Name Rashed Ouyas  
Title CEO

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

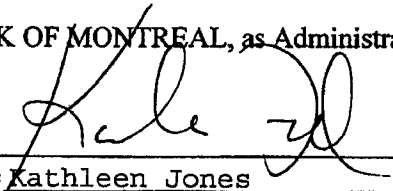
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

B & H EDUCATION, INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By  \_\_\_\_\_  
Name Kathleen Jones  
Title Managing Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**U.S. TRADEMARK REGISTRATIONS**

| <b>Mark</b>                             | <b>Reg. No.</b> | <b>Reg. Date</b> |
|---|-----------------|------------------|
| MARINELLO                               | 3,058,450       | 2/14/2006        |
| MARINELLO                               | 3,058,451       | 2/14/2006        |
| MARINELLO SCHOOLS OF<br>BEAUTY & Design | 3,058,453       | 2/14/2006        |
| MARINELLO SCHOOLS OF<br>BEAUTY & Design | 3,058,454       | 2/14/2006        |

**U.S. TRADEMARK APPLICATIONS**

None.