

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
Beauty Holding LLC		05/25/2010	LIMITED LIABILITY COMPANY: DELAWARE
Innovations-Successful Salon Services, Inc.		05/25/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	GE Business Financial Services, Inc.
Street Address:	299 Park Avenue
Internal Address:	5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3608358	BRILLIANCE SHINE & FREEZE
Registration Number:	3678570	COSMOPROF
Registration Number:	3678571	COSMOPROF
Registration Number:	3595643	CURL COUTURE
Registration Number:	3667199	CURL-IT-UP
Registration Number:	3658921	ENRICH YOUR HAIR IN SILKY COLOR!
Registration Number:	3558403	FINAL TAKE
Registration Number:	3665357	ION
Registration Number:	3588164	JAYME HAIR COLLECTION
Registration Number:	3628221	MOCHA MADNESS
Registration Number:	3588622	POWER IQ

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Registration Number:	3559977	PROCLUB
Registration Number:	3677443	PUT YOUR FEET UP
Registration Number:	3680876	REDEFINE
Registration Number:	3583116	SALLY BEAUTY SALLY BEAUTY SUPPLY
Registration Number:	3583120	SALLY BEAUTY SALLY BEAUTY SUPPLY
Registration Number:	3588528	SALON CARE BLUE FLASH
Registration Number:	3677392	SATIN STRANDS
Registration Number:	3633668	SAVVY BLUSH TOUCH
Registration Number:	3633669	SAVVY GET BRONZED
Registration Number:	3592501	SILK ELEMENTS
Registration Number:	3716580	SMOOTH POLISH
Registration Number:	3716507	THICK ENUFF
Registration Number:	3677502	TOTAL IMPACT
Registration Number:	3719268	TSC
Registration Number:	3562205	WAXED OUT
Registration Number:	3715999	WET LOOK
Registration Number:	3667152	ZERO TO SEXY

CORRESPONDENCE DATA

Fax Number: (312)558-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3125586352
Email: lkonrath@winston.com
Correspondent Name: Laura Konrath
Address Line 1: 35 West Wacker Drive
Address Line 2: Winston & Strawn LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	80034-1297
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	06/07/2010

Total Attachments: 9
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EXECUTION COPY

SUPPLEMENT AND AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Supplement"), dated as of May 25, 2010, by BEAUTY HOLDING LLC and INNOVATIONS – SUCCESSFUL SALON SERVICES (each, a "Grantor" and collectively, the "Grantors") in favor of GE BUSINESS FINANCIAL SERVICES, INC., successor by merger to Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services ("GE BFS"), as Administrative Agent (in such capacity, "Administrative Agent") and Collateral Agent (in such capacity, "Collateral Agent") for the Lenders, amends and supplements that certain Trademark Security Agreement, dated as of November 16, 2006 (as amended and supplemented to date, the "Trademark Security Agreement"), which continues in effect as so amended and supplemented as set forth herein.

WITNESSETH:

WHEREAS, pursuant to that certain: (i) Credit Agreement, dated as of November 16, 2006 (as from time to time amended, restated, supplemented or otherwise modified, the "ABL Credit Agreement"), by and among Sally Holdings LLC, Beauty Systems Group LLC, Sally Beauty Supply LLC, the Canadian Borrowers from time to time party to the Credit Agreement, the several banks and other financial institutions from time to time parties thereto (the "Lenders"), and GE BFS, as Administrative Agent and as Collateral Agent for the Lenders, and (ii) U.S. Guarantee and Collateral Agreement, dated as of November 16, 2006, in favor of the Administrative Agent and the Collateral Agent (the "ABL Guarantee and Collateral Agreement"), the Grantors have entered into the Trademark Security Agreement;

WHEREAS, Grantors, Administrative Agent and Collateral Agent desire to supplement and amend the Trademark Security Agreement in order to include thereunder such trademarks and trademark applications now owned, as set forth in Schedule I hereto.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, and to induce Lenders to continue to make their respective extensions of credit to the Borrowers under the ABL Credit Agreement, it is agreed as follows:

1. DEFINITIONS.

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

TRADEMARK
REEL: 004219 FRAME: 0728

2. SUPPLEMENT AND AMENDMENT TO THE TRADEMARK SECURITY AGREEMENT.

The Trademark Security Agreement is hereby supplemented and amended by adding to the Trademarks listed therein those set forth on Schedule A hereto.

This Supplement shall be deemed to be a supplement and amendment to the Trademark Security Agreement and shall not be construed in any way as a replacement therefor. All of the terms and provisions of this Supplement are hereby incorporated by reference into the Trademark Security Agreement as if such terms and provisions were set forth in full therein.

3. CONTINUED EFFECTIVENESS OF TRADEMARK SECURITY AGREEMENT.

The Trademark Security Agreement is, and shall continue to be, in full force and effect and is hereby supplemented and amended by this Supplement.

4. OTHER TERMS.

4.1 Headings. The headings in this Supplement are for convenience of reference only and are not part of the substance of this Supplement.

4.2 Successors and Assigns. This Supplement shall be binding upon and inure to the benefit of the Secured Parties and Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Secured Parties given in accordance with the ABL Credit Agreement, assign any right, duty or obligation hereunder.

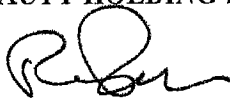
4.3 Counterparts. This Supplement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

4.4 GOVERNING LAW. THIS SUPPLEMENT 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.

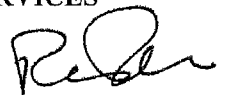
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed and delivered as of the date first set forth above.

BEAUTY HOLDING LLC

By: 
Name: Paul Pous
Title: SVP & Sec'y

INNOVATIONS - SUCCESSFUL SALON SERVICES

By: 
Name: Paul Pous
Title: SVP & Sec'y

Accepted and Agreed:

GE BUSINESS FINANCIAL SERVICES, INC.,
f/k/a, Merrill Lynch Capital, a division of
Merrill Lynch Business Financial Services Inc., as
Collateral Agent and Administrative Agent,

By: *Kristina M. Miller*
Name: KRISTINA M. MILLER
Title: DULY AUTHORIZED SIGNATORY

ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS)
) ss.
COUNTY OF DENTON)

On this 17th day of May, 2010 before me personally appeared RAAL ROOS proved to me on the basis of satisfactory evidence to be the person[s] who executed the foregoing instrument on behalf of Beauty Holding LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company, as authorized by its board of managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.



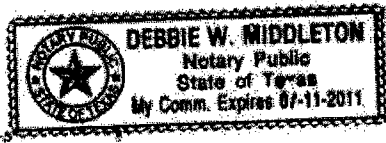
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Debbie W. Middleton
Notary Public

ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS)
) ss.
COUNTY OF DENTON)

On this 17th day of May, 2010 before me personally appeared RAAL ROOS proved to me on the basis of satisfactory evidence to be the person[s] who executed the foregoing instrument on behalf of Innovations – Successful Salon Services, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation, as authorized by its board of directors, and that he acknowledged said instrument to be the free act and deed of said corporation.



{seal}

Debbie W. Middleton
Notary Public

SCHEDULE A
to
SUPPLEMENT AND AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT

[See attached]

U.S. TRADEMARK REGISTRATIONS CALENDAR YEAR 2009

NAME	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COUNTRY
BRILLIANCE SHINE & FREEZE	3608358	04/21/2009	Beauty Holding LLC	U.S.
COSMOPROF	3678570	09/08/2009	Innovations – Successful Salon Services	U.S.
COSMOPROF	3678571	09/08/2009	Innovations – Successful Salon Services	U.S.
CURL COUTURE	3595643	03/24/2009	Beauty Holding LLC	U.S.
CURL-IT-UP	3667199	08/11/2009	Beauty Holding LLC	U.S.
ENRICH YOUR HAIR IN SILKY COLOR!	3658921	07/21/2009	Beauty Holding LLC	U.S.
FINAL TAKE	3558403	01/06/2009	Beauty Holding LLC	U.S.
ION	3665357	08/04/2009	Beauty Holding LLC	U.S.
JAYME HAIR COLLECTION	3588164	03/10/2009	Beauty Holding LLC	U.S.
MOCHA MADNESS	3628221	05/26/2009	Beauty Holding LLC	U.S.
POWER IQ	3588622	03/10/2009	Beauty Holding LLC	U.S.
PROCLUB	3559977	01/13/2009	Beauty Holding LLC	U.S.
PUT YOUR FEET UP	3677443	09/01/2009	Beauty Holding LLC	U.S.
REDEFINE	3680876	09/08/2009	Beauty Holding LLC	U.S.
SALLY BEAUTY & Design SALLY BEAUTY SUPPLY	3583116	03/03/2009	Beauty Holding LLC	U.S.
SALLY BEAUTY & Design SALLY BEAUTY SUPPLY	3583120	03/03/2009	Beauty Holding LLC	U.S.
SALON CARE BLUE FLASH	3588528	03/10/2009	Beauty Holding LLC	U.S.
SATIN STRANDS	3677392	09/01/2009	Beauty Holding LLC	U.S.
SAVVY BLUSH TOUCH	3633668	06/09/2009	Beauty Holding LLC	U.S.
SAVVY GET BRONZED	3633669	06/09/2009	Beauty Holding LLC	U.S.
SILK ELEMENTS	3592501	03/17/2009	Beauty Holding LLC	U.S.
SMOOTH POLISH	3716580	11/24/2009	Beauty Holding LLC	U.S.
THICK ENUFF	3716507	11/24/2009	Beauty Holding LLC	U.S.

U.S. TRADEMARK REGISTRATIONS CALENDAR YEAR 2009 (CONT'D)

NAME	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COUNTRY
TOTAL IMPACT	3677502	09/01/2009	Beauty Holding LLC	U.S.
TSC	3719268	12/01/2009	Beauty Holding LLC	U.S.
WAXED OUT	3562205	01/13/2009	Beauty Holding LLC	U.S.
WET LOOK	3715999	11/24/2009	Beauty Holding LLC	U.S.
ZERO TO SEXY	3667152	08/11/2009	Beauty Holding LLC	U.S.