3113018

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
Marianna Industries, Inc.		07/29/2010	CORPORATION: NEBRASKA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3113018	GVP
Registration Number:	3115264	GVP
Registration Number:	3596426	GVP
Registration Number:	3170628	GENERIC VALUE PRODUCTS
Registration Number:	3245401	GENERIC VALUE PRODUCTS
Registration Number:	3632859	GENERIC VALUE PRODUCTS
Registration Number:	2180526	GENERIC VALUE PRODUCTS

CORRESPONDENCE DATA

Fax Number: (404)881-7777

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-881-7000

Email: trademarks@sallybeauty.com

Correspondent Name: Ginabeth B. Hutchison

Address Line 1: 1201 West Peachtree Street

Address Line 4: Atlanta, GEORGIA 30309-3424

TRADEMARK

REEL: 004254 FRAME: 0472

CH \$190.00

900168625

NAME OF SUBMITTER:	Ginabeth B. Hutchison	
Signature:	/Ginabeth B. Hutchison/	
Date:	08/03/2010	
Total Attachments: 2 source=Assignment for GVP, Sally Beauty#page1.tif source=Assignment for GVP, Sally Beauty#page2.tif		

TRADEMARK REEL: 004254 FRAME: 0473

SCHEDULE C

UNITED STATES TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made effective 29, 2010, by Marianna Industries, Inc., a corporation located at and making this Assignment at 11222 "I" Street, Omaha, NE 68137 ("Assignor") to BEAUTY HOLDING LLC., a Delaware limited liability company with its principal place of business at 3001 Colorado Blvd., Denton, Texas76210 ("Assignee").

WHEREAS, Assignor has adopted and used in the United States the names and trademarks listed or described in the Schedule hereto (hereinafter, as adopted or used by Assignor, referred to as the "GVP Marks and Names") and is the owner of registrations or applications for registration of such names and trademarks including those shown in said Schedule and any copyrights owned by Assignor in the GVP Marks and Names (hereinafter referred to as the "GVP Registrations and Copyrights");

WHEREAS, Assignor is willing to assign the GVP Marks and Names and GVP Registrations and Copyrights, in the United States, (hereinafter, collectively, the "Property); provided, however, inclusion of "copyrights" in the definitions of GVP Registrations and Copyrights and Property shall not result in Assignor being obligated to do anything concerning copyrights other than to assign to Assignee any copyrights owned by Assignor as defined in the GVP Registrations and Copyrights, and all parties hereto acknowledge Assignor is making no warranty or representation concerning copyrights, if any, of anyone else.

WHEREAS, Assignee wishes to acquire all rights, title and interest in and to the aforesaid 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 forever 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 uncollected damages and profits, and all other remedies, for past infringements or other violations of the Property or rights therein.

> MARIANNA INDUSTRIES, INC. By: Like Countino

Name: Bic Coentino
Title: Pand

TRADEMARK REEL: 004254 FRAME: 0474

SCHEDULE A TO ASSIGNMENT

GVP and GENERIC VALUE PRODUCTS

RECORDED: 08/04/2010

- 2. All trademarks, symbols or logos comprising in whole or in part the terms "GVP" or "GENERIC VALUE PRODUCTS" or any variations thereof, displayed in any manner with or without a design element;
- 3. All trade dress displayed on packaging or advertising bearing a mark described in paragraph 1 or 2 above. Provided, however, notwithstanding anything else in this Agreement, including without limitation any assignment evidenced by a Schedule to this Agreement, Assignor does not hereby warrant or represent that Assignor owns or controls such trade dress as distinguished from Sally or Beauty Holding owning or controlling such trade dress, or that such trade dress is free and clear of any liens, powers, or other rights that Sally or Beauty Holding conduct (including but not limited to transfers) created in favor of any third party.
- 4. All Assignor's federal, state and other registrations and applications for registrations for names, marks and trade dress described in paragraph 1 or 2 above, including but not limited to the following:

<u>MARK</u>	APPLICATION OR REGISTRATION
GVP GVP GVP	US Reg. No. 3,113,018 US Reg. No. 3,115,264 US Reg. No. 3,596,426
GENERIC VALUE PRODUCTS GENERIC VALUE PRODUCTS GENERIC VALUE PRODUCTS GENERIC VALUE PRODUCTS	US Reg. No. 3,170,628 US Reg. No. 3,245,401 US Reg. No. 3,632,859 US Reg. No. 2,180,526