

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A. (as successor by merger to LaSalle National Bank), as Collateral Agent		08/31/2010	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Ulta Salon, Cosmetics & Fragrance, Inc. (f/k/a Ulta3 Cosmetics & Salon, Inc.)		
Street Address:	1000 Remington Boulevard		
City:	Bolingbrook		
State/Country:	ILLINOIS		
Postal Code:	60440		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1845012	STUDIO GEAR	
Registration Number:	1681577	ULTA 3	
CORRESPONDENCE DATA			
Fax Number:	(703)519-1821		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	1725 Duke Street		
Address Line 2:	Suite 625		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	1009802-TM2		
NAME OF SUBMITTER:	Christopher E. Kondracki		

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**TRADEMARK
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Signature:	/Christopher E. Kondracki/
Date:	09/20/2010
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Ulta Salon, Cosmetics & Fragrance, Inc. (f/k/a Ulta3 Cosmetics & Salon, Inc.), a Delaware corporation ("Debtor"), with its chief executive office at 1000 Remington Boulevard, Bolingbrook, Illinois 60440, granted a security interest in and lien upon certain trademarks and related rights to Bank of America, N.A. (as successor by merger to LaSalle National Bank), as Collateral Agent ("Secured Party"), as set forth in that certain agreement, dated October 28, 1996, by Debtor in favor of Secured Party (the "Security Agreement");

WHEREAS, an executed copy of the Security Agreement was recorded in the United States Patent and Trademark Office on November 6, 1996 at Reel 1500 Frame 0797;

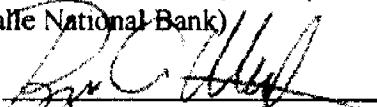
WHEREAS, Debtor has requested that Secured Party release and reassign its interest in any and all of Debtor's trademarks (the "Trademarks"), including, but not limited to, the Trademarks more fully identified in Schedule A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby:

1. releases and reassigns to Debtor any and all liens, security interests, right, title and interest of Secured Party pursuant to the Security Agreement in all of the Trademarks, including, but not limited to, those more fully identified in Schedule A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby, without recourse or representation or warranty, express or implied, of any kind;
2. agrees that any power of attorney or similar rights granted by Debtor to Secured Party pursuant to or in connection with the Security Agreement is terminated; and
3. authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.

IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in Trademarks to be executed by its duly authorized corporate officer as of August 31, 2010.

BANK OF AMERICA, N.A. (as successor by merger to
LaSalle National Bank)

By: 
Name: Roger Malouf
Title: Vice President

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS
LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark Name	Registration Number	<u>Registration Date</u>
STUDIO GEAR	1845012	July 12, 1994
ULTA 3	1681577	March 31, 1992