

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
ghd Professional, North America Inc.		04/04/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Lloyds TSB Bank plc		
Street Address:	33 Old Broad Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2N 1HZ		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3277677	THERMODYNAMICS	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	611651		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

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Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

04/15/2013

Total Attachments: 10

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**Grant of Security Interest
in United States Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, GHD PROFESSIONAL, NORTH AMERICA INC., a California corporation (the "Grantor"), having its chief executive office at 340 N. Westlake Blvd. Att: Sean Ragan, Finance Director, Suite #118, Westlake Village, CA 91362, hereby grants to LLOYDS TSB BANK PLC, as Security Agent, (the "Grantee"), with offices at 33 Old Broad Street, London EC2N 1HZ, a security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule A hereto;

(ii) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

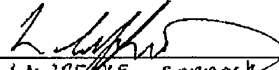
(iii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, including any Trademark listed on Schedule A hereto, or under any Trademark licensed under any Trademark License, including any such License listed on Schedule A hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of April 4, 2013, as amended, modified or supplemented from time to time (the "Security Agreement").

THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4 IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the
day of ~~March~~, 2013.
April

GHD PROFESSIONAL, NORTH AMERICA INC., as Grantor

By: 
Name: LAWRENCE COPPOCK
Title: VICE PRESIDENT

LLOYDS TSB BANK PLC, as Security Agent, as Grantee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the
1 day of ~~March~~ ^{April}, 2013.

GHD PROFESSIONAL, NORTH AMERICA INC., as Grantor

By: _____
Name:
Title:

LLOYDS TSB BANK PLC, as Security Agent, as Grantee

By: *[Signature]*
Name: J. K. [unclear]
Title: MANAGER

SCHEDULE A TO GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

TRADEMARKS

<i>International</i> Registration No.	Country	Issue Date	Mark
0878093	International	01/23/2006	Thermodynamics
U.S. Serial No. 78774701			
U.S. Registration No. 3277677			

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None