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
Great Clips, Inc.		09/10/2013	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	225 South Sixth Street
Internal Address:	Suite 2500
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1341594	GREAT CLIPS
Registration Number:	1610866	GREAT CLIPS FOR HAIR
Registration Number:	1620738	GREAT CLIPS FOR HAIR
Registration Number:	1778591	
Registration Number:	2013051	
Registration Number:	2609857	GREAT NEEDS. GREAT DEEDS.
Registration Number:	2798801	DETOUR
Registration Number:	2949985	SOLUTIONS BY GREAT CLIPS
Registration Number:	3240467	HARD HAT
Registration Number:	3251241	RELAX. YOU'RE AT GREAT CLIPS.
Registration Number:	3290858	CONNECT WITH GREAT CLIPS
Registration Number:	4048419	GREAT CLIPS
Registration Number:	4114277	EVERYTHING GREAT

OP $465.00 1341594

Registration Number:	4159213	IT'S GONNA BE GREAT
Registration Number:	4380273	CLIP NOTES
Registration Number:	4380290	ONLINECHECK-IN
Serial Number:	85955512	GREAT DEEDS
Serial Number:	85953961	GREAT STUFF

CORRESPONDENCE DATA

Fax Number: 6126046718

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 612-604-6718

Email: Trademark@winthrop.com

Correspondent Name: Michael T. Olsen

Address Line 1: Capella Tower, Suite 3500

Address Line 2: 225 South Sixth Street

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	11581.22
NAME OF SUBMITTER:	Michael T. Olsen
Signature:	/mto/
Date:	10/11/2013

Total Attachments: 6

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Amendment, dated effective as of September 10, 2013, is made by and between Great Clips, Inc., a Minnesota corporation (the "Debtor"), and JPMorgan Chase Bank, N.A., a national banking association (the "Bank"), as collateral agent (the "Collateral Agent").

Recitals

The Debtor and the Collateral Agent have executed a Trademark Security Agreement dated as of October 29, 2010 (the "Trademark Security Agreement"). Capitalized terms used in these recitals have the meanings given to them in the Trademark Security Agreement unless otherwise specified.

The Debtor and the Collateral Agent have agreed to amend the Trademark Security Agreement in certain respects.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Defined Terms. Capitalized terms used in this Amendment which are defined in the Trademark Security Agreement shall have the same meanings as defined therein, unless otherwise defined herein.

2. Recital Paragraph. The recital paragraphs of the Trademark Security Agreement are hereby amended in its entirety to read as follows:

> The Debtor and the Bank have entered into an Amended and Restated Revolving Credit and Term Loan Agreement of even date herewith (together with any and all amendments, supplements or modifications thereto or restatements thereof, the "Credit Agreement") setting forth the terms on which the Bank may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor which Credit Agreement amends and restates in its entirety that certain Revolving Credit Agreement dated as of October 29, 2010 by and between the Borrower and the Bank, as amended.
>
> The Debtor and the Noteholders have entered into a Note Agreement dated as of October 29, 2010 (together with any and all amendments, supplements or modifications thereto or restatements thereof, the "Note Agreement") setting forth the terms on which the Noteholders have agreed to purchase certain notes issued by the Debtor and under which certain notes of the Debtor will be outstanding.
>
> The Bank and the Noteholders have entered into an Intercreditor and Collateral Agency Agreement dated as of October 29, 2010 (together with any and all amendments, supplements or modifications thereto or restatements thereof, the "Intercreditor Agreement") pursuant to which, among other things, the Bank is appointed as Collateral Agent for itself and the Noteholders.

As a condition to entering into the Credit Agreement and making any loans or financial accommodations under the Credit Agreement or otherwise, the Bank has required the execution and delivery of this Agreement by the Debtor and as a condition to entering into that certain Amendment No. 4 to the Note Purchase Agreement dated as of September 10, 2013, the Noteholders have required the execution and delivery of this agreement by the Debtor:

3. Exhibit A to the Trademark Security Agreement is hereby replaced by Exhibit A attached hereto.

4. No Other Changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Trademark Security Agreement shall remain in full force and effect.

5. Counterparts. This Amendment may be executed in any number of counterparts each of which when so executed and delivered shall be an original and all of which counterparts, taken together, shall constitute one and the same instrument.

6. THIS AMENDMENT SHALL BE GOVERNED AS TO VALIDITY, INTERPRETATION, ENFORCEMENT AND EFFECT BY THE LAWS OF THE STATE OF MINNESOTA.

[Remainder of this page intentionally left blank.]

TRADEMARK
REEL: 005129 FRAME: 0633

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

GREAT CLIPS, INC.

By:_____
Raymond L. Barton
Chairman of the Board

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By:_____
Jay A. Isaman
Its: Senior Vice President

STATE OF MINNESOTA)
)
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 9th day of September, 2013, by Raymond L. Barton, the Chairman of the Board of Great Clips, Inc., a Minnesota corporation, on behalf of the corporation.

Dianna B. Anderson
Notary Public

DIANNA B. ANDERSON
Notary Public-Minnesota
My Commission Expires Jan 31, 2015

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___ day of September, 2013, by Jay A. Isaman, the Senior Vice President of JPMorgan Chase Bank, N.A., a national banking association, on behalf of the association.

_____
Notary Public

8284686v3

Signature Page to First Amendment to Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

GREAT CLIPS, INC.

By:_____
Raymond L. Barton
Chairman of the Board

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By:_____
Jay A. Isaman
Its: Senior Vice President

STATE OF MINNESOTA)
)
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ___ day of September, 2013, by Raymond L. Barton, the Chairman of the Board of Great Clips, Inc., a Minnesota corporation, on behalf of the corporation.

_____
Notary Public

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 9th day of September, 2013, by Jay A. Isaman, the Senior Vice President of JPMorgan Chase Bank, N.A., a national banking association, on behalf of the association.

Sheila R. Tappe
Notary Public

8284686v3

SHEILA R. TAPPE
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2015

Signature Page to First Amendment to Trademark Security Agreement

EXHIBIT A

TRADEMARKS

United States Federal Trademarks
Registrations

MARK	REGISTRATION NO.	DATE OF REGISTRATION
GREAT CLIPS®	1,341,594	June 11, 1985
GREAT CLIPS FOR HAIR® (Service Mark)	1,610,866	August 21, 1990
GREAT CLIPS FOR HAIR®® (Trademark)	1,620,738	November 6, 1990
SAILBOAT MOTIF	1,778,591	June 29, 1993
DESIGN MARK (SAIL)	2,013,051	November 5, 1996
GREAT NEEDS. GREAT DEEDS.®	2,609,857	August 20, 2002
DETOUR®	2,798,801	December 23, 2003
SOLUTIONS BY GREAT CLIPS®	2,949,985	May 10, 2005
HARD HAT®	3,240,467	May 8, 2007
RELAX. YOU'RE AT GREAT CLIPS®	3,251,241	June 12, 2007
CONNECT WITH GREAT CLIPS®	3,290,858	September 11, 2007
GREAT CLIPS® (Stylized)	4,048,419	November 1, 2011
EVERYTHING GREAT®	4,114,277	March 20, 2012
IT'S GONNA BE GREAT®	4,159,213	June 12, 2012
CLIPS NOTES®	4,380,273	August 6, 2013
ONLINE CHECK-IN Design	4,380,290	August 6, 2013

Applications

MARK	APPLICATION NO.	DATE OF APPLICATION
GREAT DEEDS	85955512	June 10, 2013
GREAT STUFF Design	85953961	June 7, 2013

Foreign Trademarks
Registrations

MARK	REGISTRATION NO.	DATE OF REGISTRATION	COUNTRY
GREAT CLIPS FOR HAIR®	397,505	April 24, 1992	Canada
GREAT CLIPS®	429,379	June 24, 1994	Canada
SAILBOAT MOTIF	525,791	March 27, 2000	Canada
GREAT NEEDS. GREAT DEEDS.®	614,998	July 16, 2004	Canada
DETOUR®	626,565	November 24, 2004	Canada
GREAT CLIPS®	4841100	February 25, 2005	Japan
SOLUTIONS BY GREAT CLIPS®	671949	September 1, 2006	Canada
GREAT CLIPS®	1110641	January 15, 2008	Australia
RELAX. YOU'RE AT GREAT CLIPS®	714985	May 23, 2008	Canada
CONNECT WITH GREAT CLIPS®	717506	June 26, 2008	Canada
GREAT CLIPS®	003849783	March 24, 2009	European Community
GREAT CLIPS®	1120255	September 10, 2009	Mexico
GREAT CLIPS®	2006/05367	January 21, 2010	South Africa
GREAT CLIPS®	7080210	August 7, 2010	China

Foreign Trademarks
Applications

MARK	APPLICATION NO.	DATE OF APPLICATION	COUNTRY
GREAT CLIPS	1883171	November 9, 2009	India
EVERYTHING GREAT	1591938	August 28, 2012	Canada
IT'S GONNA BE GREAT	1591939	August 28, 2012	Canada
GREAT CLIPS – MAPLE LEAF DESIGN	1607463	December 19, 2012	Canada