

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468450

|   |   |                       |                        |
|---|---|-----------------------|------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |                       |                        |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                           |                       |                        |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                        |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b> | <b>Entity Type</b>     |
| Great Clips, Inc.   |   | 03/26/2018            | Corporation: MINNESOTA |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                        |
| <b>Name:</b>  | JPMorgan Chase Bank, N.A.                   |                       |                        |
| <b>Street Address:</b>  | 225 South Sixth Street                      |                       |                        |
| <b>Internal Address:</b>  | Suite 2500                                  |                       |                        |
| <b>City:</b>  | Minneapolis                                 |                       |                        |
| <b>State/Country:</b>   | MINNESOTA                                   |                       |                        |
| <b>Postal Code:</b>   | 55402                                       |                       |                        |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES |                       |                        |
| <b>PROPERTY NUMBERS Total: 3</b>  |   |                       |                        |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>      |                        |
| <b>Registration Number:</b>   | 4755647                                     | CLIPS OF KINDNESS     |                        |
| <b>Registration Number:</b>   | 4966290                                     | STYLISTHOOD.          |                        |
| <b>Registration Number:</b>   | 5321012                                     |                       |                        |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                        |
| <b>Fax Number:</b>  | 6126046818                                  |                       |                        |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |   |                       |                        |
| <b>Phone:</b>   | 612-604-6718                                |                       |                        |
| <b>Email:</b>   | cclassen@winthrop.com                       |                       |                        |
| <b>Correspondent Name:</b>  | Michael T. Olsen                            |                       |                        |
| <b>Address Line 1:</b>  | 225 South Sixth Street                      |                       |                        |
| <b>Address Line 2:</b>  | Capella Tower, Suite 3500                   |                       |                        |
| <b>Address Line 4:</b>  | Minneapolis, MINNESOTA 55402                |                       |                        |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 11581.22                                    |                       |                        |
| <b>NAME OF SUBMITTER:</b>   | Michael T. Olsen                            |                       |                        |
| <b>SIGNATURE:</b>   | /mto/                                       |                       |                        |
| <b>DATE SIGNED:</b>   | 04/04/2018                                  |                       |                        |
| <b>Total Attachments: 6</b>   |   |                       |                        |

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## SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Amendment, dated effective as of March 26, 2018, 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, as amended by that certain First Amendment to Trademark Security Agreement dated as of September 10, 2013 (as amended, 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 Credit 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 Amended and Restated Revolving Credit and Term Loan Agreement dated as of September 10, 2013 by and between the Debtor and the Bank, as amended.

The Debtor and the Bank have also entered into an Amended and Restated Pledge and Security Agreement of even date herewith (together with any and all amendments, supplements or modifications thereto or restatements thereof, the "Security Agreement"), which amends and restates in its entirety (i) that certain Security Agreement dated October 29, 2010 by and between the Debtor and the Bank, as collateral for itself and the "Noteholders" (as defined therein), as amended and (ii) that certain Collateral Pledge Agreement dated as of October 29, 2010 by and between the Debtor and the Bank, as collateral agent for itself and the "Noteholders" (as defined therein), as amended.

The Debtor and the Noteholders have entered into an Amended and Restated Note Agreement of even date herewith (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, which Note Agreement amends and restates in its entirety that certain Note Agreement dated as of October 29, 2010 by and between the Debtor and the Noteholders, as amended.

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 the Security 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 the Note Agreement, the Noteholders have required the execution and delivery of this agreement by the Debtor:

3. All references in the Trademark Security Agreement to the "Additional Security Agreement" are hereby modified and amended to refer instead to the Security Agreement.
4. Exhibit A to the Trademark Security Agreement is hereby replaced by Exhibit A attached hereto.
5. 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.
6. 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.
7. 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.]*

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: Steve Hockett  
Steve Hockett  
Chief Executive Officer

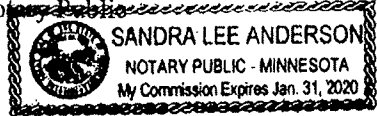
By: Rachelle Johnson  
Rachelle Markey Johnson  
Vice President of Finance

JPMORGAN CHASE BANK, N.A.  
as Collateral Agent

By: \_\_\_\_\_  
Jay A. Isaman  
Its: Executive Director

STATE OF MINNESOTA )  
  )  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 26 day of March, 2018, by Steve Hockett and Rachelle Markey Johnson, the Chief Executive Officer and Vice President of Finance, respectively, of Great Clips, Inc., a Minnesota corporation, on behalf of the corporation.

Sandra Anderson  
Notary Public \_\_\_\_\_  


STATE OF MINNESOTA )  
  )  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_ day of March, 2018, by Jay A. Isaman, the Executive Director of JPMorgan Chase Bank, N.A., a national banking association, on behalf of the association.

\_\_\_\_\_  
Notary Public

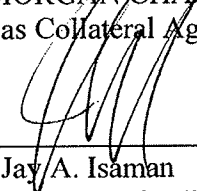
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

**GREAT CLIPS, INC.**

By: \_\_\_\_\_  
Steve Hockett  
Chief Executive Officer

By: \_\_\_\_\_  
Rachelle Markey Johnson  
Vice President of Finance

**JPMORGAN CHASE BANK, N.A.**  
as Collateral Agent

By: \_\_\_\_\_  
  
Jay A. Isaman  
Its: Executive Director

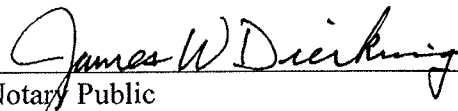
STATE OF MINNESOTA )  
 )  
COUNTY OF \_\_\_\_\_ )

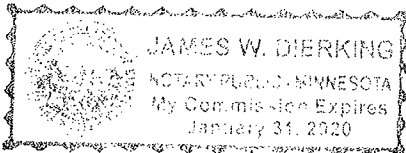
The foregoing instrument was acknowledged before me this \_\_\_ day of March, 2018, by Steve Hockett and Rachelle Markey Johnson, the Chief Executive Officer and Vice President of Finance, respectively, of Great Clips, Inc., a Minnesota corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 )  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of March, 2018, by Jay A. Isaman, the Executive Director of JPMorgan Chase Bank, N.A., a national banking association, on behalf of the association.

  
\_\_\_\_\_  
Notary Public



**EXHIBIT A**

**TRADEMARKS**

United States Federal Trademarks  
Registrations

| Mark   | Registration No. | Date of Registration |
|--|------------------|----------------------|
| GREAT CLIPS <sup>®</sup>                         | 1,341,594        | June 11, 1985        |
| GREAT CLIPS FOR HAIR <sup>®</sup> (Service Mark) | 1,610,866        | August 21, 1990      |
| GREAT CLIPS FOR HAIR <sup>®</sup> (Trademark)    | 1,620,738        | November 6, 1990     |
| SAILBOAT MOTIF<br>DESIGN MARK (SAIL)             | 1,778,591        | June 29, 1993        |
| DETOUR <sup>®</sup>                              | 2,013,051        | November 5, 1996     |
| SOLUTIONS BY GREAT CLIPS <sup>®</sup>            | 2,798,801        | December 23, 2003    |
| RELAX. YOU'RE AT GREAT CLIPS <sup>®</sup>        | 2,949,985        | May 10, 2005         |
| CONNECT WITH GREAT CLIPS <sup>®</sup>            | 3,251,241        | June 12, 2007        |
| GREAT CLIPS <sup>®</sup> (Stylized)              | 3,290,858        | September 11, 2007   |
| IT'S GONNA BE GREAT <sup>®</sup>                 | 4,048,419        | November 1, 2011     |
| CLIP NOTES <sup>®</sup>                          | 4,159,213        | June 12, 2012        |
| ONLINE CHECK-IN DESIGN                           | 4,380,273        | August 6, 2013       |
| GREAT STUFF DESIGN                               | 4,380,290        | August 6, 2013       |
| GREAT DEEDS <sup>®</sup>                         | 4,536,157        | May 27, 2014         |
| CLIPS OF KINDNESS <sup>®</sup>                   | 4,577,241        | July 29, 2014        |
| STYLISTHOOD. <sup>®</sup>                        | 4,755,647        | June 16, 2015        |
| DESIGN MARK (ACRYLIC SAIL)                       | 4,966,290        | May 24, 2016         |
|  | 5,321,012        | October 31, 2017     |

United States Federal Trademarks  
Applications

| Mark              | Application No. | Date of Application |
|-------------------|-----------------|---------------------|
| GRIT@ GREAT CLIPS | 87348496        | February 24, 2017   |

Foreign Trademarks  
Registrations

| Mark   | Registration No. | Date of Registration | Country   |
|--|------------------|----------------------|-----------|
| GREAT CLIPS FOR HAIR <sup>®</sup>            | 397,505          | April 24, 1992       | Canada    |
| GREAT CLIPS <sup>®</sup>                     | 429,379          | June 24, 1994        | Canada    |
| SAILBOAT MOTIF                               | 525,791          | March 27, 2000       | Canada    |
| DETOUR <sup>®</sup>                          | 626,565          | November 24, 2004    | Canada    |
| GREAT CLIPS <sup>®</sup>                     | 4841100          | February 25, 2005    | Japan     |
| SOLUTIONS BY GREAT CLIPS <sup>®</sup>        | 671949           | September 1, 2006    | Canada    |
| GREAT CLIPS <sup>®</sup>                     | 1110641          | January 15, 2008     | Australia |
| RELAX. YOU'RE AT GREAT<br>CLIPS <sup>®</sup> | 714985           | May 23, 2008         | Canada    |
|  | 717506           | June 26, 2008        | Canada    |
| CONNECT WITH GREAT                           | 003849783        | March 24, 2009       | European  |

| Mark                          | Registration No. | Date of Registration | Country      |
|-------------------------------|------------------|----------------------|--------------|
| CLIPS®                        | 1120255          | September 10, 2009   | Mexico       |
| GREAT CLIPS®                  | 2006/05367       | January 21, 2010     | South Africa |
| GREAT CLIPS®                  | 7080210          | August 7, 2010       | China        |
| GREAT CLIPS®                  | 1883171          | December 14, 2015    | India        |
| GREAT CLIPS®                  | 868066           | December 30, 2013    | Canada       |
| GREAT CLIPS®                  | 872,677          | March 5, 2014        | Canada       |
| GREAT CLIPS-MAPLE LEAF DESIGN | 927,387          | January 27, 2016     | Canada       |
| IT'S GONNA BE GREAT®          | 928,681          | February 10, 2016    | Canada       |
| GREAT DEEDS®                  | 928,952          | February 12, 2016    | Canada       |
| CLIPS OF KINDNESS®            | 928,945          | February 12, 2016    | Canada       |
| CLIP NOTES®                   | 928,944          | February 12, 2016    | Canada       |
| ONLINE CHECK-IN DESIGN        |                  |                      |              |
| GREAT STUFF DESIGN            |                  |                      |              |

Foreign Trademarks  
Applications

| Mark                       | File No. | Date of Application | Country |
|----------------------------|----------|---------------------|---------|
| DESIGN MARK (ACRYLIC SAIL) | 1811971  | November 30, 2016   | Canada  |
| GRIT @ GREAT CLIPS         | 1826758  | February 24, 2017   | Canada  |