

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



11-12-1998



100875897

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year
10 22 98

Conveying Party

Mark if additional names of conveying parties attached

Name FS Concepts

Execution Date		
Month	Day	Year
10	22	98
10	8	98

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name BankBoston, N.A.

DBA/AKA/TA

Composed of

Address (line 1) 100 Federal Street

Address (line 2)

Address (line 3) Boston

Massachusetts

02110

Individual General Partnership Limited Partnership Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

11/12/1998 DNGUYEN 00000020 75164284

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
450.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 1811 FRAME: 0579

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/164,284"/>	<input type="text" value="75/167,432"/>	<input type="text" value="75/317,847"/>	<input type="text" value="2,045,953"/>	<input type="text" value="2,090,231"/>	<input type="text" value="2,034,138"/>
<input type="text" value="75/317,844"/>	<input type="text" value="75/317,842"/>	<input type="text" value="75/311,122"/>	<input type="text" value="1,238,922"/>	<input type="text" value="1,875,692"/>	<input type="text" value="1,953,680"/>
<input type="text" value="75/350,849"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,180,663"/>	<input type="text" value="2,099,297"/>	<input type="text" value="1,978,797"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Christopher E. Kondracki

November 5, 1998

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 08/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party
Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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2,170,303	2,019,425	1,221,322
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**FIRST AMENDMENT TO
TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT**

This First Amendment to Trademark and Trademark Applications Security Agreement (the "First Amendment to TM Security Agreement") is made as of the 22 day of October, 1998 by FS Concepts, Inc. a Delaware corporation with its principal executive offices at 1400 Kellogg, Suite E, Anaheim, California 92807 (the "Obligor"), and BankBoston, N.A. (the "Lender"), a national banking association with its principal place of business at 100 Federal Street, Boston, Massachusetts 02110.

RECITALS

WHEREAS, the Obligor executed and delivered to the Lender that certain Trademark and Trademark Applications Security Agreement dated as of December 31, 1998 (the "TM Security Agreement") which has been filed with the United States Patent and Trademark Office at Reel 1685, Frame 0526 on February 3, 1998;

WHEREAS, the Obligor and the Lender wish to modify and amend the TM Security Agreement as provided for herein.

NOW THEREFORE, For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Obligor and the Lender agree as follows:

1. Terms used herein which are defined the TM Security Agreement are used as so defined.
2. The TM Security Agreement is hereby amended by adding the following Marks to Exhibit A:

Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
A Professional Look with a Personal Touch	2045953	3/18/97
Botanic	2090231	8/19/97
Fantastic Bronze	2034138	1/28/97
Fantastic Sam's and Logo Design	1238922	5/17/83

Fantastic Sam's Service and More Service	1875692	1/24/95
Fantastic Sam's	1953680	1/30/96
Fantastips	2180663	8/11/98
FS (Stylized)	2099297	9/23/97
FS Logo	1978797	6/4/96
Gotta Be the Hair	2170303	6/30/98
You Can Afford to Look This Good	2019425	11/26/96
The Original American Family Haircutters	1221322	12/21/82

Trademark Applications

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Backstage	75/164284	9/10/96
FS (Stylized)	75/167432	9/17/96
FS National Academy	75/317847	7/1/97
FS National Academy	75/317844	7/1/97
FS National Academy on Tour	75/317842	7/1/97
Lifecircle	75/311122	6/18/97
Teammentor	75/350849	8/28/97

3. The Obligor acknowledges, confirms and agrees that, except as modified hereby, the TM Security Agreement remains in full force and effect. The Obligor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of, and all warranties and representations made in the TM Security Agreement.

4. The Obligor acknowledges, confirms and agrees that any and all Marks shall secure the prompt, punctual and faithful payment and performance of all of its Obligations to the Lender.

5. The Obligor acknowledges and agrees that the Obligor does not have, nor ever has had, any claims, counterclaims, offsets, or defenses against the Lender directly or indirectly relating to the Obligor's relationship with and/or the Obligations, and to the extent that the Obligor has or ever had any such claims, counterclaims, offsets, or defenses, then the Obligor affirmatively **WAIVES** the same. The Obligor, and its representatives, successors and assigns, hereby **RELEASES**, and forever discharges the Lender and its officers, directors, agents, servants, attorneys, and employees, and its representatives, successors and assigns, of, to, and from all debts, demands, actions, suits, accounts, covenants, contracts, agreements, damages, and any and all claims, demands, or liabilities whatsoever, of every name and nature, both at law and in equity, known and unknown, from the beginning of the world through the date hereof.

6. This First Amendment to TM Security Agreement and all other documents, instruments, and agreements executed in connection herewith incorporate all discussions and

negotiations between the Obligor and the Lender, either express or implied, concerning the matters included herein and in such other documents, instruments, and agreements, any statute, custom, or usage to the contrary notwithstanding.

7. This First Amendment to TM Security Agreement may be executed in multiple counterparts and shall take effect as a sealed instrument as of the date first written above.

8. This First Amendment to TM Security Agreement and all rights and obligations hereunder, including, matters of construction, validity, and performance, shall be governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Obligor and the Lender respectively have caused this Loan Agreement to be executed by officers duly authorized so to do on the date first above written.

FS CONCEPTS, INC.

BANKBOSTON, N.A.

(The "Obligor")

(The "Lender")

By Randall P. Spackman

By Gretchen Troiano

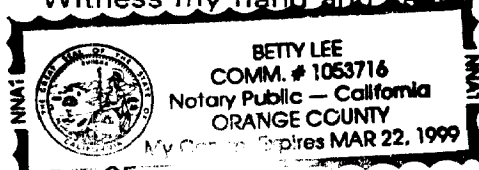
Title: Sr. V.P.

Title: Vice President

STATE OF CALIFORNIA
COUNTY OF ORANGE, SS

Then personally appeared before me RANDALL P. SPACKMAN who acknowledged that such person is the duly authorized Sr. V.P. of FS Concepts, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 8th day of October, 1998



Betty Lee
Notary Public
My Commission Expires: 3/22/99

THE _____ OF _____
COUNTY OF _____

Then personally appeared before me Gretchen Troiano who acknowledged that such person is the duly authorized Vice President of BankBoston, N.A. and that such person executed the foregoing instrument on its behalf.

Witness my hand and seal this 22nd day of October, 1998

Kristine P. Millet
Notary Public
My Commission Expires: 4/17/03
Kristine P. Millet

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