

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release and Reassignment
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank, National Association, as Collateral Agent	Firstar Bank, N.A.	07/08/2004	national banking association: UNITED STATES

RECEIVING PARTY DATA	
Name:	State Service Systems, Inc.
Street Address:	1901 Ulmerton Road
Internal Address:	Suite 225
City:	Clearwater
State/Country:	FLORIDA
Postal Code:	33762
Entity Type:	CORPORATION: OKLAHOMA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	1787170	STATE BEAUTY SUPPLY
Registration Number:	1414523	DISCOVER...

CORRESPONDENCE DATA	
Fax Number:	(919)416-8339
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919 286-8049
Email:	PTO_TMconfirmation@mvalaw.com
Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	2200 West Main Street
Address Line 2:	Suite 800
Address Line 4:	Durham, NORTH CAROLINA 27705

ATTORNEY DOCKET NUMBER:	017625.2691 JES
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NAME OF SUBMITTER:	John E. Slaughter
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Total Attachments: 4

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**TRADEMARK
 REEL: 002930 FRAME: 0384**

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RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT dated July 8, 2004 by U.S. Bank, National Association (formerly known as Firststar Bank, N.A.) as hereinafter described. All terms not otherwise defined herein shall have the meaning set forth in the Trademark Agreement, hereinafter identified and defined.

WITNESSETH:

A. U.S. Bank, National Association (formerly known as Firststar Bank, N.A.), as collateral agent for the Secured Creditors (herein, the "*Collateral Agent*"), with a mailing address at One Firststar Plaza, 12th Floor, St. Louis, Missouri 63101, and State Service Systems, Inc., formerly known as State Supply Warehouse Company and sometimes doing business as State Beauty Supply (the "*Company*") with a mailing address of c/o Beauty Alliance, Inc., 1901 Ulmerton Road, Suite 225, Clearwater, FL 33762, are parties to a certain Trademark Collateral Assignment and Security Agreement dated as of March 14, 2001, which was recorded in the United States Patent and Trademark Office on March 22, 2001, at Reel 002255, Frame 0249 (the "*Trademark Agreement*"), pursuant to which, among other things, the Company granted a security interest in and collateral assignment of its trademarks listed on Schedule A attached hereto and certain other property described therein (collectively, the "*Trademarks*") as security for the indebtedness, obligations and liabilities owing by the Borrower to the Secured Creditors pursuant to the Principal Loan Documents. All such indebtedness, obligations, and liabilities owing by the Borrower to the Secured Creditors under the Principal Loan Documents and any of the other instruments and documents delivered pursuant thereto being referred to herein as the "*Obligations*".

B. The Company has satisfied the Obligations and has requested that the Secured Creditors release their security interests in the Trademarks and reassign the same to the Company.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

The Collateral Agent on behalf of the Secured Creditors hereby releases the security interests in and collateral assignment of, and reassign, grant and convey to the Company, without any representation, warranty, recourse or undertaking by the Collateral Agent or any other Secured Creditor, all of their right, title and interest, if any, in and to:

- (i) Each Trademark and each Trademark Application listed on Schedule A attached hereto and made a part hereof, including without limitation all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world; and
- (ii) The goodwill of the business to which each of the Trademarks relates.

IN WITNESS WHEREOF, the Collateral Agent on behalf of and at the direction of the Secured Creditors has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

U.S. BANK, NATIONAL ASSOCIATION, AS
COLLATERAL AGENT

By *Karen D. Myers*
Name *Karen D. Myers*
Title *Senior Vice President*

STATE OF Missouri)
)
)
COUNTY OF St. Louis) SS

On this 8th day of July, 2004 before me personally appeared Karen D. Myers and _____ to me known to be the individual(s) who executed the foregoing instrument and acknowledged to me that s/he/they executed the same as the duly authorized officer(s) of U.S. Bank, National Association as set forth above.

Dianne M. Trout
Notary Public
St. Louis City, Missouri

My Commission Expires:

July 4, 2006

DIANNE M. TROUT
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: July 4, 2006

SCHEDULE A

REGISTERED U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

MARK	REG. NO.	REGISTRATION DATE	COUNTRY
STATE BEAUTY SUPPLY & Design	1,787,170	8/10/93	USA
DISCOVER...& Design	1,414,523	10/21/86	USA

TRADEMARK LICENSES

Licenses granted by Assignor to its subdistributors the right to use the trademark "State Beauty Supply".

Inventory of Assignor as a well as the other subsidiaries of Beauty may be (and likely is) subject to licensing, patent, trademark, tradename or copyright agreements with Matrix Essentials, Inc., Redken Laboratories, Inc. and/or any other manufacturer.