

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
Gene Juarez Salons LLC		07/07/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Prudential Insurance Company of America as Collateral Agent on behalf and for the benefit of the Secured Parties
Street Address:	Four Embarcadero Center
Internal Address:	Suite 2700
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3087116	GJ
Registration Number:	3087115	GJ
Registration Number:	1600221	BESO DE COLOR
Serial Number:	76639077	GENE JUAREZ SALONS & SPAS
Serial Number:	76638875	GENE JUAREZ ADVANCED TRAINING SALON
Serial Number:	76639140	GENE JUAREZ ACADEMY
Serial Number:	76639075	GENE JUAREZ SALON
Serial Number:	76643391	COUTURE CUT

CORRESPONDENCE DATA

Fax Number: (415)393-2286
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415-393-2072

CH \$215.00 3087116

Email: aaron.borden@bingham.com
Correspondent Name: Aaron J. Borden
Address Line 1: Three Embarcadero Center
Address Line 4: San Francisco, CALIFORNIA 94111-4067

ATTORNEY DOCKET NUMBER:	0000320380 JUAREZ SALONS
NAME OF SUBMITTER:	Mary Dougherty
Signature:	/Mary Dougherty/
Date:	08/10/2006

Total Attachments: 6

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**GRANT OF SECURITY INTEREST
(TRADEMARKS, SERVICE MARKS AND TRADE NAMES)**

THIS GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS AND TRADE NAMES) is dated as of July 7, 2006, between **Gene Juarez Salons LLC**, a Delaware limited liability company having its chief executive office at 3326 160th Avenue SE, Suite 400, Bellevue, Washington 98008 (the "**Assignor**"), and The Prudential Insurance Company of America, having a representative office at Four Embarcadero Center, Suite 2700, San Francisco, California 94111 in its capacity as the Collateral Agent on behalf and for the benefit of the Secured Parties (in such capacity, the "**Assignee**"). Capitalized terms used, but not otherwise defined herein, shall have the meanings given to such terms in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Senior Secured Note Purchase and Revolving Credit Agreement, dated as of July 7, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Note Agreement**"), by and among Gene Juarez Salons LLC, a Delaware limited liability company (the "**Company**"), GJS Holdings, LLC, a Delaware limited liability company ("**Holdings**"), the Purchasers named therein and the Collateral Agent named therein, the Secured Parties have agreed to make certain extensions of credit to or for the Company's benefit in the amounts and manner set forth in the Note Agreement and the other Transaction Documents (collectively, the "**Credit**").

WHEREAS, pursuant to the terms of a Security Agreement, dated as of July 7, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Collateral Agent on behalf of and for the benefit of the Secured Parties, the Assignor has granted to the Assignee a security interest in all of the Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the Collateral.

WHEREAS, the Secured Parties are willing to make, extend and maintain the Credit to and for the benefit of the Company, but only upon the condition, among others, that the Assignor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to the Assignee, on behalf of and for the benefit of the Secured Parties, in and to, all of Assignor's right, title and interest in and to all Trademarks (as described below) to secure its payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, the Assignor hereby represents, warrants, covenants and agrees as follows:

As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Collateral Agent and the Secured Parties to enter into the Note Agreement and the other Transaction Documents and to make, extend and maintain the Credit to and for the benefit of the Company upon the terms and subject to the conditions thereof, Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent, on behalf of

and for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of Assignor's respective right, title and interest in, to and under each of the following:

(a) all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration listed on *Schedules A* and *B* hereto, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof; *provided, however*, that the pledge and security interest created hereunder shall specifically exclude "intent-to-use" trademarks at all time prior to the first use thereof, whether by the actual use in commerce, the filing of a statement of use with the U.S. Patent and Trademark Office or otherwise; and

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark.

The Assignee does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Security Agreement in accordance with its terms, the Trademarks, the goodwill thereof and any and all financing statements filed on behalf of the Assignee will be automatically terminated, released, and/or reassigned to the Assignor, and the Assignee will execute, acknowledge and deliver to each Assignor such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

In the event of a conflict between the terms of this Grant of Security Interest (Trademarks, Service Marks and Trade Names) and the terms of the Security Agreement, the terms of the Security Agreement shall prevail.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

GENE JUAREZ SALONS LLC,
a Delaware limited liability company

By: WA

Printed Name: Michael A. Nibarger

Title: Secretary

ASSIGNEE:

**THE PRUDENTIAL INSURANCE COMPANY OF
AMERICA, as the Collateral Agent**

By: _____

Printed Name: _____

Title: Vice President

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

GENE JUAREZ SALONS LLC,
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

ASSIGNEE:

**THE PRUDENTIAL INSURANCE COMPANY OF
AMERICA, as the Collateral Agent**

By:  _____ 

Printed Name: Stephen J. DeMartini

Title: Vice President

SCHEDULE A

REGISTERED TRADEMARKS

Registration No.	Registration Date	Jurisdiction of Registration	Description of Trademarks, Tradenames or Service Marks
3087116	5-2-2006	United States	GJ AND DESIGN CLASS 003
3087115	5-2-2006	United States	GJ AND DESIGN CLASS 044
16088	10-30-1985	State of Washington	GENE JUAREZ SALONS CLASS 042
1600221	6-12-1990	United States	BESO DE COLOR CLASS 003
TMA413259	6-11-1993	Canada	BESO DE COLOR CLASS 003
388732	12-26-1990	Mexico	BESO DE COLOR CLASS 003

SCHEDULE B

TRADEMARK APPLICATIONS

<u>Application No.</u>	<u>Application Date</u>	<u>Jurisdiction of Application</u>	<u>Description of Trademarks, Tradenames or Service Marks</u>
76/639077	5-20-2005	United States	GENE JUAREZ SALONS & SPAS CLASS 042
76/638875	5-19-2005	United States	GENE JUAREZ ADVANCED TRAINING SALONE & DESIGN CLASS 041
76/639140	5-20-2005	United States	GENE JUAREZ ACADEMY & DESIGN CLASS 041
76/639075	5-20-2005	United States	GENE JUAREZ SALON CLASS 042
76/643391	7-22-2005	United States	COUTURE CUT CLASS 044

Note: The U.S. Trademark Office has issued a non-formal order of denial for registration of COUTURE CUT in that the office believes it is merely a term of art in the industry for a type of haircut. Thus, it may not be subject to registration.