

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 Beauty Schools LLC		06/15/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Medley Opportunity Fund II LP, as Collateral Agent		
Street Address:	375 Park Avenue		
Internal Address:	Suite 3304		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3128507	GENE JUAREZ ACADEMY	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	043126-0006		
NAME OF SUBMITTER:	Gayle D. Grocke		
Signature:	/gdg/		

CH \$40.00 3128507

Date:

06/15/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 15, 2011, is made by each of the entities listed on the signature pages hereof (each, a "**Grantor**" and collectively, the "**Grantors**"), in favor of MEDLEY OPPORTUNITY FUND II LP, a Delaware limited partnership ("**Medley**"), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**") for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, GJS HOLDINGS LLC, a Delaware limited liability company ("**Holdings**"), GENE JUAREZ SALONS LLC, a Delaware limited liability company (the "**Borrower**"), the other Credit Parties party thereto, the financial institutions from time to time party thereto (each, a "**Lender**" and collectively, the "**Lenders**"), Medley, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "**Administrative Agent**") and the Collateral Agent (Collateral Agent, together with the Administrative Agent, the "**Agents**"), have entered into a Credit Agreement, dated as of June 15, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty and Security Agreement**"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**");

or

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover

at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

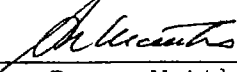
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.** In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

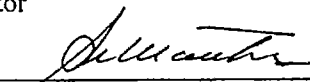
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GENE JUAREZ SALONS LLC, as Grantor

By: 
Name: Barry Matthews
Title: Chief Financial Officer and
Secretary

GENE JUAREZ BEAUTY SCHOOLS LLC, as
Grantor

By: 
Name: Barry Matthews
Title: Chief Financial Officer and
Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004561 FRAME: 0870

ACKNOWLEDGED AND AGREED
as of the date first above written:
MEDLEY OPPORTUNITY FUND II LP,
as Collateral Agent

By: _____
Name: Seth B. Taube
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

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1. REGISTERED TRADEMARKS

Grantor	Mark	Country/ State	Application No.	Filing Date	Registration No.	Registration Date
Gene Juarez Salons LLC	GENE JUAREZ ADVANCED TRAINING SALON & DESIGN	U.S.	76/638,875	5/19/2005	3,155,759	10/17/2006
	GENE JUAREZ SALON (Stylized)	U.S.	76/639,075	5/20/2005	3,155,761	10/17/2006
	GJ & DESIGN	U.S.	76/639,076	5/20/2005	3,087,115	5/2/2006
	GENE JUAREZ SALONS & SPAS (Stylized)	U.S.	76/639,077	5/20/2005	3,155,762	10/17/2006
	GJ & DESIGN	U.S.	76/639,113	5/20/2005	3,087,116	5/2/2006
	BESO DE COLOR	U.S.	73/786,284	3/13/1989	1,600,221	6/12/1990
	GENE JUAREZ SALONS	State of Washington			16088	10/30/1985
Gene Juarez Beauty Schools LLC	GENE JUAREZ ACADEMY & DESIGN	U.S.	76/639,140	5/20/2005	3,128,507	8/15/2006

2. TRADEMARK APPLICATIONS

Grantor	Mark	Country/ State	Application No.	Filing Date
Gene Juarez Salons LLC	IDENTITY1	U.S.	85/090,708	7/22/2010
	IDENTITY TO THE POWER OF ONE	U.S.	85/070,130	6/23/2010
	IDENTITY1	U.S.	85/070,104	6/23/2010
	IDENTITY	U.S.	85/070,076	6/23/2010