

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
Fantastic Sams Franchise Corporation		01/12/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TD Bank, N.A.
Street Address:	200 State Street, 10th Floor
Internal Address:	Mail Stop: MA2-022-011
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3573508	YOUR STYLE AWAITS
Registration Number:	3465902	FANTASTIC FOR MEN
Registration Number:	3311803	FS
Registration Number:	3112970	FANTASTICCLEANSE
Registration Number:	3112969	FANTASTICREPAIR
Registration Number:	3112968	FANTASTICSTYLE
Registration Number:	3112967	FANTASTICFINISH
Registration Number:	3102059	FANTASTICCONDITION
Registration Number:	2374938	FANTASTIC SAMS
Registration Number:	1978797	FS
Registration Number:	1953680	FANTASTIC SAMS
Registration Number:	1899337	FANTASTIC COLOR
Registration Number:	1895436	FANTASTIC TANS

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Registration Number:	1327500	THE ORIGINAL FAMILY HAIRCUTTERS
Registration Number:	1894764	FANTASTIC COLOR
Registration Number:	1728332	SAM'S
Registration Number:	1611636	FANTASTIC
Registration Number:	1909009	FANTASTIC SAMS
Registration Number:	3133084	FS
Serial Number:	85421000	FANTASTIC FUZZY
Serial Number:	85420996	FANTASTICTEXTURE
Serial Number:	85420973	FS SHAMPOO THERAPY
Serial Number:	85420972	FS SHAMPOO THERAPY

CORRESPONDENCE DATA

Fax Number: (617)248-4000
 Email: tadmin@choate.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Elizabeth A. Walker
 Address Line 1: Two International Place
 Address Line 2: Choate Hall & Stewart LLP
 Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2006064.0002
NAME OF SUBMITTER:	Elizabeth A. Walker
Signature:	/Elizabeth A. Walker/
Date:	01/25/2012

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 12, 2012, by Fantastic Sams Franchise Corporation, a Delaware corporation (the "Grantor"), in favor of TD Bank, N.A., a national banking association, as Agent (in such capacity, together with its successors and assigns, the "Secured Party") for itself and the other lending institutions (hereinafter, collectively, the "Lenders") which are or may become parties to the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of June 24, 2010, by and among the Grantor, Fantastic Sams International Corporation, a Delaware corporation, Fantastic Sams Salons Corporation, a Delaware corporation, Fantastic Sams Distribution Corporation, a Delaware corporation, Fantastic Sams Retail Corporation, a Delaware corporation, E.B.N. Enterprises, Inc., an Illinois corporation, Berard Industries, Inc., a Rhode Island corporation (jointly and severally and including the Grantor, the "Borrowers", and each a "Borrower"), Fantastic Sams Holding Corporation, a Delaware corporation (the "Holding Company"), the Lenders and the Secured Party (as heretofore amended, the "Existing Credit Agreement"), the Lenders agreed to make loans to the Borrowers;

WHEREAS, the Grantor and the Secured Party are party to that certain Security and Pledge Agreement, dated as of November 21, 2005 (as heretofore amended, the "Existing Security Agreement"), pursuant to which the Grantor granted to the Secured Party a security interest in the Collateral (as defined therein) as security for the Secured Obligations (as defined therein);

WHEREAS, concurrently with the execution and delivery hereof, the Borrowers, the Holding Company and Flash Acquisition Corp., a Delaware corporation ("Flash Acquisition") and, together with the Holding Company, the "Guarantors" and each a "Guarantor", are entering into that certain Second Amended and Restated Revolving Credit and Term Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Lenders and the Secured Party, as Agent, (a) which Credit Agreement shall amend and restate the Existing Credit Agreement in its entirety and (b) pursuant to which the Lenders, subject to the terms and conditions set forth therein, have agreed to make Loans and other financial accommodations to the Borrowers;

WHEREAS, pursuant to the Credit Agreement, the Grantor and the Secured Party are executing or have executed that certain Amended and Restated Security and Pledge Agreement, dated as of the date hereof, by the Grantor for the benefit of the Secured Party (including all exhibits and schedules thereto, as amended, modified or supplemented from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Secured Party this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to the Secured Party a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark applications and registrations and trade names, owned, held (whether pursuant to a license or otherwise), used or to be used, in whole or in part, in conducting the Grantor's business and all of the goodwill of the business connected with the use of any such trademarks, trademark applications and registrations and trade names and symbolized by any such trademarks, trademark applications and registrations and trade names (the "Trademarks") including, without limitation, the Trademarks referred to in **Schedule I** annexed hereto;

(b) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any Trademarks;

(c) all income, products, proceeds, royalties, damages and payments now or hereafter due and/or payable with respect to any Trademarks, including, without limitation, damages and payments for infringement or dilution of any Trademark or injury to any goodwill associated with any Trademark;

(d) all rights (but no obligation) to sue for past, present and future infringement or dilution of any Trademark or injury to any goodwill associated with any Trademark, or bring interference proceedings with respect thereto; and

(e) all rights corresponding to any Trademarks throughout the world.

3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. The security interests previously granted by the Grantor under the Existing Security Agreement shall continue without interruption under this Agreement or the Security Agreement.

4. Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral, including any documents for filing with the United States Patent and Trademark Office, the Canadian Intellectual Property Office or any applicable state or provincial office. The Secured Party may record this Agreement, an abstract thereof or any other document describing the Secured Party's interest in the Trademark Collateral with the United States Patent and Trademark Office and the Canadian Intellectual Property Office, as applicable, at the expense of the Grantor. In addition, the Grantor authorizes the Secured Party to file financing statements describing the Trademark Collateral in any Uniform Commercial Code filing office deemed appropriate by the Secured Party.

5. Authorization to Supplement. The Grantor shall give the Secured Party prompt notice of any additional United States or Canada trademarks or applications therefor after the date hereof. The Grantor authorizes the Secured Party unilaterally to modify this Agreement by amending **Schedule I** hereto to include any future United States or Canada trademarks or applications therefor of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule I** hereto shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on **Schedule I**.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Secured Party and their respective successors and assigns. The Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

7. Termination. Upon payment and performance in full of all Obligations and termination of any and all commitments of any Lender to extend credit to the Borrowers under the Credit Agreement, the security interests created by this Agreement shall terminate and the Secured Party (at the Grantor's expense) shall promptly execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor as shall be necessary to evidence termination of all such security interests given by the Grantor to the Secured Party hereunder, including cancellation of this Agreement by written notice from the Secured Party to the United States Patent and Trademark Office and the Canadian Intellectual Property Office, as applicable.

8. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of The Commonwealth of Massachusetts, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests

hereunder, or the remedies hereunder, in respect of any Trademark Collateral are governed by the law of a jurisdiction other than The Commonwealth of Massachusetts.

[Signature page follows.]

IN WITNESS WHEREOF, the 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.

Grantor:

FANTASTIC SAMS FRANCHISE
CORPORATION

By: Scott L. Colabuono

Name: Scott L. Colabuono

Title: President and CEO

Secured Party:

TD BANK, N.A.

By: _____

Name: Lynn R. Schade

Title: Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 004704 FRAME: 0605

IN WITNESS WHEREOF, the 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.

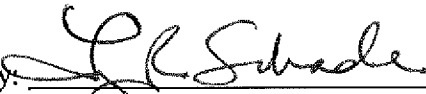
Grantor:

**FANTASTIC SAMS FRANCHISE
CORPORATION**

By: _____
Name: Scott L. Colabuono
Title: President and CEO

Secured Party:

TD BANK, N.A.

By: 
Name: Lynn R. Schade
Title: Vice President

[Trademark Security Agreement]

**TRADEMARK
REEL: 004704 FRAME: 0606**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
YOUR STYLE AWAITS	3573508	February 10, 2009
FANTASTIC FOR MEN	3465902	July 15, 2008
FS (Stylized)(letters only)	3311803	October 16, 2007
FANTASTICCLEANSE	3112970	July 4, 2006
FANTASTICREPAIR	3112969	July 4, 2006
FANTASTICSTYLE	3112968	July 4, 2006
FANTASTICFINISH	3112967	July 4, 2006
FANTASTICCONDITION	3102059	June 6, 2006
FANTASTIC SAMS (Stylized)	2374938	August 8, 2000
FS and design (box around letters)	1978797	June 4, 1996
FANTASTIC SAMS	1953680	January 30, 1996
FANTASTIC COLOR	1899337	June 13, 1995
FANTASTIC TANS	1895436	May 23, 1995
THE ORIGINAL FAMILY HAIRCUTTERS	1327500	March 26, 1985
FANTASTIC COLOR	1894764	May 23, 1995

SAM'S	1728332	October 27, 1992
FANTASTIC	1611636	August 28, 1990
FANTASTIC FUZZY	1593104	April 24, 1990
FANTASTIC SAMS	1909009	August 1, 1995
QUICK & EASY PERM	1576976	January 9, 1990
FS (Stylized) (letters only)	3133084	August 22, 2006

Canada Trademark Registrations

Mark	Registration No.	Registration Date
Fantastic Sam's The Original Family Haircutters Design	354175	March 31, 1989
Fantastic Sam's Coiffure Pour La Famille & Design	351535	February 10, 1989
Fantastic Sam's	295151	September 14, 1984
Fantastic	511385	April 29, 1999
FS	511388	April 29, 1999
FS Hair Care & Design	511360	April 29, 1999
Gotta Be The Hairz	666427	June 21, 2006

U.S. Trademark Applications

Mark	Application No.	Filing Date
FANTASTIC FUZZY	85421000	September 13, 2011
FANTASTICTEXTURE	85420996	September 13, 2011
FS SHAMPOO THERAPY and Design	85420973	September 13, 2011
FS SHAMPOO THERAPY	85420972	September 13, 2011

Canada Trademark Applications

None