

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital Corporation		05/18/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	Armstrong McCall, L.P.		
Street Address:	3001 Colorado Boulevard		
City:	Denton		
State/Country:	TEXAS		
Postal Code:	76210		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1675418	ARMSTRONG MCCALL	
Registration Number:	1673793	ARMSTRONG-MCCALL	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-881-7000		
Email:	laura.kees@alston.com,angie.wicker@alston.com		
Correspondent Name:	Laura Kees, Esq.		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	052513/413482		
NAME OF SUBMITTER:	Laura Kees		
Signature:	/Laura Kees/		

OP \$65.00 1675418

Date:

10/15/2012

**Total Attachments: 13**

source=(Executed) Sally Beauty - Release of Trademark Security Interest#page1.tif  
source=(Executed) Sally Beauty - Release of Trademark Security Interest#page2.tif  
source=(Executed) Sally Beauty - Release of Trademark Security Interest#page3.tif  
source=(Executed) Sally Beauty - Release of Trademark Security Interest#page4.tif  
source=(Executed) Sally Beauty - Release of Trademark Security Interest#page5.tif  
source=(Executed) Sally Beauty - Release of Trademark Security Interest#page6.tif  
source=(Executed) Sally Beauty - Release of Trademark Security Interest#page7.tif  
source=(Executed) Sally Beauty - Release of Trademark Security Interest#page8.tif  
source=(Executed) Sally Beauty - Release of Trademark Security Interest#page9.tif  
source=(Executed) Sally Beauty - Release of Trademark Security Interest#page10.tif  
source=(Executed) Sally Beauty - Release of Trademark Security Interest#page11.tif  
source=(Executed) Sally Beauty - Release of Trademark Security Interest#page12.tif  
source=(Executed) Sally Beauty - Release of Trademark Security Interest#page13.tif

## RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST is made as of May 18, 2012 by MERRILL LYNCH CAPITAL CORPORATION, as Administrative Agent and as Collateral Agent for the Lenders (“*Secured Party*”).

### WITNESSETH:

WHEREAS, Secured Party, BEAUTY HOLDING LLC, a Delaware limited liability company, ARMSTRONG MCCALL, L.P., a Texas limited liability company and INNOVATIONS – SUCCESSFUL SALON SERVICES, a California corporation (each a “*Grantor*” and collectively, the “*Grantors*”), are parties to that certain Guarantee and Collateral Agreement, dated as of November 16, 2006 (the “*Term Guarantee and Collateral Agreement*”),

WHEREAS, in connection with the Term Guarantee and Collateral Agreement, Secured Party and the Grantors are parties to that certain Trademark Security Agreement, dated as of November 16, 2006 (the “*Trademark Security Agreement*”), pursuant to which the Grantors granted a security interest to Secured Party in the Trademarks (as defined in the Trademark Security Agreement) set forth in Schedule I attached hereto and all goodwill of the business connected with the use of and symbolized by each Trademark;

WHEREAS, Secured Party recorded the Trademark Security Agreement with the United States Patent and Trademark Office on November 30, 2006, at Reel 3435, Frame 0781; and

WHEREAS, Secured Party has agreed to release its rights under the Term Guarantee and Collateral Agreement and the Trademark Security Agreement and to re-convey to the Grantors any and all rights in and to the Trademarks and all goodwill of the business connected with the use of and symbolized by each Trademark.

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

1. Secured Party hereby terminates, releases and discharges its security interest in the Trademarks originally granted to Secured Party pursuant to the Term Guarantee and Collateral Agreement and the Trademark Security Agreement and releases all other rights it may have to the Trademarks under the Term Guarantee and Collateral Agreement and the Trademark Security Agreement.

2. Secured Party, to the extent granted in the Term Guarantee and Collateral Agreement or the Trademark Security Agreement, hereby assigns, grants and otherwise re-conveys to the Grantors, without any representation, recourse or undertaking by Secured Party, all of its right, title and interest in and to the Trademarks and all goodwill associated therewith originally granted to Secured Party pursuant to the Term Guarantee and Collateral Agreement and the Trademark Security Agreement.

3. Upon the request of any Grantor, Secured Party, at such Grantor’s expense, further agrees to execute all documents necessary to demonstrate and confirm the parties’ intent under this Release of Trademark Security Interest.

4. Secured Party hereby authorizes the Grantors to file this Release of Trademark Security Interest with the United States Patent and Trademark Office recording the foregoing releases, discharges and terminations.

5. This Release of Trademark Security Interest may be executed in one or more counterparts each of which taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed an original signature hereto.

6. This Release of Trademark Security Interest and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Secured Party has caused this Release of Trademark Security Interest to be duly executed by its duly authorized officer as of the day and year first above written.

MERRILL LYNCH CAPITAL CORPORATION, as Administrative Agent and as Collateral Agent

By: Darleen R Parmelee  
Name: Darleen R Parmelee  
Title: Assistant Vice President

STATE OF North Carolina  
COUNTY OF Mecklenburg ss:

On this, the 18 day of May, 2012, before me personally appeared Darleen R. Parmelee, known to me and who, being by me duly sworn, did depose and say that he/she is Assistant Vice President of MERRILL LYNCH CAPITAL CORPORATION the institution described herein, and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by MERRILL LYNCH CAPITAL CORPORATION.

Debra Hill  
Notary Public

DEBRA HILL  
Notary Public  
Mecklenburg Co., North Carolina  
My Commission Expires Nov. 12, 2016

**SCHEDULE I  
TO  
RELEASE OF TRADEMARK SECURITY INTEREST**

**TRADEMARKS**

To be attached

A. Trademarks and Pending Trademarks Registered to Beauty Holding LLC

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ACID SHOCK	2928859	3/1/2005
ACTIVOLUM BOTANICS	2367883	7/18/2000
ADAMANT	2796157	12/16/2003
AIR HEAD	2885035	9/14/2004
AIR WAX	2765631	9/16/2003
AMPLITUDE	2412858	12/12/2000
BADA BING	2789827	12/2/2003
BATH SECRETS	2392377	10/3/2000
BEACH HEAD	3086020	4/25/2006
BEAUTIQUE	2114289	11/18/1997
BEAUTIQUE	3127498	8/8/2006
BEAUTY BIZ	1436994	4/21/1987
BEAUTY BIZ	1516015	12/6/1988
BEAUTY SECRETS	1884486	3/21/1995
BEAUTY SECRETS	2887503	9/21/2004

BEE KISSED and Design	2893446	10/12/2004
BEST TRESSED	2249895	6/1/1999
BEYOND BELIEF	1403695	8/5/1986
BEYOND BELIEF	2265665	7/27/1999
BEYOND BELIEF	2846710	5/25/2004
BEYOND THE ZONE	2882901	9/7/2004
BEYOND THE ZONE (Stylized)	2923001	2/1/2005
BIOLINK	2531921	1/22/2002
BLOND BRILLIANCE	2562797	4/23/2002
BORED STRAIGHT	2681165	1/28/2003
BRENTWOOD SALON CARE	1394598	5/27/1986
BSG	2972621	7/19/2005
BUBBLE HEAD	2664414	12/17/2002
BUENO. BONITO. BARATO.	2372208	8/1/2000
BULB HEAD	2896352	10/19/2004
CLEAR VISION	2846368	5/25/2004
COLOR BOMBZ	2962331	6/14/2005
COLOR DEFENSE	2823066	3/16/2004
COLOR JAMZ	2861230	7/6/2004
CRYSTAL NAIL BLOCK	2922828	2/1/2005
CRYSTAL NAIL GLASS	2920706	1/25/2005
CRYSTAL NAIL QUICK	2920707	1/25/2005
CRYSTAL NAIL THICK	2920708	1/25/2005
CURL-IT-UP	2938238	4/5/2005
CUTICLE RX	2544694	3/5/2002



DAMAGE FREE	2436005	3/13/2001
DERANGED	3128126	8/8/2006
EFFECTIVE CARE	2228458	3/2/1999
EMERGENCY SERVICE	3114792	7/11/2006
END GAME	2796158	12/16/2003
EYE KISSES	2652763	11/19/2002
FACE SECRETS	2846498	5/25/2004
FACE SECRETS	2849567	6/1/2004
FEELS LIKE NEW	2518690	12/11/2001
FEELS LIKE NEW	2811813	2/3/2004
FILL'ER UP	2512644	11/27/2001
FINGERPAINTS	1187293	1/26/1982
FIXE BOTANICS	2365938	7/11/2000
FLASHER	2855008	6/15/2004
FLIPPED OUT	2830853	4/6/2004
FOR PERMS ONLY (Stylized)	1678208	3/10/1992
FROZEN STIFF	2724419	6/10/2003
FUNG END	2768235	9/23/2003
GET'N CREAMED	2830813	4/6/2004
GRABBER	2472404	7/24/2001
GRIPPER	2968063	7/12/2005
HAIR SCULPTOR	1194950	5/11/1982
HOT TONES	2367019	7/11/2000
HYDRA BOTANICS	2365937	7/11/2000
ION	1320267	2/19/1985

ION	2760298	9/2/2003
ION	3071641	3/21/2006
ION NEGA-CLEAN and Design	3024383	12/6/2005
LAST CALL	2765664	9/16/2003
LICE-TRAP	3024369	12/6/2005
LIP SAVVY	2418063	1/2/2001
MAD ARTIST	3060854	2/21/2006
MEDILIP	2359609	6/20/2000
MEGASILK	3166089	10/31/2006
METAGRIP	2846753	5/25/2004
NAIL INSURANCE	1452787	8/18/1987
NAIL INSURANCE	2748694	8/5/2003
NAIL INSURANCE	2770299	9/30/2003
NAIL LIFE	2650144	11/12/2002
NASTY GIRL	2652573	11/19/2002
NATURAL BALANCE	806155	3/22/1966
NATURAL BALANCE	802481	1/18/1966
NATURAL SEVEN OIL	2314580	2/1/2000
NET EFFECT	1769609	5/11/1993
NEW IMAGE	833800	8/15/1967
NEW IMAGE	799630	11/30/1965
NEW IMAGE	799629	11/30/1965
NEW IMAGE	831974	7/11/1967
NOODLE HEAD	2765665	9/16/2003
PARABOLIC	2855190	6/15/2004

PHYTO SYSTEME	2333530	3/21/2000
POWER LIFT	2360769	6/20/2000
PREP B-4	2605701	8/6/2002
PRO CARE	1152062	4/28/1981
PROCLAIM	2404574	11/14/2000
PROCLAIM	2762853	9/9/2003
PROCLAIM	2936960	3/29/2005
PROTEIN COCKTAIL	2793048	12/9/2003
PUCKER UPS	2418929	1/9/2001
PUMP UP THE VOLUME	3058114	2/7/2006
QUICK WHITE	2652574	11/19/2002
QUICKSHIP	2029967	1/14/1997
RASPBERRY KAMIKAZE	2861295	7/6/2004
RHINO	3127864	8/8/2006
ROCK ON	2675527	1/14/2003
SALLY	1763527	4/6/1993
SALLY	2316754	2/8/2000
SALLY	2612903	8/27/2002
SALLY BEAUTY	2920799	1/25/2005
SALLY BEAUTY and Design	2582384	6/18/2002
SALLY BEAUTY and Design	2810775	2/3/2004
SALLY BEAUTY SUPPLY	2799286	12/23/2003
SALLY GIRL	3127488	8/8/2006
SALLYCARES	2535551	2/5/2002
SALON CARE	2083563	7/29/1997

SALON CARE	2540686	2/19/2002
SALON CARE	2301571	12/21/1999
SALON CARE	2765791	9/16/2003
SALON CARE	2850945	6/8/2004
SALON FOCUS PROMOTION GUIDE and Design	2930699	3/8/2005
SAVAGE BRONZE	2806741	1/20/2004
SAVVY	3068960	3/14/2006
SCENTS OF WELLNESS	2478296	8/14/2001
SCENTS OF WELLNESS	3071665	3/21/2006
SECOND CHANCE	759804	11/5/1963
SHAKE IT UP SHINER	2861223	7/6/2004
SHEER GLORY	820437	12/13/1966
SHEER GLORY	3011362	11/1/2005
SILK ELEMENTS	2935496	3/22/2005
SILKEN CHILD	3136681	8/29/2006
SIMPLY SMART SIMPLY SALLY	2366093	7/1.1/2000
SKIN SAVVY	2762134	9/9/2003
SMOOTH SHOT	2826521	3/23/2004
SPIKE IT	2885024	9/14/2004
SPLIT DECISION	2560396	4/9/2002
SPLIT MENDER	2830863	4/6/2004
STIFF ENUFF	2663411	12/17/2002
STIFF HEAD	2362945	6/27/2000
STRAIGHT LACED	3112537	7/4/2006

STRICTLY PROFESSIONAL	2166212	6/16/1998
STRICTLY PROFESSIONAL	3159879	10/17/2006
STRIP SEARCH	2660222	12/10/2002
SURE-BOND	2088126	8/12/1997
SURF WAX	2837203	4/27/2004
TERRIFIC TIPS	2013919	11/5/1996
TORNADO	2783223	11/11/2003
TRIPPED OUT	2958454	5/31/2005
VELVETEEN	2958195	5/31/2005
WEST COAST BEAUTY SUPPLY	3163414	10/24/2006
WET LOOK	1284849	7/10/1984
WHATEVER YOU WANT. WHENEVER YOU NEED IT. WHEREVER YOU ARE.	2425130	1/30/2001
WILDEST DREAMS	2322182	2/22/2000

<u>Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>
BEE KISSED	77/019587	10/12/2006
BRUSH STROKES	78/521706	11/23/2004
DESIGN FUSION	78/506525	10/27/2004
DESIGN LENGTHS	77/014504	10/5/2006
HEEL TO TOE	78/896909	5/31/2006
HOT N SILKY	77/019581	10/12/2006
ION SENSITIVE SCALP	78/825521	2/28/2006
LOME PARIS	78/434754	6/14/2004
MAD MUD	78/535296	12/20/2004
NATURAL 7 OIL	78/844197	3/23/2006
NATURAL IONIC ENERGY	78/948734	8/9/2006
NEGATIVE IONIC ENERGY	77/019590	10/12/2006
PARTY ON	78/839776	3/17/2006
SILK ELEMENTS REVIVE & RESTORE (Stylized)	78/422156	5/20/2004
STRICTLY PROFESSIONAL	78/366711	2/12/2004
WANT ME	78/907907	6/14/2006
WEST COAST BEAUTY SUPPLY	78/336011	12/3/2003
WEST COAST BEAUTY SYSTEMS	78/821367	2/23/2006

**B. Trademarks Registered to Armstrong McCall, L.P.**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ARMSTRONG MCCALL	1675418	2/11/1992
ARMSTRONG- MCCALL	1673793	1/28/1992
ARNOLD'S (Stylized)	2797492	12/23/2003
ARNOLD'S	2806580	1/20/2004
ARNOLD'S BEAUTY SUPPLIES & EQUIPMENT SINCE 1884 and Design	2775506	10/21/2003
CHAIN LINK	2756465	8/26/2003

**C. Trademarks Registered to Innovations-Successful Salon Services**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
COSMOPROF	2025319	12/24/1996
COMSOPROF (stylized)	2043011	3/11/1997
AROMA AESTHETICS	2929115	3/1/2005