

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

JPMORGAN CHASE BANK

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: FS CONCEPTS, INC.

Internal

Address: _____

Street Address: 10517 GARDEN GROVE BLVD.

City: GARDEN GROVE State: CA Zip: 92843

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other RELEASE OF SECURITY INTEREST
- Merger
- Change of Name

Execution Date: 11/03/2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

SEE SCHEDULE A ATTACHED

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: ERIC M. NEWMAN

Internal Address: _____

Street Address: 9432 SOUTHERN PINE BLVD.

City: CHARLOTTE State: NC Zip: 28273

6. Total number of applications and registrations involved: 35

7. Total fee (37 CFR 3.41)..... \$ 890.00

- Enclosed
- Authorized to be charged to CREDIT CARD ~~deposit account~~

8. Deposit account number:

SEE CREDIT CARD FORM ATTACHED

DO NOT USE THIS SPACE

9. Signature.

ERIC M. NEWMAN

Name of Person Signing



Signature

05/17/2004

Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CP \$890.00 76164284

Attachment to Item 4 of Recordation Form Cover Sheet

SCHEDULE A

TRADEMARKS

Trademark	Reg. Date	Application/ Reg. #
A PROFESSIONAL LOOK WITH A PERSONAL TOUCH	3/18/97	2,045,953
BACKSTAGE	N/A	75/164,284
BOTANIC	8/19/97	2,090,231
EL PRIMER SALON FAMILIAR	3/14/89	1,530,283
FANTASTIC	8/28/90	1,611,636
FANTASTIC BRONZE	1/28/97	2,034,138
FANTASTIC COLOR	6/13/95	1,899,337
FANTASTIC COLOR	5/23/95	1,894,764
FANTASTIC FUZZY	4/24/90	1,593,104
FANTASTIC FUZZY DESIGN	7/31/90	1,608,313
FANTASTIC SAM	10/16/79	1,126,066
FANTASTIC SAMS AND DESIGN	5/17/83	1,238,922
FANTASTIC SAM'S SERVICE AND MORE SERVICE	1/24/95	1,875,692
FANTASTIC SAMS	8/1/95	1,909,009
FANTASTIC SAMS	1/30/96	1,953,680
FANTASTIC TANS	5/23/95	1,895,436
FS (STYLIZED)	9/23/97	2,099,297
FS (STYLIZED)	3/31/98	2,147,180
FS AND DESIGN	6/4/96	1,978,797

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Attachment to Item 4 of Recordation Form Cover Sheet (Continued)

Trademark	Reg. Date	Application/ Reg. #
FS NATIONAL ACADEMY	6/22/99	2,254,792
FS NATIONAL ACADEMY	10/13/98	2,195,280
FS NATIONAL ACADEMY ON TOUR	9/22/98	2,190,697
GOTTA BE THE HAIR	6/30/98	2,170,303
HIBISCUS DESIGN	8/27/85	1,357,383
LIFECIRCLE	1/18/00	2,308,223
QUICK & EASY PERM	1/9/90	1,576,976
SAM	6/9/70	892,597
SAM'S	6/9/70	892,598
SAM'S	10/27/92	1,728,332
SMOOTHEE	1/23/01	2,422,755
SMOOTHEE	10/16/01	2,498,783
TEAMMENTOR	10/20/98	2,198,140
THE ORIGINAL AMERICAN FAMILY HAIRCUTTERS	12/21/82	1,221,322
THE ORIGINAL AMERICAN FAMILY HAIRCUTTERS	3/26/85	1,327,500
YOU CAN AFFORD TO LOOK THIS GOOD	11/26/96	2,019,425

RELEASE OF SECURITY INTEREST
(Trademarks)

This RELEASE OF SECURITY INTEREST (Trademarks)(the "Release") is made and effective as of the date indicated below and is granted by **JPMORGAN CHASE BANK**, a New York banking corporation, formerly known as The Chase Manhattan Bank ("Releasor"), in favor of **FS CONCEPTS, INC.**, a Delaware corporation ("Releasee").

WHEREAS, Releasee was obligated to Releasor, as agent for (i) the lenders (the "Lenders") named in Schedules 2.01(a) and 2.01(b) of the Credit Agreement dated as of May 18, 1999, among Releasee and the other Borrowers named therein, the guarantors named therein (the "Guarantors"), the Lenders and Releasor (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) for itself as issuer of the Letters of Credit and party to the Rate Agreements, and Releasee entered into a Security Agreement and Mortgage-Trademarks and Patents dated as of May 18, 1999 (the "Security Agreement") in favor of Releasor;

WHEREAS, pursuant to the Security Agreement, Releasee assigned to Releasor and granted to Releasor a security interest in, and mortgage on, all right, title and interest of Releasee in and to the trademarks, and the registrations therefor, listed on the attached Schedule A (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement;

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office at Reel 001907/Frame 0057 on or about June 3, 1999 and at Reel 002262/Frame 0798 on or about March 19, 2001;

WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to, and mortgage on, the Trademarks and the Collateral conveyed to Releasor pursuant to the Security Agreement and/or any other agreement (the "Security Interest"); and

WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in and to the Trademarks and the Collateral, and all other right, title and interest in and to the Trademarks and the Collateral conveyed to Releasor (if any) pursuant to the Security Agreement and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademarks and the Collateral (if any) to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all

further acts which Releasee (or its agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Trademarks and the Collateral.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized as of the 3 day of November, 2003.

JP MORGAN CHASE BANK (f/k/a The Chase Manhattan Bank)

By: [Signature]

Name: JANE E. ORNDALH

Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York

ss.:

COUNTY OF New York

On this 3 day of November 2003, before me, the undersigned, personally appeared Jane Orndahl, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
[NOTARY SEAL]

MARTHA ORTIZ
Notary Public, State of New York
No. 01OR6028416
Qualified in Kings County
Commission Expires August 2, 2005

SCHEDULE A

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