

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468450

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Great Clips, Inc.		03/26/2018	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	225 South Sixth Street		
<b>Internal Address:</b>	Suite 2500		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4755647	CLIPS OF KINDNESS	
<b>Registration Number:</b>	4966290	STYLISTHOOD.	
<b>Registration Number:</b>	5321012		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6126046818		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	612-604-6718		
<b>Email:</b>	cclassen@winthrop.com		
<b>Correspondent Name:</b>	Michael T. Olsen		
<b>Address Line 1:</b>	225 South Sixth Street		
<b>Address Line 2:</b>	Capella Tower, Suite 3500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	11581.22		
<b>NAME OF SUBMITTER:</b>	Michael T. Olsen		
<b>SIGNATURE:</b>	/mto/		
<b>DATE SIGNED:</b>	04/04/2018		
<b>Total Attachments: 6</b>			

OP \$90.00 4755647

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## SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Amendment, dated effective as of March 26, 2018, is made by and between Great Clips, Inc., a Minnesota corporation (the "Debtor"), and JPMorgan Chase Bank, N.A., a national banking association (the "Bank"), as collateral agent (the "Collateral Agent").

### Recitals

The Debtor and the Collateral Agent have executed a Trademark Security Agreement dated as of October 29, 2010, as amended by that certain First Amendment to Trademark Security Agreement dated as of September 10, 2013 (as amended, the "Trademark Security Agreement"). Capitalized terms used in these recitals have the meanings given to them in the Trademark Security Agreement unless otherwise specified.

The Debtor and the Collateral Agent have agreed to amend the Trademark Security Agreement in certain respects.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Defined Terms. Capitalized terms used in this Amendment which are defined in the Trademark Security Agreement shall have the same meanings as defined therein, unless otherwise defined herein.
2. Recital Paragraph. The recital paragraphs of the Trademark Security Agreement are hereby amended in its entirety to read as follows:

The Debtor and the Bank have entered into an Amended and Restated Credit Agreement of even date herewith (together with any and all amendments, supplements or modifications thereto or restatements thereof, the "Credit Agreement") setting forth the terms on which the Bank may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor which Credit Agreement amends and restates in its entirety that certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of September 10, 2013 by and between the Debtor and the Bank, as amended.

The Debtor and the Bank have also entered into an Amended and Restated Pledge and Security Agreement of even date herewith (together with any and all amendments, supplements or modifications thereto or restatements thereof, the "Security Agreement"), which amends and restates in its entirety (i) that certain Security Agreement dated October 29, 2010 by and between the Debtor and the Bank, as collateral for itself and the "Noteholders" (as defined therein), as amended and (ii) that certain Collateral Pledge Agreement dated as of October 29, 2010 by and between the Debtor and the Bank, as collateral agent for itself and the "Noteholders" (as defined therein), as amended.

The Debtor and the Noteholders have entered into an Amended and Restated Note Agreement of even date herewith (together with any and all amendments, supplements or

modifications thereto or restatements thereof, the "Note Agreement") setting forth the terms on which the Noteholders have agreed to purchase certain notes issued by the Debtor and under which certain notes of the Debtor will be outstanding, which Note Agreement amends and restates in its entirety that certain Note Agreement dated as of October 29, 2010 by and between the Debtor and the Noteholders, as amended.

The Bank and the Noteholders have entered into an Intercreditor and Collateral Agency Agreement dated as of October 29, 2010 (together with any and all amendments, supplements or modifications thereto or restatements thereof, the "Intercreditor Agreement") pursuant to which, among other things, the Bank is appointed as Collateral Agent for itself and the Noteholders.

As a condition to entering into the Credit Agreement and the Security Agreement and making any loans or financial accommodations under the Credit Agreement or otherwise, the Bank has required the execution and delivery of this Agreement by the Debtor, and as a condition to entering into the Note Agreement, the Noteholders have required the execution and delivery of this agreement by the Debtor:

3. All references in the Trademark Security Agreement to the "Additional Security Agreement" are hereby modified and amended to refer instead to the Security Agreement.
4. Exhibit A to the Trademark Security Agreement is hereby replaced by Exhibit A attached hereto.
5. No Other Changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Trademark Security Agreement shall remain in full force and effect.
6. Counterparts. This Amendment may be executed in any number of counterparts each of which when so executed and delivered shall be an original and all of which counterparts, taken together, shall constitute one and the same instrument.
7. THIS AMENDMENT SHALL BE GOVERNED AS TO VALIDITY, INTERPRETATION, ENFORCEMENT AND EFFECT BY THE LAWS OF THE STATE OF MINNESOTA.

*[Remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

GREAT CLIPS, INC.

By: Steve Hockett  
Steve Hockett  
Chief Executive Officer

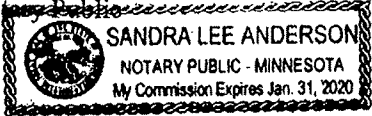
By: Rachelle Johnson  
Rachelle Markey Johnson  
Vice President of Finance

JPMORGAN CHASE BANK, N.A.  
as Collateral Agent

By: \_\_\_\_\_  
Jay A. Isaman  
Its: Executive Director

STATE OF MINNESOTA )  
  )  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 26 day of March, 2018, by Steve Hockett and Rachelle Markey Johnson, the Chief Executive Officer and Vice President of Finance, respectively, of Great Clips, Inc., a Minnesota corporation, on behalf of the corporation.

Sandra Anderson  
Notary Public  


STATE OF MINNESOTA )  
  )  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_ day of March, 2018, by Jay A. Isaman, the Executive Director of JPMorgan Chase Bank, N.A., a national banking association, on behalf of the association.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**

**TRADEMARKS**

United States Federal Trademarks  
Registrations

Mark	Registration No.	Date of Registration
GREAT CLIPS <sup>®</sup>	1,341,594	June 11, 1985
GREAT CLIPS FOR HAIR <sup>®</sup> (Service Mark)	1,610,866	August 21, 1990
GREAT CLIPS FOR HAIR <sup>®</sup> (Trademark)	1,620,738	November 6, 1990
SAILBOAT MOTIF DESIGN MARK (SAIL)	1,778,591	June 29, 1993
DETOUR <sup>®</sup>	2,013,051	November 5, 1996
SOLUTIONS BY GREAT CLIPS <sup>®</sup>	2,798,801	December 23, 2003
RELAX. YOU'RE AT GREAT CLIPS <sup>®</sup>	2,949,985	May 10, 2005
CONNECT WITH GREAT CLIPS <sup>®</sup>	3,251,241	June 12, 2007
GREAT CLIPS <sup>®</sup> (Stylized)	3,290,858	September 11, 2007
IT'S GONNA BE GREAT <sup>®</sup>	3,290,858	September 11, 2007
CLIP NOTES <sup>®</sup>	4,048,419	November 1, 2011
ONLINE CHECK-IN DESIGN	4,159,213	June 12, 2012
GREAT STUFF DESIGN	4,380,273	August 6, 2013
GREAT DEEDS <sup>®</sup>	4,380,290	August 6, 2013
CLIPS OF KINDNESS <sup>®</sup>	4,536,157	May 27, 2014
STYLISTHOOD. <sup>®</sup>	4,577,241	July 29, 2014
DESIGN MARK (ACRYLIC SAIL)	4,755,647	June 16, 2015
	4,966,290	May 24, 2016
	5,321,012	October 31, 2017

United States Federal Trademarks  
Applications

Mark	Application No.	Date of Application
GRIT@ GREAT CLIPS	87348496	February 24, 2017

Foreign Trademarks  
Registrations

Mark	Registration No.	Date of Registration	Country
GREAT CLIPS FOR HAIR <sup>®</sup>	397,505	April 24, 1992	Canada
GREAT CLIPS <sup>®</sup>	429,379	June 24, 1994	Canada
SAILBOAT MOTIF	525,791	March 27, 2000	Canada
DETOUR <sup>®</sup>	626,565	November 24, 2004	Canada
GREAT CLIPS <sup>®</sup>	4841100	February 25, 2005	Japan
SOLUTIONS BY GREAT CLIPS <sup>®</sup>	671949	September 1, 2006	Canada
GREAT CLIPS <sup>®</sup>	1110641	January 15, 2008	Australia
RELAX. YOU'RE AT GREAT CLIPS <sup>®</sup>	714985	May 23, 2008	Canada
CONNECT WITH GREAT	717506	June 26, 2008	Canada
	003849783	March 24, 2009	European

Mark	Registration No.	Date of Registration	Country
CLIPS®	1120255	September 10, 2009	Mexico
GREAT CLIPS®	2006/05367	January 21, 2010	South Africa
GREAT CLIPS®	7080210	August 7, 2010	China
GREAT CLIPS®	1883171	December 14, 2015	India
GREAT CLIPS®	868066	December 30, 2013	Canada
GREAT CLIPS®	872,677	March 5, 2014	Canada
GREAT CLIPS-MAPLE LEAF DESIGN	927,387	January 27, 2016	Canada
IT'S GONNA BE GREAT®	928,681	February 10, 2016	Canada
GREAT DEEDS®	928,952	February 12, 2016	Canada
CLIPS OF KINDNESS®	928,945	February 12, 2016	Canada
CLIP NOTES®	928,944	February 12, 2016	Canada
ONLINE CHECK-IN DESIGN			
GREAT STUFF DESIGN			

Foreign Trademarks  
Applications

Mark	File No.	Date of Application	Country
DESIGN MARK (ACRYLIC SAIL)	1811971	November 30, 2016	Canada
GRIT @ GREAT CLIPS	1826758	February 24, 2017	Canada