

07-23-2001

FORM PTO-1595  
1-31-92

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HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Docket No. **03349**

**101785595**

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

1. Name of conveying party(ies): California Suncare, Inc.

Individual                       Association  
 General Partnership         Limited Partnership  
 Corporation                      State: California  
 Other

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

2. Name and address of receiving party:  
Name: California Tan, Inc.  
Internal Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Street Address: 10877 Wilshire Blvd., Suite 1200  
City: Los Angeles State: CA Zip: 90024

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement         Change of Name  
 Other \_\_\_\_\_  
Execution Date: August 22, 2000

Individual(s) Citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership  
 Limited Partnership  
 Corporation State Delaware  
 Other

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or Trademark number(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Trademark Application No(s): 75/535,234                      B. Trademark No(s): 1567834

Additional numbers attached?  Yes  No **UNO 7-13-01**

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Brent D. Sokol  
Internal Address: LYON & LYON LLP  
633 West Fifth Street, Suite 4700  
Los Angeles, CA 90071-2066  
Phone: (213)489-1600

6. Total number of applications and trademarks involved: 84

7. Total fee (37 CFR 3.41):                      \$ 3360.00  
 Enclosed  
 Charge this Deposit Account if any additional fee is required

8. Deposit Account Number: **12-2475**

**DO NOT USE THIS SPACE**

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brent D. Sokol    Date: July 6, 2001  
Brent D. Sokol, Reg. No. 38,621

Total number of pages including cover sheet: 11

OMB No. 0651-0011 (exp. 4/94)

**Do not detach this portion**

Mail documents to be recorded with required cover sheet information to:

**Director — U.S. Patent and Trademark Office**  
**Box Assignments**  
**Washington, D.C. 20231**

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Ref: 07/2001  
LA-200654.1

**RECORDATION FORM COVER SHEET TRADEMARK**

**Continuation of Item 4.**

A. Trademark Application No(s):.

76/153557
74/707011
75/513331
75/312513
74/274511
75/433464
75/312515
75/521685
75/324711
74/589892
75/322149
75/145646
75/549695
74/699519
74/331782
75/317239
75/444222
75/275904
74/554119
74/324646
74/620324
74/274516
74/560016
74/551001
74/274508
74/274509
74/274507
75/138664
74/515913
75/403292
75/324702
75/403284
75/328647
74/324628
75/497960
74/331784
74/324633

**RECORDATION FORM COVER SHEET TRADEMARK**

**Continuation of Item 4.**

74/324629
74/429949
75/504648
75/633628
74/310236
74/305185
74/324635
74/324636
74/324637
74/274510
74/324638
74/324639
74/275058
75/330726
74/047894
74/324642
75/437750
74/274512
75/219328
74/331785
74/413629
74/650026
74/331798
74/274513
75/208096
74/324643
74/324647
74/555768
74/324645
75/437406
75/549697
75/247456
74/302077
74/405233
74/403739
74/274515
74/274514
75/518662
75/483407

**RECORDATION FORM COVER SHEET TRADEMARK**

**Continuation of Item 4.**

B. Trademark Registration No(s):

1567833
1697287
1830999
1826793
1766500
1826057

## TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, dated and effective as of August 22, 2000, by and among California SunCare, Inc., a corporation organized and existing under the laws of the state of California ("Seller") and CALIFORNIA TAN, INC., a corporation organized and existing under the laws of the state of Delaware ("Purchaser").

Seller, Purchaser and the stockholders of Seller are parties to an Asset Purchase Agreement, dated as of August 22, 2000 (the "Asset Purchase Agreement"). All capitalized terms used herein without definition shall have the meanings set forth in the Asset Purchase Agreement.

In consideration of the premises and mutual covenants and agreements set forth in the Asset Purchase Agreement, the parties hereto agree as follows:

1. In consideration of the payment of the Purchase Price made by Purchaser to Seller pursuant to the Asset Purchase Agreement, receipt of which is hereby acknowledged, and the assumption of the Assumed Liabilities, Seller hereby sells, transfers, conveys, assigns, releases, sets over and delivers to Purchaser, to and for the benefit of Purchaser and its successors and assigns forever, all of Seller's worldwide right, title and interest in and to the trademarks and pending applications for trademarks listed on Exhibit A1 attached hereto (the "Trademarks"), together with the goodwill of the businesses associated therewith and symbolized thereby, the same to be held and enjoyed by Purchaser for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Trademarks are or may be granted as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made; together with all Seller's claims for damages by reason of past infringement of said Trademarks, with the right to sue for and collect the same for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives.

Seller hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all registrations and pending applications for registration of Trademarks to Purchaser as assignee of the entire interest of Seller, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

2. Seller hereby constitutes and appoints Purchaser, its successors and assigns, the true and lawful attorney of Seller to (i) endorse and/or file of record, all assignments, applications, documents, papers and instruments necessary for Purchaser or its transferee, successors or assigns, to obtain title to and the right to use the Trademarks, and (ii) to institute and prosecute all proceedings which Purchaser may deem proper in order to collect, assert or enforce any claim, right or title of any kind, in or to the Trademarks.

3. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

4. This Agreement shall be governed in all respects, including validity, interpretations and effect, by the laws of the State of New York. The parties hereto hereby consent to the non-exclusive jurisdiction of any state or federal court located within the County of Los Angeles, State of California and irrevocably agree that all actions or proceedings arising out of or relating to this Agreement may be litigated in such courts. Each party hereto accepts for each of itself and in connection with its properties, generally and unconditionally, the jurisdiction of the aforesaid courts and waives any defense of forum non conveniens, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement.

5. Telefacsimile transmissions of any executed original document and/or retransmission of any executed telefacsimile transmission shall be deemed to be the same as the delivery of an executed original. At the request of any party hereto, the other parties hereto shall confirm telefacsimile transmissions by executing duplicate original documents and delivering the same to the requesting party or parties. This Agreement may be executed in any number of counterparts and by the parties hereto 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.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their respective duly authorized representatives, effective as of the date first written above.

**CALIFORNIA TAN, INC.**

By: *Stephanie Snyder*  
Name:  
Title:

**CALIFORNIA SUNCARE, INC.**

By: *Donald J. Smith*  
Name:  
Title:

**EXHIBIT A1****United States Trademark Application(s)**

<b>Mark(s)</b>	<b>Trademark Application Number(s)</b>
Almond Spice	75/535234
Aquabotanical	76/153557
Balance	74/707011
Beguile	75/513331
Butter Gelee	75/312513
California Heliotherapy	74/274511
Caramel Spice	75/433464
Chocolate Powder	75/312515
Chocolate Spice	75/521685
Climate Control	75/324711
Cocoa	74/589892
Cooling System	75/322149
CuO2	75/145646
Elation	75/549695
Evolve	74/699519
Fitsun	74/331782
Fuconol	75/317239
Golden Honey	75/444222
Great American Hemp Company	75/275904
Heleotherapy	74/554119
Helio	74/324646
Helio	74/620324
Helio Care	74/274516
Helio Care	74/560016
Heliopower	74/551001
Helios	74/274508
Helios Care	74/274509
Heliotherapee	74/274507
Heliotherapee	75/138664
Heliotherapy	74/515913
Hot	75/403292
Hot Chocolate	75/324702
Hot off the Beach	75/403284
Hydrabound	75/328647
Illumination	74/324628
Island Radiance	75/497960
Light Quantums	74/331784
Light Therapy	74/324633
Light-Age	74/324629



<b>Mark(s)</b>	<b>Trademark Application Number(s)</b>
Lip Defense	74/429949
Luminous	75/504648
Lush Coconut Crème	75/633628
Maximize the Positive Effects of the Sun	74/310236
Maximizer	74/305185
Maximum Wavelength Absorption	74/324635
Melatonin Rhythm (Stylized)	74/324636
Natural Sunlight	74/324637
Nutratherapy	74/274510
Optotherapy	74/324638
Photodynamic Therapy	74/324639
Phototherapy	74/275058
Power Zone	75/330726
Rage	74/047894
Seasonal Rhythms	74/324642
Solar Energy	75/437750
Solar Therapy	74/274512
Solar Therapy	75/219328
Solaria	74/331785
Spectrex	74/413629
Summer Storm	74/650026
Sun Account	74/331798
Sun Therapy	74/274513
Sun Therapy	75/208096
Syntonics-Specific Form of *	74/324643
The Helio Family of Products	74/324647
The Helio Family of Products	74/555768
The Science of Light	74/324645
Toasted Honey	75/437406
Trance	75/549697
Transcend	75/247456
Tropical Sun Spray	74/302077
Ultimate Exposure	74/405233
Ultimate Sizzle	74/403739
Ultra-Violet Therapy	74/274515
UV Therapy	74/274514
Vitalize	75/518662
Ylang-Ylang Body Oil	75/483407

## United States Trademark Registration(s)

Mark(s)	Trademark Registration Number(s)
California Kids	1567834
California Kids & Design	1567833
California Spa	1697287
Heliotropic Spray Gel	1830999
Island Jasmine Tanning Tea	1826793
Night Intensity	1766500
Tropical Fury	1826057

## Foreign Trademark Registrations and Applications

Mark	Country	Registration or Application No.
Heliotherapy	Bermuda	29154
Butter	Canada	835971
Duality	Canada	1045993
Fucunol	Canada	858402
Great American Hemp Company	Canada	846006
Heliopulse	Canada	451314
Kukuatan	Canada	371464
Lush Coconut Crème	Canada	23570.030BA
Malibu Rum	Canada	1045994
Mocha	Canada	470830
Summer Storm	Canada	779145
Volcanic Mud	Canada	1045992
Volcanic Tanning Mud	Canada	1047703
California Tan	Denmark	1154/1991
Touch of Bali	Denmark	4655/1998
Heliotherapy	Estonia	9701477
California Tan	Finland	4921/90
Heliotherapy	Finland	3409/92
California Tan	Japan	140399/89
Heliotherapy	Malaysia	97/21298
California Tan	Mexico	23571.3
Touch of Bali	Norway	98/09717
Touch of Bali Logo	Norway	197781
California Tan	Sweden	90-08875
Heliotherapy	Sweden	92-06380
Touch of Bali	Sweden	9806983
California Tan	United Kingdom	1441925

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Trademark Applications of: )  
 )  
California Tan, Inc. )  
 )  
 )

TRANSMITTAL LETTER FOR ASSIGNMENT

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Dear Sir/Madam:

Enclosed are the following documents:

- Trademark Assignment, assigning the trademark applications and registrations listed in Exhibit A1 to CALIFORNIA TAN, INC. (together with PTO Form 1595); and
- Lyon & Lyon Check in the amount of \$3360.00 to cover the Assignment recordation fee for the trademark application.

CERTIFICATE OF MAILING  
(37 C.F.R. §1.8a)

I hereby certify that this paper (along with any referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as First Class Mail in an envelope addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.

July 10, 001  
Date of Deposit  
LA-201020.1

*G. M. B. ...*

The Commissioner is authorized to charge Counsel's Deposit Account No. 12-2475 for any fees required that are not covered, in whole or in part, by a check enclosed herewith and to credit any overpayments to said Deposit Account 12-2475.

Respectfully submitted,

LYON & LYON LLP



Brent D. Sokol, Esq.  
Reg. No. 38,621

Dated: July 10, 2001

633 West Fifth Street, Suite 4700  
Los Angeles, California 90071-2066  
(213) 489-1600