

03-29-2002

FORM PTO-1594

(Rev. 6-93)

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

REC



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102036087

Tab settings

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

1. Name of conveying party(ies): 3-15-02

T.W. Enterprises, Inc.
2789 Clearwater Road
St. Cloud, MN 56301

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other License Agreement
- Merger
- Change of Name

Execution Date: 02/08/2002

2. Name and address of receiving party(ies)

Name: Performance Brands, Inc.

Internal Address: _____

Street Address: 959 Shotgun Road

City: Sunrise State: FL ZIP: 33326

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

If assignee is not domiciled in the Un is attached:

(Designations must be a separate do Additional name(s) & address(es) all:



03-15-2002

U.S. Patent & TMO/TM Mail Rpt Dt. #66

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

A. Trademark Application No.(s)

(refer to Exhibit A)

B. Trademark Registration No.(s)

(refer to Exhibit A)

Additional numbers attached? Yes No

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

Name: Hugh D. Jaeger

Internal Address: _____

Street Address: _____

1000 Superior Blvd., Suite 302

City: Wayzata State: MN ZIP: 55391

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

10-0230

(Attach duplicate copy of this page if paying by deposit account)

03/28/2002 TDIAZ1 00000077 100230 2484094

DO NOT USE THIS SPACE

01 FC:481 40.00 OP

02 FC:482 40.00 CH

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.

Hugh D. Jaeger (21,270)

Name of Person Signing

H D Jaeger
Signature

3-14-02
Date

Total number of pages including cover sheet, attachments, and document: 1

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

TRADEMARK
REEL: 002471 FRAME: 0242

Exhibit A -TRADEMARKS

FIESTA SUN # 2,484,094
HACE SOL # 2,152,588
HACE FRIO # 2,152,589
10 PEPPER # 2,466,518
CHILLY PEPPER Pending Serial # 78/280,970

BASK # 2,363,164
MYSTIFY # 2,474,489
AQUAGEN # 2,476,750
CONCEPT Pending Serial # 75/778,866
FLUID Pending Serial #75/778,867
AUBURN Pending Serial #75/778,868
MARSHMALLOW Pending Serial #75/778,869
CAPTIVATE Pending Serial #76/016,758
SURRENDER Pending Serial #76/016,759
SUNDEW Pending Serial #76/060,921
CLOUD 9 Pending Serial #76/060,922
DECADENCE Pending Serial #76,205,495

LICENSE AGREEMENT

T.W. Enterprises, Inc., a Minnesota corporation, or its assignee ("TW") and Performance Brands, Inc., a Florida corporation ("PBI"), make this Agreement effective as of February 8, 2002.

RECITALS

- A. TW owns the "BASK" and "FIESTA SUN" brand tanning products and various sub-brands specifically listed on the attached **Exhibit A** ("Products"). TW also owns registered trademarks for the Products as listed on the attached **Exhibit A** ("Trademarks").
- B. Concurrently with this Agreement's execution, PBI is entering into an Asset Purchase Agreement with TW pursuant to which PBI will be purchasing certain raw materials inventory, finished goods inventory and/or fixed assets of TW associated with the Products.
- C. TW desires to grant PBI an exclusive license to use and sell the Products and an exclusive license to use the Trademarks in the manufacture, use and sale of the Products pursuant to this Agreement's terms.

AGREEMENT

In consideration of the parties' mutual covenants, agreements, and representations contained in this Agreement, and for other good and valuable consideration, the receipt of which the parties acknowledge, the parties agree as follows:

1. **Grant of License.** In consideration for the License Fee to be paid under Section 2, TW grants to PBI an exclusive, nontransferable, worldwide license to manufacture, use and sell the Products and an exclusive, nontransferable, worldwide license to use the Trademarks in the manufacture, use and sale of the Products.

2. **License Fee.** PBI will pay TW Four Hundred Thousand and no/100 Dollars (\$400,000.00) as a license fee for the rights granted under Section 1 of this Agreement ("License Fee") payable as follows:

- A. A running royalty equal to One and no/100 Dollars (\$1.00) per bottle on all of PBI's individual bottle sales of any of the Products payable as provided in Section 3; and
- B. A running royalty equal to ten percent (10%) of all of PBI's Gross Sales of any "BASK" or "FIESTA SUN" brand


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Products which do not fit into the standard bottle size category payable as provided in Section 3. "Gross Sales" will mean the aggregate compensation PBI, or its subsidiaries or affiliates, receives for selling any of the Products excluding taxes imposed, transportation costs and return credits.

3. **Payments**

A. **Quarterly Payments.** PBI will pay TW the running royalties specified in Section 2 within thirty (30) days after March 31, June 30, September 30 and December 31 of each year while this Agreement is in effect covering the quantity of Products sold by PBI during the preceding calendar quarter.

B. **Minimum Payments.** Notwithstanding anything in this Agreement apparently to the contrary and regardless of the number of Products sold and royalties paid under Section 2, if the running royalties paid under Section 2 do not reach the minimum amount set forth below for such applicable year, PBI will pay an additional amount with the payment due for the period ending December 31 of such year, so that the total amount paid for such year will reach the following minimum amounts required to be paid for that particular year:

<u>Year</u>	<u>Minimum Payment</u>
2002	\$25,000.00
2003	\$75,000.00
2004	\$75,000.00

C. **Final Payment.** If PBI has not paid TW the entire \$400,000.00 License Fee on or before January 1, 2006, then PBI will pay the entire amount of the License Fee remaining to be paid to TW no later than **January 15, 2006.**

D. **Currency.** All monies payable under this Agreement will be paid in United States currency via cash, certified check or wire transfer.

E. **Failure to Pay.** If PBI fails to make any payment whatsoever due and payable to TW under this Agreement, TW may, at its sole option, terminate this Agreement pursuant to Section 9.

4. **Ownership Transfer.** Upon PBI's full payment of the entire License Fee and proper compliance with all of this Agreement's terms, TW will transfer and assign ownership of the Products and Trademarks to PBI and this Agreement will terminate.

5. **Early Termination.** PBI may terminate this Agreement at any time upon thirty (30) days written notice to TW without any further liability under this Agreement,

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except for indemnification provisions, provided (a) PBI delivers to TW an early termination fee in the amount of \$5,000.00, and (b) PBI pays all running royalties earned to the date of termination but not paid.

6. **Reports and Records**

A. **Quarterly Statement**. PBI will provide a quarterly written statement to TW showing the number of Products sold during each calendar quarter and the amount of running royalties payable under this Agreement for those Product sales.

B. **Records**. PBI will keep true and correct records of the Products' Gross Sales and the number of Products sold in sufficient detail to enable the running royalty payments to TW to be determined.

C. **Inspections**. PBI will allow TW's representatives, during regular business hours or at such other times as may be mutually agreeable, to inspect PBI's books and records to the extent reasonably necessary to determine PBI's compliance with this Agreement's terms, INCLUDING ALLOWING TW TO INSPECT THE QUALITY OF THE PRODUCTS UNDER THE TRADEMARKS. TW will execute, upon PBI's request, a mutually acceptable confidentiality agreement and will not disclose any confidential information discovered during an inspection to any third party.

7. **TW's Representations and Warranties**. TW represents and warrants to PBI as follows:

A. **Organization, Good Standing, and Qualification**. TW is a corporation duly organized, validly existing, and in good standing under Minnesota law, has all necessary corporate powers to own the Products and Trademarks, and to carry on its business it now owns and operates.

B. **Title to Products and Trademarks**. TW holds marketable title to the Products and Trademarks free and clear of all liens, charges, security interests, encumbrances, or, to TW's best knowledge, third party claims or interests of any kind whatsoever.

C. **Compliance with Laws**. To TW's best knowledge, TW has complied with and is not in violation of any applicable federal, state, or local statutes, laws, and regulations affecting the Products or Trademarks, the failure to comply with or the violation of which would materially impact TW's ability to license the Products and Trademarks to PBI.

D. **Litigation**. To the best of TW's knowledge, there is no material suit, action, arbitration, or legal, administrative, or other proceedings or governmental

investigation, pending or threatened, against or affecting TW, its business, the Products or Trademarks.

E. Agreement Will Not Cause Breach or Violation. Neither TW's execution of this Agreement nor its consummation of the transactions this Agreement contemplates will result in or constitute a default, breach, or violation of any of TW's organizational documents or obligations to which TW is a party.

F. Product Warranties. To the best of TW's knowledge, no person has asserted any claim or has any reasonable basis for any claim relating to warranties or guarantees with respect to any Product.

G. Authorization. This Agreement and the transactions it contemplates have been duly authorized by TW's Shareholders and Board of Directors.

H. Other Licenses. TW has not granted any licenses to use the Products or Trademarks to any other parties.

I. Infringement. As of this Agreement's date, TW is not aware of any parties infringing on the Trademarks or that the Trademarks infringe upon any other trademarks.

8. PBI's Representations and Warranties. PBI represents and warrants to TW as follows:

A. Organization, Good Standing, and Qualification. PBI is a corporation duly organized, validly existing, and in good standing under Florida law, has all necessary corporate powers to own its assets and to carry on its business which it now owns and operates.

B. Compliance with Laws. To the best of PBI's knowledge, PBI has complied with and is not in violation of any applicable federal, state, or local statutes, laws, and regulations affecting its assets or its business operations, the failure to comply with or the violation of which would materially impact PBI's ability to purchase the Assets or enter into this Agreement.

C. Litigation. To the best of PBI's knowledge, there is no material suit, action, arbitration, or legal, administrative, or other proceedings or governmental investigation, pending or threatened, against or affecting PBI, its business, or assets.

D. Agreement Will Not Cause Breach or Violation. Neither PBI's execution of this Agreement nor its consummation of the transactions this Agreement

contemplates will result in or constitute a default, breach, or violation of any of PBI's organizational documents or obligations to which it is a party.

- F. Authorization. This Agreement and the transactions it contemplates have been duly authorized by PBI's Shareholders and Board of Directors.
- G. PBI shall maintain the quality of the products at least at the approximant level they are prior to the signing of this agreement.

9. **PBI'S Obligations.**

A. Indemnification. PBI agrees to defend, indemnify and hold TW, and its heirs, successors, assigns and legal representatives, harmless from all customer warranty claims, product liability claims and other legal actions and proceedings, and for any liability or injury, incurred to persons who are injured as a consequence of the use of any Products sold by PBI or as a consequence of any defects in the Products relating to the Products' sale or use after this Agreement's effective date, with the exception of any Finished Goods purchased by PBI from TW and sold by PBI.

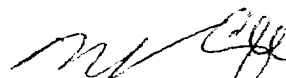
B. Quarterly Royalties and Statement. PBI agrees to pay the above stated quarterly running royalties and provide the quarterly statements without demand.

C. Reasonable Efforts. PBI agrees to utilize all reasonable efforts to promote, market, distribute and sell the Products.

D. Professionalism. PBI agrees, to the extent reasonably possible, to have all shipping and sales performed in a professional and equitable manner.

E. Liability Insurance. PBI will procure and maintain comprehensive general liability insurance in an amount greater than or equal to \$2,000,000 per incident, including product liability, personal liability, personal injury, property damage, and broad form contractual liability coverage for all acts and omissions directly or indirectly associated with this Agreement. Upon TW's request, PBI will provide written evidence, satisfactory to TW, of this insurance.

F. Trademarks. PBI agrees to take all reasonable steps to maintain the Trademarks' integrity and validity. All filing fees and government fees necessary to maintain the trademarks shall be paid for by TW and TW shall sign any necessary documents to maintain the trademarks. PBI admits the validity of, and agrees not to challenge the Trademarks or TW's ownership of them. PBI also agrees that any and all rights that may be acquired by PBI's use of the Trademarks will inure to TW's sole benefit. PBI will not use or register any name or mark confusingly similar to the Trademarks.



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G. Governmental Compliance. PBI agrees to at all times during this Agreement's term comply with all governmental laws and regulations related to the manufacture, use, distribution, marking and sale of the Products and Trademarks.

10. Duration and Termination. This Agreement will remain in full force and effect unless and until termination or cancellation as provided in this Agreement.

A. Default. If PBI at any time defaults under this Agreement or the Asset Purchase Agreement, by failing to render any required statement, to make any required payment, to fulfill any of PBI's other material obligations under the Agreements or otherwise defaulting under the Agreements, and fails to cure any non-monetary default within thirty (30) days of written notice thereof and any monetary default within ten (10) days of written notice thereof, TW will have the right to immediately terminate this Agreement. Once TW has provided PBI with a written 10-day default notice for two separate monetary defaults during this Agreement's term, TW will no longer have to provide a written default notice for any monetary defaults and may terminate this Agreement immediately upon a monetary default.

B. Automatic Termination. This Agreement will automatically terminate in the event of any of (i) PBI's liquidation, insolvency, dissolution or bankruptcy, whether voluntary or involuntary, (ii) the appointment of a Trustee or Receiver for PBI, (iii) PBI's assignment of all or substantially all of its assets for the benefit of creditors.

C. Remittance Following Termination. Upon this Agreement's termination, PBI will immediately remit to TW all amounts of the License Fee, which remain unpaid as of this Agreement's termination, and all of PBI's rights to use the Products and Trademarks will immediately cease.

11. Infringement.

A. Defending an Infringement Lawsuit. TW will defend or settle, at its own expense, any claim made against PBI that PBI's use or sale of the Products or Trademarks infringes any trademark, trade secret, or other proprietary right. PBI will indemnify TW and hold TW harmless against all claims, damages, costs, judgments, awards and attorneys' fees arising out of PBI's use of the Trademarks pursuant to this Agreement or during PBI's later ownership of the Trademarks, except for any running royalties paid to TW by PBI under this Agreement for any disputed Trademark for which a judgment has been entered. TW will indemnify PBI and hold PBI harmless against all claims, damages, costs, judgments, awards and attorneys' fees arising out of TW's ownership and use of the Trademarks before this Agreement's date. PBI may, in its sole discretion, settle any claims asserted against it without the approval of TW.



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B. **Bringing an Infringement Lawsuit.** PBI or TW may, at their option, initiate and prosecute proceedings to terminate any infringements on the Trademarks. If PBI or TW chooses to bring an infringement action, the party bringing the action will be responsible for all expenses, including but not limited to legal fees, associated with bringing an infringement action involving the Trademarks. TW will be entitled to all of PBI's recoveries under such suits, which recoveries, less expenses, will be considered license fees for purposes of this License Agreement.

C. **Notification.** PBI and TW both agree to notify each other of any legal action involving the Trademarks or Products.

12. **Product Pricing.** From the later of (a) three (3) years after this Agreement's date, or (b) until PBI has paid TW the entire License Fee, PBI agrees to sell the "BASK" and "FIESTA SUN" Products to TW at those Product's current purchase price, as listed on the attached **Exhibit B** for all existing items and PBI agrees to sell all new Product items to TW at Salon Cost, as listed on the attached **Exhibit B**, less a 78% discount.

13. **TW's Customer and Prospect Databases.** As long as PBI is not in default under this Agreement, TW will allow PBI to use the customer and prospect databases currently being used by Colabs to the extent Colabs has had contact with a customer in the past twelve (12) months. PBI may only use such databases for the promotion of "BASK" and "FIESTA SUN" related Products, subject to all of the terms of the confidentiality and non-disclosure terms contained in the agreement between TW and PBI dated November 21, 2001, a copy of which is attached as **Exhibit C** ("Nondisclosure Agreement").

14. **TW's Office Space.** As long as PBI is not in default under this Agreement, TW will allow PBI to use TW's existing office space located at 4611 Rusan Street North in St. Cloud, Minnesota ("Premises") for a period of up to six (6) months after this Agreement's date at the rate which TW is currently paying for the space as of this Agreement's date. PBI's use of the Premises will be expressly subject to all of the terms and conditions of TW's current lease of the Premises. PBI agrees to execute any sublease or other documents, which TW requires before leasing the Premises to PBI.

15. **TW's Personnel and Equipment.** As long as PBI is not in default under this Agreement, TW will provide, in TW's sole discretion, TW's personnel, telephone, and data processing equipment to PBI at rates consistent with comparable personnel and equipment being offered in the marketplace for a period of up to six (6) months after this Agreement's date.

16. **Waiver of Warranties.** Except as specifically provided in this Agreement, TW makes no warranties or representations whatsoever regarding the Products or Trademarks. TW makes no warranties or representations, expressed or implied,


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including, but not limited to, warranties of fitness or merchantability, regarding or with respect to the products or trademarks.

17. **Indemnification**. The parties agree to indemnify and hold each other harmless from and against any and all liabilities, losses, damages, claims, costs and expenses (including without limitation, reasonable attorneys fees and costs) arising out of or resulting from that party's breach or inaccuracy of any warranty or representation, any misstatement of fact or facts, failure to state or disclose a material fact necessary to make the facts stated or disclosed not misleading, or failure to perform or observe any of this Agreement's terms. If party brings a claim under this Section, that party may exercise all legal and equitable remedies.

18. **Representations' Nature and Survival**. All statements contained in any documents, certificates or other instruments delivered by or on behalf of either party pursuant to this Agreement or in connection with the transactions contemplated will be deemed representations and warranties by that party under this Agreement.

19. **Governing Law**. Minnesota law will govern this Agreement.

20. **Expenses**. The parties will pay for their own expenses incurred regarding this Agreement and this transaction.

21. **Modification**. This Agreement contains the parties' entire agreement regarding its subject matter and supersedes all prior written or oral agreements. The parties will modify this Agreement only by a mutually signed, written agreement. Any waiver will be limited to the circumstance or event specifically referenced in the written waiver document and will not be deemed a waiver of any other term or of the same circumstance or event upon any recurrence.

22. **Counterparts**. The parties may execute this Agreement in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

23. **Notices**. Any notice or other communication required or permitted by this Agreement will be in writing and will be deemed to have been given, when received, if delivered by facsimile and overnight delivery signature requested addressed to the appropriate parties outlined below. Addresses may be changed by written notice given pursuant to this Section. Until the address is changed under this Section, the addresses and applicable numbers for notice will be as follows:

If to Seller:

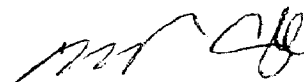
T.W. Enterprises, Inc.
c/o Mark Oslund

With a copy to:

Scott G. Hamak, Esq.
Rinke-Noonan

PFebruary 6, 2002.C2002 02 04

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2789 Clearwater Road
St. Cloud, Minnesota 56301
320-654-0551 (phone)
320-654-0681 (fax)

Suite 700, Wells Fargo Center, P.O. Box 1497
St. Cloud, Minnesota 56302
320-251-6700 (phone)
320-656-3500 (fax)

If to Buyer:

Performance Brands, Inc.
c/o Stacy Kaufman
959 Shotgun Road
Sunrise, Florida 33326
954-423-4161 (phone)
954-423-3011 (fax)

Alex P. Rosenthal, Esq.
Reimer & Rosenthal, LLP
2115 North Commerce Parkway
Weston, Florida 33326
954-384-9200 (phone)
954-384-0017 (fax)

24. **Assignment.** The parties will not assign, transfer or sublicense any of their rights or obligations under this Agreement without the other party's prior, written consent. Notwithstanding anything in this Section apparently to the contrary, the parties specifically agree that TW may assign the Trademarks and the right to receive royalties under this Agreement to Coliant Corporation, in which event all other terms and conditions of this Agreement will remain intact so long as Coliant Corporation agrees in writing to be bound by this Agreement's terms.

25. **Publicity.** The parties each represent and warrant that they will make no announcement to public officials or the press in any way to the transaction described in this Agreement without all parties' prior consent.

26. **Benefit.** Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties to this Agreement or their permitted successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

27. **Waiver.** TW's failure, delay or partial exercise of any right or remedy under this Agreement will not be a waiver of those rights and will not preclude TW's exercise of any other rights or remedies.

28. **Severability.** The parties agree that if any part, term, or provision of this Agreement will be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions will not be affected thereby. If the legality of any provision of this Agreement is brought into question because of a decision by a court of competent jurisdiction, TW, by written notice to PBI, may revise the provision in question or delete it entirely so as to comply with the decision of said court.



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29. **No Partnership**. The parties acknowledge and agree that this Agreement and any of the parties acts in this transaction will not create any partnership, agency, joint venture, association or third party beneficiary relationship between the parties.

30. **Confidentiality**. The parties agree to keep this Agreement's terms strictly confidential and they will not release this Agreement or its terms to any person, corporation or other entity other than to the parties to this Agreement and to their insurers, lenders, accountants, and other outside legal consultants who have a need to know of such information and who agree to be bound by this Agreement's terms, and to their respective counsel and law firms. This Agreement's terms may be released upon written consent of a duly authorized officer or representative of all of the other parties to this Agreement, or as required by law or if required to enforce this Agreement.

31. **Facsimile Signature**. The parties may execute this Agreement via facsimile signature.

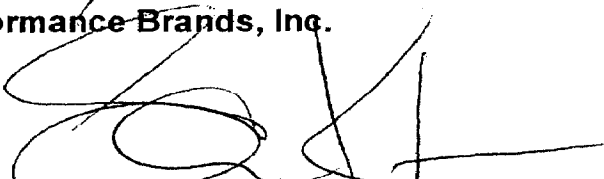
32. **Representation**. Rinke-Noonan is representing TW in this Agreement and the Closing. PBI is advised to seek separate legal representation. The parties have duly executed this Agreement as of the Effective Date.

33. **Filing of Agreement**. TW will file this License Agreement with the U.S. Patent and Trademark Office within thirty (30) days after this Agreement's effective date.

T.W. Enterprises, Inc.

By 
Mark Ostund, President

Performance Brands, Inc.

By 
Stacy Kaufman, President

Code	Description	Qty	Vendor	Unit Cost
10-023 10x Pepper 8 oz				
60-150	200 ml Evase PVC Oval Clear Btl	1,000	Fenton Weber	0.252
60-250	24mm Snap Top Natural/Black Tin	1,000	Fenton Weber	0.083
60-450	Shipping Box for FS Products	0.083	Liberty Carton	0.192
60-451	Chipboard Partition for FS	0.083	Liberty Carton	0.199
60-556	Lotion & Fill 10x Pepper 8 oz btl	1,000	Creative Labs	3.080
60-800	Label - 10x Pepper 8 oz Front	1,000	Wisconsin Label	0.055
60-801	Label - 10x Pepper 8 oz Back	1,000	Wisconsin Label	0.045
	Shipping/Plate Charges/etc			0.150
	Total Unit Cost			3.698

10-025 Sol Plus 8 oz				
60-150	200 ml Evase PVC Oval Clear Btl	1,000	Fenton Weber	0.252
60-251	24mm Snap Top Natural/Aqua Tin	1,000	Fenton Weber	0.083
60-450	Shipping Box for FS Products	0.083	Liberty Carton	0.192
60-451	Chipboard Partition for FS	0.083	Liberty Carton	0.199
60-550	Lotion & Fill Sol Plus 8 oz btl	1,000	Creative Labs	1.970
60-802	Label - Haze Sol Plus Front	1,000	Wisconsin Label	0.035
60-803	Label - Haze Sol Plus Back	1,000	Wisconsin Label	0.035
	Shipping/Plate Charges/etc			0.150
	Total Unit Cost			2.558

10-027 Sol Plus Gallon				
60-551	Bulk Lotion for Sol Plus Gallon	1,000	Creative Labs	17.000
60-802	Label - Sol Plus Front	1,000	Wisconsin Label	0.035
60-803	Label - Sol Plus Back	1,000	Wisconsin Label	0.035
	Shipping Charges			0.150
	Total Unit Cost			17.220

10-030 Frio Plus 8 oz				
60-150	200 ml Evase PVC Oval Clear Btl	1,000	Fenton Weber	0.252
60-251	24mm Snap Top Natural/Aqua Tin	1,000	Fenton Weber	0.083
60-450	Shipping Box for FS Products	0.083	Liberty Carton	0.192
60-451	Chipboard Partition for FS	0.083	Liberty Carton	0.199
60-552	Lotion & Fill Frio Plus 8 oz btl	1,000	Creative Labs	2.580
60-804	Label - Haze Frio Plus Front	1,000	Wisconsin Label	0.046
60-805	Label - Haze Frio Plus Back	1,000	Wisconsin Label	0.032
	Shipping/Plate Charges/etc			0.150
	Total Unit Cost			3.176

10-032 T Shirt - FS Indoor White XL				
60-001	Whi T Shirt XL MO 41166	1,000	T Shirt City	1.310
60-054	Printing - FS Indoor White 4 color	1,000	Broken Arrow	1.380
60-099	9 x 12.2 mil poly reclosable bag	1,000	Packaging by Net	0.054
	Shipping Charges			0.350
	Total Unit Cost			3.094

10-051 T Shirt - Formula 420 Black XL				
60-002	Black T Shirt XL MO 41166	1,000	T Shirt City	2.270
60-052	Printing - Formula 420 Black T 3 Color	1,000	Broken Arrow	1.740
60-099	9 x 12.2 mil poly reclosable bag	1,000	Packaging by Net	0.054
	Shipping Charges			0.350

Code	Description	Qty	Vendor	Unit Cost
10-038 Bronzed 10x 8 oz				
60-150	200 ml Evase PVC Oval Clear Btl	1,000	Fenton Weber	0.252
60-250	24mm Snap Top Natural/Black Tin	1,000	Fenton Weber	0.083
60-450	Shipping Box for FS Products	0.083	Liberty Carton	0.192
60-451	Chipboard Partition for FS	0.083	Liberty Carton	0.199
60-555	Lotion & Fill Bronzed 10x 8 oz btl	1,000	Creative Labs	3.230
60-810	Label - Bronzed 10x Back	1,000	Wisconsin Label	0.035
60-811	Label - Bronzed 10x Front	1,000	Wisconsin Label	0.035
	Shipping/Plate Charges/etc			0.150
	Total Unit Cost			3.668

10-038-19 Bronzed 10x 19 oz				
60-555-19	Lotion & Fill Bronzed 10x 19 oz	1,000	Creative Labs	4.750
60-810	Label - Bronzed 10x Back	1,000	Wisconsin Label	0.035
60-811	Label - Bronzed 10x Front	1,000	Wisconsin Label	0.035
	Shipping/Plate Charges, Etc			0.15
	Total Unit Cost			4.970

10-039 Bronzed 10x Pkt .5 oz				
60-375	Fiesta Sun Pkt Display Carton	0.028	Victory Graphic	0.650
60-425	Shipping Box for Pkt	0.028	Liberty Carton	0.182
60-650	Bronzed 10x Bulk Lotion	0.004	Creative Labs	28.750
60-750	Packette & Fill Bronzed 10x	1,000	Unit Pack	0.075
	Shipping/Plate/Drum Charges/etc			0.060
	Total Unit Cost			0.273

10-033 Bronzer Plus 8 oz				
60-150	200 ml Evase PVC Oval Clear Btl	1,000	Fenton Weber	0.252
60-252	24mm Snap Top Natural/White Tin	1,000	Fenton Weber	0.083
60-450	Shipping Box for FS Products	0.083	Liberty Carton	0.192
60-451	Chipboard Partition for FS	0.083	Liberty Carton	0.199
60-553	Lotion & Fill Bronzer Plus 8 oz btl	1,000	Creative Labs	3.130
60-806	Label - Haze Bronzer Plus Front	1,000	Wisconsin Label	0.035
60-807	Label - Haze Bronzer Plus Back	1,000	Wisconsin Label	0.035
	Shipping/Plate Charges/etc			0.150
	Total Unit Cost			3.718

10-033-19 Bronzer Plus 19 oz				
60-553-19	Lotion & Fill Bronzer Plus 19 oz	1,000	Creative Labs	4.750
60-806	Label - Bronzer Plus Front	1,000	Wisconsin Label	0.035
60-807	Label - Bronzer Plus Back	1,000	Wisconsin Label	0.035
	Shipping/Plate Charges, Etc			0.15
	Total Unit Cost			4.970

TRADE MARK

REEL: 002471 FRAME: 0254

License Agreement - Exhibit B - Fiesta Product Listing - Cost/Pricing

Co Labs

Total Unit Cost	4.414
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TRADEMARK *AM AM*
 REEL: 002471 FRAME: 0255

License Agreement - Exhibit B - Fiesta Product Listing - Cost/Pricing

Co Labs

Code	Description	Qty	Vendor	Unit Cost
Bronzed 10x Xtreme 8 oz				
60-150	200 ml Evase PVC Oval Clear Btl	1,000	Fenton Weber	0.252
60-250	24mm Snap Top Natural/black Tin	1,000	Fenton Weber	0.083
60-450	Shipping Box for FS Products	0.083	Liberty Carton	0.192
60-451	Chipboard Partition for FS	0.083	Liberty Carton	0.199
60-558	Lotion & Fill Bronzed 10x Xtreme 8oz	1,000	Creative Labs	3.280
60-814	Label - Bronzed 10x Xtreme Front	1,000	Wisconsin Label	0.035
60-815	Label - Bronzed 10x Xtreme Back	1,000	Wisconsin Label	0.035
	Shipping/Plate Charges, etc.			0.150
Total Unit Cost				3.867

Code	Description	Qty	Vendor	Unit Cost
Bronzed 10x Xtreme 19 oz				
60-558-19	Lot & Fill Bronzed 10x Xtreme 19oz	1,000	Creative Labs	5.000
60-814	Label - Bronzed 10x Xtreme Front	1,000	Wisconsin Label	0.035
60-815	Label - Bronzed 10x Xtreme Back	1,000	Wisconsin Label	0.035
	Shipping/Plate Charges, Etc			0.150
Total Unit Cost				5.220

Code	Description	Qty	Vendor	Unit Cost
Bronzed 10x Xtreme Pkts .5 oz				
60-751	Pkt & Fill Bronzed 10x Xtreme	1,000	Unit Pack	0.075
60-651	Bulk Lotion - Bronzed 10x Xtreme	0.004	Creative Labs	31.000
60-425	Shipping Box for FS Products	0.028	Liberty Carton	0.182
60-375	Fiesta Sun Pkt Display Carton	0.028	Victory Graphics	0.065
	Shipping/Plate Charges, Etc.			0.060
Total Unit Cost				0.266

Code	Description	Qty	Vendor	Unit Cost
Bronzed Pepper 8 oz				
60-150	200 ml Evase PVC Oval Clear Btl	1,000	Fenton Weber	0.252
60-252	24mm Snap Top Natural/white Tin	1,000	Fenton Weber	0.083
60-450	Shipping Box for FS Products	0.083	Liberty Carton	0.192
60-451	Chipboard Partition for FS	0.083	Liberty Carton	0.199
60-559	Lotion & Fill Bronzed Pepper 8 oz	1,000	Creative Labs	3.130
60-816	Label - Bronzed Pepper Front	1,000	Wisconsin Label	0.035
60-817	Label - Bronzed Pepper Back	1,000	Wisconsin Label	0.035
	Shipping/Plate Charges, etc.			0.150
Total Unit Cost				3.717

Code	Description	Qty	Vendor	Unit Cost
Bronzed Pepper 19 oz				
60-559-19	Lot & Fill Bronzed Pepper 19 oz	1,000	Creative Labs	4.750
60-816	Label - Bronzed Pepper Front	1,000	Wisconsin Label	0.035
60-817	Label - Bronzed Pepper Back	1,000	Wisconsin Label	0.035
	Shipping/Plate Charges, Etc			0.150
Total Unit Cost				4.970

Code	Description	Qty	Vendor	Unit Cost
Bronzed Pepper Pkts .5 oz				
60-752	Pkt & Fill Bronzed Pepper	1,000	Unit Pack	0.075
60-652	Bulk Lotion - Bronzed Pepper	0.004	Creative Labs	28.750
60-425	Shipping Box for FS Products	0.028	Liberty Carton	0.182
60-375	Fiesta Sun Pkt Display Carton	0.028	Victory Graphics	0.650
	Shipping/Plate Charges, Etc.			0.060
Total Unit Cost				0.273

Code	Description	Qty	Vendor	Unit Cost
Chilly Pepper 8 oz				
60-150	200 ml Evase PVC Oval Clear Btl	1,000	Fenton Weber	0.252
60-251	24mm Snap Top Natural/Aqua Tin	1,000	Fenton Weber	0.083
60-450	Shipping Box for FS Products	0.083	Liberty Carton	0.192
60-451	Chipboard Partition for FS	0.083	Liberty Carton	0.199
60-557	Lotion & Fill Chilly Pepper 8 oz	1,000	Creative Labs	3.000
60-812	Label - Chilly Pepper Front	1,000	Wisconsin Label	0.035
60-813	Label - Chilly Pepper Back	1,000	Wisconsin Label	0.035
	Shipping/Plate Charges, etc.			0.150
Total Unit Cost				3.587

Code	Description	Qty	Vendor	Unit Cost
Chilly Pepper 19 oz				
60-557-19	Lot & Fill Chilly Pepper 19 oz	1,000	Creative Labs	5.200
60-812	Label - Chilly Pepper Front	1,000	Wisconsin Label	0.035
60-813	Label - Chilly Pepper Back	1,000	Wisconsin Label	0.035
	Shipping/Plate Charges, Etc			0.150
Total Unit Cost				5.420

Code	Description	Qty	Vendor	Unit Cost
Chilly Pepper Pkt .5 oz				
60-753	Pkt & Fill Chilly Pepper	1,000	Unit Pack	0.075
60-653	Bulk Lotion - Chilly Pepper	0.004	Creative Labs	28.500
60-425	Shipping Box for FS Products	0.028	Liberty Carton	0.182
60-375	Fiesta Sun Pkt Display Carton	0.028	Victory Graphics	0.650
	Shipping/Plate Charges, Etc.			0.060
Total Unit Cost				0.272

TRADEMARK
REEL: 002471 FRAME: 0256

Code	Description	Qty	Unit Cost	Ext Cost
10-301 Fiesta Sun "Pepper Pack"				
10-042	Xtreme Bronzed 10x 8 oz	6,000	3.867	23.20
10-050	Chilly Pepper 8 oz	6,000	3.587	21.52
10-046	Bronzed Pepper 8 oz	6,000	3.717	22.30
10-038	Bronzed 10x 8 oz	6,000	3.668	22.01
10-023	10x Pepper 8 oz	6,000	3.698	22.19
10-043	Xtreme Bronzed 10x Pkt	36,000	0.266	9.57
10-051	Chilly Pepper Pkt	36,000	0.272	9.80
10-047	Bronzed Pepper Pkt	36,000	0.273	9.84
10-039	Bronzed 10x Pkt	36,000	0.273	9.83
10-021	10x Pepper Pkt	36,000	0.250	9.00
10-602	Poster - Fiesta Educational 2002	1,000	1.450	1.45
10-652	T Shirt - Fiesta White XL	2,000	3.094	6.19
10-702	Brochure Fiesta Sun 2002	25,000	0.080	2.00
10-803	Rotating Counter Display	1,000	16.000	16.00
Total Unit Cost				184.91
10-302 Fiesta Sun "Intro Pack"				
10-042	Xtreme Bronzed 10x 8 oz	1,000	3.867	3.87
10-050	Chilly Pepper 8 oz	1,000	3.587	3.59
10-046	Bronzed Pepper 8 oz	1,000	3.717	3.72
10-038	Bronzed 10x 8 oz	1,000	3.668	3.67
10-023	10x Pepper 8 oz	1,000	3.698	3.70
10-033	Bronzer Plus 8 oz	1,000	3.718	3.72
10-030	Frio Plus 8 oz	1,000	3.176	3.18
10-025	Sol Plus 8 oz	1,000	2.558	2.56
10-043	Xtreme Bronzed 10x Pkt	6,000	0.266	1.60
10-051	Chilly Pepper Pkt	6,000	0.272	1.63
10-047	Bronzed Pepper Pkt	6,000	0.273	1.64
10-039	Bronzed 10x Pkt	6,000	0.273	1.64
10-021	10x Pepper Pkt	6,000	0.250	1.50
10-602	Poster - Fiesta Educational 2002	1,000	1.450	1.45
10-702	Brochure Fiesta Sun 2002	25,000	0.080	2.00
10-800	Counter Display - Fiesta Sun	1,000	11.000	11.00
Total Unit Cost				50.45
10-303 Fiesta Sun "The Big Deal"				
10-042	Xtreme Bronzed 10x 8 oz	12,000	3.867	46.41
10-050	Chilly Pepper 8 oz	12,000	3.587	43.05
10-046	Bronzed Pepper 8 oz	12,000	3.717	44.61
10-038	Bronzed 10x 8 oz	6,000	3.668	22.01
10-023	10x Pepper 8 oz	6,000	3.698	22.19
10-033	Bronzer Plus 8 oz	6,000	3.718	22.31
10-030	Frio Plus 8 oz	6,000	3.176	19.05
10-025	Sol Plus 8 oz	24,000	2.558	61.38
10-043	Xtreme Bronzed 10x Pkt	36,000	0.266	9.57
10-051	Chilly Pepper Pkt	36,000	0.272	9.80
10-047	Bronzed Pepper Pkt	36,000	0.273	9.84
10-039	Bronzed 10x Pkt	36,000	0.273	9.83
10-021	10x Pepper Pkt	36,000	0.250	9.00
10-027	Sol Plus Gallon w/pump	1,000	17.220	17.22
10-602	Poster - Fiesta Educational 2002	1,000	1.450	1.45
10-652	T Shirt - Fiesta Sun White LX	2,000	3.094	6.19
10-702	Brochure Fiesta Sun 2002	25,000	0.080	2.00
20-801	Counter Display (Basket)	1,000	18.000	18.00
Total Unit Cost				373.90

Code	Description	Qty	Vendor	Unit Cost
20-001 Marshmallow 7 oz				
60-100	210 ml Round Foamer Btl PVC YW	1,000	Fenton Weber	0.169
60-200	Pump for round foamer btl	1,000	Fenton Weber	0.448
60-500	Lotion & Fill Marshmallow 7 oz	1,000	Centre Mfg	2.750
60-901	Screen Print - Marsh 7 oz	1,000	Technigraph	0.100
60-850	New Non Tingle Formula Sticker	1,000	Wisconsin Label	0.012
	Shipping/Plate Charges/etc			0.150
Total Unit Cost				3.617

20-003 Marshmallow + 7 oz				
60-100	210 ml Round Foamer Btl PVC YW	1,000	Fenton Weber	0.169
60-200	Pump for round foamer btl	1,000	Fenton Weber	0.448
60-501	Lotion & Fill Marshmallow + 7 oz	1,000	Centre Mfg	3.000
60-900	Screen Print - Marsh + 7 oz	1,000	Technigraph	0.100
60-851	New Tingle Formula Sticker	1,000	Wisconsin Label	0.012
	Shipping/Plate Charges/etc			0.150
Total Unit Cost				3.867

20-006 Concept Pkt 0.5 oz				
60-101	Omega 200 ml Red Orange Btl	1,000	Richards Pkg	0.326
60-201	Omega Red Orange Flip Top Cap	1,000	Richards Pkg	0.068
60-300	Concept Yellow Box	1,000	Wisconsin Label	0.219
60-401	Bask Ship Ctn for Box Product	0.083	Liberty Carton	0.257
60-502	Lotion and Fill Concept btl	1,000	Creative Labs	2.020
60-902	Screen Printing Concept	1,000	Technigraph	0.094
	Shipping/Plate Charges/etc			0.150
Total Unit Cost				2.898

20-007 Concept Pkt 0.5 oz				
60-425	Shipping Box Packette	0.028	Liberty Carton	0.182
60-325	Bask Packette Display Carton	0.028	Victory Graphic	0.650
60-602	Bask Concept Bulk Lotion	0.004	Creative Labs	15.250
60-702	Packette & Filling Concept	1,000	Unit Pack	0.074
	Shipping/Plate/Drum Charges/etc			0.060
Total Unit Cost				0.218

20-008 Mystify 6.5 oz				
60-101	Omega 200 ml Red Orange Btl	1,000	Richards Pkg	0.326
60-201	Omega Red Orange Flip Top Cap	1,000	Richards Pkg	0.068
60-303	Mystify Purple Box	1,000	Wisconsin Label	0.219
60-401	Bask Ship Ctn for Box Product	0.083	Liberty Carton	0.257
60-505	Lotion and Fill Mystify btl	1,000	Creative Labs	3.070
60-905	Screen Printing Mystify	1,000	Technigraph	0.250
	Shipping/Plate Charges/etc			0.150
Total Unit Cost				4.104

TRADEMARK
REEL: 002471 FRAME: 0259

Code	Description	Qty	Vendor	Unit Cost
20-025	Captive 6.5 oz			
60-102	Omega 200 ml Cobalt Blue Bl	1.000	Richards Pkg	0.343
60-202	Omega Cobalt Blue Flip Top Cap	1.000	Richards Pkg	0.072
60-400	Bask Ship Ctn for Capt & Aquag	0.083	Liberty Carton	0.239
60-508	Lotion and Fill Captivate bl	1.000	Creative Labs	2.750
60-908	Screen Printing Captivate	1.000	Technigrap	0.180
	Shipping/Plate Charges/etc			0.150
	Total Unit Cost			3.515

20-026	Captive Pkt 0.5 oz			
30-425	Shipping Box Packette	0.028	Liberty Carton	0.182
60-325	Bask Packette Display Carton	0.028	Victory Graphic	0.650
60-608	Bask Captivate Bulk Lotion	0.004	Creative Labs	27.000
60-708	Packette & Filling Captivate	1.000	Unit Pack	0.125
	Shipping/Plate/Drum Charges/etc			0.060
	Total Unit Cost			0.316

20-028	Aquagen 6.5 oz			
60-102	Omega 200 ml Cobalt Blue Bl	1.000	Richards Pkg	0.343
60-202	Omega Cobalt Blue Flip Top Cap	1.000	Richards Pkg	0.072
60-400	Bask Ship Ctn for Capt & Aquag	0.083	Liberty Carton	0.239
60-507	Lotion and Fill Aquagen bl	1.000	Creative Labs	3.000
60-907	Screen Printing Aquagen	1.000	Technigrap	0.180
	Shipping/Plate Charges/etc			0.150
	Total Unit Cost			3.765

20-029	Aquagen Pkt 0.5 oz			
30-425	Shipping Box Packette	0.028	Liberty Carton	0.182
60-325	Bask Packette Display Carton	0.028	Victory Graphic	0.650
60-607	Bask Aquagen Bulk Lotion	0.004	Creative Labs	27.000
60-707	Packette & Filling Aquagen	1.000	Unit Pack	0.125
	Shipping/Plate/Drum Charges/etc			0.060
	Total Unit Cost			0.316

20-052	T Shirt - Bask White XL			
60-001	Wht T Shirt XL MO 41166	1.000	T Shirt City	1.310
60-050	Printing - Bask White 2 Color	1.000	Broken Arrow	1.150
60-099	9 x 12 2 mil poly reclosable bag	1.000	Packaging by Net	0.054
	Shipping Charges			0.350
	Total Unit Cost			2.864

20-051	T Shirt - Baby Doll White M			
60-003	White Baby Doll T Med 1441	1.000	T Shirt City	3.580
60-053	Printing Bask Baby T 2 Color	1.000	Broken Arrow	1.300
60-099	9 x 12 2 mil poly reclosable bag	1.000	Packaging by Net	0.054
	Shipping Charges			0.350
	Total Unit Cost			5.284

Code	Description	Qty	Vendor	Unit Cost
20-652	T Shirt - Bask Surrender White XL			
60-002	Blk T Shirt XL MO 41166	1.000	T Shirt City	2.270
60-055	Printing - Bask Black one Color	1.000	Broken Arrow	1.050
60-099	9 x 12 2 mil poly reclosable bag	1.000	Packaging by Net	0.054
	Shipping Charges			0.350
	Total Unit Cost			3.724

20-355	#1 Bask Starter Deal (Salon \$299.95)			
20-001	Marshmallow 7 oz	3.000		3.617
20-003	Marshmallow + 7 oz	3.000		3.867
20-006	Concept 6.5 oz	3.000		2.898
20-007	Concept Pkt 0.5 oz	9.000		0.218
20-010	Fluid 6.5 oz	3.000		11.845
20-011	Fluid Pkt 0.5 oz	9.000		2.413
20-014	Sundew 6.5 oz	3.000		12.085
20-015	Sundew Pkt 0.5 oz	9.000		2.449
20-018	Mystify 6.5 oz	3.000		4.104
20-019	Mystify Pkt 0.5 oz	9.000		0.267
20-021	Cloud 9 6.5 oz	1.000		1.678
20-601	Poster Educational	1.000		1.000
20-650	T Shirt Bask White XL	1.000		2.864
	Total Unit Cost			168.920

20-356	#2 Bask \$99 Deal (Salon \$99.00)			
20-001	Marshmallow 7 oz	1.000		3.617
20-003	Marshmallow + 7 oz	1.000		3.867
20-006	Concept 6.5 oz	1.000		2.898
20-010	Fluid 6.5 oz	1.000		3.948
20-014	Sundew 6.5 oz	1.000		4.028
20-018	Mystify 6.5 oz	1.000		4.104
20-021	Cloud 9 6.5 oz	1.000		1.678
	Total Unit Cost			24.142

TRADEMARK
 REEL: 002471 FRAME: 0260

Code	Description	Qty	Vendor	Unit Cost
20-357	Bask Tower of Indulgence (Salon \$2,099.00)			
20-001	Marshmallow 7 oz	12,000		3.617
20-003	Marshmallow + 7 oz	12,000		3.867
20-006	Concept 6.5 oz	6,000		2.898
20-007	Concept Pkt 0.5 oz	36,000		0.218
20-010	Fluid 6.5 oz	12,000		47.380
20-011	Fluid Pkt 0.5 oz	36,000		9.653
20-014	Sundew 6.5 oz	12,000		48.340
20-015	Sundew Pkt 0.5 oz	36,000		9.797
20-018	Myslify 6.5 oz	12,000		4.104
20-019	Myslify Pkt 0.5 oz	36,000		0.267
20-021	Cloud 9 6.5 oz	12,000		1.678
20-025	Captivate 6.5 oz	6,000		3.515
20-026	Captivate Pkts 0.5 oz	36,000		0.316
20-028	Aquagen 6.5 oz	6,000		3.765
20-029	Aquagen Pkts 0.5 oz	36,000		0.316
20-601	Poster Educational	1,000		1.000
20-650	T Shirt Bask White XL	6,000		2.864
20-651	T Shirt - Baby Doll White	2,000		5.284
20-701	Bask Sell Sheets w/o pri	24,000		0.070
20-800	Tower of Indulgence Dis	1,000		250.000
	Total Unit Cost			2389.744

20-358	Bask Counter Offer (Salon \$499.95)			
20-001	Marshmallow 7 oz	3,000		3.617
20-003	Marshmallow + 7 oz	3,000		3.867
20-006	Concept 6.5 oz	3,000		2.898
20-007	Concept Pkt 0.5 oz	12,000		0.218
20-010	Fluid 6.5 oz	3,000		11.845
20-011	Fluid Pkt 0.5 oz	12,000		3.218
20-014	Sundew 6.5 oz	3,000		12.085
20-015	Sundew Pkt 0.5 oz	12,000		3.266
20-018	Myslify 6.5 oz	3,000		4.104
20-019	Myslify Pkt 0.5 oz	12,000		0.267
20-021	Cloud 9 6.5 oz	3,000		1.678
20-025	Captivate 6.5 oz	2,000		3.515
20-028	Aquagen 6.5 oz	2,000		3.765
20-801	Counter Display	1,000		18.000
60-325	Bask Pkt Display Carton	2,000		0.790
	Total Unit Cost			238.045

TRADEMARK
REEL: 002471 FRAME: 0261

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT FOR VENDORS

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of the 21 day of November, 2001, by and between TW Enterprises, Ltd. having its principal place of business at 2789 Clearwater Rd. St. Cloud, MN 56301 ("Company") and, Performance Brands, Inc., having its principal place of business at 959 Shotgun Road Sunrise, FL 33326 ("Recipient").

WHEREAS, Recipient has agreed to provide the Company with (and Company has agreed to purchase from Recipient) certain products or services of the Recipient necessary to the business of the Company (the "Supply Agreement");

WHEREAS, Company is the owner of certain confidential information regarding its business, including without limitation, any inventions, processes or know-how pertaining to the sale, pricing, advertising, marketing, distribution, shipment and delivery of tanning beds (including lamps and replacement parts), tanning products, equipment and accessories (the "Business"); and

WHEREAS, Recipient acknowledges that, from time to time, Recipient may gain access to such confidential information in connection with its performance of the Supply Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Company and Recipient do hereby agree as follows:

1. Definitions. The following definitions shall govern this Agreement:

(a) "Confidential Information" shall mean and include the following, whether or not designated as confidential: (i) oral and written information regarding (A) any operation, process, procedure, inventions, developments or innovation developed by or for Company, including without limitation any tanning beds, tanning products, lamps or tanning lotions, and accessories thereto or (B) any item used in the sales, marketing, advertising, shipment, delivery or distribution of tanning beds, tanning products, and accessories thereto, including, without limitation, order history and pricing information; (ii) oral and written information regarding (A) the Company's clients and customers, including, but not limited to, customer lists and information including names, addresses, services and accounting specifications or (B) any sales, costs, revenues, billings, profits, profit margins, salaries and other financial information pertaining to the Company; and (iii) oral and written information which is used in Company's Business and/or is proprietary to, about or created by Company, designated as confidential by Company, or not generally known by non-Company personnel. Confidential Information shall not include: (i) any information which at the time of disclosure is generally available to the public; (ii) information which after disclosure by Company becomes generally available to the public, other than through any act or omission by Recipient; (iii) information which is developed by or already known by Recipient independent of any disclosure by Company to Recipient or (iv) information Recipient rightfully received from third parties who did not obtain such information under an obligation of secrecy to Company.

(b) "Recipient" shall mean Recipient and all its agents, employees, representatives, subsidiaries and affiliates.

2. Restrictions. Recipient recognizes and agrees that the Confidential Information constitutes a valuable, confidential and proprietary asset of Company, which is held and maintained by Company as a trade secret. Recipient agrees to observe complete confidentiality with regard to the Confidential Information as follows:

(a) Recipient shall not disclose, or authorize any third party to disclose, or use or make known the Confidential Information to any third party, other than its legal and financial consultants ~~and shall not disclose the Confidential Information to any employee, agent or representative of Recipient, except such employees, agents, or representatives as may be necessary for Recipient to fulfill its obligations and duties under the Supply Agreement;~~

(b) Recipient shall not provide the Confidential Information to any third party or permit the use of the Confidential Information by any third party, other than its legal and financial consultants, without the prior written consent of Company;

(c) Recipient shall not reproduce or make copies of the Confidential Information or any portions thereof, for any purpose other than carrying out its obligations under this Agreement or the Supply Agreement ~~(but then only to the extent authorized by the Company);~~ and, upon request by Company, Recipient shall immediately return to Company the Confidential Information, including all copies thereof, if any, made by or for Recipient; ~~and~~

(d) Recipient shall be liable for all expenses, including costs and reasonable attorneys' fees, incurred by Company in connection with preventing the unauthorized use, disclosure or distribution of the Confidential Information by any person who has gained access to the Confidential Information directly or indirectly from Recipient; ~~and.~~

(e) Recipient shall take all action, including, but not limited to, storing Confidential Information in a restricted area, to ensure that only authorized personnel identified by Recipient to Company ("Authorized Personnel") are granted access to the Confidential Information; to enforce strict adherence to the covenants and conditions set forth herein by any and all Authorized Personnel and any other employees, officers, directors, representatives or agents who may have access to the Confidential Information; and to ensure that all such persons are explicitly informed of the terms of this Agreement.;

3. Remedies. Recipient acknowledges that the disclosure or use of the Confidential Information ~~or competition with~~ of Company in violation of this Agreement shall give rise to irreparable harm and injury to Company, inadequately compensable in monetary damages. Accordingly, Recipient agrees that, in addition to any other legal or equitable remedies that may be available, Company shall be entitled to equitable relief, including an injunction and specific performance, in the event of any breach or threatened breach of this Agreement by Recipient. In

any action successfully brought by Company to enforce its rights hereunder, Company shall also be entitled to recover its reasonable attorneys' fees and costs of the action from Recipient.

4. Company's Rights. Recipient hereby acknowledges the Company's ownership of the Confidential Information. Recipient shall do nothing inconsistent with such ownership and Recipient acknowledges and agrees that nothing in this Agreement or in the relationship of Recipient and Company gives Recipient any right, title or interest in the Confidential Information. Recipient agrees to execute any and all instruments and documents as may, in the Company's opinion, be reasonably necessary or advisable to protect and maintain the interests of the Company in the Confidential Information.

~~5. Non-Solicitation. During the term of this Agreement, Recipient shall not, directly or indirectly, on its own behalf or on behalf of another company or in any other capacity, solicit for employment, endeavor to entice away from Company, recruit, hire or otherwise interfere with Company's relationship with any person who is employed by or otherwise engaged to perform services for Company.~~

5 Non Solicitation During the term of this agreement, Recipient shall not, directly or indirectly, on its own behalf or on behalf of another company or in any other capacity, solicit for employment, endeavor to entice away from Company or its affiliates, recruit, hire or otherwise interfere with Company's relationship with any person who is employed by or otherwise engaged to perform services for Company or its affiliates. This paragraph is subject to amendment by any purchase agreement between Company and Recipient. The obligation with respect to this section shall remain in full force and effect until the third anniversary following the cessation of all services delivered by or deliveries of materials, products, parts or components by Recipient to Company.

6.5. Duration of Agreement. The obligations of Recipient under this Agreement with respect to the use and secrecy of the Confidential Information set forth in Sections 1, 2, 3, and 4, above, shall remain in full force and effect until such Confidential Information becomes generally known to, or readily ascertainable by proper means by, the public and shall survive the termination of this Agreement. ~~The obligations under this Agreement with respect to non-solicitation, set forth in Section 5 above, shall remain in full force and effect until the third anniversary following the cessation of all services delivered by or deliveries of materials, products, parts or components by Recipient to Company.~~

7.6. Governing Law; Jurisdiction. This Agreement and all transactions contemplated hereby shall be construed, governed and enforced in accordance with the laws of the State of ~~Minnesota~~ Indiana and shall be treated in all respects as a State of Minnesota contract without regard to laws related to choice or conflict of laws. The parties hereto irrevocably consent to the jurisdiction of the courts of the State of Minnesota with respect to any and all actions related to this Agreement or its enforcement and the parties to this Agreement irrevocably waive any and all objections thereto.

8-7. Severability. Recipient acknowledges that the restrictions contained in Section 2 are, under the circumstances, reasonable and necessary to safeguard the goodwill and proprietary and other protectable interests of the Company. Should these or any other clause, portion, section or paragraph of this Agreement be unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of this Agreement. Should any particular provision or restriction including, but not limited to, the covenants and restrictions of Section 2, be held to be unreasonable or unenforceable for any reason, then such covenant or restriction shall be given effect and enforced to whatever extent would be reasonable and enforceable.

9-8. Captions. The captions herein are for convenience and identification purposes only, are not integral parts of this Agreement and are not to be considered in the interpretation of any part of this Agreement.

10-9. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and shall be deemed to supersede all prior and contemporaneous agreements, representations, and understandings where written or oral, and the same shall be deemed to have been merged into this Agreement.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

"RECIPIENT"

"COMPANY"

Performance Brands, Inc

TW Enterprises, Ltd.

By: 

By: 

Stacy Kaufman

Mark Oslund

(printed)

(printed)

President

President

(title)

(title)

