

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|-------------------------------------|
| Sun & Skin Care Research, LLC | | 04/06/2012 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|------------------------------|
| Name: | Regions Bank |
| Street Address: | 1180 W. Peachtree Street, NW |
| Internal Address: | Suite 1000 |
| City: | Atlanta |
| State/Country: | GEORGIA |
| Postal Code: | 30309 |
| Entity Type: | Bank: ALABAMA |

PROPERTY NUMBERS Total: 29

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------|
| Registration Number: | 3416131 | SOLAPLEX |
| Registration Number: | 3241910 | MAUI WAVE |
| Registration Number: | 3287216 | INSTANT DRY SPF 50 MIST |
| Registration Number: | 3270519 | INSTANT DRY SPF 30 MIST |
| Registration Number: | 3183002 | GRADUAL GLOW |
| Registration Number: | 3183001 | EVER GLOW |
| Registration Number: | 2912866 | HEAT WAVE |
| Registration Number: | 2910608 | FACE POTION |
| Registration Number: | 2865642 | OCEAN POTION |
| Registration Number: | 2663419 | OCEAN POTION |
| Registration Number: | 2724181 | OCEAN POTION |
| Registration Number: | 3699711 | SEACURE |
| Registration Number: | 2766091 | OCEAN POTION |

CH \$740.00 3416131

| | | |
|----------------------|----------|---|
| Registration Number: | 799637 | NO-AD |
| Registration Number: | 2286720 | NO-AD |
| Registration Number: | 4080651 | RX SUNCARE COLOR SAVER AND CONDITIONER HAIRGUARD HPF |
| Registration Number: | 3667466 | RX SUNCARE |
| Registration Number: | 2329957 | NO-AD AROMA BATH & SHOWER THERAPY |
| Registration Number: | 2224283 | NO-ADDICTION |
| Registration Number: | 2293449 | NO-AD BABIES |
| Registration Number: | 2082581 | |
| Registration Number: | 2082580 | |
| Registration Number: | 2082579 | |
| Registration Number: | 2082578 | |
| Registration Number: | 2082577 | |
| Registration Number: | 2082576 | |
| Registration Number: | 1674732 | |
| Serial Number: | 85193424 | INSTANT DRY SPF30 MIST |
| Serial Number: | 85109458 | NO-SQUITO |

CORRESPONDENCE DATA

Fax Number: 6785337787
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-420-4316
Email: sls@phrd.com
Correspondent Name: Steve Schaaf, Paralegal
Address Line 1: Parker, Hudson, Rainer & Dobbs LLP
Address Line 2: 285 Peachtree Center Ave. NE, Suite 1500
Address Line 4: Atlanta, GEORGIA 30303

| | |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 3717.220 |
| NAME OF SUBMITTER: | Bobbi Acord Noland |
| Signature: | /BAN/ |
| Date: | 08/10/2012 |

Total Attachments: 6
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TRADEMARK
REEL: 004840 FRAME: 0510

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") dated as of April 6, 2012 by and between **SUN & SKIN CARE RESEARCH, LLC**, a Delaware limited liability company (the "Grantor"), having its chief executive office at 861 Greensboro Road, Cocoa, Florida 32926, and **REGIONS BANK**, an Alabama bank, as lender (in such capacity, together with its successors and assigns in such capacity, the "Lender"), with offices at 1180 W. Peachtree Street, N.W., Suite 1000, Atlanta, Georgia 30309.

This Agreement is executed pursuant to the terms of the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among Grantor, Grantor's Subsidiaries joined thereto from time to time as borrowers (together with Grantor, collectively, "Borrowers" and each individually, a "Borrower"), and Lender. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Lender a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;
- (ii) all reissues, continuations and extensions of the foregoing;
- (iii) all claims by the Grantor against third parties (a) for past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature page to this Agreement delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

[signature page follows]

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

SUN & SKIN CARE RESEARCH, LLC, as Grantor

By: 

Name: Thomas S. Harbin, III

Title: Manager

[Signatures continued on following page.]

Agreed and Accepted as of the date first above written.

REGIONS BANK,

as Lender

By: 

Name: Phylliss Hasen

Title: Senior Vice President








Schedule A to Trademark Security Agreement


TRADEMARKS

| <u>Grantor</u> | <u>Trademark</u> | <u>Country</u> | <u>Registration No.</u> | <u>Class</u> |
|-------------------------------|--|----------------|-------------------------|--------------|
| Sun & Skin Care Research, LLC | Solaplex | U.S. | 3416131 | 003 |
| Sun & Skin Care Research, LLC | Maui Wave | U.S. | 3241910 | 003 |
| Sun & Skin Care Research, LLC | Instant Dry SPF 50 Mist | U.S. | 3287216 | 003 |
| Sun & Skin Care Research, LLC | Instant Dry SPF 30 Mist | U.S. | 3270519 | 003 |
| Sun & Skin Care Research, LLC | Gradual Glow | U.S. | 3183002 | 003 |
| Sun & Skin Care Research, LLC | Ever Glow | U.S. | 3183001 | 003 |
| Sun & Skin Care Research, LLC | Heat Wave | U.S. | 2912866 | 003 |
| Sun & Skin Care Research, LLC | Face Potion | U.S. | 2910608 | 003 |
| Sun & Skin Care Research, LLC | Ocean Potion | U.S. | 2865642 | 003 |
| Sun & Skin Care Research, LLC | Ocean Potion | U.S. | 2663419 | 025 |
| Sun & Skin Care Research, LLC | Ocean Potion | U.S. | 2724181 | 003 |
| Sun & Skin Care Research, LLC | Seacure | U.S. | 3699711 | 003 |
| Sun & Skin Care Research, LLC | Ocean Potion | U.S. | 2766091 | 003 |
| Sun & Skin Care Research, LLC | NO-AD | U.S. | 0799637 | 051 |
| Sun & Skin Care Research, LLC | NO-AD | U.S. | 2286720 | 003 |
| Sun & Skin Care Research, LLC | Instant Dry SPF 30 Mist | U.S. | 85/193,424* | 003 |
| Sun & Skin Care Research, LLC | RX Suncare Color Saver and Conditioner Hairguard HPF | U.S. | 4080651 | 003 |
| Sun & Skin Care Research, LLC | RX Suncare design | U.S. | 3667466 | 003 |
| Sun & Skin Care Research, LLC | NO-SQUITO | U.S. | 85/109,458* | 003 |

* Application serial mark.

See attached for additional U.S. trademarks.

| <u>COUNTRY</u> | <u>TRADEMARK</u> | <u>REG. NO.</u> | <u>CLASS</u> |
|----------------|--|-----------------|--|
| UNITED STATES | SPLASH & DISCOVER | 3295336 | 3 |
| | SUN PALS | 3262429 | 3 |
| | NO-AD AROMA BATH & SHOWER THERAPY | 2329957 | 3 |
| | NO-AD | 2286720 | 3 |
| | NO-AD  fiction | 2224283 | 36 (Scholarships) 42 (Drug Awareness) |
| | NO-AD <i>babies</i> | 2293449 | 3 |
| |  Red or pink (single color used on packaging, labels or signs) | 2082581 | 3 |
| |  Yellow or gold (single color used on packaging, labels or signs) | 2082580 | 3 |
| |  Green (single color used on packaging, labels or signs) | 2082579 | 3 |
| |  Blue (single color used on packaging, labels or signs) | 2082578 | 3 |
| |  Orange (single color used on packaging, labels or signs) | 2082577 | 3 |
| |  Violet or purple (single color used on packaging, labels or signs) | 2082576 | 3 |

| <u>COUNTRY</u> | <u>TRADEMARK</u> | <u>REG. NO.</u> | <u>CLASS</u> |
|----------------|---|-----------------|--------------|
| |  | 1674732 | 3 |
| | NO-AD | 0799637 | 3 |