

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

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:	CapitalSouth Partners SBIC Fund III, L.P.
Street Address:	4201 Congress Street, Suite 360
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28209
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 26

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
Registration Number:	0799637	NO-AD

TRADEMARK

Registration Number:	2286720	NO-AD
Serial Number:	85193424	INSTANT DRY SPF30 MIST
Registration Number:	4080651	RX SUNCARE COLOR SAVER AND CONDITIONER HAIRGUARD HPF
Registration Number:	3667466	RX SUNCARE
Serial Number:	85109458	NO-SQUITO
Registration Number:	2082581	
Registration Number:	2082580	
Registration Number:	2082579	
Registration Number:	2082578	
Registration Number:	2082577	
Registration Number:	2082576	
Registration Number:	1674732	

CORRESPONDENCE DATA

Fax Number: 7043533698

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 7043315792

Email: donna.millard@klgates.com

Correspondent Name: Karl S. Sawyer, Jr.

Address Line 1: Post Office Box 33144

Address Line 2: K&L Gates LLP

Address Line 4: Charlotte, NORTH CAROLINA 28233

ATTORNEY DOCKET NUMBER:	2829226.00023CAPITALSOUTH
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NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
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Signature:	/ Karl S. Sawyer, Jr. /
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Date:	09/11/2012
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Total Attachments: 7

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THE RIGHTS AND LIENS GRANTED HEREUNDER ARE SUBJECT TO THE TERMS OF THE SENIOR LENDER SUBORDINATION AGREEMENT, AS SUCH TERM IS DEFINED IN THE PURCHASE AGREEMENT (AS DEFINED BELOW).

TRADEMARK SECURITY AGREEMENT

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 **CAPITALSOUTH PARTNERS SBIC FUND III, L.P.**, a Delaware limited partnership, as collateral agent (in such capacity, the "Collateral Agent"), with offices at 4201 Congress Street, Suite 360, Charlotte, North Carolina 28209, for the ratable benefit of the Holders (as defined in the Purchase Agreement described below).

This Agreement is executed pursuant to the terms of (a) the Securities Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and among Source Capital SSCR, LLC, a Delaware limited liability company ("Parent"), the Grantor, the Collateral Agent and the Holders party thereto and (b) the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by Parent and the Grantor in favor of the Collateral Agent, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Holders, 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 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
- (iii) all products and proceeds of the foregoing.

The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall govern. Notwithstanding any provision of this Agreement to the contrary, the rights of the Collateral Agent under this Agreement are subject in all respects to the provisions set forth in the Senior Lender Subordination Agreement and the rights of the Senior Lender set forth therein.

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

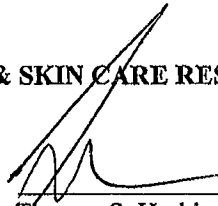
to this Agreement delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED UNDER, THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE.

[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

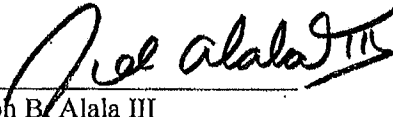
By: 
Name: Thomas S. Harbin, III
Title: Manager

Agreed and Accepted as of the date first above written.

**CAPITALSOUTH PARTNERS SBIC FUND III, L.P.,
as Collateral Agent**

By: CAPITALSOUTH PARTNERS SBIC F-III, LLC
Its: General Partner

By: _____


Name: Joseph B. Alala III
Title: President and CEO

[Trademark Security Agreement]

TRADEMARK
REEL: 004858 FRAME: 0613









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 [*]	2224283	36 (Scholarships) 42 (Drug Awareness)
	 NO-AD babies	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