

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307770

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sun & Skin Care Research, LLC		06/12/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FCC, LLC		
Doing Business As:	First Capital		
Street Address:	3350 Riverwood Parkway, Suite 1750		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 59			
Property Type	Number	Word Mark	
Registration Number:	4397038	BULLFROG KIDS UV DEFENDER	
Registration Number:	4347100	NO-SQUITO	
Registration Number:	4318571	INSTACOOOL	
Registration Number:	3270519	INSTANT DRY SPF 30 MIST	
Registration Number:	3183001	EVER GLOW	
Registration Number:	3183002	GRADUAL GLOW	
Registration Number:	3287216	INSTANT DRY SPF 50 MIST	
Registration Number:	3416131	SOLAPLEX	
Registration Number:	2865642	OCEAN POTION	
Registration Number:	3804579	YOU WON'T SEE ME BURN!	
Registration Number:	3948903	SOLAR GEAR	
Registration Number:	3962610	WATER ARMOR	
Registration Number:	4080651	RX SUNCARE COLOR SAVER AND CONDITIONER H	
Registration Number:	3667573	SOLARSPHERE	
Registration Number:	3517329	UV EXTENDER	
Registration Number:	3667466	RX SUNCARE	
Registration Number:	3699711	SEACURE	
Registration Number:	2766091	OCEAN POTION	
TRADEMARK			

CH \$1490.00 4397038

Property Type	Number	Word Mark
Registration Number:	2847789	MOSQUITO COAST
Registration Number:	2286720	NO-AD
Registration Number:	1951563	QUIK GEL
Registration Number:	1996473	THE ULTIMATE WATERPROOF SUNBLOCK
Registration Number:	2082581	
Registration Number:	2082580	
Registration Number:	2082579	
Registration Number:	2082578	
Registration Number:	2082577	
Registration Number:	2082576	
Registration Number:	1279506	BULLFROG
Registration Number:	1279505	AMPHIBIOUS FORMULA
Registration Number:	0799637	NO-AD
Registration Number:	2724181	OCEAN POTION
Registration Number:	2912866	HEAT WAVE
Registration Number:	2910608	FACE POTION
Registration Number:	4306476	BEAT THE BURN AND THE BITE
Registration Number:	3206965	BLOCK THE BURN AND THE BITE
Registration Number:	4302583	ENGINEERED TO STAY PUT IN AND OUT OF THE
Registration Number:	3241910	MAUI WAVE
Registration Number:	2663419	OCEAN POTION
Registration Number:	1674732	
Registration Number:	3295336	SPLASH & DISCOVER
Registration Number:	3262429	SUN PALS
Registration Number:	2329957	NO-AD AROMA BATH & SHOWER THERAPY
Registration Number:	2224283	NO-ADDICTION
Registration Number:	2293449	NO-AD BABIES
Registration Number:	4535454	INSTANT DRY SPF30 MIST
Registration Number:	4447859	WETSKIN TECH
Registration Number:	4412526	INSTANT DRY 70 MIST
Registration Number:	2697922	OCEAN POTION
Serial Number:	86105376	XTREME AMPLIFIER
Serial Number:	86166087	OCEAN POTION
Serial Number:	86105639	PROTECT & NOURISH FORTIFIED WITH VITAMIN
Serial Number:	86057912	XTREME TANNING XCELERATOR
Serial Number:	86042863	OCEAN POTION PROTECT AND RENEW
Serial Number:	86092763	XTREME INTENSIFIER
Serial Number:	85961665	OCEAN POTION
Serial Number:	85945309	SHEER MIST

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85423207	THE ULTIMATE WATER RESISTANT SUNSCREEN
Serial Number:	85957847	SURFER FORMULA

CORRESPONDENCE DATA

Fax Number:

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.

Email: trademarks.atl@bryancave.com
Correspondent Name: Christopher Kupec/Bryan Cave LLP
Address Line 1: 301 S. College Street, Suite 3400
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	0369852
NAME OF SUBMITTER:	Christopher Kupec
SIGNATURE:	/Christopher Kupec/
DATE SIGNED:	06/16/2014

Total Attachments: 17

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of June 12, 2014, is made by and between Sun & Skin Care Research, LLC, a Delaware limited liability company (the "Borrower") and FCC, LLC, d/b/a First Capital (the "Lender").

Recitals

Borrower, certain other co-borrowers and Lender are parties to a Loan and Security Agreement dated as of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrower and such other co-borrowers (collectively, "Obligors").

As a condition to extending credit to or for the account of Obligors, Lender has required the execution and delivery of this Agreement by Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all of Borrower's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the patents listed on **Exhibit A**.

"Security Interest" has the meaning given in Section 2 hereof.

"Trademarks" means all of Borrower's right, title and interest in and to: (a) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (b) licenses, fees or royalties with respect to each, (c) the right to sue for past, present and future infringement, dilution and damages therefor and (d) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. Security Interest. Borrower hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application.

3. Representations, Warranties and Agreements. Borrower represents, warrants and agrees as follows:

(a) **Patents.** **Exhibit A** accurately lists all Patents registered with the United States Patent and Trademark Office (the "USPTO") that are owned by Borrower as of the date hereof, and accurately reflects the existence of Patent applications filed with the USPTO as of the date hereof. If after the date hereof, Borrower owns any Patents registered with the USPTO not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence of Patent applications filed with the USPTO, then Borrower shall within thirty (30) days provide written notice to Lender with a replacement **Exhibit A**, which upon acceptance by Lender shall become part of this Agreement.

(b) **Trademarks.** **Exhibit B** accurately lists all Trademarks registered with the USPTO that are owned by Borrower as of the date hereof, and all Trademark applications filed with the USPTO as of the date hereof. If, after the date hereof, Borrower owns any Trademarks registered with the USPTO not listed on **Exhibit B**, or if **Exhibit B** ceases to accurately reflect the existence of Trademark applications filed with the USPTO, then Borrower shall within thirty (30) days provide written notice to Lender with a replacement **Exhibit B**, which upon acceptance by Lender shall become part of this Agreement.

(c) **Title.** Borrower has absolute title to each Patent and each Trademark listed thereon, free and clear of all Liens except Permitted Liens. Borrower (i) will have, at the time such Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(d) **No Sale.** Borrower will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent or as permitted by the other Loan Documents.

(e) **Defense.** Borrower will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(f) **Maintenance.** Borrower will at its own expense maintain the Patents and the Trademarks to the extent necessary in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, that is necessary in its business without first providing Lender: (i) sufficient written notice, of at least ten (10) Business Days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other

authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(g) **Lender's Right to Take Action.** If Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Lender gives Borrower written notice thereof (or, in the case of the agreements contained in subsection (f), immediately upon the occurrence of such failure, without notice or lapse of time), or if Borrower notifies Lender that it intends to abandon a Patent or Trademark necessary in its business, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Borrower (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(h) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrower shall pay Lender on demand the amount of all moneys expended and all reasonable, out-of-pocket costs and expenses (including reasonable, out-of-pocket attorneys' fees and disbursements) actually incurred by Lender in connection with or as a result of Lender's taking action under subsection (f) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the default rate of interest provided for in the Loan Agreement.

(i) **Power of Attorney.** To facilitate Lender's taking action under subsection (i) and exercising its rights under Section 5 hereof, Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Borrower with the right (but not the duty) from time to time if a Default exists, to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrower under this Section 3, or, necessary for Lender to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein.

4. Borrower's Use of the Patents and Trademarks. Borrower shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Default exists.

5. Remedies. While a Default exists, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

6. Miscellaneous. This Agreement can be waived, modified or amended only explicitly in a writing signed by Lender, and, with respect to any modification or amendment, Borrower. This Agreement and the Security Interest will terminate automatically when the Liens granted under the Loan Agreement terminate. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by Borrower and delivered to Lender, and Borrower waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Georgia without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

7. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

8. Counterparts. This Agreement may be executed in separate counterparts, all of which shall constitute one and the same agreement. Delivery of an executed counterpart of this

Agreement by facsimile or e-mail shall be equally as effective as delivery of an original executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

SUN & SKIN CARE RESEARCH, LLC

By:  _____

Name: Gerald Woelcke


Title: Chief Financial Officer

[Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005303 FRAME: 0240

FCC, LLC, d/b/a FIRST CAPITAL

By:

Name:  Ralph J. Infante

Title: Senior Vice President

[Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005303 FRAME: 0241

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Patent</u>	<u>Application No. or Patent No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>	<u>Status</u>
Sunblock Composition with Photostabilizer and Method of Preparation	8,153,105	04/10/2012	Registered

UNITED STATES PATENT APPLICATIONS

<u>Patent</u>	<u>Application No. or Patent No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>	<u>Status</u>
Vitamin D Sunblock	12/838,221	07/16/2010	Pending



EXHIBIT B



UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

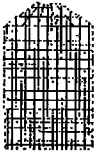




AND COLLECTIVE MEMBERSHIP MARKS


REGISTRATIONS



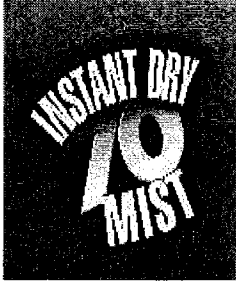
<u>Trademark</u>	<u>Registration #</u>	<u>Date</u>
BULLFROG KIDS UV DEFENDER	4,397,038	09/03/2013
NO-SQUITO	4,347,100	06/04/2013
INSTACOOOL	4,318,571	04/09/2013
	3,270,519	07/24/2007
EVER GLOW	3,183,001	12/12/2006
GRADUAL GLOW	3,183,002	12/12/2006

<u>Trademark</u>	<u>Registration #</u>	<u>Date</u>
	3,287,216	12/12/2007
SOLAPLEX	3,416,131	04/22/2008
OCEAN POTION	2,865,642	07/20/2004
YOU WON'T SEE ME BURN!	3,804,579	06/15/2010
SOLAR GEAR	3,948,903	04/19/2011
WATER ARMOR	3,962,610	05/17/2011
	4,080,651	01/03/2012
SOLARSPHERE	3,667,573	08/11/2009

<u>Trademark</u>	<u>Registration #</u>	<u>Date</u>
UV EXTENDER	3,517,329	10/14/2008
 suncare	3,667,466	08/11/2009
SeaCure	3,699,711	10/20/2009
	2,766,091	10/23/2003
MOSQUITO COAST	2,847,789	06/01/2004
NO-AD	2,286,720	10/12/1999
QUIK GEL	1,951,563	01/23/1996
THE ULTIMATE WATERPROOF SUNBLOCK	1,996,473	08/27/1996
	2,082,581	07/22/1997


<u>Trademark</u>	<u>Registration #</u>	<u>Date</u>
	2,082,580	07/22/1997
	2,082,579	07/22/1997
	2,082,578	07/22/1997
	2,082,577	07/22/1997
	2,082,576	07/22/1997
BULLFROG	1,279,506	05/29/1984
AMPHIBIOUS FORMULA	1,279,505	05/29/1984
NO-AD	799,637	11/30/1965

<u>Trademark</u>	<u>Registration #</u>	<u>Date</u>
OCEAN POTION	2,724,181	06/10/2003
HEAT WAVE	2,912,866	12/21/2004
FACE POTION	2,910,608	12/14/2004
BEAT THE BURN AND THE BITE	4,306,476	03/19/2013
BLOCKS THE BURN AND THE BITE	3,206,965	02/06/2007
ENGINEERED TO STAY PUT IN AND OUT OF THE WATER	4,302,583	03/12/2012
MAUI WAVE	3,241,910	05/15/2007
OCEAN POTION	2,663,419	12/17/2002
	1,674,732	02/11/1992
SPLASH & DISCOVER	3,295,336	09/18/2007

<u>Trademark</u>	<u>Registration #</u>	<u>Date</u>
SUN PALS	3,262,429	07/10/2007
NO-AD AROMA BATH & SHOWER THERAPY	2,329,957	03/14/2000
NO-AD [*] _{dition}	2,224,283	02/16/1999
NO-AD <small>for women</small> babies	2,293,449	11/16/1999
 The logo features the words "INSTANT DRY" in a bold, sans-serif font at the top. Below it, the number "30" is rendered in a large, stylized, outlined font. Underneath the "30", the word "MIST" is written in a bold, sans-serif font. A small "SPF" is visible to the left of the "30".	4,535,454	5/27/2014
 The logo consists of the words "Wetskin Tech" written in a casual, handwritten-style script font, slanted upwards from left to right.	4,447,859	12/10/2013
 The logo features the words "INSTANT DRY" in a bold, sans-serif font at the top. Below it, the number "10" is rendered in a large, stylized, outlined font. Underneath the "10", the word "MIST" is written in a bold, sans-serif font.	4,412,526	10/30/2013

<u>Trademark</u>	<u>Registration #</u>	<u>Date</u>
OCEAN POTION	2,697,922	3/18/2003

Trademark Applications

<u>Trademark</u>	<u>Serial #</u>	<u>Filing Date</u>
XTREME AMPLIFIER	86/105,376	10/30/2013
	86/166,087	1/15/2014
PROTECT & NOURISH FORTIFIED WITH VITAMIN D3	86/105,639	10/30/2013

<u>Trademark</u>	<u>Serial #</u>	<u>Filing Date</u>
XTREME TANNING XCELLERATOR	86/057,912	9/6/2013
OCEAN POTION PROTECT AND RENEW	86/042,863	8/20/2013
XTREME INTENSIFIER	86/092,763	10/16/2013
OCEAN POTION	85/961,665	6/17/2013
SHEER MIST	85/945,309	5/29/2013

<u>Trademark</u>	<u>Serial #</u>	<u>Filing Date</u>
THE ULTIMATE WATER RESISTANT SUNSCREEN	85/423,207	9/15/2011
SURFER FORMULA	85/957,847	6/12/2013