

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

## 1. Name of conveying party(ies):

Zoe, Inc., a Tennessee Corporation

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-State Tennessee  
☐ Other \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☒ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 08/28/2003

## 2. Name and address of receiving party(ies)

Name: California Tan, Inc.

Internal

Address: Legal DepartmentStreet Address: 10877 Wilshire Blvd.12th FloorCity: Los Angeles State: CA Zip: 90024

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Delaware  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2,714,7812,207,345Additional number(s) attached ☐ Yes ☒ No

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

Name: California Tan, Inc. Attn: Christa Cole

Internal Address: \_\_\_\_\_

Street Address: 10877 Wilshire Blvd. 12th FloorCity: Los Angeles State: CA Zip: 900246. Total number of applications and registrations involved: 27. Total fee (37 CFR 3.41).....\$ 65.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

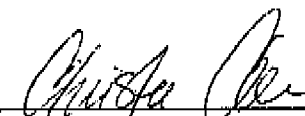
Credit Card (See attached Credit Card Payment Form)

DO NOT USE THIS SPACE

## 9. Signature.

Christa Cole, Esq.

Name of Person Signing



Signature

1/6/04

Date

Total number of pages including cover sheet, attachments, and document: 7

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

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), dated and effective as of August 28, 2003, by and between Zoe, Inc., a corporation organized and existing under the laws of the state of Tennessee ("Seller") and California Tan, Inc., a corporation organized and existing under the laws of the state of Delaware ("Buyer").

1. In consideration of the payment of thirty-five thousand U.S. dollars (\$35,000.00) by Buyer to Seller, receipt of which is hereby acknowledged, Seller hereby transfers, conveys, assigns, releases, sets over and delivers to Buyer, to and for the benefit of Buyer and its successors and assigns forever, all of Seller's right, title and interest in and to the trademarks listed on Exhibit A1 attached hereto (the "Marks"), together with the goodwill of the business associated therewith and symbolized thereby, the same to be held and enjoyed by Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Marks are or may be granted as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made; together with all Seller's claims for damages by reason of past infringement of said Marks, with the right to sue for and collect the same for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives.

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

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

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

4. Dispute resolution.

(a) This Agreement shall be governed in all respects, including validity, interpretations and effect, by the laws of the State of Tennessee.

(b) Any controversy, dispute, or disagreement arising out of or relating to this Agreement, or the breach of this Agreement, (referred to in this Section as a "dispute") shall be settled according to the procedure set forth in this Section.

(c) In the event a dispute arises between the parties, each party shall be obligated to meet and confer with the other in good faith, on reasonable notice, and at a mutually agreeable location. The parties agree that if either party refuses to participate in such a conference, or if such a conference fails to produce a mutually acceptable resolution of the dispute within a mutually acceptable period of time, the matter may be submitted to mediation or arbitration pursuant to this Section.

(d) In the event a dispute arises between the parties that cannot be settled by informal conference as set forth above, the parties may, on mutual agreement, submit the matter to mediation to be conducted in Memphis, Tennessee in accordance with the Commercial Mediation Rules of the American Arbitration Association. The consent of either party to such mediation may be withdrawn at any time, without cause.

(e) In the event a dispute cannot be settled by informal conference or mediation as set forth above, or in the event either party refuses or withdraws consent to mediation, the matter shall be settled by arbitration before a single arbitrator conducted in Memphis in Shelby County, Tennessee in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The same person may serve as both mediator and arbitrator only with the consent of both parties. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

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

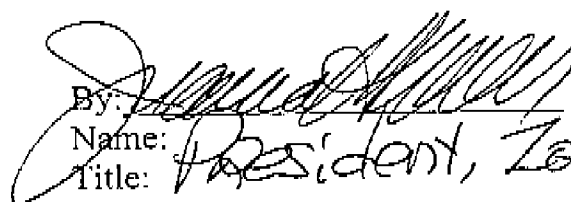
**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]**

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

CALIFORNIA TAN, INC.

By: \_\_\_\_\_  
Name:  
Title:

ZOE, INC.

By:   
Name:  
Title: President, Zoe, Inc.

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

CALIFORNIA TAN, INC.

By: 

Name: Max Hecht

Title: CEO

ZOE, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A1**

**U.S. TRADEMARKS**

<u>U.S. Trademark</u>	<u>Registration No.</u>	<u>Renewal Date</u>
ZOE	2,714,781	May 13, 2003
ZOEFACE	2,207,345	December 1, 2008