

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magic Tan, LLC		09/30/2004	limited liability company: MICHIGAN

RECEIVING PARTY DATA	
Name:	Mezzanine Opportunities LLC
Street Address:	191 W. Nationwide Boulevard
Internal Address:	Suite 600
City:	Columbus
State/Country:	OHIO
Postal Code:	43215
Entity Type:	limited liability company: OHIO

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2860416	MAGIC TAN

CORRESPONDENCE DATA	
Fax Number:	(202)659-1559
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(202) 659 - 6944
Email:	MBergsman@dickinsonwright.com
Correspondent Name:	Marc A. Bergsman
Address Line 1:	1901 L Street, N.W.
Address Line 2:	Suite 800
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	028102-00002
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NAME OF SUBMITTER:	Marc A. Bergsman
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Total Attachments: 10
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IP SECURITY AGREEMENT

THIS IP SECURITY AGREEMENT (this "Agreement") dated as of September 30, 2004, between MAGIC TAN, LLC, a Michigan limited liability company (the "Pledgor"), and MEZZANINE OPPORTUNITIES LLC, an Ohio limited liability company (the "Secured Party").

WHEREAS, pursuant to that certain Senior Note Purchase Agreement dated as of the date hereof, as amended, modified or extended from time to time (the "Note Purchase Agreement"), by and between the Pledgor and Secured Party, Secured Party agreed to purchase a Senior Note in the principal amount of \$4,500,000 dated as of the date hereof made by the Pledgor (as amended, modified or extended from time to time, including any promissory note or notes made by the Pledgor in substitution therefor or replacement thereof, the "Note"); and

WHEREAS, it is a condition of closing on the Note Purchase Agreement that Pledgor execute and deliver this Agreement to Secured Party;

Pledgor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Note Purchase Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Note Purchase Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Company" is defined in the recitals to this Agreement.

"Note Purchase Agreement" is defined in the recitals to this Agreement.

"Obligations" means payment and performance of any and all indebtedness, obligations and liabilities of any kind of the Company and/or the Pledgor to the Secured Party under the Note Purchase Agreement and the Related Documents.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means that certain Security Agreement dated as of the date hereof between the Company and the Secured Party.

"UCC" means the Uniform Commercial Code as in effect in the State of Ohio.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" if this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Pledgor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Note Purchase Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Pledgor hereby assigns, transfers and conveys to Secured Party, and grants to Secured Party a security interest in and a mortgage upon, all of Pledgor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Pledgor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Pledgor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Pledgor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Note Purchase Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Note Purchase Agreement, Related Documents or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Note Purchase Agreement, Related Documents or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Pledgor represents and warrants to Secured Party that a true and correct list of all of the existing Collateral consisting of (i) U.S. patents and patent applications or registrations and (ii) U.S. trademarks, trademark registrations or applications owned by Pledgor, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts. On a continuing basis, Pledgor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Pledgor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Pledgor. In addition, Pledgor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Pledgor shall at any time hold or acquire a commercial tort

claim arising with respect to the Collateral, the Pledgor shall immediately notify Secured Party in a writing signed by the Pledgor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. If Pledgor shall obtain rights to any new (i) patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent or (ii) trademarks, the provisions of this Agreement shall automatically apply thereto. Pledgor shall give prompt notice in writing to Secured Party with respect to any such new (i) patent rights or (ii) trademarks or renewal or extension of any trademark registration. Without limiting Pledgor's obligations under this Section 6, Pledgor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Pledgor, Secured Party and their respective successors and assigns. Pledgor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Note Purchase Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Ohio, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Ohio.

SECTION 9. Entire Agreement; Amendment. This Agreement, the Note Purchase Agreement and Related Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Note Purchase Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Note Purchase Agreement or Related Documents, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Note Purchase Agreement or Related Documents.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different 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 but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Pledgor's expense) shall promptly execute and deliver to Pledgor such documents and instruments reasonably requested by Pledgor as shall be necessary to evidence termination of all such security interests given by Pledgor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 12. No Inconsistent Requirements. Pledgor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Pledgor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

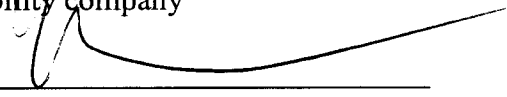
SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Note Purchase Agreement.

[The remainder of this page is intentionally left blank.]

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

PLEDGOR:

MAGIC TAN, LLC, a Michigan
limited liability company

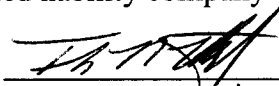
By: 

Name: Michael Bergeron

Its: Authorized Manager

SECURED PARTY:

MEZZANINE OPPORTUNITIES LLC, an Ohio
limited liability company

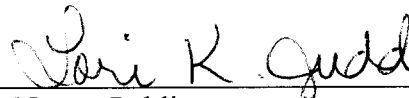
By: 

Name: THOMAS R. UTARD

Its: AUTHORIZED SIGNATORY

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 30th day of September, 2004, before me appeared Michael Bergeron to me personally known, who, being by me duly sworn, did say that he is the Authorized Manager of Magic Tan, LLC, a Michigan limited liability company, and acknowledged that as such Authorized Manager signed and delivered the above instrument as his own free act and deed and as the free act and deed of said limited liability company.



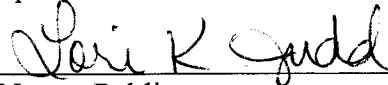
Notary Public

LORI K. JUDD
Notary Public, Oakland County, MI
My Commission Expires on 01-17-2006

Acting in OAKLAND County
My commission Expires: 1-17-2006

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 30th day of September, 2004, before me appeared THOMAS UTGARD to me personally known, who, being by me duly sworn, did say that he is the AUTHORIZED SIGNER of Mezzanine Opportunities LLC, an Ohio limited liability company, and acknowledged that as such AUTHORIZED SIGNER signed and delivered the above instrument as his own free act and deed and as the free act and deed of said limited liability company.



Notary Public

LORI K. JUDD
Notary Public, Oakland County, MI
My Commission Expires on 01-17-2006

Acting in OAKLAND County
My commission Expires: 1-17-2006

**SCHEDULE A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
FOR
MAGIC TAN, LLC**

INTELLECTUAL PROPERTY

- (a) Trademarks as described in Harness Dickey letter of September 23, 2004, and attachment thereto.
- (b) Magic Tan, LLC does not own or have rights in any patents and applications.
- (c) Magic Tan, LLC has rights under the License Agreement dated June 9, 2003, between MT Holding Company, LLC and Magic Tan, LLC.

September 23, 2004

Mr. Michael Bergeron
Strength Capital Partners
555 Old Woodward Ave.
Suite 755
Birmingham, MI 48009

Re: Trademark "MAGIC TAN" in Europe
Our Ref: 1321-500007

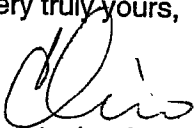
Dear Mike:

Pursuant to your request, attached is a list of the registrations/applications on the "MAGIC TAN" trademark. The mark is registered in the U.S., Australia and Switzerland. Applications to register the trademark are still pending in the other countries listed.

In addition, you will recall that we also acquired a European Community registration on the "MAGIC TAN" trademark, No. 1,192,467, in International Class 3 (cosmetics/lotions) from Sierra Cosmetics.

I trust the enclosed information answers your questions. If I can be of further assistance, please feel free to contact me.

Very truly yours,


Christopher M. Brock

CMB/jb
Enclosure

UNITED STATES

Trademark: "MAGIC TAN"
Applicant: Magic Tan, LLC
Classes: 3, 11, and 44
Reg. No. 2,860,416
Reg. 7/6/04

FOREIGN REGISTRATIONS/APPLICATIONS

Trademark: "MAGIC TAN"
Applicant: Magic Tan, LLC

- AU- Australia (*Classes 3 and 11*)
Reg. No. 981694 – Reg. 6/28/04
- CA- Canada (*Class 11 only*)
Serial No. 1199224 – Filed 12/9/03
- EM- European Community (*Class 11 only*)
Serial No. 003614609 – Filed 1/16/04
- European Community (*Class 3*)
Reg. No. 1,192,467 - Reg. 10/2/00
- IS- Iceland (*Classes 3 and 11*)
Serial No. 3096-2003 – Filed 12/8/03
- IL- Israel (*Class 3*)
Serial No. 169021 – Filed 12/10/03
- IL1- Israel (*Class 11*)
Serial No. 169020 – Filed 12/10/03
- MX- Mexico (*Class 3*)
Serial No. 636451 – Filed 1/7/04
- MX1- Mexico (*Class 11*)
Serial No. 636444 – Filed 1/7/04
- NO- Norway (*Classes 3 and 11*)
Serial No. 200311568 – Filed 12/10/03
- ZA- South Africa (*Class 3*)
Serial No. 2003/21611 – Filed 12/8/03
- ZA1- South Africa (*Class 11*)
Serial No. 2003/21612 – Filed 12/8/03
- CH- Switzerland (*Classes 3 and 11*)
Reg. No. 519583 – Reg. 3/18/04