Form PTO-1594 (Rev. 03-05)
OMB CAREEGGF 0851-00274-6-00-6-5-5-5-002005)

04-12-2005



PARTMENT	OF COMM	ERC
; Patent and	Trademark	Offic

RECORDA	
2005 APR -8 PM 3: 27 TRAC	102978479
To the Director of the USS Pater (and Trademark Office: Plea	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
California Tan, Inc.	Additional names, addresses, or citizenship attached? No Name: California Tan Holdings
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership	Address: Attn: Christa Cole
Corporation- State: Delaware	Street Address: 10877 Wilshire Blud., City: LOS Angelles
Citizenship (see guidelines)	State: CA Country: IA.S Zip: 90024
Additional names of conveying parties attached? Yes No	
3. Nature of conveyance )/Execution Date(s) :	General Partnership Citizenship
Execution Date(s) Lbruary a) 2005	Limited Partnership Citizenship
☐ Merger ☐ Merger	Corporation Citizenship
Security Agreement Change of Name	Citizenship If assignee is not domiciled in the United States, a domestic
Other	representative designation is attached: Yes No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)  See a Hacked p. 2	B. Trademark Registration No.(s)  SU Atached P.2  Additional sheet(s) attached? Yes No
C. Identification or Description of Trademark(s) (and Filing SU A+A Ched P. 2	Date if Application or Registration Number is unknown):
5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Christa Coll, Esh.	6. Total number of applications and registrations involved:
Internal Address: California Tan	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 145 00
Street Address: 10877 Wilshire Blud.	Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed
city: LOZ Anaples	8. Payment Information:
State: <u>CA</u> Zip: <u>40024</u>	a. Credit Card Last 4 Numbers Springton Date
Phone Number: 310.824.2508 x. 211	b. Deposit Account Number
Fax Number: 310.834 - 0368	Authorized User Name
Email Address: CCOLD & Caltan Com	
9. Signature: Signature	3.15.2005 # # Date

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

04/11/2005 DBYRNE

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01 FC:8521 02 FC:8522

(40.00 OP)

Name of Person Signing

TRADEMARK **REEL: 003145 FRAME: 0420** 

Total number of pages including cover

### Recordation Form Cover Sheet, Cont.

## 4A. Trademark Application Nos.

- 1.) 78/484363
- 2.) 78/484400
- 3.) 78/372630
- 4.) 78/372610
- 5.) 78/530892

### 4B. Trademark Registration No.

1.) 2582847

## 4C. Identification or Description of Trademarks(s)

- 1.) Custombronzer, Application # 78/484363 filed 9/15/04
- 2.) Autobronzer, Application # 78/48440 filed 9/15/04
- 3.) Body Detailing in under 4 minutes, App. # 78/372630 filed 2/24/04
- 4.) Body Detailing, App. # 78/372610 filed 2/24/04
- 5.) California Tan Sunless, App #78/530892 filed 12/10/04
- 6.) Suddenly Sun, Reg. # 2582847 registered on 6/18/02

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TRADEMARK REEL: 003145 FRAME: 0421

### TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), dated and effective as of February 21, 2005, by and between California Tan, Inc., a corporation organized and existing under the laws of the state of Delaware ("Seller") and California Tan Holdings Corp., a corporation organized and existing under the laws of the state of Delaware ("Buyer").

#### WHEREAS

1. In consideration of the payment of Two Thousand Five Hundred U.S. dollars (\$2,500.00) 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 and trademark applications 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 reissue 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 or its transferee, successors or assigns, 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. This Agreement shall be governed in all respects, including validity, interpretations and effect, by the laws of the State of California. The parties hereto consent to the non-exclusive jurisdiction of any state or federal court located within the County of Los Angeles, State of California and irrevocably agree that all actions or proceedings arising out of or relating to this Agreement may be litigated in such courts. Each party hereto accepts for each of itself and in connection with its properties.

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TRADEMARK REEL: 003145 FRAME: 0422 generally and unconditionally, the jurisdiction of the aforesaid courts and waives any defense of forum non conveniens, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement.

5. Fax transmissions of any executed original document and/or retransmission of any executed fax 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 fax 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.

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 Recone

Title: CEO

CALIFORNIA TAN HOLDINGS CORP.

Bv:

Name: Max Recone

Title: President

# **EXHIBIT A1**



II S. T.

**APPLICATION APPLICATION HOLDER MARK NUMBER** DATE 78/484363 9/15/04 California Tan, Inc. Custombronzer California Tan. Inc. Autobronzer 78/484400 9/15/04 California Tan. Inc. Body Detailing in 78/372630 2/24/04 under 4 minutes California Tan, Inc. **Body Detailing** 78/372610 2/24/04 California Tan, Inc. California Tan 78/530892 12/10/04 Sunless

### **Foreign Trademark Registrations**

HOLDERMARKCOUNTRYREGISTRATION NUMBERREGISTRATION DATECalifornia Tan, Suddenly Sun Inc.European Union0038645681/6/04

# **Foreign Trademark Applications**

HOLDER	MARK	COUNTRY	APPLICATION NUMBER	APPLICATION DATE
California Tan,	Custombronzer	European Union	004038402	9/24/04
Inc.				
California Tan,	Turbobronzer	European Union	003864659	1/06/04
Inc.	3000			
California Tan,	Autobronzer	European Union	003864659	9/24/04
Inc.				
California Tan,	Custombronzer	European Union	004038402	9/24/04
Inc.				
California Tan,	Body Detailing	Canada	1226521	8/10/04
Inc.				
California Tan,	Body Detailing in	Canada	1226518	8/10/04
Inc.	under 4 minutes			

TRADEMARK
REEL: 003145 FRAME: 0424

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RECORDED: 04/08/2005