

P.1

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

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 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 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.

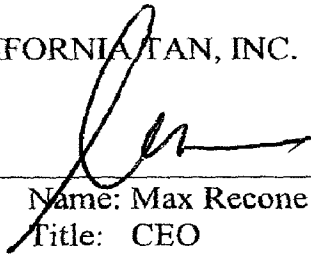
4. This Agreement shall be governed in all respects, including validity, interpretations and effect, by the laws of the State of California. The parties hereto consent to the non-exclusive jurisdiction of any state or federal court located within the County of Los Angeles, State of California and irrevocably 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,

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.

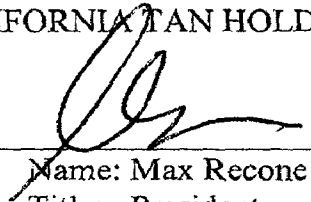
By: 
Name: Max Recone
Title: President

EXHIBIT A1

U.S. TRADEMARK REGISTRATIONS

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
California Tan, Inc.	Suddenly Sun	2582847	6/18/02

U.S. TRADEMARK APPLICATIONS

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

Foreign Trademark Registrations

<u>HOLDER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
California Tan, Inc.	Suddenly Sun	European Union	003864568	1/6/04

Foreign Trademark Applications

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