

4/11/05

04-13-2005

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)



OFFICE OF PUBLIC RECORDS

RECORD/
TRIAL

102978837

2005 APR 11 AM 9:43

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
California Tan Holdings Corp.
10877 Wilshire Blvd., 12th Flr.
Los Angeles, CA 90024

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 22, 2005

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: New Tan, Inc.

Internal Address: Christa Cole

Street Address: 10877 Wilshire Bl., 12th Flr.

City: Los Angeles

State: CA

Country: U.S. Zip: 90024

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

see attached p.2

B. Trademark Registration No.(s)

see attached p.2

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

see attached p.2

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

Name: Christa Cole, Esq.

Internal Address: New Tan, Inc.

Street Address: 10877 Wilshire Blvd.
12th Floor

City: Los Angeles

State: CA Zip: 90024

Phone Number: 310.824.2508 x.211

Fax Number: 310.824.0368

Email Address: ccole@caltan.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 2004
Expiration Date 9.06

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Christa Cole

Signature

Christa Cole

Name of Person Signing

4.6.05
Date

Total number of pages including cover sheet, attachments, and document: 5

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

04/12/2005 ECOOPER 00000337 78484363

01 FC:8521
02 FC:8522

(40.00 DP
100.00 DP)

TRADEMARK
REEL: 003146 FRAME: 0681

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Recordation Form Cover Sheet, Cont.

4A. Trademark Application Nos.

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

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.) Suddenly Sun, Reg. # 2582847 registered on 6/18/02

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), dated and effective as of February 22, 2005, by and between California Tan Holdings Corp. a corporation organized and existing under the laws of the state of Delaware ("Seller") and New Tan, Inc., a corporation organized and existing under the laws of the state of California ("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 HOLDINGS CORP.

By: 
Name: Max Recone
Title: CEO

NEW TAN, INC.


By: 
Name: Richard Galvin
Title: President

EXHIBIT A1

U.S. Trademark Registrations

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

<u>HOLDER</u>	<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
California Tan Holdings Corp.	Custombronzer	78/484363	9/15/04
California Tan Holdings Corp.	Autobronzer	78/484400	9/15/04
California Tan Holdings Corp.	Body Detailing in under 4 minutes	78/372630	2/24/04
California Tan Holdings Corp.	Body Detailing	78/372610	2/24/04

Foreign Trademark Registrations

<u>HOLDER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
California Tan Holdings Corp.	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 Holdings Corp.	Custombronzer	European Union	004038402	9/24/04
California Tan Holdings Corp.	Turbobronzer 3000	European Union	003864659	1/06/04

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<u>HOLDER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
California Tan Holdings Corp.	Custombronzer	European Union	004038402	9/24/04
California Tan Holdings Corp.	Body Detailing	Canada	1226521	8/10/04
California Tan Holdings Corp.	Body Detailing in under 4 minutes	Canada	1226518	8/10/04