

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Tan, Inc.		02/28/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Antares Capital Corporation, as Agent		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 4400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	78484363	CUSTOMBRONZER	
Serial Number:	78484400	AUTOBRONZER	
Serial Number:	78372630	BODY DETAILING IN UNDER 4 MINUTES	
Serial Number:	78372610	BODY DETAILING	
Serial Number:	78684739	EXPERIENCE A GOLDEN STATE	
Serial Number:	78694578	DISCOVER BEAUTY BEYOND THE SUN	
Serial Number:	78705636	MOBILEBRONZER	
Serial Number:	78611345	TANNING TOWERS	
Serial Number:	78603242	TAN TOWERS	
Serial Number:	78724581	CALIFORNIA TAN LAMPS	
CORRESPONDENCE DATA			
Fax Number: (866)459-2899			
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

CH \$265.00 78484363

900035227

TRADEMARK  
 REEL: 003186 FRAME: 0188

Phone: 202-783-2700  
Email: pagodoa@federalresearch.com  
Correspondent Name: CBCInnovis dba Federal Research  
Address Line 1: 1023 Fifteenth Street, NW, Suite 401  
Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	343411
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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Signature:	/pja/
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Date:	11/02/2005
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Total Attachments: 9  
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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings

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

1. Name of conveying party(ies):

New Tan, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State CA

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: February 28, 2005

2. Name and address of receiving party(ies)

Antares Capital Corporation, as Agent

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

Street Address : 311 South Wacker Drive, Suite 4400

City: Chicago State: IL Zip: 60606

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_

- ☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation State DE

☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a 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 trademark

A. Trademark Application No.(s)  
See Schedule 1 Attached Hereto

B. Trademark Registration  
See Schedule 1 Attached Hereto

Additional numbers attached? Yes

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

Name: Terese M. Scholl

Internal Address: Katten, Muchin Rosenman LLP

Street Address: 525 West Monroe, Suite 1900

City: Chicago State IL ZIP 60661

6. Total number of applications and registrations

**5**

7. Total fee (37 CFR 3.41)..... \$ 140.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

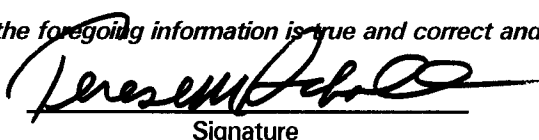
DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.*

Terese M. Scholl

Name of Person



Signature

October 24, 2005

Date

Total number of pages including cover sheet, attachments, and

**7**

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

Schedule 1 to  
Trademark Security Agreement

**U.S. Trademark Registrations**

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
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None.

**Foreign Trademark Registrations**

<u>HOLDER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
NTI	Suddenly Sun	European Union	003864568	1/6/04

**U.S. Trademark Application**

<u>HOLDER</u>	<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
NTI	Custombronzer	78/484363	9/15/04
NTI	Autobronzer	78/484400	9/15/04
NTI	Body Detailing in under 4 minutes	78/372630	2/24/04
NTI	Body Detailing	78/372610	2/24/04
NTI	Experience A		
	Golden State	78/684739	8/3/05
NTI	Discovery Beauty		
	Beyond the Sun	78/694578	8/17/05
NTI	Mobilebronzer	78/705636	9/1/05
NTI	Tanning Towers	78/611345	4/18/05
NTI	Tan Towers	78/603242	4/6/05
NTI	California Tan		
	Lamps	78/724581	9/30/05

**Foreign Trademark Registrations**

<u>HOLDER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
NTI	Custombronzer	European Union	004038402	9/24/04
NTI	Turbobronzer	European		

	3000	Union	003864659	1/06/04
NTI	Autobronzer	European		
		Union	003864659	9/24/04
NTI	Custombronzer	European		
		Union	004038402	9/24/04
NTI	Body Detailing	Canada	1226521	8/10/04
NTI	Body Detailing	Canada	1226518	8/10/04

## **TRADEMARK SECURITY AGREEMENT**

**WHEREAS**, New Tan, Inc., a California corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Grantor has agreed to guarantee all obligations, liabilities and indebtedness of California Tan, Inc., a Delaware corporation ("Borrower"), owed to the Agent and Lenders (each as defined below) under that certain Credit Agreement dated as of August 22, 2000 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Borrower, Antares Capital Corporation, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and said Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill

associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[rest of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 28<sup>th</sup> day of February, 2005.

NEW TAN, INC.,  
a California corporation

By: 

Name: RICH GALVIN

Title: PRESIDENT

Acknowledged:

ANTARES CAPITAL CORPORATION,  
a Delaware corporation, as Agent

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

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

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



**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 28<sup>th</sup> day of February, 2005.

**NEW TAN, INC.,**  
a California corporation

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

Acknowledged:

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Agent

By: Tyler W. Lindblad  
Name: Tyler W. Lindblad  
Title: Director

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Trademark Security Agreement

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