

10-31-05

11-02-2005

CASE NO.



TRADEMARKS

TO THE HONORABLE COMMISSIONER OF PATENT AND TRADEMARKS: 103112122

ND TRADEMARKS:

Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):	:	2. Name of receiving party(ies):
Planet Tan, Inc.	:	Planet Tan Management, LP
3251 Beltline Road	:	3251 Beltline Road
Garland, Dallas Co., Texas	:	Garland, Dallas Co., Texas
Entity: Corporation	:	Entity: Limited Partnership

3. Nature of conveyance: Assignment of Registered Mark

4. Application number(s) or registration number(s).
Additional sheet attached? [] Yes [X] No

A. Trademark Application No(s).	:	B. Registration No(s).
	:	2,019,344

5. Name and address of party to whom correspondence concerning documents should be mailed:	:	6. Total number of applications and registrations involved: <u>1</u>
William E. Hartsfield	:	
Hamilton & Hartsfield, P.C.	:	7. Total fee (37 C.F.R. 3.41) \$40.00
14651 Dallas Parkway, Suite 102	:	[X] Enclosed
Dallas, Texas 75254-8395	:	[] Authorized to be charged to Deposit Account
Telephone: 972/991-7211	:	
Facsimile: 972/991-7744	:	8. Deposit Account No. _____

9. Date of execution of document: October 11, 2005

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

William E. Hartsfield
Name of Person Signing

Signature

Date: October 11, 2005

Total number of pages including cover sheet, attachments and documents: 3

OFFICE OF PATENT RECORDS
2005 OCT 31 AM 9:17
FINANCE SECTION

11/01/2005 ECOOPER 00000262 2019344

01 FC:8521

40.00 DP

ASSIGNMENT

Effective March 31, 2005, **Planet Tan, Inc.** ("Assignor") and **Planet Tan Management, LP** ("Assignee") enter into this Assignment agreement ("Agreement") and agree as follows.

DEFINITIONS

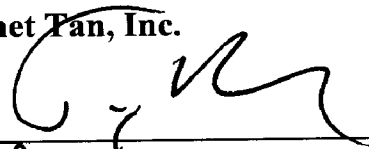
1. As used in this Agreement, the term "Marks" shall mean Planet Tan, any confusingly similar mark and any logo associated with any of the marks.
2. As used in this Agreement, the term "Registrations" shall mean any registrations, licenses, and any applications therefor in any jurisdiction covering the Marks and the Associated Rights which registrations are owned by Assignor, including but not limited to United States Patent and Trademark Office Registration No. 2019344 registered November 26, 1996.
3. As used in this Agreement, the term "Associated Rights" shall mean all the rights of Assignor in the trade dress, licenses, assumed names, copyrights, trade secrets, marks and names heretofore used in and all good will acquired with respect to the business symbolized by the marks.

NOW THEREFORE

1. For Forty Dollars (\$40.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor does hereby release and assign unto Assignee, all rights, title and interest in and to the Marks, Registrations and the Associated Rights.
2. Assignor reserves no rights to use the Marks, the Registrations or the Associated Rights. Assignor shall maintain in confidence all trade secrets and other confidential information transferred by this Agreement.
3. Should any additional instruments need to be executed, certified, or delivered to any third party and/or filed with or delivered to any public officer, in order to carry out the purpose and intent of this Assignment, Assignor agrees to promptly execute and deliver any and all such instruments and if Assignor should fail to do so within thirty (30) days of such a request, it hereby irrevocably authorizes Assignee to appoint an individual of Assignee's choice as an attorney in fact to execute such instruments on behalf of Assignor.
4. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and each of which alone, and all of which together, shall constitute one and the same instrument.

ASSIGNOR:

Planet Tan, Inc.

By: 
Its: PRESIDENT

ASSIGNEE:

Planet Tan Management, LP by its General Partner, PT Silverback, LLC

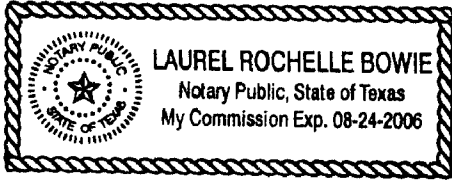
By: 
Its: PRESIDENT

STATE OF TEXAS
COUNTY OF DALLAS

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BEFORE ME, the undersigned authority, on this day personally appeared Paul Anthony Marti, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 17th day of October, 2005.



Laurel Rochelle Bowie
Notary Public in and for the State of Texas

Laurel Rochelle Bowie
Notary's Printed Name

My Commission Expires: 8/24/06

STATE OF TEXAS
COUNTY OF DALLAS

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BEFORE ME, the undersigned authority, on this day personally appeared Paul Anthony Marti, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 17 day of October, 2005.



Laurel Rochelle Bowie
Notary Public in and for the State of Texas

Laurel Rochelle Bowie
Notary's Printed Name

My Commission Expires: 8/24/06