

06-01-2006



RECORDED

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TRADEMARKS ONLY

MAY 30 PM 12:33

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new addresses below.

1. Name of conveying party(ies):

New Tan, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: California
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) 2/9/06

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: California Tan, Inc.Internal Address: Attn: Christa ColeStreet Address: 12777 W. Jefferson Blvd 3rd FloorCity: Los AngelesState: CACountry: U.S. Zip: 90066☐ Association Citizenship _____☐ General Partnership Citizenship _____☐ Limited Partnership Citizenship _____☒ Corporation Citizenship Delaware☐ 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. 2Additional 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: California Tan, Inc.Street Address: 12777 W. Jefferson Blvd
3rd FloorCity: Los AngelesState: CA Zip: 90066Phone Number: (310) 824-2508 x. 211Fax Number: (310) 824-0368Email Address: ccole@caltan.com

6. Total number of applications and registrations involved:

67. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Christa Cole

Signature

5-24-06

Date

Christa Cole

Name of Person Signing

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

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

2582814

EXHIBIT A1**U.S. Trademark Registrations**

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
New 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>
New Tan, Inc.	Custombronzer	78/484363	9/15/04
New Tan, Inc.	Autobronzer	78/484400	9/15/04
New Tan, Inc.	Body Detailing in Under 4 minutes	78/372630	2/24/04
New Tan, Inc.	Body Detailing	78/372610	2/24/04
New 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>
New 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>
New Tan, Inc	Custombronzer	European Union	004038402	9/24/04
New Tan, Inc	Turbobronzer 3000	European Union	003864659	1/06/04
New Tan, Inc.	Autobronzer	European Union	003864659	9/24/04
New Tan, Inc.	Custombronzer	European Union	004038402	9/24/04
New Tan, Inc	Body Detailing	Canada	1226531	8/10/04
New Tan, Inc.	Body Detailing Under 4 minutes	Canada	1226518	8/10/04

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), dated and effective as of February 9, 2006, by and between New Tan, Inc., a corporation organized and existing under the laws of the state of California ("Seller") and California Tan, Inc. a corporation organized and existing under the laws of the state of Delaware ("Buyer").

WHEREAS

1. In consideration of the payment of two U.S. dollars (\$2.00) and additional good and valuable consideration by Buyer to Seller, receipt of which is hereby acknowledged, Seller hereby transfers, conveys, assigns, releases, sets over and delivers to Buyer, *nunc pro tunc*, 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 A attached hereto (the "Marks"), together with the entire business of Seller and the goodwill of the business associated with and symbolized by the Marks, 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.

NEW TAN, INC.

By: 

Name: Richard Galvin

Title: President

CALIFORNIA TAN, INC.

By: 

Name: Donald Robbins

Title: CEO

U.S. Trademark Registrations

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Suddenly Sun	2582874	6/18/02

U.S. Trademark Applications

<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Custombronzer	78/484363	9/15/04
Autobronzer	78/484400	9/15/04
Body Detailing in under 4 minutes	78/372630	2/23/04
Bodydetailing	78/372610	2/23/04
Tanning Towers	78/611345	4/18/05
California Tan Lamps	78/724581	9/30/05
Mobilebronzer	78/705636	9/01/05
Discovery Beauty Beyond the Sun	78/694578	8/17/05
Experience A Golden State Tan Towers	78/684739	8/03/05
	78/603242	4/06/05

Foreign Trademark Registrations

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Suddenly Sun	European Union	003864568	9/27/05

Foreign Trademark Applications

<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Custombronzer	European Union	004038402	9/24/04
Body Detailing	Canada	122652100	8/10/04
Body Detailing in under 4 minutes	Canada	122651800	8/10/04

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), dated and effective as of February 9, 2006, by and between California Tan Holdings Corp., a corporation organized and existing under the laws of the state of Delaware ("Seller") and California Tan, Inc. a corporation organized and existing under the laws of the state of Delaware ("Buyer").

WHEREAS

1. In consideration of the payment of two U.S. dollars (\$2.00) and additional good and valuable consideration 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 trademark application listed on Exhibit A attached hereto (the "Mark"), together with the portion of Seller's business to which the Mark pertains and the goodwill of the business associated with and symbolized by the Mark, 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 Mark 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 Mark, 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 Mark to Buyer as assignee of the Mark, 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 Mark, 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 Mark.


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.

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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: Duncan Robins
Title: CEO

CALIFORNIA TAN, INC.

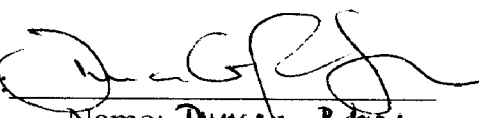
By: 
Name: Duncan Robins
Title: CEO

EXHIBIT A

The Mark

MARK

California Tan Sunless

**APPLICATION
NUMBER**

78/530892

**APPLICATION
DATE**

12/10/04