

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation		08/31/2006	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	California Tan, Inc.
Street Address:	12777 W. Jefferson Blvd., 3rd Fl.
Internal Address:	Legal Department
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90066
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78484400	AUTOBRONZER
Serial Number:	78484363	CUSTOMBRONZER
Serial Number:	78694578	DISCOVER BEAUTY BEYOND THE SUN
Serial Number:	78684739	EXPERIENCE A GOLDEN STATE
Serial Number:	78705636	MOBILEBRONZER
Serial Number:	78603242	TAN TOWERS
Serial Number:	78611345	TANNING TOWERS

## CORRESPONDENCE DATA

Fax Number: (310)824-0082

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3108242508

Email: ccole@caltan.com

Correspondent Name: Christa Cole

Address Line 1: 12777 W. Jefferson Blvd., 3rd Fl.

TRADEMARK

REEL: 003382 FRAME: 0815

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Address Line 2:	California Tan Legal Department
Address Line 4:	Los Angeles, CALIFORNIA 90066

ATTORNEY DOCKET NUMBER:	ANTARES RELEASE - NEW TAN
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NAME OF SUBMITTER:	Christa Cole
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Signature:	/christa cole/
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Date:	09/01/2006
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## **TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of August 21, 2006, by ANTARES CAPITAL CORPORATION, as agent ("Agent").

W I T N E S S E T H:

WHEREAS, Agent and NEW TAN, INC., a California corporation ("Company"), are parties to that certain Trademark Security Agreement dated as of February 28, 2005 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Company granted a security interest to Agent in, among other things, the Trademarks (as defined below) as security for certain obligations owing by Company to the financial institutions (collectively, the "Lenders") from time to time party to that certain Credit Agreement dated as of August 22, 2000 by and among California Tan, Inc., a Delaware corporation, Agent and the Lenders, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Exhibit A hereto; and

WHEREAS, the Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office on November 2, 2005 at Reel 003186, Frame 0188; and

WHEREAS, Company has requested that Agent release its security interest in the Trademarks and reassign the same to Company;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Company's right, title and interest in and to all of the following (the "Trademark Collateral"):

(a) 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 Exhibit A 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;

(b) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Company 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 Exhibit A annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Exhibit A 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.

As used herein, the following terms shall have the following meanings:

"Trademark" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, (b) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to the foregoing, and (c) the right to obtain all renewals thereof.

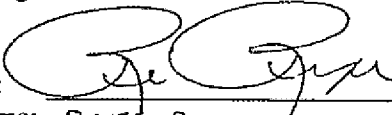
"Trademark License" means any agreement, whether written or oral, providing for the grant by or to Company of any right to use any Trademark.

2. Agent hereby reassigns, grants and conveys to Company, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral, and the goodwill of Company's business connected with the use of and symbolized by the Trademark Collateral.

*- Remainder of Page Intentionally Left Blank -  
[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

**ANTARES CAPITAL CORPORATION,**  
as Agent

By:   
Name: RENEE REMPE  
Title: SENIOR VICE PRESIDENT

Trademark Release and Reassignment – New Tan

**TRADEMARK**  
**REEL: 003382 FRAME: 0819**

**EXHIBIT A to Trademark Release and Reassignment**

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
Autobronzer	78/484400	9/15/04
Custombronzer	78/484363	9/15/04
Discover Beauty Beyond the Sun	78/694578	8/17/05
Experience a Golden State	78/684739	8/3/05
Mobilebronzer	78/705636	9/1/05
Tan Towers	78/603242	4/6/05
Tanning Towers	78/611345	4/18/05

Trademark Release and Reassignment – New Tan