

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
California Tan, Inc.		08/31/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Paradox Origination Funding LLC
Street Address:	885 Second Street
Internal Address:	49th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 150

Property Type	Number	Word Mark
Serial Number:	75504649	ABANDON
Serial Number:	76251882	ACCOMPLICE
Serial Number:	78163461	ACRYLISAFE
Serial Number:	75629486	AGAVE NECTAR
Serial Number:	76255510	AGAVE TWISTER
Serial Number:	75535234	ALMOND SPICE
Serial Number:	75912646	AMBROSIA
Serial Number:	78124540	ARCTIC FEVER
Serial Number:	78484400	AUTOBRONZER
Serial Number:	74131260	BALI
Serial Number:	78229329	BARING IT ALL
Serial Number:	78163425	BATH 360
Serial Number:	78163403	BED SHINE

TRADEMARK

REEL: 003385 FRAME: 0001

900057455

OP \$3765.00 75504649

Serial Number:	78372630	BODY DETAILING IN UNDER 4 MINUTES
Serial Number:	78378554	BOTTLED BLONDE
Serial Number:	76277520	BRONZEXTEND
Serial Number:	76277523	BUTTER
Serial Number:	75247473	BUTTER
Serial Number:	78227764	C1FX
Serial Number:	78227762	C2FX
Serial Number:	78141787	CAL CARE
Serial Number:	76452016	CAL CARE CLEAN
Serial Number:	76452015	CAL CARE PROFESSIONAL CLEANING SYSTEM
Serial Number:	74057765	CALIFORNIA SPA
Serial Number:	73687315	CALIFORNIA TAN
Serial Number:	78530892	CALIFORNIA TAN SUNLESS
Serial Number:	74171420	
Serial Number:	75444221	CAPPUCCINO
Serial Number:	75433464	CARAMEL SPICE
Serial Number:	76545748	CHILLIN' WITH THE BOYS
Serial Number:	74404570	CLASSIC RAGE
Serial Number:	76255996	COCONUT COLADA
Serial Number:	75247472	COMMENCE
Serial Number:	78425513	CT SEVEN
Serial Number:	78626040	CT SEVEN SMILE
Serial Number:	75145646	CUO2
Serial Number:	78484363	CUSTOMBRONZER
Serial Number:	78122994	DARK KICKIN' ALE
Serial Number:	78122995	DARK 'N DAZED
Serial Number:	75912643	DARK SEXY TAN
Serial Number:	78518925	DEEP KARMA
Serial Number:	75310637	DEVELOP
Serial Number:	78694578	DISCOVER BEAUTY BEYOND THE SUN
Serial Number:	75461950	EMERALD BAY
Serial Number:	76287618	EMERALD BAY
Serial Number:	78396657	EMERALD BAY BRONZING BLIZZARD
Serial Number:	75683321	EMERALD BAY FIERY PAPAYA SPREAD
Serial Number:	75649008	EMERALD BAY PAPAYA SPREAD

Serial Number:	75697314	EMERALD BAY SIMMERING SUGAR CANE GLAZE
Serial Number:	76258812	EMERALD BAY TANNING TEQUILA
Serial Number:	75549696	ENTRANCE
Serial Number:	78224372	ENVY MY DRAMATIC DARKNESS
Serial Number:	78372651	ENVY MY FORBIDDEN FIRE
Serial Number:	78684739	EXPERIENCE A GOLDEN STATE
Serial Number:	74436122	EXPOSURE
Serial Number:	78163415	EZ-DOSE-IT
Serial Number:	75569257	FEROCIOUS
Serial Number:	75663706	FORBIDDEN
Serial Number:	75674793	FUSION
Serial Number:	78124278	GANJA
Serial Number:	78661077	GET BRONZE!
Serial Number:	78626035	GET DARK!
Serial Number:	78124541	GINGER SPICE
Serial Number:	78378120	GIVIN' LIP
Serial Number:	75314191	GREASE
Serial Number:	76251898	HEAT SHOCK
Serial Number:	75273141	HEAVY DUTY
Serial Number:	75315408	HEAVY DUTY TANNING OIL
Serial Number:	74274517	HELIODERM
Serial Number:	74274518	HELIO THERAPY
Serial Number:	76643405	HELIO THERAPY
Serial Number:	78381573	HEMPOLOGY
Serial Number:	76277054	HOT ACTION COMPLEX
Serial Number:	76231007	HOT CHOCOLATE
Serial Number:	78210389	HYPNOTIZE
Serial Number:	78210385	HYSTERIA
Serial Number:	75486109	ILLUMINATE
Serial Number:	74304138	INSURANCE
Serial Number:	75265731	IST
Serial Number:	74193864	JUST FACES
Serial Number:	78218893	KAMIKAZI KOOLER
Serial Number:	76255995	L.I.P.
Serial Number:	75599631	LIPO B

Serial Number:	78397089	LIQUIDOX
Serial Number:	75597191	LUXURIOUS TANNING TEMPTATIONS
Serial Number:	76251885	MARGARITA MADNESS
Serial Number:	75504650	MATAHARI
Serial Number:	78598143	MAYHEM
Serial Number:	76277078	MELABRONZE
Serial Number:	75549693	MELEATYROSINE
Serial Number:	78583560	MINX
Serial Number:	78705636	MOBILEBRONZER
Serial Number:	76251897	MOJO DARKENING SAUCE
Serial Number:	74193865	PEEPERS
Serial Number:	78476647	PRO-SPECS
Serial Number:	76277056	PRO-VITASUN
Serial Number:	76255629	PURE CHOCOLATE
Serial Number:	78583692	PURE SUTRA
Serial Number:	78163558	PURIFEYES
Serial Number:	78163441	RADICAL RAIN
Serial Number:	74389974	RAGE
Serial Number:	78598157	READY TO WEAR
Serial Number:	76277055	RICH LIFTING COMPLEX
Serial Number:	75690625	ROYAL JAMAICAN HEMP
Serial Number:	78232196	RUM ON THE ROCKS
Serial Number:	74652842	SOLMATE
Serial Number:	78124542	SPIKED BUTTER
Serial Number:	78210386	SPONTANEOUS COMBUSTION
Serial Number:	75322477	SUB ZERO
Serial Number:	78535805	SUDDENLY SOBER
Serial Number:	75766287	SUDDENLY SUN
Serial Number:	78124544	SULTRY SEXY TAN
Serial Number:	74699521	SUMMER ILLUSION
Serial Number:	75597188	SUN HEMP
Serial Number:	76251883	SUNBURST SORBET
Serial Number:	75684000	SUNSETS
Serial Number:	74589893	TAN & TONE LEGS
Serial Number:	78503180	TAN 'N TONIC

Serial Number:	78603242	TAN TOWERS
Serial Number:	78611345	TANNING TOWERS
Serial Number:	74313062	THE POSITIVE EFFECTS OF THE SUN
Serial Number:	76277522	THERMABRONZE
Serial Number:	76277524	THERMOSLIM
Serial Number:	78218834	TOASTED TWISTER
Serial Number:	76251884	TOTAL IMMERSION
Serial Number:	78124543	TOTAL SUBMERSION
Serial Number:	75388812	
Serial Number:	78163473	TOWEL FRESH
Serial Number:	78163448	TOWELGENIC
Serial Number:	76277072	TRF2000
Serial Number:	74405234	TROPICAL EXPOSURE
Serial Number:	74403737	TROPICAL FEVER
Serial Number:	74403738	TROPICAL FUSION
Serial Number:	74304133	TROPICAL RAGE
Serial Number:	74652841	UNISON
Serial Number:	75046455	
Serial Number:	75050964	
Serial Number:	75049060	
Serial Number:	75049109	
Serial Number:	74589900	VENGEANCE
Serial Number:	75149431	VENGEANCE
Serial Number:	74652843	VHO
Serial Number:	74586914	VITATAN
Serial Number:	75652144	WICKED ELIXIR
Serial Number:	78226609	X ENDURANCE
Serial Number:	78167973	X POWER
Serial Number:	78167978	X SPEED
Serial Number:	78168408	X-TREME TANNING CATALYST
Serial Number:	75402187	ZOE
Serial Number:	75429859	ZOEFACE

CORRESPONDENCE DATA

Fax Number: (310)824-0082

TRADEMARK
REEL: 003385 FRAME: 0005

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

Phone: 310-824-2508
Email: ccole@caltan.com
Correspondent Name: Christa Cole
Address Line 1: 12777 W. Jefferson Blvd., 3rd Fl.
Address Line 2: California Tan Legal Department
Address Line 4: Los Angeles, CALIFORNIA 90066

ATTORNEY DOCKET NUMBER:	PARADOX SECURITY CTI
NAME OF SUBMITTER:	Christa Cole
Signature:	/christa cole/
Date:	09/07/2006

Total Attachments: 12

source=cti paradox#page1.tif
source=cti paradox#page2.tif
source=cti paradox#page3.tif
source=cti paradox#page4.tif
source=cti paradox#page5.tif
source=cti paradox#page6.tif
source=cti paradox#page7.tif
source=cti paradox#page8.tif
source=cti paradox#page9.tif
source=cti paradox#page10.tif
source=cti paradox#page11.tif
source=cti paradox#page12.tif

**NOTICE OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND OTHER PROPERTY**

This NOTICE OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND OTHER PROPERTY, dated as of August 31, 2006 (this "Notice"), is made by and among CALIFORNIA TAN, INC., a Delaware corporation ("*California Tan*"), CALIFORNIA TAN HOLDING CORP., a Delaware corporation ("*Holding*"), and DARK HORSE INDUSTRIES, INC., a California corporation (together with California Tan and Holding, each individually a "*Grantor*", and collectively the "*Grantors*"), in favor of PARADOX ORIGINATION FUNDING LLC, a Delaware limited liability company, as agent ("*Agent*") for the benefit of itself and the Lenders (as defined in the Intellectual Property Security Agreement referred to below, in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, Grantors are party to a Loan and Security Agreement of even date herewith among Grantors, the Lenders parties thereto and Agent (as the same may be amended, modified, supplemented or restated from time to time, the "*Loan and Security Agreement*") and an Intellectual Property Security Agreement of even date herewith among Grantors and the Agent (as the same may be amended, modified, supplemented or restated from time to time, the "*Intellectual Property Security Agreement*");

WHEREAS, pursuant to the Loan and Security Agreement and Intellectual Property Security Agreement, Grantors have executed and delivered this Notice for the purpose of recording and confirming the grant of the security interest of the Agent and the Lenders in the Collateral (as defined below) with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein and in the Security Agreement and Intellectual Property Security Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Agent, on its own behalf and on behalf of the Lenders (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Intellectual Property Security Agreement and used herein have the meaning given to them in the Intellectual Property Security Agreement. When used in this Notice, the following terms shall have the following meanings (such meanings being equally applicable for the singular and plural forms of the terms defined):

"*Copyright License*" means any written agreement to which any Grantor is now or hereafter a party (whether as a licensor or licensee), or in which any Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any right in or to any Copyright or Copyright registration including, without limitation, licenses pursuant to which any Grantor has obtained the exclusive right to use a Copyright owned by a third party, a sublicense to use a Copyright, a distribution agreement regarding copyrighted works and the right to prepare for sale, sell or offer or advertise for sale, any of the works now or hereafter owned by any Grantor and now or hereafter covered by such license agreements.

"Copyrights" means all of the following in which any Grantor now holds or hereafter acquires any right, title or interest, or which is now or hereafter licensed or sublicensed to any Grantor: (a) all copyrights, whether registered or unregistered, held or existing pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) any continuations, renewals or extensions of any copyright; (d) any registrations to be issued in any pending applications; (e) any prior versions of works covered by copyright and all works based upon, derived from or incorporating such works; (f) any original embodiments of a work that are necessary for the manufacture or production of a copyrighted work including, without limitation, molds, master tapes, master film reels, master CDs, master DVDs, master disks or other master magnetic or electronic media; (g) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (h) any rights to sue for past, present and future infringements of any copyright; and (i) any other rights corresponding to any of the foregoing rights throughout the world.

"License" means any Copyright License, Patent License, Trademark License or other license of trade secrets to which any Grantor is now or hereafter a party (whether as a licensor or licensee), or in which any Grantor now holds or hereafter acquires any right, title or interest.

"Litigation" means any suits, actions, proceedings (administrative, judicial or in arbitration, mediation or alternative dispute resolution), claims or counterclaims for infringement, misappropriation, or other violation of any of the Copyrights, Patents, Trademarks and/or Licenses.

"Patent License" means any written agreement to which any Grantor is now or hereafter a party (whether as a licensor or licensee), or in which any Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any right with respect to any Patent, including, without limitation, licenses pursuant to which any Grantor has obtained the exclusive right to use a Patent owned by a third party, a sublicense to use a Patent, a distribution agreement regarding one or more patented products or processes and the right to prepare for sale, sell or offer or advertise for sale, all of the products or processes now or hereafter owned by any Grantor and now or hereafter involving any Patent covered by such license agreements.

"Patents" means all of the following in which any Grantor now holds or hereafter acquires any right, title or interest, or which is now or hereafter licensed or sublicensed to any Grantor: (a) all United States or foreign patents (including, without limitation, utility, design and plant patents), all registrations and recordings thereof and all applications for United States or foreign patents, including, without limitation, registrations, recordings and applications 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; (b) all reissues, divisions, continuations, renewals, continuations in part or extensions of any patent; (c) all petty patents, divisionals and patents of addition; (d) all patents to issue in any such applications; (e) all means of manufacturing goods or offering services, including, without limitation, trade secrets, formulas, customer lists,

manufacturing processes, mask works, molds, designs, plans and prototypes; (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to patents, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (g) any rights to sue for past, present and future infringements of any patent.

“Secured Obligations” means all obligations of each Grantor of any kind under or in connection with this Notice, the Intellectual Property Security Agreement, the Loan and Security Agreement and the other Paradox Term Documents now or hereafter existing including, without limitation, all fees, costs and expenses hereunder or thereunder.

“Trademark License” means any written agreement to which any Grantor is now or hereafter a party (whether as a licensor or licensee), or in which any Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Trademark (whether such Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which any Grantor has obtained the exclusive right to use a Trademark owned by a third party, a sublicense to use a Trademark, a distribution agreement relating to goods or services covered by one or more Trademarks and the right to prepare for sale, sell or offer or advertise for sale, all of the goods or services now or hereafter owned by any Grantor and now or hereafter involving any Trademark covered by such license agreements.

“Trademarks” means any of the following in which any Grantor now holds or hereafter acquires any right, title or interest, or which is now or hereafter licensed or sublicensed to any Grantor: (a) any United States or foreign trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications 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 (collectively, the **“Marks”**); (b) any reissues, extensions or renewals of any Marks; (c) the goodwill of the business symbolized by or associated with the Marks; (d) all domain names; (e) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement; and (f+) any rights to sue for past, present and future infringements of the Marks.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantors to the Agent (for its own benefit and the benefit of the Lenders) under the Loan and Security Agreement and the Intellectual Property Security Agreement, and as further collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations, each Grantor hereby grants to Agent (for its own benefit and the benefit of the Lenders) a security interest in all of such Grantor's right, title and interest, if any, in, to and under the following, whether now owned or existing or hereafter arising or acquired and wheresoever located (collectively, the **“Collateral”**):

(a) All Copyrights, Patents and Trademarks, including, without limitation, the Copyrights, Patents and Trademarks, and the issuances, registrations and applications therefor, listed in Schedule A, all Licenses including, without limitation, the Licenses listed in Schedule B and any presently pending Litigation including, without limitation, the Litigation listed in Schedule C;

(b) The accounts listed in Schedule F and all monies and other property deposited in such accounts; and

(c) To the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of each of the foregoing.

(d) Notwithstanding the foregoing, the "Collateral" shall exclude:

(i) any Grantor's rights or interests in any license of software by a third party to a Grantor to the extent, but only to the extent, that such a grant would, under applicable law, result in a breach of the terms of, or constitute a default under, such license (provided, however, that "Collateral" shall include at all times any products and proceeds of any such license of software); or

(ii) any "intent to use" Trademark application filed in the United States Patent and Trademark Office for which a statement of use has not been filed (but only until such statement is filed); provided, however, that "Collateral" shall include any common law rights with respect to any Trademark described in or subject to such "intent to use" application.

SECTION 3. Intent. This Notice is being executed and delivered by the Grantors for the purpose of recording and confirming the grant of the security interest of the Agent in the Collateral with the United States Patent and Trademark Office. It is intended that the security interest granted pursuant to this Notice is granted in conjunction with, and not in addition to or limitation of, the security interest granted to the Agent, for its own benefit and the benefit of the Lenders, under the Loan and Security Agreement and the Intellectual Property Security Agreement. All provisions of the Loan and Security Agreement and the Intellectual Property Security Agreement shall apply to the Collateral. In the event of a conflict between this Notice and the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Notice.

[SIGNATURE PAGE FOLLOWS]

Agreed to and accepted this 31st day of August 2006

CALIFORNIA TAN, INC.

By: Christa Cole

Printed Name: Christa Cole

Title: Secretary

CALIFORNIA TANHOLDING CORP.

By: Christa Cole

Printed Name: Christa Cole

Title: Secretary

DARK HORSE INDUSTRIES, INC.

By: Christa Cole

Printed Name: Christa Cole

Title: Secretary

PARADOX ORIGINATION FUNDING LLC,
as agent under the Loan and Security Agreement


By: 
Name: James M. Vance
Title: Vice President

EXHIBIT A
United States Trademarks

California Tan, Inc.

	Trademark	Country	Serial Number	Status	Registration Number	Date Filed
1.	ABANDON	US	75/504649	R	2363714	6/18/1998
2.	ACCOMPLICE	US	76/251882	R	2735334	5/4/2001
3.	ACRYLISAFE	US	78/163461	R	2849422	9/12/2002
4.	AGAVE NECTAR	US	75/629486	R	2437514	1/28/1999
5.	AGAVE TWISTER	US	76/255510	R	2671309	5/11/2001
6.	ALMOND SPICE	US	75/535234	R	2594600	8/12/1998
7.	AMBROSIA	US	75/912646	R	2646423	2/8/2000
8.	ARCTIC FEVER	US	78/124540	R	2856755	4/26/2002
9.	AUTOBRONZER	US	78/484400	P	N/A	9/15/2004
10.	BALI	US	74/131260	R	1762294	1/17/1991
11.	BARING IT ALL	US	78/229329	R	2849772	3/24/2003
12.	BATH 360	US	78/163425	R	3007747	9/5/2002
13.	BED SHINE	US	78/163403	R	2846594	9/12/2002
14.	BODY DETAILING IN UNDER 4 MINUTES	US	78/372630	P	N/A	2/24/2004
15.	BOTTLED BLONDE	US	78/378554	R	2974570	3/4/2004
16.	BRONZEXTEND	US	76/277520	R	2614888	6/27/2001
17.	BUTTER	US	76/277523	R	2671385	6/27/2001
18.	BUTTER	US	75/247473	R	2139877	2/25/1997
19.	C1FX	US	78/227764	R	2902381	3/19/2003
20.	C2FX	US	78/227762	R	3042435	3/19/2003
21.	CAL CARE	US	78/141787	R	2986073	7/8/2002
22.	CAL CARE CLEAN CAL CARE	US	76/452016	P	N/A	9/24/2002
23.	PROFESSIONAL CLEANING SYSTEM	US	76/452015	R	2856511	9/24/2002
24.	CAL TAN	US	1142238	R	TMA600839	6/3/2002

	Trademark	Country	Serial Number	Status	Registration Number	Date Filed
25.	CALIFORNIA SPA	US	74/057765	R	1697287	5/10/1990
26.	CALIFORNIA TAN	US	73/687315	R	1487357	10/1/1987
27.	CALIFORNIA TAN LAMPS	US	N/A	P	N/A	9/30/2005
28.	CALIFORNIA TAN SUNLESS	US	78/530892	P	N/A	12/10/2004
29.	CALIFORNIA TAN WAVE DESIGN	US	74/171420	R	1717376	5/30/1991
30.	CAPPUCCINO	US	75/444221	R	2433839	3/4/1998
31.	CARAMEL SPICE	US	75/433464	R	2468118	2/12/1998
32.	CHILLIN' WITH THE BOYS	US	76/545748	R	2899049	9/22/2003
33.	CLASSIC RAGE	US	74/404570	R	1851257	6/18/1993
34.	COCONUT COLADA	US	76/255996	R	2620577	5/11/2001
35.	COMMENCE	US	75/247472	R	2303167	2/25/1997
36.	CT SEVEN	US	78/425513	P	N/A	5/26/2004
37.	CT SEVEN SMILE	US	78/626040	P	N/A	5/9/2005
38.	CU02	US	75/145646	R	2115632	8/6/1996
39.	CUSTOMBRONZER	US	78/484363	P	N/A	9/15/2004
40.	DARK KICKIN' ALE	US	78/122994	R	2770372	4/19/2002
41.	DARK 'N DAZED	US	78/122995	R	2770373	4/19/2002
42.	DARK SEXY TAN	US	75/912643	R	2541412	2/8/2000
43.	DEEP KARMA	US	78/518925	P	N/A	11/17/2004
44.	DEVELOP	US	75/310637	R	2219693	6/17/1997
45.	DISCOVER BEAUTY BEYOND THE SUN	US	78/694578	P	N/A	8/17/2005
46.	EMERALD BAY	US	75/461950	R	2433851	4/3/1998
47.	EMERALD BAY AND DESIGN	US	76/287618	R	2617751	7/19/2001
48.	EMERALD BAY BRONZING BLIZZARD	US	78/396657	P	N/A	4/5/2004
49.	EMERALD BAY FIERY PAPAYA SPREAD	US	75/683321	R	2547838	4/15/1999
50.	EMERALD BAY PAPAYA SPREAD	US	75/649008	R	2518013	2/26/1999
51.	EMERALD BAY SIMMERING SUGAR CANE GLAZE	US	75/697314	R	2458190	5/4/1999
52.	EMERALD BAY TANNING TEQUILA	US	76/258812	R	2617561	5/16/2001

	Trademark	Country	Serial Number	Status	Registration Number	Date Filed
53.	ENTRANCE	US	75/549696	R	2386312	9/8/1998
54.	ENVY MY DRAMATIC DARKNESS	US	78/224372	R	2849752	3/11/2003
55.	ENVY MY FORBIDDEN FIRE	US	78/372651	R	3006602	2/24/2004
56.	EXPERIENCE A GOLDEN STATE	US	78684739	R	3120296	8/3/2005
57.	EXPOSURE	US	74/436122	R	1845318	9/14/1993
58.	EZ-DOSE-IT	US	78/163415	R	2893865	9/12/2002
59.	FEROCIOUS	US	75/569257	R	2585700	10/13/1998
60.	FORBIDDEN	US	75/663706	R	2518036	3/19/1999
61.	FUSION	US	75/674793	R	2321828	4/6/1999
62.	GANJA	US	78/124278	R	2856753	4/25/2002
63.	GET BRONZE!	US	78/661077	P	N/A	6/29/2005
64.	GET DARK!	US	78/626035	P	N/A	5/9/2005
65.	GINGER SPICE	US	78/124541	R	2849266	4/26/2002
66.	GIVIN' LIP	US	78/378120	R	2974567	3/3/2004
67.	GREASE	US	75/314191	R	2203324	6/24/1997
68.	HEAT SHOCK	US	76/251898	R	2727850	5/4/2001
69.	HEAVY DUTY	US	75/273141	R	2211768	4/7/1997
70.	HEAVY DUTY TANNING OIL	US	75/315408	R	2269587	6/26/1997
71.	HELIODERM	US	74/274517	R	1825708	5/11/1992
72.	HELIO THERAPY	US	74/274518	R	1839788	5/11/1992
73.	HELIO THERAPY	US	76/643405	P	N/A	6/25/2005
74.	HEMPOLOGY	US	78/381573	R	2974588	3/10/2004
75.	HOT ACTION COMPLEX	US	76/277054	R	2741057	6/27/2001
76.	HOT CHOCOLATE	US	76/231007	R	2945440	3/27/2001
77.	HYPNOTIZE	US	78/210389	P	N/A	2/3/2003
78.	HYSTERIA	US	78/210385	R	3077322	2/3/2003
79.	ILLUMINATE	US	75/486109	R	2601402	5/15/1998
80.	INSURANCE	US	74/304138	R	1765485	8/11/1992

	Trademark	Country	Serial Number	Status	Registration Number	Date Filed
81.	IST	US	75/265731	R	2206192	3/28/1997
82.	JUST FACES	US	74/193864	R	1775679	8/12/1991
83.	KAMIKAZI KOOLER	US	78/218893	R	2968291	2/25/2003
84.	L.I.P.	US	76/255995	R	2891544	5/11/2001
85.	LIPO B	US	75/599631	R	2601496	12/4/1998
86.	LIQUIDOX	US	78/397089	R	3007971	4/6/2004
87.	LUXURIOUS TANNING TEMPTATIONS	US	75/597191	R	2517922	11/30/1998
88.	MARGARITA MADNESS	US	76/251885	R	2738059	5/4/2001
89.	MATAHARI	US	75/504650	R	2457755	6/18/1998
90.	MAXIMIZER	US	715709	R	TMA419918	10/28/1992
91.	MAYHEM	US	78/598143	R	3,113,145	3/30/2005
92.	MELABRONZE	US	76/277078	R	2676736	6/27/2001
93.	MELEATYROSINE	US	75/549693	R	2418073	9/8/1998
94.	MINX	US	78/583560	P	N/A	3/9/2005
95.	MOBILEBRONZER	US	78/705636	P	N/A	9/1/2005
96.	MOJO DARKENING SAUCE	US	76/251897	R	2727849	5/4/2001
97.	PEEPERS	US	74/193865	R	1798531	8/12/1991
98.	PRO-SPECS	US	78/476647	R	3015422	8/31/2004
99.	PRO-VITASUN	US	76/277056	P	N/A	6/27/2001
100.	PURE CHOCOLATE	US	76/255629	P	N/A	5/11/2001
101.	PURE SUTRA	US	78/583692	P	N/A	3/9/2005
102.	PURIFEYES	US	78/163558	R	2902261	9/12/2002
103.	RADICAL RAIN	US	78/163441	R	3007748	9/12/2002
104.	RAGE	US	74/389974	R	1854390	5/13/1993
105.	READY TO WEAR	US	78/598157	P	N/A	3/30/2005
106.	RICH LIFTING COMPLEX	US	76/277055	R	2680008	6/27/2001
107.	ROYAL JAMAICAN HEMP	US	75/690625	R	2458176	4/26/1999
108.	RUM ON THE ROCKS	US	78/232196	R	3002586	3/31/2003

	Trademark	Country	Serial Number	Status	Registration Number	Date Filed
109.	SOLMATE	US	74/652842	R	2375551	3/29/1995
110.	SPIKED BUTTER	US	78/124542	R	2849267	4/26/2002
111.	SPONTANEOUS COMBUSTION	US	78/210386	P	N/A	2/3/2003
112.	SUB ZERO	US	75/322477	R	2211877	7/10/1997
113.	SUDDENLY SOBER	US	78/535805	R	3115270	12/20/2004
114.	SUDDENLY SUN	US	75/766287	R	2582874	8/2/1999
115.	SULTRY SEXY TAN	US	78/124544	R	2896302	4/26/2002
116.	SUMMER ILLUSION	US	74/699521	R	2019962	7/7/1995
117.	SUN HEMP	US	75/597188	R	2628571	11/30/1998
118.	SUNBURST SORBET	US	76/251883	R	2743569	5/4/2001
119.	SUNSETS	US	75/684000	R	2588920	4/16/1999
120.	TAN & TONE LEGS	US	74/589893	R	2067540	10/24/1994
121.	TAN 'N TONIC	US	78/503180	R	N/A	10/20/2004
122.	TAN TOWERS	US	78/603242	P	N/A	4/6/2005
123.	TANNING TOWERS THE POSITIVE EFFECTS OF THE	US	78/611345	P	N/A	4/18/2005
124.	SUN	US	74/313062	R	1846093	9/11/1992
125.	THERMABRONZE	US	76/277522	R	2614890	6/27/2001
126.	THERMOSLIM	US	76/277524	R	2614891	6/27/2001
127.	TOASTED TWISTER	US	78/218834	R	2852068	2/25/2003
128.	TOTAL IMMERSION	US	76/251884	R	2776285	5/4/2001
129.	TOTAL SUBMERSION	US	78/124543	R	2787607	4/26/2002
130.	TOUCH OF BALI LOGO	US	75/388812	R	2409044	11/12/1997
131.	TOWEL FRESH	US	78/163473	R	2949697	9/12/2002
132.	TOWELGENIC	US	78/163448	P	N/A	9/5/2002
133.	TRF2000	US	76/277072	R	2739591	6/27/2001
134.	TROPICAL EXPOSURE	US	74/405234	R	1827151	6/22/1993
135.	TROPICAL FEVER	US	74/403737	R	1856162	6/17/1993
136.	TROPICAL FUSION	US	74/403738	R	1856163	6/17/1993

	Trademark	Country	Serial Number	Status	Registration Number	Date Filed
137.	TROPICAL RAGE	US	74/304133	R	1870949	8/11/1992
138.	UNISON	US	74/652841	R	2076134	3/29/1995
139.	UNISON BOTTLE DESIGN	US	75/046455	R	2100488	6/30/1997
140.	UNISON BOTTLE DESIGN (COLOR INDICATED)	US	75/050954	R	2102394	1/22/1996
141.	UNISON DESIGN	US	75/049060	R	2083218	1/26/1996
142.	UNISON DESIGN IN COLOR	US	75/049109	R	2083219	1/26/1996
143.	VENGEANCE	US	74/589900	R	2130864	10/24/1994
144.	VENGEANCE	US	75/149431	R	2081529	8/13/1996
145.	VHO	US	74/652843	R	2012779	3/29/1995
146.	VITATAN	US	74/586914	R	2105680	10/18/1994
147.	WICKED ELIXIR	US	75/652144	R	2518019	3/20/1999
148.	X ENDURANCE	US	78/226609	S	N/A	3/17/2003
149.	X POWER	US	78/167973	R	2890188	9/25/2002
150.	X SPEED	US	78/167978	R	3006356	9/25/2002
151.	XTREME TANNING CATALYST	US	78/168408	R	2915116	9/25/2002
152.	ZOE	US	75/402187	R	2714781	12/8/1997
153.	ZOEFACE	US	75/429859	R	2207345	2/6/1996

R = Registered

P = Pending