

## 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
Dark Horse Industries, Inc.		08/31/2006	CORPORATION: CALIFORNIA

## 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: 6

Property Type	Number	Word Mark
Serial Number:	78825735	CHOCO-LATTA-LOVE
Serial Number:	78825724	DARK 'TIL DAWN
Serial Number:	78825715	GUILTY PLEASURE
Serial Number:	78583701	DEEP SUTRA
Serial Number:	78871568	MOJO DARK BRONZING SAUCE
Serial Number:	78875876	SHIVER

## 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.

Address Line 2: 3rd Fl.

OP \$165.00 78825735

900057459

TRADEMARK  
REEL: 003385 FRAME: 0022

Address Line 4: Los Angeles, CALIFORNIA 90066

ATTORNEY DOCKET NUMBER:

PARADOX SECURITY DARK HRS

NAME OF SUBMITTER:

Christa Cole

Signature:

/christa cole/

Date:

09/07/2006

**Total Attachments: 7**

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**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 and 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 31<sup>st</sup> day of August 2006

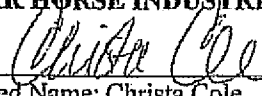
**CALIFORNIA TAN, INC.**

By:   
Printed Name: Christa Cole  
Title: Secretary


**CALIFORNIA TAN HOLDING CORP.**

By:   
Printed Name: Christa Cole  
Title: Secretary

**DARK HORSE INDUSTRIES, INC.**

By:   
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**

**Dark Horse Industries, Inc.**

<b>Trademark</b>	<b>Country</b>	<b>Serial Number</b>
CHOCO-LATTA-LOVE	US	78/825735
DARK 'TIL DAWN	US	78/825724
GUILTY PLEASURE	US	78/825715
DEEP SUTRA	US	78/583701
MOJO DARK BRONZING SAUCE	US	78/871568
SHIVER	US	78/875876

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