

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Desert Sun Marks, LLC		12/04/2006	LIMITED LIABILITY COMPANY: WASHINGTON

RECEIVING PARTY DATA

Name:	Desert Sun Franchising, Inc.
Street Address:	13800 Senlac Drive, Suite 200
City:	Farmers Branch
State/Country:	TEXAS
Postal Code:	75234
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2242039	DESERT SUN
Registration Number:	3016136	DESERT SUN
Registration Number:	3079312	DESERT SUN
Registration Number:	3068309	DESERT SUN
Registration Number:	3131184	GET NAKED. GET TAN. GET LUCKY.
Registration Number:	3171130	MISS DESERT SUN
Registration Number:	3171131	MISS DESERT SUN
Registration Number:	3171127	DESERT SUN
Registration Number:	3171132	DESERT SUN
Serial Number:	78888303	DESERT SUN TANNING SALONS

CORRESPONDENCE DATA

Fax Number: (214)999-3623

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

OP \$265.00 2242039

Phone: 214-999-4487
Email: jfulmer@gardere.com, ip@gardere.com
Correspondent Name: GARDERE WYNNE SEWELL/Jason R. Fulmer
Address Line 1: 1601 Elm Street, Suite 3000
Address Line 2: IP SECTION
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	122465-9
NAME OF SUBMITTER:	Jason R. Fulmer
Signature:	/Jason R. Fulmer/
Date:	12/22/2006

Total Attachments: 6

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is made as of December 4, 2006, by and among Desert Sun Franchising, Inc., a Delaware corporation ("Assignee"), Desert Sun Marks, LLC, a Washington limited liability company ("DSML") and Desert Sun Net, LLC, a Washington limited liability company (Desert Sun Net and DSML, together, "Assignors"). (Assignors and Assignee are referenced herein individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement dated as of December 4, 2006 (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignors sold, assigned, transferred, conveyed, and delivered to Assignee all of Assignors' rights and interests in the Assigned Intangible Property (as defined in the Asset Purchase Agreement), including the domain names set forth in **SCHEDULE A** attached hereto (collectively, the "Domain Names") and the trademarks, trade names, and corresponding applications and registrations set forth in **SCHEDULE B** attached hereto (collectively, the "Marks");

WHEREAS, the Parties desire to memorialize the assignment, transfer and conveyance of the Domain Names and Marks from Assignors to Assignee in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **ASSIGNMENT**. Assignors hereby sell, assign, transfer, convey and deliver to Assignee, all of Assignors' rights, title and interest in, to, and under the Domain Names and the Marks, together with the goodwill associated therewith, and in and to all income, royalties, damages, claims and payments which accrue after the Closing Date (defined in the Asset Purchase Agreement) with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said Domain Names and Marks, and in and to all rights corresponding to the foregoing throughout the world. Such rights, title and interest shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors and assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made.

2. **FURTHER ASSURANCES**. Assignors shall execute and deliver to Assignee all such further instruments, assignments, assurances and other documents as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee all rights in and to the Domain Names and the Marks.

3. **CONTROL OF DOMAIN NAMES**. Assignors shall reasonably assist Assignee in transferring control of the Domain Names to Assignee, or its designee, and shall authorize the

transfer of the Domain Names from Assignors' present registrar to the Assignee's designated registrar or account.

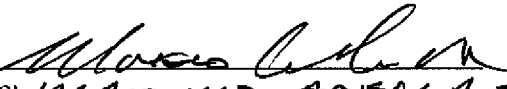
4. **COUNTERPARTS.** This Assignment may be executed in counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[Remainder of page left intentionally blank.]


IN WITNESS WHEREOF, the Parties have executed this Assignment to be effective as of the date first above written.

ASSIGNORS:

Desert Sun Net, LLC

By: 
Name: MAXIMO ANSOLA III FOR WXA
Title: MANAGER

Desert Sun Marks, LLC

By: 
Name: MAXIMO ANSOLA III
Title: MANAGER

ASSIGNEE:

Desert Sun Franchising, Inc.

By: _____
Jerome L. Trojan III
Chief Financial Officer

IN WITNESS WHEREOF, the Parties have executed this Assignment to be effective as of the date first above written.

ASSIGNORS:

Desert Sun Net, LLC

By: _____
Name: _____
Title: _____

Desert Sun Marks, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

Desert Sun Franchising, Inc.

By:  _____
Jerome L. Trojan III
Chief Financial Officer

SCHEDULE A**DOMAIN NAMES**

DOMAIN NAME	EXPIRATION DATE	REGISTRANT
MISSDESERTSUN.COM	January 7, 2007	Desert Sun Net, LLC 27317 Maple Valley Black Diamond Road Maple Valley, WA 98038
DESERTSUNTANNINGSALONS.COM	January 31, 2008	Desert Sun Net, LLC PO Box 8470 Covington, WA 98042
DESERTSUNTANNING.COM	June 17, 2007	Desert Sun Net, LLC 27317 Maple Valley Black Diamond Road Maple Valley, WA 98038
DESERTSUNSALONS.COM	September 16, 2007	Desert Sun Net, LLC 22017 SE Wax Rd Suite 200B Maple Valley, WA 98038
DESERTSUNCORP.COM	June 22, 2011	Desert Sun Net, LLC PO Box 8470 Covington, WA 98042
DSTSALONS.COM	June 12, 2007	Desert Sun Net, LLC 27317 Maple Valley Black Diamond Road Maple Valley, WA 98038

TRADEMARK**REEL: 003450 FRAME: 0316**

SCHEDULE B

TRADEMARKS AND TRADE NAMES

MARK	REGISTRATION	SERIAL	OWNER/APPLICANT
DESERT SUN	2242039	75339357	Desert Sun Marks, LLC
DESERT SUN	3016136	78259065	Desert Sun Marks, LLC
DESERT SUN	3079312	78599553	Desert Sun Marks, LLC
DESERT SUN	3068309	78599566	Desert Sun Marks, LLC
GET NAKED. GET TAN. GET LUCKY.	3131184	78591275	Desert Sun Marks, LLC
MISS DESERT SUN	3171130	78754530	Desert Sun Marks, LLC
MISS DESERT SUN	3171131	78754582	Desert Sun Marks, LLC
DESERT SUN AND DESIGN	3171127	78753587	Desert Sun Marks, LLC
DESERT SUN AND DESIGN	3171132	78754599	Desert Sun Marks, LLC
DESERT SUN TANNING SALONS ¹	N/A	78888303	Desert Sun Marks, LLC

¹ This mark is the subject of an Office Action pending with the USPTO. See Schedule 1.1(z) to the Asset Purchase Agreement.