

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ETS, Inc.		12/27/2007	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wachovia Bank, National Association		
<b>Street Address:</b>	1525 West W.T. Harris Boulevard NC0680		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1918782	PERFECT SUN	
Registration Number:	3259408	REJUVASUN	
Registration Number:	2565733	STARPOWER	
Registration Number:	1574703	SUNQUEST	
Registration Number:	2006743	SUNVISION	
Registration Number:	3143241	SUNVISION ELITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	704 331 5792		
<b>Email:</b>	dmillard@kennedycovington.com		
<b>Correspondent Name:</b>	Karl S. Sawyer, Jr.		
<b>Address Line 1:</b>	214 N Tryon St., Hearst Tower 47th Floor		
<b>Address Line 2:</b>	Kennedy Covington Lobdell & Hickman, LLP		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		

OP \$165.00 1918782

ATTORNEY DOCKET NUMBER:	13567.193WACHLEVFINANCE
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/Karl S. Sawyer, Jr./
Date:	01/04/2008
Total Attachments: 4 source=TMSA ETS Inc to WachBankNA#page1.tif source=TMSA ETS Inc to WachBankNA#page2.tif source=TMSA ETS Inc to WachBankNA#page3.tif source=TMSA ETS Inc to WachBankNA#page4.tif	

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of December 27, 2007 by and between ETS, INC., an Indiana corporation (the "Grantor"), having its chief executive office at 7445 Company Drive, Indianapolis, IN 46237, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Boulevard, NC0680, Charlotte, North Carolina 28262 for the ratable benefit of the Secured Parties, as defined in the Credit Agreement, dated as of December 27, 2007 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between New Sunshine, LLC, as the Borrower (the "Borrower"), the banks and other financial institutions from time to time party thereto and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of December 27, 2007 by and among Borrower, certain of its Subsidiaries party thereto, including the Grantor and the Administrative Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark, described on Schedule A;
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark described on Schedule A or (b) injury to the goodwill associated with any Trademark; and
- (iii) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

ETS, INC., as Grantor

By: [Signature]  
Name: James S. Adams  
Title: Treasurer

ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF MARION

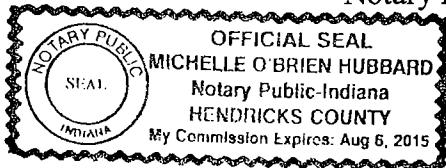
I, Michelle O'Brien Hubbard, a Notary Public for said County and State, do hereby certify that James S. Adams personally appeared before me this day and stated that he is the Treasurer of ETS, Inc. and acknowledged, on behalf of ETS, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 27<sup>th</sup> day of December, 2007.

[Signature]

Notary Public

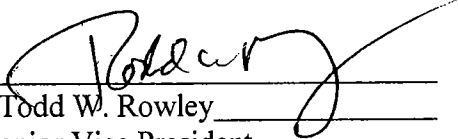
My commission expires:  
\_\_\_\_\_



[Signature Pages Continue]

Agreed and Accepted as of the  
27<sup>th</sup> day of December, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Todd W. Rowley  
Title: Senior Vice President

Schedule A to Trademark Security Agreement

**TRADEMARKS**

	<u>Owner</u>	<u>Trademark</u>	<u>Filing Date</u>	<u>Serial #</u>	<u>Status</u>	<u>Registration Date</u>	<u>Registration #</u>
1.	ETS, Inc.	PERFECT SUN	10/29/1993	74/456,075	Registered	9/12/1995	1,918,782
2.	ETS, Inc.	REJUVASUN	8/31/2005	78/704,118	Registered	7/03/2007	3,259,408
3.	ETS, Inc.	STARPOWER	8/17/1999	75/777,851	Registered	4/30/2002	2,565,733
4.	ETS, Inc.	SUNQUEST	5/11/1989	73/799,297	Registered	1/02/1990	1,574,703
5.	ETS, Inc.	SUNVISION	8/04/1994	74/557,074	Registered	10/08/1996	2,006,743
6.	ETS, Inc.	SUNVISION ELITE	9/30/2004	78/492,008	Registered	9/12/2006	3,143,241

4812-4441-8562.01