

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
Sun & Skin Care Research, Inc.		08/13/2008	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	Keybank National Association
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: OHIO

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3295336	SPLASH & DISCOVER
Registration Number:	3262429	SUN PALS
Registration Number:	2329957	NO-AD AROMA BATH & SHOWER THERAPY
Registration Number:	2286720	NO-AD
Registration Number:	2224283	NO-ADDICTION
Registration Number:	2293449	NO-AD BABIES
Registration Number:	2082581	
Registration Number:	2082580	
Registration Number:	2082579	
Registration Number:	2082578	
Registration Number:	2082577	
Registration Number:	2082576	
Registration Number:	1674732	
Registration Number:	0799637	NO-AD

OP \$365.00 3295336

CORRESPONDENCE DATA

Fax Number: (216)566-5800

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

Email: amy.boukair@thompsonhine.com

Correspondent Name: Andrew Turscak, Jr. c/o Thompson Hine LL

Address Line 1: 127 Public Square

Address Line 2: 3900 Key Center

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	066410.00008
NAME OF SUBMITTER:	Andrew Turscak Jr.
Signature:	s/Andrew Turscak Jr./
Date:	08/21/2008

Total Attachments: 10

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (as the same may from time to time be amended, restated, or otherwise modified, the "Security Agreement") is made as of this 13th day of August 2008 by **SUN & SKIN CARE RESEARCH, INC.** ("Grantor" or "S&S") in favor of **KEYBANK NATIONAL ASSOCIATION** ("Secured Party" or "KeyBank," and together with Grantor, the "Parties").

RECITALS

WHEREAS, S&S entered into a certain Asset Purchase Agreement dated as of July 21, 2008 (the "APA") with Solar Cosmetic Labs, Inc. (the "Debtor"), Debtor in Case No. 08-15793 in the United States Bankruptcy Court for the Southern District of Florida (the "Court");

WHEREAS, the Court entered an order dated as of July 31, 2008 (the "Sale Order") approving the APA;

WHEREAS, pursuant to the APA and the Sale Order, S&S purchased certain Assets (as defined in the APA and Sale Order) from the Debtor for good and valuable consideration as set forth therein, including the Purchase Price (as defined in the APA and Sale Order);

WHEREAS, further pursuant to the APA and the Sale Order, the sale of Assets vests in S&S all right, title, and interest of the Debtor to the Assets, free and clear of all liens, claims, rights, interests, and encumbrances of any kind or nature whatsoever; expressly provided, however, that notwithstanding the foregoing, KeyBank, as pre- and post-petition lender to the Debtor, retains its pre- and post-petition liens on the Assets until such time as S&S has paid the Purchase Price for the Assets in full;

WHEREAS, further pursuant to the APA and the Sale Order, proceeds of the Purchase Price shall be paid to KeyBank;

WHEREAS, further pursuant to the APA and the Sale Order, in order to effectuate the retention of KeyBank's liens against the Assets, it is a condition precedent to the closing of the APA that S&S, as Grantor, shall execute and deliver to KeyBank, as Secured Party, a Security Agreement in form and substance acceptable to KeyBank, granting to KeyBank a security interest in the Assets to secure payment in full of the Purchase Price; and

WHEREAS, Grantor and Secured Party have agreed that the execution and delivery of this Security Agreement shall satisfy the requirements of the APA and the Sale Order for the provision of security in favor of KeyBank for the performance by S&S referred to in the recitals above;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Grant of Security Interest by Grantor to Secured Party; Certain Rights of Secured Party. Grantor hereby gives and grants to Secured Party a security interest in all right, title and interest of Grantor in and to the Assets, as described on Schedule I hereto, and all accessions thereto and replacements and proceeds thereof, in all cases whether now existing or

hereafter acquired or arising (collectively, the "Collateral"), to secure full and timely performance by Grantor of its obligations under the APA and the Sale Order, specifically, payment of the full amount of the Purchase Price (the "Secured Obligations"). Grantor further specifically agrees that:

a. At any time after the occurrence and during the continuation of any material breach by Grantor of the APA or this Security Agreement, Secured Party shall have the right to take control of the Collateral or any part thereof to the extent reasonably determined by Secured Party to be necessary or desirable, and Secured Party shall have the right to carry out such maintenance and other operations as are necessary or desirable in connection therewith, directly or through third parties selected by Secured Party that are reasonably qualified to perform the same, with Grantor being liable to Secured Party for all expenses, losses, and damages sustained by Secured Party and caused by such material breach of the APA or this Security Agreement by Grantor to the extent provided under the APA, this Security Agreement, and applicable law.

b. At any time after the occurrence and during the continuation of any material breach by Grantor of the APA or this Security Agreement, Secured Party shall have the rights and remedies, and the duties and obligations, of a secured party under the Florida Uniform Commercial Code as in effect from time to time (the "UCC"), including, without limitation, the right to use, sell or lease all or part of the Collateral at public or private sale in accordance with the applicable requirements of Article 9 of the UCC. Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

c. Any cash held by or on behalf of Secured Party and all cash proceeds received by or on behalf of Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of Secured Party, be held by Secured Party as collateral for, and/or then or at any time thereafter applied in whole or in part by Secured Party against all or any part of the Secured Obligations in the following manner: (i) first, paid to Secured Party for any amounts of the Secured Obligations then owing, and (ii) second, any surplus of such cash or cash proceeds held by or on behalf of Secured Party and remaining after payment in full of all the Secured Obligations shall be paid over to Grantor or to whomsoever may be lawfully entitled to receive such surplus.

Section 2. Representations and Warranties. Grantor represents and warrants as follows:

a. Grantor's exact legal name, location, chief executive office, type of organization, jurisdiction of organization and organizational identification number are set forth on Schedule II hereto.

b. Grantor is the legal and beneficial owner of the Collateral granted or purported to be granted by it free and clear of any lien, claim, option or right of others, except for the security interest created under this Security Agreement and/or the APA and the Sale Order. No effective

financing statement or other instrument similar in effect covering all or any part of such Collateral or listing Grantor or any trade name of Grantor as debtor is on file in any recording office, except such as may have been filed in connection with this Security Agreement.

c. This Security Agreement creates in favor of Secured Party a valid security interest in the Collateral granted by Grantor, securing the payment of the Secured Obligations, and such security interest is first priority.

Section 3. Further Assurances. Grantor hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, including, without limitation, one or more financing statements indicating that such financing statements cover all assets or all personal property (or words of similar effect) of Grantor, regardless of whether any particular asset described in such financing statements falls within the scope of the UCC or the granting clause of this Security Agreement. A photocopy or other reproduction of this Security Agreement shall be sufficient as a financing statement where permitted by law. Grantor will do, execute, acknowledge, deliver, record, file, and register any and all such further acts, certificates, assurances and other instruments and documents as Secured Party may reasonably require from time to time in order to carry out the purposes of this Security Agreement.

Section 4. Post-Closing Changes. Grantor anticipates that it will transfer the Collateral to a wholly-owned subsidiary within 30 days of the date of this Security Agreement. Grantor agrees that it will take all reasonable action required by Secured Party for the purpose of perfecting or protecting the security interest granted by this Security Agreement prior to effecting such Collateral transfer, including without limitation the grant by such wholly-owned subsidiary of a first priority security interest in the Collateral as security for S&S' obligations under the APA and the Sale Order. If Grantor and such wholly-owned subsidiary does not have an organizational identification number and later obtains one, it will forthwith notify Secured Party of such organizational identification number.

Section 5. Secured Party May Perform. If Grantor fails to perform any agreement contained herein, Secured Party may, but without any obligation to do so and without notice, itself perform, or cause performance of, such agreement, and the expenses of Secured Party incurred in connection therewith shall be payable by Grantor.

Section 6. Discharge of Security Interest. This Security Agreement and the security interest granted herein shall terminate and be released upon payment in full of the Purchase Price. Upon termination, Grantor shall be authorized to cause all UCC financing statements filed to perfect the security interest granted herein to be terminated of record.

Section 7. Indemnity and Expenses.

a. Grantor agrees to indemnify, defend and save and hold harmless Secured Party, its affiliates, and their respective officers, directors, employees, agents and advisors (each, an "Indemnified Party") from and against, and shall pay on demand, any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable fees and expenses of counsel) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or resulting from this Security Agreement (including,

without limitation, enforcement of this Security Agreement), except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct. Grantor's indemnification obligations as set forth herein shall survive the termination of this Security Agreement.

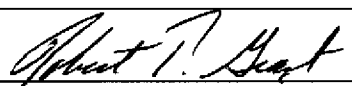
b. Grantor will upon demand pay to Secured Party the amount of any and all reasonable expenses, including, without limitation, the reasonable fees and expenses of its counsel and of any experts and agents, that Secured Party may incur in connection with (i) the administration of this Security Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of Secured Party hereunder, or (iv) the failure by Grantor to perform or observe any of the provisions hereof. Grantor's payment obligations as set forth herein shall survive the termination of this Security Agreement.

Section 8. Amendments; Waivers; Etc. No amendment or waiver of any provision of this Security Agreement, and no consent to any departure by Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of Secured Party to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

Section 9. Execution in Counterparts. This Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Security Agreement by e-mail or fax shall be effective as delivery of an original executed counterpart of this Security Agreement.

Section 10. Recitals; Governing Law. The Recitals and Schedules I and II to this Security Agreement are true and correct and are hereby incorporated in this Security Agreement. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Security Agreement has been executed and delivered by the Parties, each by an officer or representative thereunto duly authorized, as of the date set forth above.

SUN & SKIN CARE RESEARCH, INC.	KEYBANK NATIONAL ASSOCIATION
By:  Robert T. Grant	By: _____ Michael Lapham
Title: _____ Chief Financial Officer	Title: _____ Vice President, Asset Recovery Group

SCHEDULE I
TO
SECURITY AGREEMENT
BY
SUN & SKIN CARE RESEARCH, INC. IN FAVOR OF KEYBANK NATIONAL ASSOCIATION

Description of Collateral

All Assets purchased by S&S from the Debtor Solar Cosmetic Labs, Inc. pursuant to the APA and Sale Order, consisting of:

1. Customer List. The customer list of Debtor relating to the manufacture and distribution of sun care products under the "NO-AD" brand throughout the United States and internationally, a copy of which is set forth in Exhibit "A" of the APA (the "Customer List");

2. Open Sales Orders. All of the orders represented by the sales orders of Solar Cosmetic Labs, Inc. as of August 22, 2008 to purchase suncare products (collectively, the "Open Sales Orders");

3. Intellectual Property Assets. All intellectual property owned by Solar Cosmetic Labs, Inc. in which Solar Cosmetic Labs, Inc. has an interest as set forth on Exhibit "C" to the APA (the "Intellectual Property Assets"), including:

(a) rights in registered and unregistered trademarks, service marks, trade names, trade dress, logos, packaging design, slogans, fictional business names, corporate names, and registrations and applications for registration of any of the foregoing used in association with the No-Ad products (collectively, "Marks");

(b) all patents, patent applications and inventions and discoveries that may be patentable (collectively, "Patents");

(c) all registered and unregistered copyrights in both published works and unpublished works (collectively, "Copyrights");

(d) all rights in internet web sites and internet domain names presently used by Solar Cosmetic Labs, Inc. (collectively "Net Names"); and

(e) all rights to manufacturing formulas; and,

4. Data and records. All data and records related to the sales and manufacturing operations of Solar Cosmetic Labs, Inc., including customer information, production reports, manufacturing formulas and procedures, regulatory and manufacturing test results, data, and reports, supplier lists, promotional and marketing materials and other similar documents ("Data").

SCHEDULE II
TO
SECURITY AGREEMENT
BY
SUN & SKIN CARE RESEARCH, INC. IN FAVOR OF KEYBANK NATIONAL ASSOCIATION

Location, Chief Executive Office, Type of Organization, Jurisdiction of Organization and Organizational Identification Number

<u>Grantor</u>	<u>Location</u>	<u>Chief Executive Office</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization</u>	<u>Organizational I.D. No.</u>
Sun & Skin Care Research, Inc.	851 Greensboro Road, Cocoa, FL 32926	Gary DeAngelo, Chief Executive Officer	Corporation	Florida	P93000062048

EXHIBIT C

INTELLECTUAL PROPERTY LIST





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REEL: 003838 FRAME: 0880

EXHIBIT C

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>CLASS</u>
ARGENTINA	NO-AD SUN PALS	1864337 2128087	3 3
AUSTRALIA		644539	
		833996	
	SUN PALS	1158307	
	NO-AD	1165646	
BENELUX	NO-AD	618326	3
CANADA	1270224	TMA670120	3
	0704290	TMA419564	3
CHILE	NO-AD SUN PALS	659248 698659	3 3
COLOMBIA	SUN PALS	312900	
GERMANY	NO-AD	39539269.1	3
IRELAND	NO-AD	172512	3
ISRAEL	NO-AD	98333	3
ITALY	NO-AD	M02005C000253	3
JAPAN	NO-AD and katakane	4220954	3
NEW ZEALAND	NO-AD	241524	
	NO-AD	241525	
	SUN PALS	760734	
PANAMA	NO-AD	79364	
PERU	NO-AD SUN PALS	21131 MAY BE PENDING	
UNITED KINGDOM	NO-AD  	2010594 2020822	3 3

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>CLASS</u>
UNITED STATES	SPLASH & DISCOVER	3295336	3
	SUN PALS	3262429	3
	NO-AD AROMA BATH & SHOWER THERAPY	2329957	3
	NO-AD	2286720	3
	 NO-AD ^{iction}	2224283	36 (Scholarships) 42 (Drug Awareness)
	 NO-AD babies	2293449	3
	 Red or pink (single color used on packaging, labels or signs)	2082581	3
	 Yellow or gold (single color used on packaging, labels or signs)	2082580	3
	 Green (single color used on packaging, labels or signs)	2082579	3
	 Blue (single color used on packaging, labels or signs)	2082578	3
	 Orange (single color used on packaging, labels or signs)	2082577	3
	 Violet or purple (single color used on packaging, labels or signs)	2082576	3

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>CLASS</u>
		1674732	3
	NO-AD	0799637	3
VENEZUELA	NO-AD <u>NO-AD</u>	P246728	3
		P249738	3
	NO-AD	P249739	3
	SUN PALS	P271423	3
EUROPEAN UNION	SUN PALS	004452603	3
	SUN PALS	004441523	3
	SUN PALS	001568492	3
	NO-AD	000674861	3

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