

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
Planet Tan Management, LLC		11/17/2008	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	PBT PT Acquisition Company, LLC		
Street Address:	13800 Senlac Drive, Suite 200		
City:	Farmers Branch		
State/Country:	TEXAS		
Postal Code:	75234		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2019344	PLANET TAN	
Registration Number:	3323091		
Serial Number:	77100632	EGO	
Serial Number:	77100585	LOVELY BETTY	
CORRESPONDENCE DATA			
Fax Number:	(214)745-5390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-745-5300		
Email:	jmuennink@winstead.com		
Correspondent Name:	Cathryn A. Berryman c/o Winstead		
Address Line 1:	P.O. Box 50784		
Address Line 4:	Dallas, TEXAS 75250-0784		
ATTORNEY DOCKET NUMBER:	47226 G99999		
NAME OF SUBMITTER:	Cathryn A. Berryman		

CH \$115.00 2019344

Signature:

/Cathryn A. Berryman/

Date:

11/24/2008

Total Attachments: 4

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is made as of November 17, 2008, by and between PBT PT Acquisition Company, LLC, a Delaware limited liability company ("Assignee"), and Planet Tan Management I, LLC, a Texas limited liability company ("Assignor"). Assignee and Assignor are referenced herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, Assignor sold, assigned, transferred, conveyed, and delivered to Assignee all right, title, and interest in and to the Intellectual Property Rights (as defined in the 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"); and

WHEREAS, the Parties desire to memorialize the assignment, transfer, and conveyance of the Domain Names and the Marks from Assignor 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. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all right, title, and interest in, to, and under the Domain Names and the Marks, together with the goodwill associated therewith, and in and to any income, royalties, damages, claims, and payments which may accrue after the Closing Date (as defined in the Purchase Agreement) with respect thereto, and in and to any causes of action that may exist either at law or in equity for past, present, or future infringement of the Domain Names and the Marks, subject to applicable statute of limitations and any pre-existing ownership rights in and to the Domain Names and Marks, and in and to all rights corresponding to the foregoing throughout the world. Such right, 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 Assignor if this Assignment had not been made.

2. Further Assurances. Assignor 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 owned by Assignor in and to the Domain Names and the Marks.

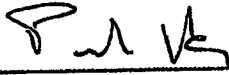
3. Control of Domain Names. Assignor shall cooperate in transferring control of the Domain Names to Assignee or its designee, and shall authorize the transfer of the Domain Names from Assignor's present registrar to Assignee's designated registrar or account.

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.

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

ASSIGNOR:

PLANET TAN MANAGEMENT I, LLC

By: 
Paul A. Hart
President

ASSIGNEE:

PBT PT ACQUISITION COMPANY, LLC

By: 
Jerome L. Trojan III
Chief Financial Officer

SCHEDULE A
DOMAIN NAMES

<u>DOMAIN NAME</u>	<u>EXPIRATION DATE</u>	<u>REGISTRANT</u>
www.planettan.com	July 26, 2013	"Planet Tan"
www.planettan.org	December 6, 2014	"Planet Tan"
www.feedyourego.com	November 13, 2014	"Planet Tan"
www.feedyourego.net	December 6, 2014	"Planet Tan"
www.feedyourego.org	December 6, 2014	"Planet Tan"

SCHEDULE B

TRADEMARKS AND TRADE NAMES

<u>MARK</u>	<u>REGISTRATION/ APPLICATION NO.</u>	<u>OWNER/APPLICANT</u>
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PLANET TAN	2019344	PLANET TAN MANAGEMENT I, LLC
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BETTY DESIGN	3323091	PLANET TAN MANAGEMENT I, LLC
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EGO and Design	77100632	PLANET TAN MANAGEMENT I, LLC
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LOVELY BETTY and Design	77100585	PLANET TAN MANAGEMENT I, LLC
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FEED YOUR EGO

INSPIRE JEALOUSY ON A DAILY BASIS

PLANET TAN DESIGN