

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
Palm Beach Tan, Inc.		11/17/2008	CORPORATION: TEXAS
Palm Beach Tan Holdings, Inc.		11/17/2008	CORPORATION: DELAWARE
Palm Beach Tan Franchising, Inc.		11/17/2008	CORPORATION: DELAWARE
PBT PT Acquisition Company, LLC		11/17/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Chatham Capital Management II, LLC
Street Address:	400 Galleria Pkwy, Suite 1950
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3069546	THE TANNING EXPERTS
Serial Number:	77522247	MAKE EVERY MOMENT GLOW
Serial Number:	77522244	STAY & SAVE
Registration Number:	3468829	LIFE NEEDS COLOR ALL YEAR LONG
Registration Number:	3468828	LIFE NEEDS COLOR
Serial Number:	77005455	PALM BEACH TAN PREMIER
Registration Number:	2889829	PALM BEACH TAN A STATE OF MIND
Registration Number:	2977105	
Registration Number:	2977106	PALM BEACH TAN
Registration Number:	2789956	STAY & SAVE
Registration Number:	3112390	THE ORIGINAL HOME OF MYSTIC TAN

CH \$715.00 3069546

Registration Number:	2657219	THE COOL WAY TO LOOK HOT
Registration Number:	2680354	THE TANNING SUPERSTORE
Registration Number:	2039168	
Registration Number:	1918556	PALM BEACH TAN
Registration Number:	2019344	PLANET TAN
Registration Number:	3323091	
Serial Number:	77100632	EGO
Registration Number:	3016136	DESERT SUN
Registration Number:	3079312	DESERT SUN
Registration Number:	3171130	MISS DESERT SUN
Registration Number:	3171131	MISS DESERT SUN
Registration Number:	3171127	DESERT SUN
Registration Number:	3171132	DESERT SUN
Registration Number:	3068309	DESERT SUN
Registration Number:	3334875	DESERT SUN TANNING SALONS
Registration Number:	2242039	DESERT SUN
Registration Number:	3131184	GET NAKED. GET TAN. GET LUCKY.

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312/876-6557
Email: christina.mcclure@lw.com
Correspondent Name: Christina McClure
Address Line 1: 233 S. Wacker Drive, Ste. 5800
Address Line 2: c/o Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	039252-0010
NAME OF SUBMITTER:	Christina McClure
Signature:	/cm/
Date:	12/02/2008

Total Attachments: 6
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this "Trademark Agreement"), is dated as of November 17, 2008, by **PALM BEACH TAN, INC.**, a Texas corporation ("PBT"), **PALM BEACH TAN HOLDINGS, INC.**, a Delaware holding company ("Holdings"), **PALM BEACH TAN FRANCHISING, INC.**, a Delaware corporation ("Franchising"), **PBT PT ACQUISITION COMPANY, LLC**, a Delaware limited liability company ("PT Acquisition", and together with PBT, Holdings and Franchising, the "Pledgors"), in favor of **CHATHAM CAPITAL MANAGEMENT II, LLC**, a Georgia Limited Liability company, not individually but as agent for the Lenders, pursuant to the Credit Agreement (in such capacity, the "Agent").

WITNESSETH

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among the Pledgors, PBT Atlantic Acquisition, LLC, a Delaware limited liability company ("Atlantic"), PT Acquisition Company, LLC, a Delaware limited liability company ("PT Acquisition", and together with the Pledgors and Atlantic, "Borrowers"), the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans for the benefit of the Borrowers party thereto;

WHEREAS, the Pledgors are party to a Security Agreement dated as of October 6, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") in favor of the Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Agreement;

WHEREAS, the Pledgors and Agent are party to that certain Trademark Security Agreement, dated as of October 6, 2006 (the "Original Trademark Security Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Lenders, to enter into the Credit Agreement, each Pledgor hereby agrees with the Agent to amend and restate the Original Trademark Security Agreement as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Agent for the benefit of the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of each Pledgor listed on Schedule I attached hereto;

- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the Agent's security interest in any Trademarks pursuant to the Security Agreement, the Agent shall execute, acknowledge, and deliver to each Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such Trademarks under this Trademark Agreement.

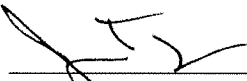
SECTION 5. Counterparts. This Trademark Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Agreement by signing and delivering one or more counterparts.

[signature page follows]

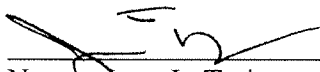
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

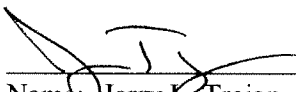
PALM BEACH TAN, INC.

By: 
Name: Jerry L. Trojan
Title: Chief Financial Officer and Secretary

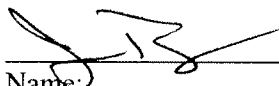
PALM BEACH TAN HOLDINGS, INC.

By: 
Name: Jerry L. Trojan
Title: Vice President, CFO and Secretary

PALM BEACH TAN FRANCHISING, INC.

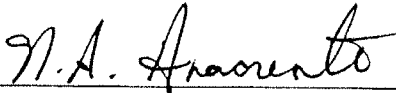
By: 
Name: Jerry L. Trojan
Title: Vice President, CFO and Secretary

PBT PT ACQUISITION COMPANY, LLC

By: 
Name:
Title:

Accepted and Agreed:

CHATHAM CAPITAL MANAGEMENT II, LLC,
as Agent

By: 
Name: Nick Anacreonte
Title: Partner

Attention: Nick Anacreonte
Telephone: 770-618-2100
FAX: 770-618-2101
E-MAIL: nc@chathamcapital.com

[Signature Page to Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 003896 FRAME: 0848

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Mark	Registration/Application No. and Date
Palm Beach Tan, Inc.	The Tanning Experts	No: 3069546 03/14/2006
	Make Every Moment Glow	No: 77-522247 07/15/2008
	Stay & Save	No: 77-522244 07/15/2008
	Mark: Life Needs Color All Year Long	No: 3468829 07/15/2008
	Mark: Life Needs Color	No: 3468828 07/15/2008
	Mark: Palm Beach Tan Premier (and Design)	No: 77-005455 09/22/2006
	Mark: Palm Beach Tan A State Of Mind	No: 2889829 09/28/2004
	Mark: (Design Only)	No: 2977105 07/26/2005
	Mark: Palm Beach Tan	No: 2977106 07/26/2005
	Mark: Stay & Save	No: 2789956 12/02/2003
	Mark: The Original Home Of Mystic Tan	No: 3112390 07/04/2006
	Mark: The Cool Way To Look Hot	No: 2657219 12/03/2002
	Mark: The Tanning Superstore	No: 2680354 01/28/2003
	Mark: (Design Only)	No: 2039168 02/18/1997
	Mark: Palm Beach Tan	No: 1918556 09/12/1995
PT PBT Acquisition Company, LLC	Mark: Planet Tan	No: 2019344 01/19/1996
	Design of Female Figure Without Words	No: 3323091 02/06/2007
	EGO and Design	No: 77-100632 02/06/2007
Desert Sun Franchising, Inc.	Desert Sun	No: 3016136 11/15/2005

Owner	Mark	Registration/Application No. and Date
	Desert Sun	No: 3079312 04/11/2006
	Miss Desert Sun	No: 3171130 11/14/2006
	Miss Desert Sun	No: 3171131 11/14/2006
	Desert Sun (and Design)	No: 3171127 11/14/2006
	Desert Sun (and Design)	No: 3171132 11/14/2006
	Desert Sun	No: 3068309 03/14/2006
	Desert Sun Tanning Salons (and Design)	No: 3334875 11/13/2007
	Desert Sun	No: 2242039 04/27/1999
	Get Naked, Get Tan, Get Lucky	No: 3131184 03/21/2005