

# 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
KEYBANK NATIONAAL		10/08/2009	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	GERBER FINANCE INC.		
Street Address:	110 EAST 55TH STREET		
Internal Address:	7TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75489075	NO-AD	
Serial Number:	72205547	NO-AD	
CORRESPONDENCE DATA			
Fax Number:	(212)888-1637		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2128883833		
Email:	JPALMER@GERBERFINANCE.COM		
Correspondent Name:	JENNIFER PALMER		
Address Line 1:	110 EAST 55TH STREET		
Address Line 2:	7TH FLOOR		
Address Line 4:	NEW YORK, NEW YORK 10022		
NAME OF SUBMITTER:	JENNIFER PALMER		
Signature:	/JPALMER/		

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TRADEMARK  
 REEL: 004076 FRAME: 0266

Date:

10/09/2009

**Total Attachments: 8**

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**AGREEMENT REGARDING PAYOFF OF OBLIGATIONS  
AND ASSIGNMENT OF SECURITY INTEREST**

This Agreement Regarding Payoff of Obligations and Assignment of Security Interest (the "Agreement") is entered into on October 7, 2009 (the "Effective Date") by and between Sun & Skin Care Research, Inc., Solar Cosmetics Labs, Inc., KeyBank National Association and Gerber Finance Inc.

**RECITALS**

WHEREAS, on July 31, 2008, the United States Bankruptcy Court for the Southern District of Florida, Miami Division (the "Court") entered an Order in Case No. 08-15793-LMI authorizing the sale of certain assets (the "Assets") of debtors Solar Cosmetic Labs, Inc. and Solar Packaging Corp. (the "Debtors") to Sun & Skin Care Research, Inc. ("SSCR") (the "Sale Order");

WHEREAS the Sale Order specified a schedule of payments due from SSCR and allowed KeyBank National Association ("KeyBank"), a secured creditor of Debtors, to retain a security interest in the Assets, until the balance due under the Sale Order was paid in full by SSCR, pursuant to the terms of a Security Agreement dated August 13, 2008 between SSCR and KeyBank (the "Security Agreement");

WHEREAS, KeyBank, as Secured Party, filed UCC-1 Financing Statement #200808954790 (the "UCC-1") on August 14, 2008 with the State of Florida specifying SSCR as the debtor therein;

WHEREAS, on March 9, 2009, the Court entered a stipulated Order modifying the Sale Order (the "Modified Sale Order") to change the schedule of payments due from SSCR;

WHEREAS, pursuant to the Debtors' Amended Chapter 11 Liquidating Plan (the "Plan"), which Plan was confirmed pursuant to Order entered by the Court on March 27, 2009, Yale Scott Bogen was appointed as Plan Trustee (the "Plan Trustee") for the Solar Creditor Liquidating Trust;

WHEREAS, on October 2, 2009, the Court entered a stipulated Order further modifying the Modified Sale Order (collectively with the Sale Order and the Modified Sale Order, the "Sale Orders") regarding, among other things, the timing of SSCR's payments due under the Sale Order;

WHEREAS, pursuant to the Sale Orders, as of October 5, 2009, SSCR has paid a total of [REDACTED] purchase price for the assets (excluding payments related to the sale of inventory);

WHEREAS, the Sale Orders require SSCR to make additional payments of [REDACTED] on or before October 31, 2009 and November 30, 2009, respectively, plus interest, (the "Payment Schedule");

WHEREAS, the Sale Orders also provide for (a) refunds based on prior sales of inventory and any prior misdirected vendor payments which any party receives between July 1, 2009 and November 30, 2009 to be credited to the party to whom payment should have been properly made and (b) offset against any inventory refunds or misdirected vendor payments due to any customer chargebacks for anything other than product returns during this same period;

WHEREAS, SSCR desires to payoff the entire amount due under the Sale Orders as of the Effective Date and to grant to Gerber Finance Inc. ("Gerber") an assignment of the security interest held by KeyBank in exchange for advancing funds to SSCR; and

WHEREAS, KeyBank and the Plan Trustee desire to receive the payoff from SSCR as of the Effective Date and, in exchange, agree to a concurrent assignment of KeyBank's UCC-1 and the Security Agreement to Gerber.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Plan Trustee, SSCR, and KeyBank, and Gerber hereby agree as follows:

1. SSCR shall pay [REDACTED] (the "Payment") to KeyBank on the Effective Date as full payoff of all obligations due under the Sales Orders. The breakdown of the Payment shall be:

Payment due on October 31, 2009: [REDACTED]

Payment due on November 31, 2009: [REDACTED]

Interest: [REDACTED]

Misdirected Receivable: [REDACTED]

Receivable Payment Received: [REDACTED]

TOTAL PAID: [REDACTED]

KeyBank National Association and the Plan Trustee acknowledge that SSCR has already timely made the payments of [REDACTED] each due on June 30, 2009, July 31, 2009, August 31, 2009, and September 30, 2009 as due under the Sale Orders.

2. Effective upon receipt of the Payment by KeyBank in immediately available funds, KeyBank hereby assigns and transfers to Gerber all of its right, title and interest under the Security Agreement and the UCC-1. KeyBank represents and warrants that it has not previously assigned or encumbered in any way its security interest in the Assets. SSCR hereby consents to such assignment and transfer.

3. SSCR, KeyBank, and the Plan Trustee agree that each party's obligations to each other related to (a) refunds based on prior sales of inventory and any prior misdirected vendor

payments which any party receives between July 1, 2009 and November 30, 2009 or (b) any customer chargebacks during the period from July 1, 2009 through November 30, 2009, shall be terminated as of the Effective Date and that the Payment will be, in part, consideration for this modification.

4. SSCR, KeyBank, the Plan Trustee and Gerber acknowledge that the terms of this Agreement are subject to approval by the United States Bankruptcy Court for the Southern District of Florida.

5. The parties hereto agree to mutually cooperate upon receipt of a party's request, at any time hereafter, to execute and deliver such documents and take such other actions as any party may reasonably deem necessary or useful in order to correct or otherwise address any outstanding issues consistent with the intentions of the parties under this Agreement, the Asset Purchase Agreement dated July 21, 2008, and the Sales Orders as modified herein.

6. This 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 Agreement by e-mail or fax shall be effective as delivery of an original executed counterpart of this Agreement.

7. The Recitals to this Agreement are true and correct and are hereby incorporated in this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this 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.**

By: \_\_\_\_\_  
Robert T. Grant

Title: Chief Financial Officer

**KEYBANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Michael Lapham

Title: Vice President, Asset Recovery Group

**YALE SCOTT BOGEN, PLAN TRUSTEE**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**GERBER FINANCE, INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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Title: Vice President, Asset Recovery Group

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By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

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Michael Lapham

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Title: Chief Financial Officer

**KEYBANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Michael Lapham

Title: Vice President, Asset Recovery Group

**YALE SCOTT BOGEN, PLAN TRUSTEE**

By: *Yale Scott Bogen*  
Print Name: Yale Scott Bogen

Print Title: Plan Trustee

**GERBER FINANCE, INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_