

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Chatham Capital Management II, LLC, as agent		07/16/2010	LIMITED LIABILITY COMPANY: GEORGIA

**RECEIVING PARTY DATA**

Name:	Desert Sun Franchising, Inc.
Street Address:	633 E. State Hwy 121, Suite 500
City:	Coppell
State/Country:	TEXAS
Postal Code:	75019
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3334875	DESERT SUN TANNING SALONS
Registration Number:	3171132	DESERT SUN
Registration Number:	3171131	MISS DESERT SUN
Registration Number:	3171130	MISS DESERT SUN
Registration Number:	3171127	DESERT SUN
Registration Number:	3068309	DESERT SUN
Registration Number:	3079312	DESERT SUN
Registration Number:	3131184	GET NAKED. GET TAN. GET LUCKY.
Registration Number:	3016136	DESERT SUN
Registration Number:	2242039	DESERT SUN

**CORRESPONDENCE DATA**

Fax Number: (312)258-5700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900167680**

**TRADEMARK  
 REEL: 004247 FRAME: 0371**

**CH \$265.00 3334875**

Phone: 312-258-5724  
Email: cbollinger@schiffhardin.com  
Correspondent Name: Chris L. Bollinger  
Address Line 1: P.O. Box 06079  
Address Line 2: Schiff Hardin LLP  
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	27662-0057
NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	07/23/2010

Total Attachments: 3  
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "Release") is made in favor of DESERT SUN FRANCHISING, INC., a Delaware corporation ("Grantor"), by CHATHAM CAPITAL MANAGEMENT II, LLC, a Georgia limited liability company, as agent (in such capacity, the "Agent") for the lenders from time to time party to the Credit Agreement referenced in the Trademark Security Agreement referred to below ("Lenders").

**WHEREAS**, pursuant to the terms and conditions of that certain Amended and Restated Trademark Security Agreement, dated November 17, 2008 (the "Trademark Security Agreement") executed in favor of Agent, Grantor granted to Agent, for the benefit of itself and the Lenders, a security interest in all of Grantor's right, title and interest in and to each of its trademarks, trademark applications and registrations, service mark, service marks applications or registrations, all renewals thereof, trade names, including without limitation, the trademark applications and registrations set forth on Schedule 1 attached hereto, together with the goodwill associated therewith, all license agreements relating to any of the forgoing, and all income, royalties, damages and payments arising from any of the forgoing (collectively the "Trademarks");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 2, 2008 at Reel/Frame 3896/0842.

**WHEREAS**, Grantor has paid all of its outstanding indebtedness to Lenders.

**WHEREAS**, Agent wishes to release its security interest in the Trademarks and reassign to Grantor all of Agent's right, title and interest in and to the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby terminates on behalf of itself and the Lenders the Trademark Security Agreement (other than those provisions therein that specifically survive termination) and hereby terminates, cancels and releases any security interest it may have in the Trademarks and reassigns to Grantor any rights it may have in the Trademarks. The Grantor acknowledges that Agent's execution of this Release is made without recourse, representation, warranty or other assurance of any kind by Agent as to Agent's rights in any collateral security for amounts owing under the Credit Agreement and the related documents or any other matter.

Agent shall take all reasonable further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release. Grantor agrees to pay Agent for all reasonable out-of-pocket costs and expenses incurred by Agent in connection with the matters referred to in the previous sentence.

This Release shall be governed by the internal laws of the State of Georgia.

\* \* \* \* \*

IN WITNESS WHEREOF, Agent has caused this Release to be executed by their duly authorized representatives as of this 16th day of July, 2010.

CHATHAM CAPITAL MANAGEMENT II,  
LLC, as Agent for the Lenders

By: Nick Anacron  
Name: Nick Anacron  
Title: Partner

ACKNOWLEDGMENT

STATE OF Georgia )  
COUNTY OF Cobb )

On this 16th day of July, 2010, before me personally appeared Nick Anacron proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Chatham Capital Management II, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by said limited liability company and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Dale Holmes

Notary Public

My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)

DALE HOLMES  
NOTARY PUBLIC  
COBB COUNTY  
STATE OF GEORGIA  
My Commission Expires July 16, 2011

**SCHEDULE 1**

**TRADEMARKS**

1.

<b>Trademark</b>	<b>Reg. Num.</b>	<b>Reg. Date</b>
DESERT SUN TANNING SALONS	3334875	November 13, 2007
DESERT SUN	3171132	November 14, 2006
MISS DESERT SUN	3171131	November 14, 2006
MISS DESERT SUN	3171130	November 14, 2006
DESERT SUN	3171127	November 14, 2006
DESERT SUN	3068309	March 14, 2006
DESERT SUN	3079312	April 11, 2006
GET NAKED. GET TAN. GET LUCKY.	3131184	August 15, 2006
DESERT SUN	3016136	November 15, 2005
DESERT SUN	2242039	April 27, 1999

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