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 Holdings, Inc.		01/14/2011	CORPORATION: DELAWARE
Palm Beach Tan, Inc.		01/14/2011	CORPORATION: TEXAS
Palm Beach Tan Franchising, Inc.		01/14/2011	CORPORATION: DELAWARE
PBT Atlantic Acquistion, LLC		01/14/2011	LIMITED LIABILITY COMPANY: DELAWARE
PBT Acquisition I, LLC		01/14/2011	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as agent
Street Address:	222 S. Riverside Plaza, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1918556	PALM BEACH TAN
Registration Number:	2977106	PALM BEACH TAN
Registration Number:	2889829	PALM BEACH TAN A STATE OF MIND
Registration Number:	3112390	THE ORIGINAL HOME OF MYSTIC TAN
Registration Number:	2977105	
Registration Number:	2039168	
Registration Number:	3069546	THE TANNING EXPERTS
Registration Number:	3559443	PALM BEACH TAN PREMIER
Registration Number:	3468829	LIFE NEEDS COLOR ALL YEAR LONG

CH $565.00 1918556

Registration Number:	3468828	LIFE NEEDS COLOR
Registration Number:	3579877	STAY & SAVE
Registration Number:	3579878	MAKE EVERY MOMENT GLOW
Registration Number:	2019344	PLANET TAN
Registration Number:	3323091	
Serial Number:	77100585	LOVELY BETTY
Serial Number:	77868329	THE TANNING EXPERTS
Serial Number:	85006451	PALM BEACH TAN SUNLESS
Serial Number:	85006453	PALM BEACH SUNLESS
Serial Number:	85030891	PBT SUNLESS
Registration Number:	2789956	STAY & SAVE
Registration Number:	3103361	CINCINNATI TAN COMPANY
Registration Number:	3108875	CINCINNATI TAN COMPANY

CORRESPONDENCE DATA

Fax Number: (312)258-5700

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

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:	02/15/2011

Total Attachments: 22

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Execution Version

AMENDED AND RESTATED PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of January 14, 2011 by **Palm Beach Tan Holdings, Inc.**, a Delaware corporation ("Holdings"), **Palm Beach Tan, Inc.**, a Texas corporation ("Borrower"), **Palm Beach Tan Franchising, Inc.**, a Delaware corporation ("PBTF"), **PBT Atlantic Acquisition, LLC**, a Delaware limited liability company ("PBTAA"), **PBT Acquisition I, LLC**, a Texas limited liability company ("PBTAI"; Borrower, Holdings, PBTF, PBTAA and PBTAI are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), in favor of **Fifth Third Bank**, an Ohio banking corporation, acting as agent (in such capacity, the "Agent") for the Lenders referred to below and the L/C Issuer (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, Obligors, the financial institutions from time to time party thereto ("Lenders"), the L/C Issuer and Agent have entered into that certain Amended and Restated Loan and Security Agreement dated as of January 14, 2011 (as amended, modified or supplemented from time to time, the "Loan Agreement");

WHEREAS, Obligors, Desert Sun Franchising, Inc., a Delaware corporation, and Fifth Third Bank are parties to that certain Patent, Copyright, License and Trademark Security Agreement dated as of July 16, 2010 (as heretofore amended, modified or supplemented, the "Existing Agreement");

WHEREAS, it is a condition to the effectiveness of the Loan Agreement, the Lenders' commitments to make certain loans and advances to Borrower thereunder and the L/C Issuer's commitment to issue certain letters of credit for the account of Borrower thereunder, that Obligors agree to amend and restate the Existing Agreement in its entirety in the form of this Agreement;

NOW, THEREFORE, in consideration of the premises, to induce Agent, the L/C Issuer and each Lender to enter into the Loan Agreement, to induce the Lenders to make any loan or advance to Borrower thereunder, to induce the L/C Issuer to issue any letter of credit for the account of Borrower thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Existing Agreement is amended and restated in its entirety as follows and otherwise agree as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Loan Agreement shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of each Obligor's Secured Liabilities each Obligor hereby grants to Agent, for the benefit

of Lenders, Agent and the L/C Issuer, a security interest in and to all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

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(v) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hererinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of such Obligor's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing grant of security interest any of the existing Licenses to which any Obligor is a licensee (and any Patents, Marks and Copyrights currently licensed by others to any Obligor pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such grant; provided further, however, that, upon Agent's request, each Obligor will use its good faith reasonable efforts to obtain any consent needed to subject any such property to this grant of security interest.

3. Restrictions on Future Agreements. Each Obligor agrees and covenants that until the Secured Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, such Obligor will not, without Agent's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with such Obligor's obligations under this Agreement, and each Obligor further agrees and covenants that without Agent's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights granted to Agent under this Agreement. Each Obligor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Agent thereto, other than licenses to franchisees of any Obligor.

4. Certain Covenants, Representations and Warranties of each Obligor. Each Obligor covenants, represents and warrants (to the best of such Obligor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Obligor) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and such Obligor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of such Obligor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v)

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such Obligor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Obligor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under such Obligor, in each case except for (A) rights granted by such Obligor pursuant to the applicable licenses listed on Schedules C and E, and (B) Liens and encumbrances in favor of Agent, for the benefit of Lenders, the L/C Issuer and itself, pursuant to this Agreement or the other Financing Agreements; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which such Obligor has any right, title or interest; (vii) such Obligor has the unqualified right to enter into this Agreement and perform its terms; (viii) such Obligor will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Obligor's business); and (ix) such Obligor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Secured Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, any Obligor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Obligor shall give to Agent prompt written notice thereof. Each Obligor hereby authorizes Agent to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Agent to make any such notation shall not limit or affect the obligations of any Obligor or rights of Agent hereunder.

6. **Royalties; Terms.** Each Obligor hereby agrees that the security interest of Agent in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or, in the case of the Patents, Marks and Copyrights licensed to an Obligor, such smaller geographic location if any is specified for such Obligor's use in the applicable License) and without any liability of Agent to such Obligor for royalties or other related charges. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Secured Liabilities and termination of the Loan Agreement.

7. **Inspection.** Agent shall have the right to inspect any Obligor's premises and to examine any Obligor's books, records and operations, including, without limitation, any Obligor's quality control processes. From and after the occurrence and during the continuance of a Default and notice by Agent to each Obligor of Agent's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Obligor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional

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product quality controls as Agent or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Obligor under the Marks consistent with the quality of products now manufactured by such Obligor.

8. **Termination of Each Obligor's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Secured Liabilities and termination of the Loan Agreement, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Agent shall, at the request of any Obligor and at such Obligor's reasonable expense, execute and deliver to such Obligor, all termination statements and other instruments as may be necessary or proper to evidence the termination of the security interest granted to Agent pursuant to this Agreement, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Agent.

9. **Duties of the Obligors**. Except to the extent the same is no longer material to such Obligor's business, each Obligor shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligors. Except to the extent the same is no longer material to such Obligor's business, each Obligor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Agent and the Required Lenders.

10. **Agent's Right to Sue**. From and after the occurrence and during the continuance of a Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Agent shall commence any such suit, each Obligor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement, and each Obligor shall promptly, upon demand, reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this Section 10.

11. **Waivers**. No course of dealing between any Obligor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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12. **Severability**. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification**. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances**. Each Obligor shall execute and deliver to Agent, at any time or times hereafter at the request of Agent, all papers (including, without limitation, any as may be deemed desirable by Agent for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Agent), as Agent may request, to evidence Agent's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Agent's rights under this Agreement.

15. **Cumulative Remedies; Power of Attorney; Effect on Financing Agreements**. All of Agent's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Agent as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Agent as necessary or desirable for Agent in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Agent deems in good faith to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Secured Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Obligor hereby releases Agent from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Agent under the powers of attorney granted herein.

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16. **Binding Effect; Benefits.** This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Agent and its respective successors, assigns and nominees.

17. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT AND THE OTHER FINANCING AGREEMENTS, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES).

18. **Counterparts.** This Agreement may by executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

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IN WITNESS WHEREOF, the parties hereto have entered into this Amended and Restated Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

PALM BECH TAN, INC.

By: _____
Name: ERIC M HALL
Title: VP OF FINANCE

PALM BEACH TAN HOLDINGS,INC.

By: _____
Name: ERIC M HALL
Title: VP OF FINANCE

PALM BEACH TAN FRANCHISING, INC.

By: _____
Name: ERIC M HALL
Title: VP OF FINANCE

PBT ATLANTIC ACQUISITION, LLC

By: _____
Name: ERIC M HALL
Title: VP OF FINANCE

PBT ACQUISITION I, LLC

By: _____
Name: ERIC M HALL
Title: VP OF FINANCE

The undersigned accepts and agrees to the foregoing Amended and Restated Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

FIFTH THIRD BANK, as Agent

By: _____
Name: DOUGLAS HOFF
Title: DIRECTOR

STATE OF Texas)
) SS.
COUNTY OF Denton)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Eric Hall, personally known to me to be the Secretary of PBT Acquisition I, LLC, a Texas limited liability company (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Amended and Restated Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 7 day of January, 2011.

(NOTARIAL SEAL)

KRISTEN L. DIFRANCESCO
MY COMMISSION EXPIRES
March 24, 2012

Kristen L. DiFrancesco
Notary Public

STATE OF Texas)
) SS.
COUNTY OF Denton)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Eric Hall, personally known to me to be the Secretary of PBT Atlantic Acquisition, LLC, a Delaware limited liability company (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Amended and Restated Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 7 day of January, 2011.

(NOTARIAL SEAL)

Kristen L. DiFrancesco
Notary Public

STATE OF Texas)
) SS.
COUNTY OF Denton)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Eric Hall, personally known to me to be the Secretary of Palm Beach Tan Holdings, Inc., a Delaware corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Amended and Restated Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 7 day of January, 2011.

(NOTARIAL SEAL)

KRISTEN L. DIFRANCESCO
MY COMMISSION EXPIRES
March 24, 2012

Kristen L. DiFrancesco
Notary Public

My Commission Expires: March 24, 2012

STATE OF Texas)
) SS.
COUNTY OF Denton)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Eric Hall, personally known to me to be the Secretary of Palm Beach Tan, Inc., a Texas corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Amended and Restated Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 7 day of January, 2011.

(NOTARIAL SEAL)

KRISTEN L. DIFRANCESCO
MY COMMISSION EXPIRES
March 24, 2012

Kristen L. DiFrancesco
Notary Public

My Commission Expires: March 24, 2012

STATE OF Texas)
) SS.
COUNTY OF Denton)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Eric Hall, personally known to me to be the Secretary of Palm Beach Tan Franchising, Inc., a Delaware corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Amended and Restated Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 7 day of January, 2011.

(NOTARIAL SEAL)

KRISTEN L. DIFRANCESCO
MY COMMISSION EXPIRES
March 24, 2012

Kristen L DiFrancesco
Notary Public

My Commission Expires: March 24, 2012

STATE OF Texas)
) SS.
COUNTY OF Collin)

I, the undersigned, a Notary Public in and for said State and County do hereby certify that Douglas Mott, personally known to me to be the _____ of Fifth Third Bank, personally known to me to be the same person whose name is subscribed to the foregoing Amended and Restated Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of said bank and caused the seal of said bank to be affixed thereto, pursuant to authority given by the Board of Directors of said bank, as his/her free and voluntary act and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 13th day of January, 2011.

(NOTARIAL SEAL)

JONNA SIMON
My Commission Expires
July 17, 2012

Jonna Simon
Notary Public

My Commission Expires: July 17, 2012

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B

COPYRIGHTS

None.

SCHEDULE C

PATENT AND COPYRIGHT LICENSES

None.

SCHEDULE D

TRADEMARKS, SERVICE MARKS

Palm Beach Tan, Inc.

Trademark	Reg/Ser. Num.	Reg. Date
PALM BEACH TAN	1918556	September 12, 1995
PALM BEACH TAN	2977106	July 26, 2005
PALM BEACH TAN A STATE OF MIND	2889829	September 28, 2004
THE ORIGINAL HOME OF MYSTIC TAN	3112390	July 4, 2006
Miscellaneous Design (Palm tree logo)	2977105	July 26, 2005
Miscellaneous Design (Palm tree logo)	2039168	February 18, 1997
THE TANNING EXPERTS	3069546	March 14, 2006
PALM BEACH TAN PREMIER (and Design)	3559443	January 13, 2009
LIFE NEEDS COLOR ALL YEAR LONG	3468829	July 15, 2008
LIFE NEEDS COLOR	3468828	July 15, 2008
STAY & SAVE	3579877	February 24, 2009
MAKE EVERY MOMENT GLOW	3579878	February 24, 2009
PLANET TAN	2019344	November 26, 1996
Miscellaneous Design (Female Figure)	3323091	October 30, 2007
LOVELY BETTY (and Design)	77/100585	February 6, 2007
THE TANNING EXPERTS	77/868329	November 9, 2009
PALM BEACH TAN SUNLESS	85/006451	April 5, 2010
PALM BEACH SUNLESS	85/006453	April 5, 2010
PBT SUNLESS	85/030891	May 5, 2010
STAY & SAVE	2789956	December 2, 2003
CINCINNATI TAN COMPANY	3103361	June 13, 2006
CINCINNATI TAN COMPANY	3108875	June 27, 2006

SCHEDULE E

TRADEMARK LICENSES

None.

SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)

STATE OF)
) SS.
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that Palm Beach Tan Holdings Inc., a Delaware corporation ("Holdings"), and Palm Beach Tan, Inc., a Texas corporation ("Borrower"), Palm Beach Tan Franchising, Inc., a Delaware corporation ("PBTF"), PBT Atlantic Acquisition, LLC, a Delaware limited liability company ("PBTAA"), PBT Acquisition I, LLC, a Texas limited liability company ("PBTAI"; Borrower, Holdings, PBTF, PBTAA and PBTAI are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), pursuant to that certain Amended and Restated Patent, Copyright, License and Trademark Security Agreement, dated January 14, 2011 (the "Collateral Agreement") among Obligors, the financial institutions from time to time party thereto ("Lenders"), and Fifth Third Bank, an Ohio banking corporation, acting as agent (in such capacity, the "Agent") for Lenders, each hereby appoints and constitutes Agent its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Obligor at and during the time periods specified in the Collateral Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of such Obligor in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to that certain Amended and Restated Loan and Security Agreement dated as of January 14, 2011 among the Obligors, the financial institutions from time to time party thereto and Agent and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Amended and Restated Loan and Security Agreement.

PALM BECH TAN, INC.

By: _____
Name: ERIC M HALL
Title: VP OF FINANCE

PALM BEACH TAN HOLDINGS,INC.

By: _____
Name: ERIC M HALL
Title: VP OF FINANCE

PALM BEACH TAN FRANCHISING, INC.

By: _____
Name: ERIC M HALL
Title: VP OF FINANCE

PBT ATLANTIC ACQUISITION, LLC

By: _____
Name: ERIC M HALL
Title: VP OF FINANCE

PBT ACQUISITION I, LLC

By: _____
Name: ERIC M HALL
Title: VP OF FINANCE