

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
SUNLESS, INC.	FORMERLY MT Industries, Inc.	07/29/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	3802197	VERSASPA	
Registration Number:	3768816	M	
Registration Number:	3630829	VERSASPA	
Registration Number:	3838530	VERSASPA	
Registration Number:	3564600	M	
Registration Number:	3564601	M MYSTIC	
Registration Number:	3554083	M	
Registration Number:	3383341	VERSASPA	
Registration Number:	3302162	MYSTICREADY	
Registration Number:	3317724	HYPERMOIST	
Registration Number:	3348375	MYSTICSUNLESS	
Registration Number:	3302164	MYSTICGLO	
Registration Number:	3213327	MYSTICFRESH	
Registration Number:	3403434	MYSTICSPRAY	

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TRADEMARK
 REEL: 004611 FRAME: 0308

CH \$1040.00 3802197

Registration Number:	3367042	MYSTICAROMA
Registration Number:	3472298	MYSTIC TAN M
Registration Number:	3201276	THE AUTHENTIC MYSTIC TAN EXPERIENCE
Registration Number:	3319973	MYSTIC SPRAY
Registration Number:	3437732	MY-MYST
Registration Number:	3103615	MAGNETAN
Registration Number:	3313669	MYSTICGLO
Registration Number:	3085187	INNOVATION
Registration Number:	3262412	GOLD RUSH
Registration Number:	3151731	HYPERTAN
Registration Number:	2955869	CLEARMYST
Registration Number:	2955870	PREMIUM TANNING MYST
Registration Number:	2955871	ORIGINAL TANNING MYST
Registration Number:	3174512	TAN ON DEMAND
Registration Number:	2860416	MAGIC TAN
Registration Number:	3055866	M MYSTIC TAN
Registration Number:	2788486	M MYSTIC TAN
Registration Number:	2781608	MYSTIC TAN
Registration Number:	2758671	MYSTIC TAN
Registration Number:	2836028	M
Registration Number:	2863411	MYSTIC TAN
Registration Number:	3162996	TAN ON DEMAND
Registration Number:	2582098	M
Registration Number:	2679366	MAGNETAN
Registration Number:	3608337	MYSTIC TAN
Registration Number:	3302165	MYSTICLIFE
Serial Number:	85032938	BEAUTY IN A BOTTLE

CORRESPONDENCE DATA

Fax Number: (312)577-4688

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

Phone: (312)577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

TRADEMARK
REEL: 004611 FRAME: 0309

	207170-00444
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	08/25/2011
<p>Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif</p>	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 29, 2011, is made by SUNLESS, INC. (formerly known as MT Industries, Inc.), a Delaware corporation ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 29, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor (as successor by merger to Sunless Merger Sub, Inc.) ("Borrower"), Sunless Holding Company, a Delaware corporation ("Holdings"), Sunless Intermediate Holding Company, a Delaware corporation ("Intermediate Holdings"), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor has agreed to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, however that no Lien on and security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

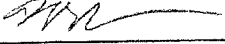
SUNLESS, INC. (formerly known as MT Industries, Inc.), a Delaware corporation, as Grantor

By: 
Name: Erik W. Holmsen
Title: Vice President and Secretary

Trademark Security Agreement

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Joseph Angel
Its: Duly Authorized Signatory

Trademark Security Agreement

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date
SIDEKICK	85236297	2/8/11	N/A	N/A
AVAP	85236300	2/8/11	N/A	N/A
LIVESUNLESS	85151771	10/13/11	N/A	N/A
EVOLV.	85099851	8/4/10	N/A	N/A
EVOLV.	85099867	8/4/10	N/A	N/A
VERSASPA	77793040	7/30/09	3802197	6/15/10
M	77631514	12/11/08	3768816	3/30/10
VERSASPA	77599993	10/24/08	3630829	6/2/09
VERSASPA	77599981	10/24/08	3838530	8/24/10
M	77514689	7/3/08	3564600	1/20/09
M MYSTIC	77514694	7/3/08	3564601	1/20/09
M	77495028	6/10/08	3554083	12/30/08
VERSASPA	78940140	7/28/06	3383341	2/12/087
MYSTICREADY	78879664	5/9/06	3302162	10/2/07
HYPERMOIST	78879970	5/9/06	3317724	10/23/07
MYSTICSUNLESS	78879971	5/9/06	3348375	12/04/07
MYSTICGLO	78879973	5/9/06	3302164	10/2/07
MYSTICFRESH	78879975	5/9/06	3213327	2/27/07
MYSTICSPRAY	78879977	5/9/06	3403434	3/25/08
MYSTICAROMA	78879980	5/9/06	3367042	1/8/08
MYSTIC TAN M	78879983	5/9/06	3472298	7/22/08
THE AUTHENTIC MYSTIC TAN EXPERIENCE	78800193	1/26/06	3201276	1/23/07
MYSTIC SPRAY	78621654	5/3/05	3319973	10/23/07
MY-MYST	78621657	5/3/05	3437732	5/27/08
MAGNETAN	78621658	5/3/05	3103615	6/13/06
MYSTICGLO	78621660	5/3/05	3313669	10/16/07
INNOVATION	78620614	5/2/05	3085187	4/25/06
GOLD RUSH	78592814	3/22/05	3262412	7/10/07
HYPERTAN	78428412	6/2/04	3151731	10/3/06
CLEARMYST	76573881	2/4/04	2955869	5/24/05
PREMIUM TANNING MYST	76573886	2/4/04	2955870	5/24/05
ORIGINAL TANNING MYST	76573887	2/4/04	2955871	5/24/05
TAN ON DEMAND	76573888	2/4/04	3174512	11/21/06
MAGIC TAN	78293662	8/28/03	2860416	7/6/04
M MYSTIC TAN	76468222	11/20/02	3055866	1/31/06
M MYSTIC TAN	76464912	11/6/02	2788486	12/2/03
MYSTIC TAN	76464914	11/6/02	2781608	11/11/03
MYSTIC TAN	76464915	11/6/02	2758671	9/2/03
M	76464917	11/6/02	2836028	4/27/04

Mark	Application No.	Application Date	Registration No.	Registration Date
MYSTIC TAN	76464916	11/6/02	2863411	7/13/04
TAN ON DEMAND	76439705	8/13/02	3162996	10/24/06
M	76306358	8/29/01	2582098	6/18/02
MAGNETAN	75778289	8/17/99	2679366	1/28/03
MYSTIC TAN	77453871	4/21/08	3608337	4/21/09
MYSTICLIFE	78879979	5/9/06	3302165	10/2/07
BEAUTY IN A BOTTLE	85032938	5/7/10	N/A	N/A

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