

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.		02/15/2012	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	SunTrust Bank, as Administrative Agent
Street Address:	303 Peachtree Street
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1918556	PALM BEACH TAN
Registration Number:	2039168	
Registration Number:	3559443	PALM BEACH TAN PREMIER
Registration Number:	3468829	LIFE NEEDS COLOR ALL YEAR LONG
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
Registration Number:	3810526	THE TANNING EXPERTS
Registration Number:	3999875	PALM BEACH TAN SUNLESS
Serial Number:	85006453	PALM BEACH SUNLESS
Serial Number:	85030891	PBT SUNLESS

CH \$465.00 1918556

Serial Number:	85272652	PREMIER PERKS
Serial Number:	85273563	PLANET TAN PREMIER
Serial Number:	85272661	PLANET TAN PREMIER PERKS
Serial Number:	85273527	PALM BEACH TAN PREMIER PERKS

CORRESPONDENCE DATA

Fax Number: (404)572-5135
Phone: (404) 572-3458
Email: slake@kslaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Susan Lake, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 52990-015908

NAME OF SUBMITTER: Susan Lake

Signature: /Susan Lake/

Date: 02/17/2012

Total Attachments: 7

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 15, 2012 (this "Security Agreement"), is made by PALM BEACH TAN, INC., a Texas corporation (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, the Grantor, the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of February 15, 2012 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor and certain of its Subsidiaries have entered into the Guaranty and Security Agreement, dated as of February 15, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees 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. The 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 the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral");

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

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

(iv) 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 Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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 this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 Representation and Warranty. Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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 Trademark Licenses subject to a security interest hereunder.

Section 6 Counterparts. This 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 7 Governing Law. This 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.

IN WITNESS WHEREOF, the 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.

PALM BEACH TAN, INC.

By: _____

Name: *ERIC M HALL*

Title: *CFO*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004719 FRAME: 0158

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: 

Name: J. Haynes Gentry III

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I**Trademarks**

U.S. Trademarks			
Trademark	Registration/Application No. and Date	Owner	Status/Next Deadline
The Tanning Superstore	2688570, 4-15-2004	Palm Beach Tan, Inc.	Registered/5-31-2012
Palm Beach Tan	1918556, 9-12-1995	Palm Beach Tan, Inc.	Registered/9-12-2015
(Palm Tree Logo)	2039168, 2-18-1997	Palm Beach Tan, Inc.	Registered/2-18-2017
Palm Beach Tan Premier (and Design)	3559443, 1-13-2009	Palm Beach Tan, Inc.	Registered/1-13-2019
Life Needs Color all Year Long	3468829, 7-15-2008	Palm Beach Tan, Inc.	Registered/7-15-2018
Life Needs Color	3468828, 7-15-2008	Palm Beach Tan, Inc.	Registered/7-15-2018
Stay and Save	3579877, 2-24-2009	Palm Beach Tan, Inc.	Registered/2-24-2019
Make Every Moment Glow	3579878, 2-24-2009	Palm Beach Tan, Inc.	Registered/2-24-2019
Planet Tan	2019344, 11-26-1996	Palm Beach Tan, Inc.	Registered/11-26-2016
Design (Female Figure)	3323091, 10-30-2007	Palm Beach Tan, Inc.	Registered/10-30-2017
Lovely Betty (and Design)	77/100585	Palm Beach Tan, Inc.	Filed/2-6-2007
The Tanning Experts	3810526, 6-29-2010	Palm Beach Tan, Inc.	Registered/6-29-2020
Palm Beach Tan Sunless	3999875, 7-19-2011	Palm Beach Tan, Inc.	Registered/7-19-2021
Palm Beach Sunless	85/006453	Palm Beach Tan, Inc.	Filed/Allowed/4-5-2010
PBT Sunless	85/030891	Palm Beach Tan, Inc.	Filed/Allowed/5-5-2010
Premier Perks	85/272652	Palm Beach Tan, Inc.	Filed/3-21-2011
Planet Tan Premier	85/273563	Palm Beach Tan, Inc.	Filed/3-22-2011
Planet Tan Premier Perks	85/272661	Palm Beach Tan, Inc.	Filed/3-21-2011
Palm Beach Tan Premier Perks	85/273527	Palm Beach Tan, Inc.	Filed/3-22-2011

Foreign Trademarks			
Trademark	Registration/Application No. and Date	Owner	Status/Next Deadline
The Tanning Superstore	2688570, 4-15-2004	Palm Beach Tan, Inc.	Registered/5-31-2012
Palm Beach Tan	1918556, 9-12-1995	Palm Beach Tan, Inc.	Registered/9-12-2015
(Palm Tree Logo)	2039168, 2-18-1997	Palm Beach Tan, Inc.	Registered/2-18-2017
Domain Names			
Domain Name	Renewal Date	Registrant	
DESERTSUNCORP.COM	6/12/2012	Go Daddy	
DESERTSUNSALONS.COM	9/15/2012	Go Daddy	
DESERTSUNTANNING.COM	6/17/2012	Go Daddy	
DESERTSUNTANNING.XXX	1/18/2013	Go Daddy	
DESERTSUNTANNINGSALONS.COM	1/31/2013	Go Daddy	
DSSALONS.COM	7/30/2013	Go Daddy	
DSTSALONS.COM	6/22/2012	Go Daddy	
FEEDYOUREGO.COM	11/13/2017	Go Daddy	
FEEDYOUREGO.NET	12/6/2017	Go Daddy	
FEEDYOUREGO.ORG	12/6/2017	Go Daddy	
MISSDESERTSUN.COM	1/22/2013	Go Daddy	
PALMBEACHTAN.BIZ	12/3/2012	Go Daddy	
PALM-BEACH-TAN.BIZ	12/3/2012	Go Daddy	
PALMBEACHTAN.CC	6/4/2012	Go Daddy	
PALMBEACHTAN.COM	1/30/2014	Go Daddy	
PALM-BEACH-TAN.COM	12/4/2012	Go Daddy	
PALMBEACHTAN.INFO	12/4/2015	Go Daddy	
PALM-BEACH-TAN.INFO	12/4/2012	Go Daddy	
PALMBEACHTAN.NAME	6/4/2012	Go Daddy	
PALMBEACHTAN.NET	2/16/2013	Go Daddy	
PALM-BEACH-TAN.NET	12/4/2012	Go Daddy	
PALMBEACHTAN.ORG	6/4/2012	Go Daddy	
PALM-BEACH-TAN.ORG	12/4/2012	Go Daddy	
PALMBEACHTAN.TV	12/17/2012	Go Daddy	
PALMBEACHTAN.US	8/4/2012	Go Daddy	
PALM-BEACH-TAN.US	12/3/2012	Go Daddy	
PALMBEACHTAN.XXX	12/1/2021	Go Daddy	
PBTAN.COM	1/30/2016	Go Daddy	
PLANETTAN.COM	7/25/2016	Go Daddy	
PLANETTAN.ORG	12/6/2017	Go Daddy	

PLANETTAN.XXX	12/1/2021	Go Daddy	
SUNSPRAY.BIZ	2/5/2013	Go Daddy	
SUNSPRAY.INFO	2/6/2013	Go Daddy	
SUNSPRAYS.COM	2/6/2013	Go Daddy	
SUNSPRAYTAN.COM	2/6/2013	Go Daddy	
TANNING16MAIL.COM	6/16/2012	Go Daddy	
TANNING17MAIL.COM	6/16/2013	Go Daddy	
TANNING18MAIL.COM	6/16/2013	Go Daddy	
TANNING19MAIL.COM	6/16/2013	Go Daddy	
TANNING2MAIL.COM	4/9/2012	Go Daddy	
TANNINGADDISON.COM	9/22/2012	Go Daddy	
TANNINGALLEN.COM	9/22/2012	Go Daddy	
TANNINGDENTON.COM	9/22/2012	Go Daddy	
TANNINGEULESS.COM	9/22/2012	Go Daddy	
TANNINGFRISCO.COM	9/22/2012	Go Daddy	
TANNINGGARLAND.COM	9/22/2012	Go Daddy	
TANNINGGLASCOLINAS.COM	9/22/2012	Go Daddy	
TANNINGLEWISVILLE.COM	9/22/2012	Go Daddy	
TANNINGLITTLEELM.COM	9/22/2012	Go Daddy	
TANNINGMAIL.COM	10/29/2012	Go Daddy	
TANNINGMCKINNEY.COM	9/22/2012	Go Daddy	
TANNINGMURPHY.COM	9/22/2012	Go Daddy	
TANNINGNORTHDALLAS.COM	9/22/2012	Go Daddy	
TANNINGNORTHRICHLANDHILLS.COM	9/22/2012	Go Daddy	
TANNINGPLANO.COM	9/22/2012	Go Daddy	
TANNINGSOUTHLAKE.COM	9/22/2012	Go Daddy	
TANNINGWESTPLANO.COM	9/22/2012	Go Daddy	
TANWISELY.COM	1/19/2013	Go Daddy	
TANWISELY.NET	11/12/2012	Go Daddy	
TANWISELY.ORG	11/12/2012	Go Daddy	