

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sun & Skin Care Research, Inc.		04/06/2012	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Sun & Skin Care Research, LLC
Street Address:	851 Greensboro Road
City:	Cocoa
State/Country:	FLORIDA
Postal Code:	32926
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3416131	SOLAPLEX
Registration Number:	3241910	MAUI WAVE
Registration Number:	3287216	INSTANT DRY SPF 50 MIST
Registration Number:	3270519	INSTANT DRY SPF 30 MIST
Registration Number:	3183002	GRADUAL GLOW
Registration Number:	3183001	EVER GLOW
Registration Number:	2912866	HEAT WAVE
Registration Number:	2910608	FACE POTION
Registration Number:	2865642	OCEAN POTION
Registration Number:	2663419	OCEAN POTION
Registration Number:	2724181	OCEAN POTION
Registration Number:	3699711	SEACURE
Registration Number:	2766091	OCEAN POTION
Registration Number:	0799637	NO-AD

CH \$715.00 3416131

Registration Number:	2286720	NO-AD
Registration Number:	4080651	RX SUNCARE COLOR SAVER AND CONDITIONER HAIRGUARD HPF
Registration Number:	3667466	RX SUNCARE
Registration Number:	3295336	SPLASH & DISCOVER
Registration Number:	3262429	SUN PALS
Registration Number:	2082581	
Registration Number:	2082580	
Registration Number:	2082579	
Registration Number:	2082578	
Registration Number:	2082577	
Registration Number:	2082576	
Registration Number:	1674732	
Serial Number:	85193424	INSTANT DRY SPF30 MIST
Serial Number:	85109458	NO-SQUITO

CORRESPONDENCE DATA

Fax Number: 4045273662
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Email: amusto@mckennalong.com
 Correspondent Name: Alison E. Musto
 Address Line 1: McKenna Long & Aldridge LLP
 Address Line 2: 303 Peachtree Street NE, Suite 5300
 Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	033422.00002
NAME OF SUBMITTER:	Alison E. Musto
Signature:	/aem/
Date:	04/17/2012

Total Attachments: 10
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of this 6th day of April, 2012 (the "Effective Date"), by and between **Sun & Skin Care Research, Inc.**, a Florida corporation, with its principal office located in Cocoa, Florida (the "Assignor") and **Sun & Skin Care Research, LLC**, a Delaware limited liability company, with its principal office located in Cocoa, Florida (the "Assignee").

WHEREAS, the Assignee desires to obtain ownership of the Marks (as defined below) from Assignor; and

WHEREAS, pursuant to the Contribution Agreement dated as of March 15, 2012 by and among Assignor, Assignee and the other parties thereto (the "Contribution Agreement"), Assignor agrees to assign, transfer and convey all of its right, title and interest in and to the Marks (as defined below) to the Assignee; and

WHEREAS, Assignor presently owns the right, title, and interest in and to the trademark registrations and the trademark applications set forth on Exhibit A attached hereto, together with all goodwill associated therewith (the "Marks").

NOW THEREFORE, for good and valuable consideration and the mutual covenants and promises contained herein, the legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. The Assignor hereby assigns, transfers, and conveys to the Assignee all of the Assignor's right, title and interest in and to the Marks throughout the United States and the rest of the world, and the Assignee hereby accepts such assignment. Such assignment shall include all rights in and to the Marks, including all trademarks, service marks, copyrights, moral rights, industrial design rights and trade secrets, whether or not any of the foregoing are registered, together with the right to file applications on the foregoing, and all rights to bring actions at law or in equity for the past, present and future infringements, misappropriations or other violations of any of the foregoing, including all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto.
2. Cooperation. The Assignor will upon request of the Assignee, at no extra cost to the Assignee, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be requested by the Assignee to carry out the intent of this Agreement or to otherwise perfect, record, confirm, or enforce the Assignee's rights in and to the Marks.
3. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile and other electronic means, including pdf and email.

4. Amendment. No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in writing and duly executed by the parties hereto.

5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to the principles of conflicts of law thereof.

6. Successors. The terms, conditions and obligations of this Agreement shall inure to the benefit of and be binding upon the parties hereto and the respective successors and assigns thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the Effective Date.

ASSIGNOR:

Sun & Skin Care Research, Inc., a Florida corporation

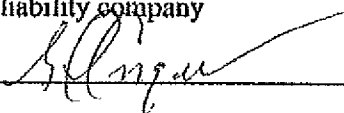
By: 

Name: Gary DeAngelo

Title: Chief Executive Officer

ASSIGNEE:

Sun & Skin Care Research, LLC, a Delaware limited liability company

By: 

Name: Gary DeAngelo

Title: Manager

TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 004758 FRAME: 0229

EXHIBIT A

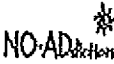







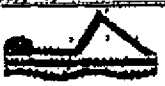
MARKS

See attached documents.

U.S. Trademarks	Registration No.	Class
Solaplox	3416131	003
Maui Wave	3241910	003
Instant Dry SPF 50 Mist	3287216	003
Instant Dry SPF 30 Mist	3270519	003
Gradual Glow	3183002	003
Ever Glow	3183001	003
Heat Wave	2912866	003
Face Potion	2910608	003
Ocean Potion	2865642	003
Ocean Potion	2663419	025
Ocean Potion	2724181	003
Seacure	3699711	003
Ocean Potion	2766091	003
NO-AD	0799637	051
NO-AD	2286720	003
Instant Dry SPF 30 Mist	85/193,424*	003
RX Suncare Color Saver and Conditioner	4080651	003
Hairguard HPP		
RX Suncare design	3667466	003
NO-SQUITO	85/109,458*	003

* Application serial number

U.S. State Trademarks	Registration No.	Class
Ocean Potion - Florida and design	T02000000440	3, 35
Ocean Potion - Hawaii and design	4000293	
Ocean Potion - Hawaii and design	4000298	3

COUNTRY	TRADEMARK	REG. NO.	CLASS
UNITED STATES	SPLASH & DISCOVER	3295336	3
	SUN PALS	3262429	3
	NO-AD AROMA BATH & SHOWER THERAPY	2329957	3
	NO-AD	2286720	3
	 NO-AD [*] <small>Deletion</small>	2224283	36 (Scholarships) 42 (Drug Awareness)
	 NO-AD <i>babies</i>	2293449	3
	 Red or pink (single color used on packaging, labels or signs)	2082581	3
	 Yellow or gold (single color used on packaging, labels or signs)	2082580	3
	 Green (single color used on packaging, labels or signs)	2082579	3
	 Blue (single color used on packaging, labels or signs)	2082578	3
	 Orange (single color used on packaging, labels or signs)	2082577	3
	 Violet or purple (single color used on packaging, labels or signs)	2082576	3
		1674732	3
	NO-AD	0799637	3

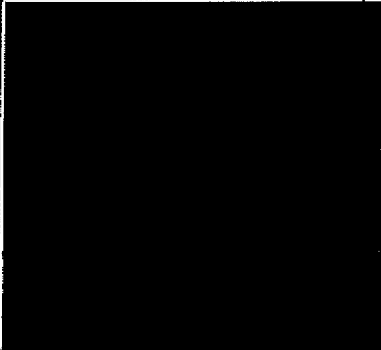
Foreign Trademarks



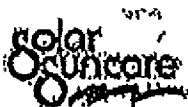

Foreign Trademarks By Country	Registration No.	Class	
Ocean Potlon Canada	TMA633,927	3	
Ocean Potlon Venezuela	P256152	3	
Ocean Potlon Brazil	827053401	5	
Ocean Potlon Mexico	819250	3	
Ocean Potlon Europe **	003262979	3	
Ocean Potlon Maldives			
Ocean Potlon Chlle	738.081	3	
Ocean Potlon Dominican Republic	140333		
Ocean Potlon Argentina	2.910.560*	3	
Ocean Potlon and design Philippines	4-2010-500032*	3	
Ocean Potlon-block print Philippines	4-2010-500033*	3	
Ocean Potlon and design South Korea	40-903967	3	


* Application pending

** covers the countries of Austria, Belgium, Bulgaria, Switzerland, Cyprus, Czech Republic, Germany, Denmark, Estonia, Spain, Finland, France, United Kingdom, Greece, Hungary, Ireland, Iceland, Italy, Liechtenstein, Lithuania, Luxembourg, Latvia, Monaco, Malta, Netherlands, Poland, Portugal, Romania, Sweden, Slovenia, Slovakia, Turkey

Foreign Trademarks

Foreign Trademarks	Country	Registration No.	
NO-AD	Argentina	1864337	
NO-AD	Chile	659248	
NO-AD	Panama	79364	
NO-AD	Peru	21131	
NO-AD	United Kingdom	2010594	
NO-AD	Venezuela	P246728	
NO-AD	Venezuela	P249738	
NO-AD	Venezuela	P249739	

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>CLASS</u>
ARGENTINA	NO-AD SUN PALS	1864337 2128087	3 3
AUSTRALIA	 No-Ad		
		833996	
	 No-Ad		
		1158307	
	D	1165646	
BENLUX	NO-AD	618326	3
CANADA			
CHILE	NO-AD SUN PALS	659248 698659	3 3
COLOMBIA	SUN PALS	312900	
GERMANY	NO-AD	39539269,1	3
IRELAND	NO-AD	172512	3
ISRAEL	NO-AD	98333	3
ITALY	NO-AD	M02005C000253	3
JAPAN	NO-AD and katakane	4220954	3
NEW ZEALAND			
	PALS	760734	
PANAMA	NO-AD	79364	
PERU	NO-AD SUN PALS	21131 MAY BE PENDING	
UNITED KINGDOM	NO-AD  	2010594 2020822	3 3

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>CLASS</u>
VENEZUELA	NO-AD NO-AD 	P246728 P249738	3 3
	NO-AD SUN PALS	P249739 P271423	3 3
EUROPEAN UNION			3
			3
	SUN PALS		3
	NO-AD		3