

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement Supplement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JK North America, Inc.		05/10/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Commerzbank Aktiengesellschaft, as Security Trustee
Street Address:	Postfach 20 03 24
City:	Koblenz
State/Country:	GERMANY
Postal Code:	56003
Entity Type:	Bank: GERMANY

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3020782	BERMUDA GOLD
Registration Number:	3021018	BERMUDA GOLD
Registration Number:	1980520	CCS
Registration Number:	3075720	COLOR BY ERGOLINE
Registration Number:	2041363	CYBER-DOME
Registration Number:	3405982	ETS TAN
Registration Number:	2823795	GENESIS
Registration Number:	1808399	INTELLITAN
Registration Number:	1871202	ORBIT
Registration Number:	1812862	PLATINUM
Registration Number:	3017911	SOLTRON
Registration Number:	3116108	SOLTRON THE SUNMAKER
Registration Number:	3716298	SUN ANGEL
Registration Number:	3656811	SUN BUSINESS

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Registration Number:	3656812	SUN ERGOLINE
Registration Number:	1619723	SUNDASH
Registration Number:	1723583	SUNTANA SUNSYSTEMS
Registration Number:	2044173	VHP
Registration Number:	2983248	WHAT COLOR IS YOUR TAN?
Serial Number:	85044649	BEAUTY ANGEL
Serial Number:	85351693	ETS ELITE
Serial Number:	77773556	JK LIGHT
Serial Number:	77504502	SOLAR ANGEL
Serial Number:	77929160	ULTRALIGHT TRANSDERMAL HEALTH & EXERCISE SYSTEM

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 202479-5

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Jean Paterson

Signature: /jep/

Date: 05/14/2012

Total Attachments: 7
source=5-14-12 JK North America-TM#page1.tif
source=5-14-12 JK North America-TM#page2.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies):</p> <p style="text-align: center;">JK NORTH AMERICA, INC.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p>	<p>2. Name and address of receiving party(ies)</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>Commerzbank Aktiengesellschaft</u></p> <p>Internal _____</p> <p>Address: <u>as Security Trustee</u></p> <p>Street Address: <u>Postfach 20 03 24</u></p> <p>City: <u>Koblenz</u></p> <p>State: _____</p> <p>Country: <u>Germany</u> Zip: <u>56003</u></p> <p> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>Bank</u> Citizenship <u>Germany</u> </p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
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3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 05/10/2012

Assignment Merger
 Security Agreement Change of Name
 Other Security Agreement Supplement

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) <u>85044649 & 4 others; see schedule attached</u>	B. Trademark Registration No.(s) <u>3020782 & 18 others; See Schedule attached</u>
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Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Jill C. Ruderfer</u></p> <p>Internal Address: <u>31 West 52nd Street</u></p> <p>Street Address: <u>31 West 52nd Street</u></p> <p>City: <u>New York</u></p> <p>State: <u>NY</u> Zip: <u>10019</u></p> <p>Phone Number: <u>212-878-8022</u></p> <p>Fax Number: <u>212-878-8375</u></p> <p>Email Address: <u>jill.ruderfer@cliffordchance.com</u></p>	<p>6. Total number of applications and registrations involved:</p> <div style="border: 1px solid black; width: 100px; height: 30px; text-align: center; margin: 5px auto;">24</div> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p> <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed </p> <p>8. Payment Information:</p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
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9. Signature:

5/11/2012

 Signature Date

 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

(Trademark, Trademark Registrations and Trademark Applications)

WHEREAS, JK NORTH AMERICA, INC., a Delaware corporation (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and UniCredit Luxembourg S.A., as agent, are parties to a Secured Facilities Agreement dated 7 May 2012 (as amended, supplemented or otherwise modified from time to time, the "Facilities Agreement"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of May 10, 2012 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and Commerzbank Aktiengesellschaft, as Security Trustee (the "Security Trustee", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Trustee as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Trustee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule I hereto) or for the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Security Trustee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Trustee's name, from time to time, in the Security Trustee's discretion, so long as any Event of Default (as defined in the Security Agreement) shall have occurred and be continuing, to take with respect to the

Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Trustee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Trustee with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

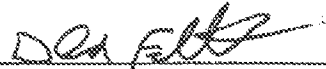
This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 10th day of May, 2012.

JK NORTH AMERICA, INC.,
as Grantor

By: 
Name: DONALD FELTON
Title: CFO / SECRETARY

Acknowledged:

COMMERZBANK AKTIENGESELLSCHAFT,
as Security Trustee

By: _____
Name:
Title:

{Signature Page to IP Supplement for JK North America, Inc.}

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 10th day of May, 2012.

JK NORTH AMERICA, INC.,
as Grantor

By: _____
Name:
Title:

Acknowledged:

COMMERZBANK AKTIENGESELLSCHAFT,
as Security Trustee

By: [Signature] [Signature]
Name: Pawlowski Elbig
Title: VP Professional

[Signature Page to IP Supplement for JK North America, Inc.]

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BERMUDA GOLD	3020782	November 29, 2005
BERMUDA GOLD	3021018	November 29, 2005
CCS	1980520	June 18, 1996
COLOR BY ERGOLINE	3075720	April 4, 2006
CYBER DOME	2041363	February 25, 1997
ETS TAN	3405982	April 1, 2008
GENESIS	2823795	March 16, 2004
INTELLITAN	1808399	November 30, 1993
ORBIT	1871202	October 11, 1994
PLATINUM	1812862	December 21, 1993
SOLTRON	3017911	November 22, 2005
SOLTRON THE SUNMAKER	3116108	July 18, 2006
SUN ANGEL	3716298	November 24, 2009
SUN BUSINESS	3656811	July 21, 2009
SUN ERGOLINE	3656812	July 21, 2009
SUNDASH	1619723	October 30, 1990
SUNTANA SUNSYSTEMS	1723583	October 13, 1992
VHP	2044173	March 11, 1997
WHAT COLOR IS YOUR TAN?	2983248	August 9, 2005

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
BEAUTY ANGEL	85044649	May 21, 2010
ETS ELITE	85351693	June 21, 2011
JK LIGHT	77773556	July 2, 2009
SOLAR ANGEL	77504502	June 20, 2008
ULTRALIGHT TRANSDERMAL HEALTH & EXERCISE SYSTEM	77929160	February 5, 2010