

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
Hollywood Tans Brands, LLC		05/18/2012	LIMITED LIABILITY COMPANY: DELAWARE
Hollywood Tans Group, LLC		05/18/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	HT Branding, LLC
Street Address:	11 Enterprise Court
City:	Sewell
State/Country:	NEW JERSEY
Postal Code:	08080
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2228843	HOLLYWOOD TANS
Registration Number:	2492716	HT
Registration Number:	3541626	HT
Registration Number:	2725161	HT HOLLYWOOD TANS
Registration Number:	3074282	HT HOLLYWOOD TANS
Registration Number:	3504965	HT TANNING
Serial Number:	77255146	HT TANS
Registration Number:	3505164	TANETICS
Registration Number:	2590596	YOU DON'T HAVE TO GO TO HOLLYWOOD...TO GET A HOLLYWOOD TAN!

CORRESPONDENCE DATA

Fax Number: 6144642634

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

Phone: (614) 462-5400
Email: trademarks@keglerbrown.com
Correspondent Name: Kegler Brown Hill & Ritter Co. - RGS
Address Line 1: 65 East State Street
Address Line 2: Suite 1800
Address Line 4: Columbus, OHIO 43215

ATTORNEY DOCKET NUMBER:	107796.1TMASSGNMNT
NAME OF SUBMITTER:	Robert G. Schuler
Signature:	/RGS/
Date:	05/24/2012

Total Attachments: 8

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This is an Assignment of Intellectual Property (this "Assignment") made effective as of the 21st day of May, 2012 by and between Hollywood Tans Brands, LLC, a Delaware limited liability company, and Hollywood Tans Group, LLC, a Delaware limited liability company (collectively the "Assignors"), and HT Branding, LLC, a Delaware limited liability company (the "Assignee") as the designee of Hollywood Tans Acquisition Group, LLC, a Delaware limited liability company (the "Acquisition Company").

RECITALS

WHEREAS, Assignors, the Acquisition Company, and others are parties to that certain Disposition Agreement of even date herewith (the "Agreement"), pursuant to which Assignors have agreed to sell to Assignee, and the Acquisition Company has agreed to accept from Assignors the Transferred Assets (as defined in the Agreement), including, without limitation, all Intellectual Property (as defined in the Agreement).

WHEREAS, pursuant to Section 5.03 of the Agreement, Assignors have agreed to execute such instruments as the Acquisition Company may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to the Acquisition Company and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Acquisition Company of, all of such Transferred Assets, including, without limitation, all Intellectual Property.

WHEREAS, the Acquisition Company designated the Assignee to acquire all of its right title and interest in and to Assignor's Intellectual Property under the Agreement.

WHEREAS, in accordance therewith, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignors' worldwide right, title and interest in and to, the Intellectual Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration as set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby assign, transfer and set over to the Assignee all right, title and interest in and to the Intellectual Property, including, but not limited to, the right to apply for any patents, copyrights, trademarks, or other intellectual property rights anywhere in the United States and any and all foreign countries based upon any of the Intellectual Property. Exhibit A, attached hereto and incorporated herein, contains a non-exhaustive list of the registered Intellectual Property to be transferred under this Assignment.

Assignors hereby authorize Assignee to file patent applications, copyright registrations, trademark registrations, or any other applicable registrations in any and all countries based upon any or all of the Intellectual Property, in the individual inventors' names, in Assignors' name, in

Assignee's name or otherwise as the Assignee may deem appropriate or advisable, under applicable international convention or otherwise.

Assignors hereby represent and warrant that it has the full right and power to convey the entire right and interest herein assigned, that Assignors have granted no rights or interests to third parties that are inconsistent with the rights and interests granted herein, and that Assignors will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

Assignors hereby covenant and agree that it will, upon request of the Assignee, communicate to the Assignee any known facts relating to the Intellectual Property and the development history thereof, testify in any legal proceeding, execute all lawful papers and all rightful oaths and declarations, and generally do all further acts which may be deemed necessary by the Assignee to obtain and enforce proper protection for the Intellectual Property in all countries.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement. The terms of the Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

(Signature page(s) to follow, Remainder of page left blank)

IN WITNESS WHEREOF, the undersigned Assignors and Assignee have caused this Assignment of Intellectual Property to be executed as of the date first above written.

ASSIGNORS:

HOLLYWOOD TANS BRANDS, LLC,
a Delaware limited liability company

HOLLYWOOD TANS GROUP, LLC,
a Delaware limited liability company

By: ACF HT Financing, LLC
Its: Agent, as Power of Attorney

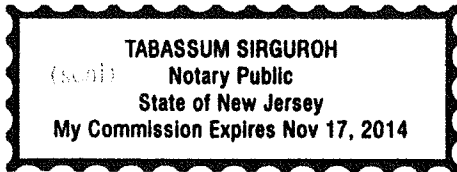
By: ACF HT Financing, LLC
Its: Agent, as Power of Attorney

By: St. G. Graham
Name: Steve Graham
Title: Authorized Officer

By: St. G. Graham
Name: Steve Graham
Title: Authorized Officer

State of New Jersey,
County of Middlesex } ss.:

The foregoing instrument was acknowledged before me this 18th day of May, 2012, by Steve Graham as the Authorized Officer of ACF HT Financing, LLC, the Agent for Hollywood Tans Brands, LLC, a Delaware limited liability company, under power of attorney, on behalf of the said limited liability company.

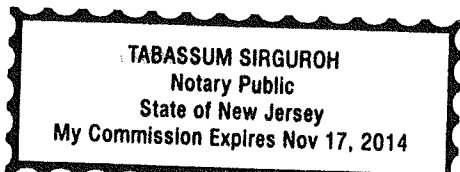


Witness my hand and official seal.

J. Sirguroh
Notary Public
My Commission Expires: November 17, 2014

State of New Jersey,
County of Middlesex } ss.:

The foregoing instrument was acknowledged before me this 18th day of May, 2012, by Steve Graham as the Authorized Officer of ACF HT Financing, LLC, the Agent of Hollywood Tans Group, LLC, a Delaware limited liability company, under power of attorney, on behalf of the said limited liability company.



Witness my hand and official seal.

J. Sirguroh
Notary Public
My Commission Expires: November 17, 2014

[Signatures continue on next page]

ASSIGNEE:

HT BRANDING, LLC

a Delaware limited liability company

By: *St. Graham*

Name: Steve Graham

Title: Authorized Officer

State of New Jersey,

County of Middlesex,

ss.:

The foregoing instrument was acknowledged before me this 18th day of May, 2012, by Steve Graham as the Authorized Officer of HT Branding, LLC, a Delaware limited liability company, on behalf of the said limited liability company.

Witness my hand and official seal.

J. Regus

Notary Public

My Commission Expires: November 17, 2014

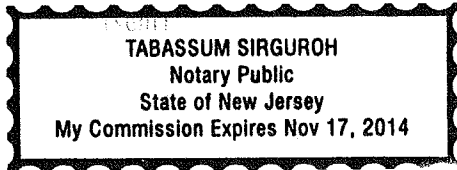








EXHIBIT A

Intellectual Property

1. Trademarks.

<u>Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Patent No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Hollywood Tans Brands, LLC	USA	HOLLYWOOD TANS	2,228,843	April 13, 1998	March 2, 1999
Hollywood Tans Brands, LLC	USA	HT	2,492,716	January 5, 2001	September 25, 2001
Hollywood Tans Brands, LLC	USA	HT	3,541,626	February 21, 2008	December 2, 2008
Hollywood Tans Brands, LLC	USA	HT HOLLYWOOD TANS (Stylized) 	2,725,161	January 5, 2001	June 10, 2003
Hollywood Tans Brands, LLC	USA	HT HOLLYWOOD TANS (Stylized) 	3,074,282	July 21, 2003	March 28, 2006
Hollywood Tans Brands, LLC	USA	HT TANNING	3,504,965	February 21, 2008	September 23, 2008
Hollywood Tans Brands, LLC	USA	HT TANS	77/255,146	August 14, 2007	Abandoned November 30, 2009 (statement of use not filed)
Hollywood Tans	USA	TANETICS	3,505,164	March 12, 2008	September 23, 2008

Brands, LLC					
Hollywood Tans Brands, LLC	USA	YOU DON'T HAVE TO GO TO HOLLYWOOD... TO GET A HOLLYWOOD TAN!	2,590,596	July 6, 2000	July 9, 2002
Hollywood Tans Group, LLC	Canada	HOLLYWOOD TANS	TMA683032	February 6, 2001	March 6, 2007
Hollywood Tans Group, LLC	Canada	HT	TMA683034	February 6, 2001	March 6, 2007
Hollywood Tans Group, LLC	Canada	HT HOLLYWOOD TANS (Stylized)  HOLLYWOOD TANS	TMA683035	February 6, 2001	March 6, 2007
Hollywood Tans Group, LLC	Canada	YOU DON'T HAVE TO GO TO HOLLYWOOD... TO GET A HOLLYWOOD TAN!	TMA683019	February 6, 2001	March 6, 2007
Hollywood Tans Brands, LLC	CTM	HOLLYWOOD TANS	2,456,374	November 9, 2001	February 24, 2003
Hollywood Tans Brands, LLC	CTM	HT	2,456,317	November 9, 2001	July 7, 2003
Hollywood Tans Brands, LLC	CTM	HOLLYWOOD TANS	6,763,486	March 19, 2008	January 14, 2009
Hollywood Tans Brands, LLC	CTM	HT HOLLYWOOD TANS (Stylized)	2,456,325	November 9, 2001	February 4, 2003

		 HOLLYWOOD TANS			
Hollywood Tans Brands, LLC	CTM	YOU DON'T HAVE TO GO TO HOLLYWOOD... TO GET A HOLLYWOOD TAN!	2,456,333	November 9, 2001	May 28, 2003
Hollywood Tans Brands, LLC	Israel	HOLLYWOOD TANS	153,308	November 11, 2001	April 3, 2003
Hollywood Tans Brands, LLC	Israel	HT	153,307	November 11, 2001	April 3, 2003
Hollywood Tans Brands, LLC	Israel	HT HOLLYWOOD TANS (Stylized)  HOLLYWOOD TANS	153,305	November 11, 2001	May 5, 2004
Hollywood Tans, LLC	Turkey	HOLLYWOOD TANS	2003/22875	August 28, 2003	December 20, 2004
Hollywood Tans, LLC	Turkey	HT	2003/21733	August 18, 2003	December 20, 2004
Hollywood Tans, LLC	Turkey	HT HOLLYWOOD TANS (Stylized)  HOLLYWOOD TANS	2003/22874	August 28, 2003	December 20, 2004
Hollywood Tans, LLC	Turkey	YOU DON'T HAVE TO GO TO HOLLYWOOD... TO GET A HOLLYWOOD TAN!	2003/22876	August 28, 2003	December 17, 2004

2. Patents.

Hollywood Tanning Systems, Inc.	USA	Tanning booth having reduced tanning time	6,673,097	April 18, 2001	January 6, 2004
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3. Domain Names

Domain Names	Registrant	Date Registered	Date Expired
hollywoodtans.biz	---	---	---
hollywoodtan.biz	---	---	---
hollywoodtans.net	Hollywood Tans, LLC	24-Mar-00	24-Mar-16
instanttanbooth.com	---	---	---
hollywoodtan.com	Hollywood Tans, LLC	05-Aug-99	05-Aug-13
hollywoodtans.com	Hollywood Tans, LLC	05-Oct-98	24-Jul-19
franshiseroadshow.net	---	---	---

4. Tradenames

- a. Hollywood Tans
- b. HT Tans
- c. Hollywood Tanning Systems
- d. HT Tanning

5. Unregistered Trademarks

- a. TanNation