

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
Desert Sun Franchising, Inc.		07/31/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	DST Franchising, LLC
Street Address:	10708 Main Street, Suite 200
City:	Bellevue
State/Country:	WASHINGTON
Postal Code:	98004
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2242039	DESERT SUN
Registration Number:	3016136	DESERT SUN
Registration Number:	3068309	DESERT SUN
Registration Number:	3079312	DESERT SUN
Registration Number:	3171127	DESERT SUN
Registration Number:	3171132	DESERT SUN
Registration Number:	3334875	DESERT SUN TANNING SALONS
Registration Number:	3171130	MISS DESERT SUN
Registration Number:	3171131	MISS DESERT SUN
Registration Number:	3131184	GET NAKED. GET TAN. GET LUCKY.

CORRESPONDENCE DATA

Fax Number: 2062742801
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 206 274-2800
Email: trademarks@newmanlaw.com
Correspondent Name: Sirina Tsai, Newman Du Wors
Address Line 1: 1201 Third Avenue, Suite 1600
Address Line 4: Seattle, WASHINGTON 98101

NAME OF SUBMITTER:	Sirina Tsai
Signature:	/Sirina Tsai/
Date:	08/02/2012
Total Attachments: 2 source=Assignment_Trademarks#page1.tif source=Assignment_Trademarks#page2.tif	

TRADEMARK ASSIGNMENT

from and between

Desert Sun Franchising, Inc. to DST Franchising, LLC

Definitions

"Assignor" is Desert Sun Franchising Inc., a Delaware corporation.

"Assignee" is DST Franchising, LLC, a Washington limited liability company.

"Intellectual Property" is

- the trademark DESERT SUN, which is the subject of U.S. trademark registration numbers 2242039, 3016136, 3068309, and 3079312;
- the trademark DESERT SUN and design (cactus and sun), which is the subject of U.S. trademark registration numbers 3171127 and 3171132;
- the trademark DESERT SUN and design (round sun), which is the subject of U.S. trademark registration number 3334875;
- the trademark MISS DESERT SUN, which is the subject of U.S. trademark registration numbers 3171130 and 3171131;
- the trademark GET NAKED. GET TAN. GET LUCKY., which is the subject of U.S. trademark registration number 3131184;
- the goodwill of Assignor's business connected with and symbolized by the trademarks, including goodwill associated with goods and/or services not specified in the trademark applications and registrations listed above; and
- any and all other intellectual property belonging to Assignor as of the execution of this assignment, but excluding the assets named in paragraph 1.4(d) of the Asset Purchase Agreement entered into by Assignor, Assignee, and other parties on May 10, 2012.

Preliminaries

Assignor, Assignee, and other parties entered into an Asset Purchase Agreement on May 10, 2012, in which good and valuable consideration was given by Assignee for the Intellectual Property (defined therein as the "Marks").

Transfer

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by both parties, Assignor assigns to Assignee all right, title, and interest in and to

- (1) the Intellectual Property;
- (2) all income, royalties, and damages hereafter due or payable to Assignor relating to the Intellectual Property, including damages and payments for past, current, and future infringements;

- (3) the exclusive right to sue, bring actions for, or recover damages, profits, or other compensation and injunctive relief for any and all past, current, or future infringements or otherwise unauthorized uses of the Intellectual Property;
- (4) the exclusive rights to register trademarks in any part of the Intellectual Property, worldwide;
- (5) all other rights in the Intellectual Property now existing or which may be later-created statutorily or otherwise, including the rights to license, transfer, lend, or otherwise dispose of the Intellectual Property or parts of it.

Additional Intellectual Property Provisions

Assignor warrants that it is the legal owner of all right, title and interest in the Intellectual Property, that the Intellectual Property has not been otherwise previously been pledged, assigned, or encumbered, and that this Assignment does not infringe on the rights of any person.

Assignor agrees to

- execute and deliver all papers, instruments, and documents and
- to perform any other reasonable acts

required to vest all of Assignor's rights, title, and interest in and to the Intellectual Property in the Assignee, or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee and to the extent such evidence is in the possession or control of Assignor.


Miscellaneous

Disputes regarding this Assignment shall be governed by the laws of the State of Washington, without regard to principles of conflicts of law.

Assignor appoints Assignee as its attorney-in-fact with regard to matters arising out of this Assignment, and Assignor acknowledges and agrees that Assignee is authorized to act on behalf of Assignor to effectuate this Assignment

The undersigned represents that he has the authority and right to enter into this Assignment on behalf of Assignor. Assignor, by this duly authorized agent, agrees to this Assignment, effective and executed on:

(date) 7-31-2012

by: 

name: James O. George

title: PRESIDENT