

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
Sun & Skin Care Research, LLC		02/06/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	1180 West Peachtree St. NW		
Internal Address:	Suite 1000		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	an Alabama bank: ALABAMA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1279505	AMPHIBIOUS FORMULA	
Serial Number:	85520395	BEAT THE BURN AND THE BITE	
Registration Number:	3206965	BLOCK THE BURN AND THE BITE	
Registration Number:	1279506	BULLFROG	
Serial Number:	85564332	BULLFROG KIDS UV DEFENDER	
Serial Number:	85526176	ENGINEERED TO STAY PUT IN AND OUT OF THE WATER	
Serial Number:	85555327	INSTACOOOL	
Registration Number:	2847789	MOSQUITO COAST	
Registration Number:	1951563	QUIK GEL	
Registration Number:	3948903	SOLAR GEAR	
Registration Number:	3667573	SOLARSPHERE	
Serial Number:	85423207	THE ULTIMATE WATER RESISTANT SUNSCREEN	
Registration Number:	1996473	THE ULTIMATE WATERPROOF SUNBLOCK	

TRADEMARK

Registration Number:	3517329	UV EXTENDER
Registration Number:	3962610	WATER ARMOR
Registration Number:	3804579	YOU WON'T SEE ME BURN!

CORRESPONDENCE DATA

Fax Number: 4045228409

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

Phone: 404-420-5527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal

Address Line 1: 285 Peachtree Center Avenue

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	3717-220
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NAME OF SUBMITTER:	Bobbi Accord
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Signature:	/ba/
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Date:	02/18/2013
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") dated as of February 6, 2013 by and between **SUN & SKIN CARE RESEARCH, LLC**, a Delaware limited liability company (the "Grantor"), having its chief executive office at 861 Greensboro Road, Cocoa, Florida 32926, and **REGIONS BANK**, an Alabama bank, as lender (in such capacity, together with its successors and assigns in such capacity, the "Lender"), with offices at 1180 W. Peachtree Street, N.W., Suite 1000, Atlanta, Georgia 30309.

This Agreement is executed pursuant to the terms of (a) that certain Consent and Second Amendment to Loan and Security Agreement dated the date hereof (the "Domestic Second Amendment"), by and among Borrower, Sun & Skin Care Research, Inc., an Ontario corporation, and Lender and (b) that certain Consent and Second Amendment to Ex-Im Loan and Security Agreement dated the date hereof (the "Ex-Im Second Amendment" and, together with the Domestic Second Amendment, the "Second Amendments"), by and among Borrower, Sun & Skin Care Research, Inc., an Ontario corporation, and Lender. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Loan Agreement (as defined in the Second Amendments).

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Lender a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;
- (ii) all reissues, continuations and extensions of the foregoing;
- (iii) all claims by the Grantor against third parties (a) for past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature page to this Agreement delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

SUN & SKIN CARE RESEARCH, LLC, as Grantor

By: 

Name: Thomas S. Harbin, III

Title: Manager

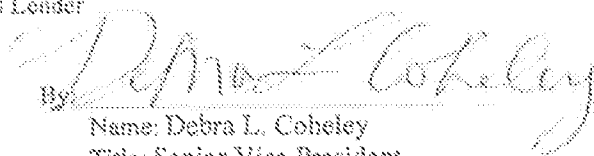
[Signatures continued on following page.]

Trademark Security Agreement

Agreed and Accepted as of the date first above written.

REGIONS BANK,

as Lender

By: 

Name: Debra L. Coheley

Title: Senior Vice President

Trademark Security Agreement

Schedule A to Trademark Security Agreement

TRADEMARKS

Grantor	Trademark	Country	Serial No.	Filing Date	Registration No.	Registration Date
Sun & Skin Care Research, LLC	AMPHIBIOUS FORMULA	United States	73/402,078	11/8/1982	1,279,505	5/29/1984
Sun & Skin Care Research, LLC	BEAT THE BURN AND THE BITE	United States	85/520,395	1/19/2012		
Sun & Skin Care Research, LLC	BLOCK THE BURN & THE BITE	United States	78/731,451	10/12/2005	3,206,965	2/6/2007
Sun & Skin Care Research, LLC	BULLFROG	Argentina	3,019,059	7/27/2010		
Sun & Skin Care Research, LLC	BULLFROG	Bahamas		11/14/1997	20150	11/14/1997
Sun & Skin Care Research, LLC	BULLFROG	Brazil	829745742	5/27/2008		
Sun & Skin Care Research, LLC	BULLFROG	Canada	549,581	9/19/1985	TMA332,935	10/9/1987
Sun & Skin Care Research, LLC	BULLFROG	Columbia	97062299	10/23/1997	208,541	5/22/1998
Sun & Skin Care Research, LLC	BULLFROG	Costa Rica	2008-7433	7/30/2008	184528	1/22/2009
Sun & Skin Care Research, LLC	BULLFROG	Dominican Republic	2008-30846	7/31/2008	170276	10/30/2008
Sun & Skin Care Research, LLC	BULLFROG	Ecuador	199177	5/9/2008	1-7430-2008	9/22/2008
Sun & Skin Care Research, LLC	BULLFROG	Ecuador	199178	5/9/2008	1-7431-2008	9/22/2008
Sun & Skin Care Research, LLC	BULLFROG	Guatemala	M-006809-2012	8/3/2012		
Sun & Skin Care Research, LLC	BULLFROG	Jamaica	Mar-61	10/10/1997	33,149	10/10/1997

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Grantor	Trademark	Country	Serial No.	Filing Date	Registration No.	Registration Date
Research, LLC						
Sun & Skin Care Research, LLC	BULLFROG	Mexico	932325	5/8/2008	1040871	5/8/2008
Sun & Skin Care Research, LLC	BULLFROG	Netherlands Antilles		11/10/1997	725	12/2/1997
Sun & Skin Care Research, LLC	BULLFROG	Panama	175607	10/2/2008	175607	10/2/2008
Sun & Skin Care Research, LLC	BULLFROG	Peru	353454	5/8/2008	150098	3/18/2009
Sun & Skin Care Research, LLC	BULLFROG	Puerto Rico		1/23/2009		
Sun & Skin Care Research, LLC	BULLFROG	Trinidad and Tobago	27773	11/21/1997	27773	11/21/1997
Sun & Skin Care Research, LLC	BULLFROG	United Arab Emirates	120678	2/19/2009	126078	2/28/2011
Sun & Skin Care Research, LLC	BULLFROG	United States	73/402,109	11/8/1982	1,279,506	5/29/1984
Sun & Skin Care Research, LLC	BULLFROG	Uruguay	396,557	9/30/2008		
Sun & Skin Care Research, LLC	BULLFROG	Venezuela	20620/97	10/10/1997	219981	6/2/2000
Sun & Skin Care Research, LLC	BULLFROG & Design	Chile	820,082	5/15/12008	820,082	1/9/2009
Sun & Skin Care Research, LLC	BULLFROG & Design	Columbia	08 51,259	5/20/2008	369,980	12/16/2008
Sun & Skin Care Research, LLC	BULLFROG (Stylized) & Design	Argentina	3,136,598	12/23/2011		
Sun & Skin Care Research, LLC	BULLFROG KIDS UV DEFENDER	United States	85/564,332	3/8/2012		
Sun & Skin Care Research, LLC	BULLFROG SUPERBLOCK	Argentina	3,007,687	5/12/2011	2,439,307	11/16/2011

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Sun & Skin Care Research, LLC	LOTION SUNBLOCK & Design ENGINEERED TO STAY PUT IN AND OUT OF THE WATER	United States	85/526,176	1/26/2012		
Sun & Skin Care Research, LLC	INSTACOOOL	United States	85/555,327	2/28/2012		
Sun & Skin Care Research, LLC	MOSQUITO COAST	United States	76/061,736	6/2/2000	2,847,789	6/1/2004
Sun & Skin Care Research, LLC	QUICK GEL	United States	74/654,728	3/30/1995	1,951,563	1/23/1996
Sun & Skin Care Research, LLC	SOLAR GEAR	United States	77/922,398	1/28/2010	3,948,903	4/19/2011
Sun & Skin Care Research, LLC	SOLARSPHERE	United States	77/477,970	5/19/2008	3,667,573	8/11/2009
Sun & Skin Care Research, LLC	THE ULTIMATE WATER RESISTANT SUNSCREEN	United States	85/423,207	9/15/2011		
Sun & Skin Care Research, LLC	THE ULTIMATE WATERPROOF SUNBLOCK	United States	74/597,971	11/14/1994	1,996,473	8/27/1996
Sun & Skin Care Research, LLC	UV EXTENDER	United States	77/181,119	5/15/2007	3,517,329	10/14/2008
Sun & Skin Care Research, LLC	WATER ARMOR	United States	77/832,423	9/22/2009	3,962,610	5/17/2011
Sun & Skin Care Research, LLC	YOU WON'T SEE ME BURN!	United States	77/752,012	6/4/2009	3,804,579	6/15/2010