

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

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:	CapitalSouth Partners SBIC Fund III, L.P.
Street Address:	4201 Congress Street, Suite 360
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28209
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

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
Registration Number:	3517329	UV EXTENDER

OP \$415.00 1279505

TRADEMARK

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

CORRESPONDENCE DATA

Fax Number: 7043533698
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 704 331 5792
Email: donna.millard@klgates.com
Correspondent Name: Karl S. Sawyer, Jr.
Address Line 1: 214 N Tryon Street, Hearst Tower 47th Fl
Address Line 2: K&L Gates LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2829226.00023CAPITALSOUTH
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/ Karl S. Sawyer, Jr. /
Date:	02/26/2013

Total Attachments: 5
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THE RIGHTS AND LIENS GRANTED HEREUNDER ARE SUBJECT TO THE TERMS OF THE SENIOR LENDER SUBORDINATION AGREEMENT, AS SUCH TERM IS DEFINED IN THE PURCHASE AGREEMENT (AS DEFINED BELOW).

TRADEMARK SECURITY AGREEMENT

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 **CAPITALSOUTH PARTNERS SBIC FUND III, L.P.**, a Delaware limited partnership, as collateral agent (in such capacity, the "Collateral Agent"), with offices at 4201 Congress Street, Suite 360, Charlotte, North Carolina 28209, for the ratable benefit of the Holders (as defined in the Purchase Agreement described below).

This Agreement is executed pursuant to the terms of (a) the Securities Purchase Agreement dated as of April 6, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and among Source Capital SSCR, LLC, a Delaware limited liability company ("Parent"), the Grantor, the Collateral Agent and the Holders party thereto and (b) the Security Agreement dated as of April 6, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by Parent and the Grantor in favor of the Collateral Agent, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Holders, 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 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
- (iii) all products and proceeds of the foregoing.

The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall govern. Notwithstanding any provision of this Agreement to the contrary, the rights of the Collateral Agent under this Agreement are subject in all respects to the provisions set forth in the Senior Lender Subordination Agreement and the rights of the Senior Lender set forth therein.

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, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED UNDER, THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE.

[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

[Trademark Security Agreement]

TRADEMARK
REEL: 004970 FRAME: 0776

Agreed and Accepted as of the date first above written.

CAPITALSOUTH PARTNERS SBIC FUND III, L.P.,
as Collateral Agent

By: **CAPITALSOUTH PARTNERS SBIC F-III, LLC**
Its: General Partner

By: _____



Name: Joseph B. Alala III
Title: President and CEO

[Trademark Security Agreement]

Schedule A to Trademark Security Agreement

TRADEMARKS

Trademark	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Class	Owner
AMPHIBIOUS FORMULA	Registered	73/402,078	11/8/1982	1,279,505	5/29/1984	3	Sun & Skin Care Research, LLC
BEAT THE BURN AND THE BITE	Pending	85/520,395	1/19/2012			3	Sun & Skin Care Research, LLC
BLOCK THE BURN & THE BITE	Registered	78/731,451	10/12/2005	3,206,965	2/6/2007	3	Sun & Skin Care Research, LLC
BULLFROG	Registered	73/402,109	11/8/1982	1,279,506	5/29/1984	3	Sun & Skin Care Research, LLC
BULLFROG KIDS UV DEFENDER	Pending	85/564,332	3/8/2012			3	Sun & Skin Care Research, LLC
ENGINEERED TO STAY PUT IN AND OUT OF THE WATER	Pending	85/526,176	1/26/2012			3	Sun & Skin Care Research, LLC
INSTACOOOL	Pending	85/555,327	2/28/2012			3	Sun & Skin Care Research, LLC
MOSQUITO COAST	Registered	76/061,736	6/2/2000	2,847,789	6/1/2004	3	Sun & Skin Care Research, LLC
QUIK GEL	Registered	74/654,728	3/30/1995	1,951,563	1/23/1996	3	Sun & Skin Care Research, LLC
SOLAR GEAR	Registered	77/922,398	1/28/2010	3,948,903	4/19/2011	3	Sun & Skin Care Research, LLC
SOLARSPHERE	Registered	77/477,970	5/19/2008	3,667,573	8/11/2009	3	Sun & Skin Care Research, LLC
THE ULTIMATE WATER RESISTANT SUNSCREEN	Pending	85/423,207	9/15/2011			3	Sun & Skin Care Research, LLC
THE ULTIMATE WATERPROOF SUNBLOCK	Registered	74/597,971	11/14/1994	1,996,473	8/27/1996	3	Sun & Skin Care Research, LLC
UV EXTENDER	Registered	77/181,119	5/15/2007	3,517,329	10/14/2008	3	Sun & Skin Care Research, LLC
WATER ARMOR	Registered	77/832,423	9/22/2009	3,962,610	5/17/2011	3	Sun & Skin Care Research, LLC
YOU WONT SEE ME BURN!	Registered	77/752,012	6/4/2009	3,804,579	6/15/2010	3	Sun & Skin Care Research, LLC

* Serial number of trademark application.