

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ganehill Pty Ltd.		09/09/2013	Proprietary Limited Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Goldman Sachs Lending Partners LLC, as collateral agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: <b>X 2</b>			
Property Type	Number	Word Mark	
Serial Number:	85590859	INVISIBLEZINC	
Serial Number:	85979074	INVISIBLEZINC	
Serial Number:	<del>79050297</del>	<del>tz</del>	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	cla Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant		
Signature:	/Marina Kelly THOMSONREUTERS/		

OP \$90.00 85590859

*Execution Version***TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 9, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entity identified as a grantor on the signature pages hereto (the "**Grantor**") in favor of Goldman Sachs Lending Partners LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

**WHEREAS**, the Grantor is subject to, and is made party to, the Pledge and Security Agreement, dated as of June 29, 2011, as amended by the Amended and Restated Pledge and Security Agreement, dated as of October 20, 2011, and as further amended by the Second Amended and Restated Pledge and Security Agreement, dated as of February 13, 2012 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), between the Grantor and the other grantors party thereto and the **Collateral Agent** pursuant to which the Grantor granted a security interest to the **Collateral Agent** in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the **Collateral Agent** as follows:

**SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the respective meanings given to them in the Pledge and Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** The Grantor hereby grants to the **Collateral Agent**, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether now owned or hereafter acquired by the Grantor or in which the Grantor now has or hereafter acquires any right, title or interest and wherever the same may be located (collectively, the "**Trademark Collateral**"):

all United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any Excluded Assets, including, without limitation, any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable Federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

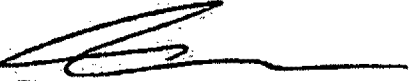
### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile transmission or other electronic transmission (such as .pdf or .tif) shall be effective as delivery of a manually signed counterpart of this Agreement.

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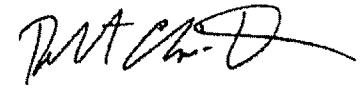
**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GANEHILL PTY LTD**

By: 

Name: Howard B. Schiller

Title: Director

By: 

Name: Robert R. Chai-Onn

Title: Director

Accepted and Agreed:

**GOLDMAN SACHS LENDING PARTNERS LLC,**  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT - GANEHILL]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GANEHILL PTY. LTD.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

GOLDMAN SACHS LENDING PARTNERS LLC,  
as Collateral Agent



By: \_\_\_\_\_  
Name: Elizabeth Fischer  
Title: Authorized Signatory

[Signature Page to Ganehill Trademark Security Agreement]

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT  
  
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Owner	Status
ESP Environmental Skin Protector	Australia	1502834	18-Jul-2012	1502834	18-Jul-2012	Ganehill Pty. Ltd.	Registered
INVISIBLE ZINC	Australia	1017550	25-Aug-2004	1017550	23-Oct-2002	Ganehill Pty. Ltd.	Registered
IZ	Australia	1194470	29-Aug-2007	1194470	29-Aug-2007	Ganehill Pty. Ltd.	Registered
JET SET TAN	Australia	1385195	23-Sep-2010	1385195	23-Sep-2010	Ganehill Pty. Ltd.	Registered
UV SILK SHIELD	Australia	1388547	13-Oct-2010	1388547	13-Oct-2010	Ganehill Pty. Ltd.	Registered
INVISIBLE ZINC	Canada	154030700	18-Aug-2011	N/A	N/A	Ganehill Pty. Ltd.	Pending
INVISIBLE ZINC	Community Trademarks	924101	02-Apr-2007	924101	02-Apr-2007	Ganehill Pty. Ltd.	Registered
IZ	Community Trademarks	954365	21-Dec-2007	954365	21-Dec-2007	Ganehill Pty. Ltd.	Registered
INVISIBLE ZINC	International Register	924101	02-Apr-2007	924101	02-Apr-2007	Ganehill Pty. Ltd.	Registered
IZ	International Register	954365	21-Dec-2007	954365	21-Dec-2007	Ganehill Pty. Ltd.	Registered
INVISIBLE ZINC	New Zealand	838280	08-Mar-2011	838280	01-Mar-2013	Ganehill Pty. Ltd.	Registered
Invisible Zinc	New Zealand	808169	18-Jun-2009	808169	19-Dec-2009	Ganehill Pty. Ltd.	Registered
INVISIBLEZINC	U.S. Federal	85590859	06-Apr-2012	N/A	N/A	Ganehill Pty. Ltd.	Pending
INVISIBLEZINC	U.S. Federal	85979074	06-Apr-2012	4370125	16-Jul-2013	Ganehill Pty. Ltd.	Registered
<del>IZ</del>	<del>U.S. Federal</del>	<del>79050297</del>	<del>21-Dec-2007</del>	<del>557831</del>	<del>04-Nov-2008</del>	<del>Ganehill Pty. Ltd.</del>	<del>Registered</del>

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

September 17, 2013

PTAS

ELAINE CARRERA, LEGAL ASSISTANT  
80 PINE STREET  
CIA CAHILL GORDON & REINDEL LLP  
NEW YORK, NY 10005**900265754**United States Patent and Trademark Office  
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The International number(s) 79050297 provided on your coversheet is not acceptable for recording in the Assignment Branch. International Trademarks are recorded through the Madrid Processing Division; they may be reached at 571-272-8910 or mpu@uspto.gov

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) within 30 days from the date of this notice as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 1.8 or 1.10 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

Send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350. ✕

L. MARTIN  
ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION