

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307770

| | | | |
|-----------------------------------|------------------------------------|--|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sun & Skin Care Research, LLC | | 06/12/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | FCC, LLC | | |
| Doing Business As: | First Capital | | |
| Street Address: | 3350 Riverwood Parkway, Suite 1750 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30339 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: FLORIDA | | |
| PROPERTY NUMBERS Total: 59 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4397038 | BULLFROG KIDS UV DEFENDER | |
| Registration Number: | 4347100 | NO-SQUITO | |
| Registration Number: | 4318571 | INSTACOOOL | |
| Registration Number: | 3270519 | INSTANT DRY SPF 30 MIST | |
| Registration Number: | 3183001 | EVER GLOW | |
| Registration Number: | 3183002 | GRADUAL GLOW | |
| Registration Number: | 3287216 | INSTANT DRY SPF 50 MIST | |
| Registration Number: | 3416131 | SOLAPLEX | |
| Registration Number: | 2865642 | OCEAN POTION | |
| Registration Number: | 3804579 | YOU WON'T SEE ME BURN! | |
| Registration Number: | 3948903 | SOLAR GEAR | |
| Registration Number: | 3962610 | WATER ARMOR | |
| Registration Number: | 4080651 | RX SUNCARE COLOR SAVER AND CONDITIONER H | |
| Registration Number: | 3667573 | SOLARSPHERE | |
| Registration Number: | 3517329 | UV EXTENDER | |
| Registration Number: | 3667466 | RX SUNCARE | |
| Registration Number: | 3699711 | SEACURE | |
| Registration Number: | 2766091 | OCEAN POTION | |
| TRADEMARK | | | |

CH \$1490.00 4397038

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 2847789 | MOSQUITO COAST |
| Registration Number: | 2286720 | NO-AD |
| Registration Number: | 1951563 | QUIK GEL |
| Registration Number: | 1996473 | THE ULTIMATE WATERPROOF SUNBLOCK |
| Registration Number: | 2082581 | |
| Registration Number: | 2082580 | |
| Registration Number: | 2082579 | |
| Registration Number: | 2082578 | |
| Registration Number: | 2082577 | |
| Registration Number: | 2082576 | |
| Registration Number: | 1279506 | BULLFROG |
| Registration Number: | 1279505 | AMPHIBIOUS FORMULA |
| Registration Number: | 0799637 | NO-AD |
| Registration Number: | 2724181 | OCEAN POTION |
| Registration Number: | 2912866 | HEAT WAVE |
| Registration Number: | 2910608 | FACE POTION |
| Registration Number: | 4306476 | BEAT THE BURN AND THE BITE |
| Registration Number: | 3206965 | BLOCK THE BURN AND THE BITE |
| Registration Number: | 4302583 | ENGINEERED TO STAY PUT IN AND OUT OF THE |
| Registration Number: | 3241910 | MAUI WAVE |
| Registration Number: | 2663419 | OCEAN POTION |
| Registration Number: | 1674732 | |
| Registration Number: | 3295336 | SPLASH & DISCOVER |
| Registration Number: | 3262429 | SUN PALS |
| Registration Number: | 2329957 | NO-AD AROMA BATH & SHOWER THERAPY |
| Registration Number: | 2224283 | NO-ADDICTION |
| Registration Number: | 2293449 | NO-AD BABIES |
| Registration Number: | 4535454 | INSTANT DRY SPF30 MIST |
| Registration Number: | 4447859 | WETSKIN TECH |
| Registration Number: | 4412526 | INSTANT DRY 70 MIST |
| Registration Number: | 2697922 | OCEAN POTION |
| Serial Number: | 86105376 | XTREME AMPLIFIER |
| Serial Number: | 86166087 | OCEAN POTION |
| Serial Number: | 86105639 | PROTECT & NOURISH FORTIFIED WITH VITAMIN |
| Serial Number: | 86057912 | XTREME TANNING XCELERATOR |
| Serial Number: | 86042863 | OCEAN POTION PROTECT AND RENEW |
| Serial Number: | 86092763 | XTREME INTENSIFIER |
| Serial Number: | 85961665 | OCEAN POTION |
| Serial Number: | 85945309 | SHEER MIST |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 85423207 | THE ULTIMATE WATER RESISTANT SUNSCREEN |
| Serial Number: | 85957847 | SURFER FORMULA |

CORRESPONDENCE DATA

Fax Number:

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

Email: trademarks.atl@bryancave.com
Correspondent Name: Christopher Kupec/Bryan Cave LLP
Address Line 1: 301 S. College Street, Suite 3400
Address Line 4: Charlotte, NORTH CAROLINA 28202

| | |
|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 0369852 |
| NAME OF SUBMITTER: | Christopher Kupec |
| SIGNATURE: | /Christopher Kupec/ |
| DATE SIGNED: | 06/16/2014 |

Total Attachments: 17
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of June 12, 2014, is made by and between Sun & Skin Care Research, LLC, a Delaware limited liability company (the "Borrower") and FCC, LLC, d/b/a First Capital (the "Lender").

Recitals

Borrower, certain other co-borrowers and Lender are parties to a Loan and Security Agreement dated as of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrower and such other co-borrowers (collectively, "Obligors").

As a condition to extending credit to or for the account of Obligors, Lender has required the execution and delivery of this Agreement by Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all of Borrower's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the patents listed on **Exhibit A**.

"Security Interest" has the meaning given in Section 2 hereof.

"Trademarks" means all of Borrower's right, title and interest in and to: (a) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (b) licenses, fees or royalties with respect to each, (c) the right to sue for past, present and future infringement, dilution and damages therefor and (d) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. Security Interest. Borrower hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application.

3. Representations, Warranties and Agreements. Borrower represents, warrants and agrees as follows:

(a) **Patents. Exhibit A** accurately lists all Patents registered with the United States Patent and Trademark Office (the "USPTO") that are owned by Borrower as of the date hereof, and accurately reflects the existence of Patent applications filed with the USPTO as of the date hereof. If after the date hereof, Borrower owns any Patents registered with the USPTO not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence of Patent applications filed with the USPTO, then Borrower shall within thirty (30) days provide written notice to Lender with a replacement **Exhibit A**, which upon acceptance by Lender shall become part of this Agreement.

(b) **Trademarks. Exhibit B** accurately lists all Trademarks registered with the USPTO that are owned by Borrower as of the date hereof, and all Trademark applications filed with the USPTO as of the date hereof. If, after the date hereof, Borrower owns any Trademarks registered with the USPTO not listed on **Exhibit B**, or if **Exhibit B** ceases to accurately reflect the existence of Trademark applications filed with the USPTO, then Borrower shall within thirty (30) days provide written notice to Lender with a replacement **Exhibit B**, which upon acceptance by Lender shall become part of this Agreement.

(c) **Title.** Borrower has absolute title to each Patent and each Trademark listed thereon, free and clear of all Liens except Permitted Liens. Borrower (i) will have, at the time such Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(d) **No Sale.** Borrower will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent or as permitted by the other Loan Documents.

(e) **Defense.** Borrower will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(f) **Maintenance.** Borrower will at its own expense maintain the Patents and the Trademarks to the extent necessary in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, that is necessary in its business without first providing Lender: (i) sufficient written notice, of at least ten (10) Business Days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other

authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(g) **Lender's Right to Take Action.** If Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Lender gives Borrower written notice thereof (or, in the case of the agreements contained in subsection (f), immediately upon the occurrence of such failure, without notice or lapse of time), or if Borrower notifies Lender that it intends to abandon a Patent or Trademark necessary in its business, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Borrower (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(h) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrower shall pay Lender on demand the amount of all moneys expended and all reasonable, out-of-pocket costs and expenses (including reasonable, out-of-pocket attorneys' fees and disbursements) actually incurred by Lender in connection with or as a result of Lender's taking action under subsection (f) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the default rate of interest provided for in the Loan Agreement.

(i) **Power of Attorney.** To facilitate Lender's taking action under subsection (i) and exercising its rights under Section 5 hereof, Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Borrower with the right (but not the duty) from time to time if a Default exists, to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrower under this Section 3, or, necessary for Lender to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein.

4. Borrower's Use of the Patents and Trademarks. Borrower shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Default exists.

5. Remedies. While a Default exists, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

6. Miscellaneous. This Agreement can be waived, modified or amended only explicitly in a writing signed by Lender, and, with respect to any modification or amendment, Borrower. This Agreement and the Security Interest will terminate automatically when the Liens granted under the Loan Agreement terminate. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by Borrower and delivered to Lender, and Borrower waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Georgia without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

7. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

8. Counterparts. This Agreement may be executed in separate counterparts, all of which shall constitute one and the same agreement. Delivery of an executed counterpart of this

Agreement by facsimile or e-mail shall be equally as effective as delivery of an original executed counterpart of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

SUN & SKIN CARE RESEARCH, LLC

By:  _____

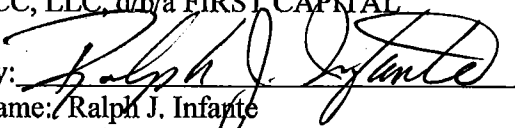
Name: Gerald Woelcke

Title: Chief Financial Officer

[Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005303 FRAME: 0240

FCC, LLC, d/b/a FIRST CAPITAL

By: 
Name: Ralph J. Infante
Title: Senior Vice President

[Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005303 FRAME: 0241

EXHIBIT A

UNITED STATES ISSUED PATENTS

| <u>Patent</u> | <u>Application No. or Patent No. (as applicable)</u> | <u>Application Filing Date or Registration Date (as applicable)</u> | <u>Status</u> |
|---|--|---|---------------|
| Sunblock Composition with Photostabilizer and Method of Preparation | 8,153,105 | 04/10/2012 | Registered |

UNITED STATES PATENT APPLICATIONS

| <u>Patent</u> | <u>Application No. or Patent No. (as applicable)</u> | <u>Application Filing Date or Registration Date (as applicable)</u> | <u>Status</u> |
|--------------------|--|---|---------------|
| Vitamin D Sunblock | 12/838,221 | 07/16/2010 | Pending |



EXHIBIT B




UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

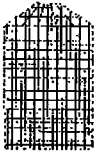




AND COLLECTIVE MEMBERSHIP MARKS


REGISTRATIONS



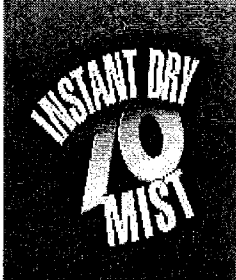
| <u>Trademark</u> | <u>Registration #</u> | <u>Date</u> |
|---|-----------------------|-------------|
| BULLFROG KIDS UV DEFENDER | 4,397,038 | 09/03/2013 |
| NO-SQUITO | 4,347,100 | 06/04/2013 |
| INSTACOOOL | 4,318,571 | 04/09/2013 |
|  | 3,270,519 | 07/24/2007 |
| EVER GLOW | 3,183,001 | 12/12/2006 |
| GRADUAL GLOW | 3,183,002 | 12/12/2006 |

| <u>Trademark</u> | <u>Registration #</u> | <u>Date</u> |
|---|-----------------------|-------------|
|  | 3,287,216 | 12/12/2007 |
| SOLAPLEX | 3,416,131 | 04/22/2008 |
| OCEAN POTION | 2,865,642 | 07/20/2004 |
| YOU WON'T SEE ME BURN! | 3,804,579 | 06/15/2010 |
| SOLAR GEAR | 3,948,903 | 04/19/2011 |
| WATER ARMOR | 3,962,610 | 05/17/2011 |
|  | 4,080,651 | 01/03/2012 |
| SOLARSPHERE | 3,667,573 | 08/11/2009 |

| <u>Trademark</u> | <u>Registration #</u> | <u>Date</u> |
|--|-----------------------|-------------|
| UV EXTENDER | 3,517,329 | 10/14/2008 |
|  suncare | 3,667,466 | 08/11/2009 |
| SeaCure | 3,699,711 | 10/20/2009 |
|  | 2,766,091 | 10/23/2003 |
| MOSQUITO COAST | 2,847,789 | 06/01/2004 |
| NO-AD | 2,286,720 | 10/12/1999 |
| QUIK GEL | 1,951,563 | 01/23/1996 |
| THE ULTIMATE WATERPROOF SUNBLOCK | 1,996,473 | 08/27/1996 |
|  | 2,082,581 | 07/22/1997 |


| <u>Trademark</u> | <u>Registration #</u> | <u>Date</u> |
|---|-----------------------|-------------|
|  | 2,082,580 | 07/22/1997 |
|  | 2,082,579 | 07/22/1997 |
|  | 2,082,578 | 07/22/1997 |
|  | 2,082,577 | 07/22/1997 |
|  | 2,082,576 | 07/22/1997 |
| BULLFROG | 1,279,506 | 05/29/1984 |
| AMPHIBIOUS FORMULA | 1,279,505 | 05/29/1984 |
| NO-AD | 799,637 | 11/30/1965 |

| <u>Trademark</u> | <u>Registration #</u> | <u>Date</u> |
|---|-----------------------|-------------|
| OCEAN POTION | 2,724,181 | 06/10/2003 |
| HEAT WAVE | 2,912,866 | 12/21/2004 |
| FACE POTION | 2,910,608 | 12/14/2004 |
| BEAT THE BURN AND THE BITE | 4,306,476 | 03/19/2013 |
| BLOCKS THE BURN AND THE BITE | 3,206,965 | 02/06/2007 |
| ENGINEERED TO STAY PUT IN AND OUT OF THE WATER | 4,302,583 | 03/12/2012 |
| MAUI WAVE | 3,241,910 | 05/15/2007 |
| OCEAN POTION | 2,663,419 | 12/17/2002 |
|  | 1,674,732 | 02/11/1992 |
| SPLASH & DISCOVER | 3,295,336 | 09/18/2007 |

| <u>Trademark</u> | <u>Registration #</u> | <u>Date</u> |
|---|-----------------------|-------------|
| SUN PALS | 3,262,429 | 07/10/2007 |
| NO-AD AROMA BATH & SHOWER THERAPY | 2,329,957 | 03/14/2000 |
| NO-AD [*] _{dition} | 2,224,283 | 02/16/1999 |
| NO-AD <small>for women</small> babies | 2,293,449 | 11/16/1999 |
|  | 4,535,454 | 5/27/2014 |
|  | 4,447,859 | 12/10/2013 |
|  | 4,412,526 | 10/30/2013 |

| <u>Trademark</u> | <u>Registration #</u> | <u>Date</u> |
|------------------|-----------------------|-------------|
| OCEAN POTION | 2,697,922 | 3/18/2003 |

Trademark Applications

| <u>Trademark</u> | <u>Serial #</u> | <u>Filing Date</u> |
|---|-----------------|--------------------|
| XTREME AMPLIFIER | 86/105,376 | 10/30/2013 |
|  | 86/166,087 | 1/15/2014 |
| PROTECT & NOURISH FORTIFIED WITH VITAMIN D3 | 86/105,639 | 10/30/2013 |

| <u>Trademark</u> | <u>Serial #</u> | <u>Filing Date</u> |
|--------------------------------|-----------------|--------------------|
| XTREME TANNING XCELLERATOR | 86/057,912 | 9/6/2013 |
| OCEAN POTION PROTECT AND RENEW | 86/042,863 | 8/20/2013 |
| XTREME INTENSIFIER | 86/092,763 | 10/16/2013 |
| OCEAN POTION | 85/961,665 | 6/17/2013 |
| SHEER MIST | 85/945,309 | 5/29/2013 |

| <u>Trademark</u> | <u>Serial #</u> | <u>Filing Date</u> |
|---|-----------------|--------------------|
| THE ULTIMATE WATER RESISTANT SUNSCREEN | 85/423,207 | 9/15/2011 |
| SURFER FORMULA | 85/957,847 | 6/12/2013 |