

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351329

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Palm Beach Tan, Inc.		08/13/2015	INC. ASSOCIATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Suntrust Bank		
<b>Street Address:</b>	303 PEACHTREE STREET		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1918556	PALM BEACH TAN	
<b>Registration Number:</b>	2039168		
<b>Registration Number:</b>	3559443	PALM BEACH TAN PREMIER	
<b>Registration Number:</b>	3468829	LIFE NEEDS COLOR ALL YEAR LONG	
<b>Registration Number:</b>	3468828	LIFE NEEDS COLOR	
<b>Registration Number:</b>	3579877	STAY & SAVE	
<b>Registration Number:</b>	3579878	MAKE EVERY MOMENT GLOW	
<b>Registration Number:</b>	2019344	PLANET TAN	
<b>Registration Number:</b>	3323091		
<b>Registration Number:</b>	4557794	LOVELY BETTY	
<b>Registration Number:</b>	3810526	THE TANNING EXPERTS	
<b>Registration Number:</b>	4501982	PALM BEACH TAN SUNLESS	
<b>Registration Number:</b>	3999875	PALM BEACH TAN SUNLESS	
<b>Registration Number:</b>	4259378	PREMIER PERKS	
<b>Registration Number:</b>	4137759	PLANET TAN PREMIER	
<b>Registration Number:</b>	4137754	PLANET TAN PREMIER PERKS	
<b>Registration Number:</b>	4137758	PALM BEACH TAN PREMIER PERKS	
<b>Registration Number:</b>	4772666	PALM BEACH TAN PREMIER REWARDS	
<b>Registration Number:</b>	4772770	PLANET TAN PREMIER REWARDS	

OP \$790.00 1918556

Property Type	Number	Word Mark
Registration Number:	4782096	A BETTER SHADE OF YOU
Serial Number:	86458145	LIVE IT IN COLOR
Serial Number:	86458139	JOIN US. TAN WISELY.
Serial Number:	86455277	PREMIER COLLECTION
Serial Number:	86456808	PREMIER COLLECTION
Serial Number:	86455264	PREMIER COLLECTION BY PALM BEACH TAN
Serial Number:	86458131	PREMIER COLLECTION
Serial Number:	86455280	PREMIER COLLECTION BY PLANET TAN
Serial Number:	86461848	PALM BEACH TAN A BETTER SHADE OF YOU
Serial Number:	86461868	PBT A BETTER SHADE OF YOU
Serial Number:	86600149	
Serial Number:	86600125	DIAMOND

**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:** ssexton@kslaw.com

**Correspondent Name:** King & Spalding

**Address Line 1:** 1180 Peachtree Street NE

**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	52990.015908
<b>NAME OF SUBMITTER:</b>	Sally Sexton
<b>SIGNATURE:</b>	/sallysexton/
<b>DATE SIGNED:</b>	08/13/2015

**Total Attachments: 6**

source=Palm Beach Tan - EXECUTED Trademark Security Agreement (August 2015) (3)#page1.tif

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**Trademark Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of August 13, 2015 (this "Security Agreement"), is made by PALM BEACH TAN, INC., a Texas corporation (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, the Grantor, the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of August 13, 2015 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement, the Grantor and certain of its Subsidiaries have entered into the Guaranty and Security Agreement, dated as of August 13, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1 Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2 Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral");

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3**     **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4**     **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.


**Section 5**     **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**Section 6**     **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 7**     **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

**PALM BEACH TAN, INC.**

By:   
Name: Eric M. Hall  
Title: Chief Financial Officer

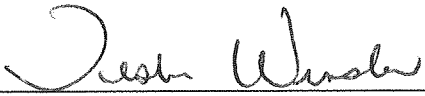
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005599 FRAME: 0207**

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**SUNTRUST BANK**

By: 

Name: Tesha Winslow

Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005599 FRAME: 0208**

**SCHEDULE I**

**Trademarks**

**U.S. Trademarks**

<b>Trademark</b>	<b>Class</b>	<b>Registration/application No. and Date</b>	<b>Owner</b>	<b>Status</b>
PALM BEACH TAN	042	1918556, 9-12-1995	Palm Beach Tan, Inc.	Registered, 9-12-2024
Miscellaneous Design (Palm tree logo)	042	2039168, 2-18-1997	Palm Beach Tan, Inc.	Registered, 2-18-2017
PALM BEACH TAN PREMIER (and Design)	035	3559443, 1-13-2009	Palm Beach Tan, Inc.	Registered, 1-13-2019
LIFE NEEDS COLOR ALL YEAR LONG	035	3468829, 7-15-2008	Palm Beach Tan, Inc.	Registered, 7-15-2018
LIFE NEEDS COLOR	044	3468828, 7-15-2008	Palm Beach Tan, Inc.	Registered, 7-15-2018
STAY & SAVE	044	3579877, 2-24-2009	Palm Beach Tan, Inc.	Registered, 2-24-2019
MAKE EVERY MOMENT GLOW	044	3579878, 2-24-2009	Palm Beach Tan, Inc.	Registered, 2-24-2019
PLANET TAN	025, 042	2019344, 11-26-1996	Palm Beach Tan, Inc.	Registered, 11-26-2015
Miscellaneous Design (Female Figure)	044	3323091, 10-30-2007	Palm Beach Tan, Inc.	Registered, 10-30-2017
LOVELY BETTY (and Design)	003	4557794, 7-1-2014	Palm Beach Tan, Inc.	Registered, 7-1-2024
THE TANNING EXPERTS	044	3810526, 6-29-2010	Palm Beach Tan, Inc.	Registered, 6-29-2020
PALM BEACH TAN SUNLESS	035, 040	4501982, 3-25-2014	Palm Beach Tan, Inc.	Registered, 3-25-2024
PALM BEACH TAN SUNLESS	044	3999875, 7-19-2011	Palm Beach Tan, Inc.	Registered, 7-19-2021
PREMIER PERKS	035	4259378, 12-11-2012	Palm Beach Tan, Inc.	Registered, 12-11-2022
PLANET TAN PREMIER	035	4137759, 5-8-2012	Palm Beach Tan, Inc.	Registered, 5-8-2022
PLANET TAN PREMIER PERKS	035	4137754, 5-8-2012	Palm Beach Tan, Inc.	Registered, 5-8-2022
PALM BEACH TAN PREMIER PERKS	035	4137758, 5-8-2012	Palm Beach Tan, Inc.	Registered, 5-8-2022
PALM BEACH TAN PREMIER REWARDS	035	4772666, 7-14-2015	Palm Beach Tan, Inc.	Registered, 7-14-2025
PLANET TAN PREMIER REWARDS	035	4772770, 7-14-2015	Palm Beach Tan, Inc.	Registered, 7-14-2025
A BETTER SHADE OF YOU	044	4782096, 7-28-2015	Palm Beach Tan, Inc.	Registered, 7-28-2025
LIVE IT IN COLOR	044	86458145, 11-18-2014	Palm Beach Tan, Inc.	Pending
JOIN US. TAN WISELY.	044	86458139, 11-14-2014	Palm Beach Tan, Inc.	Pending

PREMIER COLLECTION	003	86455277, 11-14-2014	Palm Beach Tan, Inc.	Pending
PREMIER COLLECTION (and Design)	003	86456808, 11-17-2014	Palm Beach Tan, Inc.	Pending
PREMIER COLLECTION BY PALM BEACH TAN	003	86455264, 11-14-2014	Palm Beach Tan, Inc.	Pending
PREMIER COLLECTION (and Design)	003	86458131, 11-18-2014	Palm Beach Tan, Inc.	Pending
PREMIER COLLECTION BY PLANET TAN	003	86455280, 11-14-2014	Palm Beach Tan, Inc.	Pending
PALM BEACH TAN A BETTER SHADE OF YOU (and Design)	044	86461848, 11-21-2014	Palm Beach Tan, Inc.	Pending
PBT A BETTER SHADE OF YOU (and Design)	044	86461868, 11-21-2014	Palm Beach Tan, Inc.	Pending
Logo (new Planet Tan logo)	044	86600149, 04-16-2015	Palm Beach Tan, Inc.	Pending
DIAMOND (and Design)	003	86600125, 04-16-2015	Palm Beach Tan, Inc.	Pending

**Foreign Trademarks**

NONE.