

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467330

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Palm Beach Tan, Inc.		03/27/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Administrative Agent		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	1918556	PALM BEACH TAN	
Registration Number:	2039168		
Registration Number:	3559443	PALM BEACH TAN PREMIER	
Registration Number:	3468829	LIFE NEEDS COLOR ALL YEAR LONG	
Registration Number:	3468828	LIFE NEEDS COLOR	
Registration Number:	3579877	STAY & SAVE	
Registration Number:	3579878	MAKE EVERY MOMENT GLOW	
Registration Number:	2019344	PLANET TAN	
Registration Number:	3323091		
Registration Number:	4557794	LOVELY BETTY	
Registration Number:	3810526	THE TANNING EXPERTS	
Registration Number:	4501982	PALM BEACH TAN SUNLESS	
Registration Number:	3999875	PALM BEACH TAN SUNLESS	
Registration Number:	4259378	PREMIER PERKS	
Registration Number:	4137759	PLANET TAN PREMIER	
Registration Number:	4137754	PLANET TAN PREMIER PERKS	
Registration Number:	4137758	PALM BEACH TAN PREMIER PERKS	
Registration Number:	4772666	PALM BEACH TAN PREMIER REWARDS	
Registration Number:	4772770	PLANET TAN PREMIER REWARDS	

OP \$990.00 1918556

Property Type	Number	Word Mark
Registration Number:	4887867	LIVE IT IN COLOR
Registration Number:	4789120	JOIN US. TAN WISELY.
Registration Number:	4890693	PREMIER COLLECTION
Registration Number:	4896368	PREMIER COLLECTION
Registration Number:	5050386	PALM BEACH TAN A BETTER SHADE OF YOU
Registration Number:	5078519	PBT A BETTER SHADE OF YOU
Registration Number:	4782096	A BETTER SHADE OF YOU
Registration Number:	4962689	
Registration Number:	4858964	DIAMOND
Registration Number:	5002181	PLANET REWARDS
Registration Number:	5345791	TAN A FRIEND THURSDAY
Serial Number:	86455264	PREMIER COLLECTION BY PALM BEACH TAN
Serial Number:	86458131	PREMIER COLLECTION
Serial Number:	86455280	PREMIER COLLECTION BY PLANET TAN
Serial Number:	87460919	MIDNIGHT
Serial Number:	87460935	MIDNIGHT NOIR
Serial Number:	87582840	PBT ONE
Serial Number:	87582808	PLANET ONE
Serial Number:	87582792	PBT PLUS
Serial Number:	87582824	PLANET PLUS

CORRESPONDENCE DATA

Fax Number: 7043738822

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.

Phone: (704) 373-4640

Email: bsmith@mcguirewoods.com

Correspondent Name: Betty G. Smith, Senior Paralegal

Address Line 1: McGuireWoods LLP, 201 N. Tryon St.

Address Line 2: Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2051606-0379
NAME OF SUBMITTER:	Betty G. Smith
SIGNATURE:	/Betty G. Smith/
DATE SIGNED:	03/27/2018

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 27, 2018 (this “Security Agreement”), is made by PALM BEACH TAN, INC., a Texas corporation (the “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, 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 Loan Parties party thereto, 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 March 27, 2018 (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, PBT Holdings, Inc. and certain of Grantor’s Subsidiaries have entered into the Guaranty and Security Agreement, dated as of March 27, 2018 (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.

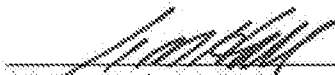
Section 5 **Grantor Remains Liable**. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and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

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title:

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:
Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION

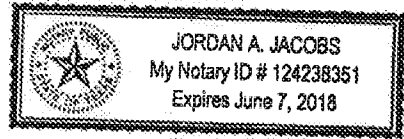
By: *Rhana Nguyen*
Name: Rhana Nguyen
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

State of Texas)
County of Denton) ss.

On this 23rd day of March, 2018 before me personally appeared Eric M. Hall proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Jordan A. Jacobs
Notary Public



SCHEDULE I

Trademarks

I. TRADEMARKS

U.S. Trademarks:

Trademark	Class	Registration/Application No. and Date	Owner	Status/Next Deadline
Palm Beach Tan	42	1918556, 9-12-1995	Palm Beach Tan, Inc.	Registered; Renewal due 9-12-2025
Palm Tree logo	42	2039168, 2-18-1997	Palm Beach Tan, Inc.	Registered; Renewal due 2-18-2027
Palm Beach Tan Premier & Design	35	3559443, 1-13-2009	Palm Beach Tan, Inc.	Registered; Renewal due 1-13-2019
Life Needs Color All Year Long	44	3468829, 7-15-2008	Palm Beach Tan, Inc.	Registered; Renewal due 7-15-2018
Life Needs Color	44	3468828, 7-15-2008	Palm Beach Tan, Inc.	Registered; Renewal due 7-15-2018
Stay & Save	44	3579877, 2-24-2009	Palm Beach Tan, Inc.	Registered; Renewal due 2-24-2019
Make Every Moment Glow	44	3579878, 2-24-2009	Palm Beach Tan, Inc.	Registered; Renewal due 2-24-2019
Planet Tan	42	2019344, 11-26-1996	Palm Beach Tan, Inc.	Registered; Renewal due 11-26-2026
Miscellaneous Design (Female Figure)	44	3323091, 10-30-2007	Palm Beach Tan, Inc.	Registered; Renewal due 10-30-2017; Grace Period Expires 4-30-2018
Lovely Betty & Design	3	4557794, 7-1-2014	Palm Beach Tan, Inc.	Registered; Renewal due 7-1-2020
The Tanning Experts	44	3810526, 6-29-2010	Palm Beach Tan, Inc.	Registered; Renewal due 6-29-2020
Palm Beach Tan Sunless	35, 40	4501982, 3-25-2014	Palm Beach Tan, Inc.	Registered; Renewal due 3-25-2020
Palm Beach Tan Sunless	44	3999875, 7-19-2011	Palm Beach Tan, Inc.	Registered; Renewal due 7-19-2021
Premier Perks	35	4259378, 12-11-2012	Palm Beach Tan, Inc.	Registered; Renewal due 12-11-2018
Planet Tan Premier	35	4137759, 5-8-2012	Palm Beach Tan, Inc.	Registered; Renewal due 5-8-2018
Planet Tan Premier Perks	35	4137754, 5-8-2012	Palm Beach Tan, Inc.	Registered; Renewal due 5-8-2018

Trademark	Class	Registration/Application No. and Date	Owner	Status/Next Deadline
Palm Beach Tan Premier Perks	35	4137758, 5-8-2012	Palm Beach Tan, Inc.	Registered; Renewal due 5-8-2018
Palm Beach Tan Premier Rewards	35	4772666, 7-14-2015	Palm Beach Tan, Inc.	Registered; Renewal due 7-14-2021
Planet Tan Premier Rewards	35	4772770, 7-14-2015	Palm Beach Tan, Inc.	Registered; Renewal due 7-14-2021
Live It In Color	44	4887867, 1-19-2016	Palm Beach Tan, Inc.	Registered; Renewal due 1-19-2022
Join Us Tan Wisely	44	4789120, 8-11-2015	Palm Beach Tan, Inc.	Registered; Renewal due 8-11-2021
Premier Collection	3	4890693, 1-19-2016	Palm Beach Tan, Inc.	Registered; Renewal due 1-19-2022
Premier Collection & Design	3	4896368, 2-2-2016	Palm Beach Tan, Inc.	Registered; Renewal due 2-2-2022
Premier Collection by Palm Beach Tan	3	86/455264, 11-4-2014	Palm Beach Tan, Inc.	Pending; Notice of Allowance issued; Statement of Use due 6-22-2018
Premier Collection & Design	3	86/458131, 11-18-2014	Palm Beach Tan, Inc.	Pending; Notice of Allowance issued; Statement of Use due 6-30-2018
Premier Collection by Planet Tan	3	86/455280, 11-14-2014	Palm Beach Tan, Inc.	Pending; Notice of Allowance issued; Statement of Use due 6-23-2018
Palm Beach Tan A Better Shade of You & Design	44	5050386, 9-27-2016	Palm Beach Tan, Inc.	Registered; Renewal due 9-27-2022
PBT A Better Shade of You & Design	44	5078519, 11-8-2016	Palm Beach Tan, Inc.	Registered; renewal due 11-8-2022
A Better Shade of You	44	4782096, 7-28-2015	Palm Beach Tan, Inc.	Registered; Renewal due 7-28-2021
New Planet Tan logo	44	4962689, 5-24-2016	Palm Beach Tan, Inc.	Registered; Renewal due 5-24-2022
Diamond & Design	3	4858964, 11-24-2015	Palm Beach Tan, Inc.	Registered; Renewal due 11-24-2021

Trademark	Class	Registration/Application No. and Date	Owner	Status/Next Deadline
Planet Rewards	35	5002181, 7-19-2016	Palm Beach Tan, Inc.	Registered; Renewal due 7-19-2022
Tan A Friend Thursday	44	5345791, 11-28-2017	Palm Beach Tan, Inc.	Registered; Renewal due 11-28-2023
Midnight	3	87/460919, 5-23-2017	Palm Beach Tan, Inc.	Pending; Notice of Allowance issued; Statement of Use due 5-7-2017
Midnight Noir	3	87/460935, 5-23-2017	Palm Beach Tan, Inc.	Pending; Office Action response and notice of appeal due 8-23-2018
PBT One	35	87/582840, 8-24-2017	Palm Beach Tan, Inc.	Pending; Published; Awaiting Certificate of Registration
Planet One	35	87/582808, 8-24-2017	Palm Beach Tan, Inc.	Pending; Published; Awaiting Notice of Allowance
PBT Plus	35	87/582792, 8-24-2017	Palm Beach Tan, Inc.	Pending; Published; Awaiting Notice of Allowance
Planet Plus	35	87/582824, 8-24-2017	Palm Beach Tan, Inc.	Pending; Published; Awaiting Certificate of Registration

Foreign Trademarks:

None

Trademark Licenses:

Franchisees of Palm Beach Tan, Inc. have a non-exclusive license to use these marks in conjunction with the operation of their Palm Beach Tan franchises under the UFOC Franchise Agreements.