

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM537682

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SUNLESS INTERMEDIATE HOLDING COMPANY		08/13/2019	Corporation: DELAWARE
SUNLESS, INC.		08/13/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WHITEHORSE CAPITAL MANAGEMENT, LLC		
<b>Street Address:</b>	600 Fifth Avenue, 24th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10020		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87291638	MAGNETAN	
<b>Serial Number:</b>	85151771	LIVESUNLESS	
<b>Serial Number:</b>	76464914	MYSTIC TAN	
<b>Serial Number:</b>	86232968	MYXERS	
<b>Serial Number:</b>	77631514	M	
<b>Serial Number:</b>	77495028	M	
<b>Serial Number:</b>	77599993	VERSASPA	
<b>Serial Number:</b>	76464916	MYSTIC TAN	
<b>Serial Number:</b>	85430145	EXMITT	
<b>Serial Number:</b>	85018621	NORVELL	
<b>Serial Number:</b>	76464915	MYSTIC TAN	
<b>Serial Number:</b>	85620721	VERSAPRO	
<b>Serial Number:</b>	85461074	SUNLESSPRO	
<b>Serial Number:</b>	77793040	VERSASPA	
<b>Serial Number:</b>	78940140	VERSASPA	
<b>Serial Number:</b>	86610206	VERSASPA BEYOND TAN	
<b>Serial Number:</b>	86553196	THE COLOR OF CONFIDENCE	
<b>Serial Number:</b>	86438972	MYX	
<b>TRADEMARK</b>			

CH \$715.00 87291638

Property Type	Number	Word Mark
Serial Number:	86405951	ODOR-BAN 200
Serial Number:	77453871	MYSTIC TAN
Serial Number:	86295850	MORE TANNERS, MORE TANS !
Serial Number:	78293662	MAGIC TAN
Serial Number:	77514689	M
Serial Number:	77514694	M MYSTIC
Serial Number:	87381897	ULTRA VIVID COLOR COLLECTION BY NORVELL
Serial Number:	87206072	MYSTIC TAN KYSS
Serial Number:	87835006	NU 19.83
Serial Number:	87835009	NORVELL

#### CORRESPONDENCE DATA

**Fax Number:** 2125562222

*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:** 2127905315

**Email:** dnelson@kslaw.com

**Correspondent Name:** Danielle Nelson c/o King & Spalding LLP

**Address Line 1:** 1185 Avenue of the Americas

**Address Line 2:** FL 35

**Address Line 4:** New York, NEW YORK 10036

<b>ATTORNEY DOCKET NUMBER:</b>	20729.515010
<b>NAME OF SUBMITTER:</b>	Danielle Nelson
<b>SIGNATURE:</b>	/s/ Danielle Nelson
<b>DATE SIGNED:</b>	08/22/2019

#### Total Attachments: 18

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **August 13, 2019** (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **WHITEHORSE CAPITAL MANAGEMENT, LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of August 13, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All United States copyrights, whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “**Copyrights**”).

(b) All agreements, licenses and covenants providing for the granting of any right in or to Copyrights or otherwise providing for a covenant not to sue (whether the applicable Grantor is licensee or licensor thereunder) regarding a Copyright, including, but not limited to, the exclusive licenses referred to in **Schedule 1** hereto (collectively, the “**Copyright Licenses**”).

(c) All United States patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue

for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(d) All United States trademarks, trade names, 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, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in **Schedule 1** hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. § 1051(d) or amendment to allege use under 15 U.S.C. § 1051(c) has not yet been filed and accepted, 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 such intent-to-use trademark application under applicable law, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(e) All common law and statutory trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such trade secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any trade secret and to enjoin or collect damages for the actual or threatened misappropriation of any trade secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trade Secrets**”).

**Section 2. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

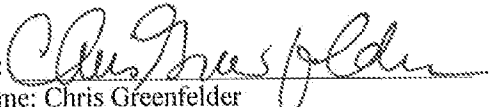
**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

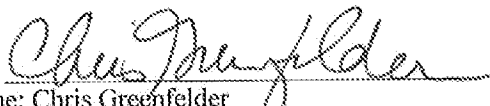
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**IN WITNESS WHEREOF**, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**SUNLESS INTERMEDIATE HOLDING  
COMPANY,**  
as a Grantor

By:   
Name: Chris Greenfelder  
Title: Chief Financial Officer, Vice President,  
Treasurer and Secretary

**SUNLESS, INC.,**  
as a Grantor

By:   
Name: Chris Greenfelder  
Title: Chief Financial Officer, Vice President,  
Treasurer and Secretary

WHITEHORSE CAPITAL MANAGEMENT,  
LLC, as Collateral Agent

By: 

Name: Richard Siegel

Title: Authorized Signatory



SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

United States registrations of and applications for Patents, Trademarks, and Copyrights

**Patent Applications**

None.

**Patent Registrations**

Country	Application Number	Title	Application Date	Priority Date	Priority Application	Publication Number	Inventors	Original Assignee	Current Assignee	Security Assignment	Grant Number	Grant Date	Expiry Date	Status
DE	05823418.8	ELECTROSTATIC SPRAY NOZZLE SYSTEM	12-Nov-2005	12-Nov-2004	(11/12/2004); 60/627480 (11/12/2004); 11/272274 (11/10/2005); 11/271257 (11/10/2005); PCT/US2005/040956 (11/12/2005)	1817112	Cooper, Steven C.	MT INDUSTRIES, INC.	MT INDUSTRIES, INC.	N/A	602005022755.5	4-Aug-2010	12-Nov-2025	Granted
					60/627191 (11/12/2004); 60/627480 (11/12/2004); 11/272274 (11/10/2005); 11/271257 (11/10/2005); PCT/US2005/040956 (11/12/2005)									
EP	05823418.8	ELECTROSTATIC SPRAY NOZZLE SYSTEM	12-Nov-2005	12-Nov-2004	(11/10/2005); PCT/US2005/040956 (11/12/2005)	1817112	Cooper, Steven C.	MT INDUSTRIES, INC.	MT INDUSTRIES, INC.	N/A	1817112	4-Aug-2010	12-Nov-2025	Granted
					(11/12/2004); 60/627480 (11/12/2004); 11/272274 (11/10/2005); 11/271257		Thomason, Scott; Cooper, Steven C.; Sweet, Charles R.		SUNLESS, INC.	N/A	8790319	29-Jul-2014	18-Apr-2013	Granted
US	13/542406	METHOD AND SYSTEM FOR APPLYING A HEATED SKIN TREATMENT SPRAY	5-Jul-2012	15-Jul-2011	61/508479	2013/0018333	Thomason, Scott; Cooper, Steven C.	MT INDUSTRIES, INC.						Granted
		HAND HELD SKIN TREATMENT SPRAY SYSTEM WITH PROPORTIONAL AIR AND LIQUID CONTROL					Thomason, Scott; Cooper, Steven C.	MT INDUSTRIES, INC.	EVOLVE BRANDS, INC.	Amara's Capital L.P	8486030	16-Jul-2013	18-Apr-2031	Granted
US	12/910754	SKIN TREATMENT SPRAY NOZZLE SYSTEM FOR AUTOMATIC SPRAY GANTTRY	22-Oct-2010	4-Dec-2009	61/266810	2011/0137268	Thomason, Scott; Cooper, Steven C.	MT INDUSTRIES, INC.	SUNLESS, INC.	GE Capital Corporation	8784390	22-Jul-2014	15-Dec-2030	Granted
US	12/910282				61/266810	2011/0133004	Thomason, Scott; Cooper, Steven C.	MT INDUSTRIES, INC.	SUNLESS, INC.					

EP	10767654.6	AUTOMATED SKIN SPRAY AND DRY SYSTEM	20-Apr- 2010	21-Apr- 2009	61/171160 (4/21/2009); PCT/US2010/031779 (4/20/2010)	2421404	Cooper, Steven C.; Croft, Rick C.	MT INDUSTRIES, INC.	MT INDUSTRIES, INC.	N/A	2421404	7- May- 2014	20- Apr- 2030	Granted
US	13602532	METHOD OF USING A BAG-IN-BOX CONTAINER SYSTEM	4-Sep-2012	13-Sep- 2008	(913/2008); 12/412880 (3/27/2009)	2012/0324700	Thomason, Scott R.	MT MANUFACTURING, INC.	SUNLESS, INC.	Sunless, Inc. to Antares Capital LP	8701933	22- Apr- 2014	27- Mar- 2029	Granted
US	12857134	AUTOMATED BODY SPRAY SYSTEM EXCESS LIQUID REMOVAL	15-Jul-2010	5-Jan- 2006	(1/5/2006); 11/650323 (1/5/2007); 12/546056 (8/24/2009)	2010/0291847	Thomason, Scott; Masandrea, Nicholas J.	MT INDUSTRIES, INC.	MT INDUSTRIES, INC. TO SUNLESS, INC.	Antares Capital LP	8545461	1-Oct- 2013	3-Jul- 2027	Granted
US	12/546056	AUTOMATIC BODY SPRAY SYSTEM	24-Aug- 2009	5-Jan- 2006	(1/5/2006); 11/650323 (1/5/2007)	2009/0314857	Thomason, Scott; Masandrea, Nicholas J.	MT INDUSTRIES, INC.	SUNLESS, INC.	Antares Capital LP	8201288	19- Jun- 2012	11- May- 2028	Granted
CA	2607512	GANTRY TOWER SPRAYING SYSTEM WITH CARTRIDGE/RECEPTACLE ASSEMBLY	28-Apr- 2006	29-Apr- 2005	(4/29/2005); 60/676648 (4/29/2005); PCT/US2006/016267 (4/28/2006)	2607512	Cooper, Steven C.; Cooper, Troy H.; Croft, Rick C.	MT INDUSTRIES, INC.	MT INDUSTRIES, INC.	N/A	2607512	18- Mar- 2014	28- Apr- 2026	Granted
EP	06751788.8	GANTRY TOWER SPRAYING SYSTEM WITH CARTRIDGE/RECEPTACLE ASSEMBLY	28-Apr- 2006	29-Apr- 2005	60/676166 (4/29/2005); 60/676648 (4/29/2005); PCT/US2006/016267 (4/28/2006)	1879831	Cooper, Steven C.; Cooper, Troy H.; Croft, Rick C.	MYSTIC TAN, INC.	SUNLESS, INC.	N/A	1879831	11- Jan- 2012	28- Apr- 2026	Granted
US	11/272274	ELECTROSTATIC SPRAY NOZZLE WITH ADJUSTABLE FLUID TIP AND INTERCHANGEABLE COMPONENTS	10-Nov- 2005	12-Nov- 2004	60/627191 (11/12/2004); 60/627480 (11/12/2004)	2006/0124780	Cooper, Steven C.	MYSTIC TAN, INC.	SUNLESS, INC.	Antares Capital LP	7913938	29- Mar- 2011	10- Nov- 2025	Granted
US	10/873838	MISTING APPARATUS FOR ELECTROSTATIC APPLICATION OF COATING MATERIALS TO BODY SURFACES	21-Jun- 2004	N/A	N/A	2005/0281957	Cooper, Steven C.; Cooper, Troy H.	MYSTIC TAN, INC.	SUNLESS, INC.	Antares Capital LP	7462242	9- Dec- 2008	17- Aug- 2025	Granted
EP	04751835.2	SPRAY SYSTEM FOR APPLICATION OF LIQUIDS ONTO THE HUMAN BODY	10-May- 2004	9-May- 2003	(5/9/2003); 10/841396 (5/7/2004); 10/841734 (5/7/2004); PCT/US2004/014637 (5/10/2004)	1628775	Cooper, Steven C.; Cooper, Troy H.; Croft, Richard	MYSTIC TAN, INC.	MT INDUSTRIES, INC.	N/A	1628775	11- Mar- 2009	10- May- 2024	Granted
US	10/841396	SINGLE-DOSE SPRAY SYSTEM FOR APPLICATION OF LIQUIDS ONTO THE HUMAN BODY	7-May-2004	9-May- 2003	60/469289 (5/9/2003); 10/841396 (5/7/2004); 10/841734 (5/7/2004); PCT/US2004/014637 (5/10/2004)	2005/0008577	Cooper, Steven C.; Cooper, Troy H.; Croft, Rick C.	PALM BEACH TAN, INC.	SUNLESS, INC.	Antares Capital LP	7387684	17- Jun- 2008	7- May- 2024	Granted

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US	10/841734	SINGLE-DOSE SPRAY SYSTEM FOR APPLICATION OF LIQUIDS ONTO THE HUMAN BODY	7-May-2004	9-May-2003	60/469289 (5/9/2003); 10/841734 (5/7/2004); 60/676648 (4/29/2005); 60/676166 (4/29/2005)	2005/0039678	Cooper, Steven C.; Cooper, Troy H.; Croft, Ricky C.	PALM BEACH TAN, INC.	SUNLESS, INC.	Antares Capital LP	7297211	20-Nov-2007	7-May-2024	Granted
US	11/413450	GANTRY TOWER SPRAYING SYSTEM WITH CARTRIDGE/RECEPTACLE ASSEMBLY	28-Apr-2006	9-May-2003	60/469289 (5/9/2003); 10/841734 (5/7/2004); 60/676648 (4/29/2005); 60/676166 (4/29/2005)	2006/0278661	Cooper, Steven C.; Cooper, Troy H.; Croft, Ricky C.	MYSTIC TAN, INC.	SUNLESS, INC.	Antares Capital LP	7886684	15-Feb-2011	26-Dec-2027	Granted
US	12/686059	GANTRY TOWER SPRAYING SYSTEM WITH CARTRIDGE/RECEPTACLE ASSEMBLY	12-Jan-2010	9-May-2003	60/124652 (3/16/1999); 60/126632 (3/29/1999); 60/126986 (3/29/1999); 60/123932 (3/12/1999); PCT/US2000/05854 (3/7/2000)	2010/0175618	Cooper, Steven C.; Cooper, Troy H.; Croft, Ricky C.	MYSTIC TAN, INC.	MYSTIC TAN, INC. TO MT INDUSTRIES, INC. TO SUNLESS, INC.	Antares Capital LP	7992517	9-Aug-2011	7-May-2024	Granted
EP	00913770.4	MISTING APPARATUS FOR APPLICATION OF COATING MATERIALS TO SKIN SURFACE	7-Mar-2000	12-Mar-1999	60/142652 (7/6/1999); 60/123632 (3/29/1999); 60/126986 (3/29/1999); 60/123932 (3/12/1999); PCT/US2000/05854 (3/7/2000)	1161306	Cooper, Troy H.	MYSTIC TAN, INC.	MYSTIC TAN, INC.	N/A	1161306	26-Jul-2006	7-Mar-2020	Granted
US	09/521283	MISTING APPARATUS FOR APPLICATION OF COATING MATERIALS TO SKIN SURFACE	7-Mar-2000	12-Mar-1999	60/142652 (7/6/1999); 60/123632 (3/29/1999); 60/126986 (3/29/1999); 60/123932 (3/12/1999)	N/A	Cooper, Troy H.	MYSTIC TAN, INC.	SUNLESS, INC.	Antares Capital LP	6387081	14-May-2002	7-Mar-2020	Granted
US	29/405336	BOX	1-Nov-2011	N/A	N/A	N/A	Thomason, Scott R.	SUNLESS, INC.	SUNLESS, INC.	Antares Capital LP	D691883	22-Oct-2013	22-Oct-2027	Granted
US	29/436224	BOX	2-Nov-2012	13-Sep-2008	61/191887 (9/13/2008); 12/412880 (3/27/2009); 29/401783 (9/15/2011)	N/A	Thomason, Scott R.	SUNLESS, INC.	SUNLESS, INC.	Antares Capital LP	D682679	21-May-2013	21-May-2027	Granted
US	29/401781	BOX	15-Sep-2011	13-Sep-2008	61/191887 (9/13/2008); 12/412880 (3/27/2009)	N/A	Thomason, Scott R.	SUNLESS, INC.	SUNLESS, INC.	Antares Capital LP	D671404	27-Nov-2012	27-Nov-2026	Granted

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Australia	MYSTIC TAN <sup>1</sup>		127802.367400	Registered	42	809512	10/7/1999	809512	8/20/2001	10/7/2019	Renewal Deadline
Australia	AVAP		127802.367406	Registered	07, 09	1458152	11/7/2011	1458152	6/17/2013	11/7/2021	Renewal Deadline
Australia	VERSASPA <sup>2</sup>		127802.365076	Registered	03	1313574	8/4/2009	1313574	5/11/2011	8/4/2019	Renewal Deadline
Australia	VERSASPA <sup>3</sup>		127802.365070	Registered	11	1158426	1/25/2007	1158426	6/4/2007	1/25/2027	Renewal Deadline
Australia	MYSTIC TAN		127802.365115	Registered	03, 11	937596	12/12/2002	937596	6/18/2003	12/12/2022	Renewal Deadline
Australia	VERSAPRO		127802.365044	Registered	11	1491264	5/15/2012	1491264	12/10/2012	5/15/2022	Renewal Deadline
Australia	SIDEKICK		127802.365125	Registered	07	1440829	8/3/2011	1440829	1/30/2012	8/3/2021	Renewal Deadline
Australia	MAGNETAN <sup>4</sup>		127802.365081	Registered	07, 42	821170	1/24/2000	821170	6/30/2000	1/24/2020	Renewal Deadline
Australia	NORVELL		127802.127802	Registered	3	1395056	11/16/2010	1395056			Renewal Deadline
Australia	SUNLESSPRO		127802.365036	Registered	03	1458152	11/7/2011	1458152	6/17/2013	11/7/2021	Renewal Deadline
Brazil	VERSASPA		127802.365069	Registered	03	830629220	5/26/2010	830629220	4/30/2013	4/30/2023	Renewal Deadline
Brazil	MYSTIC TAN		127802.365114	Registered	11	830629491	5/26/2010	830629491	4/30/2013	4/30/2023	Renewal Deadline
Brazil	VERSASPA <sup>5</sup>		127802.364988	Registered	11	830629203	5/26/2010	830629203	6/23/2015	6/23/2025	Renewal Deadline
Brazil	NORVELL		127802.422082	Registered	03	913560715	10/16/2017	913560715	1/8/2019	7/8/2019	Status Check - Registration certificate received?
Brazil	NORVELL		127802.422081	Registered	07	913560790	10/16/2017	913560790	1/8/2019	7/8/2019	Status Check - Registration certificate received?

<sup>1</sup> The list of trademarks that was provided lists MT Industries, Inc. as the owner. MT Industries, Inc. merged into Sunless, Inc.  
<sup>2</sup> The list of trademarks that was provided lists MT Industries, Inc. as the owner. MT Industries, Inc. merged into Sunless, Inc.  
<sup>3</sup> The list of trademarks that was provided lists MT Industries, Inc. as the owner. MT Industries, Inc. merged into Sunless, Inc.  
<sup>4</sup> The list of trademarks that was provided lists MT Industries, Inc. as the owner. MT Industries, Inc. merged into Sunless, Inc.  
<sup>5</sup> The list of trademarks that was provided lists MT Industries, Inc. as the owner. MT Industries, Inc. merged into Sunless, Inc.

Brazil	NORVELL		127802.422080	Registered	11	913560820	10/16/2017	913560820	1/8/2019	7/8/2019	Status Check - Registration certificate received?
Canada	LIVESUNLESS <sup>6</sup>		127802.127802.NEW(3)	Registered	-	1524180	4/13/2011	TMA825348	6/4/2012	6/4/2027	Renewal Deadline
Canada	MAGNETAN <sup>7</sup>		127802.365077	Registered	-	1042905	1/17/2000	TMA654610	12/7/2005	12/7/2020	Renewal Deadline
Canada	SIDEKICK		127802.365123	Registered	-	1539286	8/5/2011	TMA880587	6/20/2014	6/20/2029	Renewal Deadline
Canada	VERSASPA		127802.365068	Registered	-	1449846	8/21/2009	TMA801686	7/7/2011	7/7/2026	Renewal Deadline
Canada	VERSASPA		127802.365066	Registered	-	1333789	1/26/2007	TMA724097	9/19/2008	9/19/2023	Renewal Deadline
Canada	MYSTIC TAN <sup>8</sup>		127802.365112	Registered	-	1163266	12/23/2002	TMA668711	7/26/2006	7/26/2021	Renewal Deadline
Canada	M and Design <sup>9</sup>		127802.127802	Registered		1163265	12/23/2002	TMA668710	7/26/2006	7/26/2021	Renewal Deadline
Canada	M MYSTIC TAN <sup>10</sup> and Design		127802.127802	Registered		1163264	12/23/2002	TMA699060	10/19/2007	10/19/2022	Renewal Deadline
Canada	MAGNETAN <sup>11</sup>		127802.365078	Registered	-	1276310	10/19/2005	TMA728187	11/10/2008	11/10/2023	Renewal Deadline
Colombia	AVAP			Registered	10	11099363	August 5, 2011	445541	March 9, 2012		
Colombia	SIDEKICK		127802.365121	Registered	11	11099366	8/5/2011	445542	3/9/2012	3/9/2022	Renewal Deadline
Colombia	MYSTIC TAN <sup>12</sup>		127802.127802	Registered	44	10063793	5/27/2010	418756	2/14/2011	2/14/2021	Renewal Deadline
Colombia	MYSTIC TAN		127802.365111	Registered	11	10063789	5/27/2010	418755	2/14/2011	2/14/2021	Renewal Deadline
Colombia	VERSAPRO		127802.365936	Registered	11	12083849	5/22/2012	462775	10/12/2012	10/12/2022	Renewal Deadline

<sup>6</sup> The list of trademarks that was provided lists MT Industries, Inc. as the owner. MT Industries, Inc. merged into Sunless, Inc.

<sup>7</sup> The list of trademarks that was provided lists Mystic Tan, Inc. as the owner. Mystic Tan, Inc. merged into Sunless, Inc.

<sup>8</sup> The list of trademarks that was provided lists Mystic Tan, Inc. as the owner. Mystic Tan, Inc. merged into Sunless, Inc.

<sup>9</sup> The list of trademarks that was provided lists Mystic Tan, Inc. as the owner. Mystic Tan, Inc. merged into Sunless, Inc.

<sup>10</sup> The list of trademarks that was provided lists Mystic Tan, Inc. as the owner. Mystic Tan, Inc. merged into Sunless, Inc.

<sup>11</sup> The list of trademarks that was provided lists Mystic Tan, Inc. as the owner. Mystic Tan, Inc. merged into Sunless, Inc.

<sup>12</sup> The list of trademarks that was provided lists Mystic Tan, Inc. as the owner. Mystic Tan, Inc. merged into Sunless, Inc.

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Colombia	VERSASPA		127802.365063	Registered	11	10063800	5/27/2010	418758	2/14/2011	2/14/2021	Renewal Deadline
Colombia	VERSASPA		127802.365062	Registered	03	10063796	5/27/2010	418757	2/14/2011	2/14/2021	Renewal Deadline
Colombia	SUNLESSPRO		127802.365029	Registered	03	11151911	11/9/2011	456443	7/31/2012	7/31/2022	Renewal Deadline
Colombia	SUNLESSINC		127802.365104	Registered	42	11151903	11/9/2011	456442	7/31/2012	7/31/2022	Renewal Deadline
Colombia	SUNLESSINC		127802.365102	Registered	41	11151896	11/9/2011	456441	7/31/2012	7/31/2022	Renewal Deadline
Colombia	LIVESUNLESS <sup>13</sup>		127802.127802	Registered	42	11045342	4/12/2011	433735	9/20/2011	9/20/2021	Renewal Deadline
Colombia	SUNLESSINC		127802.365101	Registered	35	11151891	11/9/2011	456440	7/31/2012	7/31/2022	Renewal Deadline
Colombia	LIVESUNLESS <sup>14</sup>		127802.127802	Registered	41	11045345	4/12/2011	433736	9/20/2011	9/20/2021	Renewal Deadline
Ecuador	VERSAPRO		127802.365041	Registered	11	230964	6/27/2012	2589	1/31/2013	1/31/2023	Renewal Deadline
Ecuador	SUNLESSPRO		127802.365024	Registered	03	12671	11/15/2011	6284	6/18/2013	6/18/2023	Renewal Deadline
Ecuador	SUNLESSINC		127802.365099	Registered	42	112677	11/15/2011	2532	5/20/2013	5/20/2023	Renewal Deadline
Ecuador	SUNLESSINC		127802.365096	Registered	41	112675	11/15/2011	2531	5/20/2013	5/20/2023	Renewal Deadline
Ecuador	SUNLESSINC		127802.365095	Registered	35	112673	11/15/2011	2238	6/13/2012	6/13/2022	Renewal Deadline
Ecuador	SIDEKICK		127802.365120	Registered	11	8119	8/4/2011	2261	3/5/2012	3/5/2022	Renewal Deadline
Ecuador	MYSTIC TAN <sup>15</sup>		127802.365105	Registered	11	230191	5/31/2010	5383	10/6/2010	10/6/2020	Renewal Deadline
Ecuador	MYSTIC TAN <sup>16</sup>		127802.365103	Registered	03	230192	5/31/2010	5382	10/6/2010	10/6/2020	Renewal Deadline
Ecuador	MYSTIC TAN <sup>17</sup>		127802.368143	Registered	44	230190	5/31/2010	2127	10/6/2010	10/6/2020	Renewal Deadline


<sup>13</sup> The list of trademarks that was provided lists MT Industries, Inc. as the owner. MT Industries, Inc. merged into Sunless, Inc.

<sup>14</sup> The list of trademarks that was provided lists MT Industries, Inc. as the owner. MT Industries, Inc. merged into Sunless, Inc.

<sup>15</sup> The list of trademarks that was provided lists MT Industries, Inc. as the owner. MT Industries, Inc. merged into Sunless, Inc.

<sup>16</sup> The list of trademarks that was provided lists MT Industries, Inc. as the owner. MT Industries, Inc. merged into Sunless, Inc.

<sup>17</sup> The list of trademarks that was provided lists MT Industries, Inc. as the owner. MT Industries, Inc. merged into Sunless, Inc.

Ecuador	LIVESUNLESS <sup>18</sup>		127802.368134	Registered	42	20113438	4/7/2011	3361	11/23/2011	11/23/2021	Renewal Deadline
Ecuador	LIVESUNLESS <sup>19</sup>		127802.368124	Registered	41	20113439	4/7/2011	3362	11/23/2011	11/23/2021	Renewal Deadline
Ecuador	AVAP		127802.367422	Registered	11	8120	8/4/2011	2262	3/5/2012	3/5/2022	Renewal Deadline
Ecuador	VERSASPA <sup>20</sup>		127802.365083	Registered	11	230193	5/31/2010	5381	10/6/2010	10/6/2020	Renewal Deadline
Ecuador	VERSASPA <sup>21</sup>		127802.365061	Registered	03	230189	5/31/2010	5380	10/6/2010	10/6/2020	Renewal Deadline
Ecuador	Design Only		127802.1278	Registered	30	169468	4/4/2006	2389	11/8/2015	7/11/2024	Renewal Deadline
European Union	LIVESUNLESS			Registered	41, 42	009874702	April 7, 2011	009874702	9/12/2011		
European Community	VIO-7		127802.414616	Registered	03	16460073	3/13/2017	16460073	7/6/2017	3/13/2027	Renewal Deadline
European Community	NORVELL		127802.421063	Registered	03, 07, 11	17178385	9/6/2017	17178385	1/2/2018	9/6/2027	Renewal Deadline
European Community	VERSASPA		127802.425328	Registered	11	17680646	1/12/2018	17680646	5/14/2018	1/12/2028	Renewal Deadline
European Community	SUNLESSINC		127802.365093	Registered	03, 11, 44	10568988	1/18/2012	10568988	6/14/2012	1/18/2022	Renewal Deadline
European Community	SUNLESSINC		127802.365092	Registered	40, 42	10403392	11/9/2011	10403392	5/7/2012	11/9/2021	Renewal Deadline
European Community	SUNLESSINC		127802.365090	Registered	41	10403335	11/9/2011	10403335	4/13/2012	11/9/2021	Renewal Deadline
European Community	SUNLESSINC		127802.365130	Registered	35	10403285	11/9/2011	10403285	4/13/2012	11/9/2021	Renewal Deadline
European Community	NORVELL		127802.127802	Registered	03, 07, 11	15594682	6/29/2016	15594682	7/8/2017	6/29/2016	Renewal Deadline
European Community	SIDEKICK		127802.365118	Registered	11	10181841	8/8/2011	10181841	1/10/2012	8/8/2021	Renewal Deadline
European Community	MYSTIC TAN		127802.365100	Registered	03, 11	2989168	12/11/2002	2989168	1/17/2005	12/11/2022	Renewal Deadline
European Community	VERSASPA		127802.365060	Registered	03, 07	8452641	7/27/2009	8452641	7/28/2011	7/27/2029	Renewal Deadline

<sup>18</sup> The list of trademarks that was provided lists MT Industries, Inc. as the owner. MT Industries, Inc. merged into Sunless, Inc.

<sup>19</sup> The list of trademarks that was provided lists MT Industries, Inc. as the owner. MT Industries, Inc. merged into Sunless, Inc.


<sup>20</sup> The list of trademarks that was provided lists MT Industries, Inc. as the owner. MT Industries, Inc. merged into Sunless, Inc.

<sup>21</sup> The list of trademarks that was provided lists MT Industries, Inc. as the owner. MT Industries, Inc. merged into Sunless, Inc.



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European Community	VERSAPRO		127802.365040	Registered	11	10915551	5/25/2012	10915551	10/19/2012	5/25/2022	Renewal Deadline
European Community	SUNLESSPRO		127802.365021	Registered	03	10403129	11/9/2011	10403129	4/13/2012	11/9/2021	Renewal Deadline
European Community	MYSTIC TAN		127802.368141	Registered	42	1326933	9/29/1999		4/12/2000	9/29/2019	Renewal Deadline
European Community	MAGIC TAN		127802.368139	Registered	11	3614609	1/16/2004		4/15/2005	1/16/2024	Renewal Deadline
European Community	MAGIC TAN		127802.368137	Registered	03	1192467	6/1/1999		10/2/2000	6/1/2019	Renewal Deadline
France	MAGNETAN		127802.365074	Registered	10	3004151	1/28/2000	3004151	1/28/2000	1/28/2020	Next Renewal on Anniversary
France	MYSTIC TAN		127802.365097	Registered	03, 11	33206304	1/27/2003	33206304	7/4/2003	1/27/2023	Next Renewal on Anniversary
Germany	MYSTIC TAN		127802.365107	Registered	03, 11	30261782503	12/18/2002	30261782	4/29/2003	12/18/2022	Next Renewal on Anniversary
Germany	MAGNETAN		127802.365075	Registered	09	30005109308	1/20/2000	30005109	1/20/2000	1/20/2020	Next Renewal on Anniversary
Japan	VERSASPA			Registered	3	2009-061422	8/11/2009	5333219	6/25/2010		
Japan	MYSTIC TAN			Registered	40	2001-095724	10/25/2001	4618302	11/1/2002		
Italy	MYSTIC TAN		127802.365089	Registered	03, 11, 42	MI2013C008287	9/11/2003	1558372	4/10/2007	9/11/2023	Renewal Deadline
Mexico	LIVESUNLESS		127802.367417	Registered	42	1171168	4/13/2011	1234883	8/24/2011	4/13/2021	Renewal Deadline
Mexico	LIVESUNLESS		127802.367416	Registered	41	1171167	4/13/2011	1237730	9/12/2011	4/13/2021	Renewal Deadline
Mexico	AVAP		127802.367418	Registered	07	1200986	8/5/2011	1295974	7/10/2012	8/5/2021	Renewal Deadline
Mexico	VERSAPRO		127802.365039	Registered	11	1274300	5/16/2012	1318878	10/8/2012	5/16/2022	Renewal Deadline
Mexico	SUNLESSPRO		127802.365018	Registered	03	1228175	11/16/2011	1281407	4/24/2012	11/16/2021	Renewal Deadline
Mexico	SUNLESSINC		127802.365129	Registered	42	1228180	11/16/2011	1369241	5/22/2013	11/16/2021	Renewal Deadline
Mexico	SUNLESSINC		127802.365127	Registered	41	1228179	11/16/2011	1355431	3/19/2013	11/16/2021	Renewal Deadline
Mexico	SUNLESSINC		127802.365126	Registered	35	1228178	11/16/2011	1281409	4/24/2012	11/16/2021	Renewal Deadline



Mexico	MYSTIC TAN <sup>22</sup>		127802.365085	Registered	03	717702	5/16/2005	893236	7/28/2005	5/16/2025	Renewal Deadline
Mexico	MYSTIC TAN <sup>23</sup>		127802.127802	Registered	42	513305	10/23/2001	739871	3/26/2002	10/23/2021	Renewal Deadline
Mexico	MYSTIC TAN <sup>24</sup>		127802.365087	Registered	11	717701	5/16/2005	893235	7/28/2005	5/16/2025	Renewal Deadline
Mexico	SIDEKICK		127802.365117	Registered	11	1200987	8/5/2011	1279728	4/17/2012	8/5/2021	Renewal Deadline
Panama	M MYSTIC TAN CLINIC and Design 			Renewed	44	M204334-01	9/12/2011	204334	9/12/2011		
Spain	MYSTIC TAN		127802.365098	Registered	03, 11, 44	2577883	6/25/2003	2547883	3/31/2004	6/25/2023	Renewal Deadline
United Kingdom	MYSTIC TAN		127802.365091	Registered	03, 11	2318242	12/11/2002	2318242	6/13/2003	12/11/2022	Renewal Deadline
United Kingdom	MAGNETAN			Registered	7, 44	2220148	1/24/2000	2220148	8/4/2000		
United States of America	LIVESUNLESS			Registered	42	85151771	10/13/2010	4292764	2/19/2013		
United States of America	MYSTIC TAN		127802.365082	Registered	11	76/464914	11/6/2002	2781608	11/11/2003	11/11/2023	Section 8 & 9 Renewal Deadline
United States of America	MYXERS		127802.365533	Registered	03	86/232968	3/26/2014	4676659	1/20/2015	1/20/2021	Section 8 & 15 Deadline
United States of America	M (Stylized)		127802.365033	Registered	03	77/631514	12/11/2008	3768816	3/30/2010	3/30/2020	Section 8 & 9 Renewal Deadline
United States of America	M (Stylized)		127802.364987	Registered	03	77/495028	6/10/2008	3554083	12/30/2008	12/30/2028	Section 8 & 9 Renewal Deadline
United States of America	VERSASPA		127802.364985	Registered	03	77/599993	10/24/2008	3650829	6/2/2009	6/2/2019	Section 8 & 9 Renewal Deadline

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<sup>22</sup> The list of trademarks that was provided lists Mystic Tan, Inc. as the owner. Mystic Tan, Inc. merged into Sunless, Inc.





<sup>23</sup> The list of trademarks that was provided lists Mystic Tan, Inc. as the owner. Mystic Tan, Inc. merged into Sunless, Inc.

<sup>24</sup> The list of trademarks that was provided lists Mystic Tan, Inc. as the owner. Mystic Tan, Inc. merged into Sunless, Inc.

United States of America	MYSTIC TAN		127802.364984	Registered	03	76/464916	11/6/2002	2863411	7/13/2004	7/13/2024	Section 8 & 9 Renewal Deadline
United States of America	EXMITT		127802.403393	Registered	21	85/430145	9/23/2011	4142595	5/15/2012	5/15/2022	Section 8 & 9 Renewal Deadline
United States of America	NORVELL <sup>25</sup>		127802.403395	Registered	03	85/018621	4/20/2010	3889638	12/14/2010	12/14/2020	Section 8 & 9 Renewal Deadline
United States of America	MYSTIC TAN		127802.365084	Registered	03	76/464915	11/6/2002	2758671	9/2/2003	9/2/2023	Section 8 & 9 Renewal Deadline
United States of America	VERSAPRO		127802.365038	Registered	11	85/620721	5/9/2012	4415600	10/8/2013	10/8/2019	Section 8 & 15 Deadline
United States of America	SUNLESSPRO		127802.365014	Registered	03	85/461074	11/1/2011	4467963	1/14/2014	1/14/2020	Section 8 Deadline
United States of America	VERSASPA and Design		127802.365080	Registered	11	77/793040	6/30/2009	3802197	6/15/2010	6/15/2020	Section 8 & 9 Renewal Deadline
United States of America	VERSASPA		127802.365046	Registered	11	78/940140	7/28/2006	3383341	2/12/2008	2/12/2028	Section 8 & 9 Renewal Deadline
United States of America	VERSASPA BEYOND TAN and Design		127802.385394	Registered	03	86/610206	4/26/2015	4876060	12/22/2015	12/22/2021	Section 8 & 15 Deadline
United States of America	THE COLOR OF CONFIDENCE		127802.380575	Registered	03	86/553196	3/4/2015	4921273	3/22/2016	3/22/2022	Section 8 & 15 Deadline
United States of America	MYX		127802.374233	Registered	03	86/438972	10/29/2014	4869418	12/15/2015	12/15/2021	Section 8 & 15 Deadline
United States of America	ODOR-BAN 200		127802.372986	Registered	03	86/405951	9/25/2014	5161512	3/14/2017	3/14/2023	Section 8 & 15 Deadline

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<sup>25</sup> The list of trademarks that was provided lists Norvell Skin Solutions, LLC. The owner listed on the USPTO website is Sunless, Inc.

United States of America	MYSTIC TAN		127802.367186	Registered	44	77/453871	4/21/2008	3608337	4/21/2009	10/3/2019	Status Check - Section 8 & 9 Paid - Awaiting Acceptance
United States of America	MORE TANNERS, MORE TANSI		127802.366951	Registered	03	86/295850	5/30/2014	4663791	12/30/2014	12/30/2020	Section 8 & 15 Deadline
United States of America	MAGIC TAN		127802.367157	Registered	03, 11	78/293662	8/28/2003	2860416	7/6/2004	7/6/2024	Section 8 & 9 Renewal Deadline
United States of America	M (Stylized)		127802.367185	Registered	44	77/514689	7/3/2008	3564600	1/20/2009	1/20/2029	Section 8 & 9 Renewal Deadline
United States of America	M MYSTIC and Design		127802.367158	Registered	44	77/514694	7/3/2008	3564601	1/20/2009	1/20/2029	Section 8 & 9 Renewal Deadline
United States of America	ULTRA VIVID COLOR COLLECTION BY NORVELL and Design		127802.415000	Registered	03	87/381897	3/22/2017	5441669	4/10/2018	4/10/2024	Section 8 & 15 Deadline
United States of America	MYSTIC TAN KYSS		127802.408734	Registered	11	87/206072	10/17/2016	5367589	1/2/2018	1/2/2024	Section 8 & 15 Deadline
United States of America	NU 19 83 and Design		127802.428382	Registered	41	87/835006	3/15/2018	5600350	11/6/2018	11/6/2024	Section 8 & 15 Deadline
United States of America	NORVELL		127802.428381	Published	41	87/835009	3/15/2018	5742854	05/07/2019	8/19/2019	Registration Certificate Received?

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## Copyrights

Title	Reg. No.	Reg. Date	Owner [Claimant]	Notes
MyMyst photo & 2 other titles.  <u>List of Titles:</u> 001 MyMyst photo. VA 1-708-417. 002 MyMyst photo. VA 1-705-987. 003 Mystic tan booth-Sandi. VA 1-242-824.	V3607D014	8/11/2011	Party 1: Sunless, Inc. (f/k/a MT Industries, Inc.) Party 2: General Electric Capital Corporation	Recorded document Copyright security agreement.
VersaSpa Pro Control Software Version 1.6.4.	TXu002082777	1/16/2018	Sunless, Inc.	Text
VersaSpa Pro Control Software Version 1.6.4.	TXu002058888	12/4/2017	Sunless, Inc.	Computer file
VersaSpa Pro Control Software Version 2.6.0.	TXu002083489	1/22/2018	Sunless, Inc.	Computer file

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REEL: 006726 FRAME: 0617

RECORDED: 08/22/2019