

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771242

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Palm Beach Tan, Inc.		11/30/2022	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: 12			
Property Type	Number	Word Mark	
Registration Number:	6606691	PREMIER COLLECTION	
Registration Number:	5925077	EMERALD PREMIER COLLECTION	
Registration Number:	6142969	SCARLET PREMIER COLLECTION	
Registration Number:	6033820	DIAMOND PRISM PREMIER	
Registration Number:	6661128	PREMIER COLLECTION SPRAY YOUR WAY	
Registration Number:	6733546	PREMIER REWARDS	
Serial Number:	90674071	PBT	
Serial Number:	97084482	TRY YOUR TAN	
Serial Number:	97162431	MY PBT	
Serial Number:	97473278	PALM BEACH TAN	
Serial Number:	97473192		
Serial Number:	97473310	A BETTER SHADE OF YOU	
CORRESPONDENCE DATA			
Fax Number:	7043738822		
<i>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.</i>			
Phone:	7043734640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty G. Smith, Senior Paralegal		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon St.		

OP \$315.00 6606691

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: 12/01/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2022 (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.

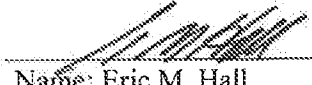
Section 5 **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and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

Palm Beach Tan, Inc.
Signature Page to Trademark Security Agreement

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TRADEMARK
REEL: 007905 FRAME: 0923

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.

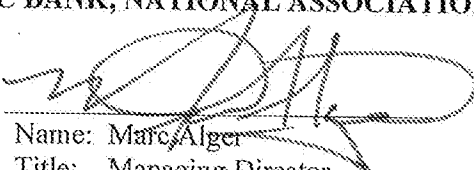
PALM BEACH TAN, INC.

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: Marc Alger
Title: Managing Director

SCHEDULE I**Trademarks**

Mark	Application #	File Date	Registration #	Reg Date
PREMIER COLLECTION	90/523188	2/10/2021	6606691	1/4/2022
EMERALD PREMIER COLLECTION (& Design)	88/388414	4/16/2019	5925077	12/3/2019
SCARLET PREMIER COLLECTION	88/457201	6/3/2019	6142969	9/1/2020
DIAMOND PRISM PREMIER	88/656862	10/16/2019	6033820	4/14/2020
PREMIER COLLECTION SPRAY YOUR WAY (and Design)	90/327545	11/18/2020	6661128	3/1/2022
PBT	90/674071	4/27/2021		
PREMIER REWARDS	90/684050	4/30/2021	6733546	5/24/2022
TRY YOUR TAN	97/084482	10/20/2021		
MY PBT (and Design)	97/162431	12/8/2021		
PALM BEACH TAN	97/473278	6/23/2022		
PALM TREE LOGO	97/473192	6/23/2022		
A BETTER SHADE OF YOU	97/473310	6/23/2022		