

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ETS, LLC		10/12/2010	LIMITED LIABILITY COMPANY: INDIANA

**RECEIVING PARTY DATA**

Name:	JK Products & Services, Inc.
Street Address:	#1 Walter Kratz Drive
City:	Jonesboro
State/Country:	ARKANSAS
Postal Code:	72401
Entity Type:	CORPORATION: ARKANSAS

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3405982	ETS TAN

**CORRESPONDENCE DATA**

Fax Number: (870)931-1800  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 8709311700  
 Email: rwaddell@barrettdeacon.com  
 Correspondent Name: Ralph Waddell  
 Address Line 1: 300 S. Church Street  
 Address Line 4: Jonesboro, ARKANSAS 72403

NAME OF SUBMITTER:	Ralph Waddell
Signature:	/Ralph Waddell/
Date:	10/21/2010

Total Attachments: 2

**900174606**

**TRADEMARK  
 REEL: 004301 FRAME: 0523**

**OP \$40.00 3405982**

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## TRADEMARK ASSIGNMENT AND LICENSE GRANT

This Trademark Assignment and License Grant is effective as of the 12th day of October, 2010, by and between ETS, LLC, an Indiana limited liability company, having an address of 6270 Corporate Drive (hereinafter "ETS"), and JK Products & Services, Inc. an Arkansas corporation having a principal place of business at #1 Walter Kratz Drive, Jonesboro, Arkansas 72401 ("JK Products").

WHEREAS, ETS is the owner of the trademarks and trade names ETS and ETS TAN and the associated goodwill including common law rights, including U.S. Federal Trademark Registration No. 3,405,982 and including corresponding foreign registrations (the "ETS Marks");

WHEREAS, JK Products desires to acquire the ETS Marks and is willing to grant a license to the ETS Marks back to ETS upon the terms herein;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **ASSIGNMENT.** ETS hereby contributes, assigns and transfers unto JK Products the entire right, title and interest in and to the ETS Marks, including all U.S. and foreign trademarks, applications and Certificates of Registration, together with the goodwill of the business symbolized by said marks, together with all rights of action, in law or in equity, for any past or future infringement thereof. Said trademarks and registrations are to be held and enjoyed by JK Products for its own use and benefit and for its successors and assigns to the full end of the present or extended term of said trademarks, as fully and entirely as the same would have been held by ETS if this assignment and contribution had not been made.
2. **LICENSE.** JK Products hereby grants to ETS an exclusive, irrevocable, royalty-free license to use the ETS Marks subject to the following terms and conditions:
  - a) **LIMITED CHANNEL OF TRADE.** The license granted herein is limited and solely allows ETS to use to ETS Marks in association with making, advertising and selling tanning equipment for the home and/or residential tanning market, which includes tanning equipment marketed to and intended for use in individuals' homes, and specifically excludes tanning equipment marketed and sold as intended for use in professional tanning salons. By way of example, this channel of trade includes, but is not limited to, the manner in which tanning equipment is marketed and sold through the current website [www.hometanningbeds.com](http://www.hometanningbeds.com).
  - b) **OWNERSHIP OF THE MARK.** ETS acknowledges JK Products' ownership of the ETS Marks and the associated goodwill, and agrees that all use of the ETS Marks by ETS shall inure to the benefit of and on behalf of JK Products. ETS agrees that nothing in this license shall give ETS any right, title, or interest in the

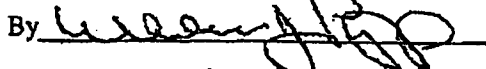
ETS Marks other than the right to use the ETS Marks in accordance with this license.


- c) **QUALITY AND STANDARDS.** ETS agrees that the nature and quality of all uses of the ETS Marks and the goods sold by ETS under the ETS Marks shall conform to at least the current quality standards that are currently used by ETS. ETS shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution, and advertising of goods covered by this license. Each party agrees not to libel, disparage, tarnish or otherwise harm the goodwill and reputation of the ETS Marks and shall not engage in illegal or immoral actions which could bring the ETS Marks into public disrepute and/or which would offend the sensitivities of a significant portion of the population.
3. **ASSIGNMENT.** ETS may freely assign its rights to this license without the consent of JK Products so long as any assignee agrees to be bound by ETS's rights and obligations under this Agreement.
4. **COOPERATION.** Each party hereto agrees to promptly execute and deliver to the other party or its legal representatives, at the requestor's cost, all papers, instruments or affidavits required to carry out and record this transfer, assignment and license regarding the ETS Marks. This includes a confirmatory assignment document, intended to be executed concurrently herewith, including the ETS Marks and other trademarks in a form suitable for recording with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the day and year first above written.

ETS, LLC

JK Products & Services, Inc.

By   
Name: William J. Pipp  
Title: CEO  
Date: 10-12-10

By   
Name: DONAVO FELTHAM  
Title: CS  
Date: 10/12/10