

PATENT ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Sun & Skin Care Research, LLC | 04/06/2012 |
| RECEIVING PARTY DATA | |
| Name: | Regions Bank |
| Street Address: | 1180 W. Peachtree Street, NW |
| Internal Address: | Suite 1000 |
| City: | Atlanta |
| State/Country: | GEORGIA |
| Postal Code: | 30309 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Application Number: | 12165919 |
| Application Number: | 12838221 |
| CORRESPONDENCE DATA | |
| Fax Number: | (678)533-7787 |
| Phone: | 404-523-5300 |
| Email: | sls@phrd.com |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Correspondent Name: | Steven L. Schaaf, Paralegal |
| Address Line 1: | 285 Peachtree Center Avenue, N.E. |
| Address Line 2: | Suite 1500 |
| Address Line 4: | Atlanta, GEORGIA 30303 |
| ATTORNEY DOCKET NUMBER: | 3717.220 |
| NAME OF SUBMITTER: | Bobbi Acord Noland |
| Total Attachments: 4 source=Patent Security Agreement (Regions - Sun)#page1.tif source=Patent Security Agreement (Regions - Sun)#page2.tif source=Patent Security Agreement (Regions - Sun)#page3.tif source=Patent Security Agreement (Regions - Sun)#page4.tif | |

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Agreement") dated as of April 6, 2012, by and between **SUN & SKIN CARE RESEARCH, LLC**, a Delaware limited liability company (the "Grantor"), having its chief executive office at 861 Greensboro Road, Cocoa, Florida 32926, and **REGIONS BANK**, an Alabama bank, as lender (in such capacity, together with its successors and assigns in such capacity, the "Lender"), with offices at 1180 W. Peachtree Street, N.W., Suite 1000, Atlanta, Georgia 30309.

This Agreement is executed pursuant to the terms of the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among Grantor, Grantor's Subsidiaries joined thereto from time to time as borrowers (together with Grantor, collectively, "Borrowers" and each individually, a "Borrower"), and Lender. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Lender a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Patent and Patent application of the Grantor, including, without limitation, each Patent and Patent application described on Schedule A;
- (ii) all reissues, continuations and extensions of the foregoing;
- (iii) all claims by the Grantor against third parties for past, present or future infringement of any Patent or Patent application, including, without limitation, any Patent or Patent application listed on Schedule A; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature page to this Agreement delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

SUN & SKIN CARE RESEARCH, LLC, as Grantor

By: 

Name: Thomas S. Harbin, III

Title: Manager

[Signatures continued on following page.]

Agreed and Accepted as of the date first above written.

REGIONS BANK,
as Lender

By: 

Name: Phyliss Hasen

Title: Senior Vice President

Schedule A to Patent Security Agreement

PATENTS

| <u>Grantor</u> | <u>Patent</u> | <u>Country</u> | <u>Application No. or Registration No. (as applicable)</u> | <u>Application Filing Date or Registration Date (as applicable)</u> |
|--|---|----------------|--|---|
| Sun and Skin Care Research, LLC | Sunblock Composition with Photostabilizer and Method of Preparation | U.S. | 12/165,919 | 07/01/2008 |
| Sun and Skin Care Research, LLC | Vitamin D Sunblock | U.S. | 12/838,221 | 07/16/2010 |