

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2908317

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	REGIONS BANK	06/13/2014
RECEIVING PARTY DATA		
Name:	SUN & SKIN CARE RESEARCH, LLC	
Street Address:	851 GREENSBORO ROAD	
City:	COCOA	
State/Country:	FLORIDA	
Postal Code:	32926	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8153105
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	patents.atl@bryancave.com	
Correspondent Name:	CHRISTOPHER KUPEC/BRYAN CAVE LLP	
Address Line 1:	301 S. COLLEGE STREET, SUITE 3400	
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202	
ATTORNEY DOCKET NUMBER:	0368952	
NAME OF SUBMITTER:	CHRISTOPHER KUPEC	
SIGNATURE:	/Christopher Kupec/	
DATE SIGNED:	06/20/2014	
Total Attachments: 10		
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PAYOFF CONFIRMATION LETTER AGREEMENT

June 13, 2014

Sun & Skin Care Research, LLC
Sun & Skin Care Research, Inc.
Source Capital SSCR, LLC
851 Greensboro Road
Cocoa, FL 32926
Attention: Gerald Woelke

FCC, LLC d/b/a First Capital
3350 Riverwood Parkway, Suite 1750
Atlanta, Georgia 30339
Attention: Portfolio Manager

Re: Termination of the Commitments under (and as defined in) that certain Ex-Im Loan and Security Agreement dated as of April 6, 2012, by and among Sun & Skin Care Research, LLC, a Delaware limited liability company ("Borrower"), Sun & Skin Care Research, Inc., an Ontario, Canada corporation ("Canadian Guarantor," Canadian Guarantor and Borrower, together with Source Capital SSCR, LLC, a Delaware limited liability company, as "Purchaser" and a "Guarantor" under the Loan Agreement, collectively, the "Credit Parties" and, individually, a "Credit Party"), and Regions Bank, an Alabama bank (together with its successors and assigns, "Lender") (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement"). Capitalized terms used herein, but not expressly defined herein, shall have the meanings given to such terms in the Loan Agreement.

Ladies and Gentlemen:

Lender has been informed that Borrower intends to request that Lender terminate the Commitments under (and as defined in) the Loan Agreement on the date first inscribed hereinabove (the "Termination Date"), and to satisfy in full all Loans and other Obligations (other than contingent indemnification, reimbursement and other payment obligations of the Credit Parties contained in the Loan Documents that by their terms expressly survive termination of the Loan Documents (collectively, the "Contingent Obligations") outstanding on the effective date of such termination (less the Contingent Obligations, collectively, the "Absolute Obligations"), including, but not limited to, all principal, interest, legal fees and other charges outstanding or payable under the Loan Agreement, with funds made available to Lender from FCC, LLC d/b/a First Capital ("New Lender"). Borrower and New Lender have advised Lender that satisfaction of the Absolute Obligations will be effected by the wire transfer from New Lender to (i) Lender and (ii) external counsel for Lender, each in immediately available funds, in an aggregate amount sufficient to satisfy the full amount of the Absolute Obligations on the Termination Date.

To the end of facilitating New Lender's wire transfer of funds to satisfy the Absolute Obligations, please be advised that the total Absolute Obligations on the date hereof are as calculated on Exhibit A attached hereto.

Lender agrees that the Absolute Obligations shall be satisfied and discharged, and Lender's liens, security interests and any other interests in the property of each Credit Party that have been granted as security for the Obligations, shall be and hereby will be automatically terminated, released and discharged immediately upon receipt by Lender of, on or before the Termination Date, (a) a wire transfer from New Lender of immediately available federal funds in the amount set forth in item 3 of Exhibit A, marked "TOTAL ABSOLUTE OBLIGATIONS (wire to Lender);", and (B) a copy of this letter agreement fully executed by each Credit Party and New Lender (the requirements of Lender's receipt of each of the foregoing items are collectively referred to as the "Payoff Conditions"). Instructions for the wire transfer of funds by New Lender to Lender are set forth on Exhibit B attached hereto.

Except as set forth below, upon satisfaction of the Payoff Conditions, the Loan Agreement, each Guaranty and each other Loan Document shall be automatically terminated and of no further force or effect and no Credit Party shall have any Obligations under the Loan Documents other than Contingent Obligations. No termination of Lender's liens and security interests in the assets of the Credit Parties shall operate to terminate or impair (a) the Credit Parties' Contingent Obligations to Lender under the Loan Agreement or any of the other Loan Documents, all of which shall survive such termination to the extent set forth in the Loan Agreement and the other Loan Documents, or (b) any statutory or common law depository bank lien, any security interest of a collecting bank under Section 4-210 of the Uniform Commercial Code, or any other rights of Lender, in its capacity as a depository bank, pursuant to any blocked account, lockbox or other deposit account control agreement or any depository agreement with the Credit Parties (collectively, the "Depository Agreements"), which rights shall be governed by such Depository Agreements and applicable law.

By their acceptance hereof, the Credit Parties and New Lender acknowledge and agree that (a) Lender reserves all of its rights with respect to each automated clearinghouse transfer ("ACH") and each check and other instrument or payment item received by Lender from Borrower or any of Borrower's account debtors prior to full payment of the Obligations as contemplated hereby (such checks, instruments or other payment items being collectively called "Checks"); (b) Lender has credited to Borrower's account the amount of all such ACH transfers and the face amount of all such Checks, but Lender has not yet received full and final credit or payment therefor; and (c) New Lender and each Credit Party, jointly and severally, shall reimburse and pay to Lender, promptly after Lender's demand therefor made at any time prior to that date which is sixty (60) days after the date hereof, in immediately available funds, the amount of any ACH transfer and the full face amount of any Check that is hereafter dishonored or returned to Lender or remains unpaid for any reason plus any bank charges and all other reasonable costs incurred by Lender that arise as a result of any such dishonor or return (collectively, "Returned Payment Items"). New Lender's obligations to make such payment shall not be conditioned upon any prior demand upon any Credit Party by Lender.

Upon satisfaction of the Payoff Conditions, (a) Lender authorizes each Credit Party or their designees to file UCC termination statements with respect to the UCC financing statements and PPSA filings listed on Exhibit C to effect the termination of liens, security interests or other interests evidenced by the UCC financing statements and PPSA Filings listed on Exhibit C, (b) each Credit Party authorizes and directs Lender to forward promptly to the New Lender or its designee, and Lender agrees to forward promptly to the New Lender or its designee, all certificates representing Equity Interests and any other possessory Collateral heretofore pledged and delivered to Lender by such Credit Party to secure the Obligations, (c) Lender shall forward to the Credit Parties or their designees a termination and release of any trademark or patent assignment recorded in the United States Patent and Trademark Office relating to trademark or patent Collateral of the Credit Parties listed on Exhibit D and (d) Lender agrees to execute and deliver all such other terminations and satisfactions necessary or reasonably requested by any Credit Party or New Lender to release any and all other liens, security interests, assignments, pledges and other interests Lender may have in the assets of any Credit Party to secure the Obligations. All reasonable out-

of-pocket costs and expenses of Lender actually incurred, including, without limitation, reasonable attorneys actually incurred and a reasonable allocation of the costs of internal legal counsel with respect to the preparation, execution or recording of any terminations or releases in connection with this letter agreement, shall be borne solely by Borrower.

Effective as of the date hereof, each Credit Party and Lender hereby acknowledge and agree that Lender shall have no further obligation to make loans or extend other financial accommodations to or for the benefit of Borrower under the Loan Agreement or otherwise.

To induce Lender to enter into this letter agreement and accept the payoff of its Absolute Obligations in the manner set forth herein, each Credit Party, for itself and on behalf of such Credit Party's subsidiaries, successors and assigns (collectively with each Credit Party, "Releasors" and individually a "Releasor"), hereby RELEASES, ACQUITS AND FOREVER DISCHARGES each Releasee (as hereinafter defined) from any and all liabilities, claims, demands, actions or causes of action of every kind or nature (if any there be), whether absolute or contingent, due or to become due, disputed or undisputed, liquidated or unliquidated, at law or in equity, or known or unknown (collectively, "Claims") that any Releasor now has, ever had or hereafter may have against Lender in any capacity or Lender's officers, directors, employees, agents, attorneys, representatives, subsidiaries, affiliates and shareholders (collectively with Lender, the "Releasees") based on acts, transactions or circumstances that have occurred or been consummated on or before the date of this letter agreement and that relate to (i) any Loan Documents or Collateral, (ii) any transaction, act or omission contemplated by or described in any Loan Documents or concluded thereunder, or (iii) any aspect of the dealings or relationships between or among any Credit Party, on the one hand, and Lender, on the other hand, under or in connection with any Loan Document or any transaction, act or omission contemplated by or described in any Loan Document or concluded thereunder. The provisions of this paragraph shall survive the termination of this letter agreement and any of the other Loan Documents and payment in full of the Absolute Obligations. Each Credit Party, for itself and on behalf of such Credit Party's successors, assigns and other legal representatives, hereby unconditionally and irrevocably agrees that such Credit Party will not sue any Releasee on the basis of any Claim released, remised and discharged pursuant to the foregoing provisions of this paragraph, and if any Credit Party or any of such Credit Party's successors, assigns or other legal representatives violates the foregoing covenant, each Credit Party, for itself and its successors, assigns and legal representatives agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all reasonable out-of-pocket costs and expenses of any Releasee actually incurred, including without limitation, reasonable attorneys actually incurred and a reasonable allocation of the costs of internal legal counsel incurred by any Releasee as a result of such violation. For the avoidance of doubt, it is understood and agreed that no Credit Party is releasing any Releasee from any claims, obligations, rights, causes of action or liabilities arising because of the breach by such Releasee of this letter agreement.

Each Credit Party further acknowledges and agrees that any "controlled disbursement," "auto-pay" or similar feature added to any deposit account maintained by such Credit Party with Lender as of the Termination Date shall be disconnected from such deposit account, and any checks, drafts or other payment items presented after the date hereof on such deposit accounts or any other deposit accounts of any Credit Party maintained with the Lender as of the Termination Date shall be dishonored and returned to such Credit Party for insufficient funds unless Lender shall have received in immediately available funds amounts sufficient to cover the payment of such items as and when presented. The Credit Parties acknowledge and agree that, unless the Credit Parties and Lender otherwise mutually agree in writing to the contrary prior thereto, (i) except as otherwise provided in clause (ii) hereof in respect of the Credit Parties' lock box-linked deposit account maintained with Lender, the Credit Parties shall have closed all deposit accounts of the Credit Parties maintained with Lender by not later than sixty (60) days after the

Termination Date, and each Credit Party hereby authorizes Lender, unless the Credit Parties and Lender so have agreed in writing otherwise, to close all such other accounts on such date in the event the Credit Parties have failed to close any of such accounts prior to such date, and to wire any remaining funds in such accounts to New Lender on such date in the same said manner as prescribed for the transmission of funds to or for the benefit of New Lender in the Control Agreement (defined below), and (ii) the Credit Parties shall have closed the deposit account bearing number 147083166 with Lender associated with the Lender's lockbox 2128 maintained for the Credit Parties by not later than ninety (90) days after the Termination Date, and each Credit Party hereby authorizes Lender, unless the Credit Parties, New Lender and Lender so have agreed in writing otherwise, to close such account and the corresponding lockbox on such date in the event the Credit Parties have failed to close such account and lockbox prior to such date, and to wire any funds in such account to New Lender up to and including such closing date in the manner as prescribed for the transmission of funds to or for the benefit of New Lender in the Control Agreement, and pending the closure thereof, all funds deposited into such deposit account may be withdrawn therefrom only as provided in a certain deposit account control agreement, to be made and entered into by and among Lender, New Lender and the applicable Credit Parties on or before the Termination Date (herein, the "Control Agreement").

This letter agreement may be executed in any number of counterparts, all of which, when taken together, shall be deemed one and the same agreement. Any manually executed counterpart of this letter agreement delivered by facsimile or other electronic transmission shall be deemed an original counterpart hereof.

[Remainder of page intentionally left blank; signatures appear on following pages.]

When accepted by the Credit Parties and New Lender, the foregoing shall constitute an agreement made in, and governed by the internal laws of the State of Georgia.

Very truly yours,

"LENDER"

REGIONS BANK

By: Debra L. Coheley
Name: DEBRA L. COHELEY
Title: SENIOR VICE PRESIDENT

[Signatures continued on following page.]

The above and foregoing is acknowledged, accepted and agreed to:

"BORROWER"

SUN & SKIN CARE RESEARCH, LLC

By: 

Name: Gerald Woelcke

Title: Chief Financial Officer

"CANADIAN GUARANTOR"

SUN & SKIN CARE RESEARCH, INC.

By: _____

Name: Stuart Straus

Title: Chief Executive Officer

"PURCHASER"

SOURCE CAPITAL SSCR, LLC

By: _____

Name: Thomas S. Harbin, III

Title: Manager

[Regions Payoff Letter – EX-IM]

The above and foregoing is acknowledged, accepted and agreed to:

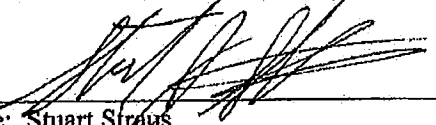
"BORROWER"

SUN & SKIN CARE RESEARCH, LLC

By: _____
Name: Gerald Woelcke
Title: Chief Financial Officer

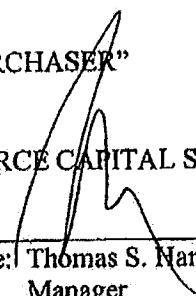
"CANADIAN GUARANTOR"

SUN & SKIN CARE RESEARCH, INC.

By: 
Name: Stuart Straus
Title: Chief Executive Officer

"PURCHASER"

SOURCE CAPITAL SSCR, LLC

By: 
Name: Thomas S. Narbin, III
Title: Manager

[Regions Payoff Letter - EX-1M]

The above and foregoing is acknowledged, accepted and agreed to:

"BORROWER"

SUN & SKIN CARE RESEARCH, LLC

By: 

Name: Gerald Woelcke

Title: Chief Financial Officer

"CANADIAN GUARANTOR"

SUN & SKIN CARE RESEARCH, INC.

By: _____

Name: Stuart Straus

Title: Chief Executive Officer

"PURCHASER"

SOURCE CAPITAL SSCR, LLC

By: _____

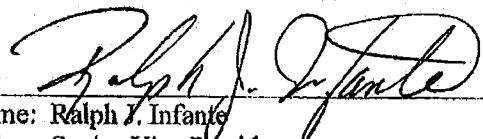
Name: Thomas S. Harbin, III

Title: Manager

[Regions Payoff Letter – EX-IM]

"NEW LENDER"

FCC, LLC, d/b/a FIRST CAPITAL

By: 
Name: Ralph J. Infante
Title: Senior Vice President

[Regions Payoff Letter - EX-IM]

EXHIBIT D

Intellectual Property Filings to be Terminated

Secured Party: Regions Bank

<u>Debtor:</u>	<u>Filing Location</u>	<u>File Number</u>	<u>File Date</u>
Patents (U.S.)	Sun & Skin Care Research, LLC	028052 / 0166	4/16/2012
Trademarks (U.S.)	Sun & Skin Care Research, LLC	4840 / 0509	8/10/2012
Trademarks (U.S.)	Sun & Skin Care Research, LLC	4965 /0612	2/18/2013
Patents (CAN)	Sun & Skin Care Research, LLC	8153105	4/16/2012