

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3851157

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
SUNLESS, INC.		04/28/2016
RECEIVING PARTY DATA		
Name:	ANTARES CAPITAL LP, AS AGENT	
Street Address:	500 W MONROE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60661	
PROPERTY NUMBERS Total: 15		
Property Type	Number	
Patent Number:	9278367	
Patent Number:	8701933	
Patent Number:	D691883	
Patent Number:	D682679	
Patent Number:	D671405	
Patent Number:	D671404	
Patent Number:	7992517	
Application Number:	14532237	
Application Number:	14059198	
Application Number:	14029388	
Application Number:	14029413	
Application Number:	13602532	
Application Number:	13524569	
Application Number:	13280317	
Application Number:	13552797	
CORRESPONDENCE DATA		
Fax Number:	(312)577-4565	
<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:	3125778265	

Email: kristin.brozovic@kattenlaw.com
Correspondent Name: KRISTIN BROZOVIC C/O KATTEN
Address Line 1: 525 W MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 387132-73

NAME OF SUBMITTER: KRISTIN BROZOVIC

SIGNATURE: /Kristin Brozovic/

DATE SIGNED: 04/28/2016

Total Attachments: 6

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of April 28, 2016, is made by SUNLESS, INC., a Delaware corporation (“Grantor” or “Borrower”), in favor of Antares Capital LP, as successor to and assignee of General Electric Capital Corporation (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 29, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Grantor, Sunless Holding Company, a Delaware corporation (“Holdings”), Sunless Intermediate Holding Company, a Delaware corporation (“Intermediate Holdings”), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement, dated as of July 29, 2011 (As the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), among Borrower, Holdings, Intermediate Holdings and Agent, pursuant to which Grantor has agreed to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower under the Credit Agreement, Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Patent Collateral. 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 Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (collectively, the “Patent Collateral”):

- (a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) 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.

Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent 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 the Guaranty and Security Agreement and this Patent Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and IP Licenses subject to a security interest hereunder.

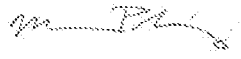
Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Patent 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SUNLESS, INC., a Delaware corporation,
as Grantor

By: 
Name: Meranee Phing
Title: Vice President and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: Michael Kriz
Name: Michael Kriz
Its: Duly Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Applications

Patent Description	Application No.	Application Date	Registration No.	Registration Date
Ultrasonic Sunless Spray Tanning Device And Method	14/532237	11/4/2014	N/A	N/A
Sunless Spray Tanning Devices and Methods	14/059198	10/21/2013	N/A	N/A
Vented Reservoir For A Sprayer System	201314029388	9/17/2013	N/A	N/A
Precision Pumping For Spray Treatment Cycles	201314029413	9/17/2013	N/A	N/A
Method of Using A Bag-In-Box Container System	2012602532 13602532	9/4/2012	N/A	N/A
Spray Gun Nozzle Tip Sith Integrated Seal And Auto Aligning Fluid Path	2012552797 13552797	7/19/2012	N/A	N/A
Automatic Body Spray System	2012524569 13524569	6/15/2012	N/A	N/A
Spray Gun Tank Configurations	2011280317 13280317	10/24/2011	N/A	N/A

Patent Registrations

Patent Description	Application No.	Application Date	Registration No.	Registration Date
Precision pumping system for spray treatment cycles	201314029413	9/17/2013	9278367	3/8/2016
System and Method for Automatically Controlling Application of Skin Treatment Solution	2012602532	9/4/2012	8701933	4/22/2014
Box	2011405336	11/1/2011	D691883	10/22/2013
Box	2012436224	11/2/2012	D682679	5/21/2013
Box	2011401783	9/15/2011	D671405	11/27/2012
Box	2011401781	9/15/2011	D671404	11/27/2012
Gantry tower spraying system with cartridge/receptacle assembly	2010686059	1/12/2010	7992517	8/9/2011