

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI475436

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
Sunless Holding Company	09/05/2024
Sunless Intermediate Holding Company	09/05/2024
Sunless, Inc.	09/05/2024

**RECEIVING PARTY DATA**

<b>Company Name:</b>	Old Second National Bank, as Administrative Agent
<b>Street Address:</b>	333 West Wacker Drive, Suite 1010
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606

**PROPERTY NUMBERS Total: 19**

Property Type	Number
Application Number:	17873612
Application Number:	14029413
Application Number:	12624083
Application Number:	13542406
Application Number:	12910282
Application Number:	13602532
Application Number:	29405336
Application Number:	12837134
Application Number:	12910754
Application Number:	29436224
Application Number:	29401783
Application Number:	29401781
Application Number:	12546056
Application Number:	11272274
Application Number:	11413450
Application Number:	10873838
Application Number:	63226483
Application Number:	63565686

PATENT

<b>Property Type</b>	<b>Number</b>
<b>PCT Number:</b>	US2238318

**CORRESPONDENCE DATA**

**Fax Number:**  
*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.*

**Phone:** 3122585573

**Email:** Ryan.Oechsler@afslaw.com,Karolyn.Richter@afslaw.com

**Correspondent Name:** Ryan Oechsler

**Address Line 1:** 233 South Wacker Drive, Suite 7100

**Address Line 4:** Chicago, ILLINOIS 60606

<b>ATTORNEY DOCKET NUMBER:</b>	454023.00030
<b>NAME OF SUBMITTER:</b>	Ms. KAROLYN RICHTER
<b>SIGNATURE:</b>	Ms. KAROLYN RICHTER
<b>DATE SIGNED:</b>	09/05/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 24**

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**PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of September 5, 2024 by Sunless Holding Company, a Delaware corporation ("Holdings"), Sunless Intermediate Holding Company, a Delaware corporation ("Intermediate Holdings"), and Sunless, Inc., a Delaware corporation ("Borrower"; Intermediate Holdings, Holdings and Borrower are referred to herein, collectively, as the "Loan Parties" and each, individually, as a "Loan Party"), in favor of Old Second National Bank, in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the lenders from time to time party to the Credit Agreement referred to below ("Lenders").

**WITNESSETH:**

**WHEREAS**, Loan Parties and Administrative Agent have entered into that certain Security Agreement dated as of September 5, 2024 (as amended, modified or supplemented from time to time, the "Security Agreement"); and

**WHEREAS**, it is a condition to the effectiveness of the Credit Agreement dated as of September 5, 2024 (as amended, modified or supplemented from time to time, the "Credit Agreement"), by and among Loan Parties, Lenders, LC Issuer and Administrative Agent, and any extensions of credit to or for the benefit of Borrower thereunder that, among other things, each Loan Party execute and deliver to Administrative Agent this Agreement;

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Loan Party agrees as follows:

**1. Incorporation of Security Agreement.** The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them in the Credit Agreement.

**2. Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all Obligations, each Loan Party hereby grants to the Administrative Agent, for the benefit of itself and the other Secured Parties, a security interest in and to all of such Loan Party's right, title and interest in, to and under all of the following, whether now existing or hereafter arising (collectively the "Collateral"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Loan Party now or hereafter has any

right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents";

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Loan Party now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights";

(iii) all such Loan Party's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Loan Party is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Loan Party and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses";

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Loan Party now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks";

(v) all such Loan Party's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Loan Party is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Loan Party and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"; and

(vi) the goodwill of such Loan Party's business connected with and symbolized by the Marks;

*provided* that in no event shall the Collateral include, or the security interest granted under this Section 2 attach to, the Excluded Property (as defined in the Security Agreement).

**3. Restrictions on Future Agreements.** Each Loan Party agrees and covenants that until the Obligations shall have been satisfied in full (other than Unasserted Contingent Indemnification Claims) and the Credit Agreement shall have been terminated, such Loan Party will not, without Administrative Agent's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which would materially adversely affect Administrative Agent's, any Lender's or LC Issuer's rights under this Agreement. Each Loan Party agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of the Required Lenders thereto (unless otherwise expressly permitted pursuant to the Credit Agreement).

**4. Certain Covenants, Representations and Warranties of each Loan Party.** Each Loan Party covenants, represents and warrants with respect to the Patents, Marks and Copyrights that are necessary or material to the conduct of such Loan Party's business (to the best of such Loan Party's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Loan Party) that: (i) such Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of such Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of such Patents, Marks, Copyrights and Licenses is valid and enforceable and such Loan Party is unaware of any invalidating prior art (including public uses and sales) relative to such Patents, and is unaware of any impairments to such Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of such Patents, Marks, Copyrights or Licenses; (iv) to the best of such Loan Party's knowledge, no claim has been made that the use of any of such Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) such Loan Party owns the entire right, title and interest in and to each of such Patents, Marks and Copyrights (other than those being licensed to such Loan Party pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to such Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under such Loan Party, in each case except for (A) rights granted by such Loan Party pursuant to the applicable licenses listed on Schedules C and E, (B) Liens and encumbrances in favor of Administrative Agent, for the benefit of itself and the other Secured Parties, pursuant to this Agreement or the other Loan Documents, and (C) Permitted Liens; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which such Loan Party has any right, title or interest; (vii) such Loan Party has the unqualified right to enter into this Agreement and perform its terms; (viii) such Loan Party will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Loan Party's business); and (ix) such Loan Party will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

**5. New Patents, Marks, Copyrights and Licenses.** If, before the Obligations shall have been satisfied in full (other than Unasserted Contingent Indemnification Claims) and the Credit Agreement shall have been terminated, any Loan Party shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Loan Party shall give to Administrative Agent prompt written notice thereof. Each Loan Party hereby authorizes Administrative Agent to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Administrative Agent to make any such notation shall not limit or affect the obligations of any Loan Party or rights of Administrative Agent, any Lender or LC Issuer hereunder.

**6. Royalties; Terms.** Each Loan Party hereby agrees that the security interest of Administrative Agent, for the benefit of itself and the other Secured Parties, in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to a Loan Party such smaller geographic location if any is specified for such Loan Party's use in the applicable License) and, without any liability for royalties or other related charges from Administrative Agent to such Loan Party. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full (other than Unasserted Contingent Indemnification Claims) of the Obligations and termination of the Credit Agreement.

**7. Inspection.** In accordance with the terms of the Credit Agreement (and subject to any limitations set forth therein), Administrative Agent (and any Lender may accompany Administrative Agent) shall have the right to inspect any Loan Party's premises and to examine any Loan Party's books, records and operations, including, without limitation, any Loan Party's quality control processes. From and after the occurrence and during the continuance of an Event of Default and notice by Administrative Agent to each Loan Party of Administrative Agent's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Loan Party agrees that Administrative Agent, or a conservator appointed by Administrative Agent, shall have the right to establish such additional product quality controls as Administrative Agent or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Loan Party under the Marks consistent with the quality of products now manufactured by such Loan Party.

**8. Termination of Each Loan Party's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full (other than Unasserted Contingent Indemnification Claims) of the Obligations and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Administrative Agent pursuant hereto or pursuant to any of the other Loan Documents, the security interest granted hereunder shall automatically be extinguished. Administrative Agent shall, at the request of any Loan Party and

at each Loan Party's reasonable expense, execute and deliver to such Loan Party, all termination statements and other instruments as may be necessary or proper to evidence the termination of Administrative Agent's security interest granted to Administrative Agent pursuant to this Agreement, subject to any disposition thereof which may have been made by Administrative Agent pursuant hereto or pursuant to any of the other Loan Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Administrative Agent, any Lender or LC Issuer.

**9. Duties of Loan Parties.** Except to the extent the same is no longer material to such Loan Party's business, each Loan Party shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Loan Parties. Except to the extent the same is no longer material to such Loan Party's business, each Loan Party shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of the Required Lenders.

**10. Administrative Agent's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Administrative Agent shall commence any such suit, each Loan Party shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Administrative Agent in aid of such enforcement, and each Loan Party shall promptly, upon demand, reimburse and indemnify Administrative Agent for all reasonable documented out-of-pocket costs and expenses incurred by Administrative Agent in the exercise of its rights under this Section 10.

**11. Waivers.** No course of dealing between any Loan Party and Administrative Agent, any Lender or LC Issuer, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent, any Lender or LC Issuer, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**12. Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

**13. Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

**14. Further Assurances.** Each Loan Party shall execute and deliver to Administrative Agent, at any time or times hereafter at the request of Administrative Agent, all papers (including, without limitation, any as may be deemed desirable by Administrative Agent for filing or recording with any Patent and Trademark Office, the United States Copyright Office and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed necessary by Administrative Agent), as Administrative Agent may reasonably request, to evidence Administrative Agent's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Administrative Agent's rights under this Agreement.

**15. Cumulative Remedies; Power of Attorney; Effect on Loan Documents.** All of Administrative Agent's, each Lender's and LC Issuer's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Loan Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Loan Party hereby constitutes and appoints Administrative Agent as such Loan Party's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of an Event of Default, to (i) endorse such Loan Party's name on all applications, documents, papers and instruments determined by Administrative Agent as necessary or desirable for Administrative Agent in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Administrative Agent deems in good faith to be in the best interest of Administrative Agent, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Loan Party hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been satisfied in full (other than Unasserted Contingent Indemnification Claims) and the Credit Agreement shall have been terminated. Each Loan Party acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent under the Credit Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Loan Party hereby releases Administrative Agent, each Lender and LC Issuer from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Administrative Agent under the powers of attorney granted herein.

**16. Binding Effect; Benefits.** This Agreement shall be binding upon each Loan Party and its respective successors and assigns and shall inure to the benefit of Administrative Agent, each Lender, LC Issuer and their respective successors, assigns and nominees.




**17. Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.

**18. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

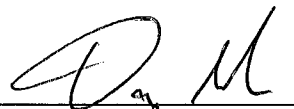
[signature page(s) follow]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.


**SUNLESS HOLDING COMPANY**

By:   
Name: Doug Goeke  
Title: Vice President and Treasurer

**SUNLESS INTERMEDIATE HOLDING COMPANY**

By:   
Name: Doug Goeke  
Title: Vice President and Treasurer

**SUNLESS, INC.**

By:   
Name: Doug Goeke  
Title: Vice President and Treasurer

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

**OLD SECOND NATIONAL BANK**, as Administrative Agent

By: \_\_\_\_\_  
Name: Thomas Karle  
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

**SUNLESS HOLDING COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUNLESS INTERMEDIATE HOLDING COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUNLESS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

**OLD SECOND NATIONAL BANK, as Administrative Agent**

By: Thomas Karle  
Name: Thomas Karle  
Title: Senior Vice President

# SCHEDULE A

## Patents

### U.S. Patent and Patent Applications Search Results

Owner	Patent	Application Number	Application Date	Registration Number	Registration Date
Sunless, Inc.	System and Method for Spray Tan Customization Using Multipart Tanning Solution	17873612	07-26-2022		02-02-2023
Sunless, Inc.	Precision Pumping System for Spray Treatment Cycles	14029413	09-17-2013	9278367	03-08-2016
Sunless, Inc.	Container for System for Spray Coating Human Subject	12624083	11-23-2009	8920391	12-30-2014
Sunless, Inc.	Method and System For Applying a Heated Skin Treatment Spray	13542406	07-05-2012	8790319	07-29-2014
Sunless, Inc.	Skin Treatment Spray Nozzle System For Automatic Spray Gantry	12910282	10-22-2010	8784390	07-22-2014
Sunless, Inc.	Method of Using A Bag-In-Box Container System	13602532	09-04-2012	8701933	04-22-2014
Sunless, Inc.	Box	29405336	11-01-2011	D691883	10-22-2013
Sunless, Inc.	Automatic Body Spray System Excess Liquid Removal	12837134	07-15-2010	8545461	10-01-2013
Sunless, Inc.	Hand Held Skin Treatment Spray System with Proportional Air and Liquid Control	12910754	10-22-2010	8486030	07-16-2013
Sunless, Inc.	Box	29436224	11-02-2012	D682679	05-21-2013
Sunless, Inc.	Box	29401783	09-15-2011	D671405	11-27-2012
Sunless, Inc.	Box	29401781	09-15-2011	D671404	11-27-2012
Sunless, Inc.	Automatic body spray system	12546056	08-24-2009	8201288	06-19-2012
Sunless, Inc.	Electrostatic spray nozzle with adjustable fluid tip and interchangeable components	11272274	11-10-2005	7913938	03-29-2011

Owner	Patent	Application Number	Application Date	Registration Number	Registration Date
Sunless, Inc.	Gantry tower spraying system with cartridge/receptacle assembly	11413450	04-28-2006	7886684	02-15-2011
Sunless, Inc.	Misting apparatus for electrostatic application of coating materials to body surfaces	10873838	06-21-2004	7462242	12-09-2008
Sunless, Inc.	System and Method for Spray Tan Customization Using Multipart Tanning Solution	63226483	07-28-2021		
Sunless, Inc.	System and Method for Adaptive Charged Spray Deposition and Feedback	63565686	03-15-2024		
Sunless, Inc.	System and Method for Spray Tan Customization Using Multipart Tanning Solution			PCT/US2022/038318	07-26-2022

# Foreign Patent Applications and Registrations

Country	Owner	Patent	Application Number	Application Date	Registration Number	Registration Date
Australia	Sunless, Inc.	System and Method for Spray Tan Customization Using Multipart Tanning Solution	2022318762	7/26/2022		
EPC	Sunless, Inc.	System and Method for Spray Tan Customization Using Multipart Tanning Solution	22850173.0	7/26/2022		

**SCHEDULE B**  
**Copyrights**

**U.S. Copyright Registrations**

<b>Owner</b>	<b>Copyright</b>	<b>Registration Number</b>	<b>Registration Date</b>
Sunless, Inc.	VersaSpa Pro Control Software Version 2.6.0.	TXu002083489	01-22-2018
Sunless, Inc.	VersaSpa Pro Control Software Version 1.6.4.	TXu002082777	01-16-2018
Sunless, Inc.	VersaSpa Pro Control Software Version 1.6.4.	TXu002058888	12-04-2017
Sunless, Inc.	MyMyst photo	VA 1-708-417	04-05-2010
Sunless, Inc.	MyMyst photo	VA 1-705-987	03-22-2010
Sunless, Inc.	Mystic tan booth-Sandi	VA 1-242-824	02-13-2004

## **SCHEDULE C**

### **Patent and Copyright Licenses**

1. The Company licenses three patents pursuant to the PBT Settlement Agreement.
2. The Company licensed two patents to Evolv Brands, Inc.
  - a. Patent 1: Method and System For Applying a Heated Skin Treatment Spray (Registration number: 8790319)
  - b. Patent 2: Hand Held Skin Treatment Spray System with Proportional Air and Liquid Control (Registration Number: 8486030)



# SCHEDULE D

## Marks

### U.S. Trademark Applications and Registrations

Owner	Trademark	Application Number	Application Date	Registration Number	Registration Date
Sunless, Inc.	Oasis	<u>88607601</u>	2019-09-06	6060539	2020-05-19
Sunless, Inc.	Ultra Vivid Color Collection By Norvell	<u>87381897</u>	2017-03-22	5441669	2018-04-10
Sunless, Inc.	Versaspa Botan	<u>88646894</u>	2019-10-08	6429025	2021-07-20
Sunless, Inc.	Versaspa Beyond Tan and Design	<u>86610206</u>	2015-04-26	4876060	2015-12-22
Sunless, Inc.	Train Hard, Tan Easy	<u>88448903</u>	2019-05-28	6267415	2021-02-09
Sunless, Inc.	Nu 19,83 and Design	<u>87835006</u>	2018-03-15	5600350	2018-11-06
Sunless, Inc.	Wellfit	<u>98113433</u>	2023-08-02		
Sunless, Inc.	Norvell	<u>87835009</u>	2018-03-15	5742854	2019-05-07
Sunless, Inc.	Sunlessinc	<u>90286686</u>	2020-10-29		
Sunless, Inc.	What's Your Tan Number?	<u>90882065</u>	2021-08-13		
Sunless, Inc.	Lipotan	<u>88646884</u>	2019-10-08	6429024	2021-07-20
Sunless, Inc.	Unity and Design	<u>97180680</u>	2021-12-20	7295254	2024-01-30
Sunless, Inc.	Versaspa Wellfit	<u>98113422</u>	2023-08-02		
Sunless, Inc.	Sunlessinc	<u>90286644</u>	2020-10-29		
Sunless, Inc.	Sunlessinc	<u>90286762</u>	2020-10-29		

Owner	Trademark	Application Number	Application Date	Registration Number	Registration Date
Sunless, Inc. <sup>1</sup>	Myst-X	<u>88850866</u>	2020-03-27	6169286	2020-10-06
Sunless, Inc.	Myxers	<u>86232968</u>	2014-03-26	4676659	2015-01-20
Sunless, Inc.	Mystic Tan Kyss	<u>87206072</u>	2016-10-17	5367589	2018-01-02
Sunless, Inc.	Versaspa Wellfit	<u>98113446</u>	2023-08-02		
Sunless, Inc.	Magnetan	<u>87291638</u>	2017-01-06	6124898	2020-08-11
Sunless, Inc.	Odor-Ban 200	<u>86405951</u>	2014-09-25	5161512	2017-03-14
Sunless, Inc.	Vivid By Norvell	<u>98702624</u>	2024-08-16		
Sunless, Inc.	M Mystic	<u>77514694</u>	2008-07-03	3564601	2009-01-20
Sunless, Inc.	M	<u>77514689</u>	2008-07-03	3564600	2009-01-20
Sunless, Inc.	Versaspa	<u>77599993</u>	2008-10-24	3630829	2009-06-02
Sunless, Inc.	Versaspa	<u>78940140</u>	2006-07-28	3383341	2008-02-12
Sunless, Inc.	M	<u>77631514</u>	2008-12-11	3768816	2010-03-30
Sunless, Inc.	Mystic Tan	<u>77453871</u>	2008-04-21	3608337	2009-04-21
Sunless, Inc.	M	<u>77495028</u>	2008-06-10	3554083	2008-12-30
Sunless, Inc.	Mystic Tan	<u>76464915</u>	2002-11-06	2758671	2003-09-02
Sunless, Inc.	Mystic Tan	<u>76464916</u>	2002-11-06	2863411	2004-07-13
Sunless, Inc.	Mystic Tan	<u>76464914</u>	2002-11-06	2781608	2003-11-11
Sunless, Inc. <sup>2</sup>	Magic Tan	<u>78293662</u>	2003-08-28	2860416	2004-07-06

<sup>1</sup> **NTD**: The Company is no longer using this mark and has given instruction to its IP Counsel to allow this registration to abandon. The registration will abandon on April 6, 2027.

<sup>2</sup> **NTD**: The Company is no longer using this mark and has given instruction to its IP Counsel to allow this registration to abandon. The registration will abandon on January 6, 2025.

Owner	Trademark	Application Number	Application Date	Registration Number	Registration Date
Sunless, Inc.	Norvell	<u>85018621</u>	2010-04-20	3889638	2010-12-14
Sunless, Inc.	ExMitt	<u>85430145</u>	2011-09-23	4142595	2012-05-15

# Foreign Trademark Applications and Registrations

Country	Owner	Trademark	Application Number	Application Date	Registration Number	Registration Date
Argentina	Sunless, Inc.	MYSTIC TAN	3814002	Jun-27-2019	3225202	Nov-05-2021
Argentina	Sunless, Inc.	MYSTIC TAN	3814003	Jun-27-2019	3225205	Nov-05-2021
Argentina	Sunless, Inc.	NORVELL	3814008	Jun-27-2019	3225216	Nov-05-2021
Argentina	Sunless, Inc.	NORVELL	3814009	Jun-27-2019	3071391	Apr-24-2020
Argentina	Sunless, Inc.	NORVELL	3814010	Jun-27-2019	3071435	Apr-24-2020
Argentina	Sunless, Inc.	VERSASPA	3814004	Jun-27-2019	3225206	Nov-05-2021
Argentina	Sunless, Inc.	VERSASPA	3814005	Jun-27-2019	3225208	Nov-05-2021
Argentina	Sunless, Inc.	VERSASPA BEYOND TAN and Design	3814006	Jun-27-2019	3225210	Nov-05-2021
Argentina	Sunless, Inc.	VERSASPA BEYOND TAN and Design	3814007	Jun-27-2019	3225214	Nov-05-2021
Australia	Sunless, Inc.	MAGNETAN	821170	Jan-24-2000	821170	Jun-30-2000
Australia	Sunless, Inc.	MYSTIC TAN	809512	Oct-07-1999	809512	Aug-20-2001
Australia	Sunless, Inc.	MYSTIC TAN	937596	Dec-12-2002	937596	Jun-18-2003
Australia	Sunless, Inc.	NORVELL	1395056	Nov-16-2010	1395056	Jul-08-2011
Australia	Sunless, Inc.	NORVELL	2021767	Jul-09-2019	2021767	Feb-22-2021
Australia	Sunless, Inc.	VERSAPRO	1491264	May-15-2012	1491264	Dec-10-2012
Australia	Sunless, Inc.	VERSASPA	1313574	Aug-04-2009	1313574	May-11-2011
Australia	Sunless, Inc.	VERSASPA	1158426	Jan-25-2007	1158426	Jun-04-2007
Australia	Sunless, Inc.	VERSASPA BEYOND TAN and Design	2021766	Jul-09-2019	2021766	Jul-09-2019
Australia	Sunless, Inc.	VERSASPA WELLFIT	2381976	Aug-22-2023	2381976	Apr-03-2024
Australia	Sunless, Inc.	WELLFIT	2381970	Aug-22-2023	2381970	Apr-03-2024

Country	Owner	Trademark	Application Number	Application Date	Registration Number	Registration Date
Brazil	Sunless, Inc.	MYSTIC TAN	830629521	May-26-2010	830629521	Mar-17-2020
Brazil	Sunless, Inc.	MYSTIC TAN	830629491	May-26-2010	830629491	Apr-30-2013
Brazil	Sunless, Inc.	NORVELL	913560715	Oct-16-2017	913560715	Jan-08-2019
Brazil	Sunless, Inc.	NORVELL	913560790	Oct-16-2017	913560790	Jan-08-2019
Brazil	Sunless, Inc.	NORVELL	913560820	Oct-16-2017	913560820	Jan-08-2019
Brazil	Sunless, Inc.	VERSASPA	830629220	May-26-2010	830629220	Apr-30-2013
Brazil	Sunless, Inc.	VERSASPA	830629203	May-26-2010	830629203	Jun-23-2015
Canada	Sunless, Inc.	MAGNETAN	1276310	Oct-19-2005	TMA728187	Nov-10-2008
Canada	Sunless, Inc.	MAGNETAN	1042905	Jan-17-2000	TMA654610	Dec-07-2005
Canada	Sunless, Inc.	MYSTIC TAN	1163266	Dec-23-2002	TMA668711	Jul-26-2006
Canada	Sunless, Inc.	MYSTIC TAN and M (Stylized)	2083408	Feb-09-2021	Pending	
Canada	Sunless, Inc.	MYSTIC TAN and M (Stylized)	2083409	Feb-09-2021	Pending	
Canada	Sunless, Inc.	NORVELL	1857219	Sep-13-2017	TMA1053964	Sep-12-2019
Canada	Sunless, Inc.	VERSASPA	1449846	Aug-21-2009	TMA801686	Jul-07-2011
Canada	Sunless, Inc.	VERSASPA	1333789	Jan-26-2007	TMA724097	Sep-19-2008
Canada	Sunless, Inc.	VERSASPA WELLFIT	2276564	Aug-21-2023	Pending	
Canada	Sunless, Inc.	WELLFIT	2276565	Aug-21-2023	Pending	
China	Sunless, Inc.	MYSTIC TAN	61390927	Dec-14-2021	61390927	Jun-21-2022

Country	Owner	Trademark	Application Number	Application Date	Registration Number	Registration Date
China	Sunless, Inc.	SUNLESS, INC. (Petitioner/Us) v. NATURETECH CO., LTD (Registrant/Them) Mark: VERASPA and Chinese Characters	10499227			
China	Sunless, Inc.	VERSASPA	61381956	Dec-14-2021	61381956	Jun-21-2022
China	Sunless, Inc.	VERSASPA	63921217	Apr-12-2022	63921217	Jul-21-2023
Colombia	Sunless, Inc.	MYSTIC TAN	10063789	May-27-2010	418755	Feb-14-2011
Colombia	Sunless, Inc.	MYSTIC TAN	10063793	May-27-2010	418756	Feb-14-2011
Colombia	Sunless, Inc.	NORVELL	SD20210116936	Dec-13-2021	717758	Sep-26-2022
Colombia	Sunless, Inc.	SUNLESSINC	11151903	Nov-09-2011	456442	Jul-31-2012
Colombia	Sunless, Inc.	SUNLESSINC	11151896	Nov-09-2011	456441	Jul-31-2012
Colombia	Sunless, Inc.	SUNLESSINC	11151891	Nov-09-2011	456440	Jul-31-2012
Colombia	Sunless, Inc.	VERSASPA	10063800	May-27-2010	418758	Feb-14-2011
Colombia	Sunless, Inc.	VERSASPA	10063796	May-27-2010	418757	Feb-14-2011
Ecuador	Sunless, Inc.	SUNLESSINC	112673	Nov-15-2011	2238-12	Jun-13-2012
European Community	Sunless, Inc.	MYSTIC TAN	1326933	Sep-29-1999		Dec-04-2000
European Community	Sunless, Inc.	MYSTIC TAN	2989168	Dec-11-2002	2989168	Jan-17-2005
European Community	Sunless, Inc.	NORVELL	17178385	Sep-06-2017	17178385	Jan-02-2018
European Community	Sunless, Inc.	NORVELL	015594682	Jun-29-2016	015594682	Jul-08-2017
European Community	Sunless, Inc.	SUNLESSINC	10568988	Jan-18-2012	10568988	Jun-14-2012

Country	Owner	Trademark	Application Number	Application Date	Registration Number	Registration Date
European Community	Sunless, Inc.	SUNLESSINC	10403392	Nov-09-2011	10403392	May-07-2012
European Community	Sunless, Inc.	SUNLESSINC	10403335	Nov-09-2011	10403335	Apr-13-2012
European Community	Sunless, Inc.	SUNLESSINC	10403285	Nov-09-2011	10403285	Apr-13-2012
European Community	Sunless, Inc.	VERSAPRO	10915551	May-25-2012	10915551	Oct-19-2012
European Community	Sunless, Inc.	VERSASPA	8452641	Jul-27-2009	8452641	Jul-28-2011
European Community	Sunless, Inc.	VERSASPA	17680646	Jan-12-2018	17680646	May-14-2018
European Community	Sunless, Inc.	VERSASPA WELLFIT	18916180	Aug-22-2023	18916180	Feb-01-2024
European Community	Sunless, Inc.	VIO-7	16460073	Mar-13-2017	16460073	Jul-06-2017
European Community	Sunless, Inc.	WELLFIT	18916162	Aug-22-2023	18916162	Jan-20-2024
France	Sunless, Inc.	MAGNETAN	3004151	Jan-28-2000	3004151	Jan-28-2000
France	Sunless, Inc.	MYSTIC TAN	33206304	Jan-27-2003	33206304	Jul-04-2003
Germany	Sunless, Inc.	MAGNETAN	30005109308	Jan-20-2000	30005109	Jan-20-2000
Germany	Sunless, Inc.	MYSTIC TAN	30261782503	Dec-18-2002	30261782	Apr-29-2003
Italy	Sunless, Inc.	MYSTIC TAN	MI2013C008287	Sep-11-2003	362022000170136	Apr-10-2007
Mexico	Sunless, Inc.	MYSTIC TAN	717702	May-16-2005	893236	Jul-28-2005

Country	Owner	Trademark	Application Number	Application Date	Registration Number	Registration Date
Mexico	Sunless, Inc.	MYSTIC TAN	717701	May-16-2005	893235	Jul-28-2005
Mexico	Sunless, Inc.	MYSTIC TAN	0119850513305	Oct-23-2001	739871	Mar-26-2002
Mexico	Sunless, Inc.	NORVELL	2664786	Dec-13-2021	2367753	Mar-09-2022
Mexico	Sunless, Inc.	SUNLESSINC	1228180	Nov-16-2011	1369241	May-22-2013
Mexico	Sunless, Inc.	SUNLESSINC	1228179	Nov-16-2011	1355431	Mar-19-2013
Mexico	Sunless, Inc.	SUNLESSINC	1228178	Nov-16-2011	1281409	Apr-24-2012
Mexico	Sunless, Inc.	VERSAPRO	1274300	May-16-2012	1318378	Oct-08-2012
Mexico	Sunless, Inc.	VERSASPA	2664788	Dec-13-2021	2367754	Mar-09-2022
Mexico	Sunless, Inc.	VERSASPA	2664792	Dec-13-2021	2367755	Mar-09-2022
New Zealand	Sunless, Inc.	MYSTIC TAN	1124895	Jul-09-2019	1124895	Jan-10-2020
New Zealand	Sunless, Inc.	NORVELL	1124892	Jul-09-2019	1124892	Jan-10-2020
New Zealand	Sunless, Inc.	VERSASPA	1124896	Jul-09-2019	1124896	Jan-10-2020
New Zealand	Sunless, Inc.	VERSASPA BEYOND TAN and Design	1124893	Jul-09-2019	1124893	Jan-10-2020
Spain	Sunless, Inc.	MYSTIC TAN	2547883	Jun-25-2003	2547883	Mar-31-2004
United Kingdom	Sunless, Inc.	MYSTIC TAN	UK00002318242	Dec-11-2002	UK00002318242	Jun-13-2003
United Kingdom	Sunless, Inc.	MYSTIC TAN	1326933	Sep-29-1999	UK00901326933	Dec-04-2000
United Kingdom	Sunless, Inc.	MYSTIC TAN	2989168	Dec-11-2002	UK00902989168	Jan-17-2005
United Kingdom	Sunless, Inc.	NORVELL	17178385	Sep-06-2017	UK00917178385	Jan-02-2018
United Kingdom	Sunless, Inc.	NORVELL	015594682	Jun-29-2016	UK00915594682	Jul-08-2017
United Kingdom	Sunless, Inc.	SUNLESSINC	10568988	Jan-18-2012	UK00910568988	Jun-14-2012
United Kingdom	Sunless, Inc.	SUNLESSINC	10403392	Nov-09-2011	UK00910403392	May-07-2012
United Kingdom	Sunless, Inc.	SUNLESSINC	10403335	Nov-09-2011	UK00910403335	Apr-13-2012
United Kingdom	Sunless, Inc.	SUNLESSINC	10403285	Nov-09-2011	UK00910403285	Apr-13-2012
United Kingdom	Sunless, Inc.	VERSAPRO	UK00910915551	May-25-2012	UK00910915551	Oct-19-2012



Country	Owner	Trademark	Application Number	Application Date	Registration Number	Registration Date
United Kingdom	Sunless, Inc.	VERSASPA	8452641	Jul-27-2009	UK00908452641	Jul-28-2011
United Kingdom	Sunless, Inc.	VERSASPA	17680646	Jan-12-2018	UK00917680646	May-14-2018
United Kingdom	Sunless, Inc.	VIO-7	16460073	Mar-13-2017	UK009460073	Jul-06-2017

**Service Marks and Service Mark Applications**

None.

## **SCHEDULE E**

### **Trademark Licenses**

1. When the Company sells a tanning booth, the customer receives a limited license to use the Company's applicable trademarks and products.