

07-03-2002

FORM PTO-1595
1-31-92

RE



SET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Docket No. **03349**

102142810

...ed original documents or copy thereof.

1. Name of conveying party(ies): California Suncare, Inc.

- Individual
- General Partnership
- Corporation
- Other
- Association
- Limited Partnership
- State: California

Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party:

Name: California Tan, Inc.
 Internal Address: _____
 City: _____ State: _____ Zip: _____
 Street Address: 10877 Wilshire Blvd., Suite 1200
 City: Los Angeles State: CA Zip: 90024

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation State Delaware
- Other

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 22, 2000

07/01/01

4. Application number(s) or Trademark number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No(s): 75/921,439 75/766,287 B. Trademark No(s): 2,518,019

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brent D. Sokol
 Internal Address: LYON & LYON LLP
633 West Fifth Street, Suite 4700
Los Angeles, CA 90071-2066
 Phone: (213)489-1600

6. Total number of applications and trademarks involved: 3

7. Total fee (37 CFR 3.41): \$ 120.00
 Enclosed
 Charge this Deposit Account if any additional fee is required

8. Deposit Account Number: 12-2475

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brent D. Sokol

 Brent D. Sokol, Reg. No. 38,621

Date: June 26, 2002

Total number of pages including cover sheet: 11

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

07/02/2002 GTDN11 00000273 75921439

Director — U.S. Patent and Trademark Office

01 FC:481 40.00 OP
 02 FC:482 50.00 OP

Box Assignments

Washington, D.C. 20231

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Repln. Ref: 07/02/2002 GTDN11 0013383800
 DAW:122475 Name/Number:75921439
 FC: 704 \$30.00 CR

TRADEMARK
REEL: 002536 FRAME: 0630

EXECUTION COPY

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, dated as of August 22, 2000, by and among California SunCare, Inc., a corporation organized and existing under the laws of the state of California ("Seller") and CALIFORNIA TAN, INC., a corporation organized and existing under the laws of the state of Delaware ("Purchaser").

Seller, Purchaser and the stockholders of Seller are parties to an Asset Purchase Agreement, dated as of August 22, 2000 (the "Asset Purchase Agreement"). All capitalized terms used herein without definition shall have the meanings set forth in the Asset Purchase Agreement.

In consideration of the premises and mutual covenants and agreements set forth in the Asset Purchase Agreement, the parties hereto agree as follows:

1. In consideration of the payment of the Purchase Price made by Purchaser to Seller pursuant to the Asset Purchase Agreement, receipt of which is hereby acknowledged, and the assumption of the Assumed Liabilities, Seller hereby sells, transfers, conveys, assigns, releases, sets over and delivers to Purchaser, to and for the benefit of Purchaser and its successors and assigns forever, all of Seller's worldwide right, title and interest in and to the trademarks and pending applications for trademarks listed on Exhibit A attached hereto (the "Trademarks"), together with the goodwill of the businesses associated therewith and symbolized thereby, the same to be held and enjoyed by Purchaser for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Trademarks are or may be granted as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made; together with all Seller's claims for damages by reason of past infringement of said Trademarks, with the right to sue for and collect the same for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives.

Seller hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all registrations and pending applications for registration of Trademarks to Purchaser as assignee of the entire interest of Seller, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

2. Seller hereby constitutes and appoints Purchaser, its successors and assigns, the true and lawful attorney of Seller to (i) endorse and/or file of record, all assignments, applications, documents, papers and instruments necessary for Purchaser or its transferee, successors or assigns, to obtain title to and the right to use the Trademarks, and (ii) to institute and prosecute

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all proceedings which Purchaser may deem proper in order to collect, assert or enforce any claim, right or title of any kind, in or to the Trademarks.

3. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

4. This Agreement shall be governed in all respects, including validity, interpretations and effect, by the laws of the State of New York. The parties hereto hereby consent to the non-exclusive jurisdiction of any state or federal court located within the County of Los Angeles, State of California and irrevocably agree that all actions or proceedings arising out of or relating to this Agreement may be litigated in such courts. Each party hereto accepts for each of itself and in connection with its properties, generally and unconditionally, the jurisdiction of the aforesaid courts and waives any defense of forum non conveniens, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement.

5. Telefacsimile transmissions of any executed original document and/or retransmission of any executed telefacsimile transmission shall be deemed to be the same as the delivery of an executed original. At the request of any party hereto, the other parties hereto shall confirm telefacsimile transmissions by executing duplicate original documents and delivering the same to the requesting party or parties. This Agreement may be executed in any number of counterparts and by the parties hereto 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.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their respective duly authorized representatives, effective as of the date first written above.

CALIFORNIA TAN, INC.

By: Paul Vigans
Name:
Title:

CALIFORNIA SUNCARE, INC.

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their respective duly authorized representatives, effective as of the date first written above.

CALIFORNIA TAN, INC.

By: _____
Name:
Title:

CALIFORNIA SUNCARE, INC.

By: *Robert J. Hussey*
Name: *Robert J. Hussey*
Title: *President*

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

EXHIBIT AU.S. Trademarks

<u>U.S. Trademark</u>	<u>Registration No.</u>	<u>Renewal Date</u>
Butter	2139877	2/24/08
California Tan	1487357	5/10/08
CuO2	2115632	11/25/07
Develop	2219693	1/19/09
Heliopulse	1986179	7/9/06
Heliotherapy	1839788	6/14/04
Heliotherapy	2037152	2/11/07
Heliotherapy	2037270	2/11/07
Heliotherapy	2143938	3/17/08
Heliotherapy	2144795	3/17/08
Heliotherapy	2151689	4/21/08
Heliotherapy Ry California Tan	2083685	7/29/07
Helix	1860223	10/25/04
Infuse	2132674	1/27/08
Insurance	1765485	9/11/02
IST	2206192	11/24/08
Lube	2206236	11/24/08
Maximizer VT	1996128	8/20/06
Polarity	2019870	11/26/06
Rage	1854390	9/29/04
Recreate	2178060	8/4/08
Summer Illusion	2019962	11/26/06
Summer Sunbathe	2021446	12/3/06
Tan & Tone Legs	2067540	6/3/07
The Positive Effects of the Sun	1846093	7/19/04
Unison	2075739	7/1/07
Unison	2076134	7/1/07
Unison Bottle Configuration	2100488	9/23/07
Unison Bottle Configuration	2102394	9/30/07
Unison Design	2083218	7/29/07
Unison Design (Color)	2083219	7/29/07
V.H.O.	2012779	10/29/06
Vengeance	2081529	7/22/07
Vengeance	2130864	1/20/08
Vitatan	2105680	10/14/07
Heliotherapy Hydration Complex	1826793	3/15/04
Helioderm	1825708	5/11/02
Bali	1762294	4/6/03
Kukuatan	2223240	2/9/09
Grease	2203324	11/10/08
Heavy Duty	2211768	12/15/08

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Heavy Duty Tanning Oil	2269587	8/10/09
High Octane	2206235	11/24/08
Industrial Sheen Complex	2265481	7/27/09
Melanochromic	2322148	7/22/10
Sub Zero	2211877	7/10/07
Tanning Fuel	2243577	5/4/09
Classic Rage	1851257	8/30/04
Commence	2303167	12/28/09
Exposure	1845318	7/19/04
Fusion	2321828	3/28/05
Helix	1885759	3/28/05
Hot Action Butter	2248200	5/25/09
Just Faces	1775679	6/8/03
Melted Butter	2250344	6/1/09
Mocha	2032680	1/21/07
Peepers	1798531	10/12/03
Tropical Exposure	1827151	3/22/04
Tropical Fever	1856162	9/27/04
Tropical Fusion	1856163	9/27/04
Topical Rage	1870949	1/3/05
Tropical Sizzle	1774597	6/1/93
Wave Design	1717376	9/22/02
CSI Jewel Bottle Design	2300968	12/14/09
Abandon	2363714	7/4/10
Solmate	2375551	8/8/00

Pending Applications for U.S. Trademarks

U.S. Trademark Applied	Application No.	Filing Date
Bali	259883	3/18/97
Island Jasmine Tanning Tea	483426	5/8/98
Mosmerize	513330	7/6/98
Sun Hemp	597188	11/30/98
Sun Sets	681189	4/12/99
Ambrosia	912646	2/8/00
Helios	138665	7/23/96
Malibu Rum	912644	2/8/00
Ultimate Sizzle	267233	4/1/97
Vitamin Cocktail	599632	12/4/98
Emerald Bay Papaya Spread	649008	2/25/99
Dark Sexy Tan	912643	2/8/00
Duplicity	666464	3/23/99
Entrance	549696	9/8/98
Glowing	912640	2/8/00
Illuminate	486109	5/15/98
Lustrous	863389	12/3/99

L.A.I.#6184769v3

2

Wicked Elixir	652144	3/2/99
Emerald Bay Dark Sugarcane Syrup	649007	2/25/99
Emerald Bay Refreshing Ocean Splash	674780	4/6/99
Emerald Bay Silky Coconut Oil	649006	2/25/99
Emerald Bay Simmering Sugar Cane Glaze	697314	5/4/99
Suddenly Sun	766287	5/4/99
Tanning Tequila	921439	2/17/00
Voodoo Blackening Sauce	921438	2/17/00

Worldwide Trademark Registrations

Country	Trademark	Registration No.	Renewal Date
✓Australia	California Tan	A542833	9/25/07
✓Austria	California Tan	AM4919/90	4/2/02
✓Austria	Touch of Bali	181393	3/30/09
✓Austria	Touch of Bali Logo	182056	5/31/09
✓Benelux	California Tan	484266	9/25/00
✓Benelux	Touch of Bali	637441	9/15/08
✓Benelux	Touch of Bali Logo	637042	9/18/08
Canada	California Tan	353194	3/17/04
Canada	Classic Rage	TMA484288	10/20/12
Canada	Commence	TMA485460	11/13/12
Canada	Ferocious	526772	4/19/15
Canada	Heliopulse	769105	12/1/10
Canada	Heliotherapy	450447	11/24/10
Canada	Heliotropic Spray Gel	434071	9/30/09
Canada	Infuse	835997	11/18/12
Canada	LIP Defense	735676	11/18/09
Canada	Maximizer	419918	11/19/08
Canada	Recreate	TMA485519	11/14/12
Canada	Solmate	511393	7/4/14
Canada	Summer Illusion	TMA463597	9/20/11
Canada	Summer Sunbathe	TMA468520	1/10/12
Canada	Tan and Tone Legs	TMA492316	4/3/13
Canada	Tropical Exposure	TMA447602	9/15/10
Canada	Tropical Fury	431295	7/29/09
Canada	Unison	TMA499257	8/26/13
Canada	VIO	478525	7/15/12
Canada	Wave Design	418744	10/22/08
Canada	Evolve	789282	2/27/13
Canada	Transcend	TMA485740	11/18/12
Denmark	California Tan	01940/1992	3/27/02
Denmark	Heliotherapy	5018/1992	7/16/03

LAI:#6184769v3

4

Denmark	Touch of Bali Logo	4656/1998	5/12/09
Estonia	California Tan	27752	4/16/08
Estonia	Wave Design	27406	2/29/08
Finland	California Tan	128475	10/5/03
Finland	Touch of Bali	214752	7/15/09
Finland	Touch of Bali Logo	214675	6/30/09
France	California Tan	1636807	9/28/00
France	Heliaderm	1315513	5/20/05
France	Sizzle	94517452	4/26/04
Germany	California Tan	2018007	5/22/01
Germany	Heliotherapy	2080659	12/13/03
Germany	Heliotherapy	2079484	9/15/02
Germany	Helix	2097446	1/12/04
Germany	Sizzle	2080658	12/1/03
Germany	Touch of Bali	39854899	9/24/08
Germany	Touch of Bali logo	39854898	9/24/08
Germany	Tropical Exposure	2079345	7/22/04
Israel	California Tan	102543	12/25/02
Italy	California Tan	606231	10/2/00
Japan	Heliotherapy	3120915	8/28/05
Japan	Heliotherapy	3223454	5/29/06
Mexico	Wave Design	450538	6/22/03
New Zealand	California Tan	205005	9/25/11
Norway	California Tan	151489	7/16/02
Norway	Heliotherapy	173688	6/6/06
Norway	Touch of Bali Logo	199781	6/3/09
Portugal	California Tan	267835	9/1/03
Portugal	Touch of Bali	333598	5/3/09
Portugal	Touch of Bali logo	333599	5/3/09
Spain	California Tan	1591379	10/4/00
Spain	Touch of Bali Logo	2194675	10/30/08
Sweden	California Tan	249991	6/24/03
Sweden	Touch of Bali Logo	337724	5/26/10
Switzerland	California Tan	391375	7/2/11
Switzerland	Touch of Bali	461855	10/8/08
Switzerland	Touch of Bali Logo	458920	9/28/08
Thailand	Heliotherapy	TM83035	11/27/07
Thailand	Wave Design	90004	11/27/07
Turkey	California Tan	199725	9/15/08
Turkey	Wave Design	202277	9/14/08
United Kingdom	California Tan	2142301	8/15/07
United Kingdom	Helix	D1580706	8/4/01
United Kingdom	Sizzle	1563015	2/17/01
United Kingdom	Wave Design	2142302	8/15/07
United Kingdom	Solmate	511393	5/4/14
United Kingdom	Touch of Bali	2180011	10/19/08

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5

United Kingdom	Touch of Bali Logo	2180010	10/19/08
United Kingdom	California Tan & Design	1484858	12/6/08

Pending Trademark Applications Worldwide

Country	Trademark	Application No.	Filing Date
Bermuda	California Tan & Wave Dcs.	29097	8/28/97
Bermuda	California Tan	29155	9/24/97
Canada	Helix	736281	9/7/93
Canada	Hot Action Butter	869054	2/10/98
Canada	Luxurious Tanning Temptations	1000735	12/17/98
Canada	Mocha	779394	4/3/95
Canada	Vengeance	769101	11/21/94
Canada	Bronze Henna	1045991	2/9/00
Canada	Sumatra Silk Sheets	1047704	2/22/00
Canada	Ambrosia	1045995	2/9/00
Canada	Duality	75/912639	2/9/00
Canada	Malibu Rum	75/912644	2/9/00
Canada	Spice & Ice	1047702	2/22/00
Canada	Vitatan	769102	11/21/94
Canada	Volcanic Mud	75/912645	2/9/00
Canada	Tanning Tequila	1047701	2/22/00
Canada	Voodoo Blackening Sauce	1047700	2/22/00
Canada	Dark Sexy Tan	1045990	2/9/00
Canada	Glowing	1045987	2/9/00
Canada	Lustrous	1047374	2/18/00
Canada	Priceless	1045988	2/9/00
Canada	Showoff	1045989	2/9/00
Canada	Harmonious Hemp	1009338	3/19/99
Canada	Kukuatan	855862	9/9/97
Canada	IST	858401	10/10/97
Canada	Agave Nectar	1004813	2/24/99
Canada	Almond Spice	889394	9/4/98
Canada	Caramel Spice	889395	9/4/98
Canada	Emerald Bay Dark Sugar Cane Syrup	1006881	3/1/99
Canada	Emerald Bay Silky Coconut Oil	1006880	3/1/99
Canada	Hot Chocolate	869055	2/10/98
Canada	Sizzling Butter	889397	9/4/98
Canada	Toasted Honey	889396	9/4/98
Canada	Emerald Bay	889393	9/4/98

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6

Canada	Emerald Bay Papaya Spread	1006882	3/1/99
Canada	Emerald Bay Simmering Sugar Cane Glaze	1016675	5/25/99
Canada	Climax	769104	11/21/97
Denmark	Touch of Bali	4655/1999	10/28/98
France	Heliotherapy	92/439391	10/28/92
Greece	California Tan	106401	10/22/91
Israel	Wave Design	102544	12/22/95
Italy	Touch of Bali	MI98C012631	12/29/98
Italy	Touch of Bali Logo	MI98C012638	12/29/98
Japan	California Tan	109291	10/23/91
Malaysia	Wave Design	98/01457	2/12/98
Malaysia	California Tan	97/21299	12/9/97
Singapore	California Tan	15704/97	12/27/97
Singapore	Heliotherapy	15705/97	12/27/97
Singapore	Wave Design	15706/97	12/27/97
Spain	Touch of Bali	2194676	10/30/98
Thailand	California Tan	349619	11/27/97
Turkey	Heliotherapy	57434	9/15/08

U. S. Patents

Protective Eyewear	Patent No.	5307523	Issued: 5/3/94
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7

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