

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tanning Research Laboratories, Inc.		02/01/2007	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	SunTrust Bank, as Administrative Agent
<b>Street Address:</b>	303 Peachtree Street
<b>Internal Address:</b>	2nd Floor
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30308
<b>Entity Type:</b>	Georgia banking corporation: GEORGIA

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Serial Number:	73264522	15 PLUS
Serial Number:	75038163	AQUAGUARD COMPLEX
Serial Number:	73629197	CERTAINLY NATURAL
Serial Number:	73142950	COOL ALOE
Serial Number:	78912726	DERMAPLEX
Serial Number:	73125079	FOREVER TAN
Serial Number:	73125077	HAWAIIAN TROPIC
Serial Number:	73299738	HAWAIIAN TROPIC
Serial Number:	73125642	HAWAIIAN TROPIC
Serial Number:	74433807	HAWAIIAN TROPIC
Serial Number:	74433808	HAWAIIAN TROPIC
Serial Number:	74153133	HAWAIIAN TROPIC
Serial Number:	73676171	HAWAIIAN TROPIC

CH \$740.00 73264522

Serial Number:	78554862	HAWAIIAN TROPIC ZONE
Serial Number:	78959598	HAWAIIAN TROPIC ZONE "THE HOTTEST PLACE ON EARTH"
Serial Number:	76432910	MISS HAWAIIAN TROPIC INTERNATIONAL
Serial Number:	73730542	OZONE
Serial Number:	75495206	SKI PRO
Serial Number:	75676035	SUNCATCHER
Serial Number:	78368851	SUNNY DAY
Serial Number:	78579464	SUNSURE
Serial Number:	73125078	SURF SKI COTE
Serial Number:	76498336	SURF SKI COTE
Serial Number:	73433489	SWIM 'N' SUN
Serial Number:	78718082	THE HOTTEST PLACE ON EARTH
Serial Number:	78959668	THE HOTTEST PLACE ON EARTH THE TROPIC ZONE
Serial Number:	73125095	
Serial Number:	78871239	TROPIC ZONE
Serial Number:	75483399	ULTRA SUN

**CORRESPONDENCE DATA**

Fax Number: (404)815-2424  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-815-2231  
Email: carolfraser@paulhastings.com  
Correspondent Name: Carol Fraser, Paralegal  
Address Line 1: 600 Peachtree Street, Suite 2400  
Address Line 2: Paul Hastings Janofsky & Walker  
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	02/08/2007

**Total Attachments: 17**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of January, 2007, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each, individually, a "Grantor"), and SUNTRUST BANK, as Administrative Agent (in such capacity, the "Administrative Agent"), for the benefit of itself and the lenders from time to time party to the Credit Agreement referred to below (the "Lenders").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Tiki Hut Holding Company, Inc., a Florida corporation (the "Parent"), Tanning Research Laboratories, Inc., a Florida corporation ("TRL"), and Hawaiian Tropic Europe, Inc., a Florida corporation ("HTE", and together with TRL, individually, each a "Borrower" and, collectively, the "Borrowers"), the Lenders, SunTrust Bank, as the Issuing Bank, the Administrative Agent, and the other agents party thereto, the Lender Group is willing to make the Revolving Loan Commitment available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group, that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group, a continuing first priority security interest (subject, with respect to priority, only to the Permitted Liens securing the Term Debt that are prior to the Liens of Administrative Agent pursuant to the Term Debt Intercreditor Agreement) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of such Grantor's Trademarks, including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all renewals, revivals or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy, insolvency, receivership or similar case involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal, revival or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this

Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. TERM DEBT INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Administrative Agent pursuant to the Loan Documents in any Term Priority Collateral (as defined in the Term Debt Intercreditor Agreement) and the exercise of any right or remedy by the Administrative Agent with respect to any Term Priority Collateral hereunder or under any other Loan Document are subject to the provisions of the Term Debt Intercreditor Agreement. In the event of any conflict between the terms of the Term Debt Intercreditor Agreement and this Agreement with respect to (a) the priority of liens and security interests granted to the Administrative Agent in the Term Priority Collateral pursuant to the Loan Documents or (b) the rights of the Administrative Agent or any Lender under this Agreement, the terms of the Term Debt Intercreditor Agreement shall govern and control as between the Administrative Agent and the Lenders, on the one hand, and the Term Debt Administrative Agent and the Term Debt Lenders, on the other hand.

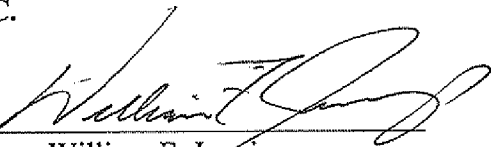
[signature page follows]

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

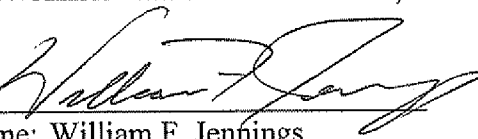
**TIKI HUT HOLDING COMPANY, INC.**

By:   
Name: William F. Jennings  
Title: Vice President and Chief Financial Officer

**TANNING RESEARCH LABORATORIES, INC.**

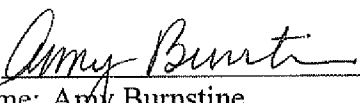
By:   
Name: William F. Jennings  
Title: Executive Vice President and Chief Financial Officer

**HAWAIIAN TROPIC EUROPE, INC.**

By:   
Name: William F. Jennings  
Title: Vice President

**ACCEPTED AND ACKNOWLEDGED BY:**

**SUNTRUST BANK, as Administrative Agent**

By:   
Name: Amy Burnstine  
Title: Director

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

I. Hawaiian Tropic Europe, Inc. and Tiki Hut Holding Company, Inc.

None.

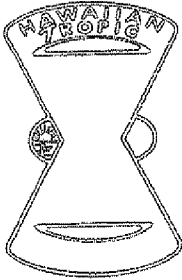

II. Tanning Research Laboratories, Inc.


COUNTRY	MARK	GOODS/ SERVICES	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE
Anguilla	<b>HAWAIIAN TROPIC</b>  FCH&S Ref.: 01480.602660	Class 3: Suntanning preparations, and lotions for the skin, all being non-medicated toilet preparations	Extension of U.K. Reg. No. B1050372	--	1792	Sep. 28, 1982
Antigua & Barbuda	<b>HAWAIIAN TROPIC</b>  FCH&S Ref.: 01480.602661	Class 3: Suntanning preparations, and lotions for the skin, all being non-medicated toilet preparations	Extension of U.K. Reg. No. B1050372	--	1273	Jun. 4, 1982
Argentina	HAWAIIAN TROPIC  FCH&S Ref.: 01480.600602	Class 25: All goods in the class, namely: clothing, including boots, shoes and slippers, excepting: footwear in general	1471793	Jan. 8, 1985	1890015	Aug. 31, 1992




COUNTRY	MARK	GOODS/ SERVICES	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE
United Kingdom	HAWAIIAN TROPIC  FCH&S Ref.: 01480.600620	Class 25: Shirts, sweatshirts, beachwear and swimwear, all being articles of clothing; hats	B1207852	Nov. 24, 1983	1207852	Jul. 14, 1988
United Kingdom	HAWAIIAN TROPIC  FCH&S Ref.: 01480.603920	Class 28: Games other than ordinary playing cards), toys and playthings; gymnastics and sporting articles (other than clothing); non-motorized surfboards adapted for use with sails; parts and fittings included in Class 28 for all the aforesaid goods	B1202669	Sep. 1, 1983	B1202669	Sep. 4, 1985
United States	15 PLUS  FCH&S Ref.: 01480.601000	Class 3: Sunblock lotion	73/264,522	Jun. 2, 1980	1,176,769	Nov. 10, 1981
United States	AQUAGUARD COMPLEX  FCH&S Ref.: 01480.604000	Class 3: Skin moisturizing mixtures of ingredients used in sunscreen preparations, suntanning preparations and after-sun skin moisturizing preparations	75/038,163	Dec. 28, 1995	2,095,871	Sep. 9, 1997

COUNTRY	MARK	GOODS/ SERVICES	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE
United States	CERTAINLY NATURAL  FCH&S Ref.: 01480.601900	Class 3: Skin moisturizing lotion	73/629,197	Nov. 7, 1986	1,494,735	Jul. 5, 1988
United States	COOL ALOE  FCH&S Ref.: 01480.600900	Class 5: Medicated ointment for the treatment of sunburn	73/142,950	Sep. 29, 1977	1,101,151	Sep. 5, 1978
United States	DERMAPLEX  FCH&S Ref.: 01480.607000	Class 3: Cosmetic sun- protecting preparations; cosmetic sun-tanning preparations; skin moisturizer	78/912,726	Jun. 20, 2006	--	--
United States	FOREVER TAN  FCH&S Ref.: 01480.600800	Class 3: Cosmetic preparations -- namely, skin moisturizer for tan preservation	73/125,079	May 2, 1977	1,085,249	Feb. 14, 1978


COUNTRY	MARK	GOODS/ SERVICES	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE
United States	HAWAIIAN TROPIC  FCH&S Ref.: 01480.600100	Class 3: Cosmetic preparations -- namely, sun screens, tanning oils and lotions and wind screens	73/125,077	May 22, 1977	1,083,788	Jan. 31, 1978
United States	  FCH&S Ref.: 01480.600500	Class 3: Suntanning oils	73/299,738	Mar. 5, 1981	1,239,081	May 24, 1983
United States	  FCH&S Ref.: 01480.600200	Class 3: Cosmetic preparations -- namely, sun screens, tanning oils and lotions and wind screens	73/125,642	May 6, 1977	1,083,790	Jan. 31, 1978

COUNTRY	MARK	GOODS/ SERVICES	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE
United States	HAWAIIAN TROPIC  FCH&S Ref.: 01480.602900	Class 5: Medicated preparations for protection of the skin against sun rays	74/433,807	Sep. 9, 1993	1,852,172	Sep. 6, 1994
United States	  FCH&S Ref.: 01480.603400	Class 5: Medicated preparations for protection of the skin against sun rays	74/433,808	Sep. 9, 1993	1,852,173	Sep. 6, 1994
United States	HAWAIIAN TROPIC  FCH&S Ref.: 01480.602500	Class 9: Sunglasses	74/153,133	Apr. 1, 1991	1,678,353	Mar. 10, 1992
United States	HAWAIIAN TROPIC  FCH&S Ref.: 01480.600600	Class 25: Clothing, namely swimwear, caps, sun visors, rompers, shorts, tops, tank tops, cover-ups, polo shirts, pants and dresses	73/676,171	Aug. 3, 1987	1,485,357	Apr. 19, 1988


COUNTRY	MARK	GOODS/ SERVICES	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE
United States	HAWAIIAN  TROPIC ZONE  FCH&S Ref.: 01480.606400	Class 43: Restaurant services	78/554,862	Jan. 27, 2005	--	--
United States	  FCH&S Ref.: 01480.607100	Class 43: Restaurant services	78/959,598	Aug. 24, 2006	--	--
United States	MISS HAWAIIAN TROPIC INTERNATIONAL  FCH&S Ref.: 01480.605500	Class 41: Entertainment in the nature of beauty pageants	76/432,910	Jul. 2, 2002	2,790,546	Dec. 9, 2003



COUNTRY	MARK	GOODS/ SERVICES	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE
United States	OZONE  FCH&S Ref.: 01480.602100	Class 3: Sunscreen preparations	73/730,542	May 24, 1988	1,567,807	Nov. 28, 1989
United States	SKI PRO  FCH&S Ref.: 01480.601500	Class 3: Skin protecting mixtures of ingredients, namely, moisturizers and sunscreens, sold as a component of lip balms	75/495,206	Jun. 2, 1998	2,356,041	Jun. 6, 2000
United States	SUNCATCHER  FCH&S Ref.: 01480.605100	Class 3: Non-medicated suncare preparations	75/676,035	Apr. 6, 1999	2,567,868	May 7, 2002
United States	SUNNY DAY  FCH&S Ref.: 01480.606000	Class 3: Preparations for application to the skin for purposes of moisturizing, tanning or screening from the sun	78/368,851	Feb. 17, 2004	3,133,812	Aug. 22, 2006

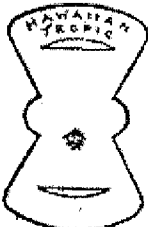
COUNTRY	MARK	GOODS/ SERVICES	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE
United States	SUNSURE  FCH&S Ref.: 01480.606500	Class 3: Sunscreen ingredients sold as a component of sunscreen preparations	78/579,464	Mar. 3, 2005	3,134,300	Aug. 22, 2006
United States	SURF SKI COTE  FCH&S Ref.: 01480.601100	Class 3: Skin lotions for use in prevention of sun and wind burn	73/125,078	May 2, 1977	1,189,683	Feb. 16, 1982
United States	SURF SKI COTE  FCH&S Ref.: 01480.605900	Class 3: Sun screen	76/498,336	Mar. 18, 2003	2,841,953 Supplemental Register	May 11, 2004
United States	SWIM 'N' SUN  FCH&S Ref.: 01480.601300	Class 3: Suntanning preparations	73/433,489	Jul. 6, 1983	1,288,585	Aug. 7, 1984

COUNTRY	MARK	GOODS/ SERVICES	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE
United States	<p>THE HOTTEST PLACE ON EARTH</p> <p>FCH&amp;S Ref.: 01480.606600</p>	Class 43: Restaurant services	78/718,082	Sep. 22, 2005	--	--
United States	<p><small>THE TROPIC</small> <small>PLACE ON EARTH</small> <b>THE TROPIC ZONE</b></p> <p>FCH&amp;S Ref.: 01480.607200</p>	Class 43: Restaurant services	78/959,668	Aug. 24, 2006	--	--
United States	 <p>(Tiki Hut Design)</p> <p>FCH&amp;S Ref.: 01480.600700</p>	Class 3: Cosmetic preparations -- namely, sun screens, tanning oils and lotions and wind screens	73/125,095	May 2, 1977	1,080,735	Jan. 3, 1978
United States	<p>TROPIC ZONE</p> <p>FCH&amp;S Ref.: 01480.606800</p>	Class 43: Restaurant services	78/871,239	Apr. 27, 2006	--	--



COUNTRY	MARK	GOODS/ SERVICES	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE
United States	ULTRA SUN  FCH&S Ref.: 01480.604700	Class 3: Suncare preparations	75/483,399	May 12, 1998	2,269,905	Aug. 10, 1999
Uruguay	HAWAIIAN TROPIC  FCH&S Ref.: 01480.60011S	Class 3: All goods in Class 3	183.463	Nov. 5, 1981	342.975 (Renewal No.)	Oct. 15, 1982
Uruguay	  FCH&S Ref.: 01480.60491S	Classes 18, 25 & 28	202.910	Sep. 24, 1984	320.800 (Renewal No.)	Apr. 4, 1990
Venezuela	HAWAIIAN TROPIC  FCH&S Ref.: 01480.600151	Class 3: Chemical substances, pharmaceutical preparations, perfumes and cosmetics	2521/85	Mar. 14, 1985	140351	Jan. 7, 1991

COUNTRY	MARK	GOODS/ SERVICES	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE
Venezuela	 <p>FCH&amp;S Ref.: 01480.600551</p>	Class 3: Toilet articles for women and men	7797/75	Dec. 10, 1975	105633-F	Nov. 28, 1983
Venezuela	 <p>FCH&amp;S Ref.: 01480.602651</p>	Class 3: Suntanning and sunscreen preparations	6/92	Jan. 2, 1992	168092	Oct. 7, 1994
Venezuela	<p>HAWAIIAN TROPIC</p> <p>FCH&amp;S Ref.: 01480.604351</p>	Class 3: Preparations for application to the skin or hair for purposes of moisturizing, tanning or screening from the sun	23282-1991	Nov. 8, 1991	P196399	May 9, 1997

COUNTRY	MARK	GOODS/ SERVICES	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE
Venezuela	HAWAIIAN TROPIC  FCH&S Ref.: 01480.602951	Class 5: Preparations for the treatment of sun burn	23282-1991	Nov. 8, 1991	P236823	May 9, 1997
Venezuela	  FCH&S Ref.: 01480.604451	Class 3: Perfumery, particularly suntanning oils  Class 5: Pharmaceutical preparations	7264-77	Oct. 5, 1977	110125-F	Sep. 11, 1984
Vietnam	HAWAIIAN TROPIC  FCH&S Ref.: 01480.60011T	Class 3: Sun care and skin care products	17 443	Mar. 25, 1994	14 844	Dec. 31, 1994
Western Samoa	HAWAIIAN TROPIC  FCH&S Ref.: 01480.60012D	Class 3: Sun care and skin care products	3009	Mar. 7, 1994	3009	Mar. 2, 1995

COUNTRY	MARK	GOODS/ SERVICES	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE
Zimbabwe	HAWAIIAN TROPIC  FCH&S Ref.: 01480.600150	Class 3: Preparations for application to the skin or hair for purposes of moisturizing, tanning, or screening from the sun	1247/95	Sep. 6, 1995	1247/95	Sep. 6, 1995