

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Designer Skin, L.L.C.		12/27/2007	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	1525 West W.T. Harris Boulevard NC0680		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2415111	DESIGNER SKIN	
Registration Number:	3009640	SPLASH TANNING TONICS	
Registration Number:	3009652	SPLASH! TANNING TONICS	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704 331 5792		
Email:	dmillard@kennedycovington.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 N Tryon St., Hearst Tower 47th Floor		
Address Line 2:	Kennedy Covington Lobdell & Hickman, LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	13567.193WACHLEVFINANCE		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		

OP \$90.00 2415111

Signature:	/Karl S. Sawyer, Jr./
Date:	01/04/2008
Total Attachments: 4 source=TMSADesignerSkinLLCtoWachBankNA#page1.tif source=TMSADesignerSkinLLCtoWachBankNA#page2.tif source=TMSADesignerSkinLLCtoWachBankNA#page3.tif source=TMSADesignerSkinLLCtoWachBankNA#page4.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of December 27, 2007 by and between DESIGNER SKIN, L.L.C., an Arizona limited liability company (the "Grantor"), having its chief executive office at 3312 E. Broadway Road, Phoenix, AZ 85040 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Boulevard, NC0680, Charlotte, North Carolina 28262 for the ratable benefit of the Secured Parties as defined in the Credit Agreement, dated as of December 27, 2007 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between New Sunshine, LLC, as the Borrower (the "Borrower"), the banks and other financial institutions from time to time party thereto and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of December 27, 2007 by and among Borrower, certain of its Subsidiaries party thereto, including the Grantor and the Administrative Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:


- (i) each Trademark, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark, described on Schedule A;
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark described on Schedule A or (b) injury to the goodwill associated with any Trademark; and
- (iii) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

DESIGNER SKIN, L.L.C., as Grantor

By: 
Name: James S. Adams
Title: Treasurer

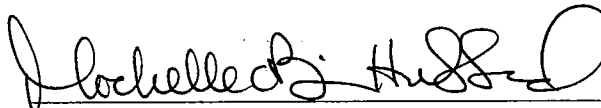
ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF MARION

I, Michelle O'Brien Hubbard, a Notary Public for said County and State, do hereby certify that James S. Adams personally appeared before me this day and stated that he is the Treasurer of Designer Skin, L.L.C. and acknowledged, on behalf of Designer Skin, L.L.C. the due execution of the foregoing instrument.

Witness my hand and official seal, this 27th day of December, 2007.



Notary Public

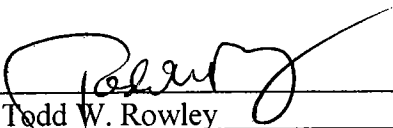
My commission expires:



[Signature Pages Continue]

Agreed and Accepted as of the
27th day of December, 2007.


WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Todd W. Rowley
Title: Senior Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

TRADEMARKS OWNED BY DESIGNER SKIN, L.L.C.

<u>Mark</u>	<u>Ser. No./ Reg. No.</u>	<u>Filing Date/ Reg. Date</u>	<u>Status</u>
DESIGNER SKIN	75/609745	12/21/1998	Registered
	2,415,111	12/26/2000	
SPLASH TANNING TONICS	78/405197	04/20/2004	Registered
	3,009,640	10/25/2005	
SPLASH! TANNING TONICS & design	78/411968	05/03/2004	Registered
	3,009,652	10/25/2005	