

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunless, Inc.		04/28/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 W Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4142595	EXMITT	
Registration Number:	3889638	NORVELL	
Registration Number:	4876060	VERSASPA BEYOND TAN	
Registration Number:	4921273	THE COLOR OF CONFIDENCE	
Registration Number:	4869418	MYX	
Registration Number:	4663791	MORE TANNERS, MORE TANS !	
Registration Number:	4676659	MYXERS	
Registration Number:	4415600	VERSAPRO	
Registration Number:	4467963	SUNLESSPRO	
Registration Number:	4292764	LIVESUNLESS	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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		

CH \$265.00 4142595

ATTORNEY DOCKET NUMBER:	387132-73
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	04/28/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK 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, Grantors 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 Trademark 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 Trademark 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 “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, however that no Lien on and security interest is granted on any “intent to use” Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such “intent to use” Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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 Trademark 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 Trademark 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 Trademark 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 Trademarks and IP Licenses subject to a security interest hereunder.

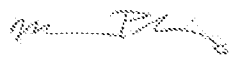
Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages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

Governing Law. This Trademark 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 Trademark 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
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

Trademark	Application Number	Application Date	Registration Number	Registration Date
EXMITT	85/430145	9/23/2011	4142595	5/15/2012
NORVELL STYLIZED	85/018621	4/20/2010	3889638	12/14/2010
VERSASPA BEYOND TAN	86610206	4/26/15	4876060	12/22/2015
THE COLOR OF CONFIDENCE	86553196	3/4/15	4921273	3/22/2016
MYX	86438972	10/29/14	4869418	12/15/2015
MORE TANNERS, MORE TANS!	86295850	5/30/14	4663791	12/30/14
MYXERS	86232968	3/26/14	4676659	1/20/2015
VERSAPRO	85620721	5/9/12	4415600	10/8/2013
SUNLESSPRO	85461074	11/1/11	4467963	1/14/2014
LIVESUNLESS	85151771	10/13/11	4292764	2/19/2013

Foreign Trademarks

Trademark	Application Number	Application Date	Registration Number	Registration Date
NORVELL (Australia)	1396056	11/16/2010	1396056	7/18/2011