

09-20-2001



101852004

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New	9-17-01	<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation)	Document ID # []	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Correction of PTO Error	Reel # [] Frame # []	<input type="checkbox"/> Merger	Effective Date Month Day Year July 12, 2001
<input type="checkbox"/> Corrective Document	Reel # [] Frame # []	<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other	[]

Conveying Party Mark if additional names of conveying parties attached

Name: The Greenhouse Spa, Inc. Execution Date: July 12, 2001

Formerly: []

Individual General Partnership Limited Partnership Corporation Association

Other []

Citizenship/State of Incorporation/Organization: Florida

Receiving Party Mark if additional names of receiving parties attached

Name: Steiner Marks Limited

DBA/AK/A/T/A: []

Composed of: []

Address (line 1): 770 S. Dixie Highway, Suite 200

Address (line 2): []

Address (line 3): Coral Gables Florida 33146

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other: international business company

Citizenship/State of Incorporation/Organization: Bahamas

09/19/2001 DBYRNE 00000028 75920687 FOR OFFICE USE ONLY 140E

01 FC:481 40.00 OP
02 FC:482 100.00 OP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

561-653-5144

Name

Pablo Meles, Esq.

Address (line 1)

Akerman, Senterfitt & Eidson, P.A.

Address (line 2)

222 Lakeview Avenue, Suite 400

Address (line 3)

P.O. Box 3188

Address (line 4)

West Palm Beach, Florida 33402-3188

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

15

Trademark Application Number(s) or Registration Number(s)

5

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

75920687

75855909

75728716

Registration Number(s)

938313

2136821

Number of Properties

Enter the total number of properties involved.

#

five (5)

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

\$140.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

50-0951

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Pablo Meles, Esq.



Sept. 11, 2001

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is entered into as of July 12, 2001, by and among BIRMINGHAM DAY SPA, LLC, a Pennsylvania limited liability company ("Birmingham"), 57th STREET DAY SPA, LLC, a New York limited liability company ("57th Street"), GH DAY SPAS, INC., a Pennsylvania corporation ("GH" and, collectively, with Birmingham and 57th Street, the "Proprietary Rights Assignors"), THE GREENHOUSE SPA, INC., a Pennsylvania corporation ("Old Greenhouse" and together with the Proprietary Rights Assignors, the "Assignors") (collectively, each, an "Assignor"), GREENHOUSE DAY SPA GROUP, INC., a Florida corporation (formerly known as STEINER SPAS USA, INC.) ("New Greenhouse"), STEINER MARKS LIMITED, a Bahamas international business company ("SML" and, collectively with New Greenhouse, the "Assignees"), GERALD KATZOFF, an individual residing in the State of Pennsylvania, LYDIA KATZOFF, a resident of the state of Pennsylvania, TGH, LLC, a Pennsylvania limited liability company ("TGH"), and THE STUART MICHAEL KATZOFF TRUST u/d/t, dated October 9, 1990, an irrevocable trust declared under the laws of the State of Pennsylvania (the "Trust," and, collectively, with TGH, Gerald Katzoff and Lydia Katzoff, the "Shareholders"). Capitalized terms used, but not defined, herein have the meaning set forth in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, (i) the parties hereto (other than SML) and certain other parties are parties to a certain Asset Purchase Agreement dated as of April 30, 2001 (the "Asset Purchase Agreement"), relating to the purchase by New Greenhouse of certain assets from Birmingham, 57th Street, GH and Old Greenhouse and (ii) SML is an assignee of the right to purchase certain of such assets;

WHEREAS, the parties hereto desire to set forth in this Agreement the terms of the purchase and sale of the Proprietary Rights, and all of the domestic and international trademarks and service marks and all other rights with respect to the name "The Greenhouse," including, but not limited to certain trademark and service mark applications and registrations for the name "The Greenhouse" and "Greenhouse Spa" as well as all logos, symbols, impressions, designs and other pictorial depictions of any nature used in the past or presently in connection with "Greenhouse" by Assignors, pursuant to the terms of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises contained in this Agreement and in the Asset Purchase Agreement and for other good, valuable and sufficient consideration, the receipt of which is acknowledged, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

1. **Effective Date.** The effective date of this Agreement shall be the Closing Date.
2. **Assignment.**

1. **Effective Date.** The effective date of this Agreement shall be the Closing Date.

2. **Assignment.**

(a) Each Proprietary Rights Assignor party hereby absolutely sells, assigns, transfers and delivers unto SML without reservation, and SML does hereby purchase and acquire from each Assignor, all of its worldwide rights, title, interest in and claim to all of the following proprietary rights, including any of such rights held by any Affiliate of such Proprietary Rights Assignor:

- (i) Any and all patents, applications for patents and patent rights, or copyrights and applications for copyrights (foreign or domestic) acquired, owned, held or used by such Proprietary Rights Assignor in connection with the Business, in each case, whether registered, unregistered or under pending registration;
- (ii) Any and all trademarks and service marks and any applications therefor, trade names, corporate names, business names, fictitious names, assumed names, trade styles, elements of package or trade dress, designs, logos, Internet domain names, customer lists, customer and vendor databases and other business indicia or general intangible of like nature owned, held or used by such Proprietary Rights Assignor which have been adopted, acquired, owned, held or used by each such Assignor and are now owned, held or used by each such Assignor in connection with the Business, its products and/or services, regardless of whether the rights of each such Proprietary Rights Assignor to the foregoing arise under federal law, state law, common law, foreign law or otherwise (collectively, the "Proprietary Rights Marks"), together with the goodwill connected with and symbolized by the Assignor Marks;
- (iii) Any and all agreements or rights relating to the technology, product formulations, know-how or processes utilized by such Proprietary Rights Assignor in the Business and any licenses relating to any of the foregoing;
- (iv) Any and all Internet domain names owned or held by each Proprietary Rights Assignor in connection with the Business; and
- (v) Any and all information, text, designs and/or artwork featured on the Internet site www.thegreenhousespa.com and www.greenhousespa.com;

(b) Old Greenhouse hereby absolutely sells, assigns, transfers and delivers unto SML, without reservation, and SML does hereby purchase and acquire from Old Greenhouse, all of its worldwide rights, title, interest in and claims to all of the following proprietary rights, including any of such proprietary rights held by any Affiliate of such Assignor:

- (i) Any and all trademarks, service marks, trade names, corporate names, business names, fictitious names, assumed names, trade styles, elements of package or trade dress, designs, logos, Internet domain names and other business indicia or general intangible of like nature owned, held or used by Old Greenhouse which relate to, or are, or have been owned, held, or used in connection with the "Greenhouse" and which (A) are set forth on Exhibit A attached hereto, or (B) have been owned, held or used in connection with the name "Greenhouse" and which adopted, acquired, owned, held or used by Old Greenhouse in connection with the business operated as the Greenhouse destination spa in Grand Prairie, Texas and its products and/or services, (the "Destination Spa Business"), regardless of whether the rights of Old Greenhouse to the foregoing arise under federal law, state law, common law, foreign law or otherwise (collectively, the "Greenhouse Marks"), together with the goodwill connected with and symbolized by the Greenhouse Marks;
- (ii) Any and all agreements or rights relating to the technology, product formulations, know-how or processes utilized by Old Greenhouse in the Destination Spa Business and any licenses relating to any of the foregoing;
- (iii) Any and all Internet domain names owned or held by each Old Greenhouse in connection with the Business;
- (iv) Any and all information, text, designs and/or artwork featured on the Internet site www.thegreenhousespa.com and www.greenhousespa.com; and
- (v) Any and all rights to use any telephone number commonly referred to as a 1-800 telephone number, including but not limited to, 1-800-473-3646, used in connection with the Destination Spa Business.

(c) Each Assignor does hereby absolutely sell, assign, transfer and deliver unto the Assignee to which such Assignor is assigning the Assigned Rights (as defined below), without reservation, and such Assignee does hereby purchase and acquire from such Assignor, all of its

worldwide rights, title, interest in and claim to all future royalties or other fees paid or payments made or to be made to such Assignor in respect of the rights being assigned hereunder by such Assignor (the "Assigned Rights") and the proceeds of any and all of the above including, without limitation, all licenses for the use thereof and existing and future profits and damages for past and future infringements of the Assigned Rights.

(d) Each Assignor covenants that such Assignor will do or cause to be done all such further acts, and shall execute or deliver, or cause to be executed or deliver, all transfers, assignments and conveyances, evidences of title, notices, powers of attorney, and assurances reasonably necessary or desirable to put each Assignee of such Assignor and such Assignee's successors and assigns, in actual possession and operating control of the Assigned Rights, or as an Assignee shall reasonably require to better assure and confirm title of such Assignee to the Assigned Rights.

Assignor hereby constitutes and appoints each Assignee to which such Assignor is assigning Assigned Rights the true and lawful attorney of each Assignor, with full power of substitution, in the name and stead of each Assignor or otherwise, for the account and benefit of each Assignee:

- (i) to demand and receive from time to time any and all of the Assigned Rights being assigned by such Assignor;
- (ii) to give receipts and releases for and in respect to the Assigned Rights being assigned by such Assignor or any part thereof; and
- (iii) to give any notices and to do all acts and things in relation to the Assigned Rights being assigned by such Assignor as such Assignee shall deem desirable, including, but not limited to, executing any and all legal or administrative documents or proceedings to assert or enforce any claim, right or title in, or to any of the Assigned Rights being assigned by such Assignee.

3. **New Greenhouse Name Change.** In order to further effectuate the intent of this Agreement, Old Greenhouse agrees that, effective within ten (10) business days after the Closing Date, Old Greenhouse will change its corporate name to a new name which does not incorporate the word "Greenhouse" or any similar term. In connection with the foregoing, as of the Closing Date, Old Greenhouse agrees that, as of the Closing Date, it will cease ordering or arranging for the creation of any letterhead, checks, and other materials that reflect the name "Greenhouse" being used in connection with the corporate activities of Old Greenhouse, except that, pursuant to the Trademark/Service Mark License Agreement of even date herewith between Old Greenhouse and Steiner Marks Limited (the "Marks Agreement"), Old Greenhouse has certain rights to use the Marks

(as defined in the Marks Agreement), in connection with the operations (but not corporate activities) of Old Greenhouse. Notwithstanding the foregoing, provided that Old Greenhouse complies with the terms of the immediately preceding sentence, Old Greenhouse shall be permitted to use up the supplies it has on hand as of the Closing Date, for a period not to exceed nine (9) months after the Closing Date.

4. **Warranties and Representations.** Each Assignor and each Shareholder, jointly and severally, warrants and represents that: (i) except for the Proprietary Rights set forth in Section 1, above, the Proprietary Rights Assignors do not have any rights, title to, interest in or claim to any patent or any applications therefor or any other trademark, service mark, or other intangible property rights used or associated with or appurtenant to Assignor's products and/or services or the Business (ii) Old Greenhouse has no rights to the Greenhouse Marks, except as being conveyed to SML hereunder; (iii) each Assignor has title to the Assigned Rights it is assigning hereunder free and clear of all Liens or other rights of any party whatsoever; (iv) Assignor has not previously assigned or licensed the Assigned Rights to any third party (other than the Existing Licenses (as defined below)); (v) each Assignor has full right to make the assignment of the Assigned Rights it is assigning hereunder; (vi) no Assignor has any Knowledge of any infringement or threatened infringement of any of the Assigned Rights by any Person and, to the Knowledge of each Assignor, there have been no claims threatened, suits initiated or opposition claimed in connection with the use or registration of any of the Assigned Rights; (vii) no Assignor has any knowledge of any infringements on the Assignor Marks (other than Cancellation No. 30,954 for the cancellation of Certificate of Registration No. 1,389,272 covering the mark THE GREEN HOUSE pending before the Trademark Trial and Appeal Board of the United States Patent and Trademark Office); and (viii) it will not acquire any future interest in any trademarks, service marks or intellectual property similar to any of the Assigned Rights.

5. **Termination of Licenses.** Greenhouse has entered into, as licensor, (a) a license agreement, dated June 28, 1999, with GH, as Licensee, for the use of the "Greenhouse" mark and related logos and derivations, and (b) a license agreement dated November 8, 2000, with GH, 57th Street, and Birmingham, as licensees, for the use of the "Greenhouse" mark and other marks (the aforesaid two License Agreements are referred to herein, collectively, as the "Existing Licenses"). Each of the parties identified in the preceding sentence (the "Existing Licensed Parties") hereby agrees that effective as of the Closing Date, the Existing Licenses will, for all purposes, terminate. The Existing Licensed Parties represent and warrant that there are no other license agreements relating to the Proprietary Rights or the Greenhouse Marks other than the Existing Licenses.

6. **Notices.** Any notices, demands or other communication given in connection herewith shall be in writing and be deemed given (i) when personally delivered, (ii) sent by facsimile transmission to a number provided in writing by the addressee and a confirmation of the transmission is received by the sender or (iii) three (3) days after being deposited for delivery with a recognized overnight courier, such as FedEx, with directions to deliver within three (3) days, and addressed or sent, as the case may be, to the address or facsimile number set forth below or to such other address or facsimile number as such Party may designate in accordance herewith:

When any Assignee is the intended recipient:

Leonard I. Fluxman
c/o Greenhouse Day Spa Group, Inc.
Suite 200
770 South Dixie Highway
Coral Gables, FL 33146
Telephone: (305) 358-9002
Facsimile: (305) 358-9954

with a copy to:

Robert C. Boehm, Esq.
Akerman, Senterfitt & Eidson, P.A.
SunTrust International Center
28th Floor
One S.E. 3rd Avenue
Miami, FL 33131-1714
Facsimile: (305) 374-5095

When any Assignor is the intended recipient:

Gerald Katzoff
GH Day Spas, Inc.
7 East Skippack Pike, Suite 300
Ambler, PA 19002
Facsimile: (215) 643-2865

with a copy to:

L. Leonard Lundy
Kaplin Stewart Meloff Reiter & Stein, P.C.
350 Sentry Parkway, Bldg. 640
Post Office Box 3037
Blue Bell, PA 19422
Facsimile: (610) 825-7055

7. **Governing Law; Forum; Etc.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Florida (without giving effect to the laws, rules or principles of the State of Florida regarding conflicts of laws). Each party to this Agreement agrees that any proceeding arising out of or relating to this Agreement or the breach or threatened breach of this Agreement may be commenced and prosecuted in a state or federal court, as the case may be, in the county of Miami-Dade, State of Florida. Each party to this Agreement consents and submits to the non-exclusive personal jurisdiction of any such court in respect of any such proceeding. Each party consents to service of process upon it with respect to any

such proceeding by registered mail, return receipt requested, and by any other means permitted by applicable laws and rules. Each party hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such proceeding in any such court and any claim that it may now or hereafter have that any such proceeding in any such court has been brought in an inconvenient forum. In the event of any litigation between or among any of the parties with respect to this Agreement, the prevailing party or parties, as the case may be, therein shall be entitled to receive from the non-prevailing party or parties, as the case may be, therein all of such prevailing party's or parties' expenses incurred in connection with such litigation.

8. **Binding Effect; Assignment; Third Party Beneficiaries.** This Agreement shall be binding upon the parties and their respective successors and permitted assigns and shall inure to the benefit of the parties and their respective successors and permitted assigns. No party shall assign any of its rights or delegate any of its duties under this Agreement (by operation of law or otherwise) without the prior written consent of the other parties; provided, however, that Assignees may assign their respective rights under this Agreement to any Affiliate, including assigning the Proprietary Rights to a corporation incorporated under the laws of the Bahamas. Any assignment of rights or delegation of duties under this Agreement by a party without the prior written consent of the other parties shall be void. No person (including, without limitation, any employee of a party) shall be, or be deemed to be, a third party beneficiary of this Agreement unless this Agreement specifically so provides.

9. **Entire Agreement.** This Agreement together with the Exhibit(s) attached hereto constitutes the entire agreement among the parties with respect to the subject matter hereof and cancels and supersedes all of the previous or contemporaneous agreements, representations, warranties and understandings (whether oral or written) by, between or among the parties with respect to the subject matter hereof.

10. **Further Assurances.** At any time and from time to time after the date of this Agreement, each party shall, at its own cost and expense, execute, deliver and acknowledge such other documents and take such further actions as may be reasonably requested by the other party in order to fully perform such party's obligations as contemplated hereby.

11. **Amendments.** No addition to, and no cancellation, renewal, extension, modification or amendment of, this Agreement shall be binding upon a party unless such addition, cancellation, renewal, extension, modification or amendment is set forth in a written instrument that states that it adds to, amends, cancels, renews, extends or modifies this Agreement and is executed and delivered by each party.

12. **Waivers.** No waiver of any provision of this Agreement shall be binding upon a party unless such waiver is expressly set forth in a written instrument that is executed and delivered by such party. Such waiver shall be effective only to the extent specifically set forth in such written instrument. Neither the exercise (from time to time and at any time) by a party of, nor the delay or failure (at any time or for any period of time) to exercise, any right, power or remedy shall constitute a waiver of the right to exercise, or impair, limit or restrict the exercise of, such right, power or remedy or any other right, power or remedy at any time and from time to time thereafter. No waiver

of any right, power or remedy of a party shall be deemed to be a waiver of any other right, power or remedy of such party or shall, except to the extent so waived, impair, limit or restrict the exercise of such right, power or remedy.

13. Headings; Counterparts. The headings set forth in this Agreement have been inserted for convenience of reference only, shall not be considered a part of this Agreement and shall not limit, modify or affect in any way the meaning or interpretation of this Agreement. This Agreement, and any agreement delivered pursuant hereto, may be signed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

14. Severability. If any provision of this Agreement shall be held to be invalid, unenforceable or illegal, in whole or in part, in any jurisdiction under any circumstances for any reason, (a) such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, enforceable and legal while preserving the intent of the parties as expressed in, and the benefits to the parties provided by, this Agreement or (b) if such provision cannot be so reformed, such provision shall be severed from this Agreement and an equitable adjustment shall be made to this Agreement (including, without limitation, addition of necessary further provisions to this Agreement) so as to give effect to the intent as so expressed and the benefits so provided. Such holding shall not affect or impair the validity, enforceability or legality of such provision in any other jurisdiction or under any other circumstances. Neither such holding nor such reformation or severance shall affect or impair the legality, validity or enforceability of any other provision of this Agreement.

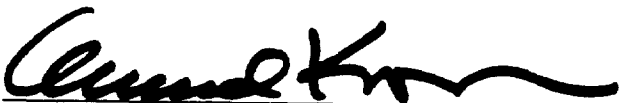
15. Rights and Remedies. All rights, powers and remedies afforded to a party under this Agreement, by law or otherwise, shall be cumulative (and not alternative) and shall not preclude the assertion, or the seeking by a party of any other rights or remedies.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

ASSIGNORS:

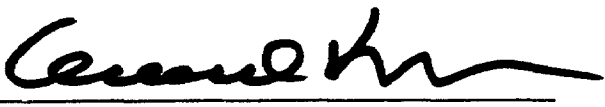
BIRMINGHAM DAY SPA, LLC,
a Pennsylvania limited liability company

By: 
Name: Gerald Katzoff
Title: Manager


57th STREET DAY SPA, LLC,
a New York limited liability company

By: 
Name: Gerald Katzoff
Title: Manager

GH DAY SPAS, INC.,
a Pennsylvania corporation


By: 
Name: Gerald Katzoff
Title: President

THE GREENHOUSE SPA, INC.,
a Pennsylvania corporation

By: 
Name: Gerald Katzoff
Title: President

SHAREHOLDERS:


TGH, LLC,
a Pennsylvania limited liability company

By: 
Name: Gerald Katzoff
Title: Manager


GERALD KATZOFF, individually

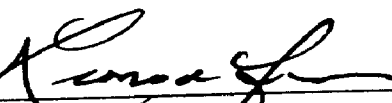
LYDIA KATZOFF, individually

THE STUART KATZOFF TRUST,
u/d/t dated October 9, 1990

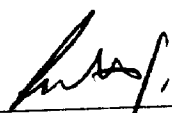
By: 
Name: Gerald Katzoff
Title: Trustee

ASSIGNEES:

GREENHOUSE DAY SPA GROUP, INC.,
a Florida corporation


By: 
Name: Leonard Fluxman
Title: President / Chief Executive Officer

STEINER MARKS LIMITED,
a Bahamas International Business Company

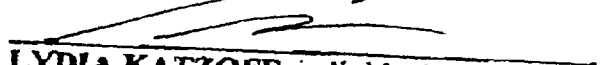
By: 
Name: Carl St. Philip
Title: Vice President / Chief Financial Officer

SHAREHOLDERS:

TGH, LLC,
a Pennsylvania limited liability company

By: 
Name: _____
Title: _____


GERALD KATZOFF, individually


LYDIA KATZOFF, individually

THE STUART KATZOFF TRUST,
u/d/t dated October 9, 1990

By: 
Name: **Gerald Katzoff**
Title: **Trustee**

ASSIGNEES:

GREENHOUSE DAY SPA GROUP, INC.,
a Florida corporation

By: _____
Name: **Leonard Fluxman**
Title: _____

STEINER MARKS LIMITED,
a Bahamas International Business Company

By: _____
Name: _____
Title: _____

EXHIBIT A**PROPRIETARY RIGHTS****I. Trademarks/Service Marks**

Trademark Owner	Trademark	Serial No./ Registration No.	Application/ Registration Date	Country Where Filed/ Registered	Intl. Trademark Class and Goods or Services
The Greenhouse Spa, Inc.	THE GREENHOUSE	Registration No. 938,313	Registration Date July 18, 1972	United States	Intl. Class 42; Health and beauty resort services.
The Greenhouse Spa, Inc.	THE GREENHOUSE	Registration No. 2,136,821	Registration Date February 17, 1998	United States	Intl. Class 3; Cosmetics and skin care products.
The Greenhouse Spa, Inc.	THE GREENHOUSE	Serial No. 75/728716	Application Date June 15, 1999	United States	Intl. Class 30; Salad dressing.
The Greenhouse Spa, Inc.	THE GREENHOUSE SPA	Serial No. 75/855909	Application Date November 22, 1999	United States	Intl. Class 29; Salad dressing.
The Greenhouse Spa, Inc.	SPA-JAMAS	Serial No. 75/920687	Application Date September 19, 2000	United States	Intl. Class 25; Pajamas.
The Greenhouse Spa, Inc.	THE GREENHOUSE	Registration No. 553413	Registered as of July 25, 1997	Mexico	Intl. Class 42; Personal care and beauty treatments.
The Greenhouse Spa, Inc.	THE GREENHOUSE	Registration No. 631475	Registered as of October 29, 1999	Mexico	Intl. Class 3 cosmetics and skin care products.
The Greenhouse Spa, Inc.	THE GREENHOUSE	Application No. 0848776	Application Date June 23, 1997	Canada	Cosmetics and skin care products; Health and beauty resort services.

II. Other Proprietary Rights

The Greenhouse Spa, Inc. owns the exclusive rights to the telephone number 1-800-473-3646 used to place orders for gift certificates.

The Greenhouse Spa, Inc., in the capacity of licensor, has entered into a License Agreement, dated June 28, 1999, with GH Day Spas, Inc., as licensee, for the use of the "Greenhouse" mark and related logos and derivations in connection with luxury spas, spa products and similar or related facilities.

The Greenhouse Spa, Inc., in the capacity of licensor, has entered into a License Agreement, dated November 8, 2000, with GH Day Spas, Inc., 57th Street Day Spa, LLC and Birmingham Day Spa, LLC, as licensees, for the use of the "Greenhouse" mark and other marks set forth on Exhibit A thereto in connection with luxury spas, spa products and similar or related facilities.

GH Day Spas, Inc., in the capacity of licensee, has entered into a Softlight License Agreement, dated June 1999, with ThermoLase Corporation regarding use of the service mark SOFTLIGHT.

The domain name THEGREENHOUSESPA.COM is owned by Monsoon Microstudios. It is to be transferred to Assignee on the Closing Date.

The domain name GREENHOUSESPA.COM is owned by The Greenhouse Group/Gerald Katzoff. It must be transferred to Assignee at closing.