



To the Honorable Commissioner of Patents and Trademarks

102026730

Documents or copy thereof.

1. Name of conveying party(ies):

3.4.02

THE MESSAGE THERAPY CENTER, INC.
2130 Sawtelle Blvd., Suite 207
Los Angeles, CA 90025

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- California Corporation
- Other A corporation of California

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

3. Nature of conveyance:

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

Execution Date: February 26, 2002

2. Name and address of receiving party(ies):

Name: EUPHORIA SPAS, LLC

Street Address: 5959 Topanga Canyon Blvd.,
Suite 205

City: Woodland Hills State: CA Zip: 91367
Country: U.S.A.

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- California Corporation
- Other



03-04-2002

U.S. Patent & TMO/TM Mail Rpt Dt. #11

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

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

4. Application number(s) or registration number(s): Reg. No.:, Reg. Date:

A. Trademark Application No.(s)

B. Trademark registration No.(s)

2,187,510

Additional numbers attached? Yes No

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

Name: KLEINBERG & LERNER, LLP

Internal Address:

Street Address: 2049 Century Park East, #1080

City: Los Angeles State: California Zip: 90067

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41):.....\$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Charge any excess or credit any refund to deposit account number:

01-2224

(Attach duplicate copy of this page if paying by deposit account)

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.

03/20/2002 GTOM11 00000195 2187510

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Marshall A. Lerner, Esq.

2-27-2002
Date

Total number of pages comprising cover sheet:
OMB No. 0651-0011 (exp. 4/94)

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ASSIGNMENT OF TRADEMARK and SERVICE MARK RIGHTS

WHEREAS, THE MASSAGE THERAPY CENTER, INC., a California corporation, hereinafter referred to as ASSIGNOR, has adopted, used, and is using the mark SPA EUPHORIA which is registered in the United States Patent and Trademark Office, Registration No. 2,187,510 dated September 8, 1998, hereinafter referred to as the Mark; and

WHEREAS, EUPHORIA SPAS, LLC, a California LLC, located at 5959 Topanga Canyon Boulevard, #205, Woodland Hills, California 91367, hereinafter referred to as ASSIGNEE, is desirous of acquiring all right, title and interest in and to the Mark.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby assigns to ASSIGNEE all worldwide right, title and interest in and to said Mark, together with the goodwill of the business symbolized by said Mark and the registrations and applications thereof.

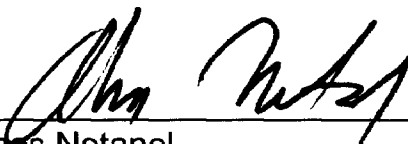
ASSIGNOR hereby further assigns to ASSIGNEE (a) all damages and other proceeds hereafter recovered or received in any infringement suit, settlement or other proceeding related to the Mark, (b) the right to sue for past, present and future infringements of the Mark, and (c) all other rights corresponding to the Mark and any existing or future applications and registrations related to the Mark throughout the world.

ASSIGNOR further warrants that upon request of ASSIGNEE, it shall execute all documents, instruments and papers, make all rightful oaths, testify on behalf of ASSIGNEE and do all other lawful acts necessary to carry out the intent of this Assignment or to more fully evidence ASSIGNEE'S rights in the Mark as well as to provide such other material, information and assistance as ASSIGNEE may consider necessary to carry out the intent of this Assignment.

The assignment is binding upon the parties, their successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on _____

2/26, 2002.



Ahmos Netanel
President, The Massage Therapy Center, Inc.