

01-09-2003



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102332226

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Serenity Day Spa, Inc.

1.6.03

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: September 18, 2002

2. Name and address of receiving party(ies)

Name: Spa Capital, LLC

Internal

Address:

Street Address: 195 Church Street, 15th Floor

City: New Haven State: CT Zip: 06510

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company

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):

A. Trademark Application No.(s) 75881509

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Kathryn E. Noll

Internal Address:

Street Address: Kirkpatrick & Lockhart LLP

75 State Street

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-1721

DO NOT USE THIS SPACE

9. Signature.

Kathryn E. Noll

Name of Person Signing

Kathryn E Noll Signature

December 31, 2002 Date

Total number of pages including cover sheet, attachments, and document: 5

01/08/2003 DBYRNE 00000113 75881509 40.00 DP 01 FC:8521

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 2644 FRAME: 0482

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is made as of the Closing Date, by and among Spa Capital, LLC, a limited liability company organized under the laws of Delaware (the "Buyer") and Serenity Day Spa, Inc., a corporation organized under the laws of the State of New Jersey (the "Company"). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, the Buyer and the Company are parties to a certain Asset Purchase and Sale Agreement dated as of September 18, 2002 (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, the Company agrees to assign the Marks (as defined below) to the Buyer; and

WHEREAS, the Buyer desires to use, own and hold the Marks.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties, the parties agree as follows:

1. **Grant of Assignment.** The Company hereby sells, assigns, transfers, and sets over to the Buyer any and all right, title, and interest in and to the trademark "Serenity Day Spa", and to any similar marks to which the Company may have rights, throughout the world in perpetuity, including the goodwill associated with such marks and including, without limitation, (a) any and all registrations or applications for registration, and any related domain name registrations held by the Company, in the U.S. or foreign countries, including without limitation "Serenitydayspanj.com" and (b) any and all common law right, title and interest in and to the Mark and any similar mark (collectively the "Marks").

2. **Additional Duties of the Company.**

(a) The Company shall execute and deliver to the Buyer any and all additional papers and generally do all other lawful acts deemed reasonably necessary by the Buyer to carry out the terms of this Assignment, including, without limitation, (i) providing to the Buyer all files relating to the Marks and (ii) executing any document required to effectuate the assignment of any domain names.

(b) The Company shall refrain from using any Mark or similar marks to identify products or services or use any Marks as Internet domain names or in any other way that is likely to dilute any Marks, or that may injure the Buyer's business reputation, or to cause confusion, mistake, or deception regarding control of the Marks.

(c) The Company shall refrain from registering and/or attempting to register as a domain name any name containing any Mark or a name similar to any Mark.

(d) The Company represents and warrants that as of the Closing Date, it has not registered or applied to register any other trademark that includes "Serenity" or any mark similar to that Mark.

3. **Specific Performance.** The Company acknowledges that the Buyer would be damaged irreparably in the event any of the provisions of this Assignment are breached. Accordingly, the

Buyer shall be entitled to injunctive relief, in addition to any other remedy to which it may be entitled, at law or in equity.

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to its provisions on conflicts of laws.

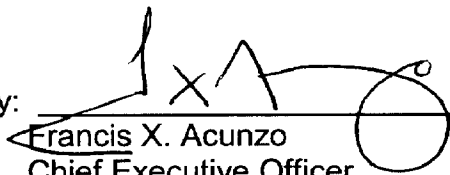
5. **Assignment.** This Assignment may not be assigned by the Company. Subject to the foregoing, this Assignment shall be binding upon and inure to the benefit of the successors and assigns of any party hereto.

6. **Waivers; Assents.** No course of dealing or conduct and no delay on the part of the Buyer in exercising any right hereunder shall operate as a waiver and no consent or waiver in any instance shall operate as a waiver in any other instance. All rights and remedies of the Buyer, whether evidenced hereby or by any other instrument or paper, shall be cumulative and may be exercised separately or concurrently.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be effective as of the Closing Date.

SPA CAPITAL, LLC

By: 
Francis X. Acunzo
Chief Executive Officer

SERENITY DAY SPA, INC.

By: _____
Denise Marchisotto
President

CORPORATE ACKNOWLEDGMENT

State/Commonwealth of _____ }
County of _____ } SS.

On this ____ day of _____, 2002, the undersigned officer, Denise Marchisotto, known personally to me to be the President of Serenity Day Spa, Inc., personally appeared before me, and acknowledged that she, as an officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as an officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public/Commissioner of Oaths
My Commission Expires _____

(SEAL)