

4.2205

04-26-2005

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0851-0027 (exp. 6/05)



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

102988457  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

STB Massage Spa, Inc.

- Individual(s)
- General Partnership
- Corporation- State: New Jersey
- Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Hand and Stone Franchise Corp.

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 1796 Hinds Road

City: Toms River

State: New Jersey

Country: USA Zip: 08753

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship New Jersey
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) April 6, 2005

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

76/595,069

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Eric H. Melzer, Esq.

Internal Address: c/o Greenbaum, Rowe, Smith & Davis LLP

Street Address: 99 Wood Avenue South

City: Iselin

State: NJ Zip: 08830

Phone Number: 732-549-5600

Fax Number: 732-549-1881

Email Address: emelzer@greenbaumlaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

*Eric Melzer*  
Signature

4/6/05  
Date

Eric H. Melzer, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:  3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

04/25/2005 6TQM11 00000081 76595069  
FC:8521 40.00 DP

TRADEMARK  
REEL: 003151 FRAME: 0749

# ASSIGNMENT AND ASSUMPTION OF TRADEMARK AGREEMENT

WHEREAS, STB MASSAGE SPA, INC., a New Jersey corporation having its principal place of business at 724 Ryan Run, Toms River, New Jersey 08753 (the "Assignor"), has used and is the owner of the trademark HAND AND STONE(sm), United States Serial Number 76/595,069, Filing Date: June 2, 2004 (collectively, the "Trademark"); and

WHEREAS, HAND AND STONE FRANCHISE CORP. a New Jersey corporation having its principal place of business at 1796 Hinds Road, Toms River, New Jersey 08753 (the "Assignee"), is desirous of acquiring any and all rights that the Assignor may have in and to the Trademark and the application and registration therefor, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign unto the Assignee all right, title and interest in and to the Trademark, and the registration and the application therefor for the United States and throughout the world, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with all rights of action, powers and benefits accruing to the Trademark, including without limitation, the right to recover for damages and profits for past infringements thereof.

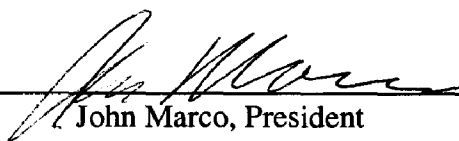
The Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all the Assignor's rights, title and interest in and to the Trademark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of the Assignor.

IN WITNESS WHEREOF, this Assignment is executed, delivered and made effective as of the 6th day of April, 2005

ASSIGNOR:

STB MASSAGE SPA, INC.

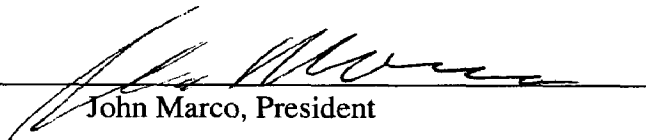
By: \_\_\_\_\_

  
John Marco, President

ASSIGNEE:

HAND AND STONE FRANCHISE CORP.

By: \_\_\_\_\_

  
John Marco, President

**ASSIGNMENT AND ASSUMPTION OF TRADEMARK AGREEMENT**

WHEREAS, STB MASSAGE SPA, INC., a New Jersey corporation having its principal place of business at 724 Ryan Run, Toms River, New Jersey 08753 (the "Assignor"), has used and is the owner of the trademark HAND AND STONE(sm), United States Serial Number 76/595,069, Filing Date: June 2, 2004 (collectively, the "Trademark"); and

WHEREAS, HAND AND STONE FRANCHISE CORP. a New Jersey corporation having its principal place of business at 1796 Hinds Road, Toms River, New Jersey 08753 (the "Assignee"), is desirous of acquiring any and all rights that the Assignor may have in and to the Trademark and the application and registration therefor, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign unto the Assignee all right, title and interest in and to the Trademark, and the registration and the application therefor for the United States and throughout the world, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with all rights of action, powers and benefits accruing to the Trademark, including without limitation, the right to recover for damages and profits for past infringements thereof.

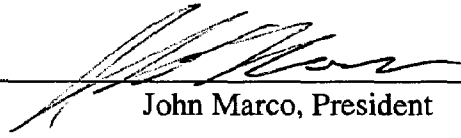
The Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all the Assignor's rights, title and interest in and to the Trademark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of the Assignor.

IN WITNESS WHEREOF, this Assignment is executed, delivered and made effective as of the 6th day of April, 2005

ASSIGNOR:

STB MASSAGE SPA, INC.

By: \_\_\_\_\_

  
John Marco, President

ASSIGNEE:

HAND AND STONE FRANCHISE CORP.

By: \_\_\_\_\_

  
John Marco, President