

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the the entity of the conveying party, Elements Therapeutic Massage, Inc. which is a Delaware Corporation previously recorded on Reel 003398 Frame 0555. Assignor(s) hereby confirms the assignment of Serial No. 78893724 by Security Interest.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Elements Therapeutic Massage, Inc.		09/26/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BlackRock Kelso Capital Corporation
<b>Street Address:</b>	40 East 52nd Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	78893724	ELEMENTS THERAPEUTIC MASSAGE

**CORRESPONDENCE DATA**

Fax Number: (212)355-3333  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-813-8800  
 Email: dbreitman@goodwinprocter.com  
 Correspondent Name: Dana Breitman  
 Address Line 1: 599 Lexington Avenue  
 Address Line 4: New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	121155.166496
<b>NAME OF SUBMITTER:</b>	Dana Breitman

CH \$40.00 78893724

Signature:	/danabreitman/
Date:	09/29/2006
<b>Total Attachments: 7</b> source=Assignment Cover Sheet#page1.tif source=Assignment Cover Sheet#page2.tif source=Security Agreement#page1.tif source=Security Agreement#page2.tif source=Security Agreement#page3.tif source=Security Agreement#page4.tif source=Security Agreement#page5.tif	

<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Elements Therapeutic Massage, Inc.		09/26/2006	CORPORATION: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BlackRock Kelso Capital Corporation		
<b>Street Address:</b>	40 East 52nd Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78893724	ELEMENTS THERAPEUTIC MASSAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)355-3333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-813-8800		
<b>Email:</b>	dbreitman@goodwinprocter.com		

**Correspondent Name:** Dana Breitman  
**Address Line 1:** 599 Lexington Avenue  
**Address Line 2:** Goodwin Procter LLP  
**Address Line 4:** NEW YORK, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	121155.166496
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<b>NAME OF SUBMITTER:</b>	Dana Breitman
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<b>Signature:</b>	/danabreitman/
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<b>Date:</b>	09/27/2006
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**Total Attachments: 5**  
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source=FFL Supp Security Agmt#page4.tif  
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**RECEIPT INFORMATION**

**ETAS ID:** TM65919  
**Receipt Date:** 09/27/2006  
**Fee Amount:** \$40

## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated September 26, 2006 is made by the person listed on the signature page hereof (the "*Grantor*") in favor of BLACKROCK KELSO CAPITAL CORPORATION, a Delaware corporation (the "*Agent*").

WHEREAS, the Grantor has entered into a Term Loan Agreement dated as of July 14, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Term Loan Agreement*"), with the Agent. Terms defined in the Term Loan Agreement and not otherwise defined herein are used herein as defined in the Term Loan Agreement.

WHEREAS, as a condition precedent to the making of the Loan under the Term Loan Agreement, the Grantor has executed and delivered that certain Security and Pledge Agreement made by the Grantor and the other debtors parties thereto to the Agent dated as of July 14, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"). To create a short form version of the Security Agreement covering certain intellectual property of the Grantor and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental authorities, the Grantor has executed and delivered that certain Intellectual Property Security Agreement made by the Grantor to the Agent dated July 14, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to the Agent and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Confirmation of Grant of Security. The Grantor hereby acknowledges and confirms the grant of a security interest to the Agent under the Security Agreement and the IP Security Agreement in and to all of the Grantor's right, title and interest in and to the following (the "*Additional Collateral*"):

- (i) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto, together with all reissues, continuations, extensions, modifications and renewals of the foregoing, along with all goodwill of the business connected with the use of and symbolized by the foregoing (the "*Trademarks*");

(ii) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iii) any and all proceeds of the foregoing.

SECTION 2. Supplement to Security Agreement and IP Security Agreement. Schedule IV to the Security Agreement and Schedule B to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

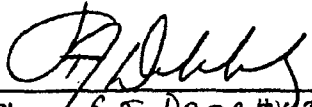
SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the New Grantor and Agent have duly executed this Supplement to the IP Security Agreement as of the day and year first above written.

**NEW GRANTOR:**

**ELEMENTS THERAPEUTIC MASSAGE,  
INC.**

By:   
Name: R. S. Draether  
Title: Secretary

**AGENT:**

**BLACKROCK KELSO CAPITAL  
CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the New Grantor and Agent have duly executed this Supplement to the IP Security Agreement as of the day and year first above written.

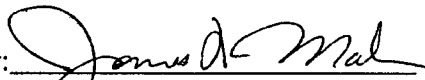
**NEW GRANTOR:**

**ELEMENTS THERAPEUTIC MASSAGE,  
INC.**

By: \_\_\_\_\_  
Name:  
Title:

**AGENT:**

**BLACKROCK KELSO CAPITAL  
CORPORATION**

By:   
Name: James R. Maher  
Title: Chief Executive Officer



**SCHEDULE A**

**TRADEMARKS**

Elements Therapeutic  
Massage (with image)

USA

Application No.  
78/893,724

Filed: 5-26-2006

Assignment recorded 9-25-2006 at reel/frame  
3396/0779

LIBNY/4544758.2

**RECORDED: 09/29/2006**

**TRADEMARK  
REEL: 003399 FRAME: 0960**