

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Orix Capital Markets, LLC		08/20/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Patriot Capital Funding, Inc.		
<b>Street Address:</b>	274 Riverside Avenue		
<b>Internal Address:</b>	First Floor		
<b>City:</b>	Westport		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06880		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1707975	L.A. SPAS	
Registration Number:	2220236	ADVANCED SPAS	
Registration Number:	2390748	GAZEBO ORIGINALS	
Registration Number:	3025200	AQUA KLEAN FILTRATION SYSTEM	
Registration Number:	2543101	HARMONY SERIES BY L.A. SPAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)863-7487		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3128637187		
<b>Email:</b>	leah.christensen@goldbergekohn.com		
<b>Correspondent Name:</b>	Leah Christensen		
<b>Address Line 1:</b>	55 East Monroe Street		
<b>Address Line 2:</b>	Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		

OP \$140.00 1707975

ATTORNEY DOCKET NUMBER:	5654.002
NAME OF SUBMITTER:	Leah Christensen
Signature:	/leah christensen/
Date:	09/03/2008
Total Attachments: 4 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif	

## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this "**Assignment**") is made as of this 20th day of August, 2008 between ORIX CAPITAL MARKETS, LLC, a Delaware limited liability company (the "**Assignor**"), and PATRIOT CAPITAL FUNDING, INC., a Delaware corporation (the "**Assignee**").

### WITNESSETH

WHEREAS, that certain Credit Agreement (as amended, supplemented, or modified from time to time, the "**Credit Agreement**"), dated as of October 28, 2004, was entered into by and among L.A. Spas, Inc., a California corporation formerly known as Spa Acquisition Corp. (the "**Borrower**"), the lenders from time to time party thereto, and Assignor, as agent for such lenders;

WHEREAS, in connection with the Credit Agreement, Borrower executed a Security Agreement, dated as of October 28, 2004, in favor of Assignor (as amended, supplemented, or modified from time to time, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, Borrower granted Assignor a security interest in all of Borrower's personal property and other assets, including, without limitation, its trademarks and trademark applications;

WHEREAS, in connection with the Security Agreement, Borrower and Assignor entered into that certain Trademark Security Agreement, dated as of October 28, 2004, which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 3081, Frame 0207 (hereinafter referred to as the "**Mortgage**");

WHEREAS, Assignor, Assignee and Borrower are parties to that certain Replacement of Agent and Fifth Amendment to Credit Agreement dated as of July 29, 2008 (the "**Fifth Amendment**") pursuant to which, among other actions, Assignee replaced Assignor as Agent under the Credit Agreement; and

WHEREAS, as further documentation of the replacement of Assignor by Assignee as Agent under the Credit Agreement, the parties now wish to execute and deliver this Assignment;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts and undertakes from Assignor all of Assignor's right, title and interest in, to and under the Mortgage, including without limitation the trademarks identified on Schedule I attached hereto, on and subject to the terms of the Fifth Amendment.


2. This Assignment is delivered pursuant to Section 14 (Further Assurances) of the Fifth Amendment, and is intended to further document the original

assignment to Assignee by Assignor of its right, title and interests in and to the Mortgage effected July 29, 2008 pursuant to the Fifth Amendment.

3. This Assignment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

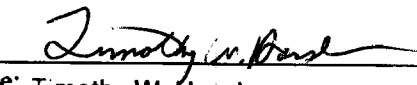
**ASSIGNOR:**


ORIX CAPITAL MARKETS, LLC, as Agent

By:   
Name: Christopher L. Smith  
Its: Authorized Representative

**ASSIGNEE:**

PATRIOT CAPITAL FUNDING, INC., as Agent

By:   
Name: Timothy W. Hassler  
Its: Chief Investment Officer

By:   
Name: Clifford L. Wells  
Its: Chief Compliance Officer

ACKNOWLEDGED AND AGREED  
this \_\_\_\_\_ day of August, 2008

**BORROWER:**

L.A. SPAS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

assignment to Assignee by Assignor of its right, title and interests in and to the Mortgage effected July 29, 2008 pursuant to the Fifth Amendment.

3. This Assignment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

**ASSIGNOR:**

ORIX CAPITAL MARKETS, LLC, as Agent

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ASSIGNEE:**

PATRIOT CAPITAL FUNDING, INC., as Agent

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ACKNOWLEDGED AND AGREED

this 28<sup>th</sup> day of August, 2008

**BORROWER:**

L.A. SPAS, INC.

By: [Signature]  
Name: Bradley Kenney  
Its: President - C.O.O.

**SCHEDULE I**

<b>Mark</b>	<b>Registration / Application Number</b>	<b>Reg./Filing Date</b>
L.A. SPAS	1707975	08/18/92
ADVANCED SPAS	2220236	01/26/99
GAZEBO ORIGINALS	2390748	10/03/00
AQUA KLEAN FILTRATION SYSTEM	3025200	12/13/05
HARMONY SERIES BY L.A. SPAS	2543101	02/26/02