

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Message Envy Holding Corporation Ltd.		12/22/2009	CORPORATION: BERMUDA

RECEIVING PARTY DATA

Name:	Message Envy Franchising, LLC
Street Address:	14350 North 87th Street
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85260
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2852856	MESSAGE ENVY
Registration Number:	2870999	
Registration Number:	2994755	MESSAGE ENVY
Registration Number:	3477700	MESSAGE ENVY FACE & BODY
Registration Number:	3477662	MESSAGE ENVY PROFESSIONAL. CONVENIENT. AFFORDABLE.
Registration Number:	2965278	THE FEELING EVERY BODY WANTS
Registration Number:	3241816	LEADING THE REVOLUTION IN RELAXATION
Registration Number:	3642686	MESSAGE ENVY SPA
Registration Number:	3630863	MESSAGE ENVY SPA

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2124464800

CH \$240.00 2852856

900150711

**TRADEMARK
 REEL: 004120 FRAME: 0401**

Email: hsmith@kirkland.com
Correspondent Name: Hayley Smith, Senior Legal Assistant
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	ME TM ASSIGN 2 (HS)
NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	12/24/2009

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“*Assignment*”) is entered into as of December 22, 2009, by **Massage Envy Holding Corporation Ltd.**, a Bermuda exempt corporation (“*Assignor*”) in favor of **Massage Envy Franchising, LLC**, a Delaware limited liability company (“*Assignee*”).

WHEREAS, Assignor owns all right, title and interest in and to the trademark registrations and applications for registration identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (collectively, the “*Marks*”);

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement dated December 22, 2009 (the “*Purchase Agreement*”) pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, the Marks;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States, any foreign country, or any multinational registration bodies, now or hereafter arising or in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) to effectuate the purposes of this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.
5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.

* * * * *

[END OF PAGE]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

MESSAGE ENVY HOLDING
CORPORATION LTD.

By: 

Name: DEEPAK JAIN

Title: DIRECTOR

Schedule A
to Trademark Assignment

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS	
TRADEMARK	REGISTRATION NUMBER
MASSAGE ENVY	2852856
	2870999
	2994755
	3477700
	3477662
THE FEELING EVERY BODY WANTS	2965278
LEADING THE REVOLUTION IN RELAXATION	3241816
	3642686
MASSAGE ENVY SPA	3630863
MASSAGE ENVY (Arizona trademark, stylized)	277273
MASSAGE ELEMENTS (Arizona trademark, stylized)	380596
MASSAGE ENVY (Arizona logo, stylized)	46619