

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EA ACQUISITION, INC.		01/06/2010	CORPORATION: ARIZONA
MT ACQUISITION, INC.		01/06/2010	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Dymas Funding Company, LLC, as Administrative Agent		
Street Address:	One North Franklin Street		
Internal Address:	Suite 3500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2741557	E	
Registration Number:	2747766	SPA 7/52 LIVE IT. ANY DAY. EVERYDAY.	
Registration Number:	3081114	SPA IN A BOX	
Registration Number:	2902026	SPA IN A BOX	
Registration Number:	2684119	E-SOLUTIONS	
Registration Number:	2981437	PRINT-A-GIFT	
Registration Number:	2981436	PRINT-A-GIFT	
Registration Number:	3085715	SPA 7 52	
Registration Number:	3011834	UNLOCK THE CURE	
Registration Number:	3011833	UNLOCK THE CURE	
Registration Number:	2882038	MARIO TRICOCI	
Registration Number:	2911345	MARIO TRICOCI HAIR SALONS AND DAY SPAS	

OP \$415.00 2741557

900151732

TRADEMARK
 REEL: 004128 FRAME: 0536

Registration Number:	2911575	MARIO TRICOCI HAIR SALONS AND DAY SPAS
Registration Number:	2882037	MARIO TRICOCI TOO
Registration Number:	2919223	M
Registration Number:	3498236	SPA AND SHARE

CORRESPONDENCE DATA

Fax Number: (312)863-7806

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5859.011
-------------------------	----------

NAME OF SUBMITTER:	Nancy Brougher
--------------------	----------------

Signature:	/njb/
------------	-------

Date:	01/11/2010
-------	------------

Total Attachments: 4

source=EA Trademark Agreement#page1.tif

source=EA Trademark Agreement#page2.tif

source=EA Trademark Agreement#page3.tif

source=EA Trademark Agreement#page4.tif

ASSIGNMENT FOR SECURITY - TRADEMARKS

Dated as of January 6, 2010

WHEREAS, EA Acquisition, Inc., an Arizona corporation, and MT Acquisition, Inc., an Arizona corporation (collectively, the "Assignors") have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignors have entered into a Security Agreement, dated as of the date hereof (the "Security Agreement"), in favor of Dymas Funding Company, LLC, in its capacity as Administrative Agent for certain lenders (the "Assignee"); pursuant to which the Assignors have assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignors in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors do hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grant to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignors do hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be
duly executed by its officer thereunto duly authorized as of the date first written above.

EA ACQUISITION, INC.

By: [Signature]
Name: _____
Title: _____

MT ACQUISITION, INC.

By: [Signature]
Name: _____
Title: _____

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

[See attached.]

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

Owner*	Trademark Description	Serial Number	Registration Number	Issue Date
EA Acquisition, Inc.	E and Design e	76-449800	2741557	7/29/2003
EA Acquisition, Inc.	Spa 7/52 Live It. Any Day. Every Day.	76-050686	2747766	8/5/2003
EA Acquisition, Inc.	Spa In A Box	76-449812	3081114	4/18/2006
EA Acquisition, Inc.	Spa In A Box (cosmetics & fragrances)	76-450062	2902026	11/09/2004
EA Acquisition, Inc.	E-Solutions	75-873593	2684119	2/4/2003
EA Acquisition, Inc.	Print-A-Gift (gift certificates)	76-479980	2981437	8/2/2005
EA Acquisition, Inc.	Print-A-Gift (retail on-line services)	76-479975	2981436	8/2/2005
EA Acquisition, Inc.	Spa 752	75-811652	3085715	4/25/2006
EA Acquisition, Inc.	Unlock The Cure	76-544793	3011834	11/1/2005
EA Acquisition, Inc.	Unlock The Cure	76-544790	3011833	11/01/2005
MT Acquisition, Inc.	Mario Tricoci	76-047453	2882038	9/07/2004
MT Acquisition, Inc.	Mario Tricoci Hair Salons and Day Spas	76-047644	2911345	12/14/2004
MT Acquisition, Inc.	Mario Tricoci Hair Salons and Day Spas	76-976645	2911575	12/14/2004
MT Acquisition, Inc.	Mario Tricoci Too	76-047452	2882037	9/07/2004
MT Acquisition, Inc.	MT (logo)	76-047451	2919223	1/18/2005
MT Acquisition, Inc.	Spa and Share	77-322722	3498236	9/09/2008

* PTO trademark assignments assigning trademarks to listed entities filed as of date of closing.