

**TRADEMARK ASSIGNMENT**

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>
Binn and Partners, LLC		11/04/2011	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	One Bryant Park		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85350374	XPRESSPA	
<b>Serial Number:</b>	85357911	XPRESSPA	
<b>Serial Number:</b>	85074000	XPRESSPA 24/7	
<b>Serial Number:</b>	85108982	XPRESSPA	
<b>Registration Number:</b>	4007509	XPRESSPA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)336-8001		
<b>Phone:</b>	212-336-8000		
<b>Email:</b>	ptodocket@arelaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Holly Pekowsky, Esq.		
<b>Address Line 1:</b>	90 Park Avenue		
<b>Address Line 2:</b>	AMSTER, ROTHSTEIN & EBENSTEIN LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10016		

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ATTORNEY DOCKET NUMBER:	9875/94
NAME OF SUBMITTER:	Holly Pekowsky
Signature:	/Holly Pekowsky/
Date:	11/11/2011
Total Attachments: 3 source=BofA Grant of Security Interest (Trademarks) - for filing with USPTO#page1.tif source=BofA Grant of Security Interest (Trademarks) - for filing with USPTO#page2.tif source=BofA Grant of Security Interest (Trademarks) - for filing with USPTO#page3.tif	

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, BINN AND PARTNERS, LLC, a New York limited liability company (the "Grantor"), is obligated to BANK OF AMERICA, N. A. (the "Secured Party") under the Credit Agreement, dated as of August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between the Grantor and the Secured Party, and pursuant to which the Grantor has entered into the Security Agreement, dated as of August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and between the Grantor, the affiliates of the Grantor from time to time party thereto and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the present and future right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill 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 (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: One Bryant Park, New York, New York 10036.


IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the 7th day of November 2011.

BINN AND PARTNERS, LLC

By:

Name

Title:

  
MORETON Binin  
Manager.

Schedule 1  
to  
Grant of Security Interest (Trademarks)  
by Binn and Partners, LLC  
Dated as of November 4, 2011

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
XPRESSPA Stylized	85/350,374	June 20, 2011		
XPRESSPA (Jet Design)	85/357,911	June 28, 2011		
XPRESSPA 24/7	85/074,000	June 29, 2011		
XPRESSPA Logo	85/108,982	August 17, 2010		
XPRESSPA Logo	85/110,119	August 18, 2010	4007509	August 2, 2011

