

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNY Alcentra Group Holdings, Inc.		05/20/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Alcentra Capital Corporation		
Street Address:	200 Park Avenue		
Internal Address:	7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	85861500	THE ELEMENTS WAY	
Serial Number:	85896305	MESSAGE MADNESS	
Serial Number:	78979793	ELEMENTS THERAPEUTIC MESSAGE	
Serial Number:	86082391	ELEMENTS MESSAGE	
Serial Number:	86082406		
Serial Number:	86082413	LET YOURSELF GO	
Serial Number:	78893724	ELEMENTS THERAPEUTIC MESSAGE	
Serial Number:	78406546	ELEMENTS SPA AND SHOP	
Serial Number:	77806394	ELEMENTS THERAPEUTIC MESSAGE	
Serial Number:	77793333		
Serial Number:	85896329	MUSCLE MADNESS	
Serial Number:	85428672	PACK	
Serial Number:	77816851	NUTRITION TOGETHER	
Serial Number:	77806416	FT FITNESS TOGETHER 1 CLIENT 1 TRAINER 1	
Serial Number:	77793274	FT FITNESS TOGETHER	
Serial Number:	75617063	1 CLIENT 1 TRAINER 1 GOAL	
Registration Number:	2373930	FITNESS TOGETHER	
Serial Number:	78814699	EGASSAM MESSAGE THERAPY "REVERSE YOUR ST	
TRADEMARK			

OP \$465.00 85861500

CORRESPONDENCE DATA**Fax Number:** 9198216800*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 919-821-6734**Email:** bfricks@smithlaw.com**Correspondent Name:** Blake Simpson Fricks**Address Line 1:** P.O. Box 2611**Address Line 4:** Raleigh, NORTH CAROLINA 27602

NAME OF SUBMITTER:	Blake Simpson Fricks
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SIGNATURE:	/Blake Simpson Fricks/
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DATE SIGNED:	05/29/2014
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Total Attachments: 5

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TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

This TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement"), dated as of May 20, 2014, is made by BNY Alcentra Group Holdings, Inc., a Delaware corporation ("Assignor"), in favor of Alcentra Capital Corporation, a Maryland corporation ("Assignee"), the purchaser of certain assets of Assignor pursuant to an Assignment and Assumption Agreement between Assignor and Assignee, dated as of May 8, 2014 (the "Assignment and Assumption Agreement").

WHEREAS, under the terms of the Assignment and Assumption Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain debt securities and related agreements of Assignor, including that certain Security Agreement dated as of October 23, 2013 by WellBiz Brands, Inc., Fitness Together Franchise Corporation, FTHC Operating Company, Elements Therapeutic Massage, Inc. and certain Affiliates thereof (collectively the "Grantor"), in favor of Assignee (as collateral agent) (the "Security Agreement"), pursuant to which Grantor granted to Assignor a security interest in the Trademarks (as hereafter defined);

WHEREAS, pursuant to the transfer effectuated under the Assignment and Assumption Agreement, Assignee holds a security interest in the Trademarks; and

WHEREAS, Assignor has agreed to execute and deliver this Agreement, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office to reflect Assignee as the holder of the security interest in the Trademarks.

NOW THEREFORE, the parties agree as follows:

1. Defined Terms. The term "Trademarks" shall mean collectively, all of the following of any Grantor: (a) all trademarks, rights in interests in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than Excluded Collateral as defined in the Security Agreement) anywhere in the world, (b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (d) the right to due for past, present and future infringements of any of the foregoing and all rights corresponding to any of the foregoing (including the goodwill) throughout the world.

2. Assignment. In furtherance of the transfer effectuated under the Assignment and Assumption Agreement, and in consideration of the execution of the Assignment and Assumption Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, effective as of May 8, 2014, all of Assignor's right, title and interest in and to the following (the "Assigned Security Interests in Trademarks"): Assignor's security interest in all of Grantor's right, title and interest in, to and under the Trademarks, including, but not limited to each Trademark listed on Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

3. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Agreement upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Security Interests in Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law of such state that would require the application of the law of another jurisdiction, other than Sections 5-1401 and 5-1402 of the New York Obligations Law.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first set forth above.

ASSIGNOR:

BNY ALCENTRA GROUP HOLDINGS, INC.

By: 

Name: Scott Gold

Title: Senior Vice President

ASSIGNEE:

ALCENTRA CAPITAL CORPORATION

By: 

Name: Paul J. Echausse

Title: Chief Executive Officer

SCHEDULE 1

Owner	Trademark	Serial No.	Reg. No.
ETMI	THE ELEMENTS WAY	85861500	
ETMI	THE ELEMENTS WAY (CANADA)	1646297	
ETMI	MASSAGE MADNESS	85896305	
ETMI	ELEMENTS THERAPEUTIC MASSAGE	78979793	3407418
ETMI	ELEMENTS MASSAGE & DESIGN	86082391	
ETMI	ELEMENTS MASSAGE & DESIGN (CANADA)	1646299	
ETMI	TEARDROPS DESIGN	86082406	
ETMI	TEARDROP DESIGN (CANADA)	1646300	
ETMI	LET YOURSELF GO	86082413	
ETMI	ELEMENTS THERAPEUTIC MASSAGE	78893724	
ETMI	ELEMENTS SPA AND SHOP	78406546	3144204
ETMI	ELEMENTS THERAPEUTIC MASSAGE	77806394	3761266
ETMI	ELEMENTS THERAPEUTIC MASSAGE	77793333	3760865

Owner	Trademark	Serial No.	Reg. No.
ETMI	ELEMENTS THERAPEUTIC MASSAGE & DESIGN (CANADA)	1548494	
FTFC	MUSCLE MADNESS	85896329	-
FTFC	PACK	85428672	4146178
FTFC	NUTRITION TOGETHER	77816851	3804781
FTFC	1 CLIENT 1 TRAINER 1 GOAL	77806416	3761267
FTFC	1 CLIENT 1 TRAINER 1 GOAL (CANADA)	1249369	TMA679759
FTFC	FITNESS TOGETHER	77793274	3760855
FTFC	1 CLIENT 1 TRAINER 1 GOAL	75617063	2478909
FTFC	FITNESS TOGETHER	75610224	2373930
FTFC	Egassam Massage Therapy: REVERSE YOUR STRESS	78814699	-
FTFC	FITNESS TOGETHER (BRAZIL)	901669830	901669830