

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Memorandum and Notice of Security Interest In Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CELL AGAIN FRANCHISING, LLC		09/26/2014	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Rd., Mail Code 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	National Documentation Services: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4256308	CELL AGAIN	
Registration Number:	2846866	CELL AGAIN	
CORRESPONDENCE DATA			
Fax Number:	9497200182		
<i>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.</i>			
Phone:	949-224-6263		
Email:	Trademark@Buchalter.com		
Correspondent Name:	Deena Hochmuth		
Address Line 1:	18400 Von Karman Ave., Suite 800		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	I0113-0154		
NAME OF SUBMITTER:	Deena Hochmuth		
SIGNATURE:	/Deena Hochmuth/		
DATE SIGNED:	10/13/2014		
Total Attachments: 3			
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**MEMORANDUM AND NOTICE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

September 26, 2014

CELL AGAIN FRANCHISING, LLC, a Utah limited liability company, whose address is 1507 LBJ Freeway, Suite 500, Farmers Branch, Texas 75234 (“Debtor”) hereby acknowledges that it has granted to COMERICA BANK., as Agent, whose address is 39200 Six Mile Road, MC 7578, Livonia, Michigan 48152 (the “Secured Party”), a security interest in and to all of the Debtor’s right, title and interest in and to: (a) the trademarks and trademark registrations and applications therefor which are identified on Exhibit A attached hereto and herein incorporated by this reference owned by Debtor (the “Trademarks”), together with any and all goodwill of the business, and any recovery from all actions for infringement concerning the foregoing.

The terms and conditions of the aforementioned security interest are contained in that certain Security Agreement dated as of September 26, 2014, as amended from time to time (the “Agreement”), among Debtor and Secured Party, among others, as security for the Obligations as set forth in the Agreement and other agreements referred to therein. Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Secured Party may have in any other collateral described in the Agreement or otherwise.

[Signature page to follow.]

IN WITNESS WHEREOF, the undersigned has duly executed this document as of the date first written above.

CELL AGAIN FRANCHISING, LLC,
a Utah limited liability company


By: 
Name: Brian Wing
Title: Senior Vice President

EXHIBIT A
TRADEMARKS

Trademark	Serial No. / Reg. No.	File Date / Reg. Date
CELL AGAIN	85457072 4256308	10/26/2011 12/11/2012
CELL AGAIN	78221254 2846866	3/4/2003 5/25/2004

Exhibit A

BN 17108866v1

RECORDED: 10/13/2014

TRADEMARK
REEL: 005379 FRAME: 0760