

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322009

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CONFIRMATORY ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT, EFFECTIVE 07/09/2009

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PROSPECT CAPITAL CORPORATION, AS SUCCESSOR BY MERGER TO PATRIOT CAPITAL FUNDING, INC.		10/29/2014	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	ASCOT INVESTMENTS, LLC
<b>Street Address:</b>	11111 Santa Monica Boulevard
<b>Internal Address:</b>	Suite 2200
<b>City:</b>	LOS ANGELES
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90025
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
<b>Registration Number:</b>	3025200	AQUA KLEAN FILTRATION SYSTEM
<b>Registration Number:</b>	1707975	L.A. SPAS
<b>Registration Number:</b>	3729227	ADVENTURES IN HYDROTHERAPY
<b>Registration Number:</b>	3717361	L.A. SPAS
<b>Registration Number:</b>	3713862	L.A. SPAS

## CORRESPONDENCE DATA

**Fax Number:** 6179518736  
*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:** 617-951-8000  
**Email:** EILEEN.SULLIVAN@BINGHAM.COM  
**Correspondent Name:** EILEEN SULLIVAN  
**Address Line 1:** BINGHAM MCCUTCHEN LLP  
**Address Line 2:** 1 FEDERAL STREET  
**Address Line 4:** BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 6685843

TRADEMARK

<b>NAME OF SUBMITTER:</b>	EILEEN SULLIVAN
<b>SIGNATURE:</b>	/EILEEN SULLIVAN/
<b>DATE SIGNED:</b>	11/03/2014
<b>Total Attachments: 6</b> source=Assignment of Trademark Security Agreement#page1.tif source=Assignment of Trademark Security Agreement#page2.tif source=Assignment of Trademark Security Agreement#page3.tif source=Assignment of Trademark Security Agreement#page4.tif source=Assignment of Trademark Security Agreement#page5.tif source=Assignment of Trademark Security Agreement#page6.tif	

**CONFIRMATORY ASSIGNMENT  
OF  
TRADEMARK SECURITY AGREEMENT**

This CONFIRMATORY ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this “**Confirmatory Assignment**”), is executed as of October 29, 2014 and effective as of July 9, 2009 (the “**Effective Date**”), between PROSPECT CAPITAL CORPORATION, a Delaware corporation (“**Assignor**”), as successor by merger to PATRIOT CAPITAL FUNDING, INC., a Delaware corporation (“**Patriot**”), and ASCOT INVESTMENTS, LLC, a California corporation (the “**Assignee**”).

**WITNESSETH**

WHEREAS, reference is made to that certain Credit Agreement (as amended, supplemented, or modified from time to time, the “**Credit Agreement**”), dated as of October 28, 2004, by and between L.A. Spas, Inc., a California corporation formerly known as Spa Acquisition Corp. (the “**Borrower**”), and Patriot as agent;

WHEREAS, reference is made to that certain Senior Subordinated Note and Warrant Purchase Agreement (as amended, supplemented, or modified from time to time, the “**Senior Note**”), dated as of October 28, 2004, by and among Borrower, and Patriot, as agent;

WHEREAS, in connection with the Credit Agreement and the Senior Note Borrower executed a Security Agreement, dated as of October 28, 2004, in favor of Patriot (as amended, supplemented, or modified from time to time, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Borrower granted Patriot a security interest in all of Borrower’s personal property and other assets, including, without limitation, its trademarks and trademark applications;

WHEREAS, Borrower and Patriot entered into a Trademark Security Agreement, dated as of September 3, 2008, concerning the Senior Note (the “**Senior Note Trademark Security Agreement**”), which was recorded in the records of the United States Patent and Trademark Office (the “**USPTO**”) at Trademark Reel 3851, Frame 0668;

WHEREAS, Borrower and Patriot entered into Amendment No. 1 to Trademark Security Agreement, dated as of September 3, 2008, concerning the Credit Agreement (the “**Credit Trademark Security Agreement**”), which was recorded in the records of the USPTO at Trademark Reel 3851, Frame 0284 (the Credit Trademark Security Agreement together with the Senior Note Trademark Security Agreement, hereinafter referred to as the “**Mortgage**”);

WHEREAS, Patriot, Assignee and Borrower are parties to that certain Replacement of Agent and Seventh Amendment to the Credit Agreement, dated as of July 9, 2009 (the “**Seventh Amendment to the Credit Agreement**”) pursuant to which, among other actions, Assignee replaced Patriot as agent under the Credit Agreement;

WHEREAS, Patriot, Assignee and Borrower are parties to that certain Replacement of Agent and Sixth Amendment to the Senior Note, dated as of July 9, 2009 (the “**Sixth Amendment to the Senior Note**”) pursuant to which, among other actions, Assignee replaced Assignor as agent under the Senior Note;

WHEREAS, Assignor acquired all assets of Patriot, including but not limited to its rights as agent under the Mortgage, via a merger of Patriot into Assignor via an Agreement and Plan of Merger dated August 3, 2009; and

WHEREAS, as further documentation of the replacement of Patriot by Assignee as agent under the Credit Agreement and the Senior Note, the parties now wish to execute and deliver this Confirmatory Assignment.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor (as successor by merger to Patriot) hereby confirms the transfers and assignments to Assignee, effective as of the Effective Date, and Assignee hereby confirms its acceptance and undertakings from Assignor (as successor by merger to Patriot), effective as of the Effective Date, of all Assignor’s right, title and interest in, to and under the Mortgage, including without limitation the trademarks identified on Schedule I attached hereto, on and subject to the terms of the Seventh Amendment to the Credit Agreement and the Sixth Amendment to the Senior Note.

2. This Confirmatory Assignment is delivered pursuant to Section 14 (Further Assurances) of each of the Seventh Amendment to the Credit Agreement and the Sixth Amendment to the Senior Note, and is intended to further document the original assignment to Assignee by Patriot of its right, title and interests in and to the Mortgage effected as of July 9, 2009 pursuant to the Seventh Amendment to the Credit Agreement and the Sixth Amendment to the Senior Note.

3. This Confirmatory Assignment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[signature pages follow]

ASSIGNOR:

PROSPECT CAPITAL CORPORATION, AS  
SUCCESSOR BY MERGER TO PATRIOT  
CAPITAL FUNDING, INC., as Agent

By: [Signature]  
Name: ERIC ELIASER  
Its: PRESIDENT AND COO

STATE OF NEW YORK

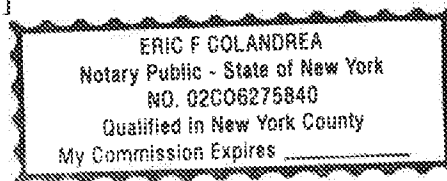
ss:

COUNTY OF NEW YORK

On the 28<sup>th</sup> day of October, in the year 2014 before  
me, the undersigned, a Notary Public in and for said state, personally appeared  
Eric Elischer, personally known to me or proved to me on the basis  
of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the  
person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]  
Notary Public  
My Commission Expires: 2/14/17

[signature pages follow]



**ASSIGNEE:**

ASCOT INVESTMENTS, LLC, as Agent

By: [Signature]  
Name: Brad W. de Koning  
Its: Manger

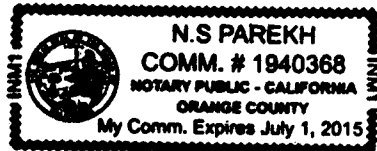
STATE OF CALIFORNIA  
COUNTY OF ORANGE

On OCTOBER 30, 2014 before me, N.S. PAREKH (NOTARY PUBLIC) personally appeared Brad W. deKoning who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



[signature page follows]

ACKNOWLEDGED AND AGREED  
this 30<sup>th</sup> day of October, 2014

**BORROWER:**

L.A. SPAS, INC.

By: [Signature]  
Name: Brad W. de Koning  
Its: President

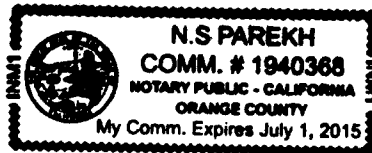
STATE OF CALIFORNIA  
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



**SCHEDULE I**  
**to**  
**CONFIRMATORY ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

U.S. Federal Trademark Registrations

<b>Mark</b>	<b>Serial Number</b>	<b>Status</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>First Use Date</b>	<b>Intent to Use</b>
AquaKlean Filtration System (Words & Design)	76-566461	Registered	3025200	12/13/05	10/24/03	No
L.A. Spas (Words & Design)	74-126495	Renewed	1707975	08/18/92	09/04/90	No
Adventures in Hydrotherapy	77-444477	Registered	3729227	12/22/09	03/31/08	
L.A. Spas	77-428937	Registered	3717361	12/01/09	11/01/04	
L.A. Spas	77-428940	Registered	3713862	11/24/09	1990	