

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ascot Investments, LLC		12/04/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	L.A. Spas, Inc.		
Street Address:	1311 N. Blue Gum Street		
City:	Anaheim		
State/Country:	CALIFORNIA		
Postal Code:	92806		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	76566461	AQUA KLEAN FILTRATION SYSTEM	
Serial Number:	77444477	ADVENTURES IN HYDROTHERAPY	
Serial Number:	77428937	L.A. SPAS	
Serial Number:	77428940	L.A. SPAS	
Serial Number:	74126495	L.A. SPAS	
CORRESPONDENCE DATA			
Fax Number:	6022406600		
<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:	602-240-3026		
Email:	trademarks@shermanhoward.com		
Correspondent Name:	Michelle Morris, Sherman & Howard L.L.C.		
Address Line 1:	201 East Washington Street		
Address Line 2:	Suite 800		
Address Line 4:	Phoenix, ARIZONA 85004-2327		
ATTORNEY DOCKET NUMBER:	061989.400		
NAME OF SUBMITTER:	Michelle M. Morris		
SIGNATURE:	/Michelle M. Morris/		
DATE SIGNED:	12/22/2014		

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Total Attachments: 4

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "**Termination**"), is dated as of December 4, 2014, and made by Ascot Investments, LLC, a California limited liability company, having an office at 11111 Santa Monica Boulevard, Suite 2200, Los Angeles, CA 90025 ("**Grantee**") to L.A. Spas, Inc., a California corporation formerly known as Spa Acquisition Corp. ("**Grantor**"), with an office at 1311 N. Blue Gum Street, Anaheim, California 92806.

WHEREAS, reference is made to that certain Credit Agreement by and between Grantor and Grantee, as agent, dated as of October 28, 2004 and as amended, supplemented, or modified from time to time (the "**Credit Agreement**");

WHEREAS, reference is made to that certain Senior Subordinated Note and Warrant Purchase Agreement by and between Grantor and Grantee, as agent, dated as of October 28, 2004 and as amended, supplemented, or modified from time to time (the "**Senior Note**");

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

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

WHEREAS, each of the Credit Agreement, the Senior Note and the Security Agreement was originally entered into between Grantor and Orix Capital Markets, LLC, who assigned such agreements to Patriot Capital Funding, Inc., a Delaware corporation ("**Patriot**"), who subsequently assigned such agreements to Grantee;

WHEREAS, Grantor 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, Grantor 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, Prospect Capital Corporation, a Delaware corporation ("**Prospect**"), acquired all assets of Patriot, including but not limited to its rights as agent under the Mortgage, via a merger of Patriot into Prospect via an Agreement and Plan of Merger Agreement dated August 3, 2009;

WHEREAS, Prospect and Grantee are parties to that certain Confirmatory Assignment of Trademark Security Agreement, effective as of July 9, 2009, executed on October 29, 2014 and recorded with the USPTO at Trademark Reel 5393, Frame 0060 on November 3, 2014, in which Prospect assigned all of its rights under the Mortgage to Grantee; and

WHEREAS, Grantee now desires to terminate and release the Mortgage.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

1. Definitions. The term "Trademarks," as used herein, shall mean all of Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.

2. Release of Security Interest. Grantee hereby terminates the Mortgage and terminates, releases and discharges its security interest in the Trademarks and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Trademarks.

[remainder of page intentionally blank]

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

ASCOT INVESTMENTS, LLC

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

On DECEMBER 2, 2014 before me, N.S. PAREKH (NOTARY PUBLIC), personally appeared Brad W. de Koning, 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)



Schedule A

U.S. Federal Trademark Registrations

Mark	Serial Number	Status	Reg. Number	Registration Date
AquaKlean Filtration System (Words & Design)	76-566461	Registered	3025200	12/13/05
L.A. Spas (Words & Design)	74-126495	Renewed	1707975	08/18/92
Adventures in Hydrotherapy	77-444477	Registered	3729227	12/22/09
L.A. Spas	77-428937	Registered	3717361	12/01/09
L.A. Spas	77-428940	Registered	3713862	11/24/09
Therm-Rite	77-612353	Registered	3845854	09/07/10