

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM339035

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF AMERICA, NATIONAL ASSOCIATION		04/22/2015	NATIONAL ASSOCIATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	XPRESSPA HOLDINGS, LLC		
<b>Street Address:</b>	3 EAST 54TH STREET, 9TH FL		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3403695	XPRESSPA	
Registration Number:	3324061	XPRESSPA	
Registration Number:	3192759	XPRESSPA	
Registration Number:	3318371	XPRESSPA	
Registration Number:	3332887	XPRESSPA	
Registration Number:	3261206	XPRESSPA	
Registration Number:	3310036	XPRESSPA	
Registration Number:	3376627	XPRESSPA	
Registration Number:	3206333	XPRESSPA	
Registration Number:	3043636	XPRESSPA @ THE AIRPORT	
Registration Number:	4411490	XPRESSPA	
Registration Number:	4151645	XPRESSPA	
Serial Number:	85074000	XPRESSPA 24/7	
Registration Number:	4181614	XPRESSPA	
Registration Number:	4007509	XPRESSPA	
Registration Number:	3904578	XPRESSMILE	
Registration Number:	3904577	XPRESSMILE	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$440.00 3403695

**Fax Number:**

*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:** 2126437000

**Email:** pto@sillscummis.com

**Correspondent Name:** Elyse A Marcus

**Address Line 1:** 101 Park Avenue, 28th Floor

**Address Line 4:** New York, NEW YORK 10178

<b>ATTORNEY DOCKET NUMBER:</b>	08170015.000002
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<b>NAME OF SUBMITTER:</b>	Elyse A Marcus
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<b>SIGNATURE:</b>	/Elyse A Marcus/
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<b>DATE SIGNED:</b>	04/22/2015
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**Total Attachments: 5**

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**TERMINATION AND RELEASE  
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Termination and Release"), dated as of April 22, 2015, is from BANK OF AMERICA, NATIONAL ASSOCIATION ("Bank of America"), to XPRESSPA HOLDINGS, LLC, a Delaware limited liability company ("Company").

WHEREAS, pursuant to the Credit Agreement dated as of August 15, 2008, the Security Agreement dated as of August 15, 2008, the Grant of Security Interest (Trademarks) dated as of August 15, 2008, and the Grant of Security Interest (Trademarks) dated as of November 4, 2011 (including, for each of the foregoing, all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreements") in favor of Bank of America, a security interest was granted by Binn and Partners, LLC, to Bank of America in the Trademarks (defined by the Trademark Security Agreements as all of the present and future right, title and interest of Binn & Partners, LLC in and to the trademarks listed on Schedule 1 hereof, which trademarks are registered in the United States Patent and Trademark office) and in the Collateral (defined by the Trademark Security Agreements as 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);

WHEREAS, the Grant of Security Interest (Trademarks) dated as of August 15, 2008, was recorded with the United States Patent and Trademark Office, at Reel 003838, Frame 0470 on August 20, 2008;

WHEREAS, the Grant of Security Interest (Trademarks) dated as of November 4, 2011, was recorded with the United States Patent and Trademark Office, at Reel 004659, Frame 0723 on November 11, 2011;

WHEREAS, as of February 22, 2012, XpresSpa Holdings, LLC acquired all worldwide right, title, and interest in and to the trademarks, trade names, service marks, applications, and registrations listed on Schedule 1 hereof, together with all of the goodwill of the business associated therewith and symbolized thereby, and any rights to sue any third parties for any past infringement thereof or thereto; and

WHEREAS, Bank of America now desires to terminate and release the entirety of its security interest in the Trademarks and the Collateral;

NOW, THEREFORE, for good and valuable consideration, including the full payment and satisfaction of all indebtedness, obligations, and liabilities secured by the Trademarks and the Collateral pursuant to the Trademark Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Bank of America hereby states as follows:

1. Definitions. Capitalized terms used but not specifically defined herein shall have the meanings given to them in the Trademark Security Agreements.

2. Termination and Release of Security Interest. Bank of America hereby terminates, releases, and discharges the entirety of its security interest in the Trademarks and the Collateral. Any and all right, title, or interest of Bank of America in such Trademarks and Collateral and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademarks and the applications and registrations thereof, and any and all causes of action which may exist by reason of infringement of the Trademarks, shall hereby cease and become void.

3. Acknowledgement and Acceptance. The Company hereby acknowledges and accepts the foregoing release and termination by Bank of America.


4. Further Assurances. Bank of America hereby agrees to duly execute, acknowledge, procure, and deliver, at the expense of the Company, any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the security interest in the Trademarks and the Collateral contemplated hereby.

5. Counterparts. This Termination and Release may be executed in any number of counterparts which shall together constitute one and the same document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

BANK OF AMERICA, NATIONAL  
ASSOCIATION

By:   
Name: Jana L. Baker  
Title: Senior Vice President

Agreed and Accepted as of  
this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**XpresSpa Holdings, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_


IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

BANK OF AMERICA, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Name: Jana L. Baker  
Title: Senior Vice President

Agreed and Accepted as of  
this 22 day of April, 2015

**XpresSpa Holdings, LLC,**  
a Delaware limited liability company

By:   
Its: President

**TERMINATION AND RELEASE  
OF SECURITY INTEREST IN TRADEMARKS**

**SCHEDULE 1**

**UNITED STATES TRADEMARKS AND APPLICATIONS**

<b><u>MARK</u></b>	<b><u>SERIAL NO.</u></b>	<b><u>REGISTRATION NO.</u></b>	<b><u>REGISTRATION DATE</u></b>
XPRESSPA	78977493	3403695	March 25, 2008
XPRESSPA	78804501	3324061	October 30, 2007
XPRESSPA	78785839	3192759	January 2, 2007
XPRESSPA	78977498	3318371	October 23, 2007
XPRESSPA	78977497	3332887	November 6, 2007
XPRESSPA	78977496	3261206	July 10, 2007
XPRESSPA	78977495	3310036	October 9, 2007
XPRESSPA	78977494	3376627	January 29, 2008
XPRESSPA	78948135	3206333	February 6, 2007
XPRESSPA @ THE AIRPORT	76594465	3043636	January 17, 2006
XPRESSPA (Stylized)	85350374	4411490	October 1, 2013
XPRESSPA (Jet Design)	85357911	4151645	May 29, 2012
XPRESSPA 24/7	85074000		
XPRESSPA Logo	85108982	4181614	July 31, 2012
XPRESSPA Logo	85110119	4007509	August 2, 2011
XPRESSMILE	77082260	3904578	January 11, 2011
XPRESSMILE	77082182	3904577	January 11, 2011