

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM381850

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SPAFINDER WELLNESS, INC.		04/25/2016	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BLACKHAWK NETWORK, INC.		
<b>Street Address:</b>	6220 Stoneridge Mall Road		
<b>City:</b>	Pleasanton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94588		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86004425	WELLNESS 365	
<b>Serial Number:</b>	86376281	GLOBAL WELLNESS INSTITUTE	
<b>Serial Number:</b>	86432528	GLOBAL SPA & WELLNESS SUMMIT	
<b>Serial Number:</b>	85629156	WELLNESS CURRENCY	
<b>Serial Number:</b>	85618974	WELLNESS CURRENCY	
<b>Serial Number:</b>	85614383	SPAFINDER WELLNESS	
<b>Serial Number:</b>	85502944	SPAFINDER	
<b>Serial Number:</b>	85378275	SPA EVIDENCE	
<b>Serial Number:</b>	85167182	SPARAHRAH	
<b>Serial Number:</b>	85091241	SPAFINDER DEAL DAYS	
<b>Serial Number:</b>	85089201	SPAFINDER DEAL SPA DAYS	
<b>Serial Number:</b>	85020483	WELLNESS WEEK	
<b>Serial Number:</b>	85136600	GRAMERCYONE	
<b>Serial Number:</b>	78834332	SPAFINDER	
<b>Serial Number:</b>	77619197		
<b>Serial Number:</b>	77478320	SPABOOKER	
<b>Serial Number:</b>	75208663	SPA WISH	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$440.00 86004425

**Fax Number:** 4156597455

***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:** 415-836-2551

**Email:** Nancy.Chow@dlapiper.com

**Correspondent Name:** Nancy Chow

**Address Line 1:** c/o DLA Piper LLP (US)

**Address Line 2:** 555 Mission Street, Suite 2400

**Address Line 4:** San Francisco, CALIFORNIA 94105

<b>ATTORNEY DOCKET NUMBER:</b>	393153-000010
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<b>NAME OF SUBMITTER:</b>	Nancy Chow
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<b>SIGNATURE:</b>	/s/ Nancy Chow
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<b>DATE SIGNED:</b>	04/25/2016
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**Total Attachments: 7**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**This Intellectual Property Security Agreement** (the "**Agreement**"), dated as of April 25, 2016, is entered into between **BLACKHAWK NETWORK, INC.** ("**Secured Party**") and **SPAFINDER WELLNESS, INC.** ("**Grantor**"), and is made with reference to the Secured Promissory Note, dated as of the date hereof, issued by Grantor to Secured Party or order (as amended from time to time, the "**Note**"). Terms defined in the Note have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Secured Obligations under the Note, Grantor grants to Secured Party, for the Secured Party's benefit, a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Secured Party with respect to the security interests granted hereunder are in addition to those set forth in the Note, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Note, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Secured Party of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Secured Party of any other rights, powers or remedies. The security interest granted hereunder shall terminate upon the satisfaction of the Secured Obligations and Secured Party shall promptly thereafter, at Grantor's expense, execute and record all documentation reasonably necessary to evidence such termination.

This Agreement shall be governed by the laws of the State of California, without giving effect to conflicts of law principles. Grantor and Secured Party agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts located in the County of San Francisco, State of California or, at Secured Party's option, any court in which Secured Party determines it is necessary or appropriate to initiate legal or equitable proceedings in order to exercise, preserve, protect or defend any of its rights and remedies under this Agreement or otherwise or to exercise, preserve, protect or defend its Lien, and the priority thereof, against the Intellectual Property Collateral, and which has subject matter jurisdiction over the matter in controversy. Grantor waives any right it may have to assert the doctrine of forum non conveniens or to object to such venue, and consents to any court ordered relief. Grantor waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such court shall be promptly served and shall confer personal jurisdiction if served by registered or certified mail to Grantor. If Grantor fails to appear or answer any summons, complaint, process or papers so served within thirty (30) days after the mailing or other service thereof, it shall be deemed in default and an order of judgment may be entered against it as demanded or prayed for in such summons, complaint, process or papers. The choice of forum set forth herein shall not be deemed to preclude the enforcement of any judgment obtained in such forum, or the taking of any action under this Agreement to enforce the same, in any appropriate jurisdiction.


This Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Grantor and Secured Party; provided, however, that Secured Party, exercising the power of attorney granted under the Note, may amend the Exhibits hereto, without first obtaining Grantor's approval or signature, to include reference to any right, title or interest in any Intellectual Property Collateral that Grantor acquires after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which Grantor no longer has or claims any right, title or interest.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

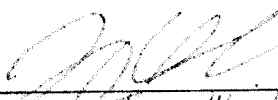
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**SPAFINDER WELLNESS, INC.**

By:   
Name: Blake Ellis  
Title: CEO

**BLACKHAWK NETWORK, INC.**

By:   
Name: Jerry Weich  
Title: CEO/CAO

**EXHIBIT A  
COPYRIGHTS**

Description	Registration/ Application Number	Registration/ Application Date
None		

**EXHIBIT B  
TRADEMARKS**

<b>Description</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Country</b>
WELLNESS 365	86004425	7/8/13	USA
GLOBAL WELLNESS INSTITUTE	86376281	8/25/14	USA
GLOBAL SPA & WELLNESS SUMMIT	86432528	10/23/14	USA
WELLNESS CURRENCY	85629156	5/18/12	USA
WELLNESS CURRENCY	85618974	5/7/12	USA
SPAFINDER WELLNESS	85614383	5/2/12	USA
SPAFINDER	85502944	12/23/11	USA
SPAVIDENCE	85378275	7/22/11	USA
SPARAHRAH	85167182	11/2/10	USA
SPAFINDER DEAL DAYS	85091241	7/23/10	USA
SPAFINDER DEAL SPA DAYS	85089201	7/21/10	USA
WELLNESS WEEK	85020483	4/22/10	USA
GRAMERCYONE	85136600	9/23/10	USA
SPAFINDER	78834332	3/10/06	USA
Design	77619197	11/20/08	USA
SPABOOKER	77478320	5/19/08	USA
SPA WISH	75208663	12/5/96	USA



**EXHIBIT C  
PATENTS**

Description	Registration/Application Number	Registration/ Application Date
None		