

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SpaFinder Wellness, Inc.		09/23/2016	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Blackhawk Issued Content LLC		
Street Address:	6220 Stoneridge Mall Road		
City:	Pleasanton		
State/Country:	CALIFORNIA		
Postal Code:	94588		
Entity Type:	Limited Liability Company: ARIZONA		
Name:	Blackhawk Network (Canada) Ltd.		
Street Address:	3280 Bloor Street West Centre Tower		
Internal Address:	8th Floor, Suite 801		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M8X 2X3		
Entity Type:	Limited Corporation: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2144305	SPA WISH	
Registration Number:	4173160	SPA EVIDENCE	
Registration Number:	4190187	SPAFINDER	
Registration Number:	3272044	SPAFINDER	
Registration Number:	4685057	SPAFINDER WELLNESS	
Registration Number:	4008775	SPARAHRAH	
Registration Number:	4960598	WELLNESS 365	
Registration Number:	4927733	WELLNESS CURRENCY	
Registration Number:	4177207	WELLNESS WEEK	
CORRESPONDENCE DATA			
Fax Number:	2022891330		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-289-1313
Email: docketingtm-dc@btlaw.com
Correspondent Name: Barnes & Thornburg, LLP
Address Line 1: 1717 Pennsylvania Avenue, N.W.
Address Line 2: Suite 500
Address Line 4: Washington, D.C. 20006

DOMESTIC REPRESENTATIVE

Name: Barnes & Thornburg, LLP
Address Line 1: 1717 Pennsylvania Avenue, N.W.
Address Line 2: Suite 500
Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	Jordan S. Weinstein, Attorney of Record
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SIGNATURE:	/jsw/
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DATE SIGNED:	01/09/2018
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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "*Agreement*") is made as of September 23, 2016, by and among Blackhawk Issued Content LLC, an Arizona limited liability company, Blackhawk Network (Canada) Ltd., a corporation incorporated under the laws of Alberta (Blackhawk Issued Content LLC and Blackhawk Network (Canada) Ltd., collectively the "*Assignee*") and SpaFinder Wellness, Inc., a Maryland corporation (the "*Assignor*").

WHEREAS, Assignor, Assignee, the Ellis Family Trust and Peter Ellis are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "*Purchase Agreement*"), pursuant to which Assignee has agreed to purchase from Assignor and the Company the Purchased Assets, and Assignor and the Company have agreed to sell, assign, transfer, convey and deliver the Purchased Assets to Assignee.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. **Assignment.** Effective as of the Closing Date, Assignor hereby sells, assigns, transfers, conveys and delivers (collectively, the "*Assignment*") to Assignee all of Assignor's rights, title and interests in (i) the marks and their federal registrations and registration applications therefor identified in Schedule A hereto, along with all associated goodwill (collectively, the "*Trademarks*"), (ii) the domain names and registrations therefor identified in Schedule B hereto, along with all trademark or service mark rights therein, and associated goodwill (collectively, the "*Domain Names*"), and (iii) the copyright and its federal registration therefor identified in Schedule C hereto, along with all associated goodwill (collectively, the "*Copyright*" and together with the Trademarks and Domain Names, the "*Intellectual Property*"); and (iv) all rights of actions and damages for any infringements of such Intellectual Property occurring prior to or after the date of this Agreement.

3. **Terms of the Purchase Agreement.** Article 8 of the Purchase Agreement is incorporated herein by reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements, indemnities, limitations of liability and other terms contained in the Purchase Agreement shall not be modified, altered, amended, expanded, interpreted or superseded hereby and shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Further Actions.** Assignor shall reasonably assist Assignee with Assignee's reasonable requests made in order to evidence, record and perfect the Assignment of the Intellectual Property set forth in this Agreement. Assignor shall timely cooperate in affecting any inter-registrar transfer as reasonably requested by Assignee. In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document reasonably appropriate for Assignor to execute pursuant to the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as their agents and attorneys-in-fact to act for and on its behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the

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purposes of the foregoing with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

[Signature Page Follows]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

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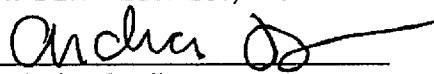
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TRADEMARK
REEL: 006250 FRAME: 0161

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

ASSIGNOR:

SPAFINDER WELLNESS, INC.

By: 

Name: Andrea Persily


Title: Authorized Representative

[Signature page to Intellectual Property Assignment Agreement]

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

ASSIGNEE:

BLACKHAWK NETWORK (CANADA) LTD.

By: 
Name: Steve Dekker
Title: President

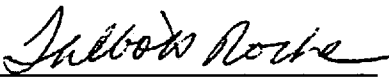
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 006250 FRAME: 0163

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

ASSIGNEE:

BLACKHAWK ISSUED CONTENT LLC

By: 

Name: Talbott Roche

Title: President and CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 006250 FRAME: 0164

SpaFinder Wellness, Inc.

Docket No.	Trademark	Filing Date	Appln. No.	Reg. Date	Reg. Number
72038-260109	SPA WISH	12/5/1996	75/208,663	3/17/1998	2,144,305
72038-260110	SPA EVIDENCE	7/22/2011	85/378,275	7/10/2012	4,173,160
72038-260111	SPAFINDER	12/23/2011	85/502,944	8/14/2012	4,190,187
72038-260112	SPAFINDER	3/10/2006	78/834,332	7/31/2007	3,272,044
72038-260116	SPAFINDER WELLNESS	5/2/2012	85/614,383	2/10/2015	4,685,057
72038-260117	SPARAHRAH	11/2/2010	85/167,182	8/9/2011	4,008,775
72038-260118	WELLNESS 365	7/8/2013	86/044,425	5/17/2016	4,960,598
72038-260119	WELLNESS CURRENCY	3/29/2016	85/629,156	3/29/2016	4,927,733
72038-260120	WELLNESS WEEK	4/22/2010	85/020,483	7/17/2012	4,177,207