

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elements Therapeutic Massage, LLC		09/12/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4570014	ELEMENTS MASSAGE	
Registration Number:	4622402		
Registration Number:	4529527	LET YOURSELF GO	
Registration Number:	4539460	THE ELEMENTS WAY	
Registration Number:	3761266	ELEMENTS THERAPEUTIC MASSAGE	
Registration Number:	3760865		
Registration Number:	3407418	ELEMENTS THERAPEUTIC MASSAGE	
Registration Number:	3144204	ELEMENTS SPA AND SHOP	
Registration Number:	5002119	ELEMENTS MASSAGE	
Serial Number:	87813418	AROMARITUAL	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@kattenlaw.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		

CH \$265.00 4570014

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	09/12/2018
Total Attachments: 6 source=03 Trademark Security Agreement - Elements Therapeutic#page1.tif source=03 Trademark Security Agreement - Elements Therapeutic#page2.tif source=03 Trademark Security Agreement - Elements Therapeutic#page3.tif source=03 Trademark Security Agreement - Elements Therapeutic#page4.tif source=03 Trademark Security Agreement - Elements Therapeutic#page5.tif source=03 Trademark Security Agreement - Elements Therapeutic#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 12, 2018, (the “Trademark Security Agreement”) is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Golub Capital LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 12, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and Golub Capital LLC, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to the Credit Agreement and pursuant to a Security Agreement of even date with the Credit Agreement in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ELEMENTS THERAPEUTIC MASSAGE,
LLC

~~as Grantor~~ by

By:



Name: Daniel M. Colbourne
Title: Executive Vice President,
Chief Financial Officer and
Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GOLUB CAPITAL LLC
as Administrative Agent

By: 
Name: Marc C. Robinson
Title: Managing Director

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date
ELEMENTS MASSAGE	86082391	10/3/13	4570014	7/15/14
Design Only	86082406	10/3/13	4622402	10/14/14
LET YOURSELF GO	86082413	10/3/13	4529527	5/13/14
THE ELEMENTS WAY	85861500	2/27/13	4539460	5/27/14
ELEMENTS THERAPEUTIC MASSAGE	77806394	8/17/09	3761266	3/16/10
Design Only	77793333	7/30/09	3760865	3/16/10
ELEMENTS THERAPEUTIC MASSAGE	78979793	5/26/06	3407418	4/1/08
ELEMENTS SPA AND SHOP	78406546	4/22/04	3144204	9/19/06
ELEMENTS MASSAGE	86807057	11/2/15	5002119	7/19/16

2. TRADEMARK APPLICATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date
AROMARITUAL	87813418	2/27/18	N/A	N/A