

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HS DEBT HOLDCO, LLC		04/10/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HAND AND STONE FRANCHISE CORP.		
Street Address:	1796 Hinds Road		
City:	Toms River		
State/Country:	NEW JERSEY		
Postal Code:	08753		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3101296	HAND AND STONE	
Registration Number:	3137338	HAND AND STONE MASSAGE SPA	
Registration Number:	3684708	HAND AND STONE MASSAGE AND FACIAL SPA	
Registration Number:	4880654	HAND & STONE MASSAGE AND FACIAL SPA	
Registration Number:	4907601		
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	SUSAN ZABLOCKI		
Address Line 1:	KIRKLAND & ELLIS LLP		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	24407-1		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	04/12/2019		

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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of April 10, 2019 (“Effective Date”) by and between **HS DEBT HOLDCO, LLC**, a Delaware limited liability company, with its principal office at 335 North Maple Drive, Suite 130, Beverly Hills, California 90210, as administrative agent for the Secured Creditors (in such capacity, “Agent”), and **HAND AND STONE FRANCHISE CORP.**, a New Jersey corporation, with its principal office at 1796 Hinds Road, Toms River, New Jersey 08753 (“Grantor”).

WHEREAS, pursuant to the terms and conditions of that certain Second Lien Trademark Security Agreement by and between Grantor and Agent dated October 14, 2016 (the “Trademark Security Agreement”), Grantor granted to Agent a continuing security interest in and to all of Grantor’s right, title and interest in and to all of the Trademark Collateral (as defined below);

WHEREAS, Grantor and Agent entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Security Agreement by and between Grantor and Agent dated October 14, 2016 (the “Security Agreement”; all capitalized terms used but not otherwise defined herein have the meaning given to them in the Trademark Security Agreement or Security Agreement, as applicable);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“PTO”) on October 14, 2016, at Reel: 5900 Frame: 0650; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby terminates the Trademark Security Agreement and the Security Agreement, and hereby terminates, cancels and releases any and all security interests it has and all of its right, title and interest in, to and under the following, whether now owned or hereafter created or acquired by Grantor (collectively, the “Trademark Collateral”):

(a) all of Grantor’s Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those Trademarks referred to on Schedule A attached hereto;

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

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Agent represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral; (iii) it has not recorded or otherwise evidenced its security interest with respect to any Trademark Collateral, or registration of an application to register any Trademark, or any trade name or assumed name, other than those Trademarks set forth on Schedule A (attached hereto), in any jurisdiction throughout the world.

Agent shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

HS DEBT HOLDCO, LLC,
a Delaware limited liability company

By: 
Name: David Wolpert
Title: Vice President

[Signature Page to Second Lien Trademark Security Release]

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
3101296	06/06/2006	HAND AND STONE
3137338	08/29/2006	HAND AND STONE MASSAGE SPA
3684708	09/15/2009	HAND AND STONE MASSAGE AND FACIAL SPA
4880654	01/05/2016	HAND & STONE MASSAGE AND FACIAL SPA
4907601	3/1/2016	