

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528455

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release and Reassignment
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOLUB CAPITAL MARKETS LLC		06/18/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MESSAGE ENVY FRANCHISING, LLC
Street Address:	14350 N. 87th Street
Internal Address:	Suite 200
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85260
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4777326	MESSAGE ENVY
Registration Number:	4764172	HAPPY YOU YEAR
Registration Number:	5404103	ME
Registration Number:	4624795	GIFT ENVY
Registration Number:	4417968	MESSAGE ENVY SPA
Registration Number:	5110508	
Registration Number:	5110495	MESSAGE ENVY
Serial Number:	86595594	ME
Serial Number:	87189295	CRYOCHARGE
Serial Number:	87123892	CRYOCHARGE
Serial Number:	86447871	HAPPY NEW YOU
Registration Number:	4417970	MESSAGE ENVY SPA

CORRESPONDENCE DATA

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.

CH \$315.00 4777326

Email: ebensoul@paulweiss.com, lfranco@paulweiss.com,
mhanna@paulweiss.com
Correspondent Name: Elana D. Bensoul
Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP
Address Line 2: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 17514-057

NAME OF SUBMITTER: Elana D. Bensoul

SIGNATURE: /edb/

DATE SIGNED: 06/19/2019

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (“Release”) is made as of June 18, 2019, by GOLUB CAPITAL MARKETS LLC, as administrative agent (in such capacity, “Secured Party”), in favor of MESSAGE ENVY FRANCHISING, LLC, a Delaware limited liability company (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Grantor and Secured Party are parties to that certain Trademark Security Agreement dated as of October 20, 2016 (the “Security Agreement”) pursuant to which Grantor granted a security interest to Secured Party in certain Trademark Collateral (as defined therein) as security for certain obligations owing by Grantor to Secured Party, including the Trademark Collateral set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on October 20, 2016, at Reel 5904, Frame 0001;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby releases, relinquishes, terminates in its entirety and discharges fully its security interest in all of Grantor’s right, title and interest in, to and under the following:

(i) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the federal Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto; and

(ii) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark owned by Grantors including, without limitation, the federal Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto.

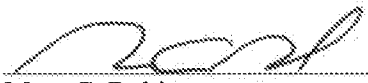
2. Secured Party hereby releases, relinquishes, terminates in its entirety and discharges fully its security interest in the Trademark Collateral and reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in, to and under the Trademark Collateral.

3. Secured Party hereby authorizes Grantor, or Grantor’s authorized representative or representatives, as the case may be, to record this Release with the United States Patent and Trademark Office (“USPTO”) and any other applicable governmental office or agency. Secured Party further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this Release; it being understood that such recordation shall be at Grantor’s sole expense. Secured Party further agrees to execute and deliver to Grantor any and all further documents and instruments, and do any and all further acts which Grantor (or their agents or designees) reasonably request (at Grantor’s sole cost and expense) in order to confirm this Release and Grantor’s right, title and interest in, to and under the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

GOLUB CAPITAL MARKETS LLC

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

SCHEDULE 1

Mark	Application No.	Application Date	Registration No.	Registration Date
MESSAGE ENVY	86527676	2/6/15	4777326	7/21/15
HAPPY YOU YEAR	86447823	11/7/14	4764172	6/30/15
ME (& Design)	86347720	7/24/14	5404103	2/20/18
GIFT ENVY	86234025	3/27/14	4624795	10/21/14
MESSAGE ENVY SPA	85855691	2/20/13	4417970	10/15/13
MESSAGE ENVY SPA	85855676	2/20/13	4417968	10/15/13
HAPPY NEW YOU ¹	86/447871	11/7/2014	N/A	N/A
(Design)	86/598333	4/15/2015	5110508	12/27/16
MESSAGE ENVY (& Design)	86/595598	4/13/2015	5110495	12/27/16
ME (& Design) ²	86/595594	4/13/2015	N/A	N/A
CRYOCHARGE (Color) ³	87/189295	9/30/2016	N/A	N/A
CRYOCHARGE ⁴	87/123892	8/2/2016	N/A	N/A

¹ Intent to Use.

² Intent to Use.

³ Intent to Use.

⁴ Intent to Use.