

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release and Reassignment		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLUB CAPITAL MARKETS LLC	FORMERLY GOLUB CAPITAL MANAGEMENT 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: 5			
Property Type	Number	Word Mark	
Registration Number:	4270471	MESSAGE ELEMENTS	
Registration Number:	3969244	WHERE MODERN WELLNESS BEGINS	
Registration Number:	3964196	MESSAGE ENVY	
Registration Number:	3882442	MESSAGE ENVY SPA	
Registration Number:	3960464	MESSAGE ENVY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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		

CH \$140.00 4270471

NAME OF SUBMITTER:	Elana D. Bensoul
SIGNATURE:	/edb/
DATE SIGNED:	06/19/2019
Total Attachments: 4 source=Message Envy - Trademark Release (2011)#page1.tif source=Message Envy - Trademark Release (2011)#page2.tif source=Message Envy - Trademark Release (2011)#page3.tif source=Message Envy - Trademark Release (2011)#page4.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT ("Release") is made as of June 18, 2019, by GOLUB CAPITAL MARKETS LLC (F/K/A GOLUB CAPITAL MANAGEMENT LLC), as administrative agent (in such capacity, "Secured Party"), in favor of MASSAGE 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 June 16, 2011 (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 June 22, 2011, at Reel 4567, Frame 0582;

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.

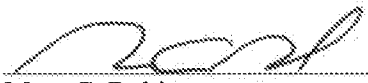
3. Secured Party hereby authorizes Grantor, or Grantor's authorized representative or representatives, as the case may be, to record this Release with the United States Patent and Trademark Office ("USPTO") and any other applicable governmental office or agency. Secured Party further authorizes and requests 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
MASSAGE ELEMENTS	85059431	6/10/10	4270471	1/8/13
WHERE MODERN WELLNESS BEGINS	85059455	6/10/10	3969244	5/31/11
MASSAGE ENVY	77936650	2/16/10	3964196	5/24/11
MASSAGE ENVY SPA	77922548	1/28/10	3882442	11/30/10
MASSAGE ENVY	77921887	1/27/10	3960464	5/17/11