

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release and Reassignment		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLUB CAPITAL MARKETS LLC	FORMERLY GCI 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: 18			
Property Type	Number	Word Mark	
Registration Number:	4337539	FOR ME	
Registration Number:	4404451	HEALING HANDS FOR ARTHRITIS	
Registration Number:	4190806	HOT STONE ENVY	
Registration Number:	4270471	MESSAGE ELEMENTS	
Registration Number:	3241816	LEADING THE REVOLUTION IN RELAXATION	
Registration Number:	2852856	MESSAGE ENVY	
Registration Number:	3630863	MESSAGE ENVY SPA	
Registration Number:	2994755	MESSAGE ENVY	
Registration Number:	3964196	MESSAGE ENVY	
Registration Number:	3960464	MESSAGE ENVY	
Registration Number:	2870999		
Registration Number:	3477700	MESSAGE ENVY FACE & BODY	
Registration Number:	3477662	MESSAGE ENVY PROFESSIONAL. CONVENIENT. A	
Registration Number:	3642686	MESSAGE ENVY SPA	
Registration Number:	3882442	MESSAGE ENVY SPA	
Registration Number:	3969244	WHERE MODERN WELLNESS BEGINS	
Registration Number:	2965278	THE FEELING EVERY BODY WANTS	
TRADEMARK			

CH \$465.00 4337539

Property Type	Number	Word Mark
Serial Number:	85486407	GIFT ENVY

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.

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: 5

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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 (F/K/A GCI CAPITAL MARKETS 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).

W I T N E S S E T H:

WHEREAS, Grantor and Secured Party are parties to that certain Trademark Security Agreement dated as of September 27, 2012 (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 September 28, 2012, at Reel 4868, Frame 0756;

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.

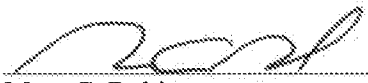
2. Secured Party hereby releases, relinquishes, terminates in its entirety and discharges fully its security interest in the Trademark Collateral and reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right,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

Trademark	Jurisdiction	Application No.	Filing Date	Registration No.	Registration Date
FOR ME	United States of America	85/644,161	June 5, 2012	4,337,539	May 21, 2013
GIFT ENVY	United States of America (ITU)	85/486,407	Dec 2, 2011		
HEALING HANDS FOR ARTHRITIS	United States of America	85/661,139	June 25, 2012	4,404,451	Sep. 17, 2013
HOT STONE ENVY	United States of America	85/542,849	Feb 14, 2012	4,190,806	Aug. 14, 2012
MASSAGE ELEMENTS	United States of America	85/059,431	June 10, 2010	4,270,471	Jan. 8, 2013
LEADING THE REVOLUTION IN RELAXATION	United States of America	78/871498	April 27, 2006	3,241,816	May 15, 2007
MASSAGE ENVY	United States of America	76/491,303	Feb 20, 2003	2,852,856	June 15, 2004
MASSAGE ENVY SPA	United States of America	77/600,408	Oct 24, 2008	3,630,863	June 2, 2009
MASSAGE ENVY & DESIGN	United States of America	78/424,939	May 22, 2004	2,994,755	Sep 13, 2005
MASSAGE ENVY (Word Stylized)	United States of America	77,936,650	Feb 16, 2010	3,964,196	May 24, 2011
MASSAGE ENVY and DESIGN (Color)	United States of America	77/921,887	Jan 27, 2010	3,960,464	May 17, 2011
MASSAGE ENVY DESIGN	United States of America	76,491,302	Feb 20, 2003	2,870,999	Aug 10, 2004
MASSAGE ENVY FACE & BODY and DESIGN	United States of America	77/205,631	June 13, 2007	3,477,700	July 29, 2008
MASSAGE ENVY PROFESSIONAL,	United States of America	77/188,909	May 23, 2007	3,477,662	July 29, 2008

Trademark	Jurisdiction	Application No.	Filing Date	Registration No.	Registration Date
CONVENIENT, AFFORDABLE and DESIGN					
MASSAGE ENVY SPA and Design	United States of America	77/600,416	Oct 24, 2008	3,642,686	June 23, 2009
MASSAGE ENVY SPA and DESIGN (Color)	United States of America	77/922,548	Jan 28, 2010	3,882,442	Nov 30, 2010
WHERE MODERN WELLNESS BEGINS	United States of America	85/059,455	June 10, 2010	3,969,244	May 31, 2011
THE FEELING EVERY BODY WANTS	United States of America	78/424,921	May 25, 2004	2965278	July 5, 2005