

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528458

| | |
|------------------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Release and Reassignment |
| SEQUENCE: | 1 |

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: 9

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 3630863 | MESSAGE ENVY SPA |
| Registration Number: | 3642686 | MESSAGE ENVY SPA |
| Registration Number: | 3477700 | MESSAGE ENVY FACE & BODY |
| Registration Number: | 3477662 | MESSAGE ENVY PROFESSIONAL. CONVENIENT. A |
| Registration Number: | 3241816 | LEADING THE REVOLUTION IN RELAXATION |
| Registration Number: | 2994755 | MESSAGE ENVY |
| Registration Number: | 2965278 | THE FEELING EVERY BODY WANTS |
| Registration Number: | 2870999 | |
| Registration Number: | 2852856 | MESSAGE 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

CH \$240.00 3630863

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 (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 December 22, 2009 (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 January 28, 2010, at Reel 4139, Frame 0307;

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.

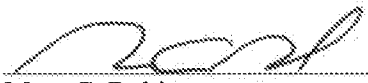
3. Secured Party hereby authorizes Grantor, or Grantor's authorized representative or representatives, as the case may be, to record this Release with the United States Patent and Trademark Office ("USPTO") and any other applicable governmental office or agency. Secured Party further authorizes and requests 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 ENVY SPA | 77600408 | 10/24/08 | 3630863 | 6/2/09 |
| MASSAGE ENVY SPA | 77600416 | 10/24/08 | 3642686 | 6/23/09 |
| MASSAGE ENVY FACE & BODY | 77205631 | 6/13/07 | 3477700 | 7/29/08 |
| MASSAGE ENVY PROFESSIONAL. CONVENIENT. AFFORDABLE. | 77188909 | 5/23/07 | 3477662 | 7/29/08 |
| LEADING THE REVOLUTION IN RELAXATION | 78871498 | 4/27/06 | 3241816 | 5/15/07 |
| MASSAGE ENVY | 78424939 | 5/25/04 | 2994755 | 9/13/05 |
| THE FEELING EVERY BODY WANTS | 78424921 | 5/25/04 | 2965278 | 7/5/05 |
| DESIGN ONLY | 76491302 | 2/20/03 | 2870999 | 8/10/04 |
| MASSAGE ENVY | 76491303 | 2/20/03 | 2852856 | 6/15/04 |