

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528605

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Back-Up Security Interest in Trademarks
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MESSAGE ENVY FRANCHISING, LLC		06/18/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MESSAGE ENVY, 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: 17

Property Type	Number	Word Mark
Registration Number:	5110508	
Registration Number:	4337539	FOR ME
Registration Number:	4624795	GIFT ENVY
Registration Number:	4764172	HAPPY YOU YEAR
Registration Number:	4404451	HEALING HANDS FOR ARTHRITIS
Registration Number:	4190806	HOT STONE ENVY
Registration Number:	4270471	MESSAGE ELEMENTS
Registration Number:	5110495	MESSAGE ENVY
Registration Number:	4777326	MESSAGE ENVY
Registration Number:	3964196	MESSAGE ENVY
Registration Number:	2852856	MESSAGE ENVY
Registration Number:	4417968	MESSAGE ENVY SPA
Registration Number:	3882442	MESSAGE ENVY SPA
Registration Number:	3630863	MESSAGE ENVY SPA
Registration Number:	3642686	MESSAGE ENVY SPA
Registration Number:	4417970	MESSAGE ENVY SPA
Registration Number:	5404103	ME

TRADEMARK

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: lfranco@paulweiss.com, ebensoul@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
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NAME OF SUBMITTER:	Elana D. Bensoul
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SIGNATURE:	/edb/
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DATE SIGNED:	06/20/2019
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Total Attachments: 5

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NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS

This Notice of Grant of Back-up Security Interest in Trademarks (the “Notice”), is made and entered into as of June 18, 2019, by MASSAGE ENVY FRANCHISING, LLC, a Delaware limited liability company located at 14350 N. 87th St., Suite 200, Scottsdale, AZ, 85260, (“Grantor”), in favor of MASSAGE ENVY, LLC, a Delaware limited liability company located at 14350 N. 87th St., Suite 200, Scottsdale, AZ, 85260 (“Secured Party”) (collectively referred to as the “Parties”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks, including the associated registrations and applications for registration, set forth on Schedule 1 attached hereto (collectively, the “Trademarks”) and the goodwill connected with the use of or symbolized thereby; and

WHEREAS, pursuant to the Pre-Contribution Transfer Agreement between the Parties of even date herewith (the “Agreement”), solely in the event that a court of competent jurisdiction were to hold that the distribution of certain intellectual property defined in the Agreement as the Conveyed IP thereunder does not constitute a valid distribution or absolute transfer of such Conveyed IP in accordance therewith, but instead constitutes a loan, Grantor has granted a security interest in Grantor’s right, title and interest in, to and under such Conveyed IP, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and all products and proceeds of the foregoing, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “USPTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the distribution of the Trademarks pursuant to the Agreement does not constitute a valid distribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants a security interest in favor of the Secured Party in all of Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or hereafter acquired by Grantor, to secure such loan in the aggregate value of the Conveyed Assets; *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 USC Section 1051(b) prior to the filing and acceptance of a statement of use or

amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, canceled, voided or abandoned.

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.


3. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

4. This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

MESSAGE ENVY FRANCHISING, LLC

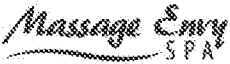
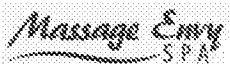

By: 
Name: Kristin Paiva
Title: General Counsel and Secretary

[Signature Page to Notice of Grant of Back-Up Security Interest in Trademarks (Pre- Contribution)]

TRADEMARK
REEL: 006675 FRAME: 0005

**Schedule 1
Trademarks**

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
Design Only 	86598333 15-APR-2015	5110508 27-DEC-2016	Registered
FOR ME 	85644161 05-JUN-2012	4337539 21-MAY-2013	Registered
GIFT ENVY	86234025 27-MAR-2014	4624795 21-OCT-2014	Registered
HAPPY YOU YEAR	86447823 07-NOV-2014	4764172 30-JUN-2015	Registered
HEALING HANDS FOR ARTHRITIS	85661139 25-JUN-2012	4404451 17-SEP-2013	Registered
HOT STONE ENVY	85542849 14-FEB-2012	4190806 14-AUG-2012	Registered
MASSAGE ELEMENTS	85059431 10-JUN-2010	4270471 08-JAN-2013	Registered
MASSAGE ENVY Massage Envy	86595598 13-APR-2015	5110495 27-DEC-2016	Registered
MASSAGE ENVY	86527676 06-FEB-2015	4777326 21-JUL-2015	Registered
MASSAGE ENVY <i>Massage Envy</i>	77936650 16-FEB-2010	3964196 24-MAY-2011	Registered
MASSAGE ENVY	76491303 20-FEB-2003	2852856 15-JUN-2004	Registered
MASSAGE ENVY SPA <i>Massage Envy ~ SPA</i>	85855676 20-FEB-2013	4417968 15-OCT-2013	Registered

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
MASSAGE ENVY SPA 	77922548 28-JAN-2010	3882442 30-NOV-2010	Registered
MASSAGE ENVY SPA	77600408 24-OCT-2008	3630863 02-JUN-2009	Registered
MASSAGE ENVY SPA 	77600416 24-OCT-2008	3642686 23-JUN-2009	Registered
MASSAGE ENVY SPA <i>Massage Envy</i> - SPA	85855691 20-FEB-2013	4417970 15-OCT-2013	Registered
ME 	86347720 24-JUL-2014	5404103 20-FEB-2018	Registered