

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528614

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	7

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ME FUNDING, LLC		06/18/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

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

## PROPERTY NUMBERS Total: 17

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

<b>ATTORNEY DOCKET NUMBER:</b>	17514-057
--------------------------------	-----------

<b>NAME OF SUBMITTER:</b>	Elana D. Bensoul
---------------------------	------------------

<b>SIGNATURE:</b>	/edb/
-------------------	-------

<b>DATE SIGNED:</b>	06/20/2019
---------------------	------------

**Total Attachments: 5**

source=7 - Trademark Assignment Agreement (Third-Tier) (Executed)#page1.tif

source=7 - Trademark Assignment Agreement (Third-Tier) (Executed)#page2.tif

source=7 - Trademark Assignment Agreement (Third-Tier) (Executed)#page3.tif

source=7 - Trademark Assignment Agreement (Third-Tier) (Executed)#page4.tif

source=7 - Trademark Assignment Agreement (Third-Tier) (Executed)#page5.tif

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (the “Trademark Assignment”) is made and entered into as of June 18, 2019, by and between ME FUNDING, LLC, a Delaware limited liability company located at 14350 N. 87th St., Suite 200, Scottsdale, AZ, 85260, (“Assignor”), and ME SPE FRANCHISING, LLC, a Delaware limited liability company located at 14350 N. 87th St., Suite 200, Scottsdale, AZ, 85260 (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, pursuant to the Third-Tier Contribution Agreement between the Parties of even date herewith (the “Agreement”), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the “Trademarks”), and all goodwill connected with the use of or symbolized thereby; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Contributed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office (the “USPTO”); and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), as a capital contribution to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks, including to all products and proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to, on or after the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks 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 with respect to the Trademarks, to have and to hold the same unto the Assignee and its successors and assigns forever, as of the Closing Date.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, 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 contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Contributed IP.

THIS TRADEMARK ASSIGNMENT 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).

This Trademark Assignment 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 TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

**ASSIGNOR**

ME FUNDING, LLC

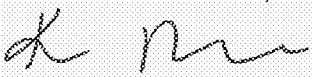
By:

  
\_\_\_\_\_  
Name: Kristin Paiva  
Title: General Counsel and Secretary

**ASSIGNEE**

ME SPE FRANCHISING, LLC,

By:

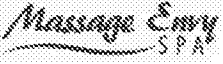

  
\_\_\_\_\_  
Name: Kristin Paiva  
Title: General Counsel and Secretary

*[Signature Page to Trademark Assignment (Third-Tier)]*

**TRADEMARK**  
**REEL: 006675 FRAME: 0052**

**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 <b>Massage Envy</b>	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
MASSAGE ENVY SPA <i>Massage Envy</i> SPA	77922548 28-JAN-2010	3882442 30-NOV-2010	Registered

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
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>Message Envy</i> SPA	85855691 20-FEB-2013	4417970 15-OCT-2013	Registered
ME 	86347720 24-JUL-2014	5404103 20-FEB-2018	Registered