

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528617

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	9		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ME SPE FRANCHISING, LLC		06/18/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A.		
<b>Street Address:</b>	388 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<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	

CH \$440.00 5110508

**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
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<b>NAME OF SUBMITTER:</b>	Elana D. Bensoul
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<b>SIGNATURE:</b>	/edb/
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<b>DATE SIGNED:</b>	06/20/2019
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**Total Attachments: 5**

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**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Notice”) is made and entered into as of June 18, 2019, by ME SPE FRANCHISING, LLC, a Delaware limited liability company located at 14350 N. 87th St., Suite 200, Scottsdale, AZ, 85260 (“Grantor”), in favor of CITIBANK, N.A., a national banking association (“Citibank”), as trustee, located at 388 Greenwich Street, New York, New York 10013 (“Trustee”).

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

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of June 18, 2019, by and among ME SPE Holdco, LLC, a Delaware limited liability company, ME SPE Franchising, LLC, a Delaware limited liability company, each as a Guarantor, and the Trustee (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, 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 with respect to the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 3.5(b) of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office (“USPTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

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 Indenture (as defined below) and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; *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 U.S.C. Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), *provided that* at such time as the grant and/or enforcement of the security interest will not cause such application to be invalidated, cancelled, voided or abandoned, such Trademark application will not be excluded from the Notice.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of June 18, 2019, by and among ME Funding, LLC, a Delaware limited liability company, and Citibank, as Trustee and Securities Intermediary (the “Indenture”).

1. The parties intend that this Notice is for recordation purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee’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 in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Trustee 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 Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.

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

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

ME SPE FRANCHISING, LLC, as Grantor

By:



Name: Kristin Paiva

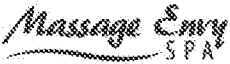
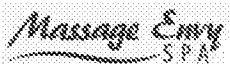

Title: General Counsel and Secretary

*[Signature Page to Notice of Grant of Security Interest in Trademarks]*

**TRADEMARK**  
**REEL: 006675 FRAME: 0073**

**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

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