

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	12/25/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Massage Envy Franchising, LLC		03/12/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ME SPE Franchising, LLC		
Street Address:	14350 North 87th Street, Suite 200		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5944339	ME	
CORRESPONDENCE DATA			
Fax Number:	3122367516		
<i>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.</i>			
Phone:	312-368-4000		
Email:	ch.tm@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	P.O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
ATTORNEY DOCKET NUMBER:	307475-11		
NAME OF SUBMITTER:	Peggy L. McBride		
SIGNATURE:	/PLMcBride/		
DATE SIGNED:	03/19/2020		
Total Attachments: 3			
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source=Massage Envy - Trademark Assignment of ME Logo#page3.tif			

CH \$40.00 5944339

ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "Assignment"), is effective *nunc pro tunc* as of December 25, 2019, by and between Massage Envy Franchising, LLC (the "Assignor") and ME SPE Franchising, LLC (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the registered trademark, and all goodwill associated therewith, identified on Schedule 1 and made part hereof (the "Mark");

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign, transfer, convey and deliver to Assignee any and all rights Assignor owns in the Mark, together with any common law, statutory or other rights therein and any goodwill of the business associated with the use of, or symbolized by the Mark in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for the sum of one dollar (\$1.00) payable to Assignor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Conveyance and Acceptance. Effective as of date hereof, Assignor irrevocably, without reservation, sells, assigns, transfers, conveys and delivers to Assignee (and to Assignee's successors and assigns) and Assignee has accepted any and all of Assignor's rights, title and interest in and to the Mark worldwide, including all common law, statutory and other rights therein and any and all trademark registrations and trademark registration applications relating to the Mark, together with all rights to any and all proceeds, benefits, privileges, causes of action, and remedies relating to the Mark, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Mark against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Mark, and any and all goodwill of the business associated with the use of, or symbolized by, the Mark.

2. Recordation. Assignor and Assignee recognize that Assignee shall have the right, but shall have no obligation, to record this Assignment with any governmental entity.

3. Further Acts. Without additional consideration, Assignor and any affiliates, subsidiaries, directors, employees, successors or assigns shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments as may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment.

[Signature page to follow]

IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

ASSIGNEE:

MESSAGE ENVY FRANCHISING, LLC

ME SPE FRANCHISING, LLC

By: Kr Paiva

By: Kr Paiva

Name: Kristin Paiva

Name: Kristin Paiva

Title: General Counsel

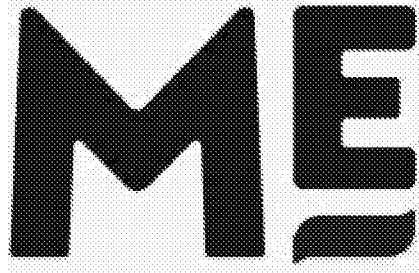
Title: General Counsel

Date: 3/12/20

Date: 3/12/20

SCHEDULE 1

Trademark



U.S. Trademark Registration No. 5944339

Registration Date: December 24, 2019

Goods and Services: Salon and day spa services, namely, massage therapy, esthetic skin care treatments, facial treatments and facial massages