

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM726940

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Madison Capital Funding LLC		04/01/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Apogem Capital LLC, as Successor Agent		
<b>Street Address:</b>	227 West Monroe Street		
<b>Internal Address:</b>	suite 5400		
<b>City:</b>	chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3684708	HAND AND STONE MASSAGE AND FACIAL SPA	
<b>Registration Number:</b>	3137338	HAND AND STONE MASSAGE SPA	
<b>Registration Number:</b>	3101296	HAND AND STONE	
<b>Registration Number:</b>	4907601		
<b>Registration Number:</b>	4880654	HAND & STONE MASSAGE AND FACIAL SPA	
<b>Serial Number:</b>	87425776	HAND & STONE MASSAGE AND FACIAL SPA	
<b>Serial Number:</b>	87426521	HAND & STONE MASSAGE AND FACIAL SPA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3125778513		
<b>Email:</b>	gabriela.garcia@katten.com		
<b>Correspondent Name:</b>	Gabriela Garcia c/o Katten Muchin		
<b>Address Line 1:</b>	525 W. Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Gabriela Garcia		
<b>SIGNATURE:</b>	/Gabriela Garcia/		

CH \$190.00 3684708

<b>DATE SIGNED:</b>	05/10/2022
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**Total Attachments: 5**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY  
SECURITY AGREEMENTS**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS** (this “**Assignment**”), dated as of April 1, 2022, is by **MADISON CAPITAL FUNDING LLC** (individually, “**MCF**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **APOGEM CAPITAL LLC** (individually, “**Apogem**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

**RECITALS:**

**WHEREAS**, Hand and Stone Franchise Corp., a New Jersey corporation (as “**Grantor**”), and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

**WHEREAS**, pursuant to that certain Omnibus Agency Transfer and Sub-Agent Appointment Agreement by and between MCF, as the Retiring Agent, and Apogem, as the Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

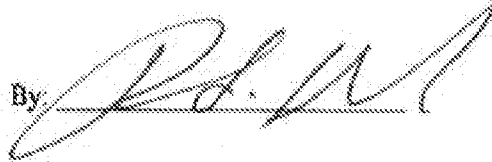
*(Remainder of page left intentionally blank; signatures follow.)*

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

**RETIRING AGENT:**

**MADISON CAPITAL FUNDING LLC**

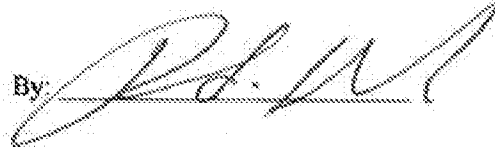
By: Apogem Capital LLC, its manager

By: 

Name: Patrick D. Koehl  
Title: Director

**SUCCESSOR AGENT:**

**APOGEM CAPITAL LLC**

By: 

Name: Patrick D. Koehl  
Title: Director