

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM732132

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Apogem Capital LLC, as Agent		06/02/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hand and Stone Franchise Corp.		
<b>Street Address:</b>	1210 Northbrook Drive		
<b>Internal Address:</b>	Suite 150		
<b>City:</b>	Trevose		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19053		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 5</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>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774688		
<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>	312-577-8416		
<b>Email:</b>	carole.dobbins@katten.com		
<b>Correspondent Name:</b>	Carole Dobbins c/o Katten Muchin		
<b>Address Line 1:</b>	525 W. Monroe St.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Carole Dobbins		
<b>SIGNATURE:</b>	/Carole Dobbins/		
<b>DATE SIGNED:</b>	06/02/2022		

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**Total Attachments: 4**

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**TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT (the “Release”) is made as of June 2, 2022, by Apogem Capital LLC (as successor by appointment to Madison Capital Funding LLC), as administrative agent for the Secured Creditors (in such capacity, together with its successors and assigns, the “Agent”) in favor of Hand and Stone Franchise Corp., a New Jersey corporation (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement or Security Agreement (each, as defined below).

W I T N E S S E T H:

WHEREAS, Grantor and Agent were parties to (i) that certain Security Agreement dated as of October 14, 2016 ((as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), and (ii) that certain Trademark Security Agreement dated as of October 14, 2016 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Grantor mortgaged, pledged and hypothecated to Agent for the benefit of the Secured Creditors, and granted to Agent for the benefit of the Secured Creditors a Lien on and security interest in, all of its right, title and interest in the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those Trademarks referred to on Schedule I hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License ; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on October 14, 2016, at Reel 5900, Frame 0122; and

WHEREAS, Grantor had requested that Agent execute and deliver this Release to evidence the termination and release of its security interest in the Trademark Collateral and to reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, including the Termination of the Secured Obligations, the receipt and sufficiency of which are hereby acknowledged:

1. Agent, on behalf of itself and the other Secured Creditors, hereby terminates, cancels, releases and discharges its Lien on and security interest in and to all of Grantor’s right, title and interest in, to and under the Trademark Collateral.
2. If Agent and/or any other Secured Creditor has acquired any right, title or interest in, to or under any of the Trademark Collateral, Agent (on behalf of itself and the other Secured Creditors) hereby

reassigns and conveys to Grantor, in each case as applicable, without any representation, recourse or undertaking by Agent, all such right, title and interest in, to or under the Trademark Collateral of such Grantor.

3. Agent authorizes the Grantor to file and record this Release with the United States Patent and Trademark Office.

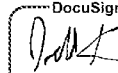
4. This Release shall be governed by and construed and interpreted in accordance with the laws of the State of New York, without regard to conflict of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**APOGEM CAPITAL LLC**, as Agent

DocuSigned by:



By:

Name: Jeff Karczynski

Title: Director

**SCHEDULE I**

**Trademarks Applications**

<b><u>Trademark</u></b>	<b><u>Application Number</u></b>	<b><u>Application Date</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
HAND AND STONE MASSAGE AND FACIAL SPA	77684980	3/6/09	3684708	9/15/09
HAND AND STONE MASSAGE SPA	76646530	9/12/05	3137338	8/29/06
HAND AND STONE	76595069	6/2/04	3101296	6/6/06
Mark consists of a circle encasing a design of a person with its legs spread, holding a stone in each hand. The hand on the left when looking at the image is waist level, while the hand on the right when looking at the image is shoulder level. Both palms are facing upwards. The person in the design has its hair standing up in six individual lines.	86641422	5/26/15	4907601	3/1/16
HAND & STONE MASSAGE AND FACIAL SPA	86641319	5/26/15	4880654	1/5/16