

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM741458

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hand and Stone Franchise Corp.		07/14/2022	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hand and Stone Franchise, LLC		
<b>Street Address:</b>	1210 Northbrook Drive		
<b>City:</b>	Trevose		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19053		
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3101296	HAND AND STONE	
<b>Registration Number:</b>	3137338	HAND AND STONE MASSAGE SPA	
<b>Registration Number:</b>	3684708	HAND AND STONE MASSAGE AND FACIAL SPA	
<b>Registration Number:</b>	4907601		
<b>Registration Number:</b>	5354270	HAND & STONE MASSAGE AND FACIAL SPA	
<b>Registration Number:</b>	5354264	HAND & STONE MASSAGE AND FACIAL SPA	
<b>Registration Number:</b>	4880654	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>	7324762488		
<b>Email:</b>	trademarks@greenbaumlaw.com		
<b>Correspondent Name:</b>	Juan Pablo Chavez		
<b>Address Line 1:</b>	99 Wood avenue south		
<b>Address Line 4:</b>	iselin, NEW JERSEY 08830		
<b>NAME OF SUBMITTER:</b>	Juan Pablo Chavez		
<b>SIGNATURE:</b>	/Juan Pablo Chavez/		
<b>DATE SIGNED:</b>	07/15/2022		

CH \$190.00 3101296

**Total Attachments: 4**

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## SERVICE MARK ASSIGNMENT AGREEMENT

This SERVICE MARK ASSIGNMENT AGREEMENT ("**Assignment Agreement**"), dated as of July 14, 2022, is made by and between Hand and Stone Franchise Corp., a New Jersey Corporation, located at 1210 Northbrook Drive, Suite 150, Trevose, PA 19053 (hereinafter "**Seller**"), and Hand and Stone Franchise LLC, a New Jersey Limited Liability Company located at 1210 Northbrook Drive, Suite 150, Trevose, PA 19053 (hereinafter "**Buyer**").

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, all of Seller's right, title, and interest in the Service Marks (as defined below) and related rights, together with the goodwill connected with the use of and symbolized by such Service Marks, subject to the terms and conditions set forth herein.

NOW THEREFORE, Seller and Buyer agree as follows:

1. Assignment. For good and valuable consideration of the sum of one dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts all of Seller's right, title, and interest in and to the following:

(a) the Service Mark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Service Marks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Service Marks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Assignment Agreement upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such

cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Service Marks to Buyer, or any assignee or successor thereto.

3. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment Agreement.

4. Successors and Assigns. This Service Mark Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

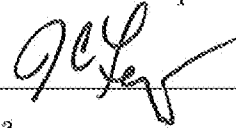
5. Governing Law. This Assignment Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Service Mark Assignment Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New Jersey, without giving effect to any choice or conflict of law provision or rule whether of the State of New Jersey or any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Service Mark Assignment Agreement as of the date first above written.

Hand and Stone Franchise Corp.

By \_\_\_\_\_



Name: John Teza

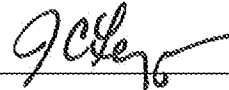
Title: CEO and President

Date: July 14, 2022

AGREED TO AND ACCEPTED:

Hand and Stone Franchise LLC

By \_\_\_\_\_



Name: John Teza




Title: CEO and President

Date: July 14, 2022

**SCHEDULE 1**

**Assigned Service Marks**

Service Mark Registrations

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
HAND AND STONE	New Jersey	3101296	June 6, 2006
HAND AND STONE MASSAGE SPA	New Jersey	3137338	August 29, 2006
HAND AND STONE MASSAGE AND FACIAL SPA	New Jersey	3684708	September 15, 2009
HAND AND STONE MASSAGE AND FACIAL SPA	New Jersey	4880654	January 5, 2016
	New Jersey	4907601	March 1, 2016
	New Jersey	5354270	December 12, 2017
	New Jersey	5354264	December 12, 2017