

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775081

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golub Capital LLC, as Administrative Agent		12/16/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Woodhouse Spas, LLC		
Street Address:	101 W Goodwin		
City:	Victoria		
State/Country:	TEXAS		
Postal Code:	77901		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2947742	THE WOODHOUSE DAY SPA	
Registration Number:	5113412	THE WOODHOUSE DAY SPA	
Registration Number:	4101913	THE WOODHOUSE DAY SPA	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-313		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	12/19/2022		
Total Attachments: 4			
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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this “Release”) is made as of December 16, 2022, by Golub Capital LLC, in its capacity as administrative agent for the Secured Parties (the “Administrative Agent”), in favor of The Woodhouse Spas, LLC, a Texas limited liability company (“Grantor”), pursuant to the Security Agreement (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Credit Agreement (as defined below) or the Security Agreement, as applicable.

W I T N E S S E T H:

WHEREAS, pursuant to the terms and conditions of that certain Credit Agreement, dated as of October 5, 2018, by and among Grantor, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time and Administrative Agent (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), Grantor entered into that certain Security Agreement, dated as of October 5, 2018, by and among Grantor, the other Grantors party thereto and the Administrative Agent (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in and to the Collateral;

WHEREAS, Grantor and the Administrative Agent were parties to that certain Trademark Security Agreement, dated as of September 11, 2020 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which Grantor granted a security interest in, lien on, and right of set-off against (the “Security Interest”) to the Administrative Agent, for the benefit of the Secured Parties, the Trademark Collateral (as defined below), including the Trademarks set forth on Schedule I hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on February 28, 2022 at Reel 7644, Frame 0992; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, the Administrative Agent hereby states as follows:

1. The Administrative Agent hereby terminates the Trademark Security Agreement and terminates, releases, and discharges its Security Interest, and all of its right, title and interest in, to and under the following (collectively the “Trademark Collateral”) shall hereby cease and become void:

- a. each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in Schedule I annexed hereto (collectively, the “Trademarks”);
- b. all proceeds and products of each such Trademark; and
- c. all goodwill associated with or symbolized by each Trademark.


2. The Administrative Agent hereby agrees, at Grantor's expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor shall reasonably request to evidence the release of the Security Interest contemplated hereby.

3. THIS RELEASE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. The terms of Sections 12.9 ("Governing Law") and 12.13 ("Waiver of Jury Trial") of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms

[Signature page follows]

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

GOLUB CAPITAL LLC, as the
Administrative Agent

By: 
Name: Marc C. Robinson
Title: Senior Managing Director

**SCHEDULE I
TO
TRADEMARK RELEASE**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

Trademark; Logo	Reg. No.	Reg. Date
THE WOODHOUSE DAY SPA	2947742	10-May-05
THE WOODHOUSE DAY SPA	5113412	3-Jan-17
THE WOODHOUSE DAY SPA (Stylized)	4101913	21-Feb-12

Trademark Applications:

None.