

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI101854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MESSAGE ENVY FRANCHISING, LLC		03/08/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	MESSAGE ENVY, LLC		
Street Address:	14350 N. 87th St.		
Internal Address:	Suite 200		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87665965	CYME	
Serial Number:	88261145	IF YOU DO ANYTHING WITH REGULARITY, YOUSHOULD GET MASSAGED WITH REGULARITY	
Serial Number:	88261135	KEEP YOUR BODY WORKING	
CORRESPONDENCE DATA			
Fax Number:	3474021997		
<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:	2123732619		
Email:	kshmorhun@paulweiss.com, ebensoul@paulweiss.com		
Correspondent Name:	Katerina Shmorhun		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul, Weiss, Rifkind, Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	017514-00195		
NAME OF SUBMITTER:	Katerina Shmorhun		
SIGNATURE:	Katerina Shmorhun		

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DATE SIGNED:	03/20/2024
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Total Attachments: 4

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SUPPLEMENTAL TRADEMARK ASSIGNMENT

This SUPPLEMENTAL TRADEMARK ASSIGNMENT (the “Trademark Assignment”) is made and entered into as of March 8, 2024, by and between MASSAGE ENVY FRANCHISING, LLC, a Delaware limited liability company located at 14350 N. 87th St., Suite 200, Scottsdale, AZ, 85260, (“Assignor”), and MASSAGE ENVY, LLC, a Delaware limited liability company located at 14350 N. 87th St., Suite 200, Scottsdale, AZ, 85260 (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, pursuant to the Pre-Contribution Transfer Agreement between the Parties dated June 18, 2019 (the “Agreement”), Assignor has assigned all right, title and interest in and to the Conveyed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the “Trademarks”), and all goodwill connected with the use of or symbolized thereby; *provided that* each Trademark became Conveyed IP only upon the filing and acceptance of an applicable statement of use with the United States Patent and Trademark Office (the “USPTO”); and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Conveyed IP, including the Trademarks, and the Parties wish to record such acquisition in the USPTO; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement); and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks, including to all products and proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to, on or after the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character with respect to the Trademarks, to have and to hold the same unto the Assignee and its successors and assigns forever.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the USPTO pursuant to 15 USC

Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Conveyed IP.

THIS TRADEMARK ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this
SUPPLEMENTAL TRADEMARK ASSIGNMENT to be duly executed and delivered as
of the date first written above.

ASSIGNOR

MESSAGE ENVY FRANCHISING, LLC

By: Kristin Paiva
Name: Kristin Paiva
Title: General Counsel and Secretary

ASSIGNEE

MESSAGE ENVY, LLC

By: Kristin Paiva
Name: Kristin Paiva
Title: General Counsel and Secretary

**Schedule 1
Trademarks**

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
CYME	87/665965	31-Oct-2017	6629424	25-Jan-2022
IF YOU DO ANYTHING WITH REGULARITY, YOU SHOULD GET MASSAGED WITH REGULARITY	88/261145	14-Jan-2019	6014714	17-Mar-2020
KEEP YOUR BODY WORKING	88/261135	14-Jan-2019	6014713	17-Mar-2020