

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI132546

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Nunc Pro Tunc Supplemental Notice of Grant of Back-Up Security Interest in Trademarks (Pre-Contribution) Effective date 12/25/2019
SEQUENCE:	2

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., Suite 200
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85260
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5944339	ME

CORRESPONDENCE DATA

Fax Number: 3122367516

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.

Phone: 3123684000

Email: ch.tm@dlapiper.com,peggy.mcbride@dlapiper.com

Correspondent Name: Michael A Geller Esq.

Address Line 1: DLA Piper LLP (US)

Address Line 2: P.O. Box 64807

Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	307475.000011
NAME OF SUBMITTER:	Peggy McBride
SIGNATURE:	Peggy McBride
DATE SIGNED:	03/29/2024

Total Attachments: 4

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SUPPLEMENTAL NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS

This Supplemental Notice of Grant of Back-up Security Interest in Trademarks (the “Notice”), is made and entered into on March 8, 2024 with an effective date of December 25, 2019, by MASSAGE ENVY FRANCHISING, LLC, a Delaware limited liability company located at 14350 N. 87th St., Suite 200, Scottsdale, AZ, 85260, (“Grantor”), in favor of MASSAGE ENVY, LLC, a Delaware limited liability company located at 14350 N. 87th St., Suite 200, Scottsdale, AZ, 85260 (“Secured Party”) (collectively referred to as the “Parties”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks, including the associated registrations and applications for registration, set forth on Schedule 1 attached hereto (collectively, the “Trademarks”) and the goodwill connected with the use of or symbolized thereby; and

WHEREAS, pursuant to the Pre-Contribution Transfer Agreement between the Parties dated June 18, 2019 (the “Agreement”), solely in the event that a court of competent jurisdiction were to hold that the distribution of certain intellectual property defined in the Agreement as the Conveyed IP thereunder does not constitute a valid distribution or absolute transfer of such Conveyed IP in accordance therewith, but instead constitutes a loan, Grantor has granted a security interest in Grantor’s right, title and interest in, to and under such Conveyed IP, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and all products and proceeds of the foregoing, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, 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 from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the “Trademark Collateral”); *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 Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the USPTO to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the distribution of the Trademarks pursuant to the Agreement does not constitute a valid distribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants a security interest in favor of the Secured Party in all of Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or hereafter acquired by Grantor, to secure such loan in the aggregate value of the Conveyed Assets; *provided that* the grant of security interest hereunder shall not include any application for registration of a

Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, 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 grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, canceled, voided or abandoned.

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

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.

3. THIS NOTICE 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).

4. This Notice 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 NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

MESSAGE ENVY FRANCHISING, LLC

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

**Schedule 1
Trademarks**

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
ME and Design	86/595594	13-Apr-2015	5944339	24-Dec-2019