

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM756152

<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>
Innovative Spa Management, LLC		09/09/2022	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WTS International, LLC		
<b>Street Address:</b>	3200 TOWER OAKS BLVD		
<b>Internal Address:</b>	STE 400		
<b>City:</b>	ROCKVILLE		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20852		
<b>Entity Type:</b>	Limited Liability Company: D.C.		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97428455	INNOVATIVE SPA MANAGEMENT	
<b>Serial Number:</b>	97412509	PRIVAI	
<b>Serial Number:</b>	97412503	PRIVAI   SPA + SALON	
<b>Serial Number:</b>	97412498		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124920673		
<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>	2123733673		
<b>Email:</b>	sdanzeisen@paulweiss.com, mangelopoulos@paulweiss.com, mmcguire@paulweiss.com		
<b>Correspondent Name:</b>	Summer P. Danzeisen		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 2:</b>	Paul Weiss Rifkind Wharton & Garrison LLP		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	022840-011		
<b>NAME OF SUBMITTER:</b>	Summer P. Danzeisen		
<b>SIGNATURE:</b>	/Summer P. Danzeisen/		

CH \$115.00 97428455

<b>DATE SIGNED:</b>	09/19/2022
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**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of September 9, 2022, is made by and between Innovative Spa Management, LLC, a North Carolina limited liability company ("Assignor") and WTS International, LLC, a District of Columbia limited liability company ("Assignee" and, together with Assignor, the "Parties").

### WITNESSETH:

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to sell, transfer, assign, convey, and deliver to the Assignee, and the Assignee desires to purchase, acquire, and accept from Assignor, all of Assignor's right, title, and interest in, to, and under all of Assignor's issued and applied for trademarks listed on Schedule I, and all of the goodwill associated therewith in any jurisdiction (the "Trademarks"); and

WHEREAS, the Assignee desires to accept all of the Assignor's right, title and interest in and to the Trademarks, on the terms and subject to the conditions provided herein.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Assignor hereby sells, transfers, assigns, conveys, and delivers to the Assignee, and the Assignee hereby purchases, acquires, and accepts from the Assignor, all of Assignor's right, title, and interest in, to and under the Trademarks, together with all goodwill associated with the use of or symbolized by the Trademarks, including all (i) rights to collect royalties and proceeds in connection therewith, (ii) all rights to sue and recover for past, present, and future infringements, misappropriations or other violations of such Trademarks against any Persons (regardless of whether or not such claims and causes of action have been asserted by Assignor), and (iii) rights to protection of interests in the foregoing under the Laws of all jurisdictions, including all registrations, renewals, extensions, combinations, divisions, or reissues of, and applications for any of the rights referred to above in this Section 1. Assignor authorizes and requests that the USPTO, and the corresponding entities or agencies in any foreign countries or multinational authorities (as applicable), record Assignee as the owner of the Trademarks.

Section 2. Applicable Law, Jurisdiction and Venue. Section 5.8 of the Purchase Agreement is hereby incorporated herein *mutatis mutandis*. Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same instrument. This Agreement shall become effective when all of the Parties shall have executed this Agreement. This Agreement may be delivered by a Party via electronic transmission (including a facsimile or .pdf) of an executed signature page to this Agreement.


Section 4. Further Assurances. The Assignor further agrees to use commercially reasonable efforts to (i) execute all documents and (ii) do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Assignment. In addition, and without limiting the generality of the foregoing, the Assignor further agrees, at the reasonable request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the Trademarks to the extent feasible with the resources reasonably available to the Assignor.

*[Signatures on Next Page]*

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

INNOVATIVE SPA MANAGEMENT, LLC

By:  \_\_\_\_\_  
Name: Christina Stratton  
Title: Manager

ASSIGNEE:

WTS INTERNATIONAL, LLC



By: Barry Goldstein

Name: Barry Goldstein

Title: Chief Executive Officer

**Schedule 1**

Trademarks:

Mark	Serial No. / Reg. No. / Jurisdiction	Filing Date / Reg. Date	Owner of Record	Status
INNOVATIVE SPA MANAGEMENT	97/428,455 N/A US	05/25/202 2 N/A	Innovative Spa Management LLC	Pending Application
PRIVAI	97/412,509 N/A US	05/16/202 2 N/A	Innovative Spa Management, LLC	Pending Application
 privai   SPA + SALON	97/412,503 N/A US	05/16/202 2 N/A	Innovative Spa Management, LLC	Pending Application
	97/412,498 N/A US	05/16/202 2 N/A	Innovative Spa Management, LLC	Pending Application