

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530454

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Xpressa Holdings, LLC | | 06/28/2019 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | B3D, LLC | | |
| Street Address: | 9935D Rea Road #317 | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28277 | | |
| Entity Type: | Limited Liability Company: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 15 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87644752 | XPRES | |
| Serial Number: | 87643590 | XPRESRECOVER | |
| Registration Number: | 4151645 | XPRESSPA | |
| Registration Number: | 4411490 | XPRESSPA | |
| Registration Number: | 4319016 | XPRESSPA | |
| Registration Number: | 4534531 | XPRESSPA | |
| Registration Number: | 4534530 | XPRESSPA | |
| Registration Number: | 3403695 | XPRESSPA | |
| Registration Number: | 3376627 | XPRESSPA | |
| Registration Number: | 3332887 | XPRESSPA | |
| Registration Number: | 3324061 | XPRESSPA | |
| Registration Number: | 3318371 | XPRESSPA | |
| Registration Number: | 3261206 | XPRESSPA | |
| Registration Number: | 3310036 | XPRESSPA | |
| Registration Number: | 3192759 | XPRESSPA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |

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Email: pto@sillscummis.com
Correspondent Name: Stanley Seuradge
Address Line 1: 101 Park Avenue
Address Line 4: New York, NEW YORK 10178

NAME OF SUBMITTER: Stanley Seuradge

SIGNATURE: /Stanley Seuradge/

DATE SIGNED: 07/03/2019

Total Attachments: 3

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TRADEMARK ASSIGNMENT OF SECURITY

This Trademark Assignment of Security (this “**Assignment**”), dated as of June 28, 2019, is made by XPRESSPA HOLDINGS, LLC, a Delaware limited liability company (the “**Grantor**”), having an office at 780 Third Avenue, 12th Floor, New York, NY 10017, for the benefit of B3D, LLC, a North Carolina limited liability company having an office at 9935D Rea Road #317, Charlotte, NC 28277 (the “**Lender**”).

WHEREAS, Grantor owns, has adopted, used and is using the trademarks shown in the attached Schedule A (the “**Marks**”), for which there are registrations and/or applications in the United States Patent and Trademark Office (the “**USPTO**”) as shown in the attached Schedule A; and

WHEREAS, Grantor is obligated to Lender pursuant to the Credit Agreement, dated as of April 22, 2015 as amended by the First Agreement to Credit Agreement and Waiver dated August 8, 2016, the Second Amendment dated May 10, 2017, the Third Amendment dated as of May 11, 2018, and as further amended, restated, extended, renewed, replaced, supplemented or otherwise modified from time to time (as amended, the “**Credit Agreement**”), pursuant to which Grantor and its subsidiaries have entered into the Security Agreement dated as of April 22, 2015 as amended, restated, extended, renewed, replaced, supplemented or otherwise modified from time to time (the “**Security Agreement**” and, together with the Credit Agreement, collectively the “**Agreements**”); and

WHEREAS, pursuant to the Agreements Grantor has granted to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor, to secure the prompt payment, performance and observance of Grantor’s Obligations to Lender (as defined in the Agreements).

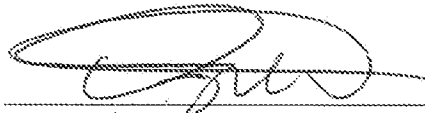
NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and for the purpose of recording the grant of security in the USPTO, Grantor does hereby assign unto Lender and grants to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Grantor hereby expressly acknowledges and affirms that the rights and remedies of Lender with respect to this Assignment and the security interest granted hereby in the Marks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its duly authorized office as of the date written above.


XPRESSPA HOLDINGS, LLC

By: 
Name: Douglas Satzman
Title: President

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the 24th day of June _____, 2019, before me, the undersigned, a notary public in and for said state, personally appeared Douglas Satzman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JESSICA BENIGNO
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50054955
My Commission Expires 02/16/2022

Notary Public 

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated June 28, 2019, by and between
XPRESSPA HOLDINGS, LLC and B3D, LLC

**Registered Trademarks in and Pending Applications before the
United States Patent and Trademark Office**

| <u>TRADEMARK</u> | SERIAL NUMBER | FILING DATE | REGISTRATION NUMBER | REGISTRATION DATE |
|-------------------------|--------------------------|------------------------|--------------------------------|------------------------------|
| XPRES | 87644752 | October 13, 2017 | | |
| XPRESRECOVER | 87643590 | October 12, 2017 | | |
| XPRESSPA | 85357911 | | 4151645 | May 29, 2012 |
| XPRESSPA | 85350374 | | 4411490 | October 1, 2013 |
| XPRESSPA | 85978627 | | 4319016 | April 9, 2013 |
| XPRESSPA | 85850360 | | 4534531 | May 20, 2014 |
| XPRESSPA | 85850340 | | 4534530 | May 20, 2014 |
| XPRESSPA | 78977493 | | 3403695 | March 25, 2008 |
| XPRESSPA | 78977494 | | 3376627 | January 29, 2008 |
| XPRESSPA | 78977497 | | 3332887 | November 6, 2007 |
| XPRESSPA | 78804501 | | 3324061 | October 30, 2007 |
| XPRESSPA | 78977498 | | 3318371 | October 23, 2007 |
| XPRESSPA | 78977496 | | 3261206 | July 10, 2007 |
| XPRESSPA | 78977495 | | 3310036 | October 9, 2007 |
| XPRESSPA | 78785839 | | 3192759 | January 2, 2007 |