

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BINN AND PARTNERS, LLC		08/15/2008	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	1185 Avenue of the Americas
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	ASSOCIATION:

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	3403695	XPRESSPA
Registration Number:	3324061	XPRESSPA
Registration Number:	3192759	XPRESSPA
Registration Number:	3318371	XPRESSPA
Registration Number:	3332887	XPRESSPA
Registration Number:	3261206	XPRESSPA
Registration Number:	3310036	XPRESSPA
Registration Number:	3376627	XPRESSPA
Registration Number:	3206333	XPRESSPA
Registration Number:	3043636	XPRESSPA @ THE AIRPORT
Serial Number:	77082260	XPRESSMILE
Serial Number:	77082182	XPRESSMILE

**CORRESPONDENCE DATA**

OP \$315.00 3403695

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3016380511  
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Address Line 1: 21 Tadcaster Circle  
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ATTORNEY DOCKET NUMBER:	33646
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/20/2008

Total Attachments: 4  
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**GRANT OF SECURITY INTEREST (TRADEMARKS)**

The undersigned, **BINN AND PARTNERS, LLC**, a New York limited liability company (the "*Grantor*"), is obligated to **BANK OF AMERICA, N. A.** (the "*Secured Party*") under the Credit Agreement, dated as of August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), by and between the Grantor and the Secured Party, and pursuant to which the Grantor has entered into the Security Agreement, dated as of August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by and between the Grantor, the affiliates of the Grantor from time to time party thereto and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the present and future right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 1185 Avenue of the Americas, New York, New York 10036.

**IN WITNESS WHEREOF**, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the 15<sup>th</sup> day of August 2008.

**BINN AND PARTNERS, LLC**


By \_\_\_\_\_

Name:

Title:

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

On the 15<sup>th</sup> day of August in the year 2008 before me, the undersigned, personally appeared Miretra Binn, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

April 16, 2011

MATTHEW S. PODELL  
Notary Public, State of New York  
No. 02PO6057294  
Qualified in New York County  
Commission Expires April 16, 2011

Schedule 1  
to  
Grant of Security Interest (Trademarks)  
by Binn and Partners, LLC  
Dated as of August 15, 2008

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
XPRESSPA	78977493	3403695	March 25, 2008
XPRESSPA	78804501	3324061	October 30, 2007
XPRESSPA	78785839	3192759	January 2, 2007
XPRESSPA	78977498	3318371	October 23, 2007
XPRESSPA	78977497	3332887	November 6, 2007
XPRESSPA	78977496	3261206	July 10, 2007
XPRESSPA	78977495	3310036	October 9, 2007
XPRESSPA	78977494	3376627	January 29, 2008
XPRESSPA	78948135	3206333	February 6, 2007
XPRESSPA @ THE AIRPORT	76594465	3043636	January 17, 2006

<u>MARK APPLICATION</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NO.</u>	<u>FILING DATE</u>
XPRESSMILE	77082260		January 12, 2007
XPRESSMILE	77082182		January 12, 2007