

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Binn and Partners, LLC		11/04/2011	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85350374	XPRESSPA	
Serial Number:	85357911	XPRESSPA	
Serial Number:	85074000	XPRESSPA 24/7	
Serial Number:	85108982	XPRESSPA	
Registration Number:	4007509	XPRESSPA	
CORRESPONDENCE DATA			
Fax Number:	(212)336-8001		
Phone:	212-336-8000		
Email:	ptodocket@arelaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Holly Pekowsky, Esq.		
Address Line 1:	90 Park Avenue		
Address Line 2:	AMSTER, ROTHSTEIN & EBENSTEIN LLP		
Address Line 4:	New York, NEW YORK 10016		

CH \$140.00 85350374

ATTORNEY DOCKET NUMBER:	9875/94
NAME OF SUBMITTER:	Holly Pekowsky
Signature:	/Holly Pekowsky/
Date:	11/11/2011
Total Attachments: 3 source=BofA Grant of Security Interest (Trademarks) - for filing with USPTO#page1.tif source=BofA Grant of Security Interest (Trademarks) - for filing with USPTO#page2.tif source=BofA Grant of Security Interest (Trademarks) - for filing with USPTO#page3.tif	

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: One Bryant Park, New York, New York 10036.

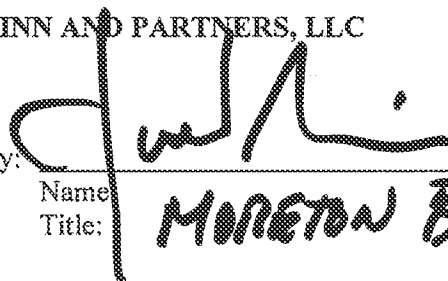
IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the 7th day of November 2011.

BINN AND PARTNERS, LLC

By:

Name:

Title:

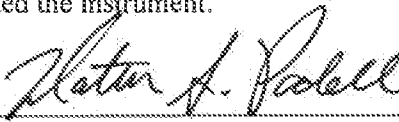

MORETON Binin
Manager.

Schedule 1
to
Grant of Security Interest (Trademarks)
by Binn and Partners, LLC
Dated as of November 4, 2011

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
XPRESSPA Stylized	85/350,374	June 20, 2011		
XPRESSPA (Jet Design)	85/357,911	June 28, 2011		
XPRESSPA 24/7	85/074,000	June 29, 2011		
XPRESSPA Logo	85/108,982	August 17, 2010		
XPRESSPA Logo	85/110,119	August 18, 2010	4007509	August 2, 2011

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

On the 4th day of November in the year 2011 before me, the undersigned, personally appeared Moreton 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

MATTHEW S. PODELL
Notary Public, State of New York
No. 31-02PO6057294
Qualified in New York County
Commission Expires April 16, 2015

My Commission Expires:

April 16, 2015