

PREPARED BY AND WHEN RECORDED RETURN TO:

Reid H. Harbin, Esq.
Sturgeon & Harbin, LLC
3060 Peachtree Road, NW, Suite 970
Atlanta, Georgia 30305

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, Heather M. Brooks and Michael L. Brooks, wife and husband, whose address is 224 Short Front Lane, Wilsonville, Alabama 35186 (hereinafter referred to as the "Grantor"), said Grantor being the fee owner of premises situated in Shelby County, State of Alabama, and described as follows:

See Exhibit "A" attached hereto and made a part hereof (the "Premises").

AND, WHEREAS, FIRST NATIONAL BANK OF ARIZONA, having its principal place of business at 17600 North Perimeter Drive, Scottsdale, Arizona 85255 (hereinafter referred to as the "Lender"), is the owner and holder of a Promissory Note ("Note") of even date herewith to HMB Holdings, L.L.C. dba Massage Envy (the "Borrower"), in the original principal sum of Three Hundred Sixty-Six Thousand and No/100 Dollars (\$366,000.00) secured by a Security Agreement (the Promissory Note and Security Agreement are hereinafter collectively referred to as the "Loan Documents") evidencing a loan to said Borrower in the amount of Three Hundred Sixty-Six Thousand and No/100 Dollars (\$366,000.00) covering personal property located at 224 Short Front Lane, Wilsonville, Alabama 35186. Said Note is due and payable, on April 18, 2018 (the "Maturity Date"); and

WHEREAS, Lender, as a condition to making the loan, has required an assignment of the leases and rents affecting the Premises as additional security for said loan and for the performance by Grantor of each and all of Grantor's obligations, covenants, promises and agreements as set forth in the Loan Documents between the parties hereto bearing even date herewith, in this Agreement, and in any other instrument securing said loan, and any extensions, modifications and renewals thereof;

NOW THEREFORE, in consideration of Lender making said loan, Grantor hereby grants, assigns, transfers and sets over unto Lender all right, title and interest of Grantor in and to all rents, issues

and profits from or affecting the Premises described herein, together with Grantor's right, title and interest in and to any and all leases for the use and occupation of the Premises described herein, which are now in existence or which may be executed in the future during the term of this Assignment.

Lender, by acceptance of this Assignment, covenants and agrees to and with Grantor, that, until a default shall occur in the performance of Grantor's covenants or in the making of the payments provided for in the Loan Documents, or any other instrument securing the balance due, Grantor may receive, collect and enjoy the rents, issues and profits accruing under said leases but it is covenanted and agreed by Grantor that, upon the happening of any default in the performance of the covenants or in the making of the payments provided for in the Loan Documents, or any other instrument securing the balance due, bearing even date herewith, Lender may, at its option, receive and collect all the said rents, issues and profits in the name of Grantor or in its own name as assignee.

Grantor, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the Loan Documents, or any other instrument securing the balance due, hereby authorizes and empowers Lender, at its option, to enter upon the said Premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said Premises; Grantor hereby authorizes Lender in general to perform all acts necessary for the operation and maintenance of said Premises in the same manner and to the same extent that Grantor might reasonably so act. Lender shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within Assignment and from the Premises, to any amounts due Lender from Grantor under the terms and provisions of the Loan Documents, and any other instrument securing the balance due. The manner of the application of such net income and the items which shall be credited shall be within the sole discretion of Lender. While acting pursuant to this Agreement, Lender shall not be liable for failure to collect rents, but may make reasonable efforts to collect rents, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted.

Grantor hereby covenants and warrants to Lender that Grantor has not executed any prior assignment of said leases or rentals, nor has Grantor performed any acts or executed any other instrument which might prevent Lender from operating under any of the terms and conditions of this Assignment, or which would limit Lender in such operations. Grantor covenants not to collect the rents of said Premises in advance, other than as required to be paid in advance by the terms of any rental agreement, and further agrees not to do any other act which would destroy or impair the benefits to Lender of this Assignment.

Grantor hereby irrevocably authorizes and directs the tenants and any successor to their interests, upon receipt of any written request of Lender stating that a default exists in the payments due under or in the performance of any of the terms, covenants or conditions of the Loan Documents, or any other instrument securing the balance due, to pay to Lender the rents due and to become due under the leases. Grantor agrees that each tenant shall have the right to rely upon any such statement and request without any obligation or right to inquire as to whether such default actually exists,

notwithstanding any notice from or claim of Grantor to the contrary. Grantor shall have no right to claim against the tenants for any such rents so paid by tenant to Lender. Upon the curing of all defaults, Lender shall give written notice thereof to each tenant; and thereafter, until the possible receipt of any further similar written requests of Lender, tenants shall pay the rents to Grantor.

Nothing herein shall be construed so as to deprive Lender of any of its rights under the provisions of the Loan Documents, or any other instrument securing the balance due, whether or not it exercise its rights under this Agreement.

A release of said Mortgage securing the personal guarantees of Grantor shall automatically constitute and be considered as an effective and complete release of this Agreement.

Dated: 4/18, 2008

Heather M. Brooks (SEAL)
Heather M. Brooks

Michael L. Brooks (SEAL)
Michael L. Brooks

STATE OF ALABAMA)
) ss.
COUNTY OF Shelby)

On this 21st day April, 2008, before me personally appeared Michael L. Brooks and Heather M. Brooks, to me known to be the individuals that executed the within and foregoing instrument, and acknowledged the said instrument to be their free and voluntary act, for the uses and purposes therein mentioned, and on oath stated they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature Lynnda J. Freeman
Name: Lynnda J. Freeman

My Commission Expires: 7/5/09

Exhibit "A"

THE FOLLOWING DESCRIBED REAL PROPERTY IN SHELBY COUNTY, ALABAMA
TO WIT:

LOT 335 ACCORDING TO THE SURVEY OF LAKEWOOD, PHASE 3 AS
RECORDED IN MAP BOOK 36, PAGE 81 IN THE PROBATE OFFICE OF SHELBY
COUNTY. ALABAMA.