

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6266590

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
REA.DEEMING BEAUTY, INC.	08/14/2020

**RECEIVING PARTY DATA**

<b>Name:</b>	SIENA LENDING GROUP LLC
<b>Street Address:</b>	9 W BROAD STREET
<b>Internal Address:</b>	5TH FLOOR
<b>City:</b>	STAMFORD
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06902

**PROPERTY NUMBERS Total: 22**

Property Type	Number
Patent Number:	9226563
Patent Number:	10441058
PCT Number:	US1620120
Application Number:	15402979
PCT Number:	US1712851
Application Number:	62650532
Application Number:	62691546
Application Number:	62716171
Application Number:	16271756
Application Number:	62803397
Application Number:	16369839
PCT Number:	US1924858
Application Number:	16370053
PCT Number:	US1924911
Application Number:	62869460
Application Number:	16536295
PCT Number:	US1945815
Application Number:	16600111
Application Number:	16785481

PATENT

Property Type	Number
PCT Number:	US2017349
Application Number:	16917724
PCT Number:	US2040367

**CORRESPONDENCE DATA**

**Fax Number:** (800)914-4240

*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.*

**Phone:** 8007130755

**Email:** Ted.Mulligan@wolterskluwer.com

**Correspondent Name:** CT CORPORATION

**Address Line 1:** 4400 EASTON COMMONS WAY

**Address Line 2:** SUITE 125

**Address Line 4:** COLUMBUS, OHIO 43219

**NAME OF SUBMITTER:** ANDREW F. GARCIA

**SIGNATURE:** /Andrew F. Garcia/

**DATE SIGNED:** 08/25/2020

**Total Attachments: 14**  
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### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

REA.DEEMING BEAUTY, INC.

Additional name(s) of conveying party(ies) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) August 14, 2020

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: SIENA LENDING GROUP LLC

Internal Address: \_\_\_\_\_

Street Address: 9 W Broad Street, 5th Floor

City: Stamford

State: Connecticut

Country: U.S.A. Zip: 06902

Additional name(s) & address(es) attached?  Yes  No

**4. Application or patent number(s):**

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule 1a

See Schedule 1a

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Andrew Garcia

Internal Address: \_\_\_\_\_

Street Address: 230 Park Avenue

City: New York

State: New York Zip: 10169

Phone Number: (212) 905-3705

Docket Number: \_\_\_\_\_

Email Address: AGarcia@otterbourg.com

**6. Total number of applications and patents involved:** 47

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized UserName \_\_\_\_\_

**9. Signature:**

  
Signature

8/25/2019

Date

Andrew F. Garcia

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**PATENT**

**REEL: 053597 FRAME: 0595**

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") dated as of August 14, 2020 by REA. DEEMING BEAUTY, INC., a California corporation ("**Grantor**"), in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors, participants, and assigns, "**Lender**"):

### W I T N E S S E T H

WHEREAS, Grantor, certain of Grantor's Affiliates, and Lender are parties to a certain Loan and Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "**Loan Agreement**") providing for the extensions of credit to be made to Grantor, as borrower, by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in, to, and under the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any renewals, reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright, or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all registered and/or pending applications for registration of trademarks, patents and copyrights owned by Grantor as of the date hereof.

4. Right to Bring Suit. Grantor shall have the right to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, provided Grantor gives notice of such suit to Lender in accordance with Section 7 hereof and Section 10.10 of the Loan Agreement. Lender may, at Lender's option, be joined as a nominal party to such suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and

indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.10 of the Loan Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**REA. DEEMING BEAUTY, INC.**

By:   
Name: Rana Ann Silva  
Title: CEO / founder

*[Signature page to Intellectual Property Security Agreement]*



**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA       :  
STATE OF \_\_\_\_\_                :  
COUNTY OF \_\_\_\_\_            :

SS

On August \_\_, 2020, [\_\_\_\_\_] before me personally appeared \_\_\_\_\_, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Rea. Deeming Beauty, Inc., that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



**SCHEDULE 1**

(a) Patents and Patent Licenses

<b>Patent</b>	<b>Application Number</b>	<b>Registration Date</b>	<b>Patent Number</b>
COSMETIC APPLICATION TOOL AND CONTAINER SYSTEM AND METHOD	14/176,849	1/5/2016	9226563
COSMETIC BLOTTING TOOL AND CONTAINER SYSTEM AND METHOD	15/056,941	10/15/2019	10441058
COSMETIC BLOTTING TOOL AND CONTAINER SYSTEM AND METHOD	PCT/US16/20120		
MAKEUP TOOL	30201602732T	8/3/2016	30201602732T
MAKEUP TOOL	201613951	7/28/2016	201613951
MAKEUP TOOL	169618	5/11/2017	169618
MAKEUP TOOL	003316710-0001	7/22/2016	003316710-0001
MAKEUP TOOL	1601416.1	1/13/2017	1601416.1
MAKEUP TOOL	2016508263	4/19/2017	103097
MAKEUP TOOL	10003127-02		
MAKEUP TOOL FOR APPLYING MAKEUP	2016303417929	5/10/2017	ZL2016303417929

MAKEUP TOOL	10003783-02		
COSMETIC APPLICATOR TOOL AND CONTAINER SYSTEM	15/402,979		
COSMETIC APPLICATOR TOOL AND CONTAINER SYSTEM	PCT/US17/12851		
COSMETIC APPLICATOR TOOL AND CONTAINER SYSTEM	11201806314X		
FOUNDATION PUMP	62/650,532		
COSMETIC TOOL WITH ROLLING APPLICATOR	62/691,546		
COSMETIC APPLICATOR TOOL AND CONTAINER SYSTEM	3012449		
COSMETIC APPLICATOR TOOL AND CONTAINER SYSTEM	MX/a/2018/009033		
COSMETIC APPLICATOR TOOL AND CONTAINER SYSTEM	2017900005731	1/24/2020	ZL 2017 9 00005731
MAKEUP TOOL AND APPLICATOR	62/716,171		
COSMETIC APPLICATOR TOOL AND CONTAINER SYSTEM	2017210945	6/24/2020	2017101882
COSMETIC BLOTTING TOOL AND CONTAINER SYSTEM AND METHOD	11201807082V		
COSMETIC APPLICATOR TOOL AND CONTAINER SYSTEM	10-2018-7024311		
COSMETIC APPLICATOR TOOL AND CONTAINER SYSTEM	201891689		

COSMETIC APPLICATOR TOOL AND CONTAINER SYSTEM	17744670.5		
COSMETIC BLOTTING TOOL AND CONTAINER SYSTEM AND METHOD	3015972		
COSMETIC BLOTTING TOOL AND CONTAINER SYSTEM AND METHOD	MX/a/2018/010397		
COSMETIC BLOTTING TOOL AND CONTAINER SYSTEM AND METHOD	2016396026	6/17/2020	2016102442
COSMETIC BLOTTING TOOL AND CONTAINER SYSTEM AND METHOD	2018133503	11/12/2019	2705978
COSMETIC BLOTTING TOOL AND CONTAINER SYSTEM AND METHOD	10-2018-7027875		
COSMETIC BLOTTING TOOL AND CONTAINER SYSTEM AND METHOD	16892852.1		
CONTAINER FOR COSMETIC SPONGE APPLICATOR	16/271,756		
CONTAINER FOR COSMETIC SPONGE APPLICATOR	62/803,397		
CONTAINER AND DISPENSER SYSTEM AND APPARATUS	16/369,839		
CONTAINER AND DISPENSER SYSTEM AND APPARATUS	PCT/US19/024858		
COSMETIC TOOL WITH ROLLING APPLICATOR	16/370,053		
COSMETIC TOOL WITH ROLLING APPLICATOR	PCT/US19/24911		

COLOR CHANGING COSMETIC TOOL	62/869,460		
MAKEUP TOOL AND APPLICATOR	16/536,295		
MAKEUP TOOL AND APPLICATOR	PCT/US19/45815		
COSMETIC BLOTTING TOOL AND CONTAINER SYSTEM AND METHOD	2016900015813		
COSMETIC BLOTTING TOOL AND CONTAINER SYSTEM AND METHOD	16/600,111		
CONTAINER FOR COSMETIC SPONGE APPLICATOR	16/785,481		
CONTAINER FOR COSMETIC SPONGE APPLICATOR	PCT/US20/17349		
COLOR CHANGING COSMETIC TOOL	16/917,724		
COLOR CHANGING COSMETIC TOOL	PCT/US20/40367		

PATENT

REEL: 053597 FRAME: 0604

(b) Trademarks and Trademark Licenses

Trademark		Serial Number		Registration Date		Registration Number	

(c) Copyrights and Copyright Licenses

<b>Copyright</b>	<b>Registration Date</b>	<b>Registration Number</b>

## POWER OF ATTORNEY

August 14, 2020

REA. DEEMING BEAUTY, INC., a California corporation (“Grantor”), hereby authorizes SIENA LENDING GROUP LLC, its successors and assigns, and any officer or agent thereof (“Lender”) under that certain Loan and Security Agreement among Lender, Grantor, and certain of Grantor’s Affiliates dated as of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the “Loan Agreement”), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement), as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantor and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Intellectual Property Agreement”), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Patent, Trademark and Copyright Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.


Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents other than any actions which constitute gross negligence or willful misconduct.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

**[SIGNATURE APPEARS ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as a deed, as of the date first set forth above.

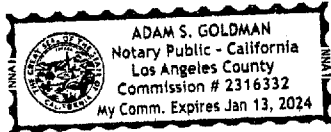
REA. DEEMING BEAUTY, INC..

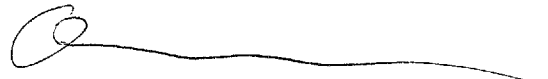
By:   
Name: REA ANN SILVA  
Title: FOUNDER & CEO

**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF Cal: Bernson : SS  
COUNTY OF Los Angeles :

On August 12, 2020, before me personally appeared Rea Ann Silva to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Rea. Deeming Beauty, Inc., and that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



  
Notary Public Adam S. Goldman  
My Commission Expires: 01-13-2024

*[Power of Attorney to Intellectual Property Security Agreement]*