

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8113684

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
SIENA LENDING GROUP LLC	08/10/2023

RECEIVING PARTY DATA

Name:	REA.DEEMING BEAUTY, INC.
Street Address:	3864 COURTNEY STREET
Internal Address:	SUITE 190
City:	BETHLEHEM
State/Country:	PENNSYLVANIA
Postal Code:	18017

PROPERTY NUMBERS Total: 20

Property Type	Number
Application Number:	14176849
Application Number:	15056941
Application Number:	15402979
Application Number:	16271756
Application Number:	16369839
Application Number:	16370053
Application Number:	16536295
Application Number:	16600111
Application Number:	16785481
Application Number:	16917724
PCT Number:	US1620120
PCT Number:	US1712851
Application Number:	62650532
Application Number:	62691546
Application Number:	62716171
Application Number:	62803397
PCT Number:	US1924858
PCT Number:	US1924911
Application Number:	62869460

PATENT

Property Type	Number
PCT Number:	US1945815

CORRESPONDENCE DATA

Fax Number: (805)584-6427
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: 805-579-2500
Email: docketing@conceptip.com
Correspondent Name: CONCEPT IP LLP
Address Line 1: 11601 WILSHIRE BLVD., FIFTH FLOOR
Address Line 4: LOS ANGELES, CALIFORNIA 90025

ATTORNEY DOCKET NUMBER:	BEAU-TY999G
NAME OF SUBMITTER:	PEJMAN YEDIDSION
SIGNATURE:	/pejman yedidsion/
DATE SIGNED:	08/15/2023

Total Attachments: 18

source=Release of Intellectual Property Security Agreement - Patents (Siena Rea.deeming) [Executed](4901708.1)#page1.tif
source=Release of Intellectual Property Security Agreement - Patents (Siena Rea.deeming) [Executed](4901708.1)#page2.tif
source=assignment-pat-53597-593#page1.tif
source=assignment-pat-53597-593#page2.tif
source=assignment-pat-53597-593#page3.tif
source=assignment-pat-53597-593#page4.tif
source=assignment-pat-53597-593#page5.tif
source=assignment-pat-53597-593#page6.tif
source=assignment-pat-53597-593#page7.tif
source=assignment-pat-53597-593#page8.tif
source=assignment-pat-53597-593#page9.tif
source=assignment-pat-53597-593#page10.tif
source=assignment-pat-53597-593#page11.tif
source=assignment-pat-53597-593#page12.tif
source=assignment-pat-53597-593#page13.tif
source=assignment-pat-53597-593#page14.tif
source=assignment-pat-53597-593#page15.tif
source=assignment-pat-53597-593#page16.tif

RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Patents)

August 10, 2023

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of August 14, 2020, which was recorded in the United States Patent and Trademark Office at Reel 053597, Frame 0593, on August 25, 2020, Rea.Deeming Beauty, Inc., a California corporation (“Grantor”), granted in favor of Siena Lending Group LLC, a Delaware limited liability company (together with its successors, participants and assigns, “Lender”), a security interest in all of the Patents (as defined in the Intellectual Property Security Agreement), together with any renewals, reissues, continuations or extensions thereof (the “Released Collateral”); and

WHEREAS, the obligations of Grantor that were secured by the Intellectual Property Security Agreement have been satisfied; and

WHEREAS, Grantor has requested and Lender has agreed to provide this Release of Intellectual Property Security Agreement to confirm the release, relinquishment and discharge of its security interest in the Released Collateral.

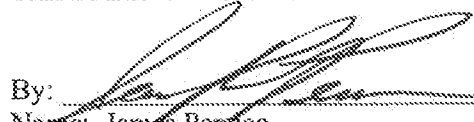
NOW, THEREFORE, in consideration of the foregoing, intending to be legally bound and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Lender hereby agrees as follows:

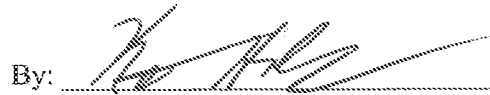
1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement.
2. Release of Security Interest. Lender hereby (i) terminates, releases, relinquishes and discharges its security interest in the Released Collateral, and (ii) reassigns, transfers and conveys to the Grantor any right, title and interest of Lender in the Released Collateral, in each case, without recourse or representation or warranty, express or implied, of any kind.
3. Authorization. Lender hereby authorizes Grantor or Grantor’s agent to record this Release of Intellectual Property Security Agreement with the United States Patent and Trademark Office.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Release of Intellectual Property Security Agreement to be duly executed as of the date first written above.

SIENA LENDING GROUP LLC

By: 
Name: James Persico
Title: Authorized Signatory

By: 
Name: Keith Holler
Title: Authorized Signatory

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6266590

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	SIENA LENDING GROUP LLC
Street Address:	9 W BROAD STREET
Internal Address:	5TH FLOOR
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	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
source=IP filing#page1.tif
source=IP filing#page2.tif
source=IP filing#page3.tif
source=IP filing#page4.tif
source=IP filing#page5.tif
source=IP filing#page6.tif
source=IP filing#page7.tif
source=IP filing#page8.tif
source=IP filing#page9.tif
source=IP filing#page10.tif
source=IP filing#page11.tif
source=IP filing#page12.tif
source=IP filing#page13.tif
source=IP filing#page14.tif

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.

2. Name and address of receiving party(ies)

Name: SIENA LENDING GROUP LLC

Internal Address: _____

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 _____

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:



8/25/2019

Andrew F. Garcia

Date

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

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]

PATENT
REEL: 064589 FRAME: 0661

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

Patent	Application Number	Registration Date	Patent Number
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		

(b) Trademarks and Trademark Licenses

Trademark	Serial Number	Registration Date	Registration Number

(c) Copyrights and Copyright Licenses

Copyright	Registration Date	Registration Number

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.

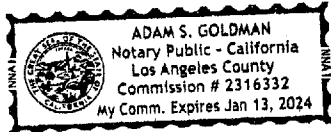
REA. DEEMING BEAUTY, INC..

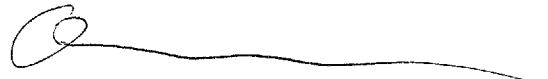
By: 
Name: REA ANN SILVA
Title: FOUNDER & CEO

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Cal: Permon : 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]