

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593974

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REA.DEEMING BEAUTY, INC.		08/14/2020	Corporation: CALIFORNIA
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		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Serial Number:	88868656	ZOOM-FACE	
Registration Number:	4719164	BEAUTYBLENDER	
Registration Number:	2945105	BEAUTYBLENDER	
Registration Number:	4908115	MAKEUP'S BEST FRIEND	
Registration Number:	5256814	MAKEUP'S BEST FRIEND	
Registration Number:	4908116	BODYBLENDER	
Registration Number:	5096501	BLOTTERAZZI	
Registration Number:	4719175	BEAUTYBLENDER	
Registration Number:	4701323	DOWNLOAD.MIX.MATCH.	
Registration Number:	5751943	THE LEVELER	
Registration Number:	5668153	BEAUTY.BLUSHER	
Registration Number:	5956096	BEAUTYBLENDER	
Registration Number:	5956097	BEAUTY BLENDER	
Registration Number:	5700378	KEEP.IT.CLEAN	
Registration Number:	4570128	SOLID	
Registration Number:	5628998	BOUNCE	
Registration Number:	5629037	BOUNCE	
Registration Number:	5776467	OPAL ESSENCE	
TRADEMARK			

OP \$815.00 88868656

Property Type	Number	Word Mark
Registration Number:	5657490	INSTACLEAN
Registration Number:	4614408	SUR.FACE
Registration Number:	5686296	BLENDER DEFENDER
Registration Number:	5765814	GLASS GLOW
Registration Number:	4719170	THE ORIGINAL BEAUTYBLENDER
Registration Number:	3190049	BLENDERCLEANSER
Registration Number:	3992452	
Registration Number:	3291035	MODERNIZE THE WAY YOU MAKE UP
Registration Number:	4097834	
Serial Number:	88037094	BEAUTY BLENDER
Serial Number:	88037058	BEAUTY BLENDER
Serial Number:	88037187	BEAUTY BLENDER
Serial Number:	88216831	BIG BALLER
Serial Number:	88037151	BEAUTY BLENDER

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

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 Frank Garcia
SIGNATURE:	/Andrew Frank Garcia/
DATE SIGNED:	08/25/2020

Total Attachments: 21

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RECORDATION FORM COVER SHEET TRADEMARKS 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.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: California
 Other _____

Citizenship (see guidelines) California (U.S.A)

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 14, 2020

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SIENA LENDING GROUP LLC

Street Address: 9 W Broad Street, 5th Floor

City: Stamford

State: Connecticut

Country: U.S.A. Zip: 06902

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship Delaware (U.S.A)

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule 1B

B. Trademark Registration No.(s)

See Schedule 1B

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Andrew F. 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 registrations involved:

32

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Andrew Frank Garcia

Name of Person Signing

8/25/2020

Date

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

21

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]

TRADEMARK
REEL: 007035 FRAME: 0730

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

(b) Trademarks and Trademark Licenses

Trademark	Serial Number	Registration Date	Registration Number
ZOOM-FACE For additional trademarks registrations and/or pending applications, please see attached.	88868656	n/a	n/a

Trademark List (by Country)

Country: United States of America

Trademark: BEAUTYBLENDER / IC 03, 18, 21

Client-Matter: 73611-00003
 Country: A1
 Sub Case Type: ORD
 Application No.: 86/238,817
 Filing Date: 01-Apr-2014
 Publication No.: 27-Jan-2015
 Registration No.: 4,719,164
 Registration Date: 14-Apr-2015
 Status: Registered
 Next Renewal: 14-Apr-2025

Classes: 03 Int., 18 Int., 21 Int.

Owner: Rea deeming Beauty, Inc.

Client: Readeeming Beauty, Inc.

Agent:

Attorneys: JJS ES

Client Reference:

Agent Reference:

Goods: 03 Int.: Non-medicated cleansers, namely, cleanser for cleaning cosmetic sponge applicators and make up brushes. FIRST USE: 07/01/2005

18 Int.: Cosmetic cases sold empty; Travel cases; Vanity cases sold empty; Pouches for holding makeup accessories sold empty; Makeup accessory carrying cases sold empty. FIRST USE: 01/01/2012

21 Int.: Sponge applicator for applying makeup; Sponges used for applying makeup; Sponge holders; Cosmetic storage kits including a palette empty of cosmetics used for color matching purposes and storage of customized cosmetic blends in a nonmetal storage container; Cosmetic blending sponge kits comprising sponges for applying makeup and sponge cleanser; Tools for skin care, namely, makeup brushes. FIRST USE: 07/01/2004

BEAUTYBLENDER / IC 21

73611-00003

A11 ORD

78/267,224
26-Jun-2003

23-Mar-2004

2,945,105
26-Apr-2005

Registered
26-Apr-2025

Classes: 21 Int.

Owner: Rea deeming Beauty, Inc.

Client: Readeeming Beauty, Inc.

Agent:

Attorneys: JJS ES

Client Reference:

Agent Reference:

Goods: 21 Int.: Sponge applicator for makeup

MAKEUPS BEST FRIEND / IC 35

73611-00003

A12 ORD

86/689,802
10-Jul-2015

15-Dec-2015

4,908,115
01-Mar-2016

Registered
01-Mar-2026

Classes: 35 Int.

Owner: Rea deeming Beauty, Inc.

Client: Readeeming Beauty, Inc.

Agent:

Attorneys: JJS ES

Client Reference:

Agent Reference:

Goods: 35 Int.: On-line retail store services featuring cosmetic and beauty care products

Trademark List (by Country)

Country: United States of America

Trademark: MAKEUP'S BEST FRIEND / IC 21

Client-Matter: 73611-00003 Sub Case: A13 ORD 86/689,850 Filing Date: 10-Jul-2015 Application No.: 15-Dec-2015 Publication No.: 01-Aug-2017 Registration No.: 5,256,814 Status: Registered Next Renewal: 01-Aug-2027

Classes: 21 Int.

Owner: Rea deeming Beauty, Inc.

Client: Readeeming Beauty, Inc.

Agent:

Attorneys: JUS ES

Client Reference:

Agent Reference:

Goods: 21 Int.: Sponge applicator for applying makeup; Sponges used for applying makeup; sponge holders; cosmetic storage kits comprising a palette empty of cosmetics used for color matching purposes and storage of customized cosmetic blends in a nonmetal storage container; cosmetic blending sponge kits comprising sponges for applying makeup and sponge cleanser; tools for skin care, namely cosmetic brushes

BODYBLENDER / IC 21

73611-00003

A14 ORD

86/689,823

10-Jul-2015

15-Dec-2015

4,908,116

01-Mar-2016

Registered

Classes: 21 Int.

Owner: Rea deeming Beauty, Inc.

Client: Readeeming Beauty, Inc.

Agent:

Attorneys: JUS ES

Client Reference:

Agent Reference:

Goods: 21 Int.: Sponge applicator for applying makeup; Sponges used for applying makeup; sponge holders; cosmetic storage kits comprising a palette empty of cosmetics used for color matching purposes and storage of customized cosmetic blends in a nonmetal storage container; cosmetic blending sponge kits comprising sponges for applying makeup and sponge cleanser; tools for skin care, namely cosmetic brushes

BLOTTERAZZI / IC 21

73611-00003

A15 ORD

86/689,867

10-Jul-2015

15-Dec-2015

5,096,501

06-Dec-2016

Registered

Classes: 21 Int.

Owner: Rea deeming Beauty, Inc.

Client: Readeeming Beauty, Inc.

Agent:

Attorneys: JUS ES

Client Reference:

Agent Reference:

Goods: 21 Int.: Cosmetic facial sponge applicator for blotting; sponge holders; cosmetic storage kits comprising a palette empty of cosmetics used for color matching purposes and storage of customized cosmetic blends in a nonmetal storage container; tools for skin care, namely cosmetic brushes and sponges

Trademark List (by Country)

Country: United States of America

Trademark: BEAUTYBLENDER stylized / IC 03, 18, 21

Classes: 03 Int., 18 Int., 21 Int.
 Owner: Rea deeming Beauty, Inc.
 Client: Readeeming Beauty, Inc.
 Agent:

Goods: 03 Int.: Non-medicated cleansers, namely, cleanser for cleaning cosmetic sponge applicators and make up brushes. FIRST USE: 07/01/2005

18 Int.: Cosmetic cases sold empty; Travel cases; Vanity cases sold empty; Pouches for holding makeup accessories sold empty; Makeup accessory carrying cases sold empty. FIRST USE: 01/01/2012

21 Int.: Sponge applicator for applying makeup; Sponges used for applying makeup; Sponge holders; Cosmetic storage kits including a palette empty of cosmetics used for color matching purposes and storage of customized cosmetic blends in a nonmetal storage container; Cosmetic blending sponge kits comprising sponges for applying makeup and sponge cleanser; Tools for skin care, namely, cosmetic brushes. FIRST USE: 07/01/2004

DOWNLOAD MIXMATCH / IC 21 73611-00003 A2 ORD 86/237,376 31-Mar-2014 12-Aug-2014 4,701,323 10-Mar-2015 10-Mar-2025 Registered

Classes: 21 Int.
 Owner: Rea deeming Beauty, Inc.
 Client: Readeeming Beauty, Inc.
 Agent:

Goods: 21 Int.: Cosmetic palette storage kits consisting primarily of palettes empty of cosmetics used for color matching purposes provided in a specially adapted nonmetal storage container

THE LEVELER / IC 03 73611-00003 A22 ORD 87/460,580 23-May-2017 03-Oct-2017 5,751,943 14-May-2019 14-May-2029 Registered

Classes: 03 Int.
 Owner: Rea deeming Beauty, Inc.
 Client: Readeeming Beauty, Inc.
 Agent:

Goods: 03 Int.: Cosmetics and makeup

Trademark List (by Country)

Country: United States of America

Trademark Client-Matter: Sub Case Application No. Publication No. Registration No. Status

BEAUTY:BLUSHER / IC 21 Country 73611-00003 A26 ORD 87/480,912 20-Nov-2018 5,668,153 Registered

Classes: 21 Int.

Owner: Readeeming Beauty, Inc.

Client: Readeeming Beauty, Inc.

Agent:

Attorneys: JJS ES

Client Reference:

Agent Reference:

Goods: 21 Int.: Sponge applicator for applying makeup; Facial sponges used for applying makeup; Sponge holders; Plastic storage containers for makeup mixing palettes; Makeup mixing palettes sold empty for color matching purposes; Cosmetic blending sponge kits comprising facial sponges for applying makeup and facial cleansing sponges; Tools for skin care, namely, cosmetic brushes

BEAUTYBLENDER / IC 03 73611-00003 A27 ORD 87/599,652 10-Sep-2019 5,956,096 Registered

Classes: 03 Int.

Owner: Readeeming Beauty, Inc.

Client: Readeeming Beauty, Inc.

Agent:

Attorneys: JJS ES

Client Reference:

Agent Reference:

Goods: 03 Int.: Cosmetics and makeup

BEAUTY BLENDER / IC 03 73611-00003 A28 ORD 87/599,661 17-Sep-2019 5,956,097 Registered

Classes: 03 Int.

Owner: Readeeming Beauty, Inc.

Client: Readeeming Beauty, Inc.

Agent:

Attorneys: JJS ES

Client Reference:

Agent Reference:

Goods: 03 Int.: Cosmetics and makeup

Trademark List (by Country)

Country: United States of America

Trademark: KEEP.IT.CLEAN / IC 21

Client-Matter: Country	Sub Case	Type	Filing Date	Application No.	Publication No.	Registration No.	Status
73611-00003	A29	ORD	07-Sep-2017	87/599,700	01-Jan-2019	5,700,378	Registered
							Next Renewal
							19-Mar-2029

Classes: 21 Int.

Owner: Readeeming Beauty, Inc.

Client: Readeeming Beauty, Inc.

Agent:

Attorneys: JJS ES

Client Reference:

Agent Reference:

Goods: 21 Int.: Cleaning brushes for makeup applicators; Apparatus for cleaning makeup applicators comprised of a silicon cleaning pad.

SOLID / IC 03 (supplemental register)

73611-00003

A3

ORD

86/009,240

29-Apr-2014

4,570,128

Registered

15-Jul-2024

Classes: 03 Int.

Owner: Readeeming Beauty, Inc.

Client: Readeeming Beauty, Inc.

Agent:

Attorneys: JJS ES

Client Reference:

Agent Reference:

Goods: 03 Int.: Cleanser for cleaning cosmetic sponge applicators and make up brushes

BOUNCE / IC 03

73611-00003

A30

ORD

87/614,063

06-Feb-2018

5,628,998

Registered

11-Dec-2028

Classes: 03 Int.

Owner: Readeeming Beauty, Inc.

Client: Readeeming Beauty, Inc.

Agent:

Attorneys: JJS ES

Client Reference:

Agent Reference:

Goods: 03 Int.: Make-up, namely, foundation and concealer

BOUNCE stylized / IC 03

73611-00003

A31

ORD

87/621,378

06-Feb-2018

5,629,037

Registered

11-Dec-2028

Classes: 03 Int.

Owner: Readeeming Beauty, Inc.

Client: Readeeming Beauty, Inc.

Agent:

Attorneys: JJS ES

Client Reference:

Agent Reference:

Goods: 03 Int.: Make-up, namely, foundation and concealer

TRADEMARK

REEL: 007035 FRAME: 0739

Country: United States of America

Trademark Client-Matter: Sub Case Application No. Publication No. Registration No. Status

OPAL ESSENCE / IC 03 Country Case Type Filing Date Date Date Next Renewal

Classes: 03 Int.
Owner: Readeeming Beauty, Inc.
Client: Readeeming Beauty, Inc.
Agent:

Attorneys: JUS ES
Client Reference:
Agent Reference:

Goods: 03 Int.: Cosmetics and make-up

INSTACLEAN / IC 03 **73611-00003** **A38** **ORD** 87/7/19,941 13-Dec-2017 08-May-2018 5,657,490 15-Jan-2019 Registered 15-Jan-2029

Classes: 03 Int.
Owner: Readeeming Beauty, Inc.
Client: Readeeming Beauty, Inc.
Agent:

Attorneys: JUS ES
Client Reference:
Agent Reference:

Goods: 03 Int.: Cleaning preparations for cleaning cosmetic sponge applicators and make-up brushes

SUR.FACE / IC 21 **73611-00003** **A4** **ORD** 85/803,490 14-Dec-2012 02-Jul-2013 4,614,408 30-Sep-2014 Registered 30-Sep-2024

Classes: 21 Int.
Owner: Readeeming Beauty, Inc.
Client: Readeeming Beauty, Inc.
Agent:

Attorneys: JUS ES
Client Reference:
Agent Reference:

Goods: 21 Int.: Cosmetic palette storage kits consisting primarily of palettes empty of cosmetics used for color matching purposes provided in a specially adapted nonmetal storage container

BLENDER DEFENDER / IC 18 **73611-00003** **A48** **ORD** 88/098,074 29-Aug-2018 11-Dec-2018 5,686,296 26-Feb-2019 Registered 26-Feb-2029

Classes: 18 Int.
Owner: Readeeming Beauty, Inc.
Client: Readeeming Beauty, Inc.
Agent:

Attorneys: JUS ES
Client Reference:
Agent Reference:

Goods: 18 Int.: Makeup accessory carrying cases sold empty

Trademark List (by Country)

Country: United States of America

Trademark: GLASS GLOW / IC 03

Client-Matter: 73611-00003
 Country: A49
 Sub Case Type: ORD
 Filing Date: 88/114,754
 Application No.: 12-Sep-2018
 Publication No.: 11-Dec-2018
 Registration No.: 5,765,814
 Registration Date: 28-May-2019
 Status: Registered
 Next Renewal: 28-May-2029

Classes: 03 Int.

Owner: Rea.deemring Beauty, Inc.

Client: Readeemring Beauty, Inc.

Agent:

Attorneys: JUS ES

Client Reference:

Agent Reference:

Goods: 03 Int.: Cosmetics and makeup

THE ORIGINAL BEAUTYBLENDER stylized / IC 03, 21 73611-00003 A5 ORD 86/241,638 03-Apr-2014 27-Jan-2015 4,719,170 14-Apr-2015 Registered 14-Apr-2025

Classes: 03 Int., 21 Int.

Owner: Rea.deemring Beauty, Inc.

Client: Readeemring Beauty, Inc.

Agent:

Attorneys: JUS ES

Client Reference:

Agent Reference:

Goods: 03 Int.: Non-medicated cleansers, namely, cleanser for cleaning cosmetic sponge applicators and makeup brushes; FIRST USE: 07/01/2005

21 Int.: Sponge applicator for applying makeup; Sponges used for applying makeup; Sponge holders; Cosmetic storage kits including a palette empty of cosmetics used for color matching purposes and storage of customized cosmetic blends in a nonmetal storage container; Cosmetic blending sponge kits comprising sponges for applying makeup and sponge cleanser; Tools for skin care, namely, makeup brushes; FIRST USE: 07/01/2004

BLENDERCLEANSER / IC 03 73611-00003 A6 ORD 78/593,846 23-Mar-2005 27-Dec-2005 3,190,049 26-Dec-2006 Registered 16-Dec-2026

Classes: 03 Int.

Owner: Rea.deemring Beauty, Inc.

Client: Readeemring Beauty, Inc.

Agent:

Attorneys: JUS ES

Client Reference:

Agent Reference:

Goods: 03 Int.: Cleanser for cleaning cosmetic sponge applicators

Trademark List (by Country)

Country: United States of America

Trademark Client-Matter: Sub Case Application No. Publication No. Registration No. Status

Color Mark: Hot Pink / IC 21 Country Case Type Filing Date Publication Date Registration Date Next Renewal

Classes: 21 Int.

Owner: Readeeming Beauty, Inc.

Client: Readeeming Beauty, Inc.

Agent:

Attorneys: JJS ES

Client Reference:

Agent Reference:

Goods: 21 Int.: Sponge applicator for applying makeup

MODERNIZE THE WAY YOU MAKE UP / IC 21 73611-00003 A8 ORD 78/962,583 29-Aug-2006 26-Jun-2007 3,291,035 11-Sep-2007 Registered 11-Sep-2027

Classes: 21 Int.

Owner: Readeeming Beauty, Inc.

Client: Readeeming Beauty, Inc.

Agent:

Attorneys: JJS ES

Client Reference:

Agent Reference:

Goods: 21 Int.: Facial sponges for applying make-up

Color Butterfly Logo / IC 03, 21 73611-00003 A9 ORD 85/121,156 01-Sep-2010 29-Nov-2011 4,097,834 14-Feb-2012 Registered 14-Feb-2022

Classes: 03 Int., 21 Int.

Owner: Readeeming Beauty, Inc.

Client: Readeeming Beauty, Inc.

Agent:

Attorneys: JJS ES

Client Reference:

Agent Reference:

Goods: 03 Int.: Cosmetic and make-up related products, namely, cleaners for cleaning makeup sponges, brushes, and cosmetic sponge applicators

21 Int.: Cosmetics and makeup application products, namely, facial sponges, cosmetic sponge applicators, and makeup sponge containers

TRADEMARK

REEL: 007035 FRAME: 0742

Country: United States of America

Trademark	Client-Matter:	Sub Case	Case Type	Application No.	Publication No.	Registration No.	Status
	Country			Filing Date	Publication Date	Registration Date	Next Renewal

Stacked BEAUTY BLENDER logo (within egg-shaped image, rebranding) / IC 03		73611-00003	A39	ORD	88/037,094	13-Jul-2018	Pending
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Classes: 03 Int.

Owner: Readeeming Beauty, Inc.

Client: Readeeming Beauty, Inc.

Agent:

Attorneys: JJS ES

Client Reference:

Agent Reference:

Goods: 03 Int.: Cosmetics and makeup non-medicated cleansers, namely, cleanser for cleaning cosmetic sponge applicators and make up brushes

Stacked BEAUTY BLENDER logo (within egg-shaped image, rebranding) / IC 35		73611-00003	A41	ORD	88/037,058	13-Jul-2018	Pending
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Classes: 35 Int.

Owner: Readeeming Beauty, Inc.

Client: Readeeming Beauty, Inc.

Agent:

Attorneys: JJS ES

Client Reference:

Agent Reference:

Goods: 35 Int.: On-line retail store services featuring cosmetic and beauty care products

Stacked BEAUTY BLENDER logo (within egg-shaped image, rebranding) / IC 21		73611-00003	A42	ORD	88/037,187	13-Jul-2018	Pending
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Classes: 21 Int.

Owner: Readeeming Beauty, Inc.

Client: Readeeming Beauty, Inc.

Agent:

Attorneys: JJS ES

Client Reference:

Agent Reference:

Goods: 21 Int.: Sponge applicator for applying makeup; Sponges used for applying makeup; sponge holders; cosmetic storage kits comprising a palette empty of cosmetics used for color matching purposes and storage of customized cosmetic blends in a nonmetal storage container; cosmetic blending sponge kits comprising sponges for applying makeup and sponge cleanser; tools for skin care, namely, cosmetic brushes.

Trademark List (by Country)

Country: United States of America

Trademark	Client-Matter:	Sub Case	Case Type	Application No.	Publication No.	Registration No.	Status
	Country			Filing Date	Publication Date	Registration Date	Next Renewal
BIG BALLER / IC 21		73611-00003	AS2 ORD	88/216,831			Pending

04-Dec-2018

Classes: 21 Int.

Owner: Readeeming Beauty, Inc.

Client: Readeeming Beauty, Inc.

Agent:

Attorneys: JJS ES

Client Reference:

Agent Reference:

Goods: 21 Int.: Tools for skin care, namely, makeup brushes and cosmetic applicator sponges

Stacked BEAUTY BLENDER logo (within egg-shaped image; rebranding) / IC 18

73611-00003

WP4 ORD 88/037,151

13-Jul-2018

Pending

Classes: 18 Int.

Owner: Readeeming Beauty, Inc.

Client: Readeeming Beauty, Inc.

Agent:

Attorneys: JJS ES

Client Reference:

Agent Reference:

Goods: 18 Int.: Cosmetic cases sold empty; Travel cases; Vanity cases sold empty; Cosmetic carrying cases sold empty

(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.

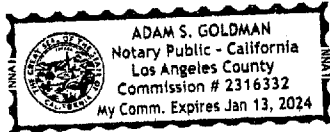
REA. DEEMING BEAUTY, INC..

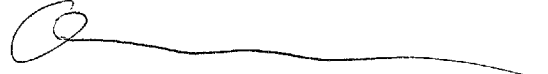
By: 
Name: REA ANN SILVA
Title: FOUNDER & CEO

COMPANY ACKNOWLEDGMENT

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