

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658792

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAEL, INC. as Grantor		07/07/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Merchant Factors Corp., as Lender		
Street Address:	1441 Broadway		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	87363909	RAEL	
Serial Number:	87937110	RAEL	
Serial Number:	87948859	RAEL	
Serial Number:	88162509	R	
Serial Number:	88312840	RAEL	
Serial Number:	88139664	RAEL	
Serial Number:	88292796	REAL RAEL	
Serial Number:	88494279	RAEL	
Serial Number:	88540888	RAEL	
Serial Number:	88684125	RAEL BEAUTY	
Serial Number:	88684167	RAEL DAILY RESTORATION	
Serial Number:	88684178	CALM + COLLECTED	
Serial Number:	88976437	R	
Serial Number:	88827400	RAEL	
Serial Number:	88858121	REFRESH BUTTON	
Serial Number:	88858889	GLOW CHEMISTRY	
Serial Number:	88864837	MIRACLE PATCH INVISIBLE SPOT COVER	
Serial Number:	88864843	INVISIBLE SPOT COVER	

OP \$565.00 87363909

Property Type	Number	Word Mark
Serial Number:	88864848	MIRACLE PATCH MICROCRYSTAL SPOT COVER
Serial Number:	88864850	MICROCRYSTAL SPOT COVER
Serial Number:	88864857	MIRACLE PATCH SPOT CONTROL COVER
Serial Number:	88961141	RAEL ULTRA SECURE PERIOD UNDERWEAR

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: 8007130755

Email: james.murray@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:	Corenda R. Gaines
SIGNATURE:	/Corenda R. Gaines/
DATE SIGNED:	07/08/2021

Total Attachments: 7
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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Assignment"), dated as of July 7, 2021, by the undersigned (the "Grantor"), in favor of MERCHANT FACTORS CORP. (the "Lender").

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), between Grantor and Lender.

WHEREAS, Grantor is required to execute and deliver to the Lender this Trademark Assignment.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Loan Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment and performance in full of the Grantor's Obligations, Grantor hereby grants to the Lender and its successors and assigns, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under any trademarks and licenses with respect to trademarks constituting Collateral owned by Grantor, along with all goodwill associated therewith (collectively, the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including all trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an "intent to use" application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.

3. SECURITY AGREEMENT. The liens and security interests granted pursuant to this Trademark Assignment are granted in furtherance, and not in limitation, of the liens and security interests granted to the Lender, as security for the payment and performance in full of the Grantor's Obligations, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the liens on and security interests in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Assignment conflicts with the Loan Agreement, the provisions of the Loan Agreement shall control.

4. COUNTERPARTS. This Trademark Assignment may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Assignment by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

5. TERMINATION OR RELEASE. This Trademark Assignment shall terminate and the liens and security interests granted hereby shall be automatically released upon termination of the Loan Agreement.

6. GOVERNING LAW. THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

RAEL, INC., as Grantor

DocuSigned by:
Yanghee Paik

By: _____
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Name Yanghee Paik

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

MERCHANT FACTORS CORP.,
as Lender

By: _____

Name: Michael Behuniak

Title: Executive Vice President and Chief
Credit Officer

IN WITNESS WHEREOF, Grantor has caused this Trademark Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

RAEL, INC., as Grantor

By: _____
Name Yanghee Paik
Title Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

MERCHANT FACTORS CORP.,
as Lender

DocuSigned by:
Michael Behuniak
By: _____
Name: Michael Behuniak
Title: Executive Vice President and Chief
Credit Officer

SCHEDULE I
to
TRADEMARK ASSIGNMENT

TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademarks	Serial Number	Filing Date
Rael	87363909	3/8/2017
Rael	87937110	5/25/2018
Rael	87948859	6/5/2018
R	88162509	10/19/2018
Rael	88312840	2/22/2019
Rael	88139664	10/2/2018
Rael	88292796	2/7/2019
Rael	88494279	6/28/2019
Rael	88540888	7/26/2019
Rael Beauty	88684125	11/7/2019
Rael Daily Restoration	88684167	11/7/2019
Calm + Collected	88684178	11/7/2019
R	88976437	10/19/2018
Rael	88827400	3/9/2020
REFRESH BUTTON	88858121	4/2/2020
GLOW CHEMISTRY	88858889	4/3/2020
Miracle Patch Invisible Spot Cover	88864837	4/8/2020
Invisible Spot Cover	88864843	4/8/2020
Miracle Patch Microcrystal Spot Cover	88864848	4/8/2020

Microcrystal Spot Cover	88864850	4/8/2020
Miracle Patch Spot Control Cover	88864857	4/8/2020
Rael Ultra Secure Period Underwear	88961141	6/11/2020

Schedule I-2