# CH \$90.00 60

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

v1.1 ETAS ID: TM665909

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Clean Beauty For All, Inc.		08/06/2021	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Merchant Financial Corporation, as Lender	
Street Address:	1441 Broadway	
Internal Address: 22nd Floor		
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10018	
Entity Type:	Corporation: CONNECTICUT	

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	6049821	SAIE
Serial Number:	88275474	SAIE
Serial Number:	90097782	SUNVISOR

#### **CORRESPONDENCE DATA**

**Fax Number:** 2024083141

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:** 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson	
SIGNATURE:	/jep/	
DATE SIGNED:	08/09/2021	

#### **Total Attachments: 5**

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#### **GRANT OF SECURITY INTEREST IN TRADEMARKS**

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "<u>Trademark Assignment</u>"), dated as of <u>August</u> <u>6</u>, 2021, by the undersigned (the "<u>Grantor</u>"), in favor of MERCHANT FINANCIAL CORPORATION (the "<u>Lender</u>").

#### WITNESSETH:

WHEREAS, reference is made to that certain 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. <u>DEFINED TERMS</u>. 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 Liabilities, 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. <u>SECURITY AGREEMENT</u>. 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 liabilities, 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. <u>COUNTERPARTS</u>. 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. <u>TERMINATION OR RELEASE</u>. This Trademark Assignment shall terminate and the liens and security interests granted hereby shall be automatically released upon termination of the Loan Agreement.
- 6. <u>GOVERNING LAW</u>. 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.

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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.

CLEAN BEAUTY FOR ALL, INC., as Grantor

By: Helane Crowell

Name Helane Crowell Title: President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

MERCHANT FINANCIAL CORPORATION, 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.

CLEAN BEAUTY FOR ALL, INC., as Grantor

By:\_\_\_\_\_

Name Helane Crowell Title: President and CEO

#### ACCEPTED AND ACKNOWLEDGED BY:

MERCHANT FINANCIAL CORPORATION, as Lender

Michael Behuniah

By: 7507D468AFBB47E

Name: Michael Behuniak

Title: Executive Vice President and

Chief Credit Officer

# SCHEDULE I

## to

## TRADEMARK ASSIGNMENT

## TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademarks	Registration Number/ Application Number	Filing Date/ Application Date
SAIE (Stylized)	6049821	05/05/2020
SAIE (Stylized)	88275474	01/24/2019
SUNVISOR	90097782	08/10/2020

Schedule I

**RECORDED: 08/09/2021**