

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM744513

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dwight Funding LLC		09/20/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hero Cosmetics, Inc.		
<b>Street Address:</b>	407 Broome St. Fl. 7		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5451976	MIGHTY PATCH	
<b>Registration Number:</b>	5719950	YOUR BLEMISH HERO	
<b>Registration Number:</b>	5729772	MIGHTY PATCH INVISIBLE+	
<b>Registration Number:</b>	5935631	HERO COSMETICS	
<b>Registration Number:</b>	5866615	HERO COSMETICS	
<b>Registration Number:</b>	5866616	H HERO COSMETICS	
<b>Registration Number:</b>	5935632	H HERO COSMETICS	
<b>Registration Number:</b>	5935633	H HERO COSMETICS	
<b>Registration Number:</b>	6065256	H HERO COSMETICS	
<b>Registration Number:</b>	6420949	MICROPOINT FOR BLEMISHES	
<b>Registration Number:</b>	6060861	BOOT BUCKLES	
<b>Registration Number:</b>	6274088	LIGHTNING WAND	
<b>Serial Number:</b>	88530769	MIGHTY PATCH MICROPOINT	
<b>Serial Number:</b>	88754429	HERO SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			

CH \$365.00 5451976

**Phone:** 3127841066  
**Email:** trademark@amintalati.com  
**Correspondent Name:** Brett A. Manchel  
**Address Line 1:** 100 S. Wacker Dr. Ste. 2000  
**Address Line 4:** Chicago, ILLINOIS 60606

**NAME OF SUBMITTER:** Brett A. Manchel

**SIGNATURE:** /Brett A. Manchel/

**DATE SIGNED:** 07/29/2022

**Total Attachments: 4**

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September 20, 2021

HERO COSMETICS, INC.  
154 Grand Street  
New York, NY 10013  
Attention: Ju Rhyu, CEO

Re: Request of HERO COSMETICS, INC. (the "Company") for  
payoff of all Indebtedness under the Loan and Security Agreement dated  
February 28, 2020 (as amended, the "Credit Agreement")

Dear Ju:

This will confirm that Dwight Funding LLC ("Dwight") has been paid in full on all Indebtedness of the Company under the Credit Agreement. Upon your delivery to Dwight of a fully executed counterpart of this letter agreement Dwight confirms that the credit facility provided for by the Credit Agreement has been fully terminated. Capitalized terms not otherwise defined in this letter shall have the meaning set forth in the Credit Agreement.

(i) Upon receipt of our executed counterpart of this letter:

1. Any and all liens and security interests in favor of Dwight in or upon the personal property of the Company shall automatically be terminated and released and of no further force or effect, and Dwight shall execute and deliver such releases, termination statements or directions to terminate as Company may reasonably request, which must be prepared and filed by Company at Company's sole cost and expense.

2. Company and its respective agents are authorized by Dwight to file UCC termination statements to terminate Dwight's Security Interest in Company's personal property Collateral.

3. The Credit Agreement, the other the Loan Documents and each credit facility extended by Dwight thereunder shall be automatically terminated and of no further force or effect and the liabilities, obligations and duties of Company under the Credit Agreement and the other Loan Documents shall cease to be of any further force or effect; provided, however, that all provisions of the Credit Agreement and the other Loan Documents, which by their terms survive termination of the Credit Agreement and the Loan Documents, including, without limitation, the Company's obligation to repay all Indebtedness under the Credit Agreement and the Company's obligation to pay Dwight's continuing costs and expenses and to indemnify and hold Dwight harmless shall survive and not be deemed terminated, but shall remain in full force and effect should any payment received by Dwight later become

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subject to any avoidance action under the Bankruptcy Code.

Notwithstanding the termination referenced above, if, by reason of adjustments made no more than sixty (60) days from your delivery of an executed counterpart of this letter, additional amounts are found to be due and owing to Dwight, you agree to promptly reimburse Dwight for such additional indebtedness. Our demand for such payment shall be conclusive upon you and Dwight shall not be obligated to make demand for payment upon any other indemnitor.

From and after this date, (a) Company shall take any steps necessary to redirect payments on Company's accounts receivable ("Receipts") and (b) Dwight shall surrender Company's accounts, rebates or rights to payment that may be in Dwight's possession. Dwight agrees that if payment of Receipts or any other Company collateral is directed to or is otherwise remitted to or received by Dwight after receipt of the Payoff Amount, Dwight will, after clearance, transmit or pay any such amounts received by Dwight to Company or Company's Designee, as directed below.

Payments shall be transmitted as follows:

Bank Name	[REDACTED]
Beneficiary Name	[REDACTED]
Account Number	[REDACTED]
Routing #/ABA (Wires)	[REDACTED]

Notwithstanding the termination of the Credit Agreement, all wires transmitted by Dwight to Company remain subject to the Wire Costs enumerated in the Credit Agreement and all provisions that survive termination shall remain in full force and effect. In addition, in the event the Company's account debtors continue making payments to Dwight on or after thirty (30) days from the Payoff Date, Company shall be charged a servicing fee in the amount of \$2,500 per calendar month or any part thereof for each month in which funds are received or disbursed by Dwight to the Company. Dwight is authorized to deduct such Wire Costs and service fees from any funds received by it and transmitted to Company.

The Company and its respective successors, assigns and other legal representatives, hereby release, remise, acquit and forever discharge Dwight and Dwight's subsidiary corporations, parent corporations, and related corporate divisions and its and their respective employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns (all of the foregoing hereinafter called the "Released Parties"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity,

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of whatsoever kind or nature, whether heretofore or hereafter arising, for or because of any manner or things done, omitted or suffered to be done by any of the Released Parties prior to and including the date of execution hereof, and in any way directly or indirectly arising out of or in any way connected to the Loan Agreement or the other loan documents, including but not limited to, claims relating to any settlement negotiations (all of the foregoing hereinafter called the "Released Matters"). Company acknowledges that the agreements in this paragraph are intended to be in full satisfaction of all or any alleged injuries or damages arising in connection with the Released Matters. Company represents and warrants to Dwight that it has not purported to transfer, assign or otherwise convey any right, title or interest of the Company in any Released Matter to any other Person and that the foregoing constitutes a full and complete release of all Released Matters. Company represents that it shall not make any oral or written statement about Dwight which is intended or reasonably likely to disparage or otherwise degrade Dwight.

Company understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

Company agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final and unconditional nature of the release set forth above.

Company and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenant and agree with each of the Released Parties that they will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Released Party on the basis of any Released Matter released, remised and discharged by the Company pursuant to this letter. If the Company violates the foregoing covenant it agrees to pay, in addition to such other damages as any Released Party may sustain as a result of such violation, all attorneys' fees and costs incurred by any Released Party as a result of such violation.

It is understood and agreed that our cancellation and termination of the Credit Agreement, and the Security Interest of Dwight in the Collateral of Company, is being undertaken in consideration of and in reliance upon the agreement of Company to indemnify Dwight as provided in this letter. We shall remit to you any proceeds or items that we subsequently receive in connection with Company's Collateral, but we shall be under no obligation to further pursue any collection and/or exercise any remedies respecting any such collateral, other than delivering it to you, endorsed or assigned, as necessary, without recourse to Dwight.

This letter may be signed and exchanged in counterparts, all of which when taken together shall constitute one and the same agreement. Signature by facsimile will also bind the parties to this letter.



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Very truly yours,

**DWIGHT FUNDING LLC**

By: *Daniel Basloe*  
Dan Basloe, Managing Member

**ACKNOWLEDGED AND AGREED TO:**

**HERO COSMETICS, INC.**

By: *Ju Rhyu*  
Ju Rhyu, CEO