

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801095

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC		04/06/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Mandara Spa LLC
Street Address:	770 South Dixie Highway
Internal Address:	Suite 200
City:	Coal Gables
State/Country:	FLORIDA
Postal Code:	33146
Entity Type:	Limited Liability Company: FLORIDA
Name:	Steiner Marks Limited
Street Address:	Shirley House, 50 Shirley Street
Internal Address:	PO Box N-624
City:	Nassau
State/Country:	BAHAMAS
Entity Type:	Private Limited Company: BAHAMAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2925511	MANDARA
Registration Number:	2257550	MANDARA SPA
Registration Number:	3428715	JOU
Registration Number:	3035818	THE GREENHOUSE
Registration Number:	4241002	THE GREENHOUSE SPA & SALON
Registration Number:	3212448	THE POINT OF WELL-BEING

CORRESPONDENCE DATA

Fax Number:

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: 2128598000

Email: teas@friedfrank.com

TRADEMARK

Correspondent Name: Alison Lin c/o Fried Frank et al
Address Line 1: 1 New York Plaza
Address Line 2: 27th Floor
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 032700-00081

NAME OF SUBMITTER: Alison Lin

SIGNATURE: /Alison Lin/

DATE SIGNED: 04/06/2023

Total Attachments: 3

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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this “Release”), dated as of April 6, 2023, is made by Cortland Capital Market Services LLC, as Collateral Agent (the “Agent”) in favor of Mandara Spa LLC and Steiner Marks Limited (each a “Grantor” and together, the “Grantors”), as follows:

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of March 19, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantors and the other parties party thereto and the Agent, and that certain Short Form Second Lien Intellectual Property Security Agreement dated March 19, 2019, among the Grantors and the other parties party thereto in favor of the Agent and recorded with the United States Patent and Trademark Office on March 26, 2019 at Reel/Frame 006614/0766 (the “IP Security Agreement”), the Grantors granted a security interest in certain collateral in favor of the Agent, including the IP Collateral (as hereinafter defined); and

WHEREAS, the Agent now desires to terminate and release the IP Security Agreement and the entirety of its security interest in the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby agrees as follows:

1. Definitions. The term “IP Collateral”, as used herein, shall mean all of Grantors’ right, title or interest in, or to any and all of the Collateral, including the Trademarks listed on Annex I attached hereto. Capitalized terms not defined herein have the meanings set forth in the Credit Agreement or the IP Security Agreement, as applicable.

2. Release of Security Interest. The Agent, without recourse, representation or warranty and at the Grantors’ sole cost and expense, hereby terminates and cancels the IP Security Agreement and terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantors, and its successors and assigns, its lien on and security interest in and to the IP Collateral and any and all right, title and interest of the Agent in, to and under the IP Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. The Agent hereby authorizes the Grantors and its successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office, at the sole expense of the Grantors, to evidence and effectuate the release and termination of the Agent’s security interest in the IP Collateral.


3. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release. The parties hereby agree that the electronic signatures of the parties will have the same force and effect as a manual signature.

4. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

CORTLAND CAPITAL MARKET SERVICES LLC, as
Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

[Signature Page to Release of Security Interest in Intellectual Property Collateral]

TRADEMARK
REEL: 008035 FRAME: 0890

ANNEX I

UNITED STATES TRADEMARKS

<u>Registered Owner/Grantor</u>	<u>Trademark</u>	<u>Registration No. or Application No.</u>
Mandara Spa LLC	MANDARA	2925511
Mandara Spa LLC	MANDARA SPA	2257550
Steiner Marks Limited	JOU	3428715
Steiner Marks Limited	THE GREENHOUSE	3035818
Steiner Marks Limited	THE GREENHOUSE SPA & SALON and Design	4241002
Steiner Marks Limited	THE POINT OF WELL- BEING	3212448
Steiner Marks Limited	THE GREENHOUSE SPA & SALON	N/A

60065648

RECORDED: 04/06/2023

**TRADEMARK
REEL: 008035 FRAME: 0891**