# OP \$40.00 5417462

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM854752

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mented Cosmetics, Inc.		11/16/2023	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Steel Funding, LLC
Street Address:	305 East 85th Street,
Internal Address:	#10D
City:	New York
State/Country:	NEW YORK
Postal Code:	10028
Entity Type:	Limited Liability Company: DELAWARE

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5417462	MENTED

# **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:** 2126834120

**Email:** luis.rodriguez@unitedcorporate.com

**Correspondent Name:** Ethan Schlussel, Esq.

Address Line 1: 1211 Avenue of the Americas
Address Line 2: c/o Zeichner Ellman & Krause LLP
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER: Ethan Schlussel, Esq.

SIGNATURE: /Ethan Schlussel, Esq./

DATE SIGNED: 11/20/2023

**Total Attachments: 5** 

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# TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please	se record the attached documents or the new address(es) below.	
1. Name of conveying party(ies):	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached?	
Mented Cosmetics, Inc.	Name: Steel Funding, LLC	
☐ Individual(s) ☐ Association   ☐ Partnership ☐ Limited Partnership   ☒ Corporation- State: Delaware   ☐ Other   Citizenship (see guidelines)   Additional names of conveying parties attached? ☐ Yes ☒ No   3. Nature of conveyance/Execution Date(s):   Execution Date(s) November 16, 2023   ☐ Assignment ☐ Merger   ☐ Security Agreement ☐ Change of Name   ☒ Other Release of Security Interest	Partnership Citizenship  Limited Partnership Citizenship  Corporation Citizenship  Corporation Citizenship  Corporation Citizenship  Delaware  If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes No	
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)  C. Identification or Description of Trademark(s) (and Filing	B. Trademark Registration No.(s) 5,417,462  Additional sheet(s) attached? Yes X No	
5. Name & address of party to whom correspondence concerning document should be mailed:  Name:	6. Total number of applications and registrations involved:	
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$	
Street Address:	☐ Authorized to be charged to deposit account ☐ Enclosed	
City:	8. Payment Information:	
State: Zip: Phone Number: Docket Number:	Deposit Account Number  Authorized User Name	
Email Address: /s/	November 17, 2023	
Signature  Signature  Ethan Schlussel  Name of Person Signing	Total number of pages including cover sheet, attachments, and document:	

# RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND OTHER INTELLECTUAL PROPERTY

# WITNESSETH:

WHEREAS, the Grantor executed that certain Patent and Trademark Security Agreement, dated as of December 13, 2022 (the "Security Agreement"), pursuant to which the Grantor granted a security interest to the Secured Party in certain trademarks of the Grantor;

WHEREAS, the Security Agreement was recorded with the Assignment Branch of the United States Patent and Trademark Office on December 20, 2022 at Reel/Frame 7925/0639;

WHEREAS, the security interest granted by the Security Agreement terminated contemporaneously with the payment and satisfaction in full of the Loan and all other Obligations as such terms are defined in that certain Loan and Security Agreement between Grantor and Secured Party dated December as of 13, 2022;

WHEREAS, the Secured Party has agreed to release its security interest, including all right, title and interest in and to the patents and trademarks identified in *Exhibit A* attached hereto and covered by the Security Agreement (the "*Released Collateral*"), and to reconvey any and all rights it may have in the Released Collateral to the Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. The Secured Party releases, without recourse or warranty, and reconveys to the Grantor, all of Secured Party Agent's right, title, claim and interest in and to the Released Collateral, all proceeds thereof, all rights corresponding thereto and all registrations, reissues, renewals and extensions therefor.
- 2. The Grantor hereby acknowledge and accept the foregoing release and reconveyance by Secured Party.
- 3. This Release may be be executed in 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 to this Patent and Trademark Security Agreement in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Patent and Trademark Security Agreement.
- 4. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the

TRADEMARK REEL: 008263 FRAME: 0609 transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

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IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**SECURED PARTY:** 

STEEL FUNDING, LLC,

a Delaware limited liability company By: STEEL CAPITAL MANAGEMENT, LLC,

its managing member

Michael Hoffman

Name: Michael Hoffman

Title: Co-CEO

--- DocuSigned by: Marc Seligal

Name: Marc Sehgal

Title: Co-CEO

Agreed to and accepted:

MENTED COSMETICS, INC.

a Delaware corporation

-- DocuSigned by:

Name: Kristons Jones Miller

Title: CEO

[Release of Patent and Trademark Assignment]

**TRADEMARK** 

REEL: 008263 FRAME: 0611

# **EXHIBIT A** RELEASED COLLATERAL

# Patents:

<u>Description</u>	Patent Application	

# Trademarks:

**RECORDED: 11/20/2023** 

<u>Description</u>	Serial Number	Registration <u>Number</u>	Registration Date
MENTED	87-559,976	5,417,462	March 6, 2018

**TRADEMARK** REEL: 008263 FRAME: 0612