

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks recorded at Reel 5760/Frame 0194		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Riverside Strategic Capital Fund I, L.P.		06/15/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Bentley Laboratories LLC		
Street Address:	111 Fieldcrest Avenue		
City:	Edison		
State/Country:	NEW JERSEY		
Postal Code:	08837		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3731036	SS STATUS FOR MEN SS	
Registration Number:	4068373	SUNSATIIONS	
Registration Number:	3425380	SKIN SYMMETRY	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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>			
Phone:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	42559-00022		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	06/16/2021		
Total Attachments: 3			

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Release”), dated as of June 15, 2021, is made by RIVERSIDE STRATEGIC CAPITAL FUND, I, L.P., as administrative agent and collateral agent (in such capacity, together with its successors and assigns, “Assignor”), in favor of BENTLEY LABORATORIES LLC, a Delaware limited liability company (the “Assignee”). Capitalized terms used in this Release and not otherwise defined herein shall have the meanings set forth in the Intellectual Property Security Agreement (as defined below).

WHEREAS, the Assignee and Assignor, entered into that certain Guaranty and Security Agreement, dated as of March 28, 2016 (as it may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Assignee executed and delivered to Assignor an Intellectual Property Security Agreement, dated as of March 28, 2016 (the “IP Security Agreement”);

WHEREAS, the IP Security Agreement was recorded on March 29, 2016 with the U.S. Patent and Trademark Office, at Reel 5760 / Frame 0194;

WHEREAS, pursuant to the Security Agreement and the IP Security Agreement, the Assignee granted to Assignor, on behalf of and for the ratable benefit of itself and the Purchasers, a security interest (the “Security Interest”) in all of its right, title and interest in and to, the Intellectual Property Collateral (as defined in the IP Security Agreement), including the trademarks listed on Schedule 1; and

WHEREAS, Assignor desires to release its interest in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby, without any representation, warranty or recourse, (i) releases and discharges all right, title and interest in the Intellectual Property Collateral, including, without limitation, the trademarks set forth on Schedule 1 hereto and (ii) terminates the IP Security Agreement. Any right, title or interest of Assignor in the Intellectual Property Collateral shall hereby cease and become void. Assignor authorizes the recordation of this Release with the U.S. Patent and Trademark Office and hereby agrees to execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby at the cost and request of the Assignee. This Release shall be construed in accordance with and governed by the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, Assignor has caused this Release to be duly executed by a duly authorized officer as of the date above first written.

ASSIGNOR:

RIVERSIDE STRATEGIC CAPITAL FUND I,
L.P.,
as Administrative Agent

By: RSCF I Associates, L.P., its general partner

By: RSCF I GP, LLC, its general partner

By: 
Name: Stewart A. Kohl
Title: Co-Chief Executive Officer

SCHEDULE 1 TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
BENTLEY LABORATORIES, LLC	SS STATUS FOR MEN SS	77744823	05/26/2009	3731036	12/29/2009
BENTLEY LABORATORIES, LLC	SUNSATIONS	85134651	09/21/2010	4068373	12/06/2011
BENTLEY LABORATORIES, LLC	SKIN SYMMETRY	77113961	02/22/2007	3425380	05/13/2008