# CH \$65.00 1092

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM660508 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WhiteHorse Capital Management, LLC, as Collateral Agent		07/16/2021	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Inspired Beauty Brands, Inc.	
Street Address:	330 Seventh Avenue	
Internal Address:	16th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10001	
Entity Type:	Corporation: NEW YORK	

### **PROPERTY NUMBERS Total: 2**

Property Type Number		Word Mark	
Registration Number:	1092065	NUTRA NAIL	
Registration Number:	2678877	NUTRA NAIL POWER GEL	

### CORRESPONDENCE DATA

**Fax Number:** 3129939767

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:** 13129932622

Email:gayle.grocke@lw.comCorrespondent Name:Latham & Watkins LLPAddress Line 1:330 N. Wabash AvenueAddress Line 4:Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	053437-0043
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	07/16/2021

**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 July 16, 2021, is made by WHITEHORSE CAPITAL MANAGEMENT, LLC, in its capacity as collateral agent (the "Collateral Agent"), in favor of INSPIRED BEAUTY BRANDS, INC., a New York corporation (the "Grantor"), as follows:

### WITNESSETH:

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of December 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among, *inter alios*, the Grantor, the Collateral Agent and the other parties party thereto, and (ii) that certain Trademark Security Agreement dated as of December 30, 2020, by and between the Grantor and the Collateral Agent (the "Trademark Security Agreement"), the Grantor granted a security interest in certain trademark collateral in favor of the Collateral Agent for the benefit of the Lender Group, including the Trademark Collateral (as hereinafter defined); and

WHEREAS, the Collateral Agent now desires to release its security interest in the Trademark Collateral described on Annex I attached hereto.

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 Collateral Agent hereby agrees as follows:

- 1. <u>Definitions</u>. The term "<u>Trademark Collateral</u>", as used herein, shall mean all of the Grantor's right, title or interest in, or to any and all of the Trademark Collateral listed on <u>Annex I</u> attached hereto. Capitalized terms not defined herein have the meanings set forth in the Security Agreement or Trademark Security Agreement, as applicable.
- Release of Security Interest. The Collateral Agent, without recourse, representation or warranty, hereby terminates, cancels, releases, relinquishes, re-assigns and discharges for the benefit of the Grantor, and its successors and assigns, its security interest in and to the Trademark Collateral and all right, title and interest of the Collateral Agent in and to the Trademark Collateral under the Trademark Security Agreement shall hereby be terminated, cancelled, released, relinquished, re-assigned and discharged. The Collateral Agent hereby authorizes the Grantor and its designees, successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office, to evidence and effectuate the release and termination of the Agent's security interest in the Trademark Collateral.
- 3. <u>Delivery by Electronic Transmission</u>. 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. Electronic signatures will have the same force and effect as manual signatures.
- 4. <u>Governing Law.</u> 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.

WHITEHORSE CAPITAL MANAGEMENT, LLC, as

Collateral Agent

REEL: 007356 FRAME: 0892

# ANNEX I

# Trademark Collateral

COUNTRY	TRADEMARK	STATUS	APP NO	APP DATE	REG NO	REG DATE	OWNER
United States	NUTRA NAIL	Registered	73125728	05/09/1977	1092065	05/30/1978	Inspired Beauty Brands, Inc.
United States	NUTRA NAIL POWER GEL	Registered	76241009	04/13/2001	2678877	01/21/2003	Inspired Beauty Brands, Inc.
Canada	NUTRA NAIL	Registered	561379	04/24/1986	TMA407594	02/05/1993	Inspired Beauty Brands, Inc.

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**RECORDED: 07/16/2021**