

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kabushiki Kaisha Kanebo Keshohin (Kanebo Cosmetics Inc.)		11/30/2011	JOINT STOCK COMPANY: JAPAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kao Kabushiki Kaisha		
<b>Trading As:</b>	TA Kao Corporation		
<b>Street Address:</b>	14-10, Nihonbashi, Kayabacho 1-chome		
<b>City:</b>	Chuo-ku, Tokyo 103-8210		
<b>State/Country:</b>	JAPAN		
<b>Entity Type:</b>	CORPORATION: JAPAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2531091	KANEBO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)836-7419		
<b>Phone:</b>	(703) 836-6620		
<b>Email:</b>	bassam.ibrahim@bipc.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Bassam N. Ibrahim		
<b>Address Line 1:</b>	P.O. Box 1404		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22313-1404		
<b>ATTORNEY DOCKET NUMBER:</b>	0076404-000030		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Bassam N. Ibrahim		
<b>Address Line 1:</b>	P.O. Box 1404		

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 REEL: 004671 FRAME: 0908**

Address Line 4: Alexandria, VIRGINIA 22313-1404

NAME OF SUBMITTER:

Bassam N. Ibrahim

Signature:

Bassam N. Ibrahim/s/

Date:

12/05/2011

Total Attachments: 3

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made by Kabushiki Kaisha Kanebo Keshohin, (Kanebo Cosmetics Inc.), a joint-stock company organized under the laws of Japan, and having a place of business at 11-2, Toranomon 5-chome, Minato-ku, Tokyo, Japan ("Assignor") in favor of Kao Kabushiki Kaisha, (also trading as Kao Corporation), a corporation organized and existing under the laws of Japan, and having a place of business at 14-10, Nihonbashi, Kayabacho, 1-chome, Chuo-ku, Tokyo, Japan ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademark, and U.S. Trademark Registration No. listed in the attached Schedule A (the "Mark");

WHEREAS, Assignee is desirous of securing the entire right, title, and interest in and to the Mark:

NOW THEREFORE, be it known that, for and in consideration of good and valuable consideration, the receipt of which Assignee acknowledges, the parties hereto agree as follows:

1. This Assignment covers (a) the Mark, together with the goodwill of the business associated with the Mark; (b) any extension or renewal of any such registration; (c) all common law rights; and (d) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing.

2. Assignor, as owner, does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Mark, and Assignor hereby authorizes and requests any official of any country whose duty it is to issue registrations thereon to issue same to Assignee, its successors and assigns, in accordance with the terms of this Assignment.

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3. Assignor hereby covenants that it has the full right to convey the interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.

4. Assignor further covenants and agrees that it will, without further consideration, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Mark in Assignee, its successors or assigns, in all countries, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

5. Assignor further covenants and agrees to cooperate with and assist Assignee in obtaining, enforcing, and defending Assignee's rights in the Assigned Intellectual Property, including without limitation, in proceedings before any court or tribunal, the United States Patent and Trademark Office, or any other agency or authority.

IN WITNESS WHEREOF, the said Assignor has executed this Assignment.

Kabushiki Kaisha Kanebo Keshohin  
(Kanebo Cosmetics Inc.)

By: K. Minakawa

Name: Kaname Minakawa

Title: Group Manager, Legal Group

Date: November 30, 2011