

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302897

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kiss Nail Products, Inc.		04/02/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Tarte, Inc.		
Street Address:	1375 Broadway, Suite 800		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3659098	SWEET TARTE	
CORRESPONDENCE DATA			
Fax Number:	3032238048		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(303)223-1248		
Email:	akrause@bhfs.com		
Correspondent Name:	Ashley Krause		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	015135.0026 4/27/14 DRS		
NAME OF SUBMITTER:	Ashley Krause		
SIGNATURE:	/ashleykrause/		
DATE SIGNED:	04/29/2014		
Total Attachments: 2			
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EXHIBIT A

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment") is effective as of April 2, 2014, by and between Tarte, Inc., a New York corporation, with an address at 56 West 36th Street, Suite 902, New York, New York 10018 ("Tarte"), and Kiss Nail Products, Inc., a New York corporation, with an address at 57 Seaview Blvd., Port Washington, New York 11050 ("Kiss Nails"). In the event of a conflict between this Assignment and the Settlement Agreement (defined below), this Assignment will control.

WHEREAS, Tarte and Kiss Nails are parties to a Settlement Agreement (the "Settlement Agreement"), pursuant to which, among other things, Kiss Nails has agreed to sell, convey, assign, transfer and deliver to Tarte, and Tarte has agreed to purchase, accept and take from Kiss Nails, the Trademark (as defined below); and

WHEREAS, the execution and delivery of this Assignment is required by the Settlement Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Kiss Nails hereby agrees as follows:

1. Kiss Nails hereby assigns to Tarte all of Kiss Nails' right, title and interest in and to the SWEET TARTE trademark, including the federal trademark registration for the SWEET TARTE trademark (U.S. Reg. No. 3,659,098) (the "Trademark"), together with that portion of Kiss Nails' business in connection with which it uses, or has an intent to use, the Trademark and the goodwill of the business symbolized by the Trademark.
2. Kiss Nails acknowledges that, subsequent to the date hereof, Kiss Nails shall not claim to possess any right, title or interest in and to the Trademark and shall take no actions jeopardizing the existence or enforceability of the Trademark or Tarte's rights therein. Except for the limited use of the Trademark permitted pursuant to the Sell-Off License (as defined in the Settlement Agreement), Kiss Nails will not adopt, use, register or seek to register any name or mark anywhere in the world which is identical to the Trademark or so similar thereto as to constitute a colorable imitation thereof or to suggest some association between Kiss Nails and Tarte or sponsorship and/or endorsement of Kiss Nails by Tarte.
3. Kiss Nails agrees to assist Tarte in every legal way to evidence, record and perfect this Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Tarte is unable for any reason whatsoever to secure Kiss Nails' signature to any document it is entitled to under this Assignment, Kiss Nails hereby irrevocably designates and appoints Tarte and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Kiss Nails, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Kiss Nails.

