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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

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

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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> TRADEMARK REEL: 005269 FRAME: 0888

EXHIBIT A

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "<u>Assignment</u>") 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.

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4. Kiss Nails represents and warrants to Tarte that: (a) Kiss Nails was the sole owner of all rights, title and interest in and to the Trademark, (b) Kiss Nails has not assigned, transferred, licensed, pledged or otherwise encumbered the Trademark or agreed to do so, (c) Kiss Nails has full power and authority to enter into this Assignment and to make the assignment set forth herein, (d) no claim or demand of any person has been made nor is there any proceeding that is pending, or to the knowledge of Kiss Nails after due inquiry, threatened, nor is there a reasonable basis therefor, which (i) challenges the rights of Kiss Nails with respect to the Trademark, (ii) asserts that Kiss Nails is infringing or is otherwise in conflict with, or is, required to pay any royalty, license fee, charge or other amount with regard to the Trademark, or (iii) claims that any default exists under any agreement or arrangement, and (e) the Trademark is not subject to any outstanding order, ruling, decree, judgment or stipulation by or with any court, arbitrator, or administrative agency, and has not been the subject of any litigation within the last five years, whether or not resolved in favor of Kiss Nails.

IN WITNESS WHEREOF, Kiss Nails has executed this Assignment as of the date first written above.

KISS NAIL PRODUCTS, INC., a New York corporation

	By: Name: Title:	David Cho Legal Counsel
STATE OF NCWYORK COUNTY OF NASSAU)) ss.)
me on the bases of satisfactory evid the within instrument and acknomis/her/their authorized capacity(ies	ence, to be wledged to be, and that b	ne,, Notary Public,, personally known to me, or who proved to the person(s) whose name(s) is/are subscribed to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the person(s) acted, executed the instrument

WITNESS my hand and official seal.

My commission expires: $\frac{7/21/16}{}$

JODY GOTTWIRT

NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GO6190233

Qualified in Nassau County
Commission Expires July 21, 2016

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