

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nadia Smith		04/02/2015	INDIVIDUAL: UNITED STATES
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:	4231702	HIGH PERFORMANCE COSMETICS	
CORRESPONDENCE DATA			
Fax Number:	3032230942		
<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:	(303) 223-1142		
Email:	eholmes@bhfs.com		
Correspondent Name:	Emily C. Holmes		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	015135.0026 4/22/15		
NAME OF SUBMITTER:	Emily C. Holmes		
SIGNATURE:	/emilycholmes/		
DATE SIGNED:	04/22/2015		
Total Attachments: 5			
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EXHIBIT A

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This **TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT** (this "Assignment") is effective as of April 2, 2015, 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 Nadia Smith DBA EnvyDerm Cosmetics Company, an individual resident of the state of California with an address at 32565 B Golden Lantern Street, #495, Dana Point, California 92629 ("EnvyDerm"). In the event of a conflict between this Assignment and the Settlement Agreement (defined below), this Assignment will control.

WHEREAS, Tarte and EnvyDerm are parties to a Settlement Agreement (the "Settlement Agreement"), pursuant to which, among other things, EnvyDerm has agreed to sell, convey, assign, transfer and deliver to Tarte, and Tarte has agreed to purchase, accept and take from EnvyDerm, the Trademark (as defined below) and the Domain Names (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, EnvyDerm hereby agrees as follows:

1. EnvyDerm hereby assigns to Tarte all of EnvyDerm's right, title and interest in and to the HIGH PERFORMANCE COSMETICS trademark, including the federal trademark registration for the HIGH PERFORMANCE COSMETICS trademark (U.S. Reg. No. 4,231,702) (the "Trademark"), together with that portion of EnvyDerm's 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. Furthermore, EnvyDerm hereby sells, transfers and assigns to Tarte, all of EnvyDerm's right, title and interest in and to the domain names set forth on Schedule 1 hereto (the "Domain Names"), including all of EnvyDerm's rights as the registrant of the Domain Names. EnvyDerm shall make all necessary arrangements to ensure the current registrar handling the registrations for the Domain Names ("EnvyDerm's Registrar") transfers the Domain Names to Tarte's domain name registrar ("Tarte's Registrar") in accordance with the actions outlined in Section 2 below.

2. EnvyDerm will unlock the Domain Names and EnvyDerm's agent will provide Tarte with the authorization code for the Domain Names, and any other information needed for the transfer of the Domain Names, no later than three (3) days after execution of this Assignment. Tarte will initiate the transfer of the Domain Names at EnvyDerm's Registrar within seven (7) business days of receipt of the authorization code and any other information needed for the transfer of the Domain Names from EnvyDerm. EnvyDerm shall make all reasonably necessary arrangements to ensure that Tarte's Registrar can complete the transfer.

3. EnvyDerm acknowledges that, subsequent to the date hereof, EnvyDerm shall not claim to possess any right, title or interest in and to the Trademark or the Domain Names and

shall take no actions jeopardizing the existence or enforceability of the Trademark, the Domain Names or Tarte's rights therein. EnvyDerm will not adopt, use, register or seek to register any name, mark, or domain name 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 EnvyDerm and Tarte or sponsorship and/or endorsement of EnvyDerm by Tarte.

4. EnvyDerm agrees to assist Tarte in every reasonable 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.

5. EnvyDerm represents and warrants to Tarte that: (a) EnvyDerm was the sole owner of all rights, title and interest in and to the Trademark and the Domain Names, (b) EnvyDerm has not assigned, transferred, licensed, pledged or otherwise encumbered the Trademark or the Domain Names or agreed to do so, (c) EnvyDerm 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 EnvyDerm after due inquiry, threatened, nor is there a reasonable basis therefor, which (i) challenges the rights of EnvyDerm with respect to the Trademark or the Domain Names, (ii) asserts that EnvyDerm 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 the Domain Names, or (iii) claims that any default exists under any agreement or arrangement, and (e) neither the Trademark nor the Domain Names, are 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 EnvyDerm.

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

**NADIA SMITH DBA ENVYDERM
COSMETICS COMPANY,**
an individual resident of the State of California

[Handwritten Signature]
NOTARY CERTIFICATE
ATTACHED
4-2-2015

By: *[Handwritten Signature]*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2015, by Nadia Smith, an individual resident of the state of California.

(Seal, if any)

(Signature of Notarial Officer)

Commission Expires: _____

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

s.s.

On April 2nd 2015 before me, Patrick James Kopeny, Notary Public

Name of Notary Public, Title

personally appeared Nadia Smith

Name of Signer (1)

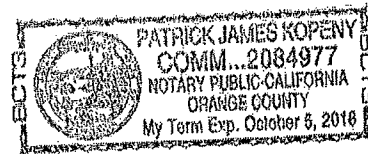
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Patrick James Kopeny
Signature of Notary Public



Seal

October 5th 2018
OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-fact
 Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name of Partnership, Entity, or Other Representative

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer Signer(s) Thumbprints(s)

Schedule 1

Domain Names

Domain Name	Registrar
highperformancecosmetics.com	GoDaddy.com, LLC
highperformancecosmetic.com	GoDaddy.com, LLC