

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453655

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Sumita Cosmetics USA, LLC		12/07/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gianni Fasan		
<b>Street Address:</b>	Via Pialoi 21/A Marcon		
<b>City:</b>	Venezia		
<b>State/Country:</b>	ITALY		
<b>Postal Code:</b>	30020		
<b>Entity Type:</b>	INDIVIDUAL: ITALY		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3962733	SUMITA BEAUTY	
<b>Registration Number:</b>	3962732	SUMITA BEAUTY	
<b>Registration Number:</b>	3962731	SUMITA BEAUTY	
<b>Registration Number:</b>	3248462	SUMITA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8052301355		
<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>			
<b>Phone:</b>	8052301350		
<b>Email:</b>	nabeloe@socalip.com		
<b>Correspondent Name:</b>	SoCal IP Law Group LLP		
<b>Address Line 1:</b>	310 N. Westlake Blvd., Suite 120		
<b>Address Line 4:</b>	Westlake Village, CALIFORNIA 91362		
<b>NAME OF SUBMITTER:</b>	Nicole M. Abeloe		
<b>SIGNATURE:</b>	/Nicole M. Abeloe/		
<b>DATE SIGNED:</b>	12/07/2017		
<b>Total Attachments: 2</b>			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into by and between Sumita Cosmetics USA, LLC, a California Limited Liability Company ("Assignor") and Gianni Fusari, an individual ("Assignee"), and is made with respect to the following recitals and is made effective December 7, 2017.

- A. Assignor has used the marks SUMITA and SUMITA BEAUTY as trademarks and has thereby obtained goodwill in the marks (the "Assignor Trademarks").
- B. Assignor has obtained the U.S. and foreign Trademarks listed in Exhibit A attached to this agreement, including any applications and registrations based thereon (e.g. national applications and registrations based upon the identified Madrid Protocol applications) (the "Assignor Registrations").
- C. Assignee has become the successor of the ongoing and existing business or portion thereof of Assignor related to the Assignor Trademarks.

In consideration of the promises, mutual covenants and agreements contained in this Agreement, the parties agree as follows:

- 1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Assignor Trademarks throughout the world in any typeface, stylization, colors, and/or capitalization, and any US state, federal or foreign applications and registrations of the foregoing, including the Assignor Registrations, including the goodwill associated therewith (altogether, "the Assignor Trademark Rights").
- 2. Assignor acknowledges receipt of adequate consideration.
- 3. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Trademarks to Assignee as owner of all right, title and interest therein, or otherwise as Assignee may direct, in accordance with the terms of the Assignment.
- 4. The validity, construction, and performance of this Agreement shall be governed by the laws of the State of California without regard to principles of conflicts of law.
- 5. The parties hereto are separate and independent legal entities. Nothing herein contained will be construed or deemed hereby to create a principal/agent relationship between the parties nor any form of partnership or joint venture.
- 6. This Agreement may be executed in two or more counterparts each of which shall be deemed an original but both of which together shall constitute one and the same instrument.
- 7. Assignor represents and warrants that Assignor has the full right to convey the entire right, title and interest herein assigned, and that Assignor will not take any action, use any trademark or domain name, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.

Sumita Cosmetics USA, LLC

Gianni Fusari

Gianni Fusari, Member

Individual

Date: December 7, 2017

Date: December 7, 2017

EXHIBIT A

<b>Trademark Name</b>	<b>Country</b>	<b>Application No./ Filing Date</b>	<b>Reg. No. / Reg. Date</b>	<b>International Class Number</b>
SUMITA BEAUTY	United States	77882555 11/30/2009	3962733 05/17/2011	003
SUMITA BEAUTY	United States	77882535 11/30/2009	3962732 05/17/2011	044
SUMITA BEAUTY	United States	77882506 11/30/2009	3962731 05/17/2011	035
SUMITA	United States	78671254 07/15/2005	3248462 05/29/2007	003 and 044
SUMITA	Madrid Protocol	1297004 03/14/2016	1297004 03/14/2016	003 and 044
SUMITA	Canada	1,819,102 01/20/2017		003