

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475932

<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>
Carmen Tunis		03/27/2018	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tarte, Inc.		
<b>Street Address:</b>	1375 Broadway, Suite 800		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3876674	SOAP TART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7023828135		
<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>	7024647079		
<b>Email:</b>	jobermeyer@bhfs.com		
<b>Correspondent Name:</b>	Daniel I. Ackerman		
<b>Address Line 1:</b>	410 17th Street, Ste 2200		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	15135-0130		
<b>NAME OF SUBMITTER:</b>	Daniel I. Ackerman		
<b>SIGNATURE:</b>	/Daniel I. Ackerman/		
<b>DATE SIGNED:</b>	05/30/2018		
<b>Total Attachments: 4</b>			
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OP \$40.00 3876674

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (the "Assignment") is made to be effective the 27<sup>th</sup> day of March, 2018 by Carmen Tunis, an individual residing in the state of California and having her principal residence at 2625 E. 2nd Street, Long Beach, California 90803 (the "Assignor"), in favor of Tarte, Inc., a corporation organized and existing under the laws of the state of New York and having its principal place of business at 1375 Broadway, Suite 800, New York, New York 10018 ("Assignee").

### RECITALS

WHEREAS, Assignor, Assignee, and Beautiful Organics, Inc. have entered into a Settlement Assignment dated March 27, 2018 (the "Settlement Assignment") which, among other things, settles and resolves the lawsuit between the parties in the U.S. District Court for the Central District of California filed on October 6, 2017, styled as Tarte, Inc. v. Carmen Tunis (Case No. 17-cv-07362-SJO-GJS) (the "California Lawsuit").

WHEREAS, Assignor desires to assign its entire right, title, and interest in and to the trademark SOAP TART and the goodwill associated with the mark, including the U.S. trademark registration 3876674 detailing the SOAP TART (& design) mark (collectively, the "Trademark"), to Assignee; and

WHEREAS, Assignee is desirous of obtaining all of Assignor's right, title, and interest in and to the Trademark.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign, and transfer to Assignee all worldwide rights, title, and interest in and to the Trademark, and the goodwill and common law rights appurtenant thereto, and the portion of the business associated therewith, along with the right to recover for damages and profits for any past, present, and future infringements thereof.

2. Assignor hereby warrants that, other than the license agreement between Assignor and Beautiful Organics, Inc. identified in the Settlement Agreement which is terminated and extinguished pursuant thereto, it has not pledged, mortgaged, assigned, transferred, or otherwise granted any rights or interests in the Trademark to any third party. Assignor further hereby warrants it is the sole owner of all rights, title, and interest in the Trademark.

3. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for

and on their behalf and instead of Assignor 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 Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Assignor represents and warrants to Assignee that: (a) Assignor was the sole owner of all rights, title and interest in the Trademark, (b) other than the license agreement between Assignor and Beautiful Organics, Inc. identified in the Settlement Agreement which has been terminated and extinguished pursuant thereto, Assignor has not assigned, transferred, licensed, pledged or otherwise encumbered the Trademark or agreed to do so, (c) Assignor has full power and authority to enter into this Assignment and to make the assignment set forth herein, (d) other than the California Lawsuit, no claim or demand of any person has been made nor is there any proceeding that is pending, or to the knowledge of Assignor after due inquiry, threatened, nor is there a reasonable basis therefor, which (i) challenges the rights of Assignor with respect to the Trademark, (ii) asserts that Assignor 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) other than the California Lawsuit, the Trademark is not subject to any outstanding order, ruling, decree, judgment or stipulation by or with any court, arbitrator, or administrative agency, or has been the subject of any litigation within the last five years, whether or not resolved in favor of Assignor.

5. The parties may execute this Assignment in counterparts, each of which together shall be deemed the complete and fully executed agreement.

6. This Assignment shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and assigns, and nothing in this Assignment, express or implied is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

7. This Assignment and the transactions contemplated hereby, and all disputes between the parties under or related to this Assignment or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed in and to be performed entirely within the State of New York, without regard to the conflicts of laws principles thereof that would require the application of the laws of any other jurisdiction. All disputes, claims, and controversies between the Parties arising from or relating to this Assignment including, without limitation, contract, tort, and other claims, shall be brought in the state or federal courts sitting in Los Angeles, California which shall have exclusive jurisdiction over any such action. Each of the parties hereby consents to the personal jurisdiction of, and waives any objection to venue in, such court.

\* \* \* \* \*



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

Subscribed and sworn to (or affirmed) before me on this 27th  
day of March, 2018, by Carmen Tunis

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in cursive script, appearing to read "Carmen Tunis", written over a horizontal line.