

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM506810

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900474370		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MARQUETTE BUSINESS CREDIT SPE I, LLC		10/25/2018	Limited Liability Company: MINNESOTA
KISS MY FACE, LLC		10/25/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KMF IP HOLDINGS LLC		
<b>Street Address:</b>	321 West 44th Street, Suite 1000		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4161256	PASSIONATELY NATURAL INCREDIBLY EFFECTIV	
<b>Serial Number:</b>	88029732	OBSESSIVELY KIDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8668643947		
<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>	9738281284		
<b>Email:</b>	tm@myerswolins.com		
<b>Correspondent Name:</b>	Myers Wolin, LLC		
<b>Address Line 1:</b>	100 Headquarters Plaza		
<b>Address Line 2:</b>	West Tower, Floor 7		
<b>Address Line 4:</b>	Morristown, NEW JERSEY 07960		
<b>ATTORNEY DOCKET NUMBER:</b>	KMF 8586		
<b>NAME OF SUBMITTER:</b>	Harris A. Wolin		
<b>SIGNATURE:</b>	/Harris A. Wolin/		
<b>DATE SIGNED:</b>	01/22/2019		

**Total Attachments: 15**

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source=kmf\_8586\_Marquette KMF IP Assignment Agreement Executed#page15.tif

## INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Rights Assignment (this "Assignment"), dated October 25, 2018, is by and among MARQUETTE BUSINESS CREDIT SPE I, LLC, a Minnesota limited liability company ("Foreclosing Seller"), SUPER G CAPITAL, LLC, a Delaware limited liability company ("Junior Lender"), KISS MY FACE, LLC, a Delaware limited liability company ("Borrower" and together with Foreclosing Seller and Junior Lender, collectively, "Assignor"), and KMF IP HOLDINGS LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to that certain Secured Party Sale Agreement and Joint Escrow Instructions dated as of October 25, 2018 (the "Sale Agreement"; capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Sale Agreement), Foreclosing Seller is selling, transferring, assigning, conveying and delivering to Assignee any and all of Assignor's right, title and interest in and to the Property (as defined in the Sale Agreement) of, including certain intellectual property owned by Borrower (the "Purchased IP");

WHEREAS, Foreclosing Seller and Junior Lender are parties to a Debt and Lien Subordination Agreement, dated as of June 28, 2018 (the "Subordination Agreement"), pursuant to which Junior Lender subordinated its debt and liens on the terms and conditions set forth therein;

WHEREAS, the Purchased IP includes the trademarks and trademark applications and registrations identified on the attached Schedule A (together with any and all copyright rights therein, the "Marks"), the domain name registrations and social media pages identified on the attached Schedule B (the "Domain Names") and the copyright applications and registrations identified on the attached Schedule C; and

WHEREAS, in accordance with the Sale Agreement, Assignee desires to acquire the Purchased IP, including the Marks and any and all rights of the Assignor therein, including the goodwill of the business associated therewith, all common law rights therein and all worldwide trademark and service mark registrations and applications therefore, including the registrations and applications identified on Schedule A, the Domain Names identified on Schedule B and the Copyrights identified on Schedule C.

NOW, THEREFORE, for good and valuable consideration provided for in the Sale Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, without recourse, representation or warranty of any kind, any and all of Assignor's worldwide right, title and interest in and to the Purchased IP, including without limitation: (a) the Marks, all common-law rights therein, and all registrations and applications therefor identified on Schedule A, together with the goodwill of the business symbolized thereby; (b) the Domain Names identified on Schedule B; (c) the Copyrights identified on Schedule C; (d) all other trademarks, service marks, trade names, domain names, works of authorship, copyrights, trade secrets and all other intellectual property rights included in the Purchased IP, including without limitation all patent, trade secret, copyright and other artistic, literary and moral rights, database, mask work,

trademark, service mark, trade dress right and domain name rights and all goodwill associated therewith, and all other intellectual property and proprietary rights, in any of the foregoing.

Assignor further assigns to Assignee, without recourse, representation or warranty of any kind, any and all of Assignor's rights (i) in and to causes of action and enforcement rights associated with the Marks, Domain Names, Copyrights and other Purchased IP, including, without limitation, all rights to pursue damages, injunctive relief and other remedies for past and future infringement or other violation of the Marks, Domain Names, Copyrights and other Purchased IP and (ii) to apply in any or all countries of the world for patent, trademark and copyright protection for the Purchased IP.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations or liabilities.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.


In the event of a conflict between this Assignment and the Sale Agreement, the terms and conditions of the Sale Agreement shall take precedence.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.

**ASSIGNOR:**

**MARQUETTE BUSINESS CREDIT  
SPE I, LLC, a Minnesota limited liability  
company**

By:   
Name: Jared G. Vittoria  
Title: Senior Vice President

**SUPER G CAPITAL, LLC, a Delaware  
limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**KISS MY FACE, LLC, a Delaware  
limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Agreed:

**ASSIGNEE:**

**KMF IP HOLDINGS LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

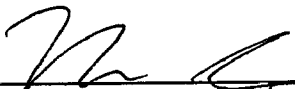
IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.

**ASSIGNOR:**

**MARQUETTE BUSINESS CREDIT  
SPE I, LLC, a Minnesota limited liability  
company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUPER G CAPITAL, LLC, a Delaware  
limited liability company**

By:  \_\_\_\_\_  
Name: MAC COB  
Title: CEO

**KISS MY FACE, LLC, a Delaware  
limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Agreed:

**ASSIGNEE:**

**KMF IP HOLDINGS LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.

**ASSIGNOR:**


**MARQUETTE BUSINESS CREDIT  
SPE I, LLC, a Minnesota limited liability  
company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUPER G CAPITAL, LLC, a Delaware  
limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**KISS MY FACE, LLC, a Delaware  
limited liability company**

By:  \_\_\_\_\_  
Name: Leticia Bovicello  
Title: CEO

Acknowledged and Agreed:

**ASSIGNEE:**

**KMF IP HOLDINGS LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.

**ASSIGNOR:**

**MARQUETTE BUSINESS CREDIT  
SPE I, LLC, a Minnesota limited liability  
company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUPER G CAPITAL, LLC, a Delaware  
limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**KISS MY FACE, LLC, a Delaware  
limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Agreed:

**ASSIGNEE:**

**KMF IP HOLDINGS LLC, a Delaware limited liability company**

By:  \_\_\_\_\_  
Name: Daniel Setton  
Title: CEO



**CERTIFICATE OF ACKNOWLEDGEMENT**

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 \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, 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.

Signature

\_\_\_\_\_

CERTIFICATE OF ACKNOWLEDGEMENT

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~~ New York )  
County of Westchester )

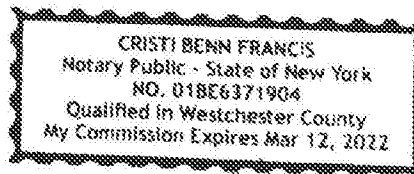
On October 14, 2015, before me, Cristi Benn Francis, a Notary Public, personally appeared Letitia Baviello, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in 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.

Signature

Cristi Benn Francis



**SCHEDULE A**

**Marks**

<b>Trademark</b>	<b>Registered</b>	<b>Filed</b>	<b>Country</b>	<b>Class</b>	<b>Reg No.</b>	<b>Filing No.</b>
KISS MY FACE	11 May 2007	01 Mar 2006	Argentina	03	2.157.638	2656963
KISS MY FACE	17 Oct 1994	17 Dec 1992	Australia	03	592643	592643
KISS MY FACE	21 Jul 2009	17 Nov 2005	Barbados	03	81/21163	81/21163
KISS MY FACE	01 Aug 1997	13 May 1996	Benelux	03	600863	870988
KISS MY FACE	(Pending)	28 Jul 2015	Brazil	03	909744971	
KISS MY FACE	17 Jul 2007	10 Sep 2005	Bulgaria	03	00060284	2005081350
KISS MY FACE PEACE (DESIGN)	23 Jul 2014	26 Oct 2010	Canada	03; 04	TMA882680	1502186
MOISTURE SHAVE	10 Mar 2010	13 Aug 2008	Canada	03	TMA761301	1407119
OBSESSIVELY NATURAL KIDS	05 Mar 2013	16 Mar 2010	Canada	03	TMA845274	1474172
KISS MY FACE MOISTURE SOAP	17 Feb 2011	27 Jan 2009	Canada	03	TMA791080	1425700
KISS KIDS	31 Jan 2003	19 Nov 1997	Canada	03	TMA574850	0861938
OBSESSIVELY NATURAL	17 Nov 2008	11 Oct 2005	Canada	03; 04	TMA728491	1275259
DOWNTIME	18 Mar 2008	11 Jul 2005	Canada	03	TMA709854	1264258
NOURISH NATURALLY WITH OUR BOTANICAL BLENDS	22 Oct 2014	20 Sep 2012	Canada	03	TMA888548	1594279
KISS MY FACE (DESIGN - NEW VERSION)	14 Aug 2015	27 Sep 2013	Canada	03	TMA911211	1645544
NATURALLY NOURISHING ANTIOXIDANTS	03 Mar 2016	11 Aug 2014	Canada	03	TMA930491	1688991
ONE KISS IS ALL IT TAKES	17 Feb 2016	25 Jul 2014	Canada	03	TMA929127	1687025
KISS MY FACE	04 Jan 1985	18 Nov 1982	Canada	03; 25	TMA298898	0495093
KISS MY FACE NATURALLY EFFECTIVE (DESIGN)		08 Jul 2016	Canada	03		1790520
KISS MY FACE	25 May 2016	18 Jan 2006	Chile	03	1200602	181624
KISS MY FACE	21 Aug 1997	03 Mar 1994	China	03	1080901	1080901
KISS MY FACE	07 Nov 2009	09 Oct 2006	China	03	5649844	5649844
KISS MY FACE (DESIGN)	07 Jun 2015	25 Apr 2014	China	03	14458077	14458077
KISS MY FACE (IN CHINESE CHARACTERS)	28 Jul 2015	20 Jun 2014	China	03	14621134	14621134
KISS MY FACE	07 Jun 2007	28 Nov 2006	Colombia	03	334708	06120186
KISS MY FACE	12 Jun 2006	23 Sep 2005	Costa Rica	03	159715	2005-0007323
KISS MY FACE	15 Jun 2003		Dominican	03	135683	

Trademark	Registered	Filed	Country	Class	Reg No.	Filing No.
			Republic			
KISS MY FACE (DESIGN)	13 Oct 2013	26 Jun 2012	Egypt	03	276430	276430
KISS MY FACE	08 Mar 2007		El Salvador	03	193/81	
KISS MY FACE	18 Apr 2006	16 Mar 2005	European Union	03; 25; 42	004342085	004342085
KISS MY FACE	17 Apr 2002	30 Aug 2000	European Union	03; 04; 05; 25; 35	001832724	001832724
KISS MY FACE (DESIGN)	07 Dec 2016	09 Aug 2016	European Union	03	015736457	015736457
KISS MY FACE NATURALLY EFFECTIVE (DESIGN)	07 Dec 2016	05 Aug 2016	European Union	03	015731532	015731532
KISS MY FACE ORGANICS (DESIGN)	15 Dec 2016	24 Aug 2016	European Union	03	015768732	015768732
KISS MY FACE	22 Apr 1996	18 Jul 1994	Finland	03	143630	199403598
KISS MY FACE	08 Jul 1995	08 Jul 1995	Hong Kong	03	199807346	199807346
KISS MY FACE	06 Sep 2004	21 Apr 2004	Iceland	03	670/2004	1082/2004
KISS MY FACE	07 Mar 2007	06 Jun 2005	India	03	613738	1362740
KISS MY FACE	12 Jul 2011	19 Nov 2007	Indonesia	03	IDM000312529	D00.2007.038081
KISS MY FACE	05 Nov 1996	03 Mar 1995	Israel	03	97380	97380
KISS MY FACE	17 May 1996	26 Nov 1993	Italy	03	1564674	MI1993C008201
KISS MY FACE	14 Nov 2003	04 Apr 2003	Japan	03; 04; 25	4726564	2003-27244
KISS MY FACE	20 Jan 2002	10 Nov 2000	Latvia	03	M48949	M001633
KISS MY FACE	29 Dec 1999	29 Dec 1999	Lebanon	25; 37	82125	82125
KISS MY FACE (DESIGN)	16 Jan 2017	26 May 2015	Malaysia	03	2015005629	2015005629
KISS MY FACE	30 May 2000	15 Jun 1998	Mexico	03	656228	336145
KISS MY FACE	24 Mar 1997	18 Jul 1994	New Zealand	03	238957	238957
KISS MY FACE	02 May 1996	22 Jul 1994	Norway	03	172721	19944104
KISS MY FACE	30 Apr 1998	02 May 1997	Norway	03	189653	19973528
KISS MY FACE	22 Jan 2008	09 Nov 2007	Norway	03	243788	200713736
KISS MY FACE	30 Aug 2005	30 Aug 2005	Panama	03	144945	144945
KISS MY FACE		09 Sep 2016	Paraguay	03		59258/2016
KISS MY FACE	20 Oct 1995	23 Jun 1995	Peru	03	20408	625300
KISS MY FACE	15 Jan 2002	29 Jun 1995	Philippines	03	4-1995-103279	4-1995-103279
KISS MY FACE	19 Jun 1995	19 Jun 1995	Poland	03	103597	148195
KISS MY FACE	27 Jun 2003	15 Nov 2000	Russian Federation	03	249975	200729006
KISS MY FACE	08 Aug 1994	08 Aug 1994	Singapore	03	T9406801F	
KISS MY FACE	28 May 1997	28 May 1997	Singapore	03	T9706166G	
KISS MY FACE	11 Oct 2006	11 Oct 2006	Singapore	03	T0621242Z	
KISS MY FACE	02 Jul 2007	02 Jul 2007	South Africa	03	2007/11925	
KISS MY FACE	12 Jun 1996	06 May 1995	KR	03	40-340981	40-1995-0017567
KISS MY FACE	15 Jan 1997	06 May 1995	KR	03	40-353691	40-1995-

Trademark	Registered	Filed	Country	Class	Reg No.	Filing No.
						0017568
KISS MY FACE	01 Jul 2005	23 Jun 2004	Taiwan	03	01160216	93028809
KISS MY FACE	15 Dec 2004	15 Dec 2004	Thailand	03	TM235558	575933
KISS MY FACE	05 May 1995	05 May 1995	Turkey	03	160580	95/004403
KISS MY FACE	10 Jun 2016	20 Jan 2015	Ukraine	03	212705	M201500568
KISS MY FACE	08 May 2017	28 Aug 2016	UAE	03	259050	259050
POTENT & PURE	15 Nov 2016	30 Jun 2014	US	03	5080210	86/324528
SENSITIVE TYPE	25 Aug 2015	05 Dec 2014	US	03	4801412	86/472857
KISS IT & MAKE IT BETTER	(Pending)	06 Apr 2017	US	03		87/401270
KISS MY FACE PEACE (DESIGN)	01 Jan 2013	26 Apr 2010	US	03	4268625	85/023142
C THE CHANGE	29 Apr 2008	11 May 2006	US	03	3418350	78/881667
BREAK OUT	08 Jul 2008	31 Mar 2006	US	03	3464832	78/851699
ACTIVE ATHLETIC	17 Oct 2006	30 Nov 2005	US	03	3158568	78/763833
KISS MY FACE WHITENING	25 Jul 2006	14 Oct 2005	US	03	3120784	78/733434
FACE FACTOR	04 Oct 2005	19 Nov 2003	US	03	3005002	78/330056
CLEAN FOR A DAY	09 Aug 2005	23 Dec 2003	US	03	2984160	78/345001
CELL MATE	02 Aug 2005	20 Nov 2003	US	03	2982091	78/330559
TREATMINT	09 May 2006	15 Apr 2004	US	03	3091150	78/402473
COLD & FLU BATH	07 Mar 2006	30 Mar 2004	US	03	3065090	78/393122
SO REFINED	20 Apr 2004	16 Jun 2003	US	03	2834677	78/262856
UNDER AGE	20 Apr 2004	16 Jun 2003	US	03	2834675	78/262790
C'S THE DAY	13 Jan 2004	02 Dec 2002	US	03	2805914	78/190001
BIG KISS	20 Jan 2004	06 Oct 2002	US	03	2807490	78/171442
BARE NAKED	02 Dec 2003	01 Oct 2002	US	03	2789894	78/169940
OBSESSIVELY ORGANIC	05 Aug 2003	30 Jan 2002	US	03	2748862	78/105719
UPPER MANAGEMENT	28 May 2002	08 Mar 2001	US	03	2574612	78/052019
MISS TREATED	11 Jun 2002	08 Mar 2001	US	03	2580430	78/052010
WHENEVER	11 Jun 2002	08 Mar 2001	US	03	2580429	78/052006
BIG BODY	11 Jun 2002	08 Mar 2001	US	03	2580428	78/051998
OBSESSIVELY NATURAL KIDS	19 Oct 2010	16 Sep 2009	US	03	3862823	77/828071
ECONOMICALLY FRIENDLY	15 Feb 2011	04 Mar 2009	US	03	3920352	77/683395
SCENTSLESS	09 Jun 2009	04 Nov 2008	US	03	3634808	77/606676
KISS MY FACE MOISTURE SOAP	17 Mar 2009	28 Jul 2008	US	03	3590613	77/532702
OLIVE MY BODY	16 Dec 2008	30 Nov 2007	US	03	3547974	77/341506
DO WHAT COMES NATURALLY	16 Sep 2008	04 Sep 2007	US	03	3500994	77/270565
PEACHES &	29 Jul 2008	10 Aug 2007	US	03	3475145	77/252367

Trademark	Registered	Filed	Country	Class	Reg No.	Filing No.
CREME						
HOT SPOTS	16 Dec 2003	24 Jan 2003	US	03	2794325	76/484976
KISS MY FACE	15 Apr 2003	23 Apr 2001	US	25	2706187	76/244846
ROUGH THYME	26 Mar 2002	23 Mar 2000	US	03	2553790	76/007655
PEACEFUL PATCHOULI	18 Jul 2000	16 Sep 1999	US	03	2368794	75/800946
SWYFLOTTER	01 Feb 2000	01 Feb 1999	US	05	2314514	75/632265
EARLY TO RISE	18 Jan 2000	22 May 1998	US	03	2309911	75/490230
EARLY TO BED	18 Jan 2000	22 May 1998	US	03	2309910	75/490228
SUN SWAT	14 Sep 1999	07 Nov 1997	US	03	2278436	75/386899
GERMSASIDE	20 Apr 1999	30 Oct 1997	US	05	2241307	75/381727
KISS MY FACE	21 Dec 1999	22 Sep 1997	US	03	2301324	75/361218
KISS KIDS	11 Mar 2003	22 Sep 1997	US	03; 25	2695981	75/361217
HOLD UP!	12 Jan 1999	29 Jul 1997	US	03	2217924	75/332312
KISS AND GO!	04 Jul 1995	06 Jun 1994	US	03	1902308	74/534243
KISS MY FACE	22 Nov 1988	28 Apr 1988	US	03	1513297	73/725035
ACTIVE LIFE	12 Jun 2012	18 Oct 2011	US	03	4157753	85/449913
KISS MY FACE SHIMMER	28 Aug 2012	18 Oct 2011	US	03	4200053	85/449891
BETTER SOAP PEACE SOAP BETTER WORLD	07 Aug 2012	22 Dec 2011	US	03	4186701	85/502147
KISS MY FACE	23 Oct 2012	08 Mar 2012	US	03	4229593	85/563688
NATURAL EFFECTIVE CRUELTY-FREE	18 Dec 2012	13 Apr 2012	US	03	4260759	85/597678
NOURISH NATURALLY WITH OUR BOTANICAL BLENDS	16 Jul 2013	30 May 2012	US	03	4369866	85/638546
AROMATHERAP EUTIC	18 Feb 2014	15 Jun 2012	US	03	4483371	85/652916
MOISTURE SHAVE	15 Oct 2013	04 Sep 2012	US	03	4417096	85/719674
OLIVE & ALOE	17 Sep 2013	23 Aug 2012	US	03	4402610	85/710758
TROPICAL INDULGENCE	27 May 2014	12 Jun 2013	US	03	4540251	85/957794
ANTIOXIDANT DEFENDERS	12 Aug 2014	13 Aug 2013	US	03	4585922	86/036745
KISS MY FACE (DESIGN - OLD VERSION)	17 Dec 2013	16 Apr 2013	US	03	4450641	85/905675
KISS MY FACE (DESIGN - NEW VERSION)	17 Dec 2013	16 Apr 2013	US	03	4450642	85/905703
AIR POWERED SPRAY	12 Aug 2014	13 Aug 2013	US	03	4586234	86/036753
BARE NAKED	04 Nov 2014	01 Apr 2014	US	03	4632090	86/238946
NATURALLY NOURISHING ANTIOXIDANTS	18 Nov 2014	07 Apr 2014	US	03	4642790	86/244260
ONE KISS IS ALL	11 Nov 2014	14 Mar 2014	US	03	4636349	86/221988

Trademark	Registered	Filed	Country	Class	Reg No.	Filing No.
IT TAKES						
KISS MY FACE NATURALLY EFFECTIVE (DESIGN)	03 Oct 2017	08 Jul 2016	US	03	5302761	87/097022
KISS MY FACE	14 Mar 2017	28 Jul 2016	US	35	5160260	87/120025
KISS MY FACE ORGANICS (DESIGN)	03 Oct 2017	23 Aug 2016	US	03	5303023	87/147867
KIDS DEFENSE		15 Mar 2017	US	03		87/372398
SENSITIVE SIDE	(Pending)	15 Mar 2017	US	03		87/372430
PASSIONATELY NATURAL INCREDIBLY EFFECTIVE	19 June 2012	26 Oct 2011	US	03	4161256	85/456,940
OBSESSIVELY KIDS	(Pending)	9 July 2018	US	03		88/029732
KISS MY FACE	16 Nov 2012	08 Oct 2003	Venezuela	03	P-323044	2003-014538
KISS MY FACE	(Pending)	21 Dec 2015	Vietnam	03		4-2015-36041

**SCHEDULE B**

**Domain Names**

ILOVEKISSMYFACE.COM  
ILOVEKMF.CA  
ILOVEKMF.COM  
ILOVETOKISSMYFACE.CA  
ILOVETOKMF.CA  
ILOVETOKMF.COM  
KISS-MY-FACE.CA  
KISS-MY-FACE.COM  
KISS-MY-FACE.NET  
KISS-MY-FACE.ORG  
KISSMYFACE.COM  
KISSMYFACE.ORG  
KISSMYFACE.XXX  
KISSMYFACEBOOK.COM  
KISSMYFACEWEBSTORE.COM  
KISSPEACESOAP.COM  
KMF.XXX  
PEACESOAPS.COM  
THEPLEDGEFORPEACE.COM  
THEPLEDGEFORPEACE.INFO  
WELOVETOKMF.COM



**SCHEDULE C**

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