

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shiseido Americas Corporation		07/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Shiseido Company, Limited		
Street Address:	5-5, Ginza 7-chome		
City:	Chuo-ku, Tokyo, 104-0061		
State/Country:	JAPAN		
Entity Type:	Limited Company: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87166209	XPL	
CORRESPONDENCE DATA			
Fax Number:	2122468959		
<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:	2127083460		
Email:	slebson@ladas.com		
Correspondent Name:	Ladas & Parry LLP		
Address Line 1:	1040 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	A19TMA21603-US		
NAME OF SUBMITTER:	Scott J. Lebson		
SIGNATURE:	/sjl/		
DATE SIGNED:	11/26/2019		
Total Attachments: 4			
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CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("*Confirmatory Agreement*"), is made as of July 1st, 2019 ("*Effective Date*") by and between Shiseido Americas Corporation, a Delaware corporation ("*Assignor*") and Shiseido Company, Limited, a Japanese limited company ("*Assignee*").

WHEREAS, Pursuant to that certain Intellectual Property Assignment Agreement, dated July 1st, 2019 by and between Assignor and Assignee ("*Assignment Agreement*"), Assignor has transferred its intellectual property rights related to the development and marketing of skin-care products in the cosmetic and dermatological fields that relates to two-part reactive silicone polymer systems that produce films that adhere to skin, including, without limitation, the registered trademarks and trademark applications listed on the attached Appendix 1 and the registered patents and patent applications listed on the attached Appendix 2, (such intellectual property, the "*Transferred IP*") to Assignee.

WHEREAS, Assignor and Assignee are entering into this Confirmatory Agreement to restate, evidence, and confirm the transfer of the Transferred IP to Assignee.

Intending to be legally bound, the parties hereto agree as follows:

1. Effective as of the date hereof, on the terms and subject to the conditions set forth in the Assignment Agreement, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Transferred IP, including, together with any foreign counterparts or equivalents thereto, existing now or in the future, renewals and extensions of any of the foregoing and any Transferred IP that may be registered upon or issue from any of the foregoing, together with all rights to income, royalties, damages and payments becoming due or payable before, from or after the Effective Date and the rights to sue and collect damages for past, current or future infringements, misappropriations or other violations thereof, and any corresponding, equivalent or counterpart rights, title or interest that now exist or may be secured hereafter anywhere in the world, and all copies and tangible embodiments of the foregoing, for Assignee's own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future misappropriation, infringement or other unauthorized use of the Transferred IP, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor hereby authorizes and requests the United States Patent and Trademark Office and any other similar governmental authority in countries foreign to the United States to record Assignee as the assignee and owner of the Transferred IP, and to register or issue any and all Transferred IP thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

3. The respective rights of Assignor and Assignee with respect to the Transferred IP sold, conveyed, assigned, transferred and delivered hereby shall be governed exclusively by the Assignment Agreement, and nothing in this Confirmatory Agreement shall alter any liability or obligation arising under the Assignment Agreement. If there is any conflict or inconsistency



between the provisions of the Assignment Agreement and this Confirmatory Agreement, the provisions of the Assignment Agreement shall govern.

4. Nothing in this Confirmatory Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

5. This Confirmatory Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

6. This Confirmatory Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

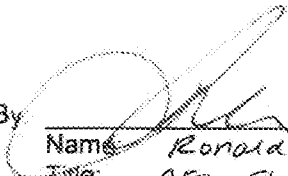
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Assignee and Assignor have caused this Confirmatory Intellectual Property Assignment Agreement to be executed by their duly authorized representatives as of the date first above written.

ASSIGNOR:

SHISEIDO AMERICAS CORPORATION

By: 
Name: *Ronald Gee*
Title: *CFO - Shiseido Americas*
Global M & A Leader - Shiseido Group

ASSIGNEE:

SHISEIDO COMPANY, LIMITED

By: 
Name: *Kentaro Adachi*
Title: *Vice President*

UNITED STATES OF AMERICA

APPENDIX 1

XPL

Application No. 87166209