

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM572641

<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>
Tarte, Inc.		04/03/2020	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Heart to Tarte Foundation		
<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>	Non-Profit Corporation: COLORADO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5662557	HEART TO TARTE	
<b>Registration Number:</b>	5662543	HEART TO TARTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3032231100		
<b>Email:</b>	DNTrademarkDocket@bhfs.com		
<b>Correspondent Name:</b>	Andrea M. LaFrance		
<b>Address Line 1:</b>	410 Seventeenth Street, Suite 2200		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>NAME OF SUBMITTER:</b>	Andrea M. LaFrance		
<b>SIGNATURE:</b>	/Andrea M. LaFrance/		
<b>DATE SIGNED:</b>	04/20/2020		
<b>Total Attachments: 4</b>			
source=Tarte, Inc. and Heart to Tarte Foundation - Trademark Assignment Agreement (HEART TO TARTE Marks)#page1.tif			
source=Tarte, Inc. and Heart to Tarte Foundation - Trademark Assignment Agreement (HEART TO TARTE Marks)#page2.tif			
source=Tarte, Inc. and Heart to Tarte Foundation - Trademark Assignment Agreement (HEART TO TARTE Marks)#page3.tif			

OP \$65.00 5662557



## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Agreement**”) is entered into as of the 3<sup>rd</sup> day of April, 2020 (the “**Effective Date**”) by Tarte, Inc., a New York corporation, with a principal address at 1375 Broadway, Suite 800, New York, New York 10018 (“**Assignor**”), and Heart to Tarte Foundation, a Colorado non-profit corporation, with a principal address at 1375 Broadway, Suite 800, New York, New York 10018 (“**Assignee**”).

### RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks HEART



TO TARTE and (“HEART TO TARTE & Design”), and all goodwill associated therewith, including but not limited to United States trademark registrations for HEART TO TARTE (U.S. Trademark Registration No. 5,662,543) and HEART TO TARTE & Design (U.S. Trademark Registration No. 5,662,557), collectively referred to herein as the “Assigned Trademarks”; and

WHEREAS, Assignor desires to transfer and assign the Assigned Trademarks to Assignee and in connection therewith, Assignor and Assignee wish to transfer record title of the Assigned Trademarks and to execute a document suitable for recordation in the United States Patent and Trademark Office and other trademark offices worldwide.

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

#### Assignment.

1.1. Assignor hereby sells, assigns, conveys, transfers and sets over to Assignee and Assignee’s successors, assigns and legal representatives all of Assignor’s right, title and interest in, to and under the Assigned Trademarks throughout the world, together with the goodwill of the business symbolized by the Assigned Trademarks, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, including all rights to claim priority in and to the Assigned Trademarks and apply to register, register and maintain registrations for the Assigned Trademarks, together with the right to sue and recover for, and the right to profits, penalties, damages, or other payments due or accrued arising out of or in connection with any and all past, present and future infringements or dilution of or damage or injury to the Assigned Trademarks or the goodwill represented thereby (the “**Assigned Rights**”).

1.2. Assignor further agrees to assist Assignee in every legal way to evidence, record and perfect the assignment contained herein and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the Assigned Rights. If Assignee is unable for any reason whatsoever to secure Assignor’s signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and 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 a power coupled with an interest and is irrevocable.

1.3. Assignor acknowledges and agrees that subsequent to the Effective Date, Assignor does not possess and shall not claim to possess any right, title or interest in and to the Assigned Rights and shall take no actions jeopardizing the existence or enforceability of the Assigned Rights or Assignee's rights therein.

Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes any prior or contemporaneous understandings, agreements or representations. No supplement, modification, amendment or waiver of this Agreement shall be binding unless executed in writing by both parties. In the event that any part of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties named below have duly executed or caused to be duly executed a counterpart of this Agreement. A signature on a copy of this Agreement received by either party by facsimile or email is binding upon the other party to the same extent as an original.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have signed this Agreement as of the Effective Date set forth above.

TARTE, INC.

Date: 4/3/2020, 2020

By: [Signature]  
Name: Samantha Kitain  
Title: SVP of Sales & Marketing

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On February \_\_\_\_\_, 2020 before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she \_\_\_\_\_ > same in his/her/their authorized capacity, and that by his/her/their signature on the ins \_\_\_\_\_ n, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

HEART TO TARTE FOUNDATION

Date: April 3, 2020

By: [Signature]  
Name: Heather Hemsley  
Title: Chief Accounting Officer

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On February \_\_\_\_\_, 2020 before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me

that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

.....  
Notary Public

Printed Name: .....

My Commission Expires: .....