

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Makeup Eraser Group, LLC		08/24/2020	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Japonesque, LLC		
Street Address:	2420 Camino Ramon		
Internal Address:	Suite 250, Building J		
City:	San Ramon		
State/Country:	CALIFORNIA		
Postal Code:	94583		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	90010692	THE ORIGINAL MAKEUP ERASER	
Serial Number:	90004819	THE ORIGINAL MAKEUP ERASER	
Serial Number:	90010688	THE ORIGINAL MAKEUP ERASER	
Serial Number:	90004815	THE ORIGINAL MAKEUP ERASER	
Registration Number:	4759527	MAKEUP ERASER	
Registration Number:	4759528	MAKEUP ERASER	
Registration Number:	4876242		
CORRESPONDENCE DATA			
Fax Number:	2127540330		
<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:	2129077388		
Email:	ejaffe@golenbock.com		
Correspondent Name:	Elizabeth A. Jaffe		
Address Line 1:	Golenbock		
Address Line 2:	711 Third Avenue		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Elizabeth A. Jaffe		

OP \$190.00 90010692

SIGNATURE:	/Elizabeth A. Jaffe/
DATE SIGNED:	08/26/2020
Total Attachments: 6 source=Japonesque - MUE - Trademark Assignment Agreement (executed)#page1.tif source=Japonesque - MUE - Trademark Assignment Agreement (executed)#page2.tif source=Japonesque - MUE - Trademark Assignment Agreement (executed)#page3.tif source=Japonesque - MUE - Trademark Assignment Agreement (executed)#page4.tif source=Japonesque - MUE - Trademark Assignment Agreement (executed)#page5.tif source=Japonesque - MUE - Trademark Assignment Agreement (executed)#page6.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this “**Assignment**”) is being delivered as of August 24, 2020, by MAKEUP ERASER GROUP, LLC, an Arizona limited liability company (“**Assignor**”), to Japonesque, LLC a California limited liability company (“**Assignee**”), pursuant to the Asset Purchase Agreement, dated as of August 24, 2020 (the “**Purchase Agreement**”), by and among Assignor, Assignee and the other parties identified therein. Capitalized terms used and not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement.

Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby irrevocably assign, transfer and convey unto Assignee, its successors and assigns, free and clear of all liens, claims, encumbrances, restrictions and limitations, (i) all right, title and interest, in perpetuity, whether now known or hereafter created, throughout the universe, in and to all of the trademarks, trade dress, service marks and trade names listed on Schedule A annexed hereto, including the trademark applications and registrations identified thereon and together with any and all renewals and extensions thereof, along with any and all proprietary or other rights in any or all of such trademarks, trade dress, service marks and trade names, and (ii) all of Assignor’s rights, title and interest, in perpetuity, whether now known or hereafter created, throughout the universe, in and to any and all other trademarks, trade dress, service marks and trade names, whether registered or unregistered, in which Assignor possesses any rights and/or ownership interests (collectively, (i) and (ii), the “**Trademarks**”), together with all goodwill attendant to and/or symbolized by all such Trademarks, along with (to the fullest extent permitted by law) any and all claims for past infringement, and the right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation, whether prior to or subsequent to the date hereof, of any of such Trademarks, or of any proprietary or other rights in any or all such Trademarks.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

Assignor shall promptly, upon the request of Assignee and/or any of its successors and assigns, execute such other documents and/or instruments of assignment, transfer and conveyance as Assignee and/or its successors and assigns may reasonably request to permit Assignee or its successors or assigns to record the assignment covered by this Assignment or any other documents which Assignee, or any of its successors or assigns, may reasonably deem necessary, appropriate or desirable to evidence or effectuate the terms or intent of this Assignment. Without limiting the foregoing, Assignor hereby irrevocably appoints Assignee and each of Assignee’s successors and assigns, and each of the officers of any of them, signing singly, as attorney-in-fact with full power (and coupled with an interest), with full power of substitution, to be the true and lawful attorney of such Assignor, in the name, place and stead of such Assignor, to execute, acknowledge, swear to and file all documents (including but not limited to any instruments of assignment, transfer and/or conveyance) and to take all actions which Assignee deems necessary, appropriate or desirable to evidence or effectuate the intent of this Assignment.

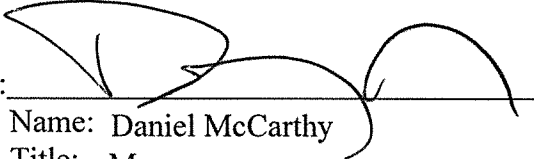
This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without reference to the choice of law principles thereof that would result in the application of the substantive laws of another jurisdiction.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Execution and delivery of this Assignment by delivery of a facsimile or electronically recorded copy (including a .pdf file) bearing a copy of the signature of a party shall constitute a valid and binding execution and delivery of this Assignment by such party. Such copies shall constitute enforceable original documents.

[remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

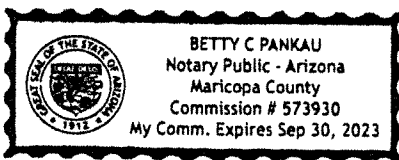
MAKEUP ERASER GROUP, LLC

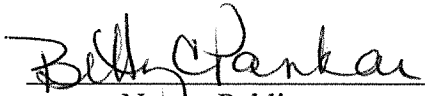
By: 
Name: Daniel McCarthy
Title: Manager

ACKNOWLEDGEMENT

State of Arizona)
) ss:
County of Maricopa)

On the 24th day of August in the year 2020, before me, the undersigned, personally appeared Daniel McCarthy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that, by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.




Notary Public

Acknowledged and Accepted by Assignee:

JAPONESQUE, LLC

By: [Signature]
Name: Stephen Parks
Title: Vice President

ACKNOWLEDGEMENT

State of New York)
County of New York) ss:

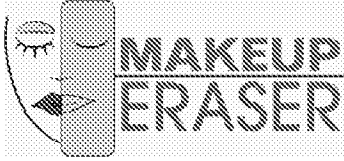
On the 21st day of August in the year 2020, before me, the undersigned, personally appeared Stephen Parks personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that, by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public
STEVEN G. CHILL
Notary Public, State of New York
No. 02CH477173
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires May 31, 2022

[Signature Page to Assignment of Trademarks]

Schedule A

USA Trademarks			
Mark	Reg./App. Date	App./ Reg. No.	
MAKEUP ERASER	Registration Date 6/23/2015	4759527	
	Registration Date 6/23/2015	4759528	
Trade Dress (Boundary) 	Registration Date 12/22/2015	4876242	
	Application Date 6/19/2020	90010692	
	Application Date 6/16/2020	90004819	
THE ORIGINAL MAKEUP ERASER	Application Date 6/19/2020	90010688	
THE ORIGINAL MAKEUP ERASER	Application Date 6/16/2020	90004815	
Foreign Trademarks			
Mark	Country	Reg. Date	Appl./ Reg. No.
MAKEUP ERASER	Madrid Protocol [WIPO]*	Registered 4/6/2015	IR-1247647
	Mexico*	**Grant of Protection issued 2/8/2018	IR-1247647
	Canada	Registered 8/3/2016	1722657
	South Africa	Registered 8/1/2017	2015/09140
	UAE	Registered 12/15/15	237166
	Madrid Protocol [WIPO]*	Registered 4/6/2015	IR-1249996
	EU*	**Grant of Protection issued	IR-1249996

		5/19/2016	
	Japan*	**Grant of Protection issued 11/30/2017	IR-1249996
	Mexico*	**Grant of Protection issued 8/10/2017	IR-1249996
	Canada	Registered 8/3/2016	1722666
	South Africa	Registered 8/1/2017	2015/09141
	Taiwan	Registered 5/1/2016	104018257
	UAE	Registered 12/15/15	237167

* With respect to the trademarks designated with an asterisk, they are International Registrations, filed under the Madrid Protocol, with designations in the countries that share the same IR numbers.

** With respect to the trademarks designated with two asterisks, while their Grants of Protection were issued at various intervals, the World Intellectual Property Organization recognizes the April 6, 2015 filing date as the registration date for purposes of trademark rights and renewals.