

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kose Corporation		04/27/2022	Corporation: JAPAN
RECEIVING PARTY DATA			
Name:	Tarte, Inc.		
Street Address:	1375 Broadway, Suite 800		
City:	New York		
State/Country:	UNITED STATES		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2129738	AWAKE	
Registration Number:	5929743	AWAKE	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	(303)223-1100		
Email:	DNTrademarkDocket@BHFS.com		
Correspondent Name:	Airina L. Rodrigues		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	015135.1801		
NAME OF SUBMITTER:	Airina L. Rodrigues		
SIGNATURE:	/Airina L. Rodrigues/		
DATE SIGNED:	08/17/2022		
Total Attachments: 17			
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Exhibit B
Form of IP Assignment

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is effective as of April 27 2022 (the "Effective Date") by Kose Corporation, a Japanese corporation ("Assignor"), and Tarte, Inc., a New York corporation ("Assignee").

RECITALS

WHEREAS, Assignor has adopted and used or otherwise owns the trademarks as set forth on Schedule 1 attached to this Agreement and applications for registration thereof and all rights to sue and recover for past infringement thereof, and all goodwill associated therewith, being collectively referred to herein as the "Assigned Trademarks"; and

WHEREAS, Assignee and Assignor 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, Assignor does grant, assign, transfer, convey and deliver to Assignee all Assignor's right, title and interest in, to and under the Assigned Trademarks throughout the world, together with the goodwill of the business in connection with which the Assigned Trademarks have been used in the United States or any other countries.

1. Assignment.

a. Assignor hereby sells, assigns, conveys, transfers and sets over to Assignee, and its successors, assigns and legal representatives, all right, title and interest for the United States and its territorial possessions, and throughout the world, that may be or may have been owned by Assignor, 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, together with the goodwill associated with the Assigned Trademarks, including all rights to claim priority, in and to the Assigned Trademarks, together with all claims for damages by reason of past or future infringement, with the right to sue for and collect the same for the use and benefit of Assignee and his successors and assigns (the "Assigned Rights"), to the extent any such rights are owned by Assignor as of the Effective Date.

b. Assignor hereby agrees that Assignor will sign all lawful papers and make all rightful oaths in execution thereof, and will generally do everything possible to aid Assignee, its successors, assigns and nominees to obtain and enforce proper protection for the Assigned Rights, this obligation to be binding upon Assignor and upon Assignor's legal successors. 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, after making reasonably diligent efforts, is unable 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

[Exhibit B to Letter Agreement re AWAKE Marks (Kose)]

23476307

TRADEMARK
REEL: 007824 FRAME: 0981

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.

c. Assignor acknowledges that subsequent to the Effective Date, Assignor 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. Assignor hereby acknowledges that, upon payment of any outstanding License Fee (as defined in the License Agreement (as defined below)) owed to Assignor under the License Agreement for the period up to and including the Effective Date, all legally entitled royalties and all other revenues attributable to the Assigned Rights shall have been satisfied and Assignee shall have no further obligations to Assignor with respect thereto. For purposes of this Agreement, "License Agreement" means that certain License Agreement dated April 1, 2019 ("License Agreement") by and between Assignor and Assignee (as successor-in-interest to Awake Beauty, Inc. pursuant to that certain Assignment and Assumption of License Agreement dated March 12, 2021 by and between Awake Beauty, Inc., Assignee and Assignor).

2. Miscellaneous. This Agreement and that certain letter agreement dated February [●], 2022 by and between the parties hereto 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 as an original.

* * * * *

[Exhibit B to Letter Agreement re AWAKE Marks (Kose)]

23476307

TRADEMARK
REEL: 007824 FRAME: 0982



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

KOSE CORPORATION

By: [Handwritten Signature]

Name: Kazutoshi Kobayashi

Title: President & Chief Executive Officer

COUNTRY OF JAPAN)

) ss.

CITY OF TOKYO)

On _____, 2022 before me, _____, Notary Public, personally appeared _____, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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

KYOBASHI NOTARY OFFICE

1-10, KYOBASHI 1-CHOME, CHUO-KU,
TOKYO 104-0031, JAPAN

PHONE: 81-03-3271-4677
FAX: 81-03-3271-3606

Registered No.1264

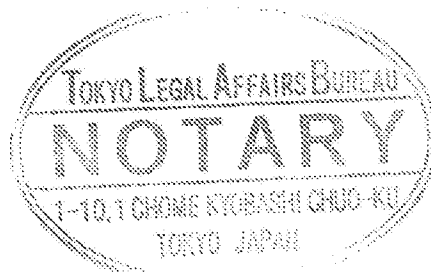
NOTARIAL CERTIFICATE

I, the undersigned NOTARY, do hereby certify that Ms. Ayumi Ishihara, a duly agent of **Mr. Kazutoshi Kobayashi**, President and Chief Executive Officer of **KOSE Corporation**, being legally constituted and existing in accordance with the laws of Japan, and having its principal office at 3-6-2, Nihonbashi, Chuo-ku, Tokyo, Japan, has stated in my presence that said **Mr. Kazutoshi Kobayashi** has acknowledged himself that the signature on the attached document is his own.

Dated this 20th of April, 2022.



YOSHIDA Motohiro, NOTARY
Attached to the Tokyo Legal Affairs Bureau
My commission expires: January 23, 2023.



認 証

囑託人・株式会社コーセー（本店；東京都中央区日本橋三丁目6番2号）の代表取締役 小林一俊 の代理人 石原歩美 は、本公証人の面前において、上記本人が添付書面の署名を自認した旨陳述した。

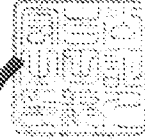
よって、これを認証する。

令和4年 4 月 20 日、本公証人役場において
東京都中央区京橋一丁目1番10号

東京法務局所属

公証人
Notary

YOSHIDA Motohiro



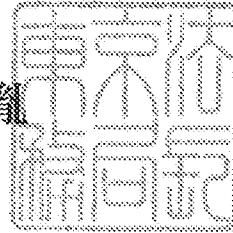
証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

令和4年 4 月 20 日

東京法務局長

坂本佳胤



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

- 1. Country: JAPAN
This public document
- 2. has been signed by YOSHIDA Motohiro
- 3. acting in the capacity of Notary of the Tokyo Legal Affairs Bureau
- 4. bears the seal/stamp of YOSHIDA Motohiro, Notary
Certified
- 5. at Tokyo
- 6. April 20, 2022
- 7. by the Ministry of Foreign Affairs
- 8. 22- NO 002857
- 9. Seal/stamp:
- 10. Signature



HAMAMOTO Hiroki

For the Minister for Foreign Affairs

TRADEMARK

REEL: 007824 FRAME: 0985

TARTE, INC.

By: [Signature]

Name: Cardace Craig Bulishak

Title: President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss. [Signature]

On MARCH 16, 2021 before me, MARY SARAGOUSI, Notary Public, personally appeared CARDACE BULISHAK, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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.

[Signature]
Notary Public

MARY SARAGOUSI
Notary Public, State of New York
NO. 015A6262738
Qualified in Kings County
Certificate filed in New York County
Commission Expires 05/30/2024

SCHEDULE 1

AWAKE Marks

Country	TM	Class	Designated Products	Status	Reg/Ser No	Reg/App Date
USA	AWAKE	21	Full line of cosmetic brushes and sponges	Expired	2175649	1998/07/21
USA	AWAKE	3	cosmetics and cosmetic soaps, namely, lipsticks and lip colors, eye shadows, eye pencils, mascara, cleansing creams, and gels, lotions, liquid exfoliant/moisturizer, eye cream, facial masks, foundation makeups with and without sunscreen, and face powder.	Registered	2129738	1998/01/20
USA	AWAKE	3	Cosmetics; Hair care preparations; Perfumes; Cosmetic soaps; Non-medicated soaps; Detergents for household use; Dentifrices; Perfumery, fragrances and incense; Breath freshening sprays; Breath freshening strips; False eyelashes; False nails; Cotton wool for cosmetic purposes.	Registered	5929743	2019/12/10
USA	AWAKE	21	Cosmetic and toilet utensils other than electric tooth brushes, namely eyebrow brushes, cheek brushes in the nature of cosmetic brushes, eye shadow brushes in the nature of cosmetic brushes, mascara combs, and lip brushes; Make-up brushes; Sponges used for applying make-up; Powder puffs; Compacts sold empty.	Registered	5929743	2019/12/10
Canada						
Mexico						
Brazil						
Australia						

[Exhibit B to Letter Agreement re AWAKE Marks (Kose)]

23476307

TRADEMARK
REEL: 007824 FRAME: 0987

Country	TM	Class	Designated Products	Status	Reg/Ser No	Reg/App Date
New Zealand						
EU						
UK						
Norway						
Switzerland						
Turkey						
UAE						
Qatar						
Kuwait						
Saudi Arabia						
Bahrain						

[Exhibit B to Letter Agreement re AWAKE Marks (Kose)]

23476307

TRADEMARK
REEL: 007824 FRAME: 0988



Country	TM	Class	Designated Products	Status	Reg/Ser No	Reg/App Date
Indonesia						
Laos						
Philippines						
Philippines						
Italy						
India						
Singapore						
Singapore						
Thailand						
Thailand						
France						

[Exhibit B to Letter Agreement re AWAKE Marks (Kose)]

23476307





TRADEMARK
REEL: 007824 FRAME: 0989

Country	TM	Class	Designated Products	Status	Reg/Ser No	Reg/App Date
Germany						
Vietnam						
Vietnam						
Malaysia						
Russia						
Russia						
Korea						
Korea						

[Exhibit B to Letter Agreement re AWAKE Marks (Kose)]

23476307

TRADEMARK
REEL: 007824 FRAME: 0990

Country	TM	Class	Designated Products	Status	Reg/Ser No	Reg/App Date
Korea						
Hong Kong						
Taiwan						
China						
China						
USA		3	House mark for a line of cosmetics	Expired	2387449	2000/09/19
USA		21	House mark for a line of cosmetic brushes and sponges	Expired	2387449	2000/09/19
USA		21	cosmetic utensils, namely, cosmetic brushes and cosmetic sponges.	Expired	2591800	2002/07/08
USA		3	HOUSE MARK FOR A LINE OF COSMETICS, IN CLASS 3	Expired	2353917	2000/05/30
UK						
Italy						
India						

[Exhibit B to Letter Agreement re AWAKE Marks (Kose)]

23476307

TRADEMARK
REEL: 007824 FRAME: 0991

Country	TM	Class	Designated Products	Status	Reg/Ser No	Reg/App Date
Indonesia						
Indonesia						
Indonesia						
Canada						
Canada						
Singapore						

[Exhibit B to Letter Agreement re AWAKE Marks (Kose)]

23476307

TRADEMARK
REEL: 007824 FRAME: 0992

Country	TM	Class	Designated Products	Status	Reg/Ser No	Reg/App Date
Singapore						
Thailand						
Thailand						
France						
France						
Vietnam						
Vietnam						
Benelux						
Malaysia						
Malaysia						
Korea						

[Exhibit B to Letter Agreement re AWAKE Marks (Kose)]

23476307

TRADEMARK
REEL: 007824 FRAME: 0993

Country	TM	Class	Designated Products	Status	Reg/Ser No	Reg/App Date
Korea						
Korea						
Korea						
Hong Kong						
Hong Kong						
Hong Kong						
Taiwan						
Taiwan						
China						

[Exhibit B to Letter Agreement re AWAKE Marks (Kose)]

23476307

TRADEMARK
REEL: 007824 FRAME: 0994

Country	TM	Class	Designated Products	Status	Reg/Ser No	Reg/App Date
China						
China						
China						
Japan						
Japan						
Japan						
Japan						
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Japan						

[Exhibit B to Letter Agreement re AWAKE Marks (Kose)]

23478307

TRADEMARK
REEL: 007824 FRAME: 0995

Country	TM	Class	Designated Products	Status	Reg/Ser No	Reg/App Date
Japan						
Japan						
Japan						
Japan						
Japan						

[Exhibit B to Letter Agreement re AWAKE Marks (Kose)]

23478307