

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763184

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AS Beauty Group LLC		10/14/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Tarte, Inc.		
Street Address:	1375 Broadway, Suite 800		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5243207	CREASE-LESS CONCEALER	
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:	13032231100		
Email:	dntrademarkdocket@bhfs.com		
Correspondent Name:	Sarah K. Dewar		
Address Line 1:	410 Seventeenth St., Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Sarah K. Dewar		
SIGNATURE:	/Sarah K. Dewar/		
DATE SIGNED:	10/24/2022		
Total Attachments: 2			
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source=Trademark Assignment Agreement - CREASE-LESS CONCEALER (Reg. No. 5243207)#page2.tif			

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**EXHIBIT A
ASSIGNMENT**

This Trademark Assignment Agreement ("Agreement") is entered into by and between AS Beauty Group LLC, a Delaware limited liability company ("Assignor"), and Tarte, Inc., a New York corporation ("Assignee"). For convenience, Assignor and Assignee may be referred to individually as a "Party" or collectively as the "Parties." This Agreement is effective as of the date on which the Agreement is fully executed by the Parties (the "Effective Date").

RECITALS

A. WHEREAS, Assignor owns U.S. Trademark Registration No. 5,243,207 for the mark CREASE-LESS CONCEALER (the "Mark").

B. WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to transfer to Assignee, all of Assignor's right, title and interest in and to the Mark, including the goodwill associated therewith; and

NOW, THEREFORE, in consideration of the mutual covenants of the Parties and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Assignment**. Assignor hereby sells, assigns, conveys and transfers to Assignee, Assignor's entire right, title and interest in and to the Mark, together with the goodwill of the business connected with and symbolized by the Mark, together with any right to sue for past claims, including infringement and dilution, in, under and to the Mark.

2. **Ownership**. Assignor acknowledges that, as of the Effective Date, Assignee shall own all right, title and interest in and to the Mark.

3. **Choice of Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York. The exclusive forum for the resolution of any dispute arising from or related to this Agreement shall be the state or federal courts of competent jurisdiction in New York County, New York, and each Party hereby irrevocably consents to the jurisdiction of such court(s).

4. **Counterparts**. This Agreement may be executed by facsimile or electronic signature in one or more counterparts, each of which shall be deemed to be an original, and all of which together will constitute one and the same agreement.

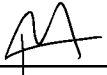
IN WITNESS WHEREOF, the Parties hereto, either individually or by and through their authorized agents, hereby enter into this Agreement.

ASSIGNOR

ASSIGNEE

AS Beauty Group LLC

Tarte, Inc.

By: 

By: *Veronica Juliano*

Its: Ralph Azrak, Member

Its: General Counsel

Date: 10.12.22

Date: 10/14/2022