

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862176

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900815923		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bondi Sands Pty Ltd		10/30/2023	proprietary company limited by shares: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Kao Kabushiki Kaisha		
Trading As:	TA Kao Corporation		
Street Address:	14-10 Nihonbashi Kayabacho-1-chome		
City:	Chuo-ku, Tokyo		
State/Country:	JAPAN		
Postal Code:	103-8210		
Entity Type:	Corporation: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4958669	BONDI SANDS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	colleen.brennan@bakermckenzie.com		
Correspondent Name:	David J. Davis		
Address Line 1:	300 East Randolph Street, Suite 5000		
Address Line 2:	Baker & McKenzie LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	51101966		
NAME OF SUBMITTER:	David J. Davis		
SIGNATURE:	/david j. davis/		
DATE SIGNED:	12/19/2023		
Total Attachments: 12			
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Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO. The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Form containing submission details: SUBMISSION TYPE: NEW ASSIGNMENT; NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL; CONVEYING PARTY DATA (Bondi Sands Pty Ltd); RECEIVING PARTY DATA (Kao Kabushiki Kaisha); PROPERTY NUMBERS (4958669); CORRESPONDENCE DATA; ATTORNEY DOCKET NUMBER (51101966); NAME OF SUBMITTER (Davis J. Davis); Signature (/david j. davis/); Date (11/21/2023); and Total Attachments (9).

RECEIPT INFORMATION

ETAS ID: TM855483
Receipt Date: 11/22/2023
Fee Amount: \$40

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CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT (hereinafter this “Assignment”) is entered between **Bondi Sands Pty Ltd**, a proprietary company limited by shares organized under the laws of Australia, having a business address of Level 11, 459 Little Collins Street, Melbourne VIC 3000, as trustee for **Bondi Sands Unit Trust** (ABN 64 901 803 315), a unit trust organized under the laws of Australia (“Assignor”) and **Kao Kabushiki Kaisha a/t/a Kao Corporation**, an entity incorporated in Japan, having a business address of 14-10 Nihonbashi Kayabacho-1-chome, Chuo-ku, Tokyo 103-8210 Japan (“Assignee”). Assignor and Assignee are collectively referred to herein as the “Parties” and individually referred to herein as a “Party.” This Confirmatory Trademark Assignment is effective as of November 1, 2023 (“Effective Date”). Capitalized terms that are not defined in this Agreement have the meanings set forth in the Purchase Agreement.

WHEREAS, both Assignor and Assignee are parties to that certain Share and Asset Sale Agreement dated 27 July 2023 (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement and as the owner of those trademarks listed on the attached Schedule together with all goodwill associated therewith (the “Trademarks”), Assignor agreed to sell, transfer, assign, convey, and deliver, and did sell, transfer, assign, convey, and deliver to Assignee all Assignor's right, title, and interest in, to, and under the Trademarks, with effect from the Effective Date (“Trademark Assignment”); and

WHEREAS, in furtherance of the Purchase Agreement and as a party to the Trademark Assignment, Assignee agreed to purchase, acquire and accept from Assignor and did purchase, acquire, and accept from Assignor, all of the Assignor's right, title and interest in, to, and under the Trademarks, with effect from the Effective Date;

NOW, THEREFORE, the Parties hereby confirm:

1. That pursuant to the Trademark Assignment executed by the Parties, the Assignor did for good and valuable consideration — the receipt and sufficiency of which were acknowledged and are hereby confirmed — the Assignor sold, transferred, assigned, conveyed, and delivered to the Assignee and by this instrument does sell, transfer, assign, convey, and deliver to the Assignee, and the Assignee did purchase, acquire, and accept and by this instrument does purchase, acquire, and accept from the Assignor, all of such Assignor's right, title, and interest in, to and under the Trademarks, including all (i) rights to collect royalties and proceeds in connection therewith, (ii) all rights to sue and recover for past, present, and future infringements, misappropriations or other violations of such Trademarks against any persons (regardless of whether or not such claims and causes of action have been asserted by the Assignor), and (iii) rights to protection of interests in the foregoing under the Laws of all jurisdictions, including all registrations, renewals, extensions, combinations and applications for any of the rights referred to above in this Section 1. The Assignor authorizes and requests that relevant trademark offices, entities or agencies in any countries or multinational authorities (as applicable), record Assignee as the owner of the Trademarks.

2. Prior to such Trademark Assignment the Assignor was the owner of all right, title, and interest in and to the Trademarks as designated on the Schedule.

3. Subject only to the Purchase Agreement and Trademark Assignment, this Confirmatory Trademark Assignment constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate to the Trademarks.

4. This Confirmatory Trademark Assignment shall be binding upon Assignor and all of Assignor's successors and assigns, and shall be binding upon and inure to the benefit of Assignee and its successors and assigns.

5. This Confirmatory Trademark Assignment shall be construed, interpreted, and applied in accordance with Clauses 1.2 and 21.1 of the Purchase Agreement which are hereby incorporated herein *mutatis mutandis*.

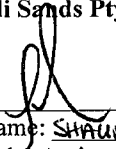
IN WITNESS WHEREOF, Assignor and Assignee have executed this Confirmatory Trademark Assignment, each through its authorized representative, as of the date shown below.

[signature page follows]

IN WITNESS WHEREOF, the Party below has executed this Agreement in Melbourne, Australia on October 30th, 2023.

ASSIGNOR:

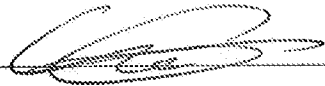
Bondi Sands Pty Ltd as trustee for Bondi Sands Unit Trust

By: 
Name: SHAUN WILSON
Title: Assigned Signatory

IN WITNESS WHEREOF, the Party below has executed this Agreement in Japan, on November 1, 2023.

ASSIGNEE:




Kao Kabushiki Kaisha a/t/a Kao Corporation





By: 



Name: Koya Otani

Title: Assigned Signatory, Vice President, Brand Legal Management, Global

SCHEDULE

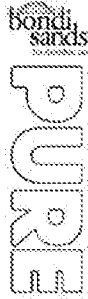
Country	Trade Mark No.	Trade Mark
Australia	1461516	
Australia	1700248	BONDI SANDS
Australia	1865990	BONDI SANDS
Australia	1870563	BONDI SANDS
Australia	1941544	BONDI SANDS AERO
Australia	1970216	
Australia	1992496	

Country	Trade Mark No.	Trade Mark
Australia	1992497	BONDI SANDS GLO
Australia	1992498	
Australia	2031187	 <hr/> <p>SELF TAN ERASER</p>
Australia	2055774	PURE BY BONDI SANDS
Australia	2058805	 <p>HYDRA BY PROTECT</p>
Australia	2069524	COOL MOTION
Australia	2069525	COOL MESH
Australia	2081299	
Australia	2087335	KLEEN KOALA

Country	Trade Mark No.	Trade Mark
Australia	2093585	 HYDRA AFTER SUN
Australia	2149672	AUSTRALIAN MADE, GLOBALLY LOVED
Australia	2154505	AUSTRALIAN MADE, GLOBALLY LOVED
Australia	2156403	PURE - CLEAN, SIMPLE, TRANSPARENT
Australia	2172346	BONDI SANDS PURE MINERAL
Australia	2181451	BONDI SANDS THE AUSTRALIAN TAN
Australia	2186503	BONDI SANDS EVERYDAY SKINCARE
Australia	2186504	
Australia	2187329	BONDI SANDS EVERYDAY SKINCARE
Australia	2187330	
Australia	2190163	AUSTRALIAN MADE, GLOBALLY LOVED
Australia	2207547	BONDI SANDS

Country	Trade Mark No.	Trade Mark
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Australia 2209000



Australia 2209001



Australia 2228796 BONDİ SANDS EVERYDAY SKINCARE BONDİ BABE

Australia 2228797 BONDİ SANDS EVERYDAY SKINCARE DAYDREAM

Australia 2228798 BONDİ SANDS EVERYDAY SKINCARE EYE SPY

Australia 2228799 BONDİ SANDS EVERYDAY SKINCARE FOUNTAIN OF YOUTH

Australia 2228800 BONDİ SANDS EVERYDAY SKINCARE GOLD'N HOUR

Australia 2228801 BONDİ SANDS EVERYDAY SKINCARE SUNNY DAZE

Australia 2228802 BONDİ SANDS EVERYDAY SKINCARE SWEET DREAMS

Australia 2228803 BONDİ SANDS EVERYDAY SKINCARE BEGIN AGAIN

Australia 2228804 BONDİ SANDS EVERYDAY SKINCARE BUFF'N POLISH

Australia 2228805 BONDİ SANDS EVERYDAY SKINCARE FRESH'N UP

Australia 2228808 BONDİ SANDS EVERYDAY SKINCARE THIRSTY SKIN

Australia 2228809 BONDİ SANDS EVERYDAY SKINCARE WONDER POTION

Country	Trade Mark No.	Trade Mark
Australia	2264248	BONDI SANDS EVERYDAY SKINCARE MELT ME CLEANSING BALM
Australia	2264308	BONDI SANDS EVERYDAY SKINCARE LIGHTN DREAMY GEL MOISTURISER
Australia	2264344	BONDI SANDS EVERYDAY SKINCARE GLOW DUST GENTLE EXFOLIATING POWDER
Australia	2264351	BONDI SANDS EVERYDAY SKINCARE BABY FACE RETINOL LOTION
Australia	2264372	BONDI SANDS EVERYDAY SKINCARE FACE GLAZE HYDRATING MASK
Australia	2311082	DERMACHROMATIC
Australia	2311083	DERMACHROMATIC

Country	Trade Mark No.	Trade Mark
New Zealand	1009594	BONDI SANDS
United States	4958669	BONDI SANDS
United States	5946956 (WIPO 1466613)	BONDI SANDS AERO