

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sephora USA, Inc.		09/24/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kat Von D, Inc.		
Street Address:	4605 Lankershim Boulevard #320		
City:	North Hollywood		
State/Country:	CALIFORNIA		
Postal Code:	91602		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3779265	KAT VON D	
Registration Number:	3773327	KAT VON D SINNER	
Serial Number:	77725066	KAT VON D SAINT	
Registration Number:	3604028	KAT VON D AUTOGRAPH EYELINER	
Registration Number:	3551690	KAT EYE BRUSH SET	
CORRESPONDENCE DATA			
Fax Number:	(310)824-9696		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(310) 242-2689		
Email:	kmcDaniel@fulpat.com, DocketLA@fulpat.com		
Correspondent Name:	Katherine L. McDaniel, FulwiderPattonLLP		
Address Line 1:	6060 Center Dr, Tenth Fl		
Address Line 4:	Los Angeles, CALIFORNIA 90045		
ATTORNEY DOCKET NUMBER:	KATV-84003		

OP \$140.00 3779265

NAME OF SUBMITTER:	Katherine L. McDaniel
Signature:	/klm/
Date:	10/06/2010
Total Attachments: 2 source=KAT VON D Trademark Assignment [FULLY EXEC- Sephora] 9-24-10#page1.tif source=KAT VON D Trademark Assignment [FULLY EXEC- Sephora] 9-24-10#page2.tif	

TRADEMARK ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **Sephora USA, Inc.**, a Delaware corporation, First Market Tower, 525 Market Street, San Francisco, CA 94105 ("Assignor"), hereby assigns and transfers to **Kat Von D, Inc.**, a California corporation, 4605 Lankershim Boulevard, #320, North Hollywood, California 91602 ("Assignee"), its successors and assigns, all right, title and interest in and to the name, trade name, business name, trademark and service mark "KAT VON D" whether or not registered, all trade name, business name, trademark and service mark applications and registrations therefor, any and all renewals and extensions thereof that may be secured under all laws now or hereafter in force, and all trademark and service mark interests of every kind and nature associated therewith, together with the goodwill of the business associated therewith, and any and all causes of action heretofore accrued in Assignor's favor for infringement thereof, in all countries, territories and possessions throughout the world and throughout the universe, to the full extent of such rights, including without limitation the following:

KAT VON D, U.S. Trademark Registration No. 3,779,265, registered April 20, 2010

KAT VON D SINNER, U.S. Trademark Registration No. 3,773,327, registered April 6, 2010

KAT VON D SAINT, U.S. Trademark Application Serial No. 77/725,066, filed April 29, 2009

KAT VON D AUTOGRAPH EYELINER, U.S. Trademark Registration No. 3,604,028, registered April 7, 2009

KAT EYE BRUSH SET, U.S. Trademark Registration No. 3,551,690, registered December 23, 2008

KAT VON D, Canada Trade-Mark Application No. 143670800, filed May 1, 2009

KAT VON D SINNER, Canada Trade-Mark Application No. 143671100, filed May 1, 2009

KAT VON D SAINT, Canada Trade-Mark Application No. 143671000, filed May 1, 2009

KAT VON D AUTOGRAPH EYELINER, Canada Trade-Mark Application No. 141195900, filed September 24, 2008

KAT EYE BRUSH SET, Canada Trade-Mark Registration No. TMA 772876, registered July 23, 2010

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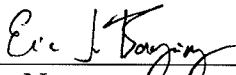
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Assignee hereby grants to Assignor an exclusive license to use all of the trademarks listed above on the terms and conditions set forth in that certain letter agreement between Assignor and Assignee dated as of October 16, 2007, as amended (the "Agreement"). In addition, Assignee agrees not to use any trademarks containing the terms "SINNER" or "SAINT" anywhere in the world except pursuant to the Agreement. Finally, Assignee agrees to abandon the **KAT VON D SINNER** and **KAT VON D SAINT** trademarks promptly upon the earlier of termination of the Agreement or Assignee's receipt of Assignor's written request.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be signed.

"Assignor"

Sephora USA, Inc.

By: 

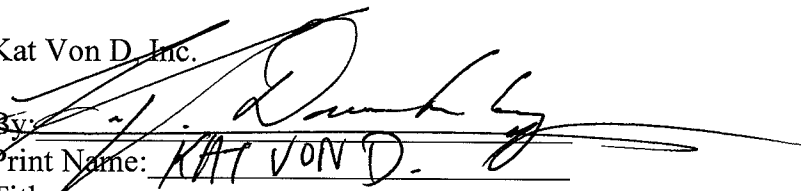
Print Name: ERIC J. BAYSINGER

Title: VICE PRESIDENT, GENERAL COUNSEL

Date: 9-24-2010

"Assignee"

Kat Von D, Inc.

By: 

Print Name: KAT VON D.

Title: _____

Date: _____

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