

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494692

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Shiseido Company, Limited		12/28/2017	Joint stock corporation: JAPAN
Shiseido Americas Corporation		12/28/2017	Corporation: DELAWARE
Shiseido Professional Inc.		12/28/2017	Corporation: JAPAN
Taiwan Shiseido Co., Ltd.		12/28/2017	company limited by shares: TAIWAN

RECEIVING PARTY DATA

Name:	Henkel AG & Co. KGaA
Street Address:	Henkelstrasse 67
City:	Duesseldorf
State/Country:	GERMANY
Postal Code:	40589
Entity Type:	Partnership Limited By Shares: GERMANY

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	87379363	INNER RESTORE INTENSIF
Registration Number:	2320962	BAIN DE TERRE
Registration Number:	4491915	BAIN DE TERRE
Registration Number:	1704063	OVERTURE
Registration Number:	1786066	SENSCIENCE
Registration Number:	1830095	S SENSCIENCE
Registration Number:	1799026	ULTRA BOND
Registration Number:	0861122	ZOTOS
Registration Number:	0635328	ZOTOS
Registration Number:	1385678	ZOTOS DESIGN FREEDOM
Registration Number:	1716994	ZOTOS

CORRESPONDENCE DATA

Fax Number: 8605715028

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.

TRADEMARK

Phone: 860.571.5081
Email: eric.westerberg@henkel.com
Correspondent Name: Eric Westerberg, Henkel Corporation
Address Line 1: One Henkel Way
Address Line 2: Law Department - Trademarks
Address Line 4: Rocky Hill, CONNECTICUT 06067

NAME OF SUBMITTER: Eric Westerberg

SIGNATURE: /eewesterberg/

DATE SIGNED: 10/19/2018

Total Attachments: 11

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of December 28, 2017, is made and entered into by and among Shiseido Company, Limited, a joint stock corporation incorporated under the laws of Japan ("Parent"), Shiseido Americas Corporation, a Delaware corporation ("SAC"), Shiseido Professional Inc., a corporation incorporated under the laws of Japan, and Taiwan Shiseido Co., Ltd., a company limited by shares and organized under the laws of Taiwan (each, an "Assignor," and collectively, the "Assignors"), and Henkel AG & Co. KGaA, a partnership limited by shares and organized under the laws of Germany ("Assignee") (each a "Party," and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, an Assignor or one of its Affiliates (as used in this Assignment, "Affiliates" excludes the Company and its Subsidiaries) is the owner of the Trademarks included in the Purchased Intellectual Property, together with any and all goodwill symbolized thereby and connected therewith (the "Assigned Trademarks"), including each of the Trademarks set forth on Schedule A hereto;

WHEREAS, Parent, SAC and Henkel Corporation, a Delaware Corporation, entered into that certain Purchase Agreement, dated as of October 26, 2017 (the "Purchase Agreement"), pursuant to which Parent and SAC agreed to, and to cause their relevant Affiliates to, sell, assign, transfer, convey and deliver, and Henkel Corporation has agreed to, or to cause one or more of its Affiliates (any such Affiliate, a "Purchaser Designee") to, purchase, free and clear of all Encumbrances, the Purchased Assets, including all right, title and interest in, to and under the Assigned Trademarks; and

WHEREAS, Assignee, an Affiliate of Henkel Corporation, is the Purchaser Designee for the Assigned Trademarks.

NOW THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Effective upon the Closing, each Assignor, on behalf of itself and its Affiliates, hereby sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts the sale, assignment, transfer and conveyance of, all of its and their right, title and interest in, to and under the Assigned Trademarks, including, as applicable, all goodwill symbolized thereby and connected therewith, all registrations that have been or may be granted thereon, all applications for registrations thereof, all common law rights thereto, all rights therein provided by international conventions and treaties, all rights of priority and renewals, all rights to sue and recover damages and all other remedies for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith, the right, if any, to register, prosecute, maintain and defend the Registered Assigned Trademarks before any public or private agency or registrar and all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned Trademarks; with the foregoing

rights to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor or any of its Affiliates if this sale, assignment, transfer and conveyance had not been made.

2. Further Assurances. (a) Each Assignor shall, and shall cause each of its applicable Affiliates to, at the request of Assignee, timely execute and deliver any additional documents, including those referenced in Section 2(b) below, and perform such additional acts that may be reasonably necessary to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in, to and under the Assigned Trademarks; provided, however, that as between the Parties, (i) Assignee shall be responsible for the preparation and filing of such additional documents that may be reasonably necessary to record or perfect Assignee's interest in, to and under the Assigned Trademarks (including with any applicable Governmental Authorities), and, subject to clause 2(a)(ii), for any and all costs (including legalization costs), expenses and fees associated therewith and (ii) Assignor shall pay its own costs with respect to any notarization required on Assignor's behalf for the execution and recordation of the sale, assignment, transfer and conveyance of the Assigned Trademarks outside of the United States.

(b) Each Assignor agrees that with respect to the Registered Assigned Trademarks, it will, or will cause its applicable Affiliates to, enter into an assignment agreement in the form set forth in Schedule B hereto (or, with respect to any Registered Assigned Trademarks that are filed, registered or issued in a jurisdiction outside of the United States, an assignment agreement suitable for recording in the relevant jurisdictions with terms and conditions substantially similar to those of the form set forth in Schedule B, except for any different terms and conditions that would be legally necessary in a recordable assignment agreement for the respective local jurisdiction). For the avoidance of doubt, the preparation and filing of the foregoing agreements, and the expenses associated therewith (aside from any notarization required on Assignor's behalf for the execution and recordation of such agreements), shall be the responsibility of Assignee.

(c) If Assignee is unable for any reason to secure an Assignor's or its applicable Affiliate's signature to any document it is entitled to under Section 2(a) hereof, each Assignor, on behalf of itself and its Affiliates, hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of such Assignor or the applicable Affiliate of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by such Assignor or the applicable Affiliate of Assignor. Assignors shall not, and shall cause their Affiliates not to, enter into any agreement in conflict with this Assignment.

3. Due Authorization. To the extent applicable, Assignor hereby authorizes and requests, on behalf of itself and its Affiliates, the Commissioner for Trademarks of the United States Patent and Trademark Office and any other official of any applicable

Governmental Authority to issue any and all registrations from any and all applications for registration included in the Assigned Trademarks to and in the name of Assignee.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York. All Actions arising out of, relating to or in connection with this Assignment shall be heard and determined exclusively in any New York federal court sitting in the Borough of Manhattan of the City of New York; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of the City of New York.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission or other means of electronic transmission, such as by electronic mail in “pdf” form) in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

6. Miscellaneous. (Section 12.04 (Severability), 12.05 (Entire Agreement), 12.07 (Amendment), 12.10 (Specific Performance) and 12.12 (Waiver of Jury Trial) of the Purchase Agreement are incorporated herein by reference, *mutatis mutandis*. In this Assignment, (a) whenever the word “including” is used, it is deemed to be followed by the words “without limitation” and (b) “or” is used in the inclusive sense of “and/or”.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

SHISEIDO COMPANY, LIMITED

By: 

Name: Masahiko Uotani

Title: Representative Director
President and CEO

[Signature Page of Trademark Assignment Agreement]

TRADEMARK
REEL: 006461 FRAME: 0624

SHISEIDO AMERICAS CORPORATION

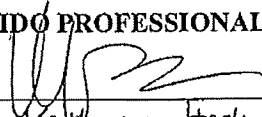
By: _____

Name: Marc Rey

Title: President & CEO

[Signature Page of Trademark Assignment Agreement]

SHISEIDO PROFESSIONAL INC.

By:  _____

Name: Katharina Hoehne

Title: SVP Global Professional Business Division
Shiseido Co., Ltd.

[Signature Page of Trademark Assignment Agreement]


TAIWAN SHISEIDO CO., LTD.

By: *Kuo-Shiang Lee*
Name: Kuo-Shiang Lee
Title: Chairman

[Signature Page of Trademark Assignment Agreement]

TRADEMARK
REEL: 006461 FRAME: 0627

HENKEL AG & CO. KGAA

By: 
Name: Domenico Luca Mammola
Title: Vice President

By: 
Name: Dr. Michael Schmitt
Title: Senior Corporate Counsel

[Signature Page of Trademark Assignment Agreement]

SCHEDULE A

TRADEMARKS

The Trademarks designated with an asterisk "" are assigned solely to the extent of Assignors' or any of their Affiliates' (other than the Company's and its Subsidiaries') right, title or interest therein and no representation or warranty is made with respect to such Trademarks denoted with an asterisk "*".

[TM Schedule Redacted to Reflect US Trademarks Only]

[Schedule A to Trademark Assignment Agreement]

TRADEMARK
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United States	INNER RESTORE INTENSIF	87379363	SHISEIDO CO., LTD.	Active Application	3/21/2017
United States	BAIN DE TERRE	2320962	SHISEIDO CO., LTD.	Active Registration	2/22/2000
United States	BAIN DE TERRE (STYLIZED)	4491915	SHISEIDO CO., LTD.	Active Registration	3/4/2014

United States	OVERTURE	1704063	SHISEIDO CO., LTD.	Active Registration	7/28/1992
United States	SENSCIENCE	1786066	SHISEIDO CO., LTD.	Active Registration	8/3/1993
United States	SENSCIENCE (STYLIZED)	1830095	SHISEIDO CO., LTD.	Active Registration	4/12/1994

[Schedule A to Trademark Assignment Agreement]

Jurisdiction	Trademark	Application or Registration Number	Record Owner	Case Status	Registration or Application Date
United States	Ultra Bond (stylized)	1799026	SHISEIDO CO., LTD.	Active Registration	10/19/1993
United States	ZOTOS	861122	SHISEIDO CO., LTD.	Active Registration	11/26/1968
United States	ZOTOS (stylized S)	635328	SHISEIDO CO., LTD.	Active Registration	10/2/1956
United States	ZOTOS DESIGN FREEDOM	1385678	SHISEIDO CO., LTD.	Active Registration	3/11/1986
United States	ZOTOS and stylized stick tree design	1716994	SHISEIDO CO., LTD.	Active Registration	9/15/1992

[Schedule A to Trademark Assignment Agreement]