

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5711361

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SHISEIDO AMERICAS CORPORATION	07/01/2019
RECEIVING PARTY DATA	
Name:	SHISEIDO COMPANY, LIMITED
Street Address:	7-5-5, GINZA, CHUO-KU
City:	TOKYO
State/Country:	JAPAN
Postal Code:	104-0061
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	8691202
Patent Number:	9114096
Patent Number:	9724363
Application Number:	15638059
Application Number:	13430586
Patent Number:	9308221
Patent Number:	9937200
Application Number:	15947132
Patent Number:	9333223
Patent Number:	10022396
Application Number:	16011258
Application Number:	15774350
Application Number:	62737652
Application Number:	62833965
CORRESPONDENCE DATA	
Fax Number:	(404)581-8330
<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:	4045818339
Email:	mmao@jonesday.com

Correspondent Name: MARTIN MAO
Address Line 1: 1420 PEACHTREE STREET, N.E.
Address Line 2: SUITE 800
Address Line 4: ATLANTA, GEORGIA 30309

NAME OF SUBMITTER: ZHAN MAO

SIGNATURE: /Zhan Mao/

DATE SIGNED: 09/10/2019

Total Attachments: 10

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CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("*Confirmatory Agreement*"), is made as of July 1st, 2019 ("*Effective Date*") by and between Shiseido Americas Corporation, a Delaware corporation ("*Assignor*") and Shiseido Company, Limited, a Japanese limited company ("*Assignee*").

WHEREAS, Pursuant to that certain Intellectual Property Assignment Agreement, dated July 1st, 2019 by and between Assignor and Assignee ("*Assignment Agreement*"), Assignor has transferred its intellectual property rights related to the development and marketing of skin-care products in the cosmetic and dermatological fields that relates to two-part reactive silicone polymer systems that produce films that adhere to skin, including, without limitation, the registered trademarks and trademark applications listed on the attached Appendix 1 and the registered patents and patent applications listed on the attached Appendix 2, (such intellectual property, the "*Transferred IP*") to Assignee.

WHEREAS, Assignor and Assignee are entering into this Confirmatory Agreement to restate, evidence, and confirm the transfer of the Transferred IP to Assignee.

Intending to be legally bound, the parties hereto agree as follows:

1. Effective as of the date hereof, on the terms and subject to the conditions set forth in the Assignment Agreement, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Transferred IP, including, together with any foreign counterparts or equivalents thereto, existing now or in the future, renewals and extensions of any of the foregoing and any Transferred IP that may be registered upon or issue from any of the foregoing, together with all rights to income, royalties, damages and payments becoming due or payable before, from or after the Effective Date and the rights to sue and collect damages for past, current or future infringements, misappropriations or other violations thereof, and any corresponding, equivalent or counterpart rights, title or interest that now exist or may be secured hereafter anywhere in the world, and all copies and tangible embodiments of the foregoing, for Assignee's own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future misappropriation, infringement or other unauthorized use of the Transferred IP, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor hereby authorizes and requests the United States Patent and Trademark Office and any other similar governmental authority in countries foreign to the United States to record Assignee as the assignee and owner of the Transferred IP, and to register or issue any and all Transferred IP thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

3. The respective rights of Assignor and Assignee with respect to the Transferred IP sold, conveyed, assigned, transferred and delivered hereby shall be governed exclusively by the Assignment Agreement, and nothing in this Confirmatory Agreement shall alter any liability or obligation arising under the Assignment Agreement. If there is any conflict or inconsistency

between the provisions of the Assignment Agreement and this Confirmatory Agreement, the provisions of the Assignment Agreement shall govern.

4. Nothing in this Confirmatory Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

5. This Confirmatory Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

6. This Confirmatory Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

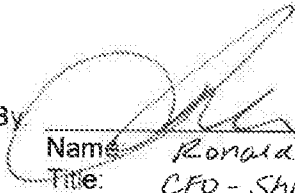
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SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Assignee and Assignor have caused this Confirmatory Intellectual Property Assignment Agreement to be executed by their duly authorized representatives as of the date first above written.

ASSIGNOR:

SHISEIDO AMERICAS CORPORATION

By: 
Name: Ronald Gee
Title: CFO - Shiseido Americas
Global M & A Leader - Shiseido Group

ASSIGNEE:

SHISEIDO COMPANY, LIMITED

By: 
Name: Kentaro Adachi
Title: Vice President

Appendix 1 - Schedule of Trademark Applications

MARK	IMAGE	COUNTRY	STATUS	OWNER	FILE NUMBER
APPL. NO.	FILING DATE	REG. DATE	REG. NO.	CLASS/GOODS/SERVICES	
XPL	Mar 1, 2017	China	Pending	Shiseido Americas Corporation	2T18702431
				001-Ingredients for use in the manufacture of cosmetics; ingredients for use in the manufacture of pharmaceuticals; ingredients for use in the manufacture of skin care preparations. * 010-Medical devices.	
XPL		International Bureau (WIPO)	Registered	Oitvo Laboratories, LLC	2T18702430
	Mar 1, 2017		1359976	001-Chemical ingredients for use in the manufacture of cosmetics, namely silicone and organic film formers; chemical ingredients for use in the manufacture of pharmaceuticals, namely silicone and organic film formers; Active chemical ingredients for use in the manufacture of pharmaceuticals for skin protection, wound healing, modification of skin appearance, namely alleviation of post-wine stains and vitiligo, and treatment of dermatological disorders, namely eczema, hyperpigmentation, and nerve sensitivity; chemical ingredients for use in the manufacture of skin care preparations, namely silicone and organic film formers. * 003-Cosmetics and cosmetic preparations, non-medicated toiletries, non-medicated skin care preparations. * 005-Pharmaceutical preparations for skincare, woundcare, surgical care, and treating nerve sensitivity, pharmaceutical preparations for the treatment of skin conditions therapeutic skin creams for skin protection, wound healing, modification of skin appearance, namely, alleviation of post-wine stains and vitiligo, and treatment of dermatological disorders, namely, eczema, hyperpigmentation, and nerve sensitivity; drug delivery agents in the form of topical film formers that facilitate the delivery of a wide variety of pharmaceuticals; medicated skin care preparations. * 010-Medical devices.	
XPL		United States of America	Allowed	Shiseido Americas Corporation	2T18702429

MARK	IMAGE	COUNTRY	STATUS	OWNER	FILE NUMBER
APPL. NO.	REG. DATE	REG. NO.	CLASS/GOODS/SERVICES		
87166209	Sep 9, 2016		<p>001-Ingredients for use in the manufacture of cosmetics, namely, silicone and organic film formers, ingredients for use in the manufacture of pharmaceuticals, namely, silicone and organic film formers; Active chemical ingredients for use in the manufacture of pharmaceuticals for skin protection, wound healing, modification of skin appearance, namely, alleviation of port-wine stains and vitiligo, and treatment of dermatological disorders, namely, eczema, hyperpigmentation, and nerve sensitivity, ingredients for use in the manufacture of skin care preparations, namely, silicone and organic film formers; * 003-Cosmetics and cosmetic preparations; non-medicated toiletries, non-medicated skin care preparations; * 005-Pharmaceutical preparations for skincare, woundcare, surgical care, and treating nerve sensitivity; pharmaceutical preparations for the treatment of skin conditions, non-medicated, therapeutic skin creams for skin protection, wound healing, modification of skin appearance, namely, alleviation of port-wine stains and vitiligo, and treatment of dermatological disorders, namely, eczema, hyperpigmentation, and nerve sensitivity; drug delivery agents in the form of topical film formers that facilitate the delivery of a wide variety of pharmaceuticals, medicated skin care preparations; * 010-Medical devices for skin protection, wound healing, modification of skin appearance, namely, alleviation of port-wine stains and vitiligo, and treatment of dermatological disorders, namely, eczema, hyperpigmentation, and nerve sensitivity.</p>		
XPL SECOND SKIN			International Bureau (WIPO) Registered	Shiseido Americas Corporation	2T18702432
	Mar 1, 2017	1365235	<p>001-Ingredients for use in the manufacture of cosmetics; ingredients for use in the manufacture of pharmaceuticals; ingredients for use in the manufacture of skin care preparations; * 003-Cosmetics and cosmetic preparations, non-medicated toiletries; non-medicated skin care preparations; * 005-Pharmaceutical preparations, pharmaceutical preparations for the treatment of skin conditions; non-medicated, therapeutic skin creams; drug delivery agents; medicated skin care preparations; * 010-Medical devices</p>		

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Appendix 2 – Schedule of Patent Applications and Issued Patents

Patents

Country	Application No./ Patent No.	Filing Date/ Issue Date	Status
United States (US)	13/430,563	08-31-2011	Issued
United States (US)	US9114096	08-25-2015	Issued
United States (US)	13/971,272	08-31-2011	Issued
United States (US)	US8691202	04-08-2014	Issued
United States (US)	14/833,565	08-31-2011	Issued
United States (US)	US9724363	08-08-2017	Issued
Australia (AU)	AU2011295970	08-31-2011	Issued
Australia (AU)	AU2011295970	04-21-2016	Issued
Australia (AU)	AU2012312170	09-21-2012	Issued
Australia (AU)	AU2012312170	01-11-2018	Issued
China (CN)	CN20118004179	08-31-2011	Issued
China (CN)	CN103153279	10-12-2016	Issued
Japan (JP)	JP2013-527273	08-31-2011	Issued
Japan (JP)	JP6105468	03-10-2017	Issued
Mexico (MX)	MX/a/2013/002382	08-31-2011	Issued
Mexico (MX)	MX334670	11-09-2015	Issued
Brazil (BR)	BR112013004914	08-31-2011	Issued
Brazil (BR)	BR112013004914	07-31-2018	Issued
South Korea (KR)	KR2013-7007967	08-31-2011	Issued
South Korea (KR)	KR2013-7007967	12-27-2018	Issued
Australia (AU)	AU2016204891	08-31-2011	Issued
Australia (AU)	AU2016204891	05-31-2018	Issued
United States (US)	15/095,471	08-31-2011	Issued
United States (US)	US 9,937,200	04-10-2018	Issued
United States (US)	15/145,918	09-21-2012	Issued
United States (US)	US 10,022,396	07-17-2018	Issued
United States (US)	13/933,300	08-31-2011	Issued
United States (US)	US9308221	04-12-2016	Issued

Country	Application No./ Patent No.	Filing Date/ Issue Date	Status
United States (US)	13/624,483	09-21-2012	Issued
United States (US)	US9333223	05-10-2016	Issued
United States (US)	15/145,918	09-21-2012	Issued
	US10022396	07-17-2018	

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Patent Applications

Country	Application No.	Filing Date	Status
United States (US)	15/638,059	08-31-2011	Pending
Canada (CA)	CA2811864	08-31-2011	Pending
China (CN)	CN201610825596	08-31-2011	Pending
Europe (EP)	EP11822576.2	08-31-2011	Pending
Hong Kong (HK)	HK13112898.3	08-31-2011	Pending
Mexico (MX)	MX/a/2015/015349	08-31-2011	Pending
South Korea (KR)	10-2018-7037671	08-31-2011	Pending
Japan (JP)	JP2017039400	08-31-2011	Pending
Canada (CA)	CA2848943	09-21-2012	Pending
Europe (EP)	EP12775090.9	09-21-2012	Pending
Canada (CA)	CA3002455	11-09-2016	Pending
Australia (AU)	AU2016354456	11-09-2016	Pending
Mexico (MX)	MX/a/2018/004753	11-09-2016	Pending
Japan (JP)	2018-543293	11-09-2016	Pending
Hong Kong (HK)	19120420.5	11-09-2016	Pending

Country	Application No.	Filing Date	Status
Brazil (BR)	BR1120180094471	11-09-2016	Pending
China (CN)	201680078351.1	11-09-2016	Pending
Israel (IL)	259123	11-09-2016	Pending
South Korea (KR)	10-2018-7016425	11-09-2016	Pending
Europe (EP)	16864921.8	11-09-2016	Pending
United States (US)	15/774,350	11-09-2016	Pending
United States (US)	15/947,132	04-06-2018	Pending
Australia (AU)	2016202804	08-31-2011	Pending
United States (US)	62/737,652	10-27-2018	Pending
United States (US)	16/011,258	08-18-2018	Pending
United States (US)	62/833,965	04-15-2019	Pending

