

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0851-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
Kayo of California

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: California  
 Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
Additional names, addresses, or citizenship attached?  No

Name: Tattoo Holdings, LLC  
Internal \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 1900 Avenue of the Stars 7th Floor  
City: Los Angeles  
State: California  
Country: USA      Zip: 90067

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other LLC      Citizenship California, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) November 12, 2009

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) 2072912

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**6. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Ping Chu  
Internal Address: \_\_\_\_\_  
Street Address: 333 S. Hope Street, 48th Floor  
City: Los Angeles  
State: California      Zip: 90071  
Phone Number: (213) 620-1780  
Fax Number: (213) 620-1398  
Email Address: pchu@sheppardmullin.com

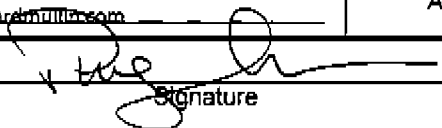
**6. Total number of applications and registrations involved:** One

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)**      \$ Already paid

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**  \_\_\_\_\_      January 13, 2010  
Signature      Date  
Ping Chu  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: Seven

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of November 2, 2009 (the "Effective Date") by and between Kuyo of California, a California corporation ("Assignor") and Tattoo Holdings, LLC a California limited liability company ("Assignee").

WHEREAS, Assignor desires to transfer, assign, convey, deliver and vest all of its right, title and interest in and to certain intellectual property to Assignee, and Assignee desires to acquire the same, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably transfers, conveys and assigns to Assignee all of Assignor's entire right, title and interest in and to the intellectual property set forth in Exhibit A hereto, as well as any intellectual property related thereto (collectively, the "Intellectual Property"), together with all related goodwill and the right to sue and recover for any and all past, present or future infringements of such Intellectual Property.

2. **PAYMENT.** As consideration for the assignment contemplated in Section 1 above, Assignee agrees to pay Assignor a check for one hundred U.S. dollars (\$100) upon the execution of this Assignment.

### 3. REPRESENTATIONS AND WARRANTIES.

3.1 **Mutual Representations and Warranties.** Each party represents and warrants that (i) it has the full power and authority to enter into this Assignment, and it has duly authorized, executed and delivered this Assignment; (ii) this Assignment will constitute a valid and binding agreement and obligation on such party enforceable against such party in accordance with its terms; (iii) neither the execution and delivery of this Assignment, the consummation of any transactions contemplated herein, nor compliance with any term hereof will conflict with or result in a breach of any law or order applicable to such party nor any agreement or instrument to which such party is a party or by which it is bound; (iv) no order of any kind is in existence that would prevent such party from performing its obligations set forth herein and no consent or approval of any third party is required for the execution hereof by such party or the consummation of any transaction contemplated herein.

3.2 **Representations and Warranties of Assignor.** Assignor further represents and warrants that (i) it is the sole owner of the entire right, title and interest in and to the Intellectual Property; (ii) it has the full right and capacity to assign all right, title and interest in and to the Intellectual Property, and it has not granted, and will not grant to others, any interest or assignment inconsistent with the rights granted to Assignee hereby; (iii) the Intellectual Property is free and clear of all liens and encumbrances, and Assignor has paid all applicable fees for the Intellectual Property to all applicable governmental agencies sufficient to maintain the validity and effectiveness of the Intellectual Property through the Effective Date; (iv) Assignor has no knowledge of any basis for invalidating the Intellectual Property or preventing Assignee from

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using, selling, distributing or otherwise exploiting the Intellectual Property anywhere in the world; (v) Assignor will immediately notify Assignee if Assignor learns of any possible infringement of the Intellectual Property, or if Assignor receives any inquiry from a third party concerning the Intellectual Property; (vi) Assignor will reasonably cooperate in any action or process necessary to enforce the Intellectual Property against any third party at Assignee's request; and (vii) to Assignor's knowledge, Assignor is not subject to, or in default with respect to, any order, injunction, decree or award of any court, arbitrator or governmental agency or body, domestic or foreign, nor any administrative or judicial dispute, claim, action, proceeding or investigation, pending, threatened or contemplated, that could affect the subject matter of this Assignment.

4. **CONFIDENTIALITY.** The terms, conditions and provisions of this Assignment and any confidential, non-public information relating thereto, and any other confidential information of Assignor and Assignee are confidential and shall not be disclosed by either party to any third party without the prior written consent of the disclosing party.

5. **RN NUMBER.** Assignor will be responsible for updating and changing the registration information for Registered Identification Number 104089 with the Federal Trade Commission with Assignor's, or Assignor's designee's, name and contact information using the online form available at [www.ftc.gov](http://www.ftc.gov).

6. **INDEMNIFICATION.** Assignor shall defend, indemnify, protect and hold harmless Assignee and its affiliates, partners, shareholders, directors, officers, employees, agents and representatives, from and against any and all liabilities, judgments, claims, settlements, losses, damages, costs, fees (including attorneys' fees, court fees and expenses), liens, taxes, penalties, obligations and expenses incurred or suffered, arising from Assignor's breach of its representations and warranties, duties, obligations or any other material terms of this Assignment.

#### 7. MISCELLANEOUS.

7.1 **Further Assurances.** Assignor hereby covenants and agrees to reasonably cooperate and assist Assignee, at Assignee's expense, in preserving Assignee's interest in the Intellectual Property in any jurisdiction throughout the world, including by promptly executing any documentation reasonably necessary to obtain, maintain or enforce any Intellectual Property or record any interest granted to Assignee under this Assignment in any jurisdiction, provided that, if Assignee is unable to obtain such cooperation and assistance of Assignor, Assignor hereby irrevocably designates and appoints Assignee as its duly authorized officer and agent, and attorney-in-fact, with full power of substitution, to act for and on Assignor's behalf, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Assignor.

7.2 **Severability.** In the event that any provision of this Assignment is held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein shall continue in full force and effect.

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7.3 Relationship of the Parties. Each party hereby agrees that this Assignment does not make either party an agent, legal representative, subsidiary, joint venturer, partner or employee of the other party for any purpose.


7.4 Governing Law and Jurisdiction. This Assignment shall be governed and interpreted under the laws of the State of California, without applying its conflict of law principles. Each party irrevocably consents to the exclusive jurisdiction of the state and federal courts in Los Angeles, California over any action or proceeding arising out of or related to this Assignment.

7.5 Waiver. The waiver by either party, express or implied, of any right under this Assignment or any failure to perform under this Assignment by the other party, shall not constitute or be deemed a waiver of any other right under this Assignment or of any other failure to perform under this Assignment by the other.

7.6 Entire Agreement. This Assignment encompasses the entire agreement between Assignor and Assignee with respect to the Intellectual Property, and supersedes any prior understanding that may have been reached between the parties. This Assignment cannot be modified except in a writing signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as of the date first set forth above.

KAYO OF CALIFORNIA

By: 

Name: JEFF MICHAEL

Title: PROFESOR

TATTOO HOLDINGS, LLC

By: 

Name: Jonathan Kase

Title: member

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**EXHIBIT A**  
**INTELLECTUAL PROPERTY**

**1. Trademarks**

**MARK**  
**TATTOO**

**REGISTRATION NUMBER**  
**2072912**

**2. Domain Name**

[www.tattooclothing.com](http://www.tattooclothing.com)

**3. Web Page**

<http://facebook.com/TattooClothing>