OP \$40.00 2662541

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM373419

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STARLINE PUBLICATIONS INC.		12/01/2015	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	QUADRA MEDIA LLC	
Street Address:	12 West 27th Street, 10th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10001	
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2662541	SKIN & INK

CORRESPONDENCE DATA

Fax Number:

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.

Phone: (212)6797820

Email: mc@mcantorlawoffice.com

Correspondent Name: Mitchell Cantor

Address Line 1: 355 Lexington Avenue, Suite 401
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Mitchell Cantor
SIGNATURE:	/Mitchell Cantor/
DATE SIGNED:	02/16/2016

Total Attachments: 3

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TRADEMARK
REEL: 005732 FRAME: 0783

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of the last date signed below.

WHEREAS, STARLINE PUBLICATIONS, INC., a New York Corporation, having a principal place of business at 46 Violet Avenue Poughkeepsie, NY 12601 (hereinafter referred to as "ASSIGNOR"), is the owner of all right, title and interest in and to the trademarks registrations recited in Appendix A hereto, and in and to the goodwill of the business appertaining thereto and which is symbolized thereby;

WHEREAS, QUADRA MEDIA LLC., a New York limited liability company having a principal place of business at 174 Middletown Blvd, Langhorne, PA 19047 (hereinafter referred to as "ASSIGNEE"), desires to acquire from ASSIGNOR all right, title and interest in and to said trademarks and U.S. and foreign trademark applications and registrations recited in Appendix A hereto, and in and to the goodwill of the business appertaining thereto and which is symbolized thereby;

NOW THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, transfer, convey and assign unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in and to said trademarks and U.S. and foreign trademark applications and registrations recited in Appendix A hereto, and in and to the goodwill of the business appertaining thereto and which is symbolized thereby, with the right to recover for past infringements thereof;

ASSIGNOR confirms that it owns said trademarks and U.S. and foreign trademark applications and registrations recited in Appendix A hereto, and in and to the goodwill of the business appertaining thereto and which is symbolized thereby, free and clear of any liens, encumbrances, restrictions on transfer, claims, covenants or conditions of any kind, and that it has the full right and power to transfer the trademarks and said applications and registrations;

TRADEMARK REEL: 005732 FRAME: 0784 ASSIGNOR hereby authorizes and requests the U.S. Patent and Trademark Office and any foreign trademark office to issue all Registrations and Renewals for said trademarks to ASSIGNEE, its successors, legal representatives and assigns, as assignee thereof, in accordance with the terms of this Assignment.

ASSIGNOR hereby further covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting said trademarks and applications and registrations, and will make all rightful oaths, sign all necessary papers and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to transfer to ASSIGNEE and to obtain and maintain proper trademark protection in the name of ASSIGNEE for said trademarks and applications and registrations.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Trademark Assignment December 1, 2015.

ASSIGNOR

STARLINE PUBLICATIONS, INC.

Ву:

Stephen Perretta Vice President **ASSIGNEE**

QUADRA MEDIA LLC

Wan

APPENDIX A

UNITED STATES REGISTRATIONS

Reg. Nos.

Marks

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