

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386266

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| I.P. Holdings, Inc. | | 06/01/2016 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | T.K.S.- IP Holdings, LLC | | |
| Street Address: | 3385 Roy Orr Blvd. | | |
| Internal Address: | Suite A | | |
| City: | Grand Prairie | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75050 | | |
| Entity Type: | Limited Liability Company: TEXAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2491811 | ARTIST'S PALETTE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7139750995 | | |
| <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: | 713-975-0800 | | |
| Email: | info@dmiplaw.com | | |
| Correspondent Name: | D'Ambrosio & Menon, PLLC | | |
| Address Line 1: | 2825 Wilcrest Drive | | |
| Address Line 2: | Suite 486 | | |
| Address Line 4: | Houston, TEXAS 77042 | | |
| NAME OF SUBMITTER: | Tanya Taylor | | |
| SIGNATURE: | /Tanya Taylor/ | | |
| DATE SIGNED: | 06/01/2016 | | |
| Total Attachments: 2 | | | |
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| source=ExecutedTrademark Assignment ARTIST PALETTE#page2.tif | | | |

OP \$40.00 2491811

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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| Mark: ARTIST'S PALETTE U.S. Serial No.: 75/721,012 Filed: June 03, 1999 Registration No.: 2,491,811 Registration Date: September 25, 2001 International Class Nos.: 016 and 020 | Attorney Docket No.: SCHN003 |
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TRADEMARK ASSIGNMENT

This Trademark Purchase and Assignment Agreement (the "Agreement") is made as of JUNE 1, 2016, (the "Effective Date"), for the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, between trademark owner, (the "Assignor"):

I.P. Holdings, Inc.
805 W N Carrier Parkway, Suite 260
Grand Prairie, Texas 75050

and future trademark owner, (the "Assignee").

T.K.S.- IP Holdings, LLC
3385 Roy Orr Blvd, Suite A
Grand Prairie, TX 75050

Assignor hereby sells, assigns and transfers to Assignee and the successors and legal representatives of the ASSIGNEE, an undivided One Hundred per cent (100%) right, title and interest for the United States, its territorial possessions and for any and all foreign countries, including all rights to claim priority and to any and all variations of the mark disclosed in the trademark:

ARTIST'S PALETTE, U.S. Serial No.: 75/721,012; U.S. Reg. No. 2,491,811

and to all U.S. Certificates of Registration and Registration Renewals.

ASSIGNOR AUTHORIZES AND REQUESTS the Patent and Trademark Office to issue any and all such U.S. Certificates of Registration and renewals to the ASSIGNEE;

ASSIGNOR WARRANTS AND COVENANTS that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the ASSIGNOR, and that the full right to convey the same as herein expressed is possessed by the ASSIGNOR;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to trademark renewal as may be known and accessible to ASSIGNOR and will testify as to the same in any infringement dispute,

litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, documents instruments of affidavits required to apply for, obtain, maintain, issue and enforce, the Registration, and all equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR further covenants that, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, the ASSIGNOR will execute and deliver to the ASSIGNEE all rightful oaths, declarations, assignments, powers of attorney and other papers, communicate to the ASSIGNEE all facts known to the ASSIGNOR relating to such trademark and the history thereof, and generally do everything possible which the ASSIGNEE shall consider desirable for vesting title to such trademark in the ASSIGNEE, and for securing, maintaining and enforcing proper trademark protection;

SAID ASSIGNMENT TO BE BINDING on the heirs, assigns, representatives and successors of the ASSIGNOR and extend to the successors, assigns and nominees of the ASSIGNEE.

Date: 6-1-2016

I.P. Holdings, Inc.

By: *Timothy D. Schnell*
Timothy D. Schnell, President

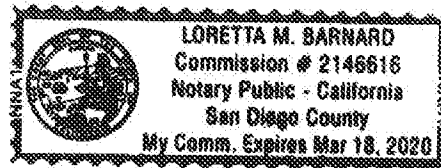
State of California)
County of San Diego)

On 6-1-2016, 2016 before me,
Loretta M. Barnard, Notary Public
(insert name and title of the officer)

personally appeared Timothy D. Schnell who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Loretta M. Barnard* (Seal)