

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KINGPIN TATTOO SUPPLY, INC.		05/31/2016	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	KP ACQUISITION, LLC		
Street Address:	260 Franklin Street		
Internal Address:	Suite 1860		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4163323	KINGPIN TATTOO SUPPLY	
Registration Number:	4623524		
Registration Number:	4631352	PRO-DESIGN	
Serial Number:	86467738	SOFT GRIP	
Serial Number:	86413905	SLOT-LOCK NEEDLE CARTRIDGE	
CORRESPONDENCE DATA			
Fax Number:	2077911350		
<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:	207-791-1100		
Email:	trademark@pierceatwood.com		
Correspondent Name:	Daniel A. Lev		
Address Line 1:	254 Commercial Street		
Address Line 4:	Portland, MAINE 04101		
NAME OF SUBMITTER:	Daniel A. Lev		
SIGNATURE:	/Daniel A. Lev/		
DATE SIGNED:	06/16/2016		

CH \$140.00 4163323

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is dated as of May 31, 2016 between KINGPIN TATTOO SUPPLY, INC., a Florida corporation (the “**Assignor**”) and KP ACQUISITION, LLC, a Delaware limited liability company (the “**Assignee**”).

WHEREAS, the Assignor owns the entire right, title and interest in and to the trademarks and trademarks applications listed on Exhibit A hereto (the “**Trademarks**”);

WHEREAS, the Assignee desires to acquire the Trademarks; and

WHEREAS, the parties have entered into a certain Asset Purchase Agreement, dated as of May 31, 2016, under which the Assignee purchased certain assets of Assignor, including without limitation the Trademarks (the “**Asset Purchase Agreement**”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers, and sets over to the Assignee, its successors and assigns, the Assignor’s entire right, title and interest in and to each Trademark; any goodwill associated with or symbolized by each Trademark; and all rights of any kind accruing under or associated with the Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world (collectively, the “**Assigned Trademarks**”).

2. Assignor hereby sells, assigns, transfers, and sets over to the Assignee, its successors and assigns, all internet domain name registrations and social media accounts or user names (including “handles”) incorporating any Assigned Trademark or any acronym, abbreviation, or component thereof, including the domain names and social media accounts listed on Exhibit B, and all associated web addresses, URLs, websites and web pages, and social media sites and pages, and all content and data thereon or relating thereto (collectively, the “**Internet Assets**”).

3. Assignor hereby sells, assigns, transfers, and sets over to the Assignee, its successors and assigns, any and all claims and causes of action with respect to any of the Assigned Trademarks and the Internet Assets, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

4. Assignor hereby sells, assigns, transfers, and sets over to the Assignee, its successors and assigns, all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to the Assigned Trademarks and the Internet Assets.

5. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States or the personnel of other appropriate bodies to record this Assignment of each Assigned Trademark to the Assignee, its successors and assigns, in accordance with the terms of this Assignment.

6. Assignor agrees to execute and notarize any further documents or take any further actions required to effect the intent of Sections 1-4 and to perfect Assignee's or Assignee's successors' and assigns' ownership of the Assigned Trademarks and the Internet Assets. Assignee will bear any expenses related to the recordation of the Assigned Trademarks and the Internet Assets.

7. This Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks and the Internet Assets. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

8. Assignor hereby irrevocably designates and appoints (which designation and appointment is coupled with an interest) Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor.

9. This Assignment will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns.

10. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

11. This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. No amendment, supplement, modification or waiver of this Assignment shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

12. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance is not affected in any manner materially adverse to a party. Upon such determination that any term

or other provision is invalid, illegal, or incapable of being enforced, the parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a reasonably acceptable manner.

13. This Assignment shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Delaware (without reference to its choice of law provisions).

14. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be executed effective as of the date above first written.

ASSIGNOR:

KINGPIN TATTOO SUPPLY, INC.

By: 

Name: David A. Mayer
Title: President

ASSIGNEE:

KP ACQUISITION, LLC

By: _____

Name: Brian E. Kinsman
Title: Co-Chairman

{Signature Page to Trademark Assignment}

**TRADEMARK
REEL: 005816 FRAME: 0172**

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be executed effective as of the date above first written.

ASSIGNOR:

KINGPIN TATTOO SUPPLY, INC.

By: _____

Name: David A. Mayer

Title: President

ASSIGNEE:

KP ACQUISITION, LLC

By: _____

Name: Brian E. Kinsman

Title: Co-Chairman

[Signature Page to Trademark Assignment]

**TRADEMARK
REEL: 005816 FRAME: 0173**

Exhibit A

Trademarks

Registration or Application Number	Registration or Application Date	Title	Mark/Design	Jurisdiction
4163323	06/26/2012	Kingpin Tattoo Supply		USA
15658396	11/06/2014	Kingpin Tattoo Supply		China
1715671	07/01/2015	Kingpin Tattoo Supply		Taiwan
303188142	11/04/2015	Kingpin Tattoo Supply		Hong Kong
013459706	04/14/2015	Kingpin Tattoo Supply		EU
4623524	10/21/2014	Crown Logo		USA
4631352	11/04/2014	Pro-Design	Pro-Design	USA
86467738		Soft Grip	Soft Grip	USA
86413905		Slot-Lock Needle Cartridge		USA

Exhibit B

Domain Names and Social Media Accounts

www.kingpintattoosupply.com
www.disposableneedlecartridges.com
www.kingpinmanufacturing.com
www.kingpinmfg.com
www.kingpintattoomachines.com
www.needlecartridges.com
www.slot-lock.com
www.slot-lock.info
www.slot-lock.net
www.slot-lock.org
www.kingpintattoosupplies.com
www.kingpinbooks.com
www.kingpinflash.com
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www.kingpintattoosupply.net
www.redratindustries.com
www.kingpininternationaltattoosupply.com
www.kingpininternationaltattoosupply.net
www.slotlock.com