

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488975

| | | | |
|---|--|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Think Trading, Inc. | | 08/13/2018 | Corporation: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Painful Pleasures, Inc. | | |
| Street Address: | 7410 Coca Cola Drive | | |
| Internal Address: | Unit 107 | | |
| City: | Hanover | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 21076 | | |
| Entity Type: | Corporation: MARYLAND | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5290293 | COLOR LOCK | |
| Registration Number: | 4749258 | RUTHLESS | |
| Registration Number: | 4497917 | MONSTER POINT | |
| Registration Number: | 4594275 | STENCIL OFF | |
| Registration Number: | 5103406 | MAG LOCK | |
| Registration Number: | 4759244 | GORILLA GRIP | |
| Registration Number: | 4471400 | ROOTS ESSENTIALS | |
| Registration Number: | 4302598 | BUCKLE RAGE | |
| Registration Number: | 4034321 | BLACK BUDDHA | |
| Registration Number: | 3883102 | STENCIL STAY | |
| Registration Number: | 3679586 | MONSTER POINT | |
| Serial Number: | 86772606 | STRYKE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8582720221 | | |
| <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: | 8582720220 | | |
| Email: | trademarks@ipla.com | | |

OP \$315.00 5290293

Correspondent Name: John M. Kim
Address Line 1: 4445 Eastgate Mall
Address Line 2: Suite 200
Address Line 4: San Diego, CALIFORNIA 92121

NAME OF SUBMITTER: Benjamin S. White

SIGNATURE: /bsw/

DATE SIGNED: 09/06/2018

Total Attachments: 3

source=Think Trading-Painful Pleasures - Trademark Assignment_Redacted#page1.tif

source=Think Trading-Painful Pleasures - Trademark Assignment_Redacted#page2.tif

source=Think Trading-Painful Pleasures - Trademark Assignment_Redacted#page3.tif

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (“Assignment”) is made as of this 13th day of August, 2018, by Think Trading, Inc., a corporation under and pursuant to the laws of Florida (“Assignor”) and Painful Pleasures, Inc., a corporation duly organized and existing under the laws of Maryland (“Assignee”).

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Assignor’s Trademarks (the “Marks”, as set forth on Exhibit A);

WHEREAS, Assignor is the sole and exclusive owner of the Marks;

WHEREAS, Assignor desires to assign all its right, title, and interest in and to the Marks, and Assignee desires to receive an assignment of all of Assignor’s right, title, and interest therein and thereto, including (without limitation) all goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment to Assignee:

1. The Marks. The Marks being assigned by Assignor to Assignee hereunder (together with all associated goodwill), applications for registration therefor, and registrations thereof (the “Marks”) as identified on Exhibit A (attached hereto and made a part hereof).

2. Assignment. Assignor does hereby sell, assign, transfer, and convey to Assignee its entire right, title, and interest in and to the Marks throughout the world and any and all rights to any registrations therefor or applications for registrations thereof which may now or hereafter exist anywhere in the world, together with all of Assignor's goodwill associated therewith or symbolized thereby throughout the world.

3. Other Actions. Assignor agrees, at Assignee’s expense, to execute and deliver all instruments and documents and to do all other reasonable acts appropriate to perfect in Assignee sole and exclusive title to the Marks and the rights transferred hereunder.

4. Additional Rights. In addition to the above-specified rights, Assignor specifically assigns to Assignee all its claims (if any) to recover for any infringement or other violation of the ownership or use rights of the Marks, whether such infringement or violation occurs in the future or has occurred in the past. This right includes the right to sue for injunctive relief and monetary damages and to recover attorney's fees for its own account and benefit and with no right of accounting to Assignor. Assignor agrees to cooperate with Assignee in any such action, at Assignee's expense.

5. Communications. Assignee is authorized to communicate with the United States

Patent and Trademark Office (and corresponding offices or agencies in other countries of the world), and the United States Patent and Trademark Office (and corresponding offices or agencies in other countries of the world) is authorized to receive and act upon all instructions, communications, correspondence, or other information sent or provided by Assignee to the same extent as if this Assignment had not been made and such item had been received from Assignor.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

ASSIGNOR

THINK TRADING, INC.

DocuSigned by:

Gustavo Mitchell

DB0DD438D8C8406...

Sign

Gustavo Mitchell

Printed Name

Its: 8/13/2018 2:12:58 PM PDT

EXHIBIT A

Marks

The Marks being assigned are identified below:

| U.S. Serial Number | U.S. Reg. Number | Word Mark |
|---------------------------|--|------------------|
| 87319409 | 5290293 | COLOR LOCK |
| 86228633 | 4749258 | RUTHLESS |
| 86032618 | 4497917 | MONSTER POINT |
| 86032467 | 4594275 | STENCIL OFF |
| 86888397 | 5103406 | MAG LOCK |
| 86414511 | 4759244 | GORILLA GRIP |
| 85528998 | 4471400 | ROOTS ESSENTIALS |
| 85528967 | 4302598 | BUCKLE RAGE |
| 85241271 | 4034321 | BLACK BUDDHA |
| 85021747 | 3883102 | STENCIL STAY |
| 77678532 | 3679586 | MONSTER POINT |
| 86772606 | Allowed – awaiting statement of use | STRYKE |
| | | |
| | | |
| | | |