

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Holdfast Inc.		02/04/2019	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Painful Pleasures, Inc.		
Street Address:	7410 Coca Cola Drive, Unit 108		
City:	Hanover		
State/Country:	MARYLAND		
Postal Code:	21076		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5097251	QUARTZ	
Registration Number:	5054409	PEAK	
Registration Number:	5054410	BLOOD	
Registration Number:	5097252	ONYX	
Registration Number:	4831789	HOLDFAST	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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:	5616535000		
Email:	angela.martin@akerman.com		
Correspondent Name:	Akerman LLP		
Address Line 1:	777 S. Flagler Dr., Ste 1100 West Tower		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	0348093		
NAME OF SUBMITTER:	Peter A. Chiabotti		
SIGNATURE:	/Peter A. Chiabotti/		
DATE SIGNED:	02/08/2019		
Total Attachments: 6			

CH \$140.00 5097251

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of February 4, 2019 (the "Effective Date"), by and between Holdfast Inc., a Maryland corporation ("Assignor") and Painful Pleasures, Inc., a Maryland corporation ("Assignee").

RECITALS

WHEREAS, in connection with the dissolution of Assignor, Assignor is desirous of assigning to Assignee all right, title, interest, and goodwill in any and all Intellectual Property rights or assets owned by Assignor. Assignee is desirous of accepting such assignment.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, for \$10.00 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

DEFINITIONS

1.1 "Assigned Copyrights" means all Copyrights and other copyrightable works that Assignor owns, including: (a) all renewals and extensions thereof; (b) all rights with respect to such Copyrights owned by Assignor; and (c) all Copyrights in the work product, websites, artwork, collateral and other materials of Assignor.

1.2 "Assigned Patents" means all inventions and Patents that Assignor owns, including: (a) all inventions claimed or described in such Patents; (b) all divisions, renewals, reissues, continuations, extensions, and continuations-in-part of the foregoing Patents, (c) any Patents in the United States and anywhere else in the world and Patent applications that have been or may be granted or filed, respectively, with respect to those inventions, including without limitation all foreign Patents that may claim priority thereto; and (d) all rights with respect to such Patents.

1.3 "Assigned Proprietary Rights" means all other proprietary rights and information owned by Assignor but not included in the Assigned Copyrights, Assigned Trademarks and Assigned Patents, including, intangible property, rights and information, trade secrets, proprietary information, know-how, technology, technical data and customer lists, software, proprietary recipes, formulas, manufacturing processes, packaging and labeling relating to products of Assignor, and all documentation relating to any of the foregoing.

1.4 "Assigned Trademarks" means all Trademarks that Assignor owns, including: (a) all Trademarks, both registered and unregistered trademarks, identified on Exhibit A, attached to this Agreement and incorporated herein by this reference; (b) all goodwill associated with the business related to such Trademarks; and (c) all rights with respect to such Trademarks.

1.5 "Copyrights" means: (a) any rights in original works of authorship fixed in any tangible medium of expression as set forth in 17 U.S.C. § 101 *et. seq.*; (b) all registrations and applications to register the foregoing anywhere in the world; (c) all foreign counterparts and analogous rights anywhere in the world; and (d) all rights in and to any of the foregoing.

1.6 “Intellectual Property” means all rights in Copyrights, Patents, Trademarks, and any other proprietary rights relating to intangible property.

1.7 “Patents” means: (a) patents and patent applications, worldwide, including all divisions, continuations, continuing prosecution applications, continuations in part, reissues, renewals, reexaminations, and extensions thereof and any counterparts worldwide claiming priority therefrom; utility models, design patents, patents of importation/confirmation, and certificates of invention and like statutory rights; and (b) all right in and to any of the foregoing.

1.8 “Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency, or political subdivision thereof.

1.9 “Trademarks” means: (a) trademarks, service marks, logos, trade dress and trade names, social media accounts and domain names indicating the source of goods or services, and other indicia of commercial source or origin (whether registered, common law, statutory or otherwise); (b) all registrations and applications to register the foregoing anywhere in the world; (c) all goodwill associated therewith; and (e) all rights in and to any of the foregoing.

ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY

2.1 Assigned Intellectual Property. Assignor hereby assigns all right, title, and interest to Assignee, and Assignee hereby acquires from Assignor, all right, title, and interest in the United States and throughout the world, in and to the any and all Intellectual Property rights or assets owned by Assignor, including the following (collectively, the “Assigned Intellectual Property”):

(a) all Assigned Patents, Assigned Copyrights, Assigned Trademarks and Assigned Proprietary Rights, including, without limitation, the Intellectual Property listed and described in Exhibit A, and all tangible embodiments of any of the foregoing, in any form and in any media, in the possession of any member of Assignor or other Persons engaged or retained by any member of Assignor;

(b) the exclusive right to grant licenses and rights under and with respect to any of the Intellectual Property referenced in Section 2.1(a), and to sue for any infringement occurring before or after the Effective Date as well as all statutory, contractual and other claims, demands, and causes of action for royalties, fees, or other income from, or infringement, misappropriation or violation of, any of the foregoing, and all of the proceeds from the foregoing that are accrued and unpaid as of, and/or accruing after, the Effective Date; and

(c) the exclusive right to apply for and obtain statutory rights and registrations with respect to any Intellectual Property referenced in Section 2.1(a), including without limitation any Intellectual Property conceived, developed or reduced to practice prior to the Effective Date solely by individuals who were Assignor employees.

2.2 Assigned Intellectual Property Execution and Delivery. Assignor agrees to execute and deliver all papers, instruments and assignments and to perform any other reasonable acts the Assignee may require in order to vest all right, title and interest in and to the Intellectual Property and any related rights to Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

WHEREFORE, the parties have executed this Assignment as of the date first set forth above.

Assignor

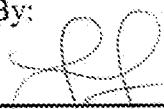
Assignee

Holdfast Inc.
A Maryland corporation

Painful Pleasures, Inc.
A Maryland corporation

By:

By:


Name: David Gagnier
Title: owner


Name: Melissa Gagnier, Sals
Title: COO

EXHIBIT A

Registered Trademarks

Mark	Jurisdiction	App. No.	Filed	Reg. No.	Reg. Date	Goods/Services
QUARTZ	USPTO	86921536	26-Feb-2016	5097251	06-Dec-2016	Int. Cl. 8 tattoo needles; tattoo needle cartridges; tattoo needle cartridge grips
PEAK	USPTO	86921595	26-Feb-2016	5054409	04-Oct-2016	Int. Cl. 8 tattoo needles; tattoo needle cartridges; tattoo needle cartridge grips Int. Cl. 35 online retail store services featuring tattoo equipment and supplies
BLOOD	USPTO	86921601	26-Feb-2016	5054410	04-Oct-2016	Int. Cl. 8 tattoo needles; tattoo needle cartridges; tattoo needle cartridge grips
ONYX	USPTO	86921590	26-Feb-2016	5097252	06-Dec-2016	Int. Cl. 8 tattoo needles; tattoo needle cartridges; tattoo needle cartridge grips
HOLDFAST	USPTO	86559409	10-Mar-2015	4831789	13-Oct-2015	Int. Cl. 2 tattoo ink
HOLDFAST	Europe	14518997	02-Sep-2015	14518997	13-May-2016	02 tattoo ink.

Unregistered Trademarks

1. FASTBLACK

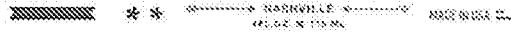
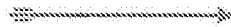
2. **HOLDFAST**



3.

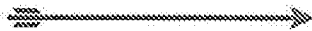


4.



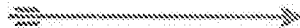
5.

HOLDFAST



6.

HOLDFAST



7.

HOLDFAST.INK

8.

HOLDFAST.INK

9.

HOLDFAST.ink

10.

HOLDFAST.ink

11.

12. **HOLDFAST.Ink**

13. **HOLDFAST.Ink**

