

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516533

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Modify Industries, Inc.		01/24/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INKUP, LLC		
<b>Street Address:</b>	2910 District Avenue		
<b>City:</b>	Fairfax		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22031		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4049256	MODIFY	
<b>Registration Number:</b>	4863059	SHOW YOUR COLORS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027995000		
<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>			
<b>Phone:</b>	2027994000		
<b>Email:</b>	gregory.esau@dlapiper.com		
<b>Correspondent Name:</b>	Gregory Esau		
<b>Address Line 1:</b>	500 Eighth Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Gregory Esau		
<b>SIGNATURE:</b>	/Gregory Esau/		
<b>DATE SIGNED:</b>	03/29/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the “*Assignment*”), dated as of January 24, 2019, is entered into between **MODIFY INDUSTRIES, INC.**, a Delaware corporation, Aaron Schwartz, in his capacity as the Principal Stakeholder (each, an “*Assignor*” as applicable), and **INKUP, LLC**, a Delaware limited liability company (“*Assignee*”). Capitalized terms used herein without definition shall have the meanings given to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement, dated as of the date hereof (the “*Asset Purchase Agreement*”), pursuant to which, among other things, Assignor is agreeing to sell, and Assignee is agreeing to purchase, certain assets of Assignor related to the Assignor’s intellectual property;

WHEREAS, it is a condition to the Closing of the Asset Purchase Agreement that Assignor enters into this Assignment to transfer to Assignee certain intellectual property related solely to the Assignor’s business (the “*Assigned IP*”); and

WHEREAS, Assignee desires to purchase or acquire all Assignor’s right, title and interest in and to the Assigned IP.

NOW, THEREFORE, in consideration of, among other things, the payment by Assignee of the Purchase Price and in further consideration of the mutual covenants and agreements contained in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

**1. Assignment of Trademarks.** Effective as of the date hereof, Assignor transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the following (collectively, the “*Assigned Trademarks*”): (i) the trademarks and related registrations and applications set forth in Schedule I hereto; and (ii) the goodwill of the business connected with the use thereof and symbolized thereby. Assignor further grants, conveys and assigns to Assignee all its right, title and interest in and to any and all proceeds, causes of action and rights of recovery for past and future infringement of any of the Assigned Trademarks.

**2. Relationship with the Asset Purchase Agreement.** This Assignment is intended to evidence the consummation of certain of the transactions contemplated by the Asset Purchase Agreement. This Assignment is made without representation or warranty except as provided in and by the Asset Purchase Agreement. This Assignment is in all respects subject to the provisions of the Asset Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Asset Purchase Agreement, except that the Schedules attached to this Assignment shall take precedence over the schedules to the Asset Purchase Agreement for purposes of this Assignment.

**3. Further Assurances.** Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to the end of finalizing endorsements contemplated by this Assignment in favor of Assignee even, where necessary, by appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose.

**4. Successors.** This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

**5. Governing Law.** This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues; and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.

**[Signatures on Following Pages]**

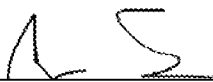
IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed effective as of the date first written above.

**MODIFY INDUSTRIES, INC.**

By: 

Name: Aaron Schwartz

Title: Chief Executive Officer



**Aaron Schwartz, Principal Stakeholder**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed effective as of the date first written above.

**INKUP, LLC**

BY: CUSTOMINK, LLC, ITS SOLE MANAGING MEMBER

By:  \_\_\_\_\_

Name: Kevin Cheetham

Title: Chief Financial Officer

Schedule I

Trademarks

Registration Number

Date

MODIFY

4,049,256

November 1, 2011

SHOW YOUR COLORS

4,863,059

April 25, 2015