

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516944

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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 |
| Eternal Republic Tattoo Company, Inc. | FORMERLY d/b/a Republic Tattoo Supply | 03/25/2019 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Kingpin Tattoo Supply, LLC | | |
| Street Address: | 168 East Freedom Avenue | | |
| City: | Anaheim | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92801 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4939653 | REPUBLIC TATTOO SUPPLY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6124927077 | | |
| <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: | 6124927707 | | |
| Email: | enewby@fredlaw.com | | |
| Correspondent Name: | Emma Newby, Paralegal | | |
| Address Line 1: | Fredrikson & Byron, P.A. | | |
| Address Line 2: | 200 South Sixth Street | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| NAME OF SUBMITTER: | Emma Newby | | |
| SIGNATURE: | /Emma Newby/ | | |
| DATE SIGNED: | 04/02/2019 | | |
| Total Attachments: 6 | | | |
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| source=Nexus - Eternal Republic -- IP Assignment#page2.tif | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

March 25, 2019

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”) is dated as of the date hereof by and among Kingpin Tattoo Supply, LLC, a Delaware limited liability company (“Purchaser”), and Eternal Republic Tattoo Company, Inc. (d/b/a Republic Tattoo Supply), a Texas corporation (“Seller”). Purchaser, Seller and the Equity Holder are parties to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of the date hereof. All capitalized terms not otherwise defined in this IP Assignment will have their respective meanings set forth in the Purchase Agreement.

RECITALS:

WHEREAS, pursuant to the Purchase Agreement, Seller desires to effectuate the sale, assignment, conveyance, transfer, and delivery to Purchaser of all of Seller’s Intellectual Property, including, without limitation, the Intellectual Property listed on Exhibit A attached hereto (the “IP Rights”), and Purchaser desires to accept such transfer and assignment of the IP Rights, subject to the terms and conditions set forth in the Purchase Agreement and in this IP Assignment.

AGREEMENTS:

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Seller hereby irrevocably sells, conveys, assigns, transfers, and delivers to Purchaser and its successors and assigns forever, without any restrictions, limitations, or reservations, all of such Seller’s right, title, and interest in and to the IP Rights, as fully and entirely as the same would have been held and enjoyed by such Seller had this IP Assignment not been made, including (a) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, (b) all associated goodwill, (c) all income, royalties, or payments now or hereafter due or payable with respect thereto, and (d) any and all rights corresponding thereto throughout the world, including rights, interests, claims, and demands recoverable in law or equity that such Seller has or may have in profits and damages for past, present and future infringements of the IP Rights, including the right to compromise, sue for, and collect such profits and damages, and Purchaser does hereby accept assignment of the IP Rights from Seller.

2. Domain Name and Social Networking Transfers. The parties acknowledge that in order to effect the assignment and transfer of registration of any domain names and social networking identifiers listed on Exhibit A, the parties must follow certain procedures stipulated by the relevant registrar or website operator (the “Transfer Procedures”). If any further documents or agreements are required to be executed by the parties to carry out the Transfer Procedures, such documents or agreements shall form a part of this IP Assignment. The parties agree to cooperate fully with each other and to promptly take all necessary actions in order to comply with the Transfer Procedures so as to effect the transactions contemplated in this IP

Assignment, including Seller directing any domain name registrar to release and unlock any domain names and, upon notice from the registrar that such domain names have been unlocked, immediately requesting that the domain names be transferred to Purchaser. In the event that it is not possible to transfer ownership of certain social networking identifiers, then the parties will work together to accomplish an informal, unofficial transfer, such as Seller providing Purchaser with appropriate user names and passwords. If it is impossible to complete a transfer, formally or informally, of any social networking identifiers, then Seller shall take all reasonable necessary steps as requested by Purchaser to delete the social networking identifier(s) at issue. In the event that Seller is unable to delete any of the social networking identifiers requested by Purchaser, Seller agrees to permanently cease the use of such social networking identifiers, and Seller agrees that they will not, at any time, except upon the express prior written consent of Purchaser, access any social media or other system using such social networking identifiers or otherwise make use of such social networking identifiers.

3. Terms of IP Assignment. Seller and Purchaser hereby agree and acknowledge that this IP Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement and does not create any additional representations or warranties or alter or amend any of the representations or warranties contained in the Purchase Agreement, nor shall this IP Assignment impair or diminish any of the rights or obligations of the parties to the Purchase Agreement, as set forth therein. In the event of any irreconcilable inconsistency between this IP Assignment and the Purchase Agreement, the Purchase Agreement shall control.

4. Recordation. This IP Assignment has been executed and delivered by Seller to Purchaser so that Purchaser may record the assignment herein, as applicable, with the U.S. Patent and Trademark Office and any other similar Government Entities throughout the world. Purchaser shall have the right to record this IP Assignment with any applicable Government Entity so as to perfect its ownership of the IP Rights.

5. Further Assurances. Seller covenants and agrees, at its own expense, to execute and to deliver, at the request of Purchaser, such further instruments of transfer and assignment and to take such other action as Purchaser may reasonably request from time to time to more effectively consummate the transfers and assignments contemplated by this IP Assignment, and to take such other action as Purchaser may reasonably request of such Seller from time to time, to perfect or record the right or title of Purchaser to the IP Rights transferred hereby.

6. Survival. Notwithstanding anything herein to the contrary, the terms and conditions of the Purchase Agreement shall survive the execution and delivery of this IP Assignment.

7. Binding Effect. This IP Assignment shall be binding upon and shall inure to the benefit of Purchaser, Seller, and each of their respective successors and permitted assigns.

8. Governing Law; Forum; Waiver of Jury Trial. This IP Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Any judicial proceeding brought with respect to this IP Assignment must be brought in any court of competent jurisdiction in the State of Delaware, and, by execution and delivery of this IP Assignment, each party (a) accepts, generally and

unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this IP Assignment, and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Each party waives the right to a jury trial with respect to any dispute related to this IP Assignment.

9. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or signed documents delivered by email or other electronic means shall be deemed to be original signed documents for all purposes hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this IP Assignment as of the date and year first written above.

PURCHASER:

KINGPIN TATTOO SUPPLY, LLC

By:  _____

Name: Brian Eifer

Title: Chief Executive Officer

SELLER:

ETERNAL REPUBLIC TATTOO COMPANY, INC.

By: _____

Name: Sean Brown

Title: President

[Signature Page to IP Assignment]

TRADEMARK
REEL: 006608 FRAME: 0984

IN WITNESS WHEREOF, the parties have executed this IP Assignment as of the date and year first written above.

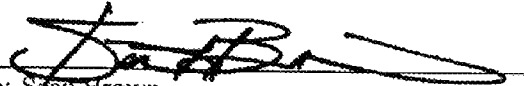
PURCHASER:

KINGPIN TATTOO SUPPLY, LLC

By: _____
Name: Brian Etter
Title: Chief Executive Officer

SELLER:

ETERNAL REPUBLIC TATTOO COMPANY, INC.

By: 
Name: Sean Brown
Title: President

[Signature Page to IP Assignment]

Exhibit A

Intellectual Property

Names: “Republic Tattoo Supply” and “Eternal Republic Tattoo Company”

Domain Name: www.republictattoosupply.com ,

Facebookpage: republictattoosupply

Instagram account: republictattoosupply

Main telephone number 512 994 4465, secondary telephone number 512 383-5466

Fax number 512 580-2883

Trademark – Service Mark for “Republic Tattoo Supply”

Reg. No. 4,939,653

Reg. Date April 19, 2016

Int. CL.: 35