TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM559407

Stylesheet Version v1.2

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 Ink, Inc.		12/23/2019	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	Eternal Ink, LLC
Street Address:	1209 Orange Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type Number		Word Mark		
Registration Number:	4189764	ETERNAL INK BRINGING YOU THE BRIGHTEST C		
Registration Number:	4189760	ETERNAL INK		

CORRESPONDENCE DATA

Fax Number: 6124927077

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.

Phone: 6124927000

Email: plarson@fredlaw.com

Correspondent Name: Patricia A. Larson, Senior Paralegal

Address Line 1: Fredrikson & Byron, P.A.

Address Line 2: 200 S. Sixth Street, Suite 4000 Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Patricia A. Larson
SIGNATURE:	/Patricia A. Larson/
DATE SIGNED:	01/29/2020

Total Attachments: 5

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ANNEX B TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into effective as of December 23, 2019, by and between Eternal Ink, Inc., a Michigan corporation with an address at 7987 Lochlin Dr. Brighton, MI 48116 ("Assignor"), and Eternal Ink, LLC, a Delaware limited liability company with an address at 1209 Orange Street Wilmington, DE 19801 ("Assignee").

Assignor and Assignee are parties to the IP Assignment Agreement dated as of the same date hereof (the "IP Assignment Agreement"), whereby Assignor has agreed to assign the trademarks and trademark registrations set forth on Attachment A, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

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

- 1. <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "<u>Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:
 - a) trademarks and trademark registrations, and all extensions and renewals thereof, set forth on <u>Attachment A</u> hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on <u>Attachment A</u>, if any, the transfer of such applications accompanies, pursuant to the IP Assignment Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on 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, 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.
- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable

request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the assigned Trademarks to Assignee, or any assignee or successor thereto. Assignee agrees and acknowledges that to the best of its knowledge the recordal of this Assignment will not cause confusion amongst the public.

- 3. <u>Assignment</u>. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and permitted assigns.
- 4. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor I	nas duly executed and delivered this Trademark
Assignment as of the date first written above.	
	Assignor:
	ETERNAL INK, INC.
	By: Terry Welkge
	Name: Terry Welker
	Title: President
AGREED TO AND ACCEPTED:	
	Assignee:
	ETERNAL INK, LLC
	D

Name: Brian Etter

Title: Chief Executive Officer

IN WITNESS WHEREOF,	Assignor has	duly executed	d and	delivered	this	Trademark
Assignment as of the date first writ	tten above					

	Assignor:	
	ETERNAL INK, INC.	
	Ву:	
	Name: Terry Welker Title: President	
AGREED TO AND ACCEPTED:		
	Assignee:	
	ETERNAL INK, LLC	

Name Drivin Etter
Title: Chief Executive Officer

ATTACHMENT A TO TRADEMARK ASSIGNMENT

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Country	Owner	Status
	RN: 4189764 SN: 85485878	December 2, 2011	August 14, 2012	U.S.	Eternal Ink, Inc.	Registered
ETERNAL INK	RN: 4189760 SN: 85485630	December 2, 2011	August 14, 2012	U.S.	Eternal Ink, Inc.	Registered
	RN: 1820953 AN: M1838067	July 26, 2016	November 16, 2017	Mexico	Eternal Ink, Inc.	Registered
	RN: 1324838		July 26, 2016	International (Designating: Georgia, Philippines, Japan, Russia, Moldova, Kazakhstan, Belarus, Kyrgyzstan, Mexico, Armenia, Colombia, Turkmenistan, Azerbaijan, Ukraine, Uzbekistan)	Eternal Ink, Inc.	Registered
	AN: 90202/3	January 4, 2017	January 3, 2018	Georgia	Eternal Ink, Inc.	Registered
	RN: 014421945 AN: 014421945	July 29, 2015	March 8, 2016	European Union	Eternal Ink, Inc.	Registered
	RN: 22893401 AN: 22893401	February 22, 2017	October 14, 2018	China	Eternal Ink, Inc.	Registered
	RN: 592007 AN: SD20160056538	July 26, 2016	March 7, 2018	Colombia	Eternal Ink, Inc.	Registered
	AN: 15469630	October 9, 2014	N/A	China	Eternal Ink, Inc.	Abandoned
	RN: 011163458 AN: 011163458	August 17, 2012	March 20, 2013	European Union	Eternal Ink, Inc.	Registered

RECORDED: 01/29/2020