

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798565

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Project M Group LLC		12/05/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Inked Holdings LLC		
Street Address:	15220 N. 75th Street		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85060		
Entity Type:	Limited Liability Company: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3764790	INKED	
Registration Number:	4700268	INKED	
Registration Number:	4649700	INKED	
Registration Number:	4896973	INKED	
Registration Number:	4372365	INKED	
Registration Number:	4602170	INKED	
Registration Number:	4372392	INKED	
Registration Number:	4914327	INKED	
Registration Number:	4875022	INKED	
Registration Number:	5434426	INKED	
Registration Number:	5968095	INKED	
Registration Number:	4729326	INKED GIRLS	
Registration Number:	5124534	INKED GIRLS	
Registration Number:	4355745	INKED GIRLS	
Registration Number:	5977952	INKED GIRLS	
Registration Number:	4706312	INKEDSHOP	
Registration Number:	4725495	INKED	
Registration Number:	4700267	INKED	

CH \$465.00 3764790

CORRESPONDENCE DATA**Fax Number:**

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: 2122952719**Email:** mreiner@hballp.com**Correspondent Name:** Marc S. Reiner**Address Line 1:** 1740 Broadway, 15th Floor**Address Line 2:** Hand Baldachin & Associates LLP**Address Line 4:** New York, NEW YORK 10019

NAME OF SUBMITTER:	Marc S. Reiner
SIGNATURE:	/MARC S REINER/
DATE SIGNED:	03/29/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”), dated as of December 5, 2022, is between Project M Group LLC, a Delaware limited liability company (“**Assignor**”), and Inked Holdings LLC, a South Dakota limited liability company (“**Assignee**”).

WHEREAS, Assignor, Assignee and certain other parties have entered into an Asset Purchase Agreement, dated as of the date hereof (the “**Asset Purchase Agreement**”; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Asset Purchase Agreement);

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment, for recording with the corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, the execution and delivery of this Assignment by Assignor is a condition to the obligations of Assignee to consummate the transactions contemplated by the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in the Asset Purchase Agreement, and hereinafter set forth, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to any and all intellectual property related to the Business of Assignor that is owned by Assignor, including the following (collectively, the “**Assigned IP**”):

a) the trademark registrations and applications set forth on Exhibit A hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

b) the websites and domain name registrations set forth on Exhibit B;

c) the social media handles and accounts set forth on Exhibit C;

d) 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;

e) 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

f) 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, dilution, 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. Recordation and Further Actions. 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, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

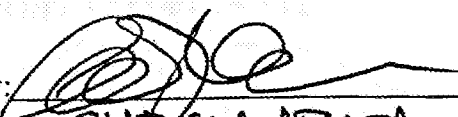
6. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, this Assignment has been executed by the parties hereto as of the date first above written.

ASSIGNOR

PROJECT M GROUP LLC

By: 
Name: EMILY ADZETA
Title: PROJECT M GROUP

ASSIGNEE

INKED HOLDINGS LLC

By: Tdx Investments LLC, its member
By: _____
Name: Darrin Austin
Title: Managing Member

[Intellectual Property Assignment]

IN WITNESS WHEREOF, this Assignment has been executed by the parties hereto as of the date first above written.

ASSIGNOR

PROJECT M GROUP LLC

By: _____
Name:
Title:

ASSIGNEE

INKED HOLDINGS LLC

By: Tdx Investments LLC, its member

By: DocuSigned by:
Darrin Austin

2FF309398BF419
Name: Darrin Austin
Title: Managing Member

[Intellectual Property Assignment]

INKED IP

Exhibit A

Trademark	Country	App. Filing Date	App. #	Reg. Date	Reg. #
INKED & Stylized Design	France	04/05/2013	IR# 1159190	04/05/2013	IR# 1159190
INKED & Stylized Design	Greece	04/05/2013	IR# 1159190	04/05/2013	IR# 1159190
INKED & Stylized Design	United States	11/30/2012	85/792,201	03/10/2015	4,700,267
INKED & Stylized Design	United States	11/30/2012	85/792,221	04/21/2015	4,725,495
INKED & Stylized Design	United States	03/07/2014	86/214,198	12/22/2015	4,875,022
INKED & Stylized Design	United States	01/23/2017	87/310,250	03/27/2018	5,434,426
INKED & Stylized Design	United States	12/01/2012	85/792,348	03/10/2015	4,700,268
INKED & Stylized Design	United States	12/01/2012	85/792,351	12/02/2014	4,649,700
INKED & Stylized Design	United States	12/13/2012	85/802,300	02/09/2016	4,896,973
INKED & Stylized Design	United States	12/13/2012	85/802,383	07/23/2013	4,372,365
INKED & Stylized Design	United States	12/13/2012	85/802,392	09/09/2014	4,602,170
INKED & Stylized Design	United States	12/14/2012	85/803,184	07/23/2013	4,372,392
INKED & Stylized Design	United States	03/07/2014	86/214,176	03/08/2016	4,914,327
INKED (Standard Character Mark)	European Union	07/26/2017	017041112	11/08/2017	017041112

Trademark	Country	App. Filing Date	App. #	Reg. Date	Reg. #
INKED (Standard Character Mark)	United States	12/01/2008	77/624,188	03/23/2010	3,764,790
INKED (Standard Character Mark)	United States	03/28/2018	87/853,823	01/21/2020	5,968,095
INKED GIRLS	United States	07/25/2019	88/536,838	02/04/2020	5,977,952
INKED GIRLS & Stylized Design	United States	11/30/2012	85/792,219	04/28/2015	4,729,326
INKED GIRLS & Stylized Design	United States	12/13/2012	85/802,357	01/17/2017	5,124,534
INKED GIRLS & Stylized Design	United States	12/14/2012	85/803,203	06/18/2013	4,355,745
INKEDSHOP & Stylized Design	United States	10/23/2013	86/099,661	03/24/2015	4,706,312

Exhibit B

FREETATTOOMAG.COM
FREETATTOOMAGAZINE.COM
hotopiks.com
HOTOPIXS.COM
HOTTOPICSHOP.COM
HOTTOPICTEESHIRTS.COM
INKED-APPAREL.COM
inked.community
INKEDADDICT.COM
INKEDALLSTARS.COM
INKEDAWARDS.COM
INKEDCELEBRITIES.COM
inkedcustomprint.com
inkedfluencer.com
inkedfluencers.com
inkedgirls.co
inkedgirls.live
INKEDGIRLSMAG.COM
inkedgirlsnaps.com
INKEDMAG.COM
inkedmag.tv
INKEDMAGONLINE.COM
INKEDMODELSEARCH.COM
inkedpremiumsnaps.com
INKEDSHOP.COM
inkedsnaps.com
INKEDSOCIETY.COM
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inkmags.com
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rebelinkmagazine.com
SHOPINKED.COM
tattooedandnude.com
tattooedfitness.com
TATTOOEDGIRL.COM
TATTOOEDMODELSEARCH.COM
tattoomatchup.com
THEREBELMARKET.COM
THETATTOOPAGE.COM
urbanink.com
urbaninkmag.com
REBEL-MARKET.COM
rebelcircus.com
REBELLCIRCUS.COM
therebelcircus.com

Exhibit C

Facebook

1. <https://www.facebook.com/inkedmag>
2. <https://www.facebook.com/TattooPagebyInked>
3. <https://www.facebook.com/TheRebelPinup>
4. <https://www.facebook.com/MomsGotInk>
5. <https://www.facebook.com/LoveAndCowboys>
6. <https://www.facebook.com/theRockabillypage>
7. <https://www.facebook.com/HighHeelMom>
8. <https://www.facebook.com/steadfastbrand/>
9. <https://www.facebook.com/FredFlare/>
10. <https://www.facebook.com/inkedshopdotcom/>
11. <https://www.facebook.com/therebelcircus/>

TikTok

1. <https://www.tiktok.com/@inkedmagazine?lang=en>

Instagram

1. <https://www.instagram.com/inkedmag/>
2. <https://www.instagram.com/rebelcircus/>
3. <https://www.instagram.com/tattooedgirls/>
4. <https://www.instagram.com/lostpinuppage/>

Twitter

1. <https://twitter.com/Inkedmag>

Youtube

1. <https://www.youtube.com/c/inked>

Snapchat

1. <https://story.snapchat.com/p/6b94d576-0978-4622-8d1e-86ec0bb5d72d/202545616461824>

Pinterest

1. <https://www.pinterest.com/inkedmagazine/>