

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KURO SUMI INC.		04/30/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	KING OF INK, INC.		
Street Address:	460 GREENWAY INDUSTRIAL DRIVE		
City:	FT. MILL		
State/Country:	SOUTH CAROLINA		
Postal Code:	29708		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3724172	KURO SUMI GRAYWASH SHADING INK	
Registration Number:	3610913	KURO SUMI TATTOO OUTLINING INK	
Registration Number:	3610910	KURO SUMI	
CORRESPONDENCE DATA			
Fax Number:	2155686499		
<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>			
Email:	dwolf@vklaw.com		
Correspondent Name:	Michael F. Snyder		
Address Line 1:	30 South 17th Street		
Address Line 2:	Suite 1800		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Michael F. Snyder		
SIGNATURE:	/Michael F. Snyder/		
DATE SIGNED:	04/22/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY TRANSFER AND ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AND ASSIGNMENT AGREEMENT (“Agreement”) is effective as of April 1, 2018 (the “Effective Date”), by and between Kuro Sumi Inc., a corporation of the State of New York, having an address at 460 A Greenway Industrial Drive, Ft. Mill, South Carolina 29708 (“Assignor”), and King of Ink, Inc., a corporation of the State of New York, having an address at 460 A Greenway Industrial Drive, Ft. Mill, South Carolina 29708 (“Assignee”) (Assignor and Assignee each a “Party” and collectively referred to as the “Parties”).

WHEREAS, Assignor owned and/or held certain Intellectual Property (as defined herein) rights as of the Effective Date; and,

WHEREAS, Assignee, effective as of the Effective Date, is acquiring the entire right, title and interest in and to the Intellectual Property (as defined herein), together with the goodwill of the business symbolized thereby and associated therewith.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. DEFINITIONS

a. “Affiliate” shall mean a person, directly or indirectly, under the control of, controlled by or under common control with another person.

b. “Intellectual Property” shall mean, whether listed in attached Appendix A or otherwise (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, patent disclosures and invention disclosures, together with all reissues, continuations, continuations-in-part, divisionals, revisions, extensions, reissues and reexaminations thereof, (b) copyrights and other works (including literary works, pictorial, graphic and sculptural works, architectural works and works of visual art) that are or may be the subject matter of copyright protection, including, but not limited to, designs, images, pictorial works, labels, and websites, (c) advertising concepts, marketing concepts, information, data, formulae, designs, design concepts, models and drawings (including all documentation, related listings, design specifications and flowcharts), (d) computer programs and software (including rights in any third-party software), (e) trade secrets and confidential and proprietary information, (f) know-how, patents and inventions (including all processes, methods of use, developments, designs, improvements, discoveries, machines, manufactures and compositions of matter) that may be the subject matter of patent protection or other protection under applicable Law, (g) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, trade names, logos, designs and any other source or business identifiers, domain names and Internet Universal Resource Locators, together with the goodwill of the business symbolized thereby and associated therewith (collectively, referred to herein as the “Trademarks,” including, but not limited to, those trademark applications and registrations listed in Appendix A), (h) other

licenses, invention disclosures, applications pending and to be filed for any of the foregoing, and confirmations and registrations thereof and (i) all rights to any of the foregoing through licensing or by any other agreement.

c. "Person" shall mean an individual, partnership, corporation, business trust, limited liability company, limited partnership, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a governmental body.

2. ASSIGNMENT OF INTELLECTUAL PROPERTY

a. As of the Effective Date, Assignor hereby confirms the sale, assignment, transfer and setting over to Assignee, and hereby sells, assigns, transfers and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title, and interest of Assignor in and to the Intellectual Property owned and/or held by Assignor as of the Effective Date, including, but not limited to the Trademarks and trademark registrations and applications listed in Appendix A hereto, together with the goodwill of the business symbolized and associated therewith, and all claims, if any, which may have arisen thereunder prior to the Effective Date of this Assignment, including all choses in action relating to the Intellectual Property, claims for past, present and future damages, profits and costs, both in equity and law, for any infringement or infringements of the Intellectual Property accruing on or before the Effective Date of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Agreement to be effective as of the Effective Date.

KURO SUMI, INC.

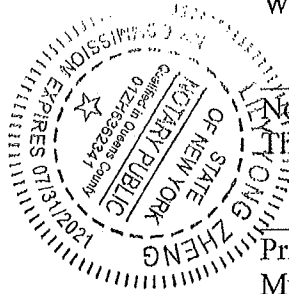
By: [Signature]
Name: Louis J. Rubino Jr.
Title: President

THE COMMONWEALTH/STATE OF New York

County of New York

This instrument was executed before me on this 30th day of April, 2018, by Louis J. Rubino Jr., the President of **Kuro Sumi, Inc.**, a corporation of the State of New York, on behalf of said corporation.

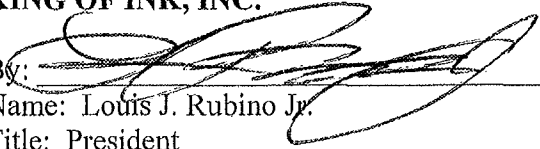
WITNESS my hand and official seal.



[Signature]
Notary Public in and for
The Commonwealth/State of New York
Lily Yong Zheng
Printed or Typed Name of Notary
My Commission Expires 07-31-2021

IN WITNESS WHEREOF, Assignee has caused its duly authorized officer to execute this Assignment effective as of the Effective Date.

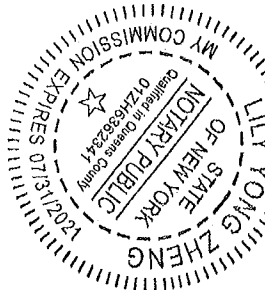
KING OF INK, INC.

By: 
Name: Louis J. Rubino Jr.
Title: President

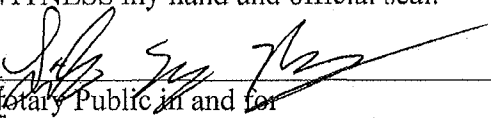
THE COMMONWEALTH/STATE OF New York

County of New York

This instrument was executed before me on this 30th day of April, 2018, by Louis J. Rubino Jr., the President of **King of Ink, Inc.**, a corporation of the State of New York, on behalf of said corporation.



WITNESS my hand and official seal.


Notary Public in and for
The Commonwealth/State of New York

Lily Yong Zheng
Printed or Typed Name of Notary
My Commission Expires 07-31-2021

APPENDIX A

FILE NUMBER	TITLE	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE
KSI2-TM004	KURO SUMI	77249229	Aug 7, 2007	3610910	Apr 28, 2009
KSI2-TM004.1	KURO SUMI and Design				
KSI2-TM004.2	KURO SUMI GRAYWASH SHADING INK & design	77251119	Aug 9, 2007	3724172	Dec 15, 2009
KSI2-TM004.3	KURO SUMI TATTOO OUTLINING INK & design	77251096	Aug 9, 2007	3610913	Apr 28, 2009
KSI2-TM004AR	KURO SUMI	2802219	Feb 7, 2008	2270637	Jan 30, 2009
KSI2-TM004BR	KURO SUMI	829508066	Feb 7, 2008	829508066	Jun 7, 2016
KSI2-TM004CA	KURO SUMI	1382462	Feb 7, 2008	TMA760174	Feb 24, 2010
KSI2-TM004MX	KURO SUMI	912308	Feb 7, 2008	1043631	May 30, 2008
KSI2-TM004NZ	KURO SUMI	783878	Feb 7, 2008	783878	Aug 7, 2007
KSI2-TM004PH.1	KURO SUMI	042011001680	Feb 15, 2011	42011001680	Jul 19, 2012
KSI2-TM004PH.2	KURO SUMI	42014008440	Jul 4, 2014		
KSI2-TM004PH.3	KURO SUMI	042018000328	Jan 5, 2018		
KSI2-TM004TW	KURO SUMI	97006063	Feb 12, 2008	1332328	Oct 16, 2008
KSI2-TM004WO	KURO SUMI		Feb 6, 2008	953071	Feb 6, 2008
KSI2-TM004WO	KURO SUMI		Feb 6, 2008	953071	Feb 6, 2008
KSI2-TM004WO-AU	KURO SUMI	953071	Feb 6, 2008	953071	Feb 6, 2008
KSI2-TM004WO-CN	KURO SUMI	953071	Feb 6, 2008	953071	Feb 6, 2008
KSI2-TM004WO-EU	KURO SUMI	953071	Feb 6, 2008	953071	Feb 6, 2008

FILE NUMBER	TITLE	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE
KSI2-TM004WO-JP	KURO SUMI	953071	Feb 6, 2008	953071	Feb 6, 2008
KSI2-TM004WO-RU	KURO SUMI	953071	Feb 6, 2008	953071	Feb 6, 2008
KSI2-TM004WO-SG	KURO SUMI	953071	Feb 6, 2008	953071	Feb 6, 2008
KSI2-TM004WO-UA	KURO SUMI	953071	Feb 6, 2008	953071	Feb 6, 2008