

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM570458

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FK Irons Inc		01/16/2020	Corporation: FLORIDA
Ink Projects LLC		01/16/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	national banking association: CANADA		
<b>PROPERTY NUMBERS Total: 33</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5933725	VERTIX	
<b>Registration Number:</b>	5932669	ERGOWRAP	
<b>Registration Number:</b>	5858077	HOVER	
<b>Registration Number:</b>	4743023	DARKLAB	
<b>Serial Number:</b>	88215943	BELLAR	
<b>Registration Number:</b>	5200909	XION	
<b>Registration Number:</b>	4997833	HALO	
<b>Registration Number:</b>	4731465	SPEKTRA	
<b>Registration Number:</b>	4375487	FK IRONS	
<b>Registration Number:</b>	4375404	FALLEN KING IRONS	
<b>Serial Number:</b>	88717707	EVENFLO	
<b>Serial Number:</b>	88717739	EVENFLO COLOURS	
<b>Registration Number:</b>	4795454	INKED REPUBLIC	
<b>Registration Number:</b>	3610910	KURO SUMI	
<b>Serial Number:</b>	87278392	LEGENDARY	
<b>Registration Number:</b>	5403529	LOYAL TATTOO INK	
<b>Registration Number:</b>	5456053	PERMA BLEND	
<b>Registration Number:</b>	4777599	REVOL	
<b>TRADEMARK</b>			

OP \$840.00 5933725

Property Type	Number	Word Mark
Registration Number:	4820677	REVOLUTIONARY HIGH PERFORMANCE TATTOO PR
Registration Number:	4499652	TATTOO HALL OF FAME
Registration Number:	5592013	ULTIMATE TATTOO SUPPLY
Registration Number:	4786143	UNITED INK
Registration Number:	4898827	UNITED INK
Registration Number:	4581952	VIRTUAL TATTOO
Registration Number:	5021319	WORLD FAMOUS
Registration Number:	4729789	WORLD FAMOUS
Registration Number:	4980526	WORLD FAMOUS TATTOO INK
Registration Number:	5414724	LOYAL TATTOO INK
Registration Number:	5362379	WORLD FAMOUS TATTOO INK
Registration Number:	5456054	PERMA BLEND FOREVER IN YOUR SKIN
Registration Number:	4733811	VIRTUAL TATTOO
Registration Number:	3610913	KURO SUMI TATTOO OUTLINING INK
Registration Number:	3724172	KURO SUMI GRAYWASH SHADING INK

**CORRESPONDENCE DATA**

**Fax Number:** 3128637867

*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:** 3128637267

**Email:** jaclyn.di.grande@goldbergkohn.com

**Correspondent Name:** Jaclyn Di Grande - Paralegal

**Address Line 1:** Goldberg Kohn Ltd.

**Address Line 2:** 55 E Monroe Street, Suite 3300

**Address Line 4:** Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 3630.229

**NAME OF SUBMITTER:** Jaclyn Di Grande

**SIGNATURE:** /jaclyn di grande/

**DATE SIGNED:** 04/03/2020

**Total Attachments: 10**

- source=11. Painful Pleasures - Trademark Security Agreement#page1.tif
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## GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of January 16, 2020, by and among FK IRONS INC., a Florida corporation ("FK Irons") and INK PROJECTS LLC, a Delaware limited liability company ("Ink Projects"; together with FK Irons each individually a "Grantor" and collectively the "Grantors"), in favor of BMO HARRIS BANK, N.A, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, each Grantor has, adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated February 12, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

WHEREAS, pursuant to the Security Agreement, Collateral does not include any United States intent-to-use trademark applications (including those applications designated "ITU" in Schedule A) to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed

counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

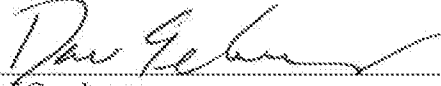
**FK IRONS INC.**

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

Name: David Gershman

Title: Executive Vice President, Secretary and General Counsel

**INK PROJECTS LLC**

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



Name: David Gershman

Title: Executive Vice President, Secretary and General Counsel

**SCHEDULE A TO GRANT OF A SECURITY INTEREST**

**Trademark Registrations and Applications**

**FK IRONS INC.**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Goods/Services</b>	<b>Owner<sup>1</sup></b>
HEALBRITE	88262610 	15-Jan-2019	n/a	n/a	<b>IC 3:</b> Preparations for skin treatment, namely, non-medicated healing-promoting preparations for treating skin before, during, and after either tattooing; permanent makeup applications, or micro pigmentation; nonmedicated tattoo healing-promoting gels, lotions, ointments, salves, balms, tinctures, and creams <b>IC 5:</b> Medicated skin care preparations, namely, healing-promoting medicated preparations for treating skin before, during, and after either tattooing; permanent makeup applications, or micro pigmentation; medicated tattoo healing-promoting gels, lotions, ointments, salves, balms, tinctures, and creams; medicated dressings for skin treatment, namely, bandages, films, barriers, plasters, and wraps for treating skin before, during, and after either tattooing; application of permanent makeup, or micro pigmentation; tattoo healing-promoting liniments, non-medicated.	Darklab Tattoo Supply Company, LLC
LIGHTNINGBOLT	88189219 	10-Nov-2018	n/a	n/a	<b>IC 8:</b> tattoo machines and their accessories, components, and replacement parts, namely, tattoo machine power supplies, battery power units for tattoo machines, permanent and disconnectable battery pack power supplies, wireless battery power supplies; permanent make-up micropigmentation apparatus and their accessories, components, and replacement parts, namely, electrical connectors in the nature of detachable	Darklab Tattoo Supply Company, LLC


<sup>1</sup> Following the Third Amendment Effective Date, the ownership will be updated to reflect FK Irons Inc.

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Goods/Services	Owner <sup>1</sup>
					battery power supplies	
VERTIX	88189223	10-Nov-2018	5933725	10-Dec-2019	<b>Int. Cl. 8</b> tattoo apparatus, machines and instruments in the nature of micro pigmentation machines, tattoo needles and their components and replacement parts, namely, needle cartridges; apparatus for introducing substances into and under skin, for cosmetic purposes, namely, permanent makeup needle cartridges	Darklab Tattoo Supply Company, LLC
ERGOWRAP	87697037	26-Nov-2017	5932669	10-Dec-2019	<b>Int. Cl. 8</b> permanent makeup apparatus, machines, and instruments in the nature of micro pigmentation machines and their components and replacement parts, namely, tattoo machines, durable tattoo machine grips, disposable tattoo machine grips	Darklab Tattoo Supply Company, LLC
HOVER	87687197	16-Nov-2017	5858077	10-Sep-2019	<b>Int. Cl. 9</b> tattoo machine power supplies and their components and replacement parts, namely, tattoo machine power supplies, micropigmentation machine power supplies, permanent makeup machine power supplies, wireless power controllers, and gesture-based power controllers	Darklab Tattoo Supply Company, LLC
DARKLAB	86403780	23-Sep-2014	4743023	26-May-2015	<b>Int. Cl. 9</b> power supplies <b>Int. Cl. 35</b> on-line retail store services featuring tattoo supplies and peripherals, footpedals, footswitches, cords, power supplies, and grips; on-line retail store services featuring tattoo supplies and peripherals, footpedals, footswitches, cords, power supplies, grips, and disposable tools	Darklab Tattoo Supply Company, LLC
BELLAR	88215943	04-Dec-2018			<b>Int. Cl. 8</b> permanent make-up apparatus, machines, and instruments in the nature of micro pigmentation machines, needles, and their components and replacement parts, namely, permanent makeup machines, needle cartridges, power supplies, power cords, footswitches, and accessories; apparatus for introducing substances into and under skin, for cosmetic purposes, namely, permanent makeup machines, needle cartridges, power supplies, power cords, footswitches, and accessories	Microbeau, Inc.
MICROBEAU	87804457	20-Feb-2018			IC 002: Tattoo inks for permanent make-up	Microbeau, Inc.

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Goods/Services	Owner <sup>1</sup>
	88717707	6-Dec-2019	n/a	n/a	IC 2: Tattoo inks for permanent make-up; Inks for cosmetic	FK Irons Inc. <sup>2</sup>
EVENTFLO	88717707	6-Dec-2019	n/a	n/a	IC 2: Tattoo inks for permanent make-up; Inks for cosmetic	FK Irons Inc. <sup>2</sup>
*Irons disclaimed						
FALLEN KING IRONS	85783822	20-Nov-2012	4375404	30-Jul-2013	IC 8: Tattoo machine parts, namely, springs and armature bars; Tattoo machines.	FK Irons Inc.
*Irons disclaimed						
FK IRONS	85786677	26-Nov-2012	4375487	30-Jul-2013	IC 8: Tattoo machine parts, namely, springs and armature bars; Tattoo machines.	FK Irons Inc.
*Irons disclaimed						
SPEKTRA	86403785	23-Sept-2014	4731465	5-May-2015	IC 8: Tattoo machines	FK Irons Inc.
XION	86835975	1-Dec-2015	5200909	9-May-2017	IC 8: Tattoo machines	FK Irons Inc.
HALO	86829585	23-Nov-2015	4997833	12-Jul-2016	IC 8: Tattoo machines	FK Irons Inc.
					IC 009: Components and replacement parts for permanent make-up apparatuses, machines, and instruments, namely, power supplies and power cords; accessories specifically designed for micropigmentation machines, apparatuses, and instruments in the nature of power supplies and power cords	
					IC 008: permanent make-up devices and instruments, namely, PMU machines, micro pigmentation machines, needles, and their components and replacement parts, namely, permanent makeup machines, needle cartridges, machine grips, machine motors, interchangeable parts for adjusting permanent makeup machine operational parameters in the nature of stroke adjustment wheels and counterweights, depth adjustment dials and knobs, give adjustment knobs, springs, and slides; apparatus for introducing substances into and under skin for cosmetic purposes, namely, permanent makeup machines and accessories specifically designed for permanent make-up machines in the nature of needle cartridges, microblades, and microblade cartridges	

<sup>2</sup> Assignment to FK Irons Inc. in progress.




Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Goods/Services	Owner <sup>1</sup>
					tattooing; Tattoo inks.	
	88717739	6-Dec-2019	n/a	n/a	IC 2: Tattoo inks for permanent make-up; Inks for cosmetic tattooing; Tattoo inks.	FK Irons Inc. <sup>3</sup>






**Ink Projects LLC**



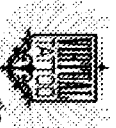
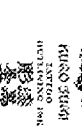

Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner <sup>1</sup>
CARE CAPS	USPTO	88244506	28-Dec-18			King of Ink, Inc.
FIT FOR A QUEEN	USPTO	88385542	15-Apr-19			King of Ink, Inc.
HYPERION	USPTO	88456706	3-Jun-19			King of Ink, Inc.
INKED REPUBLIC	USPTO	85462925	2-Nov-11	4795454	18-Aug-15	King of Ink, Inc.
KURO SUMI	USPTO	77249229	7-Aug-07	3610910	28-Apr-09	King of Ink, Inc.
LEGENDARY	USPTO	87278392	22-Dec-16			King of Ink, Inc.
LOYAL TATTOO INK	USPTO	87976561	24-Jun-16	5403529	13-Feb-18	King of Ink, Inc.
LOYAL TATTOO INK	USPTO	87082874	24-Jun-16			King of Ink, Inc.
PERMA BLEND	USPTO	86361685	8-Aug-14	5456053	1-May-18	King of Ink, Inc.
PERMACARE	USPTO	88244511	28-Dec-18			King of Ink, Inc.
QUEEN PMU	USPTO	88385538	15-Apr-19			King of Ink, Inc.
REVOL	USPTO	85814094	2-Jan-13	4777599	21-Jul-15	King of Ink, Inc.
REVOLUTIONARY HIGH PERFORMANCE TATTOO PRODUCTS	USPTO	86327760	3-Jul-14	4820677	29-Sep-15	King of Ink, Inc.

<sup>3</sup> Assignment to FK Irons Inc. in progress.

<sup>4</sup> Following the Third Amendment Effective Date, the ownership will be updated to reflect Ink Projects LLC.

Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner <sup>1</sup>
SKIN ARMOR	USPTO 	87744694	5-Jan-18			King of Ink, Inc.
SOHO INK	USPTO 	87856799	30-Mar-18			King of Ink, Inc.
STRIKE	USPTO 	88477997	18-Jun-19			King of Ink, Inc.
TATTOO HALL OF FAME	USPTO 	85702938	14-Aug-12	4499652	18-Mar-14	King of Ink, Inc.
U-BLEND	USPTO 	88189993	12-Nov-18			King of Ink, Inc.
ULTIMATE TATTOO SUPPLY	USPTO	87156569	31-Aug-16	5592013	23-Oct-18	King of Ink, Inc.
UNI	USPTO 	88244453	28-Dec-18			King of Ink, Inc.
UNITED INK	USPTO	85626855	16-May-12	4786143	4-Aug-15	King of Ink, Inc.
UNITED INK	USPTO	85535865	7-Feb-12	4898827	9-Feb-16	King of Ink, Inc.
VEKTRA	USPTO 	88644130	7-Oct-19			King of Ink, Inc.
VIRTUAL TATTOO	USPTO	85224803	24-Jan-11	4581952	5-Aug-14	King of Ink, Inc.
VOLKAN	USPTO 	88244486	28-Dec-18			King of Ink, Inc.
WORLD FAMOUS	USPTO	86852467	17-Dec-15	5021319	16-Aug-16	King of Ink, Inc.
WORLD FAMOUS	USPTO	85466110	7-Nov-11	4729789	5-May-15	King of Ink, Inc.
WORLD FAMOUS TATTOO INK	USPTO	85720562	5-Sep-12	4980526	21-Jun-16	King of Ink, Inc.
	USPTO 	88653412	14-Oct-19			King of Ink, Inc.
						
	USPTO 	88478013	18-Jun-19			King of Ink, Inc.

Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner <sup>1</sup>
	USPTO III	88478020	18-Jun-19			King of Ink, Inc.
	USPTO III	88475877	17-Jun-19			King of Ink, Inc.
	USPTO III	88244458	28-Dec-18			King of Ink, Inc.
	USPTO III	88244504	28-Dec-18			King of Ink, Inc.
	USPTO III	88244508	28-Dec-18			King of Ink, Inc.
	USPTO	87976559	24-Jun-16	5414724	27-Feb-18	King of Ink, Inc.
	USPTO III	87082901	24-Jun-16			King of Ink, Inc.

Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner <sup>1</sup>
	USPTO	87019753	29-Apr-16	5362379	26-Dec-17	King of Ink, Inc.
	USPTO	86361747	8-Aug-14	5456054	1-May-18	King of Ink, Inc.
	USPTO	85402199	19-Aug-11	4733811	12-May-15	King of Ink, Inc.
	USPTO	77251096	9-Aug-07	3610913	28-Apr-09	King of Ink, Inc.
	USPTO	77251119	9-Aug-07	3724172	15-Dec-09	King of Ink, Inc.