

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3922124

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KINGPIN TATTOO SUPPLY, INC.	05/31/2016
RECEIVING PARTY DATA	
Name:	KP ACQUISITION, LLC
Street Address:	260 FRANKLIN STREET,
Internal Address:	SUITE 1860
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	14455989
Application Number:	29488968
Application Number:	29511244
Application Number:	29511243
Application Number:	29498979
CORRESPONDENCE DATA	
Fax Number:	(617)824-2020
<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:	617-488-8100
Email:	patent@pierceatwood.com
Correspondent Name:	DANIEL A. LEV
Address Line 1:	PIERCE ATWOOD LLP
Address Line 2:	100 SUMMER STREET, SUITE 2250
Address Line 4:	BOSTON, MASSACHUSETTS 02110
NAME OF SUBMITTER:	DANIEL A. LEV
SIGNATURE:	/DANIEL A. LEV/
DATE SIGNED:	06/16/2016
Total Attachments: 5	

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT is dated as of May 31, 2016 between KINGPIN TATTOO SUPPLY, INC., a Florida corporation (the “**Assignor**”) and KP ACQUISITION, LLC, a Delaware limited liability company (the “**Assignee**”).

WHEREAS, the Assignor owns the entire right, title and interest in and to the patents and patent applications listed on Exhibit A hereto and in and to the inventions disclosed and claimed in such patents (the “**Patents**”);

WHEREAS, the Assignee desires to acquire the Patents; and

WHEREAS, the parties have entered into a certain Asset Purchase Agreement, dated as of May 31, 2016, under which the Assignee purchased certain assets of Assignor, including without limitation the Patents (the “**Asset Purchase Agreement**”);

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

1. Assignor hereby sells, assigns, transfers, and sets over to the Assignee, its successors and assigns, the Assignor’s entire right, title and interest in and to the Patents, any foreign counterparts to any Patent, the right to claim priority to each Patent, and any continuations, continuations-in-part, divisionals, renewals, extensions, and reissues of any Patent or any foreign counterparts thereof (collectively, the “**Assigned Patents**”).

2. Assignor hereby sells, assigns, transfers, and sets over to the Assignee, its successors and assigns, any and all claims and causes of action with respect to any of the Assigned Patents, whether accruing before, on and/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.

3. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States or the personnel of other appropriate bodies to record this Assignment of each Assigned Patent to the Assignee, its successors and assigns, in accordance with the terms of this Assignment.

4. Assignor agrees to execute and notarize any further documents or take any further actions required to effect the intent of Sections 1 and 2 and to perfect Assignee’s or Assignee’s successors’ and assigns’ ownership of the Assigned Patents. Assignee will bear any expenses related to the recordation of the Assigned Patents.

5. 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 Patents. 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.

6. Assignor hereby irrevocably designates and appoints (which designation and appointment is coupled with an interest) Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor.

7. This Assignment will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns.

8. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

9. This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. No amendment, supplement, modification or waiver of this Assignment shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

10. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance is not affected in any manner materially adverse to a party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a reasonably acceptable manner.

11. This Assignment shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Delaware (without reference to its choice of law provisions).

12. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be executed effective as of the date above first written.

ASSIGNOR:

KINGPIN TATTOO SUPPLY, INC.

By: 

Name: David A. Mayer

Title: President

ASSIGNEE:

KP ACQUISITION, LLC

By: _____

Name: Brian E. Kinsman

Title: Co-Chairman

[Signature Page to Patent Assignment]

PATENT
REEL: 038934 FRAME: 0527

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be executed effective as of the date above first written.

ASSIGNOR:

KINGPIN TATTOO SUPPLY, INC.

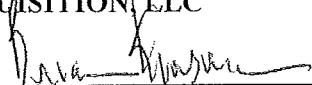
By:

Name: David A. Mayer
Title: President

ASSIGNEE:

KP ACQUISITION LLC

By:



Name: Brian E. Kinsman
Title: Co-Chairman

[Signature Page to Patent Assignment]

Exhibit A

Patents

Registration or Application Number	Publication Number	Registration or Application Date	Title	Jurisdiction
29488968	D744645	12/01/2015	Tattoo Needle Holder	USA
29498979	D745151	12/08/2015	Lever Locking Grip	USA
14455989	US20160038176	08/11/2014	Lever Locking Grip	USA
29511243	D746455	12/29/2015	Tattoo Needle Cartridge	USA
29511244	D745152	12/08/2015	Tattoo Needle Cartridge	USA
158226	158226	03/30/2015	Tattoo Needle Holder	Canada

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