# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7359260

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Execution Date
FK IRONS INC	05/31/2022
INK PROJECTS LLC	05/31/2022

#### **RECEIVING PARTY DATA**

Name:	BMO HARRIS BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	111 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		

## **PROPERTY NUMBERS Total: 14**

Property Type	Number	
Application Number:	17320745	
Application Number:	17354635	
Patent Number:	D910846	
Patent Number:	D934422	
Patent Number:	D936006	
Patent Number:	D939086	
Patent Number:	D939087	
Patent Number:	D939701	
Patent Number:	D939702	
Application Number:	16823900	
Application Number:	17071851	
Application Number:	17159950	
Application Number:	17354041	
Application Number:	17191523	

#### **CORRESPONDENCE DATA**

**Fax Number:** (312)863-7867

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

PATENT

507312337 REEL: 060067 FRAME: 0550

**Email:** jaclyn.di.grande@goldbergkohn.com **Correspondent Name:** JACLYN DI GRANDE - PARALEGAL

Address Line 1:GOLDBERG KOHN LTD.Address Line 2:55 E MONROE ST., STE 3300Address Line 4:CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 3630.229

NAME OF SUBMITTER: JACLYN DI GRANDE

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 06/01/2022

**Total Attachments: 3** 

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> PATENT REEL: 060067 FRAME: 0551

#### **GRANT OF A SECURITY INTEREST -- PATENTS**

This Patent Security Agreement (this "Patent Security Agreement") is made as of May 31, 2022, by and between FK IRONS INC., a Florida corporation ("FK Irons"), 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 holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached <u>Schedule A</u>, which patents are issued or applied for in the United States Patent and Trademark Office (the "<u>Patents</u>");

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 each Grantor in, to and under the Patents 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).

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 Patent 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.

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PATENT REEL: 060067 FRAME: 0552 IN WITNESS WHEREOF, Grantors has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

## INK PROJECTS LLC

By: Bill Butter

Name: Bill Butler

Title: Chief Financial Officer

FK IRONS INC.

By: Bill Butter

Name: Bill Butler

Title: Chief Financial Officer

# SCHEDULE A TO GRANT OF A SECURITY INTEREST

# **Patents and Patent Applications**

PATENT	PATENT / APPLICATION	ISSUE / FILING	OWNER
	NUMBER	DATE	INFORMATION
WIRELESS TATTOO	17320745	5/14/21	Ink Projects LLC
DEVICE	(A DDI ICA EIONINO)	(Filing Date)	
TATTOO DOTTLE	(APPLICATION NO.)	6/00/01	IID : . IIC
TATTOO BOTTLE	17354635	6/22/21	Ink Projects LLC
WITH SECURE LID	(APPLICATION NO.)	(Filing Date)	
TATTOO MACHINE	D910846	2/16/21	FK Irons Inc.
TATTOO NEEDLE	D934422	10/26/21	FK Irons Inc.
CARTRIDGE	D026006	11/1/01	
TATTOO POWER	D936006	11/16/21	FK Irons Inc.
SUPPLY	D020006	10/01/01	
TATTOO MACHINE	D939086	12/21/21	FK Irons Inc.
TATTOO MACHINE	D939087	12/21/21	FK Irons Inc.
TATTOO MACHINE	D939701	12/28/21	FK Irons Inc.
TATTOO MACHINE	D939702	12/28/21	FK Irons Inc.
TATTOO MACHINE	16823900	3/19/20	FK Irons Inc.
RECHARGEABLE	(APPLICATION NO.)	(Filing Date)	
BATTERY UNIT			
WITH VOLTAGE			
CONTROLLER			
DEVICES AND	17071851	10/15/20	FK Irons Inc.
METHODS FOR	(APPLICATION NO.)	(Filing Date)	
CONTROLLING			
NEEDLE			
RECIPROCATION			
PEN STYLE	17159950	1/27/21	FK Irons Inc.
WIRELESS TATTOO	(APPLICATION NO.)	(Filing Date)	
MACHINE, SYSTEM,			
& KITS			
GRIP FOR TATTOO,	17354041	6/22/21	FK Irons Inc.
NEEDLING AND	(APPLICATION NO.)	(Filing Date)	
PERMANENT			
MAKEUP			
MACHINES			
DEVICE FOR	17191523	3/3/21	FK Irons Inc.
OFFSET WIRELESS	(APPLICATION NO.)	(Filing Date)	
TATTOO BATTERY			
PACK AND			
METHODS OF USE			

PATENT REEL: 060067 FRAME: 0554

**RECORDED: 06/01/2022**