

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441252

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Franco Vescovi		08/15/2017	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bishop Tattoo Supply, Inc.		
<b>Street Address:</b>	23892 Remme Ridge		
<b>City:</b>	Lake Forest		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92630		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4766703	IMPACT ROTARY	
<b>Registration Number:</b>	4316351	BISHOP ROTARY	
<b>Registration Number:</b>	4865998	NOCTURNAL TATTOO INK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3032238096		
<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>			
<b>Phone:</b>	(303) 223-1296		
<b>Email:</b>	khigginbotham@bhfs.com		
<b>Correspondent Name:</b>	Kacey L. Higginbotham		
<b>Address Line 1:</b>	410 Seventeenth Street, Suite 2200		
<b>Address Line 4:</b>	Denver, COLORADO 90202		
<b>ATTORNEY DOCKET NUMBER:</b>	019019.0001		
<b>NAME OF SUBMITTER:</b>	Kacey L. Higginbotham		
<b>SIGNATURE:</b>	/kaceylhigginbotham/		
<b>DATE SIGNED:</b>	08/30/2017		
<b>Total Attachments: 3</b>			
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source=BTS - Trademark Assignment Agreement (Franco Vescovi) Executed(ACTIVE)#page3.tif			

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## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment") is effective as of August 15, 2017, by and between Franco Vescovi, an individual residing in California ("Assignor"), and Bishop Tattoo Supply, Inc., a California corporation ("Assignee"). Assignor and Assignee are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

A. Assignor desires to assign, transfer, convey, and deliver to Assignee, and Assignee desires to accept and take from Assignor, the Marks (as defined below).

### AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor does hereby assign to Assignee all of Assignor's worldwide right, title and interest in and to the trademarks, trademark registrations, and trademark applications set forth on Schedule 1 attached hereto (the "Marks"), and the goodwill and common law rights appurtenant thereto, and the portion of the business associated therewith, along with the right to recover for damages and profits for any past, present, and future infringements thereof.

2. Assignor hereby warrants that it has not pledged, mortgaged, assigned, transferred, or otherwise granted any rights or interests in the Marks to any third party. Assignor further hereby warrants it is the sole owner of all right, title, and interest in the Marks.

3. Assignor acknowledges that, subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in and to such Marks and shall take no actions jeopardizing the existence or enforceability of the Marks or Assignee's rights therein. Assignor will not adopt or use or register or seek to register any name or mark anywhere in the world which is identical in word or design to the Marks or so similar thereto as to constitute a colorable imitation thereof or to suggest some association between Assignor and Assignee or sponsorship and/or endorsement of Assignor by Assignee.

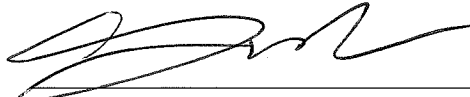
4. Assignor agrees to assist Assignee in every legal way to evidence, record and perfect this Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

5. This Assignment shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.

6. This instrument shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment Agreement as of the date first written above.

  
\_\_\_\_\_  
Franco Vescovi

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

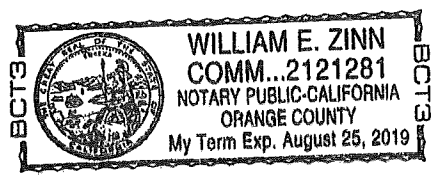
COUNTY OF Orange

)  
)  
)  
William E. Zinn

On August 15, 2017, before me, William E. Zinn, Notary Public, personally appeared Franco Vescovi who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



\_\_\_\_\_  
Signature of Notary Public

**SCHEDULE 1**

**MARKS**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Jurisdiction</b>	<b>Status</b>
impact rotary	4766703	July 7, 2015	United States	Live
Bishop Rotary	4316351	April 9, 2013	United States	Live
NOCTURNAL TATTOO INK	4865998	December 8, 2015	United States	Live