TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BBK TOBACCO & FOODS, INC.		09/10/2010	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	BBK TOBACCO & FOODS, LLP	
Composed Of:	COMPOSED OF BBK TOBACCO & FOODS, LLC GENERAL PARTNER	
Doing Business As:	DBA HBI INTERNATIONAL	
Street Address:	3315 W Buckeye	
City:	PHOENIX	
State/Country:	ARIZONA	
Postal Code:	85009	
Entity Type:	LIMITED LIABILITY PARTNERSHIP: ARIZONA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77154541	ROLL LIKE A ROCKSTAR

CORRESPONDENCE DATA

Fax Number: (602)955-3330

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

 Phone:
 602-955-6688

 Email:
 roz@hbiin.com

Correspondent Name: Rosalind M. Young/HBI International

Address Line 1: 3315 W Buckeye

Address Line 4: Phoenix, ARIZONA 85009

NAME OF SUBMITTER:	Rosalind M. Young
Signature:	/Rosalind M. Young/
Date:	05/23/2011

Total Attachments: 1

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TRADEMARK REEL: 004545 FRAME: 0826

TRADEMARK ASSIGNMENT

This Assignment is made effective as of September 10, 2010, from BBK Tobacco & Foods, Inc. ("ASSIGNOR") to BBK Tobacco and Foods, LLP ("ASSIGNEE"):

WHEREAS, ASSIGNOR is the owner of the trademark ROLL LIKE A ROCK STAR Serial number 77/154541, together with the goodwill of the business symbolized thereby in connection with the goods on which the Mark is used ("the Products").

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver and contribute to ASSIGNEE all of its right, title, and interest in and to the Mark and the Product.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest in the Mark and the Product, together with (1) the goodwill of the business relating to the Product in respect upon which the Mark is used (2) all income, royalties and damages hereafter due or payable to ASSIGNOR with respect to the Mark, including without limitation, payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present and future infringements or misappropriations of the Mark.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right and title in the Mark and the Product.

IN WITNESS WHEREOF, ASSIGNOR, has executed and delivered this Assignment, as of the day and year first above written.

BBK TOBACCO & FOODS, Inc.

/Rosalind M. Young/

RECORDED: 05/23/2011

BBK TOBACCO & FOODS, Inc. By: Rosalind M. Young, Esq. Corporate Counsel

> TRADEMARK REEL: 004545 FRAME: 0827