

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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		
Doing Business As:	DBA HBI International		
Street Address:	3315 W. Buckeye Road		
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:	75805503	ELEMENTS	
CORRESPONDENCE DATA			
Fax Number:	(602)955-3330		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	602-955-6688		
Email:	roz@hbiin.com		
Correspondent Name:	Rosalind M. Young		
Address Line 1:	3315 W. Buckeye Road		
Address Line 4:	Phoenix, ARIZONA 85009		
NAME OF SUBMITTER:	Rosalind M. Young		
Signature:	/Rosalind M. Young/		
Date:	07/19/2011		
Total Attachments: 1 source=Assignment Elements.INC to LLP#page1.tif			

OP \$40.00 75805503

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 ELEMENTS (Serial Number 75805503), 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/

BBK TOBACCO & FOODS, Inc.

By: Rosalind M. Young, Esq.

Corporate Counsel