

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	BBK Tobacco & Foods, LLP		09/10/2010
	George Kessel International, Inc.		09/10/2010
			LIMITED LIABILITY PARTNERSHIP: ARIZONA
			CORPORATION: ARIZONA
<b>RECEIVING PARTY DATA</b>			
Name:	BBK Tobacco & Foods, LLP		
Composed Of:	COMPOSED OF BBK Tobacco & Foods,LLC General Partner Arizona Company		
Doing Business As:	DBA HBI International		
Street Address:	3315 W. Buckeye Road		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85007		
Entity Type:	LIMITED LIABILITY PARTNERSHIP: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Registration Number:	2758898	PROSCALE
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(602)955-3330		
Phone:	6029556688		
Email:	roz@hbiin.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Rosalind M. Young		
Address Line 1:	3315 W. Buckeye Road		
Address Line 4:	Phoenix, ARIZONA 85007		
NAME OF SUBMITTER:	Rosalind M. Young		
Signature:	/Rosalind M. Young/		
Date:	10/27/2011		
Total Attachments: 1 source=Assignment.PROSCALE#page1.tif			

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**TRADEMARK**

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## TRADEMARK ASSIGNMENT

This Assignment is made effective as of September 10, 2010, from George Kessel International, Inc. (“ASSIGNOR”) to BBK Tobacco and Foods, LLP (“ASSIGNEE”):

WHEREAS, ASSIGNOR is the owner of the trademark PROSCALE registration number 2, 758, 898 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.

George Kessel International, Inc.

/Rosalind M. Young/

By: Rosalind M. Young, Esq.  
Corporate Counsel