900233859 09/19/2012

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 TOBACCCO & FOODS, INC.		09/10/2010	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	BBK TOBACCO & FOODS, LLP	
Doing Business As:	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
Registration Number:	3293529	TORPEDOES

CORRESPONDENCE DATA

Fax Number: 8005682553

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Email: ROZ@HBIIN.COM

Correspondent Name: ROSALIND YOUNG

Address Line 1: 3315 W BUCKEYE ROAD

Address Line 4: PHOENIX, ARIZONA 85009

NAME OF SUBMITTER:	Rosalind Young
Signature:	/Rosalind Young/
Date:	09/19/2012

Total Attachments: 1

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OP \$40.00

TRADEMARK REEL: 004863 FRAME: 0761

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 TORPEDOES Registration Number 3, 293, 529, 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.

Rosalind Young

/Rosalind Young/

By: Rosalind Young Corporate Counsel BBK Tobacco & Foods, Inc.

> TRADEMARK REEL: 004863 FRAME: 0762

RECORDED: 09/19/2012