

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
Brazil Cigar & Tobacco, LLC		06/28/2011	LIMITED LIABILITY COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	Menedez Amerino & Cia. Ltda.		
Street Address:	Rua de Corredor D, 714		
City:	Sao Goncalo dos Campos-BA		
State/Country:	BRAZIL		
Entity Type:	CORPORATION: BRAZIL		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77415839	DONA FLOR ALONSO MENENDEZ SERIES	
Serial Number:	77394469	ALONSO MENENDEZ	
Serial Number:	76687313	DONA FLOR SELECAO	
Serial Number:	76651967	DONA FLOR	
Serial Number:	76651966	ALONSO MENENDEZ	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	aallen@lawabel.com, jbseyler@lawabel.com		
Correspondent Name:	Julie B. Seyler		
Address Line 1:	666 Third Avenue, 10th Floor		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	8004651		
DOMESTIC REPRESENTATIVE			

CH \$140.00 77415839

Name: Julie B. Seyler
Address Line 1: 666 Third Avenue
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Aimee M. Allen
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Signature:	/aimeemallen/
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Date:	02/07/2013
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Total Attachments: 6




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**ASSIGNMENT OF ALL OWNERSHIP, INTEREST, GOODWILL
AND RIGHTS IN TRADEMARKS, SERVICE MARKS, AND
PENDING APPLICATIONS FOR REGISTRATIONS**

This **ASSIGNMENT OF ALL OWNERSHIP, INTEREST, GOODWILL AND RIGHTS IN TRADEMARKS, SERVICE MARKS AND PENDING APPLICATIONS FOR REGISTRATIONS** (the "Assignment") is entered into and effective as of this the 28th day of June, 2011 (the "Effective Date"), by and between Brazil Cigars & Tobacco, LLC, a Delaware limited liability company having its legal domicile at 3511 Silverside Road, Suite 105, Wilmington, Delaware 19810, (also sometimes referred to as "Brazilian Cigar & Tobacco, LLC") qualified to do business in Florida and having its principal place of business in Florida at 4364 SW 74 Avenue, Miami, Florida 33155 ("BC&T"), S. Douglas Sheldon, as a Member of BC&T and individually, whose address is c/o BC&T at the above address ("SD Sheldon") and Dana C. Sheldon, as a Managing Member of BC&T and individually, whose address is whose address is c/o BC&T at the above address ("DC Sheldon"), each of BC&T, SD Sheldon and DC Sheldon constituting an "Assignor" and collectively as the "Assignors"; and Menendez Amerino & CIA LTDA, a company existing under the laws of the Federal Republic of Brazil, with its legal domicile at Rua de Corredor D, 714, São Gonçalo dos Campos-BA, Brazil ("Assignee").

WHEREAS, Assignors have adopted, used, and/or are using, and desire to transfer, all of THEIR respective, joint and several, right, title and interest in, to and under the trademarks, service marks and pending applications for registration thereof and registrations therefore, as identified in Schedule "A" attached hereto (each a "Mark" and collectively the "Marks") and any Internet websites utilizing the foregoing Marks in their URL, metadata, domain name, or address identifiers ("Mark Websites"); and

ASSIGNMENT

  
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WHEREAS, Assignee is desirous of acquiring all right, title and interest in, to and under the Mark Websites, the Marks and the goodwill associated therewith, using the Marks and obtaining assignment of the Marks, the applications and registrations.

WHEREAS, Assignors desire to convey, transfer, assign, deliver to Assignee all of THEIR respective, joint and several, right, title, and interest in, to and under the Mark Websites, the Marks, the applications and registrations.

NOW, THEREFORE, in consideration of and in exchange for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignors, as of the Effective Date, each Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers unto Assignee, its successors and assigns, all of EACH ASSIGNOR'S RESPECTIVE right, title and interest in and to the Mark Websites, the Marks, the applications and registrations, including, but not limited to, all common law rights in, to and under the Mark Websites and the Marks and any and all other rights in, to and under them, together with (1) the goodwill of the business symbolized by the Marks or in connection with which each of the Marks is so used, (2) all income, royalties, and damages hereafter due or payable to any one or more of the Assignors with respect to each of the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of any of the marks or Mark Websites and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

AND FURTHER, each Assignor hereby: (1) covenants that they will cooperate fully and support Assignee in its efforts to secure and vest full right, title, and interest in the Mark Websites and the Marks in Assignee by executing all reasonably necessary documents, papers, forms and authorizations; and (2) REPRESENTS, WARRANTS AND COVENANTS TO

ASSIGNMENT

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ASSIGNEE, ITS SUCCESSORS AND ASSIGNS, THAT IT HAS FULL POWER AND RIGHT TO CONVEY ALL RIGHTS ASSIGNED HEREBY to Assignee pursuant to that certain settlement, effective as of June 28, 2011, between the parties to this Assignment and any court order related thereto, and each agrees, jointly and severally with Assignee, that they have not and will not execute any writing or do any act conflicting with these presents.

This Assignment shall be binding upon the successors and assigns of each Assignor and the Assignee, as the case may be, and shall inure to the benefit of the Parties and their successors and assigns.

IN WITNESS WHEREOF, BC&T, by and through its undersigned duly authorized representative, and SD Sheldon, as a Member and individually, and Dana Sheldon as a Managing Member and individually, have caused this Assignment to be executed as of the Effective Date above set forth.

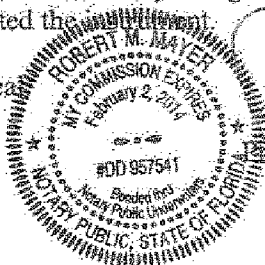
ASSIGNOR: BRAZIL CIGARS & TOBACCO LLC
a Delaware limited liability company
By: Dana Sheldon
Its: Managing Member

ACKNOWLEDGEMENT

State Of Florida)
County of Miami-Dade)

On this 28 day of July, 2011, before me, the undersigned Notary Public in and for said County and State, personally appeared Dana Sheldon, personally known to me ~~or who produced~~ as identification which proved to me on the basis of satisfactory evidence that ~~he~~ is the Managing Member of BRAZIL CIGARS & TOBACCO LLC, 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 he, or the entity designated in this Assignment as Assignor upon behalf of which he acted, executed the ~~assignment~~.

Witness my hand and official seal
Notary Public
My Commission Expires:



Robert M. Mayer
Printed or stamped name of Notary Public

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OCS

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ASSIGNOR:

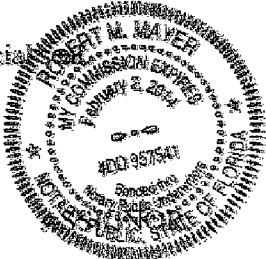
Dana C. Sheldon
Dana C. Sheldon, as Managing Member
of BC&T and individually

ACKNOWLEDGEMENT

State of Florida)
County of Miami Dade)

On this 17th day of January, 2011, before me, the undersigned Notary Public in and for said County and State, personally appeared Dana C. Sheldon, personally known to me or who produced _____ as identification which proved to me on the basis of satisfactory evidence that he is the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same on his own behalf individually and that by his signature on the instrument he executed the instrument.

Witness my hand and official seal
Notary Public
My Commission Expires:



Robert M. Mayer
Printed or stamped name of Notary Public

S. Douglas Sheldon
S. Douglas Sheldon, as a Member
of BC&T and individually

ACKNOWLEDGEMENT

State Of Bangkok)
County of Thailand)

On this 20th day of January, 2012, before me, the undersigned Notary Public in and for said County and State, personally appeared S. Douglas Sheldon, personally known to me or who produced USA. Passport No. 096202550 as identification which proved to me on the basis of satisfactory evidence that he is the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as well as on his own behalf individually and that by his signature on the instrument he executed the instrument.

Witness my hand and official seal.
Notary Public
My Commission Expires:

Chatiporn Baramee

Printed or stamped name of Notary Public
(Mr. Chatiporn Baramee)



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DCS



Reg.No./ทะเบียนเลขที่ 2759 / 2549
Commission Expires / ทะเบียนหมดอายุ
Date / วันที่ November 19, 2012

SCHEDULE "A" *JK*

The Domain Names

www.donaflorcigars.com and www.donaflorcigar.com

The Marks

Mark	Application Ser. No./Reg. No.	Class
1. ALONSO MENENDEZ SERIES	77/415,852	34
2. DONA FLOR ALONSO MENENDEZ SERIES	77/415,839	34
3. SELEÇÃO, as used with any of the other marks set forth herein, or arising as a consequence of use under the Distribution Agreement		
4. DONA FLOR SELEÇÃO	77/400,723	34
5. ALONSO MENENDEZ	77/394,469	34
6. DONA FLOR SELECAO	76/687,313	34
7. DONA FLOR		
		
(words plus design)	76/651,967	34
8. ALONSO MENENDEZ		
		
(words plus design)	76/651,966	34

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JK
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9. DONA FLOR

77/387,251

34

10. AQUARIUS

77/391,051

34

11. ST. JAMES

77/390,063

34



12. MACBETH

76/651,974

34

13. AQUARIUS CIGARS SEC XXI

76/651,965

34



14. CIGARRILHAS G GABRIELA

76/651,963

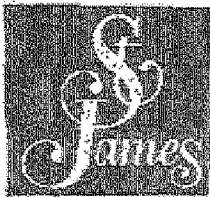
34



15. ST. JAMES

76/651,961

34



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Handwritten signature
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Handwritten initials