

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/01/2010		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Palmetto Brands, LLC		02/01/2013
			LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	CB Holdings, LLC		
Street Address:	Post Office Box 279		
City:	South Boston		
State/Country:	VIRGINIA		
Postal Code:	24592		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3254936	PALMETTO
CORRESPONDENCE DATA			
Fax Number:	8046985140		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(804) 697-1272		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Nancyellen Keane		
Address Line 1:	600 Peachtree Street, N.E.		
Address Line 2:	Bank of America Plaza, Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	237413.000001		
NAME OF SUBMITTER:	Nancyellen Keane		

OP \$40.00 3254936

Signature:	/Nancyellen Keane/
Date:	04/09/2013
Total Attachments: 2 source=PALMETTO Trademark Assignment Agreement#page1.tif source=PALMETTO Trademark Assignment Agreement#page2.tif	

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK, is entered into by and between Palmetto Brands, LLC, a Virginia limited liability company, ("Assignor"), and CB Holdings, LLC, a Virginia limited liability company ("Assignee").

WHEREAS, Virginia Brands, LLC, an affiliate entity to Assignor, sold to Assignee, on or about January 1, 2010, all of its tobacco manufacturing business assets, including its intellectual property ("Asset Sale"); and

WHEREAS, the trademark which is subject of this assignment pertains to a tobacco product brand which was manufactured by Virginia Brands, LLC prior to such Asset Sale and was intended to transfer with such sale; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire and assume from Assignor, *nunc pro tunc*, retroactive to the date of the Asset Sale, all of Assignor's right, title and interest in and to the Registered trademark set forth on Exhibit A attached hereto and incorporated herein by reference, together with the goodwill of the business symbolized by the trademark (the "Mark").

NOW THEREFORE, for and in consideration of the Asset Sale, and the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby conveys, sells, transfers, assigns and delivers to Assignee, its successors and assigns, all the right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark.
2. Assignee shall have all right to extend, renew, maintain, defend and enforce the Mark in its own name in the United States and any foreign country, and Assignor hereby agrees, at Assignee's sole cost and expense, to execute any documents and perform any acts to enable and assist Assignee to register this Assignment, extend, renew, maintain, defend and enforce the Mark and to confirm or record this Assignment in the United States and any foreign country.
3. Assignor hereby assigns to Assignee, its successors and assigns all causes of action and claims of infringement of the Mark under the trademark laws of the United States, foreign countries and international trademark conventions and treaties that have accrued to Assignor as of the date hereof.
4. Assignor agrees that this Assignment shall have effect as of the date of the Asset Sale, *nunc pro tunc*.
5. Assignor hereby agrees that this Assignment shall be binding upon its successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademark to be executed as of the date first appearing above.

PALMETTO BRANDS, LLC

By Marvin H. Ligon, Jr.
Marvin H. Ligon, Jr., Member

Commonwealth of Virginia)
)
County of)

The foregoing instrument was acknowledged before me by MARVIN H. LIGON, JR., Member, on February 1, 2013.

Anna M. Tetterton
Notary Public
ANNA M. TETTERTON
COMMONWEALTH OF VIRGINIA
NOTARY PUBLIC

My commission expires 3/31/2015 701331