

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Max Rohr, Inc.		05/01/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Sutliff Tobacco Company, LLC
<b>Street Address:</b>	600 Perdue Avenue
<b>City:</b>	Richmond
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	23224
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: VIRGINIA

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	1235549	AMARETTO
Registration Number:	2169598	ASCOT
Registration Number:	2232857	BENJAMIN HARTWELL PRIVATE RESERVE
Registration Number:	1563671	CHINA BLACK
Registration Number:	1189522	DEMARK'S
Registration Number:	1034995	MIXTURE NO. 79
Registration Number:	0510678	MIXTURE NO. 79 EST 1849
Registration Number:	1209960	PIPE-MATE
Registration Number:	1970250	PRIDE OF THE USA
Registration Number:	0812867	RIES' THREE STAR MIXTURE
Registration Number:	1665572	SUPER VALUE
Registration Number:	1172530	SUTLIFF PRIVATE STOCK
Registration Number:	1546662	THREE STAR BANNER-LITE
Registration Number:	1544784	THREE STAR ROYALE

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Registration Number:	2006488	TOBACCO GALLERIA
Registration Number:	1411593	TOP VALUE
Registration Number:	1946971	TOP VALUE ALWAYS THE BEST
Registration Number:	1500727	VAN SAUN
Registration Number:	0323635	VINTAGE
Registration Number:	1786960	WONDER BLEND

**CORRESPONDENCE DATA**

Fax Number: 8046982007  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 804-775-1071  
Email: rvance@mcguirewoods.com  
Correspondent Name: Robin C. Vance  
Address Line 1: 901 E. Cary Street  
Address Line 4: Richmond, VIRGINIA 23219

ATTORNEY DOCKET NUMBER:	2063725-0001
NAME OF SUBMITTER:	Robin Cooke Vance
Signature:	/Robin C. Vance/
Date:	05/03/2013

**Total Attachments: 4**  
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## TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”), dated as of May 1, 2013, is made by Max Rohr, Inc., a Delaware corporation (“Max Rohr”), to Sutliff Tobacco Company, LLC, a Virginia limited liability company (“Sutliff”), and is delivered in connection with the transactions contemplated by that certain Asset Purchase Agreement Between Sutliff and Altadis U.S.A. Inc. (“Altadis”) and dated as of March 8, 2013 (the “Purchase Agreement”). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

1. Assignment. Effective as of the Closing Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (a) Max Rohr hereby sells, conveys, transfers, assigns and delivers to Sutliff and its successors and assigns all of Max Rohr’s right, title and interest in and to the trademark rights listed on Schedule 1 attached hereto (the “Trademarks”), together with the goodwill that Max Rohr has developed in the Trademarks, to be held and enjoyed by Sutliff for its own use and benefit and for the use and benefit of its subsidiaries, Affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Max Rohr had this Assignment not been made, and (b) Sutliff hereby acknowledges and accepts the sale, conveyance, transfer, assignment and delivery of the Trademarks and the associated goodwill. The rights assigned hereunder specifically include the right to sue for any and all past infringements of the Trademarks and to receive any and all damages awarded as a result of such claim. The parties agree that Sutliff has the right to file this Assignment with the U.S. Patent and Trademark Office and any non-U.S. equivalent agencies.
2. Max Rohr Covenant. Max Rohr shall not, at any time, contest the validity or enforceability of the Trademarks or take any action inconsistent with this Assignment or the Purchase Agreement that would impair the value of the Trademarks.
3. Further Assurances. Max Rohr agrees to give Sutliff or any person designated by Sutliff all assistance reasonably required to perfect the rights hereinabove defined, at Sutliff’s sole expense, including the execution of documents and assistance or cooperation in legal proceedings.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.
5. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by fax or e-mailed PDF signatures shall be binding on each party.
6. Binding Effect. This Assignment is binding upon the parties and their respective heirs, successors, assigns, trustees, and representatives.

IN WITNESS WHEREOF, Max Rohr and Sutliff have executed this Trademark Assignment  
& Assumption Agreement as of the date hereof.

**MAX ROHR, INC.**

By: Rob Wilby  
Name: Rob Wilby  
Title: General Counsel

**SUTLIFF TOBACCO COMPANY, LLC**

By: Mac Baren USA, Inc.  
Its: Manager

By: [Signature]  
Name: Shawn C. Nielsen  
Title: PRESIDENT

*Signature Page to Trademark Assignment and Assumption Agreement*

Schedule 1

Trademarks

TRADENAME / BRAND	STATUS	REG. NO.	REG. DATE	COUNTRY
AMARETTO	Registered	1235549	Apr. 19, 1983	United States
ASCOT	Registered	2169598	June 30, 1998	United States
BENJAMIN HARTWELL PRIVATE RESERVE	Registered	2232857	Mar. 16, 1999	United States
CHINA BLACK	Registered	1563671	Oct. 31, 1989	United States
DEMARK'S	Registered	1189522	Feb. 9, 1982	United States
DEMARK'S VALUE BLEND	Cancelled (Nov. 16, 2002)	1189523	Feb. 9, 1982	United States
FIRESIDE	Cancelled (Jan. 28, 2006)	1891303	Apr. 25, 1995	United States
HEINE'S BLEND MILD AND MELLOW SMOKING TOBACCO	Expired (May 11, 2000)	0249891	Nov. 20, 1928	United States
KRISWILL	Cancelled (May 9, 2008)	1451216	Aug. 4, 1987	United States
MCKENZIES	Cancelled (Feb. 8, 2003)	1685853	May 5, 1992	United States
MIXTURE NO. 79	Active	512808	July 14, 1999	Canada
MIXTURE NO. 79	Registered	1034995	Mar. 2, 1976	United States
MIXTURE NO. 79	Active	P250708	Apr. 12, 2004	Venezuela
MIXTURE NO. 79 EST 1849	Expired	795416	Oct. 19, 1964	Germany
MIXTURE NO. 79 EST 1849	Active	1967B0020	Jan. 6, 1967	Hong Kong
MIXTURE NO. 79 EST 1849	Active	3233271	Dec. 25, 1996	Japan
MIXTURE NO. 79 EST 1849	Expired	12831	Jan. 2, 1964	Puerto Rico
MIXTURE NO. 79 EST 1849	Registered	0510678	June 7, 1949	United States
PETERSON'S	Cancelled (May 11, 2012)	1195349	May 11, 1982	United States
PIPE-MATE	Registered	1209960	Sept. 21, 1982	United States
PRIDE OF THE USA	Registered	1970250	Apr. 23, 1996	United States
RIES THREE STAR MIXTURE	Registered	0812867	Aug. 16, 1966	United States
SUPER VALUE	Active	221633	Dec. 27, 1999	Czech Republic
SUPER VALUE	Registered	1665572	Nov. 19, 1991	United States

TRADENAME / BRAND	STATUS	REG. NO.	REG. DATE	COUNTRY
SUTLIFF PRIVATE STOCK	Registered	1172530	Oct. 6, 1981	United States
THE PINES	Cancelled (Nov. 11, 2001)	1861445	Nov. 1, 1994	United States
THREE STAR BANNER-LITE	Registered	1546662	July 4, 1989	United States
THREE STAR ROYALE	Registered	1544784	June 20, 1989	United States
TOBACCO GALLERIA	Registered	2006488	Oct. 8, 1996	United States
TOP VALUE	Registered	1411593	Sept. 30, 1986	United States
TOP VALUE ALWAYS THE BEST	Registered	1946971	Jan. 9, 1996	United States
VAN SAUN	Registered	1500727	Aug. 16, 1988	United States
VINTAGE	Registered	0323635	Apr. 23, 1935	United States
WONDER BLEND	Active	78617	Aug. 15, 1995	Dominican Republic
WONDER BLEND	Abandoned			Dominican Republic
WONDER BLEND	Active	79001	Aug.15, 1995	Dominican Republic
WONDER BLEND	Expired	2902035	Mar. 31, 1995	Germany
WONDER BLEND	Expired	39405341	Aug. 16, 1995	Germany
WONDER BLEND	Active	88490	Aug. 18, 2003	Honduras
WONDER BLEND	Expired	54033CC	May 21, 2002	Nicaragua
WONDER BLEND	Registered	1786960	Aug. 10, 1993	United States