

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stanwell A/S		01/01/2010	CORPORATION: DENMARK
RECEIVING PARTY DATA			
Name:	SCANDINAVIAN TOBACCO GROUP ASSENS A/S		
Street Address:	TOBAKSVEJ 1		
City:	ASSENS		
State/Country:	DELAWARE		
Postal Code:	5610		
Entity Type:	CORPORATION: DENMARK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2091319	STANWELL	
CORRESPONDENCE DATA			
Fax Number: 2023448300			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone: 2023444000			
Email: trademarkdocket@venable.com,jfsatterthwaite@venable.com,pjwyles@venable.com			
Correspondent Name: Janet F. Satterthwaite			
Address Line 1: VENABLE LLP			
Address Line 2: P.O. BOX 34385			
Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20043-9998			
ATTORNEY DOCKET NUMBER:	39240-349459		
DOMESTIC REPRESENTATIVE			

900255925

TRADEMARK
 REEL: 005032 FRAME: 0832

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Name: JANET F. SATTERTHWAITE
Address Line 1: VENABLE LLP
Address Line 2: P.O. BOX 34385
Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20043-9998

NAME OF SUBMITTER:	Janet F. Satterthwaite
Signature:	/Janet F. Satterthwaite/
Date:	05/22/2013

Total Attachments: 6

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ASSET SALE AND PURCHASE AGREEMENT

between

Starwell A/S
Kimmerslevvej 28
4140 Borup
CVR nr. 12 16 46 88
(hereinafter "Seller")

and

Scandinavian Tobacco Group Assens A/S
Tobaksvej 1
5610 Assens, Denmark
CVR nr. 13 40 54 76
(hereinafter "Purchaser")

WHEREAS

- a) Purchaser and Seller are companies within the Scandinavian Tobacco Group;
- b) The Parties have agreed that a reorganisation of the Parties' activities on the Danish pipe production market would optimize both Parties' businesses;
- c) Seller therefore wishes to transfer its activities regarding the physical manufacture of pipes to Purchaser and
- d) Purchaser wishes to purchase and take over such activities as expressly agreed upon with effect as of 1 January 2010.

NOW THEREFORE the Parties agree as follows:

SCANDINAVIAN TOBACCO GROUP

1. Objects of Purchase

1.1. Seller hereby sells to the Purchaser and the Purchaser hereby purchases the Seller's assets as follows:

- a) ~~the listed assets as identified in Exhibit 1~~
- b) ~~the stock as identified in Exhibit 2 and~~
- c) customer list, contracts and the trademarks as identified in Exhibit 3.

The assets of Seller listed in a) - c) above shall hereinafter be referred to as the Assets.

1.2. The Parties hereto agree that Purchaser purchases from Seller only such Assets as specifically mentioned in Clause 1.1 above.

2. Transfer of Title

2.1. The Parties agree that with effect as of 1 January 2010 (hereinafter referred to as the "Transfer Date") title to all Assets shall pass to Purchaser. The Purchaser is entitled as of the Transfer Date to take possession of the Assets sold hereunder.

3. Delivery, Passing of Risks

3.1. Delivery of all Assets shall be at the Transfer Date.

3.2. The risk of accidental loss and of accidental deterioration as well as possession, all rights, all benefits and charges and the duty to maintain safety shall pass to Purchaser at the Transfer Date.

3.3. Orders

Seller confirms that it has and will complete all orders which have been placed with Seller before or on the date of signing of this Agreement.

4. Lease Agreement

SCANDINAVIAN TOBACCO GROUP

4.1. The Parties have agreed to enter into a separate lease agreement, attached as Exhibit 4, regarding Seller's property at Kimmerslevvej 28, 4140 Borup.

5. Employees

5.1. As of the Transfer Date no employees are employed by Seller.

6. Purchase Price

6.1. The purchase price for the Assets has been agreed to [REDACTED]

6.2. The purchase price shall become due for payment to Seller according to Seller's invoice to a bank account according to Seller's instructions.

7. Seller's payments in the transitional period

Seller has made payments for expenses and issued invoices to Purchaser regarding the transitional period from the Transfer Date until the date of signature. These invoices shall be paid by Purchaser according to the payment terms set out in said invoices.

8. Indemnification

8.1. Seller shall indemnify and hold Purchaser harmless upon first demand from and against any and all liabilities and/or obligations not expressly assumed by Purchaser under this Agreement as well as from and against any and all consequential claims, damages, losses, costs and expenses, including expenses for legal actions, such liabilities and/or obligations including but not limited to any and all liabilities and/or obligations in relation to any current or former employee of Seller.

9. Warranties



SCANDINAVIAN TOBACCO GROUP

- 9.1. Seller warrants and represents to Purchaser that as of the Date of the signing of this Agreement and as of the Transfer Date the following statements are complete and true:
- 9.2. Seller is the sole and exclusive owner and holder of the Assets sold hereunder and is entitled to transfer such Assets. All Assets are free and unencumbered and there are no restrictions on Seller's right of disposal nor any third-parties rights.
- 9.3. All Assets are in good condition and useable in the ordinary course of business.
- 9.4. All Assets sold hereunder are duly and sufficiently insured and all insurance contracts will remain in force at the Sellers account until 30 days after the Transfer Date.
- 9.5. Seller has until the Signing Date conducted its business in the normal course.
- 9.6. Seller holds, and on the Transfer Date will assign to the extent possible to the Purchaser, all permits, licenses and contracts which are necessary for its current use or operation of its business.
- 9.7. There are no material facts or circumstances in relation to this Agreement which have not been fully and fairly disclosed to Purchaser.
- 9.8. Seller undertakes to as soon as possible after Signing of this Agreement use all reasonable endeavours to assist the Purchaser in obtaining any third party approval or consent required for the Purchaser's continued operation of the Company.
10. Confidentiality and Information
- 10.1. The Parties hereto agree that all terms and conditions contained herein shall be confidential and shall not be disclosed to any third party unless otherwise agreed.
11. Governing Law
- 11.1. This Agreement shall be governed by Danish law.



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12. Final Provisions

- 12.1. The Parties hereto may not assign this Agreement or any of their rights hereunder without the prior written consent from the other party, such consent not to be unreasonably withheld. Any assignment without such consent shall be null and void. Notwithstanding this provision, any of the Parties shall be entitled to assign any and all of its rights and obligations under this Agreement to any other member of Scandinavian Tobacco Group A/S.
- 12.2. Should any provision of this Agreement be or become invalid or unenforceable in whole or in part, or should this Agreement be incomplete in any respect, this shall not affect the validity or enforceability of any remaining provision of this agreement. The invalid, unenforceable or incomplete provision shall be substituted by a valid provision which accomplishes as far as legally possible the economic purposes of the invalid, unenforceable or incomplete provision.
- 12.3. Each party shall bear its own costs and expenses with regard to the preparation and execution of this Agreement.

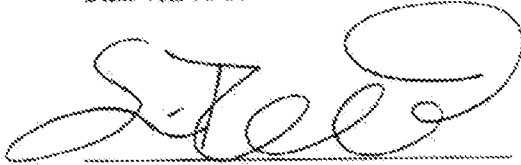
(signature page to follow)

SCANDINAVIAN TOBACCO GROUP

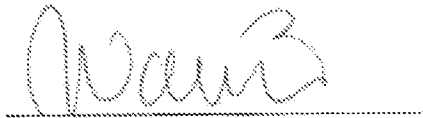
This Agreement is prepared in two copies, one for each party.

Date: 17 2010

Stanwell A/S:



Sisse Fjelsted Rasmussen



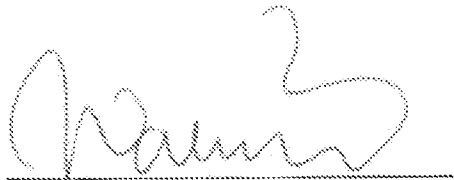
Mette Valentin

Date: 17 2010

Scandinavian Tobacco Group Assens A/S



Anders Colding Friis



Mette Valentin