## 900272594 11/21/2013

### 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
TONY BORHANI TRADEMARK HOLDINGS, INC.		11/06/2013	CORPORATION:

### **RECEIVING PARTY DATA**

Name:	Cigars International, Inc.	
Street Address:	1911 Spillman Drive	
City:	Bethlehem	
State/Country:	PENNSYLVANIA	
Postal Code:	18015	
Entity Type:	CORPORATION: DELAWARE	

# PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2225206	TABACALERA TAMBOR
Registration Number:	2233458	BAHIA GOLD TONY BORHANI HAND MADE COSTAR
Serial Number:	85182548	INSIGNIAS
Registration Number:	3668417	BAHIA BLU TONY BORHANI HAND MADE IN NICA
Registration Number:	3433346	ICON

### **CORRESPONDENCE DATA**

**Fax Number**: 2158325580

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

via US Mail.

Phone: 2155695580

Email: mccooe@blankrome.com

Correspondent Name: Dennis P. McCooe
Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

TRADEMARK

REEL: 005158 FRAME: 0820

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ATTORNEY DOCKET NUMBER:	117393-00101	
NAME OF SUBMITTER:	Dennis McCooe	
Signature:	/dpm/	
Date:	11/21/2013	
Total Attachments: 4 source=CI - borhani trademark purchase agreement#page1.tif source=CI - borhani trademark purchase agreement#page2.tif source=CI - borhani trademark purchase agreement#page3.tif source=CI - borhani trademark purchase agreement#page4.tif		

#### INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment Agreement"), dated as of the 6th day of November 2013, is by and between TONY BORHANI TRADEMARK HOLDINGS, INC., a Florida corporation with an address of 1975 Alton Road, Unit 202, Miami Beach, Florida 33139 (hereinafter "TBTH" or "Assignor") and CIGARS INTERNATIONAL, INC., a Delaware corporation with an address of 1911 Spillman Drive, Bethlehem, PA 18015 (hereinafter "Assignee").

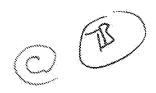
WHEREAS, Assignor and Assignee are parties to a Trademark Purchase Agreement, dated as of the date hereof (the "Trademark Purchase Agreement"), executed in connection with the sale to Assignee of the trademarks more particularly described on <a href="Exhibit A">Exhibit A</a> attached hereto; and

WHEREAS, pursuant to the Trademark Purchase Agreement, Assignor has agreed to transfer and assign its entire right, title and interest in and to intellectual property developed by or on behalf of Assignor, and all intellectual property rights associated therewith, including the trademarks, trade dress, copyrights, and trade secrets as specifically set forth on Exhibit A hereto, which the Assignor acknowledges and agrees is the subject of this Assignment Agreement ("Assigned Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby conveys, grants, bargains, sells, transfers, sets over, assigns, releases and delivers unto Assignee, its successors and assigns forever, all present and future worldwide right, title and interest of Assignors in and to the Assigned Intellectual Property, together with all goodwill associated therewith in all media and formats, along with all causes of action, including those for infringement, known or unknown, that have accrued or will accrue, free and clear of any and all encumbrances, liens, charges, claims, community property interests, conditions, equitable interests, options, pledges, security interests, right of first refusals, or restrictions of any kind, including any restrictions on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership. Without limiting the foregoing, Assignee will have the sole and exclusive right to reproduce, publish, display, distribute, alter, revise, improve, enhance, modify, sell, and otherwise fully exploit the Assigned Intellectual Property, or to refrain therefrom, and to grant such rights to others. Further, Assignee will have the sole right to register such Assigned Intellectual Property or refrain therefrom.

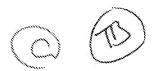
Assignor agrees to execute all documents and assist in all proceedings to perfect, register, or record the rights of the Assignee to the Assigned Intellectual Property as conveyed by this Assignment Agreement as Assignee may reasonably deem appropriate and Assignor further agrees to provide statements or testimony in any proceeding in which said Assigned Intellectual Property may be involved. Assignors hereby constitute and appoint Assignee, and its successors and assigns, the true and lawful attorney in fact of Assignor with full power of substitution in the name and stead of Assignor, but on behalf and for the benefit of Assignee, its successors and assigns, to demand and receive each and all of the Assigned Intellectual Property.



This Assignment Agreement is executed by, and shall be binding upon, Assignor and its successors and assigns for the uses and purposes set forth herein, effective immediately upon its delivery to Assignee.

This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to the conflict of laws or principles thereof.

[Signature Page Follows]



IN WITNESS WHEREOF, the undersigned has executed this Assignment Agreement as of the date first above written.

## ASSIGNOR:

TONY BORHANI TRADEMARK HOLDINGS, INC., a Florida corporation

By: Name:

TONY BORHAN

ASSIGNEE:

CIGARS INTERNATIONAL, INC., a Delaware corporation

By:

Name: Craig Reynolds

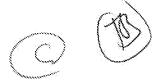
Title: President

# EXHIBIT A [TRADEMARKS]

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# TBTH Marks:

- 1. Tabacalera Tambor Serial No. 75-315,252; Reg. No. 2,225,206
- Bahia Gold Tony Borhani Hand Made in Costa Rica and Design Serial No. 75-318,579;
   Reg. No. 2,233,458
- 3. Insignias Serial No. 85-182,548
- 4. Bahia Blu Tony Borhani Hand Made in Nicaragua and Design
- 5. ICON Reg. No. 3,433,346



TRADEMARK REEL: 005158 FRAME: 0825

**RECORDED: 11/21/2013**