

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
General Cigar Dominicana S.A.		10/31/2013	CORPORATION: DOMINICAN REP
RECEIVING PARTY DATA			
Name:	General Cigar Co. Inc.		
Street Address:	10900 Nuckols Road, Suite 100		
City:	Glen Allen		
State/Country:	VIRGINIA		
Postal Code:	23060		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2607378	HAVANA HONEYS	
Registration Number:	2548553	HAVANA HONEYS	
Registration Number:	3334552	HAVANA HONEYS	
Registration Number:	3334551	HAVANA HONEYS	
CORRESPONDENCE DATA			
Fax Number:	+457220710		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	+457220 7151		
Email:	hanne.malling@st-group.com		
Correspondent Name:	Hanne Malling		
Address Line 1:	Sydmarken 42		
Address Line 4:	Soeborg, DENMARK 2860		
NAME OF SUBMITTER:	Hanne Malling		

OP \$115.00 2607378

Signature:	/Hanne Malling/
Date:	12/03/2013
Total Attachments: 7 source=10 31 2013 Trademark Transfer Agreement - GCD and GCC - Havana Honeys Trademark - EXECUTED#page1.tif source=10 31 2013 Trademark Transfer Agreement - GCD and GCC - Havana Honeys Trademark - EXECUTED#page2.tif source=10 31 2013 Trademark Transfer Agreement - GCD and GCC - Havana Honeys Trademark - EXECUTED#page3.tif source=10 31 2013 Trademark Transfer Agreement - GCD and GCC - Havana Honeys Trademark - EXECUTED#page4.tif source=10 31 2013 Trademark Transfer Agreement - GCD and GCC - Havana Honeys Trademark - EXECUTED#page5.tif source=10 31 2013 Trademark Transfer Agreement - GCD and GCC - Havana Honeys Trademark - EXECUTED#page6.tif source=10 31 2013 Trademark Transfer Agreement - GCD and GCC - Havana Honeys Trademark - EXECUTED#page7.tif	

Trademark Transfer Agreement

between

General Cigar Dominicana S.A.

and

General Cigar Co., Inc.

THIS trademark transfer agreement (hereinafter referred to as this "Agreement") is made by and between:

GENERAL CIGAR DOMINICANA S.A., Zona Franca Industrial, Etapa I, Calle La Paloma, Esq. Villa González, Santiago, Dominican Republic, (hereinafter referred to as "Seller")

and

GENERAL CIGAR CO., INC., 10900 Nuckols Road, Suite 100, Glen Allen, VA 23060, U.S.A. (hereinafter referred to as "Buyer")

(The Seller and the Buyer each referred to as a "Party" and collectively as the "Parties")

WHEREAS

- a) The Seller is the owner of a number of trademarks (registered and un-registered) for tobacco products;
- b) The Seller wishes to transfer and the Buyer wishes to have assigned to it the (registered and un-registered) rights to and ownership of the Seller's trademark HAVANA HONEYS in the United States of America;
- c) The Parties are both members of the Scandinavian Tobacco Group A/S (hereinafter referred to as "STG") group of companies; and
- d) The Parties wish to agree on the terms and conditions of the transfer of ownership to the relevant trademarks.

NOW THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

1. Objects of Sale and Purchase

- 1.1. Effective as of 31 October 2013 (hereinafter referred to as the "Effective Date"), and subject to the terms and conditions of this Agreement, the Seller sells and transfers to the Buyer and the Buyer purchases the following intellectual property rights:

- a) The registered trademarks owned by Seller as listed in Appendix 1, together with any unregistered variants as well as any additional applications and registrations filed by and/or issued to Seller in the United States of America which includes the words "HAVANA HONEYS" (hereinafter referred to as "Trademarks");
- b) All specifications for the manufacture of tobacco products including tobacco blends, flavours, formulae, manufacturing techniques and quality standards relating to the Trademarks (hereinafter referred to as "Know-How");
- c) Any copyright and other intellectual property rights related to the Trademarks and the marketing of the same (the "Related Rights"); and
- d) The right to any house mark or trade name currently in use on the packaging, marketing material etc. for the cigars which are manufactured and sold under the Trademarks.

2. Purchase Price and Payment

- 2.1. The purchase price has been agreed to be USD 3,379,000 (in words: three million three hundred seventy-nine thousand) (hereinafter referred to as the "Purchase Price").
- 2.2. The Purchase Price shall become due to Seller on the Effective Date and payment shall be made no later than five (5) working days from the Effective Date to a bank account nominated by Seller.
- 2.3. Should the tax authorities find that the Purchase Price does not reflect the market value, the Parties reserve the right to either cancel the transaction or change the Purchase Price according to the tax authorities' evaluation. Both Parties have a discretionary right to use all relevant boards of appeal.

3. Warranties

3.1. Seller confirms that:

- a) it is the sole owner of the Trademarks, the Related Rights, and the Know-How;

- b) the Trademarks are not subject to any encumbrances, license agreements with, or any other rights of, third parties;
- c) where registered, all maintenance fees have been paid;
- d) to its knowledge, as of the date of Seller's signing of this Agreement, the Trademarks do not and have not infringed any third party rights and no claims of infringement have been made by a third party; and
- e) to its knowledge, as of the date of Seller's signing of this Agreement, no third party is infringing the Trademarks.

4. Completion

4.1 On the Effective Date, or as soon as practically possible thereafter, Seller shall:

- a) Provide Buyer with the original certificates relating to the registered Trademarks and all correspondence regarding the same;
- b) Execute the assignment deeds and any other relevant documents necessary to carry out the transfer of the Trademarks; and
- c) Provide the Buyer with such documentation as relates to the Know-How in order to give effect to the transfer of Know-How as set out in clause 1.1 b).

4.2. If at any time after the Effective Date the Parties or one of the Parties become(s) aware of any trademark application or registration in the name of Seller which should have been transferred to Buyer under this Agreement but have not been transferred, Seller shall procure the assignment of such applications or registrations as soon as reasonably possible with no payment.

4.3. If at any time after the Effective Date Seller receives any documents, certificates or correspondence relating to the Trademarks, it will as soon as possible notify and then forward such documents, certificates or correspondence to Buyer.

4.4. The Parties agree that Buyer shall instruct STC, who is responsible for the administration of Seller's trademark rights, to carry out the formal recording of the

transfer of the Trademarks with the trademark authorities according to each Party's agreement with STC on the trademark administration.

5. Confidentiality

5.1 The Parties agree that all terms and conditions contained in this Agreement shall be confidential and shall not be disclosed to any third party unless otherwise agreed.

6. Final Provisions

6.1. This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the Commonwealth of Virginia, USA, without regard to conflicts of law principles. The Parties expressly consent to jurisdiction and venue in the state and federal courts located in the Commonwealth of Virginia, USA.

6.2. In the event that any provision of this Agreement shall be deemed invalid or non-binding, the remainder of this Agreement will continue to be effective. In such a case the Parties shall negotiate in good faith an amended provision meeting to the widest possible extent the original intentions of the Parties.

6.3. No amendment of this Agreement shall be effective unless made in writing and signed by or on behalf of both Parties.

6.4. The Parties shall pay their own costs and expenses in relation to the preparation and execution of this Agreement except from the costs related to the recording of the change in ownership of the Trademarks with the trademark authorities which are to be paid by Buyer.

{Remainder of page intentionally blank, signature page follows}

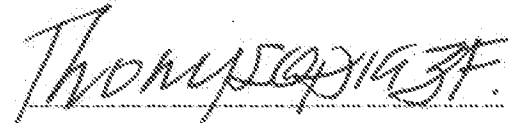
IN WITNESS HEREOF this Agreement has been executed in two (2) identical copies in English, one (1) for each Party.

Date:

Date:

On behalf of
GENERAL CIGAR DOMINICANA S.A.

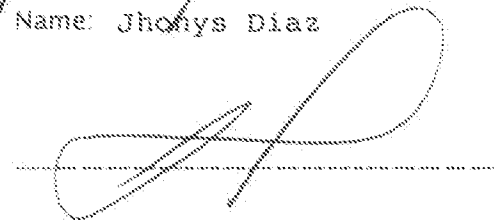
On behalf of
GENERAL CIGAR CO., INC.



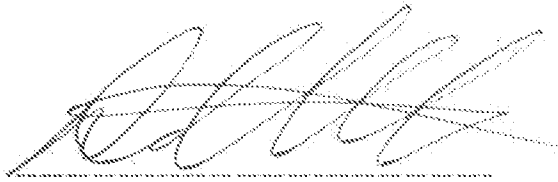
Name: Jhonys Diaz



Name: Dan Carr





Name: Roque Barrientos



Name: Daniel McGee

APPENDIX 1 - TRADEMARK REGISTRATIONS

Registration No.	Trademark	Logo	List of goods
2607378	HAVANA HONEYS <fig>		Cigars and little cigars made from Cuban seed tobacco
2548553	HAVANA HONEYS <w>		Cigars and little cigars made from Cuban seed tobacco
3334552	HAVANA HONEYS <fig>		Absorbent paper for tobacco pipes, Cigar boxes not of precious metal, cigar cutters, cigar humidifiers, cigar tubes, cigarette ash receptacles, cigarettes, cigars, non-electric cigar lighters not of precious metal, tobacco
3334551	HAVANA HONEYS <w>		Absorbent paper for tobacco pipes, Cigar boxes not of precious metal, cigar cutters, cigar humidifiers, cigar tubes, cigarette ash receptacles, cigarettes, cigars, non-electric cigar lighters not of precious metal, tobacco