

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
AT Consult Limited		02/03/2013	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Fontem Holdings 1 B.V.		
Street Address:	12th, Floor Barbara StrozziLaan 101		
City:	1083 Amsterdam		
State/Country:	NETHERLANDS		
Entity Type:	CORPORATION: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86016784	PURITANE	
CORRESPONDENCE DATA			
Fax Number:	2123910525		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-278-0400		
Email:	pdmurray@cooperdunham.com		
Correspondent Name:	Peter D. Murray, Cooper & Dunham LLP		
Address Line 1:	30 Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10112		
ATTORNEY DOCKET NUMBER:	5149/86144		
DOMESTIC REPRESENTATIVE			
Name:	Peter D. Murray, Cooper & Dunham LLP		
Address Line 1:	30 Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10112		

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NAME OF SUBMITTER:	Peter D. Murray
Signature:	/Peter D. Murray/
Date:	02/27/2014
Total Attachments: 6 source=Assignment AT Consult to Fontem Holdings (3)#page1.tif source=Assignment AT Consult to Fontem Holdings (3)#page2.tif source=Assignment AT Consult to Fontem Holdings (3)#page3.tif source=Assignment AT Consult to Fontem Holdings (3)#page4.tif source=Assignment AT Consult to Fontem Holdings (3)#page5.tif source=Assignment AT Consult to Fontem Holdings (3)#page6.tif	

TRADE MARK ASSIGNMENT DEED

DATED 3rd February 2014

MR ANDREW PAUL TASKER

AT CONSULT LIMITED

VERITAS BIOMED HEALTHCARE LIMITED

AND

FONTEM HOLDINGS 1 B.V.

ALLEN & OVERY

Allen & Overy LLP

0051667-0000316 CO:20262558.3

TRADEMARK
REEL: 005225 FRAME: 0342

THIS DEED is dated 3rd February 2014

BETWEEN:

- (1) **MR ANDREW PAUL TASKER** of 2 Torrington Avenue, Giffnock, Glasgow, East Renfrewshire, Scotland, G46 7LT (**Andrew Tasker**);
- (2) **AT CONSULT LIMITED**, a company incorporated under the laws of Scotland (registered number SC430597) whose registered office is at 2 Torrington Avenue, Giffnock, Glasgow, East Renfrewshire, Scotland, G46 7LT (**the Assignor**);
- (3) **VERITAS BIOMED HEALTHCARE LIMITED**, a company incorporated under the laws of Scotland (registered number SC445660) whose registered office is at 2 Torrington Avenue, Giffnock, Glasgow, East Renfrewshire, Scotland, G46 7LT (together with Andrew Tasker and the Assignor, **the Assignor Parties**);and
- (4) **FONTEM HOLDINGS 1 B.V.**, a company established and existing in accordance with the laws of The Netherlands (registered number 58467521) whose registered office is at 12th Floor, Barbara Strozziilaan 101, 1083 HN Amsterdam, The Netherlands (**the Assignee**).

THIS DEED WITNESSES as follows:

- 1 In this Deed, a capitalised word or expression not defined in this Deed shall have the meaning given to it in the Option Deed (with references therein to "Purchaser", "Seller" or "Seller Parties" to be substituted for references to "Assignee", "Assignor" or "Assignor Parties", respectively).
2. In consideration of payment by the Assignee of the sum of £ (receipt of which is acknowledged by the Assignor), the Assignor hereby assigns to the Assignee with full title guarantee and free of all encumbrances all rights, title and interest in the Trade Marks together with all goodwill associated with the use of the Trade Marks.

3. This Deed shall include all rights and benefits relating to the Trade Marks including (without limitation) the right of the Assignee to bring any action and claim relief in respect of any infringement, passing-off, or other unauthorised use of the Trade Marks whether occurring before, on or after the date of this Deed and the right to claim priority therefrom.
4. The Assignor agrees to promptly sign any documents and to do all other things which the Assignee reasonably considers to be necessary to give effect to this Deed or otherwise to give full effect to the Option Deed as soon as reasonably practicable, including, in the case of any registered Trade Marks (or applications therefor), to enable the Assignee to record their assignment in the records of the relevant registry. The Assignee agrees to pay the costs incurred (from the delivery of the Option Exercise Notice) by the Assignor which are necessary in order to give effect to this Deed.
5. The Assignor shall promptly transfer to the Assignee (or to a nominee appointed by the Assignee) all records, data and information (in any medium) which are in the Assignor's possession, power or control (or those of its professional advisers and agents) and which relate to the Trade Marks as soon as reasonably practicable after the date of this Deed.
6. The Assignor hereby covenants with the Assignee that it will not, without the Assignee's express written authorisation, make any use of any of the Trade Marks.
7. This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law. The parties agree that the English courts have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that any proceedings arising in connection with this Deed shall be brought to those courts.

SCHEDULE 1

TRADE MARKS AND DESCRIPTION OF "PURITANE"

(A) REGISTERED TRADE MARKS

Territory	Mark	Classes	AppIn/Regn No.	Filing Date
UK	puritane The Smoking Alternative	5, 34 and 35	UK00002637774	11 October 2012
US	PURITANE	5, 9, 10 and 34	US 86016784	22 July 2013

(B) TRADE MARK APPLICATIONS

Territory	Mark	Classes	AppIn/Regn No.	Filing Date
CTM	PURITANE	5, 34 and 35	CTM012103115	30 August 2013

(C) UNREGISTERED TRADE MARKS

PURITANE – THE SMOKING ALTERNATIVE

PURITANE

VERITAS BIOMED

VERITAS BIOMED HEALTHCARE



SIGNATORIES

IN WITNESS WHEREOF this Deed has been executed and is intended to be and is hereby delivered on the date specified above.

EXECUTED as a deed by)
ANDREW PAUL TASKER) Andrew P Tasker
in the presence of:

Witness's Signature Joyce H. White

Name: JOYCE HELEN WHITE
Address: 145 ST. VINCENT STREET
GLASGOW G2 5JF

EXECUTED as a deed by)
AT CONSULT LIMITED)
acting by **ANDREW PAUL TASKER**, a director) Andrew P Tasker
in the presence of:) Director

Witness's Signature Joyce H. White

Name: JOYCE HELEN WHITE
Address: 145 ST. VINCENT STREET
GLASGOW G2 5JF

EXECUTED as a deed by)
VERITAS BIOMED HEALTHCARE)
LIMITED)
acting by **ANDREW PAUL TASKER**, a director) Andrew P Tasker
in the presence of:) Director

Witness's Signature Joyce H. White

Name: JOYCE HELEN WHITE

EXECUTED as a deed by)
FONTEM HOLDINGS 1 B.V.)

acting by an authorised attorney in the presence)
of:)

Claudio Righetti
.....
CLAUDIO RIGHETTI
Attorney

Witness's Signature *[Handwritten Signature]*
.....

Name: HEIDI ANNE THOMPSON

Address: 19 PAINSWICK ROAD
CHELTENHAM
GLOS G150 2EE