

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM297855

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	06/01/2012		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ardath Tobacco Company Limited		02/17/2014	COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	B.A.T. China Limited		
<b>Street Address:</b>	Globe House 1 Water Street		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	WC2R 3LA		
<b>Entity Type:</b>	Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85510465	555 PLATINUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2126264810		
<b>Email:</b>	nyctrademarks@bakermckenzie.com		
<b>Correspondent Name:</b>	Michael J. Bales		
<b>Address Line 1:</b>	452 Fifth Ave		
<b>Address Line 2:</b>	Baker & McKenzie LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	39105778 - 000282		
<b>NAME OF SUBMITTER:</b>	Michael J. Bales		
<b>SIGNATURE:</b>	/mjb/		
<b>DATE SIGNED:</b>	03/11/2014		
<b>Total Attachments: 5</b>			
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DATED \_\_\_\_\_ 2014

**Ardath Tobacco Company Limited**

and

**B.A.T. China Limited**

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**TRADE MARK ASSIGNMENT  
UNITED STATES OF AMERICA**

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## TRADE MARK ASSIGNMENT

**DATE:**

**BETWEEN:**

- (1) **Ardath Tobacco Company Limited**, a company incorporated under the laws of **England**, with company number **00214538**, whose registered office is at **Globe House 4 Temple Place London WC2R 2PG** ("Assignor"); and
- (2) **B.A.T. CHINA LIMITED**, a company incorporated under the laws of **England**, with company number **00134409**, whose registered office is at **Globe House 1 Water Street London WC2R 3LA** ("Assignee").

**RECITALS:**

- (A) The Assignor is the owner of certain registered and unregistered trade marks.
- (B) The Assignor has agreed to assign such trade mark rights to the Assignee in accordance with the terms of this Agreement.

**IT IS AGREED** as follows:

### **1. ASSIGNMENT**

- 1.1 In consideration of the sum of £1.00, inclusive of any applicable taxes, paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged by the Assignor) the Assignor hereby assigns to the Assignee all of its right, title and interest in and to the registered and unregistered trade marks set out in the schedule to this Agreement together with any common law rights and all the goodwill attaching thereto (the "**Trade Marks**") such assignment to take effect from **June 1, 2012**.
- 1.2 Such Trade Marks are to be held and enjoyed by Assignee, successor to the business or portion of the business of Assignor to which the Trademarks pertain, which business is ongoing and existing, for its own use and enjoyment, and for the use and enjoyment of its successors and assigns forever, at common law and/or to the end of the term or terms for which registration of the said Trademarks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor had the assignment set forth herein not been made; together with all causes of action and the proceeds thereof in favor of Assignor heretofore accrued or hereafter accruing by reason of past infringement, dilution, misappropriation or other violation of the Trademarks, with the right to sue and collect damages for its own use and benefit, and for the use and on behalf of its successors or assigns.

### **2. FURTHER ASSURANCE**

The Assignor agrees at the request of the Assignee that it will at all times after the date of this Agreement do all acts and execute all documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee by this Agreement.

### **3. GOVERNING LAW & JURISDICTION**

The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by, and interpreted in accordance with, English law and the parties hereto submit to the exclusive jurisdiction of the English courts for the purpose of enforcing any claim arising under or in relation to this Agreement.

4. **GENERAL**

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts and each such counterpart shall constitute an original of this Agreement but all of which together constitute one and the same instrument. This Agreement shall not be effective until each party has executed at least one counterpart.

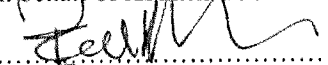
**SCHEDULE**

COUNTRY	GRN	TRADEMARK	OWNER	TRADEMARK STATUS	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE
United States of America	3918614	STATE EXPRESS 555 PLATINUM (Label) (Colour) (2008)	Ardath Company Limited Tobacco	Published	85/510,465	6-Jan-12		

Trade Mark Assignment - United States of America

EXECUTED by the parties:

Signed for and on behalf of ~~Ardat~~ **Ardat Tobacco Company Limited:**

Signature: 

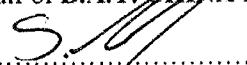
Name: PAUL H. GRAY

WITNESS: ERUINA VASILJZVIC

Title: DIRECTOR

Date: 17-2-14

Signed for and on behalf of **B.A.T. CHINA LIMITED:**

Signature: 

Name: STEVEN NIXON

WITNESS: ERUINA VASILJZVIC

Title: AUTHORISED ATTORNEY

Date: 17.02.14