

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297857

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/09/2013

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
B.A.T. China Limited		02/17/2014	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	CTBAT International Co. Limited
Street Address:	29th Floor Oxford House Taikoo Place 979 King's Road Island East
City:	Hong Kong
State/Country:	HONG KONG
Entity Type:	Company: HONG KONG

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1935081	555 INTERNATIONAL
Registration Number:	2971001	555
Registration Number:	0041324	STATE EXPRESS
Registration Number:	1028870	555 STATE EXPRESS
Registration Number:	0137538	555
Registration Number:	1908709	
Registration Number:	3582651	555 STATE EXPRESS LONDON SE 5
Registration Number:	3582652	555 STATE EXPRESS LONDON SE 5
Registration Number:	3752892	555 GOLD
Registration Number:	3761630	555 MANDARIN
Serial Number:	85510465	555 PLATINUM

CORRESPONDENCE DATA

Fax Number:

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

Phone: 2126264810
 Email: nyctrademarks@bakermckenzie.com
 Correspondent Name: Michael J. Bales
 Address Line 1: 452 Fifth Ave
 Address Line 2: Baker & McKenzie LLP

TRADEMARK

Address Line 4:	New York, NEW YORK 10018
ATTORNEY DOCKET NUMBER:	39105778 - 000282
NAME OF SUBMITTER:	Michael J. Bales
SIGNATURE:	/mjb/
DATE SIGNED:	03/11/2014
Total Attachments: 5 source=BAT-CTBAT Assign#page1.tif source=BAT-CTBAT Assign#page2.tif source=BAT-CTBAT Assign#page3.tif source=BAT-CTBAT Assign#page4.tif source=BAT-CTBAT Assign#page5.tif	

DATED _____ 2014

B.A.T. CHINA LIMITED

and

CTBAT INTERNATIONAL CO. LIMITED

**TRADE MARK ASSIGNMENT
UNITED STATES OF AMERICA**

TRADE MARK ASSIGNMENT

DATE:

BETWEEN:

- (1) **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** ("Assignor"); and
- (2) **CTBAT INTERNATIONAL CO. LIMITED**, a company incorporated under the laws of **Hong Kong**, with company number **1818737**, whose registered office is at **29th Floor Oxford House Taikoo Place 979 King's Road Island East Hong Kong** ("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 **August 9, 2013**.
- 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	3917314	STATE EXPRESS 555 INTERNATIONAL with Medallion & Chevron Design (Label) (1995)	B.A.T. China Limited	Registered	74/564,493	23-Aug-94	1935081	14-Nov-95
United States of America	3917872	555 with Medallion & Chevron Designs [STATE EXPRESS] (Label) (2000)	B.A.T. China Limited	Cancelled	76/103013	4-Aug-00	2971001	19-Jul-05
United States of America	3916194	STATE EXPRESS	B.A.T. China Limited	Registered	70-041324	11-Jul-03	41324	20-Oct-03
United States of America	3916397	STATE EXPRESS 555 with Medallion & Chevron Design (Label) (1973)	B.A.T. China Limited	Registered	73-029468	14-Aug-74	1028870	30-Dec-75
United States of America	3916437	555 (Stylised) [STATE EXPRESS] (1994)	B.A.T. China Limited	Registered	71-130194	26-Mar-20	137538	30-Nov-20
United States of America	3916792	Medallion Design [STATE EXPRESS] (1994)	B.A.T. China Limited	Registered	74-493683	23-Feb-94	1908709	1-Aug-95
United States of America	3918432	STATE EXPRESS 555 with Roundel, Crest & Abstract Five (Label) (Blue) (2005)	B.A.T. China Limited	Registered	77/475756	15-May-08	3582651	3-Mar-09
United States of America	3918439	STATE EXPRESS 555 with Roundel, Crest & Abstract Five (Label) (Pearl) (2005)	B.A.T. China Limited	Registered	77/475759	15-May-08	3582652	3-Mar-09
United States of America	3918450	STATE EXPRESS 555 GOLD (Label) (2008)	B.A.T. China Limited	Registered	77/475382	15-May-08	3752892	23-Feb-10
United States of America	3918469	STATE EXPRESS 555 MANDARIN (Label) (Colour) (2008)	B.A.T. China Limited	Registered	77/475403	15-May-08	3761630	16-Mar-10
United States of America	3918614	STATE EXPRESS 555 PLATINUM (Label) (Colour) (2008)	B.A.T. China Limited	Published	85/510,465	6-Jan-12		

Trade Mark Assignment - United States of America

EXECUTED by the parties:

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

Signature:

[Handwritten Signature]

WITNESS:

Name:

CHARL STEYN

ERVINA VASICJEVIC

Title:

DIRECTOR

Date:

17-02-14

Signed for and on behalf of **CTBAT INTERNATIONAL CO. LIMITED:**

Signature:

[Handwritten Signature]

WITNESS:

Name:

STEVEN NIXON

ERVINA VASICJEVIC

Title:

AUTHORISED ATTORNEY

Date:

17.02.14