

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316831

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pride Cigars, LLC		05/28/2014	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Drew Estate Holding Company, LLC		
Street Address:	12415 SW 136th Avenue		
Internal Address:	Suite 7		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33186		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4467397	BRUJO	
CORRESPONDENCE DATA			
Fax Number:	2158518383		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2158518522		
Email:	ipdocket@eckertseamans.com		
Correspondent Name:	Roberta Jacobs-Meadway		
Address Line 1:	50 South 16th Street		
Address Line 2:	Two Liberty Place		
Address Line 4:	Philadelphia, PENNSYLVANIA 19102		
ATTORNEY DOCKET NUMBER:	302102-00032		
NAME OF SUBMITTER:	Roberta Jacobs-Meadway		
SIGNATURE:	/rjacobsmeadway/		
DATE SIGNED:	09/12/2014		
Total Attachments: 4			
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OP \$40.00 4467397

**Trademark Assignment
And
License Back**

This **Trademark Assignment and License Back Agreement** (hereinafter referred to as the "Assignment") is made and entered into on May 28, 2014 (the "Effective Date") by and between the following parties:

Pride Cigars, LLC.
a Florida Limited Liability Company (LLC)
10006 Cross Creek Blvd., Suite 412
Tampa, Florida 33647

(the "Assignor")

AND

Drew Estate Holding Company LLC.
a Delaware Limited Liability Company (LLC)
12415 SW 136th Avenue, Suite 7
Miami, Florida 33186

(the "Assignee")

WHEREAS, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations and/or applications for registration, and the goodwill of the business associated therewith (collectively referred to as the Trademarks) set forth in **Exhibit A** attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Trademarks and the goodwill of the business associated therewith; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration in the amount of \$10,000 (US currency), the receipt of which is acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT and LICENSE BACK.

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the

Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Assignee as recipient of Assignor's entire right, title and interest therein.

Assignor further agrees to upon the request and at the expense of Assignee: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

Assignee agrees that Assignor has a royalty free license to use BRUJO for use in connection with cigars (the "Licensed Goods"). Such royalty free license is perpetual. This approved use constitutes a limited license back of the rights such that Assignor may not use any other variation of the term BRUJO, including, but not limited to: "EL BRUJITO", "BRUJITO", "EL BRUJITA", and "BRUJITA". To ensure that the quality of the Licensed Goods using the Trademarks meet the quality standards of Assignee, Assignor agrees that all Licensed Goods sold under the Trademarks shall be of a quality equal to the products it presently sells under the Trademarks. To ensure that Assignor maintains such quality standards, Assignee has requested and may request from Assignor not more than one box of the Licensed Goods bearing the Trademarks each year to sample, and Assignee may otherwise purchase such goods on the open market to confirm compliance with this provision of this Agreement.

2. WARRANTY.

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Trademarks, that the Trademarks have not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

3. GOVERNING LAW.

This Assignment is governed by, and is to be construed in accordance with the laws of the State of Florida.

4. ENTIRE AGREEMENT.

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

5. SEVERABILITY.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded


from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

6. ADVICE OF COUNSEL.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.


IN WITNESS whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

Assignor:

By: 
Pride Cigars, LLC.

Date: July 9, 14

Assignee:

By: 
Drew Estate Holding Company LLC.

Date: 5/28/14

[Notary Acknowledgement to Follow]

Exhibit A

List of Trademark

Trademark/Service mark: BRUJO
Registration/Application number: 4,467,397
Dated: January 14, 2014