

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320913

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scandinavian Tobacco Group Eersel B.V.		09/08/2014	LIMITED LIABILITY COMPANY: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Scandinavian Tobacco Group Lane Ltd.		
Street Address:	2880 Mountain Industrial Boulevard		
City:	Tucker		
State/Country:	GEORGIA		
Postal Code:	30084		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4440733	CUBERO	
CORRESPONDENCE DATA			
Fax Number:	+457220710		
<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>			
Email:	hanne.malling@st-group.com		
Correspondent Name:	Hanne Malling		
Address Line 1:	Sydmarken 42		
Address Line 4:	Søborg, DENMARK 2860		
NAME OF SUBMITTER:	Hanne Malling		
SIGNATURE:	/Hanne Malling/		
DATE SIGNED:	10/23/2014		
Total Attachments: 7			
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Trademark Transfer Agreement

between

Scandinavian Tobacco Group Eersel B.V.

and

Scandinavian Tobacco Group Lane Ltd.

regarding

CUBERO in the United States of America

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

SCANDINAVIAN TOBACCO GROUP EERSEL B.V., Nieuwstraat 75-77, CB 5521 Eersel, The Netherlands (hereinafter referred to as "Seller")

and

SCANDINAVIAN TOBACCO GROUP LANE LTD., 2280 Mountain Industrial Boulevard, Tucker, Georgia 30084, United States (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 registered owner of a U.S. trademark registration for the cigar trademark CUBERO;
- b) The Parties wish to confirm their original, mutual intention and oral agreement that the Buyer was supposed to be, is and should continue to be the rightful owner of the cigar trademark CUBERO in the United States of America;
- c) The Seller therefore wishes to transfer and the Buyer wishes to have assigned to it the rights to and ownership of the cigar trademark CUBERO in the United States of America;
- d) The Parties acknowledge that the Buyer has paid all costs and expenses regarding marketing and sales-trade spending for the Trademark, a proportion of which costs and expenses have been invoiced by the Buyer to the Seller;
- e) The Parties are both members of the Scandinavian Tobacco Group A/S (hereinafter referred to as "STG") group of companies; and
- f) The Parties wish to agree on the terms and conditions of the transfer of ownership to the relevant trademark.

NOW THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

1. Objects of Sale and Purchase

- 1.1. Effective as of 1 July 2012 (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 trademark owned by Seller relating to cigars 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 U.S. which includes the word CUBERO (hereinafter referred to as "Trademark");
 - b) All specifications for the manufacture of tobacco products including tobacco blends, flavours, formulae, manufacturing techniques and quality standards relating to the Trademark (hereinafter referred to as "Know-How");
 - c) Any copyright and other intellectual property rights related to the Trademark 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 Trademark.

2. Purchase Price and Payment

- 2.1. The purchase price has been agreed to be USD 1,000 (in words: one thousand US dollars (hereinafter referred to as the "Purchase Price").
- 2.2. The Parties agree that, in addition to the Purchase Price, the Buyer shall issue a credit note to the Seller for the abovementioned marketing and sales-trade spending which Buyer has invoiced to Seller.
- 2.3. The Purchase Price shall become due to Seller upon execution of this Agreement and payment shall be made no later than five (5) working days from the execution of this Agreement to a bank account nominated by Seller.

2.4. The Buyer shall issue the credit note, cf. clause 2.2, upon execution of this Agreement and payment shall be made no later than five (5) working days from the execution of this Agreement to a bank account nominated by Seller.

2.5. 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 Trademark, the Related Rights, and the Know-How;
- b) the Trademark is 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 Trademark does not and has 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 Trademark.

4. Completion

4.1. Upon execution of this Agreement, or as soon as practically possible thereafter, Seller shall:

- a) Provide Buyer with the original certificates relating to the registered Trademark and all correspondence regarding the same;
- b) Execute the assignment deeds and any other relevant documents necessary to carry out the transfer of the Trademark; 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 execution of this Agreement 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 execution of this Agreement Seller receives any documents, certificates or correspondence relating to the Trademark, 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 STG, who is responsible for the administration of Seller's trademark rights, to carry out the formal recording of the transfer of the Trademark with the relevant authorities.

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 shall be governed by Dutch law.

6.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, which cannot be settled amicably, shall be settled by the Cantonal Court of Eindhoven.

6.3. 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.

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

6.5. 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.

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

On behalf of

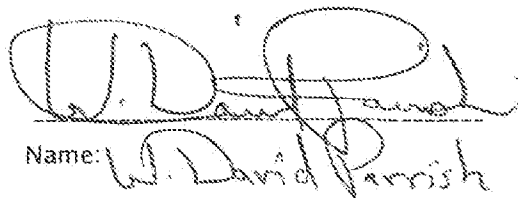
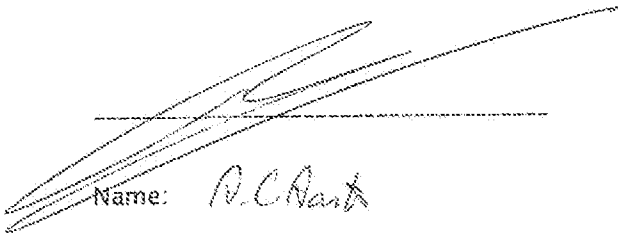
Scandinavian Tobacco Group Eersel B.V.

Scandinavian Tobacco Group Lane Ltd.



Name: R.A. Zwarts

Name: J. Kew Michols



APPENDIX 1 - TRADEMARKS

APPENDIX 1 - TRADEMARKS

Registration No.	Trademark	Logo
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4,440,733	CUBERO <w>	