

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gerber Finance Inc.		11/19/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Drew Estate Holding Company LLC		
Street Address:	12415 SW 136th Avenue, Suite 7		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33186		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 51			
Property Type	Number	Word Mark	
Serial Number:	85953471		
Serial Number:	86117954	BLUE MOON	
Registration Number:	3366928	CHÂTEAU REAL	
Serial Number:	86066774	CIGAR SAFARI	
Serial Number:	85841175	CIRCA	
Registration Number:	4501691	DEF SEA	
Registration Number:	4150586	DIRTY RAT	
Serial Number:	86240486	DOGMA	
Serial Number:	85337686	DONK	
Serial Number:	86037782	DREW DIPLOMATS	
Serial Number:	86044239	DREW DIPLOMATS	
Registration Number:	4002632	DREW ESTATE	
Registration Number:	3928830	DREW ESTATE	
Serial Number:	86116847	FAT MOLLY	
Registration Number:	4042681	FLYING PIG	
Registration Number:	4257817	G FRESH	
Registration Number:	4254139	G FRESH	
Registration Number:	4467227	G FRESH READY TO SMOKE GUARANTEED FRESH	
Registration Number:	4583051	GENUINE KENTUCKY FIRE CURED MUWAT	
Registration Number:	3182033	GOURMET BLENDED CIGARS	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	86138896	GRAFFITI SWEETS
Registration Number:	3994802	HOMEGROWN
Registration Number:	2604842	INDUSTRIAL PRESS
Registration Number:	3080344	INFUSION
Registration Number:	3245367	JAVA BY DREW ESTATE
Serial Number:	85513253	JOHN DREW
Serial Number:	85777122	JOHN DREW
Serial Number:	85777128	JOHN DREW
Registration Number:	4568964	JUST A FRIEND
Serial Number:	86006660	KENTUCKY FIRE CURED
Registration Number:	4002703	KRUSH CLASSIC
Registration Number:	3370675	KUBA CIGARS
Registration Number:	4525987	LA VIEJA
Serial Number:	85777133	LARUTAN
Registration Number:	3931294	LIGA PRIVADA
Registration Number:	3482281	LIGA PRIVADA NO. 9
Serial Number:	85953442	MADUROS DEL NORTE
Registration Number:	4466122	MUWAT
Serial Number:	85877464	MY UZI WEIGHS A TON
Registration Number:	2561295	NATURAL BY DREW ESTATE
Registration Number:	4455207	NICA RUSTICA
Serial Number:	86010062	NORTEÑO
Registration Number:	3944757	RONIN
Serial Number:	86240392	SMOKING MONK
Registration Number:	3010365	SUBCULTURE
Registration Number:	4511114	SUBCULTURE STUDIOS
Registration Number:	3888209	TABAK ESPECIAL
Registration Number:	3596622	THE REBIRTH OF CIGARS
Serial Number:	85305719	TUANI
Registration Number:	4191614	UNDERCROWN
Registration Number:	3313832	WAFE

CORRESPONDENCE DATA

Fax Number:

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.

Email: ip@akerman.com

Correspondent Name: Shelley B. Mixon

Address Line 1: 1400 Wewatta Street, Suite 500

Address Line 4: Denver, COLORADO 80202

TRADEMARK

REEL: 005405 FRAME: 0727

ATTORNEY DOCKET NUMBER:	0286774
NAME OF SUBMITTER:	Shelley B. Mixon
SIGNATURE:	/sbm/
DATE SIGNED:	11/21/2014

Total Attachments: 6

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

TERMINATION AND RELEASE dated as of November 19th, 2014 from GERBER FINANCE INC. (f/k/a Gerber Trade Finance Inc.), a New York corporation, (the “Lender”) as party to the Loan and Security Agreement, dated as of September 24, 2004 (as amended, the “2004 Loan Agreement”) and the Loan and Security Agreement, dated as of April 23, 2010 (as amended, the “2010 Loan Agreement”), to DREW ESTATE HOLDING COMPANY LLC (successor by merger to Drew Estate, Inc., f/k/a Jonathan Drew, Inc.), a Delaware limited liability company (the “Borrower”).

WITNESSETH:

WHEREAS, the 2004 Loan Agreement was recorded with the United States Patent and Trademark Office on April 1, 2008 at Reel 3753 Frame 0653 and on October 14, 2004 at Reel 3063 Frame 0624;

WHEREAS, pursuant to the 2010 Loan Agreement, the Lender and Borrower entered into the Intellectual Property Security Agreement dated as of April 23, 2010 (the “IP Security Agreement”), which was recorded with the United States Patent and Trademark Office on July 14, 2010 at Reel 4241 Frame 0782;

WHEREAS, pursuant to the 2010 Loan Agreement, a UCC Financing Statement was recorded with the United States Patent and Trademark Office on April 23, 2014 at Reel 5270 Frame 0561;

WHEREAS, pursuant to the 2010 Loan Agreement, a UCC Financing Statement was recorded with the United States Patent and Trademark Office on April 24, 2014 at Reel 5268 Frame 0082;

WHEREAS, pursuant to the 2004 Loan Agreement, 2010 Loan Agreement and IP Security Agreement (the “Security Agreements”), Borrower pledged and granted to Lender a continuing security interest in and Lien upon (the “Security Interest”) all of Borrower’s right, title and interest in, to and under the General Intangibles (as defined in the 2004 Loan Agreement) and Intellectual Property Collateral (as defined in the IP Security Agreement, collectively with the General Intangibles, the “IP Collateral”), including the foregoing listed on Schedule A hereto; and

WHEREAS, the Lender now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the IP Collateral pursuant to the Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Lender hereby states as follows:

1. Definitions. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreements.

2. Release of Security Interest and Confirmation. The Lender hereby terminates, releases and discharges its Security Interest in the IP Collateral, and any right, title or interest of the Lender in such IP Collateral shall hereby cease and become void. Other than the Security Interest in the IP Collateral, the Lender hereby confirms that Borrower did not assign, transfer, or convey any of its right, title, or interest in the IP Collateral to Lender.

3. Further Assurances. The Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

GERBER FINANCE INC.
(f/k/a Gerber Trade Finance Inc.)

A handwritten signature in black ink, appearing to read "J. Palmer", with a long horizontal flourish extending to the right.

Jennifer Palmer
President

SCHEDULE A

U.S. Trademark Registrations/Applications

Mark	U.S. Serial #	Application Date	Reg. #	Reg. Date	Reel/Frame
A cigar tip made to look like a face & Design	85953471	6/7/13			5268/0082 (3 pp)
ACID	75942912	3/13/00	2440808	4/3/01	3753/0653 (41 pp)
ACID	75942912	3/13/00	2440808	4/3/01	4241/0782 (17 pp)
ACID	75942912	3/13/00	2440808	4/3/01	4868/0868 (5 pp)
ACID	75942912	3/13/00	2440808	4/3/01	2521/0766 (28 pp)
BLUE MOON	86117954	11/13/13	4619909	11/14/14	5270/0561 (3 pp)
CHÂTEAU REAL	78799184	1/25/06	3366928	1/8/08	3753/0653 (41 pp)
CHÂTEAU REAL	78799184	1/25/06	3366928	1/8/08	4241/0782 (17 pp)
CIGAR SAFARI	86066774	9/17/13	4635475	11/11/14	5270/0561 (3 pp)
CIRCA	85841175	2/5/13			5270/0561 (3 pp)
DEF SEA	86040113	8/16/13	4501691	3/25/14	5270/0561 (3 pp)
DIRTY RAT	77917056	1/21/10	4150586	5/29/12	4241/0782 (17 pp)
DOGMA	86240486	4/2/14			5270/0561 (3 pp)
DONK	85337686	6/3/11			5270/0561 (3 pp)
DREW DIPLOMATS (1)	86037782	8/14/13			5270/0561 (3 pp)
DREW DIPLOMATS (2)	86044239	8/21/13			5270/0561 (3 pp)
DREW ESTATE	77155287	4/12/07	4002632	7/26/11	3753/0653 (41 pp)
DREW ESTATE	77155287	4/12/07	4002632	7/26/11	4241/0782 (17 pp)
DREW ESTATE & DESIGN	77198992	6/6/07	3928830	3/8/11	3753/0653 (41 pp)
DREW ESTATE & DESIGN	77198992	6/6/07	3928830	3/8/11	4241/0782 (17 pp)
FAT MOLLY	86116847	11/12/13	4634039	11/4/14	5270/0561 (3 pp)
FLYING PIG	77917074	1/21/10	4042681	10/18/11	4241/0782 (17 pp)
G FRESH (1)	85679664	7/17/12	4257817	12/11/12	5270/0561 (3 pp)
G FRESH (2)	85679669	7/17/12	4254139	12/4/12	5270/0561 (3 pp)
G FRESH READY TO SMOKE GUARANTEED FRESH &	85679672	7/17/12	4467227	1/14/14	5270/0561 (3 pp)

Design					
GENUINE KENTUCKY FIRE CURED MUWAT & Design	86028502	8/5/13	4583051	8/12/14	5270/0561 (3 pp)
GOURMET BLENDED CIGARS	76626914	1/4/05	3182033	12/5/06	3753/0653 (41 pp)
GOURMET BLENDED CIGARS	76626914	1/4/05	3182033	12/5/06	4241/0782 (17 pp)
GRAFFITI SWEETS	86138896	12/9/13			5270/0561 (3 pp)
HOMEGROWN	78952693	8/15/06	3994802	7/12/11	3753/0653 (41 pp)
HOMEGROWN	78952693	8/15/06	3994802	7/12/11	4241/0782 (17 pp)
INDUSTRIAL PRESS	76346424	12/10/01	2604842	8/6/02	4241/0782 (17 pp)
INDUSTRIAL PRESS	76346424	12/10/01	2604842	8/6/02	2521/0766 (28 pp)
INDUSTRIAL PRESS	76346424	12/10/01	2604842	8/6/02	3063/0624 (30 pp)
INFUSION	78209037	1/30/03	3080344	4/11/06	3753/0653 (41 pp)
INFUSION	78209037	1/30/03	3080344	4/11/06	4241/0782 (17 pp)
JAVA BY DREW ESTATE	78474238	8/26/04	3245367	5/22/07	4241/0782 (17 pp)
JAVA BY DREW ESTATE	78474238	8/26/04	3245367	5/22/07	3063/0624 (30 pp)
JOHN DREW	85513253	1/10/12			5270/0561 (3 pp)
JOHN DREW & Design (1)	85777122	11/12/12			5270/0561 (3 pp)
JOHN DREW & Design (2)	85777128	11/12/12			5268/0082 (3 pp)
JUST A FRIEND	85743685	10/2/12	4568964	7/15/14	5268/0082 (3 pp)
KENTUCKY FIRE CURED	86006660	7/10/13			5268/0082 (3 pp)
KRUSH CLASSIC	77323845	11/7/07	4002703	7/26/11	3753/0653 (41 pp)
KRUSH CLASSIC	77323845	11/7/07	4002703	7/26/11	4241/0782 (17 pp)
KUBA CIGARS and Design	78868144	4/24/06	3370675	1/15/08	4241/0782 (17 pp)

LA VIEJA	77686133	3/9/09	4525987	5/6/14	4241/0782 (17 pp)
LARUTAN	85777133	11/12/12			5268/0082 (3 pp)
LIGA PRIVADA	77192124	5/29/07	3931294	3/15/11	3753/0653 (41 pp)
LIGA PRIVADA	77192124	5/29/07	3931294	3/15/11	4241/0782 (17 pp)
LIGA PRIVADA NO. 9	78799207	1/25/06	3482281	8/5/08	3753/0653 (41 pp)
LIGA PRIVADA NO. 9	78799207	1/25/06	3482281	8/5/08	4241/0782 (17 pp)
MADUROS DEL NORTE	85953442	6/7/13			5268/0082 (3 pp)
MUWAT	85953461	6/7/13	4466122	1/14/14	5268/0082 (3 pp)
MY UZI WEIGHS A TON	85877464	3/15/13			5268/0082 (3 pp)
NATURAL BY DREW ESTATE	76085616	7/10/00	2561295	4/16/02	3063/0624 (30 pp)
NATURAL BY DREW ESTATE	76085616	7/10/00	2561295	4/16/02	4241/0782 (17 pp)
NATURAL BY DREW ESTATE	76085616	7/10/00	2561295	4/16/02	2521/0766 (28 pp)
NICA RUSTICA	77633329	12/15/08	4455207	12/24/13	4241/0782 (17 pp)
NORTEÑO	86010062	7/15/13			5268/0082 (3 pp)
RONIN	77550400	8/19/08	3944757	4/12/11	4241/0782 (17 pp)
SMOKING MONK	86240392	4/2/14			5268/0082 (3 pp)
SUBCULTURE	76609856	8/30/04	3010365	11/1/05	3063/0624 (30 pp)
SUBCULTURE	76609856	8/30/04	3010365	11/1/05	4241/0782 (17 pp)
SUBCULTURE STUDIOS	85344380	6/13/11	4511114	4/8/14	5268/0082 (3 pp)
TABAK ESPECIAL	77355538	12/19/07	3888209	12/7/10	4241/0782 (17 pp)
THE REBIRTH OF CIGARS	78758433	11/21/05	3596622	3/24/09	3753/0653 (41 pp)
THE REBIRTH OF CIGARS	78758433	11/21/05	3596622	3/24/09	4241/0782 (17 pp)
TUANI	85305719	4/27/11			5268/0082 (3 pp)
UNDERCROWN	85303883	4/25/11	4191614	8/14/12	5268/0082 (3 pp)
WAFE	78692596	8/15/05	3313832	10/16/07	3753/0653 (41 pp)
WAFE	78692596	8/15/05	3313832	10/16/07	4241/0782 (17 pp)

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