

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323958

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Drew Estate LLC		11/21/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SWI-DE, 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: 62

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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4583051	GENUINE KENTUCKY FIRE CURED MUWAT
Registration Number:	3182033	GOURMET BLENDED CIGARS
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
Serial Number:	86283878	PONIES
Serial Number:	86351710	SUBCULTURE
Serial Number:	86452136	YARD BIRD
Serial Number:	86283810	DELFINAS
Serial Number:	86371264	LOST IN TRANSLATION
Registration Number:	2440808	ACID

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3687647	ACID CIGARS
Registration Number:	4467397	BRUJO
Registration Number:	2252336	HEAVEN
Registration Number:	3105961	HEAVEN FINE CIGAR
Registration Number:	2747335	HEAVENLY CIGAR COMPANY

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

ATTORNEY DOCKET NUMBER: 0286774

NAME OF SUBMITTER: Shelley B. Mixon

SIGNATURE: /sbm/

DATE SIGNED: 11/21/2014

Total Attachments: 13

- source=Fully executed - Assignment of Intellectual Property - LLC to SWI-DE#page1.tif
- source=Fully executed - Assignment of Intellectual Property - LLC to SWI-DE#page2.tif
- source=Fully executed - Assignment of Intellectual Property - LLC to SWI-DE#page3.tif
- source=Fully executed - Assignment of Intellectual Property - LLC to SWI-DE#page4.tif
- source=Fully executed - Assignment of Intellectual Property - LLC to SWI-DE#page5.tif
- source=Fully executed - Assignment of Intellectual Property - LLC to SWI-DE#page6.tif
- source=Fully executed - Assignment of Intellectual Property - LLC to SWI-DE#page7.tif
- source=Fully executed - Assignment of Intellectual Property - LLC to SWI-DE#page8.tif
- source=Fully executed - Assignment of Intellectual Property - LLC to SWI-DE#page9.tif
- source=Fully executed - Assignment of Intellectual Property - LLC to SWI-DE#page10.tif
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- source=Fully executed - Assignment of Intellectual Property - LLC to SWI-DE#page13.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (the “Assignment”), dated as of November 21, 2014, is entered into by and between Drew Estate LLC, a Delaware limited liability company (“Seller”), and SWI-DE, LLC, a Delaware limited liability company (“Purchaser”).

This Assignment is executed and delivered pursuant to the terms of that certain Asset and Equity Purchase Agreement, dated October 17, 2014, by and among Purchaser, Seller and certain other parties named therein (the “Purchase Agreement”), pursuant to which, among other things, Seller has agreed to sell, and Purchaser has agreed to purchase, the Purchased Assets, including certain Intellectual Property Rights of Seller, including those relating to the Trademarks, Domain Names, Patents and Copyrights, and all common law rights associated therewith (“Intellectual Property”).

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed as follows:

1. Each term which is capitalized, but not defined, in this Assignment shall have the meaning ascribed to such term in the Purchase Agreement.

2. Upon and subject to the terms and conditions of the Purchase Agreement and this Assignment, Seller hereby irrevocably sells, conveys, transfers and assigns to Purchaser, free and clear of all Liens of any kind whatsoever, all of Seller’s worldwide right, title and interest in and to the Intellectual Property, including but not limited to the following:

(a) the trademarks, including the registrations and applications, set forth in **Schedule I-1** hereto, and any and all common law rights relating thereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (“Trademarks”); provided that, with respect to the United States intent-to-use trademark applications set forth in Schedule I-1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) the domain names set forth in **Schedule I-2** hereto (“Domain Names”);

(c) the patents and patent applications set forth in **Schedule I-3** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (“Patents”);

(d) all copyrights, including all rights identified in 17 U.S.C. § 106, in the works set forth in **Schedule I-4** hereto and their various components, regardless of color (“Copyrights”), including any and all moral rights therein to the extent such moral rights are assignable;

(e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Each party hereby agrees to execute and deliver any and all additional documents that any other party may reasonably request, and to use commercially reasonable efforts to take such further actions as may be reasonably necessary to effectuate, carry out, and comply with the agreements set forth in this Assignment.

4. All of the terms and provisions of this Assignment are binding upon Seller, Purchaser and their respective successors and assigns and will inure to the benefit of the parties and their respective successors and assigns. Notwithstanding the foregoing, no provision of this Assignment shall in any way amend any of the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of Seller or the Purchaser) set forth in the Purchase Agreement, this Assignment being intended solely to effect the transfer of the Intellectual Property in accordance with the Purchase Agreement and shall not restrict any of Purchaser's rights thereunder. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail and govern.

5. The terms and conditions of this Assignment shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof or of any other state.

6. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument. This Agreement may be executed by facsimile or portable document format signature, which shall have full force and effect as if original.

* * * * *

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed in its name and delivered by a duly authorized officer, on the date first written above.

SELLER:

DREW ESTATE LLC

By: Drew Estate Holding Company, its manager

By: _____

Name: Marvin Samel

Title: Co-Founder

PURCHASER:

SWI-DE, LLC

By: _____

Name: Peter Ghiloni

Title: Chief Executive Officer

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed in its name and delivered by a duly authorized officer, on the date first written above.

SELLER:

DREW ESTATE LLC

By: Drew Estate Holding Company, its manager

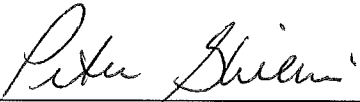
By: _____

Name: Marvin Samel

Title: Co-Founder

PURCHASER:

SWI-DE, LLC

By:  _____

Name: Peter Ghiloni

Title: Chief Executive Officer

SCHEDULE I-1

TRADEMARKS

U.S. TRADEMARKS:

Mark	COUNTRY	Application #	Registration #
A cigar tip made to look like a face & Design	US	85/953,471	
ACID	US	75/942,912	2,440,808
ACID ACID	US	76/491,414	
ACID BLACK	US	77/916,992	
ACID BLUNTS	US	77/819,379	
ACID CIGARS & Design	US	78/952633	
ACID CIGARS & Design	US	78/981,191	3,687,647
ACID FAT TIPS	US	77/819,590	
BLUE MOON	US	86/117,954	4,619,909
BRUJO	US	85/723,132	4,467,397
CHÂTEAU REAL	US	78/799,184	3,366,928
CIGAR SAFARI	US	86/066,774	
CIRCA	US	85/841,175	
DEF SEA	US	86/040,113	4,501,691
DELFINAS	US	86/283,810	
DIRTY RAT	US	77/917,056	4,150,586
DOGMA	US	86/240,486	
DONK	US	85/337,686	
DREW DIPLOMAT	US	86/037,782	
DREW DIPLOMAT	US	86/044,239	
DREW ESTATE	US	77/155,287	4,002,632
DREW ESTATE & DESIGN	US	77/198,992	3,928,830
FAT MOLLY	US	86/116,847	4,634,039
FLYING PIG	US	77/917,074	4,042,681
G FRESH	US	85/679,664	4,257,817
G FRESH	US	85/679,669	4,254,139
G FRESH READY TO SMOKE GUARANTEED FRESH & Design	US	85/679,672	4,467,227
GENUINE KENTUCKY FIRE CURED MUWAT & Design	US	86/028,502	4,583,051
GOURMET BLENDED CIGARS	US	76/626,914	3,182,033
GRAFFITI SWEETS	US	86/138,896	
HEAVEN	US	75/207,694	2,252,336
HEAVEN FINE CIGAR	US	78/424,719	3,105,961
HEAVENLY CIGAR COMPANY	US	78/163,514	2,747,335

Mark	COUNTRY	Application #	Registration #
HOMEGROWN	US	78/952,693	3,994,802
INDUSTRIAL PRESS	US	76/346,424	2,604,842
INFUSION	US	78/209,037	3,080,344
JAVA BY DREW ESTATE	US	78/474,238	3,245,367
JOHN DREW	US	85/513,253	
JOHN DREW & Actors Mask Design	US	85/777,122	
JOHN DREW & Profile Design	US	85/777,128	
JUST A FRIEND	US	85/743,685	4,568,964
JUXTAPOZ	US	85/122,795	
KENTUCKY FIRE CURED	US	86/006,660	
KRUSH CLASSIC	US	77/323,845	4,002,703
KUBA CIGARS	US	78/868,144	3,370,675
LA VIEJA	US	77/686,133	4,525,987
LARUTAN	US	85/777,133	
LIGA PRIVADA	US	77/192,124	3,931,294
LIGA PRIVADA NO. 9	US	78/799,207	3,482,281
LOST IN TRANSLATION	US	86/371,264	
MADUROS DEL NORTE	US	85/953,442	
MUWAT	US	85/953,461	4,466,122
MY UZI WEIGHS A TON	US	85/877,464	
NATURAL BY DREW ESTATE	US	76/085,616	2,561,295
NICA RUSTICA	US	77/633,329	4,455,207
NORTEÑO	US	86/010,062	
PONIES	US	86/283,878	
RONIN	US	77/550,400	3,944,757
SMOKING MONK	US	86/240,392	
SUBCULTURE	US	76/609,856	3,010,365
SUBCULTURE	US	86/351,710	
SUBCULTURE STUDIOS	US	85/344,380	4,511,114
TABAK ESPECIAL	US	77/355,538	3,888,209
THE REBIRTH OF CIGARS	US	78/758,433	3,596,622
TUANI	US	85/305,719	
UNDERCROWN	US	85/303,883	4,191,614
WAFE	US	78/692,596	3,313,832
YARD BIRD	US	86/452,136	

FOREIGN TRADEMARKS:

Mark	COUNTRY	Application #	Registration #
ACID	AU	1615966	

Mark	COUNTRY	Application #	Registration #
DREW ESTATE	AU	1615965	
NATURAL BY DREW ESTATE	AU	1617027	
ACID	CA	1673115	
G FRESH	CA	1672165	
ACID CIGARS & Design	CN	7545038	7545038
ACID CIGARS & Design	CN	7545041	7545041
DREW ESTATE & Design	CN	7545042	7545042
DREW ESTATE & Design	CN	7545039	7545039
TABAK ESPECIAL COFFEE INFUSED & Design	CN	7545040	7545040
TABAK ESPECIAL COFFEE INFUSED & Design	CN	7545037	7545037
ACID	DO	2008860	167158
DREW ESTATE	DO	2008861	167111
ACID	EU	011300902	011300902
ACID & Design	EU	011300911	011300911
ACID & Design	EU	1716745	1716745
CHÂTEAU REAL	EU	8901985	8901985
DREW ESTATE	EU	006304109	006304109
DREW ESTATE & Design	EU	006304067	006304067
HEAVEN	EU	002913028	002913028
LARUTAN	EU	011448131	011448131
LIGA PRIVADA	EU	008901977	008901977
NATURAL BY DREW ESTATE	EU	001843184	001843184
UNDERCROWN	EU	010365989	010365989
ACID	JP	2013-36733	5618458
ACID & Design	JP	2013-36734	5618459
DREW ESTATE	JP	2014-22574	5690209
DREW ESTATE & Bridge Design	JP	2014-88351	
ACID CIGARS & Design	NI	2008-00001542	901434
DIRTY RAT	NI	2014-01052	
DREW ESTATE & Design	NI	2008-00001542	901440
HEAVEN	NI	2014-01053	
HERRERA ESTELI	NI	2013-03838	
JAVA BY DREW ESTATE	NI	2014-01051	
LIGA PRIVADA	NI	2013-03839	
MUWAT	NI	2013-03840	
NICA RUSTICA	NI	2013-03841	
THE REBIRTH OF CIGARS	NI	2013-03842	
CHATEAU REAL	RU	2010708550	429738
Liga Privada	RU	2010708549	429737
Nicaragua by Drew Estate	RU	2010714512	435508

{29912287;3}

TRADEMARK
REEL: 005405 FRAME: 0794

SCHEDULE I-2

DOMAIN NAME REGISTRATIONS

Domain Name	Expiration Date
ACIDBURNER.COM	2/1/2016
ACIDBURNERS.COM	2/1/2016
ACIDCIGAR.COM	2/1/2015
ACIDCIGARS.COM	2/1/2015
ACIDCUBA.COM	2/1/2015
ACIDDONK.COM	2/1/2015
ACIDGFRESH.COM	2/1/2018
ACIDHOOKAH.COM	2/1/2015
ACIDSHISHA.COM	2/1/2015
ACIDTIPS.COM	2/1/2015
AMSTERDAMBLUNTS.COM	2/1/2016
BREWESTATE.COM	2/1/2015
CHATEAUREAL.COM	2/1/2015
CIGARDELICIOSO.COM	2/1/2015
CIGARSAFARI.COM	2/1/2016
CIGARSDELICIOSO.COM	2/1/2015
CIGARSTRADICION.COM	2/1/2015
CIGARTRADICION.COM	2/1/2015
COFFEEINFUSEDICIGARS.COM	2/1/2016
DE4L.NET	5/2/2015
DE4L.TV	9/19/2014
DE4L.US	9/18/2014
DE4LIFE.CO	9/18/2014
DE4LIFE.COM	9/19/2014
DE4LIFE.INFO	9/19/2014
DE4LIFE.NET	9/19/2014
DEDIPLOMAT.COM	11/20/2014
DEDIPLOMATS.COM	11/20/2014
DEINTERIMSITE.COM	3/28/2015
DESOLUTIONLAB.COM	7/24/2016
DESWAGATORIUM.COM	8/15/2018
DREWDIPLOMAT.COM	11/20/2014
DREWDIPLOMATS.COM	1/12/2018
DREWESTATE.COM	2/1/2020
DREWESTATE.NET	2/1/2015
DREWESTATEARMY.COM	3/12/2015
DREWESTATEARMY.INFO	3/12/2015
DREWESTATEARMY.NET	3/12/2015
DREWESTATEARMY.ORG	3/12/2015
DREWESTATECHARITIES.COM	6/27/2016
DREWESTATECHARITIES.ORG	11/8/2014
DREWESTATEDIPLOMAT.COM	11/20/2014
DREWESTATEDIPLOMATS.COM	11/20/2014
DREWESTATENICA.COM	2/1/2017
DREWESTATES.COM	2/1/2015

Domain Name	Expiration Date
DREWESTATESSUCKS.COM	2/1/2015
DREWESTATESUCKS.COM	2/1/2016
DREWESTATETOBACCO.COM	2/1/2015
DREWSUBCULTURE.COM	2/1/2015
DREWSUBCULTURE.NET	2/1/2016
FROMUNDERTHEBRIDGE.COM	2/1/2020
G-FRESHCIGAR.COM	2/1/2015
G-FRESHCIGARS.COM	2/1/2015
GFRESHCIGAR.COM	2/1/2015
GFRESHCIGARS.COM	2/1/2015
GOTGFRESH.COM	2/1/2015
HALFASANDWICHLLC.COM	2/1/2017
HEAVENCIGAR.COM	7/8/2015
HEAVENCIGAR.BIZ	8/13/2016
HEAVENCIGAR.CO	8/13/2016
HEAVENCIGAR.NET	8/14/2016
HEAVENCIGAR.US	8/13/2016
HEAVENLYCIGAR.COM	8/14/2016
HEAVENLYCIGAR.ORG	8/14/2016
HOMEGROWNCIGARS.COM	2/1/2015
HOOKAHCIGARS.COM	2/1/2017
IHATEDREWESTATE.COM	2/1/2015
IHATEDREWESTATES.COM	2/1/2015
INDUSTRIALPRESSCIGARS.COM	2/1/2015
ISLADELSOLCIGARS.COM	2/1/2016
JAVACIGARS.COM	2/1/2016
JDNCIGARS.COM	2/1/2015
KENTUCKYBARNSMOKER.COM	7/11/2015
KENTUCKYFIRECURED.COM	8/23/2018
KUBACIGAR.COM	2/1/2015
KUBACIGARS.COM	2/1/2015
LAVIEJAHABANA.COM	2/1/2016
LIGAPRIVADA.COM	2/1/2015
LORENZOBRIONES.COM	2/1/2015
MADURODELNORTE.COM	2/1/2015
MADURODELNORTE.COM	2/1/2015
MYORGACOFFECIGARS.COM	2/1/2016
MYUZIWEIGHSATON.COM	2/1/2015
NATURALCIGAR.COM	2/1/2015
NATURALCIGARS.COM	2/1/2015
NICARAGUACIGAR.COM	2/1/2015
NICARAGUACIGARS.COM	2/1/2015
NICARAGUANCIGARS.COM	2/1/2015
REBIRTHOFCIGARS.COM	2/1/2017
SHEWESTATE.COM	2/1/2015
SHOEESTATE.COM	2/1/2015
SOUTHERNFRIEDPIPESHOW.COM	7/16/2015
SUBCULTURECIGARS.COM	2/1/2015
SWAGATORIUM.COM	8/15/2018
TABAKESPECIAL.COM	2/1/2015
THEREBIRTHOFCIGARS.COM	2/1/2017
TSUGE.US	11/6/2014

Domain Name	Expiration Date
TSUGEPIPE.COM	11/6/2014
TSUGEPIPE.INFO	11/7/2014
TSUGEPIPE.NET	11/6/2014
TSUGEPIPE.ORG	11/7/2014
TSUGEPIPE.US	11/6/2014
TSUGEPIPES.CO	11/6/2014
TSUGEPIPES.COM	11/6/2014
TSUGEPIPES.INFO	11/7/2014
TSUGEPIPES.NET	11/6/2014
TSUGEPIPES.ORG	11/7/2014
TSUGEPIPES.US	11/6/2014

SCHEDULE I-3

PATENTS

TITLE	COUNTRY	Application #	Patent #
Elongated cigar	US	29/252,876	D-532,927
Multi-hinged Storage and Display Structure	US	29/238,686	D-549,451

SCHEDULE I-4

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{29912287;3}