

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326165

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHINA TOBACCO GUANGDONG INDUSTRIAL CO., LTD.		08/09/2013	COMPANY: CHINA
RECEIVING PARTY DATA			
Name:	CTBAT INTERNATIONAL CO. LIMITED		
Street Address:	979 King's Road, Island East		
Internal Address:	29th Floor, Oxford House, Taikoo Place,		
City:	Hong Kong		
State/Country:	HONG KONG		
Entity Type:	COMPANY: HONG KONG		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2685728	SHUANGXI	
Serial Number:	85834970	SHUANGXI	
CORRESPONDENCE DATA			
Fax Number:	2123101635		
<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:	212 626 4242		
Email:	nyctrademarks@bakermckenzie.com		
Correspondent Name:	Lindsey Utrata		
Address Line 1:	452 Fifth Avenue		
Address Line 2:	Baker & McKenzie LLP		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	39105778-000528		
NAME OF SUBMITTER:	Lindsey Utrata		
SIGNATURE:	/LU/		
DATE SIGNED:	12/15/2014		
Total Attachments: 2			
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TRADEMARK

ASSIGNMENT OF TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **China Tobacco Guangdong Industrial Co., Ltd**, a company organized under the laws of China having an address at **8th-16th Floor, No. 186, Linhexiheng Road, Tianhe, Guangzhou, China** ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, received from **CTBAT International Co. Limited**, a company organized under the laws of Hong Kong, having an address at **29th Floor, Oxford House, Taikoo Place, 979 King's Road, Island East, Hong Kong** ("Assignee"), pursuant to a certain Purchase and Sale Agreement entered into as of 9 August 2013 by and between **China Tobacco Guangdong Industrial Co., Ltd** on the one hand, and **CTBAT International Co. Limited** on the other", does hereby assign, transfer, deliver and set over to Assignee and Assignee's successors and assigns forever, and Assignee hereby acquires from Assignor, all of Assignor's right, title and interest in and to:

The U.S. trademarks, service marks, trade names, logos, insignias, designs and other proprietary interests therein, including, without limitation, all registrations and applications for registration therefor listed on Exhibit A hereto, together with the whole of the good will of the business associated therewith, (the "Trademarks")

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 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.

From and after the date hereof, Assignor shall, upon request and at the expense of Assignee, but without further consideration, do, execute, acknowledge, deliver and file, or shall cause to be done, executed, acknowledged, delivered and filed, all such further acts, deeds, transfers, conveyances, assignments or assurances as may be reasonably requested by Assignee to transfer, convey and assign to Assignee possession and use of the Trademarks to comply with all applicable legal requirements to effect such transfers, conveyances and assignments.

IN TESTIMONY WHEREOF, Assignor has caused these presents to be executed.

China Tobacco Guangdong Industrial Co., Ltd

By: _____

Name: *Cycle Woods*

Title: *Authorized Attorney*

17 November 2014

EXHIBIT A

Country (Region)	Specimen	Name	App. No.	Reg. No.	Application Category	Class	App. Date	Reg. Date	Status	Expiry Date
U.S.A.		SHUANG XI PAI XIANG YAN IN CHINESE & SHUANGXI & DEVICE	76/327,916	2685728	Single Application	34	2001/10/19	2003/02/11	Registered	2023/02/11
U.S.A.	SHUANGXI	SHUANGXI	85834970	Not registered yet	Single Application	34	2013/01/29	Not registered yet	Pending	