

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331505

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K. Hansotia & Co. Inc.		12/16/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	The East India Company Holdings Pte, Ltd.		
Street Address:	150 Orchard Road		
Internal Address:	Orchard Plaza		
City:	Singapore		
State/Country:	SINGAPORE		
Postal Code:	238841		
Entity Type:	Limited company: SINGAPORE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4080628	EAST INDIA	
CORRESPONDENCE DATA			
Fax Number:	3124643111		
<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:	312-464-3100		
Email:	chicagopto@loeb.com		
Correspondent Name:	Douglas N. Masters		
Address Line 1:	321 N. Clark St., Suite 2300		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	218001-10002		
NAME OF SUBMITTER:	Douglas N. Masters		
SIGNATURE:	/Douglas N. Masters/		
DATE SIGNED:	02/09/2015		
Total Attachments: 5			
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UNITED STATES TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of the 16th day of December, 2014

BETWEEN

K. Hansotia & Co Inc., a Florida corporation with a principal place of business at 6600 Hiatus Road, Tamarac, Florida 33321 ("Assignor"),

AND

The East India Company Holdings Pte, Ltd., a Singapore limited company with a principal place of business at 150 Orchard Road, Orchard Plaza, 238841, Singapore 068902 ("Assignee").

Assignor and Assignee are collectively referred to as the "Parties."

RECITALS

WHEREAS, Assignor is the owner of all rights, title, and interest in and to U.S. Reg. No. 4,080,628 (the "Trademark") for the mark EAST INDIA covering goods described as:

*"jewelry, watches, and clocks; tie-clips and tie-pins" in Class 14,
"leather, leather and imitations of leather; goods made of leather, imitation leather and canvas, namely, backpacks, rucksacks, tote bags, carry-all bags, tool bags sold empty, garment bags for travel, wallets, key cases and wallets" in Class 18,
"clothing, namely, shirts, coats, jackets, hats, suits, bathing suits, sweaters, sweatshirts, and neckwear" in Class 25;*

WHEREAS, Assignor and Assignee have agreed to enter into, execute and deliver to each other that certain Settlement and Release Agreement dated as of even date herewith (the "Settlement Agreement"); and

WHEREAS, one of the conditions to the transactions contemplated under the Settlement Agreement is for the Parties to enter into, execute and deliver to each other this Assignment to effectuate an assignment and transfer by the Assignor to the Assignee of all of the Assignor's right, title, and interest in and to the Trademark, and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, and in consideration of the mutual promises, warranties, and covenants contained herein, the Parties hereby agree as set forth below.

TERMS OF ASSIGNMENT

I. Assignment. Assignor hereby sells, assigns, transfers, and conveys to Assignee with full title guarantee, and Assignee hereby accepts all rights, title, and interest in and to the Trademark,

together with all the goodwill of Assignor's business specifically associated with the Trademark as has been used or are intended to be or may be used.

2. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that Assignor is the sole and exclusive legal and beneficial owner of all, right, title, and interest to the Trademark, and Assignor has full right, power, authority, and capacity and approvals of any other third party necessary to execute and perform this Assignment, which, to its knowledge, shall not be against any enforceable and effective laws or contracts. The Assignor further represents and warrants to Assignee that it is not aware of any encumbrances, liens or claims with any other right, title, or interest of any third party against the Trademark, nor has the Assignor encumbered, pledged, hypothecated, assigned, transferred or otherwise conveyed the Trademark in any manner to any person or entity.

3. Covenant. Assignee shall not cancel, allow to cancel or lapse, or assign, transfer, convey, mortgage, pledge, hypothecate, or otherwise dispose of the Trademark at any time prior to making indefeasible full payment to Assignor of the agreed monetary consideration referred to in the Settlement Agreement when due thereunder. Notwithstanding the foregoing limitation, Assignee shall have the right to license the Trademark only to its affiliate, The East India Company Cigars Limited, a United Kingdom limited company with a principal place of business 7-8 Conduit Street, London W1S2XF, United Kingdom during such time period.

4. Governing Law and Venue. This Assignment and any actions arising out of this Assignment shall be governed by the laws of the United States of America and the State of Florida, without regard to the conflicts of law principles, and the federal and state courts located in Broward County, Florida have exclusive jurisdiction and venue over any disputes arising out of, related to or in connection with this Assignment. Service of process of any court papers may be effected on such Party or their respective counsel by any method for notice, as provided in this Assignment, or in such other manner as may be provided under applicable laws, rules of procedure or local rules. In the event of a lawsuit or proceeding between the parties, the non-prevailing party will pay or reimburse, as the case may be, the expenses and costs, including court costs and reasonable attorneys' fees, of the prevailing party to receive a binding, non-appealable final judgment from a court of competent jurisdiction.

5. Notices. Any notices that are provided pursuant to this Assignment or in connection with any related agreement shall be provided in writing via both electronic mail and either facsimile, overnight mail or certified mail to the other Party as follows:

To Assignor:

Name K. Hansotia & Co., Inc.
Address 6600 Hiatus Road, Tamarac, Florida 33321
Telephone 1 (305) 593-2254
Email kaizad@gurkhacigars.com

with a copy to its counsel:

Name GrayRobinson, P.A.
Address 1221 Brickell Avenue, Suite 1600, Miami, Florida 33131
Attention Milton Vescovacci, Esq.
Telephone 1 (305) 416-6880
Email milton.vescovacci@gray-robinson.com

To Assignee:

Name The East India Company Holdings Pte, Ltd.
Address 150 Orchard Road, Orchard Plaza, 238841, Singapore 068902
Attention Sanjiv Mehta, Chief Executive Officer
Telephone 44 (0) 20 3205 3380
Email sanjiv.mehta@theeastindiacompany.com

with a copy to its counsel:

Name Brown, PC
Address 200 Crescent Court, Suite 450, Dallas, Texas 75201
Attention Roxanne Edwards, Esq.
Telephone 1 (214) 612-7802
Email Roxanne.Edwards@brown-iplaw.com

or to such other contact information provided from time to time by the Parties.

6. Counterparts. 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 taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document. However, an original of the counterpart signatures shall be required from each of the Parties.

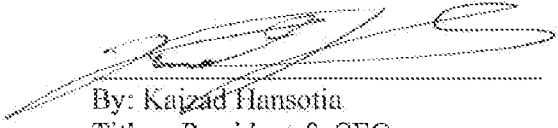
7. Binding Effect. This Assignment shall be binding and inure to the benefit of the Parties and their respective successors and assigns.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR

K. Hansotia & Co Inc.



By: Kaizad Hansotia
Title: President & CEO

ASSIGNEE

The East India Company Holdings Pte, Ltd.

By: Sanjiv Mehta
Title: Chairman

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

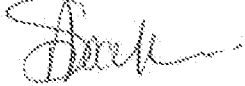
ASSIGNOR

K. Hansotia & Co Inc.

.....
By: Kaizad Hansotia
Title: President & CEO

ASSIGNEE

The East India Company Holdings Pte, Ltd.


.....
By: ~~Sanjay Mehta~~ ARVIND L. WALIA
Title: ~~Chairman~~ AUTHORIZED SIGNATORY