

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM335468

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Social Smoke, Inc.		01/01/2015	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SS IP Holdings, LLC		
<b>Street Address:</b>	1200 Ave H E		
<b>City:</b>	Arlington		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76011		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4085608	ARABIAN NIGHTS	
<b>Registration Number:</b>	4266080	BAJA BLUE	
<b>Registration Number:</b>	4081683	BLUEBERRY XTREME	
<b>Registration Number:</b>	3841130	BLUSH	
<b>Registration Number:</b>	3939660	BUZZSAW	
<b>Registration Number:</b>	4081684	CINAMINT	
<b>Registration Number:</b>	4081695	CINNAMINT	
<b>Registration Number:</b>	3841131	CLIFFHANGER	
<b>Registration Number:</b>	3841132	DROPZONE	
<b>Registration Number:</b>	4081685	GIGAWATT	
<b>Registration Number:</b>	4264252	HONEYPOT	
<b>Registration Number:</b>	4484804		
<b>Registration Number:</b>	4081688	MOBSTER	
<b>Registration Number:</b>	4312163	PANDORA'S BOX	
<b>Serial Number:</b>	86227060	PISTACHIO BREEZE	
<b>Registration Number:</b>	3841134	POTION #9	
<b>Registration Number:</b>	3387451	RED KASTLE	
<b>Registration Number:</b>	4296756	SEX PANTHER	
<b>Registration Number:</b>	4081686	SIMPLY APPLE	

OP \$690.00 4085608

Property Type	Number	Word Mark
Registration Number:	3148017	SOCIAL SMOKE
Serial Number:	86498711	SS
Registration Number:	4081687	TANGERINE RUSH
Registration Number:	3841135	TIGER'S BLOOD
Registration Number:	3841136	TIGHTROPE
Registration Number:	3841138	TRICKSHOT
Registration Number:	3841139	TWISTED
Registration Number:	4294660	VEGAS BOMB

**CORRESPONDENCE DATA**

Fax Number: 8886497733  
*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.*  
Phone: 215-658-1890  
Email: akatz@belleskatz.com  
Correspondent Name: Andrew B. Katz  
Address Line 1: 721 Dresher Road, Suite 1100  
Address Line 4: Horsham, PENNSYLVANIA 19044

ATTORNEY DOCKET NUMBER:	SS IP
NAME OF SUBMITTER:	Andrew B. Katz
SIGNATURE:	/Andrew B. Katz/
DATE SIGNED:	03/18/2015

**Total Attachments: 3**  
source=IP Assignment SS to SS IP Holdings - Redacted#page1.tif  
source=IP Assignment SS to SS IP Holdings - Redacted#page2.tif  
source=IP Assignment SS to SS IP Holdings - Redacted#page3.tif

**ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS  
OF  
SOCIAL SMOKE, INC.**

1. SOCIAL SMOKE, INC., a Texas corporation (“Assignor”), in consideration of [REDACTED] being comprised entirely of cash and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, hereby conveys, transfers, sells and assigns (this “Assignment”) to SS IP HOLDINGS, LLC, a Texas limited liability company (“Assignee”), all intellectual property assets owned, leased, rented, used by or useful to, the Assignor in its business consisting of marketing and selling hookahs, hookah accessories and paraphernalia and tobacco, including but not limited to all intangible assets, all intellectual property, copyrights, trademarks, patents, proprietary know how and formulas and practices, of whatsoever kind and wheresoever located (the “Assigned Interest”).

2. In further consideration of the foregoing, Assignor makes the following representations and warranties to Assignee:

(a) Assignor is the legal holder of the Assigned Interest and has good title thereto free and clear of all liens, encumbrances, claims, covenants, conditions, and restrictions other than those contained in any law applicable to the Assignor and the transfer of the Assigned Interest.

(b) Assignor has the legal power, right, and authority to enter into this Assignment and to consummate the transactions contemplated hereby.

(c) All requisite action has been taken by Assignor in connection with the entering into of this Assignment and the consummation of the transactions contemplated hereby, and no consent of any creditor, investor, judicial or administrative body, governmental authority, or any other person not already obtained is required to be obtained by Assignor to consummate the transactions contemplated hereby.

(d) This Assignment is a valid, legally binding obligation of Assignor, enforceable against Assignor in accordance with its terms, subject only to applicable bankruptcy and insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

(e) Neither the execution or delivery of this Assignment by Assignor nor the consummation by Assignor of the transactions herein contemplated conflicts with or results in the material breach of any terms, conditions, or provisions of or constitutes a default under any bond, note, or other evidence of

indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which Assignor is a party.

All of the above representations and warranties shall survive the execution and delivery of this Assignment.

3. Assignor hereby covenants that Assignor will, at any time and from time to time, upon written request therefore, execute and deliver to Assignee or Assignee's successors, nominees, and assigns, any new or confirmatory instruments which Assignee or Assignee's successors, nominees, and assigns may reasonably request in order to fully assign and transfer to and vest in Assignee or Assignee's successors, nominees, and assigns and to protect Assignee's or Assignee's successors', nominees' and assigns' right, title, and interest in and to the Assigned Interest or to otherwise realize upon or enjoy such rights in and to the Assigned Interest.

4. Assignee accepts the Assigned Interest from Assignor.

5. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs, and legatees of all the respective parties hereto.

6. This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes, and all of which when taken together shall constitute a single counterpart instrument. Executed signature pages to any counterpart instrument may be detached and affixed to a single counterpart, with such single counterpart with multiple executed signature pages affixed thereto constituting the original counterpart instrument. All of those counterpart pages shall be read as though one, and they shall have the same force and effect as if all the signers had executed a single signature page.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This Assignment is effective as of the 1st day of January, 2015.


ASSIGNOR

SOCIAL SMOKE, INC.,  
a Texas corporation

By:   
Ali S. Nadimi, Vice President

ASSIGNEE

SS IP HOLDINGS, LLC, a Texas limited  
liability company

By:   
Ali S. Nadimi, Vice President