

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. FLUE-CURED TOBACCO GROWERS, INC.		03/27/2015	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	PREMIER MANUFACTURING, INC.		
Street Address:	17998 Chesterfield Airport Road		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63005		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4150539	PASSPORT	
Registration Number:	3163822	FACT	
Registration Number:	3214015	CRESTON	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	314-259-2000		
Email:	bcipdocketing@bryancave.com		
Correspondent Name:	Matthew G. Minder		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102-2750		
ATTORNEY DOCKET NUMBER:	C081710/0369005		
NAME OF SUBMITTER:	Matthew G. Minder		
SIGNATURE:	/Matthew G. Minder/		
DATE SIGNED:	04/02/2015		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made as of March 27, 2015 ("Effective Date") by and between U.S. Flue-Cured Tobacco Growers, Inc. ("Assignor") and Premier Manufacturing, Inc. ("Assignee").

RECITALS

(A) Assignor owns all right, title, and interest in, to, and under (i) the trademark PASSPORT as used in the United States ("U.S.") in connection with cigarettes and cigars, including without limitation (1) U.S. Reg. Appln. No. 77-833,170, filed on September 23, 2009 ("the '170 Application"); (2) U.S. Reg. No. 4,150,539, which issued from the '170 Application on May 29, 2012; (3) all U.S. common law rights in such trademark; (4) all goodwill in the U.S. associated therewith and symbolized thereby and (5) any and all renewals and extensions of any of the foregoing in clause (i) that may hereafter be secured, but only to the extent secured under the laws now or hereafter in effect in the U.S.; (ii) the trademark FACT as used in the U.S. in connection with cigarettes, including without limitation (1) U.S. Reg. Appln. No. 78-552,487, filed on January 24, 2005 ("the '487 Application"); (2) U.S. Reg. No. 3,163,822, which issued from the '487 Application on October 24, 2006; (3) all U.S. common law rights in such trademark; (4) all goodwill in the U.S. associated therewith and symbolized thereby and (5) any and all renewals and extensions of any of the foregoing in clause (ii) that may hereafter be secured, but only to the extent secured under the laws now or hereafter in effect in the U.S.; and (iii) the trademark CRESTON as used in the U.S. in connection with cigarettes, including without limitation (1) U.S. Reg. Appln. No. 78-597,116, filed on March 29, 2005 ("the '116 Application"); (2) U.S. Reg. No. 3,214,015, which issued from the '116 Application on February 27, 2007; (3) all U.S. common law rights in such trademark; (4) all goodwill in the U.S. associated therewith and symbolized thereby; and (5) any and all renewals and extensions of any of the foregoing in clause (iii) that may hereafter be secured, but only to the extent secured under the laws now or hereafter in effect in the U.S. (all the foregoing right, title, and interest in this Section (A), collectively, the "Marks"); provided, however, that in no event shall any right, title, or interest in Marks include any right, title, or interest outside the U.S.

(B) Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, the Marks in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration given by Assignee, the receipt of which is hereby acknowledged by Assignor,

(a) Assignor does hereby irrevocably and unconditionally transfer and assign to Assignee, and Assignee hereby accepts such transfer and assignment of, (i) all of Assignor's right, title and interest in, to, and under the Marks; (ii) all claims and causes of action for damages and other relief by Assignor by reason of all past and future infringements, dilutions, and other violations of any and all rights under such Marks along with Assignor's right to sue under such claims and to collect and enjoy damages, benefits, and other remedies resulting therefrom; and (iii) all royalties or other payments arising out of or relating to the grant of licenses or similar rights under such Marks, all the foregoing to be held and enjoyed by Assignee, its successors and assigns from and after the Effective Date as fully and entirely as the same would have been held and enjoyed by Assignor had this Agreement not been made.

(b) Assignor agrees to assist Assignee by executing such other instruments and taking such other actions as reasonably requested by Assignee to vest sole and exclusive ownership of the Marks in Assignee's name and to otherwise give full effect to the rights granted to Assignee hereunder.

(c) Assignor hereby authorizes and requests the Director of the U.S. Patent and Trademark Office to issue any registrations arising from any registration applications included in the Marks to Assignee for its sole use and advantage; and for the use and advantage of its legal representatives and assigns, to the full end of the term, and any extensions, thereof, for which such registrations may be granted, as fully and entirely as the same would have been held by Assignor had this Agreement not been made.

Assignor hereby authorizes Assignee to file this Agreement and any other documents relating thereto with the U.S. Patent and Trademark Office for purposes of having the Agreement recorded therein and to place sole and exclusive right, title, and interest in and to such Marks in the name of Assignee.

This Agreement shall be effective as of the Effective Date.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Agreement on the respective dates set forth below.

U.S. FLUE-CURED TOBACCO GROWERS, INC.

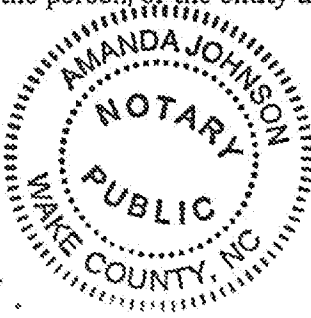
By: Ronald H. Morgan
Title: President

Date: March 27, 2015

State of North Carolina)
)
County of Wake) ss.:

On this 27th day of March, 2015, before me, Amanda Johnson, personally appeared Ronald H. Morgan, who is President of U.S. Flue-Cured Tobacco Growers, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.
Amanda Johnson
Notary Public



My commission expires 11-24-2018.

PREMIER MANUFACTURING, INC.

By: Stuart D. Thompson

Title: Chief Executive Officer

Date: March 27, 2015

State of North Carolina)
) ss.:
County of Wake)

On this 27th day of March, 2015, before me, Amanda Johnson, personally appeared Stuart D. Thompson, who is Chief Executive Officer of Premier Manufacturing, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Amanda Johnson
Notary Public

My commission
expires: 11-24-2018.

