# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350625

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|---|---|
| **SUBMISSION TYPE:** | RESUBMISSION |
| **NATURE OF CONVEYANCE:** | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| **RESUBMIT DOCUMENT ID:** | 900328854 |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Lorillard Licensing Company, LLC | | 06/12/2015 | LIMITED LIABILITY COMPANY: NORTH CAROLINA |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | ITG Brands, LLC |
| **Street Address:** | 714 Green Valley Road |
| **City:** | Greensboro |
| **State/Country:** | NORTH CAROLINA |
| **Postal Code:** | 27408 |
| **Entity Type:** | LIMITED LIABILITY COMPANY: TEXAS |

**PROPERTY NUMBERS Total: 9**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 1196410 | MAVERICK |
| **Registration Number:** | 4018998 | AMERICAN QUALITY MAVERICK CIGARETTES |
| **Registration Number:** | 4028259 | AMERICAN QUALITY MAVERICK CIGARETTES |
| **Registration Number:** | 4015899 | AMERICAN QUALITY MAVERICK CIGARETTES |
| **Registration Number:** | 4028261 | AMERICAN QUALITY MAVERICK CIGARETTES |
| **Registration Number:** | 4028262 | AMERICAN QUALITY MAVERICK CIGARETTES |
| **Registration Number:** | 4028263 | AMERICAN QUALITY MAVERICK CIGARETTES |
| **Registration Number:** | 4093328 | |
| **Registration Number:** | 4090117 | |

**CORRESPONDENCE DATA**

**Fax Number:** 2029068669

***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:** 202.906.8618
**Email:** ipmail@dykema.com
**Correspondent Name:** Eric T. Fingerhut
**Address Line 1:** 1300 I St., NW, Suite 300 West

| | |
|---|---|
| **Address Line 4:** | Washington, D.C. 20005 |
| **ATTORNEY DOCKET NUMBER:** | 065887-0003 |
| **NAME OF SUBMITTER:** | Eric T. Fingerhut |
| **SIGNATURE:** | /eric t. fingerhut/ |
| **DATE SIGNED:** | 08/06/2015 |

**Total Attachments: 29**

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*EXECUTION VERSION*

# INTELLECTUAL PROPERTY ASSIGNMENT (NON-BLU BRAND)

**DATED June 12, 2015**

**REYNOLDS AMERICAN INC.,**
**the RAI ASSET OWNERS and**
**the LORILLARD ASSET OWNERS**

**and**

**ITG BRANDS, LLC**



TRADEMARK
REEL: 005595 FRAME: 0426

**THIS ASSIGNMENT** is dated June 12, 2015

**BETWEEN**:

(1) **REYNOLDS AMERICAN INC.** a North Carolina corporation (**RAI**), and the RAI Asset Owners and Lorillard Asset Owners listed in Schedule 1 hereto (each of such RAI Asset Owners and Lorillard Asset Owners an **Assignor** and collectively **Assignors**); and

(2) **ITG BRANDS, LLC** (formerly known as Lignum-2, L.L.C.), a Texas limited liability company (**Assignee**).

BACKGROUND

(A) One or more Assignors is the proprietor of each of the Transferred IP Assets.

(B) As part of an agreement dated July 15, 2014, between, among others, RAI and Assignee (the **Sale Agreement**) RAI agreed to transfer or cause to be transferred all of Assignors' right, title and interest in and to the Transferred IP Assets to Assignee.

(C) The parties now wish to give full effect to such transfer by entering into this assignment.

**NOW, THEREFORE**, in consideration for the premises and mutual covenants, representations, warranties and agreements hereinafter set forth, Assignors and Assignee hereby agree as follows:

## 1. INTERPRETATION

1.1 In this assignment:

**Affiliate** means, with respect to any specified person, any other person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified person. Notwithstanding anything herein to the contrary, none of BAT or any of its Affiliates or Subsidiaries will be considered an Affiliate of RAI or any of its Subsidiaries, and neither RAI nor any of its Subsidiaries will be considered an Affiliate of any of the foregoing;

**Assigned Rights** means:

(a) the Intellectual Property listed in Schedule 2; and

(b) any other Lorillard Brands Intellectual Property and RAI Brands Intellectual Property, other than the blu Brand Intellectual Property;

**blu Brand** means the "e-vapor" brand known as blu and the brand known as SkyCig;

**blu Brand Business** means (a) the manufacture, distribution, development, research, marketing, advertising, sale and service relating to electronic cigarettes, any component parts of electronic cigarettes or the packaging of electronic cigarettes and any electronic cigarette accessories under the blu Brand and (b) the design, supply, advertising, marketing and sale of electronic cigarettes under the SkyCig brand;

**blu Brand Intellectual Property** means Lorillard Brands Intellectual Property related to the blu Brand;

**Brands** means the (i) Lorillard Brands, other than the blu Brand, and (ii) the RAI Brands;





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**Intellectual Property** means all of the following whether arising under the Laws of the United States or of any other jurisdiction: (a) patents, patent applications (including patents issued thereon), patentable inventions, design patents and industrial designs, and statutory invention registrations, including reissues, divisions, continuations, continuations in part, extensions and reexaminations thereof, all rights therein provided by international treaties or conventions, (b) registered and unregistered trademarks, service marks, trade names, service names, trade dress, logos, slogans, domain names, and designs and other identifiers of same, including all goodwill associated therewith, and any and all common law rights, and registrations and applications for registration thereof, all rights therein provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing (**Trademarks**), (c) registered and material unregistered copyrights and copyright applications, copyrightable works, copyrights, moral rights, mask work rights, database rights and design rights, in each case, whether or not registered, and registrations and applications for registration thereof, and all rights therein provided by international treaties or conventions, and (d) confidential and proprietary information (including trade secrets, processes, know-how, ideas, discoveries, creations, inventions and improvements (whether patentable or unpatentable and whether or not reduced to practice), research and development, formulas, algorithms, recipes for product, compositions, manufacturing and production processes and techniques, methods, procedures, schematics, technology, technical data, designs, drawings, flowcharts, block diagrams, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals), but excluding Software and all copyrights and other rights therein;

**Lorillard Asset Owners** means those entities listed in Schedule 1 as Lorillard Asset Owners;

**Lorillard Brands** means the tobacco cigarette brand known as Maverick and "e-vapor" brand known as blu (including SkyCig);

**Lorillard Brands Intellectual Property** means, collectively, all (i) Intellectual Property that is owned by any of the Lorillard Asset Owners and that is used exclusively in or is exclusively related to, or arising, directly or indirectly, exclusively out of the operation of the blu Brand Business or the business related to the Maverick Brand and (ii) Trademarks exclusively related to the Lorillard Brands;

**RAI Asset Owners** means those entities listed in Schedule 1 as RAI Asset Owners;

**RAI Brands** means the tobacco cigarette brands known as Winston, KOOL, [Doral] and Salem; and

**RAI Brands Intellectual Property** means, collectively, all (i) Intellectual Property that is owned by any of the RAI Asset Owners and that is used exclusively in or exclusively related to, or arising, directly or indirectly, exclusively out of the business related to the RAI Brands, (ii) Trademarks exclusively related to the RAI Brands and (iii) Intellectual Property owned by any of the RAI Asset Owners in all current product specifications for tobacco cigarettes marketed under the RAI Brands.

1.2 Capitalized terms not defined in this assignment have the meaning given to them in the Sale Agreement.

## 2. ASSIGNMENT AND TRANSFER

2.1 Pursuant to the terms of the Sale Agreement, as of the date hereof, each Assignor hereby assigns, transfers and conveys to Assignee all of such Assignor's right, title and interest in and to the following (**Transferred IP Assets**):

(a) the Assigned Rights;

(b) all goodwill attaching to any Trademarks that constitute Assigned Rights;



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(c) all goodwill in respect of, or arising, directly or indirectly, primarily out of the sale and marketing of the Brands.

2.2 This assignment includes all rights and benefits relating to the Assigned Rights including (without limitation) the right of Assignee to bring action and claim relief in respect of any infringement or unauthorized use of the Assigned Rights whether occurring before, on, or after the date of this assignment.

2.3 This assignment includes the right (where applicable) to file applications under the Paris Convention, corresponding to or based on any of the applications for Trademarks assigned under this assignment, and to claim priority from those applications.

2.5 This assignment is without prejudice to Sections 2.02 and 6.12 of the Sale Agreement.

2.6 At the request of Assignee, Assignors agree to sign any documents and to do all other things reasonably necessary to give effect to this assignment as soon as reasonably practicable including to enable Assignee to fulfill all relevant national registry requirements for the recordal of the assignment of the Assigned Rights at those registries.

2.7 Without prejudice to Section 2.6 above, each applicable Assignor shall at the request of Assignee:

(a) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable domain name registrar (the **Registering Authority**) for each domain name registration held by such Assignor and included in the Assigned Rights;

(b) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority; and

(c) take any further actions in accordance with the policies and rules of the Registering Authority as required to transfer such domain names registrations to Assignee within a reasonable time period.

2.8 Assignors authorize and request the Commissioner of Patents and Trademarks of the United States, and the equivalent governmental authorities in any other jurisdiction applicable to the Assigned Rights to record this assignment.



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## 7. NOTICES

All notices, requests, claims, demands and other communications under this assignment shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7):





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REEL: 005595 FRAME: 0430

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C]

[Signature Page Follows]

This assignment has been signed on behalf of the parties by their duly authorized representatives on the date which appears first on page 1.

SIGNED by [McDara P. Folan, III, SVP, Deputy General Counsel & Secretary ] )
for **REYNOLDS AMERICAN INC.** ) .....

SIGNED by [Martin L. Holton III, EVP & General Counsel ]
for **R.J. REYNOLDS TOBACCO COMPANY** ) .....

SIGNED by [David A. Shirley, President ] )
for **REYNOLDS INNOVATIONS INC.** ) .....

SIGNED by [Michael P. Auger, President ] )
for **R.J. REYNOLDS TOBACCO (CI), CO.** ) .....

SIGNED by [McDara P. Folan, III, SVP, Deputy General Counsel & Secretary ] )
for **RAI SERVICES COMPANY** ) .....

SIGNED by [McDara P. Folan, III, President ] )
for **LORILLARD TOBACCO COMPANY** ) .....

SIGNED by [David A. Shirley, President ] )
for **LORILLARD LICENSING COMPANY LLC** ) .....

SIGNED by [McDara P. Folan, III, President ] )
for **LORILLARD SMOKELESS TOBACCO COMPANY** ) .....

SIGNED by [ ] )
for **ITG BRANDS, LLC** ) .....

[Signature Page to Intellectual Property Assignment (Non-blu Brand)]

This assignment has been signed on behalf of the parties by their duly authorized representatives on the date which appears first on page 1.

SIGNED by [ ] )
for **REYNOLDS AMERICAN INC.** ) .....

SIGNED by [ ] )
for **R.J. REYNOLDS TOBACCO COMPANY** ) .....

SIGNED by [ ] )
for **REYNOLDS INNOVATIONS INC.** ) .....

SIGNED by [ ] )
for **R.J. REYNOLDS TOBACCO (CI), CO.** ) .....

SIGNED by [ ] )
for **RAI SERVICES COMPANY** ) .....

SIGNED by [ ] )
for **LORILLARD TOBACCO COMPANY** ) .....

SIGNED by [ ] )
for **LORILLARD LICENSING COMPANY LLC** ) .....

SIGNED by [ ] )
for **LORILLARD SMOKELESS TOBACCO COMPANY** ) .....

SIGNED by [ Rob Wilkey ] )
for **ITG BRANDS, LLC** ) .....



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## SCHEDULE 1

**RAI Asset Owners**
R.J. Reynolds Tobacco Company
Reynolds Innovations Inc.
R.J. Reynolds Tobacco (CI), Co.
RAI Services Company

**Lorillard Asset Owners**
Lorillard Tobacco Company
Lorillard Licensing Company, Inc.
Lorillard Smokeless Tobacco Company



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**SCHEDULE 2**

**(b) Trademarks.**

RAI Brands

| Country | Trademark | Reg. No/Date | App. No./Date | Owner | Status |
|---|---|---|---|---|---|
| United States | | 2617994<br>9-10-2002 | 76/323075<br>10-9-2001 | Reynolds Innovations Inc. | Registered |
| United States | | 2578658<br>6-11-2002 | 76/322529<br>10-9-2001 | Reynolds Innovations Inc. | Registered |
| United States | KOOL | 0508538<br>4-12-1949 | 71/542076<br>11-24-1947 | Reynolds Innovations Inc. | Registered |
| United States | KOOL | 2218589<br>1-19-1999 | 75/371326<br>10-10-1997 | Reynolds Innovations Inc. | Registered |
| United States | KOOL | 0747482<br>4-2-1963 | 72/148295<br>7-3-1962 | Reynolds Innovations Inc. | Registered |
| United States | SALEM | 0637365<br>11-20-1956 | 72/005321<br>3-27-1956 | Reynolds Innovations Inc. | Registered |
| United States | | 1374142<br>12-3-1985 | 73/524820<br>3-4-1985 | Reynolds Innovations Inc. | Registered |



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| Country | Trademark | Reg. No/Date | App. No./Date | Owner | Status |
|---|---|---|---|---|---|
| United States | | 3486051<br>8-12-2008 | 77/271130<br>9-4-2007 | Reynolds Innovations Inc. | Registered |
| United States | | 3279801<br>8-14-2007 | 78/903762<br>6-8-2006 | Reynolds Innovations Inc. | Registered |
| United States | | 1030233<br>1-13-1976 | 73/045255<br>2-26-1975 | Reynolds Innovations Inc. | Registered |
| United States | | 2330639<br>3-21-2000 | 75/373682<br>10-15-1997 | Reynolds Innovations Inc. | Registered |
| United States | Winston | 0636355<br>10-30-1956 | 71/661117<br>2-17-1954 | Reynolds Innovations Inc. | Registered |
| United States | | 1303026<br>10-30-1984 | 73/446502<br>10-3-1983 | Reynolds Innovations Inc. | Registered |
| United States | | 3558911<br>1-6-2009 | 77/449278<br>4-16-2008 | Reynolds Innovations Inc. | Registered |
| United States | XL | 3341829<br>11-20-2007 | 78/860138<br>4-12-2006 | Reynolds Innovations Inc. | Registered |
| Puerto Rico | Winston Offshore Cup Stylized and Design I | 069476<br>3-2-2006 | None<br>3-2-2006 | R.J. Reynolds Tobacco (CI), Co. | Registered |
| Puerto Rico | SALEM | 23992<br>11-4-1982 | 23992<br>10-6-1981 | R.J. Reynolds Tobacco, Co. | Registered |
| Puerto Rico | Salem Picture Package | 9903<br>10-9-1956 | None<br>None | R.J. Reynolds Tobacco, Co. | Registered |
| Puerto Rico | Winston and Label Design II Color | 23617<br>11-4-1982 | 23617<br>3-31-1981 | R.J. Reynolds Tobacco, Co. | Registered |





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| Country | Trademark | Reg. No/Date | App. No./Date | Owner | Status |
|---|---|---|---|---|---|
| Puerto Rico | Winston and Label Design IV Color | 23615<br><br>11-4-1982 | 23615<br><br>3-31-1981 | R.J. Reynolds Tobacco, Co. | Registered |
| Puerto Rico | Winston | 23614<br><br>11-4-1982 | 23614<br><br>3-31-1981 | R.J. Reynolds Tobacco, Co. | Registered |

Lorillard Brands

| Country | Mark | Reg. No./ Date | App. No./ Date | Owner | Status |
|---|---|---|---|---|---|
| United States | MAVERICK | 1196410<br><br>5/25/1982 | 73/291868<br><br>1/5/1981 | Lorillard Licensing Company, LLC | Registered |
| United States | | 4,018,998<br><br>8/30/2011 | 85/229,727<br><br>1/31/2011 | Lorillard Licensing Company, LLC | Registered |
| United States | | 4,028,259<br><br>9/20/2011 | 85/230,833<br><br>2/1/2011 | Lorillard Licensing Company, LLC | Registered |
| United States | | 4,015,899<br><br>8/23/2011 | 85/230,846<br><br>2/1/2011 | Lorillard Licensing Company, LLC | Registered |
| United States | | 4,028,261<br><br>9/20/2011 | 85/230,859<br><br>2/1/2011 | Lorillard Licensing Company, LLC | Registered |
| United States | | 4,028,262<br><br>9/20/2011 | 85/230,870<br><br>2/1/2011 | Lorillard Licensing Company, LLC | Registered |
| United States | | 4,028,263<br><br>9/20/2011 | 85/230,881<br><br>2/1/2011 | Lorillard Licensing Company, LLC | Registered |
| United States | | 4,093,328<br><br>1/31/2012 | 85/289,173<br><br>4/7/2011 | Lorillard Licensing Company, LLC | Registered |

| Country | Mark | Reg. No./ Date | App. No./ Date | Owner | Status |
|---|---|---|---|---|---|
| United States | | 4,090,117<br><br>1/24/2012 | 85/289,200<br><br>4/7/2011 | Lorillard Licensing Company, LLC | Registered |
| China | MAVERICK | 176185 | 176185<br><br>2/9/1982 | Lorillard Licensing Company, LLC | Registered |

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