

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
John Player & Sons Limited		08/31/2015	Private Limited Company: IRELAND
RECEIVING PARTY DATA			
Name:	Mac Baren Tobacco Company A/S		
Street Address:	Porthusvej 100		
City:	Svendborg		
State/Country:	DENMARK		
Postal Code:	DK-5700		
Entity Type:	Joint Stock Company: DENMARK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2466864	AMPHORA	
CORRESPONDENCE DATA			
Fax Number:	2052445714		
<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:	205-458-5284		
Email:	ivincent@burr.com		
Correspondent Name:	India E. Vincent		
Address Line 1:	420 North 20th Street		
Address Line 2:	Suite 3400		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	0028733.0000001		
NAME OF SUBMITTER:	India E. Vincent		
SIGNATURE:	/india e vincent/		
DATE SIGNED:	05/03/2016		
Total Attachments: 5			
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EXECUTION VERSION

INTELLECTUAL PROPERTY ASSIGNMENT

31 August, 2015

JOHN PLAYER & SONS LIMITED

and

MAC BAREN TOBACCO COMPANY A/S

ALLEN & OVERY

Allen & Overy LLP

0051667-0000335 CO:24738016.7

TRADEMARK
REEL: 005784 FRAME: 0477

THIS ASSIGNMENT AGREEMENT (Agreement) is dated 31 AUG 2015 2015;

BETWEEN:

- (1) **JOHN PLAYER & SONS LIMITED** (registered number 21912) whose registered office is at 21, Beckett Way, Park West, Nangor Road, Dublin (**Assignor**); and
- (2) **MAC BAREN TOBACCO COMPANY A/S** (registered number 88212215) whose registered office is at Perthusvej 100, 5700 Svendborg, Denmark (**Assignee**).

BACKGROUND

- (A) The Assignor is the proprietor of the registered trade marks and trade mark applications listed in Schedule 1 (**Trade Marks**).
- (B) As part of a Brands Sale Agreement (the **BSA**) dated 31 Aug 2015 between the Assignor and the Assignee, the Assignor agreed to transfer the Trade Marks to the Assignee.
- (C) The parties now wish to give full effect to the BSA by entering into this Agreement.

IT IS AGREED:

1. In consideration of payment by the Assignee of the sum of £1 (receipt of which is acknowledged by the Assignor) and of good and valuable consideration pursuant to the BSA, the Assignor hereby assigns to the Assignee such right, title and interest as it holds in the Trade Marks together with all goodwill associated with the use of the Trade Marks.
2. This Agreement does not include the right to bring action or claim relief in respect of any infringement of the Trade Marks before the date of this Agreement.
3. The Assignor agrees, at the request and expense of the Assignee, to sign any documents and to use reasonable endeavours to do all other things which may be necessary to give effect to this Agreement as soon as reasonably practicable including, in the case of UK Trade Marks, to enable the Assignee to record their assignment in the records of the United Kingdom Trade Mark Registry, and, in the case of non-UK Trade Marks, to enable the Assignee to fulfil all relevant national registry requirements for the recordal of the assignment of the Trade Marks in those registries.
4. Without prejudice to the provisions of the BSA, the Assignee acknowledges that the Assignor gives no representation, warranty, indemnity or guarantee in respect of the Trade Marks, in this Agreement and all representations, warranties, indemnities and guarantees are excluded save to the extent that such exclusion is prohibited by law.
5. The Assignor shall transfer to the Assignee (or to a nominee appointed by the Assignee), so far as it relates to the Trade Marks, all trade mark registration and renewal certificates, chain of title documentation and related recordal certificates that are in the Assignor's possession, custody or control, and a table of the relevant trade mark information held on the Assignor's (or relevant member of the Assignor's group) trade mark database, including renewal dates and details of trade mark registration applications including the prosecution thereof.
6. This Agreement, and any non-contractual obligations arising out of or in connection with this Agreement, shall be governed by and construed in accordance with German law, excluding the United Nations Convention on Contracts for the International Sale of Goods and further excluding the conflicts of laws provisions of the Federal Republic of Germany.

7. To the extent permissible pursuant to mandatory statutory law, the parties agree that any dispute, controversy or claim arising from or connected with this Agreement, including one regarding the existence, validity or termination of this Agreement or the consequences of its nullity, shall be referred to and finally resolved by arbitration under the international arbitration rules of the Zurich Chamber of Commerce.
8. The arbitral tribunal shall consist of three arbitrators. Each of the Purchaser and the Seller shall nominate one arbitrator for appointment. These two nominees shall jointly nominate the third arbitrator who shall be the chairman.
9. The seat of the arbitration shall be Zurich, Switzerland. The language of the arbitration shall be English.

SCHEDULE I

REGISTERED TRADE MARKS

AMPHORA


Mark Name	Mark Type	Country	Application No.	Status	Registration No.	Registration Date	Filed Date	International Classes	Mark Image	Owner
AMPHORA	Word - Block Letters	United States of America	75477805	Registered	2466864	10 Jul 2001	01 May 1998	34		John Player & Sons Limited

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SIGNATORIES

SIGNED for and on behalf of
JOHN PLAYER & SONS LIMITED

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STEPHEN REID

SIGNED for and on behalf of
MAC BAREN TOBACCO COMPANY
A/S

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