

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398500

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Swedish Match North America LLC		12/31/2015	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Swedish Match USA, Inc.		
<b>Street Address:</b>	1021 E. Cary Street, Suite 1600		
<b>City:</b>	Richmond		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23219		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3912520	FOILFRESH	
<b>Registration Number:</b>	4434814	FOILFRESH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128066675		
<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>			
<b>Phone:</b>	2128066675		
<b>Email:</b>	afisher@stroock.com		
<b>Correspondent Name:</b>	Laura Goldbard George		
<b>Address Line 1:</b>	180 Maiden Lane, 38th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10038-4982		
<b>ATTORNEY DOCKET NUMBER:</b>	002167/0002		
<b>NAME OF SUBMITTER:</b>	Laura Goldbard George		
<b>SIGNATURE:</b>	/laura goldbard george/		
<b>DATE SIGNED:</b>	09/14/2016		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of December 31, 2015 and effective as of 11:02 PM Eastern Standard Time on December 31, 2015 (the "**Effective Time**"), is made by Swedish Match North America LLC ("**Assignor**"), a Delaware limited liability company, in favor of Swedish Match USA, Inc. ("**Assignee**"), a Delaware corporation.

**WHEREAS**, Assignor has agreed to convey, transfer and assign to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

**NOW THEREFORE**, the parties agree as follows:

1. Assignment. As of the Effective Time, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Assigned Trademarks (as defined below), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Exhibit A hereto and all issuances, extensions and renewals thereof (the "**Assigned Trademarks**");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds due or payable on or after the Effective Time with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the Effective Time, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the Effective Time, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

*[Signature page follows]*

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

SWEDISH MATCH NORTH  
AMERICA LLC

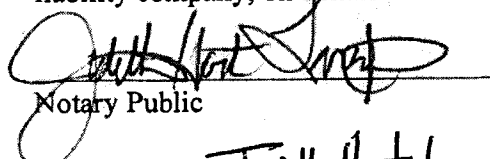
By: 

Name: Thomas Hayes  
Title: VP, Business Control & CFO  
Address for Notices:  
1021 E. Cary Street, STE 1600  
Richmond, VA 23219

STATE OF VIRGINIA

CITY OF RICHMOND

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of December, 2015 by THOMAS HAYES (name of officer or agent, title of officer or agent) of THE PINKERTON TOBACCO CO. LLC, a Delaware limited liability company, on behalf of the limited liability company.

  
Notary Public

Printed Name: Judith Hart Lancaster

My Commission Expires: 7/31/2018



Judith Hart Lancaster  
Commonwealth of Virginia  
Notary Public  
Commission No. 7599079  
My Commission Expires 7/31/2018

[Signatures Continue]

**AGREED TO AND ACCEPTED:**

Effective as of 11:02 PM Eastern Standard Time on December 31, 2015

**SWEDISH MATCH USA, INC.**

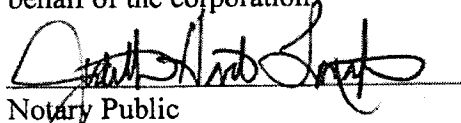
By: 

Name: Gerard Roerty, Jr.  
Title: VP, General Counsel &  
Secretary  
Address for Notices:  
1021 E. Cary Street, STE 1600  
Richmond, VA 23219

STATE OF VIRGINIA

CITY OF RICHMOND

The foregoing instrument was acknowledged before me this 31 day of December, 2015 by Gerard Roerty, Jr. (name of officer or agent, title of officer or agent) of **SWEDISH MATCH USA, INC.**, a Delaware corporation, on behalf of the corporation.

  
Notary Public

Printed Name: Judith Hart Lancaster

My Commission Expires: 7/31/2018

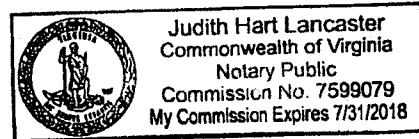


Exhibit A

Assigned Trademark Registrations and Applications

**Swedish Match North America, Inc.**

TRADEMARK	COUNTRY	STATUS	SERIAL NO.	FILE	REGNO	REGISTERED
FOILFRESH	UNITED STATES	REGISTERED	77/934,929	2/12/2010	3,912,520	1/25/2011
FOILFRESH	UNITED STATES	REGISTERED	85/711,252	8/23/2012	4,434,814	11/19/2013