

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399988

<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>
SAFFIRE VAPOR, INC.		09/22/2016	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SAFFIRE VAPOR HOLDINGS, LLC		
<b>Street Address:</b>	475 METROPLEX DRIVE		
<b>City:</b>	NASHVILLE		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37211		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87009204	ATMOSPHERE	
<b>Serial Number:</b>	87009217	FULL STEAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8446706009		
<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>	734-623-1698		
<b>Email:</b>	jblattner@dickinsonwright.com		
<b>Correspondent Name:</b>	JOHN C. BLATTNER		
<b>Address Line 1:</b>	350 S. MAIN STREET		
<b>Address Line 2:</b>	SUITE 300		
<b>Address Line 4:</b>	ANN ARBOR, MICHIGAN 48104		
<b>ATTORNEY DOCKET NUMBER:</b>	56125-29		
<b>NAME OF SUBMITTER:</b>	JOHN C. BLATTNER		
<b>SIGNATURE:</b>	/JOHN C. BLATTNER/		
<b>DATE SIGNED:</b>	09/28/2016		
<b>Total Attachments: 2</b>			
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TRADEMARK ASSIGNMENT

WHEREAS, SAFFIRE VAPOR, INC., a Tennessee corporation ("Assignor") has adopted and used the trademarks listed below (the "Marks") and is the owner of the indicated applications to register the Marks (the "Applications"):

Mark	Country	App. Ser. No.
ATMOSPHERE	U.S.	87009204
FULL STEAM	U.S.	87009217

and

WHEREAS, SAFFIRE VAPOR HOLDINGS, LLC, a Delaware limited liability company ("Assignee"), desires to acquire all of Assignor's right, title, and interest in and to the Marks and the Applications, as well as all associated goodwill as successor to the business of Assignor to which the Marks relate;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by each party, Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Marks and the Applications, together with the goodwill of the business symbolized by the Marks.

AND the parties agree that from and after the execution and delivery of this Assignment, the Assignor shall have no obligations whatsoever in respect of the Marks (including, without limitation, no obligation to make or maintain any registrations in respect of same).

AND notwithstanding anything contained herein to the contrary, this Assignment shall not constitute an agreement to assign or transfer any Marks to the extent that such Marks are not assignable or transferrable under applicable agreement or at law.

[SIGNATURE PAGE FOLLOWS]

Executed on Sept. 22, 2016.



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ROBERT ARNOLD  
President  
Saffire Vapor, Inc.

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