

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ITC Limited		11/15/2016	Company: INDIA
RECEIVING PARTY DATA			
Name:	King Maker Marketing, Inc.		
Street Address:	12 Route 17 North		
Internal Address:	Suite 304		
City:	Paramus		
State/Country:	NEW JERSEY		
Postal Code:	07652		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3408667	HI-VAL	
Registration Number:	2858686	HI-VAL	
Registration Number:	4641355	HI-VAL	
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:	susan.murphy@bryancave.com		
Correspondent Name:	Bryan Cave LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0546956		
NAME OF SUBMITTER:	Matthew G. Minder		
SIGNATURE:	/Matthew G. Minder/		
DATE SIGNED:	11/22/2016		
Total Attachments: 3			
source=Executed US Trademark Assignment#page1.tif			

CH \$90.00 3408667

source=Executed US Trademark Assignment#page2.tif

source=Executed US Trademark Assignment#page3.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "*Assignment*") is entered into as of the 15th day of November, 2016 ("Effective Date") and effective immediately prior to the Effective Time, by and between ITC Limited, a company of India, with a business address at Virginia House 37, Jawaharlal Nehru Road, Kolkata – 700 071, State of West Bengal, India ("*Assignor*") and King Maker Marketing, Inc., a corporation of New Jersey, United States of America, with a business address at 12 Route 17 North, Suite 304, Paramus, New Jersey, United States of America ("*Assignee*").

WHEREAS, Assignor, Assignee, and Premier Manufacturing, Inc. are parties to that certain Stock Purchase Agreement dated October 8, 2016 (the "*SPA*");

WHEREAS, Assignor is the owner of the trademarks identified in Exhibit A attached hereto and the goodwill of the business associated therewith (the "*Assigned Marks*");

WHEREAS, in accordance with the terms of the SPA, it is a condition to the consummation of the transactions contemplated by the SPA that Assignor assign all of its right, title, and interest in and to the Assigned Marks to Assignee as of the Effective Date and effective immediately prior to the Effective Time; and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, all right, title, and interest in and to the Assigned Marks.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein and in the SPA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:


1. Definitions. All capitalized terms that are used but not defined herein shall have the meaning set forth in the SPA.
2. Assignment. Assignor hereby sells, assigns, conveys and transfers to Assignee, its successors and assigns, all of Assignor's right, title, and interest, in the United States, in, to and under the Assigned Marks, including any and all goodwill associated therewith, all registrations therefor, all common law rights therein, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Assigned Marks.
3. Miscellaneous. Assignor hereby authorizes the intellectual property office of the jurisdiction identified in Exhibit A to record this Assignment and transfer the Assigned Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment. Assignor further hereby agrees to execute, acknowledge and deliver any and all documents at the cost of the Assignee as Assignee in its discretion deem desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Assigned Marks, and any and all goodwill associated therewith,

and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Assigned Marks.


IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed as of the date and time first set forth above.

“ASSIGNOR”
ITC LIMITED

Dated: As of November 15, 2016

By: 
Name: SUPRATIM DUTTA
Title: EXP - CORPORATE FINANCE

Dated: As of November 15, 2016

By: 
Name: DHARMARAJAN ASHOK
Title: HEAD - STRATEGIC PLANNING

To be executed in duplicate originals.

“ASSIGNEE”
KING MAKER MARKETING, INC.

Dated: As of November 15, 2016

By: VR Bharani
Name: BHAVANI PARAMESWAR
Title: PRESIDENT

To be executed in duplicate originals.

Exhibit A – Assigned Marks

Mark	Country	Registration No.
Hi-Val	USA	3408667
Hi-Val & Design	USA	2858686
Hi-Val	USA	4641355