

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM411205

<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>
Wind River Tobacco Company, LLC		11/18/2016	Limited Liability Company: WYOMING
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Tobacco Company, L.P.		
<b>Street Address:</b>	5201 Interchange Way		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40229		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3463011	BIG MOUNTAIN	
<b>Registration Number:</b>	4106710	BIG MOUNTAIN	
<b>Registration Number:</b>	4401539	BIG MOUNTAIN	
<b>Registration Number:</b>	3929006	BLACK MOUNTAIN	
<b>Registration Number:</b>	4027165	BONU\$PACK	
<b>Registration Number:</b>	4218074	CHUFF	
<b>Registration Number:</b>	4006301	SNAKE RIVER	
<b>Registration Number:</b>	4081492	SPRINGFIELD STANDARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5025881987		
<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>	502-625-2887		
<b>Email:</b>	jdages@middletonlaw.com		
<b>Correspondent Name:</b>	Amy B. Berge		
<b>Address Line 1:</b>	401 South Fourth Street		
<b>Address Line 2:</b>	Suite 2600		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>NAME OF SUBMITTER:</b>	Joseph R. Dages		

OP \$215.00 3463011

<b>SIGNATURE:</b>	/Joseph R. Dages/
<b>DATE SIGNED:</b>	01/05/2017
<b>Total Attachments: 3</b> source=Wind River Trademark Assignment#page1.tif source=Wind River Trademark Assignment#page2.tif source=Wind River Trademark Assignment#page3.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (“Assignment”) is made, entered into, and effective as of this 18th day of November, 2016 (the “Effective Date”), by and between **WIND RIVER TOBACCO COMPANY, LLC**, a Wyoming limited liability company whose address is 181 Teala Drive, Etna, Wyoming 83118 (“Assignor”) and **NATIONAL TOBACCO COMPANY, L.P.** (“Assignee”), a Delaware limited partnership with an address of 5201 Interchange Way, Louisville, KY 40229.

### AGREEMENT

**WHEREAS**, the parties have entered into that certain Asset Purchase Agreement (“Purchase Agreement”), dated as of November 4, 2016, pursuant to which the Assignor is selling, and Assignee is acquiring, certain assets of Assignor;

**WHEREAS**, in connection with the Purchase Agreement, the parties desire to effectuate and memorialize their desire for Assignor to assign to Assignee and Assignee to receive from Assignor all rights, title and interest in and to certain intellectual property rights used in the operation of Assignor’s business;

**WHEREAS**, Assignor has adopted and used, is using and is the owner of the registered trademarks listed in Exhibit A attached hereto and incorporated by this reference (hereinafter referred to as the “Registered Trademarks”).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement and in the Purchase Agreement, and for other good and valuable consideration, Assignor and Assignee hereby agree as follows:

1. **ASSIGNMENT.** Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts from Assignor the Registered Trademarks, and all rights, title and interests in and to the Registered Trademarks, and all goodwill associated with and symbolized by the Registered Marks.

2. **COVENANT.** Assignor covenants that Assignor has the right to enter into this Assignment and further agrees, without further consideration, to cause such other lawful acts to be performed and such further assignments and other lawful documents to be executed, as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

3. **GOVERNING LAW.** This Agreement, and any subsequent amendments or modifications to this Agreement, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its or any other jurisdiction’s conflict of laws rules or principles.

**IN WITNESS WHEREOF**, Assignor and Assignee, each with the intent to be legally bound, have entered into and executed this Agreement as of the Effective Date.

WIND RIVER TOBACCO COMPANY, LLC

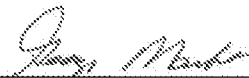
NATIONAL TOBACCO COMPANY, L.P.

Name: GEORGE MARKS

Name: JAMES MURPHY


Title: PRESIDENT

Title: SVP Business Planning

Signature: 

Signature: 

**Exhibit A**

	<b>Mark</b>	<b>Serial No.</b> <b>Filing Date</b>	<b>Reg. No.</b> <b>Reg. Date</b>	<b>Status</b>
1.	BIG MOUNTAIN	77043629 November 14, 2006	3463011 July 8, 2008	Registered
2.	BIG MOUNTAIN	85214185 January 10, 2011	4106710 February 28, 2012	Registered
3.	BIG MOUNTAIN	85712033 August 24, 2012	4401539 September 10, 2013	Registered
4.	BLACK MOUNTAIN	77621740 November 25, 2008	3929006 March 8, 2011	Registered
5.		85975472 July 13, 2010	4027165 September 13, 2011	Registered
6.	CHUFF	77-610729  November 10, 2008	4218074 October 2, 2012	Registered
7.	SNAKE RIVER	85239025 February 10, 2011	4006301 August 2, 2011	Registered
8.	SPRINGFIELD STANDARD	85239030 February 10, 2011	4081492 January 3, 2012	Registered