

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM414693

<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>
Vapor Corp.		01/11/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VPR Brands, LP		
<b>Street Address:</b>	3001 Griffin Rd		
<b>City:</b>	Fort Lauderdale		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33312		
<b>Entity Type:</b>	<del>Corporation: DELAWARE</del> Limited Partnership: Delaware		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	86856758	B-BUZZ'N	
Serial Number:	86856798	CHILLER B	
Serial Number:	85371221	ECIGTRONICS	
Serial Number:	77681034	EZSMOKER	
Serial Number:	77514632	FIFTY-ONE	
Serial Number:	85419589	FUMARE'	
Serial Number:	85495797	GOLD LINE	
Serial Number:	85495369	GREEN LINE	
Serial Number:	77683491	GREEN PUFFER	
Serial Number:	86711441	HONEY STICK	
Serial Number:	85432021	HOOKAH STIX	
Serial Number:	77598996	KRAVE	
Serial Number:	85714681	MINIMAX	
Serial Number:	85495799	RED LINE	
Serial Number:	77846705	SMOKE STAR	
Serial Number:	86856822	THE BEE KEEPER	
Serial Number:	86856819	THE B-HIGH'V	
Serial Number:	86856830	THE BUMBLER	
Serial Number:	77956805	THE TRIO	

OP \$590.00 86856758

Property Type	Number	Word Mark
Serial Number:	86693699	VAPE NAKED
Serial Number:	85200284	VAPOR X
Serial Number:	85419587	VAPORE'
Serial Number:	86043664	VX

**CORRESPONDENCE DATA**

**Fax Number:** 3123451778

*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.*

**Phone:** 3123451718

**Email:** USDocket@lewisbrisbois.com

**Correspondent Name:** Geoffrey Lottenberg Lewis Brisbois

**Address Line 1:** 550 West Adams Street

**Address Line 2:** Suite 300

**Address Line 4:** Chicago, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	Geoffrey Lottenberg
<b>SIGNATURE:</b>	/Geoffrey Lottenberg/
<b>DATE SIGNED:</b>	02/02/2017

**Total Attachments: 3**  
source=VPCO to VPR Trademark Assignments#page1.tif  
source=VPCO to VPR Trademark Assignments#page2.tif  
source=VPCO to VPR Trademark Assignments#page3.tif

TRADEMARK ASSIGNMENT

This Assignment (the "Assignment"), is made by and between Vapor Corp., a Delaware corporation ("Vapor" or "Assignor") and VPR Brands, LP, a Delaware limited partnership ("VPR" or "Assignee"). Vapor and VPR are sometimes hereinafter collectively referred to as the "Parties."

WHEREAS, Vapor owns and used certain names, trade names, trademarks, service marks and trade dress identified on the attached Exhibit A, (the "Marks"); and

WHEREAS, VPR is desirous of acquiring the above-identified Marks and any applications and registrations therefor, including the applications and registrations identified on Exhibit A, and the good will of said Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment of Marks. Vapor hereby sells, assigns, transfers and conveys to VPR the entire right, title and interest in and to each of the Marks, including all common law rights therein and any applications and registrations therefor, including the applications and registrations identified on the attached Exhibit A, together with that part of the good will of the business associated with the use of and symbolized by the Marks, to be held and enjoyed by VPR as fully and entirely as said interest could have been held and enjoyed by Vapor if this sale, assignment and transfer had not been made.

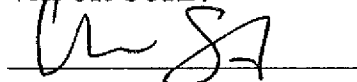
2. Assignment of Causes of Action. Vapor further sells, assigns, transfers and conveys to VPR the entire right, title and interest in and to any and all causes of action and rights of recovery, whether at law or in equity, for any past, present, or future infringement or misappropriation of the Marks.

3. Acceptance. VPR hereby accepts the assignment described herein and assumes all ownership, rights, liabilities, and obligations in connection with such assignment.

4. Survival. The terms, covenants and provisions of this Assignment shall inure to the benefit of VPR, its successors, assigns, and/or legal representatives, and shall be binding upon Vapor, its successors, assigns and/or other legal representatives.

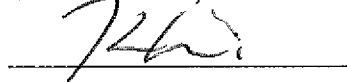
IN WITNESS WHEREOF, the Parties have executed this Assignment and such Assignment is effective as of January 11, 2017.

VAPOR CORP.



By: Christopher Santi, COO

VPR BRANDS, LP



By: Kevin Frija, CEO

EXHIBIT A

Country	Trademark	Application No.	Application Date	Registration No.	Registration Date
U.S.	B-BUZZ'N	86856758	December 22, 2015	n/a	n/a
U.S.	CHILLER B	86856798	December 22, 2015	5012851	August 2, 2016
U.S.	ECIGTRONICS	85371221	July 14, 2011	4191835	August 14, 2012
U.S.	EZSMOKER	77681034	March 2, 2009	3800589	June 8, 2010
U.S.	FIFTY-ONE	77514632	July 3, 2008	3762126	March 23, 2010
U.S.	FUMARE'	85419589	September 10, 2011	4302950	March 12, 2013
U.S.	GOLD LINE	85495797	December 15, 2011	4186101	August 7, 2012
U.S.	GREEN LINE	85495369	December 14, 2011	4186059	August 7, 2012
U.S.	GREEN PUFFER	77683491	March 4, 2009	3800608	June 8, 2010
U.S.	HONEY STICK	86711441	July 31, 2015	4877766	December 29, 2015
U.S.	HOOKAH STIX	85432021	September 26, 2011	4388693	August 20, 2013
U.S.	KRAVE	77598996	October 23, 2008	3753097	February 23, 2010
U.S.	MINIMAX	85714681	August 28, 2012	4385494	August 13, 2013
U.S.	RED LINE	85495799	December 15, 2011	4186102	August 7, 2012
U.S.	SMOKE STAR	77846705	October 12, 2009	3795716	June 1, 2010
U.S.	THE BEE KEEPER	86856822	December 22, 2015	5012853	August 2, 2016
U.S.	THE B-HIGH'V	86856819	December 22, 2015	5017261	August 9, 2016
U.S.	THE BUMBLER	86856830	December 22, 2015	5012854	August 2, 2016
U.S.	THE TRIO	77956805	March 11, 2010	3876177	November 16, 2010
U.S.	VAPE NAKED	86693699	July 15, 2015	5043802	September 20, 2016
U.S.	VAPOR X	85200284	December 17, 2010	4005660	August 2, 2011
U.S.	VAPORE'	85419587	September 10, 2011	4306905	March 19, 2013
U.S.	VX	86043664	August 21, 2013	4542479	June 3, 2014

TRADEMARK ASSIGNMENT

This Assignment (the "Assignment"), is made by and between Vaporin, Inc., a Delaware corporation ("Vaporin" or "Assignor") and VPR Brands, LP, a Delaware limited partnership ("VPR" or "Assignee"). Vaporin and VPR are sometimes hereinafter collectively referred to as the "Parties."

WHEREAS, Vaporin, as successor in interest of Vaporin, LLC, owns and the name, trade name, trademark, and service mark VAPORIN that is the subject of United States Trademark Registration No., 4,417,566, registered on October 15, 2013 (the "Mark"); and

WHEREAS, VPR is desirous of acquiring the above-identified Mark and the registration therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment of Mark. Vaporin hereby sells, assigns, transfers and conveys to VPR the entire right, title and interest in and to the Mark, including all common law rights therein and the registration therefor, together with that part of the good will of the business associated with the use of and symbolized by the Mark, to be held and enjoyed by VPR as fully and entirely as said interest could have been held and enjoyed by Vaporin if this sale, assignment and transfer had not been made.

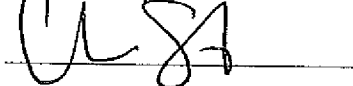
2. Assignment of Causes of Action. Vaporin further sells, assigns, transfers and conveys to VPR the entire right, title and interest in and to any and all causes of action and rights of recovery, whether at law or in equity, for any past, present, or future infringement or misappropriation of the Mark.

3. Acceptance. VPR hereby accepts the assignment described herein and assumes all ownership, rights, liabilities, and obligations in connection with such assignment.

4. Survival. The terms, covenants and provisions of this Assignment shall inure to the benefit of VPR, its successors, assigns, and/or legal representatives, and shall be binding upon Vaporin, its successors, assigns and/or other legal representatives.

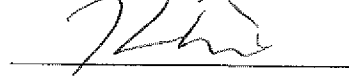
IN WITNESS WHEREOF, the Parties have executed this Assignment and such Assignment is effective as of January 11, 2017.

VAPORIN, INC.



By: Christopher Santi, COO

VPR BRANDS, LP



By: Kevin Frija, CEO