

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nu Mark LLC		03/31/2017	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	U.S. Smokeless Tobacco Company LLC		
Street Address:	6603 W. BROAD STREET		
City:	RICHMOND		
State/Country:	VIRGINIA		
Postal Code:	23230		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86121670	VERVE	
Serial Number:	86121673	VERVE	
Serial Number:	85451027	VERVE	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory C. Esau		
SIGNATURE:	/Gregory C. Esau/		
DATE SIGNED:	04/05/2017		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of March 31, 2017 ("Assignment Effective Date"), is made by and between Nu Mark LLC, a Virginia limited liability company having offices at 6603 West Broad Street, Richmond, Virginia 23230 ("ASSIGNOR"), and U.S. Smokeless Tobacco Company LLC, a Virginia limited liability company having offices at 6603 West Broad Street, Richmond, Virginia 23230 (hereinafter "ASSIGNEE" and together with ASSIGNOR, the "PARTIES" and each, a "PARTY").

WHEREAS, the ASSIGNOR and ASSIGNEE, are parties to a certain Asset Purchase Agreement dated as of March 31, 2017 (the "Purchase Agreement") by and between the ASSIGNOR and ASSIGNEE, with respect to the sale by the ASSIGNOR and purchase by the ASSIGNEE of substantially all of the assets owned by and other rights of ASSIGNOR used exclusively in the Verve Product Line, on the terms and conditions set forth in the Purchase Agreement;

WHEREAS, the Purchase Agreement requires the ASSIGNOR to sell, assign, transfer, convey and deliver all of the ASSIGNOR's right, title and interest in and to the Acquired Intellectual Property including, without limitation, the filed or registered Acquired Intellectual Property listed on Schedule 1 attached hereto; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and as per the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR and the ASSIGNEE, and with the intent to be legally bound, the PARTIES agree as follows:

1. **Assignment.** Effective as of the Assignment Effective Date, ASSIGNOR does hereby sell, assign, transfer and set over to ASSIGNEE, its successors and assigns, all of ASSIGNOR's right, title and interest in and to the Acquired Intellectual Property. The foregoing assignment of Acquired Intellectual Property includes all of the goodwill of the business associated with and symbolized by such Acquired Intellectual Property, the applications and registrations therefor, any rights of the ASSIGNOR to sue any third parties for any past, present and future infringement, dilution and misappropriation or other misuse and, any other rights relating to the Acquired Intellectual Property for the use and behalf of ASSIGNEE and its successors, assigns or other legal representative to prosecute Acquired Intellectual Property in the United States Patent and Trademark Office or in any foreign jurisdiction, and recover and retain damages, royalties, costs and attorneys' fees.

2. **Further Assurances; Covenants.**

a. ASSIGNOR hereby agrees to execute without further consideration any further documents and instruments of conveyance, transfer, and assignment which may be necessary, lawful and proper to secure to ASSIGNEE its interest and title in and to the Acquired Intellectual Property.

b. ASSIGNOR hereby agrees to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution and opposition proceedings related to the Acquired Intellectual Property, in any region or country, or that may be necessary to prosecute, protect, or perfect the aforementioned Acquired Intellectual Property.

c. ASSIGNOR hereby further covenants and agrees that it will communicate to ASSIGNEE any and all facts known to it respecting said Acquired Intellectual Property, and testify in any legal proceeding, sign all lawful papers, execute and deliver all papers and take an actions that may be necessary or desirable to perfect the title to any of the Acquired Intellectual Property.

d. **Registrations.** ASSIGNOR does hereby authorize and request Director of the United States Patent and Trademark Office and directors of equivalent foreign intellectual property offices, to issue any and all letters trademark registrations or applications may be granted upon said Acquired Intellectual Property, or upon any improvements thereto, or any parts thereof, when granted, to said ASSIGNEE.

3. **Counterparts.** This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Assignment. The exchange of copies of this Assignment and of signature pages by facsimile or portable document format (.pdf) transmission shall constitute effective execution and delivery of this Assignment as to the PARTIES and may be used in lieu of the original Assignment for all purposes. Signatures of the PARTIES transmitted by facsimile or portable document format (.pdf) shall be deemed to be their original signatures for all purposes.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the ASSIGNOR has executed this Assignment on the date indicated below.

ASSIGNOR

Nu Mark LLC

By: Jody L. Begley

Name: Jody L. Begley

Title: President and General Manager

County of Henrico)
) ss:
Commonwealth of Virginia)

On this 30th day of March, 2017, before me, a Notary Public in and for the County and State aforesaid, personally appeared Jody L. Begley, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Jennifer Lynn Estrada
Notary Public

(SEAL)



My Commission Expires 7-31-18

[Signature Page of Nu Mark LLC to Assignment Agreement]

ASSIGNEE

U.S. Smokeless Tobacco Company LLC

By: [Signature]

Name: Brian W. Quigley

Title: President and General Manager

County of Henrico)
Commonwealth of Virginia) ss:

On this 30th day of March, 2017, before me, a Notary Public in and for the County and State aforesaid, personally appeared Brian W. Quigley, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

[Signature]
Notary Public

(SEAL)



My Commission Expires 7-31-18

[Signature Page of U.S. Smokeless Tobacco Company LLC to Assignment Agreement]

SCHEDULE 1

Filed or Registered Acquired Intellectual Property

U.S. Trademarks

Record	Trademark	Status/Key Dates
US Federal	VERVE SN: 86121670	Filed: November 18, 2013 Published: April 15, 2014
US Federal	VERVE SN: 86121673	Filed: November 18, 2013 Published: June 24, 2014
US Federal	VERVE RN: 4330223 SN: 85451027	Filed: October 19, 2011 Registered: May 7, 2013

International Trademarks

Record	Trademark	Status/Key Dates
Argentina	VERVE AN: 3325245	Filed: May 8, 2014 Published: January 21, 2015
Argentina	VERVE RN: 2723656 AN: 3325246	Filed: May 8, 2014 Registered: April 30, 2015 Expiration Date: April 30, 2025
Australia	VERVE RN: 1618698 AN: 1618698	Registered Filed: April 23, 2014 Registered: April 23, 2014 Expiration Date: April 23, 2024
Bosnia Herzegovina	VERVE RN: BAZ1417830 AN: BAZ1417830A	Registered Filed: April 23, 2014 Registered: May 6, 2016 Expiration Date: April 23, 2024
Brazil	VERVE AN: 907633781	Registered Filed: April 30, 2014
Brazil	VERVE AN: 907633870	Registered Filed: April 30, 2014
Canada	VERVE AN: 1674723	Published Last Status Received: Published October 9, 2015 Filed: April 29, 2014 Application Published: June 24, 2015
Cuba	VERVE	Registered: April 24, 2015 Expiration Date: April 24, 2025

Record	Trademark	Status/Key Dates
Designated under WIPO Registration	RN: 1253394	
European Union (EUTM)	VERVE RN: 012820858 AN: 012820858	Registered Filed: April 25, 2014 Registered: November 19, 2014 Expiration Date: April 25, 2024
Hong Kong	VERVE AN: 302972836	Registered Filed: April 23, 2014 Registered: April 23, 2014 Expiration Date: April 22, 2024
Indonesia	VERVE AN: D002015024750	Filed: June 10, 2015
Israel	VERVE AN: 275107	Filed: June 2, 2015 Registered: October 11, 2015 Expiration Date: June 2, 2025
Japan	VERVE RN: 5728062 AN: 2014-032322	Registered Filed: April 24, 2014 Registered: December 19, 2014 Expiration Date: December 19, 2024
Kazakhstan	VERVE RN: 48872 AN: 66203	Registered Filed: April 23, 2014 Registered: July 17, 2015 Expiration Date: April 23, 2024
Korea	VERVE RN: 4011460320000 AN: 4020140028249	Registered Filed: April 25, 2014 Registered: December 1, 2015
Macau	VERVE RN: N/85323 AN: N/85323	Registered Filed: April 24, 2014 Registered: October 13, 2014 Expiration Date: October 13, 2021
Macau	VERVE RN: N/85322 AN: N/85322	Registered Filed: April 24, 2014 Registered: October 13, 2014 Expiration Date: October 13, 2021
Mexico	VERVE RN: 1622949 AN: M1584353	Registered Filed: March 3, 2015 Registered: March 22, 2016 Expiration Date: March 3, 2025
New Zealand	VERVE RN: 996576 AN: 996576	Registered Filed: April 24, 2014 Registered: October 29, 2014 Expiration Date: April 24, 2024

Record	Trademark	Status/Key Dates
Pakistan	VERVE AN: 390557	Published Filed: June 3, 2015 Application Published: September 1, 2016
Russia	VERVE RN: 552838	Registered September 23, 2015 Filed: April 24, 2014 Published: October 25, 2015
South Africa	VERVE AN: 2014/10503	Published Filed: April 23, 2014 Application Published: September 30, 2015
South Africa	VERVE AN: 2014/10502	Published Filed: April 23, 2014 Application Published: September 30, 2015
Switzerland	VERVE RN: 661698 AN: 55571/2014	Registered Filed: May 8, 2014 Registered: July 29, 2014 Expiration Date: May 8, 2024
Taiwan	VERVE RN: 01729684 AN: 103023018	Registered Filed: April 24, 2014 Registered: September 16, 2015 Expiration Date: September 15, 2025
Turkey	VERVE RN: 2014 44295 AN: 2014/44295	Registered Filed: May 26, 2014 Registered: September 17, 2015
Ukraine	VERVE RN: 203421 AN: m201406580	Registered Filed: May 13, 2014 Registered: September 10, 2015 Expiration Date: May 13, 2024
Venezuela	VERVE RN: P354270 AN: 2015-009260	Registered Filed: June 25, 2015 Registered: October 18, 2016 Expiration Date: October 18, 2031
WIPO Designated: Cuba	VERVE RN: 1253394	Registered: April 24, 2015 Expiration Date: April 24, 2025