

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tobaccos Imex S.r.l.		08/01/2017	Limited Liability Company: ITALY
RECEIVING PARTY DATA			
Name:	Swisher International, Inc.		
Street Address:	459 E. 16th Street		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32206		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3845267	HEMPIRE	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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:	561-653-5000		
Email:	angela.martin@akerman.com		
Correspondent Name:	AKERMAN LLP		
Address Line 1:	P.O. BOX 3188		
Address Line 4:	WEST PALM BEACH, FLORIDA 33402-3188		
ATTORNEY DOCKET NUMBER:	0327238		
NAME OF SUBMITTER:	James Zirkle		
SIGNATURE:	/James Zirkle/		
DATE SIGNED:	08/16/2017		
Total Attachments: 6			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (the “Assignment”), dated as of August 1, 2017, is entered into by and between Tobaccos Imex S.r.l., an Italian limited liability company (“Seller”), and Swisher International, Inc., a Delaware corporation (“Purchaser”).

This Assignment is executed and delivered pursuant to the terms of that certain IP Purchase Agreement, dated as of the date hereof, by and among Purchaser and Seller (the “Purchase Agreement”), pursuant to which, among other things, Seller has agreed to sell, and Purchaser has agreed to purchase, the Brand Intellectual Property Rights of Seller, including those relating to the Trademarks and Domain Names, and all common law rights associated therewith (“Intellectual Property”).

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed as follows:

1. Each term which is capitalized, but not defined, in this Assignment shall have the meaning ascribed to such term in the Purchase Agreement.

2. Upon and subject to the terms and conditions of the Purchase Agreement and this Assignment, Seller hereby irrevocably sells, conveys, transfers and assigns to Purchaser, free and clear of all Liens of any kind whatsoever, all of Seller’s worldwide right, title and interest in and to the Intellectual Property, including but not limited to the following:

(a) the trademarks, including the registrations and applications, set forth in **Exhibit A** hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (“Trademarks”);

(b) the domain names set forth in **Exhibit B** hereto (“Domain Names”);

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Each party hereby agrees to execute and deliver any and all additional documents that any other party may reasonably request, and to use commercially reasonable efforts to take such further actions as may be reasonably necessary to effectuate, carry out, and comply with the

agreements set forth in this Assignment, as well as execute and deliver any and all additional documents and take such further actions as may be reasonably necessary to effectuate and carry out the recording and registration of this Assignment with the United States Patent and Trademark Office.

4. All of the terms and provisions of this Assignment are binding upon Seller, Purchaser and their respective successors and assigns and will inure to the benefit of the parties and their respective successors and assigns. Notwithstanding the foregoing, no provision of this Assignment shall in any way amend any of the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of Seller or the Purchaser) set forth in the Purchase Agreement, this Assignment being intended solely to effect the transfer of the Intellectual Property in accordance with the Purchase Agreement and shall not restrict any of Purchaser's rights thereunder. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail and govern.

5. The terms and conditions of this Assignment shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof or of any other state.

6. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument. This Agreement may be executed by facsimile or portable document format signature, which shall have full force and effect as if original.

* * * * *

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed in its name and delivered by a duly authorized officer, on the date first written above.

SELLER:

TOBACCOS IMEX S.R.L.

By: [Signature]
Name: EDUO BIASANO
Title: PRESIDENT

PURCHASER:

SWISUER INTERNATIONAL, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed in its name and delivered by a duly authorized officer, on the date first written above.

SELLER:

TOBACCOS IMEX S.R.L.

By: _____

Name:

Title:

PURCHASER:

SWISHER INTERNATIONAL, INC.

By: Peter D. Shilow

Name: Peter D. Shilow

Title: President CEO

TRADEMARK

REEL: 006130 FRAME: 0776

EXHIBIT A
TRADEMARKS

Reg. Number	Serial Number	Word Mark	Owner Name	Live/Dead
3845267	77953475	HEMPIRE	TOBACCO'S IMEX S.R.L.	LIVE

EXHIBIT B

DOMAIN NAME REGISTRATIONS

Domain Name	Registrant	Reg. Org.	Registrar	Creation Date	Expires
hempire.com	Tobaccos Imex S.P.A.	Tobaccos Imex S.P.A.	REGISTER.IT S.P.A.	2013-10-10	2017-10-24