

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442086

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900417741		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIN BRANDING GROUP, LLC		07/06/2017	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	AXCENTRIA PHARMACEUTICALS, LLC		
Street Address:	306 Keystone Drive		
City:	Telford		
State/Country:	PENNSYLVANIA		
Postal Code:	18969		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4258797	FIN	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	512.770.4207		
Email:	wkellar@dickinsonwright.com		
Correspondent Name:	KRISTOPHER LANCE ANDERSON		
Address Line 1:	303 Colorado Street, Suite 2050		
Address Line 2:	DICKINSON WRIGHT PLLC		
Address Line 4:	AUSTIN, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	072138-00001		
NAME OF SUBMITTER:	Wanda Kellar		
SIGNATURE:	/Wanda Kellar/		
DATE SIGNED:	09/06/2017		
Total Attachments: 3			
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ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Assignment"), dated as of July 6, 2017, is made by and between **FIN Branding Group, LLC**, ("Assignor") by and through Lenard E. Schwartzer, Chapter 7 Trustee, for the Assignor's and Electronic Cigarettes International Group, Ltd.'s substantively consolidated bankruptcy estates (Case No. BK-S-17-11242-MKN), and **Axcentria Pharmaceuticals, LLC** ("Assignee").

WHEREAS, in accordance with the *Order Granting Motion to (1) Approve Sale of Estate's Interest in Inventory and Other Assets Free and Clear of Liens, Claims and Encumbrances to Buyer or Overbidder; and (2) Waiver of Stay under Fed.R.Bankr.P 6004 and 6006* entered June 19, 2017 (the "Sale Order"), Assignor and Assignee have entered into a certain General Assignment and Bill of Sale, dated as of July 6, 2017 (with the Sale Order, collectively, the "**Purchase Agreement**"), under which Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor; and

WHEREAS, pursuant to that certain Sale Order, Assignor has agreed, among other things, to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any jurisdictions;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to United States Trademark for the work mark:

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having U.S. Serial Number 85427028, filed September 20, 2011, and registered on December 11, 2012 having U.S. Registration No. 4258797, and all issuances, extensions, and renewals thereof (the "**Trademark**"), with the goodwill of the business connected with using, and symbolized by, the Trademarks; and any and all claims and causes of action, regarding any of the foregoing, whether accruing before, on, 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.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor will take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademark to Assignee, or any assignee or successor thereto.

3. Terms of Purchase Agreement. The parties acknowledge and agree this Assignment is entered under the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee regarding the Trademark. The representations, warranties, covenants, agreements, and indemnities in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. If any conflict occurs or inconsistency between the Purchase Agreement and the terms hereof, the Purchase Agreement shall govern.

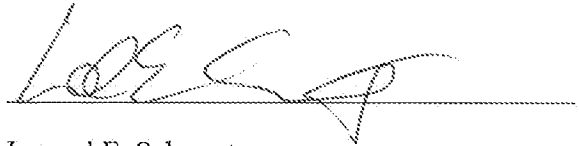
4. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated will be governed by, and construed under, the laws of the United States and the State of Nevada, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

ASSIGNOR: FIN Branding Group, LLC



Lenard E. Schwartzer

*Trustee for the Substantively Consolidated
Bankruptcy Estates of Electronic Cigarettes
International Group, Ltd. and FIN Branding
Group, LLC*

ASSIGNEE: Axcentria Pharmaceuticals, LLC

By: 

Name: Paul Litwack

Title: CEO