

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444280

<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>
THE VAPESTICK GROUP LIMITED		05/16/2017	limited company: GREAT BRITAIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NICOVENTURES RETAIL (UK) LIMITED		
<b>Street Address:</b>	Globe House, 1 Water Street		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	WC2R 3LA		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4416751	VAPESTICK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	jyen@fchs.com		
<b>Correspondent Name:</b>	FITZPATRICK, CELLA, HARPER & SCINTO		
<b>Address Line 1:</b>	1290 Avenue of the Americas		
<b>Address Line 2:</b>	04213.008023		
<b>Address Line 4:</b>	New York, NEW YORK 10104-3800		
<b>ATTORNEY DOCKET NUMBER:</b>	04213.008023		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	FITZPATRICK, CELLA, HARPER & SCINTO		
<b>Address Line 1:</b>	1290 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10104-3800		
<b>NAME OF SUBMITTER:</b>	Lisa Mottes		
<b>SIGNATURE:</b>	/LisaMottes/		
<b>DATE SIGNED:</b>	09/25/2017		

OP \$40.00 4416751

**Total Attachments: 6**

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DATED

16 MAY

2017

(1) THE VAPESTICK GROUP LIMITED (IN  
ADMINISTRATION)

- and -

(2) GEOFFREY ROWLEY AND ANTHONY  
COLLIER

- and -

(3) NICOVENTURES RETAIL (UK) LIMITED

CONFIRMATORY ASSIGNMENT OF TRADE MARKS WITH GOODWILL



Ref: 155099.000008/CM3/AP/CRW

Hogan Lovells International LLP  
Atlantic House, Holborn Viaduct, London EC1A 2FG

LIB02/CM3PC/7892363.2

Hogan Lovells

**TRADEMARK**  
**REEL: 006160 FRAME: 0045**

16 MAY

**BETWEEN:**

- (1) **THE VAPESTICK GROUP LIMITED (IN ADMINISTRATION)**, a company registered in England and Wales with company number 07081021 and with registered office at C/O FRP Advisory LLP, 7th Floor Ship Canal House 98 King Street, Manchester, M2 4WU (the "**Assignor**"), acting by its joint administrators, Geoffrey Rowley of FRP Advisory LLP, 110 Cannon St, London EC4N 6EU and Anthony Collier of FRP Advisory LLP, Ship Canal House, 7th Floor, King St, Manchester M2 4WU (the "**Administrators**");
- (2) **NICOVENTURES RETAIL (UK) LIMITED** (Company number 10235033) whose registered office is at Globe House, 1 Water Street, London, United Kingdom, WC2R 3LA (the "**Assignee**").

**RECITALS:**

- (A) The Assignor, the Administrators and the Assignee have agreed to the transfer of certain Trade Marks as are defined below on the terms and subject to the conditions of an Agreement dated 16 May 2017.
- (B) The Assignor is the registered proprietor and the applicant of the Trade Marks as set out in the schedule to this Confirmatory Assignment.
- (C) The parties wish to confirm the assignment of the Trade Marks from the Assignor to the Assignee together with the goodwill associated with them.

**IT IS AGREED:**

1. **INTERPRETATION**

In this Confirmatory Assignment:

- 1.1 except where the context otherwise requires the following words and expressions shall have the following meanings:

"**third party**" means a person other than a party to this Confirmatory Assignment;

"**Trade Marks**" means the trade marks set out in the schedule to this Confirmatory Assignment and each and any of them;

- 1.2 the singular includes the plural and vice versa.

2. **CONFIRMATION OF ASSIGNMENT**

Pursuant to an agreement dated 16 May 2017 between the Assignor (acting by the Administrators) and the Assignee, the Assignor has assigned to the Assignee, effective 16 May 2017 for good and valuable consideration paid by the Assignee, receipt of which is hereby acknowledged:

- (a) such right, title and interest as the Assignor had in the Trade Marks including all common law rights connected therewith; together with
- (b) the goodwill associated with the Trade Marks; and including
- (c) the right to sue for damages and all other remedies in respect of any infringement of the Trade Marks or passing off which may have occurred prior to 16 May 2017; and

(d) all rights of priority (or to claim priority) attaching to the Trade Marks (if any).

3. **GOVERNING LAW**

3.1 This Confirmatory Assignment and any non-contractual obligations arising out of or in connection with it shall be construed and governed according to English Law.

3.2 The parties agree to submit to the exclusive jurisdiction of the English courts to settle any claim, dispute or matter of difference which may arise out of or in connection with this Confirmatory Assignment (including without limitation any counterclaim) and the legal relationships established by this Assignment.

4. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

No third party may enforce any term of this Confirmatory Assignment by virtue of the Contracts (Rights of Third Parties) Act 1999.

5. **COUNTERPARTS**

This Confirmatory Assignment may be executed in any number of counterparts and by the parties on separate counterparts but shall not be effective until each party has executed at least one counterpart. Each counterpart when executed shall be an original of this Confirmatory Assignment and all counterparts shall together constitute one instrument.

SCHEDULE

Trade Mark	Trade Mark No.	Classes	Territory
VAPESTICK	4416751	1, 9, 18, 30, 34, 35, 40	United States

**IN WITNESS** of which the parties hereto have executed and delivered this Confirmatory Assignment on the date written above

**EXECUTED** for and on behalf of **THE VAPESTICK GROUP LIMITED (IN ADMINISTRATION)** acting by

*A. Lohar*  
.....  
(Administrator)

joint administrator as agent and without personal liability pursuant to powers conferred under the Insolvency Act 1986


**EXECUTED** by

for and on behalf of **NICOVENTURES RETAIL (UK) LIMITED**

.....  
(Authorised Signatory)

IN WITNESS of which the parties hereto have executed and delivered this Confirmatory Assignment on the date written above

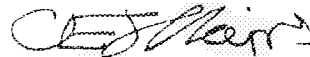
EXECUTED for and on behalf of THE  
VAPESTICK GROUP LIMITED (IN  
ADMINISTRATION) acting by

  
(Administrator)

joint administrator as agent and without  
personal liability pursuant to powers  
conferred under the Insolvency Act 1986

EXECUTED by CRAIG HARRIS

for and on behalf of NICOVENTURES RETAIL  
(UK) LIMITED



(Authorised Signatory)