

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477048

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Imperial Tobacco (Efka) GmbH & Co. KG		03/19/2018	Limited Partnership: GERMANY
RECEIVING PARTY DATA			
Name:	Republic Technologies (NA), LLC		
Street Address:	2301 Ravine Way		
City:	Glenview		
State/Country:	ILLINOIS		
Postal Code:	60025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3030950	EL REY	
Registration Number:	3687424	EL REY	
Registration Number:	2248497	SMOKY	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-269-8000		
Email:	temanuelson@nge.com		
Correspondent Name:	Antony J. McShane		
Address Line 1:	2 North LaSalle St., Suite 1700		
Address Line 2:	Neal, Gerber & Eisenberg LLP		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	19126-0702ProjectRobin		
NAME OF SUBMITTER:	Antony J. McShane		
SIGNATURE:	/Antony McShane/		
DATE SIGNED:	06/06/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of March 19, 2018 (the “**Effective Date**”), is made by Imperial Tobacco (Efka) GmbH & Co. KG (“**Assignor**”), a German limited partnership, c/o Rob Wilkey, 714 Green Valley Road, Greensboro, North Carolina USA 27408, in favor of Republic Technologies (NA), LLC (“**Assignee**”), a Delaware limited liability company, located at 2301 Ravine Way, Glenview, IL 60025, the purchaser of certain assets of Assignor pursuant to that certain Asset Purchase Agreement by and among Commonwealth Brands, Inc., Imperial Tobacco (Efka) GmbH & Co. KG, John Player & Sons Limited, Robert Burton Associates, Ltd., Van Nelle Canada Limited, Van Nelle Tabak Nederland BV, and Etablissements L Lacroix Fils N.V. on one hand, and Republic Technologies (NA), LLC and Top Tobacco, LP on the other hand, dated as of March 19, 2018 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor is selling, assigning, transferring and conveying to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the Canadian Intellectual Property Office;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all of Assignor’s right, title, and interest in and to the trademarks in the United States of America set forth on Schedule 1 hereto (the “**Assigned Trademarks**”), together with the goodwill associated with or symbolized by the Assigned Trademarks, and specifically including:

(a) all rights of any kind whatsoever of Assignor accruing under or with regard to any of the Assigned Trademarks provided by the applicable law (including by common law) of the United States of America;

(b) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;

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

(d) any and all claims and causes of action with respect to 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. Assignor hereby authorizes the officials of the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee.

3. Further Actions. Following the date hereof, upon Assignee's request, at Assignee's cost and expense, Assignor shall 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 necessary or desirable to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto. Assignor hereby irrevocably authorizes and appoints the duly authorized officers of Assignee to execute now and in the future, on its behalf, all documents, assignments, authorizations of agents and further powers of attorney required to file, prosecute, maintain, protect and assign any and all of Assignee's rights in and to the Assigned Trademarks.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

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

6. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. Governing Law. This Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule, whether of the State of New York or any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the Effective Date.

Imperial Tobacco (Efka) GmbH & Co. KG

By:  _____

Name: REINER COOLS

Title: DIRECTOR

Schedule 1
Assigned Trademarks

<u>Trademark</u>	<u>Registration No.</u>
EL REY (& device)	3030950
EL REY (words)	3687424
SMOKY	2248497