

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487363

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sherman's 1400 Broadway N.Y.C., LLC		08/24/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Nat Sherman International, LLC		
Street Address:	10 Sterling Boulevard		
City:	Englewood		
State/Country:	NEW JERSEY		
Postal Code:	07631		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5532935	1930	
Registration Number:	4534240	EPOCA	
Registration Number:	5405483	HOST	
Registration Number:	5436584	METROPOLITAN	
Registration Number:	4848281	PANAMERICANA	
Registration Number:	4973781	SALVADOR RODRIGUEZ	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	TrademarkGroup@altria.com		
Correspondent Name:	Robyn Etricks		
Address Line 1:	601 East Jackson Street		
Address Line 2:	Law Dept -- CRT 3rd Floor		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Robyn Etricks		
SIGNATURE:	/Robyn Etricks/		
DATE SIGNED:	08/24/2018		

OP \$165.00 5532935

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of June 1, 2018, is made by and between Sherman's 1400 Broadway N.Y.C., LLC, a Delaware limited liability company having offices at 10 Sterling Boulevard, Englewood, New Jersey 07631 ("ASSIGNOR"), and Nat Sherman International, LLC, a Delaware limited liability company having offices at 10 Sterling Boulevard, Englewood, New Jersey 07631 (hereinafter "ASSIGNEE" and together with ASSIGNOR, the "PARTIES" and each, a "PARTY").

WHEREAS, ASSIGNOR desires to sell, assign, transfer and set over to ASSIGNEE, and ASSIGNEE desires to purchase, all of the ASSIGNOR's right, title and interest in and to the Assigned Trademarks (defined below).

NOW, THEREFORE, in consideration of the promises and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES hereto agree as follows:

1. **Assignment.** Effective as of the date hereof, ASSIGNOR does hereby sell, assign, transfer and set over to ASSIGNEE, its successors and assigns and ASSIGNEE does hereby purchase for the sum of \$10.00, all of ASSIGNOR's right, title and interest in and to the trademarks listed on Schedule 1 attached hereto (the "Assigned Trademarks"). The foregoing assignment of Assigned Trademarks includes all of the goodwill of the business associated with and symbolized by such Assigned Trademarks, 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 Assigned Trademarks for the use and behalf of ASSIGNEE and its successors, assigns or other legal representative to prosecute Assigned Trademarks 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 Assigned Trademarks.

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 Assigned Trademarks, in any region or country, or that may be necessary to prosecute, protect, or perfect the aforementioned Assigned Trademarks.

c. ASSIGNOR hereby further covenants and agrees that it will communicate to ASSIGNEE any and all facts known to it respecting said Assigned Trademarks, 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 Assigned Trademarks.

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 trademark registrations or applications that may be granted upon said Assigned Trademarks, when granted, to said ASSIGNEE.

3. **Counterparts.** This Assignment may be executed in several counterparts, each of which shall be deemed an original, each such counterpart together shall constitute 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]

ASSIGNEE

Nat Sherman International, LLC

By: _____

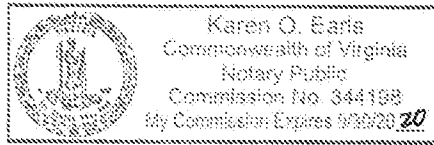
Name: Dominik G. Meier

Title: President/General Manager

Commonwealth of Virginia)
) ss:
County of Henrico)

On this 24th day of August, 2018, before me, a Notary Public in and for said county, personally appeared Dominik G. Meier, who has satisfactorily identified himself as the signer of the foregoing document.

(SEAL)



Karen O Earts
Notary Public

My Commission Expires 09/30/2020

[Signature Page of Nat Sherman International, LLC to Assignment Agreement]

SCHEDULE 1

Trademark Registrations and Applications

TRADEMARK	COUNTRY	REGISTRATION or APPLICATION NUMBER
METROPOLITAN	European Union	1361339
SALVADOR RODRIGUEZ	European Union	013144829
METROPOLITAN	WIPO	1361339
METROPOLITAN	Israel	1361339
1930	United States	87/474,728
EPOCA	United States	4,534,240
HOST	United States	87/474,730
METROPOLITAN	United States	5436584
PANAMERICANA	United States	4848281
SALVADOR RODRIGUEZ	United States	4973781