

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM515766

<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>
Seneca Manufacturing Company		03/22/2019	Partnership: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GTS Enterprises		
<b>Street Address:</b>	175 Rochester Street		
<b>City:</b>	Salamanca		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14779		
<b>Entity Type:</b>	Partnership: NEW YORK		
<b>Composed Of:</b>	<ul style="list-style-type: none"> <li>• Gary Sanden, UNITED STATES, INDIVIDUAL</li> <li>• Travis Heron, UNITED STATES, INDIVIDUAL</li> <li>• Scott Maybee, UNITED STATES, INDIVIDUAL</li> </ul>		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3295569	HERON	
<b>Registration Number:</b>	4401222	NATURE'S NECTAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7168526100		
<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>Phone:</b>	7168477066		
<b>Email:</b>	dprincipe@phillipslytle.com		
<b>Correspondent Name:</b>	David L. Principe		
<b>Address Line 1:</b>	125 Main Street		
<b>Address Line 2:</b>	One Canalside		
<b>Address Line 4:</b>	Buffalo, NEW YORK 14203		
<b>NAME OF SUBMITTER:</b>	David L. Principe		
<b>SIGNATURE:</b>	/david principe/		
<b>DATE SIGNED:</b>	03/25/2019		
<b>Total Attachments: 3</b>			

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## ASSIGNMENT

**THIS ASSIGNMENT** is made as of the 22<sup>nd</sup> day of March, 2019 by Seneca Manufacturing Company, ("Assignor"), a New York partnership having an address of 175 Rochester Street, Salamanca, NY 14779, in favor of GTS Enterprises ("Assignee"), a New York partnership having as partners Gary Sanden, Travis Heron and Scott Maybee, all citizens of the United States, having an address of 175 Rochester Street, Salamanca, NY 14779.

**WHEREAS**, Assignor owns the entire right, title, and interest in the marks, trademark registrations and applications set forth on Schedule A attached hereto (the "Marks"), together with the goodwill of the business, goods and services connected with and symbolized by the Marks;

**WHEREAS**, Assignor desires to assign its right, interest and title in the Marks to Assignee and Assignee desires to acquire the entire right, title and interest in and to the Marks; and;

**WHEREAS**, in order to evidence the acquisition by Assignee of all of Assignor's right, title and interest in and to the Mark and Registrations with a recordable instrument, Assignor has agreed to execute this Assignment in favor of Assignee.

**NOW, THEREFORE**, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey, assign and deliver unto Assignee all of Assignor's right, title and interest throughout the world in and to the Mark and the Registrations, together with the goodwill appurtenant thereto and Assignor's entire right, title and interest in and to any claims in law or equity, including, without limitation, the right to sue for and collect damages arising out of past, present or future infringement or other unauthorized use of the Mark.

**AND**, Assignor agrees that, upon reasonable request by Assignee and at Assignee's expense, Assignor shall execute all papers, instruments, documents and agreements, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary or appropriate to carry out the intent of this Assignment, as well as provide such other material, information or assistance as may be necessary or desirable to carry out the intent of this Assignment.

**AND**, this Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee, and its representatives, successors and assigns.

**IN WITNESS WHEREOF**, Assignor has executed this Assignment on the date first above written.



Schedule A

Mark	Goods	Country	Reg. No.	Reg. Date
HERON	Cigarettes; tobacco	U.S.	3,295,569	September 18, 2007
NATURE'S NECTAR	Smoker's articles, namely cigars and pipe tobacco	U.S.	4,401,222	September 10, 2013

Doc #01-3607416.1