

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526356

<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>
Show Cigars, Inc		04/25/2019	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CDJ Marketing, Inc.		
<b>Street Address:</b>	19 E. Front Street		
<b>City:</b>	Youngstown		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44503		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78344038	SHOW	
<b>Serial Number:</b>	86164655	Z PALMA	
<b>Serial Number:</b>	86980405	TWISTA VILLE	
<b>Serial Number:</b>	87147768	SHOW BLUNT CONE	
<b>Serial Number:</b>	87345226	BEE BERRY	
<b>Serial Number:</b>	87345651	TATA	
<b>Serial Number:</b>	87346917	TROPICAL TWISTA	
<b>Serial Number:</b>	87346501	WET & FRUITY	
<b>Serial Number:</b>	87345414	POCO LOCO	
<b>Serial Number:</b>	87609769	SHOW MASTERS	
<b>Serial Number:</b>	87952503	SHOW KOO\$H	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3307443184		
<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>	(330) 744-5211		
<b>Email:</b>	RHerberger@Roth-Blair.com		
<b>Correspondent Name:</b>	Robert J. Herberger		
<b>Address Line 1:</b>	100 E. Federal Street		
<b>Address Line 2:</b>	Suite 600		

OP \$290.00 78344038

<b>Address Line 4:</b>	Youngstown, OHIO 44503-1893
<b>NAME OF SUBMITTER:</b>	Robert J. Herberger
<b>SIGNATURE:</b>	/Robert J. Herberger/
<b>DATE SIGNED:</b>	06/04/2019
<b>Total Attachments: 3</b> source=Trademark Assignment Agreement- Show Cigar Inc to CDJ 4-25-19#page1.tif source=Trademark Assignment Agreement- Show Cigar Inc to CDJ 4-25-19#page2.tif source=Trademark Assignment Agreement- Show Cigar Inc to CDJ 4-25-19#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**") is entered into this 25th day of April, 2019 (the "**Effective Date**") by and between SHOW CIGARS, INC., a Commonwealth of Pennsylvania Corporation, whose principal address is 315 Green Ridge Rd., Suite H2, New Castle, Pa., 16105 ("**Assignor**") and CDJ MARKETING, INC., an Ohio Corporation, whose principal address is 19 E. Front St., Youngstown, Ohio 44503, ("**Assignee**").

WHEREAS, Assignor owns an undivided right, title and interest in and to Trademark **SHOW MASTERS** Serial Number 87609769, Registration Number 5618689, Trademark **SHOW KOOSH** Serial Number 87952503, Registration Number \_\_\_\_\_, Trademark **WET & FRUITY** Serial Number 87346501, Registration Number 5305721, Trademark **POCO LOCO** Serial Number 87345414, Registration Number 5305638, Trademark **TROPICAL TWISTA** Serial Number 87346917, Registration Number 5285809, Trademark **TATA** Serial Number 87345651, Registration Number 5285706, Trademark **BEE BERRY** Serial Number 87345226, Registration Number 5285673, Trademark **SHOW BLUNT CONE** Serial Number 87147768, Registration Number 5231302, Trademark **TWISTA VILLE** Serial Number 86980405, Registration Number 5088518, Trademark **Z PALMA** Serial Number 86164655, Registration Number 4592443, Trademark **SHOW** Serial Number 78344038, Registration Number 2917367 (hereinafter collectively – the "**Mark**");

WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby with all rights to sue and recover damages and/or profits for past infringements, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

### **1. ASSIGNMENT**

Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark with all rights to sue and recover damages and/or profits for past infringements.

### **2. WARRANTIES AND OBLIGATIONS**

- A. Assignor represents and warrants that:
- (i) Assignor owns the undivided right, title and interest in and to the Mark;
  - (ii) all registrations for the Mark are currently valid and subsisting and in full force and effect;

(iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Mark to any other person or entity;

(iv) there are no liens or security interests against the Mark;

(v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party.

B. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignee's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.

C. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.

### **3. CONSIDERATION**

A. Assignor hereby assigns his trademark rights under this Agreement for a reasonable consideration of Ten and 00/100 Dollars (\$10.00) and other valuable consideration.

### **4. AGREEMENT BINDING ON SUCCESSORS**

This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

### **5. MISCELLANEOUS.**

A. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

B. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Ohio, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Ohio. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

C. This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

D. Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

ASSIGNEE:

By:   
Date: 4-25-19  
Print Name: FADI ZAHRAN,  
Title: President, Show Cigars, Inc.

By:   
Date: 4-25-19  
Print Name: FADI ZAHRAN  
Title: President, CDJ Marketing, Inc.