

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SWI-DE, LLC		07/19/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMH Ventures, Inc.		
Street Address:	2900 Gateway Drive, Suite A		
City:	Pompano Beach		
State/Country:	FLORIDA		
Postal Code:	33069		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4619909	BLUE MOON	
CORRESPONDENCE DATA			
Fax Number:	9543846115		
<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:	9543846114		
Email:	paola@oplaw.net		
Correspondent Name:	Paola C. Canola		
Address Line 1:	2500 Weston Road, Suite		
Address Line 4:	Weston, FLORIDA 33331		
NAME OF SUBMITTER:	Paola C. Canola		
SIGNATURE:	/Paola C. Canola/		
DATE SIGNED:	08/06/2019		
Total Attachments: 4			
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OP \$40.00 4619909

ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (the "Assignment") is entered into this 19 day of XXY, 2019 by and between SWI-DE, LLC, a Delaware limited liability company with offices at 12415 SW 136th Avenue, Suite 7, Miami, FL 33137 (the "Assignor") and BMH Ventures, Inc., a Florida corporation with offices at 2900 Gateway Drive, Suite A, Pompano Beach, FL 33069 (the "Assignee"). The Assignee and the Assignor are hereinafter collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the Assignor is the sole and exclusive owner of the trademark application and registration for the mark identified more fully in the attached Schedule A (the "Trademark"), and further is the sole and exclusive owner of all business good will related therewith; and

WHEREAS, the Assignee desires to acquire all rights, title, and interest in and to the Trademark and all business good will related therewith; and

WHEREAS, the Parties have agreed that the Trademarks of Assignor set forth on the attached Schedule A, shall be assigned to the Assignee to continue to use such trademarks.

WHEREAS, subject to the faithful performance of the terms of this Assignment, Assignee grants a nontransferable, royalty-free, exclusive limited license to Assignor for the Trademark for use on certain tobacco goods in connection with which the Trademark may be used by Assignor in the future.

WHEREAS, such license granted specifically excludes all combustible and non-combustible non-tobacco products; including but not limited to Hemp based products and products containing other plants from the Cannabaceae family; and all smoking devices featuring a non-combustible source of heat including but not limited to any and all e-cigarettes or "vaping" devices.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows:

1. In consideration of the payment by Assignee to Assignor of the sum of one dollar (\$1) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby irrevocably sells, assigns, conveys and transfers unto the Assignee the full and exclusive entire right, title, and interest in and to the Trademark identified in the attached Schedule A, and the business good will associated therewith, including, without limitation, all renewals therefor, all proceeds therefor (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, and the good will of the business associated with and symbolized by the Trademark.
2. Assignee hereby grants a perpetual, nontransferable (except as provided below), royalty-free, exclusive limited license to Assignor for use of the Trademark in

connection with the "Licensed Goods" (as defined below). Pursuant to such license Assignor may use the Trademark in the future anywhere in the world solely in connection with the following goods, which shall include any promotional or marketing materials related to such goods: Cigars, which for purposes hereof shall mean: (i) tobacco filler that is (ii) wrapped in either (a) a whole leaf tobacco binder and a whole leaf tobacco wrapper, or (b) homogenized tobacco paper; and (iii) whether or not such cigar has a filter, tip, or non-tobacco mouthpiece or is capped by hand; and (iv) whether or not such cigar includes any glues, infusions or flavor additives (the "Licensed Goods"); provided, however, that under no circumstances shall the Licensed Goods, or any part of them, including any promotional or marketing materials related thereto, include any hemp based products or products containing other plants from the Cannabaceae family, or any smoking devices featuring a non-combustible source of heat including but not limited to any and all e-cigarettes or "vaping" devices. The foregoing notwithstanding, Assignor may transfer the license rights granted to Assignor herein to any person or entity that acquires a controlling interest in Assignor or substantially all of Assignor's assets.

3. Quality Control. Assignor agrees that all Licensed Goods manufactured, marketed and sold by Assignor pursuant hereto shall be of industry standard quality for such goods. Assignee shall have the right, upon reasonable notice to Assignor and no more than once every twelve (12) months to visit Licensor's U.S. distribution facility to inspect the quality of the Licensed Goods.
4. The Parties hereby agree to execute and deliver any and all additional documents that any other party may reasonably request to effectuate, carry out, and comply with the agreements set forth in this Assignment.
5. All of the terms and provisions of this Assignment are binding upon and inure to the benefit of the Parties, their successors and assigns. If ownership of the Trademark becomes vested in a person or entity other than the Assignee, Assignee or its successors, shall give Notice to Assignor.
6. Any Notice required or inuring this Assignment shall be given to the Parties via email as follows:

As to: SWI-DE, LLC d/b/a Drew Estate
Richard H. Neuwirth, SVP
rneuwirth@drewestate.com
General Counsel

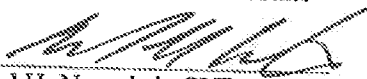
As to: BMH Ventures, Inc.
John Castellano
john.castellano@bmvventures.com
Chief Executive Officer
w/c Oppenheim Law
paola@oplax.net; roy@oplax.net

7. The terms and conditions of this Assignment shall be governed and construed in accordance with federal laws and the laws of the State of Florida without giving effect to the conflicts of laws of any other state. If a court finds that any provision of this

Assignment is not valid or should not be enforced, that fact by itself will not mean that the rest of the Assignment will not be valid or enforced.

8. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument. This Agreement may be executed by portable document format signature, which shall have full force and effects as if original.

IN WITNESS WHEREOF, this Assignment has been duly executed on the day and year first above written.

SWI-DE, LLC d/b/a Drew Estate
By: 

Richard H. Neuwirth, SVP
General Counsel

BMH Ventures, Inc.

By: 

John Castelfano
Chief Executive Officer

Assignment of Trademark
BLUE MOON®
U.S. Reg. No. 4619909
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SCHEDULE A
TRADEMARK

U.S. Trademark:

<i>MARK</i>	<i>US SERIAL No.</i>	<i>REGISTRATION No.</i>
BLUE MOON	86117954	4619909