

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLD Acquisitions LLC		07/02/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Rogue Holdings, LLC		
Street Address:	20 Thorndal Circle		
City:	Darien		
State/Country:	CONNECTICUT		
Postal Code:	06820		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5481216	ROGUE	
Serial Number:	87799167	R	
Registration Number:	5471568	NICOTINE ON DEMAND	
CORRESPONDENCE DATA			
Fax Number:	9198618913		
<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:	9198618903		
Email:	mtepper@teiplaw.com		
Correspondent Name:	Maury M. Tepper, III		
Address Line 1:	3724 Benson Drive		
Address Line 4:	Raleigh, NORTH CAROLINA 27609		
ATTORNEY DOCKET NUMBER:	PLD/Rogue assign		
NAME OF SUBMITTER:	Maury M. Tepper, III		
SIGNATURE:	/Maury M. Tepper, III/		
DATE SIGNED:	10/02/2019		
Total Attachments: 6			
source=Trademark Assignment#page1.tif			
source=Trademark Assignment#page2.tif			

OP \$90.00 5481216

source=Trademark Assignment#page3.tif

source=Trademark Assignment#page4.tif

source=Trademark Assignment#page5.tif

source=Trademark Assignment#page6.tif

CONFIRMATORY TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement ("Trademark Assignment"), dated as of July 2, 2018, is made by PLD Acquisitions LLC, a Delaware limited liability company, located at 609-2 Cantiague Rock Road, Westbury, NY 11590 ("PLDA," or "Assignor"), and Rogue Holdings, LLC, a Delaware limited liability company, located at 20 Thorndal Circle, Darien, CT 06820 ("Rogue" or "Assignee"), the recipient of certain assets pursuant to the Contribution and Subscription Agreement, dated as of July 2, 2018 (the "Contribution Agreement") certain license rights pursuant to the License Agreement, dated as of July 2, 2018 (the "License Agreement"), and certain supply rights pursuant to the Supply Agreement, dated as of July 2, 2018 (the "Supply Agreement").

WHEREAS, under the terms of the Contribution Agreement, the Assignor conveyed, transferred, and assigned to the Assignee certain trademarks identified on Schedule 1, and the parties desire to confirm and record this assignment with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the PLDA and Rogue hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PLDA hereby irrevocably conveys, transfers, and assigns to Rogue, and Rogue hereby accepts, all of PLDA's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 and all foreign counterparts, issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of PLDA accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(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 foregoing; 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 and Further Actions. PLDA hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Rogue. Following the date hereof, upon Rogue's reasonable request, PLDA shall take such steps and actions, and provide such cooperation and assistance to Rogue 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 to effect, evidence, or perfect the assignment of the Assigned Trademarks to Rogue, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Contribution Agreement and License Agreement. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement and License 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 Contribution Agreement or License Agreement, as applicable, and the terms hereof, the terms of the Contribution Agreement or License Agreement, as applicable, shall govern.

4. 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.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the NicoGen Parties have duly executed and delivered this Trademark Assignment as of the date first written above.

PLD ACQUISITIONS LLC

By: [Signature]

Name: Mitchell Singer

Title: President

Address for Notices:

609-2 Cantiague Rock Road

Westbury, NY 11590

Attn: President

ACKNOWLEDGMENT

STATE OF NEW YORK)
)
) SS.
)
COUNTY OF NASSAU)

On the 2 day of July, 2018, before me personally appeared Mitchell Singer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of PLD Acquisitions LLC, the Delaware limited liability company described, and acknowledged the instrument to be his free act and deed/the free act and deed of PLD Acquisitions LLC for the uses and purposes mentioned in the instrument.

[Signature]

Notary Public
Printed Name: MELISSA VALUKIS

My Commission Expires:
June 23, 2020

MELISSA A VALUKIS
Notary Public, State of New York
No. 01VA6188328
Qualified in Nassau County
Commission Expires June 23, 2020

AGREED TO AND ACCEPTED:

Rogue Holdings, LLC

By: Howard Romanow

Name: Howard Romanow

Title: Manager

Address for Notices: Thorndal Circle

Darien, CT 06820

ACKNOWLEDGMENT

STATE OF _____)

)SS.

COUNTY OF _____)





On the _____ day of _____, 2018, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Manager of Rogue Holdings, LLC, the Delaware limited liability company described, and acknowledged the instrument to be his free act and deed/the free act and deed of Rogue Holdings, LLC for the uses and purposes mentioned in the instrument.


Notary Public

Printed Name:

My Commission Expires:

Schedule 1
Trademark Registrations & Applications

Mark	Record Owner	Jurisdiction	Status	Serial/Reg. No.	Filing/Issue Date
ROGUE	PLD Acquisition LLC	U.S.	Registered	5481216	5/29/2018 (registered)
	PLD Acquisition LLC	U.S.	Pending	87799167	2/15/2018 (filed)
NICOTINE ON DEMAND	PLD Acquisition LLC	U.S.	Registered	5471568	5/15/2018 (registered)
ROGUE	PLD Acquisition LLC	Brazil	Pending	913936456	12/20/2017 (filed)
	PLD Acquisition LLC	Brazil	Pending	914850660	6/13/2018 (filed)
ROGUE	PLD Acquisition LLC	Canada	Pending	1869292	11/22/2017 (filed)
	PLD Acquisition LLC	Canada	Pending	1901630	5/30/2018 (filed)
ROGUE	PLD Acquisition LLC	Paraguay	Pending	1795455	12/14/2017 (filed)
	PLD Acquisition	Paraguay	Not yet filed		
ROGUE	PLD Acquisition LLC	Madrid Protocol: Designation for Armenia, EUIPO, India, Mexico, Russia	Registered	1381942	11/21/2017 (filed and registered)

Mark	Record Owner	Jurisdiction	Status	Serial/Reg. No.	Filing/Issue Date
	PLD Acquisition LLC	Madrid Protocol: Designation for Armenia, EUIPO, India, Mexico, Russia	Pending	Not yet available	5/29/2018 (filed)

44860985;4