

900520955 10/28/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546895

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Susan M. Jesmer		07/15/2019	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Native Trading Associates, LLC		
Street Address:	442 Frogtown Road		
City:	Hogansburg		
State/Country:	NEW YORK		
Postal Code:	13655		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2986748	NATIVE	
Registration Number:	3569591	NATIVE	
Registration Number:	3654703	NATIVE	
Registration Number:	4502500	NATIVE	
Registration Number:	4603249	NATIVE	
Registration Number:	3098762	MADE BY THE ORIGINAL TOBACCO TRADERS	
Registration Number:	3698883	MADE BY THE ORIGINAL TOBACCO TRADERS	
Registration Number:	3624168	MADE BY THE ORIGINAL TOBACCO TRADERS	
Registration Number:	3403115	NATIVE TRADING ASSOCIATES	
Registration Number:	4006461	NATIVE TRADING ASSOCIATES	
Registration Number:	4006462	NATIVE TRADING ASSOCIATES	
Registration Number:	3981970	NATIVE TRADING ASSOCIATES	
Registration Number:	2991054	LA NATIVE	
Serial Number:	87892211	LA NATIVE	
Registration Number:	4046435	MOHAWK	
Registration Number:	4298544	NATIVE SELECT	
Serial Number:	87712131	THE ORIGINAL TOBACCO TRADERS	
CORRESPONDENCE DATA			

CH \$440.00 2986748

Fax Number: 4048853900

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.

Phone: 4048853155

Email: austin.padgett@troutmansanders.com

Correspondent Name: Austin Padgett

Address Line 1: 600 Peachtree St. NE, Suite 3000

Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	037142.56 TM Assignment
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NAME OF SUBMITTER:	Austin Padgett
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SIGNATURE:	/Austin Padgett/
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DATE SIGNED:	10/28/2019
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Total Attachments: 10

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is dated effective as of July 15, 2019, by and between Susan M. Jesmer (the "Assignor") and Native Trading Associates, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms appearing in this Assignment, but not otherwise defined, shall have the meanings given to them in the Contribution Agreement (as defined below).

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks set forth on Schedule A, including any corresponding trademark applications and registrations, (the "Trademarks"), free and clear of all Liens;

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as of July 15, 2019 (the "Contribution Agreement"), pursuant to which Assignor has contributed to the Assignee certain assets, including the Trademarks; and

WHEREAS, Assignee and Assignor desire to enter this Assignment to effect the transfer of the Trademarks.

AGREEMENT

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

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks, free and clear of all Liens together with all of Assignor's right, title and interest in and to the goodwill of the business associated with and symbolized by such Trademarks, and any rights of Assignor to sue, to recover for damages and profits, and to pursue other remedies for any past or future infringement of the Trademarks in the United States or any foreign jurisdiction.
2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further instruments of conveyance, transfer, assignment and other documents, to take any and all further actions, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Trademarks, to give full effect to this Assignment, and to enable such right, title and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States or any other country.
3. Successors and Assigns. This Assignment is binding on Assignor and its respective successors and assigns and inures to the benefit of Assignee and its successors and assigns.
4. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Assignment shall be governed by and construed in accordance with the

laws governing the Contribution Agreement in the manner set forth in the Contribution Agreement.

5. Further Assurances. Each of Assignor and Assignee agree to do such further acts and to execute and deliver any further agreements, instruments or documents as may be necessary or appropriate to carry out the purposes of this Assignment.

6. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Assignment. The execution of this Assignment by any of the parties may be evidenced by way of a facsimile transmission of such party's signature, or a photocopy of such facsimile transmission, and such facsimile signature shall be deemed to constitute the original signature of such party hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound hereby, each of Assignor and Assignee has executed this Assignment as of the date first above written.

ASSIGNOR:




Susan M. Jesmer

ASSIGNEE:

Native Trading Associates, LLC

By:



Susan M. Jesmer
President

SCHEDULE A

TRADEMARKS

<u>Country</u>	<u>Owner Name</u>	<u>Mark Name</u>	<u>Class/Goods</u>	<u>File Date</u>	<u>Application #</u>	<u>Registration #</u>	<u>Registration Date</u>	<u>Status</u>
CANADA	Susan M. Jesmer d/b/a Native Trading Associates	NATIVE & Design	34 - Cigarettes	9/1/2009	1,424,029	TMA807,093	9/20/2011	REGISTERED
CANADA	Susan M. Jesmer d/b/a Native Trading Associates	NATIVE & Design	34 - Roll your own tobacco	2/9/2009	1,427,163	TMA807,098	9/20/2011	REGISTERED
CANADA	Susan M. Jesmer d/b/a Native Trading Associates	MADE BY THE ORIGINAL TOBACCO TRADERS (Stylized)	34 - Cigarettes	4/20/2009	1,435,077	TMA824,036	5/14/2012	REGISTERED
COLOMBIA	Susan M. Jesmer d/b/a Native Trading Associates	ALL NATURAL NATIVE MADE BY THE ORIGINAL TOBACCO TRADERS and Design	34 - tobacco; articles for smokers; matches	9/2/2011	11/113008	452607	6/22/2012	REGISTERED

<u>Country</u>	<u>Owner Name</u>	<u>Mark Name</u>	<u>Class/Goods</u>	<u>File Date</u>	<u>Application #</u>	<u>Registration #</u>	<u>Registration Date</u>	<u>Status</u>
DOMINICAN REPUBLIC	Susan M. Jesmer d/b/a Native Trading Associates	NATIVE	34 - Tobacco; smokers' articles; cigarettes; pipe tobacco; cigars; snuff; matches	5/23/2018	2018-21023			PENDING
GUATEMALA	Susan M. Jesmer	MOHAWK	34 - tobacco; cigarettes; articles for smokers; matches	8/12/2011	2011-06927	182947	5/8/2012	REGISTERED
GUATEMALA	Susan M. Jesmer	NATIVE	34 - tobacco; cigarettes; articles for smokers; matches	8/12/2011	2011-06929			PENDING
JAPAN	Susan M. Jesmer	NATIVE	34 - Cigarettes	4/19/2005	2005-354969	855430	4/19/2005	REGISTERED
MEXICO	Susan M. Jesmer d/b/a Native Trading Associates	MADE BY THE ORIGINAL TOBACCO TRADERS	34 - tobacco; cigarettes; articles for smokers; matches	6/29/2009	0054487	55724	6/29/2009	REGISTERED
MEXICO	Susan M. Jesmer d/b/a Native Trading Associates	MOHAWK	34 - tobacco; cigarettes; articles for smokers; matches	8/18/2011	1204233	1264198	8/18/2011	REGISTERED

<u>Country</u>	<u>Owner Name</u>	<u>Mark Name</u>	<u>Class/Goods</u>	<u>File Date</u>	<u>Application #</u>	<u>Registration #</u>	<u>Registration Date</u>	<u>Status</u>
MEXICO	Susan M. Jesmer d/b/a Native Trading Associates	NATIVE	34 - tobacco; cigarettes; articles for smokers; matches	6/29/2009	1016476	1126762	6/29/2009	REGISTERED
MEXICO	Susan M. Jesmer d/b/a Native Trading Associates	LA NATIVE	35 - tobacco; cigarettes; articles for smokers; matches	11/17/2010	1135014	1206899	11/17/2010	REGISTERED
PANAMA	Susan M. Jesmer	MOHAWK & Design	34 - cigarettes, snuff, smoking accessories	8/4/2011	202913-01	202913	8/4/2011	REGISTERED
UNITED STATES	Susan M. Jesmer d/b/a Native Trading Associates	NATIVE	34 - Cigarettes	4/22/2002	76/399,249	2,986,748	8/23/2005	REGISTERED
UNITED STATES	Susan M. Jesmer d/b/a Native Trading Associates	NATIVE & Design	034 - Cigarettes	6/17/2008	77/500,556	3,569,591	2/3/2009	REGISTERED

<u>Country</u>	<u>Owner Name</u>	<u>Mark Name</u>	<u>Class/Goods</u>	<u>File Date</u>	<u>Application #</u>	<u>Registration #</u>	<u>Registration Date</u>	<u>Status</u>
UNITED STATES	Susan M. Jesmer d/b/a Native Trading Associates	NATIVE & Design	34 - Roll your own tobacco	1/22/2009	77/654,728	3,654,703	7/14/2009	REGISTERED
UNITED STATES	Susan M. Jesmer d/b/a Native Trading Associates	NATIVE	34 - Pipe tobacco	9/5/2012	85/721,238	4,502,500	3/25/2014	REGISTERED
UNITED STATES	Susan M. Jesmer d/b/a Native Trading Associates	NATIVE	34 - Electronic cigarettes; Electronic cigarettes for use as an alternative to traditional cigarettes	11/21/2013	86/125,829	4,603,249	9/9/2014	REGISTERED
UNITED STATES	Susan M. Jesmer	MADE BY THE ORIGINAL TOBACCO TRADERS	34 - Cigarettes	12/17/2002	78/195,277	3,098,762	5/30/2006	REGISTERED
UNITED STATES	Susan M. Jesmer d/b/a Native Trading Associates	MADE BY THE ORIGINAL TOBACCO TRADERS (Stylized)	34 - Cigarettes	4/14/2009	77/713,895	3,698,883	10/20/2009	REGISTERED

<u>Country</u>	<u>Owner Name</u>	<u>Mark Name</u>	<u>Class/Goods</u>	<u>File Date</u>	<u>Application #</u>	<u>Registration #</u>	<u>Registration Date</u>	<u>Status</u>
UNITED STATES	Susan M. Jesmer d/b/a Native Trading Associates	MADE BY THE ORIGINAL TOBACCO TRADERS	34 - Roll your own tobacco	2/21/2008	77/402,837	3,624,168	5/19/2009	REGISTERED
UNITED STATES	Susan M. Jesmer	NATIVE TRADING ASSOCIATES	40 - Manufacture of cigarettes to order and specification of others	8/10/2005	78/689,832	3,403,115	3/25/2008	REGISTERED
UNITED STATES	Susan M. Jesmer d/b/a Native Trading Associates	NATIVE TRADING ASSOCIATES	40 - Manufacturing services for others in the field of tobacco products	12/25/2007	77/359,156	4,006,461	8/2/2011	REGISTERED
UNITED STATES	Susan M. Jesmer d/b/a Native Trading Associates	NATIVE TRADING ASSOCIATES	39 - Distribution services, namely, delivery of tobacco products	12/25/2007	77/359,157	4,006,462	8/2/2011	REGISTERED

<u>Country</u>	<u>Owner Name</u>	<u>Mark Name</u>	<u>Class/Goods</u>	<u>File Date</u>	<u>Application #</u>	<u>Registration #</u>	<u>Registration Date</u>	<u>Status</u>
UNITED STATES	Susan M. Jesmer d/b/a Native Trading Associates	NATIVE TRADING ASSOCIATES & Design	40 - Manufacture of general product lines in the field of tobacco to the order and specification of others	3/26/2009	77/699,877	3,981,970	6/21/2011	REGISTERED
UNITED STATES	Susan M. Jesmer d/b/a Native Trading Associates	LA NATIVE	34 - CIGARS AND CIGAR BOXES, NOT OF PRECIOUS METALS	9/2/2003	76/542,237	2,991,054	9/6/2005	REGISTERED
UNITED STATES	Susan M. Jesmer	LA NATIVE	34 - Cigarettes	4/25/2018	87/892,211			PENDING
UNITED STATES	Susan M. Jesmer d/b/a Native Trading Associates	MOHAWK	34 - Cigarettes; Smoking tobacco	7/17/2010	85/087,111	4,046,435	10/25/2011	REGISTERED
UNITED STATES	Susan M. Jesmer d/b/a Native Trading Associates	NATIVE SELECT	34 - Cigarettes; Smoking tobacco	6/15/2010	85/063,307	4,298,544	3/5/2013	REGISTERED

<u>Country</u>	<u>Owner Name</u>	<u>Mark Name</u>	<u>Class/Goods</u>	<u>File Date</u>	<u>Application #</u>	<u>Registration #</u>	<u>Registration Date</u>	<u>Status</u>
UNITED STATES	Susan M. Jesmer d/b/a Native Trading Associates	THE ORIGINAL TOBACCO TRADERS	34 - Cigarettes	12/7/2017	87712,131			PENDING
WIPO	Susan M. Jesmer	NATIVE	34 - Cigarettes	4/19/2005	855430	855430	4/19/2005	REGISTERED