

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tobacco Merchants Association of the United States, Inc.		12/13/2019	Non-Profit Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Kretek International, Inc.		
Street Address:	5449 Endeavour Court		
City:	Moorpark		
State/Country:	CALIFORNIA		
Postal Code:	93021		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88419498	TOBACCONIST	
Serial Number:	86554139	CIGARS & LEISURE	
Serial Number:	75093099	PIPES AND TOBACCOS	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	954-991-5444		
Email:	mhtrademarks@dickinsonwright.com		
Correspondent Name:	Catherine F. Hoffman		
Address Line 1:	350 East Las Olas Blvd, Suite 1750		
Address Line 4:	Ft. Lauderdale, FLORIDA 33301		
ATTORNEY DOCKET NUMBER:	086863-00147		
NAME OF SUBMITTER:	Julie Dahlgard		
SIGNATURE:	/julie dahlgard/		
DATE SIGNED:	03/18/2020		
Total Attachments: 4			
source=ASSIGNMENT#page1.tif			

OP \$90.00 88419498

source=ASSIGNMENT#page2.tif

source=ASSIGNMENT#page3.tif

source=ASSIGNMENT#page4.tif

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") is entered into as of this 13th day of December, 2019, by and between Tobacco Merchants Association of the United States Inc., a Delaware nonprofit corporation, with its principal place of business located at 901 Jones Franklin Road, Suite 102, Raleigh, NC 27606 (hereinafter referred to as "Assignor"), and Kretek International, Inc., a California corporation, with a place of business at: 5449 Endeavour Court, Moorpark, California 93021 (hereinafter referred to as "Assignee").

WHEREAS, Assignee is a successor to that portion of Assignor's ongoing and existing business to which the marks pertain, and Assignor and Assignee have agreed to assign certain assets of the Assignor which include, among others, trademarks and trademark applications and registrations listed on the attached Schedule A (the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the Trademarks, and Assignor has agreed to assign to Assignee its entire worldwide right, title and interest in, to and under the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks;

NOW THEREFORE, and incorporating all above paragraphs as part of this agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, transfers and conveys to Assignee its entire worldwide right, title and interest in, to and under the Trademarks, and any associated applications and registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, and all rights and causes of action to recover past, present or future damages, royalties, fees, profits or other relief, including but not limited to, equitable and injunctive relief ensuing from infringement of the Trademarks.

Assignor further represents and warrants that it has not transferred, assigned, hypothecated or granted a security interest in the Trademarks to any third party.

Assignor further represents and warrants that it has the full right to sell, transfer, and assign the Trademarks to Assignee, and has good and marketable title thereto, free and clear of all liens. Following this Assignment, Assignee will be the lawful owner of, and have good title to, the Trademarks, free and clear of all liens, all in accordance with the terms, conditions and limitations set forth in the Asset Purchase Agreement.

Further, Assignor agrees to execute and provide promptly after the execution hereof, such further instruments, documents or assignments as may be reasonably necessary to effectuate the purposes of this transaction and to consolidate, vest and record in Assignee its rights in, to and under the Trademarks.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly

executed and delivered as of the date first above written.

ASSIGNOR

TOBACCO MERCHANTS ASSOCIATION OF THE UNITED STATES, INC.
a Delaware nonprofit corporation

BY: 

Christopher B. Greer, President & CEO

ASSIGNEE

KRETEK INTERNATIONAL, INC.
a California corporation

BY: _____

Sean Cassar, President

executed and delivered as of the date first above written.

ASSIGNOR

TOBACCO MERCHANTS ASSOCIATION OF THE UNITED STATES, INC.
a Delaware nonprofit corporation

BY: _____
Christopher B. Greer, President & CEO

ASSIGNEE


KRETEK INTERNATIONAL, INC.
a California corporation

BY: _____

Sean Caesar, President

SCHEDULE A

US Trademarks:

Mark	Filing Date	Application Serial No.	Registration No.	Int'l Class(es)
TOBACCONIST	May 7, 2019	88419498	None	16
CIGARS & LEISURE	March 5, 2015	86554139	4919743	16
	April 23, 1996	75093099	2069241	16