

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sherman's 1400 Broadway N.Y.C., LLC		08/14/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Philip Morris USA Inc.		
Street Address:	6601 WEST BROAD STREET		
City:	RICHMOND		
State/Country:	VIRGINIA		
Postal Code:	23230		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76249231	NATS	
Serial Number:	76307422	NATS	
Serial Number:	87550810		
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2028050986		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	08/18/2020		
Total Attachments: 5			
source=Executed Trademark Assignment - Nat's#page1.tif			
source=Executed Trademark Assignment - Nat's#page2.tif			
source=Executed Trademark Assignment - Nat's#page3.tif			

CH \$90.00 76249231

source=Executed Trademark Assignment - Nat's#page4.tif

source=Executed Trademark Assignment - Nat's#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") effective as of August 12, 2020 (the "Effective Date") by and between Sherman's 1400 Broadway N.Y.C., LLC, a Delaware limited liability company ("Assignor") and Philip Morris USA Inc., a Virginia corporation ("Assignee").

WHEREAS, under the terms of that certain Asset Purchase Agreement dated as of August 12, 2020 (the "Purchase Agreement") by and between Assignor and Assignee, Assignor has conveyed, transferred, and assigned to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Purchase Price paid by the Assignee to Assignor under the Purchase Agreement and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged by Assignor and Assignee, and with the intent to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
 - a) The trademark registrations and trademark application set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof; provided that, with respect to the United States intent-to-use trademark application set forth on Schedule 1 hereto, the transfer of such application accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - b) all rights of any kind whatsoever of Assignor 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. Assignor 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 Assignment upon request by Assignee. Upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assignee, or any assignee or successor thereto.
3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further

statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

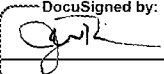
4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
5. Successors and Assigns. This Assignment is binding on the Assignor and its successors and assigns and inures to the benefit of the Assignee and its successors and assigns.
6. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action based upon, arising out of, or relating to this Assignment shall be governed by and construed in accordance with the substantive laws of the United States and the Commonwealth of Virginia, without regard to principles of conflict of laws.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Sherman's 1400 Broadway N.Y.C., LLC

Signed:  _____
DocuSigned by:
011EEB377E18449...

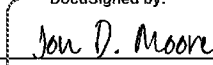
Name: Jessica R. Pierucki

Title: President/General Manager

Date: 8/14/2020

ASSIGNEE:

Philip Morris USA Inc.

Signed:  _____
DocuSigned by:
5E4E01536429444...

Name: Jon D. Moore

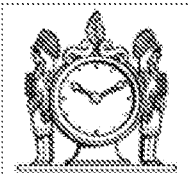
Title: President and Chief Executive Officer

Date: 8/18/2020

[Schedule 1 on following page]

**Schedule 1
Assigned Trademarks**

1. U.S. Trademark Applications and Registrations

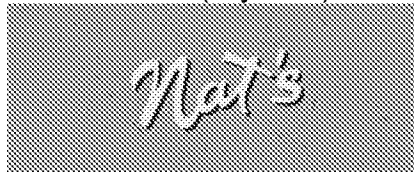
Country	Trademark	Status	App. No	App. Date	Reg. No.	Reg. Date
United States	NATS	Registered	76249231	May 1, 2001	2633161	October 8, 2002
United States	NATS	Registered	76307422	August 30, 2001	3018179	November 22, 2005
United States	Design Only 	Allowed	87550810	August 1, 2017	TBD	TBD

2. International Trademark Applications and Registrations

Country	Trademark	Status	App. No	App. Date	Reg. No.	Reg. Date
European Union	NATS	Registered	002833341	August 29, 2002	002833341	August 29, 2003
Japan	NATS	Registered	2002-075364	September 4, 2002	4661674	April 11, 2003
Russia	NATS	Registered	2002717374	September 2, 2002	25013400	June 27, 2003

3. US Common Law Trademarks

NAT'S
NAT'S (Stylized)



Leaf Design

