

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM619586

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sherman's 1400 Broadway N.Y.C., LLC		10/12/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Philip Morris USA Inc.		
<b>Street Address:</b>	6601 W. Broad Street		
<b>City:</b>	Richmond		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23230		
<b>Entity Type:</b>	Corporation: VIRGINIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87797496	DELICADOS	
<b>Registration Number:</b>	2015795	FANTASIA	
<b>Registration Number:</b>	3710241	HINT	
<b>Registration Number:</b>	2036884	MCD	
<b>Registration Number:</b>	2870341	NEW YORK CUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	trademarkgroup@altria.com		
<b>Correspondent Name:</b>	Robyn Etricks		
<b>Address Line 1:</b>	601 East Jackson Street		
<b>Address Line 2:</b>	CRT- Law Dept		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>NAME OF SUBMITTER:</b>	Robyn Etricks		
<b>SIGNATURE:</b>	/Robyn Etricks/		
<b>DATE SIGNED:</b>	01/11/2021		
<b>Total Attachments: 34</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") effective as of October 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 Amended and Restated Asset Purchase Agreement dated as of October 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

DocuSigned by:

Signed: Jessica Pierucki

Name: Jessica R. Pierucki

Title: General Manager

Date: 12/7/2020

ASSIGNEE:

Philip Morris USA Inc.

DocuSigned by:

Signed: Jon D. Moore

Name: Jon D. Moore

Title: President and Chief Executive Officer

Date: 12/4/2020

**[Schedule 1 on following page]**

**Schedule 1**  
**Assigned Trademarks**

1. U.S. Trademark Applications and Registrations

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App. No</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal Date</u>
United States	DELICADOS	Allowed	87797496	February 14, 2018	TBD	TBD	TBD
United States	FANTASIA	Registered	75039744	January 3, 1996	2015795	November 12, 1996	11/12/2026
United States	HINT	Registered	77606294	November 3, 2008	3710241	November 10, 2009	11/10/2029
United States	MCD	Registered	75039748	January 3, 1996	2036884	February 11, 1997	02/11/2027
United States	NEW YORK CUT	Registered	76976115	March 4, 2002	2870341	August 3, 2004	08/03/2024

2. International Trademark Applications and Registrations

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Registered Owner</u>	<u>Renewal Date</u>
China	FANTASIA	Registered	1241794	11/12/1997	1241794	01/21/1999	NAT SHERMAN LLC	01/20/2029
China	梦幻曲 FANTASIA (in Chinese characters)	Registered	1241796	11/12/1997	1241796	01/21/1999	NAT SHERMAN LLC	01/20/2029
Hong Kong	FANTASIA	Registered	199809959	11/26/1997	199809959	11/26/1997	NAT SHERMAN, INC.	11/26/2024
Hong Kong	梦幻曲 FANTASIA (in Chinese characters)	Registered	199907269	11/26/1997	199907269	11/26/1997	NAT SHERMAN, INC.	11/26/2024
Japan	FANTASIA	Registered	1988-048641	04/18/1988	2410176	05/31/1991	NAT SHERMAN, INC.	05/31/2021

Japan	NEW YORK CUT	Registered	4661675	09/04/2002	4661675	04/11/2003	NAT SHERMAN, INC.	04/11/2023
Korea	FANTASIA	Registered	4019880014563	06/30/1988	40-184243	11/30/1989	SHERMAN'S 1400 BROADWAY N.Y.C.	11/30/2029
Singapore	FANTASIA	Registered	T8804287F	08/15/1988	T8804287F	07/26/1990	NAT SHERMAN, INC.	08/15/2025
Taiwan	FANTASIA	Registered	077015049	04/11/1988	00436395	04/01/1989	SHERMAN'S 1400 BROADWAY N.Y.C.	03/31/2029
Taiwan	MCD	Registered	077015051	04/11/1988	00436397	04/01/1989	SHERMAN'S 1400 BROADWAY N.Y.C.	03/31/2029
Taiwan	梦幻曲 FANTASIA (in Chinese characters)	Registered	086058323	11/14/1997	00839140	02/01/1999	SHERMAN'S 1400 BROADWAY N.Y.C.	01/31/2029

**AMENDED AND RESTATED  
ASSET PURCHASE AGREEMENT**

This AMENDED AND RESTATED ASSET PURCHASE AGREEMENT (this “Agreement”), effective as of October 12, 2020, by and between Philip Morris USA Inc., a Virginia corporation (the “Buyer”), and Sherman’s 1400 Broadway N.Y.C., LLC, a Delaware limited liability company (the “Seller”) (Buyer and Seller each a “Party” and, collectively, the “Parties”), amends and restates that certain Asset Purchase Agreement, effective as of August 12, 2020, between the Parties (the “Original Agreement” and as amended and restated hereby, the “Agreement”) recites and provides as follows:

**RECITALS**

**WHEREAS**, the Parties entered into the Original Agreement whereby the Seller agreed to sell and Buyer agreed to buy substantially all of the assets owned by and other rights of Seller in certain tangible and intangible assets used in the manufacturing, marketing and selling of Nat’s brand family cigarette products (the “Nat’s Product Line”), all in accordance with the terms set forth therein; and

**WHEREAS**, Seller and Buyer now wish to amend and restate the Original Agreement to include the sale of additional intangible assets used in the manufacturing, marketing and selling of certain other cigarette product brands (the “Additional Brands”) by amending Schedule 2.1(e) and Schedule 2.2.

**NOW, THEREFORE**, in consideration of the promises and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I  
DEFINITIONS**

When used in this Agreement, the following terms have the meanings specified in this Article I:

- 1.1 Acquired Assets has the meaning set forth in Section 2.1.
- 1.2 Acquired Intellectual Property has the meaning set forth in Section 2.1(e), as amended.
- 1.3 Additional Brands has the meaning set forth in the Recitals of this Agreement.
- 1.4 Agreement has the meaning set forth in the preamble to this Agreement.
- 1.5 Assignment and Assumption Agreement has the meaning set forth in Section 7.1(b).
- 1.6 Assumed Contracts has the meaning set forth in Section 2.1(b).



- 1.7 Assumed Liabilities has the meaning set forth in Section 3.1.
- 1.8 Buyer has the meaning set forth in the preamble to this Agreement.
- 1.9 Buyer Indemnified Parties has the meaning set forth in Section 8.1(a).
- 1.10 Closing means the closing of the transactions contemplated hereby to be held at 10:00 a.m., Eastern Standard Time, on the Closing Date.
- 1.11 Closing Date has the meaning set forth in the preamble to this Agreement.
- 1.12 Contracts means those contracts, agreements, purchase orders, leases of personal property (such as computers and copiers), sales orders and license agreements (including, but not limited to, software licenses and licenses for Intellectual Property) to which Seller is a party or by which Seller is bound or to which any of the Acquired Assets is subject.
- 1.13 Direct Claim has the meaning set forth in Section 8.3(a).
- 1.14 Effective Time means 12:01 a.m., Eastern Standard Time, on the Closing Date.
- 1.15 Excluded Assets has the meaning set forth in Section 2.2, as amended.
- 1.16 Excluded Liabilities has the meaning set forth in Section 3.2.
- 1.17 Indemnified Party has the meaning set forth in Section 8.3(a).
- 1.18 Indemnifying Party has the meaning set forth in Section 8.3(a).
- 1.19 Intellectual Property means all intellectual property rights, including, without limitation, (a) all inventions, patents and patent applications, (b) all trademarks, service marks, trade dress, logos and tradenames, (c) all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith, (d) all trade secrets and confidential business information (including ideas, research and development, know-how, show-how, compositions, designs, drawings, specifications, pricing and cost information and business and market plans and proposals) and (d) all computer software and source code (including hard copy and soft copy as well as all data and related documentation).
- 1.20 Losses has the meaning set forth in Section 8.1(a).
- 1.21 Nat's Product Line has the meaning set forth in the Recitals of this Agreement.
- 1.22 Parties means Buyer and Seller (Party means either Buyer or Seller).
- 1.23 Permits means governmental approvals, authorizations, registrations, permits, franchise permits, certificates of occupancy, other certifications and licenses.
- 1.24 Permitted Liens means liens for taxes not yet due and payable as of the Closing Date.

1.25 Person means any individual, corporation, partnership, limited liability company, association, trust, unincorporated entity or other legal entity.

1.26 Purchase Price means One hundred sixty-six million dollars (\$166,000,000).

1.27 Seller has the meaning set forth in the preamble to this Agreement.

1.28 Seller Indemnified Parties has the meaning set forth in Section 8.2(a).

1.29 Third-Party Claim has the meaning set forth in Section 8.3(a).

1.30 Trademark Assignment has the meaning set forth in Section 7.1(c).

## **ARTICLE II** **PURCHASE AND SALE OF ASSETS**

### 2.1 Acquired Assets.

Subject to the terms and conditions set forth in this Agreement, at the Closing and effective as of the Effective Time, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and accept from Seller, free and clear of all liens (other than Permitted Liens), all of Seller's right, title and interest in and to the assets that are used exclusively in the Nat's Product Line and the Additional Brands (other than the Excluded Assets) as currently conducted (collectively, the "Acquired Assets"), including, but not limited to:

(a) inventories of raw materials, supplies, components and other inventory and equipment, including those items listed on Schedule 2.1(a) hereto;

(b) all right, title and interest of Seller in and to the Contracts listed on Schedule 2.1(b) hereto (the "Assumed Contracts"), and all rights to receive services rendered and to receive goods and services pursuant to the Assumed Contracts, and to assert claims and to take other actions in respect of breaches, defaults and other violations thereunder that arise or accrue after the Effective Time;

(c) all right, title and interest of Seller in and to any and all Permits exclusively related to the Nat's Product Line, the Additional Brands or the Acquired Assets to the extent such Permits are transferable;

(d) all documentation, books, records, reports, files, papers, disks, manuals, catalogs, sales and promotional materials, printed and written materials, and similar data, whether in electronic, paper or other form, including formulations, instructions, certificates, labels, product specifications, drawings, plans, bills of materials, tooling designs and documentation, manufacturing manuals and processes, analytical methods, toxicology data, chemistry data, efficacy data, raw data, final reports, performance data on tests supporting advertising claims, stability data, environmental health and safety protocols, testing results and protocols, phytotoxicity data, registerability studies, quality control and assurance records, governmental registration applications and other records, flow charts, diagrams, algorithms, other design documentation, records of customer service issues and/or responses, records of

reports of adverse effects associated with the use of any products, referral sources, any and all retained or preserved written notes, plans and other documentation describing problems and proposed and implemented solutions therefor, if any, research and development reports and records, production reports and records, service and warranty records, equipment logs, operating guides and manuals, financial and accounting records, creative materials, advertising materials, marketing materials, studies, reports, correspondence, client and customer lists, referral sources, research and development reports, regulatory contact lists, mailing lists, supplier and other contact lists and other similar documents and records;

(e) all rights to Intellectual Property of Seller used in the Nat's Product Line and the Additional Brands as currently conducted (the "Acquired Intellectual Property"), including, without limitation, the currently effective patents and patent applications, trademark registrations and pending applications for registration, copyright registrations and pending applications for registration and internet domain name registrations owned by Seller and listed on Schedule 2.1(e) hereto, as amended; and

(f) all claims and causes of action of Seller against third parties (whether or not previously asserted) to the extent such rights, claims and causes of action exclusively related to the Nat's Product Line, the Additional Brands or the Acquired Assets.

## 2.2 Excluded Assets.

Except for the Acquired Assets, Seller shall not sell or assign, and Buyer shall not purchase, assume, perform or discharge, either of (a) any packaging materials, labels or finished goods for any products that include or incorporate the "Nat Sherman" company trademark and (b) any other assets or obligations of Seller, which assets shall remain Seller's assets following the Effective Time (the "Excluded Assets") listed on Schedule 2.2 hereto, as amended.

## **ARTICLE III ASSUMPTION OF CERTAIN LIABILITIES**

### 3.1 Assumed Liabilities.

Subject to the terms and conditions set forth in this Agreement, at the Closing and effective as of the Effective Time, Seller shall transfer and assign, and Buyer shall accept and assume and pay, perform and discharge when due subsequent to the Effective Time, only the following specified liabilities and obligations of Seller (collectively, the "Assumed Liabilities"):

(a) to the extent transferred, obligations under the express terms of the Contracts and, if applicable, Permits assumed by Buyer pursuant to Sections 2.1(b) and 2.1(c) attributable to periods of time occurring after the Effective Time and that do not relate to any breach, default, or violation by Seller;

(b) all liabilities or obligations with respect to the Nat's Product Line, the Additional Brands or the Acquired Assets to the extent arising out of or relating to Buyer's ownership, management or operation of the Nat's Product Line, the Additional Brands or the Acquired Assets after the Effective Time.

3.2 Excluded Liabilities.

Except for the Assumed Liabilities, Buyer shall not assume, and Seller shall remain solely liable for, all liabilities, obligations, claims and commitments by or against Seller, the Nat's Product Line and the Additional Brands, whether the same are known or unknown, existing, contingent upon future events or circumstances, accrued, funded, unfunded or otherwise (collectively, the "Excluded Liabilities").

**ARTICLE IV**  
**PURCHASE PRICE; CLOSING DELIVERIES**

4.1 Payment of Purchase Price.

At the Closing, Buyer shall pay to Seller the Purchase Price.

4.2 Closing Deliveries.

At the Closing, Seller shall deliver, or cause to be delivered, to Buyer those deliveries required to be made at or prior to the Closing pursuant to Section 7.1 hereof, and Buyer shall deliver, or cause to be delivered, to Seller those deliveries required to be made at or prior to the Closing pursuant to Section 7.2.

**ARTICLE V**  
**REPRESENTATIONS AND WARRANTIES OF THE SELLER**

Seller hereby represents and warrants to Buyer that:

5.1 Organization.

Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

5.2 Authorization; Enforceability.

This Agreement is, and the other documents and instruments required hereby to which Seller is a party will be, when executed and delivered by Seller (assuming due authorization, execution and delivery by Buyer), the valid and binding obligations of Seller, enforceable against it in accordance with their respective terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally and (b) principles of equity, whether considered at law or in equity. Seller has full right, power, authority and capacity to execute and deliver, and to perform its obligations under, this Agreement and the other documents and instruments required hereby to which it is a party. The execution and delivery of this Agreement and the other documents and instruments referenced in the immediately preceding sentence and the consummation of the transactions contemplated by this Agreement and all other required limited liability company actions have been duly authorized by the Board of Managers of Seller.

5.3 No Violation or Conflict.

The execution, delivery and performance by Seller of this Agreement and all of the other documents and instruments required hereby to which Seller is a party do not and will not (a) conflict with or violate (i) the Articles of Organization or Operating Agreement of Seller, (ii) any law, rule, regulation, judgment, order or decree binding on Seller or (iii) any material Contract or other material contract or agreement to which Seller is a party or by which Seller is bound, (b) give any party to any material Contract or material other contract or agreement to which Seller is a party or by which Seller is bound any right of termination, cancellation, acceleration or modification thereunder or (c) result in the imposition or creation of any lien upon or with respect to any of the Acquired Assets.

5.4 No Consents.

Except for the approval of the Board of Managers of Seller, no notice to, filing or registration with, or consent, approval or authorization of, any Person, court or governmental authority is necessary or is required to be made or obtained by Seller to effect the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby that will not be obtained by Seller within 60 days of the Closing Date.

5.5 Title to the Acquired Assets.

Seller owns good and marketable title to, or has a valid and enforceable leasehold interest in, or a valid and enforceable license to use, all of the tangible Acquired Assets, as applicable, free and clear of all liens (other than Permitted Liens). At the Effective Time, good and marketable title to all of the Acquired Assets will pass to Buyer, free and clear of all liens (other than Permitted Liens).

5.6 Contracts.

Each Assumed Contract is in full force and effect and is enforceable in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally and (b) principles of equity, whether considered at law or in equity.

5.7 Permits.

Seller possesses all material Permits necessary or required for the lawful conduct of the Nat's Product Line and the Additional Brands and the ownership, occupation and use (consistent with the past and present practice of Seller) of the Acquired Assets, and all such Permits are in full force and effect and are being complied with in all material respects.

5.8 Intellectual Property.

Seller owns and possesses all right, title and interest in the Acquired Intellectual Property, free and clear of all liens, or has licenses, rights, permissions and authorizations to use the Acquired Intellectual Property and is current in the payment of any fees related thereto. The Acquired Intellectual Property included in the Acquired Assets constitutes all of the non-tangible

property of Seller used in the operation of the Nat's Product Line and the Additional Brands as currently conducted. Each item of the Acquired Intellectual Property has been used with the authorization of every other known claimant thereto, and the execution, delivery and performance of this Agreement will not impair such use by Buyer after the Effective Time. No Person has infringed or misappropriated or is engaging in any activity that infringes the Acquired Intellectual Property, and Seller has not received written notice alleging that any activity in the conduct of the Nat's Product Line or the Additional Brands infringes the Intellectual Property rights of any Person.

**ARTICLE VI**  
**REPRESENTATIONS AND WARRANTIES OF THE BUYER**

Buyer hereby represents and warrants to Seller that:

6.1 Organization.

Buyer is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia.

6.2 Authorization; Enforceability.

This Agreement is, and the other documents and instruments required hereby to which Buyer is a party will be, when executed and delivered by Buyer (assuming due authorization, execution and delivery by Seller), the valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally and (b) principles of equity, whether considered at law or in equity. Buyer has full right, power, authority and capacity to execute and deliver, and to perform its obligations under, this Agreement and the other documents and instruments required hereby to which Buyer is a party.

6.3 No Violation or Conflict.

The execution, delivery and performance by Buyer of this Agreement and all of the other documents and instruments required hereby to which Buyer is a party do not and will not (a) conflict with or violate (i) the Articles of Incorporation or By-laws of Buyer, (ii) any law, rule, regulation, judgment, order or decree binding on Buyer or (iii) any material contract or agreement to which Buyer is a party or by which Buyer is bound, or (b) give any party to any material contract or agreement to which Buyer is a party or by which Buyer is bound any right of termination, cancellation, acceleration or modification thereunder.

6.4 No Consents.

Except for the approval of the Board of Directors of Buyer, no notice to, filing or registration with, or consent, approval or authorization of, any Person, court or governmental authority is necessary or is required to be made or obtained by Buyer to effect the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby that will not be obtained by Seller within 60 days of the Closing Date.

**ARTICLE VII**  
**DELIVERIES AT CLOSING**

7.1 Deliveries at Closing by Seller.

In addition to possession of the Acquired Assets, Seller shall deliver to Buyer the following documents, each properly executed and dated as of the Closing Date by Seller and in form and substance reasonably acceptable to Buyer:

(a) a bill of sale in form and substance reasonably acceptable to Buyer and Seller, duly executed by Seller, pursuant to which the tangible Acquired Assets are conveyed to Buyer;

(b) an assignment and assumption agreement in form and substance reasonably acceptable to Buyer and Seller, duly executed by Seller, pursuant to which the Assumed Contracts (to the extent transferable) and the Assumed Liabilities are assigned to and assumed by Buyer (the "Assignment and Assumption Agreement");

(c) a trademark assignment agreement in form and substance reasonably acceptable to Buyer and Seller, duly executed by Seller, pursuant to which the filed or registered Acquired Intellectual Property is assigned to Buyer (the "Trademark Assignment");

(d) such other bills of sale, assignments, certificates of title, documents and instruments of transfer and conveyance as may be reasonably requested by Buyer, duly executed by Seller, as applicable; and

(e) such other documents and certificates as Buyer shall reasonably request.

7.2 Deliveries at Closing by Buyer.

In addition to the Purchase Price, Buyer shall deliver to Seller the following documents, each properly executed and dated as of the Closing Date by Buyer and in form and substance reasonably acceptable to Seller:

(a) the Assignment and Assumption Agreement duly executed by Buyer;

(b) the Trademark Assignment duly executed by Buyer; and

(c) such other documents and certificates as Seller shall reasonably request.

**ARTICLE VIII**  
**INDEMNIFICATION**

8.1 Indemnification of Buyer by Seller.

(a) Seller hereby indemnifies and holds Buyer, its controlling Persons, directors and officers (the "Buyer Indemnified Parties") harmless from and against, and agrees to defend promptly Buyer Indemnified Parties from and reimburse Buyer Indemnified Parties for, any and

all losses, liabilities, claims, damages, costs, expenses (including costs of investigation and defense and reasonable attorneys' fees) and obligations, including enforcing any rights to indemnification pursuant to this Article VIII (hereinafter referred to collectively as "Losses") that Buyer Indemnified Parties may at any time suffer or incur, or become subject to, as a result of: (i) any breach of any of the representations and warranties made by Seller in this Agreement or any other agreement or instrument delivered by Seller pursuant to this Agreement; (ii) any failure of Seller to carry out, perform, satisfy and discharge any of its covenants, agreements, undertakings, liabilities or obligations under this Agreement or any other agreement or instrument delivered by Seller pursuant to this Agreement; (iii) any liabilities relating to or arising out of Seller's ownership, management or operation of the Nat's Product Line, the Additional Brands or the Acquired Assets prior to the Effective Time (excepting the Assumed Liabilities); and (iv) the Excluded Liabilities; provided, however, that Buyer Indemnified Parties shall have the right to be indemnified, held harmless from, defended or reimbursed under Section 8.1(a)(i) in respect of certain of the representations and warranties made by Seller only if such right is asserted (whether or not such Losses have actually been incurred) on or before the date that is 18 months after the Closing Date. For the avoidance of doubt, the survival limitations set forth in this Section 8.1(a) shall not apply to indemnity obligations arising under clauses (ii) through (iv) in this Section 8.1(a).

(b) All amounts sought by Buyer under Section 8.1(a)(i) shall be subject to a cap at the amount equal to the Purchase Price. For the avoidance of doubt, the total dollar cap limitation set forth in this Section 8.1(b) shall not apply to indemnity obligations arising under clauses (ii) through (iv) in Section 8.1(a).

(c) Except with respect to claims based on fraud or an intentional breach, the remedies provided in this Section 8.1 shall be the exclusive remedies for money damages of Buyer regarding the matters set forth herein.

## 8.2 Indemnification of Seller by Buyer.

(a) Buyer hereby indemnifies and holds Seller, its controlling Persons, managers and officers (the "Seller Indemnified Parties") harmless from and against, and agrees to defend promptly Seller Indemnified Parties from and reimburse Seller Indemnified Parties for, any and all Losses that Seller Indemnified Parties may at any time suffer or incur, or become subject to, as a result of or in connection with: (i) any breach or inaccuracy of any of the representations and warranties made by Buyer in this Agreement or any other agreement or instrument delivered by Buyer pursuant to this Agreement; (ii) any failure by Buyer to carry out, perform, satisfy and discharge any of its covenants, agreements, undertakings, liabilities or obligations under this Agreement or under any of the agreements and instruments delivered by Buyer pursuant to this Agreement that are to be performed after the Effective Time; (iii) any liabilities relating to or arising out of Buyer's ownership, management or operation of the Nat's Product Line, the Additional Brands and the Acquired Assets after the Effective Time (excepting the Excluded Liabilities); and (iv) the Assumed Liabilities; provided, however, that Seller Indemnified Parties shall have no right to be indemnified, held harmless from, defended or reimbursed under Section 8.2(a)(i) unless such right is asserted (whether or not such Losses have actually been incurred) on or before 18 months after the Closing Date. For the avoidance of doubt, the



survival limitations set forth in this Section 10.2(a) shall not apply to indemnity obligations arising under clauses (ii) through (iv) in this Section 10.2(a).

(b) All amounts sought by Seller Indemnified Parties under Section 8.2(a)(i) hereof shall be subject to a cap at the amount equal to Purchase Price. For the avoidance of doubt, the limitation set forth in this Section 8.2(b) shall not apply to indemnity obligations arising under clauses (ii) through (iv) in Section 8.2(a).

(c) Except with respect to claims based on fraud or an intentional breach, the remedies provided in this Section 8.2 shall be the exclusive remedies for money damages of Seller Indemnified Parties regarding the matters set forth herein.

### 8.3 Indemnification Procedure for Claims.

(a) In the event that either a third-party claim (a “Third-Party Claim”) or any other claim not involving a third party (a “Direct Claim”) against a party entitled to indemnification pursuant to the indemnity provisions of Section 8.1(a) or Section 8.2(a) of this Agreement (the “Indemnified Party”) arises, the Indemnified Party shall, with respect to any claim made against such Indemnified Party for which indemnification is available, notify Buyer or Seller, as applicable (the “Indemnifying Party”), as soon as practicable but not more than 10 days after the Indemnified Party receives notice of the assertion of the claim. The failure by the Indemnified Party to give notice as provided above, shall not relieve Seller or Buyer of its respective obligations under Section 8.1 or Section 8.2 of this Agreement, as applicable, except to the extent that the failure results in the failure of actual notice and the Indemnifying Party is damaged as a result of the failure to give notice.

(b) If the claim is a Third-Party Claim, upon receipt of notice of the assertion of a claim, the Indemnifying Party may, at its option, assume the defense of the claim, and if so, the Indemnifying Party shall employ counsel reasonably acceptable to the Indemnified Party. If the Indemnifying Party assumes the defense, the Indemnified Party shall have the right to employ separate counsel and to participate in (but not control) any such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless (i) the employment of counsel by the Indemnified Party has been authorized by the Indemnifying Party, or (ii) the Indemnified Party has been advised by its counsel in writing that there is or may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of the action (in which case the Indemnifying Party shall not have the right to direct the defense of the action on behalf of the Indemnified Party), in each of which cases the reasonable fees and expenses of such counsel shall be at the expense of the Indemnifying Party. If the Indemnifying Party does not assume the defense, the Indemnified Party shall have the right to employ counsel and to control any such action, and the reasonable fees and expenses of such counsel shall be at the expense of the Indemnifying Party. The Indemnifying Party shall not be liable for any settlement of an action effected without its written consent (which consent shall not be unreasonably withheld), nor shall the Indemnifying Party settle any such action without the written consent of the Indemnified Party (which consent shall not be unreasonably withheld). The Indemnifying Party will not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Party a release from all liability with respect to the claim. Each of

the Indemnifying Party and the Indemnified Parties shall cooperate in the defense of any claim for which indemnification is available and shall furnish such records, information, testimony and attend such conferences, discovery proceedings, hearings, trials and appeals as may reasonably be requested.

(c) If the claim is a Direct Claim, and the Indemnifying Party disputes the Direct Claim, the parties will resolve the dispute in accordance with Section 10.1. If there is no dispute as to the Direct Claim or, in the case of a dispute, if the Loss is deemed to be due after resolving the dispute in accordance with Section 10.1, then the Indemnifying Party will promptly pay or cause to be paid to the Indemnified Party the amount of any valid, undisputed Direct Claims, subject to any applicable limitations set forth in Section 8.1 or 8.2, as applicable.

## **ARTICLE IX** **TERMINATION OF LICENSE AGREEMENT**

As a result of the consummation of the transactions contemplated by this Agreement, the Parties acknowledge that Buyer is the owner of the Licensed Marks, and the Parties agree that as a result, the terms and conditions and the License Agreement shall terminate on the Closing Date and have no further force and effect notwithstanding anything to the contrary in the License Agreement.

## **ARTICLE X** **MISCELLANEOUS**

### 10.1 Governing Law.

This Agreement and performance hereunder will be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to the principles of conflict of laws. For the adjudication of any disputes arising under this Agreement, the Parties hereby consent to personal jurisdiction and venue in (a) the General District Court and Circuit Court of the Commonwealth of Virginia, Henrico County and (b) the United States District Court for the Eastern District of Virginia, Richmond Division.

### 10.2 Assignment.

This Agreement is not assignable in whole or in part by either Party without the prior written consent of the other; provided, however, that either Party may assign this Agreement in whole or in part to a parent, a direct or indirect wholly-owned subsidiary, an affiliate or a successor thereto.

### 10.3 Further Assurances.

In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each Party shall take all such reasonably necessary action. The Parties shall execute any additional instruments reasonably necessary to consummate the transactions contemplated hereby.

10.4 Entire Agreement.

This Agreement and the other agreements and instruments delivered by the Parties pursuant to this Agreement are the complete and exclusive statement of the agreement between the Parties and supersede all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter of this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both Parties.

10.5 Force Majeure.

Any delay or failure by either Party in the performance of this Agreement will be excused to the extent that the delay or failure is due solely to causes or contingencies beyond the reasonable control of such Party.

10.6 Severability.

If any provision, clause or part of this Agreement, or the application thereof under certain circumstances is held invalid or unenforceable for any reason, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances shall not be affected thereby and shall remain in full force and effect.

10.7 Notices.

All communications, notices and disclosures required or permitted by this Agreement shall be in writing and shall be deemed to have been given one day after being delivered personally or by messenger or being received via telecopy, email or other electronic transmission, or two days after being sent by overnight delivery service, in all cases addressed to the person for whom it is intended at the addresses as follows:

If to Buyer:

Vice President and Chief Financial Officer  
Philip Morris USA Inc.  
6601 West Broad Street  
Richmond, Virginia 23230

If to Seller:

General Manager  
Sherman's 1400 Broadway N.Y.C., LLC  
6603 West Broad Street  
Richmond, Virginia 23230

or to such other address as a Party shall have designated by notice in writing to the other Party in the manner provided by this Section 10.7.

10.8 Counterparts; Headings.

This Agreement 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 Agreement. The

exchange of copies of this Agreement and of signature pages by facsimile or portable document format (.pdf) transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or portable document format (.pdf) shall be deemed to be their original signatures for all purposes. The article and section headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

10.9 Incorporation of Recitals.

The recitals to this Agreement are an integral part of, and by this reference are hereby incorporated into, this Agreement.

10.10 No Third-Party Rights.

Except as contemplated by Article VIII and Section 10.2, (a) nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the Parties (and their successors and permitted assigns) any rights, benefits or remedies of any nature whatsoever under, or by reason of, this Agreement; and (b) no third party is entitled to rely on any of the representations, warranties and agreements contained in this Agreement. Except as contemplated by Article VIII and Section 10.2, Buyer and Seller assume no liability to any third party because of any reliance on the representations, warranties and agreements of Buyer or Seller contained in this Agreement.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, each Party caused this Asset Purchase Agreement to be executed in its name by a duly authorized officer as of the date first above written.

**BUYER:**

**PHILIP MORRIS USA INC.**

DocuSigned by:  
By: Jon D. Moore  
Jon D. Moore  
President

**SELLER:**

**SHERMAN'S 1400 BROADWAY N.Y.C., LLC**

DocuSigned by:  
By: Jessica Pierucki  
Jessica Pierucki  
President and General Manager

**Schedule 2.1(a)  
Inventory and Equipment**

Asset Description	Description 2	Serial Number	Model
Hauni Sodim Sodiline Test Station 110LineX501		S12N181	
Hauni Sodim Sodiline Test Station 110LineX501		S9N139	
Focke 459 NG Case Packer		19979	
Focke 459 NG-L Case Packer		20124	
Hauni Magomat SL (old PM Asset H710088)		3050/110	
CERULEAN INSPECTION STATION	WEIGHT MODULE	0901/26515/18735	QTM 08
CERULEAN INSPECTION STATION	SIZE MODULE	0901/26516/18735	QTM 3
CERULEAN INSPECTION STATION	VENTILATION & PRESSURE DROP MODULE	0901/26517/18735	QTM 5
CERULEAN INSPECTION STATION	COMPUTER / MONITOR	0712-32155-40927	QTM OPC
MAKER # 1 QUEEN SIZE	MARK 8 CIGARETTE MAKER	28351-1997	MARK 8
MAKER # 1 QUEEN SIZE	MAX 3 TIPPING UNIT	5721-1997	MAX 3 MR
MAKER # 1 QUEEN SIZE	HAND CATCH SINGLE TRAY HOLDER	N/A	SINGLE TRAY
MAKER # 1 QUEEN SIZE	ITM TRAY FILLER - QUEEN SIZE	468	31-S7-E001/03D
MAKER # 2 QUEEN SIZE	MARK 8 CIGARETTE MAKER	OM26979	MARK 8
MAKER # 2 QUEEN SIZE	MAX 3 TIPPING UNIT	6854-1970	MAX 3
MAKER # 2 QUEEN SIZE	HAND CATCH DOUBLE TRAY HOLDER	N/A	RK-NS-NC
MAKER # 2 QUEEN SIZE	GARVEY EXIT CONVEYOR	N/A	STAINLESS STEEL
MAKER # 3 KING SIZE	MARK 8 CIGARETTE MAKER	OM26386	MARK 8
MAKER # 3 KING SIZE	MAX 5 TIPPING UNIT	66854-1970	MAX 5
MAKER # 3 KING SIZE	ITM TRAY FILLER - KING SIZE	461	31-S7-E001/03D
MARK 9 MODULE KING SIZE	MOLINS MARK 9 - ASSET:H1-11	50775	MARK 9.5Y
MARK 9 MODULE KING SIZE	DCE UNIMASTER DUST COLLECTOR	88-1093/2	UMA154V
MARK 9 MODULE KING SIZE	HAUNI MAX "S" - H40-0613	2985-1987	MAX-S
MARK 9 MODULE KING SIZE	KORBER AG HCF TRAY FILLER - H70-0650	1832-1992	HCF 80 B
X2-NV PACKER & ELECTRICAL CABINETS	MACHINE 152 KING SIZE GD PACKER	G20-0158	X2-NV
X2-NV PACKER & ELECTRICAL CABINETS	MACHINE 27 TRAY FEED CONVEYOR	G60-0026	3806

X2-NV PACKER & ELECTRICAL CABINETS	G00-0466 GD ELECTRICAL CONTROLS CABINET - CARDS	971204310	CARDS CABINET
X2-NV PACKER & ELECTRICAL CABINETS	G00-0466 GD ELECTRICAL CONTROLS CABINET - POWER FEED	971204310	POWER FEED CAB.
C-600 / 4350 WRAPPER BOXER	GD WRAPPER C600 G30- 0305	971204013	C600
C-600 / 4350 WRAPPER BOXER	GD CARTONER C600 G40- 0305	971204013	C600
C-600 / 4350 WRAPPER BOXER	GD EXIT CONVEYOR - MACHINE 79	791090621	C600
FIV QUEEN SIZE PACKING LINE	SCHMERMUND FIV PACKER	6130	FIV
FIV QUEEN SIZE PACKING LINE	MOLINS WMH2 WRAPPER	36624	WMH2
FIV QUEEN SIZE PACKING LINE	MOLINS CARTONER	27789	QUEEN SIZE
FIV QUEEN SIZE PACKING LINE	CHRIST CARTONER	1003-2002	C-SK
PROTOS 80R REFURBISHMENT	INCLUDES MARCO MACHINE		
PM 100			

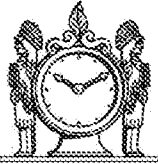
**Schedule 2.1(b)  
Assumed Contracts**

None.



**Schedule 2.1(e)  
Acquired Intellectual Property**

**US TRADEMARK APPLICATIONS AND REGISTRATIONS**

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App. No</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal Date</u>
United States	Nat Sherman Logo 	Allowed	87/550810	08/01/2017	TBD	TBD	TBD
United States	NATS	Registered	76/249231	05/01/2001	2633161	10/08/2002	10/08/2022
United States	NATS	Registered	76/307422	08/30/2001	3018179	11/22/2005	11/22/2025
United States	DELICADOS	Allowed	87797496	February 14, 2018	TBD	TBD	TBD
United States	FANTASIA	Registered	75039744	January 3, 1996	2015795	November 12, 1996	11/12/2026
United States	HINT	Registered	77606294	November 3, 2008	3710241	November 10, 2009	11/10/2029
United States	MCD	Registered	75039748	January 3, 1996	2036884	February 11, 1997	02/11/2027
United States	NEW YORK CUT	Registered	76976115	March 4, 2002	2870341	August 3, 2004	08/03/2024

**INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS**

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Registered Owner</u>	<u>Renewal Date</u>
European Union	NATS	Registered	002833341	29-Aug-2002	002833341	29-Aug-2003	SHERMAN'S 1400 BROADWAY N.Y.C.	08/29/2022
Japan	NATS	Registered	2002-075364	04-Sep-2002	4661674	11-Apr-2003	SHERMAN'S 1400 BROADWAY N.Y.C.	04/11/2023

Russia	NATS	Registered	2002717374	02-Sep-2002	25013400	27-Jun-2003	NAT SHERMAN, INC.	09/20/2022
China	FANTASIA	Registered	1241794	11/12/1997	1241794	01/21/1999	NAT SHERMAN LLC	01/20/2029
China	梦幻曲 FANTASIA (in Chinese characters)	Registered	1241796	11/12/1997	1241796	01/21/1999	NAT SHERMAN LLC	01/20/2029
Hong Kong	FANTASIA	Registered	199809959	11/26/1997	199809959	11/26/1997	NAT SHERMAN, INC.	11/26/2024
Hong Kong	梦幻曲 FANTASIA (in Chinese characters)	Registered	199907269	11/26/1997	199907269	11/26/1997	NAT SHERMAN, INC.	11/26/2024
Japan	FANTASIA	Registered	1988-048641	04/18/1988	2410176	05/31/1991	NAT SHERMAN, INC.	05/31/2021
Japan	NEW YORK CUT	Registered	4661675	09/04/2002	4661675	04/11/2003	NAT SHERMAN, INC.	04/11/2023
Korea	FANTASIA	Registered	4019880014563	06/30/1988	40-184243	11/30/1989	SHERMAN'S 1400 BROADWAY N.Y.C.	11/30/2029
Singapore	FANTASIA	Registered	T8804287F	08/15/1988	T8804287F	07/26/1990	NAT SHERMAN, INC.	08/15/2025
Taiwan	FANTASIA	Registered	077015049	04/11/1988	00436395	04/01/1989	SHERMAN'S 1400 BROADWAY N.Y.C.	03/31/2029
Taiwan	MCD	Registered	077015051	04/11/1988	00436397	04/01/1989	SHERMAN'S 1400 BROADWAY N.Y.C.	03/31/2029
Taiwan	梦幻曲 FANTASIA (in Chinese characters)	Registered	086058323	11/14/1997	00839140	02/01/1999	SHERMAN'S 1400 BROADWAY N.Y.C.	01/31/2029

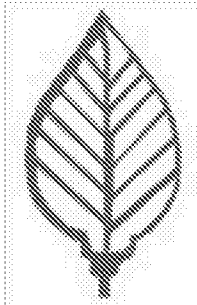
**US COMMON LAW TRADEMARKS**

NAT'S  
NAT'S (Stylized)



**Schedule 2.1(e)**  
**Filed or Registered Acquired Intellectual Property**  
**(Continued)**



Leaf Design

**DOMAIN NAMES**

<b>Domain Name</b>	<b>Whois Status (GDPR)</b>	<b>Country</b>	<b>Registration Date</b>	<b>Registry Expiry Date</b>	<b>Paid Until Date</b>
natscigarettes.com	Public	gTLD	22-Jun-2018	22-Jun-2021	22-Jun-2021
natscigs.com	Public	gTLD	22-Jun-2018	22-Jun-2021	22-Jun-2021
natstobacco.com	Public	gTLD	22-Jun-2018	22-Jun-2021	22-Jun-2021
simplynats.com	Public	gTLD	22-Jun-2018	22-Jun-2021	22-Jun-2021

**Schedule 2.2  
Excluded Assets**

**US TRADEMARK APPLICATIONS AND REGISTRATIONS  
OWNED BY SHERMAN'S 1400 BROADWAY N.Y.C.**

<b>Country</b>	<b>Trademark</b>	<b>Status</b>	<b>App. No</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Renewal Date</b>
United States	CIGARETTELLOS	Registered	75038770	January 3, 1996	2052214	April 15, 1997	04/15/2027
United States	NAT SHERMAN	Registered	75039745	January 3, 1996	2019294	November 26, 1996	11/26/2026
United States	NAT SHERMAN	Registered	76533028	July 17, 2003	2885973	September 21, 2004	09/21/2024
United States	NAT SHERMAN and Design 	Registered	85518872	January 18, 2012	4515125	April 15, 2014	10/15/2020
United States	NAT SHERMAN and Design 	Registered	76506399	April 14, 2003	2864445	July 20, 2004	07/20/2004,
United States	NAT SHERMAN NATURALS	Registered	75734207	June 23, 1999	2456182	May 29, 2001	05/29/2021
United States	SHERMAN'S	Registered	71587132	November 1, 1949	548046	November 1, 1949	09/11/2021
United States	SHERMAN'S	Registered	75039746	January 3, 1996	2128089	September 11, 1951	01/13/2028
United States	THE ORIGINAL NATURAL	Registered	75734208	June 23, 1999	2378292	August 15, 2000	02/16/2021

Country	Trademark	Status	App. No	App. Date	Reg. No.	Reg. Date	Renewal Date
United States	TOBACCONIST TO THE WORLD	Registered	May 11, 1977	January 18, 2012	1109739	December 19, 1978	12/19/2028
Louisiana	NAT SHERMAN	Registered	79606653	January 1, 2018	N/A	January 1, 2018	01/01/2029
Wisconsin	NAT SHERMAN	Registered	79612830	January 10, 2018	WI 201800001 59	January 10, 2018	01/10/2029

**US TRADEMARK APPLICATIONS AND REGISTRATIONS**  
**OWNED BY NAT SHERMAN INTERNATIONAL**

Country	Trademark	Status	App. No	App. Date	Reg. No.	Reg. Date	Renewal Date
United States	1930	Registered	87/474728	05-Jun-2017	5532935	08/07/2018	08/07/2024
United States	ANCORA	Registered	88/132173	26-Sep-2018	6019810	3/24/2020	03/24/2026
United States	ANCORA	Registered	88/132162	26-Sep-2018	5881305	10/08/2019	10/08/2025
United States	ANCORA (stylized)	Registered	88/132165	26-Sep-2018	5881306	10/08/2019	10/08/2025
United States	ANCORA (stylized)	Registered	88/132170	26-Sep-2018	6019809	03/24/2020	03/24/2026
United States	EPOCA	Registered	85/710398	22-Aug-2012	4534240	05/20/2014	05/20/2024
United States	HOST	Registered	87/474730	05-Jun-2017	5405483	02/20/2018	02/20/2024
United States	METROPOLITAN	Registered	87/474729	05-Jun-2017	5436584	04/13/2018	04/13/2024
United States	PANAMERICANA	Registered	86/609053	24-Apr-2015	4848281	11/03/2015	11/03/2021
United States	SALVADOR RODRIGUEZ	Registered	86/354067	31-Jul-2014	4973781	06/07/2016	06/07/2022

**INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS**  
**OWNED BY SHERMAN'S 1400 BROADWAY N.Y.C., NAT SHERMAN INTERNATIONAL,**  
**AND PREDECESSOR ENTITIES**

Country	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Registered Owner	Renewal Date
Australia	NAT SHERMAN	Registered	711157	20-Jun-1996	711157	20-Jun-1996	NAT SHERMAN, INC.	06/20/2026
Australia	SHERMAN'S	Registered	711158	20-Jun-1996	711158	20-Jun-1996	NAT SHERMAN, INC.	04/29/2030
Australia	NAT SHERMAN NATURALS	Registered	1358725	29-Apr-2010	1358725	29-Apr-2010	SHERMAN'S 1400 BROADWAY N.Y.C.	06/20/2026
Bangladesh	NAT SHERMAN	Registered	169636	07-Nov-2013	169636	05-Mar-2015	NAT SHERMAN, INC.	11/07/2020
Bosnia and Herzegovina	NAT SHERMAN	Registered	BAZ036619A	13-Mar-2003	BAZ036619	02-Apr-2008	NAT SHERMAN, INC.	03/13/2023
Brazil	NAT SHERMAN	Registered	822838982	01-Dec-2000	822838982	10-Oct-2006	NAT SHERMAN, INC.	10/10/2026
Canada	NAT SHERMAN	Registered	0816612	02-Jul-1996	TMA484466	23-Oct-1997	NAT SHERMAN, INC.	10/23/2027
Canada	NAT SHERMAN NATURALS	Registered	1040244	20-Dec-1999	TMA557353	04-Feb-2002	NAT SHERMAN, INC.	02/04/2032
Canada	SHERMAN'S	Registered	0816611	02-Jul-1996	TMA483032	26-Sep-1997	NAT SHERMAN, INC.	09/26/2027
Canada	THE ORIGINAL NATURAL	Registered	1040243	20-Dec-1999	TMA554642	29-Nov-2001	NAT SHERMAN, INC.	11/29/2031
Chile	BLACK & GOLD	Registered	896445	25-Feb-2010	910461	16-Feb-2011	NAT SHERMAN, INC.	02/16/2021
China	黑&金 Black & Gold (in Chinese characters)	Registered	1241797	12-Nov-1997	1241797	21-Jan-1999	NAT SHERMAN LLC	01/20/2029

Country	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Registered Owner	Renewal Date
China	雪曼 Design (in Chinese characters)	Registered	1241795	12-Nov-1997	1241795	21-Jan-1999	NAT SHERMAN LLC	01/20/2029
China	BLACK & GOLD	Registered	1272235	12-Nov-1997	1272235	07-May-1999	NAT SHERMAN LLC	05/06/2029
Egypt	NAT SHERMAN	Registered	140426	14-Feb-2011	140426	02-Oct-2013	NAT SHERMAN, INC.	02/14/2021
Egypt	NAT SHERMAN	Registered	1181730	02-Oct-2013	1181730	02-Oct-2013	NAT SHERMAN, INC.	10/02/2023
European Union	METROPOLITAN	Registered	1361339	17-Jul-2017	1361339	17-Jul-2017	SHERMAN'S 1400 BROADWAY N.Y.C.	07/17/2027
European Union	NAT SHERMAN	Registered	000305441	26-Jun-1996	000305441	26-Feb-1999	SHERMAN'S 1400 BROADWAY N.Y.C.	06/26/2026
European Union	NAT SHERMAN & Design	Registered	010994671	26-Jun-2012	010994671	26-Nov-2012	SHERMAN'S 1400 BROADWAY N.Y.C.	06/26/2022
European Union	NAT SHERMAN'S NATURALS	Registered	001425784	15-Dec-1999	001425784	31-Jan-2001	SHERMAN'S 1400 BROADWAY N.Y.C.	12/15/2029
European Union	SALVADOR RODRIGUEZ	Registered	013144829	08/05/2014	013144829	19-Dec-2014	NAT SHERMAN INTERNATI ONAL	08/05/2024
European Union	SHERMAN'S	Registered	000305458	26-Jun-1996	000305458	26-Feb-1999	SHERMAN'S 1400 BROADWAY N.Y.C.	06/26/2026
Hong Kong	BLACK & GOLD	Registered	2001B04342	26-Nov-1997	2001B04342	26-Nov-1997	NAT SHERMAN, INC.	11/26/2024
Hong Kong	NAT SHERMAN	Registered	199803752	03-Jan-1996	199803752	03-Jan-1996	NAT SHERMAN, INC.	01/03/2027
Hong Kong	SHERMAN'S	Registered	199802111	03-Jan-1996	199802111	03-Jan-1996	NAT SHERMAN, INC.	01/03/2027

Country	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Registered Owner	Renewal Date
Hong Kong	雪曼 SHERMAN (in Chinese characters)	Registered	199812557	26-Nov-1997	199812557	26-Nov-1997	NAT SHERMAN, INC.	11/26/2024
Hong Kong	黑&金 BLACK & GOLD (in Chinese characters)	Registered	2001B04442	26-Nov-1997	2001B04442	26-Nov-1997	NAT SHERMAN, INC.	11/26/2024
India	NAT SHERMAN	Pending	2676433 (IR 1181730)	02-Oct-2013	TBD	TBD	NAT SHERMAN, INC.	TBD
Indonesia	NAT SHERMAN	Registered	D002013057576	02-Dec-2013	IDM000524217	14-Mar-2016	NAT SHERMAN, INC.	12/02/2023
Int'l Registration	METROPOLITAN	Registered	1361339	17-Jul-2017	1361339	17-Jul-2017	SHERMAN'S 1400 BROADWAY N.Y.C.	07/17/2027
Israel	METROPOLITAN	Registered	1361339	17-Jul-2017	1361339	17-Jul-2017	SHERMAN'S 1400 BROADWAY N.Y.C.	07/17/2027
Israel	NAT SHERMAN	Registered	143578	31-Oct-2000	143578	02-Jul-2002	SHERMAN'S 1400 BROADWAY N.Y.C.	10/13/2021
Jordan	NAT SHERMAN	Registered	59903	14-Dec-2000	59903	10-Jul-2002	NAT SHERMAN, INC.	12/14/2020
Korea	NAT SHERMAN	Registered	4019880014564	30-Jun-1988	40-184244	30-Nov-1989	SHERMAN'S 1400 BROADWAY N.Y.C.	07/20/2030
Korea	NAT SHERMAN	Registered	1181730	02-Oct-2013	1181730	02-Oct-2013	NAT SHERMAN, INC.	10/02/2023
Lebanon	NAT SHERMAN	Registered	85625	01-Dec-2000	85625	01-Dec-2000	NAT SHERMAN, INC.	12/01/2030
Malaysia	NAT SHERMAN	Registered	02001258	04-Feb-2002	02001258	04-Feb-2002	NAT SHERMAN, INC.	02/04/2022
Malaysia	NAT SHERMAN & Design	Registered	2012011072	29-Jun-2012	2012011072	24-Jul-2013	NAT SHERMAN, INC.	01/18/2022



Country	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Registered Owner	Renewal Date
Malaysia	NAT SHERMAN & Design	Registered	2012011071	29-Jun-2012	2012011071	24-Jul-2013	NAT SHERMAN, INC.	01/18/2022
Russia	NAT SHERMAN	Registered	2000727666	30-Oct-2000	21673100	11-Jul-2002	NAT SHERMAN, INC.	10/30/2020
Russia	NAT SHERMAN	Registered	2003722101	11-Nov-2003	29061000	14-Jun-2005	NAT SHERMAN, INC.	11/11/2023
Russia	NAT SHERMAN & Design	Registered	2012722269	03-Jul-2012	515665	17-Jun-2014	NAT SHERMAN, INC.	07/03/2022
Russia	SHERMAN NAT SHERMAN NATURALS	Registered	2006720310	20-Jul-2006	337673	20-Nov-2007	NAT SHERMAN, INC.	07/20/2026
Singapore	NAT SHERMAN	Registered	T8804288D	15-Aug-1988	T8804288D	20-Jul-1990	NAT SHERMAN, INC.	08/15/2025
Taiwan	NAT SHERMAN	Registered	077015046	11-Apr-1988	00473805	01-Feb-1990	SHERMAN'S 1400 BROADWAY N.Y.C.	01/31/2020
Taiwan	SHERMAN'S	Registered	085032706	03-Jul-1996	00748254	01-Feb-1997	SHERMAN'S 1400 BROADWAY N.Y.C.	01/31/2020
Taiwan	納雪曼 NAT SHERMAN (in Chinese characters, pronounced Na-Hsueh-Man)	Registered	079037780	27-Aug-1990	00515282	16-Feb-1991	NAT SHERMAN, INC.	11/30/2020
Taiwan	納雪曼 NAT SHERMAN (in Chinese characters, pronounced Na-Hsueh-Man)	Registered	079011586	20-Mar-1990	00506333	01-Dec-1990	NAT SHERMAN, INC.	11/30/2020
Taiwan	雪曼 SHERMAN (in Chinese characters)	Registered	086058326	14-Nov-1997	00839178	01-Feb-1999	NAT SHERMAN, INC.	11/30/2020
Taiwan	黑&金 BLACK & GOLD (in Chinese characters)	Registered	086058324	14-Nov-1997	00839141	01-Feb-1999	SHERMAN'S 1400 BROADWAY N.Y.C.	01/31/2029

Country	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Registered Owner	Renewal Date
Turkey	NAT SHERMAN	Registered	2013/95660	02-Oct-2013	2013 95660	20-Oct-2014	NAT SHERMAN, INC.	10/02/2023
Turkey	NAT SHERMAN	Registered	1181730	02-Oct-2013	1181730	02-Oct-2013	NAT SHERMAN, INC.	10/02/2023
Ukraine	NAT SHERMAN	Registered	2000104904	31-Oct-2000	29374	15-Jan-2003	NAT SHERMAN, INC.	10/31/2020
Ukraine	NAT SHERMAN	Registered	1181730	02-Oct-2013	1181730	02-Oct-2013	NAT SHERMAN, INC.	10/02/2023
Vietnam	NAT SHERMAN	Registered	1181730	02-Oct-2013	1181730	02-Oct-2013	NAT SHERMAN, INC.	10/02/2023
WIPO	NAT SHERMAN	Registered	1181730	02-Oct-2013	1181730	02-Oct-2013	NAT SHERMAN, INC.	10/02/2023

**US COMMON LAW TRADEMARKS**  
**OWNED BY NAT SHERMAN INTERNATIONAL**

TIMELESS

**DOMAIN NAMES**  
**OWNED BY SHERMAN'S 1400 BROADWAY N.Y.C. AND PREDECESSOR ENTITIES**

Domain Name	Whois Status (GDPR)	Country	Registration Date	Registry Expiry Date	Paid Until Date
1800mycigar.com	Public	gTLD	07-Jun-2010	07-Jun-2021	07-Jun-2021
1800mycigar.info	Extension N/A	gTLD	05-Aug-2016	05-Aug-2021	05-Aug-2021
1800mycigar.net	Extension N/A	gTLD	07-Jun-2010	07-Jun-2021	07-Jun-2021
benchselection.com	Public	gTLD	07-Jun-2010	07-Jun-2021	07-Jun-2021
epocacigars.com	Public	gTLD	27-Mar-2017	27-Mar-2021	27-Mar-2021
fifthavenuecigars.com	Public	gTLD	07-Jun-2010	07-Jun-2021	07-Jun-2021
fucknatsherman.com	Public	gTLD	07-Jun-2010	07-Jun-2021	07-Jun-2021
legendarycigars.com	Public	gTLD	07-Jun-2010	07-Jun-2021	07-Jun-2021
metropolitancigars.com	Public	gTLD	27-Jan-1999	27-Jan-2021	27-Jan-2021
nat-sherman.cn.com	Extension N/A	Alternate Extension	11-Feb-2008	11-Feb-2021	11-Feb-2021
nat-sherman.com	Public	gTLD	13-Jan-2017	13-Jan-2021	13-Jan-2021
nat-sherman.info	Extension N/A	gTLD	02-Apr-2014	03-Apr-2021	03-Apr-2021

**TRADEMARK**  
**REEL: 007159 FRAME: 0805**

nat-shermandev.com	Public	gTLD	23-Jan-2018	23-Jan-2021	23-Jan-2021
natsherman.asia	Extension N/A	gTLD	07-Feb-2013	07-Feb-2021	07-Feb-2021
natsherman.biz	Extension N/A	gTLD	08-Jan-2008	07-Jan-2021	07-Jan-2021
natsherman.com	Public	gTLD	25-Nov-1995	24-Nov-2024	24-Nov-2024
natsherman.com.tw	Extension N/A	TAIWAN, PROVINCE OF CHINA	26-Feb-2008	26-Feb-2022	26-Feb-2022
natsherman.eu.com	Extension N/A	Alternate Extension	08-Jan-2008	08-Jan-2021	08-Jan-2021
natsherman.info	Extension N/A	gTLD	08-Jan-2008	08-Jan-2021	08-Jan-2021
natsherman.name	Extension N/A	gTLD	08-Jan-2008	08-Jan-2021	08-Jan-2021
natsherman.org	Extension N/A	gTLD	08-Jan-2008	08-Jan-2021	08-Jan-2021
natsherman.uk.com	Extension N/A	Alternate Extension	08-Jan-2008	08-Jan-2021	08-Jan-2021
natsherman.us	Extension N/A	UNITED STATES	08-Jan-2008	07-Jan-2021	07-Jan-2021
natsherman.us.com	Extension N/A	Alternate Extension	08-Jan-2008	08-Jan-2021	08-Jan-2021
natshermancigarettes.com	Public	gTLD	07-Jun-2010	07-Jun-2021	07-Jun-2021
natshermancigarettes.info	Extension N/A	gTLD	29-Mar-2017	29-Mar-2021	29-Mar-2021
natshermancigarettes.net	Extension N/A	gTLD	29-Mar-2017	29-Mar-2021	29-Mar-2021
natshermancigars.com	Public	gTLD	02-Sep-2015	02-Sep-2020	02-Sep-2020
natshermancigs.com	Public	gTLD	12-Jun-2012	12-Jun-2021	12-Jun-2021
natshermancigs.net	Extension N/A	gTLD	12-Jun-2012	12-Jun-2021	12-Jun-2021
natshermandcigars.com	Public	gTLD	29-Mar-2017	29-Mar-2021	29-Mar-2021
natshermaninc.com	Public	gTLD	29-Mar-2017	29-Mar-2021	29-Mar-2021
natshermaninternational.com	Public	gTLD	02-Nov-2017	02-Nov-2020	02-Nov-2020
natshermanintl.com	Public	gTLD	02-Nov-2017	02-Nov-2020	02-Nov-2020
natshermannewyork.com	Public	gTLD	07-Jun-2010	07-Jun-2021	07-Jun-2021
natshermannewyorkcut.com	Public	gTLD	08-Apr-2002	08-Apr-2021	08-Apr-2021
natshermannyc.com	Public	gTLD	07-Jun-2010	07-Jun-2021	07-Jun-2021
natshermanpipes.com	Public	gTLD	29-Mar-2017	29-Mar-2021	29-Mar-2021
natshermansuck.com	Public	gTLD	07-Jun-2010	07-Jun-2021	07-Jun-2021
natshermansucks.com	Public	gTLD	07-Jun-2010	07-Jun-2021	07-Jun-2021
natshermantobacco.com	Public	gTLD	29-Mar-2017	29-Mar-2021	29-Mar-2021
natshermantownhouse.com	Public	gTLD	29-Mar-2017	29-Mar-2021	29-Mar-2021
newyork-cut.com	Public	gTLD	19-Jun-2002	19-Jun-2021	19-Jun-2021
screwnatsherman.com	Public	gTLD	07-Jun-2010	07-Jun-2021	07-Jun-2021
shermangroupholdings.biz	Extension N/A	gTLD	12-Sep-2017	12-Sep-2020	12-Sep-2020
shermangroupholdings.com	Public	gTLD	12-Sep-2017	12-Sep-2020	12-Sep-2020
shermangroupholdings.info	Extension N/A	gTLD	12-Sep-2017	12-Sep-2020	12-Sep-2020
shermangroupholdings.name	Extension N/A	gTLD	12-Sep-2017	12-Sep-2020	12-Sep-2020
shermangroupholdings.net	Extension N/A	gTLD	12-Sep-2017	12-Sep-2020	12-Sep-2020

shermangroupholdings.org	Extension N/A	gTLD	12-Sep-2017	12-Sep-2020	12-Sep-2020
shermangroupholdings.uk.com	Extension N/A	Alternate Extension	12-Sep-2017	12-Sep-2020	12-Sep-2020
shermangroupholdings.us	Extension N/A	UNITED STATES	12-Sep-2017	11-Sep-2020	11-Sep-2020
shermangroupholdings.us.com	Extension N/A	Alternate Extension	12-Sep-2017	12-Sep-2020	12-Sep-2020
shermangroupholdingsllc.biz	Extension N/A	gTLD	08-Sep-2017	08-Sep-2020	08-Sep-2020
shermangroupholdingsllc.com	Public	gTLD	08-Sep-2017	08-Sep-2020	08-Sep-2020
shermangroupholdingsllc.info	Extension N/A	gTLD	08-Sep-2017	08-Sep-2020	08-Sep-2020
shermangroupholdingsllc.name	Extension N/A	gTLD	08-Sep-2017	08-Sep-2020	08-Sep-2020
shermangroupholdingsllc.net	Extension N/A	gTLD	08-Sep-2017	08-Sep-2020	08-Sep-2020
shermangroupholdingsllc.org	Extension N/A	gTLD	08-Sep-2017	08-Sep-2020	08-Sep-2020
shermangroupholdingsllc.uk.com	Extension N/A	Alternate Extension	08-Sep-2017	08-Sep-2020	08-Sep-2020
shermangroupholdingsllc.us	Extension N/A	UNITED STATES	08-Sep-2017	07-Sep-2020	07-Sep-2020
shermangroupholdingsllc.us.com	Extension N/A	Alternate Extension	08-Sep-2017	08-Sep-2021	08-Sep-2021
smokelessmokebetter.com	Public	gTLD	07-Jun-2010	07-Jun-2021	07-Jun-2021
theoriginalnatural.com	Public	gTLD	07-Jun-2010	07-Jun-2021	07-Jun-2021
timelesscigars.com	Public	gTLD	28-Oct-2009	28-Oct-2020	28-Oct-2020
tobacconisttotheworld.com	Public	gTLD	07-Jun-2010	07-Jun-2021	07-Jun-2021