

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM619593

<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>
Nat Sherman International LLC		12/01/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ferio Tego, LLC		
<b>Street Address:</b>	128 Oak Ridge Rd		
<b>City:</b>	Ramsey		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07446		
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6019810	ANCORA	
<b>Registration Number:</b>	5881305	ANCORA	
<b>Registration Number:</b>	5881306	ANCORA	
<b>Registration Number:</b>	6019809	ANCORA	
<b>Registration Number:</b>	4534240	EPOCA	
<b>Registration Number:</b>	5405483	HOST	
<b>Registration Number:</b>	5436584	METROPOLITAN	
<b>Registration Number:</b>	4848281	PANAMERICANA	
<b>Registration Number:</b>	4973781	SALVADOR RODRIGUEZ	
<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 Ettricks		
<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 Ettricks		

OP \$240.00 6019810

<b>SIGNATURE:</b>	/Robyn Ettricks/
<b>DATE SIGNED:</b>	01/11/2021
<b>Total Attachments: 10</b> source=NSI_-_Ferio_Tego_Trademark_Assignment_(Execution_verison).doc#page1.tif source=NSI_-_Ferio_Tego_Trademark_Assignment_(Execution_verison).doc#page2.tif source=NSI_-_Ferio_Tego_Trademark_Assignment_(Execution_verison).doc#page3.tif source=NSI_-_Ferio_Tego_Asset_Purchase_Agreement_(Execution_verison).doc#page1.tif source=NSI_-_Ferio_Tego_Asset_Purchase_Agreement_(Execution_verison).doc#page2.tif source=NSI_-_Ferio_Tego_Asset_Purchase_Agreement_(Execution_verison).doc#page3.tif source=NSI_-_Ferio_Tego_Asset_Purchase_Agreement_(Execution_verison).doc#page4.tif source=NSI_-_Ferio_Tego_Asset_Purchase_Agreement_(Execution_verison).doc#page5.tif source=NSI_-_Ferio_Tego_Asset_Purchase_Agreement_(Execution_verison).doc#page6.tif source=NSI_-_Ferio_Tego_Asset_Purchase_Agreement_(Execution_verison).doc#page7.tif	

Exhibit A-1

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of December 1, 2020 (the "Effective Date"), is entered into by and among Nat Sherman International LLC, a Delaware limited liability company, Sherman's 1400 Broadway N.Y.C., LLC, a Delaware limited liability company, (the "Assignors"), and Ferio Tego, LLC, a New Jersey limited liability company (the "Assignee").

WHEREAS, Assignee and Assignors have entered into an Asset Purchase Agreement, dated December 1, 2020 (the "Purchase Agreement"), pursuant to which Assignors have agreed to sell and assign, and Assignee has agreed to buy and acquire the Purchased Assets, as defined in the Purchase Agreement;

WHEREAS, Assignors have adopted and use the marks identified in Exhibit A (the "Marks");

WHEREAS, Assignors own all right, title and interest in and to the Marks as well as the applications and/or registrations for those marks identified in Exhibit A (the "Applications and Registrations");

WHEREAS, pursuant to Section 1 of the Purchase Agreement, Assignors desire to transfer and assign to Assignee all of Assignors' right, title and interest in and to the Applications and Registrations; and

WHEREAS, Assignee desires to obtain from Assignors all of Assignors' rights in and to the Marks and the Applications and Registrations;

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignors hereby sell, assign, transfer, set over, and deliver to Assignee Assignors' entire right, title and interest in and to the Marks and the Applications and Registrations and all associated goodwill, the same to be held and enjoyed by Assignee, its successors, legal representatives, and assigns, together with income, royalties, damages, or payments due in relation thereto, including, without limitation, all claims for damages or payments by reason of infringement, misappropriation, or unauthorized use by another, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

2. Recordation; Further Assistance. Assignors authorize and request that the United States Patent and Trademark Office and other applicable trademark offices record this Assignment and record the Marks and the Applications and Registrations as the property of Assignee, its successors, legal representatives, and assigns in accordance with the terms of this Assignment. Upon the request of Assignee, Assignors will provide reasonable assistance to Assignee, including the execution of other instruments and documents, to secure, perfect, effectuate, and record the transfer of the Marks and the Applications and Registrations to Assignee.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed effective as of the Effective Date written above.

**ASSIGNORS:**

**Nat Sherman International LLC**

DocuSigned by:

By: Jessica Pierucki  
Name: Jessica R. Pierucki  
Title: President and General Manager

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

DocuSigned by:

By: Jessica Pierucki  
Name: Jessica R. Pierucki  
Title: President and General Manager

**ASSIGNEE:**

**Ferio Tego, LLC**

DocuSigned by:

By: Brendon Scott  
Name: Brendon Scott  
Title: Co-Managing Member

DocuSigned by:

By: Michael Herklots  
Name: Michael Herklots  
Title: Co-Managing Member

**EXHIBIT A**  
**MARKS AND APPLICATIONS/REGISTRATIONS**

US FEDERAL TRADEMARKS

Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Class(es)	Owner
ANCORA	Registered	88/132173	26-Sep-2018	6019810	24-Mar-2020	34 Int.	NAT SHERMAN INTERNATIONAL
ANCORA	Registered	88/132162	26-Sep-2018	5881305	08-Oct-2019	4 Int.	NAT SHERMAN INTERNATIONAL
ANCORA (stylized)	Registered	88/132165	26-Sep-2018	5881306	08-Oct-2019	4 Int.	NAT SHERMAN INTERNATIONAL
ANCORA (stylized)	Registered	88/132170	26-Sep-2018	6019809	24-Mar-2020	34 Int.	NAT SHERMAN INTERNATIONAL
EPOCA	Registered	85/710398	22-Aug-2012	4534240	20-May-2014	34 Int.	NAT SHERMAN INTERNATIONAL
HOST	Registered	87/474730	05-Jun-2017	5405483	20-Feb-2018	34 Int.	NAT SHERMAN INTERNATIONAL
METROPOLITAN	Registered	87/474729	05-Jun-2017	5436584	13-Apr-2018	034 Int.	NAT SHERMAN INTERNATIONAL
PANAMERICANA	Registered	86/609053	24-Apr-2015	4848281	03-Nov-2015	34 Int.	NAT SHERMAN INTERNATIONAL
SALVADOR RODRIGUEZ	Registered	86/354067	31-Jul-2014	4973781	07-Jun-2016	34 Int.	NAT SHERMAN INTERNATIONAL

INTERNATIONAL TRADEMARKS

Country	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Registered Owner
European Union	METROPOLITAN	Registered	1361339	17-Jul-2017	1361339	17-Jul-2017	SHERMAN'S 1400 BROADWAY N.Y.C.
European Union	SALVADOR RODRIGUEZ	Registered	013144829	05-Aug-2014	013144829	19-Dec-2014	NAT SHERMAN INTERNATIONAL
Int'l Registration	METROPOLITAN	Registered	1361339	17-Jul-2017	1361339	17-Jul-2017	SHERMAN'S 1400 BROADWAY N.Y.C.
Israel	METROPOLITAN	Registered	1361339	17-Jul-2017	1361339	17-Jul-2017	SHERMAN'S 1400 BROADWAY N.Y.C.

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, (this "Agreement") is made as of December 1, 2020, by and among Ferio Tego, LLC, a New Jersey limited liability company (the "Buyer"), Nat Sherman International LLC, a Delaware limited liability company ("NSI") and Sherman's 1400 Broadway N.Y.C., LLC, a Delaware limited liability company ("Broadway") and together with NSI, the "Sellers" and each a "Seller"). The Buyer and the Sellers are sometimes referred to herein individually as a "Party" and, collectively, as the "Parties".

### WITNESSETH:

WHEREAS, the Sellers collectively own the items listed on Schedule 1.1 (collectively, the "Purchased Assets"); and

WHEREAS, the Sellers desire to sell to the Buyer, and the Buyer desires to purchase from the Sellers, the Purchased Assets.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Assignment and Assumption. At the Closing, the Sellers shall sell, transfer and assign, and the Buyer shall purchase and assume, the Purchased Assets free and clear of any debts, mortgages, security interests or other liens or encumbrances except as otherwise stated herein. At the Closing, the Buyer shall assume all liabilities related to or arising from the Purchased Assets. The Buyer acknowledges and agrees that it is acquiring the Purchased Assets on an as is, where is basis and that the Sellers are not making any representations or warranties regarding the Purchased Assets.

2. Closing. The closing of the sale and assignment of the Purchased Assets pursuant to this Agreement shall take place simultaneously with the execution of this Agreement (the "Closing") at the offices of Hunton Andrews Kurth LLP, 951 East Byrd Street, Richmond, Virginia 23219 or such other date and time as the Parties may mutually agree (the "Closing Date"). The Closing shall be effective for all purposes at 12:01 a.m. Eastern time on the Closing Date (the "Effective Time").

3. Conditions to Closing. On or before, and as a condition to, the Closing:

A. Intellectual Property Assignments. The Buyer and each of the Sellers shall execute and deliver to the other Party the Intellectual Property Assignments substantially in the form of Exhibit A-1 and A-2 attached hereto.

B. Good Standing Certificates. Each of the Buyer and the Sellers shall provide the other Party with a good standing certificate from the secretary of state of the state of such entity's formation.

C. Purchase Price. The Buyer shall deliver to Broadway \$55,000 (the "Purchase Price").

4. Usage of Brands; Other Intellectual Property. The Sellers acknowledge that following the Closing, the Buyer may (i) commercialize premium cigar products that include the brand names, "Timeless," "Prestige," "Supreme," "Sterling," "Connecticut," "Maduro," "V.I.P.," "Eastside," "Westside" or "Gotham" (collectively, the "Brand Names") and (ii) use the trade dress depicted on Schedule 1.2

attached hereto. Notwithstanding the foregoing, the Buyer is not acquiring any rights to and shall not use the brand name or make any reference to “Nat Sherman International,” “Nat Sherman,” “NSI,” or any derivatives thereof. For the avoidance of doubt, the Buyer is not acquiring any rights to and shall not use “Since 1930,” “1930,” “Tobacconist to the World,” “1-800-mycigar,” “Legendary Cigars” or the design of a clock with Native Americans.

5. Website Assets. Immediately following the Closing, the Sellers will provide a link to the Buyer for the current Nat Sherman International website, which will enable the Sellers to access the HTML code, CCS and image assets (“Website Assets”). The Buyer and the Sellers acknowledge that following the Closing, the Buyer may use any of the Website Assets subject to the restrictions set forth in this Agreement. For the avoidance of doubt, the Buyer shall not have any rights to the natshermanintl.com domain name or any derivative thereof.

6. Restrictions on Use and Resale. The Buyer shall not use the Purchased Assets or the Brand Names for the manufacturing, marketing, selling or distributing of cigarettes. The Buyer covenants and agrees that for a period of time beginning on the Closing Date and lasting until the date that is the fifth anniversary of the Closing Date, the Buyer shall not, without the prior written consent of the Sellers, which may be granted, conditioned or withheld in a Seller’s (or its successor in interest’s) sole discretion, the Buyer shall not assign, transfer, license, encumber or otherwise convey the Purchased Assets or the Brand Names to any person or entity, including by way of operation of law, merger, acquisition, consolidation or change of control of the Buyer or any of its affiliates or by way of one or more series of transactions with similar effect. For the purpose of clarity, during the five year period referenced above, any person or entity acquiring a direct or indirect beneficial interest in Buyer shall not have any rights to use the Purchased Assets or Brand Names without the prior written consent of the relevant Seller or Sellers, which may be granted, conditioned or withheld in each such Seller’s (or its successor in interest’s) sole discretion.

7. Further Assurances. Each of the Parties agrees to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable law to make effective the sale and assignment of the Purchased Assets to the Buyer under this Agreement. From time to time after the date of this Agreement, without further consideration, the Sellers shall execute and deliver such documents to the Buyer as the Buyer may reasonably request in order to more effectively vest in the Buyer all right, title and interest in the Purchased Assets.

8. Bulk Sales. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale or assignment of any or all of the Purchased Assets to the Buyer.

9. Press Releases and Announcements. No Party shall issue any press release or otherwise make any public statements with respect to this Agreement or the transactions contemplated hereby without the prior written consent (which shall not be unreasonably withheld, conditioned or delayed) of the other Party, except as required by law or the provisions of any listing agreement with any national securities exchange. Notwithstanding the foregoing, a Seller may issue any press release or public announcement relating to the subject matter of this Agreement without the prior written approval of the Buyer.

10. Notices. All communications, notices and disclosures required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) when delivered personally or by messenger or by overnight delivery service, (ii) three (3) Business Days after having been mailed by registered or certified United States mail, postage prepaid, return receipt requested or (iii) upon the addressee’s confirmation of receipt when delivered by email, in all cases addressed to the person for

whom it is intended at its address set forth below 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:

If to a Seller: c/o Altria Client Services LLC  
6601 West Broad Street  
Richmond, Virginia 23230  
Attention: Robyn Y. Etricks  
E-mail: robyn.y.etricks@altria.com

With a copy to: Hunton Andrews Kurth LLP  
Riverfront Plaza, East Tower  
951 East Byrd Street  
Richmond, Virginia 23219  
Attention: Brian L. Hager  
E-mail: bhager@hunton.com

If to the Buyer: Brendon Scott  
128 Oak Ridge Road  
Ramsey, NJ 07446  
E-mail: Bscott5201@gmail.com

Michael Herklots  
117 Avondale Road  
Ridgewood, NJ 07451  
E-mail: michaelherklots@gmail.com

With a copy to: Law Office of Francis L. Bosco  
38 Church Street  
Unit A  
Patchogue, NY 11772  
Attention: Francis L. Bosco  
Telephone: (801) 475-5800  
E-mail: flbosco11@optonline.net

11. Miscellaneous. This Agreement contains the entire agreement and understandings of the Parties with respect to the subject matter hereof and supersedes all prior discussions, understandings and agreements concerning the matters covered hereby. There are no representations, warranties, covenants or undertakings other than those expressly set forth in this Agreement. Any and all amendments or modifications of the provisions of this Agreement shall be effective only if made in writing and executed by the Parties. The Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles. Each of the Parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by any other party or its successors or assigns shall be brought and determined in the United States District Court for the Eastern District of Virginia and appellate courts thereof or any Virginia State Court sitting in Henrico County, Virginia, and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the Parties acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING



OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An electronic .pdf transmission of this Agreement bearing a signature on behalf of a party will be legal and binding on such party.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on their behalf as of the day and year first above written.

BUYER:

Ferio Tego, LLC

DocuSigned by:  
By: Brendan Scott  
Name: ~~Brendan Scott~~  
Title: Co-Managing Member

DocuSigned by:  
By: Michael Perklot  
Name: ~~Michael Perklot~~  
Title: Co-Managing Member

SELLERS:

Nat Sherman International LLC

DocuSigned by:  
By: Jessica Pierucki  
Name: ~~Jessica R. Pierucki~~  
Title: President and General Manager

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

DocuSigned by:  
By: Jessica Pierucki  
Name: ~~Jessica R. Pierucki~~  
Title: President and General Manager

Schedule 1.1  
Purchased Assets

Trademarks:

US FEDERAL TRADEMARKS

Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Class(es)	Owner
ANCORA	Registered	88/132173	26-Sep-2018	6019810	24-Mar-2020	34 Int.	NAT SHERMAN INTERNATIONAL
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Israel	METROPOLITAN	Registered	1361339	17-Jul-2017	1361339	17-Jul-2017	SHERMAN'S 1400 BROADWAY N.Y.C.

Domain Names:

Domain Name	Reg Organization
epocacigars.com	Sherman's 1400 Broadway N.Y.C., LLC
metropolitancigars.com	Sherman's 1400 Broadway N.Y.C., LLC
timelesscigars.com	Sherman's 1400 Broadway N.Y.C., LLC

Schedule 1.2  
Trade Dress

