## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM626297

**SUBMISSION TYPE: NEW ASSIGNMENT** 

NUNC PRO TUNC ASSIGNMENT **NATURE OF CONVEYANCE:** 

**EFFECTIVE DATE:** 09/21/2020

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ITG Brands, LLC		02/09/2021	Limited Liability Company:

#### **RECEIVING PARTY DATA**

Name:	AUSA Premium Cigar Holdings Inc.		
Street Address:	5900 N. Andrews Ave., Suite 600		
City:	Ft. Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33309		
Entity Type:	Corporation: FLORIDA		

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2128997	TROYA
Registration Number:	2129031	TROYA
Registration Number:	1783608	TROYA CLASICO
Registration Number:	1927161	CHAIRMAN'S CHOICE

#### **CORRESPONDENCE DATA**

Fax Number:

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.

12393309000 Phone:

grimes@gandb.com Email: **Charles Grimes Correspondent Name:** 

Address Line 1: 8890 Terrene Court, Unit 102 Address Line 4: Bonita Springs, FLORIDA 34135

Charles W Grimes NAME OF SUBMITTER:

**DATE SIGNED:** 02/15/2021

**Total Attachments: 3** 

**SIGNATURE:** 

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/Charles W Grimes/

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**CONFIRMATORY ASSIGNMENT** 

WHEREAS, Lignum-2, Inc. was the owner of all right, title and interest in and to the

trademarks and the associated U.S. registrations identified in the attached Exhibit A which is, by

this reference, expressly incorporated herein (collectively the "Lignum Trademarks"), together

with the goodwill of the business in the U.S. symbolized thereby;

WHEREAS, the Lignum Trademarks together with the goodwill of the business in the

U.S. symbolized thereby were transferred from Lignum-2, Inc. to Lignum-2, LLC pursuant to the

Certificate of Conversion document dated 10/2/2012 which was recorded in the U.S. PTO on

7/10/2013 at Reel 005067, Frames 0357-0359;

WHEREAS, ownership of the Lignum Trademarks together with the goodwill of the

business in the U.S. symbolized thereby was transferred from Lignum-2, LLC to ITG Brands, LLC

(hereinafter "Assignor") as a result of a change of name, effectuated by a Certificate of

Amendment filed with the Office of the Secretary of State of the State of Texas on 11/10/2014,

and recorded in the U.S. PTO on 10/3/2019 at Reel 006762, Frames 0558-0561;

WHEREAS, the Lignum Trademarks together with the goodwill of the business in the

U.S. symbolized thereby were transferred from Assignor to AUSA Premium Cigar Holdings Inc.

(hereinafter "Assignee") as a result of the foregoing conversion and change of name and as part of

a series of simultaneous subsequent transactions, namely: (i) a transfer from Assignor to ITG

Cigars Inc. pursuant to a Sale Agreement dated 9/21/2020; and (ii) a transfer from ITG Cigars Inc.

to Assignee pursuant to a Sale & Transfer Agreement dated 9/21/2020;

WHEREAS, in order to memorialize the transfer of the Lignum Trademarks together with

the goodwill of the business in the U.S. symbolized thereby from Assignor to Assignee, Assignor

has agreed to execute this Confirmatory Assignment;

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NOW, THEREFORE, for One Dollar and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

 Assignor hereby confirms the sale, assignment, transfer and conveyance unto Assignee, effective as of 9/21/2020, of all of its right, title and interest in and to the Lignum Trademarks, together with the goodwill of the business in the U.S. symbolized thereby.

 Assignor hereby further confirms the assignment unto Assignee of all of its right to sue for and to receive all damages accruing from past, present and future infringement of the Lignum Trademarks.

3. Assignor agrees that, upon the reasonable request of Assignee, Assignor will execute any and all papers or instruments that in the reasonable opinion of the Assignee may be necessary or desirable to secure to said Assignee the full enjoyment of the rights, title and interest the conveyance of which is hereby confirmed.

IN WITNESS WHEREOF, this Confirmatory Assignment has been duly executed as of the date set forth below.

ITG Brands, LLC

By: For Will

Date: 2/9/2021

2/9/2021

Tide: EVP, General Counsel & Secretary

EVP, General Counsel & Secretary

Sworn and subscribed to before me this 4th day of February 2021.

Notary Public

# $\underline{EXHIBIT\ A}$

<u>Trademark</u>	Appl. No.	Registration No.	Registration Date
TROYA	75233067	2128997	1-13-1998
TROYA & Design	75237695	2129031	1-13-1998
TROYA CLASSICO	74216898	1783608	7-20-1993
CHAIRMAN'S CHOICE	74496264	1927161	10-17-1995