

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM731801

<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>
Unitabac, LLC		04/27/2022	Limited Liability Company: NEW HAMPSHIRE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	North Atlantic Wrap Company LLC		
<b>Street Address:</b>	5201 Interchange Way		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40229		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3800522	TRIVO	
<b>Registration Number:</b>	4068062	CLOUD9	
<b>Registration Number:</b>	4309032	BADLANDS	
<b>Registration Number:</b>	4480922	XOTIC LUSH	
<b>Registration Number:</b>	4979893	HI·FI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5025610442		
<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>Phone:</b>	502-625-2887		
<b>Email:</b>	aberge@middletonlaw.com		
<b>Correspondent Name:</b>	Amy B. Berge		
<b>Address Line 1:</b>	401 S. Fourth Street		
<b>Address Line 2:</b>	Suite 2600		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>NAME OF SUBMITTER:</b>	Amy B. Berge		
<b>SIGNATURE:</b>	/Amy B. Berge/		
<b>DATE SIGNED:</b>	06/01/2022		
<b>Total Attachments: 5</b>			

OP \$140.00 3800522

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**CORRECTED**  
**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Corrected Intellectual Property Assignment Agreement (this "IP Assignment"), dated as of the ~~27<sup>th</sup>~~<sup>27<sup>th</sup></sup> day of ~~March~~<sup>March</sup>, 2022, correcting the Intellectual Property Assignment Agreement dated July 23, 2021, is made by and between UNITABAC, LLC, a New Hampshire limited liability company (the "Seller"), and NORTH ATLANTIC WRAP COMPANY LLC, a Delaware limited liability company (the "Buyer"), the buyer of certain assets of the Seller pursuant to a certain Asset Purchase Agreement, dated as of the date hereof, by and among the Seller, the Buyer and TURNING POINT BRANDS, Inc., a Delaware corporation (as amended, restated, supplemented or modified prior to the date hereof, the "Purchase Agreement").

**WHEREAS**, subject to and in accordance with the terms of the Purchase Agreement, the Seller has agreed to convey, transfer and assign to the Buyer, among other assets, the Intellectual Property Assets;

**WHEREAS**, such transferred assets include (i) the Trademarks, registered copyrights, patents, and patent applications listed in Schedule A attached hereto and (ii) the transferred domain names, listed in Schedule B attached hereto (the "Transferred Domain Names," and (i) and (ii) collectively, the "Seller Intellectual Property"); and

**WHEREAS**, the Seller has agreed to execute and deliver this IP Assignment, for recording (with respect to any Intellectual Property Assets subject to any registration with any Governmental Entity or Registering Authority (as defined below)) with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

**NOW, THEREFORE**, the Seller and the Buyer agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby irrevocably sells, conveys, transfers and assigns to the Buyer, its successors, legal representatives, and assigns, all of the Seller's right, title and interest in and to the Seller Intellectual Property, including the goodwill of the business associated with the Trademarks, including the right to compromise, sue and collect damages for past and future infringement, as well as collect royalties under the Seller Intellectual Property, including divisions, renewals and continuations thereof.

2. Recordation and Further Actions. The Seller hereby authorizes the Commissioner for Trademarks and the Commissioner for Patents 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 IP Assignment upon request by the Buyer. The Seller further authorizes the Internet domain name registrar (the "Registering Authority") of the Transferred Domain Names to transfer and record in the name of the Buyer ownership of and administrative contact for each Transferred Domain Name. Following the date hereof, upon the Buyer's reasonable request, the Seller shall take such steps and actions, and provide such cooperation and assistance to the Buyer 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 reasonably necessary to effect, evidence or perfect the assignment of the Seller Intellectual Property to the Buyer.

3. Purchase Agreement. This IP Assignment is executed and delivered pursuant to the Purchase Agreement. Notwithstanding any other provision of this IP Assignment, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions of the Purchase Agreement, including without limitation, the representations, warranties, covenants and agreements of any of the parties thereto. In the event of any inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall prevail. Each Party agrees to do such further acts and to execute and deliver any further agreements, instruments or documents as may be reasonably necessary to carry out the purposes of this IP Assignment.

4. Binding Effect. All of the terms and provisions of this IP Assignment shall be binding upon and inure solely to the benefit of each party hereto and its successors and permitted assigns, and nothing in this IP Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under this IP Assignment.

5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would apply the law of a different jurisdiction.

6. Amendment. This IP Assignment may not be amended or modified except by an instrument in writing signed by all of the parties hereto.

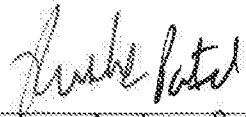
7. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

8. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP 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 IP Assignment.

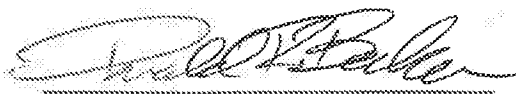
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused this IP Assignment to be executed as of the date first written above by its respective officer thereunto duly authorized.

UNITABAC, LLC

By:   
Name: Rushabh Patel  
Title: Manager

NORTH ATLANTIC WRAP COMPANY LLC

By:   
Name: DONALD R. BECKER  
Title: VP, DEPUTY GENERAL COUNSEL  
& ASST. SECRETARY

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

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