

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767879

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900722706		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vapor Trail LLC		06/30/2022	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	TPB International, LLC		
Street Address:	5201 Interchange Way		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40229		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4964546	MIGVAPOR	
Registration Number:	5248679	MIG VAPOR	
Registration Number:	4347567	MIGCIGS	
Registration Number:	6411154	MIGVAPOR	
Registration Number:	6558422	RED ZEPPELIN	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	502-625-2887		
Email:	aberge@middletonlaw.com		
Correspondent Name:	Amy B. Berge		
Address Line 1:	401 S. Fourth Street		
Address Line 2:	Suite 2600		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Amy B. Berge		
SIGNATURE:	/Amy B. Berge/		
DATE SIGNED:	11/15/2022		

Total Attachments: 6

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**TERMINATION OF DISTRIBUTION AGREEMENT
AND
ASSIGNMENT OF TRADEMARKS**

THIS TERMINATION OF DISTRIBUTION AGREEMENT AND ASSIGNMENT OF TRADEMARKS (“ASSIGNMENT”), effective dated as of June 29, 2022 (“Effective Date”), is entered by and between Vapor Trail LLC, a/k/a Mig Vapor at 8299 NW 51st Manor, Coral Springs, FL (“Assignor”), and TPB International, LLC, a Delaware corporation, whose address is 5201 Interchange Way, Louisville, Kentucky 40229 (“Assignee”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, Assignor has adopted and used, is using and is the owner of the certain trademarks;

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to receive from Assignor all rights and title to certain trademarks used in the operation of Assignor’s business, including all common law rights and the federally registered marks listed in Exhibit A, attached hereto and incorporated herein by reference, (collectively, the “Assigned Marks”);

WHEREAS, Assignor and Assignee mutually desire to terminate the Distribution Agreement dated March 21, 2021 in its entirety with no further consideration due except as stated herein;

WHEREAS, Assignee desires to acquire all of Assignor’s rights in the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration as stated in Section 2 herein, the receipt and sufficiency of which is hereby acknowledged,

1. Assignment. Assignor does hereby irrevocably convey, transfer, and assign unto Assignee all of its right, title and interest in and to the Assigned Marks, together with the good will of the business symbolized by said marks, 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 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. Payment. As consideration for this Assignment, Assignee shall pay to Assignor a fee of ten thousand dollars (\$10,000 USD) within five (5) business days after the Effective Date; and thereafter five thousand dollars (\$5,000 USD) per month within five (5) business days following the first day of each subsequent month following the Effective Date until the earlier of: (a) a general prohibition of the products bearing the Assigned Marks by the U.S. Food and Drug Administration Center for Tobacco Products; (b) a decision by Assignee to cease distribution of vaping products identical to or substantially similar to those bearing the Assigned Marks as of the Effective Date; or (c) December 1, 2023. For the avoidance of doubt,

the maximum possible cumulative fee payable pursuant to this Assignment is one hundred thousand dollars (\$100,000 USD), and the minimum is ten thousand dollars (\$10,000 USD).

3. Recordation and Further Actions. The Parties agree that this Assignment may be recorded with the U.S. Trademark Office or any other applicable state or federal government agencies. Assignor agrees to 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 Marks to Assignee or any assignee or successor thereto.
4. Representations and Warranties. Assignor represents and warrants to Assignee that: (a) Assignor has the full power and authority to execute, deliver, and perform this Assignment; (b) Assignor is the owner of the Assigned Marks; (c) the Assigned Marks are valid, and, upon the execution of this Assignment, Assignor acknowledges Assignee's exclusive ownership of the Assigned Marks; (d) Assignor is not aware of any claims, whether or not asserted, that the Assigned Marks infringe upon the rights of any third party; (e) the Assigned Marks are free and clear of any and all liens and encumbrances and all claims of third parties; (f) there are no outstanding contracts, demands, commitments, or other agreements or arrangements under which Assignor is or may become obligated to sell, transfer, assign, or convey the Assigned Marks or any of the registrations; (g) the execution and delivery of this Assignment by Assignor and the consummation of the transactions contemplated by it does not require any consent of any other person or entity; and (h) neither the execution or delivery of this Assignment, nor the consummation of the transactions contemplated by it, will result in a violation or breach of or constitute a default under any contract or commitment under which Assignor is obligated or any court order involving or any judgment binding on Assignor or the Assigned Marks.
5. Prohibitions. Assignor agrees, on a worldwide basis in perpetuity, not to: (a) use the Assigned Marks for any commercial purpose; (b) create or use any similar marks to the Assigned Marks; or (c) sell or distribute vaping products similar to the products bearing the Assigned Marks in market as of the Effective Date.
6. 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.
7. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. Assignee shall have the right to assign its rights hereunder to any of its subsidiaries or affiliates.
8. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in

accordance with, the laws of the United States and the Commonwealth of Kentucky, without giving effect to any choice or conflict of law provision or rule.

9. Entire Agreement. This Assignment constitutes the entire understanding and agreement between the Parties with regard to the transfer and assignment of the Assigned Marks. The language of all parts of this Assignment shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the Parties. Any amendment, modification, or waiver of any term or provision of this Assignment must be in writing and signed by Assignor and Assignee to be effective. Any waiver of any term or provision of this Assignment must be in writing and will be effective only in the specific instance and for the specific purpose for which it is given. **The Parties agree that the Distribution Agreement dated March 21, 2021 is hereby TERMINATED.**

[Remainder of page blank. Signature page follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first written above.

Vapor Trail LLC a/k/a Mig Vapor

By: [Signature]

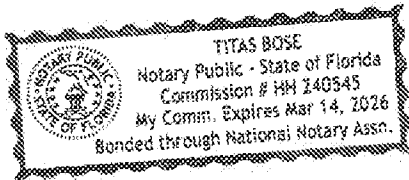
Printed Name: WALLACE DRY MOORMAN

Title: CEO

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

Subscribed and sworn to before me by WALLACE DRY MOORMAN this 30 day of June, 2022. FL 1655884623670 ✓

My Commission Expires: 3/14/2026



[Signature]
NOTARY PUBLIC

ACCEPTANCE

The undersigned hereby declares that it has accepted the foregoing Assignment on behalf of Assignee.

TPB INTERNATIONAL, LLC

By: [Signature]
Donald R. Becker
Deputy General Counsel

COMMONWEALTH OF KENTUCKY)
COUNTY OF JEFFERSON) SS:

Subscribed and sworn to before me by Donald R. Becker, Deputy General Counsel this 30 day of June, 2022.

My Commission Expires: August 1, 2025


Kristin N. Fryrear
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
ID. # 33026
MY COMMISSION EXPIRES AUGUST 1, 2025

Kristin Fryrear
NOTARY PUBLIC

Exhibit A

ASSIGNED MARKS

Federal Registrations

Mark	Registration Date	Goods/Services
MIG VAPOR (Stylized) Reg. No. 5248679 Disclaimer: "VAPOR" 	Registered July 25, 2017 Renewal Due July 25, 2023	Int'l Class: 34 Electronic cigarettes; Oral vaporizers for smokers; Electronic cigarette liquid (e-liquid) comprised of flavorings in liquid form, other than essential oils, used to refill electronic cigarette cartridges
MIGCIGS Reg No.: 4347567	Registered June 4, 2013 Renewal Due June 4, 2023	Int'l Class: 34 Cigarettes containing tobacco substitutes not for medical purposes; Electronic cigarettes for use as an alternative to traditional cigarettes; Cigarette substitutes, namely, electronic cigarettes for use as an alternative to traditional cigarettes, not including smokeless tobacco; smokeless cigarette vaporizer pipe
MIGVAPOR Reg. No.: 6411154	Registered July 6, 2021 Section 8 & 15 Due July 6, 2027	Int'l Class: 34 Tobacco pipes; Tobacco water pipes
MIGVAPOR Reg. No.: 4964546 Disclaimer: "VAPOR"	Registered May 24, 2016 Section 8 & 15 Due November 24, 2022	Int'l Class: 34 Electronic cigarette liquid (e-liquid) comprised of flavorings in liquid form used to refill electronic cigarette cartridges; Electronic cigarettes; Oral vaporizers for smokers
RED ZEPPELIN Reg. No.: 6558422	Registered, November 16, 2021; Section 8 & 15 Due November 16, 2027	Int'l Class: 34 Electronic cigarette liquid (e-liquid) comprised of propylene glycol

Common Law Marks:

The designation MIGVAPOR used with and without other design components, and regardless of color, including, but not limited to the following:



And

