

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI56470

<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>
Tobacco Superstores, Inc.		08/01/2022	Corporation: ARKANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	The Cigarette Store LLC		
<b>Street Address:</b>	6790 Winchester Circle		
<b>City:</b>	Boulder		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80301		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2826886	TOBACCO SUPERSTORE	
<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>Phone:</b>	4242766214		
<b>Email:</b>	aclaybon@messner.com, ipinbox@messner		
<b>Correspondent Name:</b>	Mr. Allan Claybon		
<b>Address Line 1:</b>	7250 NORTH 16TH STREET		
<b>Address Line 2:</b>	SUITE 410		
<b>Address Line 4:</b>	PHOENIX, ARIZONA 85020		
<b>ATTORNEY DOCKET NUMBER:</b>	9158.0002		
<b>NAME OF SUBMITTER:</b>	Allan Claybon		
<b>SIGNATURE:</b>	Allan Claybon		
<b>DATE SIGNED:</b>	02/27/2024		
<b>Total Attachments: 4</b>			
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**TRADE NAME ASSIGNMENT AGREEMENT**

This Trade Name Assignment Agreement (this “Agreement”) is made and entered into as of August 1, 2022, by and between Tobacco Superstores, Inc., an Arkansas corporation having a place of business at 3550 David Cohn Dr., Forrest City, Arkansas 72335 (“Assignor”), and The Cigarette Store LLC, a Colorado limited liability company having a place of business at 6790 Winchester Circle, Boulder, Colorado 80301 (“Assignee”). By this Agreement, Assignor and Assignee agree as follows:

**RECITALS**

A. Assignor is the sole owner of the trademark identified on Exhibit 1 attached hereto (hereinafter “Trademark”).

B. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of July 25, 2022 (as amended, modified or supplemented from time to time, the “Purchase Agreement”), by and among, *inter alia*, Assignor and Assignee, pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase and accept from Assignor, substantially all of the assets of Assignor, including the Trademark.

C. Pursuant to the terms of the Purchase Agreement, Assignor desires to assign all rights, title, and interest in and to the Trademark to Assignee.

**TERMS OF AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, Assignor’s entire right, title, and interest in and to the Trademark, including but not limited to all common law rights associated with the foregoing, all rights of priority associated with the foregoing, together with the goodwill associated with the foregoing, and together with any and all rights and causes of action (including damages recoverable thereby) for past, present, and future unauthorized use of the Trademark, including but not limited to all rights and causes of action for infringement and unfair competition.

2. Assignor further covenants and agrees that it and its representatives will, at Assignee’s request and expense, do all other lawful acts necessary to enable Assignee to obtain, maintain and enforce in full the benefits of the rights and interests herein sold, assigned, transferred, and conveyed. This Agreement shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

3. Assignor represents and warrants that it owns all right, title, and interest in and to the Trademark, that it has the authority to transfer all of the rights sold, assigned, transferred, and conveyed pursuant to this Agreement, and that it has not licensed the use of the Trademark in any way to anyone.

4. This Assignment is effective upon the TSS Closing (as defined in the Purchase Agreement). The undersigned hereby represent and warrant that they have the authority to execute this Agreement behalf of their respective entities.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth above.

**ASSIGNOR:**

TOBACCO SUPERSTORES, INC.,  
an Arkansas corporation

By: Joseph Marelle

Name: Joseph Marelle

Title: Chief Financial Officer

**ASSIGNEE:**

THE CIGARETTE STORE LLC,  
a Colorado limited liability company

By: \_\_\_\_\_

Name: Daniel Gallagher

Title: Chief Operating Officer

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth above.

**ASSIGNOR:**

TOBACCO SUPERSTORES, INC.,  
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By: \_\_\_\_\_

Name: Joseph Marelle

Title: Chief Financial Officer

**ASSIGNEE:**

THE CIGARETTE STORE LLC,  
a Colorado limited liability company

By: Daniel Gallagher \_\_\_\_\_

Name: Daniel Gallagher

Title: Chief Operating Officer

**EXHIBIT 1**


MARK	APPLICATION NO.	FILE DATE	REGISTRATION NO.	REGISTRATION DATE
	76/299,859	2001-08-13	2826886	2004-03-30

Exhibit 1 to Trade Name Assignment Agreement

**RECORDED: 02/27/2024**

**TRADEMARK  
REEL: 008355 FRAME: 0831**