

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT											
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT											
EFFECTIVE DATE:	07/27/2012											
CONVEYING PARTY DATA												
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>United Tobacco Distributors, Inc.</td> <td></td> <td>07/27/2012</td> <td>CORPORATION: FLORIDA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	United Tobacco Distributors, Inc.		07/27/2012	CORPORATION: FLORIDA	
Name	Formerly	Execution Date	Entity Type									
United Tobacco Distributors, Inc.		07/27/2012	CORPORATION: FLORIDA									
RECEIVING PARTY DATA												
Name:	Eduardo Ortega											
Doing Business As:	Ortega Cigars											
Street Address:	441 Lakeview Drive											
Internal Address:	Apt. 103											
City:	Weston											
State/Country:	FLORIDA											
Postal Code:	33326											
Entity Type:	INDIVIDUAL: UNITED STATES											
PROPERTY NUMBERS Total: 2												
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3137263</td> <td>VIBE</td> </tr> <tr> <td>Registration Number:</td> <td>3709732</td> <td>CUBAO</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	3137263	VIBE	Registration Number:	3709732	CUBAO
Property Type	Number	Word Mark										
Registration Number:	3137263	VIBE										
Registration Number:	3709732	CUBAO										
CORRESPONDENCE DATA												
Fax Number:												
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>												
Phone:	305-965-5148											
Email:	fherrera@hnewmedia.com											
Correspondent Name:	Frank Herrera											
Address Line 1:	1445 N. Congress Avenue											
Address Line 2:	Suite 7											
Address Line 4:	Delray Beach, FLORIDA 33445											

OP \$65.00 3137263

NAME OF SUBMITTER:	Frank Herrera
Signature:	/FH/
Date:	01/31/2013
Total Attachments: 5 source=UNITED TO ORTEGA ASSIGNMENT VIBE CUBAO#page1.tif source=UNITED TO ORTEGA ASSIGNMENT VIBE CUBAO#page2.tif source=UNITED TO ORTEGA ASSIGNMENT VIBE CUBAO#page3.tif source=UNITED TO ORTEGA ASSIGNMENT VIBE CUBAO#page4.tif source=UNITED TO ORTEGA ASSIGNMENT VIBE CUBAO#page5.tif	

SCHEDULE B

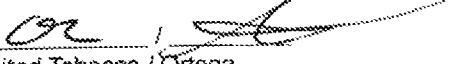
**Assignment/Relinquishment of Trademarks
United Tobacco to Eduardo "Eddie" Ortega**

This Trademark Assignment (this "Assignment"), effective as of July ____, 2012 ("Effective Date"), is between **UNITED TOBACCO DISTRIBUTORS, INC.**, a Florida corporation with offices at 13170 SW 29th Street, Miramar, Florida 33027 ("UNITED TOBACCO" or "Assignor") and **EDUARDO "EDDIE" ORTEGA** ("ORTEGA" or "ASSIGNEE") a Florida individual with residence at 441 Lakeview Drive, Apt. 103, Weston, Florida 33326 ("Assignee").

WHEREAS, Assignor is the owner of all of the right, title and interest in and to the trademarks, service marks, applications therefor and trade names and all other common law trademarks, service marks and trade names owned or used by Assignor in connection with its business as listed in Schedule B-1 (collectively, the "Marks"); and

WHEREAS, Assignor has entered into that certain "Confidential Separation Agreement and Release," dated as of July ____, 2012 (the "Separation Agreement"), pursuant to which Assignor has agreed to assign, transfer and sell to Assignee, Assignor's entire right, title and interest in the Marks, and the goodwill associated therewith; and Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Marks, and the goodwill associated therewith.

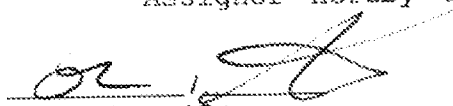
NOW, THEREFORE, pursuant to the terms and conditions of the Separation Agreement and for One Dollar (\$1.00) and other fair good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor, as of the Effective Date, hereby sells, grants, conveys, transfers, assigns, and delivers to Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to the Marks, the goodwill of the business appurtenant to and associated with the Marks and which is symbolized thereby, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Marks, all causes of action (in law and/or equity) and the right to sue, counterclaim, recover and collect for past, present, and future infringement, misappropriation, or dilution of the rights


United Tobacco / Ortega

12

assigned to Assignee hereunder, and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Marks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

1. Capitalized terms used herein have the respective meanings ascribed thereto in the Agreement unless otherwise defined herein.
2. Assignor, as of the Effective Date, agrees to immediately cease using the Marks and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.
3. Assignor covenants and agrees that, from time to time after the delivery of this Assignment, Assignor shall, promptly upon request and for no additional consideration, make, sign, execute, acknowledge, deliver, undertake and cause to be done such further instruments, actions, conveyances, transfers, assignments, powers of attorney and assurances, and take such other actions as, as may reasonably be requested by the Assignee or its counsel in order more effectively to convey, transfer, assign and vest the Marks to and in the Assignee, and to otherwise implement and carry out the purposes and intent of the Separation Agreement, consistent with its terms.
4. Assignor hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney and attorneys, with full power of substitution, in Assignor's name and stead, but on behalf of and for the benefit of Assignee, its successors and assigns, from time to time, to institute and prosecute in Assignor's name, or otherwise, at the expense and for the benefit of Assignor, its successor and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successor or assigns, may deem proper for the collection and enforcement of any claim or right of any kind hereby contributed, conveyed, transferred, assigned and delivered, or intended so to be, and to do all reasonable acts and things in relation to the Marks. Assignor hereby declares that the foregoing powers are


United Tobacco / Ortega

13

- coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever.
5. The provisions of this Assignment shall be binding upon Assignor and its successors, assigns and legal representatives and shall inure to the benefit of Assignee and its successors, assigns and legal representatives.
 6. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Florida, without giving effect to the principles of conflicts of laws thereof and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.
 7. Assignor further covenants and agrees that the representations, warranties, covenants and agreements of Assignor contained in the Separation Agreement shall not merge into or with this Assignment but shall survive this Assignment and become a part hereof and shall continue in full force and effect for the period specified in the Agreement as though set forth herein at length. In the event that any provision of this Assignment shall be construed to conflict with a provision of the Separation Agreement, the provision in the Separation Agreement shall be deemed controlling.
 8. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 7.3 of the Separation Agreement.
 9. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile version or a copy in pdf format that is conveyed via email of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.
 10. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

WHEREFORE, Assignor has duly executed this Trademark Assignment on the date indicated below.

Date: July 27, 2012.


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Dated: July 27, 2012

ASSIGNOR
UNITED TOBACCO DISTRIBUTORS, INC.

By: /s/ Orestes "Erik" ESPINOSA

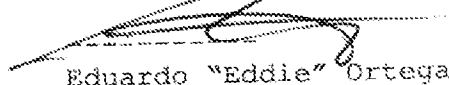


Orestes "Erik" Espinosa
United Tobacco Distributors, Inc.

Dated: July , 2012

ASSIGNEE
EDUARDO "EDDIE" ORTEGA

By: /s/ Eduardo "Eddie" Ortega

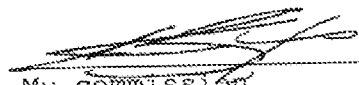
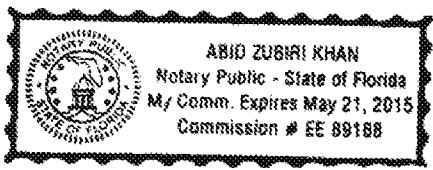


Eduardo "Eddie" Ortega

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

On this 27 day of July, 2012, before me personally appeared Orestes Espinosa, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


My Commission

expires: 5-21-15

NOTARY PUBLIC


United Tobacco Distributors

Schedule B-1

U.S. Trademarks

(Registered Trademarks and Common Law Trademarks)

- VIBE (United States Federal Registration No. 3,137,263).
- REO
- CUBAO (United States Federal Registration No. 3,709,732)
- And all trade dress used in connection with these brands.


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