

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365789

<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>
MadVapes, LLC		07/20/2015	LIMITED LIABILITY COMPANY:
Supreme Flavors, LLC		07/20/2015	LIMITED LIABILITY COMPANY:
Mark Hoogendoorn		07/20/2015	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Ecig Supply, LLC		
<b>Street Address:</b>	138 Cedar Point Drive		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28117		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
<b>Name:</b>	E-Liquid Brands, LLC		
<b>Street Address:</b>	138 Cedar Point Drive		
<b>City:</b>	Mooresville		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28117		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
<b>Name:</b>	Electra Vapor, LLC		
<b>Street Address:</b>	138 Cedar Point Drive		
<b>City:</b>	Mooresville		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28117		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4748122	MADVAPES	
<b>Registration Number:</b>	4297449	MADVAPES	
<b>CORRESPONDENCE DATA</b>			

TRADEMARK

**Fax Number:** 9197814865

***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.***

**Phone:** 9197814000

**Email:** ip@wyrick.com

**Correspondent Name:** Devon E. White

**Address Line 1:** 4101 Lake Boone Trail

**Address Line 2:** Suite 300

**Address Line 4:** Raleigh, NORTH CAROLINA 27607

<b>ATTORNEY DOCKET NUMBER:</b>	014442.008
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<b>NAME OF SUBMITTER:</b>	Devon E. White
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<b>SIGNATURE:</b>	/DEW/
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<b>DATE SIGNED:</b>	12/15/2015
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**Total Attachments: 14**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Intellectual Property Assignment**”) is made this 20th day of July 2015, by and between MADVAPES, LLC, a North Carolina limited liability company (“**MadVapes**”), SUPREME FLAVORS, LLC, a North Carolina limited liability company (“**Supreme**”), MARK HOOGENDOORN, a North Carolina resident and the owner of MadVapes and Supreme (“**Owner**” and together with MadVapes and Supreme, collectively the “**Assignors**” and each an “**Assignor**”), and AMERICAN ECIG SUPPLY, LLC, a North Carolina limited liability company (“**Wholesale**”), E-LIQUID BRANDS, LLC, a North Carolina limited liability company (“**Brand**”), and ELECTRA VAPOR, LLC, a North Carolina limited liability company (“**Retail**” and together with Wholesale and Brand, collectively the “**Assignees**” and each an “**Assignee**”)

### RECITALS

1. Assignors, Assignees, VTM Holdings, LLC, a North Carolina limited liability company, and MadVapes Holdings, LLC, a North Carolina limited liability company, are parties to that certain Investment and Contribution Agreement, dated as of the date hereof (the “**Contribution Agreement**”).

2. Pursuant to the Contribution Agreement, Assignors have agreed to sell, assign, transfer, and deliver all of their rights, title and interests in and to the Seller Intellectual Property to Assignees, and Assignees have agreed to accept such sale, assignment, transfer, and delivery as set forth in the Contribution Agreement.

### AGREEMENTS

NOW, THEREFORE, pursuant to the Contribution Agreement and in consideration of the premises, and for good and valuable consideration paid by Assignees to Assignors, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment and Assumption.** Assignors hereby sell, assign, transfer, and deliver to Assignees, and their successors and assigns, and Assignees do hereby accept and assume, all of Assignors’ respective rights, title and interests in and to the Seller Intellectual Property, including, without limitation, the registered and unregistered Seller Intellectual Property described in Annex A, attached hereto and incorporated herein by this reference, and including all of the goodwill associated with any trademarks included in the Seller Intellectual Property, all copyright rights included in the Seller Intellectual Property, and all rights of action and remedies for past, present and future infringements of any of the Seller Intellectual Property, in each case free and clear of all Liens and all in accordance with the terms of the Contribution Agreement.

2. **Further Assurances.** From time to time after the date hereof, upon the reasonable request of any party hereto, the other party or parties hereto shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment, transfer, acceptance and assumption, and take such further action as the requesting party may reasonably request in order to fully effectuate the purposes, terms and conditions hereof and of

the Contribution Agreement. With respect to any domain names included in the Seller Intellectual Property, including those set forth on Annex A, Assignors shall, at Assignees' expense, take all steps as may be reasonably necessary to effect the foregoing assignment and transfer in accordance with the domain name transfer procedures of the applicable registrar(s) for such domain names, including executing applicable domain name registrar transfer agreements or documents, assignments, lawful oaths, and any other papers which Assignees may deem necessary or desirable.

3. **Contribution Agreement.** This Intellectual Property Assignment is subject in all respects to the terms and conditions of the Contribution Agreement. Nothing contained in this Intellectual Property Assignment shall be deemed to supersede any of the obligations, agreements, covenants or warranties of Assignors or Assignees contained in the Contribution Agreement. If the terms of this Intellectual Property Assignment conflict with the terms of the Contribution Agreement, then the terms of the Contribution Agreement shall govern.

4. **Counterparts.** This Intellectual Property Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together (when executed and delivered) constitute but one and the same instrument. This Intellectual Property Assignment may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format, and any such counterpart executed and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format shall be deemed an original for all intents and purposes.

5. **Effectiveness.** The effective time of this Intellectual Property Assignment is the effective time of the Closing under the Contribution Agreement.

6. **Benefit; Assignment.** This Intellectual Property Assignment shall be binding upon and inure to the benefit of Assignees and Assignors and their respective successors and permitted assigns.

7. **Amendment.** No amendment, supplement, modification, waiver or termination of this Intellectual Property Assignment or any provision hereof shall be binding unless executed in writing by each party, or in the case of a waiver, by the party against whom the waiver is to be effective.

8. **Headings.** The headings set forth in this Intellectual Property Assignment are inserted or used for convenience of reference only and shall not control or affect the meaning or construction of the provisions of this Intellectual Property Assignment.

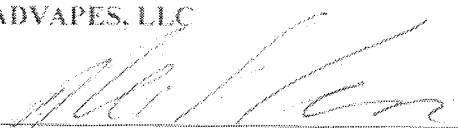
9. **Governing Law.** This Intellectual Property Assignment shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, including statute of limitation and repose, applicable to contracts made and performed in that State without giving effect to any choice or conflict of law principle, provision or rule, including all matters of construction, interpretation, validity and performance.

\* \* \* \* \*


IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Intellectual Property Assignment as of the date first above written.

ASSIGNORS:

MADVAPES, LLC

By:   
Mark Hoogendoorn, Manager

SUPREME FLAVORS, LLC


By:   
Mark Hoogendoorn, Manager

MARK HOOGENDOORN



ASSIGNEES:

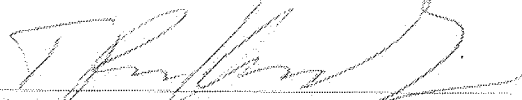
AMERICAN ECIG SUPPLY, LLC

  
T. Ronan Kennedy, Vice-President

E-LIQUID BRANDS, LLC

  
T. Ronan Kennedy, Vice-President

ELECTRA VAPOR, LLC

  
T. Ronan Kennedy, Vice-President

Annex A

**Domain Names**

100VAPE.COM  
100VAPES.COM  
101LIQUID.COM  
101LIQUIDS.COM  
10THLIQUIDS.COM  
10THVAPEA.COM  
10THVAPOR.COM  
1STVAPOR.COM  
3DVAPOR.COM  
3RDVAPOR.COM  
ACEVAPES.COM  
ADULTVAPES.COM  
ADULTVAPOR.COM  
ADVANTAGELIQUID.COM  
ADVANTAGEVAPES.COM  
ALLCITYVAPOR.COM  
ALLSTARVAPOR.COM  
ALLVAPING.COM  
ALTPVS.COM  
APVMALL.COM  
APVMAN.COM  
APVMANUFACTURING.COM  
APVSHACK.COM  
APVSHOP.COM  
APVSITE.COM  
APVSOURCE.COM  
APVWAREHOUSE.COM  
ATTAINVAPES.COM  
ATTAINVAPING.COM  
ATTAINVAPOR.COM  
ATVAPE.COM  
ATVAPES.COM  
ATVAPOR.COM  
BACKALLEYVAPING.COM  
BADVAPES.COM  
BEASTCIGS.COM  
BEASTECIGS.COM  
BEASTIEVAPOR.COM  
BEASTLYVAPES.COM  
BEASTLYVAPOR.COM  
BEASTYVAPES.COM

BEASTYVAPOR.COM  
BESTECIGINFO.COM  
BIGCITYVAPOR.COM  
BOUGHTVAPES.COM  
BOXEDUPVAPESHOP.COM  
BOXVAPESHOP.COM  
CAROLINAVAPESUPPLY.COM  
CAROLINAVAPINGSUPPLY.COM  
CARSANDCLOUDS.COM  
CAUGHTVAPES.COM  
CHAINVAPER.COM  
CHAINVAPING.COM  
CHERRYREDLIQUID.COM  
CHERRYREDVAPES.COM  
CHERRYREDVAPOR.COM  
CLEARVAPING.COM  
COVERTELIQUID.COM  
COVERTVAPOR.COM  
CREATEVAPE.COM  
CREATIVEVAPES.COM  
CROWNELIQUID.COM  
DISCREETLIQUID.COM  
DOWNLOWVAPES.COM  
DOWNLOWVAPOR.COM  
EAGLEVAPOR.COM  
ECIGAFIEDS.COM  
ECIGAFIEDS.NET  
ECIGAGENT.COM  
ECIGAGENT.NET  
ECIGTA.COM  
ECIGTA.ORG  
EDGELIQUID.COM  
ELIQUIDBOT.COM  
E-LIQUIDBOT.COM  
ELIQUIDLAB.COM  
ELIQUIDMAGIC.COM  
ESCAPEVAPES.COM  
EVAPEAFIEDS.COM  
FENIXVAPOR.COM  
FIREBIRDVAPOR.COM  
FLAVOMAGIC.COM  
FLAVOMATIC.COM  
FOLLOWTHEPLUME.COM  
FREEDOMFROMCIGS.COM  
FREEDOMPVS.COM

FREEDOMVAPES.COM  
FREEDOMVAPING.COM  
FREEDOMVAPINGSUPPLY.COM  
FREEDOMVAPOR.COM  
FREEZEVAPES.COM  
FUNVAPING.COM  
GEVAPES.COM  
GLACIERLIQUID.COM  
GOGREENVAPES.COM  
GOGREENVAPING.COM  
GOGREENVAPOR.COM  
GOVAPES.COM  
GREATESCAPEVAPES.COM  
HADSMOKES.COM  
HERBALATOMIZERS.COM  
HIDDENVAPES.COM  
HIDDENVAPOR.COM  
HOTSHOTVAPING.COM  
HUGEVIBES.COM  
IAMVAPES.COM  
IBEVAPES.COM  
IBEVAPOR.COM  
INSTANTVAPESHOP.COM  
KICKSAPV.COM  
KICKSECIG.COM  
KICKSECIGARETTES.COM  
KICKSVAPES.COM  
KICKSVAPING.COM  
KICKSVAPOR.COM  
KICKZVAPES.COM  
KICKZVAPING.COM  
KICKZVAPOR.COM  
LIONHEADELIQUID.COM  
LIONHEADLIQUID.COM  
LIONHEADVAPOR.COM  
LIQUIABOT.COM  
LIQUIDSANALYSISLAB.COM  
LIQUIDSTESTLAB.COM  
LIQUIDSTESTLABORATORY.COM  
LIQUIDTESTLABS.COM  
LITTLEVAPES.COM  
LITTLEVAPOR.COM  
LOWVAPES.COM  
LOWVAPOR.COM  
MADBRIGHTS.COM



MADPRINTZ.COM  
MADTOBACCO.COM  
MADVAPEMODS.COM  
MADVAPER.COM  
MADVAPES.BIZ  
MADVAPES.CO  
MADVAPES.COM  
MADVAPES.INFO  
MADVAPES.NET  
MADVAPES.ORG  
MADVAPESSECIGS.COM  
MADVAPESFAQ.COM  
MADVAPESFORUM.COM  
MADVAPESHELP.COM  
MADVAPESONLINE.COM  
MADVAPESPORTAL.COM  
MADVAPESREFILLS.COM  
MADVAPESRETAIL.COM  
MADVAPESSTORE.COM  
MADVAPESSTORE.INFO  
MADVAPESSTORE.NET  
MADVAPESSTORE.ORG  
MADVAPESSTORE.US  
MADVAPESTASK.COM  
MADVAPESTV.COM  
MADVAPESUK.COM  
MADVAPES-UK.COM  
MADVAPESUPPLY.COM  
MADVAPESVIDEOS.COM  
MADVAPESVIDS.COM  
MADVAPESWHOLESALE.COM  
MADVAPESWIKI.COM  
MADVERP.COM  
MADVPMALL.COM  
MAGICELIQUID.COM  
MAGNUMELIQUID.COM  
MAIDENVAPES.COM  
MAIDENVAPOR.COM  
MCVAPOR.COM  
MICROVAPES.COM  
MIDDLEAGEVAPOR.COM  
MIDDLEVAPES.COM  
MIDDLEVAPOR.COM  
MIDNIGHTBLUELIQUID.COM  
MIDNIGHTBLUEVAPES.COM

MIDNIGHTBLUEVAPOR.COM  
MINIMUMVAPOR.COM  
MODTIONS.BIZ  
MODTIONS.CO  
MODTIONS.COM  
MODTIONS.INFO  
MODTIONS.NET  
MODTIONS.ORG  
MODTIONS.US  
MOVE2VAPES.COM  
MOVE2VAPING.COM  
MVRBLLC.COM  
MYVAPES.COM  
MYVAPES.NET  
MYVAPESUPPLY.COM  
MYVAPINGSUPPLY.COM  
NANOVAPES.COM  
NCVAPERSCLUB.COM  
NCVAPING.COM  
NCVAPINGCLUB.COM  
NCVAPINGSUPPLY.COM  
NCVAPOR.COM  
NEWCOVAPE.COM  
NEWCOVAPES.COM  
NEWCOVAPOR.COM  
NEWVAPES.COM  
NICBREW.COM  
NICOBLOW.COM  
NICOBOMB.COM  
NICOCAN.COM  
NICOCART.COM  
NICODADDY.COM  
NICODICK.COM  
NICODIDDLE.COM  
NICOFRAME.COM  
NICOPIG.COM  
NICOSHACK.COM  
NICOTERM.COM  
NICOVAPING.COM  
NOKIDSALLOWEDVAPES.COM  
NOKIDSALLOWEDVAPOR.COM  
NOTFORCHILDRENVAPES.COM  
NOTFORCHILDRENVAPOR.COM  
NOWVAPES.COM  
NOWVAPOR.COM

OLDMADVAPES.COM  
OLDPEOPLEVAPES.COM  
OLDVAPES.COM  
OLDVAPOR.COM  
ONLINEVAPESUPPLY.COM  
PLEASEVAPE.COM  
PLEASURABLEVAPING.COM  
PLEASUREOFVAPING.COM  
PRIVATELIQUID.COM  
PRIVATEVAPOR.COM  
PROGRESSIVEVAPOR.COM  
PVISO.BIZ  
PVISO.CO  
PVISO.COM  
PVISO.INFO  
PVISO.NET  
PVISO.ORG  
PVISO.US  
PVTSO.BIZ  
PVTSO.CO  
PVTSO.COM  
PVTSO.NET  
PVTSO.ORG  
PVTSO.US  
REGALELIQUID.COM  
ROCKINGVAPOR.COM  
ROCKINVAPES.COM  
ROCKYMOUNTAINVAPOR.CO  
ROCKYMOUNTAINVAPOR.NET  
ROCKYMOUNTAINVAPOR.ORG  
ROCKYMOUNTAINVAPOR.US  
RUDEVAPES.COM  
SALVATIONELIQUID.COM  
SALVATIONLIQUID.COM  
SALVATIONVAPES.COM  
SALVATIONVAPING.COM  
SALVATIONVAPOR.COM  
SEVAPE.COM  
SEVAPING.COM  
SHARPPVS.COM  
SHARPVAPES.COM  
SHARPVAPOR.COM  
SMALLVAPOR.COM  
SMOKTECHUS.COM  
SMOKTECH-US.COM


SMOKTECHUSA.COM  
SNEAKYVAPES.COM  
SNEAKYVAPOR.COM  
SPLENDIDVAPOR.COM  
STEALTHELIQUID.COM  
STEALTHLIQUID.COM  
STEALTHYVAPES.COM  
STEALTHYVAPOR.COM  
SUPERFLAVORS.COM  
SUPREMEFLAVORS.BIZ  
SUPREMEFLAVORS.CO  
SUPREMEFLAVORS.COM  
SUPREMEFLAVORS.INFO  
SUPREMEFLAVORS.ME  
SUPREMEFLAVORS.MOBI  
SUPREMEFLAVORS.NET  
SUPREMEFLAVORS.ORG  
SUPREMEFLAVORS.US  
SUPREMELIQUIDS.COM  
SUPREMEVAPES.COM  
SWITCH2VAPES.COM  
SWITCH2VAPING.COM  
TASTYVAPOR.BIZ  
TASTYVAPOR.CO  
TASTYVAPOR.NET  
THEAPVMAN.COM  
THEAPVSHOP.COM  
THEMODSHACK.COM  
THEMODSHACK.INFO  
THEMODSHACK.NET  
THEMODSHACK.ORG  
THEVAPECAFE.COM  
THEVAPERSCAFE.COM  
THEVAPESHACK.CO.UK  
THEVAPESHACK.COM  
THEVAPESHACK.NET  
THEVAPESOURCE.CO  
THEVAPESOURCE.COM  
THEVAPESTACK.COM  
THEVAPESTOP.COM  
THEVAPINGVAULT.COM  
TINYVAPES.COM  
TOPSOURCEAGENT.COM  
TOPVAPES.COM  
TOPVAPES.NET

TOPVAPOR.BIZ  
TOPVAPOR.CO  
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TOPVAPOR.COM  
TOPVAPOR.INFO  
TOPVAPOR.ME  
TOPVAPOR.NET  
TOPVAPOR.US  
TOPVAPORLLC.COM  
TOPVAPORWS.COM  
ULTIMATEECIGINFO.COM  
ULTIMATEVAPOR.CO.UK  
ULTIMATEVAPOR.COM  
ULTIMATEVAPOUR.CO.UK  
UNDERCOVERLIQUID.COM  
UNDERCOVERVAPES.COM  
UNDERCOVERVAPOR.COM  
UPTOWNVAPING.COM  
UPVAPES.COM  
UPVAPOR.COM  
USECITA.COM  
USECITA.ORG  
USECTA.COM  
USECTA.NET  
USECTA.ORG  
VAPAMANIA.COM  
VAPAMATIC.COM  
VAPEAMERICA.COM  
VAPEAUCTIONS.COM  
VAPEBIZ.COM  
VAPECOM.COM  
VAPEDISTRIBUTORS.COM  
VAPEDIVIDE.COM  
VAPEFAVORITES.COM  
VAPEGALLEY.COM  
VAPEGARAGE.COM  
VAPEHOLE.COM  
VAPENBREW.COM  
VAPEPARTY.COM  
VAPEPIG.COM  
VAPEPLEASE.COM  
VAPERCOM.COM  
VAPERMAGIC.COM  
VAPERSBREW.COM  
VAPERSCAFE.COM

VAPERSDEPOT.COM  
VAPERSHIDEOUT.COM  
VAPERSHOLE.COM  
VAPERSPARADISE.COM  
VAPERSPLEASURE.COM  
VAPERSSUPPLY.COM  
VAPESACK.COM  
VAPESTACK.COM  
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VAPESTOP.COM  
VAPEVALLEY.COM  
VAPEZELO.COM  
VAPINGDEPOT.COM  
VAPINGFAVORITES.COM  
VAPINGFORFUN.COM  
VAPINGFORPLEASURE.COM  
VAPINGFUN.COM  
VAPINGMALL.COM  
VAPINGMANIA.COM  
VAPINGONTHEDOWNLOW.COM  
VAPINGPARADISE.COM  
VAPINGPARTIES.COM  
VAPINGPLACE.COM  
VAPINGPLEASURE.COM  
VAPINGSHOP.COM  
VAPINGSOURCE.COM  
VAPINGTROLL.COM  
VAPINGVAPES.COM  
VAPINGVAPOR.COM  
VAPINGVAULT.COM  
VAPINGVORTEX.COM  
VAPINGWAREHOUSE.COM  
VAPINONTHEDOWNLOW.COM  
VAPORDIVIDE.COM  
VAPORFORADULTS.COM  
VAPORGALLEY.COM  
VAPORGATEWAY.COM  
VAPORLESSVAPE.COM  
VAPORLESSVAPES.COM  
VAPORROUNDUP.COM  
VAPORSTALK.COM  
VAPORTROLL.COM  
VAPPAS.COM  
VIBRANTVAPOR.COM  
VORTEXELIQUID.COM

VORTEXLIQUID.COM  
 VPCUT.COM  
 VPDELUXE.COM  
 VPEDGE.COM  
 VPSAVER.COM  
 VPSHACK.COM  
 VPSTOREHOUSE.COM  
 VPSUPREME.COM  
 WHOLESALEEJUICE.COM  
 WHOLESALELIQUID.COM  
 WHOLESALELIQUID.NET  
 WHOLESALELIQUIDS.BIZ  
 WHOLESALELIQUIDS.CO  
 WHOLESALELIQUIDS.COM  
 WHOLESALELIQUIDS.INFO  
 WHOLESALELIQUIDS.NET  
 WHOLESALELIQUIDS.ORG  
 WHOLESALELIQUIDS.US  
 WHOLESALEVAPE.COM  
 WHOLESALEVAPING.COM  
 WHOLESALEVAPINGSUPPLY.COM  
 WHOLESALEVAPINGSUPPLYS.COM  
 WHOLSALECIGSUPPLY.COM  
 WILDWESTECIGS.COM  
 WILDWESTFLAVORS.COM  
 WILDWESTHELP.COM  
 WILDWESTLIQUID.COM  
 WILDWESTVAPING.COM  
 WILDWESTVAPOR.COM  
 WORLDSFINESTELIQUID.COM  
 WORLDSFINESTELIQUIDS.COM

**Trademarks**

Trademark	Owner	Jurisdiction	Registration or Serial Number	Registration Date
	Mark Hoogendoorn	US	4748122	June 2, 2015
MADVAPES	Madvapes, LLC	US	4297449	March 5, 2013

THE VAPE SHACK	Mark Hoogendoorn, d/b/a The Vape Shack LLC	US	86571316	Application
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