

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM460008

<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>
SE Box Mods, LLC		10/30/2017	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Altria Client Services LLC		
<b>Street Address:</b>	6601 WEST BROAD STREET		
<b>City:</b>	RICHMOND		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23230		
<b>Entity Type:</b>	Limited Liability Company: VIRGINIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87102608	CYNC	
<b>Serial Number:</b>	86479747	VF	
<b>Serial Number:</b>	86479749	VAPE FORWARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027995000		
<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>	2027994000		
<b>Email:</b>	gregory.esau@dlapiper.com		
<b>Correspondent Name:</b>	Gregory Esau		
<b>Address Line 1:</b>	500 Eighth Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Gregory Esau		
<b>SIGNATURE:</b>	/Gregory Esau/		
<b>DATE SIGNED:</b>	01/30/2018		
<b>Total Attachments: 9</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is made as of October 30, 2017, by and between SE Box Mods, LLC, a Georgia limited liability company ("Assignor"), and Altria Client Services LLC, a Virginia limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignee, Assignor, Charles P. Kauss and Charles B. Thompson (the "Purchase Agreement").

WHEREAS, Assignor owns all right, title and interest in and to the Assigned Intellectual Property (defined below); and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, is desirous of acquiring, and Assignor has assigned to Assignee Assignor's entire right, title and interest in and to the Assigned Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows.

1. Assignor confirms the assignment of, and does hereby sell, convey and deliver to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Assigned Intellectual Property.

2. "Assigned Intellectual Property" means all Company Intellectual Property that is owned by, or that is or has been used or held for use by the Assignor in the Business, including, without limitation, the Company Intellectual Property set forth on Schedule A attached hereto. For the avoidance of doubt, Company Intellectual Property includes Patents (including utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications), and Marks, Domain Names, Copyrights, Confidential Information, and Software but does not include any Open Tank Asset (as defined in the Purchase Agreement).

3. Assignor does hereby authorize and request the Director of the United States Patent and Trademark Office, and directors of equivalent foreign patent offices, to issue any and all letters patent and trademark registrations which may be granted upon said Assigned Intellectual Property, or upon any improvements thereto, or any parts thereof, when granted, to Assignee.

4. Counterparts. This 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. Signatures to 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.

5. Severability. If any term or provision of this Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or

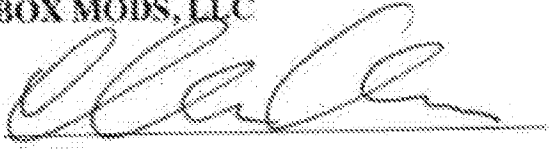
provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

*[Signature Page Follows]*

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

ASSIGNOR:

SE BOX MODS, LLC

By: 

Charles P. Kauss

Managing Member

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

**ASSIGNOR:**

**SE BOX MODS, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

**ALTRIA CLIENT SERVICES LLC**

By: T. Justin Moore III

Name: T. Justin Moore III

Title: SVP - S & BD

**SCHEDULE A**  
**ASSIGNED INTELLECTUAL PROPERTY**

[To be provided by Assignor]

Schedule A  
Intellectual Property

Patent:

FILE NO.	TITLE	COUNTRY	APPLN. NO.	FILING DATE	PATENT NUMBER	ISSUE DATE	STATUS
097220-1017540	ELECTRONIC VAPORIZER	United States of America	29/572,791	7/29/16			Pending
097220-1058998	ELECTRONIC VAPORIZER	United States of America	29/614,142	8/16/17			Pending
097220-1017548	POD FOR AN ELECTRONIC VAPORIZER	United States of America	29/572,800	7/29/16			Pending
097220-1017551	ELECTRONIC VAPORIZER	United States of America	29/572,798	7/29/16			Pending
097220-1027589	ELECTRONIC VAPORIZER	China	201730030895.8	1/26/17	ZL201730030895.8	7/28/17	Issued
097220-1027594	POD FOR AN ELECTRONIC VAPORIZER	China	201730030899.6	1/26/17	ZL201730030899.6	7/28/17	Issued
097220-1027596	ELECTRONIC VAPORIZER	China	201730030902.4	1/26/17	ZL201730030902.4	7/11/17	Issued
097220-1027592	ELECTRONIC VAPORIZER	European Union	003542620	12/27/16	003542620-0001	1/20/17	Issued







097220-1027592	ELECTRONIC VAPORIZER	European Union	003542620-0002	12/27/16	003542620-0002	1/20/17	Issued
097220-1027592	ELECTRONIC VAPORIZER	European Union	003542620-0003	12/27/16	003542620-0003	1/20/17	Issued
097220-1027592	ELECTRONIC VAPORIZER	European Union	003542620-0004	12/27/16	003542620-0004	1/20/17	Issued
097220-1027592	ELECTRONIC VAPORIZER	European Union	003542620-0005	12/27/16	003542620-0005	1/20/17	Issued
097220-1027592	ELECTRONIC VAPORIZER	European Union	003542620-0006	12/27/16	003542620-0006	1/20/17	Issued
097220-1065760 <sup>1</sup>	Electronic Cigarette	China	201630329555.0	7/19/16	ZL201630329555.0	12/7/16	Issued

The Company has various purchasing arrangements with product manufacturers and e-liquid manufacturers and by virtue of such arrangements may therefore have implied licenses to use any proprietary or protectable intellectual property owned or used by such manufacturers within the products purchased from such manufacturers.

<sup>1</sup> Assigned to Company by Joyetech Europe Holding GMBH.

Marks:

Mark	Country File No.	Status	Serial No Filing Date	Reg. No. Reg. Date	Action
VF (and design) 	China 097220-0928640	Registered	15931973 Dec 15, 2014	15931973 Feb 14, 2016	Renewal Due Feb 13, 2026
VF (and design) 	China 097220-0928641	Registered	15931972 Dec 15, 2014	15931972 Feb 14, 2016	Renewal Due Feb 13, 2026
VAPE FORWARD	China 097220-0928636	Registered	15931976 Dec 15, 2014	15931976 Feb 21, 2016	Renewal Due Feb 20, 2026
VAPE FORWARD	China 097220-0928637	Registered	15931977 Dec 15, 2014	15931977 Feb 14, 2016	Renewal Due Feb 13, 2026

Mark	Country File No.	Status	Serial No Filing Date	Reg. No. Reg. Date	Action
VF (and design) 	Taiwan R.O.C. 097220-0948112	Registered	104034011 Jun 12, 2015	1748052 Jan 1, 2016	Renewal Due Dec 31, 2025
CYNC	United States of America 097220-1017184	Allowed	87102608 Jul 13, 2016		Statement of Use/Request for Extension Due Feb 28, 2018
VF (and design) 	United States of America 097220-0939186	Registered	86479747 Dec 13, 2014	4974118 Jun 7, 2016	Declaration of Use Due Jun 7, 2022 Renewal Due Jun 7, 2026
VAPE FORWARD	United States of America 097220-0939185	Registered	86479749 Dec 13, 2014	4952348 May 3, 2016	Declaration of Use Due May 3, 2022 Renewal Due May 3, 2026

The Company has various purchasing arrangements with product manufacturers and e-liquid manufacturers and by virtue of such arrangements may therefore have implied licenses to use any proprietary or protectable intellectual property owned or used by such manufacturers within the products purchased from such manufacturers.

TRADEMARK

REEL: 006260 FRAME: 0519

RECORDED: 01/30/2018