

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481921

<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>
Republic Technologies (NA), LLC		07/16/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Top Tobacco L.P.		
<b>Street Address:</b>	2301 Ravine Way		
<b>City:</b>	Glenview		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60025		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1908000	BALI SHAG	
<b>Registration Number:</b>	3488536	BALI SHAG	
<b>Registration Number:</b>	3735372	BULL DURHAM	
<b>Registration Number:</b>	4264667	BULL DURHAM	
<b>Registration Number:</b>	4264547	MCCLINTOCK	
<b>Registration Number:</b>	1638762	MCCLINTOCK	
<b>Registration Number:</b>	3492431	MCCLINTOCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<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>	312.269.8000		
<b>Email:</b>	temanuelson@nge.com		
<b>Correspondent Name:</b>	ANTONY J. MCSHANE		
<b>Address Line 1:</b>	2 North LaSalle St., Suite 1700		
<b>Address Line 2:</b>	Neal, Gerber & Eisenberg LLP		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60602		
<b>ATTORNEY DOCKET NUMBER:</b>	16471-0702BaliShag,BullDu		
<b>NAME OF SUBMITTER:</b>	ANTONY J. MCSHANE		

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<b>SIGNATURE:</b>	/Antony McShane/
<b>DATE SIGNED:</b>	07/16/2018
<b>Total Attachments: 3</b> source=CB - U.S. Assignment - Tobacco Marks#page1.tif source=CB - U.S. Assignment - Tobacco Marks#page2.tif source=CB - U.S. Assignment - Tobacco Marks#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), is effective as of July 16, 2018 (the “**Effective Date**”), is made by Republic Technologies (NA), LLC (“**Assignor**”), a Delaware limited liability company, located at 2301 Ravine Way, Glenview, IL 60025, in favor of Top Tobacco L.P. (“**Assignee**”), a Delaware limited partnership, located at 2301 Ravine Way, Glenview, IL 60025.

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all of Assignor’s right, title, and interest in and to the trademarks in the United States of America set forth on Schedule 1 hereto (the “**Assigned Trademarks**”), together with the goodwill associated with or symbolized by the Assigned Trademarks, and specifically including:

(a) all rights of any kind whatsoever of Assignor accruing under or with regard to any of the Assigned Trademarks provided by the applicable law (including by common law) of the United States of America;

(b) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Trademarks; and

(d) 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.

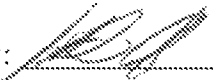
2. Recordation. Assignor hereby authorizes the officials of the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee.

3. Further Actions. Following the date hereof, upon Assignee's request, at Assignee's cost and expense, Assignor shall 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 or desirable to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto. Assignor hereby irrevocably authorizes and appoints the duly authorized officers of Assignee to execute now and in the future, on its behalf, all documents, assignments, authorizations of agents and further powers of attorney required to file, prosecute, maintain, protect and assign any and all of Assignee's rights in and to the Assigned Trademarks.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the Effective Date.

**Republic Technologies (NA), LLC**

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

Name: S. J. Gow \_\_\_\_\_

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

Schedule I  
Assigned Trademarks

<u>Trademark</u>	<u>Registration No.</u>
BALI SHAG (& device)	1908000
BALI SHAG (words)	3488536
BULL DURHAM (words)	3735372
BULL DURHAM (& device)	4264667
MCCLINTOCK (& device)	4264547
MCCLINTOCK (word)	1638762
MCCLINTOCK (word)	3492431