

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509066

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RGC Capital LLC		02/05/2019	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	ZANA Tobacco, LLC		
Street Address:	3524 Turenne Way		
City:	Wellington		
State/Country:	FLORIDA		
Postal Code:	33449		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4283941	GTO	
Registration Number:	4435653	SUNSHINE TOBACCO	
Registration Number:	5548955	BELLA ORCHID	
Registration Number:	2217906	VAQUERO	
Registration Number:	5310645	WRANGLER	
CORRESPONDENCE DATA			
Fax Number:	3307443184		
<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>			
Phone:	330-744-5211		
Email:	RHerberger@Roth-Blair.com		
Correspondent Name:	Robert J. Herberger		
Address Line 1:	100 E Federal Street		
Address Line 2:	Suite 600		
Address Line 4:	YOUNGSTOWN, OHIO 44503-1893		
ATTORNEY DOCKET NUMBER:	48-11-28		
NAME OF SUBMITTER:	Robert J. Herberger		
SIGNATURE:	/Robert J. Herberger/		
DATE SIGNED:	02/07/2019		

OP \$140.00 4283941

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**") is entered into this 5th day of February, 2019 (the "**Effective Date**") by and between RGC Capital LLC, a Florida limited liability company, whose principal address is 15852 SW 61st Street, Miami, Florida 33193, ("**Assignor**") and ZANA Tobacco, LLC, a Florida limited liability company, whose principal address is 3524 Turenne Way, Wellington, FL 33449, ("**Assignee**").

WHEREAS, Assignor owns an undivided right, title and interest in and to **GTO** Serial Number 85517394, Registration Number 4283941, Trademark **SUNSHINE TOBACCO** Serial Number 85881360, Registration Number 4435653, Trademark **BELLA ORCHID** Serial Number 87638538, Registration Number 5548955, Trademark **VAQUERO** Serial Number 75314248, Registration Number 2217906, Trademark **WRANGLER** Serial Number 87382968, Registration Number 5310645 (hereinafter collectively -- the "**Mark**");

WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby with all rights to sue and recover damages and/or profits for past infringements, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. ASSIGNMENT

Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark with all rights to sue and recover damages and/or profits for past infringements.

2. WARRANTIES AND OBLIGATIONS

A. Assignor represents and warrants that:

- (i) Assignor owns the undivided right, title and interest in and to the Mark;
- (ii) all registrations for the Mark are currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Mark to any other person or entity;
- (iv) there are no liens or security interests against the Mark;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

02/15/19

(vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party.

B. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignee's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.

C. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.

3. CONSIDERATION

A. Assignor hereby assigns his trademark rights under this Agreement for a reasonable consideration of Ten and 00/100 Dollars (\$10.00).

4. AGREEMENT BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

5. MISCELLANEOUS.

A. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

B. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Florida, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Florida. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

C. This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

D. Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

Witness:

[Signature]

Jimmy Jesus Prieta

ASSIGNOR:

By: *[Signature]*

(Date) 2-5-19

Print Name: Diosdado J. Aleman

Title: Manager

Witness:

[Signature]

Jimmy Jesus Prieta

ASSIGNEE:

By: *[Signature]*

(Date)

Print Name: Abdallah Nada

Title: Manager