TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM510552

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the State/Country of Receiving Party previously recorded on Reel 006540 Frame 0371. Assignor(s) hereby confirms the Assignment of the entire interest and the goodwill.	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Speccomm		01/21/2019	Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Tobacco Merchants Association of the United States, Inc.	
Street Address:	231 Clarksville Road, Suite 6	
City:	Princeton	
State/Country:	NEW JERSEY	
Postal Code:	08550	
Entity Type: Non-Profit Corporation: DELAWARE		

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark	
Serial Number:	86782380	GLOBAL TOBACCO & NICOTINE FORUM	
Serial Number:	86783763	GLOBAL TOBACCO NETWORKING FORUM	
Serial Number:	86633256	VAPOR VOICE	
Serial Number:	86554139	CIGARS & LEISURE	
Serial Number:	86782402	GTNF	
Serial Number:	78737789	TOBACCO GROWERS GUIDE	
Serial Number:	78737780	TOBACCO FARM QUARTERLY	
Serial Number:	74076431	TR	
Serial Number:	75093099	PIPES AND TOBACCOS	
Serial Number:	75296972	GLOBAL TOBACCO INDUSTRY GUIDE	
Serial Number:	75293484	SPECCOMM	
Serial Number:	75189166	TOBACCO REPORTER	
Serial Number:	75127225	TOBACCONIST	

CORRESPONDENCE DATA

Fax Number:

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.

TRADEMARK
REEL: 006566 FRAME: 0447

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Email: bmills@maselliwarren.com

Correspondent Name: Brian A. Mills

Address Line 1:600 Alexander Road, Suite 3-4AAddress Line 4:Princeton, NEW JERSEY 08540

NAME OF SUBMITTER: David A. Harlow

SIGNATURE: /David A. Harlow/

DATE SIGNED: 02/19/2019

Total Attachments: 5

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM507545

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Speccomm International, Inc.		01/21/2019	Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Tobacco Merchants Association of the United States, Inc.	
Street Address:	231 Clarksville Road, Suite 6	
City:	Princeton	
State/Country:	DELAWARE	
Postal Code:	08550	
Entity Type:	Non-Profit Corporation: DELAWARE	

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	86782380	GLOBAL TOBACCO & NICOTINE FORUM
Serial Number:	86783763	GLOBAL TOBACCO NETWORKING FORUM
Serial Number:	86633256	VAPOR VOICE
Serial Number:	86554139	CIGARS & LEISURE
Serial Number:	86782402	GTNF
Serial Number:	78737789	TOBACCO GROWERS GUIDE
Serial Number:	78737780	TOBACCO FARM QUARTERLY
Serial Number:	74076431	TR
Serial Number:	75093099	PIPES AND TOBACCOS
Serial Number:	75296972	GLOBAL TOBACCO INDUSTRY GUIDE
Serial Number:	75293484	SPECCOMM
Serial Number:	75189166	TOBACCO REPORTER
Serial Number:	75127225	TOBACCONIST

CORRESPONDENCE DATA

Fax Number:

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: 9197878880

Email: trademark@manningfulton.com

TRADEMARK

REEL: 006566 FRAME: 0449

COPYRIGHT AND TRADEMARK ASSIGNMENT AGREEMENT

This Copyright and Trademark Assignment Agreement (the "<u>CT Assignment</u>") is hereby entered into on January 21, 2019 (the "<u>Effective Date</u>"), by and between Speccomm International, Inc., a North Carolina corporation ("<u>Assignor</u>" or "<u>Speccomm</u>") and Tobacco Merchants Association of the United States, Inc. a Delaware Non-Profit Corporation having an address of 231 Clarksville Road, Suite 6, Princeton, New Jersey 08550 ("Assignee" or "TMA").

RECITALS

- A. On even date hereof, Speccomm and TMA entered into a certain Asset Purchase Agreement (the "Assignment") in which Speccomm assigned, granted, conveyed, transferred, and set over to TMA all of Speccomm' right, title, and interest in certain personal property, including all intellectual property.
- B. Pursuant to the Assignment, Speccomm desires to transfer to TMA all of Speccomm's right, title and interest in and to the Trademarks listed on <u>Exhibit A</u> attached hereto ("<u>Speccomm Trademarks</u>") and copyrights listed on <u>Exhibit B</u> and attached hereto ("Speccomm Copyrights").
- NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth in the Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:
- 1. Assignor does hereby convey, assign, transfer and deliver to Assignee, its successors and assigns (i) all of Assignor's entire right, title, and interest in and to the Speccomm Trademarks as set forth in Exhibit A to this CT Assignment, including the registrations and any applications for registration thereof throughout the world, together with all common law rights related thereto, and with the goodwill of the business symbolized by the Speccomm Trademarks, (ii) the right to sue or otherwise recover for, and the right to profits, penalties or damages due or accrued arising out of or in connection with past, present and future infringement or other violation thereof or dilution of or damage or injury to the Speccomm Trademarks or such represented goodwill, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, the same to be held and enjoyed by Assignee, its successors and assigns and their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this CT Assignment had not been made.

- 2. Assignor does hereby convey, assign, transfer and deliver to Assignee, its successors and assigns, all of Assignor's entire right, title and interest in and to the Speccomm Copyrights as set forth on Exhibit B to this CT Assignment, together with the right to file all divisionals, continuations, continuations-in-part, reissue, reexaminations and extensions thereof, together with the right to sue for and recover all claims for damages for all infringements, including the right of recovery for past infringements thereof, the same to be held and enjoyed by Assignee for its own use and benefit and the use and benefit of its successors and assigns and their legal representatives, as fully and entirely for the full term or terms of all such rights.
- 3. Assignor and Assignee agree that any filing fees associated with recording this CT Assignment with the U.S. Copyright Office and the United States Patent and Trademark Office shall be borne solely by Assignor.
- 4. This CT Assignment has been executed and delivered by the Assignor to be used for recording the Assignment herein with the appropriate government entity. At Assignor's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title and interest in and to the Speccomm Copyrights and Speccomm Trademarks, including, without limitation, its recordation in relevant state and national copyright and trademark offices.
- 5. Assignor hereby authorizes and requests that the U.S. Copyright Office and the United States Patent and Trademark Office record this CT Assignment.
- 6. Assignor represents and warrants that it has full and complete authority to make this CT Assignment.
- 7. This CT Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this CT Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this CT Assignment.
- 8. This CT Assignment may not be supplemented, altered, or modified in any manner, except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this CT Assignment shall not waive any of its rights under such terms or provisions. This CT Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 9. This CT Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of North Carolina, without giving effect to any principles of conflicts of law.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Copyright and Trademark Assignment Agreement to be duly executed as of the date first written above.

ASSIGNOR

SPECCOMM INTERNATIONAL, INC.

Name: Dayton Matlick

Title:

President

ASSIGNEE

TOBACCO MERCHANTS ASSOCIATION OF THE UNITED STATES, INC.

By:_____

Name:

Chris Geer

Title:

President & CEO

EXHIBIT A

#	USPTO Serial Number	USPTO Registration Number	Trademark
1	86782380	5085005	GLOBAL TOBACCO & NICOTINE FORUM
2	86783763	5057592	GLOBAL TOBACCO NETWORKING FORUM
3	86633256	4967594	VAPOR VOICE
4	86554139	4919743	CIGARS & LEISURE
5	86782402	4968395	GTNF
6	78737789	3259632	TOBACCO GROWERS GUIDE
7	78737780	3182110	TOBACCO FARM QUARTERLY
8	74076431	1650135	TR
9	75093099	2069241	PIPES AND TOBACCOS
10	75296972	2199541	GLOBAL TOBACCO INDUSTRY GUIDE
11	75293484	2202644	SPECCOMM
12	75189166	2177879	TOBACCO REPORTER
13	75127225	2090253	TOBACCONIST

TRADEMARK REEL: 006566 FRAME: 0453

RECORDED: 02/19/2019