

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551052

<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>
S&M Brands, Inc.		10/31/2019	Corporation: VIRGINIA
<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: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2408012	BAILEY'S	
<b>Registration Number:</b>	2475924		
<b>Registration Number:</b>	4090235	BAILEY'S TOBACCO CURING BARN	
<b>Registration Number:</b>	1923119	BAILEY'S	
<b>Registration Number:</b>	5013427	BAILEY'S	
<b>Registration Number:</b>	5055099	RIVERSIDE	
<b>Registration Number:</b>	3693061	RIVERSIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	shannon.d.adkins@altria.com		
<b>Correspondent Name:</b>	Robyn Ettricks		
<b>Address Line 1:</b>	601 East Jackson Street		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>NAME OF SUBMITTER:</b>	Robyn Ettricks		
<b>SIGNATURE:</b>	/Robyn Ettricks/		
<b>DATE SIGNED:</b>	11/26/2019		
<b>Total Attachments: 3</b>			

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of March 2, 2019 (the "Effective Date"), is entered into by and between S&M Brands, Inc., a Virginia corporation ("Assignor"), and Altria Client Services LLC, a Virginia limited liability company ("Assignee").

WHEREAS, Assignor has adopted and uses the marks identified in Exhibit A (the "Marks");

WHEREAS, Assignor owns all right, title and interest in and to the Marks as well as the applications and/or registrations for those marks identified in Exhibit A (the "Applications and Registrations");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights in and to the Marks and the Applications and Registrations; and

WHEREAS, Assignee desires to obtain from Assignor all of Assignor's rights in and to the Marks and the Applications and Registrations;

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby sells, assigns, transfers, sets over, and delivers to Assignee Assignor's entire right, title and interest in and to the Marks and the Applications and Registrations and all associated goodwill, the same to be held and enjoyed by Assignee, its successors, legal representatives, and assigns, together with income, royalties, damages, or payments due in relation thereto, including, without limitation, all claims for damages or payments by reason of infringement, misappropriation, or unauthorized use by another, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

2. Recordation; Further Assistance. Assignor authorizes and requests that the United States Patent and Trademark Office and other applicable trademark offices record this Assignment and record the Marks and the Applications and Registrations as the property of Assignee, its successors, legal representatives, and assigns in accordance with the terms of this Assignment. Upon the request of Assignee, Assignor will provide reasonable assistance to Assignee, including the execution of other instruments and documents, to secure perfect, effectuate, and record the transfer of the Marks and the Applications and Registrations to Assignee.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the date(s) set forth below, but effective as of the Effective Date written above.

**ASSIGNOR:**

**S&M BRANDS, INC.**

By: Steve A Bailey  
Name: Steven A Bailey  
Title: President  
Date: 10/31/19

**ASSIGNEE:**

**ALTRIA CLIENT SERVICES LLC**

By: D. C. Broughton  
Name: Darren C. Broughton  
Title: VP + Associate General Counsel  
Date: 12/15/19

**EXHIBIT A**

**MARKS AND APPLICATIONS/REGISTRATIONS**

<b>MARK</b>	<b>APP./REG. NO.</b>	<b>JURISDICTION</b>
1. BAILEY'S	2408012	US
2. Barn Design	2475924	US
3. BAILEY'S TOBACCO CURING BARN and Design	4090235	US
4. BAILEY'S Stylized	1923119	US
5. BAILEY'S	5013427	US
6. Barn Design	TMA572464	Canada
7. BAILEY'S	TMA680541	Canada
8. BAILEY'S and Design	TMA691563	Canada
9. BAILEY'S and Design	TMA691564	Canada
10. BAILEY'S and Design	TMA598720	Canada
11. RIVERSIDE	5055099	U.S.
12. RIVERSIDE	3693061	U.S.