

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345450

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Camrose Trading, Inc		06/15/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	IP, LLC		
Street Address:	200 Progress Drive		
City:	Russell Springs		
State/Country:	KENTUCKY		
Postal Code:	42642		
Entity Type:	LIMITED LIABILITY COMPANY: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78468652	STAMPEDE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	270-866-8888		
Email:	legal@tantustobacco.com		
Correspondent Name:	G.George Bertram		
Address Line 1:	200 Progress Drive Suite 500		
Address Line 4:	Russell Springs, KENTUCKY 42642		
NAME OF SUBMITTER:	G. George Bertram		
SIGNATURE:	/G. George Bertram/		
DATE SIGNED:	06/23/2015		
Total Attachments: 3			
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OP \$40.00 78468652

TRADEMARK ASSIGNMENT AGREEMENT :

"Stampede" Mark

This Trademark Assignment Agreement ("Trademark Assignment"), dated as of June 15th, 2015, is made by CAMROSE TRADING, INC., 1221 NW 165TH STREET, MIAMI, FLORIDA 33169, a Florida Corporation ("Assignor"), in favor of IP,LLC., 200 PROGRESS DRIVE, RUSSELL SPRINGS, KENTUCKY 42642, a limited liability company organized and existing under the laws of the Commonwealth of Kentucky ("Assignee");

WITNESSETH:

1. Assignment. For and in consideration of TEN-THOUSAND (\$10,000.00) DOLLARS, cash in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the "Stampede" trademark (the "Mark"), together with any goodwill of the business connected with the use of, and symbolized by, the Mark. *The registration information more specifically describing the Mark is contained on Schedule 1 attached hereto and incorporated by reference.*

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.

3. Representations and Warranties: Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:

(a) All required filings and fees related to the trademark registration and application listed on Schedule 1 hereto have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications are otherwise in good standing. Assignor will provide Assignee with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all such trademark registrations and applications.

(b) Assignor owns all right, title and interest in and to the Mark, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal



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requirements applicable to the Assigned Trademarks and Assignor's ownership and use thereof.

(c) To Assignor's knowledge, no person has infringed, violated or misappropriated, or is infringing, violating or misappropriating the Mark.

4. Indemnity. Assignor shall defend, indemnify and hold harmless Assignee, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements arising from or relating to any breach by Assignor of its representations, warranties and other obligations hereunder, up to and including the total amount of consideration paid by Assignee to Assignor for assignment of the Mark; (i.e. \$10,000.00 damage limitation).

5. General Terms.

(a) Entire Agreement. This Trademark Assignment, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the laws of the Commonwealth of Kentucky without regard to principles of conflict of laws. Any action, claim, proceeding or controversy arising hereunder shall be submitted to arbitration with a single arbitrator in Russell County, Kentucky, under the rules of the American Arbitration Association as then in effect. Each party shall bear its own costs and expenses in connection with any such arbitration proceeding.

(d) Counterparts. This Trademark 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. A signed copy of this Trademark 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 signed copy of this Trademark Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.



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CAMROSE TRADING, INC.

IP, LLC

By:



John Alexander

John Alexander, President

By:



D. Brian Cooper, Manager

Schedule 1 to "Stampede" Trademark Assignment (June 15, 2015)

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Mark: STAMPEDE

Trademark image

US Serial Number: 78468652 Application Filing Date: Aug. 17, 2004

US Registration Number: 3004268 Registration Date: Oct. 04, 2005

Register: Principal

Mark Type: Trademark

Status: A Sections 8 and 15 combined declaration has been accepted and acknowledged.

Status Date: Jul. 16, 2011

Publication Date: Jul. 12, 2005

Current Owner(s) Information

Owner Name: CAMROSE TRADING, INC.

Owner Address:

1221 NW 165TH STREET

MIAMI, FLORIDA 33169

UNITED STATES

Legal Entity Type: CORPORATION State or Country Where Organized: FLORIDA

Maintenance Filings or Post Registration Information

Affidavit of Continued Use: Section 8 - Accepted

Affidavit of Incontestability: Section 15 - Accepted