

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Star Tobacco, Inc.		07/15/2016	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Tantus Tobacco, LLC		
Street Address:	200 Progress Drive		
City:	Russell Springs		
State/Country:	KENTUCKY		
Postal Code:	42642		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1971941	MAIN STREET	
Registration Number:	1965462	SPORT	
CORRESPONDENCE DATA			
Fax Number:	9185940505		
<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:	9185940428		
Email:	jfincher@hallestill.com		
Correspondent Name:	Joseph D. Fincher		
Address Line 1:	320 S. Boston Ave., Suite 200		
Address Line 2:	Hall Estill		
Address Line 4:	Tulsa, OKLAHOMA 74103-3706		
NAME OF SUBMITTER:	Joseph D. Fincher		
SIGNATURE:	/Joseph D. Fincher/		
DATE SIGNED:	08/02/2016		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of July 15, 2016 ("**Effective Date**"), is made by Star Tobacco, Inc., ("Seller"), a Virginia corporation, located at 2040 Whitfield Avenue, Suite 300, Sarasota, Florida 34243, in favor of Tantus Tobacco, LLC ("**Buyer**"), a Kentucky limited liability company, located 200 Progress Drive, Russell Springs, Kentucky 42642.

WHEREAS, Seller has agreed to sell and assign certain trademarks to Buyer and Buyer has agreed to purchase certain trademarks from Seller. The Seller has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration of One Hundred and Seventy Four Thousand dollar (\$174,000.00), the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the trademarks set forth on the attached Schedule 1 (the "**Assigned Trademarks**"), including all U.S. and foreign trademark registrations with respect thereto, free and clear of all liens, claims, and encumbrances.
2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.
3. Termination of License Agreement. Upon execution and delivery of this Trademark Assignment, that certain License Agreement dated May 10, 2007, shall be terminated. Seller and Buyer hereby agree as of the Effective Date that neither the Seller or Buyer shall have any further rights, obligations, nor duties under the License Agreement except as otherwise specifically set forth in this Agreement.
4. 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.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

STAR TOBACCO, INC.

By: 

Michael J. Mullan, M.D.
Chief Executive Officer

Address for Notices:

2040 Whitfield Avenue
Suite 300
Sarasota, Florida 34243

AGREED TO AND ACCEPTED:

TANTUS TOBACCO, LLC

By: 

Name: D. Brian Cooper
Title: Owner

Address for Notices:

200 Progress Drive
Russell Springs, Kentucky 42642

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registration Number
Main Street	1,971,941
Sport	1,965,462