

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398506

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Swedish Match USA, Inc.		12/15/2015	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SMCI Holding, Inc.
Street Address:	700 Columbia Highway
City:	Dothan
State/Country:	ALABAMA
Postal Code:	36301
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4577131	JACKPOT
Serial Number:	85935131	CITY LIMITS
Serial Number:	85935318	TOBACCO TRAILS
Serial Number:	85935381	FAST TRACK
Registration Number:	1158297	
Registration Number:	1158298	
Registration Number:	0682770	
Registration Number:	0682769	ROBT. BURNS
Registration Number:	0551686	CRYSTALS
Registration Number:	1043719	GRAN CORONA
Registration Number:	0861883	GALLANTES
Registration Number:	0912388	FLAV-R-GARD
Registration Number:	1631056	ENGLISH CORONAS
Registration Number:	0854524	BRAVURA
Registration Number:	4983850	NIGHT OWL
Registration Number:	4324150	THE DARKER SIDE OF SMOOTH
Registration Number:	0730298	TIPARILLO
Registration Number:	0682766	WM PENN

CH \$565.00 4577131

Property Type	Number	Word Mark
Registration Number:	4273131	WHITE OWL SILVER
Registration Number:	4370050	24K SMOKING EXPERIENCE
Registration Number:	0923728	TIJUANA SMALLS
Registration Number:	0683560	WHITE OWL

CORRESPONDENCE DATA

Fax Number: 2128066675
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: 2128066675
Email: afisher@stroock.com
Correspondent Name: Laura Goldbard George
Address Line 1: 180 Maiden Lane, 38th Floor
Address Line 4: New York, NEW YORK 10038-4982

ATTORNEY DOCKET NUMBER:	002167/0002
NAME OF SUBMITTER:	Laura Goldbard George
SIGNATURE:	/laura goldbard george/
DATE SIGNED:	09/14/2016

Total Attachments: 12
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of December 15, 2015 and effective as of 11:03 PM Eastern Standard Time, December 31, 2015 (the "**Effective Time**"), is made by Swedish Match USA, Inc. ("**Assignor**"), a Delaware corporation, in favor of SMCI Holding, Inc. ("**Assignee**"), a Delaware corporation, the purchaser of certain assets of Assignor pursuant to a Contribution Agreement between Assignee and Assignor, dated as of December 15, 2015 and effective as of 11:03 PM Eastern Standard Time on December 31, 2015 (the "**Contribution Agreement**").

WHEREAS, under the terms of the Contribution Agreement, Assignor has agreed to convey, transfer and assign to Assignee, all of Assignor's trademarks, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. As of the Effective Time, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Assigned Trademarks (as defined below), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Exhibit A hereto and all issuances, extensions and renewals thereof (the "**Assigned Trademarks**"); provided that, with respect to the United States intent-to-use trademark applications set forth on Exhibit A hereto, the transfer of such applications accompanies, pursuant to the Contribution Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds due or payable on or after the Effective Time with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the Effective Time, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the Effective Time, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature page follows]

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

SWEDISH MATCH USA, INC.

By: *Gerard Roerty, Jr.*

Name: Gerard Roerty, Jr.
Title: VP, General Counsel & Secretary
Address for Notices:
1021 E. Cary Street, Suite 1600
Richmond, VA 23219

STATE OF VIRGINIA

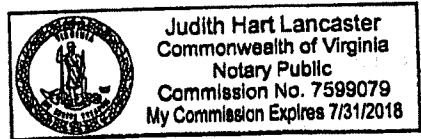
CITY OF RICHMOND

The foregoing instrument was acknowledged before me this 6th day of December, 2015 by Gerard Roerty, Jr. (name of officer or agent, title of officer or agent) of SWEDISH MATCH USA, INC., a Delaware corporation, on behalf of the corporation.

Judith Hart Lancaster
Notary Public

Printed Name: Judith Hart Lancaster

My Commission Expires: 7/31/2018



[Signatures Continue]

AGREED TO AND ACCEPTED:

Effective as of 11:03 PM, Eastern Standard Time, December 31, 2015

SMCI HOLDING, INC.

By: _____

Name: Thomas Hayes
Title: VP, Business Control & CFO
Address for Notices:
1021 E. Cary Street, Suite 1600
Richmond, VA 23219

STATE OF VIRGINIA

CITY OF Richmond
COUNTY OF _____

The foregoing instrument was acknowledged before me this 31 day of December, 2015
by THOMAS HAYES (name of officer or agent, title of officer or
agent) of SMCI HOLDING, INC., a Delaware corporation, on behalf of the corporation.

Notary Public

Printed Name: Judith Hart Lancaster

My Commission Expires: 7/31/2018



Judith Hart Lancaster
Commonwealth of Virginia
Notary Public
Commission No. 7599079
My Commission Expires 7/31/2018

Exhibit A

Assigned Trademark Registrations and Applications

P.T.C. Brands, Inc.

TRADEMARK	COUNTRY	STATUS	SERIAL NO.	FILED	REG. NO.	REGISTERED
TIJUANA SMALLS	EQUATORIAL GUINEA	REGISTERED	59485	1/30/1970	9414	1/30/1970
TIJUANA SMALLS	BURKINA FASO	REGISTERED	59485	1/30/1970	9414	1/30/1970
TIJUANA SMALLS	BENIN	REGISTERED	59485	1/30/1970	9414	1/30/1970
TIJUANA SMALLS	CENTRAL AFRICAN REPUBLIC	REGISTERED	59485	1/30/1970	9414	1/30/1970
TIJUANA SMALLS	CONGO	REGISTERED	59485	1/30/1970	9414	1/30/1970
TIJUANA SMALLS	IVORY COAST	REGISTERED	59485	1/30/1970	9414	1/30/1970
TIJUANA SMALLS	CAMEROON	REGISTERED	59485	1/30/1970	9414	1/30/1970
WHITE OWL	MOROCCO	REGISTERED	16670	9/6/1961	16670	9/6/1961
TIJUANA SMALLS	GUINEA	REGISTERED	59485	1/30/1970	9414	1/30/1970
TIJUANA SMALLS	GUINEA-BISSAU	REGISTERED	59485	1/30/1970	9414	1/30/1970
TIJUANA SMALLS	MALI	REGISTERED	59485	1/30/1970	9414	1/30/1970
TIJUANA SMALLS	MAURITANIA	REGISTERED	59485	1/30/1970	9414	1/30/1970
TIJUANA SMALLS	NIGER	REGISTERED	59485	1/30/1970	9414	1/30/1970
TIJUANA SMALLS	SENEGAL	REGISTERED	59485	1/30/1970	9414	1/30/1970
TIJUANA SMALLS	CHAD	REGISTERED	59485	1/30/1970	9414	1/30/1970
TIJUANA SMALLS	TOGO	REGISTERED	59485	1/30/1970	9414	1/30/1970
TIJUANA SMALLS	VENEZUELA	REGISTERED	115770	2/18/1970	F064697	4/27/1971
TIPARILLO	MOROCCO	REGISTERED	16831	1/3/1962	16831	1/3/1962
TIJUANA SMALLS	GABON	REGISTERED	59485	1/30/1970	9414	1/30/1970
ROBT. BURNS (Block Letters)	MOROCCO	REGISTERED	16668	8/30/1961	16668	9/6/1961
WHITE OWL	VENEZUELA	REGISTERED	749982	9/3/1982	F118080	4/22/1986
WM PENN	MOROCCO	REGISTERED			16669	9/6/1961
WM PENN	PANAMA	REGISTERED	116883	8/31/2001	116883	9/12/2003

Pinkerton Tobacco Co. LP

TRADEMARK	COUNTRY	STATUS	SERIAL NO.	FILED	REG. NO.	REGISTERED
JACKPOT	UNITED STATES	REGISTERED	85/935,058	5 /17/2013	4,577,131	7 /29/2014
CITY LIMITS	UNITED STATES	ALLOWED	85/935,131	5 /17/2013		
TOBACCO TRAILS	UNITED STATES	ALLOWED	85/935,318	5 /17/2013		
FAST TRACK	UNITED STATES	ALLOWED	85/935,381	5 /17/2013		
Robt. Burns Protrait and Rectangle Design	UNITED STATES	REGISTERED	73/210,983	4 /10/1979	1,158,297	6 /23/1981
Robt. Burns Protrait and Garland Design	UNITED STATES	REGISTERED	73/210,984	4 /10/1979	1,158,298	6 /23/1981
Robt. Burns Design	UNITED STATES	REGISTERED	72/063,226	11/26/1958	682,770	8 /4 /1959
ROBT. BURNS and Design	CANADA	REGISTERED	230864	6 /14/1955	101888	11/10/1955
ROBT. BURNS	UNITED STATES	REGISTERED	72/063,225	11/26/1958	682,769	8 /4 /1959
ROBT. BURNS (Block Letters)	SWEDEN	REGISTERED	196103404	9 /11/1961	103326	7 /13/1962
ROBT. BURNS (Block Letters)	GREECE	REGISTERED			37959	8 /1 /1997
ROBT. BURNS (Block Letters)	UNITED KINGDOM	REGISTERED	825313	9 /14/1961	825313	9 /14/1961
ROBT. BURNS (Block Letters)	FRANCE	REGISTERED	75057	9 /6 /1961	1369612	9 /6 /1961
ROBT. BURNS (Block Letters)	EGYPT	REGISTERED	58114	10/26/1980	58114	10/26/1980
ROBT. BURNS (Block Letters)	AUSTRIA	REGISTERED	AM117067	5 /30/1967	61994	7 /1 /1968
ROBT. BOERNS (Word)	GERMANY	REGISTERED	T11995	5 /31/1967	854580	2 /7 /1969
WHITE OWL	MALTA	REGISTERED	14367	5 /10/1980	14367	6 /10/1980
CRYSTALS (Sylized)	UNITED STATES	REGISTERED	71/603,680	9 /18/1950	551,686	12/4 /1951
GRAN CORONA	UNITED STATES	REGISTERED	73/054,330	6 /6 /1975	1,043,719	7 /13/1976
GALLANTES	UNITED STATES	REGISTERED	72/270,750	5 /5 /1967	861,883	12/17/1968
FLAV-R-GARD	UNITED STATES	REGISTERED	72/370,701	9 /15/1970	912,388	6 /8 /1971
ENGLISH CORONAS	UNITED STATES	REGISTERED	73/748,197	8 /23/1988	1,631,056	1 /8 /1991
BRAVURA	UNITED STATES	REGISTERED	72/292,338	3 /4 /1968	854,524	8 /13/1968
ROBT. BURNS (Block Letters)	TURKEY	REGISTERED			102760	1 /11/1978
NIGHT OWL	UNITED STATES	ALLOWED	86/293,916	5 /28/2014		
TIPARILLO	GERMANY	REGISTERED	T11887	4 /14/1967	834133	6 /19/1967
TIPARILLO	NEW ZEALAND	REGISTERED	70134	1 /4 /1962	70134	10/8 /1962

TRADEMARK	COUNTRY	STATUS	SERIAL NO.	FILED	REG. NO.	REGISTERED
TIPARILLO	NORWAY	REGISTERED	75147	1/2/1962	59550	6/1/1962
WHITE OWL	NEW ZEALAND	REGISTERED	69464	9/7/1961	69464	9/7/1961
TIPARILLO	ITALY	REGISTERED	T02011C003655	12/28/1961	1473238	1/27/1966
TIPARILLO	ISRAEL	REGISTERED	25404	12/17/1965	25404	12/17/1965
TIPARILLO	HUNGARY	REGISTERED	M9301576	4/2/1993	138814	9/10/1996
TIPARILLO	UNITED KINGDOM	REGISTERED	829047	12/28/1961	829047	7/3/1961
TIPARILLO	FINLAND	REGISTERED	222462	7/16/1962	41378	9/6/1963
ROBT. BURNS (Block Letters)	NEW ZEALAND	REGISTERED	138870	9/14/1981	138870	9/14/1981
THE DARKER SIDE OF SMOOTH	UNITED STATES	REGISTERED	85717,935	8/31/2012	4,324,150	4/23/2013
TIPARILLO	PUERTO RICO	REGISTERED			24921	4/21/1983
TIPARILLO	COLOMBIA	REGISTERED	375401	2/12/1993	160833	4/26/1994
TIPARILLO	CHILE	REGISTERED	27484B	9/7/1965	759440	1/24/1986
TIPARILLO	CANADA	REGISTERED	266099	11/16/1961	126741	6/1/1962
TIPARILLO	BENELUX	REGISTERED	565754	12/1/1971	18179	12/1/1971
TIPARILLO	BRAZIL	REGISTERED	006016332	4/22/1966	006016332	12/10/1974
TIPARILLO	BOLIVIA	REGISTERED	1221	2/12/1993	65396	10/27/1994
TIPARILLO	AUSTRALIA	REGISTERED	171334	12/28/1961	171334	12/28/1961
TIPARILLO	AUSTRIA	REGISTERED	AM200967	9/21/1967	61136	2/5/1978
TIPARILLO	DENMARK	REGISTERED	VA196204161	12/28/1961	VR196201409	7/28/1962
WHITE OWL	ISRAEL	REGISTERED	25402	12/17/1965	25402	12/17/1965
WHITE OWL	HUNGARY	REGISTERED	9301574	4/2/1993	152363	6/15/1998
WHITE OWL	ECUADOR	REGISTERED	37114	2/12/1993	2973	5/20/1994
WHITE OWL	CZECH REPUBLIC	REGISTERED	7588493	3/29/1993	176287	5/12/1994
WHITE OWL	COLOMBIA	REGISTERED	375403	2/12/1993	160876	4/26/1994
WHITE OWL	BENELUX	REGISTERED	758893	1/25/1991	495564	1/25/1991
WHITE OWL	BRAZIL	REGISTERED	816647976	3/20/1992	816647976	9/21/1993
WHITE OWL	BOLIVIA	REGISTERED	1221	2/12/1993	65399	11/18/1994
WHITE OWL	AUSTRALIA	REGISTERED	A356016	1/30/1981	356016	1/30/1981
TIPARILLO	PANAMA	REGISTERED	6621	1/24/1962	8043	12/11/1963
TIPARILLO	PERU	REGISTERED	216170	2/15/1993	00246	6/16/1993

TRADEMARK	COUNTRY	STATUS	SERIAL NO.	FILED	REG. NO.	REGISTERED
TIPARILLO	SOUTH AFRICA	REGISTERED	R612330	12/27/1961	R612330	5/3/1962
TIPARILLO	UNITED STATES	REGISTERED	72/123,299	7/3/1961	730,298	4/24/1962
TIPARILLO	UKRAINE	REGISTERED	93051844	5/12/1993	7291	9/30/1996
TIPARILLO	SWEDEN	REGISTERED	196104726	12/22/1961	104552	12/7/1962
TIPARILLO	RUSSIA	REGISTERED	9302185850	6/1/1993	125599	3/2/1995
TIPARILLO	GERMANY	REGISTERED	G1114738WZ	12/23/1961	827791	12/23/1991
WHITE OWL	ARGENTINA	REGISTERED	1092989	8/23/1979	1940074	8/23/1979
WM PENN	PERU	REGISTERED	216173	2/15/1993	00249	6/16/1993
WM PENN	CANADA	REGISTERED	226154	8/4/1954	100449	4/7/1955
WM PENN	COLOMBIA	REGISTERED	375404	2/12/1993	160877	4/26/1994
TIUANA SMALLS	CANADA	REGISTERED	379629	10/10/1974	209789	10/3/1975
TIUANA SMALLS	BENELUX	REGISTERED	578447	12/23/1971	97690	12/23/1989
WM PENN	ECUADOR	REGISTERED	3711293	2/12/1993	2976	5/20/1994
WM PENN	SPAIN	REGISTERED	1928586	10/29/1994	1928586	6/5/1995
TIUANA SMALLS	AUSTRIA	REGISTERED	255027	1/10/1972	255027	1/10/1972
WM PENN	BOLIVIA	REGISTERED	1220	2/12/1993	65398	10/27/1994
TIPARILLO	ECUADOR	REGISTERED	37116	2/12/1993	2974	5/20/1994
WM PENN	RUSSIA	REGISTERED	9302186750	6/1/1993	125233	4/28/1995
WM PENN	UKRAINE	REGISTERED	93051840	5/12/1993	7288	9/30/1996
WM PENN	UNITED STATES	REGISTERED	72/063,220	11/26/1958	682,766	8/4/1959
WM PENN & Design	SWEDEN	REGISTERED	196103403	9/11/1961	103325	7/13/1962
WHITE OWL SILVER	UNITED STATES	REGISTERED	85/440,870	10/6/2011	4,273,131	1/8/2013
24K SMOKING EXPERIENCE	UNITED STATES	REGISTERED	85/713,893	8/27/2012	4,370,050	7/16/2013
WM PENN	HUNGARY	REGISTERED	M9301575	4/2/1993	142001	1/17/1997
TIUANA SMALLS	UNITED STATES	REGISTERED	72/333,919	7/30/1969	923,728	11/16/1971
TIUANA SMALLS	SOUTH AFRICA	REGISTERED	700377	1/28/1970	700377	7/5/1971
WHITE OWL	PANAMA	REGISTERED	562	4/29/1974	19210	11/12/1974
WINKS	ARGENTINA	REGISTERED	1937261	9/13/1994	2138441	5/31/1995
TIUANA SMALLS	TURKEY	REGISTERED	4267	1/27/1970	132409	1/27/1970
WHITE OWL	PERU	REGISTERED	216172	2/15/1993	00248	6/16/1993
WHITE OWL	POLAND	REGISTERED	Z119875	3/25/1993	96030	10/28/1997

TRADEMARK	COUNTRY	STATUS	SERIAL NO.	FILED	REG. NO.	REGISTERED
WHITE OWL	RUSSIA	REGISTERED	9302185550	6/1/1993	124537	3/15/1995
TIJUANA SMALLS	RUSSIA	REGISTERED	142592	9/12/1991	106652	7/24/1992
TIJUANA SMALLS	PERU	REGISTERED	N/A	2/27/1970	57953	7/17/1970
WHITE OWL	SLOVAK REPUBLIC	REGISTERED	POZ34393	3/29/1993	174384	5/2/1995
WHITE OWL	UKRAINE	REGISTERED	93051836	5/12/1993	7230	9/30/1996
WHITE OWL	UNITED STATES	REGISTERED	72/063,222	11/26/1958	683,560	8/18/1959
WHITE OWL and Design	AUSTRALIA	REGISTERED	356018	1/30/1981	356018	1/30/1981
WHITE OWL CORONA MILD and Design	SWITZERLAND	REGISTERED	N/A	3/28/1983	P326635	3/28/1983
TIJUANA SMALLS	ISRAEL	REGISTERED	31495	1/23/1970	31495	1/23/1970
TIJUANA SMALLS	JAMAICA	REGISTERED	34719	4/1/1970	13965	4/1/1970
TIJUANA SMALLS	FINLAND	REGISTERED	28870	6/22/1970	59744	8/28/1972
TIJUANA SMALLS	GERMANY	REGISTERED	G19433	1/24/1970	885724	9/22/1971
WHITE OWL WINKS	NEW ZEALAND	REGISTERED	134742	10/24/1980	134742	10/25/1983

Swedish Match North America, Inc.

TRADEMARK	COUNTRY	STATUS	SERIAL NO.	FILE	REGNO	REGISTERED
FOIL FRESH	UNITED STATES	REGISTERED	77/934,929	2/12/2010	3,912,520	1/25/2011
FOIL FRESH	UNITED STATES	REGISTERED	85/711,252	8/23/2012	4,434,814	11/19/2013