OP \$65.00 87009204

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM399988

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SAFFIRE VAPOR, INC.		09/22/2016	Corporation: TENNESSEE

RECEIVING PARTY DATA

Name:	SAFFIRE VAPOR HOLDINGS, LLC	
Street Address:	475 METROPLEX DRIVE	
City:	NASHVILLE	
State/Country:	TENNESSEE	
Postal Code:	37211	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	87009204	ATMOSPHERE
Serial Number:	87009217	FULL STEAM

CORRESPONDENCE DATA

Fax Number: 8446706009

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: 734-623-1698

Email: jblattner@dickinsonwright.com

Correspondent Name: JOHN C. BLATTNER
Address Line 1: 350 S. MAIN STREET

Address Line 2: SUITE 300

Address Line 4: ANN ARBOR, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	56125-29
NAME OF SUBMITTER:	JOHN C. BLATTNER
SIGNATURE:	/JOHN C. BLATTNER/
DATE SIGNED:	09/28/2016

Total Attachments: 2

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TRADEMARK REEL: 005885 FRAME: 0778

TRADEMARK ASSIGNMENT

WHEREAS, SAFFIRE VAPOR, INC., a Tennessee corporation ("Assignor") has adopted and used the trademarks listed below (the "Marks") and is the owner of the indicated applications to register the Marks (the "Applications"):

Mark	Country	App. Ser. No.
ATMOSPHERE	U.S.	87009204
FULL STEAM	U.S.	87009217

and

WHEREAS, SAFFIRE VAPOR HOLDINGS, LLC, a Delaware limited liability company ("Assignee"), desires to acquire all of Assignor's right, title, and interest in and to the Marks and the Applications, as well as all associated goodwill as successor to the business of Assignor to which the Marks relate;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by each party, Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Marks and the Applications, together with the goodwill of the business symbolized by the Marks.

AND the parties agree that from and after the execution and delivery of this Assignment, the Assignor shall have no obligations whatsoever in respect of the Marks (including, without limitation, no obligation to make or maintain any registrations in respect of same).

AND notwithstanding anything contained herein to the contrary, this Assignment shall not constitute an agreement to assign or transfer any Marks to the extent that such Marks are not assignable or transferrable under applicable agreement or at law.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
REEL: 005885 FRAME: 0779

Executed on $\underline{5\phi}$, $\underline{32}$, 2016.

President Saffire Vapor, Inc.

ANNARBOR 56125-2 182261v2

TRADEMARK REEL: 005885 FRAME: 0780

RECORDED: 09/28/2016