

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sidney H Taylor II	11/20/2011
RECEIVING PARTY DATA	
Name:	Cigar Ink., LLC
Street Address:	1330 NE Jensen Beach Boulevard
City:	Jensen Beach
State/Country:	FLORIDA
Postal Code:	34957
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6172328
Patent Number:	6180914
CORRESPONDENCE DATA	
Fax Number:	(772)232-8149
Email:	mike@cigarink.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Mike Lopushinsky
Address Line 1:	1330 NE Jensen Beach Boulevard
Address Line 4:	Jensen Beach, FLORIDA 34957
NAME OF SUBMITTER:	Michael T. Lopushinsky
Total Attachments: 6 source=CigarInk Contract#page1.tif source=CigarInk Contract#page2.tif source=CigarInk Contract#page3.tif source=CigarInk Contract#page4.tif source=CigarInk Contract#page5.tif source=CigarInk Contract#page6.tif	

OP \$80.00 6172328

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PATENT
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT made this 20th day of November, 2011 (the "Agreement"), by and between SIDNEY H. TAYLOR, II and S.H. TAYLOR ACQUISITIONS, INC., a Florida corporation with a principal place of business located at 818 Oak Tree Terrace, Deland, FL (individually and collectively "Seller"), and CIGAR INK., LLC, a Florida limited liability company with a principal place of business located at 3769 NE Linda Drive, Jensen Beach, FL ("Buyer"). Hereinafter, Seller and Buyer shall be referred to collectively as the "Parties" and individually as the "Party".

WITNESSETH:

WHEREAS, Seller owns certain tangible and intangible property used in a business that designs, laser-engraves, markets and sells tobacco products and promotional goods (the "Business");

WHEREAS, Seller wishes to sell, and Buyer wishes to purchase, certain tangible and intangible property as specifically described herein, upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, SIDNEY H. TAYLOR, II and S.H. TAYLOR ACQUISITIONS, INC., a Florida corporation, (hereinafter referred to as "Seller"), and CIGAR INK., LLC, a Florida limited liability company with a principal place of business located at 3769 NE Linda Drive, Jensen Beach, FL, (hereinafter referred to as "Buyer"), in consideration of \$10.00, the Seller shall sell and Buyer shall buy the following Acquired Assets upon the terms and conditions set forth herein.

ARTICLE 1: TERMS OF THE TRANSACTION

1.01. Whereas Clauses. The Whereas Clauses stated above are hereby incorporated by reference and made an integral part of this Agreement.

1.02. Acquired Assets. Acquired Assets are defined as all rights, properties and assets of Seller specifically described in Exhibit A.

1.03. Excluded Assets. All rights, properties and assets of Seller that are not specifically described in Exhibit A.

1.04. Purchase Price. The total sum to be paid by Buyer to Seller in exchange for the Acquired Assets is _____ (Price").

1.05. Time and Place of Closing. Subject to the terms and conditions of this Agreement, closing shall be held on November 20, 2011 at 818 Oak Tree Terrace., DeLand, Florida at 1:00 p.m., or at such other time and/or location as may be mutually agreed by the Parties (the "Closing").

1.06. Deliveries by Seller at the Closing. At the Closing, Seller shall deliver or cause to be delivered to Buyer:

(a) Bill of Sale for the Acquired Assets, signed by Seller and in the same form as that set forth in Exhibit B;

(b) and an Assignment granting Buyer the right to use United States Patent 6,180,914 and United States Patent 6,172,328 (collectively the "Patents"), signed by Seller and in the same form as that set forth in Exhibit F ("Assignment of Patents and Inventions"); and submit it with USPTO electronically

(c) The representation signed by Sellers as set forth in Exhibit G.
(collectively, the "Seller's Transaction Documents")

1.07. Deliveries by Buyer at the Closing. At the Closing, Buyer shall deliver or cause to be delivered to Seller:

(a) the Closing Payment;

(b) The representation signed by Buyer and Michael Lopushinsky as set forth in Exhibit I.

ARTICLE 2: REPRESENTATION

2.01. Receivables and Expenses. Accounts receivable and expenses accruing before closing shall belong to Seller. Accounts receivable and expenses accruing after closing shall belong to Buyer.

2.02. Absence of Broker. Each party represents to the other that no broker or finder has acted for the any party in connection with the transactions contemplated by this Agreement and no broker or finder is entitled to any broker's or finder's fee or other commissions.

ARTICLE 3: MISCELLANEOUS

2.03. Assignments. This Agreement may not be assigned without the prior written consent of the other party. This Agreement and the other Transaction Documents shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

2.04. Amendment. This Agreement and the other Transaction Documents may be amended only by a written agreement of the Parties.

2.05. Governing Law. This Agreement and the other Transaction Documents shall be governed by and enforced in accordance with the internal laws of the State of Florida, without reference to conflict of law principles.

2.06. Notices. Any notices or other communications required or permitted hereunder or under any other Transaction Document shall be sufficiently given if sent by registered or certified mail, postage prepaid, by facsimile or other electronic transfer with proof of receipt, or

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by a recognized overnight delivery service with proof of receipt, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing by one party to the other by notice given pursuant to this Section:

To Buyer:

Sidney Taylor
818 Oak Tree Terrace
DeLand, FL 32724

To Seller:

2.07. Entire Agreement. This Agreement and the other Transaction Documents, including the Schedules and Exhibits hereto and thereto, contain the entire Agreement between the Parties hereto with respect to the subject matter hereof; all representations, promises and prior or contemporaneous understandings between the Parties with respect to the subject matter hereof are merged into and expressed in this instrument; and any and all prior agreements between the Parties with respect to the subject matter hereof, are hereby terminated and cancelled.

2.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement as of the day and year first above written.

S.H. TAYLOR ACQUISITIONS, INC.

By: 

SIDNEY H. TAYLOR, II, Pres.

SIDNEY H. TAYLOR, II

CIGAR INK., LLC

By: 

MICHAEL LOPUSHINSKY, ITS MANAGER

EXHIBIT A
ACQUIRED ASSETS

Humidor	bally	5
Humidor	c-15	41
Humidor	hum-25	40
Humidor	Chateau	60
Humidor	vg-120	2
Humidor	c-15 blem	17
Tubes	glass tubes	297
Matches	match boxes	500
Maches	match book	2000
Boxes	VG-103	13
Humidor	Artisan	3
Humidor	professional	1
Humidor	c-15 blk	2
Humidor	c-15 blue	1
Humidor	tr-20	2
Ash Tray	blk marble ash	2
Humidor	travel hum	1
Humidor	vg-102	3
Tubes	acrylic tube	100
Humidor	golf bag humi	12
Laser	ULS-M24 Laser	1
Laser acc	Laser Vacuum	1
Cigars	Cigars	100
Laser acc	open cigar tray	1
Laser acc	closed cigar tray	1
Laser acc	leaf templates	6
Patent	Patent 6180914	1
Patent	Patent 6172328	1
Computer	Used Emachine CPU	1
Software	Copy of Corel X3	1

Goodwill

Signature Stogies Customer files
 Website Domain – Signaturesstogies.com
 Signature Stogies Photos
 Signature Stogies Process
 Signature Stogies Marketing materials
 Signature Stogies Designs
 Signature Stogies Vendors
 Signature Stogies Prospects
 Signature stogies Research
 Training

EXHIBIT B
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that SIDNEY H. TAYLOR, II and S.H. TAYLOR ACQUISITIONS, INC., a Florida corporation with a principal place of business located at 818 Oak Tree Terrace, Deland, FL (collectively "Seller"), for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00 USD) and other valuable consideration to Seller paid by CIGAR INK., LLC, a Florida limited liability company with a principal place of business located at 3769 NE Linda Drive, Jensen Beach, FL ("Buyer"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto Buyer, and its assigns, the following goods and chattels:

The tangible and intangible personal property described in Exhibit A attached hereto.

TO HAVE AND TO HOLD the same unto Buyer, and its assigns forever. The Seller does, jointly and severally, for Seller, Seller's successors, heirs, executors, administrators and assigns, warrant and guaranty that Seller is the lawful owner of the said goods and chattels; that they are free from all encumbrances, that Seller has good right to sell the same aforesaid, and that Seller will warrant and defend the sale of the said property, goods and chattels hereby made, unto Buyer, its successors and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20 day of November, 2011.

S.H. TAYLOR ACQUISITIONS, INC.

By: _____

Name: _____

Title: _____

SIDNEY H. TAYLOR, II

By: _____

EXHIBIT F
ASSIGNMENT OF PATENTS AND INVENTIONS

In consideration of the payment of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, by Assignee, CIGAR INK., LLC, a Florida limited liability company with a principal place of business located at 3769 NE Linda Drive, Jensen Beach, FL (the "Assignee") SIDNEY H. TAYLOR, II whose full post office address is 818 Oak Tree Terrace., Deland FL 32724 (the "Assignor") forever sells, assigns and transfers to Assignee, its successors and assigns, all right, title and interest of the Assignor, all matters and methods which are found in United States Patent: 6,180,914, and United States Patent: 6,172,328; (collectively the "Patents"). Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment. Assignor shall maintain the confidentiality of the following items: all processes described in the Patents; all processes used by Assignor.:

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20th day of November, 2011.



SIDNEY H. TAYLOR, II