

08-07-1998

WBAM Ref. No.: HK87675-01

MRP 7-31-98

FORM TQ-1594  
(Rev. 6-93)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents...

100787719

Attached original documents or copy thereof.

1. Name of conveying party(ies)

NATIONAL WESTMINSTER BANK PLC

- Individual(s)
  - General Partnership
  - Corporation-State
  - Association
  - Limited Partnership
  - Other (Financial Institution)
- Additional name(s) of conveying party(ies) attached?  
 Yes  No

2. Name and address of receiving party(ies)

Name: HAVATAMPA INCORPORATED  
 Internal Address:  
 Street Address: 2601 Tampa East Boulevard  
 Suite H  
 City: Tampa State: FL Zip: 33619

- Individual(s) citizenship
  - Association
  - General Partnership
  - Limited Partnership
  - Corporation-State (Florida)
  - Other
- If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No
- (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other: Release of Security Interest

Execution Date: January 15, 1998

4. Application number(s) or registration number(s):

- A. Trademark Application No.(s)
  - B. Trademark Registration No.(s) 501,104; 501,532; 683,559; 1,108,877; 1,179,455; 1,174,479; 1,174,480; 1,233,862
- Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Paul Dennis Connuck, Esq.  
 Internal Address: Whitman Breed Abbott & Morgan LLP  
 Street Address: 200 Park Avenue  
 City: New York State: N.Y. Zip: 10166

6. Total number of applications and registrations involved: 8

7. Total fee (\$7 CFR 3.43) \$ 215.00  
 Enclosed  
 Authorized to be charged to deposit account #50-0297

8. Deposit account number: 50-0297  
(Attach duplicate copy of this page if paying by deposit account)

Do not use this space

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

*Galina H. Krasilovskiy*  
Name of Person Signing

*Galina Krasilovskiy*  
Signature

7/29/98  
Date

Total number of pages including cover sheet, attachments, and document: 4

08/06/1998 TTON11 00000249 501104

Do not detach this portion

01 FC:481  
02 FC:482

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
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Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

FMS\RFCST.PTC

REEL: 1765 FRAME: 0216

## Security Agreement

### Amended ANNEX D

#### Amended Schedule of Trademarks

<u>Trademark Name</u>	<u>Registration Number</u>	<u>Type of Trademark (US Class)</u>	<u>Date Registered</u>
Open Book	438,344	17	April 13, 1948
Polar	438,345	17	April 13, 1948
Honest	438,346	17	April 13, 1948
Blue Rings	439,796	17	April 20, 1948
Brotherhood	439,799	17	July 20, 1948
Just Suits	501,103	17	July 20, 1948
Ripple	501,105	17	July 20, 1948
Bagpipe	501,241	17	July 27, 1948
Green Turtle	501,533	17	August 10, 1948
Buz	501,688	17	August 17, 1948
L&M	582,520	17	November 17, 1953
Brandy & Burley	828,688	17	May 9, 1957
Beech-Nut	896,764	17	August 18, 1970
Big Red	911,726	17	May 25, 1971
Gold Rush	1,132,835	17	April 8, 1980
Beech-Nut	1,208,850	17	September 14, 1982
Big Red Chewing Tobacco	1,243,062	17	June 21, 1983
Miscellaneous Design	1,273,038	17	April 3, 1984
Havana Blossom Fresher & Tastier	1,358,381	17	September 3, 1985
Trophy The Sportsman's Chew	1,879,989	17	February 21, 1995
Always Fresh Always Moist Moisturegard Pouch	2,829,554	17	April 5, 1994
Mechanic's Delight	516,727	17	October 25, 1949
Havana Blossom	890,791	17	May 12, 1970
Common Sense	441,986	17	February 1, 1949
Great Smokies	895,882	17	August 4, 1970
Durangos	923,094	17	November 2, 1971
Gold Rush	1,268,143	17	February 21, 1984
Always Fresh Always Moist Moisturegard Pouch	[ ]	2, 37	[ ]
Trophy The Sportsman's Chew	[ ]	17	[ ]
Durango	[ ]	17	[ ]
"Canadian Express"	1,837,264	17	May 17, 1994
Buz Cigarettes Industrial Strength Flavoring	[ ]	2, 8, 9, 17	[ ]
Buz	[ ]	2, 8, 9, 17	[ ]

RELEASE

RELEASE, dated as of January 16, 1998, effective retroactively as of June 25, 1997 ("Release"), among NORTH ATLANTIC TRADING COMPANY, INC., NATIONAL TOBACCO COMPANY, L.P., NORTH ATLANTIC OPERATING COMPANY, INC., NATIONAL TOBACCO FINANCE CORPORATION, and NATIONAL WESTMINSTER BANK PLC, in its individual capacity and as Collateral Agent for the Secured Creditors. Capitalized terms used herein shall have the meanings specified herein or, if not defined herein, the meanings specified in the Security Agreement.

W I T N E S S E T H

WHEREAS, North Atlantic Trading Acquisition Company, Inc. (now known as North Atlantic Trading Company, Inc.) National Tobacco Company, L.P., North Atlantic Operating Company, and National Tobacco Finance Corporation, as Assignors (collectively "Assignors"), and National Westminster Bank PLC, as Collateral Agent for the Secured Creditors and Assignee ("Assignee"), have entered into a Security Agreement, dated as of June 25, 1997 ("Security Agreement"), providing for the grant of security interests in various assets:

WHEREAS, such assets included various trademarks, as set forth in the Schedule of Trademarks attached as Annex D to the Security Agreement ("Annex D");

WHEREAS, Assignors recently discovered that Annex D inadvertently included certain trademarks which were not owned by any of Assignors, but apparently had been disposed of by a predecessor in interest to one of Assignors;

WHEREAS, Assignors and Assignee desire to correct this inadvertent error;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained as well as in the Security Agreement, the parties hereto agree as follows:

*ymk*  
The Schedule of Trademarks attached as Annex D to the Security Agreement is hereby amended to delete the following trademarks: ~~JUST SUITS~~, Reg. No. 501,104; BETWEEN THE ACTS, Reg. No. 501,532; MADISON, Reg. No. 683,559; BETWEEN THE ACTS, Reg. No. 1,108,877; BETWEEN THE ACTS, Reg. No. 1,179,455; OMEGA, Reg. No. 1,174,479; ERIK, Reg. No. 1,174,480; MADISON LITTLE CIGARS EXTRA MILD, Reg. No. 1,233,862 (collectively "Deleted Marks"). A copy of a Revised Schedule of Trademarks reflecting this amendment is attached hereto, as Amended Annex D.

Assignee confirms that Assignors did not violate the Security Agreement by the inadvertent inclusion of the Deleted Marks in the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed and delivered by their duly authorized officers as of the date first above written.

NORTH ATLANTIC TRADING COMPANY, INC.  
(formerly known as NORTH ATLANTIC  
TRADING ACQUISITION COMPANY, INC.),  
as Assignor

By David Brunson  
Name: David Brunson  
Title: Chief Financial Officer

NATIONAL TOBACCO COMPANY, L.P.,  
as Assignor

BY: NATIONAL TOBACCO FINANCE  
CORPORATION, as its General Partner

By David Brunson  
Name: David Brunson  
Title: Chief Financial Officer

NORTH ATLANTIC OPERATING COMPANY, INC.,  
as Assignor

By David Brunson  
Name: David Brunson  
Title: Chief Financial Officer

NATIONAL TOBACCO FINANCE CORPORATION,  
as Assignor

By David Brunson  
Name: David Brunson  
Title: Chief Financial Officer

NATIONAL WESTMINSTER BANK PLC,  
as Collateral Agent, as Assignee

By Andrew S. Weinberg  
Name: ~~Ronan Agnew~~  
Title: ~~Vice President~~

**ANDREW S. WEINBERG  
SENIOR VICE PRESIDENT**