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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year
- Change of Name
- Other RELEASE AND REASSIGNMENT

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name BANK BOSTON, N.A.

Formerly THE FIRST NATIONAL BANK OF BOSTON

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name CONSOLIDATED CIGAR CORPORATION

DBA/AKA/TA

Composed of

Address (line 1) 5900 North Andrews Avenue

Address (line 2)

Address (line 3) Fort Lauderdale Florida U.S.A. 33309

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization DELAWARE

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

JUN 11 1999 09:00 AM

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name GRIMES & BATTERSBY

Address (line 1) THREE LANDMARK SQUARE

Address (line 2) P.O. BOX 1311

Address (line 3) STAMFORD, CONNECTICUT 06904

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (203) 324-2828

Name GRIMES & BATTERSBY

Address (line 1) THREE LANDMARK SQUARE

Address (line 2) P.O. BOX 1311

Address (line 3) STAMFORD, CONNECTICUT 06904

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 57

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1,435,633

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 072162

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

MELISSA T. ROSSE

Melissa T. Rosse

3/5/99

Name of Person Signing

Signature

Date Signed

TERMINATION, RELEASE AND REASSIGNMENT OF
SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (the "Release") dated as of ~~December~~^{January} 26, 1990 is by and between BANKBOSTON, N.A. ("BB") (formerly known as The First National Bank of Boston) ("FNBB"), a national banking association with its head office at 100 Federal Street, Boston, Massachusetts 02110, and Consolidated Cigar Corporation ("CCC"), a Delaware corporation with its principal place of business at 5900 North Andrews Avenue, Fort Lauderdale, Florida 33309.

WHEREAS, CCC and FNBB entered into a Trademark Collateral Assignment and Security Agreement dated as of November 2, 1988 (the "Security Agreement") whereby CCC granted FNBB a security interest in certain existing trademarks and certain trademarks to be acquired by CCC ("the Trademarks"), as evidenced in the Security Agreement attached as Exhibit A hereto, including the trademark "MONTE CRISTO" (Registration No. 1,435,633, registered on April 7, 1987);

WHEREAS, the Security Agreement was filed and recorded with the United States Patent and Trademark Office on November 9, 1988 at Trademark Reel 0638, Frame 0564;

WHEREAS, BB is the successor-in-interest to FNBB;

WHEREAS, BB, as successor-in-interest to FNBB, has agreed to release its security interest in the Trademarks, including the trademark "MONTE CRISTO";

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BB and CCC hereby agree as follows:

1. Release and Assignment. BB hereby releases its security interest in and assigns and transfers to CCC, without recourse, all of its right, title and interest in and to the Trademarks, including the trademark "MONTE CRISTO." All such rights and interests of BB as of the date hereof, shall hereby revert to CCC.

2. Acknowledgement and Acceptance. CCC hereby acknowledges and accepts the foregoing release and assignment by BB.

3. Counterparts. This Release may be executed in any number of counterparts, which shall together constitute but one and the same agreement.

IN WITNESS WHEREOF, BB and CCC by their duly authorized officers, have executed this Release, to take effect as of the date first set forth above.

BANKBOSTON, N.A.

By: John K. Wood
Title: Managing Dir.

CONSOLIDATED CIGAR
CORPORATION

By: John E. Elin
Title: Sen. Vice President

State of Georgia

~~Commonwealth of Massachusetts)~~

County of ~~Suffolk~~ Fulton) ss.

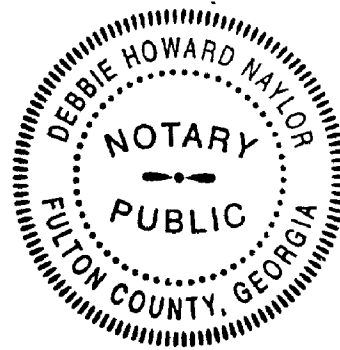
Personally appeared before me, the undersigned, a notary Public in and for said County, John K. Hurd, personally known to me, who, being by me first duly sworn, declared that she (he) is the Managing Dir. of BankBoston, N.A. ("BB"), that being duly authorized she (he) did sign and seal said instrument as such officer of and on behalf of BB, and that the same is such bank's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26 day of January, 1999.

Debbie Howard Naylor
Notary Public

My commission expires: _____

**Notary Public, Fulton County,
Georgia. My Commission Expires
May 7, 1999.**



State of Florida)
) ss.
County of Broward)

Personally appeared before me, the undersigned, a notary Public in and for said County, Gary Ellis, personally known to me, who, being by me first duly sworn, declared that she (he) is the Sr. V.P. of Consolidated Cigar Corporation ("Consolidated"), that being duly authorized she (he) did sign and seal said instrument as such officer of and on behalf of Consolidated, and that the same is such bank's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8 day of February 1999.



ROBIN LANE JACOBY
My Comm Exp 7/21/00
Dunedin, FL Service Inc
No. 00571066
www.flnotary.com (Other F.D.)

Robin Lane Jacoby
Notary Public

My commission expires: 7-21-00

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT dated as of November 2, 1988 by and between CONSOLIDATED CIGAR CORPORATION, a Delaware corporation with its principal place of business at 400 Plaza Drive, Secaucus, New Jersey 07094 (the "Borrower"), and THE FIRST NATIONAL BANK OF BOSTON, a national banking association with its principal place of business at 100 Federal Street, Boston, Massachusetts 02110 ("FNBB"), as agent (the "Agent") for FNBB and such other lenders as are or may become parties (FNBB and such other lenders referred to collectively as the "Banks", and individually as a "Bank") to the Revolving Credit Agreement dated as of the date hereof by and among TRIPLE C ACQUISITION CORP., a Delaware corporation with its principal place of business at c/o Vestar Capital Partners, Inc., Two Grand Central Tower, 140 East 45th Street, 35th Floor, New York, New York 10017 ("Triple C"), the Borrower, 936 NEWCO, INC., a Delaware corporation with its principal place of business at Avenida Antonio R. Barcelo, Road #14, Kilometer #72, Hectometer #2, Cayey, Puerto Rico ("Newco PR"), the Agent, and the Banks (as such Agreement may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

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RECITALS

A. Triple C, the Borrower, Newco PR, the Agent and the Banks have entered into the Credit Agreement, pursuant to which the Banks, contemporaneously with the execution and delivery of this Agreement, are making Loans (as defined in the Credit Agreement), and may hereafter make additional Loans, to the Borrower and Newco PR for the purpose (among others) of financing the acquisition by Triple C of all of the issued and outstanding capital stock of the Borrower.

B. Contemporaneously with the execution and delivery hereof, the Borrower and the Agent have executed and delivered a Security and Pledge Agreement dated as of the date hereof (as such Agreement may be amended, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Borrower has unconditionally granted to the Agent, for the benefit of the Banks, to secure the payment and performance of the Obligations (as defined in the Credit Agreement), a continuing security interest in and first priority lien on all of the Borrower's properties, assets and rights of every kind and nature, wherever located, whether now owned or hereafter acquired or arising, and all accessions to, substitutions for and all replacements, proceeds and products of the foregoing (collectively, the "Collateral").

C. The Borrower owns and/or uses in its business, and will in the future adopt, own and/or so use various intangible assets, including but not limited to the Trademark Collateral (as hereinafter defined).

D. The Agent, for the benefit of the Banks, desires to be a secured creditor with respect to the Trademark Collateral, and the Borrower agrees to create in the Agent a secured and protected interest in the Trademark Collateral.

E. Pursuant to the Security Agreement, the Agent, for the benefit of the Banks, is granted a lien on and security interest in, among other assets, the Related Assets (as defined hereinafter) relating to the products and services sold under or in connection with the Trademarks (as defined hereinafter), such that upon the occurrence and during the continuation of an Event of Default (as defined in the Credit Agreement), the Agent would be able to come into possession of and operate the Borrower's business and to use the Trademark Collateral in conjunction with the continued operation of the business, maintaining substantially the same product and service specifications and quality as maintained by the Borrower, and to benefit from the Associated Goodwill (as defined hereinafter).

F. Upon the occurrence of and during the continuance of an Event of Default, and to permit the Agent to continue operating the Borrower's business without interruption and to use the Trademark Collateral in conjunction therewith, the Borrower is willing to appoint the Agent as the Borrower's attorney to execute, on behalf of the Borrower, an assignment or assignments of the Borrower's entire right, title and interest in and to the Trademark Collateral.

G. The Borrower has agreed in the Credit Agreement to grant the security interest and make the conditional assignment contemplated by this Agreement, and it is a condition precedent to the Banks' making of Loans to the Borrower under the Credit Agreement that the Borrower execute and deliver to the Agent a Trademark Collateral Assignment and Security Agreement in substantially the form hereof.

NOW, THEREFORE, in order to induce the Banks to execute and deliver the Credit Agreement and to make Loans thereunder, and in consideration of the benefits expected to accrue to the Borrower by reason thereof, and for other good and valuable consideration the receipt and sufficiency of

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which are hereby acknowledged, the Borrower hereby represents and warrants to, and covenants and agrees with, the Agent, for the benefit of the Banks, as follows:

1. DEFINITIONS.

1.1. All capitalized terms used herein without definition shall have the respective meanings provided therefor in the Credit Agreement. The following terms shall have the meanings assigned to them as follows:

1.2. "Agreement" shall mean this Trademark Collateral Assignment and Security Agreement, as it may be amended, supplemented or otherwise modified from time to time.

1.3. "Trademarks" shall mean all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and/or other source and/or product or service identifiers, used or associated with or appurtenant to the products, services and business of the Borrower, which (i) are set forth on Schedules A and C attached hereto, or (ii) have been adopted, acquired, owned, held or used by the Borrower and are now owned, held or used by the Borrower, in the Borrower's business, or with the Borrower's products and services, or in which the Borrower has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and/or used by the Borrower in the Borrower's business or with the Borrower's products and services, or in which the Borrower in the future acquires any right, title or interest. "Owned Trademarks" shall mean all Trademarks in or to which the Borrower has or shall in the future have title or an ownership interest, including but not limited to those set forth on Schedule A hereto. "Licensed Trademarks" shall mean all Trademarks other than Owned Trademarks, including but not limited to those set forth on Schedule C hereto.

1.4. "Trademark Registrations" shall mean all past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations of the Trademarks (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Borrower or the Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and/or renew and extend such registrations.

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1.5. "Trademark License Rights" shall mean any and all past, present or future rights and interests of the Borrower pursuant to any and all past, present and future licensing agreements in favor of the Borrower, or to which the Borrower is a party, pertaining to any Trademarks (whether Owned Trademarks or Licensed Trademarks), Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right in the name of the Borrower or the Agent to enforce, and sue and recover for, any breach or violation of any such agreement. Such agreements shall include but not be limited to those set forth on Schedule B (with respect to Owned Trademarks) and Schedule C (with respect to Licensed Trademarks) hereto.

1.6. "Trademark Rights" shall mean any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Borrower or the Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill (as defined below), and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

1.7. "Associated Goodwill" shall mean all goodwill of the Borrower or its business, products and services appurtenant to, associated with or symbolized by the Trademarks and/or the use thereof.

1.8. "Related Assets" shall mean all assets, rights and interests of the Borrower which uniquely reflect or embody the Associated Goodwill, including but not limited to the following: all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising

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materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and the following documents and things in the possession or under the control of the Borrower, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Borrower, or any affiliate, licensee or contractor, of products or services sold by or under the authority of the Borrower in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) All lists, contracts, ancillary documents and other information which identify, describe or provide information with respect to any customers, dealers or distributors of the Borrower, its affiliates or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including but not limited to all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements, product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iv) all agreements and documents constituting or concerning the present or future current or proposed advertising and promotion by the Borrower (or any of its affiliates, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

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1.9. "Trademark Collateral" shall mean all of the Borrower's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

1.10. "use" of any Trademark shall include all uses of such Trademark by, for or in connection with the Borrower or its business or for the direct or indirect benefit of the Borrower or its business, including but not limited to all such uses by the Borrower itself, by any of the affiliates of the Borrower, or by any licensee or contractor of the Borrower.

1.11. Unless otherwise defined herein or in the Credit Agreement, terms used in Article 9 of the Uniform Commercial Code of the Commonwealth of Massachusetts are used herein as therein defined.

2. GRANT OF SECURITY; COLLATERAL ASSIGNMENT.

2.1. As collateral security for the complete and timely payment, performance and satisfaction of all Obligations, the Borrower hereby unconditionally grants to the Agent, for the benefit of the Banks, a continuing security interest in and first priority lien on the Trademark Collateral, and pledges and mortgages (but does not transfer title to) the Trademark Collateral to the Agent, for the benefit of the Banks.

2.2. (a) In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Trademark Collateral provided in Section 2.1, the Borrower hereby grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Banks, its entire right, title and interest in and to the Trademark Collateral; provided, however, that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default under the Credit Agreement and (ii) either (A) upon the written demand of the Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Agent) upon an Event of Default specified in §10(g) of the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and Article 9 of the Uniform Commercial Code (including the transfer or other disposition of the Collateral by the Borrower to the Agent in lieu of foreclosure).

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(b) The Borrower acknowledges and agrees that, upon the effectiveness of such grant, assignment, transfer and conveyance, the Agent, for the benefit of the Banks, shall have the cumulative rights in and to the Trademark Collateral as are provided in this Agreement and in the Security Agreement, and shall have the rights in and to the Collateral (other than the Trademark Collateral) as are provided in the Security Agreement.

(c) The parties acknowledge and agree that, contemporaneously with the execution and delivery of this Agreement, they are executing and delivering the Security Agreement pursuant to which the Borrower unconditionally grants to the Agent, for the benefit of the Banks, a continuing security interest in and first priority lien on the Collateral (including the Trademark Collateral). Such Security Agreement, and all rights and interests of the Agent in and to the Collateral (including the Trademark Collateral) thereunder, are hereby ratified, confirmed, adopted and approved. In no event shall this Agreement, the grant, assignment, transfer and conveyance of the Trademark Collateral hereunder, or the recordation of this Agreement (or any document hereunder) with the United States Patent and Trademark Office (the "PTO"), adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Agent in the Collateral (including the Trademark Collateral) pursuant to the Security Agreement and/or this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of the Agent in and to the Collateral under or in connection with the Security Agreement, this Agreement and/or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Trademark Collateral (and any and all obligations of the Borrower with respect to the Trademark Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of the Borrower) in, to or with respect to the Collateral (including the Trademark Collateral) provided in or arising under or in connection with the Security Agreement.

2.3. Upon the effectiveness of the grant, assignment, transfer and conveyance provided in Section 2.2, the Agent shall own the entire right, title and interest in and to the Trademark Collateral, free and clear of any lien, charge, encumbrance or claim of the Borrower or any other party. Upon such effectiveness, in addition to all other rights and remedies of the Agent, whether under law, the Credit Agreement, the Security Agreement, or otherwise (all such

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rights and remedies being cumulative, not exclusive, and enforceable alternatively, successively or concurrently, without notice to or consent by the Borrower except as expressly provided otherwise herein), the Agent's rights and remedies with respect to the Trademark Collateral, for the benefit of the Banks, shall include but not be limited to the following, without payment of royalty or compensation of any kind to the Borrower except as expressly provided otherwise herein:

(a) The Agent may exercise, in respect of the Trademark Collateral, all the rights and remedies of a secured party on default under the Uniform Commercial Code (whether or not such Code applies to the affected Trademark Collateral).

(b) The Agent may operate the business of the Borrower using the Trademark Collateral.

(c) The Agent may, to the same extent that the Borrower has the right to do so immediately prior to the effectiveness of the grant, assignment, transfer and conveyance provided in Section 2.2, license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Trademark Collateral, throughout the world for such term or terms, on such conditions, and in such manner, as the Agent shall in its sole discretion determine.

(d) The Agent may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right but not the obligation to enforce) against any licensor, licensee or sublicensee all Trademark License Rights of the Borrower, and take or refrain from taking any such action.

(e) The Agent may, to the extent permitted by law, in its sole discretion, without notice except as specified below, assign, sell or otherwise transfer or dispose of the Trademark Collateral or any part thereof, either with or without special or other conditions or stipulations, with power to buy the Trademark Collateral or any part of it in one or more portions at public or private sale, at any of the Agent's offices or elsewhere, at such time or times, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Agent may deem commercially reasonable, irrespective of the impact of any such sales on the market price of any of the Trademark Collateral. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim

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or right on the part of the Borrower or any party claiming through the Borrower, and the Borrower hereby waives (to the extent permitted by law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Borrower agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to the Borrower of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. At any sale of the Trademark Collateral, if permitted by law, the Agent may bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness) for and purchase the Trademark Collateral or any portion thereof for the account of the Agent (on behalf of the Banks). The Agent shall not be obligated to make any sale of the Trademark Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was adjourned. The Borrower recognizes that the Agent may elect in its sole discretion to sell all or part of the Trademark Collateral to one or more purchasers in privately negotiated transactions. The Borrower hereby waives any claims against the Agent arising by reason of the fact that the price at which any Trademark Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Agent accepts the first offer received and does not offer such Trademark Collateral to more than one offeree. The Agent shall also have the power to execute assurances, and do all other acts and things for completing the assignment, sale, transfer or disposition which the Agent, in its sole discretion, deems appropriate or proper.

(f) In addition to the foregoing, in order to implement the assignment, sale, transfer or other disposition of any of the Trademark Collateral pursuant to Section 2.3 (e) hereof, the Agent may, pursuant to the authority granted in the power of attorney provided in Section 7 hereof (such authority becoming effective after the occurrence and during the continuation of an Event of Default), execute and deliver on behalf of the Borrower one or more instruments of assignment of the Trademark Collateral, in form suitable for filing, recording or registration in any jurisdiction or country.

2.4. Upon the effectiveness of the grant, assignment, transfer and conveyance provided in Section 2.2, the Borrower shall have no right, title or interest in or to any

of the Trademark Collateral, and the Borrower shall immediately cease and desist in the use of the Trademarks or any colorable imitation thereof, and shall, upon written demand of the Agent, deliver to the Agent (or the Agent's designee) all unused or unsold goods bearing the Trademarks.

2.5. In addition, upon the effectiveness of the grant, assignment, transfer and conveyance provided in Section 2.2, upon the written demand of the Agent, the Borrower shall execute and deliver to the Agent an assignment or assignments of the Trademark Collateral and such other documents as are necessary or appropriate to carry out the intent and purposes of this Agreement; provided that the failure of the Borrower to comply with such demand will not impair or affect the validity of the assignment effected by Section 2.2. The Borrower agrees that any such assignment (including, without limitation, the assignment effected by Section 2.2) and/or any recording thereof shall be applied to reduce the Obligations outstanding only to the extent that the Agent (or a Bank) actually receives cash proceeds in respect of the assignment, sale or disposition of, or other realization upon, the Trademark Collateral.

2.6. In the event of any such license, assignment, sale, transfer or other disposition of the Trademark Collateral, or any of it, after the occurrence and during the continuation of an Event of Default, whether to or by the Agent, the Borrower shall supply to the Agent (or the Agent's designee) the Borrower's know-how and expertise relating to the products and services sold and provided under the Trademarks, and other records relating to the Trademark Collateral and to the production, marketing, delivery and sale of said products and services. Without limiting the generality of the foregoing, within five Business Days of written notice thereof from the Agent, the Borrower shall make available to the Agent, to the extent within the Borrower's power and authority, such personnel in the Borrower's employ on the date of the Event of Default as the Agent may reasonably designate, by name, title or job responsibility, to permit the Borrower (or if the Agent so elects, the Agent or the Agent's designee) to continue, directly or indirectly, to manufacture, produce, supply, advertise, sell and deliver the products or services sold by the Borrower under the Trademarks, such persons to be available to perform their prior functions on the Agent's behalf and, if the Agent so elects to utilize their services, to be compensated by the Agent on a per diem, pro rata basis consistent with the wage, salary and benefit structure applicable to each as of the date of such Event of Default.

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2.7. Nothing herein contained shall be construed as requiring the Agent to take any of the foregoing actions at any time.

2.8. The Borrower agrees to pay when due all reasonable costs incurred in any license, assignment, sale, transfer or other disposition of all or any portion of the Trademark Collateral to or by the Agent, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Obligations. The Agent may apply the proceeds actually received from any such license, assignment, sale, transfer, other disposition or other collection or realization, to the reasonable out-of-pocket costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel and other expenses which may be incurred or paid by the Agent in protecting or enforcing its rights upon or under this Agreement, the Trademark Collateral, the Collateral or the Obligations, and any proceeds remaining shall be held by the Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Agent pursuant to Section 6) to the Obligations, in accordance with the Security Agreement; and the Borrower shall remain liable and will pay the Agent on demand any deficiency remaining, together with interest thereon at a rate equal to the highest rate then payable on the Obligations and the balance of any expenses unpaid. Any surplus of such cash or cash proceeds held by the Agent and remaining after payment in full of all the Obligations shall be paid over to the Borrower or to whomsoever may be lawfully entitled to receive such surplus.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BORROWER. The Borrower represents and warrants to, and covenants and agrees with, the Agent, as follows:

Ownership and Rights in Trademark Collateral.

3.1. The Borrower has the full power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to subject the Trademark Collateral to the terms hereof. The execution, delivery and performance of this Agreement will not conflict with or contravene any contractual provision binding on the Borrower with respect to the Trademark Collateral (including but not limited to any license agreement relating to the Trademark Collateral or any part thereof), except with respect to agreements the third parties to which have executed and delivered to the Agent a Consent in substantially the form attached hereto as Exhibit B.

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3.2. Set forth on Schedule A hereto is a true and complete list of all Owned Trademarks and all Trademark Registrations applicable thereto. Set forth on Schedule B hereto is a true and complete list of all license or other agreements pursuant to which any affiliates of the Borrower, or other persons (other than the Borrower), have the right to use or have any right, title or interest in any of the Owned Trademarks and/or the Trademark Registrations or Associated Goodwill applicable thereto. Set forth on Schedule C hereto is a true and complete list of all Licensed Trademarks, the owners thereof, and the license or other agreements pursuant to which the Borrower uses such Licensed Trademarks in its business or with its products and services. Schedule A and Schedule C together comprise a true and complete list of all Trademarks. All license and other agreements applicable to the Trademarks are the valid and binding obligations of all of the parties thereto, enforceable against each of such parties in accordance with their respective terms (provided that, with respect to any such parties other than the Borrower and its affiliates, such representation and warranty is made to the best of the Borrower's knowledge and belief).

3.3. The Borrower is and will continue to be the sole and exclusive owner of the entire legal and beneficial right, title and interest in and to the Trademarks and the Trademark Collateral (other than ownership and other rights reserved by the owners of the Licensed Trademarks), free and clear of any lien, charge, security interest or other encumbrance except for the security interest and conditional assignment created by this Agreement and the Security Agreement and liens and encumbrances permitted pursuant to §8.21 of the Credit Agreement. The Borrower will defend its right, title and interests in and to the Trademarks and the Trademark Collateral against any and all claims of any third parties.

3.4. Except as set forth on Schedule D hereto: the Trademarks, Trademark Registrations and Trademark Rights are subsisting, and have not been adjudged invalid or unenforceable; to the best of the Borrower's knowledge and belief, all of the Trademarks, Trademark Registrations and Trademark Rights are valid and enforceable; the Borrower is not aware of any claim by any third party that any of the Trademarks, Trademark Registrations and Trademark Rights are invalid or unenforceable.

3.5. To the best of the Borrower's knowledge and belief, the Borrower has, and shall continue to have, the exclusive right to use all the Trademarks in the manner in

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which they are now used (other than uses of the Licensed Trademarks by the owners thereof but no other third party), with the goods and services with which they are now used (and, in the case of registered Trademarks, for which they are registered), and throughout the geographic areas in which they are now used (and, in the case of registered Trademarks, throughout the jurisdictions in which they are registered), free and clear of any liens, charges, encumbrances, claims or rights of any third party (except as set forth on Schedule D hereto), or restrictions on the rights of the Borrower to protect or enforce any of its Trademark Rights against any third party.

3.6. There is not on file in any governmental or regulatory authority, agency or recording office any effective financing statement, security agreement, assignment, license or transfer or notice of any of the foregoing (other than those that may have been filed in favor of the Agent for the benefit of the Banks) covering any of the Trademark Collateral, and the Borrower is not aware of any such filing, other than those for which duly executed termination statements have been delivered to the Agent. So long as this Agreement shall be in effect, the Borrower shall not execute and shall not permit to be on file in any such office or agency any such financing statement or other document or instrument (except financing statements or other documents or instruments filed or to be filed in favor of the Agent for the benefit of the Banks).

3.7. Except as set forth on Schedule D hereto, no claim has been made that the Borrower's use of any of the Trademarks does or may violate the rights of any third party. Except as set forth on Schedule D hereto, there has been no decision adverse to the Borrower's claim of ownership rights in or exclusive rights to use the Owned Trademarks or the Trademark Collateral associated therewith, or to its right to use and register the Owned Trademarks in any jurisdiction or to keep and maintain such registrations in full force and effect, and there is no proceeding involving said rights threatened or pending in the PTO or any similar office or agency of the United States, any state or foreign country or in any court.

3.8. The Borrower shall promptly notify the Agent of the institution of and any adverse decision in any proceeding in the PTO or any similar office or agency of the United States or any state or any foreign country, or any court, regarding the Borrower's claim of ownership in any of the Owned Trademarks, or related Trademark Collateral, its right to register any of the same, or to keep and maintain any such registration.

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3.9. The Borrower agrees that, upon its commencement of use of or acquisition of any right, title or interest in or to any Trademark, Trademark Registration or Trademark Right other than the Trademarks, Trademark Registrations and Trademark Rights set forth on Schedules A, B and C hereto (including any variations or new versions of such scheduled Trademarks, Trademark Registrations and Trademark Rights), or upon commencement of use of any Trademark with (or the addition to any Trademark Registration of) any new class of goods or services, the provisions of this Agreement shall automatically apply thereto, and the Borrower shall promptly notify the Agent thereof. The Agent shall be authorized to amend such Schedules A, B and C, as appropriate, to include such additional Trademarks, Trademark Registrations and Trademark Rights, without the necessity for the Borrower's approval of or signature to such amendment, and the Borrower shall do all such other acts (at its own expense) deemed necessary or appropriate by the Agent to implement, preserve the Agent's interest therein (including but not limited to executing and delivering, and recording in all places where this Agreement is recorded, an appropriate counterpart of this Agreement). Such additional Trademarks, Trademark Registrations and Trademark Rights shall be automatically included in the "Trademarks", "Trademark Registrations" and "Trademark Rights" as defined herein, and all representations and warranties of the Borrower set forth herein shall be deemed to be restated by the Borrower as of the date of any such amendment of Schedule A, B or C with the full force and effect as though made on such date.

3.10. The Borrower shall take any and all such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Trademarks, Trademark Registrations, Trademark Rights, Associated Goodwill and Related Assets. Without limiting the generality of the foregoing, the Borrower shall pay when due all fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the Trademarks or the Trademark Collateral.

Use of Trademarks

3.11. The Borrower shall continue to use the Trademarks in its business in the same or similar manner as it has in the past, for registered Trademarks shall continue to use each Trademark in each jurisdiction of registration (and in interstate commerce for federally registered Trademarks) in each and every class of goods or services for

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which it is registered, and in general shall continue to use the Trademarks in each and every class of goods and services applicable to the Borrower's current use of the Trademarks in its business as reflected in its current catalogs, brochures, advertising and price lists; all in order to maintain the Trademarks in full force, free from any claim or risk of abandonment for non-use. Notwithstanding the foregoing provisions of this Section or any other provision of this Agreement, the Borrower shall have the right to discontinue use, in whole or in part, of any Trademark, Trademark Registration, Trademark License Right or Trademark Right where such discontinuance is deemed necessary or desirable by the Borrower in the exercise of its reasonable business judgment.

3.12. In order to protect and maintain the Trademark Collateral, and to prevent any deception of the public, the Borrower shall operate its business and use the Trademarks in accordance with the same requirements and quality standards as in the past have been and now are applicable to its goods and services, and shall maintain the quality of all such goods and services, sold or provided under or in connection with the Trademarks commensurate with the quality of the business, goods and services now and previously associated with the Trademarks.

3.13. The Borrower has at all times in the past used, and shall in the future use, the Trademarks with the statutory and other appropriate notices of the registrations and ownership thereof, and shall not use the Trademarks without such notices.

3.14. The Borrower shall, upon reasonable prior notice by the Agent and at reasonable times, permit the Agent (or the Agent's designee) from time to time to review, inspect, examine or evaluate the offices, plants and facilities (whether owned by the Borrower, an affiliate of the Borrower, or a subcontractor to the Borrower) which manufacture, inspect, store or provide goods or services under or in association with any of the Trademarks, and the production and quality control records pertaining thereto, in order that the Agent may be assured that the quality of such goods and services is being maintained as required by Section 3.12 hereof, that the Trademarks are being properly used with such goods and services, and that appropriate notices of registration and ownership of the Trademarks are being used as required by Section 3.13 hereof. In the event that the Agent believes that such quality is not being maintained, or that the Trademarks or such notices are not being used properly and as required hereby, the Agent may so advise the Borrower, in which case the Borrower shall promptly take the necessary corrective action to maintain

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such quality and use the Trademarks and such notices properly and as required by this Agreement.

3.15. The Borrower shall not take any actions or enter into any agreements, including but not limited to any actions or agreements for the assignment, sale, transfer, license, disposition, grant of any interest in or encumbrance of any of the Trademark Collateral, which are inconsistent with or would or might impair in any way the Borrower's representations, warranties and covenants herein, without the prior written consent of the Agent (which consent, in the case of license agreements only, shall not be unreasonably withheld). Without limiting the generality of the foregoing, the Borrower shall not permit the inclusion in any agreement to which it becomes a party of any provision which could or might in any way impair or prevent the creation of a security interest in or the conditional assignment of the Borrower's rights and interests in any property acquired under such agreement which is included within the definition of Trademark Collateral.

3.16. Except as provided in Section 3.11 hereof, the Borrower shall not abandon any of the Trademarks, Trademark Registrations or Trademark Rights, or do any act or omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment of any Trademark, Trademark Registration or Trademark Right or loss of or adverse effect on any rights in any Trademark, Trademark Registration or Trademark Right. Prohibited acts of the Debtor shall include but not be limited to "assignments in gross" of any Owned Trademark or the license of any Owned Trademark without both appropriate contractual use and quality control provisions and proper monitoring, supervision and enforcement by the Borrower of the quality of the licensed goods or services.

3.17. The Borrower shall take all necessary and appropriate actions to insure that none of the Trademarks shall become generic or merely descriptive.

3.18. The Borrower shall do all things which may be necessary or appropriate to insure that each licensee of any Owned Trademark, in its use of any or all of the Trademark Collateral in its business, shall (i) comply fully with all applicable license agreements and (ii) satisfy and perform all the same standards and obligations set forth herein (with respect to the Borrower's use of the Trademark Collateral) as fully as though such standards and obligations were set forth with respect to such licensee's use of the licensed Trademark Collateral.

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3.19. To the best of the Borrower's knowledge and belief, except as set forth on Schedule D hereto, there is at present no material infringement or unauthorized or improper use of the Trademarks, the Trademark Registrations or the Trademark Rights. The Borrower shall use its best efforts to detect any such infringement or unauthorized or improper use. In the event of any such infringement or unauthorized or improper use by any third party, the Borrower shall promptly notify the Agent and shall have the first opportunity to sue and recover therefor and to retain any and all damages so recovered or obtained. In the event the Borrower fails to to sue or bring legal action, the Borrower shall notify the Agent within sixty (60) days after the date of original notice to the Borrower of such infringement or unauthorized or improper use, and, thereafter, the Agent shall have the right (but not the obligation), at the Borrower's expense (including but not limited to reasonable attorneys' fees), and in the name of the Borrower or the Agent (in the sole discretion of the Agent), to sue and recover therefor and obtain directly any and all damages recoverable on account thereof; any expenses incurred by the Agent in any such case shall be added to the principal amount of the Obligations and shall bear interest at the rate applicable to overdue principal on the Loans under the Credit Agreement.

Trademark Registrations

3.20. All federal, state, local and foreign registrations of the Owned Trademarks, and applications for such registrations, are set forth on Schedule A hereto.

3.21. The Borrower, with counsel of its own choosing reasonably acceptable to the Agent, and at its own expense, shall apply to register all registrable but unregistered Owned Trademarks with the PTO (and in such other jurisdictions as are commercially appropriate), shall diligently prosecute its applications to register its Owned Trademarks and use its best efforts to obtain such registrations. In the event any pending or hereafter filed application for Trademark Registration, other than a renewal of a Trademark Registration, has been rejected by the PTO or any foreign trademark office or agency and the Borrower determines in its reasonable business judgment that further prosecution of such application is not warranted, the Borrower shall promptly notify the Agent thereof in writing and may cease to prosecute such application sixty (60) days after such notice.

3.22. Except as provided in Section 3.11 hereof, the Borrower, with counsel of its own choosing reasonably

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acceptable to the Agent and at its expense, shall take all necessary and appropriate actions to preserve and maintain in full force and effect all Trademarks, Trademark Registrations and Trademark Rights, including but not limited to filing and diligently prosecuting all necessary or appropriate applications for registration, opposition and cancellation proceedings, affidavits of use, affidavits of incontestability, and registration renewal applications.

3.23. Upon demand by the Agent at any time, the Borrower shall deliver to the Agent the original or a true copy of all current official Certificates of Registration for any or all of the Trademark Registrations (for any jurisdiction of registration) for the Owned Trademarks, and forthwith upon receipt thereof the original or a true copy of all official Certificates of Registration for any Owned Trademarks for which registration applications are then pending or thereafter filed.

General

3.24. The Borrower has kept and will diligently keep complete and accurate records respecting the Trademarks, Trademark Registrations, Trademark Rights and Associated Goodwill, and will at all times keep at least one set of such records at its chief executive office or principal place of business as set forth above. The Borrower shall, upon reasonable prior notice by the Agent and at reasonable times, permit the Agent (or the Agent's designee) from time to time to review, inspect and examine such records.

3.25. This Agreement will create in favor of the Agent, for the benefit of the Banks, a valid and perfected first priority security interest in the Trademark Collateral upon making the filings referred to in Section 3.26 below.

3.26. Except for the filing of financing statements with the Secretary of State of New Jersey under the Uniform Commercial Code and filings with the PTO with respect to the Trademark Collateral (and with the United States Copyright Office with respect to federally registered copyrights of the Borrower) necessary to perfect and record the security interest and conditional assignment created hereunder, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (i) for the grant by the Borrower or the effectiveness of the security interest and conditional assignment granted hereby or for the execution, delivery and performance of this Agreement by the Borrower, or (ii) for the perfection of or the exercise by the Agent of its rights and remedies hereunder; provided, however,

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that the foregoing representation and warranty shall not apply to foreign Trademark Rights.

3.27. All information with respect to the Trademark collateral set forth herein, in the Credit Agreement, in the Security Agreement or in any schedule, certificate or other writing at any time heretofore or hereafter furnished by the Borrower to the Agent is and will be true, correct and complete in all material respects as of the date furnished.

3.28. Each representation and warranty of the Borrower set forth in Section 5 of the Credit Agreement is true and correct and all such representations and warranties are hereby incorporated herein by reference with the same effect as though set forth herein in their entirety.

4. AMOUNTS PAYABLE IN RESPECT OF TRADEMARK COLLATERAL, AND ENFORCEMENT OF TRADEMARK RIGHTS, BEFORE AND AFTER EVENT OF DEFAULT.

4.1. (a) Except as otherwise provided in Section 4.1(b) hereof or the Credit Agreement or Security Agreement, the Borrower shall continue to collect, at its own expense, all amounts due or to become due to the Borrower in respect of the Trademark Collateral or any part thereof.

(b) Upon the occurrence and during the continuation of an Event of Default, the Agent is hereby given full power and authority, without notice or demand, (i) to notify any and all obligors with respect to the Trademark Collateral or any part thereof, and (ii) to demand, take, collect, sue for and receive for its own use and account all amounts due or to become due the Borrower in respect of the Trademark Collateral, and in connection therewith to enforce all rights and remedies with respect to the Trademark Collateral or any part thereof which the Borrower could enforce; and the Borrower hereby ratifies any and all actions which the Agent may lawfully take to enforce the Agent's rights hereunder. Whether or not the Agent shall have so notified any obligors, the Borrower shall at its expense cooperate with the Agent and render all reasonable assistance to the Agent in enforcing claims against such obligors.

4.2. (a) Except as otherwise provided in Section 4.2(b) hereof, and notwithstanding Section 2.2 (a) hereof, the Borrower shall have the right and the obligation to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions to restrain, prevent or

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recover for infringement, misuse, unfair competition, dilution or other damage as are in its reasonable business judgment necessary or appropriate to maintain, protect and enforce the Trademarks, Trademark Registrations, Trademark Rights and Associated Goodwill. The Agent shall cooperate with the Borrower as may be reasonably necessary or appropriate in connection with any such suit, proceeding or action, including but not limited to joining as a necessary party. The Borrower shall indemnify and hold harmless the Agent from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements (including but not limited to attorneys' fees) of any kind whatsoever which may be imposed on, incurred or suffered by or asserted against the Agent in connection with or in any way arising out of such suits, proceedings or actions.

(b) Upon the occurrence and during the continuation of an Event of Default, the Agent shall have the right but in no way shall be obligated to bring suit in the name of the Borrower or the Agent (in the sole discretion of the Agent), to protect, maintain or enforce any of the Borrower's rights or interests in, to or under the Trademark Collateral or any part thereof, in which event the Borrower shall at the request of the Agent do any and all lawful acts and things and execute any and all documents and instruments requested by the Agent in furtherance of such protection, maintenance or enforcement; the Borrower shall promptly, upon demand, indemnify and reimburse the Agent for all liabilities, obligations, costs, expenses or disbursements imposed on, incurred or suffered by or asserted against the Agent in the exercise of its rights under this Section 4.2. In the event the Agent shall elect not to bring suit to protect, maintain or enforce any such rights or interests of the Borrower, the Borrower shall use all reasonable measures, whether by action, suit, proceeding or otherwise, to protect, maintain and enforce such rights and interests, and for that purpose shall diligently maintain any such action, suit or proceeding necessary or appropriate for such protection, maintenance or enforcement.

5. FURTHER ASSURANCES

5.1. Upon obtaining knowledge thereof, the Borrower will promptly notify the Agent in writing of any event which does or reasonably could materially adversely affect the value of any of the Trademarks, Trademark Registrations, Trademark Rights, or Associated Goodwill, the ability of the Borrower or the Agent to dispose of any of the Trademarks, Trademark Registrations, Trademark Rights, or Associated Goodwill, or the rights and remedies of the Agent in

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relation to any of the Trademarks, Trademark Registrations, Trademark Rights, or Associated Goodwill, including but not limited to the institution or levy of any legal process against any of the Trademarks, Trademark Registrations, Trademark Rights or Associated Goodwill.

5.2. Upon the request of the Agent, the Borrower will use its best efforts to obtain any necessary consents of third parties to the grant and perfection of the security interest in the Trademark Collateral, and/or to the grant or effectiveness of the conditional assignment of the Trademark Collateral, provided for herein.

5.3. In general, the Borrower shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things, as the Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Agreement, or to assure and confirm to the Agent the grant and perfection of a security interest in the Trademark Collateral.

5.4. If the Borrower shall fail to do any act which it has covenanted to do hereunder, or if any representation or warranty of the Borrower shall be breached, the Agent, in its own name or that of the Borrower (in the sole discretion of the Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and any cost or expense incurred by the Agent in so doing shall be added to the principal amount of the Obligations and shall bear interest at the rate applicable to overdue principal on the Loans under the Credit Agreement. The Borrower shall cooperate with the Agent in any such act or remedy.

6. LIABILITIES, INDEMNITY AND COSTS

6.1. The Borrower shall be liable for any and all uses or misuses of any of the Trademark Collateral by itself and for any failure to take reasonable measures to avoid and prevent the improper use of the Trademark Collateral by any other party (including but not limited to any licensee of the Owned Trademarks), any failure to use the Trademarks continuously (except as provided in Section 3.11 hereof), any failure to use the Trademarks in accordance with this Agreement, or any other claim, suit, loss, damage, expense or liability of any kind or nature (except those resulting from any gross negligence or willful misconduct of the

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Agent) arising out of or in connection with the Trademark Collateral or the production, marketing, delivery and sale of the goods and services provided under or in connection with any of the Trademarks or the Trademark Collateral prior to the effectiveness of the grant, assignment, transfer and conveyance provided in Section 2.2 hereof. The Borrower shall be liable also for any claim, suit, loss, damage, expense or liability arising out of or in connection with the improper acts or omissions of the Borrower (regardless of whether such acts or omissions occurred or occur prior to or after such effectiveness).

6.2. Nothing in this Agreement shall relieve the Borrower from any performance of any covenant, agreement or obligation of the Borrower under any license agreement now or hereafter in effect licensing any part of the Trademark Collateral, or from any liability to any licensee or licensor under any such license agreement or to any other party, or shall impose any liability on the Agent for any act or omission of the Borrower in connection with any such license agreement.

6.3. The Borrower shall indemnify and hold harmless the Agent from and against, and shall pay to the Agent on demand, any and all claims, actions, suits, judgments, penalties, losses, damages, costs, disbursements, expenses, obligations or liabilities of any kind or nature (except those resulting from the Agent's gross negligence or willful misconduct) arising in any way out of or in connection with this Agreement, the Trademark Collateral, custody, preservation, use or operation of the Trademark Collateral, any alleged infringement of the intellectual property rights of any third party, the production, marketing, delivery and sale of the goods and services provided under or in connection with any of the Trademarks or the Trademark Collateral, the sale of, collection from or other realization upon any of the Trademark Collateral, the failure of the Borrower to perform or observe any of the provisions hereof, or matters relating to any of the foregoing prior to the effectiveness of the grant, assignment, transfer and conveyance provided in Section 2.2 hereof. The Borrower shall also indemnify and hold harmless the Agent from and against any and all claims, actions, suits, judgments, penalties, losses, damages, costs, disbursements, expenses, obligations or liabilities arising out of or in connection with any improper act or omission of the Borrower (regardless of whether such act or omission occurred or occurs prior to or after such effectiveness). The Borrower shall make no claim against the Agent for or in connection with the exercise or enforcement by the Agent of any right or remedy granted to it hereunder, or any action taken or omitted to be taken by the Agent hereunder (except for the gross negligence or willful misconduct of the Agent).

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6.4. Any and all fees, costs and expenses, of whatever kind or nature, including but not limited to fees and disbursements of counsel and of any experts and agents, incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of the transactions contemplated hereby, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees or encumbrances, or otherwise protecting, maintaining or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, or in exercising or enforcing any right or remedy granted to the Agent hereunder, shall be borne and paid by the Borrower on demand by the Agent, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate applicable to overdue principal on the Loans pursuant to the Credit Agreement.

7. POWER OF ATTORNEY

7.1. The Borrower hereby grants to the Agent, and any officer or agent of the Agent as the Agent may designate in its sole discretion, a power of attorney, thereby constituting and appointing the Agent (and the Agent's designee) its true and lawful attorney-in-law and attorney-in-fact, effective upon the occurrence and during the continuation of an Event of Default, for the purpose of assigning, selling or otherwise disposing of all right, title and interest of the Borrower in and to any of the Trademark Collateral, to execute and deliver any and all agreements, documents, instruments of assignment, licenses or transfers of the Trademark Collateral, and do all other acts which the Borrower is obligated to execute or do under any provision of this Agreement, and to execute any and all documents, statements, certificates or other documents necessary or advisable to effect any of the purposes set forth herein as the Agent (or the Agent's designee) may in its sole discretion determine. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

7.2. The foregoing power of attorney is coupled with an interest and is irrevocable until this Agreement shall terminate.

7.3. The Borrower hereby releases the Agent from any claims, causes of action and demands at any time arising out of or in connection with any actions taken or omitted to be

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taken by the Agent under the power of attorney granted herein (except for the gross negligence or willful misconduct of the Agent).

8. SPECIFIC ENFORCEMENT.

Due to the unique nature of the Trademark Collateral, and in order to preserve its value, the Borrower agrees that the Borrower's agreements, duties and obligations under this Agreement shall be subject to specific enforcement and other appropriate equitable orders and remedies.

9. TERMINATION.

This Agreement shall create a continuing security interest in and conditional assignment of the Trademark Collateral. Upon payment and satisfaction in full of the Obligations, termination of all commitments of the Agent and the Banks set forth in the Credit Agreement, and the expiration of all outstanding Letters of Credit, this Agreement shall automatically terminate and shall be of no further force and effect, and the security interest granted hereby shall terminate and all rights to the Trademark Collateral shall revert to the Borrower. Upon any such termination, the Agent shall execute and deliver to the Borrower such documents, and shall take such other actions, all at the expense of the Borrower, as may reasonably be requested by the Borrower to evidence or record such termination.

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10. PROVISIONS OF GENERAL APPLICATION.

10.1. In the event of any irreconcilable conflict between the provisions of this Agreement and the Credit Agreement, the provisions of the Credit Agreement shall control.

10.2. In the event any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable to any extent or in any respect, or otherwise determined to be of no effect, in any jurisdiction, such invalidity, illegality, unenforceability or determination shall affect only such term or provision, or part thereof, in only such jurisdiction. The parties agree they will negotiate in good faith to replace any provision so held invalid, illegal or unenforceable, or so determined, with a valid, enforceable and effective provision which is as similar as possible in substance and effect to the provision which is invalid, illegal, unenforceable or of no effect.

10.3. Except as provided in Sections 3.9 and 9 hereof, neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by a written instrument expressly referring to this Agreement and to the provisions so modified, waived or limited, and executed by the party to be charged.

10.4. No course of dealing between the Borrower and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10.5. The Borrower shall not assign this Agreement or any rights, duties or obligations hereunder without the prior written consent of the Agent. This Agreement and all obligations of the Borrower shall be binding upon the successors and permitted assigns of the Debtor, and shall together with the rights and remedies of Agent hereunder inure to the benefit of the Agent and the Banks and their respective successors and assigns.

10.6. This Agreement, and any amendments, waivers, consents, or supplements hereto or hereunder, may be executed in any number of counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original but all of which together shall constitute one instrument. In proving this Agreement, or any such amendment, waiver, consent or supplement, it shall not be necessary to produce or account from more than one such counterpart executed by the party against which enforcement is sought.

10.7. The captions in this Agreement are for convenience of reference only and shall not define, limit or affect the provisions hereof.

10.8. Except as otherwise required by the laws of any jurisdiction in which any of the Trademark Collateral is located, this Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by and construed in accordance with the internal laws of the State of New York (without reference to its conflicts of laws rules or principles).

TRADEMARK

REEL 0530 FRAME 588

IN WITNESS WHEREOF, the Borrower and the Agent, each by its duly authorized officer, have duly executed this Agreement as of the date first set forth above.

CONSOLIDATED CIGAR CORPORATION

By: [Signature]
Authorized Officer
Title: PRESIDENT

THE FIRST NATIONAL BANK OF BOSTON,
as Agent

By: [Signature]
Authorized Officer
Title: Diane E. Johnson, Assistant Vice President

State of New York)
County of New York) ss.

Personally appeared before me, the undersigned, a Notary Public in and for said County, Theo Folz, personally known to me, who, being by me first duly sworn, declared that he is the President of Consolidated Cigar Corporation, that being duly authorized he did sign and seal said instrument as such officer of and on behalf of such corporation, and that the same is such corporation's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at New York, New York this 2nd day of November, 1988.

[Signature]
Notary Public

My commission expires:

THOMAS G. PLAGEMANN
Notary Public, State of New York
No. 31-4920715
Qualified in New York County
Commission Expires February 29, 1990

PHL 0633
TRADE-MARK

TRADEMARKS

SCHEDULE A (as of 88/10/28)

COUNTRY	MARK	REG#	ISSUED	S/N	FILED	DOCKET	S
ALGERIA	LA CORONA TOP IRON	39,565	670405			CD049AMT	R
ARAB EMIRATES	ANTONIO Y CLEOPATRA	(PUBLICATION)	790619			CD037UET	I
	LA CORONA	(PUBLICATION)	790619			CD038UET	I
	ROY-TAN	(PUBLICATION)	630204			CD030UET	I
ARGENTINA	LA CORONA TOP IRON	981457/6	290628			CD049ART	I
AUSTRALIA	ANTONIO Y CLEOPATRA	A276444	740227			CD037AUT	I
	ANTONIO Y CLEOPATRA & DESIGN	A276554	740304			CD048AUT	I
	A.C.C.	A279,034				CD051AUT	I
	DOM DIEGO	A190481	661222		641012	CC071AUT	I
	DOM MIGUEL	8285104	761129		750213	CC074AUT	I
	LA CORONA TOP IRON	A5191	071028			CD049AUT	I
	FIGURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN					CA005AUT	O
	ROY-TAN	A170431	611106			CD030AUT	I
AUSTRIA	ANTONIO Y CLEOPATRA	77815	740715			CD037AUT	I
	ANTONIO Y CLEOPATRA & DESIGN	77814	740715			CD048AUT	I
	LA CORONA TOP IRON	8413	550120			CD049AUT	I
BAHAMAS	ANTONIO Y CLEOPATRA	9286	781130			CD037BAT	I
	DOM DIEGO	6863	720104		710827	CC071BAT	I
	DUTCH MASTERS & NEW DESIGN	12769	880210	12769	880210	CC164BAT	I
	LA CORONA TOP IRON	2889	580211			CD049BAT	I
	ROY-TAN	3730	620508			CD050BAT	I
BELUX	ANTONIO Y CLEOPATRA	324225	740228			CD050BKT	I
	ANTONIO Y CLEOPATRA & DESIGN	097305	711230			CD037BKT	I
	ANTONIO Y CLEOPATRA & DESIGN	097306	711230			CD048BKT1	I
	ANTONIO Y CLEOPATRA & DESIGN	310616	720515			CD048BKT	I
	CABANAS	69379	711022			CD047BKT	I
	DUTCH MASTERS	66070	750817	551777	711014	CC011BKT	R
	ROSE CABANAS Y CARBAJAL & MONOGRAM DESIGN	404355	841026			CD044BKT1	I
	SPARKY CLAY	69389	711022			CD067BKT	I
	LA CORONA	69383	711022			CD038BKT	I
	LA CORONA IN WHITE WITH CROWN & LEAVES (RED BACKGROUND)	404156	840911			CD012BKT	I
	LA CORONA TOP IRON	69381	711022			CD049BKT	I
	BIJELLITOS	327872	741028	604919	740904	CC069BKT	I
	ANTONIO Y CLEOPATRA	7545	740306			CD037BMT	I
BERMUDA	ANTONIO Y CLEOPATRA & DESIGN	7549	740306			CD048BMT	I

SCHEDULE A (as of 88/10/28)

COUNTRY	MARK	REG#	ISSUED	S/N	FILED	DOCKET	S
BERMUDA	DOM DIEGO	1006	710922		660315	CC0718MT	I
	DOM MIGUEL	7688	750428			CC0748MT	I
BOLIVIA	LA CORONA TOP IRON	4181	580215			CD0498MT	I
	ANTONIO Y CLEOPATRA	33909A	740905			CD03780T	I
BRAZIL	ANTONIO Y CLEOPATRA & DESIGN	297434, 33517A	740905			CD04880T	I
	LA CORONA TOP IRON A Y C	31683A	430621			CD04980T	I
CANADA	MADE CABANAS Y CARBAJAL & MONOGRAM DESIGN A Y C	740102834	811013			CD0518RT	I
	AFR-TIPS	1252/0270508	580823			CD0448RT	R
CHILE	ANTONIO Y CLEOPATRA	207709	750627			CD051CCT	I
	ANTONIO Y CLEOPATRA & DESIGN	129007	621207	262116	610404	CC002CCT	I
CHINA	DOM MARCOS & DESIGN	52/12655	080325			CD037CCT	I
	DOM MIGUEL	204964	750131			CD048CCT	I
COLOMBIA	LA CORONA LID LABEL	230688	781020	395558	760311	CC091CCT	I
	LA CORONA TOP IRON	127357	620720	265435	611012	CC074CCT	I
COSTA RICA	LA CORONA TOP IRON	NS 4/1932	331107			CD038CCT	I
	LA CORONA TOP IRON	N.S.4/1935	331107			CD046CCT	I
DENMARK	MIXTURE NO. 79	NS 4/1936	331107			CD049CCT	I
	MONTECRUZ	113/29030	471227	197837	471227	CA070CCT	I
GERMANY	MONTECRUZ	149387	670217	296448		CC082CCT	I
	MONTECRUZ	205687	750307			CA039CCT	I
INDONESIA	PRIMO DEL REY			586330	870617	CC047CCT	P
	LA CORONA TOP IRON	1429	340217			CD049CMT	I
PERU	ANTONIO Y CLEOPATRA	216547	780731			CD037C1T	R
	LA CORONA TOP IRON	281921	540424			CD049C1T	I
RUSSIA	ANTONIO Y CLEOPATRA	157579	820515			CD037C1T	I
	LA CORONA	157584	820515			CD038C1T	I
UNITED STATES	ANTONIO Y CLEOPATRA	11855	120906	281,253	880203	CD037CMT	P
	LA CORONA TOP IRON	19279 (PART A)	781114	282,116	880222	CD049CMT	P
VENEZUELA	LA CORONA	23/1973	730105			CD037C1T	I
	ANTONIO Y CLEOPATRA	527/75	750207			CD051DET	I
NETHERLANDS	ANTONIO Y CLEOPATRA & DESIGN	526/75	750207			CD037DET	I
	ANTONIO Y CLEOPATRA & DESIGN	1333/1967	670505	934/1966	660308	CD048DET	I
NETHERLANDS	LA CORONA TOP IRON	22/1915	150130			CC012DET	I
	LA CORONA TOP IRON					CD049DET	I

SCHEDULE A (as of 88/10/28)

COUNTRY	MARK	REG#	ISSUED	S/N	FILED	DOCKET	S
DENMARK	ROJ-TAN	3695/1977	771021			CD030DET	1
DOMINICAN REP	DOM DIEGO					CC0710RT	0
	DOM MARCOS	22708	740301			CC0730RT	1
	DOM MIGUEL					CC0740RT	0
	FLAMENCO					CC1530RT	0
	FOL DE CANARIES	43620	871116			CC1540RT	1
	LA CORONA TOP IRON	7008	490824			CD0490RT	1
	MONTTECRUZ					CC0820RT	0
	PRIMO DEL REY					CC0470RT	0
ECUADOR	ANTONIO Y CLEOPATRA	812 FOL 1623/1624	740305			CD037ECT	1
	ANTONIO Y CLEOPATRA & DESIGN	814 FOL 1627/1628	740312			CD048ECT	1
FINLAND	A.M.C	71438	800107			CD051EFT	1
	ANTONIO Y CLEOPATRA	69611	790605			CD037EFT	1
	ANTONIO Y CLEOPATRA & DESIGN	69608	790605			CD048EFT	1
	DOICH MASTERS & DESIGN	56249	700407			CC012EFT	1
FRANCE	A.F.C	1273380	740606			CD051EFT	1
	A.T.	1263262	740301			CD050EFT	1
	ANTONIO Y CLEOPATRA	1262743	740227			CD037EFT	1
	ANTONIO Y CLEOPATRA & DESIGN	1262745	740227			CD048EFT	1
	ANTONIO Y CLEOPATRA CLASSICS	1235516	830509			CD060EFT	1
	ANTONIO Y CLEOPATRA GRENADIERS	1073948	781030			CD061EFT	1
	ANTONIO Y CLEOPATRA TOP IRON	1032675	621116			CD059EFT	1
	ANTONIO Y CLEOPATRA TRIBUNES	1235515	830509			CD062EFT	1
	A.T. SABERS CAMEROON DARK			951, 839	880901	CC183EFT	P
	A.T. SABERS CANDELA LIGHT			951, 838	880901	CC182EFT	P
	DOM MIGUEL	1368058	860818			CC074EFT2	1
	DOM MIGUEL LANCEROS	1094077	790420			CC092EFT	1
	DOICH MASTERS	1241014	580808	513433	790420	CC011EFT	1
	H.DE CABANAS Y CARBAJAL & MONOGRAH DESIGN	1098308	040914			CD044EFT	1
	LA CORONA TOP IRON	1404000	770517			CD049EFT1	1
	LA CORONA TOP IRON	1469995	040415			CD049EFT	1
	MIGUELITOS	1277975	740920			CC069EFT	1
	MONTTECRUZ	1112549	641113	533448		CC082EFT	1
	A.T.	947424	740507			CD050EFT	1
GERMANY	ANTONIO Y CLEOPATRA	931138	740227			CD037GFT	1

TRADEMARK

SCHEDULE A (as of 88/10/28)

COUNTRY	MARK	REG#	ISSUED	S/N	FILED	DOCKET	S
GERMANY	ANTONIO Y CLEOPATRA & DESIGN	965779	740227			CD048GFT	1
	DON DIEGO					CC071GFT	0
	DON MIGUEL	780992	631209		611012	CC074GFT	1
	DUTCH MASTERS	743898	601221		580716	CC011GFT	R
	H DE CABANAS Y CARBAJAL & MONOGRAM DESIGN	614188	500227			CD044GFT1	1
	H DE CABANAS Y CARBAJAL & MONOGRAM DESIGN	75226				CD044GFT	1
	L CORONA IN WHITE WITH CROWN & LEAVES (RED BACKGROUND)		040510			CD012GFT	P
	L CORONA TOP IRON			A40 044/34 WZ	840611	CD049GFT	1
	MIGUELITOS	74377	040510			CC069GFT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	934878	750828	C24351	740918	CA005GFT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	795416	641019		630823	CC082GFT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	831342	660419			CC049GFT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	1615	060403			CC037GFT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	62282	781116			CC071GFT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	32330	651018		640510	CC012GFT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	31788	651018			CC074GFT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	35475	660513			CC012GFT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	9571	340704			CC049GFT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	5631	500203			CC049HNT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	1164/1975	740606			CC051HPT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	792/1973	721028			CC037HPT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	1380/1974	740308			CC048HPT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	82187/1984	790502			CA005HPT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	820/1967	670106		630910	CC082HPT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	1228/66	660423			CC037ICT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	1771974	740730			CC048ICT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	175/1974	740730			CC048ICT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	50/1958	580322			CC0371DT	R
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	294575	740228			CC0481DT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	294655	740302			CC0491DT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	1659'	430527			CC0511ET	R
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	118163	770420			CC0371ET	R
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	116455	770124			CC0481ET	R
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	116448	770124			CC0491ET	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	145376	200718			CC0371RT	1
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	60980	590102				

TRADEMARK

SCHEDULE A (as of 88/10/28)

COUNTRY	MARK	REG#	ISSUED	S/N	FILED	DOCKET	S
IRELAND	LA CORONA TOP IRON	44330	280609			CO0491RT	I
	A Y C	39297	740604			CO0511ST	I
ISRAEL	ANTONIO Y CLEOPATRA	38876	740327			CO0371ST	I
	ANTONIO Y CLEOPATRA & DESIGN	38895	740305			CO0481ST	I
ITALY	LA CORONA TOP IRON	49424	800204			CO0491ST	I
	ACC	302097	740508			CO0501TT	I
JAMAICA	ANTONIO Y CLEOPATRA	302096	740508			CO0371TT	I
	LA CORONA TOP IRON	304513	740328			CO0481TT	I
JAPAN	DUTCH MASTERS	358708	590525			CC0111TT	I
	EL PRODUCTO	358707	590702			CC0151TT	I
JAMAICA	LA CORONA TOP IRON	193743	050304			CO0491TT	R
	MUSEL	358706	590723			CC0411TT	I
JAMAICA	ANTONIO Y CLEOPATRA	429	020506	34, 1140		CO037JAT	P
	LA CORONA TOP IRON	1431173	800828			CO049JAT	I
JAPAN	A Y C	1177548	760106			CO051JPT	I
	ANTONIO Y CLEOPATRA	2024772	880222	29024/1987	870318	CO037JPT	I
JAMAICA	ANTONIO Y CLEOPATRA & DESIGN	1902849	861028	31125/85	850329	CO048JPT	P
	BACKWOODS	1816610	851031	56-012205	810220	CC145JPT	I
JAMAICA	DUTCH MASTERS	1816609	851031			CC011JPT	I
	LA CORONA TOP IRON	1616214	830929			CO049JPT	I
JAMAICA	LA CORONA WHIFFS AND DESIGN	811484	690331	55-25089	800401	CO066JPT	I
	HIDEPORE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	811483	690331	130254/87		CA005JPT	I
KUNAWIT	MUSEL AIR-TIPS	599642	621024	45240/66	660809	CC086JPT	P
	MUSEL AIR-TIPS & PACKAGE DESIGN	6400	740519	130253/87		CC087JPT	I
KUNAWIT	MUSEL CORONELLA	6401	740519	45239/66	660809	CC088JPT	P
	MUSEL CORONELLA & PACKAGE DESIGN	29514	740312			CC089JPT	I
KUNAWIT	ANTONIO Y CLEOPATRA	29528	740314			CC088JPT	P
	ANTONIO Y CLEOPATRA & DESIGN	51660	580321			CC089JPT	I
LEBANON	LA CORONA TOP IRON	M/64754	740312			CC088JPT	P
	ANTONIO Y CLEOPATRA	M/64753	740312			CC089JPT	I
MALAYA	ANTONIO Y CLEOPATRA & DESIGN	13847	790508			CC088JPT	P
	ANTONIO Y CLEOPATRA & DESIGN					CC089JPT	I
MALTA	ANTONIO Y CLEOPATRA & DESIGN					CC088JPT	P
	ANTONIO Y CLEOPATRA & DESIGN					CC089JPT	I

TRADE-MARK

SCHEDULE A (as of 88/10/28)

COUNTRY	MARK	REQ#	ISSUED	S/N	FILED	DOCKET	S
MALTA	BLACK Y CA & DEVICE	334	040817			CD055MJT	V
	LA CORONA TOP IRON	326	040810			CD049MJT	V
	LA FLOR DE HENRY CLAY TOP IRON	2826	331025			CD041MJT	I
MONACO	ANTONIO Y CLEOPATRA	787845	781122			CD037MNT	I
	SA CORONA TOP IRON	R.87.11493	870827			CD049MNT	I
MOROCCO	ANTONIO Y CLEOPATRA	29439	790723			CD037MRT	I
	LA CORONA TOP IRON	28115	580213			CD049MRT	I
	LA C	9407	740614			CD051NCT	I
NETH ANTILLES	ANTONIO Y CLEOPATRA	9301	740305			CD037NCT	I
	ANTONIO Y CLEOPATRA & DESIGN	9300	740305			CD048NCT	I
	DON DIEGO	13406	841224		730925	CC071NCT	I
	DON MIGUEL	912v	731112		730925	CC074NCT	I
	SA CORONA TOP IRON	256	190829			CD049NCT	I
	MONTECRUZ	11751	810318		800818	CC082NCT	I
	MONTECRUZ	14477	870917		841106	CC082NCT1	I
NEW ZEALAND	ANTONIO Y CLEOPATRA	127064	790227		790227	CD037NDT	P
	ANTONIO Y CLEOPATRA	92834	700219	127064	790227	CD082NDT	I
	SA CORONA TOP IRON	20556	230910	92834	700219	CD049NDT	I
NORWAY	ANTONIO Y CLEOPATRA	89061	730906			CD037NCT	I
	ANTONIO Y CLEOPATRA & DESIGN	86285	721102			CD048NCT	I
	DUTCH MASTERS & DESIGN	70560	661125			CC012NCT	I
	DUTCH MASTERS (PICTURE ALONE)	70561	661125	88203	660212	CC090NCT	I
PANAMA	LA CORONA TOP IRON	11481	240215			CD049NCT	I
	ANTONIO Y CLEOPATRA	19267	741125			CD037PRT	I
	ANTONIO Y CLEOPATRA	21739	771003			CD047PRT	R
	LA CORONA TOP IRON	17884	730720			CD049PRT	I
	MONTECRUZ	10598	681018			CC082PRT	I
PARAGUAY	ANTONIO Y CLEOPATRA	110715	740528			CD037POT	I
	ANTONIO Y CLEOPATRA & DESIGN	110717	740528			CD048POT	I
	LA CORONA TOP-IRON AND 4 LABELS	111946	540225			CD078POT	I
PERU	ANTONIO Y CLEOPATRA	24660	740619			CD037PET	I
PHILIPPINES	A Y C	23734	760713			CD051PHT	O
	ANTONIO Y CLEOPATRA	23357	760609			CD037PHT	O
PORTUGAL	A Y C	185899	811117			CD050PRT	O
	ANTONIO Y CLEOPATRA	185897	811117			CD037PRT	I

TRADEMARK

SCHEDULE A (as of 88/10/28)

COUNTRY	MARK	REG#	ISSUED	S/N	FILED	DOCKET	S
PORTUGAL	ANTONIO Y CLEOPATRA & DESIGN	185898	811117			CD04BPRT	I
	DUTCH MASTERS & DESIGN	134822	670623			CC012PRT	R
	LA CORONA TOP IRON	140940	170525			CD049PRT	R
	A M C	19088	740926			CD051PUT	I
	ANTONIO Y CLEOPATRA	19012	740926			CD050PUT	I
	ANTONIO Y CLEOPATRA & DESIGN	19011	740926			CD037PUT	I
	DUTCH MASTERS & DESIGN (6 PERSON PORTRAIT)	19013	740926			CD048PUT	I
	DUTCH MASTERS & DESIGN (6 PERSON PORTRAIT)	5228	671212			CC012PUT1	I
	DUTCH MASTERS (WORDS IN SEMI-CIRCLE)	8495	521030			CC012PUT	I
	EJ PRODUCTO	3826	521003			CC157PUT	I
PUERTO RICO	HOLY VESTER	8498	521030			CC015PUT	I
	HOLY VESTER	8496	521030			CC025PUT	I
	HOLY VESTER	8496	521030			CC025PUT	I
	HOLY VESTER	8496	521030			CC025PUT	I
	HOLY VESTER	8496	521030			CC025PUT	I
	HOLY VESTER	8496	521030			CC025PUT	I
	HOLY VESTER	8496	521030			CC025PUT	I
	HOLY VESTER	8496	521030			CC025PUT	I
	HOLY VESTER	8496	521030			CC025PUT	I
	HOLY VESTER	8496	521030			CC025PUT	I
QATAR	LA PALINA	9937	560926			CC026PUT	I
	LA PALINA	9937	560926			CC026PUT	I
	LA PALINA	9937	560926			CC026PUT	I
	LA PALINA	9937	560926			CC026PUT	I
	LA PALINA	9937	560926			CC026PUT	I
	LA PALINA	9937	560926			CC026PUT	I
	LA PALINA	9937	560926			CC026PUT	I
	LA PALINA	9937	560926			CC026PUT	I
	LA PALINA	9937	560926			CC026PUT	I
	LA PALINA	9937	560926			CC026PUT	I
SAUDI ARABIA	LA PALINA	5054	460409			CC066PUT	I
	LA PALINA	5054	460409			CC066PUT	I
	LA PALINA	5054	460409			CC066PUT	I
	LA PALINA	5054	460409			CC066PUT	I
	LA PALINA	5054	460409			CC066PUT	I
	LA PALINA	5054	460409			CC066PUT	I
	LA PALINA	5054	460409			CC066PUT	I
	LA PALINA	5054	460409			CC066PUT	I
	LA PALINA	5054	460409			CC066PUT	I
	LA PALINA	5054	460409			CC066PUT	I
SINGAPORE	LA PALINA	8497	521030			CC066PUT1	I
	LA PALINA	8497	521030			CC066PUT1	I
	LA PALINA	8497	521030			CC066PUT1	I
	LA PALINA	8497	521030			CC066PUT1	I
	LA PALINA	8497	521030			CC066PUT1	I
	LA PALINA	8497	521030			CC066PUT1	I
	LA PALINA	8497	521030			CC066PUT1	I
	LA PALINA	8497	521030			CC066PUT1	I
	LA PALINA	8497	521030			CC066PUT1	I
	LA PALINA	8497	521030			CC066PUT1	I
SOUTH AFRICA	LA PALINA	4714	620928			CC035PUT	I
	LA PALINA	4714	620928			CC035PUT	I
	LA PALINA	4714	620928			CC035PUT	I
	LA PALINA	4714	620928			CC035PUT	I
	LA PALINA	4714	620928			CC035PUT	I
	LA PALINA	4714	620928			CC035PUT	I
	LA PALINA	4714	620928			CC035PUT	I
	LA PALINA	4714	620928			CC035PUT	I
	LA PALINA	4714	620928			CC035PUT	I
	LA PALINA	4714	620928			CC035PUT	I
SPAIN	LA PALINA	12831	640102			CA005PUT	I
	LA PALINA	12831	640102			CA005PUT	I
	LA PALINA	12831	640102			CA005PUT	I
	LA PALINA	12831	640102			CA005PUT	I
	LA PALINA	12831	640102			CA005PUT	I
	LA PALINA	12831	640102			CA005PUT	I
	LA PALINA	12831	640102			CA005PUT	I
	LA PALINA	12831	640102			CA005PUT	I
	LA PALINA	12831	640102			CA005PUT	I
	LA PALINA	12831	640102			CA005PUT	I

TRADEMARK

SCHEDULE A (as of 88/10/28)

COUNTRY	MARK	REG#	ISSUED	S/N	FILED	DOCKET	S
SWEDEN	ANTONIO Y CLEOPATRA	140751	720922			CD037SXT	I
	ANTONIO Y CLEOPATRA & DESIGN	140750	720922			CD048SXT	I
	DUNCAN MASTERS & DESIGN	120718	670818	3553/66		CC012SXT	I
	LA CORONA IN WHITE WITH CROWN & LEAVES (RED BACKGROUND)	210729	880603	85-4438	850619	CD012SXT	P
	LA CORONA TOP IRON	18678	150915			CD049SXT	I
	ROBTAN	160853	770923			CD030SXT	I
	A Y C	275439	740610			CD051SYT	I
	ANTONIO Y CLEOPATRA & DESIGN	272202	740319			CD037SYT	I
	ANTONIO Y CLEOPATRA TOP IRON	272609	740319			CD048SYT	I
	H.S. CABANAS Y CARBAJAL & MONOGRAM DESIGN	331745	640414			CD059SYT	I
SWITZERLAND	HEBRY CLAY	271442	340705			CD044SYT	I
	LA CORONA TOP IRON	360895	070905			CD067SYT	R
	MIBRELLITOS	356970	050125			CD049SYT	I
	ANTONIO Y CLEOPATRA	273877	750115		740927	CC069SYT	I
	LA CORONA TOP IRON	87378	781129			CD037TUT	V
	A Y C	63251	501010			CD049TUT	I
	ANTONIO Y CLEOPATRA	992587	720524			CD051UKT	I
	ANTONIO Y CLEOPATRA & DESIGN	992110	720515			CD037UKT	I
	ANTONIO Y CLEOPATRA TOP IRON	861215	640305			CD048UKT	I
	ANTONIO Y CLEOPATRA TOP IRON	922518	680315			CD059UKT	I
TURKEY	DOY MARCOS	948801	690911			CC071UKT	I
	DOY MIGUEL	818554	610322			CC073UKT	I
	BREITH MASTERS & DESIGN	8901708	661116	887397	610322	CC074UKT	I
	LA CORONA	416011	210610		661116	CC012UKT	I
	LA CORONA TOP IRON	281636	060403			CD038UKT	I
	MARSELLITOS	1032098	740705			CD049UKT	I
	MATECruz	868633	640828			CC069UKT	I
	PAJMO DEL REY	81055034	770328	1055034	751118	CC082UKT	I
	ANTONIO Y CLEOPATRA	149318	780714			CC047UKT	I
	LA CORONA TOP IRON	209.810	340508			CD037UUT	R
URUGUAY	ANTONIO Y CLEOPATRA	323636	350423	359572	341222	CD049UUT	R
	LA CORONA TOP IRON	996895	741029	9218	731219	CC062UST	I
	1886 AND DESIGN	976222	740108	443422	721211	CD051UST	I
	A Y C	1004356	750211	16708	740322	CD050UST	I
	ACCENTS					CD005UST	I

TRADEMARK

SCHEDULE A (as of 88/10/28)

COUNTRY	MARK	REG#	ISSUED	S/N	FILED	DOCKET	S
USA	AIR-TIPS	715303	610516	103545	600829	CC002UST	I
	AIR-TITE	626743	560515	687895	550519	CA015UST	I
	AIR-OK	386280	410401	437531	401102	CA011UST	I
	AMBIETTO	SR1235549	830419	265043	800605	CC144UST	Q
	ANTONIO Y CLEOPATRA	69342	080609	30006	070916	CD037UST	R
	ANTONIO Y CLEOPATRA & DESIGN	802567	660125	219106	650518	CD048UST	I
	ARANGO Y ARANGO & DESIGN	865622	690304	264664	880830	CC158UST	P
	ASCOT	1271007	840320	403981	821126	CC168UST	I
	AVC SABERS CAMEROON DARK			749280	880830	CC183UST	P
	AVC SABERS CANDELA LIGHT			749279	880830	CC182UST	P
	BACKDOOS	1164008	810804	216107	790517	CC005UST	Q
	BEL FRANKLIN	770634	640602	172372	630703	CC006UST	I
	BLACK 'N BURLLEY	1329978	850409	462191	840123	CA045UST	I
	BOCK Y CA	137155	201123	129444	200309	CD040UST	I
	BRAWTS	1445521	870630	617411	860829	CD003UST	I
	BULLEET BLEND			738563	880707	CC175UST	P
	CANNAS	678758	590519	57251	580815	CD047UST	I
	CANNOS	1050221	761012	67625	751031	CD007UST	I
	CAJUTAN DE TUEROS	1425062	870113	589873	860321	CC103UST	I
	CCZ (STYLIZED) AND DESIGN	814844	660913	221799	650623	CC007UST	I
	CHAMPAGNE (STYLIZED) BLEND	886607	700224	317508	690127	CA023UST	I
	CYBARLET	799288	651123	189871	640330	CC008UST	I
	CRANAL KEY	115608	170227	98718	161017	CD008UST	I
	CRODIALS			682490	870901	CC162UST	P
	CROWN	311750	340403	344493	331206	CD009UST	I
	CRISADERS	1073307	770913	113417	770124	CD013UST	I
	DEMI TASSE	811614	660726	226704	650830	CD014UST	I
	DEMI'S	975796	740101	432543	720811	CD015UST	I
	DEAN DIEGO	769414	640512	168160	630506	CC071UST	I
	DEAN DIEGO & DESIGN	867406	690401	304311	680805	CC072UST	I
	DEAN MARCOS	938507	720725	373982	701022	CC073UST	I
	DEAN MIGUEL	738500	621002	129342	611006	CC074UST	I
	DEAN MIGUEL (PLUS OTHER NOTATIONS) & DESIGN	882737	691223	304310	680805	CC075UST	I
	DEAN CASTLE (STYLIZED)	882741	691223	317506	690127	CA025UST	I

TRADE-MARK

SCHEDULE A (as of 88/10/28)

COUNTRY	MARK	REG#	ISSUED	S/N	FILED	DOCKET	S
USA	DUEBS	965922	730814	432547	720811	CD016UST	I
	DUTCH MASTERS & DESIGN	232114	270830	248954	270513	CC012UST	I
	DUTCH MASTERS (WORDS IN SEMI-CIRCLE)	502797	481012	519569	471115	CC157UST	R
	DUTCH MASTERS NEW DESIGN	1324943	850312	474794	840410	CC013UST	I
	DUTCH TREATS	889636	700421	326505	690506	CC014UST	I
	E-21 OK (STYLIZED) & DESIGN	510169	490531	502717	460524	CA017UST	I
	EL AGUILA DE ORO	381326	400917	431482	400502	CD045UST	I
	EL AGUILA DE ORO & EAGLE DEVICE	136373	201102	129445	200309	CD039UST	I
	EL CID	1444375	870623	592170	860404	CC107UST	I
	EL CID	853059	680723	270748	670505	CC107UST1	R
	EL TORADO	1461257	871013	592169	860404	CC109UST	I
	EL TORO	1440790	870526	595879	860429	CC142UST	I
	EL PRODUCTO	707118	601115	89259	600119	CC015UST	I
	ESPANIT						
	FILIPINATIC	1283574	840626	332919	811016	CC111UST	P
	FILIPINCO (STYLIZED)	788954	650504	201015	640901	CC076UST	I
	FILIPINCO LAS PALMAS			166199	780413	CC068UST	P
	FILIPINCO LAS PALMAS (PLUS OTHER NOTATIONS) & DESIGN	768638	640428	164322	630311	CC077UST	I
	FLAVOR-LOCK	385562	410311	428720	400220	CD017UST	I
	FLOR DE CAMARIAS & DESIGN	892715	700616	314701	681217	CC078UST	I
	FLOR DE LAS PALMAS (PLUS OTHER NOTATIONS) & DESIGN	890788	700512	314699	681217	CC079UST	I
	FLYMASTERS MIXTURE (STYLIZED) & DESIGN	274448	300826	299473	300425	CA046UST	I
	FORD-A-PAK	643425	570402	7183	560426	CC020UST	I
	FRESH LOC	1467669	880726	681960	870901	CC161UST	I
	GALICHO	1326276	850319	477598	840826	CD018UST	I
	GRANDMASTERS	1364830	851008	530370	850403	CD022UST	I
	H CABANAS Y CARBAJAL & MONOGRAM DESIGN	313205	340522	346765	340131	CD044UST	I
	H SUTLIF	830096	670613	262103	670109	CA007UST	I
	HAWESTER	420413	460409	487996	450905	CC025UST	I
	HEDLINE	509880	490517	536924	471006	CC026UST	I
	HEINE'S BLEND PLUS OTHER NOTATIONS & DESIGN	249891	281120	268251	280618	CA002UST	R
	HEINE'S CAVENDISH & DESIGN	780875	641201	188038	640305	CA004UST	R
	HUBB-LOC	1498589	899802	681958	870901	CC028UST	I
	IRIS AND THREE STAR DESIGN	1162135	810721	209596	790330	CC171UST	I
	IRIS BUDGET BLEND	1326273	850319	433670	830807	CC172UST	I

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SCHEDULE A (as of 88/10/28)

COUNTRY	MARK	REG#	ISSUED	S/N	FILED	DOCKET	S
USA	LA AZORA	313943	340612	345709	340106	CC030UST	I
	LA CAROLINA	1421387	861216	595926	860429	CD075UST	I
	LA CORONA	92892	130805	623222	120321	CD038UST	I
	LA CORONA LID LABEL	528782	500808	575054	490308	CD046UST	I
	LA CORONA SCEPTERS LIGHT & DESIGN	1369398	851105	492286	840730	CD010UST	I
	LA CORONA TOP IRON	163335	230109		CD049UST	CD049UST	I
	LA CORONA WHIFFS WITH GOLD CROWN & BLACK/GOLD BACKGROUND	1370472	851112	492287	840730	CD077UST	I
	LA CORONA WHIFFS WITH WHITE CROWN & WHITE/GOLD BACKGROUND	1369397	851105	492285	840730	CD011UST	I
	LA CORONA WITH CROWN & SWORDS IN CIRCLE	862283	681224			CD076UST	R
	LA FLOR DE HENRY CLAY TOP IRON	137156	201123	129446	200309	CD041UST	I
	LA FLOR DE LA ROMANA	1003823	750204	7372	731127	CC031UST	I
	LA INSULAR	790928	650615	201522	640909	CC080UST	I
	LA MANCHA	859579	681105	293022	680312	CC033UST	R
	LA PALINA	420414	460409	487997	450905	CC066UST	I
	LA ROMANA					CC166UST	O
	LA TIE 'N HILD					CC181UST	O
	LOMERA	507005	490222	542446	471126	CC035UST	R
	MAE TAVISH (STYLIZED) & DESIGN	882742	691223	317507	690127	CA024UST	I
	MALAGUENA	1173548	811013	218383	790604	CC036UST	I
	MAMAUDE	947817	721128	404336	711005	CC037UST	I
	MISURE NO. 79	1034995	760302	15917	740314	CA040UST	I
	MISURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	510678	490607	546884	480113	CA005UST	I
	MONTICRUZ	856364	680910	201521	640909	CC082UST	R
	MONTICRUZ (PLUS OTHER NOTATIONS) & DESIGN	869286	690513	306428	680903	CC083UST	I
	MOTIEL	502152	480914	536923	471006	CC041UST	R
	MOTIEL MATES	1321179	850219	469729	840312	CC065UST	I
	MOTIEL SHEET	1,311,345	841225	73/458175	831222	CC064UST	I
	MOTIEL WOMAN HEAD DESIGN	683556	590818	38433	571007	CC061UST	I
	MURKOD	1032484	760203	13978	740221	CA035UST	I
	MURKOD Design	1227742	830215	221283	790626	CA036UST	O
	MURKOD 79	1034996	760302	16344	740319	CA041UST	I
	MURKOD 79	660509	580415	31922	570613	CC043UST	I
	MURKOD 79	509440	490503	552310		CC149UST	I
	MURKOD 79	819406	661129	234179	651208	CC045UST	I
	MURKOD 79	636126	561023	3842	560305	CC046UST	I

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TRADEMARK

SCHEDULE A (as of 88/10/28)

COUNTRY	MARK	REG#	ISSUED	S/N	FILED	DOCKET	S
USA	PODERHORN	1410836	860923	585737	860303	CC123UST	I
	PELUDE			749281	880830	CC159UST	P
	PERINO DEL REY	221461	261130	235036	260724	CC047UST	I
	RAMJERS	816883	661018	233049	651122	CD029UST	I
	RIES' THREE STAR MIXTURE AND 3 STAR DESIGN	812867	660816	211899	650212	CC172UST	I
	ROBERS (STYLIZED)	631565	560731	700899	551230	CA064UST	I
	ROK-TAN	734058	620710	130996	611031	CD030UST	I
	RTO	862285	681224	302022	680705	CA020UST	R
	RYD FILTERMATIC (STYLIZED) & DESIGN	886611	700224	329318	690606	CA021UST	I
	RYO FILTERMATIC (STYLIZED) & DESIGN	889594	700421	329317	690606	CA022UST	I
	SANTA YNEZ	1349904	850716	468362	840302	CC049UST	I
	SIBONEY	901415	701027	239671	660225	CC050UST	I
	SLIDE-LOK (STYLIZED)	519554	500110	502719	460524	CA031UST	I
	SOLERA	1442389	870609	627585	861030	CC098UST	I
	STERLING	598071	541116	612141	510402	CA012UST	I
	SUNLIF PRIVATE STOCK PLUS OTHER NOTATIONS & DESIGN	1172530	811006	243506	791219	CA001UST	I
	TALK	932106	720411	388641	710408	CC170UST	I
	TALK SHIPS	1065414	770510	101427	760928	CC169UST	I
	THREE STAR BANNER LITE			738548	880707	CC178UST	P
	THREE STAR DUTCH			738590	880707	CC177UST	P
THREE STAR EBONY	1206786	820831	106142	761110	CC175UST	O	
THREE STAR ROYAL			738549	880707	CC176UST	P	
TOL VALUE	1411593	860930	592215	860404	CC132UST	I	
TUGROS	854012	680806	279109	670825	CC055UST	R	
VIRAGE	323635	350423	359573	341222	CC058UST	I	
WALFIS			615543	860819	CD004UST	P	
WONDER BLEND	1439449	870512	620698	860918	CC143UST	I	
ANTONIO Y CLEOPATRA & DESIGN	121-274-F		7579-83	830912	CD048VET	P	
MIXTURE NO. 79	114065-F	850923	7238	810820	CA040VET	I	

Schedule B to the
Trademark Collateral Assignment
of CCC

Licenses of Owned Trademarks

1. Sales and License Agreement with Iwan Ries & Company, dated March 31, 1988.
2. Spanish distribution contract between Consolidated Cigar Corporation and Tabacalera, S.A.
3. License from Tabacalera de Garcia Limited to Compania Insular Tabacalera, S.A. of Western Hemisphere marks including the United States, dated July 31, 1980.
4. License from Tabacalera de Garcia Limited to Compania Insular Tabacalera, S.A. of worldwide trademarks excluding Spanish registrations, dated October 1, 1981.
5. License from Compania Insular Tabacalera, S.A. to General de Tabacos, S.A., of the trademark DON MIGUEL worldwide except the United States, dated June 2, 1981.
6. Distribution agreement with SEITA, the French government tobacco monopoly, for products sold under various marks.
7. Manufacturing Agreement between American Cigar Division of American Brands, Inc. and AGIO Sigarenfabrieken, N.V.
8. Various consent agreements, e.g., with Liggett regarding EL DORADO and EL PRO; with Faberge regarding BRUTS; and with Century Tobacco regarding the Sailboat Design mark.
9. Tabacalera de Garcia, Ltd. and 936 Newco, Inc. are subsidiaries of CCC and are or may be licensed to use CCC's owned Trademarks and/or Trademark Registrations as necessary and appropriate to the business activities of CCC and its subsidiaries.

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TRADEMARK

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SCHEDULE C (as of 88/10/28)

COUNTRY	MARK	REG#	ISSUED	S/N	FILED	DOCKET	S
ARGENTINA	H. UPMANN & SUNBURST DESIGN MONTE CRISTO & DESIGN	966825/2 954695	800321 1959		790808	CBQ INT	I
AUSTRALIA	POR LARRANAGA & DESIGN	A36694	230802			CBQ INT	I
BENELUX	H. UPMANN H. UPMANN & MEDALS DESIGN H. UPMANN & OVAL DIAMOND DESIGN H. UPMANN & SUNBURST DESIGN	350995 107130 108282 108283	781006 711231 711231 711231	623624	780321	CBQ INT	R
BOLIVIA	POR LARRANAGA & DESIGN H. UPMANN	106585 97899	801231 371129/370412			CBQ INT	I
CANADA	H. UPMANN & SUNBURST DESIGN MONTE CRISTO POR LARRANAGA & DESIGN	29562-A N.S. 20/5888 205/44969	820122 350817 281018	586329	870617	CBQ INT	P
CHILE	H. UPMANN & SUNBURST DESIGN MONTE CRISTO MONTE CRISTO	219096 313902 54560	781228 861003 780830		780912	CBQ INT	V
COSTA RICA	MONTE CRISTO	19848	790703			CBQ INT	R
CYPRUS	H. UPMANN & SUNBURST DESIGN	157/1937	370220			CBQ INT	I
DENMARK	MONTE CRISTO & DESIGN	412/1947	470322			CBQ INT	I
DOMINICAN REP	H. UPMANN MONTE CRISTO POR LARRANAGA					CBQ INT	O
FRANCE	H. UPMANN & SUNBURST DESIGN MONTE CRISTO & DESIGN POR LARRANAGA & DESIGN	1373610 1398605 1369502	361231 610421 460711			CBQ INT	O
GERMANY	MONTE CRISTO & DESIGN MONTE CRISTO POR LARRANAGA	1,074,403	850304	C 33543/34 WZ C 32929/34 WZ	840309	CBQ INT	P
GIBRALTAR	H. UPMANN & SUNBURST DESIGN	2688 (UK134933)	751020			CBQ INT	O
GREECE	H. UPMANN & SUNBURST DESIGN MONTE CRISTO	64120 64121	810518 810518	64120	790806	CBQ INT	I
GUATEMALA	H. UPMANN & SUNBURST DESIGN	20878	690718			CBQ INT	I
HONDURAS	H. UPMANN & SUNBURST DESIGN MONTE CRISTO & DESIGN	16179 16178	691001 691001			CBQ INT	I
HONG KONG	H. UPMANN & SUNBURST DESIGN	137/1937	370202			CBQ INT	I

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SCHEDULE C (as of 88/10/28)

COUNTRY	MARK	REG#	ISSUED	S/N	FILED	DC	CLASS
HUNGARY	H. UPPMANN & SUNBURST DESIGN	110969	680320				870121
	MONTE CRISTO & DESIGN	120322	780422				870121
INDIA	H. UPPMANN	10749	430113				870121
IRELAND	H. UPPMANN & SUNBURST DESIGN	42895	671118				870121
	MONTE CRISTO	49915	640419				870121
ISRAEL	H. UPPMANN			65404			870121
	MONTE CRISTO			65405			870121
	FOR LARRANAGA			65406			870121
ITALY	H. UPPMANN	361833	850703				870121
	H. UPPMANN & SUNBURST DESIGN	235184	480811				870121
	MONTE CRISTO	361832	850703				870121
	MONTE CRISTO & DESIGN	228270	480520				870121
JAMAICA	H. UPPMANN & SUNBURST DESIGN	5135	620409				870121
	MONTE CRISTO & DESIGN	5134	480409				870121
	MONTE CRISTO & DESIGN	253/562,504	770902				870121
JERSEY ISLAND	H. UPPMANN & SUNBURST DESIGN	9928	790115				870121
KUWAIT	H. UPPMANN	38552	800326				870121
LEBANON	MONTE CRISTO	24275/328	750224				870121
LIBERIA	H. UPPMANN & SUNBURST DESIGN	2646	520126				870121
NETH ANTILLES	MONTE CRISTO	4048	600414				870121
NIGERIA	MONTE CRISTO	25373	750403				870121
NORWAY	H. UPPMANN & SUNBURST DESIGN	24779	370209				870121
	MONTE CRISTO	36022	471028				870121
OAPI	H. UPPMANN	18193	780607				870121
	MONTE CRISTO	65027/14989	750410				870121
PANAMA	H. UPPMANN & SUNBURST DESIGN			35477			840403
PARAGUAY	H. UPPMANN & SUNBURST DESIGN	128285	671227				840403
	MONTE CRISTO & DESIGN	128286	671227				840403
PORTUGAL	H. UPPMANN & SUNBURST DESIGN	143985	480412				840403
	LARRANAGA	141086					840403
	MONTE CRISTO & DESIGN	141197	471125				840403
	FOR LARRANAGA						840403
ROMANIA	H. UPPMANN & SUNBURST DESIGN	2759	370215				840403
SAUDI ARABIA	H. UPPMANN & SUNBURST DESIGN	86/70	810701				840403
	MONTE CRISTO	86/71	780409				840403

TRADEMARK

SCHEDULE C (as of 88/10/28)

COUNTRY	MARK	REG#	ISSUED	S/N	FILED	DC	FILE	S
SIERRA LEONE	MONTE CRISTO	9936	751104			CB0	SMT	I
SINGAPORE	H. UPMANN	5/2932	390718			CB0	SUJ	I
	MONTE CRISTO & DESIGN	14136	510815			CB0	SMT	I
SOUTH AFRICA	H. UPMANN & SUNBURST DESIGN	102/37	370120			CB0	SOT	I
	MONTE CRISTO & DESIGN	19436	360213			CB0	SOT	I
SPAIN	H. UPMANN & SUNBURST DESIGN	115011	420302			CB0	SST	R
	MENENDEZ Y GARCIA	500196	670906			CB0	SSI	R
	MONTE CRISTO & DESIGN	105318	350911			CB0	SSI	R
	POR LARRANAGA & DESIGN	123004	421118			CB0	SSI	R
SWEDEN	H. UPMANN & SUNBURST DESIGN	48168	370524			CB0	SSJ	R
SWITZERLAND	H. UPMANN	295079	780109			CB0	SSJ	R
	MONTE CRISTO	334442	840524	2966	840524	CB0	STL	I
	MONTE CRISTO & DESIGN	219964	660509			CB0	STL	I
	MONTE CRISTO & DESIGN	334660	840524	2967	840524	CB0	STL	I
	POR LARRANAGA	295078	780228			CB0	STL	I
	POR LARRANAGA & DESIGN	291381	570513			CB0	STL	I
THAILAND	H. UPMANN & SUNBURST DESIGN					CB0	STL	I
	MONTE CRISTO					CB0	STL	I
TUNISIA	MONTE CRISTO	286	731108			CB0	STL	I
UK	H. UPMANN & SUNBURST DESIGN	13493	1877-1020			CB0	STL	I
	MONTE CRISTO & DESIGN	562504	350827			CB0	STL	I
	POR LARRANAGA & DESIGN	514227	300702			CB0	STL	I
	POR LARRANAGA & MEDALS DESIGN	514224	300702			CB0	STL	I
	POR LARRANAGA (WORDS & VARIOUS DESIGNS)	14465	300320			CB0	STL	I
	POR LARRANAGA DESIGN (MEDALS & HAVANA)	514226	300702			CB0	STL	I
	POR LARRANAGA HABANA & FIGURES DEVICE	514225	300702			CB0	STL	I
URUGUAY	H. UPMANN - 9 LABEL DESIGNS	172688	500719			CB0	STL	I
	MONTE CRISTO					CB0	STL	I
USA	H. UPMANN & SUNBURST DESIGN	89518	121217			CB0	STL	I
	MONTE CRISTO	1173547	811013			CB0	STL	I
	MONTE CRISTO & DESIGN	332324	360211			CB0	STL	I
	POR LARRANAGA	1133823	800422			CB0	STL	I
	POR LARRANAGA & MEDALS DESIGN	277130	301104			CB0	STL	I
	POR LARRANAGA (WORDS & VARIOUS DESIGNS)	277131	301104			CB0	STL	I
	SUNBURST DESIGN					CB0	STL	I

TRADEMARK

SCHEDULE C (as of 88/10/28)

COUNTRY	MARK	REG#	ISSUED	S/N	FILED	CLASS	STATUS
USA	SWORD DESIGN	1459466	870929	643099	870205	CB	1
VENEZUELA	H. UPMANN	24241	510315			CB	1
ZIMBABWE	H. UPMANN & SUNBURST DESIGN	900/67	670925			CB	R
ZZ-USA	OLD GRAND-DAD AND DESIGN	987217	740702	461696	730629	CB	1

All marks are used under license from CCB, except the last listed mark, i.e., OLD GRAND-DAD, which is used under license from National Distillers.

SCHEDULE D
To Trademark Collateral Assignment Of CCC

Third Party Claims and Litigation Involving Trademarks

Opposition to Cubatabaco MONTE CRISTO Application

On March 27, 1987, Empresa Cubana del Tabaco (Cubatabaco) filed an application for registration in the United States of the trademark MONTE CRISTO in International Classes 3, 16 and 24 for a wide variety of goods. The application is based upon three Cuban Trademark Registrations which were issued on March 24, 1986.

The U.S. application was published for opposition on February 23, 1988, and an opposition was filed by CCC on June 22, 1988. By a letter dated August 11, 1988, CCC was informed that the opposition proceeding had been instituted by the Patent and Trademark Office (PTO). A Motion to Strike has been filed by Cubatabaco. A response from CCC is due to be filed no later than November 3, 1988.

The "English Corona" Matter

CCC has been accused by General Cigar Corp. ("General") of violating General's purported trademark rights in the term "English Corona" for use with cigars. Those charges of trademark infringement were asserted originally by General in correspondence dated April 27, 1988 along with charges of trade

dress infringement. In subsequent correspondence, General, apparently, dropped its accusation of trade dress infringement, but is maintaining its position that CCC is infringing the "English Corona" mark. However, General has yet to provide evidence, as requested by CCC, that General indeed has protectable rights in the purported mark. CCC's position is that the term "English Corona" is merely a size designation for cigars and, therefore, is merely descriptive in connection with the goods and cannot serve as a trademark in connection with those goods.

General has filed a trademark application and will likely pursue charges against CCC if registration of the "English Corona" mark is obtained. CCC is preparing a protest to that application.

The WHIFFS Matter

General Cigar Corp. ("General") announced its intention to market a "WHIFF." An application was filed by CCC to register the term "WHIFFS" as a trademark in the United States for cigars. CCC informed General that CCC will take legal action against General with respect to the WHIFFS mark as soon as a registration can be procured.

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General filed a protest letter in the PTO relating to CCC's WHIFFS application, presenting evidence to the PTO that WHIFFS is a term having a generic meaning as a small cigar and, therefore, is not protectable as a trademark in connection with cigars. General's protest resulted in a rejection of the WHIFFS application. CCC has responded to the rejection. CCC's response is presently under consideration by the PTO.

Opposition to H. Irwin Registration of MONTE CRISTO

Harry Irwin, Inc., a clothing manufacturer, filed trademark application Serial No. 539,412 on May 24, 1985 for the mark "MONTE CRISTO" for men's clothing. The application matured into Registration No. 1,435,633. In an effort to maintain complete control over the MONTE CRISTO mark, even in connection with goods which are not directly related to cigars, on April 6, 1988, CCC proposed to Harry Irwin that the registration be assigned by Irwin to CCC with a license back to Irwin to use the mark in connection with men's clothing. Negotiations are continuing in an effort to reach mutually agreeable terms for such a transaction.

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TRADEMARK

Overview of CCB's Position in Cuban Government Dispute
as of October 27, 1988

Set forth below is an overview of the worldwide trademark position of Cuban Cigar Brands ("CCB") as relates to its disputes with the Cuban Government.

Up until 1960, Cuban companies named Menendez, Garcia y Compania, Limitada ("Cuban MG&C") and Por Larranaga Fabrica de Tabacos, S.A. ("Cuban PL") were engaged in the business of manufacturing cigars in Cuba and selling them throughout the world. Cuban MG&C's two most famous brands were MONTE CRISTO and N. UPMANN. Cuban PL's most famous brand was POR LARRANAGA.

In 1960, the Castro government in Cuba "intervened" the assets of these companies. By this it is meant that the Cuban government appointed representatives to run the companies, in essence seizing the assets and the management of the companies. The decree of intervention (Labor Ministry Resolution No. 20260, dated September 15, 1960, under the authority of Laws Nos. 647 and 843) purported to subrogate appointed interventors to all of the rights and entitlements of the owners, including the rights "to represent the Enterprises legally in and outside of court." The owners of the companies fled Cuba.

The Cuban government continued to manufacture cigars under the marks and ship them throughout the world including the United States. Shipments to the United States, however, were halted when the United States placed a total embargo on trade with Cuba in February, 1962. At about the same time, litigations were commenced in the United States by the former owners of the Cuban MG&C and Cuban PL. These litigations dragged on for many years and resulted in a number of holdings among which were that the former owners of the Cuban MG&C and Cuban PL were entitled to the ownership in the United States of the trademarks registered to the Cuban MG&C and Cuban PL. The United States courts held that United States law would be applied to determine who were the proper owners of trademarks which had a situs in the United States and that the courts did not feel bound to give an extraterritorial recognition to the act of the Cuban government in appointing interventors and appropriating to itself the assets of the companies intervened. In essence, under United States law, it was clear that the former owners of the Cuban MG&C and Cuban PL could, insofar as the United States trademark rights of the Cuban MG&C and Cuban PL were concerned, deal with the trademark rights as if they were the owners of the rights.

In June, 1976, the former owners of the Cuban MG&C sold to CCB all their worldwide rights in and to the trademarks MONTE CRISTO and N. UPMANN. The former owners of the Cuban MG&C had authority to transfer and represented that they had good title to the marks except for possible claims by the Republic of Cuba or entities controlled by the Republic of Cuba. In December, 1977, CCB similarly acquired the worldwide rights of the former owners of Cuban PL to the

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TRADE MARK

POR LARRANAGA trademark. Thereafter, CCB proceeded to record assignments executed by the former owners transferring into its own name the worldwide registrations for the MONTE CRISTO, H. UPMANN and POR LARRANAGA trademarks. As an outgrowth of these efforts, a number of lawsuits were initiated in foreign countries between the Cuban government and CCB to address who are the rightful owners of the MONTE CRISTO, H. UPMANN and POR LARRANAGA trademarks. Still further lawsuits are presently contemplated by CCB as discussed below.

PORTUGAL:

The first two lawsuits were commenced in Portugal by the Cuban government challenging the assignment to CCB of the Portuguese MONTE CRISTO and H. UPMANN registrations. Despite the confidence of CCB's Portuguese counsel, the Cuban government prevailed at the trial level in the MONTE CRISTO litigation, the court finding that the registration should not have been assigned to CCB. Subsequently, for what the associates characterize as invalid political reasons, the trial court decision was upheld by the appellate court. The matter is now on appeal to the Portuguese Supreme Court. The trial court in the H. UPMANN litigation has not yet rendered a decision. CCB's Portuguese counsel remains confident of ultimate success in both litigations.

New pleadings have recently been filed by the Cuban government. A further reply to the Supreme Court on behalf of CCB is now in preparation.

It appears that the POR LARRANAGA mark may be available for registration by CCB. Further investigation of this point and, if possible, filing of an appropriate trademark application is being undertaken.

SPAIN:

In Spain, attempts by the Cuban government to assign the registrations of Cuban MG&C and Cuban PL and other intervened companies to Cuban government entities were unsuccessful. The Courts held that the Cuban government was not entitled to affect such transfers.

Assignment of the MONTECRISTO, H. UPMANN and POR LARRANAGA registrations to CCB have subsequently been recorded. Further, the registrations for the H. UPMANN and MONTECRISTO marks have been renewed by CCB despite protests by the Cuban government. A petition to renew the POR LARRANAGA registration on an expedited basis has been filed by CCB.

Use has been made of all three marks in Spain (specifically, the Canary Islands) to strengthen CCB's position.

CCB intends to shortly notify Cubatabaco and Tabacalera, S.A. that they are infringing CCB's proprietary rights in the H. UPMANN and MONTE CRISTO marks in Spain and will endeavor to take appropriate

SWITZERLAND:

A third action was brought by the Cuban government in Switzerland seeking to set aside an assignment to CCB of the Swiss registration for MONTE CRISTO. The Swiss Court found that the assignment to CCB of the registration for MONTE CRISTO was improper, but only because of a technical defect in the assignment document. The Court indicated that CCB was free to resubmit a correct assignment. Such action is presently being pursued with Swiss counsel.

The possibility of a settlement with the Cubans through the efforts of the Swiss licensee, Burrus, is also being explored. Initial discussions were not immediately fruitful but the matter is still being pursued. The commencement of the legal actions in the US and Spain against Cubatabaco, SEITA and Tabacalera, discussed herein, should strengthen CCB's bargaining position with the Cuban government. Moreover, CCB has authorized representatives of its licensee, Burrus, to advise the Cuban government of the CCB-Burrus license and of the fact that Burrus will be cooperating with CCB in its dispute with the Cuban government.

Presuming the Swiss Trademark Office can be convinced to accept the new assignment documents, the following steps will then be taken:

1. reapplication for deletion of "HABANA"; and
2. initial test marketing of cigarette products by Burrus, with the intention of instigating Cuban attack on reassignment in Federal Court. If Cubans charge infringement, they will have to do so in Boncourt, where the Cubans will suffer a significant "hometown" bias in favor of Burrus.

FRANCE:

In France, the registration for POR LARRANAGA was assigned and an order for POR LARRANAGA products was secured from the French tobacco monopoly SEITA by CCB. The POR LARRANAGA products were shipped by CCB and are presently in SEITA's possession. Before SEITA could distribute the POR LARRANAGA products, the Cuban government filed an objection with SEITA. CCB, indicating it was desirous of "working with SEITA", told SEITA it could hold CCB's cigars until the matter was resolved.

In the meantime, expedited steps were taken to perfect assignment of the MONTE CRISTO and H. UPMANN registrations and use of those brands in France by CCB before filing the response in connection with SEITA. The goal was to complete the steps with respect to MONTE CRISTO and H. UPMANN before responding in connection with POR LARRANAGA since it was thought that such response might provoke legal action by the Cuban government with respect to all brands, and such action prior to perfecting CCB's rights in MONTE CRISTO and H. UPMANN could have a

now been recorded.

As CCB's efforts proceeded to record the MONTE CRISTO assignment, CCB learned that SEITA was itself commencing the manufacture and sale of MINI-MONTECRISTO products. After CCB recorded an assignment

of the French MONTECRISTO and H. UPMANN registrations, it made offers for sale of products under these brands to SEITA.

A response was then filed with SEITA insisting that SEITA sell CCB's POR LARRANAGA products. Additionally, CCB, in its response, not that it had been assigned the French registrations for MONTECRISTO and H. UPMANN and insisted that SEITA respect such rights as well by carrying only CCB products and stop manufacturing its own MINI-MONTECRISTO products until a license from CCB was obtained. SEITA has refused to honor CCB's rights and the Cuban government has sued CCB in two separate actions (one involving MONTECRISTO and H. UPMANN and the other involving POR LARRANAGA alone) challenging the assignments and charging infringement.

A counterattack by CCB was delayed until:

- a. appellations of origin in registrations were removed;
- b. applications for renewal of registrations were allowed (held up for a time by the French Trademark Office, considering appropriateness of renewal applications by two parties, possibly at the urging of Cuban government or SEITA); and
- c. the renewals were published.

Counterattacks have now been served on:

- a. Seita;
- b. Cubatabaco;
- c. Coprova; and
- d. the various expropriated Cuban companies.

Rejoinder by the other side and a reply by CCB have been filed. Pleadings closed on October 27, 1988. Trial has been set for December 8, 1988. There is no discovery of the type permitted in the U.S.

The lawsuit of the Cubans is defective for several reasons previously outlined in correspondence from French counsel. Therefore, an attack on the Cuban's lawsuit, which will hopefully result in dismissal of all but one count of their lawsuit has been filed.

Paris courts remain very busy. Unavoidable delays "cost us" a year. It is expected that trial will not take place for a year.

WEST GERMANY

There exist MONTECRISTO and H. UPMANN registrations in the name of the Cuban government. These registrations are assignments of the earlier Menendez registrations. A registration was secured for MONTECRISTO by CCB. Additionally, CCB filed applications for MONTECRISTO, HABANA and H. UPMANN. CCB's registration and applications were opposed by the Cuban government.

Such oppositions were decided in CCB's favor as regards MONTECRISTO on the grounds that the Cubans have not used the marks for the goods in question. The Cubans have filed appeals from the adverse decisions. CCB intends to try to forestall a further decision, to

thereby maintain a bargaining position vis-a-vis the Cuban government. This effort will be undertaken for the least possible cost.

Through German counsel we have investigated the possibility of asserting MONTECRISTO is a free-mark, i.e., that the Cuban government can't claim exclusivity to it and oppose CCB registrations, particularly as relates to cigarettes. They have concluded, however, that while MONTECRISTO was a free mark in the early 1900's, this is no longer the case as rights therein were re-established by the Cuban government. Nevertheless, one possibility being explored is registering MONTE CRIS with another arbitrary term.

The H. UPMANN mark is also presently registered by H. Upmann & Co. of Bremen. Thus, even if CCB successfully overcame the attack of the Cuban government, that would still leave the problem of H. Upmann Co. of Bremen.

The trademark POR LARRANAGA is registered in the name of the Cuban government. We have not ascertained if the registration is subject to attack.

U.S.

CCB intends to shortly notify Cubatabaco and SEITA that they are infringing CCB's proprietary rights in the MONTECRISTO mark in the US as a result of SEITA's efforts vis-a-vis MINI-MONTECRISTO.

SETTLEMENT POSTURE:

Since 1960 the Cuban government has been shipping MONTE CRISTO, H. UPMANN and POR LARRANAGA cigars throughout the world, except to the United States after 1962. During the same period of time, i.e., from 1960 up until shortly after the purchase of the brands by CCB in June, 1976, the former owners were not manufacturing and shipping MONTE CRISTO, H. UPMANN and POR LARRANAGA cigars. After June, 1976, certain companies controlled by Gulf + Western Industries and acting under license from CCB began to manufacture and ship MONTE CRISTO, H. UPMANN and POR LARRANAGA cigars. The MONTECRISTO and H. UPMANN cigars were initially manufactured in the Canary Islands of Spain, but are now manufactured in the Dominican Republic. The POR LARRANAGA cigars have always been made in the Dominican Republic. Only minimal shipments have been made to foreign markets each year. The delayed reintroduction and slow sales growth by the former owners and their assignee, CCB, has been an argument raised in litigations as supposed evidence of abandonment. No court has yet accepted such argument.

Cuban government through a negotiated settlement, a license was secured from the U.S. government to negotiate with the Cuban government.

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OTHER LICENSEES:

As a result of the aforementioned efforts, and in acknowledgement of CCB's rights, Burrus Holding S.A., a Swiss cigarette manufacturing company, in 1984 sought out and was granted a license by CCB under the MONTE CRISTO brand.

CUBAN GOVERNMENT ANCILARY ACTIVITIES:

The Cuban government, presumably as an outgrowth of the disputes with CCB and its recognition that the MONTE CRISTO mark may become a valuable licensing property as a result of the planned activities of Burrus, has started to seek worldwide trademark registrations for MONTE CRISTO for non-tobacco products. The latest, most objectionable instance was its attempt to secure a U.S. registration. An opposition to this U.S. application has been filed on behalf of CCB.

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