

05-25-1999

TRADEMARKS ONLY

Patent and Trademark Office

X463-282



of Patents and Trademarks: Please record the attached original documents of copy hereafter

101045040

MLD 5-10-99

Agio Sigarenfabrieken N.V.

- Individual(s)
- General Partnership
- Corporation-State
- Other Public Limited Company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other License Agreement
- Merger
- Change of Name

Execution Date: April 7, 1999

2. Name and address of receiving party(ies)

Name: Balmoral Cigar Company

Internal Address: 560 Thompson Center

Street Address: Ct. STE. 400, Tampa, FL

City: _____ State: _____ ZIP: 33634

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

75/275,376

TM

B. Trademark Registration No.(s)

539,932
1,032,485

Additional numbers attached? Yes No

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

Name: H. John Campaign

Internal Address: The Bar Building
Suite 1300

Street Address: 36 West 44th Street

City: New York State: NY ZIP: 10036-8178

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

05/24/1999 DMSUYEN 00000211 539932

01 FC:481 40.00 OP
02 FC:482 50.00 OP

9. Statement and signature.

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

H. John Campaign
Name of Person Signing

Signature

May 5, 1999

Date

Total number of pages including cover sheet, attachment, and document: 6

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

TRADEMARK
REEL: 001900 FRAME: 0866

L I C E N S E A G R E E M E N T

This Agreement is made by and between Agio Sigarenfabrieken N.V., a Netherlands Public Limited Company, organized and existing under the laws of the Kingdom of Netherlands, having a business address of Wolverstraat 3, 5525 AR Duizel, The Netherlands (hereinafter "Agio"), and Balmoral Cigar Company, a corporation, organized and existing under the laws of the State of Florida, having a business address of 5602 Thompson Center CT. STE. 400, Tampa, Florida 33634, U.S.A. (hereinafter "BCC").

WITNESSETH:

WHEREAS, Agio is the owner of the trademark BALMORAL for tobacco products and the following registrations and applications therefor (hereinafter, collectively referred to as "the Balmoral Marks"):

BALMORAL MARCA SELECTA & Castle Design	Reg. No. 539,932	March 27, 1951
BALMORAL & Castle Design	Reg. No. 1,032,485	February 3, 1976
ROYAL SELECTION BALMORAL & Castle Design since 1895	Ser. No. 75/275,376	April 15, 1997;

and

WHEREAS, BCC desires to use the Balmoral Marks in the United States for tobacco

products which are manufactured by Agio Caribbean Tobacco Company Ltd (hereinafter "ACTC") in St. Pedro de Macoris, Dominican Republic and exported to BCC for distribution in the United States; and

WHEREAS, Agio, BCC and ACTC are wholly owned subsidiaries of Agio Beheer B.V. in the Netherlands and, therefore, are affiliated companies.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings of the parties hereto, it is agreed as follows:

1. BCC acknowledges Agio's exclusive ownership of the Balmoral Marks in the United States and the validity of the aforesaid registrations thereof and application therefor.
2. Agio grants unto BCC an exclusive license and right to use the Balmoral Marks in the United States for tobacco products, namely, cigars, subject to Agio's control over the nature and quality of the goods and the labeling, packaging and advertising therefor.
3. All such labeling, packaging and advertising displaying or referring to the Balmoral Marks shall be subject to the written approval of Agio prior to being used in the United States.
4. This agreement shall automatically terminate if BCC ceases to be the exclusive distributor of the goods identified and distinguished by the licensed Balmoral Marks in the United States.
5. This agreement may be terminated at any time and without cause by either party upon giving to the other party ninety (90) days prior notice of termination in writing.
6. In the event of termination of this agreement, BCC shall immediately discontinue using

"Balmoral" in its corporate name and shall record a change of name with the Secretary of State of the State of its incorporation.

7. This agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, assigns and any related companies under their control.


8. This agreement shall be construed under and governed by the laws of the State of New York, U.S.A., without recourse to its conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed by their duly authorized officers or directors in the presence of Attesting Witnesses with retroactive effect from April 1, 1997.

AGIO SIGARENFABRIEKEN N.V.



Attesting Witness

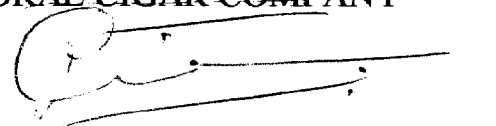
By 

Name: M.J. Jansen
Title: Director
Date: 07-04-1999

BALMORAL CIGAR COMPANY



Attesting Witness

By 

Name: J.A.M. Wintermans
Title: Director
Date: 07-04-1999