FORM PTO-1618A Expires 06/30/99 OMB 0651-0027 U.S. Department of Commerce Patent and Trademark Office TRADEMARK

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 Conveyance Type
X New Assignment License
Resubmission (Non-Recordation) Security Agreement Nunc Pro Tunc Assignment
Document ID # Effective Date
Correction of PTO Error Merger Month Day Year
Reel # Change of Name
Corrective Document
Reel # X Other Relinquishment of Security Internest
Conveying Party Mark If additional names of conveying parties attached Execution Date Month Day Year
Name Lancaster Leaf Tobacco Company of Pennsylvania, Inc. June 23, 1997
Formerly
Individual General Partnership Limited Partnership X Corporation Association
Association Association
Other
Citizenship/State of Incorporation/Organization
Receiving Party Mark if additional names of conveying parties attached
Name National Tobacco Company, L.P.
DBA/AKA/TA
Composed of
Address (line 1) 444 Park Avenue South
Address (line 2)
Address (Iline 3) New York New York 10016
City State/Country Zip Code
Individual General Partnership X 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.
Other (Designation must be a separate document from Assignment.)
Citizenship/State of Incorporation/Organization
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Mail documents to be recorded with required cover sheet(s) information to:
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Correspondent		Code and Telephone Number 2	12-310-8957		
Name [Mitchell S. Bompey, Esq.	· · · · · · · · · · · · · · · · · · ·			
Address (line 1)	WEIL, GOTSHAL & MANGES	3 LLP			
Address (line 2)	767 Fifth Avenue				
Address (line 3)	New York, New York 10153	····			
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Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number # 23-0800					
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SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

A. <u>U.S. Trademark Applications</u>

	Trademark	Registration Number	Date Registered
1.	BEECH-NUT	896,764	August 18, 1970
2.	BIG RED	911,726	May 25, 1971
3.	BEECH-NUT	1,208,850	September 14, 1982
4.	BIG RED CHEWING	1,243,062	June 21, 1983
	TOBACCO		,
5.	BULL DESIGN	1,273,038	April 3, 1985
6.	HAVANNA BLOSSOM	1,358,381	September 3, 1985
	FRESHER & TASTIER		. ,
7.	TROPHY THE	1,879,989	February 21, 1995
	SPORTMAN'S CHEW		, ,
8.	ALWAYS FRESH	1,829,554	April 5, 1994
	ALWAYS MOIST	,	• • •
	MOISTUREGARD	,	
	POUCH		
B.	Trade Name		

D. <u>Trade Name</u>

Trade Name Product

NONE

TRADEMARK LICENSES

Name of Agreement Parties Date of Agreement

NONE

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TRADEMARK REEL: 002005 FRAME: 0070

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT dated as of June 23, 1997, by LANCASTER LEAF TOBACCO COMPANY OF PENNSYLVANIA, INC. ("Lancaster").

WITNESSETH:

WHEREAS, Lancaster and National Tobacco Company, L.P. (the "Company") are parties to a certain Trademark Security Agreement dated as of May 17, 1996 (the "Assignment"), pursuant to which the Company granted a security interest in and a collateral assignment of certain trademarks as described in Schedule A attached hereto (collectively, the "Trademarks"), among other things, as security for the Company's obligations to Lancaster;

WHEREAS, the Assignment was recorded in the United States Patent and Trademark Office at Reel 1438, Frame 0045; and

WHEREAS, the Company has requested that Lancaster release its security interest in the Trademarks and reassign the same to the Company, and Lancaster is willing to do so;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Lancaster hereby releases its security interest in and collateral assignment of the Trademarks.
- 2. Lancaster hereby reassigns, grants and conveys to the Company, without any representation, recourse or undertaking by Lancaster, all of Lancaster's right, title and interest, if any, in and to:
 - (a) The Trademarks and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable to or for the benefit to the Company with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith, damages and payment for past, present or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world; and

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TRADEMARK
REEL: 002005 FRAME: 0071

(b) The goodwill of the business associated with and symbolized by the Trademarks.

IN WITNESS WHEREOF, Lancaster has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

LANCASTER LEAF TOBACCO
COMPANY OF PENNSYLVANIA, INC.

Title:

Executive 57

its authorized officer

STATE OF PENNSYLVANIA)

SS.

COUNTY OF LANCASTER)

On this <u>23rd</u> day of June, 1997, before me personally appeared <u>WILLIAM E. POWELL</u>, to me known to be the individual who executed the foregoing instrument and acknowledged to me that he executed the same as the duly authorized officer above designated of Lancaster Leaf Tobacco Company of Pennsylvania, Inc.

Notary Public

My Commission Expires:

MORANGAL SEAL
AMET G. WEITZEL, NOTARY PUBLIC
LANCASTER, LANCASTER COUNTY, PA.
MY COMMISSION ECONES FER. 3, 2000

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RECORDED: 02/14/2000