

MRD 12-20-00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

01-11-2001

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101579572

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
- Change of Name
- Other

Effective Date
Month Day Year
11 20 00

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
11 20 00

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- 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

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. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. 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

TRADEMARK
REEL: 002210 FRAME: 0070

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

#

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2243655"/>	<input type="text" value="2258184"/>	<input type="text" value="2391844"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

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: #

Authorization to charge additional fees: Yes No

Statement and Signature

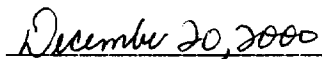
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Beth Kotran, Esq.

Name of Person Signing



Signature



Date Signed

TRADEMARK ASSIGNMENT

This Agreement is by and between OroAmerica, Inc. a Delaware corporation whose principal place of business is located at 443 North Varney Street, Burbank ("Assignor"), and 800~J-R~Cigar, Inc., a New Jersey corporation whose principal place of business is located at 301 Route 10 East, Whippany, New Jersey, ("Assignee").

WHEREAS, Assignor, is the owner of the following trademarks (hereinafter the "Trademarks" that are identified as follows:

1. **ARISTOFF**, U.S. Trademark Registration No. 2,243,655;
2. **CIGARAMERICA**, U.S. Trademark Registration 2,258,184;
3. **FUEGO DEL REY**, U.S. Trademark Registration No. 2,391,844;
4. **ARISTOFF** (Community Trademark Application No. 674275);
5. **FUEGO DEL REY** (Cuban Trademark Registration No.: 127779);
6. **MASTER OF THE UNIVERSE** (Cuban Trademark Application No. 1383);
7. **OPUS X** (Cuban Trademark Registration No. 128589); and
8. **ARISTOFF** (Japanese Trademark Registration No. 4274760).

WHEREAS, Assignee, wished to acquire the entire rights, title, and interest in the Trademarks.

NOW, the parties agree as follows:

1. **Assignment**. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademarks all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks. Assignee agrees to be solely responsible for filing or not filing this assignment for recording with the United States Patent and Trademark Office. In the event of any conflicts or inconsistencies between the assignment and this Agreement, this Agreement shall control.

2. **Consideration.** In consideration for the assignment set forth herein, Assignor shall pay Assignee the sum of one U.S. dollar (\$1.00), the receipt whereof is acknowledged.

3. **Representations and Warranties.** Assignor represents and warrants to Assignee:

(a) Assignor has the right, power and authority to enter into this Agreement;

(b) Assignor, to the best of its knowledge and belief, Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in and to the Trademarks;

(c) The Trademarks are free of any liens, security interests, encumbrances or licenses;

(e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;

(f) This Agreement is valid, binding and enforceable in accordance with its terms; and

(g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

6. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of California. It is further agreed that this Agreement shall be deemed consummated in the State of California.

9. **Binding Agreement.** Without derogating from anything above, the provisions of this Agreement shall be binding and inure to the benefit of the parties, their heirs, successors, assigns, employees, and agents.

10. **Enforcement of Agreement.** The parties agree that venue for any such action or proceeding brought by any party to this Agreement to enforce its rights hereunder, shall be brought exclusively in the State of California, Los Angeles County, and Assignee accepts the jurisdiction of such California courts. Assignee irrevocably waives, in connection with any such action or proceeding, any objection (including without limitation, any objection to venue or based on the grounds of forum non conveniens), that it may have now or hereafter have to the bringing of any such action or proceeding in such respective jurisdiction.

Dated: 12 Dec 01

Dated: November 20, 2000

ASSIGNEE

ASSIGNOR

[Handwritten Signature]
(signature)

[Handwritten Signature]
(signature)

MICHAEL E. COLLETON
(printed name)

GUY BENHAMOU
(printed name)

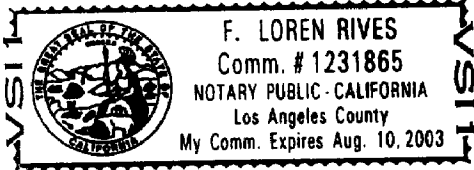
CFO
(Title)

PRESIDENT & C.E.O
(Title)

State of California)

County of Los Angeles) ss:

Before me personally appeared said Guy Benhamou and acknowledged the foregoing instrument to be his free act and deed this 20th day of November, 2000.

(Seal) 

[Handwritten Signature]
Notary Public

GOODWIN, PROCTER & HOAR LLP

COUNSELLORS AT LAW
SEVEN BECKER FARM ROAD
ROSELAND, NJ 07068-1757

TELEPHONE (973) 992-1990
TELECOPIER (973) 992-4643

December 20, 2000

Express Mail Tracking label no. EK499449601 US
Date of Deposition 12/20/00
I hereby certify that this paper or record is being deposited
with the United States Postal Service "Express Mail Post Office
to Addressee" service under 37 CFR 1.10 on the date indicated
above and is addressed to the Assistant Commissioner For
Trademarks, 2900 Crystal Drive, Arlington VA 22202-3513

VIA EXPRESS MAIL

Commissioner of Patents and Trademarks
BOX Assignments
Washington, DC 20231



(Signature of person mailing paper or fee)

Re: Assignment of Trademarks from Oro America, Inc.
to 800 J.R. Cigar, Inc.


Dear Commissioner of Patents and Trademarks:

Enclosed please find for recordation in the Trademark Office, a Trademark Assignment granting an assignments of trademarks by Oro America, Inc. (the "Assignor") in favor of 800 J.R. Cigar, Inc. (the "Assignee"). Please record this Assignment against the records of the Trademark Office for the registration numbers listed on the Assignment.

In connection with the Assignment, please also find the Recordation Cover Sheet and a return postcard. The fee of \$90.00 for filing the Assignment, in addition to any amounts due in excess of the aforementioned amount, should be charged against Goodwin, Procter & Hoar LLP Deposit Account No. 06-0923.

Any questions relating to the enclosed information may be directed to the undersigned.

Very truly yours,


Beth Kotran

BMK:lm
Encls.

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RECORDED: 12/20/2000

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REEL: 002210 FRAME: 0075