



03-14-2001

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



101635544

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.  
Box Assignment, Washington, DC 20231

1. Name of conveying party(ies):  
 MAX ROHR, INC. 2-20-01

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

2. Name and address of receiving party(ies):  
 Name: BERROD-REGAD  
 Internal Address: \_\_\_\_\_  
 Street Address: 2 TER RUE DU PLAN DU MOULIN  
 City 39200 SAINT-CLAUDE State FRANCE ZIP    

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: JUNE 30, 2000

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark registration No.(s) 837,408

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 PENNIE & EDMONDS LLP  
 1155 Avenue of the Americas  
 New York, NY 10036

Attn.: Colleen M. Keegan, Esq.

File No.: 10487-019-999

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00  
 Please charge to the deposit account listed in Section 8.

8. Deposit account number:  
16-1150

DO NOT USE THIS SPACE

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

Colleen M. Keegan, Esq. \_\_\_\_\_ Colleen M. Keegan \_\_\_\_\_ Feb. 20, 2001  
 Name of Person Signing Reg. No. Signature Date

Total number of pages comprising cover sheet: 3

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

## TRADEMARK ASSIGNMENT

WHEREAS, MAX ROHR, INC., with a place of business at 300 Delaware Avenue, Suite 1267, Wilmington, Delaware 19801 (hereinafter "ASSIGNOR"), has adopted and used the trademark JOBEY for smokers' articles, namely, tobacco pipes (hereinafter the "MARK"), and is the owner of the entire right, title and interest in and to the MARK, including United States Federal Trademark Registration No. 837,408 therefor and the common law rights pertaining thereto, and the goodwill of the business symbolized by the MARK and attaching thereto; and

WHEREAS, BERROD-REGAD, a French corporation located at 2 Ter Rue du Plan du Moulin, 39200 Saint-Claude, France (hereinafter "ASSIGNEE"), is desirous of acquiring all of ASSIGNOR's right, title and interest in and to the MARK, together with the registration thereof and the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNOR hereby does assign, transfer and convey, effective as of the date hereof, to ASSIGNEE, its successors, legal representatives and assigns, all of ASSIGNOR's right, title, and interest in and to the MARK (including, without limitation, United States Federal Trademark Registration No. 837,408 therefor), together with the goodwill of that portion of ASSIGNOR'S business symbolized thereby, including without limitation, the right to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to the MARK, or any license, agreement, contract or other matter relating thereto. ASSIGNOR warrants that it has good title to the MARK, free and clear of any liens, pledges, security interests and encumbrances, and has full and complete power and authority to sell, transfer and assign the MARK to ASSIGNEE.

2. ASSIGNOR hereby agrees to authorize and request the Commissioner of Patents and Trademarks of the United States of America, to record the title of ASSIGNEE, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the MARK, together with all goodwill of the business associated with and symbolized by the MARK, and to issue the Certificate of Registration resulting from any such application for registration of the MARK or renewal of any existing registration of the MARK to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNOR agrees that it will execute and deliver, or cause to be executed and delivered, to ASSIGNEE or ASSIGNEE's legal representatives, any other or additional assignments, powers and other appropriate documentation, and take all additional actions, necessary to effectuate, validate and record the Assignment of the MARK to ASSIGNEE with the United States Patent and Trademark Office, under the relevant laws of the United States, within a reasonable time of execution hereof.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of this  
30<sup>th</sup> day of June, 2000.

MAX ROHR, INC.

By: Francis B Jacobs II  
Name: Francis B. Jacobs II  
Title: President

BERROD-REGAD

By: JPB  
Name: Jean Paul Berrod  
Title: President

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RECORDED: 02/20/2001

TRADEMARK  
REEL: 002250 FRAME: 0982