



05-18-2001



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J.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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P.C.

To the Honorable Commissioner of Patents and Trademarks.

original documents or copy thereof.

1. Name of conveying party(ies):

J.C. Newman Cigar Company

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

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

2. Name and address of receiving party(ies):

Name: Fuente & Newman Premium Cigars Limited, Incorporated

Address: P.O. Box 76219
Tampa, Florida 33605

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

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

3. Nature of Conveyance:

5-14-01

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

Execution Date: _____

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

A. Trademark Application No.(s)

75/926,011

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Jordan S. Weinstein, Esquire
OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
Attorneys at Law
Fourth Floor
1755 Jefferson Davis Highway
Arlington, Virginia 22202

OSMMN Ref: 9943-0072/0073-56

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): . . . \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 15-0030
(Attach duplicate copy of this page if paying by deposit account)

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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.

Jordan S. Weinstein
Name of Person Signing

Signature

May 14, 2001
Date

405

Total number of pages including cover sheet, attachments, and document: 3

OMB No. 0651-0011 (exp. 4/94)

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ASSIGNMENT

WHEREAS, J.C. NEWMAN CIGAR COMPANY, a corporation organized under the laws of Florida, located and doing business at 2701 Sixteenth Street, Tampa, Florida 33605 (hereinafter referred to as "Assignor") is the owner of the trademark CIGAR FAMILY & Design, and of U.S. Application Serial No. 75/926,011 therefor, filed on February 23, 2000; and

WHEREAS, FUENTE & NEWMAN PREMIUM CIGARS LIMITED, INCORPORATED, a corporation organized under the laws of Florida, located and doing business at P.O. Box 76219, Tampa, Florida 33605 (hereinafter referred to as "Assignee"), desires to obtain said trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor does hereby sell, assign, set over, and transfer to said Assignee the entire right, title and interest in and to the trademark CIGAR FAMILY & Design, together with the goodwill connected with the use of and symbolized by the trademark, and U.S. Application Serial No. 75/926,011 therefor, the same and the rights of said Assignor to be held and enjoyed by said Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the trademark registration may be renewed or reissued, as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said trademark and trademark registration, with the right to sue for and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives.

In testimony whereof, said Assignor has caused its name to be signed and its seal to be affixed by its duly authorized officer, this ___ day of May, 2001.

J.C. NEWMAN CIGAR COMPANY

Signature: *Stanford J. Newman*
Name: Stanford J. Newman
Title: Chairman of the Board
Date: May 14, 2001

Seal

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