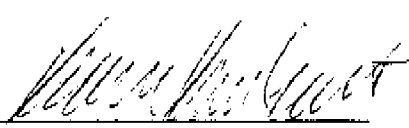


Form <b>PTO-1594</b> (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings $\Rightarrow \Rightarrow \Rightarrow$		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b>  National Cigar Corporation  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<b>2. Name and address of receiving party(ies)</b> Name: <u>American Western, Inc.</u> Internal Address: _____  Street Address: <u>2575 Queen City Avenue</u> City: <u>Cincinnati</u> State: <u>OH</u> Zip: <u>45238</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Ohio</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>		
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>06-18-02</u>					
<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) _____ _____ Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			B. Trademark Registration No.(s) <u>1,000,197/</u> <u>0,537,645/0,292,832/0,694,795/0,696,287</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Keating, Muething &amp; Klekamp, P.L.L.</u> Internal Address: <u>Attn: Karen Kreider Gaunt, Esq</u> _____ _____ Street Address: <u>1400 Provident Tower</u> <u>One East Fourth Street</u> City: <u>Cincinnati</u> State: <u>OH</u> Zip: <u>45202</u>			<b>6. Total number of applications and registrations involved:</b> ..... <span style="border: 1px solid black; padding: 2px;">5</span>		
			<b>7. Total fee (37 CFR 3.41)</b> ..... \$ <u>140.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			<b>8. Deposit account number:</b> <u>500735</u>		
<b>DO NOT USE THIS SPACE</b>					
<b>9. Signature.</b>  Karen Kreider Gaunt  <u>7/31/02</u> Name of Person Signing                                      Signature                                      Date <div style="text-align: right; margin-right: 100px;"> <span style="border: 1px solid black; padding: 2px;">5</span> </div>					
<small>Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">5</span></small>					
<small>Mail documents to be recorded with required cover sheet information to:          Commissioner of Patent &amp; Trademarks, Box Assignments          Washington, D.C. 20231</small>					

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT is effective as of this 10 day of ~~May~~ <sup>June</sup>, 2002 ("Effective Date") from National Cigar Corporation, f/k/a M. Marsh & Son, d/b/a National Cigar Co., a Delaware corporation with offices at 915 Market Street, Wheeling, West Virginia, 26003, and 407 North Main Street, Frankfort, Indiana, 46041, and all entities, subsidiaries, parent or affiliated companies associated therewith, and all individual officers, directors, agents and employees thereof ("Assignor"), to American Western, Inc., f/k/a American Case & Luggage Co., d/b/a American Western Cigar Co., an Ohio corporation located at 2575 Queen City Avenue, Cincinnati, Ohio 45238 ("Assignee").

WHEREAS, Assignor has adopted, has used and represents and warrants that it is the exclusive owner of all right, title, and interest in and to certain trademarks; and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such trademarks;

NOW, THEREFORE, for good and valuable consideration, including, but not limited to, Eleven-Thousand Dollars and 00/100 (\$11,000.00) and for Assignee's agreement to remove certain inventory for Assignor's benefit, the receipt and adequacy of which is hereby acknowledged, Assignor and any and all parties, affiliates, entities, associates, employees, directors, officers, agents, and owners thereof, and any other parties claiming rights under or through Assignee, hereby assign, transfer and convey to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following and the assets and goodwill of the business symbolized thereby:

1. The trademarks, trade dress, trade names, service marks, service names and brand names used in connection with Assignor's cigar business shown on Schedule A attached hereto; all statutory and/or common law rights and/or foreign trademark rights for such trademarks, and any and all trade names, trademarks, and trade dress used therewith and/or substantially and/or confusingly similar thereto; all of the above together with the goodwill of Assignor's business and Assignor's assets appertaining thereto and/or symbolized thereby (the entirety of the above, collectively hereinafter, "Trademarks");

2. Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Trademarks, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition ("Related Rights");

3. Any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and

4. Any and all rights to obtain registrations and/or renewals of registration or other legal protections pertaining to the Trademarks and Related Rights.

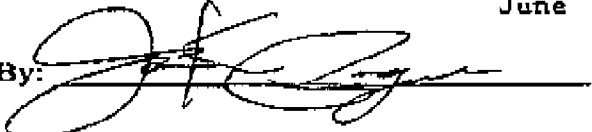
Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents and take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Trademarks and Related Rights in Assignee and to record this Assignment with all appropriate authorities.

Assignor hereby further quitclaims, disavows, and relinquishes any and all rights of any kind that Assignor may claim or allege to have to the Trademarks, any similar marks, and any and all other trade names, trade dress, or trademarks incorporating any aspect, portion or component of the Trademarks.

This Assignment may be executed in any number of counterparts and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the 18th day of ~~May~~ June, 2002.

By: 

Name: James Pogue

Title: President, National Cigar Corporation

State of Indiana  
: SS  
County of Clinton

June

On this 18th day of ~~May~~ June, 2002, before me appeared James Pogue, President of National Cigar Corporation, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).

  
Signature of Notary Public

My Commission expires August 12, 2006

**SCHEDULE A**

Trademark	Ser. # / Reg. #	Filing Date	Last Listed Owner	Status
LORD CLINTON	1,000,197	02/26/73	National Cigar Corp.	Live
EMERSON	0,537,645	01/31/49	National Cigar Corp.	Live
ODIN	0,292,832	10/26/31	National Cigar Corp.	Live
Y-B	0,694,795	07/01/59	National Cigar Corp.	Live
'63	0,696,287	09/04/59	National Cigar Corp.	Live
DRY SLITZ	1,102,864	08/01/77	M. Marsh & Son	Dead
VAN DAM	Common Law	N/A		
LONDRES	Common Law	N/A		
AIRFLOW	Common Law	N/A		

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TOTAL P.04