

Form PTO-1504  
1-31-92

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy hereof.

1. Name of conveying party(ies):

DAVIDOFF & CIE SA

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation
- Switzerland
- Other

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

3. Nature of conveyance:

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

Execution Date: July 16, 2003

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

Name: REEMTSMA CIGARETTENFABRIKEN  
GMBH

Address: PARKSTRASSE 51

D-22605 HAMBURG, GERMANY

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- West Germany
- 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) & addresses attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,052,564 1,058,684

Additional Numbers attached?  Yes  No

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

Name: Diana Sullivan

Internal Address: Fross Zelnick Lehrman & Zissu, P.C.

Street Address: 866 United Nations Plaza

City: New York State: NY Zip: 10017

Tel: (212)813-5900; Fax: (212)813-5901

6. Total number of applications and registration involved:.....2

7. Total fee (37 CFR 3.41) ..... \$ 65.00

Authorized to be charged to deposit account

8. Deposit account number:

23-0825; Docket: DVF- 0306051

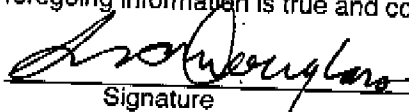
(Attach duplicate copy of this page if paying by deposit account)

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.

Susan Upton Douglass  
Name of Person Signing

  
Signature

August 6, 2003  
Date

Total number of pages comprising cover sheet:

CH \$80.00 230825 1058684

452LVReemtsmaUS 16.06.2003

## LICENCE AGREEMENT

This License Agreement (hereinafter "**Agreement**") is entered into by and between

**Davidoff & Cie SA**, a corporation organized under the laws of Switzerland, having its principal place of business at 2, Rue de Rive, 1200 Geneva, Switzerland (hereinafter "**Licensor**")

and

**Reemtsma Cigarettenfabriken GmbH**, a corporation organized under the laws of West Germany, having its principal place of business at Parkstrasse 51, D-22605 Hamburg, Germany (hereinafter "**Licensee**")

concerning **USA**.

Whereas, Licensor is the registered owner of all rights, title and interest in and to the Trademark Registrations and Applications listed in the schedule hereto (hereinafter "**Marks**");

Whereas, Licensee obtained in 1984 a world-wide (hereinafter "**Territory**") license to use said Marks on cigarettes (hereinafter "**Goods**");

Whereas, on November 6, 1997, the earlier agreement between the parties was replaced by a new agreement;

Whereas, on February 26, 2002, and as of January 1, 2003 this new agreement was amended;

Whereas, the parties now wish to have this new licence agreement (as amended) registered;

Now, therefore, for good and valuable consideration, Licensor and Licensee agree as follows:

1. Licensor grants to Licensee an exclusive license to use the Marks in the Territory in conjunction with the Goods manufactured by Licensee.
2. Licensee warrants that it will, in order to maintain the reputation and goodwill attaching to the Marks, maintain the quality of its products at the same level that such products have at the time this Agreement is entered into.

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3. The Licensor and Licensee agree that Licensor may send, now and then, technicians to Licensee's factory to inspect the products manufactured by Licensee under the Marks.
4. In the event that Licensee violates any of the provisions in Article 2 or 3 above and if Licensee further, upon being notified in writing of such violations, does not remedy such violations within 60 days, Licensor may terminate this Agreement by giving written notice to Licensee.
5. In the event that Licensee learns of any infringement or imitation of the Marks or of any use by any person of a confusingly similar mark, it shall promptly notify Licensor thereof in writing. Licensee shall also have the right to prosecute such trademark infringer and shall keep Licensor apprised of such action. No settlement shall be entered into contrary to the provisions of this Agreement. If Licensor commences such action, Licensor shall permit Licensee to join such action as co-plaintiff and if Licensee commences such action, Licensee shall permit Licensor to join such action as co-plaintiff.
6. Licensor agrees to defend, indemnify and hold Licensee harmless against any claims and demands by any third party with respect to the infringement of any rights by using the Marks used in connection with the Goods in accordance with this Agreement.
7. If any provision or portion of any provision of this Agreement shall be held to be void or unenforceable, the remaining provisions or portions of provisions of this Agreement shall continue in full force and effect.
8. Any and all obligations of Licensor under this Agreement shall be transferred on, and obeyed without any limitation by, successors in title, if any.
9. This Agreement shall be in effect until December 31, 2017. Licensee shall have the right to extend the term of this Agreement for one additional period of 14 years by written notice given to Licensor at least 36 months prior to December 31, 2017. Thereafter, this Agreement shall be automatically extended for additional periods of ten years unless either party shall have given the other party written notice of its intent to terminate as of the end of any such ten year period. Such notice shall be given at least 36 months prior to the end of any such ten year period.
10. Licensee agrees not to use the Marks after the expiration of this Agreement, unless this Agreement is renewed or replaced.
11. Licensor and Licensee agree that this Agreement shall be recorded at the trademark offices in all countries or regions for which the Marks are or will be applied or registered and will make application to the registers of trademarks for the purpose of securing registration.

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12. Any and all disputes, controversies and claims arising out of or relating to this Agreement

- shall be resolved in accordance with the substantive laws of Switzerland; and
- shall be submitted to the exclusive jurisdiction of the courts of Basle-Stadt/Switzerland.

Geneva, 16. Juli 2003

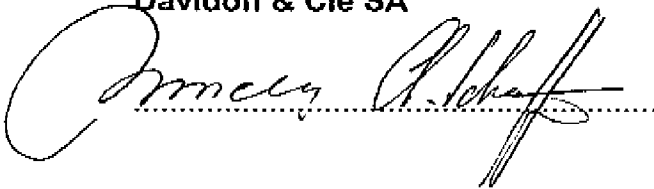
Hamburg, 19. Juni 2003

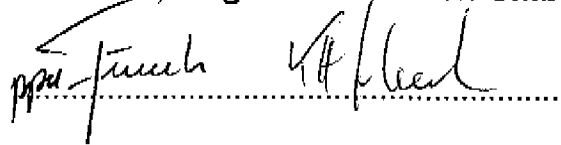
The Licensor:

The Licensee:

Davidoff & Cie SA

Reemtsma Cigarettenfabriken GmbH





Schedule to the Licence Agreement between Davidoff & Cie SA and Reemtsma Cigarettenfabriken GmbH concerning USA.

No.	Trademark	Class
1052564	DAVIDOFF (signature underlined)	34
1058684	DAVIDOFF	34