

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of 60% of right, title, interest and the goodwill

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trinidad U.S.A. Corporation		09/22/2003	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Max Rohr, Inc.
Street Address:	913 Market Street
Internal Address:	Suite 202
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	75403499	TTT TRINIDAD
Serial Number:	75336221	TRINIDAD
Registration Number:	2742149	TRINIDAD Y HERMANO, S.A. PRUEBE...Y COMPARE
Serial Number:	75398436	TRINIDAD CENTROFINOS DIEGO

CORRESPONDENCE DATA

Fax Number: (203)849-9300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 203-849-8300
 Email: lamb@gandb.com
 Correspondent Name: Charles W. Grimes
 Address Line 1: Grimes & Battersby, LLP
 Address Line 2: 488 Main Avenue
 Address Line 4: Norwalk, CONNECTICUT 06851-1008

ATTORNEY DOCKET NUMBER:	CC390UST
NAME OF SUBMITTER:	George K. Lamb

TRADEMARK

OP \$115.00 75403499

Total Attachments: 4

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**Exhibit B - ASSIGNMENT OF INTEREST IN TRINIDAD TRADEMARKS
and
NOTICE OF GRANT OF SOLE AND EXCLUSIVE LICENSE**

THIS ASSIGNMENT and NOTICE OF LICENSE (the "Assignment") is made this 22nd day of September, 2003, by and between, on the one hand, MAX ROHR, INC., a Delaware corporation with offices at 913 Market Street, Suite 202, Wilmington, DE 19801 (the "Assignee") and, on the other hand, Estela Garcia-Mesana Trinidad, an individual residing at 11261 S.W. 184th Street, Miami, Florida 33157, and Diego Trinidad, an individual residing at 8942 S.W. 212th Street, Miami, Florida 33189, and Trinidad U.S.A. Corporation, a Florida corporation with offices at 20547 Old Cutler Road, Suite 130, Miami, Florida 33189 (hereinafter collectively referred to as the "Assignor")

1. Assignor hereby grants, assigns and conveys to Assignee sixty percent (60%) of Assignor's right, title and interest in and to the following (hereinafter collectively referred to as the "Assets"):

- (i) the TRINIDAD trademarks used by Assignor's predecessors-in-interest, including without limitation, TRINIDAD, TRINIDAD Y HERMANO, DIEGO TRINIDAD and DIEGO TRINIDAD CENTROFINOS and the associated goodwill (collectively the "Cuban Marks"), in Cuba and elsewhere throughout the world since at least as early as 1905 and continuing up through 1960 when the Cuban Marks were confiscated by the Cuban Government;
- (ii) the trademark registration protection for the Cuban Marks obtained by Assignor's predecessors-in-interest in Cuba and elsewhere throughout the world prior to the confiscation in 1960, including without limitation, Cuban Trademark Registration No. 100,675 for the designation TRINIDAD for cigarettes (collectively the "Cuban Registrations");
- (iii) the rights of Assignor and Assignor's predecessors-in-interest in and to the Cuban Marks, and of the Cuban Registrations therefore, all of which were purportedly confiscated by the Cuban government in 1960, and any and all claims against the Cuban Government as a result of such confiscation of such Cuban Marks and Cuban Registrations and in connection with past, present and future use, infringement and counterfeiting of such Cuban Marks and Cuban Registrations (collectively the "Cuban Claims");
- (iv) the worldwide intellectual property rights in and to the TRINIDAD trademarks and associated goodwill (hereinafter collectively referred to as the "Trinidad Trademarks"), including without limitation: (a) the Cuban Marks; (b) the marks covered by the following applied for and issued registrations with the U.S. Patent and Trademark Office, to wit,

TTT TRINIDAD

S/N:75403499 Filed: December 5, 1997 Reg # _____ Issued: _____

TRINIDAD

S/N:75336221 Filed: August 5, 1997 Reg # _____ Issued: _____

TRINDIAD Y HERMANO, S.A. PRUEBEY ... COMPARE!

S/N:75257874 Filed: March 17, 1997 Reg #2742149 Issued: July 19, 2003

CENTROFINOS DIEGO TRINIDAD

S/N:75398436 Filed: December 1, 1997 Reg # _____ Issued: _____

and (c) marks covered by the following State of Florida trademark registrations:

1996-CENTROFINO DIEGO TRINIDAD T96-0000005

1997-TRINIDAD T97-000001472

1997-TTI TRINIDAD T97-000001476

- (v) corresponding international trademark rights (including without limitation rights based upon application(s) and registration(s) identified in the attachment hereto, common law or any other legal theory);
- (vi) goodwill associated with and symbolized by the Cuban Marks and Trinidad Trademarks;
- (vii) all renewals therefore;
- (viii) all past, present and future proceeds therefrom (including, but not limited to, all license royalties and proceeds in connection with past, present and/or future claims and/or lawsuits); and
- (ix) past, present and/or future claims against and the right to sue third parties for use, infringement, counterfeiting and/or confiscation thereof.

2. Notice is hereby given that, by separate document, the sole and exclusive licensed right to exploit the Trinidad Trademarks worldwide has been granted to Altadis U.S.A. Inc., 5900 N. Andrews Avenue, Fort Lauderdale, FL 33309 (the "Licensee").

3. Assignor and Assignee hereby reaffirm such license and agree not to grant any other license under the Trinidad Trademarks to any third party.

4. Any unilateral attempt by either Assignor or Assignee to grant any other license under the Cuban Marks and/or the Trinidad Trademarks to any other party shall be null and void ab initio.

5. Future use of the Cuban Marks and/or the Trinidad Trademarks by the Licensee shall inure to the collective benefit of Assignor and Assignee.

6. Maintenance, policing and enforcement of the Cuban Marks and/or Trinidad Trademarks shall be undertaken by Assignee for the collective benefit of Assignor and Assignee.

7. This Assignment may not be altered, amended or modified except by a writing signed by both Assignor and Assignee.

8. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignor's heirs, partners, affiliates, successors and assigns, and Assignee and Assignee's partners, affiliates, successors and assigns.

9. This Assignment shall be governed by and construed in accordance with the laws of the state of Florida.

IN WITNESS WHEREOF, this Assignment has been duly executed on the day and year first above written.

MAX ROHR, INC.

By: Margaret Civetta
Title: MARGARET CIVETTA, DIRECTOR
Date: 9/23/03

TRINIDAD U.S.A. CORPORATION

By: Diego Trinidad
Title: Diego Trinidad, V.P.
Date: 9-22-03

Diego Trinidad
(Individually)
Diego Trinidad
Date: 9-22-03

Estela Garcia-Mesana Trinidad
(Individually)

By: Diego Trinidad
Date: 9-22-03

List of International Trademark Applications and Registrations

Dominican Republic registration #4525, filed January 24, 2003

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF New York
COUNTY OF New York

ss.:

Before me, the undersigned, a Notary Public, on this 24th day of September, 2003, personally appeared Margaret Civetta to me known personally, and who being by me duly sworn, deposes and says that he is the Director of Max Rohr, Inc., a Delaware corporation, and that he signed the foregoing instrument in such capacity and that he acknowledges such signing to be the free act and deed of Max Rohr, Inc.

[Signature]
Notary Public

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Florida :

COUNTY OF FLORIDA / Broward ^{ss.:}

Before me, the undersigned, a Notary Public, on this 22nd day of September, 2003, personally appeared Diego Trinidad, to me known personally, and who being by me duly sworn, deposes and says that he is the V.P. of Trinidad U.S.A. Corporation, a Florida corporation, and that he signed the foregoing instrument in such capacity and that he acknowledges such signing to be the free act and deed of Trinidad U.S.A. Corporation.

ROBIN LANE JACOBY
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # CC926759
EXPIRES 7/21/2004
BONDED THRU ASA 1-888-NOTARY1

Robin Lane Jacoby
Notary Public

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Florida :

COUNTY OF FLORIDA / Miami-Dade ^{ss.:}

Before me, the undersigned, a Notary Public, on this 22nd day of September, 2003, personally appeared Estela Garcia-Mesana Trinidad, to me known personally, and who being by me duly sworn, deposes and says that the representations in the foregoing instrument are truthful and accurate, that she signed the instrument and that she acknowledges such signing to be her free act and deed.

[Signature]
Notary Public

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Florida :

COUNTY OF FLORIDA / Broward ^{ss.:}

Before me, the undersigned, a Notary Public, on this 22nd day of September, 2003, personally appeared Diego Trinidad, to me known personally, and who being by me duly sworn, deposes and says that the representations in the foregoing instrument are truthful and accurate, that he signed the instrument and that he acknowledges such signing to be his free act and deed.

ROBIN LANE JACOBY
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # CC926759
EXPIRES 7/21/2004
BONDED THRU ASA 1-888-NOTARY1

Robin Lane Jacoby
Notary Public



Ramon E. Fernandez
Commission # DD 030997
Expires July 16, 2005
Bonded Thru
Atlantic Bonding Co., Inc.