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11-03-2003



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To the Honorable Commissioner of Patents and

original documents or copy thereof.

1. Name of conveying party(ies):

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Name of receiving party(ies)

CHEYENNE INTERNATIONAL, LLC

Name: Swisher International, Inc.

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

Internal Address:

Street Address: 459 East 16th Street

City: Jacksonville State: FL ZIP: 32206

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

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

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:

- Assignment, Merger, Security Agreement, Change of Name, Other COEXISTENCE AGREEMENT

Execution Date: October 20, 2003

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

A. Trademark Application No.(s)

Serial No. : 76/433,610

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Muserlian, Lucas and Mercanti LLP

Internal Address: Donald C. LUCAS 15th Floor

Street Address: 475 Park Avenue South

City: New York State: N.Y. ZIP: 10016

6. Total number of applications and registrations involved:

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

Enclosed -- see PTO Form 2038 --

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Donald C. LUCAS

Name of Person Signing

Signature of Donald C. Lucas

Signature

October 31, 2003

Date

Total number of pages including cover sheet, attachments, and document: 4

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

COEXISTENCE AGREEMENT

MEMORANDUM OF AGREEMENT made this 20 day of Oct, 2003 by and between SWISHER INTERNATIONAL, INC. ("Swisher"), a Delaware Corporation, having its principal place of business at 459 East 16th Street, Jacksonville, FL 32206,; and CHEYENNE INTERNATIONAL, LLC ("Cheyenne"), a limited liability company of North Carolina, having its principal place of business at 701 South Battleground Avenue, Grover, North Carolina 28073.

WHEREAS, Swisher has been selling snuff under the mark CHEYENNE for over five (5) years throughout the United States and continues to do so;

WHEREAS, Cheyenne has filed an Intent-to-Use application, Serial No. 76/433,610 on the mark CHEYENNE for cigarettes, cigars, smokeless tobacco and cigarillos; and

WHEREAS, both parties wish to continue to use the mark CHEYENNE on tobacco products and avoid a cancellation proceeding against any registration that may issue on the '610 application.

NOW, THEREFORE, it is agreed as follows:

1. Swisher agrees not to use the mark CHEYENNE for cigarettes, cigars, and cigarillos, roll your own cigarettes, and little cigars;
2. Cheyenne agrees not to use the mark CHEYENNE for smokeless tobacco;

3. Swisher agrees not to object to Cheyenne's use and registration of the mark CHEYENNE for cigarettes, cigars, and cigarillos, roll your own cigarettes, and little cigars;
4. Cheyenne agrees not to object to Swisher's use of the mark CHEYENNE for smokeless tobacco;
5. Neither party is aware of any actual confusion between Swisher and Cheyenne arising from their respective use of their respective marks in connection with the goods as described herein;
6. Both companies shall use their best efforts to avoid confusing the purchasing public in packaging and advertising materials used to promote the sale of their products; and
7. The parties agree that if either party becomes aware of any actual or potential confusion between the respective party's use of their respective marks, the parties will each appoint a high level executive to form a committee of two to deal with questions of avoidance of confusion, and thereby will work together in good faith to avoid, alleviate or minimize any likelihood of confusion.

WHEREFORE, the parties have caused this Agreement to be executed by their respective officers on the date first above written.

SWISHER INTERNATIONAL, INC.

By: *Peter J. Ghiloni*
~~Timothy Marc~~ *Peter J. Ghiloni*
President *SR Vice President*

CHEYENNE INTERNATIONAL, LLC

By: *William Greiwe*
Name : *William Greiwe*
Title: *CEO*