

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Core-Mark International Inc.		05/21/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Philip Morris USA Inc.		
Street Address:	120 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1809484	SEAL OF QUALITY ALL OVER THE WEST SINCE 1888 A QUALITY PRODUCT AT A VALUE PRICE BEST BUY	
CORRESPONDENCE DATA			
Fax Number:	(914)335-1798		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	914-335-9436		
Email:	Ainslee.Schreiber@Altria.com		
Correspondent Name:	Ainslee A. Schreiber		
Address Line 1:	800 Westchester Avenue		
Address Line 2:	6N		
Address Line 4:	Rye Brook, NEW YORK 10573-1301		
NAME OF SUBMITTER:	Ainslee A. Schreiber		
Total Attachments: 3			
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EXHIBIT B

Form of Trademark Assignment

THIS ASSIGNMENT OF MARKS ("Assignment"), effective as of the _____ day of _____, 200___, from Core-Mark International Inc., a Delaware corporation having its principal place of business at 395 Oyster Point Boulevard, Suite 415, South San Francisco, California 94080 ("Assignor"), to Philip Morris USA Inc., formerly known as Philip Morris Incorporated, a Virginia corporation having its principal place of business at 120 Park Avenue, New York, New York 10017 ("Assignee"), recites and provides as follows:

WHEREAS, Assignor owns the trademarks identified in Schedule A ("Marks");

WHEREAS, Assignor also owns the registrations of the Marks ("Registrations") identified in Schedule A; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title, and interest in and to the Marks and Registrations, together with the goodwill of the business symbolized by the Marks;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title, and interest throughout the world in and to the Marks and Registrations, together with the goodwill of the business symbolized by the Marks, and all rights of extension and renewal, and all rights of action against third parties for past infringement thereof, to the fullest extent allowed by law.

Assignor represents and warrants to Assignee as follows: (i) Assignor is the owner of all right, title and interest in and to the Marks and Registrations, as well as to the goodwill of the business symbolized by the Marks; (ii) Assignor has full right, power and authority to enter into this Assignment; (iii) that neither this Assignment nor any right granted herein violates any

obligation owed to, or right of, any third party; (iv) the Marks and Registrations are not subject to any outstanding injunction, judgment, order, decree, ruling or charge, and no action, suit, proceeding, hearing, charge, complaint, claim or demand is pending or threatened which challenges the legality, validity, enforceability, use or ownership of the Marks and Registrations; (iv) the Assignor has not licensed or permitted any third party (other than Assignee) to use the Marks and Registrations; (v) the Marks and Registrations do not infringe upon, misappropriate or otherwise conflict with any intellectual property rights of any third party; (vi) Assignor has not received any charge, complaint, claim, demand or notice alleging any interference, opposition, infringement, misappropriation or violation with respect to the Marks and Registrations (including any claim that the Assignee must license or refrain from using any intellectual property rights of any third party); (vii) no third party has interfered with, infringed upon, misappropriated or otherwise come into conflict with the Marks and Registrations; (viii) there are no pending claims, including but not limited to litigation, arbitration, opposition proceedings, petitions to cancel, interferences, administrative proceedings, demand letters, cease and desist letters, or other demands, challenges, or disputes of any nature challenging, impacting, or involving the Marks and Registrations or the Assignor's rights therein.

Assignor shall indemnify, defend and hold harmless Assignee from any and all liability, loss or damage, including all court costs, expenses and attorney's fees incurred by Assignee, that Assignee may suffer as a result of any allegations, claims, demands, or judgments against it arising from or relating to breach of any of Assignor's representations and warranties herein. Assignor further agrees to reimburse Assignee for all court costs, attorney's fees and expenses incurred in the enforcement of any part of Assignor's agreement to indemnify, defend and hold harmless the Assignee hereunder.

Assignor agrees to take such further action, including but not limited to the execution and delivery of such further instruments, as Assignee may request from time to time in order to ensure that all rights intended to be transferred to Assignee by this Assignment have been transferred and to enable Assignee to perfect, by registration or otherwise, and to protect, by enforcement actions or otherwise, all rights intended to be transferred by this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as of the date first above written.

CORE-MARK INTERNATIONAL INC.

By: J. M. Walsh
Name: J. M. WALSH
Title: PRESIDENT & CEO

PHILIP MORRIS USA INC.

By: Norma Suter Drew
Name: NORMA SUTEL DREW
Title: VP Marketing