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02-05-2004

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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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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.

1. Name of conveying party(ies):
Luberski, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State California
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: T.H.K., Inc.
Internal Address: _____
Street Address: 1246 E. Main St.
City: El Cajon State: CA Zip: 92109
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California
 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) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment copy attached Merger
 Security Agreement Change of Name
 Other _____
Execution Date: May 13, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2089606
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: William H. Coleman, Esq.
Internal Address: _____
Street Address: 499 W. Shaw Ave. #116
City: Fresno State: CA Zip: 93704

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41)..... \$ 40.
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

2001 FEB -3 AM 7:29
OR/FINANCE

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.
Luberski, Inc., a CA corporation
by: Timothy E. Luberski, Pres. X
Name of Person Signing: _____
Signature:
Date: May 14, 2003

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Total number of pages including cover sheet, attachments, and document: 3

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

TRADEMARK
REEL: 002909 FRAME: 0126

TRADEMARK ASSIGNMENT UNDER SECURITY AGREEMENT

WHEREAS, by Security Agreement dated July 30, 2002 ("Security Agreement"), Marketing Group USA, Inc., a Nevada corporation ("MGU"), granted a security interest and lien on certain of its assets to Luberski, Inc., a California corporation ("LUBERSKI"). MGU is in default under the Security Agreement and as a result LUBERSKI is entitled under the Security Agreement and the California Corporations Code to exercise its post default remedies and foreclose upon and sell, lease, or license the collateral the subject of the Security Agreement. A part of the assets comprising the collateral under the Security Agreement is that certain trademark "NEW YORK NEW YORK" (the "Mark") for use in connection with cigarettes in International Class 034, and federal registration of the Mark, Registration Number 2089606 issued by the United States Patent and Trademark Office on August 19, 1997 (the "Registration"), and that part of the goodwill and portion of MGU's business that is connected with the use of and symbolized by the Mark. T.H.K., Inc., a California corporation ("THK") desires to acquire the foregoing described collateral.

NOW, THEREFORE, LUBERSKI pursuant to its rights under the Security Agreement hereby sells and assigns to THK, its successors and assigns, all of MGU's right, title and interest in and to the Mark, together with that part of the goodwill and portion of MGU's business that is connected with the use of and symbolized by the Mark in the United States of America, and the Registration. This assignment does not carry any rights to the Mark and goodwill associated therewith outside of the United States, which is specifically reserved and is not a part of this Assignment. Accordingly, THK agrees that it will not, directly or indirectly, make, use, distribute or sell cigarettes outside the boundaries of the United States, which cigarettes are sold using the Mark in any manner, including but not limited to use in any product package, product box, or product literature to promote and advertise the cigarettes.

Dated: 5/13, 2003.

LUBERSKI, INC., a California corporation
doing business as Hidden Villa Ranch
By: [Signature]
Title: CEO

Dated: 5-13, 2003.

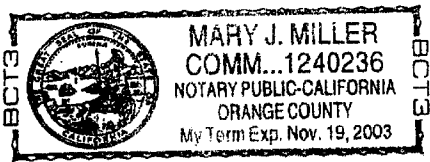
T.H.K., INC., a California corporation
By: [Signature]
Title: President

ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF Orange } ss.
}

On May 13, 2003, before me, Mary J. Miller Notary Public, personally appeared Thomas L. Kalaska, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

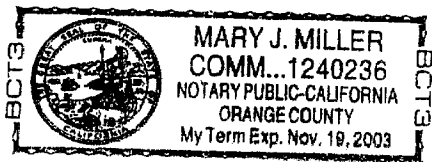


Mary J. Miller
Notary Public

STATE OF CALIFORNIA }
COUNTY OF Orange } ss.
}

On May 13, 2003, before me, Mary J. Miller Notary Public, personally appeared Timothy E. Tubersall, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Mary J. Miller
Notary Public