

02-24-2004



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Fred Stoker & Sons, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Tennessee [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Bank One, NA Internal Address: Street Address: 416 West Jefferson Street City: Louisville State: KY Zip: 40202 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other National Banking Association 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 [x] No

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [x] Other Amended & Restated Collateral Execution Date: 02/17/2004 Assignment

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) See Schedule A attached Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Cynthia L. Stewart Internal Address: Frost Brown Todd LLC 32nd Floor Street Address: 400 W. Market Street City: Louisville State: KY Zip: 40202-3363

6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41).....\$ 115.00 [] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 024275 (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. Cynthia L. Stewart Signature Date 2-19-04

02/23/2004 DBYRME 00000061 024275 2301424

Total number of pages including cover sheet, attachments, and document: 8

01 FC:8521 40.00 DA 02 FC:8522 75.00 DA

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

TRADEMARK REEL: 002916 FRAME: 0804

SCHEDULE A

Schedule of Trademarks

Trademark	Current Owner	Registration No. and Date Issued
TEQUILLA SUNRISE	Fred Stoker & Sons, Inc.	2,381,424 August 29, 2000
FRED'S CHOICE	Fred Stoker & Sons, Inc.	2,740,903 July 29, 2003
STOKER'S CLASSIC	Fred Stoker & Sons, Inc.	2,359,709 June 20, 2000
OLD HILL SIDE	Fred Stoker & Sons, Inc.	2,397,017 October 24, 2000

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**AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, FRED STOKER & SONS, INC., a Tennessee corporation (the "Assignor"), with principal offices at 257 Park Avenue South, 7th Floor, New York, NY 10010-7304, hereby collaterally assigns and grants to BANK ONE, NA, with an office and place of business at 416 West Jefferson Street, Louisville, Kentucky, 40202, as Agent Bank (defined below) (the "Assignee"), a first priority security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF SECURITY INTEREST (this "Assignment") is made to secure the satisfactory performance and payment of all "Secured Obligations", as such term is defined in an Amended and Restated Security Agreement dated as of February 17, 2004, as amended, between North Atlantic Trading Company, Inc., National Tobacco Finance Corporation, North Atlantic Operating Company, Inc., National Tobacco Finance Corporation, Stoker, Inc., RBJ Sales, Inc., Fred Stoker & Sons, Inc. and North Atlantic Cigarette Company, Inc. and BANK ONE, NA, successor to Bank One, Kentucky, NA, a national banking association, acting as Agent Bank on behalf of itself and the Banks (hereafter referred to as the "Agent Bank") (as amended, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment. Terms not otherwise defined herein shall have the meaning set forth in the Security Agreement.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Agreement and the obligations of the parties hereunder shall, in all respects, be governed by and construed in accordance with the laws of the State of New York.

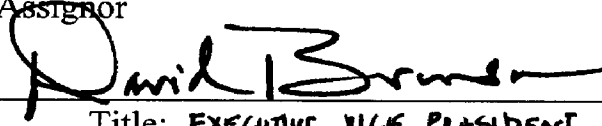
This Assignment is delivered in amendment, restatement and replacement of, but not in novation of, that Assignment of Security Interest in United States Trademarks between Assignor and Assignee executed November 13, 2003.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 11th day of February, 2004.

FRED STOKER & SONS, INC.

As Assignor

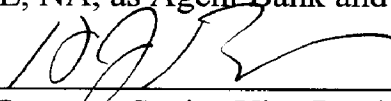
By



Title: EXECUTIVE VICE PRESIDENT

BANK ONE, NA, as Agent Bank and as Assignee

By



Joseph Brenner, Senior Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 17th day of February, 2004 before me personally came David Brunson who, being by me duly sworn, did state as follows: that she/he is the Executive V.P. of Fred Stoker & Sons, Inc., that she/he is authorized to execute the foregoing Assignment on behalf of said corporation and that she/he did so by authority of the Board of Directors of said corporation.

Kristen Vento
Notary Public

My commission expires: _____.

KRISTEN VENTO
Notary Public, State of New York
No. 01VE6084451
Qualified in Richmond County
Commission Expires Dec. 2, 2006

COMMONWEALTH OF KENTUCKY

)

) ss.:

COUNTY OF JEFFERSON

)

On this 17 day of February, 2004 before me personally came Joseph Brenner, who, being by me duly sworn, did state as follows: that she/he is the Senior Vice President of BANK ONE, NA, that she/he is authorized to execute the foregoing Assignment on behalf of said bank and that she/he did so by authority of the Board of Directors of said bank.


Notary Public

My commission expires: 1-5-07