

07-26-2004

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



7-12-04

REC'D
TK 102798840

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

General Cigar Co., Inc.

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

Citizenship (see guidelines) _____

Execution Date(s) June 15, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Swisher International, Inc.

Internal

Address: _____

Street Address: 459 East 16th Street

City: Jacksonville

State: Florida

Country: U.S.A. Zip: 32206

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/179,546

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

KING EDWARD

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

Name: Donald C. LUCAS

Internal Address: Muserlian, Lucas and Mercanti, LLP

Street Address: 15th Floor
475 Park Avenue South

City: New York

State: N.Y. Zip: 10016

Phone Number: (212) 661-8000

Fax Number: (212) 661-8002

Email Address: info@mlmpatent.us

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
- * Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 2003
Expiration Date 07/06

b. Deposit Account Number 02-2275*only
Authorized User Name if needed.

9. Signature:

Donald C. Lucas
Signature

July 9, 2004
Date

Donald C. LUCAS
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

07/23/2004 BYRNE

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Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Dir

Virginia, VA 22313-1450

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07-12-2004

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #74

TRADEMARK

REEL: 003012 FRAME: 0487

TRADEMARK AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of June , 2004 by and between KING EDWARD TECHNOLOGY, INC., a Delaware Corporation, having an address at 1105 North Market Street, Wilmington, Delaware, 19801 ("King Edward"); SWISHER INTERNATIONAL, INC., a Delaware Corporation, having a place of business at 459 East 16th Street, Jacksonville, Florida 32206 ("Swisher") and GENERAL CIGAR CO., INC., a Delaware Corporation, having a place of business at 387 Park Avenue South, New York, New York 10016 ("General").

WHEREAS, General filed Application Serial No. 78/179,546 on October 29, 2002, in the United States Patent and Trademark Office for Registration of the mark KING ARTHUR for cigars (the "'546 Application") and has used the mark KING ARTHUR for cigars since about September 2000;

WHEREAS, King Edward owns the Trademark KING EDWARD for cigars and its respective Registration in the U.S., Registration No. 0835375, and Swisher sells cigars under the mark KING EDWARD throughout the U.S.;

WHEREAS, King Edward and Swisher have opposed General's '546 Application (the "Opposition") and objected to General's use of the mark KING ARTHUR for cigars; and

WHEREAS, the parties wish to conclude a settlement concerning use and registration of the mark KING ARTHUR.

NOW THEREFORE, in consideration of settlement and of the respective covenants herein set forth, the parties agree as follows:

1. General agrees to restrict use of the mark KING ARTHUR to one cigar brand, EXCALIBUR 1066 HOYO DE MONTERREY, and shall not use the mark KING ARTHUR on any other cigars or any other goods or services.

2. General agrees always to use the marks EXCALIBUR 1066 and HOYO DE MONTERREY in close proximity to KING ARTHUR; and always present the mark EXCALIBUR 1066 in lettering size which is either equal to, or larger than, the lettering size for the mark KING ARTHUR. King Edward and Swisher agree that General's current use of the mark KING ARTHUR on the box of EXCALIBUR 1066 HOYO DE MONTERREY cigars, as demonstrated in

Exhibits A and B attached hereto, is not objectionable.

3. General agrees to use the mark KING ARTHUR only as a front mark and never as a House mark.

4. General agrees to discontinue use of the mark KING ARTHUR when it discontinues use of two or more of the following marks, MERLIN, GALAHAD and LANCELOT.

5. King Edward and Swisher consent to both use and registration by General of the mark KING ARTHUR for cigars. Concurrently, with the execution of this Agreement, King Edward and Swisher will file the necessary papers to withdraw the Opposition and will not further oppose the '546 Application. King Edward and Swisher will provide a copy of such papers to General.

6. This Agreement shall be binding on the parties worldwide. This Agreement shall inure to the benefit of related companies (as defined in 15 USC 1127); and to successors and licensees of the parties throughout the world.

7. The parties agree that neither party or its licensees, successors or related companies (as defined in 15 USC 1127) shall advertise or otherwise represent or hold itself or its wares out to be sponsored, associated or in any way related to or approved by the other party.

8. This Agreement may not be assigned or transferred by General without the written consent of King Edward and Swisher which consent shall not be unreasonably withheld.

9. This Agreement shall be governed by the laws of the State of New York.

10. This Agreement constitutes the entire Agreement between General, Swisher and King Edward with respect to the subject matter herein and supersedes all prior agreements and understandings between the parties as to the same subject matter herein.


11. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their officers thereunto duly authorized.

Corporate Seal

SWISHER INTERNATIONAL, INC.

By:
Title:




Senior Vice President

Corporate Seal

KING EDWARD TECHNOLOGY, INC.

By:
Title:

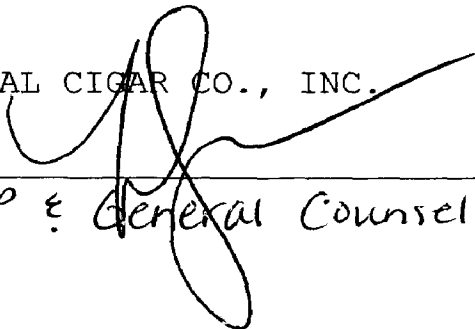


Vice President

Corporate Seal

GENERAL CIGAR CO., INC.

By:
Title:



SVP & General Counsel

DCL/mr

STATE OF FLORIDA)
 : SS:
COUNTY OF DUVAL)

On this 15th day of JUNE, 2004, before me, a Notary Public, came PETER J. GILSON to me known, who being by me duly sworn did depose and say that he is the SR VP - MKTG of _____, of SWISHER INTERNATIONAL, INC., the Corporation described in and who executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal and that it was affixed thereto by order of the Board of Directors of said Corporation and that he signed said instrument as SR VP - MKTG, _____ by like order.

NOTARY SEAL



Monica Marcus
Commission # DD 046147
Expires Sep. 13, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Monica Marcus
Notary Public

STATE OF Florida)
 : SS:
COUNTY OF Duval)

On this 15th day of JUNE, 2004, before me, a Notary Public, came PETER J. GILSON to me known, who being by me duly sworn did depose and say that he is the VICE PRESIDENT of _____, of KING EDWARD TECHNOLOGY, INC., the Corporation described in and who executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal and that it was affixed thereto by order of the Board of Directors of said Corporation and that he signed said instrument as VICE PRESIDENT, _____ by like order.

NOTARY SEAL



Monica Marcus
Commission # DD 046147
Expires Sep. 13, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Monica Marcus
Notary Public

STATE OF New York)
 : SS:
COUNTY OF New York

On this 15th day of June, 2004, before me, a Notary Public, came Nick Simeonidis to me known, who being by me duly sworn did depose and say that he is the SVP & General Counsel of _____, of GENERAL CIGAR CO., INC., the Corporation described in and who executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal and that it was affixed thereto by order of the Board of Directors of said Corporation and that he signed said instrument as _____, _____ by like order.

NOTARY SEAL

Nancy Frey
Notary Public

NANCY FREY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 31-4642518
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES 7/3/05