

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SOUTHERN SMOKE, LLC		06/01/2005	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THOMPSON & CO. OF TAMPA, INC.		
<b>Street Address:</b>	5401 Hangar Court		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33634		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78111035	CUBAN MISTAKES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(813)229-8073		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	813-226-0440		
<b>Email:</b>	firm@tampaiplaw.com		
<b>Correspondent Name:</b>	David W. Pettis, Jr., Esq.		
<b>Address Line 1:</b>	501 E. Kennedy Blvd., Suite 700		
<b>Address Line 4:</b>	Tampa, FLORIDA 33602-5200		
<b>NAME OF SUBMITTER:</b>	David W. Pettis, Jr., Esq.		
<b>Signature:</b>	/DWP;ig/		
<b>Date:</b>	06/10/2005		

Total Attachments: 1

**TRADEMARK  
 REEL: 003101 FRAME: 0507**

OP \$40.00 78111035



**ASSIGNMENT**

**WHEREAS, SOUTHERN SMOKE, LLC**, a Georgia limited liability company, (hereinafter referred to as "SS"), having a principal place of business at 3340 Peachtree Road, Suite 2260, Atlanta, Georgia 30326, has adopted and used the following Mark (hereinafter referred to as "Mark") to identify a brand of cigar:

Mark "**CUBAN MISTAKES**"  
Serial m 78/111,035  
Date Filed 02/26/2002, and

**WHEREAS, THOMPSON & CO. OF TAMPA, INC.**, a Florida corporation, having its principal place of business at 5401 Hangar Court, Tampa, Florida 33634, (hereinafter referred to as "**Thompson**"), is desirous of acquiring the Mark, and

**WHEREAS, SS** represents and warrants that it is the sole owner of the Mark and has the absolute right to transfer the Mark to **Thompson** free and clear of any third party claims whatsoever;

**NOW THEREFORE**, the parties do agree as follows:

1. In consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **SS** does hereby assign unto **Thompson** the entire right, title and interest in and to the Mark, together with all good will symbolized by the Mark throughout the world.


**SS** further represents and warrants that there is no other transfer, assignment, lien, mortgage, nor other encumbrance of any kind relating to the Mark and that it will defend and hold **Thompson** harmless from any third party claim as a result of **Thompson's** use of the Mark on the cigar.

2. As additional consideration for this Assignment, **Thompson** agrees that cigars identified by the Mark will be purchased from the **SS** factory in the Dominican Republic so long as **SS** meets reasonable requirements of **Thompson** relating to quality, price, packaging, and delivery. However, this obligation is personal to **SS**, and may not be transferred or assigned by them to any other party and will terminate upon any sale or transfer of more than fifty per cent (50%) of the assets of **SS**.

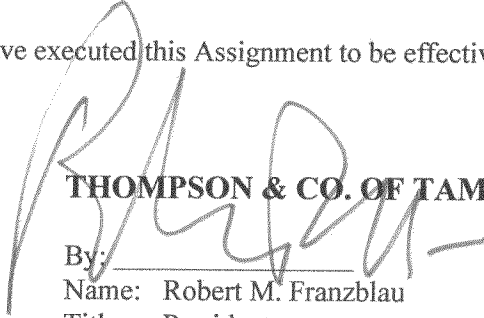
3. In the event of any dispute or disagreement between the Parties concerning this Assignment, venue for any and all action by either party against the other shall reside solely in Hillsborough County, Florida, and the prevailing party shall be entitled to recover its reasonable attorney fees and costs in addition to any other relief granted.

**IN WITNESS WHEREOF**, the Parties have executed this Assignment to be effective as of the latest date adjacent their signatures, below.

**SOUTHERN SMOKE, LLC**

By:   
Name: William Rhodes  
Title: Manager  
Date: 6/1/05

**THOMPSON & CO. OF TAMPA, INC.**

By:   
Name: Robert M. Franzblau  
Title: President  
Date: 6/6/05