

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RBJ Sales, Inc.		06/14/2005	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Fortress Credit Corp.
Street Address:	1251 Avenue of the Americas
Internal Address:	16th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78494860	STOKER'S 117
Serial Number:	78494671	117
Serial Number:	78303994	BLACK MOUNTAIN
Registration Number:	2740903	FRED'S CHOICE
Serial Number:	78232275	FRED'S CHOICE
Serial Number:	78494640	OLD HILLSIDE
Serial Number:	78494888	OUR PRIDE

CORRESPONDENCE DATA

Fax Number: (212)593-5955

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 756-2388

Email: daniel.angel@srz.com

Correspondent Name: Daniel Angel (026033-0106)

Address Line 1: 919 Third Avenue

TRADEMARK
REEL: 003112 FRAME: 0354

CH \$190.00 78494860

Address Line 2:	c/o Schulte Roth & Zabel LLP
Address Line 4:	New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel
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Signature:	/d. angel/
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Date:	06/28/2005
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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, RBJ Sales, Inc., a Tennessee corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to the Financing Agreement, dated as of June 16, 2005 (such agreement, as amended, restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the "Financing Agreement") among North Atlantic Holding Company, Inc., North Atlantic Trading Company, Inc., National Tobacco Company, L.P., North Atlantic Operating Company, Inc., North Atlantic Cigarette Company, Inc., National Tobacco Finance Corporation, RBJ Sales, Inc., Fred Stoker & Sons, Inc., and Stoker, Inc., (collectively, the "Borrowers"), the financial institutions from time to time party thereto as lenders (each a "Lender" and collectively, the "Lenders"), and Fortress Credit Corp., as agent for itself and the Lenders (the "Agent"), the Lenders have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Assignor, has entered into a Security Agreement, dated as of June 16, 2005 (the "Security Agreement"), in favor of Fortress Credit Corp., as agent for itself and the Lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of itself and the Lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor as collateral security for the full and complete payment and performance when due of the Obligations, hereby mortgages, pledges and hypothecates to the Assignee, for the benefit of itself and the Lenders, and grants to the Assignee for the benefit of itself and the Lenders, a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of itself and the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 4, 2005.

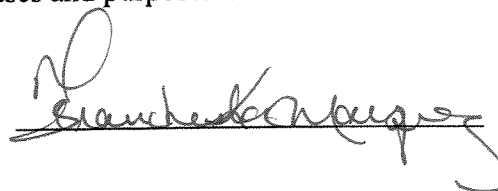
RBJ SALES, INC.

By. 

Name: James Dobbins
Title: Secretary, SVP &
General Counsel

STATE OF New York SS.:
COUNTY OF New York

On this 14th day of June, 2005, before me personally came James Wells Siding to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Secretary of RBJ Sales Inc., a Tennessee corporation, and that s/he executed the foregoing instrument in the firm name of RBJ Sales, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



FRANCHESKA MARQUEZ
Notary Public, State of New York
No. 01MA6066704
Qualified in New York County
Commission Expires November 19, 2005

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY (TRADEMARKS)
RBJ Sales, Inc.

<u>Company</u> <u>(Record Title)</u>	<u>Country/</u> <u>State</u>	<u>Trademark</u>	<u>Application or</u> <u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
RBJ Sales, Inc.	US Common Law	#117	n/a	n/a	n/a
RBJ Sales, Inc.	US	117	Apln. No. 78/494,671	10/5/2004	n/a
RBJ Sales, Inc.	US	BLACK MOUNTAIN	Apln. No. 78/303,994	9/23/2003	n/a
RBJ Sales, Inc.	US	FRED'S CHOICE	Reg. No. 2,740,903	7/9/1999	7/29/2003
RBJ Sales, Inc.	US	FRED'S CHOICE (stylized) <i>Fred's Choice</i>	Apln. No. 78/232,275	4/1/2003	n/a
RBJ Sales, Inc.	US Common Law	ICEBERG	n/a	n/a	n/a
RBJ Sales, Inc.	US Common Law	No. 1	n/a	n/a	n/a
RBJ Sales, Inc.	US Common Law	Number 2	n/a	n/a	n/a
RBJ Sales, Inc.	US	OLD HILLSIDE	Apln. No. 78/494,640	10/5/2004	n/a
RBJ Sales, Inc.	US	OUR PRIDE	Apln. No. 78/494,888	10/5/2004	n/a

<u>Company</u> (Record Title)	<u>Country/ State</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
RBJ Sales, Inc.	US Common Law	PREMIUM	n/a	n/a	n/a
RBJ Sales, Inc.	US Common Law	RIVERMONT	n/a	n/a	n/a
RBJ Sales, Inc.	US	STOKER'S 117	ApIn. No. 78/494,860	10/5/2004	n/a