

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

American Western, Inc. d/b/a American Western Cigar Company

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Cigars International, Inc.

Internal Address: _____

Street Address: 6771 Chrisphalt Drive

City: Bath

State: Pennsylvania

Country: United States Zip: 18014

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- 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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 6, 2005

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

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

A. Trademark Application No.(s)
78/084,590; 78/393,851

B. Trademark Registration No.(s)
2,082,480

Additional sheet(s) attached? Yes No

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

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

Name: David M. Perry, Esquire

Internal Address: Blank Rome LLP
9th Floor

Street Address: One Logan Square

City: Philadelphia

State: Pennsylvania Zip: 19103-6998

Phone Number: (215) 569-5767

Fax Number: (215) 832-5767

Email Address: perry@blankrome.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02-2555

Authorized User Name David M. Perry

9. Signature:



Signature

10.7.05

Date

David M. Perry

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$90.00 022555 78084590

ASSIGNMENT OF TRADEMARKS,
TRADEMARK REGISTRATION AND TRADEMARK APPLICATION

This Assignment of Trademarks, Trademark Registration and Trademark Application is made on the _____ day of _____, 2005, between American Western, Inc., d/b/a "American Western Cigar Company", an Ohio corporation with a principal address of 2575 Queen City Avenue, Cincinnati, Ohio 45238 ("ASSIGNOR"), and Cigars International, Inc., a Delaware corporation with a principal address of 6771 Chrisphalt Drive, Bath, Pennsylvania 18014, and successor-in-interest to Meier Brothers, Inc. ("ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used and is using the trademarks ("the Marks") listed in Appendix A;

WHEREAS, ASSIGNOR and ASSIGNEE entered into a Trademark License Agreement effective April 1, 2003, currently subsisting, by which, in part, ASSIGNOR licensed to ASSIGNEE (through its predecessor-in-interest, Meier Brothers, Inc.) and continues to license to ASSIGNEE the exclusive right to use the Marks in connection with various tobacco and cigar-related products enumerated therein ("the License");

WHEREAS, ASSIGNEE is desirous of acquiring said trademarks and any and all rights therein and applications and registrations thereof; and

WHEREAS, ASSIGNOR and ASSIGNEE wish to terminate the license in accordance with the terms set forth herein;

NOW, THEREFORE, for _____ and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, ASSIGNOR does hereby assign, sell and transfer to ASSIGNEE, its successors and assigns, and for the full exclusive benefit thereof, all of its right, title, and interests in and to said Marks, including all common law rights embodied therein, together with the right to bring any actions, claims, suits, or other proceeding regarding infringement of the Marks arising prior to the execution of this Assignment, and together with the goodwill of the business symbolized by and associated with said Marks.

117323.00100/11463540v.3

ASSIGNOR represents, warrants, and covenants that:

1. It owns all rights, title, and interests in and to the Marks, the Marks are not subject to any lien, security interest, or encumbrance of any kind, and to the best of its knowledge no other person, firm, corporation, or association has the right use any Mark in commerce either in identical form or in such resemblance thereto in connection with the goods enumerated under the License so as to be likely to cause confusion, or to cause mistake, or to deceive;
2. It has the full legal right to enter into this Assignment and to perform its obligations hereunder, including, without limitation, the full legal right to grant to ASSIGNEE the rights granted to ASSIGNEE under this Assignment;
3. It possesses no knowledge, actual or constructive, that the Marks are the subject of any litigation or disputes in any forum in any jurisdiction arising from the use of any term, trademark, trade name, domain name or service mark confusingly similar to the Marks;
4. It currently maintains bona fide use of the Marks in commerce in the ordinary course of trade;
5. It has not assigned the Marks or any portion thereof to any other person or entity or granted to any person other than ASSIGNEE any license, security interest, or right with regard to any of the Marks; and
6. It will not, nor will it authorize or cause any third party to, adopt, register or use the terms "signature collection," "morro castle," "free cuba," "fighting cock," or "double happiness," or any terms confusingly similar to the terms "signature collection," "morro castle," "free cuba," "fighting cock," or "double happiness," as a trademark, trade name, domain name, or service mark, and it will not interfere in any manner with ASSIGNEE's enjoyment, use or registration (pending or otherwise) of the Marks.

REDACTED

REDACTED

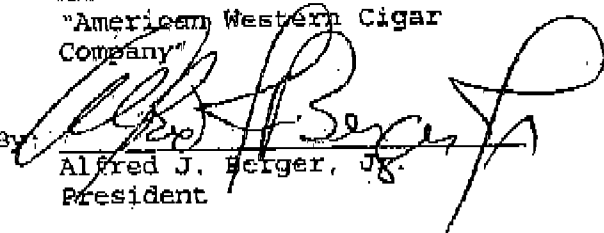
The License is hereby terminated and deemed fully satisfied between ASSIGNOR and ASSIGNEE as of complete execution of this Assignment; provided, however, that prior to termination of the License, ASSIGNOR and ASSIGNEE have agreed that the License is modified such that Sections 3 and the last sentence of Section 5A of the License shall not survive termination of the License.

ASSIGNOR shall cooperate and take all steps reasonably requested by ASSIGNEE to perfect, confirm, and protect ASSIGNEE's rights, including without limitation, intellectual property rights, title, and interests in and to the Marks, including but not limited to, executing and delivering all documents, assisting with pending prosecution of the Marks, filing registration and assignment documents, and giving testimony.

IN TESTIMONY WHEREOF, the parties have executed this Assignment by duly authorized officers..


AMERICAN WESTERN, INC., dba
"American Western Cigar
Company"

Dated: _____

By: 
Alfred J. Heiger, Jr.
President

CIGARS INTERNATIONAL, INC.

Dated: 10/5/05

By: 
Keith R. Meier
President

State of Ohio)
County of Hamilton) ss:

On this 6th day of October, 2005, before me appeared Alfred J. Berger, Jr., the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of American Western, Inc., d/b/a "American Western Cigar Company."

My Commission Expires on 8/1/06
Notary Public, State of Ohio
STACIE SEUBERTING

Stacie Seuberting
Notary Public

My Commission Expires:

APPENDIX ATRADEMARKS

Trademark	U.S. Registration Number (U.S. Serial No.)	Date Registered (Filing Date)
MORRO CASTLE	2,082,480	July 22, 1997
FREE CUBA	(75/084,590)	(April 5, 1996)
SIGNATURE COLLECTION	(78/393,851)	(March 31, 2004)
FIGHTING COCK		
DOUBLE HAPPINESS		