

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

**01/04/2006
900039054**

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Remove Serial No. 78084590; Replace It with Serial No. 75084590 previously recorded on Reel 003205 Frame 0368. Assignor(s) hereby confirms the Assigns the Entire Interest.

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Western, Inc. d/b/a American Western Cigar Company		10/06/2005	CORPORATION: OHIO

RECEIVING PARTY DATA	
Name:	Cigars International, Inc.
Street Address:	6771 CHRISPHALT DRIVE
City:	Bath
State/Country:	PENNSYLVANIA
Postal Code:	18014
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2082480	MORRO CASTLE
Serial Number:	78393851	SIGNATURE COLLECTION
Serial Number:	75084590	FREE CUBA

CORRESPONDENCE DATA	
Fax Number:	(215)832-5767
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215.569.5767
Email:	perry@blankrome.com
Correspondent Name:	David M. Perry
Address Line 1:	One Logan Square
Address Line 2:	9th Floor
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	117393-00100
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CH \$90.00 2082480

NAME OF SUBMITTER:	David M. Perry
Signature:	/David M. Perry/
Date:	01/04/2006
Total Attachments: 6 source=American Western Assignment doc#page1.tif source=American Western Assignment doc#page2.tif source=American Western Assignment doc#page3.tif source=American Western Assignment doc#page4.tif source=American Western Assignment doc#page5.tif source=American Western Assignment doc#page6.tif	

12/07/2005
700216379

Form PTO-1594 (Rev. 07/05)
OMB Collection 0951-0027 (exp. 8/30/2009)

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 Weabrn, Inc. d/b/a American Weabrn 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) Yes No
Additional names, addresses, or citizenship attached?

Name: Cigars International, Inc.
 Internal Address: _____
 Address: _____
 Street Address: 8771 Chesholt Drive
 City: Bath
 State: Pennsylvania
 Country: United States Zip: 19014

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 8, 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)
78/084,690; 78/363,651

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: 19103-8998
 Phone Number: (215) 569-5787
 Fax Number: (215) 632-6767
 Email Address: perry@blankrome.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.8(b)(8) & 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 02-2855
 Authorized User Name David M. Perry

9. Signature: [Signature] Date 10-7-05

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 filed to (571) 273-0148, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22315-4460

FORM 1594-00 09-2005 710044P01

OCT-06-2005 08:52

AMERICAN WESTERN CIGAR CO

10/28/05 08:08pm P. 002

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 Christoph 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 proceedings 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.

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AMERICAN WESTERN CIGAR CO

12/03/05 09:00pm P. 003
5136628908 P. 03

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

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AMERICAN WESTERN CIGAR CO

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.

OCT-05-2005 08:53

AMERICAN WESTERN CIGAR CO

10/05/05 09:20pm P. 007

5136623808 P.07

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. Berger, Jr.
President

CIGARS INTERNATIONAL, INC.

Dated: 10/5/05

By: 
Keith R. Meier
President

OCT-05-2005 09:53

AMERICAN WESTERN CIGAR CO

10/26/05 09:00pm P. 0205
5136628998 P.05

State of Ohio)
County of Hamilton) ss:

On this fourth 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."

Notary Public
STATE OF OHIO
My Commission Expires: _____

[Signature]
Notary Public

My Commission Expires:

OCT-05-2005 08:53

AMERICAN WESTERN LINK CO

10/05/05 09:00pm P. 006
2100620000 P. 00

APPENDIX A

TRADEMARKS

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		

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