

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective and Confirmatory Assignment to correct the Assignee's Name and Effective Date previously recorded on Reel 002940 Fram 0912. Assignor hereby confirms the Assignment of the entire interest and goodwill.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Meier Brothers, Inc.		07/13/2004	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Cigars International Holding Company, Inc.
<b>Street Address:</b>	6771 Chrisphalt Drive
<b>City:</b>	Bath
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	18014
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Serial Number:	75179493	5 VEGAS
Serial Number:	75209581	FLOR DEL TODO
Serial Number:	75209599	LA CUNA
Serial Number:	75320459	CEDAR-FRESH
Serial Number:	75320460	CU-AVANA
Serial Number:	76406277	DIESEL
Serial Number:	76406279	CUBAN HONEYS!
Serial Number:	76406280	FIDALGO
Serial Number:	78067511	CIGARS INTERNATIONAL
Serial Number:	78067526	CIGARS INTERNATIONAL
Serial Number:	78309072	LA ESTRELLA CUBANA
Serial Number:	78339776	HUMI-CARE
Serial Number:	78380675	CIGARS INTERNATIONAL LEGENDS L

CH \$390.00 75179493

Serial Number:	78380676	CIGARFEST
Serial Number:	78309071	PUEBLO DOMINICANO

**CORRESPONDENCE DATA**

Fax Number: (215)832-5767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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:	117393-00101
NAME OF SUBMITTER:	David M. Perry
Signature:	/David M. Perry/
Date:	09/21/2006

**Total Attachments: 10**  
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## INSTRUMENT OF ASSIGNMENT

Pursuant to the Asset Contribution Agreement (the "Agreement"), dated as of July 13, 2004, by and between Cigars International Holding Company, Inc., a Delaware corporation ("Newco"), and Meier Brothers, Inc., a New York corporation (the "Company"), for good and valuable consideration paid to the Company by or on behalf of Newco, the receipt of which is hereby acknowledged by the Company, the Company does hereby transfer, assign, convey and deliver to Newco the Business and the Contributed Assets (all capitalized terms not defined herein shall have the meanings specified in the Agreement and all Schedules shall refer to Schedules attached to the Agreement), including, without limitation, all right, title and interest of the Company in, to and under:

- a. [REDACTED]
- b. all notes and accounts receivable generated by the Company;
- c. all raw materials, supplies, work-in-process and other materials included in the inventory of the Company;
- d. [REDACTED]
- e. [REDACTED]
- f. [REDACTED]
- g. [REDACTED]
- h. the name "Cigars International" or any related or similar trade names, trademarks, service marks or logos to the extent the same incorporate the name "Cigars International" or any variation thereof;
- i. the Copyrights, Patent Rights and Trademarks (and all goodwill associated therewith), and the agreements, contracts, licenses, sublicenses, assignments and indemnities, listed in Schedule 4.11;
- j. [REDACTED]
- k. all Trade Secrets and other proprietary or confidential information used in or relating to the Business;
- l. [REDACTED]

m. all of the Company's rights, claims or causes of action against third Persons relating to the assets, properties, business or operations of the Business arising out of transactions occurring prior to the Closing Date;

n. all books and records (including all data and other information stored on discs, tapes or other media) of the Company relating to the assets, properties, business and operations of the Business;

o. [REDACTED]

p. [REDACTED]

q. [REDACTED]

r. [REDACTED]

Notwithstanding the foregoing, the Contributed Assets do not include, and the Company does not hereby transfer, assign, convey or deliver, the Excluded Assets, including, without limitation, the following:

a. the Company's rights, claims or causes of action against third Persons relating to the assets, properties, business, or operations of the Company which may arise in connection with the discharge by the Company of the Excluded Liabilities;

b. all cash, bank deposits and cash equivalents of the Company;

c. [REDACTED]

d. [REDACTED]

e. [REDACTED]

f. [REDACTED]

- g. certain furniture and fixtures (and improvements thereto) owned by the Company located at the respective residences of the Founders [REDACTED]
- h. [REDACTED]
- i. [REDACTED]
- j. [REDACTED]
- k. [REDACTED]
- l. [REDACTED]
- m. all employee benefit agreements, plans or arrangements of the Company [REDACTED]

TO HAVE AND TO HOLD the Business and the Contributed Assets, unto Newco, its successors and assigns (including Opco pursuant to the Opco Contribution Agreement) to and for its own use and benefit forever.

The Company hereby constitutes and appoints Newco, its successors and assigns, as the true and lawful attorney of the Company, irrevocably, with full power of substitution, for it and in its name, place and stead, but for the benefit of Newco, its successors and assigns, to demand and receive, from time to time, any and all of the Contributed Assets hereby sold, transferred and assigned or intended so to be, and to give receipts and releases for and in respect of the same or any part thereof, and from time to time to institute and prosecute in the name of the Company or otherwise, but for the benefit of Newco, its successors and assigns, any and all proceedings at law, in equity or otherwise, that Newco, its successors or assigns may deem proper, in order to collect, assert or enforce any claims, rights or title of any kind in and to the business, property and assets hereby sold, transferred and assigned or intended so to be, and to defend and compromise any and all actions, suits or proceedings in respect of any of such business, property and assets, and, generally, to do any and all such actions and things in relation thereto as Newco, its successors or assigns shall deem advisable.

From time to time following the date hereof, the Company agrees to execute and deliver, or cause to be executed and delivered, to Newco such other instruments of conveyance and transfer as Newco may reasonably request or as may be otherwise necessary to more effectively convey and transfer to, and vest in, Newco and put Newco in possession of, any part

of the Contributed Assets, and, in the case of licenses, certificates, approvals, authorizations, agreements, contracts, leases, easements and other commitments included in the Contributed Assets (a) which cannot be transferred or assigned effectively without the consent of third parties which consent has not been obtained prior to the date hereof, to use its best efforts to secure to Newco the benefits thereof in some other manner, or (b) which are otherwise not transferable or assignable, to use its best efforts jointly with Newco to secure to Newco the benefits thereof in some other manner (including the exercise of the rights of the Company thereunder). Notwithstanding anything in this Instrument of Assignment to the contrary, this Instrument of Assignment shall not constitute an assignment of any license, certificate, approval, authorization, agreement, contract, lease, easement or other commitment included in the Contributed Assets if an attempted Assignment thereof without the consent of a third party thereto would constitute a breach thereof.

This Instrument of Assignment shall be binding upon the Company, its successors and assigns, and shall inure to the benefit of Newco, its successors and assigns (including Opco pursuant to the Opco Contribution Agreement).

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed and delivered as of July 3, 2004.

MEIER BROTHERS, INC.

By: kl  
Name: Keith Meier  
Title: PRESIDENT

*Signature Page to  
ACA Instrument of Assignment*

CHI 2985340v3

TRADEMARK  
REEL: 003394 FRAME: 0707

**Schedule 4.11**

**Intellectual Property and Software**  
**(Patents, Trademarks, Copyrights, Trade Secrets, etc.)**

See attached



Schedule 4.11

Intellectual Property and Software  
(Trademarks, Copyrights, Trade Secrets, etc.)

(a) List of Intellectual Property and Software:

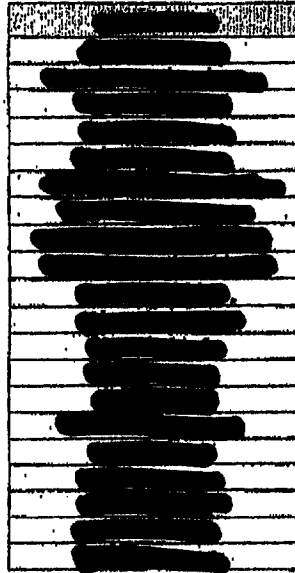
Trademarks, Trademark Applications, Trade Names:

Trademark	Registration No. (Application)	Expiration Date	Owner
5 Vegas	2219402	January 19, 2009 <sup>1</sup>	Meier Brothers, Inc.
Cuban Honeyal	2688553	February 18, 2013 <sup>2</sup>	Meier Brothers, Inc.
Diesel	2706776	April 15, 2013 <sup>3</sup>	Meier Brothers, Inc.
La Cuna	2219457	January 9, 2009 <sup>4</sup>	Meier Brothers, Inc.
Flor del Todo	2217706	January 12, 2009 <sup>4</sup>	Meier Brothers, Inc.
Cu-Avana	2257792	June 29, 2009 <sup>5</sup>	Meier Brothers, Inc.
Cedar-Fresh	2243614	May 4, 2009 <sup>6</sup>	Meier Brothers, Inc.
Pueblo Dominicano	2123487 <sup>8</sup>	December 23, 2007 <sup>8</sup>	Meier Brothers, Inc.
Fidalgo	(76-406,280) <sup>10</sup>	N/A	Meier Brothers, Inc.
El Mejor	(76-406,278)	Abandoned on May 9, 2003	Meier Brothers, Inc.
Cigars International Legends L	(78-380,675)	N/A	Meier Brothers, Inc.
La Estrella Cubana	(78-309,072)	N/A	Meier Brothers, Inc.
Humi-Care	(78-339,776)	N/A	Meier Brothers, Inc.

Domain Names

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

<sup>1</sup> Maintenance Filing due in January 19, 2004-January 19, 2005  
<sup>2</sup> Maintenance Filing due in February 18, 2008-February 18, 2009  
<sup>3</sup> Maintenance Filing due in April 15, 2008-April 15, 2009  
<sup>4</sup> Maintenance Filing already filed by Company  
<sup>5</sup> Maintenance Filing already filed by Company  
<sup>6</sup> Maintenance Filing already filed by Company  
<sup>7</sup> Maintenance Filing already filed by Company  
<sup>8</sup> Trademark will be dropped, and replaced with Wordmark, Registration Number 78-309,071, application still pending.  
<sup>9</sup> Trademark is in the process of being cancelled  
<sup>10</sup> Opposition by a third party to registration by the Company is pending



Service marks:

Service Mark	Registration No.	Expiration Date	Owner
Cigars International (smiley face logo)	2721342	June 3, 2013 <sup>11</sup>	Meter Brothers, Inc.
Cigars International (CI logo)	2656618	December 3, 2012 <sup>12</sup>	Meter Brothers, Inc.
CigarFast	(78-380,676)	N/A	Meter Brothers, Inc.

Copyrights:

Copyright	Registration No.	Expiration Date	Owner
MBI eSystem Version 03.1	TXu 1-109-043	N/A	Meter Brothers, Inc.
MBI eSystem Version 03.2	TXu 1-081-266	N/A	Meter Brothers, Inc.

[REDACTED]

Serial	Registration No.	Expiration Date	Intentional Description
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	30	[REDACTED]
[REDACTED]	[REDACTED]	24	[REDACTED]
[REDACTED]	[REDACTED]	3	[REDACTED]
[REDACTED]	[REDACTED]	12	[REDACTED]

<sup>11</sup> Maintenance Filing due in June 3, 2008-2009

<sup>12</sup> Maintenance Filing due in December 3, 2007-December 3, 2008

System	Product	Number of Devices	Miscellaneous Description
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	2	
[REDACTED]	[REDACTED]	3	server plus 2 workstations
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	20	1 server, 20 clients
[REDACTED]	[REDACTED]	2	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	Unlimited	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	2	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	2	
[REDACTED]	[REDACTED]	30	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	18	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	1	unlimited clients
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	23	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	5	

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(d) Agreements, Contracts, Licenses, Assignments and Indemnities which relate to Intellectual Property:

Licenses:

[REDACTED]