

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cigars International Holding Company, Inc.		07/13/2004	CORPORATION: DELAWARE

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: 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:	78309071	PUEBLO DOMINICANO
Serial Number:	78309072	LA ESTRELLA CUBANA
Serial Number:	78339776	HUMI-CARE

CH \$390.00 75179493

Serial Number:	78380675	CIGARS INTERNATIONAL LEGENDS L
Serial Number:	78380676	CIGARFEST

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: 9
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[REDACTED]

INSTRUMENT OF ASSIGNMENT

Pursuant to the Contribution Agreement, dated as of July 13, 2004, between Cigars International Holding Company, Inc., a Delaware corporation ("Newco"), and Cigars International, Inc., a Delaware corporation and a wholly-owned subsidiary of Newco ("Opco"), for good and valuable consideration paid to Newco by or on behalf of Opco, the receipt of which is hereby acknowledged by Newco, Newco does hereby transfer, assign, convey and deliver to Opco the Business and the Contributed Assets, each of which were transferred assigned, conveyed and delivered to Newco by Meier Brothers, Inc., a New York corporation (the "Company") immediately prior to the execution and delivery of this Instrument of Assignment (all capitalized terms not defined herein shall have the meanings specified in the Asset Contribution Agreement, dated as of July 13, 2004 (the "Asset Contribution Agreement"), by and between Newco and the Company and all Schedules shall refer to Schedules attached to the Asset Contribution Agreement), including, without limitation, all right, title and interest 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]

- 205644
- 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]

TO HAVE AND TO HOLD the Business and the Contributed Assets, unto Opco, its successors and assigns to and for its own use and benefit forever.

Newco hereby constitutes and appoints Opco, its successors and assigns, as the true and lawful attorney of Newco, irrevocably, with full power of substitution, for it and in its name, place and stead, but for the benefit of Opco, 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 Newco or otherwise, but for the benefit of Opco, its successors and assigns, any and all proceedings at law, in equity or otherwise, that Opco, 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 Opco, its successors or assigns shall deem advisable.

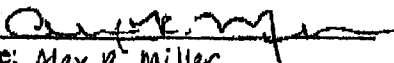
From time to time following the date hereof, Newco agrees to execute and deliver, or cause to be executed and delivered, to Opco such other instruments of conveyance and transfer as Opco may reasonably request or as may be otherwise necessary to more effectively convey and transfer to, and vest in, Opco and put Opco 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 Opco the benefits thereof in some other manner, or (b) which are otherwise not transferable or assignable, to use its best efforts jointly with Opco to secure to Opco the benefits thereof in some other manner (including the exercise of the rights of Opco 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 Newco, its successors and assigns, and shall inure to the benefit of Opco, its successors and assigns.

IN WITNESS WHEREOF, Newco has caused this instrument to be duly executed
and delivered as of July 13, 2004.

CIGARS INTERNATIONAL HOLDING
COMPANY, INC.

By: 
Name: Alex R. Miller
Title: Chairman

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:

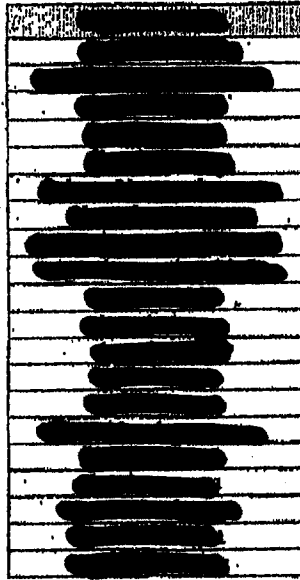
Trademarks, Trademark Applications, Trade Names:

Trademark	Registration No. or Application	Expiration Date	Owner
5 Vegas	2219402	January 19, 2009 ¹	Meier Brothers, Inc.
Cuban Honeyal	2688553	February 18, 2013 ²	Meier Brothers, Inc.
Diesel	2706776	April 15, 2013 ³	Meier Brothers, Inc.
La Cuna	2219457	January 9, 2009 ⁴	Meier Brothers, Inc.
Flor del Todo	2217706	January 12, 2009 ⁵	Meier Brothers, Inc.
Cu-Avana	2257792	June 29, 2009 ⁶	Meier Brothers, Inc.
Cedar-Fresh	2243614	May 4, 2009 ⁷	Meier Brothers, Inc.
Pueblo Dominicano	2123487 ⁸	December 23, 2007 ⁹	Meier Brothers, Inc.
Fidalgoo	(76-406,280) ¹⁰	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.
Humí-Care	(78-339,776)	N/A	Meier Brothers, Inc.

Domain Names

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

¹ Maintenance Filing due in January 19, 2004-January 19, 2005
² Maintenance Filing due in February 18, 2008-February 18, 2009
³ Maintenance Filing due in April 15, 2008-April 15, 2009
⁴ Maintenance Filing already filed by Company
⁵ Maintenance Filing already filed by Company
⁶ Maintenance Filing already filed by Company
⁷ Maintenance Filing already filed by Company
⁸ Trademark will be dropped, and replaced with Wordmark, Registration Number 78-309,071, application still pending.
⁹ Trademark is in the process of being cancelled
¹⁰ 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 ¹¹	Meier Brothers, Inc.
Cigars International (CI logo)	2656618	December 3, 2012 ¹²	Meier Brothers, Inc.
CigarFest	(78-380,676)	N/A	Meier Brothers, Inc.

Copyrights:

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

System	Name of Items	Quantity	Description
		30	
		24	
		3	
		12	

¹¹ Maintenance Filing due in June 3, 2008-2009

¹² Maintenance Filing due in December 3, 2007-December 3, 2008

System	Hardware	Number of Units	Miscellaneous Description
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]		
[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]		
[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]		
[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]		
[REDACTED]	[REDACTED]	23	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	1	
[REDACTED]	[REDACTED]	5	

(b) [REDACTED]

[REDACTED]

(c) [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

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

Licenses:

- [REDACTED]
- [REDACTED]