

FORM PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies) thereof.

1. Name of conveying party(ies):

J.M. Ridgeworth Inc.

Individual
Association
General Partnership
Limited Partnership
 Corporation
Other

Citizenship - Florida

Additional name(s) of conveying party(ies) attached? No

2. Name and address of receiving party(ies):

Name: Reemtsma Cigarettenfabriken GmbH
Address: Parkstrasse 51, 22605 Hamburg, Germany

Individual
Association
General Partnership
Limited Partnership
 Corporation
Other

Citizenship - Germany

3. Nature of conveyance:

Assigns the entire interest and goodwill
Merger
Security Agreement
Change of Name
Change of Assignee Address
 Consent Agreement

Execution Date: October 5, 2006

If assignee is not domiciled in the United States, a domestic representative designation is attached: No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
78/671,989

B. Trademark Registration No.(s)

Additional numbers attached? No

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

Name: WENDEROTH, LIND & PONACK, L.L.P.
Internal Address: W. Douglas Hahm
Street Address: 2033 K Street, N.W., Suite 800
City: Washington, State: DC ZIP: 20006-1021

6. Total number of applications and registrations involved: 1

7. Total fee (37 C.F.R. 2.6(b)(6) & § 3.41): \$40

Enclosed Check No. _____
 Authorized to be charged to deposit account

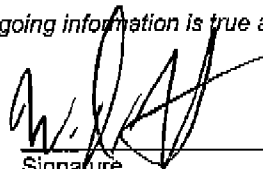
8. Deposit account number: 23-0975

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

W. Douglas Hahm
Name of Person Signing


Signature

October 6, 2006
Date

Total number of pages including cover sheet, attachments, and document: 6

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 \$40.00 230975 78671989

CONSENT AGREEMENT

THIS AGREEMENT is entered into, effective as of the date of the last dated signature shown below (the "Agreement Date"), by and between, on the one hand, **REEMTSMA CIGARETTENFABRIKEN GmbH**, a corporation organized and existing under the laws of Germany, with a business address at Max-Born-Strasse 4, 22761 Hamburg, Germany (formerly of Parkstrasse 51, 22605 Hamburg, Germany) ("REEMTSMA"); and, on the other hand, **J. M. Ridgeworth Inc.**, a Florida corporation, having a business address of Suite 206, 4000 Island Blvd., Aventura, Florida, United States 33160 ("RIDGEWORTH").

WITNESSETH:

WHEREAS, REEMTSMA represents that it has adopted and used, in the United States and in numerous other countries, the trademark "WEST" in both word and design format, in connection with the manufacture, distribution and sale of cigarettes in International Class 34. REEMTSMA has registered its WEST mark on the Principal Register of the United States Patent and Trademark Office (the "USPTO") under U.S. Trademark Registration No. 1,750,331; and

WHEREAS, RIDGEWORTH has filed an intent-to-use application for the mark "WESTFIELD" for use in connection with cigarettes and cigars in International Class 34 under U.S. Trademark Application Serial No. 78/671,989 (the "'989 Application"); and

WHEREAS, REEMTSMA and RIDGEWORTH (individually and collectively a "Party" or the "Parties") now desire to avoid any future disputes and minimize the likelihood of confusion based on their respect marks;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RIDGEWORTH** agrees to undertake efforts to avoid ever using the mark **WESTFIELD** on any packaging or promotional materials in the same or similar typeface as **REEMTSMA'S WEST** packaging (as show in Appendix attached hereto).
2. **RIDGEWORTH** agrees to undertake efforts to avoid ever using the mark **WESTFIELD** on any packaging or promotional materials containing a device resembling the twin diagonal lines appearing under the **WEST** mark (the **WEST** "wischer"; see Appendix).
3. **RIDGEWORTH** agrees to undertake efforts to avoid ever using the mark **WESTFIELD** in a manner that bears any visual similarity to the overall appearance of the **WEST** mark (see Appendix).
4. **RIDGEWORTH** agrees that a representation of the proposed **WESTFIELD** mark to be used on packaging and promotional materials will be provided to **REEMTSMA** for a visual comparison at a point in time after the final design of the **WESTFIELD** mark is complete and prior to beginning **RIDGEWORTH'S** use of the **WESTFIELD** mark.
5. **REEMTSMA** agrees not to oppose the '989 Application for registration of the **WESTFIELD** mark.
6. Each Party hereby agrees to bear its own costs and attorneys' fees in connection with the '989 Application and all other matters relating to the subject matter of this Agreement.
7. Both **RIDGEWORTH** and **REEMTSMA** shall have the right to assign, delegate, pledge, sublicense or otherwise transfer their rights and obligations under this Agreement, and at that time shall be relieved of all obligations hereunder.

8. *The Parties shall not be deemed to have waived any of the rights provided by this Agreement by virtue of any failure, omission or neglect by either Party to exercise any right under this Agreement, or to insist upon the other Party's exact compliance with the obligations contained herein.*
9. *This Agreement shall not be construed to make either Party the agent of the other, or to create a partnership or joint venture between the Parties, and, except as specifically set forth herein, neither Party shall have power to obligate or bind the other in any manner whatsoever.*
10. *Each of the Parties reserves the right to enforce their respective mark independently and without authorization from the other Party.*
11. *This Agreement contains the entire Agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all other agreements between the Parties. All representations made by one Party to the other Party, whether in writing or orally, are understood by the Parties to be merged into this Agreement. This Agreement may not be modified orally, and may only be modified by an agreement in writing signed by both Parties.*
12. *This Agreement shall be binding upon and inure to the benefit of the Parties, their officers, agents, legal representatives, employees, successors, assigns, subsidiaries, licensees and all those in active concert or participation with them.*
13. *The Parties warrant that the individual whose signature appears below has been duly authorized to sign this Agreement and to bind each Party thereto.*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date shown below:

REEMTSMA CIGARETTENFABRIEK GmbH




By:

Trevor Martin Williams Authorised Signatory
--

Date: 5 OCT 2006

J. M. RIDGEWORTH INC.

David M. Giulichinsky

By: 

Title: PRESIDENT

Date: 10/2/06

Appendix

