

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
Cruzan International, Inc.		03/29/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Imperial Brands, Inc.		
Street Address:	11505 Fairchild Gardens Avenue, Suite 204		
City:	Palm Beach Gardens		
State/Country:	FLORIDA		
Postal Code:	33410		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	76525196	RON CARLOS	
Serial Number:	78884296	EDMUNDO	
Serial Number:	71686767	PAUL DUPRE	
Serial Number:	78889925	GIOVANNI MORENO	
Serial Number:	73314471	OLD FLORIDA RUM COMPANY	
CORRESPONDENCE DATA			
Fax Number:	(585)325-5458		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(585) 295-4438		
Email:	ekinsley@hiscockbarclay.com		
Correspondent Name:	Hiscock & Barclay, LLP		
Address Line 1:	2000 HSBC Plaza, 100 Chestnut Street		
Address Line 4:	ROCHESTER, NEW YORK 14604-2404		
ATTORNEY DOCKET NUMBER:	CRUZAN/IMPERIAL		

OP \$140.00 76525196

NAME OF SUBMITTER:	Elizabeth Kinsley
Signature:	/elizabeth kinsley/
Date:	04/10/2007
Total Attachments: 3 source=Cruzan-ImperialAssignment#page1.tif source=Cruzan-ImperialAssignment#page2.tif source=Cruzan-ImperialAssignment#page3.tif	

TRADEMARK ASSIGNMENT

March 31, 2007

Effective as of the date set forth above (the "**Effective Date**"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cruzan International, Inc., a Delaware corporation ("**Assignor**"), does hereby sell, transfer and set over to Imperial Brands, Inc., a Delaware corporation ("**Assignee**"), all of Assignor's worldwide rights, title and interest in and to all of its trademarks and service marks and any pending applications with regard to the Purchased Assets (as such term is defined in that certain Asset Purchase Agreement by and among Assignor, Assignee and certain other parties thereto dated as of January 31, 2007) including, but not limited to those listed on Schedule 1 attached hereto (collectively, the "**Marks**"), any renewals or extensions of such applications and registrations, and all rights therein and thereto in any country or locality worldwide, together with the goodwill of the Business in connection with which the Marks are used and which is symbolized by the Marks and the resulting right to recover damages and profits for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor agrees to execute and deliver at the request of the Assignee, any papers, instruments and assignments reasonable to vest in Assignee all of Assignor's right, title and interest in and to the Marks and the applications and registrations therefore and/or to provide evidence to support such assignment in the event such evidence is reasonably necessary and to the extent such evidence is in the possession or control of Assignor.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

ASSIGNOR:

Cruzan International, Inc.

By: [Signature]
Name: Etta Shashoua
Title: Exec. VP / CFO

ASSIGNEE:

Imperial Brands, Inc.

By: [Signature]
Name: Chester Brandes
Title: President / CEO

STATE OF Florida)
COUNTY OF Palm Beach)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Etta Shashoua with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself/himself to be the Exec. VP / CFO of Cruzan International, Inc. and as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

Witness my hand and seal, at office in West Palm Beach, Florida, this the 29th day of March 2007.

Donna D. Gomersall
Notary Public



STATE OF Florida)
COUNTY OF Palm Beach)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Chester Brandes with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself/himself to be the President / CEO of Imperial Brands, Inc. and as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

Witness my hand and seal, at office in West Palm Beach, Florida, this the 29th day of March 2007.

Donna D. Gomersall
Notary Public



[Trademark Assignment Signature Page]

SCHEDULE 1

<u>Marks/(Nation):</u>	<u>Serial #</u>	<u>Registration #</u>	<u>Registration / (Application) Date</u>	<u>Status</u>
RON CARLOS (European Union)	3228038	3228038	March 1, 2005	Registered
RON CARLOS (U.S.A.)	76/525196	2881013	September 7, 2004	Registered
EDMUNDO (U.S.A.)	78/884296	3217781	March 13, 2007	Registered
PAUL DUPRE (U.S.A.)	71/686767	622426	February 28, 1956	Registered and renewed
GIOVANNI MORENO (U.S.A.)	78/889925		(May 23, 2006)	Filed and pending; Response to Office Action due on August 3, 2007
EDMUNDO (Honduras)	13538-03	90085	March 2, 2004	Registered