

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Imperial Brands, Inc.		12/21/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	622426	PAUL DUPRE
Registration Number:	1261878	OLD FLORIDA RUM COMPANY
Registration Number:	2881013	RON CARLOS
Registration Number:	3217781	EDMUNDO
Serial Number:	78889925	GIOVANNI MORENO
Serial Number:	77159895	POLONAISE
Serial Number:	77173320	MONTCIGALE
Serial Number:	77175002	LANCUT
Serial Number:	77174999	NORD
Serial Number:	77177169	TCHAIKOVSKY
Serial Number:	77185110	FLORIDA CANE
Serial Number:	77185089	FLORIDA ORANGE
Serial Number:	77185101	PINK BIRD

CH \$390.00 622426

Serial Number:	77211799	OPEN FLOWER
Serial Number:	77222852	THE VODKA KING

CORRESPONDENCE DATA

Fax Number: (404)522-8409
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-523-5300
Email: sls@phrd.com
Correspondent Name: Steven L. Schaaf, Paralegal
Address Line 1: 285 Peachtree Center Avenue, N.E.
Address Line 2: Suite 1500
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	2689.42
NAME OF SUBMITTER:	Mitchell M. Purvis
Signature:	/MMP/
Date:	01/02/2008

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of December 21, 2007, between **BANK OF AMERICA, N.A.**, a national banking association having an office at 300 Galleria Parkway, N.W., Suite 800, Atlanta, Georgia 30339 (together with its successors and assigns, "Lender"), and **IMPERIAL BRANDS, INC.**, a Delaware corporation having its principal place of business at 11505 Fairchild Gardens Avenue, Suite 204, Palm Beach Gardens, Florida 33410 (the "Company").

Recitals:

The Company desires to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement of even date herewith by and between the Company and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement").

Lender is willing to make loans and other financial accommodations to the Company from time to time, pursuant to the terms of the Loan Agreement, provided that the Company executes and delivers this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, the Company hereby agrees with Lender as follows:

1. Each capitalized term used in this Agreement (including those used in the Recitals hereto), unless otherwise defined, shall have the meaning ascribed to such term in the Loan Agreement.

2. To secure the prompt payment and performance of all of the Obligations, the Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of the Company, whether now owned or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company represents and warrants to Lender that:
 - (a) As of the date of this Agreement, each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable; and
 - (b) As of the date of this Agreement, each of the Trademarks is valid and enforceable.
4. The Company covenants and agrees with Lender that until Full Payment of all of the Obligations:
 - (a) The Company will use commercially reasonable efforts to maintain the quality of the products associated with the Trademarks at a level not adversely inconsistent with the quality at the time of this Agreement; and
 - (b) Except for Trademarks abandoned by the Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), the Company will file an affidavit of use with the United States Patent and Trademark Office during the sixth year of registration for each registered Trademark as required by Applicable Law.
5. Until Full Payment of all of the Obligations, the Company shall not enter into any agreement (including, without limitation, any license agreement) with any Person that is inconsistent with the Company's obligations under this Agreement.
6. If, before Full Payment of all of the Obligations, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, then the provisions of paragraph 2 of this Agreement shall automatically apply thereto, and the Company shall give Lender prompt written notice thereof.
7. The Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 6 hereof.
8. At any time that an Event of Default exists, Lender shall have all rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under Applicable Law. The Company hereby agrees that ten (10) days written notice to the Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice. At any such sale or disposition, Lender may, to the extent permitted by Applicable Law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be

paid over to the Company. If any deficiency shall arise, the Company and each Guarantor of the Obligations shall remain jointly and severally liable therefor.

9. The Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse the Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

10. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company (it being the intent of the Company and Lender that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by the Company **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum rate of interest then applicable for Base Rate Revolver Loans.

11. The Company shall use commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. The Company shall have the duty to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Lender's request), to file and prosecute commercially reasonable opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts necessary in order to preserve and maintain all rights in the Trademarks, unless, with respect to a particular Trademark, the failure to take such action could not be reasonably expected to have a Material Adverse Effect. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Lender, unless the Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

12. Notwithstanding anything to the contrary contained in paragraph 11 of this Agreement, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Company shall at the request of Lender do any and all lawful acts (including but not limited to bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the enforcement of Lender's rights under this paragraph 12.

13. If the Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Lender may discharge such obligations in the Company's name or in Lender's name, in Lender's sole discretion, but at the Company's expense, and the Company agrees to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

14. No course of dealing between the Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7 hereof.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

19. The Company hereby waives notice of Lender's acceptance of this Agreement.

20. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

21. To the fullest extent permitted by Applicable Law, the Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

[Remainder of Page Intentionally Left Blank - Signatures Follow]

WITNESS the execution of this Agreement as of the day and year first above written.

IMPERIAL BRANDS, INC.
("Company")

By: William J. Viggiano
William J. Viggiano, Vice President and
Chief Financial Officer

Accepted in Atlanta, Georgia:

BANK OF AMERICA, N.A.
("Lender")

By: _____
Robert J. Walker, Senior Vice
President

WITNESS the execution of this Agreement as of the day and year first above written.

IMPERIAL BRANDS, INC.
("Company")

By: _____
William J. Viggiano, Vice President and
Chief Financial Officer

Accepted in Atlanta, Georgia:

BANK OF AMERICA, N.A.
("Lender")


By:  _____
Robert J. Walker, Senior Vice
President

EXHIBIT A

United States Trademarks

<u>Trademark Name</u>	<u>Registration No.</u>	<u>Registration Date</u>
PAUL DUPRÉ	622426	02/28/1956
OLD FLORIDA RUM COMPANY	1261878	12/20/1983
RON CARLOS	2881013	09/07/2004
EDMUNDO	3217781	03/13/2007

United States Trademark Applications

<u>Trademark Name</u>	<u>Serial No.</u>	<u>Application Date</u>
GIOVANNI MORENO	78889925	05/23/2006
POLONAISE	77159895	04/18/2007
MONTCIGALE	77173320	05/04/2007
LANCUT	77175002	05/07/2007
NORD	77174999	05/07/2007
TCHAIKOVSKY	77177169	05/10/2007
FLORIDA CANE	77185110	05/18/2007
FLORIDA ORANGE	77185089	05/18/2007
PINK BIRD	77185101	05/18/2007
OPEN FLOWER	77211799	06/21/2007
THE VODKA KING	77222852	07/05/2007

Foreign Trademarks and Trademark Applications

None