

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
R.J. Reynolds Tobacco Company		01/31/2008	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JP Morgan Chase Bank, N.A.		
<b>Street Address:</b>	4 New York Plaza, 4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10004		
<b>Entity Type:</b>	Collateral Agent:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3309369	PRIDE IN TOBACCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-819-8200		
<b>Email:</b>	trademarkdocket@whitecase.com		
<b>Correspondent Name:</b>	Matthew Bart		
<b>Address Line 1:</b>	White & Case LLP		
<b>Address Line 2:</b>	1155 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	1107993-0127		
<b>NAME OF SUBMITTER:</b>	Matthew Bart		
<b>Signature:</b>	/Matthew Bart/		

CH 3309369 \$40.00

Date:

03/17/2008

**Total Attachments: 5**

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**ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES**  
**PATENTS AND TRADEMARKS**

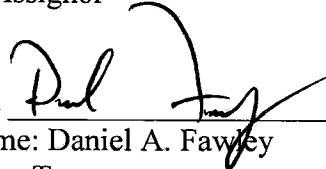
**FOR GOOD AND VALUABLE CONSIDERATION**, the sufficiency and receipt of which are hereby acknowledged, R. J. REYNOLDS TOBACCO COMPANY, a North Carolina corporation (the "Assignor") with principal offices at 401 North Main Street, Winston Salem, NC 27101, hereby assigns and grants to JPMORGAN CHASE BANK, N.A., as Collateral Agent, with principal offices at 4 New York Plaza, 4<sup>th</sup> Floor, New York, New York 10004 (the "Assignee"), a security interest in (i) all of Assignor's right, title and interest in and to Assignor's trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, (ii) all of the Assignor's right, title and interest in and to the patents and patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the business(es) with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

This Assignment of Security Interest is made to secure the satisfactory performance and payment of all Obligations of the Assignor, as such term is defined in the Security Agreement, among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of July 15, 2003, amended and restated as of July 30, 2004, amended and restated as of May 31, 2006 and as further amended and restated as of June 28, 2007 (as so amended and restated and as the same may be further amended, modified, restated and/or supplemented from time to time, the "Security Agreement") and shall be effective as of the date of the Security Agreement. Upon the termination of the Security Agreement pursuant to Section 10.9(a) of the Security Agreement, the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

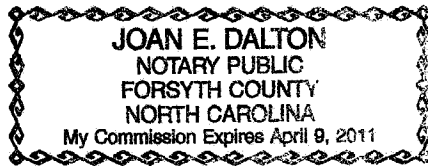
**IN WITNESS WHEREOF**, the undersigned have executed this Assignment of Security Interest as of the 30<sup>th</sup> day of January, 2008.

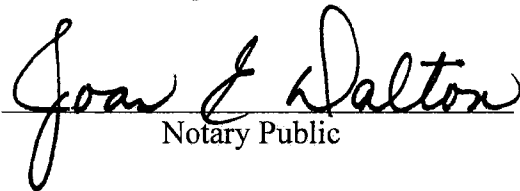
**R. J. REYNOLDS TOBACCO COMPANY,**  
as Assignor

By:   
Name: Daniel A. Fawley  
Title: Treasurer

State of North Carolina        )  
  )  
County of Forsyth                )

On this 30<sup>th</sup> day of January, 2008, before me personally came Daniel A. Fawley who, being duly sworn, did depose and say the he is Treasurer of R. J. Reynolds Tobacco Company, that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



  
Notary Public

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 31 day of January, 2008.

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent, and as Assignee

By: Barbara R Marks  
Name: Barbara R Marks  
Title: Executive Director

State of New York )  
County of New York )

On this 31<sup>st</sup> day of January, 2008, before me personally came Barbara Marks who, being duly sworn, did state as follows: that [s]he is Executive Director of JPMorgan Chase Bank, N. A., that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Edeline C. Adderley  
Notary Public

EDELINE C. ADDERLEY  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01AD6079940 QUALIFIED IN BRONX COUNTY  
CERTIFICATE FILED IN NEW YORK COUNTY  
MY COMMISSION EXPIRES SEPT. 3, 2010

MARKS

REGISTRATIONS:

Country/ Trademark	Registration No.	Registration Date
United States PRIDE IN TOBACCO	3309369	10/9/07

APPLICATIONS:

None

**PATENTS****ISSUED:**

<b>Country</b>	<b>Patent No.</b>	<b>Issue Date</b>
United States	7,275,548	10/02/2007
United States	7,275,549	10/02/2007
United States	7,276,120	10/02/2007
United States	7,281,540	10/16/2007
United States	7,290,549	11/06/2007
United States	7,293,564	11/13/2007
United States	7,296,578	11/20/2007
United States	7,308,898	12/18/2007
Japan	4015723	09/21/2007

**APPLICATIONS:**

<b>Country/ Application No.</b>	<b>Filing Date</b>
United States 11/868,264	10/05/2007
United States 11/927,787	10/30/2007
United States 11/933,680	11/01/2007
United States 29/297,517	11/13/2007
United States 29/297,520	11/13/2007
PCT (Patent Cooperation Treaty) US2007/080048	10/01/2007
PCT (Patent Cooperation Treaty) US2007/081461	10/16/2007
Japan 2007-279945	10/29/2007
Japan 2007-279946	10/29/2007
Japan 2007279947	10/29/2007