

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
Imperial Brands, Inc.		04/03/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Mizkan Americas, Inc.		
Street Address:	1661 Feehanville Drive, Suite 300		
City:	Mt. Prospect		
State/Country:	ILLINOIS		
Postal Code:	60056		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78884296	EDMUNDO	
Serial Number:	78889925	GIOVANNI MORENO	
Serial Number:	71686767	PAUL DUPRE	
CORRESPONDENCE DATA			
Fax Number:	(213)613-2950		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-613-2827		
Email:	langenberg@hugheshubbard.com		
Correspondent Name:	Peter Langenberg		
Address Line 1:	350 South Grand Avenue, 36th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Peter Langenberg		
Signature:	/Peter Langenberg/		
Date:	04/10/2008		

OP \$90.00 78884296

Total Attachments: 3
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TRADEMARK ASSIGNMENT

April 3, 2008

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, Imperial Brands, Inc., a Delaware corporation ("Assignor"), does hereby sell, transfer and set over to Mizkan Americas, Inc., a Michigan corporation ("Assignee"), pursuant to the terms of that certain Asset Purchase Agreement by and among Assignor and Assignee dated as of even date herewith, all of Assignor's worldwide rights, title and interest in and to all of the trademarks, service marks and pending applications or registrations (including any renewals or extensions of such applications and registrations) set forth on Schedule 1 attached hereto (collectively, the "Marks"), together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, and all rights therein and thereto in any country or locality worldwide, and the 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 as well as the applications and registrations and any renewals or extensions of any applications and registrations for such Marks 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.

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

IMPERIAL BRANDS, INC.

By: Chester D. Brandes
Name: Chester D. Brandes
Title: President and Chief Executive Officer

MIZKAN AMERICAS, INC.

By: Craig M. Smith
Name: Craig M. Smith
Title: President

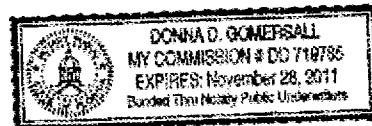
STATE OF Florida)
COUNTY OF Palm Beach)

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 Pres. 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 on behalf of the corporation.

Witness my hand and seal, at office in West Palm Beach, FL, this the 3rd day of April 2008.

Donna D. Gomersall
Notary Public

My Commission Expires: _____



[Trademark Assignment Signature Page]

SCHEDULE 1

Trademarks

Mark: "EDMUNDO"

United States

Serial Number: 78884296

International Class: 033

Class Status: Active Cooking wine

Basis: 1(a)

First Use Date: 1966-00-00

First Use in Commerce Date: 1966-00-00

Registration Date: March 13, 2007

Registration Number: 3217781

Filing Date: May 16, 2006

Mark: "GIOVANNI MORENO"

United States

Serial Number: 78889925

International Class: 030

Class Status: Active Vinegar

Basis: 1(a)

Current Filing Basis: 1(b)

First Use Date: 1998-08-00

First Use in Commerce Date: 1998-08-00

Current Status: Published for Opposition September 11, 2007

Filing Date: May 23, 2006

Mark: "Paul Dupre"

United States

Serial Number 71686767

Registration Number 622426

U.S. Class: 47

International Class: 33

First Use Date: 1941-1-11

First Use in Commerce Date: 1941-1-11

Status: Registered February 28, 1956

Filing Date: May 3, 1955

10 Year Renewal for Mark: "Paul Dupre"

Renewal Application filed: May 23, 2006

Renewal Application approved: August 16, 2006

Next ten-year renewal due: February 28, 2016