

**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
House of Windsor, Inc.		06/10/2008	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA	
Name:	American Western, Inc.
Street Address:	2575 Queen City Avenue
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45238
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	1131937	ARGOSY
Registration Number:	1100325	BLACK ARGOSY
Registration Number:	1118405	BARKING DOG NEVER BITES
Registration Number:	0370968	BRIGGS
Registration Number:	1453455	CLEAR VIEW
Serial Number:	71571351	COUNTRY DOCTOR PIPE MIXTURE JEAN HERSHOLT
Registration Number:	0371245	COUNTRY DOCTOR
Registration Number:	0523871	FIELD & STREAM
Registration Number:	0776495	FIELD & STREAM
Registration Number:	0520388	MODEL
Registration Number:	0185165	REVELATION
Registration Number:	1052575	UNION LEADER
Registration Number:	0501106	UNION LEADER
Registration Number:	1545585	ALL NATURAL LEAF WRAPPERS

OP \$840.00 1131937

Registration Number:	1338299	CARIBBEAN CASINOS
Registration Number:	1348442	CARIBBEAN PETITES
Registration Number:	0879790	CARIBBEAN ROUNDS
Registration Number:	0886201	CARIBBEAN ROYALES
Registration Number:	1243830	CROOKETTES
Registration Number:	0779750	HOUSE OF WINDSOR
Registration Number:	1304054	HOUSE OF WINDSOR
Registration Number:	1522848	HOUSE OF WINDSOR EST. 1918 ROYAL FAMILY OF TABACCO PRODUCTS
Registration Number:	0865214	MARK IV
Registration Number:	1561267	PALMA LITES
Registration Number:	0805809	PALMA THROW-OUTS
Registration Number:	0509916	RUM RIVER
Registration Number:	1519106	SPORTSMEN SERIES
Registration Number:	1498870	SPORTSMEN SERIES
Registration Number:	1570137	WOLF BROS.
Registration Number:	1585028	WOLF
Registration Number:	0510654	WOLF BROS.
Registration Number:	1570136	
Registration Number:	1519107	WOLF PACK

**CORRESPONDENCE DATA**

Fax Number: (513)579-6457  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 5135796960  
Email: trademarks@kmklaw.com  
Correspondent Name: Courtney A. Laginess  
Address Line 1: One East Fourth Street  
Address Line 2: Suite 1400  
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	BE6280REA002
NAME OF SUBMITTER:	Courtney A. Laginess
Signature:	/Courtney A. Laginess/
Date:	06/10/2008

Total Attachments: 16  
source=assignmentsig#page1.tif

source=assignmentsig#page2.tif  
source=assignmentsig#page3.tif  
source=assignmentsig#page4.tif  
source=assignmentsig#page5.tif  
source=assignmentsig#page6.tif  
source=assignmentsig#page7.tif  
source=assignmentsig#page8.tif  
source=assignmentsig#page9.tif  
source=assignmentsig#page10.tif  
source=assignmentsig#page11.tif  
source=assignmentsig#page12.tif  
source=assignmentsig#page13.tif  
source=assignmentsig#page14.tif  
source=assignmentsig#page15.tif  
source=assignmentsig#page16.tif



**EXHIBIT A**

**ASSIGNMENT OF TRADEMARKS**

WHEREAS, [HOW INVESTMENT COMPANY, a Delaware] [WOLTMAR, INC., a Pennsylvania] [HOUSE OF WINDSOR, INC., a Pennsylvania] corporation, with its chief executive office at \_\_\_\_\_, \_\_\_\_\_, ("Assignor"), has acquired, adopted and used, and is using, the trademarks listed on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Assignor and American Case & Luggage, Inc., an Ohio corporation ("Assignee"), have entered into that certain Security Agreement by and between Assignor, Assignee and the other Borrowers named therein dated of even date herewith (the "Security Agreement"), by which Assignee has acquired security interests in said trademarks and the applications or registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby grant, transfer, assign and convey a security interest to Assignee in all rights, titles and interests in and to the said trademarks, together with the goodwill of the business symbolized by the trademarks, and in the registrations or applications for registration thereof.

Assignor further covenants and warrants to Assignee:

- (a) that Assignor is the sole and exclusive owner of the trademarks and all rights comprised in the trademarks and has the full authority to make this assignment;
- (b) that the trademarks have not heretofore been pledged, hypothecated or otherwise encumbered, except such encumbrances as have been released on or before the date hereof, and are in all aspects free and clear of any encumbrances;
- (c) that the validity of the trademarks has never been questioned;
- (d) that Assignor has not entered into any contract or made any commitment that will or may impair Assignee's rights hereunder; and
- (e) that the trademarks and all rights comprised in the trademarks shall not be licensed or assigned in any manner without the prior written consent of Assignee.

THIS ASSIGNMENT OF TRADEMARKS SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF OHIO, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademarks as of this 16th day of November, 2000.

HOW INVESTMENT COMPANY

By: John E. Woltman  
Name: John E. Woltman  
Title: President

STATE OF PA )  
County of York )

On this 16th day of November, 2000, before me personally appeared John E. Woltman, the president of the corporation, who signed this instrument and acknowledged that he/she signed it as a free act on behalf of the corporation.

Buffy Urey  
Notary Public

NOTRIAL SEAL  
BUFFY UREY, Notary Public  
Red Lion Boro., York County  
My Commission Expires Aug. 9, 2004

THIS ASSIGNMENT OF TRADEMARKS SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF OHIO, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademarks as of this 16th day of November, 2000.

HOUSE OF WINDSOR, INC.

By: John E. Woltman  
Name: John E. Woltman  
Title: President

STATE OF PA )  
County of York )

On this 16th day of November, 2000, before me personally appeared John E. Woltman, the President of the corporation, who signed this instrument and acknowledged that he/she signed it as a free act on behalf of the corporation.

Buffy Urey  
Notary Public

NOTRIAL SEAL  
BUFFY UREY, Notary Public  
Red Lion Boro., York County  
My Commission Expires Aug. 9, 2004



THIS ASSIGNMENT OF TRADEMARKS SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF OHIO, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademarks as of this 16th day of November, 2000.

WOLTMAR, INC.

By: John E. Woltema  
Name: John E Woltema  
Title: President

STATE OF PA )  
York County )

On this 16th day of November, 2000, before me personally appeared John E. Woltema the president of the corporation, who signed this instrument and acknowledged that he/she signed it as a free act on behalf of the corporation.

Buffy Urey  
Notary Public

NOTRIAL SEAL  
BUFFY UREY, Notary Public  
Red Lion Boro., York County  
My Commission Expires Aug. 9, 2004

THIS ASSIGNMENT OF TRADEMARKS SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF OHIO, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademarks as of this 16th day of November, 2000.

[HOW INVESTMENT COMPANY]  
[WOLTMAR, INC.]  
[HOUSE OF WINDSOR, INC.]

By: John E. Wolterman  
Name: John E Wolterman  
Title: President

STATE OF PA )  
County of York )

On this 16th day of November, 2000, before me personally appeared John E Wolterman the President of the corporation, who signed this instrument and acknowledged that he/she signed it as a free act on behalf of the corporation.

Buffy Urey  
Notary Public

NOTRIAL SEAL  
BUFFY UREY, Notary Public  
Red Lion Boro., York County  
My Commission Expires Aug. 9, 2004

**AMERICAN WESTERN INC.  
2575 Queen City Avenue  
Cincinnati, Ohio 45238**

February 20, 2008

House of Windsor, Inc.  
150 Orchard Street  
Yoe, Pennsylvania 17313

HOW Investment Company  
150 Orchard Street  
Yoe, Pennsylvania 17313

Woltmar, Inc.  
150 Orchard Street  
Yoe, Pennsylvania 17313

John Woltman, III  
150 Orchard Street  
Yoe, Pennsylvania 17313

Red Lion International, Ltd.  
150 Orchard Street  
Yoe, Pennsylvania 17313

BOBINAS, S.A. de C.V.  
Talanga, Francisco Morazon  
Honduras, C.A.

Re: Notice of Default

Ladies and Gentlemen:

Reference is made to the following documents:

(i) Loan and Security Agreement between House of Windsor, Inc. ("HOW") and Fidelity Funding, Inc. ("FFI") dated March 14, 1997 (as amended, restated or modified the "HOW Loan Agreement"), and as assigned by FFI to Guaranty Business Credit Corporation ("GBCC"), and as further assigned to American Case and Luggage Company, n/k/a American Western Inc. ("American Western") pursuant to an Assignment and Assumption Agreement dated December 4, 2000 (the "Assignment Agreement");

(ii) Security Agreement between HOW and Fidelity Funding of California, Inc. ("FFOC") dated March 14, 1997, and as assigned by FFOC to GBCC, and as further assigned to American Western pursuant to the Assignment Agreement;

(iii) Subordinated Revolving Credit Promissory Note, dated November 16, 2000, payable to American Western from HOW, HOW Investment Company ("HOW Investment") and Woltmar, Inc. ("Woltmar") in the amount of \$400,000;

(iv) Security Agreement dated November 16, 2000 between American Western, HOW, HOW Investment Company and Woltmar;

(v) Second Subordinated Revolving Credit Promissory Note dated as of March \_\_\_\_, 2003, in payable to American Western from HOW; and

February 20, 2008

Page 2

(vi) Open-End Mortgage and Security Agreement dated as of March \_\_\_\_, 2003, between HOW and American Western.

The documents in clauses (i) through (vi) above are collectively referred to as the "Loan Documents".

HOW is in default under the Loan Documents for, among other events of default, failure to pay according to the terms of the Loan Documents. As a result of default by HOW, American Western has the right to pursue its remedies under the Loan Documents including, without limitation, taking possession of the Collateral, Cash Collateral and Mortgaged Property (as such terms are defined in the Loan Documents) and selling such items at public or private sale.

American Western hereby declares the entire unpaid balance of the obligations due under the Loan Documents immediately due and payable and demands immediate payment of all principal, interest, fees and other amounts and all other deliveries due under the Loan Documents. Additional interest and late fee requirements shall continue to accrue until all obligations are paid in full.

Red Lion International, Ltd., Woltmar, John Woltman, III and BOBINAS, S.A. de C.V. (each, a "Guarantor") each executed separate Guaranties dated March 14, 1997 guaranteeing the absolute, unconditional, prompt and punctual payment of principal and interest due under the HOW Loan Agreement and other agreements and the performance of all other terms, covenants and conditions of HOW under the HOW Loan Agreement and other agreements. This letter serves as notice to each Guarantor that HOW is in default under the Loan Documents, Lender is accelerating payment of HOW's obligations, and Lender may pursue demands of payment and performance from each Guarantor under the terms of the respective Guaranties.

American Western may exercise additional rights or remedies and, except to the extent required under applicable law, American Western shall not be required to provide any additional notices to HOW or the Guarantors.

Any failure by American Western to exercise, or any delay in the exercise of, any right or remedy under the Agreements either before or after the date hereof shall not constitute a waiver of any such right or remedy or a course of dealings between the parties. American Western expressly reserves all such rights and remedies.

You are entitled to an accounting of the unpaid indebtedness. You may request an accounting by contacting American Western at the above noted address. Any questions regarding the contents of this notice may be directed to American Western at the above noted address.

February 20, 2008  
Page 3

Very truly yours,

AMERICAN WESTERN INC.

By: \_\_\_\_\_  
Alfred Berger, President

EXHIBIT "A"

Trademarks

ASSIGNMENT OF TRADEMARKS

814303.1

TRADEMARK  
REEL: 003793 FRAME: 0297

## Trademarks

<b>Trademarks associated with the pipe tobacco division</b>	
BRAND NAME	TM REG #
Argosy	1,131,937
Black Argosy	1,100,325
Barking Dog Never Bites	1,118,405
Briggs	370,968
ClearView	
Country Doctor Pipe Mixture Jean Hersholt & Design	71/571/351
Country Doctor	371,245
Field & Stream	523,871
Field & Stream Design	776,495
Model	520,388
Revelation	185,165
Union Leader	1,052,575
Union Leader	501,106
Bourbon Street	
Mapleton	
<b>Trademarks and blends associated with the cigar division</b>	
All Natural Leaf Wrappers	1,545,585
Caribbean Casinos	1,338,299
Caribbean Petites	1,348,442
Caribbean Rounds	879,790
Caribbean Royales	886,201
Croquettes	1,243,830
House of Windsor	779,750
House of Windsor & Design	1,304,054
House of Windsor Est. 1918	1,522,848
Royal Family of Tobacco Products Marks IV & Design	865,214
Palma Lites (Stylized)	1,561,267
Palma Throw-outs	805,809
Rum River (Stylized)	509,916
Sportsman Series & Design	1,519,106
Sportsman Series (Stylized)	1,498,870
Wolf Bros. & Design	1,570,137
Wolf	1,585,028
Wolf Bros. ( Stylized)	510,654
Wolf Design	1,570,136

Wolf Pack	1,519,107
-----------	-----------

And any other trademarks associated with the manufacturing and packaging of the associated cigar or pipe division.



**EXHIBIT B**

## Trademarks

<b>Trademarks associated with the pipe tobacco division</b>	
BRAND NAME	TM REG #
Argosy	1,131,937
Black Argosy	1,100,325
Barking Dog Never Bites	1,118,405
Briggs	370,968
ClearView	
Country Doctor Pipe Mixture Jean Hershort & Design	71/571/351
Country Doctor	371,245
Field & Stream	523,871
Field & Stream Design	776,495
Model	520,388
Revelation	185,165
Union Leader	1,052,575
Union Leader	501,106
Bourbon Street	
Mapleton	
<b>Trademarks and blends associated with the cigar division</b>	
All Natural Leaf Wrappers	1,545,585
Caribbean Casinos	1,338,299
Caribbean Petites	1,348,442
Caribbean Rounds	879,790
Caribbean Royales	886,201
Crookettes	1,243,830
House of Windsor	779,750
House of Windsor & Design	1,304,054
House of Windsor Est. 1918	1,522,848
Royal Family of Tobacco Products Marks IV & Design	865,214
Palma Lites (Stylized)	1,561,267
Palma Throw-outs	805,809
Rum River (Stylized)	509,916
Sportsman Series & Design	1,519,106
Sportsman Series (Stylized)	1,498,870
Wolf Bros. & Design	1,570,137
Wolf	1,585,028
Wolf Bros. ( Stylized)	510,654
Wolf Design	1,570,136

Wolf Pack	1,519,107
-----------	-----------

And any other trademarks associated with the manufacturing and packaging of the associated cigar or pipe division.