

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
Tabacalera Popular Cubana, Inc.		11/10/2008	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Max Rohr, Inc.		
Street Address:	300 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3149225	POPULAR	
Registration Number:	2509096	TABACALERA CUBANA CUBA 1913 REAL FABRICA DE TABACOS TABACALERA POPULAR CUBANA	
Registration Number:	3409586	POPULAR	
CORRESPONDENCE DATA			
Fax Number:	(203)849-9300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-849-8300		
Email:	schlesinger@gandb.com		
Correspondent Name:	Susan M. Schlesinger		
Address Line 1:	488 Main Avenue		
Address Line 4:	Norwalk, CONNECTICUT 06851		
ATTORNEY DOCKET NUMBER:	CB007USL74		
NAME OF SUBMITTER:	Susan M. Schlesinger		

OP \$90.00 3149225

Signature:

/sms/

Date:

11/20/2008

Total Attachments: 2

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ASSIGNMENT

FOR ONE DOLLAR and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tabacalera Popular Cubana, Inc. (hereinafter "Assignor"), a corporation organized and existing under the laws of the State of Florida and having an address at 12745 S.W. 72 Terrace, Miami, FL 33183, hereby assigns to Max Rohr, Inc. (hereinafter "Assignee"), a corporation organized and existing under the laws of the State of Delaware and having an address at 300 Delaware Avenue, Wilmington, DE, 19801, Assignor's entire right, title and interest in and to the following trademarks:

POPULAR

POPULAR & Design

TABACALERA CUBANA CUBA 1913 REAL FABRICA
DE TABACOS TABACALERA POPULAR CUBANA and Design

POPULAR

POPULAR & Design

TABACALERA CUBANA CUBA 1913 REAL FABRICA
DE TABACOS TABACALERA POPULAR CUBANA and Design

(hereinafter the "Trademarks"), and Assignor's entire right, title and interest in and to all trade dress associated with each of said Trademarks (the "Trade Dress"), together with the good will of the business associated with and symbolized by each of said Trademarks and Trade Dress, including without limitation, all proceeds of said Trademarks and Trade Dress, the right to sue for past, present and future infringements and all claims and causes of action therefor, as well as all of Assignor's rights under that certain license agreement dated October 18, 2006 between Assignor and Virginia Carolina Corporation, Inc. (the "License"), but none of Assignor's obligations or liabilities thereunder that predate this assignment, and any and all trademark registrations for the Trademarks and Trade Dress, including without limitation the following U.S. trademark registrations:

REGISTRATION NUMBER	TRADEMARK
U.S. Reg. No. 3,149,225	POPULAR

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U.S. Reg. No. 2,509,096	TABACALERA CUBANA CUBA 1913 REAL FABRICA DE TABACOS TABACALERA POPULAR CUBANA and Design
U.S. Reg. No. 3,409,586	POPULAR and Design

to be held and enjoyed by said Assignee for its own use and benefit and for the use and benefit of its successors and assigns as fully and as entirely as the same would have been held and enjoyed by Assignor had the assignment not been made.

ASSIGNOR COVENANTS and AGREES that it will, at any time upon request, without further compensation, execute and deliver any and all papers or instruments that in the reasonable opinion of the Assignee may be necessary or desirable to secure to said Assignee the full enjoyment of the rights, title and interest hereby conveyed or intended to be conveyed.

ASSIGNOR FURTHER COVENANTS and AGREES that Assignor owns all rights, title and interest in and to the Trademarks, and that, with the exception of the License, the Trademarks are not subject to any license, lien or other encumbrance.

Signed, Sealed and delivered at _____ this 10 day of NOV, 2008.

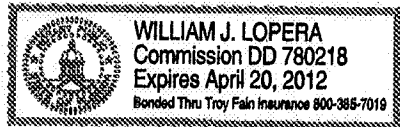
TABACALERA POPULAR CUBANA, INC.

[Signature]

 President

State of Florida)
) ss.:
 County of Miami-Dade)

On the 10 day of NOV, 2008 before me personally came Pedro Lopez, to me known and known to me to be the President of the Assignor above named, and duly acknowledged to me that he executed the foregoing Assignment.



[Signature]

 Notary Public

(AFFIX SEAL)

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* and who represented himself to be the President of Assignor.

[Signature]

TRADEMARK