

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.		02/20/2008	CORPORATION:

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: 18

Property Type	Number	Word Mark
Serial Number:	72262335	MAGNATES
Serial Number:	71281330	MARCELLO
Serial Number:	73384540	PRIVATE STOCK SF&S CABINET SELECTION
Serial Number:	71550873	OLD BRIAR
Serial Number:	73727928	RANDOM
Serial Number:	71525354	ROCKY FORD
Serial Number:	72303470	SEAFARERS
Serial Number:	72209375	WINDSOR
Serial Number:	72154595	CITY CLUB
Serial Number:	72257954	CLUBHOUSE SELECCIONS
Serial Number:	72289899	DOUBLE EAGLE
Serial Number:	72154589	EL DALLO
Serial Number:	71536934	FRIENDS
Serial Number:	72256736	HANOVER HOUSE

OP \$465.00 72262335

Serial Number:	73458044	I B & G
Serial Number:	73754101	BANJO
Serial Number:	71531550	BANJO
Serial Number:	72095527	GLADSTONE

CORRESPONDENCE DATA

Fax Number: (513)579-6457

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 5135796959

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:	03/17/2009

Total Attachments: 11

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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

EXHIBIT "A"

Trademarks

ASSIGNMENT OF TRADEMARKS

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Trademarks

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

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)

(ii)

(iii)

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

(v)

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(vi)



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.



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.

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Very truly yours,

AMERICAN WESTERN INC.

By: _____
Alfred Berger, President

EXHIBIT B
TRADEMARKS

	<u>Trademark</u>	<u>U.S. Serial Number (if applicable)</u>
1.	MAGNATES	72262335
2.	MARCELLO	71281330
3.	PRIVATE STOCK SF&S CABINET SELECTION (& design)	73384540
4.	OLD BRIAR	71550873
5.	RANDOM	73727928
6.	ROCKY FORD	71525354
7.	SEAFARERS	72303470
8.	WINDSOR	72209375
9.	CITY CLUB	72154595
10.	CLUB HOUSE SELECCIONS	72257954
11.	DOUBLE EAGLE	72289899
12.	EL DALLO	72154589
13.	FLYING DUCK	N/A
14.	FRIENDS	71536934
15.	HANOVER HOUSE	72256736
16.	I B & G	73458044
17.	BANJO	73754101
18.	BANJO & design	71531550
19.	GLADSTONE	72095527

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