

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the second assignee previously recorded on Reel 003809 Frame 0046. Assignor(s) hereby confirms the assignment of the entire interest and goodwill.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Western, Inc.		06/11/2008	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Calvin A Phelps
Street Address:	321 Farmington Road
City:	Mocksville
State/Country:	NORTH CAROLINA
Postal Code:	27028
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	House of Windsor, LLC
Composed Of:	COMPOSED OF Calvin A. Phelps, Manager, of North Carolina, USA and W. Michael Mebane, Manager, of North Carolina, USA
Street Address:	321 Farmington Road
City:	Mocksville
State/Country:	NORTH CAROLINA
Postal Code:	27028
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1545585	ALL NATURAL LEAF WRAPPERS

CORRESPONDENCE DATA

Fax Number: (336)940-3669
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3369404818

OP \$40.00 1545585

Email: carole@renegadetobaccousa.com
Correspondent Name: Calvin Phelps
Address Line 1: 321 Farmington Road
Address Line 4: Mocksville, NORTH CAROLINA 27028

NAME OF SUBMITTER:	Calvin A. Phelps
Signature:	/Calvin A. Phelps/
Date:	05/18/2009

Total Attachments: 5
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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

07/03/2008
900110509

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Execution Date previously recorded on Reel 003797 Frame 0826. Assignor(s) hereby confirms the assigns the entire interest and the goodwill.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Western, Inc.		06/11/2008	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	House of Windsor, LLC
Street Address:	321 Farmington Road
City:	Mocksville
State/Country:	NORTH CAROLINA
Postal Code:	27028
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1545585	ALL NATURAL LEAF WRAPPERS
Registration Number:	1338299	CARIBBEAN CASINOS
Registration Number:	1348442	CARIBBEAN PETITES
Registration Number:	0879790	CARIBBEAN ROUNDS
Registration Number:	0886201	CARIBBEAN ROYALES
Registration Number:	1243830	CROQUETTES
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

OP \$515.00 1545585

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:	(336)940-3669
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3369404818
Email:	carole@renegadetobaccousa.com
Correspondent Name:	Carole Folmar
Address Line 1:	321 Farmington Road
Address Line 4:	Mocksville, NORTH CAROLINA 27028

NAME OF SUBMITTER:	Calvin Phelps
Signature:	/Calvin Phelps/
Date:	07/03/2008

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is effective as of this 11th day of June, 2008, from American Western, Inc., a corporation of the State of Ohio, (hereinafter "Assignor"), to House of Windsor, LLC, a limited liability company of the state of North Carolina and Calvin Phelps, an individual and resident of the state of North Carolina (together House of Windsor, LLC and Calvin Phelps hereinafter "Assignee").

WHEREAS, House of Windsor, Inc. has adopted, has used, is using, and is the owner of the trademarks shown on Schedule A attached hereto, and made a part hereof (the "Trademarks");

WHEREAS, Assignor, as a secured party of House of Windsor, Inc., has foreclosed upon the Trademarks, including, but not limited to, the goodwill symbolized thereby, along with substantially all of the assets in connection with which the Trademarks are used and has been used and sold such Trademarks pursuant to an Article 9 sale conducted pursuant to the Uniform Commercial Code;

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such Trademarks, including, but not limited to, the goodwill symbolized thereby, along with substantially all of the assets in connection with which the Trademarks are used and has been used, and Assignor desires to assign such Trademarks, goodwill and assets to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to the Trademarks, and the assets and goodwill of the business symbolized thereby. This assignment includes all statutory and/or common law rights for such Trademarks, and any and all trade names, trademarks, and trade dress used therewith, and any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks, including the right to receive all proceeds and damages therefrom. This Assignment includes all rights to obtain registrations and/or renewals of registration or other legal protections pertaining to the Trademarks.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

[Signatures on Next Page]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the 30th day of May, 2008.

ASSIGNOR AMERICAN WESTERN, INC.:
Signature: [Handwritten Signature]

Printed Name: ALFRED V. BERGER JR.

State of Ohio)
County of Hamilton) : SS

On this 30 day of May, 2008, before me appeared Alfred Berger, the person who signed this instrument, who acknowledged that he signed it as a free act on his own behalf.

[Handwritten Signature]
Signature of Notary Public



MARK L. OPTIZ
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

SCHEDULE A

Trademarks

<u>Trademark</u>	<u>U.S. Registration Number</u>
1. "All Natural Leaf Wrappers"	1,545,585
2. Caribbean Casinos	1,338,299
3. Caribbean Petites	1,348,442
4. Caribbean Rounds	879,790
5. Caribbean Royales	886,201
6. Croquettes	1,243,830
7. House of Windsor	779,750
8. House of Windsor & Design	1,304,054
9. House of Windsor Est. 1918	1,522,848
Royal Family of Tobacco Products	
10. Marks IV & Design	865,214
11. Palma Lites (Stylized)	1,561,267
12. Palma Throw-outs	805,809
13. Rum River (Stylized)	509,916
14. Sportsman Series & Design	1,519,106
15. Sportsman Series (Stylized)	1,498,870
16. Wolf Bros. & Design	1,570,137
17. Wolf	1,585,028
18. Wolf Bros. (Stylized)	510,654
19. Wolf Design	1,570,136
20. Wolf Pack	1,519,107

And any other trademarks associated with the manufacturing and packaging of the associated cigars under this Agreement.

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