

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jennifer L. Accuardi-King		05/05/2009	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Tobacco Company, L.P.		
<b>Composed Of:</b>	COMPOSED OF National Tobacco Finance Corporation, a Delaware corporation.		
<b>Street Address:</b>	3029 West Muhammad Ali Boulevard		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40212		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2911785	LONE STAR	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(502)540-2270		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	502/587-3789		
Email:	sjh2@gdm.com		
Correspondent Name:	Suzan J. Hixon		
Address Line 1:	101 South Fifth Street		
Address Line 2:	3500 National City Tower		
Address Line 4:	Louisville, KENTUCKY 40202		
ATTORNEY DOCKET NUMBER:	018275.047411		
NAME OF SUBMITTER:	Suzan J. Hixon		
Signature:	/Suzan J. Hixon/		

CH \$40.00 2911785

**900134938**

**TRADEMARK  
 REEL: 003994 FRAME: 0490**

Date:

05/27/2009

Total Attachments: 3

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment"), made and entered into as of this 5<sup>th</sup> day of ~~April~~<sup>May</sup> 2009, is from Jennifer L. Accuardi-King, an individual having an address listed at 5203 County Road 1470, Lubbock, Texas 79407-5750 (hereinafter "Assignor"), to National Tobacco Company, L.P., a Delaware Limited Partnership, having an address at 3029 West Muhammed Ali Boulevard, Louisville, Kentucky 40212 (hereinafter "Assignee").

### RECITALS:

WHEREAS, Assignor is or claims to be the sole owner of the exclusive right, title and interest in and to the trademark (hereinafter called the "Mark") as shown on Schedule "A", attached hereto and incorporated herein by reference.

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to receive from Assignor, the entire and exclusive right, title and interest in and to the Mark together with the goodwill of the businesses symbolized by the Mark.

### AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee and its successors, assigns and nominees without any restrictions, reservations or limitations:

1. The entire and exclusive right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark, including the right to register the Mark to Assignee's name throughout the world;
2. The sole right to enforce rights in said Mark with the right to sue for and recover for Assignee's own use accrued profits or damages for any and all causes of action, claims and demands and other rights for infringements thereof, including, but not limited to, past infringements with respect to which Assignor waives any right to receive any portion thereof; and
3. Assignor covenants that Assignor has the full right to enter into this Assignment and further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

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TRADEMARK

REEL: 003994 FRAME: 0492

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their authorized officers, all as of the day and year first written above.

Jennifer L. Accuardi-King

[Signature]  
("Assignor")

By: Jennifer Accuardi King  
(Print Name)

Date: 4/18/09  
[Signature] 5-5-09

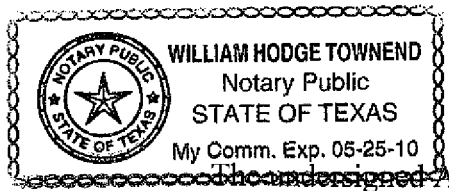
STATE OF Tx )  
) SS  
COUNTY OF Lubbock )

The foregoing instrument was acknowledged before me this 5<sup>TH</sup> day of <sup>May</sup>~~April~~ 2009, by Jennifer L. Accuard-King, Assignor.

My commission expires 05-25-10.

(SEAL)

[Signature]  
Notary Public



ACCEPTANCE

~~The undersigned~~ Assignee hereby declares that it has accepted the foregoing Assignment.

National Tobacco Company, L.P.

By: LeAnne Moore ~~LeAnne Moore~~  
(Print Name)

Title: Asst. General Counsel  
("Assignee")

Date: 5/15/09

**Schedule A**

<b>Mark</b>	<b>Reg. No.</b>	<b>Goods/Services</b>
LONE STAR	2,911,785	Cigarettes, tobacco (IC 34)