

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
THE NATIONAL CIGAR CORPORATION		09/28/2010	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	NICARAGUA AMERICAN CIGAR, S.A.		
Street Address:	Apartado Postal #64, donde Fue Colectivo Luisa Amanda Espinosa, Barriro del Rosario		
City:	Esteli		
State/Country:	NICARAGUA		
Entity Type:	CORPORATION: NICARAGUA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0270997	RED DOT	
CORRESPONDENCE DATA			
Fax Number:	(703)920-1122		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7039201122		
Email:	kreamer@iplawsolutions.com		
Correspondent Name:	Welsh Flaxman & Gitler		
Address Line 1:	2000 Duke Street		
Address Line 2:	Suite 100		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	270997 RED DOT		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

OP \$40.00 0270997

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Stewart L. Gitler

Signature:

/slg/

Date:

09/30/2010

Total Attachments: 10

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TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 28th day of September, 2010, by and between THE NATIONAL CIGAR CORPORATION, located in Frankfort, Indiana (hereinafter called "Seller"), party of the first part, and NICARAGUA AMERICAN CIGAR, S.A., located in Esteli, Nicaragua (hereinafter called "Buyer"), party of the second part.

WHEREAS, the Seller is the owner of all right, title and interest to the federal incontestable trademark RED DOT, U.S. Reg. No. 0270997, for use on cigars (the "Trademark"); and

WHEREAS, the Seller is interested in selling the Trademark and the Buyer is interested in purchasing the Trademark, including all common law rights and all rights to the business and goodwill related thereto, on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants and promises hereinafter contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Sale and Assignment of Trademark. The Seller hereby covenants and agrees to sell to the Buyer, and the Buyer hereby covenants and agrees to purchase from the Seller, the Trademark, together with all common law rights related thereto, and all rights to the business and goodwill associated therewith symbolized by the Trademark, including the exclusive right to market and sell cigars under the Trademark in the United States.

2. Consideration. The purchase price for the Trademark and all rights thereto shall be Fifteen Thousand Dollars (\$15,000.00), which shall be paid by the Buyer to the Seller upon execution of this Agreement.

3. Assignment of Registered Trademark. Upon execution of this Agreement and delivery of the purchase price hereinabove specified, the Seller shall cause to be recorded with the Commissioner for Trademarks, U.S. Patent and Trademark Office, an assignment of the Trademark transferring and conveying to Buyer the registered Trademark and all rights to use the same. Seller shall provide evidence of such filing to Buyer within three business days following the closing of this transaction.

4. Representations and Warranties of Seller.

A. The Seller is a corporation duly incorporated, organized, validly existing and in good standing under the laws of the State of Indiana and has the corporate power to carry on its business as it is now being conducted.

B. The execution and delivery of this Agreement and all related agreements by the Seller, and the consummation by the Seller of the transaction contemplated hereby, have been duly authorized by all necessary corporate action on the part of the Seller. This Agreement, and all related agreements executed and delivered by the Seller pursuant hereto have been and will be duly executed by the Seller and constitute and will constitute the legal, valid and binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms.

C. The Seller has good and marketable title to the Trademark, and upon consummation of the transactions contemplated herein, the Buyer will have, and at the closing Seller will transfer to the Buyer, good and marketable title to the Trademark, free and clear of all liens and

encumbrances, together with all rights to the business and goodwill associated with the Trademark and the RED DOT brand name.

D. Neither the execution and delivery by the Seller of this Agreement nor the consummation by the Seller of the transactions contemplated hereby, will violate, conflict with or result in a default or cause the accelerating of the maturity of, any obligation under (i) the Charter or Bylaws of the Seller; (ii) any provision of any agreement or any other restriction to which the Seller is a party or by which the Seller is bound; or (iii) any statute, law, decree, regulation or order of any governmental authority.

5. Representations and Warranties of Buyer.

A. The Buyer is a Nicaraguan corporation duly organized, validly existing and in good standing under the laws of Nicaragua. The Buyer has the corporate power and authority to purchase and own the Trademark being acquired and to execute, deliver and perform this Agreement and to effect the transactions contemplated hereby.

B. The execution and delivery of this Agreement and all related agreements by the Buyer, and the consummation by the Buyer of the transaction contemplated hereby, have been duly authorized by all necessary corporate actions on the part of the Buyer.

C. This Agreement and all related agreements executed and delivered by the Buyer pursuant hereto, have been and will be duly executed by the Buyer and constitute, and will constitute, the legal, valid

and binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms.

D. Neither the execution and delivery by the Buyer of this Agreement, or any related agreements, nor the consummation by the Buyer of the transactions contemplated hereby, will violate, conflict with or result in a default under (i) the Articles of Incorporation or Bylaws of the Buyer; (ii) any provision of any material agreement or any other material restriction to which the Buyer is a party or which the Buyer is bound; or (iii) any material statute, law, decree, regulation or material order of any governmental authority.

6. Closing. The closing of this transaction shall occur at the convenience of the parties and shall be consummated upon the full execution and delivery of originals of this Agreement to both parties, together with the payment of the consideration to be paid by the Buyer to the Seller, or to Seller's counsel as Escrow Agent.

7. Survival of Representations and Warranties. The representations, warranties and conditions set out in this Agreement shall survive for a period of twenty-four months after the closing date at which time all such representations and warranties shall terminate.

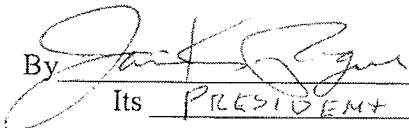
8. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned prior to the closing date by either of the parties hereto without the prior written consent of the other.

9. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana and applicable federal law. In case of any dispute related to this Agreement, the parties agree to submit to personal jurisdiction in the State of Indiana.

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

THE NATIONAL CIGAR CORPORATION

By  _____
Its PRESIDENT

NICARAGUA AMERICAN CIGAR, S.A.

By _____
Its _____

TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 28th day of September, 2010, by and between THE NATIONAL CIGAR CORPORATION, located in Frankfort, Indiana (hereinafter called "Seller"), party of the first part, and NICARAGUA AMERICAN CIGAR, S.A., located in Esteli, Nicaragua (hereinafter called "Buyer"), party of the second part.

WHEREAS, the Seller is the owner of all right, title and interest to the federal incontestable trademark RED DOT, U.S. Reg. No. 0270997, for use on cigars (the "Trademark"); and

WHEREAS, the Seller is interested in selling the Trademark and the Buyer is interested in purchasing the Trademark, including all common law rights and all rights to the business and goodwill related thereto, on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants and promises hereinafter contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Sale and Assignment of Trademark. The Seller hereby covenants and agrees to sell to the Buyer, and the Buyer hereby covenants and agrees to purchase from the Seller, the Trademark, together with all common law rights related thereto, and all rights to the business and goodwill associated therewith symbolized by the Trademark, including the exclusive right to market and sell cigars under the Trademark in the United States.

2. Consideration. The purchase price for the Trademark and all rights thereto shall be Fifteen Thousand Dollars (\$15,000.00), which shall be paid by the Buyer to the Seller upon execution of this Agreement.

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4. Representations and Warranties of Seller.

A. The Seller is a corporation duly incorporated, organized, validly existing and in good standing under the laws of the State of Indiana and has the corporate power to carry on its business as it is now being conducted.

B. The execution and delivery of this Agreement and all related agreements by the Seller, and the consummation by the Seller of the transaction contemplated hereby, have been duly authorized by all necessary corporate action on the part of the Seller. This Agreement, and all related agreements executed and delivered by the Seller pursuant hereto have been and will be duly executed by the Seller and constitute and will constitute the legal, valid and binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms.

C. The Seller has good and marketable title to the Trademark, and upon consummation of the transactions contemplated herein, the Buyer will have, and at the closing Seller will transfer to the Buyer, good and marketable title to the Trademark, free and clear of all liens and

encumbrances, together with all rights to the business and goodwill associated with the Trademark and the RED DOT brand name.

D. Neither the execution and delivery by the Seller of this Agreement nor the consummation by the Seller of the transactions contemplated hereby, will violate, conflict with or result in a default or cause the accelerating of the maturity of, any obligation under (i) the Charter or Bylaws of the Seller; (ii) any provision of any agreement or any other restriction to which the Seller is a party or by which the Seller is bound; or (iii) any statute, law, decree, regulation or order of any governmental authority.

5. Representations and Warranties of Buyer.

A. The Buyer is a Nicaraguan corporation duly organized, validly existing and in good standing under the laws of Nicaragua. The Buyer has the corporate power and authority to purchase and own the Trademark being acquired and to execute, deliver and perform this Agreement and to effect the transactions contemplated hereby.

B. The execution and delivery of this Agreement and all related agreements by the Buyer, and the consummation by the Buyer of the transaction contemplated hereby, have been duly authorized by all necessary corporate actions on the part of the Buyer.

C. This Agreement and all related agreements executed and delivered by the Buyer pursuant hereto, have been and will be duly executed by the Buyer and constitute, and will constitute, the legal, valid

and binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms.

D. Neither the execution and delivery by the Buyer of this Agreement, or any related agreements, nor the consummation by the Buyer of the transactions contemplated hereby, will violate, conflict with or result in a default under (i) the Articles of Incorporation or Bylaws of the Buyer; (ii) any provision of any material agreement or any other material restriction to which the Buyer is a party or which the Buyer is bound; or (iii) any material statute, law, decree, regulation or material order of any governmental authority.

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9. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


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

THE NATIONAL CIGAR CORPORATION

By _____
Its _____

NICARAGUA AMERICAN CIGAR, S.A.

By  _____
Its PRESIDENT