

Form PTO-1594 (Rev. 01-09)
 OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): IMPERIAL BRANDS, INC., a Delaware corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>USA</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name: <u>CARIBBEAN DISTILLERS LLC</u> Internal Address: <u>220 Alhambra Circle</u> Street Address: <u>Suite 304</u> City: <u>Coral Gables</u> State: <u>Florida</u> Country: <u>USA</u> Zip: <u>33134</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> <u>Florida limited</u> <input checked="" type="checkbox"/> <u>Other liability</u> Citizenship <u>Florida</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>10/15/10</u></p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>2881013</u></p> <p>Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): <u>Ron Carlos (USA) 09/07/04</u></p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Zaida P. Hernandez</u> Internal Address: <u>Murai Wald Biondo & Moreno, P.A.</u> Street Address: <u>1200 Ponce de Leon Blvd</u> City: <u>Coral Gables</u> State: <u>FL</u> Zip: <u>33134</u> Phone Number: <u>305-444-0101</u> Fax Number: <u>305-444-0174</u> Email Address: <u>zhernandez@mwbm.com</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed</p>
<p>8. Payment Information: Deposit Account Number _____ Authorized User Name _____</p>	
<p>9. Signature: <u>William Viggiano</u> <u>12/7/10</u> _____ _____ Signature Date <u>William Viggiano</u> Name of Person Signing</p> <p>Total number of pages including cover sheet, attachments, and document: 9</p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

The Assignee, Caribbean Distillers LLC is a Florida limited liability company. Its members are all individuals. The members are:

Carlos M. de la Cruz, Sr. USA Citizen

Rosa R. de la Cruz USA Citizen

Alberto E. de la Cruz USA Citizen

EXECUTION VERSION**TRADEMARK ASSIGNMENT****October 15, 2010**

Effective as of the date set forth above (the "Effective Date"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Imperial Brands, Inc., a Delaware corporation ("Assignor"), does hereby assign, sell, transfer and set over to Caribbean Distillers LLC, a Florida limited liability company ("Assignee"), pursuant to the terms of that certain Asset Purchase Agreement, dated as of September 10, 2010, by and among Assignor, Assignee and certain other parties thereto (the "Asset Purchase Agreement"), all of Assignor's worldwide rights, title and interest in and to all of its trademarks and service marks and any pending applications with regard to the Business Intellectual Property (as such term is defined in the Asset Purchase Agreement) listed on Schedule 1 attached hereto, any renewals or extensions of such applications and registrations, and all rights therein and thereto in any country or locality worldwide (collectively, the "Marks"), together with the goodwill of the Business in connection with which the Marks are used and which is symbolized by the Marks and the resulting right to recover damages and profits for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor agrees to execute and deliver at the request of the Assignee, any papers, instruments and assignments reasonable to vest in Assignee all of Assignor's right, title and interest in and to the Marks and the applications and registrations therefor and/or to provide evidence to support such assignment in the event such evidence is reasonably necessary and to the extent such evidence is in the possession or control of Assignor.

This Trademark Assignment may be executed in one (1) or more counterparts, each of which shall be an original. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to an electronic mail message (any such delivery, an "Electronic Delivery"), shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this assignment as of the date first set forth above.

ASSIGNOR:

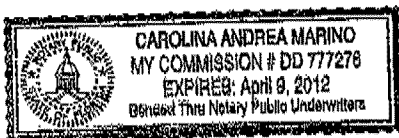
Imperial Brands, Inc., a Delaware corporation

By: *Chester Branaes*
Name: CHESTER BRANAES
Title: CEO

STATE OF FL)
COUNTY OF Palm Beach)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared before me, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself/himself to be the CEO of Imperial Brands, Inc. and as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

Witness my hand and seal, at office in Palm Beach, Florida, this the 13th day of October 2010.



Carolina Marino
Notary Public

ASSIGNEE:

Caribbean Distillers, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself/himself to be the _____ of Imperial Brands, Inc. and as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

Witness my hand and seal, at office in _____, _____, this the ___ day of _____ 2010.

SCHEDULE 1

Marks/(Nation)	Serial #	Registration #	Registration (Application) Date	Status
RON CARLOS (U.S.A.)	76/525196	2881013	September 7, 2004	Registered