

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
Reynolds Innovations Inc.		02/28/2011	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Lane, Limited
Street Address:	2280 Mountain Industrial Boulevard
City:	Tucker
State/Country:	GEORGIA
Postal Code:	30084
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0233601	BUGLER
Registration Number:	1798088	BUGLER
Registration Number:	0748996	
Registration Number:	1807859	
Registration Number:	0748995	BUGLER
Registration Number:	1793817	BUGLER
Registration Number:	0233605	KITE
Registration Number:	1750333	KITE
Registration Number:	1801010	KITE
Registration Number:	0747488	SIR WALTER RALEIGH
Registration Number:	0186623	SIR WALTER RALEIGH

CORRESPONDENCE DATA

Fax Number: (336)741-7598

900185192

**TRADEMARK
 REEL: 004487 FRAME: 0951**

CH \$290.00 0233601

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

Email: coffeyj@rjrt.com
Correspondent Name: Joseph Coffey
Address Line 1: 401 North Main Street
Address Line 4: Winston-Salem, NORTH CAROLINA 27102

NAME OF SUBMITTER:	JOSEPH K. COFFEY
Signature:	/JOSEPH K. COFFEY/
Date:	03/01/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT is made on this 28th day of February, 2011 (this "Trademark Assignment"), between REYNOLDS INNOVATIONS INC., a North Carolina corporation, having a principal place of business located at 401 North Main Street, Winston-Salem, NC 27101 (the "Assignor"), and LANE, LIMITED, a New York corporation, having a principal place of business located at 2280 Mountain Industrial Boulevard, Tucker, Georgia 30084 (the "Assignee").

RECITALS

A. Assignor owns the trademarks listed on the attached Schedule A, all applications and registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said trademarks (the "Transferred Trademarks"); and

B. By that certain Sale and Purchase Agreement, dated as of January 13, 2011 (as amended from time to time, the "Purchase Agreement"), Reynolds American Inc., a North Carolina corporation and an affiliate of Assignor ("RAI"), has sold all of the issued and outstanding shares of common stock of Assignee, a wholly-owned subsidiary of RAI, to Lane Holding II, Inc., a New York ("Purchaser"), and in connection therewith, RAI has agreed to cause Assignor, a wholly-owned subsidiary of RAI, to assign, and Assignee has agreed to acquire, all of Assignor's right, title and interest in and to the Transferred Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Transferred Trademarks throughout the world, including all applications and registrations therefor and all goodwill of Assignor's business in connection with which the Transferred Trademarks are used and which is symbolized by the Transferred Trademarks, including, without limitation, the rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) sue and to collect all damages and payments for claims of past or future infringements, misappropriations or other unauthorized use thereof, (c) grant licenses or other interests therein, and (d) otherwise fully and entirely stand in the place of Assignor in all matters related thereto.

2. Upon the date hereof, in consideration for the assignment contemplated by this Trademark Assignment, Assignee shall pay to Assignor the consideration set forth in the Purchase Agreement.

3. Assignor shall execute such further documents and instruments as may be reasonably requested by Assignee to effectuate the transfer of the Transferred Trademarks contemplated by this Trademark Assignment and to perfect Assignee's title in and to those Transferred Trademarks assigned to it hereunder. Within ten days following the date hereof, Assignor shall deliver to Assignee or its designee all files for each Transferred Trademark and

any and all correspondence or documents pertaining to same that are in Assignor's or its employees' possession.

4. Assignor authorizes and requests the appropriate governmental authorities to record Assignee as the owner of the Transferred Trademarks.

5. This Trademark Assignment does not extend upon or limit the rights, obligations, representations, warranties and indemnifications provided in the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

6. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. This Trademark Assignment shall be governed by, construed and enforced in accordance with the laws of the State of New York (without application of principles of conflicts of law).

8. This Trademark Assignment may be executed in 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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SCHEDULE A
TRANSFERRED TRADEMARKS

<u>Country</u>	<u>Trademark</u>	<u>Registered Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
United States	Bugler	Reynolds Innovations Inc.	233601	10/04/1927
United States	Bugler	Reynolds Innovations Inc.	1798088	10/12/1993
United States	Bugler Device	Reynolds Innovations Inc.	748996	05/07/1963
United States	Bugler Device	Reynolds Innovations Inc.	1807859	11/30/1993
United States	Bugler Stylized and Device	Reynolds Innovations Inc.	748995	05/07/1963
United States	Bugler Stylized	Reynolds Innovations Inc.	1793817	09/21/1993
United States	Kite Stylized	Reynolds Innovations Inc.	233605	10/04/1927
United States	Kite Stylized and Label Design	Reynolds Innovations Inc.	1750333	02/02/1993
United States	Kite Stylized and Label Design	Reynolds Innovations Inc.	1801010	10/26/1993
United States	Sir Walter Raleigh	Reynolds Innovations Inc.	747488	04/02/1963
United States	Sir Walter Raleigh and Design	Reynolds Innovations Inc.	186623	07/22/1924

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