

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		09/26/2011	Collateral Agent:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	R.J. Reynolds Tobacco Company		
<b>Street Address:</b>	401 North Main Street		
<b>City:</b>	Winston-Salem		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27101		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3309369	PRIDE IN TOBACCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(336)733-8473		
<b>Phone:</b>	(336) 721-3747		
<b>Email:</b>	trademarkswinston@wcsr.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Randel S. Springer		
<b>Address Line 1:</b>	Wombke Carlyle Sandridge & Rice, LLP		
<b>Address Line 2:</b>	One West Fourth Street		
<b>Address Line 4:</b>	Winston-Salem, NORTH CAROLINA 27101		
<b>ATTORNEY DOCKET NUMBER:</b>	10781.0335.0		
<b>NAME OF SUBMITTER:</b>	Randel S. Springer		
<b>Signature:</b>	/Randy Springer/		

CH \$40.00 3309369

Date:

11/02/2011

Total Attachments: 3

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**TRADEMARK RELEASE**

THIS TRADEMARK RELEASE, dated as of this 26<sup>th</sup> day of September, 2011, given by JPMorgan Chase Bank, N.A., as Collateral Agent (the "Assignor"), with principal offices at 270 Park Avenue, New York, NY, 10017, to R.J. Reynolds Tobacco Company, a North Carolina corporation (together with any successors-in-interest to the Marks, the "Assignee"), having an address at 401 North Main Street, Winston-Salem, NC, 27101 as follows:

**W I T N E S S E T H**

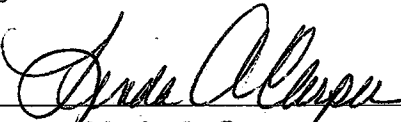
WHEREAS, pursuant to the Assignment of Security Interest in U.S. Trademarks, dated effective as of January 31, 2008, between Assignor and Assignee (the "Trademark Security Agreement"), the Assignee granted to the Assignor a security interest in (i) all of Assignee's right, title and interest in and to the trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the business with which the Marks are associated and, (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same (the "Trademark Collateral"), to secure the satisfactory performance and payment of all the Obligations (as defined in that certain Security Agreement, dated as of July 15, 2003, among the Assignee, the other assignors from time to time party thereto and the Assignor (as amended, restated, modified and/or supplemented from time to time, the "Security Agreement")) of the Assignee; and

WHEREAS, the Assignor wishes to release its security interest and restore all right, title and interest in and to the Trademark Collateral to the Assignee and to dissolve any and all liens and encumbrances respecting the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor hereby releases and discharges its security interest, and quit claims, reconveys, and relinquishes unto the Assignee all of its right, title and interest, in the Trademark Collateral granted to Assignor by the Assignee pursuant to the Trademark Security Agreement, which Trademark Security Agreement was duly recorded on March 17, 2008, at Reel/Frame 3740/0965 in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

JPMORGAN CHASE BANK, N.A., as Collateral  
Agent

By 

Name:  
Title:

**Linda A. Carper**  
**Executive Director**

## Schedule A

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Date of Reg./Applic.</u>
PRIDE IN TOBACCO AND DEVICE II	3309369	10/09/2007