

1-31-92 3.3-99



To the Honorable Commissioner of Patent

red original documents or copy hereof.

1. Name of conveying party(ies):
Ryeseeks p.l.c.

100981306

Address of receiving party(ies):

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State England
 Other _____

Name: Rothmans International Enterprises Limited
Address: 15 Hill Street
London w1X 7FB, ENGLAND

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State England
 Other _____

Additional name(s) of conveying party(ies)
attached Yes No

If assignee is not domiciled in the United States, a
domestic representative designation is attached:
 Yes No*

(Designations must be a separate document from
Assignment)

Additional name(s) & addresses attached?
 Yes No

* (previously submitted)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Nunc pro tunc assignment effective on October
23, 1993. This is a correction of a recordation recorded on
September 13, 1994 at Reel/Frame 1235/021. This was
previously characterized as only an 'assignment'.

Execution Date:

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s).

1,663,597 816,878 1,610,731

Additional Numbers attached? Yes No

5. Name and address of party to whom
correspondence concerning document should
be mailed:

Name: Lawrence E. Apolzon

Internal Address: Fross Zelnick Lehrman
& Zissu, P.C.

Street Address: 866 United Nations Plaza

City: New York State: NY Zip: 10017

6. Total number of applications
and registrations involved:..... 3

7. Total fee (37 CFR 3.41) \$ 90.00

Enclosed
 Authorized to be charged to deposit
account
(Only if total fee is not sufficient)

8. Deposit account number:

23-0825-0576900

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lawrence E. Apolzon

Name of Person Signing

[Signature]
Signature

2/26/99
Date

Total number of pages comprising cover sheet:

03/04/1999 JSHABAZZ 00000171 1663597
01 FC:481 40.00 OP
02 FC:482 50.00 OP

TRADE MARK ASSIGNMENT

THIS ASSIGNMENT is made the 23rd day of October 1993 BETWEEN RYSEKKS p.l.c. (formerly ROTHMANS INTERNATIONAL p.l.c.) (hereinafter referred to as the "Assignor"), a company incorporated under the laws of England with offices at 15 Hill Street, London W1X 7FB and ROTHMANS INTERNATIONAL ENTERPRISES LIMITED (formerly ROTHMANS INTERNATIONAL HOLDINGS (UK) LIMITED, formerly NEW TOBACCO (UK) LIMITED) (hereinafter referred to as the "Assignee"), a company incorporated under the laws of England with offices at 15 Hill Street, London W1X 7FB.

WHEREAS the Assignor is the proprietor of all right, title and interest in and to the trade marks details of which are set out in the First Schedule hereto (hereinafter referred to as the "Trade Marks")

AND WHEREAS in this Assignment any reference to the "Trade Marks" and any reference to any goodwill or business is limited to the same in so far as they relate to the goods set out in the Second Schedule hereto (hereinafter referred to as "Tobacco Products")

NOW THEREFORE for good and valuable consideration the receipt of which is duly acknowledged:

the Assignor hereby assigns to the Assignee all right, title and interest in and to the Trade Marks including without limitation all registrations and pending applications in relation thereto TOGETHER WITH the goodwill of the business in which the Trade Marks are and/or have been used and the goodwill appurtenant to associated with and symbolised by the Trade Marks and all the rights which the Assignor may have acquired through the use and/or the reputation and/or the registration of any of the Trade Marks by or on behalf of the Assignor and/or predecessors of the Assignor and all rights of use and other benefits and advantages in any manner accruing to the Assignor and/or its predecessors, including without limitation, rights derived by reason of the use reputation and ownership of the Trade Marks which have or are deemed to have vested in or which have or which are deemed to have enured to the benefit of the Assignor.

IN WITNESS WHEREOF the Assignor has executed this assignment this 13th day of September 1994.

REEL 1235 FRAME 022

TRADE MARK

THE FIRST SCHEDULE

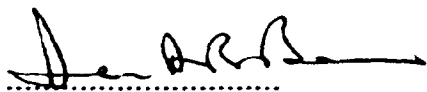
<u>Regn. No.</u>	<u>Mark</u>	<u>Class</u>	<u>Goods</u>
1663597	BELVEDERE	34	Cigarettes
816878	BELVEDERE	34	Smoking tobacco
1610731	MOUNTBATTEN	34	Smoking tobacco

THE SECOND SCHEDULE

Tobacco and tobacco products.

REEL 1235 FRAME 23
TRADEMARK

RYESEKKS p.l.c.
(formerly ROTHMANS INTERNATIONAL p.l.c.)

By: 

Name: IAN DE BOND.....

Title: Legal liquidator empowered to sign

RECEIVED
TRADE MARK OFFICE
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