

06-03-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



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

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

National Tobacco Company, L.P.

5-29-02

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership
- Delaware

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: December 29, 2000

2. Name and address of receiving party(ies)

Name: Bank One, Kentucky, NA

Internal

Address: \_\_\_\_\_

Street Address: 416 West Jefferson Street

City: Louisville State: KY Zip: 40202

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

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) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Schedule A

Additional number(s) attached  Yes  No

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

Name: Cynthia L. Stewart

Internal Address: Frost Brown Todd LLC

32nd Floor

Street Address: 400 West Market Street

City: Louisville State: KY Zip: 40202-3363

6. Total number of applications and registrations involved: \_\_\_\_\_

31

7. Total fee (37 CFR 3.41).....\$ 790.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

OFFICE OF RECORDS  
2002 MAY 29 AM 11:34  
FINANCE SECTION

DO NOT USE THIS SPACE

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.

Cynthia L. Stewart

Name of Person Signing

*Cynthia Stewart* 5-29-02  
Signature Date

8

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

05/31/2002 LMUELLER 00000219 438344

40.00 OP  
750.00 OP

01 FC:481  
02 FC:482

TRADEMARK  
REEL: 002517 FRAME: 0222

**SCHEDULE A**

**TRADEMARKS OF NATIONAL TOBACCO COMPANY, L.P.**

<b>Trademark</b>	<b>Current Owner</b>	<b>Registration No. and Date Issued</b>
OPEN BOOK	National Tobacco Company, L.P.	438,344 April 13, 1948
POLAR (Stylized Letters)	National Tobacco Company, L.P.	438,345 April 13, 1948
HONEST (Stylized Letters)	National Tobacco Company, L.P.	438,346 April 13, 1948
BLUE RINGS	National Tobacco Company, L.P.	439,796 July 20, 1948
BROTHERHOOD (Stylized Letters)	National Tobacco Company, L.P.	439,799 July 20, 1948
JUST SUITS (Stylized Letters)	National Tobacco Company, L.P.	501,103 July 20, 1948
RIPPLE (Stylized Letters)	National Tobacco Company, L.P.	501,105 July 20, 1948
BAGPIPE (Stylized Letters)	National Tobacco Company, L.P.	501,241 July 27, 1948
GREEN TURTLE	National Tobacco Company, L.P.	501,533 August 10, 1948
BRANDY & BURLEY	National Tobacco Company, L.P.	828,688 May 9, 1967
BEECH-NUT	National Tobacco Company, L.P.	896,764 August 18, 1970
BIG RED	National Tobacco Company, L.P.	911,726 May 25, 1971
BEECH-NUT and Design	National Tobacco Company, L.P.	1,208,850 September 14, 1982
BIG RED CHEWING TOBACCO and Design	National Tobacco Company, L.P.	1,243,062 June 21, 1983
MISCELLANEOUS DESIGN	National Tobacco Company, L.P.	1,273,038 April 3, 1984
HAVANA BLOSSOM FRESHER & TASTIER and Design	National Tobacco Company, L.P.	1,358,381 September 3, 1985
TROPHY THE SPORTSMAN'S CHEW	National Tobacco Company, L.P.	1,879,989 February 21, 1995
DURANGO	National Tobacco Company, L.P.	2,518,530 December 11, 2001
DURANGO CHEWING TOBACCO and Design	National Tobacco Co., L.P.	76/361,255

<b>Trademark</b>	<b>Current Owner</b>	<b>Registration No. and Date Issued</b>
HAVANA BLOSSOM	National Tobacco Company, L.P.	78/051,649
HAVANA BLOSSOM (Stylized Letters)	National Tobacco Company, L.P.	78/052,087
PROFIT STACKER	National Tobacco Company, L.P.	78/042,102
BIG RED	National Tobacco Company, L.P.	78/045,435
NATIONAL TOBACCO	National Tobacco Company, L.P.	76/115,467
MISCELLANEOUS DESIGN	National Tobacco Company, L.P.	76/364,223
MISCELLANEOUS DESIGN	National Tobacco Company, L.P.	76/115,206
NATIONAL TOBACCO	National Tobacco Company, L.P.	2,535,562 February 5, 2002
MISCELLANEOUS DESIGN	National Tobacco Company, L.P.	2,495,704 October 9, 2001
TROPHY	National Tobacco Company, L.P.	2,508,886 November 20, 2001
TROPHY (Stylized Letters)	National Tobacco Company, L.P.	2,508,885 November 20, 2001
ALWAYS FRESH ALWAYS MOIST RIGHT ON TARGET and Design	National Tobacco Company, L.P.	2,499,740 October 23, 2001

LOUJMDMS/155718.1

**ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

**FOR GOOD AND VALUABLE CONSIDERATION**, receipt and sufficiency of which are hereby acknowledged, NATIONAL TOBACCO COMPANY, L.P., a Delaware limited partnership (the "Assignor"), with principal offices at 257 Park Avenue South, 7th Floor, New York, NY 10010-7304, hereby assigns and grants to BANK ONE, KENTUCKY, NA, as Agent Bank, on behalf of itself and other Banks, with principal offices at 416 West Jefferson Street, Louisville, Kentucky 40202 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses 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.

THIS ASSIGNMENT OF SECURITY INTEREST (this "Assignment") is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement, dated as of December 29, 2000, among Assignor, NORTH ATLANTIC OPERATING COMPANY, INC., NORTH ATLANTIC TRADING COMPANY, INC. and NATIONAL TOBACCO FINANCE CORPORATION and Assignee, acting as Agent Bank (as amended, modified or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment.

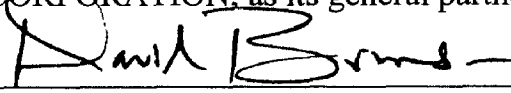
This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

\* \* \*

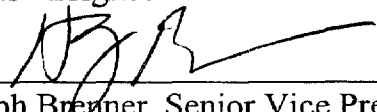
IN WITNESS WHEREOF, the undersigned have executed this Assignment as of  
the 8<sup>th</sup> day of May, 2002.

NATIONAL TOBACCO COMPANY, L.P.

By: NATIONAL TOBACCO FINANCE  
CORPORATION, as its general partner

By:   
Title: EVP

BANK ONE, KENTUCKY, NA, as Agent Bank  
and as Assignee

By   
Joseph Brenner, Senior Vice President

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 8<sup>th</sup> day of May, 2002 before me personally came

David Brunson who, being by me duly sworn, did state as follows: that she/he is the  
EVP of NATIONAL TOBACCO FINANCE CORPORATION, the General  
Partner of NATIONAL TOBACCO COMPANY, L.P., and that she/he is authorized to execute  
the foregoing Assignment on behalf of said partnership and that she/he did so by authority of the  
General Partner of said partnership.

Stephame D. Rubenstein  
Notary Public

My commission expires: 9/15/05.

No. Ø1RØ5Ø849Ø9  
(QUEENS COUNTY)  
NY

STATE OF COMMONWEALTH OF KENTUCKY)

) ss.:

COUNTY OF JEFFERSON )

On this 17<sup>th</sup> day of MAY, 2002 before me personally came JOSEPH BRENNER who, being by me duly sworn, did state as follows: that she/he is the SENIOR VICE PRESIDENT of BANK ONE, KENTUCKY, NA, that she/he is authorized to execute the foregoing Assignment on behalf of said bank and that she/he did so by authority of the Board of Directors of said bank.

Tom S. [Signature]

Notary Public

My commission expires: 3/21/06