TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BWTDirect LLC		09/22/2004	LTD LIAB JT ST CO: KENTUCKY

RECEIVING PARTY DATA

Name:	R.J. Reynolds Tobacco Company
Street Address:	401 North Main Street
Internal Address:	Law Department
City:	Winston-Salem
State/Country:	NORTH CAROLINA
Postal Code:	27102
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2521238	BWTDIRECT
Registration Number:	2716382	BWT DIRECT

CH $65.00 2521238

CORRESPONDENCE DATA

Fax Number: (336)741-7598
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 336-741-6303
Email: coffeyj@rjrt.com
Correspondent Name: Joseph K. Coffey
Address Line 1: 401 North Main Street
Address Line 2: Law Department
Address Line 4: Winston-Salem, NORTH CAROLINA 27102

NAME OF SUBMITTER:	Joseph K. Coffey

Total Attachments: 4
source=articles of merger#page1.tif
source=articles of merger#page2.tif

source=articles of merger#page3.tif
source=articles of merger#page4.tif

SOSID: 0711678
Date Filed: 9/29/2004 10:44:00 AM
Effective: 9/30/2004
Elaine F. Marshall
North Carolina Secretary of State
C200427200349

State of North Carolina
Department of the Secretary of State

ARTICLES OF MERGER
(Cross-entity Merger*)

Pursuant to North Carolina General Statute Sections 55-11-10(d), 55A-11-09(d), 57C-9A-22, 59-73.5 and 59-1072, as applicable, the undersigned surviving entity does hereby submit the following Articles of Merger as the surviving business entity in a merger between two or more business entities.

1. The name of the surviving entity is R. J. Reynolds Tobacco Company, a *(check one)* [X] corporation, [ ] nonprofit corporation, [ ] professional corporation, [ ] limited liability company, [ ] limited partnership, [ ] partnership, [ ] limited liability partnership organized under the laws of North Carolina.

2. The address of the surviving entity is:
Street Address 327 Hillsborough Street City Raleigh
State North Carolina Zip Code 27603 County Wake

(Complete only if the surviving business entity is a foreign business entity that is not authorized to transact business or conduct affairs in North Carolina.) The mailing address of the surviving foreign business entity is:_____. The surviving foreign business entity will file a statement of any subsequent change in its mailing address with the North Carolina Secretary of State.

3. The name of the merged entity is BWTDirect LLC,

4. a *(check one)* [ ] corporation, [ ] nonprofit corporation, [ ] professional corporation, [X] limited liability company, [ ] limited partnership, [ ] partnership, [ ] limited liability partnership organized under the laws of Kentucky.

5. Attached is a copy of the Plan of Merger that was duly approved by each merging business entity or unincorporated entity in the manner required by law.

6. With respect to the surviving entity *(check the appropriate response)*:

   a. If the surviving entity is a North Carolina corporation or professional corporation:
   (i)_x_ Shareholder approval was not required for the merger.
   (ii)___ Shareholder approval was required for the merger, and the plan of merger was approved by the shareholders as required by Chapter 55 or Chapter 55B, if applicable, of the North Carolina General Statutes.

   b. If the surviving entity is a North Carolina nonprofit corporation:
   (i)___ Member approval was not required for the merger, and the plan of merger was approved by a sufficient vote of the board of directors.
   (ii)___ Member approval was required for the merger, and the plan of merger was approved by the members as required by Chapter 55A of the North Carolina General Statutes.
   (iii)___ Approval of the plan of merger by some person or persons other than the members or the board was required pursuant to N.C.G.S. Section 55A-11-03(a)(3), and such approval was obtained.

   c. If the surviving entity is a North Carolina limited liability company:
   (i)___The merger was approved in the manner provided by the articles of organization or a written operating agreement providing for approval of a merger with the type of business entity contemplated in the plan of merger.
   (ii)___The merger was approved by the unanimous consent of the members of the limited liability company.

   d. If the surviving entity is a North Carolina partnership, including a limited liability partnership, or a North Carolina limited partnership:
   (i)___The merger was approved in the manner provided in a written partnership agreement that is binding on all the partners for approval of a merger with the type of business entity contemplated in the plan of merger.
   (ii)___The merger was approved by the unanimous consent of the partners.

   e. _____The surviving entity is a foreign entity, including a corporation, nonprofit corporation, professional corporation, limited liability company, partnership, limited liability partnership or limited partnership, and the merger was approved in accordance with the laws of the state or country governing the organization and internal affairs of the foreign entity.

7. With respect to the merged entity (*check the appropriate response*):

a. If the merged entity is a North Carolina corporation or professional corporation:
(i)___ Shareholder approval was not required for the merger.
(ii)___ Shareholder approval was required for the merger, and the plan of merger was approved by the shareholders as required by Chapter 55 or Chapter 55B, if applicable, of the North Carolina General Statutes.

b. If the merged entity is a North Carolina nonprofit corporation:
(i)___ Member approval was not required for the merger, and the plan of merger was approved by a sufficient vote of the board of directors.
(ii)___ Member approval was required for the merger, and the plan of merger was approved by the members as required by Chapter 55A of the North Carolina General Statutes.
(iii)___ Approval of the plan of merger by some person or persons other than the members or the board was required pursuant to N.C.G.S. Section 55A-11-03(a)(3), and such approval was obtained.

c. If the merged entity is a North Carolina limited liability company:
(i)___The merger was approved in the manner provided by the articles of organization or a written operating agreement providing for approval of a merger with the type of business entity contemplated in the plan of merger.
(ii)___The merger was approved by the unanimous consent of the members of the limited liability company.

d. If the merged entity is a North Carolina partnership, including a limited liability partnership, or a North Carolina limited partnership:
(i)___The merger was approved in the manner provided in a written partnership agreement that is binding on all the partners for approval of a merger with the type of business entity contemplated in the plan of merger; or
(ii)___The merger was approved by the unanimous consent of the partners.
(iii)___If any partner of the domestic partnership or domestic limited partnership has or will have personal liability for any existing or future obligation of the surivivng business entity solely as a result of holding an interest in the surviving business entity, then in addition to (i) or (ii), above, the plan of merger was approved by that partner.

e. _x_The merged entity is a foreign entity, including a corporation, nonprofit corporation, professional corporation, limited liability company, partnership, limited liability partnership or limited partnership, and the merger was approved in accordance with the laws of the state or country governing the organization and internal affairs of the foreign entity.

8. The merger is permitted by the law of the state or country governing the organization and internal affairs of each merging business entity.

9. Each business entity that is a party to the merger has complied or shall comply with the applicable laws of the state or country governing its organization and internal affairs.

10. These articles will be effective upon filing, unless a delayed date and/or time is specified: 11:59 p.m. (Eastern Daylight Time) on September 30, 2004.

This the 22nd day of September, 2004.

R. J. REYNOLDS TOBACCO COMPANY
Name of Entity

Charles A. Blixt
Signature

CHARLES A. BLIXT, EXECUTIVE VICE PRESIDENT AND GENERAL COUNSEL
Type or Print Name and Title

NOTES:
*A "Cross-entity Merger" may involve one or more business corporations, nonprofit corporations, limited liability companies, partnerships, limited liability partnerships or limited partnerships. The phrase "Cross-entity Merger" is used solely for administrative and identification purposes within the Department of the Secretary of State.

1. Filing fee is $50. This document must be filed with the Secretary of State.
2. Certificate(s) of Merger must be registered pursuant to the requirements of N.C.G.S. Section 47-18.1

CORPORATIONS DIVISION P. O. BOX 29622 RALEIGH, NC 27626-0622
(Revised January 2002) *(Form BE-15)*

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), is made and entered into as of September 22, 2004, by and between BWTDirect LLC, a Kentucky limited liability company ("BWTDirect"), and R. J. Reynolds Tobacco Company, a North Carolina corporation ("RJRT").

RECITALS

WHEREAS, the Board of Directors of RJRT and the sole Member of BWTDirect have authorized the merger of BWTDirect with and into RJRT (the "Merger"), with RJRT surviving the Merger.

WHEREAS, pursuant to Section 55-11-10 of the North Carolina Business Corporation Act (the "NCBCA"), the Board of Directors of RJRT by written consent has adopted and approved this Agreement providing for the Merger; and, pursuant to Section 55-11-03(g) of the NCBCA, action by the shareholders of RJRT is not required.

WHEREAS, pursuant to Section 275.350 of the Kentucky Limited Liability Company Act (the "KLLCA"), the sole Member of BWTDirect by written consent has adopted and approved this Agreement providing for the Merger.

WHEREAS, this Agreement has otherwise been authorized and approved by RJRT and BWTDirect in accordance with the provisions of the NCBCA and the KLLCA.

NOW, THEREFORE, the parties hereto agree as follows:

1. Merger. In accordance with the terms of this Agreement and the applicable provisions of the NCBCA and the KLLCA, at the Effective Time (as defined below) BWTDirect will be merged with and into RJRT. Following the Effective Time, the separate existence of BWTDirect will cease and RJRT will be the surviving corporation (the "Surviving Corporation"). The Surviving Corporation will continue to be a North Carolina corporation with its registered office in the State of North Carolina at 327 Hillsborough Street, Raleigh, North Carolina 27603, and governed under the laws of the State of North Carolina. Limited liability shall be retained by the Surviving Corporation. The Merger will have the effects set forth in the NCBCA and the KLLCA.

Following the Effective Time, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of BWTDirect will be transferred to and vested in the Surviving Corporation without further act or deed.

2. Effective Time. The Merger will become effective at the time and on the date specified in the articles of merger filed in accordance with the NCBCA and the KLLCA with the Secretary of State of each of the State of North Carolina and the Commonwealth of Kentucky, or, if no such time and date are specified, upon the filing of such articles of merger (the "Effective Time").

TRADEMARK
REEL: 002960 FRAME: 0678

3. Effect on Limited Liability Company Interests and Common Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of any party hereto or holder of any limited liability company interests in BWTDirect or shares of common stock of RJRT:

(a) Effect on Limited Liability Company Interests in BWTDirect. Each issued and outstanding limited liability company interest in BWTDirect will be canceled without consideration or payment therefor.

(b) Effect on Shares of RJRT. Each share of common stock of RJRT issued and outstanding immediately prior to the Effective Time will remain issued and outstanding and be unaffected by the Merger.

4. Organizational Documents of the Surviving Corporation. The Articles of Incorporation and the Bylaws of the Surviving Corporation in effect immediately prior to the Effective Time shall remain unchanged at the Effective Time and continue to be the Articles of Incorporation and Bylaws of the Surviving Corporation until amended or repealed in accordance with applicable law.

5. Directors and Officers of the Surviving Corporation. At the Effective Time, the directors and officers of the Surviving Corporation shall consist of the directors and officers of the Surviving Corporation immediately prior to the Effective Time.

6. Termination. Notwithstanding anything herein to the contrary, this Agreement and the Merger may be terminated or abandoned by agreement of RJRT and BWTDirect at any time prior to the filing of the articles of merger with the Secretary of State of the State of North Carolina and the Commonwealth of Kentucky.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

BWTDIRECT LLC

By: McDara P. Folan, III
McDara P. Folan, III
Manager

R. J. REYNOLDS TOBACCO COMPANY

By: Charles A. Blixt
Charles A. Blixt
Executive Vice President and
General Counsel

TRADEMARK
RECORDED: 10/22/2004 REEL: 002960 FRAME: 0679