

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Santa Fe Natural Tobacco Company, Inc.	05/31/2006
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., as Collateral Agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D430423
Patent Number:	D431931
CORRESPONDENCE DATA	
Fax Number:	(212)354-8113
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-819-8200
Email:	JGenova@whitecase.com
Correspondent Name:	White & Case LLP
Address Line 1:	1155 Avenue of the Americas
Address Line 2:	Patent Department
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	1107993-0127
NAME OF SUBMITTER:	Frances B. Cutajar

OP \$80.00 D430423

Total Attachments: 7
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ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES
PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, SANTA FE NATURAL TOBACCO COMPANY, INC., a New Mexico corporation (the "Assignor") with principal offices at One Plaza La Prensa, Santa Fe, NM 87507, hereby assigns and grants to JPMORGAN CHASE BANK, N.A., as Collateral Agent, with principal offices at 270 Park Avenue, New York, New York 10017 (the "Assignee"), a security interest in (i) all of Assignor's right, title and interest in and to Assignor's trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, (ii) all of the Assignor's right, title and interest in and to the patents and patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the business(es) with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

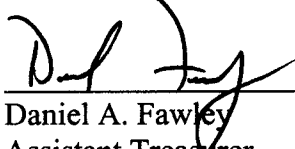
This ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement, among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of July 15, 2003, amended and restated as of July 30, 2004, and as further amended and restated as of May 31, 2006 (as so amended and restated and as the same may be further amended, modified, restated and/or supplemented from time to time, the "Security Agreement") and shall be effective as of the date of the Security Agreement. Upon the termination of the Security Agreement pursuant to Section 10.9(a) of the Security Agreement, the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to 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 of Security Interest 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 of Security Interest as of the 31 day of May, 2006.

SANTA FE NATURAL TOBACCO
COMPANY, INC,
as Assignor

By: 
Daniel A. Fawley
Assistant Treasurer

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

On this 30th day of May, 2006, before me personally came Daniel A. Fawley who, being duly sworn, did depose and say that [s]he is Assistant Treasurer of SANTA FE NATURAL TOBACCO COMPANY, INC, that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

BARO LEE
NOTARY PUBLIC, State of New York
No. 01LE0126208
Qualified in New York County
Commission Expires May 02, 2009



Notary Public

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

By: _____

Name:

Title:

ROBERT T. SACKS
MANAGING DIRECTOR

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

On this 30th day of May, 2006, before me personally came Robert T. Seckus who, being by me duly sworn, did state as follows: that [s]he is Managing Director of JPMORGAN CHASE BANK, N.A., that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Edeline C. Adderley
Notary Public

EDELINE C. ADDERLEY
Notary Public, State of New York
No. 01AD6079940 Qualified in Bronx County
Certificate Filed in New York County
Commission Expires September 3, 2006

SCHEDULE A

Patents and Patent Applications
Owned By Santa Fe Natural Tobacco Company, Inc.

<u>Patent</u>	<u>Patent No.</u>	<u>Issue Date</u>
Sicignano, III	Des. 431,931	Oct.17, 2000
Sicignano, III	Des. 430,423	Sep. 5, 2000

TRADEMARKS

<u>Trademark</u>	<u>Application No.</u>	<u>Registration Date</u>
Australia	NATURAL AMERICAN SPRIT 841646	24-May-2001
Austria	NATURAL AMERICAN SPRIT AM 1496/96	07-Aug-1996
Canada	NATURAL AMERICAN SPRIT 850 852	01-May-2001
Denmark	NATURAL AMERICAN SPRIT VA 02,459 1997	08-Aug-1997
Ecuador	NATURAL AMERICAN SPRIT 115515	12-Sep-2002
European Union	NATURAL AMERICAN SPRIT 000018002	03-Feb-1998
Finland	NATURAL AMERICAN SPRIT T199701969	30-Apr-1998
France	NATURAL AMERICAN SPRIT 03.3056381	16-Mar-2001
Hong Kong	NATURAL AMERICAN SPRIT 300149337	30-Jan-2004
Italy	NATURAL AMERICAN SPRIT RM2000C006972	
Japan	NATURAL AMERICAN SPRIT 09-129047	18-Sep-1998
Japan	NATURAL AMERICAN SPRIT 05-042399	12-Dec-1997
Korea (South)	NATURAL AMERICAN SPRIT 40-2004-50895	
Lichtenstein	NATURAL AMERICAN SPRIT 2002/717	04-Jul-2002
Macao	NATURAL AMERICAN SPRIT 34	N/015426
Mexico	NATURAL AMERICAN SPRIT 451,495	27-Sep-2001
Monaco	NATURAL AMERICAN SPRIT 25483	11-Jun-2004
New Zealand	NATURAL AMERICAN SPRIT 248075	09-May-1997
New Zealand	NATURAL AMERICAN SPRIT 624438	04-Oct-2000
Norway	NATURAL AMERICAN SPRIT 19972004	14-May-1999
Singapore	NATURAL AMERICAN SPRIT T04/01202D	03-Feb-2004
Sweden	NATURAL AMERICAN SPRIT 97-04588	31-Mar-2000
Switzerland	NATURAL AMERICAN SPRIT 01589/1996	24-Jun-1997
Taiwan	NATURAL AMERICAN SPRIT 93004753	16-Nov-2004
Thailand	NATURAL AMERICAN SPRIT	28-Jun-1999
United Kingdom	NATURAL AMERICAN SPRIT 2001948	16-Nov-1995
United States of America	NATURAL AMERICAN SPRIT 74/163,266	16-Mar-1993
United States of America	NATURAL AMERICAN SPRIT 76/403,087	04-Mar-2003
United States of American	NATURAL AMERICAN SPRIT 76/239,936	18-Jun-2002
Ecuador	NATURAL AMERICAN SPRIT & Design 115524	12-Sep-2002
Germany	NATURAL AMERICAN SPRIT & Design 39828619	16-Nov-1998
Korea (South)	NATURAL AMERICAN SPRIT & Design 40-2004-50902	
Monaco	NATURAL AMERICAN SPRIT & Design 25484	11-Jun-2004
United States of America	NATURAL AMERICAN SPRIT & Design 75/147,206	22-Jul-1997
Austria	NATURAL AMERICAN SPRIT & Design (+ Thunderbird) AM 1499/96	07-Aug-1996
Austria	NATURAL AMERICAN SPRIT & Design (+ Thunderbird) AM 6446/2000	27-Dec-2000
European Union	NATURAL AMERICAN SPRIT & Design (+ Thunderbird) 23002	02-Feb-1998
Switzerland	NATURAL AMERICAN SPRIT & Design (+ Thunderbird) 01590/1996	16-Jul-1997