

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
R. J. REYNOLDS TOBACCO COMPANY	07/27/2007
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	270 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7234471
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:	patentdept@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:	MARINA ORMAN
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, R. J. REYNOLDS TOBACCO COMPANY, a North Carolina corporation (the "Assignor") with principal offices at 401 North Main Street, Winston Salem, NC 27101, 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 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, amended and restated as of May 31, 2006 and as further amended and restated as of June 28, 2007 (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 27 day of July, 2007.

R. J. REYNOLDS TOBACCO COMPANY,
as Assignor

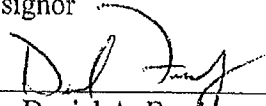
By: 
Name: Daniel A. Fawley
Title: Treasurer

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

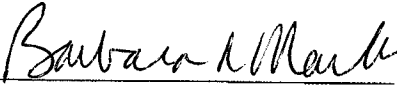
By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 21 day of July, 2007.

R. J. REYNOLDS TOBACCO COMPANY,
as Assignor

By: 
Name: Daniel A. Fawley
Title: Treasurer

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

By: 
Name: **BARBARA R. MARKS**
Title: **EXECUTIVE DIRECTOR**

State of New York)
County of New York) ss.:

On this 27 day of July, 2007, before me personally came BARBARA R. MARKS who, being duly sworn, did state as follows: that [s]he is Executive 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.

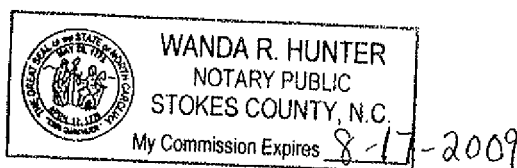
Margarita Ortiz
Notary Public

MARGARITA ORTIZ
Notary Public, State of New York
Qualified in Bronx County
Reg. No. 01OR6041062
My Commission Expires May 1, 2010

State of North Carolina
County of Stokes) ss.:
)

On this 27 day of July, 2007, before me personally came Daniel A. Fawley who, being duly sworn, did depose and say the he is Treasurer of R. J. Reynolds Tobacco Company, that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Wanda R. Hunter
Notary Public



MARKS

NONE

PATENTS

REGISTRATIONS:

Country	Patent No.	Issue Date	Application No.	Filing Date
United States	7,234,471	June 26, 2007	10/682,582	Oct. 9, 2003

APPLICATIONS:

NONE