

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT				
NATURE OF CONVEYANCE:	Corrective Assignment to correct the incorrect recordation of a security interest against USSN 09/148,977 instead of against 10/148,977 previously recorded on Reel 015259 Frame 0006. Assignor(s) hereby confirms the Security Interest.				
CONVEYING PARTY DATA					
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>R. J. Reynolds Tobacco Company</td> <td>07/30/2004</td> </tr> </tbody> </table>		Name	Execution Date	R. J. Reynolds Tobacco Company	07/30/2004
Name	Execution Date				
R. J. Reynolds Tobacco Company	07/30/2004				
RECEIVING PARTY DATA					
Name:	JPMORGAN CHASE BANK, as Collateral Agent				
Street Address:	270 Park Avenue				
City:	New York				
State/Country:	NEW YORK				
Postal Code:	10017				
PROPERTY NUMBERS Total: 1					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>10148977</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	10148977
Property Type	Number				
Application Number:	10148977				
CORRESPONDENCE DATA					
Fax Number:	2123548113				
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>					
Phone:	212-819-8200				
Email:	iprecordations@whitecase.com				
Correspondent Name:	Andrew Fessak/White & Case LLP				
Address Line 1:	1155 Avenue of the Americas				
Address Line 2:	Patent and Trademark Department				
Address Line 4:	New York, NEW YORK 10036				
ATTORNEY DOCKET NUMBER:	1190097-0201				
NAME OF SUBMITTER:	Andrew Fessak				
<p>Total Attachments: 19 source=Corrective Doc-RJReynolds-JPMorgan#page1.tif source=Corrective Doc-RJReynolds-JPMorgan#page2.tif</p>					

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Form PTO-1595 (Rev. 09/04)
 OMB No. 0651-0027 (exp. 6/30/2005)

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

**RECORDATION FORM COVER SHEET
 PATENTS ONLY**

1107993-0083

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies)/Execution Date(s): R. J. Reynolds Tobacco Company</p> <p>Execution Date(s) <u>30 July 2004</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>JPMORGAN Chase Bank</u> Internal Address: _____ Street Address: <u>270 Park Avenue</u> City: <u>New York</u> State: <u>New York</u> Country: <u>USA</u> Zip: <u>10017</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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3. Nature of conveyance:

<input type="checkbox"/> Assignment	<input type="checkbox"/> Merger
<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name
<input type="checkbox"/> Government Interest Assignment	
<input type="checkbox"/> Executive Order 9424, Confirmatory License	
<input type="checkbox"/> Other _____	

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s) See attached Schedule B	B. Patent No.(s) See attached Schedule B
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Additional numbers attached? Yes No

<p>5. Name and address to whom correspondence concerning document should be mailed: Name: <u>White & Case LLP</u> Internal Address: <u>Patent Department</u> Street Address: <u>1155 Avenue of the Americas</u> City: <u>New York</u> State: <u>New York</u> Zip: <u>10036</u> Phone Number: <u>212-819-8200</u> Fax Number: <u>212-354-8113</u> Email Address: <u>JGenova@whitecase.com</u></p>	<p>6. Total number of applications and patents involved: <u>229</u></p> <p>7. Total fee (37 CFR 1.21(h) & 3.41) \$ 9,160</p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)</p> <p>8. Payment Information</p> <p>a. Credit Card Last 4 Numbers <u>1002</u> Expiration Date <u>07/06</u></p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>
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9. Signature: *John M. Genova* October 8, 2004
 Signature Date

John M. Genova, Reg. No. 32,224
 Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 19

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5956, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

OP \$9320.00 10434232

SCHEDULE B

Patents and Patent Applications
Owned By R. J. Reynolds Tobacco Company

<u>PATENT</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
United States	6,591,841	15JL2003
United States	6,606,999	19AU2003
United States	6,692,835	17FE2004
United States	6,695,924	24FE2004
United States	6,708,695	23MR2004
United States	6,726,006	27AP2004
United States	6,730,832	04MY2004
United States	6,736,261	18MY2004
United States	4,608,999	02SE1986
United States	4,700,722	20OC1987
United States	4,474,192	02OC1984
United States	4,527,570	09JL1985
United States	4,514,249	30AP1985
United States	4,580,584	08AP1986
United States	4,643,206	17FE1987
United States	4,611,607	16SE1986
United States	4,480,982	06NO1984
United States	4,636,183	13JA1987
United States	4,706,691	17NO1987
United States	4,883,449	28NO1989

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DN 1320904v4

PATENT
REEL: 029717 FRAME: 0545

SCHEDULE B

<u>PATENT</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
United States	4,547,253	15OC1985
United States	4,517,046	14MY1985
United States	4,557,281	10DE1985
United States	4,542,754	24SE1985
United States	4,646,762	03MR1987
United States	4,540,005	10SE1985
United States	4,620,557	04NO1986
United States	4,550,740	05NO1985
United States	4,528,995	16JL1985
United States	4,528,994	16JL1985
United States	4,630,619	23DE1986
United States	4,622,875	18NO1986
United States	4,583,657	22AP1986
United States	4,677,996	07JL1987
United States	4,517,992	21MY1985
United States	4,681,126	21JL1987
United States	4,582,072	15AP1986
United States	4,585,015	29AP1986
United States	4,760,854	02AU1988
United States	4,655,736	07AP1987
United States	4,617,946	21OC1986
United States	4,681,125	21JL1987

SCHEDULE B

<u>PATENT</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
United States	4,649,943	17MR1987
United States	4,627,448	09DE1986
United States	4,648,858	10MR1987
United States	4,641,748	10FE1987
United States	4,685,993	11AU1987
United States	4,669,611	02JE1987
United States	4,687,007	18AU1987
United States	4,744,375	17MY1988
United States	4,825,884	02MY1989
United States	4,677,994	07JL1987
United States	4,708,150	24NO1987
United States	4,765,348	23AU1988
United States	4,733,796	29MR1988
United States	4,793,478	27DE1988
United States	4,773,531	27SE1988
United States	4,771,882	20AU1988
United States	4,825,885	02MY1989
United States	4,865,222	09DE1989
United States	4,911,184	27MR1990
United States	5,107,865	28AP1992
United States	5,259,404	09NO1993
United States	4,934,524	19JE1990

SCHEDULE B

<u>PATENT</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
United States	4,924,886	15MY1990
United States	4,917,121	17AP1990
United States	4,898,191	06FE1990
United States	5,082,008	21JA1992
United States	4,893,638	16JA1990
United States	5,038,804	13AU1991
United States	4,912,910	03AP1990
United States	4,913,169	03AP1990
United States	4,892,109	09JA1990
United States	5,090,426	25FE1992
United States	4,961,438	09OC1990
United States	4,662,384	05MY1987
United States	4,955,397	11SE1990
United States	4,945,931	07AU1990
United States	5,062,434	05NO1991
United States	4,990,284	05FE1991
United States	5,094,253	10MR1992
United States	5,016,656	21MY1991
United States	5,038,997	13AU1991
United States	5,115,820 ¹	26MY1992
United States	5,135,009 ¹	04AU1992

¹ Assignment of this patent to Brown & Williamson Tobacco Corporation has been executed and is pending filing at the U.S. Patent & Trademark Office.

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<u>PATENT</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
United States	5,080,114 ¹	01JA1992
United States	5,190,060 ¹	02MR1993
United States	5,176,795	05JA1993
United States	4,984,412	15JA1991
United States	5,209,127	11MY1993
United States	5,129,356	14JL1992
United States	5,074,412	24DE1991
United States	5,080,115	14JA1992
United States	5,101,840	07AP1992
United States	5,060,667	29OC1991
United States	5,042,653	27AU1991
United States	5,141,004	25AU1992
United States	5,324,158	28JE1994
United States	5,133,170	28JL1992
United States	5,305,893	26AP1994
United States	5,284,164	08FE1994
United States	5,214,901	01JE1993
United States	5,372,149	13DE1994
United States	5,232,100	03AU1993
United States	5,327,915	12JL1994
United States	5,551,450	03SE1996
United States	5,324,344	28JE1994

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PATENT
REEL: 029717 FRAME: 0549

SCHEDULE B

<u>PATENT</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
United States	5,318,201	07JE1994
United States	5,425,215	20JE1995
United States	5,465,554	14NO1995
United States	5,540,242	30JL1996
United States	5,377,698	03JA1995
United States	5,765,570	16JE1998
United States	5,611,360	18MR1997
United States	5,436,456	25JL1995
United States	5,361,889	08NO1994
United States	5,366,096	22NO1994
United States	5,462,290	31OC1995
United States	D360,131	11JL1995
United States	5,476,354	19DE1995
United States	5,462,176	31OC1995
United States	5,996,587	07DE1999
United States	5,567,105	22OC1996
United States	5,873,372	23FE1999
United States	D360,090	11JL1995
United States	D379,716	10JE1997
United States	5,755,238	26MY1998
United States	5,806,531	15SE1998
United States	4,407,306	04OC1983

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<u>PATENT</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
United States	4,616,664	14OC1986
United States	4,726,385	23FE1988
United States	4,791,942	20DE1988
United States	5,007,439	16AP1991
United States	5,720,306	24FE1998
United States	5,908,033	01JE1999
United States	5,813,413	29SE1998
United States	5,722,431	03MR1998
United States	5,791,353	11AU1998
United States	5,944,025	31AU1999
United States	D338,391	30DE1997
United States	5,870,882	16FE1999
United States	5,898,104	27AP1999
United States	6,062,238	16MY2000
United States	5,947,128	07SE1999
United States	5,908,034	01JE1999
United States	5,826,590	27OC1998
United States	6,129,087	10OC2000
United States	5,996,589	17DE1999
United States	6,178,969	30JA2001
United States	5,979,459	09NO1999
United States	6,089,238	18JL2000

SCHEDULE B

<u>PATENT</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
United States	6,006,438	28DE1999
United States	6,363,691	02AP2002
United States	6,131,584	17OC2000
United States	6,123,447	26SE2000
United States	6,322,317	27NO2001
United States	6,155,269	05DE2000
United States	6,082,550	04JL2000
United States	6,227,205	08MY2001
United States	6,067,995	30MY2000
United States	6,257,243	10JL2001
United States	6,263,881	24JL2001
United States	6,296,113	02OC2001
United States	6,613,149	02SE2003
United States	6,427,423	06AU2002
United States	6,371,126	16AP2002
United States	6,502,581	07JA2003
United States	6,510,855	28JA2003
United States	6,508,254	21JA2003
United States	6,722,372	20AP2004
United States	6,338,410	15JA2002
United States	6,595,216	22JL2003
United States	6,571,801	03JE2003

SCHEDULE B

<u>PATENT</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
United States	6,536,442	25MR2003
United States	6,475,288	05NO2002
United States	6,474,468	05NO2003
United States	6,645,305	11NO2003
United States	6,612,429	02SE2003
United States	6,564,967	20MY2003
United States	6,745,778	08JL2004
United States	6,598,607	29JL2003
United States	6,532,965	18MR2003
United States	6,718,988	13AP2004
United States	6,705,325	16MR2004
Philippines	1-1997-56293	25JE2003
Philippines	1-1997-57443	15MR2004
Poland	185525	14JA2003
Portugal	0519697	04SE1996

SCHEDULE B

<u>APPLICATION</u>	<u>APPLN. NO.</u>	<u>FILING DATE</u>
United States	10/434,232	09MY2003
United States	10/440,292	16MY2003
United States	10/459,123	11JE2003
United States	10/463,211	17JE2003
United States	10/463,449	17JE2003
United States	10/465,460	19JE2003
United States	10/600,712	23JE2003
United States	10/625,762	22JL2003
United States	10/645,996	22AU2003
United States	10/645,997	22AU2003
United States	10/661,807	12SE2003
United States	10/665,066	17SE2003
United States	10/674,908	30SE2003
United States	10/674,909	30SE2003
United States	10/675,241	30SE2003
United States	10/675,577	30SE2003
United States	10/675,584	30SE2003
United States	10/675,802	30SE2003
United States	10/675,937	30SE2003
United States	10/682,570	09OC2003
United States	10/682,582	09OC2003

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<u>APPLICATION</u>	<u>APPLN. NO.</u>	<u>FILING DATE</u>
United States	10/686,558	15OC2003
United States	10/695,495	28OC2003
United States	10/713,569	13NO2003
United States	10/725,355	01DE2003
United States	10/730,962	09DE2003
United States	10/793,179	04MR2004
United States	10/814,820	31MR2004
United States	To be assigned	15JE2004
Patent Cooperation Treaty	US03/33394	21OC2003
Patent Cooperation Treaty	US03/37462	25NO2003
Patent Cooperation Treaty	US03/40750	18DE2003
Patent Cooperation Treaty	US04/007767	15MR2004
Patent Cooperation Treaty	To be assigned	15JE2004
United States	440,878	16NO1999
United States	446,232	14FE2000
United States	665,878	20SE2000
United States	217,509	13AU2002
United States	425,284	29AP2003
United States /AF/ 01-29-2013	10/148,977	05JE2002
United States	178,713	24JE2002
United States	217,695	25OC2002
United States	218,075	13AU2002

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DN 1320904v4

PATENT
REEL: 029717 FRAME: 0555

SCHEDULE B

<u>APPLICATION</u>	<u>APPLN. NO.</u>	<u>FILING DATE</u>
United States	221,126	09SE2002
United States	237,837	09SE2002
United States	265,870	07OC2002
United States	296,307	21NO2002
United States	299,231	19NO2002
United States	342,051	14JA2003
United States	297,822	11DE2002
United States	329,875	26DE2002
United States	No. to be assigned	29AP2004
United States	No. to be assigned	04MY2004
United States	No. to be assigned	10MY2004
United States	No. to be assigned	26MY2004
United States	No. to be assigned	03JE2004

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, North Carolina 27102, hereby assigns and grants to JPMORGAN CHASE BANK, 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 and amended and restated as of July 30, 2004 (as so amended and restated and as 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

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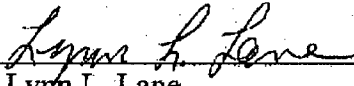
Section 10.9(a) of the Security Agreement, the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

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.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 30th day of July, 2004.

R. J. REYNOLDS TOBACCO COMPANY,
as Assignor

By: 
Name: Lynn L. Lane
Title: Senior Vice President and Treasurer

STATE OF New York)
COUNTY OF New York) ss.:

On this 30th day of July, 2004, before me personally came Lynn L. Lane who, being duly sworn, did depose and say that she is Senior Vice President and Treasurer of R. J.

REYNOLDS TOBACCO COMPANY, that she is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.

Jonathan J. Katz
Notary Public, State of New York
Commission # 01KA6096856
Qualified in New York County
Commission Expires August 11, 20__

Jonathan J. Katz
Notary Public

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 30th day of July, 2004.

R. J. REYNOLDS TOBACCO COMPANY,
as Assignor

By _____

Name: Lynn L. Lane

Title: SVP and Treasurer

JPMORGAN CHASE BANK
as Collateral Agent, and as Assignee

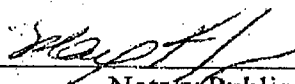
By _____

Name: Robert T. Sacks

Title: Managing Director

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

On this 30th day of July, 2004, before me personally came Robert T. Sacks who, being by me duly sworn, did state as follows: that he is Managing Director of JPMorgan Chase Bank, 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.



Notary Public

MAY KAREN YIP DANIELS
Notary Public, State of New York
No. 01YI6111759
Qualified in New York County
Commission Expires June 20, 2008