

10-11-2002



102248173

Form PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Commonwealth Brands, Inc.

10-8-02

Individuals Association
 General Partnership Limited Partnership

Corporation - Kentucky
 Other

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

2. Name and address of receiving party(ies):

Name: Deutsche Bank Trust Company Americas

Internal Address: _____

Street Address: 31 West 52nd Street

City: New York State: NY Zip Code: 10019

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other Collateral Agent

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

OFFICE OF PUBLIC RECORDS
2002 OCT -3 PM 10:01
FINANCE SECTION

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other

Execution Date: August 28, 2002

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

A. Trademark Application No.(s)

See attached Schedule A

Additional numbers attached? Yes No

Trademark Registration No.(s)

See attached Schedule A

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

Name: Helen Bruno, Senior Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved 22

7. Total fee (37 CFR 3.41): \$ 565.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705 (in case of deficiency)

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

10/10/2002 TDI071 00000103 1049554

DO NOT USE THIS SPACE

01 ~~FC:481~~ ~~40.00 CP~~
 02 ~~FC:482~~ ~~525.00 CP~~

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.*

Helen Bruno *[Signature]* October 8, 2002
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SCHEDULE A

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Brahman	August 9, 1994	1,849,554
Bull Device	March 12, 1968	845,757
Bull Durham	July 4, 1967	831,334
Bull Durham & Label with Bull Device	March 24, 1992	1,680,540
Canada Goose Brand	May 10, 1994	1,836,339
Commonwealth	November 1, 1994	1,861,444
Country Value	March 28, 1995	1,886,699
*Crown's	February 6, 1996	1,955,228
Malibu	December 8, 1987	1,468,603
Malibu Thins	April 30, 1968	848,102
Maui	May 17, 1994	1,837,265
Montclair	September 18, 1962	737,762
Montclair and M Design	December 10, 1991	1,667,805
Raven	June 11, 1996	1,979,956
Riviera	February 9, 1960	692,699
Sonoma	December 13, 1994	1,867,767
Special 10's Pack Design	April 23, 1996	1,970,274
USA Gold	July 4, 1995	1,903,775
Whitetail	January 21, 1997	2,032,909
Winged Horse Design	December 11, 1962	741,832
Natural Blend	December 23, 1997	2,242,656
Natural Blend	December 22, 1997	2,258,241

*Subject to the effect, if any, of a 1993 assignment from The American Tobacco Company to Swisher International, Inc. (Reel 0973/Frame 0142).

1
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Commonwealth Brands, Inc., a Kentucky Corporation (the "Grantor") with principal offices at 2200 Lapsley Lane, Bowling Green, Kentucky 42103, hereby assigns and grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 31 West 52nd Street, New York, New York 10019 (the "Grantee"), a security interest in (i) all of the Grantor'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, (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 GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of August 28, 2002 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as 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

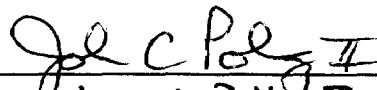
Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

28th day of August, 2002.

COMMONWEALTH BRANDS, INC., Grantor

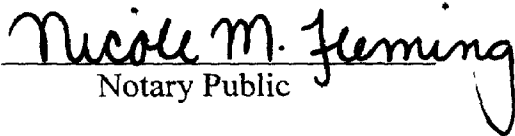
By 
Name: John C. Poling II
Title: President / CEO

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

By 
Name: **Marguerite Sutton**
Title: **Vice President**

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

On this 28th day of August, 2002, before me personally came John C. Poling II who, being by me duly sworn, did state as follows: that he is President/CEO of Commonwealth Brands, Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public

NICOLE M. FLEMING
Notary Public, State of New York
No. 01FL6061987
Qualified in New York County
Commission Expires July 30, 2005

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

On this 28th day of August, 2002, before me personally came Marguerite Sutton who, being by me duly sworn, did state as follows: that she is Vice President of Deutsche Bank Trust Company Americas, that she is authorized to execute the foregoing Grant on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.


Notary Public

NICOLE M. FLEMING
Notary Public, State of New York
No. 01FL6061987
Qualified in New York County
Commission Expires July 30, 2005