

Form PTO-1594
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

7-31-03

102517531

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

1. Name of conveying party(ies):
R.J. Reynolds Tobacco Company

Individuals Association
 General Partnership Limited Partnership

Corporation - New Jersey
 Other

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

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

Name: JPMorgan Chase Bank

Internal Address:

Street Address: 270 Park Avenue

City: New York State: NY Zip Code: 10017

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

OFFICE OF PUBLIC RECORDS
JUL 31 11 05 AM '03
FINANCE SECTION

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other

Execution Date: July 15, 2003

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

A. Trademark Application No.(s)

76/442026 76/363611
76/239285
76/459338

Additional numbers attached? Yes No

Trademark Registration No.(s)

1317323	1994000	1257939
1257940	1102900	1099002
2673878	1099001	1259638

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: 13

7. Total fee (37 CFR 3.41): \$ 340.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 23-1705

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

06/05/2003 DBYRNE 00000139 76442026

DO NOT USE THIS SPACE

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
Name of Person Signing

40.00/DP
300.00/DP

July 31, 2003
Date

Total number of pages comprising cover sheet: 10

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

Do not detach this portion

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

Mail Stop Assignment Recordation Services
Director of US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

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-

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 New Jersey 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 (as 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 15th day of July, 2003.

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: 

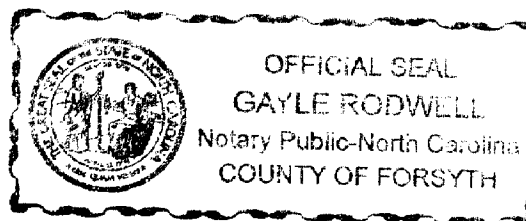
Name: Robert T. Sacks
Title: Managing Director

STATE OF NORTH CAROLINA)
) ss.:
COUNTY OF FORSYTH)

On this 9th day of July, 2003, before me personally came Lynn L. Lane who, being duly sworn, did depose and say that she is SVP 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.



Notary Public



Commission Expires: July 28, 2005

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

On this 17th day of July, 2003, 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

ELIZABETH IACOVIELLO
Notary Public, State of New York
No. 31-011A4638331
Qualified in New York County
Commission Expires June 30, 2006

TRADEMARKS

Trademark

Registration/Serial Number

Registration/Filing Date

See Attached List.

TRADEMARK REGISTRATIONS AND APPLICATIONS OF
R.J. REYNOLDS TOBACCO COMPANY (NJ)

COUNTRY/ MARK	REG. NO.	APP. NO.	REG. DATE	APP. DATE
Florida THE WINSTON SELECT	T95000000285		2/10/1995	
Florida WINSTON	T95000000286		2/10/1995	
Florida WINSTON CUP	T95000000280		2/10/1995	
Florida WINSTON CUP	T95000000281		2/10/1995	
Florida WINSTON CUP	T95000000282		2/10/1995	
Florida WINSTON SELECT	T95000000283		2/10/1995	
Florida WINSTON SELECT	T95000000284		2/10/1995	
Guam CITATION	151		4/28/1964	
United States CAMEL	1317323	435847	1/29/1985	7/22/1983
United States CAMEL CONCIERGE		76/442026		8/19/2002
United States CAMEL CT STYLIZED	1257940	368901	11/15/1983	6/10/1982
United States FSO		76/239285		4/11/2001
United States IMSS	2673878	76/163494	1/14/2003	11/10/2000
United States PEEL-A-FACT		76/459338		10/18/2002
United States RIGHT AGE		76/363611		1/28/2002
United States SHOPPERS REWARDS	1994000	74/557381	8/13/1996	8/4/1994
United States WINSTON	1102900	123012	9/19/1978	4/15/1977

TRADEMARK REGISTRATIONS AND APPLICATIONS OF
R.J. REYNOLDS TOBACCO COMPANY (NJ)

COUNTRY/ MARK	REG. NO.	APP. NO.	REG. DATE	APP. DATE
United States WINSTON CUP	1099001	123013	8/8/1978	4/15/1977
United States WINSTON RACING SERIES WITH FLA	1257939	368900	11/15/1983	6/10/1982
United States WINSTON WEST	1099002	123024	8/8/1978	4/15/1977
United States WINSTON WEST SERIES WITH CAR	1259638	368906	11/29/1983	6/10/1982
Algeria REYNOLDS	44418	955/87	10/7/1987	10/7/1987
Andorra REYNOLDS	18094	18094	2/19/2002	2/19/2002
Andorra RJR	18093	18093	2/19/2002	2/19/2002
Anguilla CAMEL HEAD DEVICE I	2367	NONE	11/10/1992	10/21/1992
Anguilla CAMEL HEAD DEVICE I	2346	NONE	12/21/1992	9/8/1992
Antigua & Barbuda CAMEL HEAD DEVICE I	3315	3315	2/25/1993	1/22/1992
Antigua & Barbuda CAMEL HEAD DEVICE I	3467	3467	2/15/1993	11/27/1992
African Intellectual REYNOLDS	38394	87850	11/30/1998	9/26/1997
Argentina CAMEL HEAD DEVICE I	1476978	1826408	10/29/1993	12/6/1991
Argentina CAMEL HEAD DEVICE I	1476977	1826407	10/29/1993	12/6/1991
Argentina CAMEL HEAD DEVICE I	1476975	1826405	10/29/1993	12/6/1991
Argentina CAMEL HEAD DEVICE I	1476976	1826406	10/29/1993	12/6/1991
Argentina CAMEL HEAD DEVICE I	1478934	1831712	10/29/1993	1/31/1992