

08-06-2003

Form PTO-1594
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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):
RJR Packaging, LLC

Individuals Association
 General Partnership Limited Partnership

Corporation
 Other - Delaware limited liability company

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
2003 JUL 31 AM 9:55
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)
76/459338

Additional numbers attached? Yes No

Trademark Registration No.(s)

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 1

7. Total fee (37 CFR 3.41): \$ 40.00
 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)

DO NOT USE THIS SPACE

9. 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] July 31, 2003
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 8

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

08/05/2003 DBYRNE 00000162 76459338

Do not detach this portion

01 FC:032 Mail documents to be recorded. 10/01/03 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 (0651-0011), Washington, D.C. 20503.

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES
PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, RJR PACKAGING, LLC, a Delaware limited liability company (the "Assignor") with principal offices at 220 East Polo Road, 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.

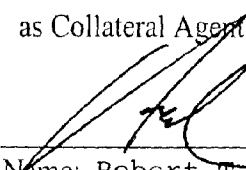
* * *

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 15th day of July, 2003.

RJR PACKAGING, LLC,
as Assignor

By: 
Name: Lynn L. Lane
Title: Treasurer

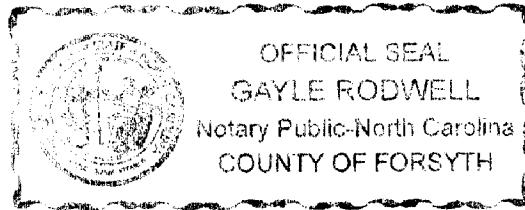
JPMORGAN CHASE BANK,
as Collateral Agent, and as Assignee

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 Treasurer of RJR PACKAGING, LLC, that she is authorized to execute the foregoing Assignment of Security Interest on behalf of said company and that she did so by authority of the officers of said company.

Gayle Rodwell
Notary Public



Commission Expires: July 29, 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~~ he is
Managing Director of JPMorgan Chase Bank, that ~~he~~ he is authorized to execute the
foregoing Assignment of Security Interest on behalf of said corporation and that ~~he~~ he did so by
authority of the Board of Directors of said corporation.


Notary Public

ELIZABETH JACOVIELLO
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

PEEL-A-FACT

76/459338

10-18-02