

02-24-2004



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

102676372

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

1. Name of conveying party(ies): National Tobacco Company, L.P. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Delaware Limited Partnership

2. Name and address of receiving party(ies): Name: Bank One, NA Internal Address: Street Address: 416 West Jefferson Street City: Louisville State: KY Zip: 40202 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Banking Association

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Amended & Restated Collateral Execution Date: 02/17/2004 Assignment

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) See attached Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Cynthia L. Stewart Internal Address: Frost Brown Todd LLC 32nd Floor Street Address: 400 W. Market Street City: Louisville State: KY Zip: 40202-3363

6. Total number of applications and registrations involved: 31 7. Total fee (37 CFR 3.41): \$790.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 024275

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. Cynthia L. Stewart Name of Person Signing Signature Date 2-19-04

02/23/2004 DRYRNE 00000062 024275 78045435 Total number of pages including cover sheet, attachments, and document: 9

01 FC:8521 40.00 DA 02 FC:8522 750.00 DA

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002916 FRAME: 0820

SCHEDULE A

Schedule of Trademarks

National Tobacco Company L.P.

Trademark	Current Owner	Registration No. and Date Issued
OPEN BOOK	National Tobacco Company, L.P.	438,344 April 13, 1948
POLAR (Stylized Letters)	National Tobacco Company, L.P.	438,345 April 13, 1948
HONEST (Stylized Letters)	National Tobacco Company, L.P.	438,346 April 13, 1948
BLUE RINGS	National Tobacco Company, L.P.	439,796 July 20, 1948
BROTHERHOOD (Stylized Letters)	National Tobacco Company, L.P.	439,799 July 20, 1948
JUST SUITS (Stylized Letters)	National Tobacco Company, L.P.	501,103 July 20, 1948
RIPPLE (Stylized Letters)	National Tobacco Company, L.P.	501,105 July 20, 1948
BAGPIPE (Stylized Letters)	National Tobacco Company, L.P.	501,241 July 27, 1948
GREEN TURTLE	National Tobacco Company, L.P.	501,533 August 10, 1948
BRANDY & BURLEY	National Tobacco Company, L.P.	828,688 May 9, 1967
BEECH-NUT	National Tobacco Company, L.P.	896,764 August 18, 1970
BEECH-NUT and Design	National Tobacco Company, L.P.	1,208,850 September 14, 1982
BIG RED CHEWING TOBACCO and Design	National Tobacco Company, L.P.	1,243,062 June 21, 1983
MISCELLANEOUS DESIGN	National Tobacco Company, L.P.	1,273,038 April 3, 1984
HAVANA BLOSSOM FRESHER & TASTIER and Design	National Tobacco Company, L.P.	1,358,381 September 3, 1985
TROPHY THE SPORTSMAN'S CHEW	National Tobacco Company, L.P.	1,879,989 February 21, 1995
BUZ	National Tobacco Corporation	2,004,467 October 1, 1996
DURANGO	National Tobacco Company, L.P.	2,518,530 December 11, 2001
DURANGO CHEWING TOBACCO and Design	National Tobacco Co., L.P.	76/361,255
HAVANA BLOSSOM	National Tobacco Company, L.P.	78/051,649
HAVANA BLOSSOM (Stylized Letters)	National Tobacco Company, L.P.	78/052,087
PROFIT STACKER	National Tobacco Company, L.P.	78/042,102

Trademark	Current Owner	Registration No. and Date Issued
BIG RED	National Tobacco Company, L.P.	<u>78/045,435</u>
NATIONAL TOBACCO	National Tobacco Company, L.P.	76/115,467
MISCELLANEOUS DESIGN	National Tobacco Company, L.P.	76/364,223
MISCELLANEOUS DESIGN	National Tobacco Company, L.P.	76/115,206
NATIONAL TOBACCO	National Tobacco Company, L.P.	2,535,562 February 5, 2002
MISCELLANEOUS DESIGN	National Tobacco Company, L.P.	2,495,704 October 9, 2001
TROPHY	National Tobacco Company, L.P.	2,508,886 November 20, 2001
TROPHY (Stylized Letters)	National Tobacco Company, L.P.	2,508,885 November 20, 2001
ALWAYS FRESH ALWAYS MOIST RIGHT ON TARGET and Design	National Tobacco Company, L.P.	2,499,740 October 23, 2001

**AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NATIONAL TOBACCO COMPANY, L.P., a Delaware limited partnership (the "Assignor"), with principal offices at 257 Park Avenue South, 7th Floor, New York, NY 10010-7304, hereby collaterally assigns and grants to BANK ONE, NA, with an office and place of business at 416 West Jefferson Street, Louisville, Kentucky, 40202, as Agent Bank (defined below) (the "Assignee"), a first priority security interest in (i) all of the Assignor'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, together with (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 AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF SECURITY INTEREST (this "Assignment") is made to secure the satisfactory performance and payment of all "Secured Obligations", as such term is defined in an Amended and Restated Security Agreement dated as of February 17, 2004, as amended, between North Atlantic Trading Company, Inc., National Tobacco Finance Corporation, North Atlantic Operating Company, Inc., Stoker, Inc., RBJ Sales, Inc., Fred Stoker & Sons, Inc. and North Atlantic Cigarette Company, Inc. and BANK ONE, NA, successor to Bank One, Kentucky, NA, a national banking association, acting as Agent Bank on behalf of itself and the Banks (hereafter referred to as the "Agent Bank") (as amended, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment. Terms not otherwise defined herein shall have the meaning set forth in the Security Agreement.

This Assignment has been granted in conjunction with the security interest granted to the 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 are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Agreement and the obligations of the parties hereunder shall, in all respects, be governed by and construed in accordance with the laws of the State of New York.

This Assignment is delivered in amendment, restatement and replacement of, but not in novation of, that Assignment of Security Interest in United States Trademarks between Assignor and Assignee executed May 8, 2002, and recorded at the United States Patent and Trademark Office.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of
the 17th day of February, 2004.

NATIONAL TOBACCO COMPANY, L.P.

By: NATIONAL TOBACCO FINANCE
CORPORATION, as its general partner

By: 

David I. Brunson, Executive Vice President and
Chief Financial Officer

BANK ONE, KENTUCKY, NA, as Agent Bank
and as Assignee

By: 

H. Joseph E. Brenner, First Vice President

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

On this 17th day of February, 2004 before me personally came David I. Brunson who, being by me duly sworn, did state as follows: that she/he is the Executive Vice President and Chief Financial Officer of NATIONAL TOBACCO FINANCE CORPORATION, the General Partner of NATIONAL TOBACCO COMPANY, L.P., and that she/he is authorized to execute the foregoing Assignment on behalf of said partnership and that she/he did so by authority of the General Partner of said partnership.

Kristen Vento
Notary Public

My commission expires: _____.

KRISTEN VENTO
Notary Public, State of New York
No. 01VE6084451
Qualified in Richmond County
Commission Expires Dec. 2, 2006

STATE OF COMMONWEALTH OF KENTUCKY)

) ss.:

COUNTY OF JEFFERSON)

On this 17 day of February, 2004 before me personally came H. Joseph Brenner who, being by me duly sworn, did state as follows: that she/he is the First Vice President of BANK ONE, NA, that she/he is authorized to execute the foregoing Assignment on behalf of said bank and that she/he did so by authority of the Board of Directors of said bank.



Notary Public

My commission expires: 1-5-07