

4/12/04

04-19-2004



102724391  
TRADEMARKS ONLY

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

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):  
Bank of America, N.A.  
  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: 800 JR-Cigar, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 301 Route 10 West  
City: Whippany State: NJ Zip: 07981  
  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State New Jersey  
 Other \_\_\_\_\_  
  
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 PROSECUTOR GENERAL  
2004 APR 12 AM 10 54  
FINANCE SECTION

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other Release of Security Interest  
  
Execution Date: March 30, 2004

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 2,254,655  
\_\_\_\_\_  
\_\_\_\_\_

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Thomas G. Bailey, Jr.  
Internal Address: P.O. Box 5056  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: One North Lexington Avenue  
\_\_\_\_\_  
City: White Plains State: NY Zip: 10602-2700

6. Total number of applications and registrations involved: .....

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
502067

DO NOT USE THIS SPACE

9. Signature.  
670111 00000108 502067 2254655  
40.00 DA  
Marc J. Kesten  
Name of Person Signing

Signature

April 2, 2004  
Date

Total number of pages including cover sheet, attachments, and document:

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

04/16/2004  
01 FC:8521

TRADEMARK  
REEL: 002949 FRAME: 0436

**RELEASE OF SECURITY INTEREST IN TRADEMARK**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Agreement") is made as of the 30<sup>th</sup> day of March, 2004 by and between Bank of America, N.A., 5<sup>th</sup> Floor, 600 Peachtree Street NE, Atlanta, Georgia 30308, and 800 JR-Cigar, Inc., located at 310 Route 10 East, Whippany, New Jersey 07068 (the "Assignee").

WHEREAS, on or about November 20, 2000, OroAmerica, Inc. assigned to 800 J.R. Cigar, Inc., all rights, title, and interest in and to the mark ARISTOFF, U.S. Trademark Registration 2,254,655 (hereinafter the "Mark") for good and sufficient consideration. This assignment was recorded in the United States Patent and Trademark Office ("US PTO") on December 20, 2000, at Reel/Frame 2210/0070.

WHEREAS, on June 21, 2001, OroAmerica merged into and with Aurafin-OroAmerica LLC. During the merger, Aurafin-OroAmerica inadvertently and improperly conveyed a security interest in the Mark to Bank of America, N.A. which was subsequently recorded in the US PTO on September 17, 2001, at Reel/Frame 2365/0761.

WHEREAS, on or about March 5, 2004, Aurafin-OroAmerica was notified by 800 JR-Cigar of this improper conveyance and has requested Aurafin-OroAmerica to take steps to obtain a release of the security interest in the Mark.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee does hereby release, without recourse, its security interest in and to the Mark and the U.S. registration of and for the Mark as set forth on the attached Exhibit A. Assignee does hereby further release and forever discharge all right, title, and interest in and to all liens in and to the Mark and the U.S. registration therefor, and does expressly release any and all rights that the undersigned may now or hereafter have to establish or enforce said lien or liens.

Assignee hereby agrees to execute such further instruments and documents and perform such further acts as Assignor may deem necessary to secure to Assignor the rights herein conveyed.

Attest:

By: Sherry Lail

Title: SVP

BANK OF AMERICA, N.A.

By: L.C. Bell

Title: Vice President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exhibit A**  
**to**  
**Release of Security Interest in Trademark**

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**“Mark”**

<b>Mark</b>	<b>Filing Date</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
ARISTOFF	07/23/1997	75329113	2,243,655	05/04/1999