

REC
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10-15-2004
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To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof.
receiving party(ies):

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

 Individuals Association
 General Partnership - Limited Partnership
 Corporation-State - North Carolina
 Other

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

2. Name of receiving party(ies):
Name: JPMorgan Chase Bank
Internal Address: _____
Street Address: 270 Park Avenue
City: New York State: NY ZIP: 10017

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

10/8/04
OFFICE OF PUBLIC RECORDS
ZM OCT - 8 PM 12:40
FINANCE SECTION

3. Nature of conveyance:

 Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: July 30, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) SEE ATTACHED SCHEDULE A

Trademark Registration No.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Rachael Sanderson
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 37

7. Total fee (37 CFR 3.41): \$ 940.00
 Enclosed
 Authorized to be charged to deposit account

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

Rachael Sanderson Rachael Sanderson 10/8/04
Name of Person Signing Signature Date
Total number of pages comprising cover sheet: 4

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

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

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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.

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01 FC:0521 40.00 OP
02 FC:0522 900.00 OP

NEWYORK 4365647 (2K)

TRADEMARKS

Trademark	Registration No.	Application No.	Registration Date	Application Date
United States A RESPONSIBLE COMPANY IN A CONTROVERSIAL INDUSTRY	2,319,600	75/701,637	2/15/2000	5/6/1999
United States BAND TO BAND	2,486,308	76/003,632	9/4/2001	3/17/2000
United States BAND TO BAND COMBAT	2,321,983	75/711,673	2/22/2000	5/21/1999
United States BRIGHT IDEAS ON PREVENTING YOUTH SMOKING	2,344,124	75/529,007	4/18/2000	7/31/1998
United States CIRCUIT BREAKER	2,144,715	75/278,050	3/17/1998	4/21/1997
United States CIRCUIT BREAKER	2,221,201	75/278,444	2/2/1999	4/21/1997
Circuit Breaker United States of America	2,233,317	75/278,051	3/23/1999	4/21/1997
United States CIRCUIT BREAKER	2,220,058	75/289,406	1/26/1999	5/9/1997
United States CONSUMER FIRST	2,718,633	76/299,074	5/27/2003	8/13/2001
United States HOUSE REWARDS	2,835,883	76/405,678	4/27/2004	5/10/2002
United States KOOL	2,197,478	75/290,676	10/20/1998	5/12/1997
United States KOOL GREEN GOLD	2,201,116	75/290,100	11/3/1998	5/12/1997
United States KOOL GREEN GOLD	2,197,471	75/290,102	10/20/1998	5/12/1997
United States KOOL INTERLOCKING O'S (SOLID)		76/405,657		5/10/2002
United States KOOL JAZZ		78/325,956		11/11/2003
United States KOOL JAZZ FESTIVAL		78/326,059		11/11/2003
United States KOOL MIXX	2,671,050	76/145,201	1/7/2003	10/12/2000
United States KOOL RACING	2,265,093	75/548,567	7/27/1999	9/8/1998

Trademark	Registration No.	Application No.	Registration Date	Application Date
United States LIVE BIG	2,267,784	75/449,451	8/3/1999	3/12/1998
United States LUCKY STRIKE	1,980,028	74/480,089	6/11/1996	1/14/1994
United States LUCKY STRIKE AND DESIGN	1,956,740	74/427,866	2/13/1996	8/20/1993
United States PLAY ON THE HOUSE		76/429,149		7/11/2002
United States REAL EDGE	2,417,004	75/698,350	1/2/2001	5/5/1999
United States SPADES SLAM		76/405,495		5/10/2002
United States T2	2,484,504	75/851,536	9/4/2001	11/5/1999
United States TEAM KOOL GREEN	2,201,119	75/290,675	11/3/2004	11/3/1998
United States TEAM KOOL GREEN (RACE CAR)	2,309,891	75/476,604	1/18/2000	4/29/1998
United States TEAM KOOL GREEN (RACE CAR)	2,319,833	75/476,699	2/15/2000	4/29/1998
United States TEAM KOOL GREEN (RACE CAR)	2,330,261	75/476,645	3/14/2000	4/29/1998
United States TEAM KOOL GREEN (RACE CAR)	2,339,207	75/476,644	4/4/2000	4/29/1998
United States TEAM KOOL GREEN (RACE CAR)	2,394,628	75/476,451	10/17/2000	4/29/1998
United States TEAM KOOL GREEN (RACE CAR)	2,431,231	75/861,624	2/27/2001	12/01/1999
United States THE ART OF SIMPLE LIVING	2,475,404	75/926,352	8/7/2001	2/23/2000
United States TOBACCO 101		78/258,573		6/5/2003
United States VENTILATION PLUS CLEANER AIR FOR EVERYONE'S COMFORT	2,494,676	75/542,476	10/2/2001	8/25/1998
United States WAKE UP LIVE BIG	2,460,889	75/697,654	6/19/2001	5/4/1999

Trademark	Registration No.	Application No.	Registration Date	Application Date
United States YOUR HIT PARADE	601,451	71/632,547	1/25/1955	7/15/1952

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 North Carolina 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 and amended and restated as of July 30, 2004 (as so amended and restated and as same may be further 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

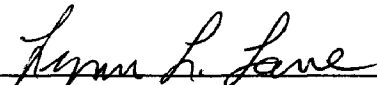
Section 10.9(a) of the Security Agreement, the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

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.

[Signature Page Follows]

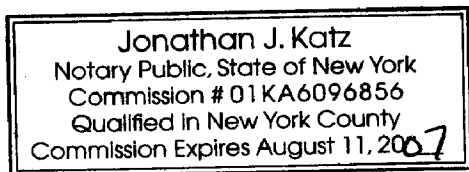
IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 30th day of July, 2004.

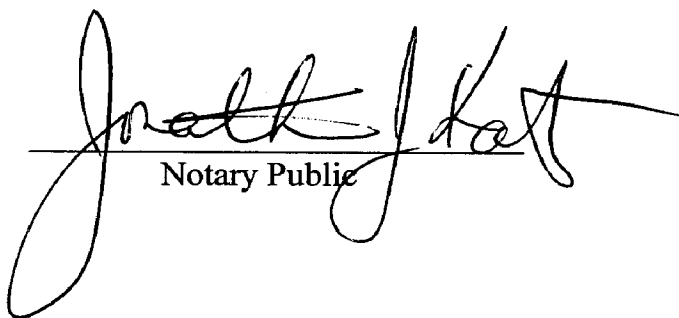
R. J. REYNOLDS TOBACCO COMPANY,
as Assignor

By: 
Name: Lynn L. Lane
Title: Senior Vice President and Treasurer

STATE OF New York)
COUNTY OF New York) ss.:

On this th30 day of July, 2004, before me personally came Lynn L. Lane who, being duly sworn, did depose and say that she is Senior Vice President 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.



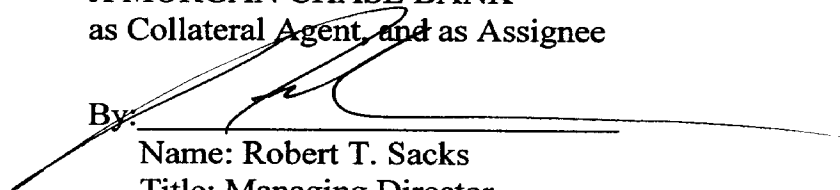

Notary Public

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 30th day of July, 2004.

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

On this 30th day of July, 2004, 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

MAY KAREN YIP DANIELS
Notary Public, State of New York
No. 01YI6111759
Qualified in New York County
Commission Expires June 20, 2008