

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JP Morgan Chase Bank, NA		06/14/2005	National Banking Association:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	National Tobacco Company, L.P.
<b>Street Address:</b>	257 Park Avenue South
<b>Internal Address:</b>	7th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	438344	OPEN BOOK
Registration Number:	438345	POLAR
Registration Number:	438346	HONEST
Registration Number:	439796	BLUE RINGS
Registration Number:	439799	BROTHERHOOD
Registration Number:	501103	JUST SUITS
Registration Number:	501105	RIPPLE
Registration Number:	501241	BAGPIPE
Registration Number:	501533	GREEN TURTLE
Registration Number:	828688	BRANDY & BURLEY
Registration Number:	896764	BEECH-NUT
Registration Number:	1208850	BEECH-NUT
Registration Number:	1243062	BIG RED CHEWING TOBACCO

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Registration Number:	1273038	
Registration Number:	1358381	HAVANA BLOSSOM FRESHER & TASTIER
Registration Number:	1879989	TROPHY THE SPORTSMAN'S CHEW
Registration Number:	2004467	BUZ
Registration Number:	2518530	DURANGO
Serial Number:	76361255	DURANGO CHEWING TOBACCO
Serial Number:	78051649	HAVANA BLOSSOM
Serial Number:	78052087	HAVANA BLOSSOM
Serial Number:	78042102	PROFIT STACKER
Serial Number:	78045435	BIG RED
Serial Number:	76115467	NATIONAL TOBACCO
Serial Number:	76364223	
Serial Number:	76115206	
Registration Number:	2535562	NATIONAL TOBACCO
Registration Number:	2495704	
Registration Number:	2508886	TROPHY
Registration Number:	2508885	TROPHY
Registration Number:	2499740	ALWAYS FRESH ALWAYS MOIST RIGHT ON TARGET

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 756-2388  
Email: daniel.angel@srz.com  
Correspondent Name: Daniel Angel, Esq. (026033-0106)  
Address Line 1: Schulte Roth & Zabel LLP  
Address Line 2: 919 Third Avenue  
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel, Esq.
Signature:	/beb for da/
Date:	06/23/2005

**Total Attachments: 6**

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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release") is made and effective as of the date executed below and is granted by JP MORGAN CHASE BANK, NA, a national banking association ("Releasor"), in favor of NATIONAL TOBACCO COMPANY, L.P., a Delaware limited partnership ("Releasee").

**WHEREAS**, pursuant to that certain Amended and Restated Loan Agreement, dated as of February 17, 2004, as amended, replaced, superseded or otherwise modified from time to time (the "Loan Agreement") by and among Releasee, JP Morgan Chase Bank, NA, as agent, and the Lenders described therein, Lenders agreed to make loans and other financial accommodations to Releasee;

**WHEREAS**, Releasee and Releasor entered into that certain Amended and Restated Security Agreement dated as of February 17, 2004, as amended, replaced, superseded or otherwise modified from time to time (the "Security Agreement");

**WHEREAS**, pursuant to the Security Agreement, Releasee executed that certain Amended and Restated Collateral Assignment of Security Interest in United States Trademarks dated as of February 17, 2004, as amended, replaced, superseded or otherwise modified from time to time (the "Assignment of Security Interest") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Credit Agreement) (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations and trade names and all trademark applications that have been filed based upon use or based upon intent to use, provided that a statement of use or amendment to allege use has been filed as of the date of any Event of Default, including, without limitation, each trademark and trademark application listed on Schedule A hereto , and (i) all renewals thereof; (ii) all income, royalties, damages and payments then or thereafter due or payable with respect thereto, including without limitation, damages and payments for past or future infringements or dilution thereof or injury to the associated goodwill; (iii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill; and (iv) all rights corresponding thereto throughout the world;

(b) the goodwill of the Releasee's business connected with and symbolized by each trademark comprised in the Trademark Collateral; and

(c) all proceeds and products of the foregoing;

**WHEREAS**, the Assignment of Security Interest was recorded at the United States Patent and Trademark Office at Reel 002916/Frame 08220 on February 19, 2004;

**WHEREAS**, Releasee has paid all of its outstanding indebtedness to Releasor;

**WHEREAS**, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasor pursuant to the Security Agreement, the Assignment of Security Interest and/or any other agreement (the "Security Interest"); and

**WHEREAS**, Releasor is willing to release and discharge fully the Security Interest.

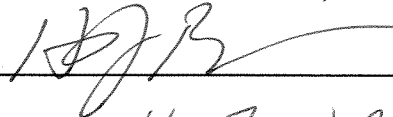
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Security Agreement, the Assignment of Security Interest and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or Releasee's agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Trademark Collateral.

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**IN WITNESS WHEREOF**, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 14<sup>th</sup> day of June 2005.

**RELEASOR**

**By: JP MORGAN CHASE BANK, NA**

  
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Name: H. Joseph Bremer

Title: Senior Vice President

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF KENTUCKY

SS.:

COUNTY OF JEFFERSON

On this 14 day of JUNE 2005, before me, the undersigned, personally appeared H. JOSEPH BRENNER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
[NOTARY SEAL] 1-5-07

## SCHEDULE A

### Schedule of Trademarks

National Tobacco Company L.P.

<b>Trademark</b>	<b>Current Owner</b>	<b>Registration No. and Date Issued</b>
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



<b>Trademark</b>	<b>Current Owner</b>	<b>Registration No. and Date Issued</b>
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
BIG RED	National Tobacco Company, L.P.	78/045,435
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

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