

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Conwood Company, L.P. | | 05/31/2006 | LIMITED PARTNERSHIP: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMORGAN CHASE BANK, N.A. | | |
| Street Address: | 270 Park Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Collateral Agent: | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0817672 | CONWOOD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)354-8113 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212-819-8923 | | |
| Email: | trademarkdocket@whitecase.com | | |
| Correspondent Name: | Matthew Bart c/o White & Case LLP | | |
| Address Line 1: | 1155 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| ATTORNEY DOCKET NUMBER: | 1107993-0127 | | |
| NAME OF SUBMITTER: | Matthew Bart | | |
| Signature: | /Matthew Bart/ | | |
| Date: | 06/14/2006 | | |

CH \$40.00 0817672

Total Attachments: 6

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ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES
PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, CONWOOD COMPANY, L.P., a Delaware limited partnership (the "Assignor") with principal offices at 813 Ridge Lake Blvd., Memphis, Tennessee, 38120, hereby assigns and grants to JPMORGAN CHASE BANK, N.A., 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, amended and restated as of July 30, 2004, and as further amended and restated as of May 31, 2006 (as so amended and restated and as the 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.

* * *

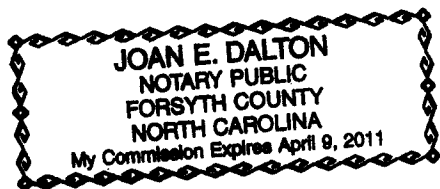
IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 31 day of May, 2006.

CONWOOD COMPANY, L.P.,
as Assignor

By: 
Name: Daniel A. Fawley
Title: Vice President and Treasurer

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

On this 26 day of May, 2006, before me personally came Daniel A. Fawley who, being duly sworn, did depose and say that [s]he is VP + Treasurer of CONWOOD COMPANY, L.P., that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.



Joan E Dalton
Notary Public

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent, and as Assignee

By 

Name:

Title:

ROBERT T. SACKS
MANAGING DIRECTOR

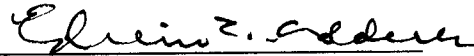
Assignment of Security Interest in Trademarks and Patents – Conwood Company, L.P.

NEWYORK 5604260 (2K)

TRADEMARK
REEL: 003327 FRAME: 0561

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

On this th30 day of May, 2006, before me personally came Robert T. Sacks who, being by me duly sworn, did state as follows: that [s]he is Managing Director of JPMORGAN CHASE BANK, N.A., that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.


Notary Public

EDELIN C. ADDERLEY
Notary Public, State of New York
No. 01AD6079940 Qualified in Bronx County
Certificate Filed in New York County
Commission Expires September 3, 2006

TRADEMARKS

United States Registrations

| Mark | Registration No. | Registration Date |
|-------------|-------------------------|--------------------------|
| CONWOOD | 817,672 | 11-01-1966 |

Licensed Registrations

| Licensor | Licensee | Mark Licensed | Date Licensed Granted |
|--------------------|-----------------------|----------------------|------------------------------|
| Theodorus Niemeyer | Conwood Company, L.P. | Trademark for SAMSON | 04-24-1992 |