

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peter Stokkebye Tobaksfabrik A/S		07/03/2007	CORPORATION: DENMARK
RECEIVING PARTY DATA			
Name:	Commonwealth Brands, Inc.		
Street Address:	900 Church Street		
City:	Bowling Green		
State/Country:	KENTUCKY		
Postal Code:	42101		
Entity Type:	CORPORATION: KENTUCKY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1908000	BALI SHAG	
Registration Number:	1638762	MCCLINTOCK	
CORRESPONDENCE DATA			
Fax Number:	(502)561-0442		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	502-584-1135		
Email:	jgregory@midtreut.com		
Correspondent Name:	Julie Ann Gregory		
Address Line 1:	2500 Brown & Williamson Tower		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Julie Ann Gregory		
Signature:	/Julie Ann Gregory/		
Date:	07/20/2007		

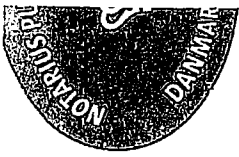
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Total Attachments: 8

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ASSIGNMENT OF BUSINESS INTELLECTUAL PROPERTY

This ASSIGNMENT OF BUSINESS INTELLECTUAL PROPERTY (“Assignment”) is made and entered into as of this 3. day of July, 2007 (“Effective Date”), by and between **Peter Stokkebye Tobaksfabrik A/S** (hereinafter “ASSIGNOR”), having a place of business at Tobaksvej 1, 5610 Assens, Denmark and **Commonwealth Brands, Inc.** (hereinafter “ASSIGNEE”), having a having a place of business at P.O. Box 51587, Bowling Green, Kentucky 42102, U.S.A.

WHEREAS, pursuant to a Sale and Purchase Agreement dated June 29, 2007, ASSIGNEE desires to acquire ASSIGNOR’s interest in the Territory¹ in the Business Intellectual Property, identified on Exhibit A hereto, and which includes trademarks and service marks, registered trademarks and service marks, trade dress, copyrights, slogans, logos, and product packaging and design.

NOW, THEREFORE, for good and valuable consideration paid to ASSIGNOR by ASSIGNEE, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign to ASSIGNEE the following:

1. All of ASSIGNOR’s right, title and interest in the Territory in and to all of the trademarks and service marks, registered trademarks and service marks, trade dress, copyrights, slogans, logos, and product packaging and design, identified in Exhibit A hereto, and any applications for registration

¹ The “Territory” is defined as all that territory comprising:

- (a) the 50 states of the United States of America;
- (b) the federal District of Columbia;
- (c) American Samoa; Baker Island; Howland Island; Jarvis Island; Johnston Atoll; Kingman Reef; Guam; Midway Islands; Navassa Island; Northern Mariana Islands; Palmyra Atoll; Puerto Rico; U.S. Virgin Islands and Wake Island;
- (d) the Guantanamo Bay Naval Base, Cuba and any other military bases occupied from time to time by the United States Armed Forces, wherever situated.

- of any such intangible assets in the Territory (the "Business Intellectual Property");
2. All goodwill in the Territory associated with the operation of the business including the goodwill associated with any of the Business Intellectual Property; and
 3. Any rights of ASSIGNOR in the Territory to bring proceedings and sue any third parties for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this agreement related to the Business Intellectual Property including, without limitation, infringement, passing-off or action based on unfair competition in relation to the Business Intellectual Property, and to prosecute and renew such applications and registrations in the Territory including, without restriction, in the United States Patent and Trademark Office and U.S. Copyright Office.

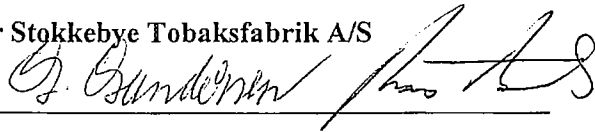
Notwithstanding the above terms of assignment, ASSIGNOR expressly excludes from this Assignment the trademark and trade name C.W.OBEL. The trademark and trade name C.W.OBEL is not part of the assigned Business Intellectual Property. Any and all rights to use of the trademark and trade name C.W. OBEL by ASSIGNEE shall be governed by the Sale and Purchase Agreement or other agreement.

After the execution of this Assignment, at the request and expense of ASSIGNEE, but without additional consideration to the ASSIGNOR, the ASSIGNOR will execute and deliver to the ASSIGNEE such further lawful instruments of conveyance, transfer and assignment, and take such other actions within its power, as the ASSIGNEE may reasonably require to convey and deliver to ASSIGNEE whatever rights are transferred by this Assignment, to perfect the ASSIGNEE's title in the Territory to the trademarks and service marks, registered trademarks and service marks, trade dress, copyrights, slogans, logos, and product packaging and design identified in Exhibit A hereto, and to otherwise give full effect to this Assignment.

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This Assignment is binding on the ASSIGNOR and its respective successors and assigns, and inures to the benefit of the ASSIGNEE and its successors and assigns.

Peter Stokkebye Tobaksfabrik A/S

By: 

Name: Georg Gundersen Lars Bernth

Title: Chairman President

Dated: July 3rd, 2007

Subscribed and sworn to before me this ____ day of _____, 2007.

Notary Public

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This is to certify that Georg Gundersen and Lars Bernth, who today in my presence at the Notarial Office approved and signed this document, pursuant to a transcript from the Danish Commerce and Companies Register have powers to sign on behalf of the company Peter Stokkebye Tobaksfabrik A/S.

Georg Gundersen has proved his identity by showing his driving licence.
Lars Bernth has proved his identity by showing his driving licence.

The Court in Odense, Denmark, 3rd July 2007

Eva Stougaard
Eva Stougaard-Andresen
Notary Public



MINISTRY OF FOREIGN AFFAIRS

APOSTILLE
(Convention de La Haye du 5 octobre 1961)

1. Land: Danmark
Country: Denmark

Dette offentlige dokument / This public document

2. er underskrevet af / has been signed by
Eva Stougaard-Andresen

3. i egenskab af / acting in the capacity of
Notar / Notary Public

4. er forsynet med segl/stempel af / bears the seal/stamp of
Odense Retsskreds / Odense County Court

Attesteret / Certified

5. i København
at Copenhagen

6. den 5. juli 2007
the 05 juli 2007

7. af Udenrigsministeriet
by the Ministry of Foreign Affairs of Denmark

8. Nr. / N° DNK-00023563

9. Segl/stempel / Seal/stamp:

No. Underskrift / Signature:
Ole Schmidt
Ole Schmidt

MINISTRY OF FOREIGN AFFAIRS

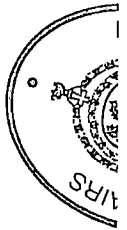


Exhibit A
Business Intellectual Property

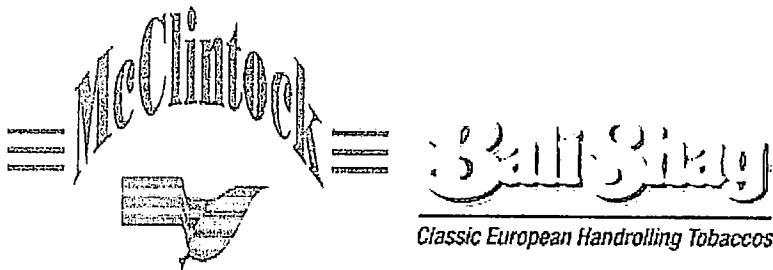
1. The following trademarks in the Territory (whether registered or unregistered):

- (a) BALI SHAG; and
- (b) McCLINTOCK;

in all forms, script, styles and logos including the following registered United States Trademark Registrations:

Mark	Registration Number	Registration Date	Registered Proprietor
BALI SHAG (Stylized)	1,908,000	July 25, 1995	Peter Stokkebye Tobaksfabrik A/S
MCCLINTOCK (word mark)	1,638,762	March 19, 1991	Peter Stokkebye Tobaksfabrik A/S

2. The following figurative marks, logos and devices in the Territory (whether registered or unregistered):



3. The following product packaging and designs in the Territory, including any and all registered and unregistered copyrights and registered and unregistered trade dress rights in such product packaging and design:

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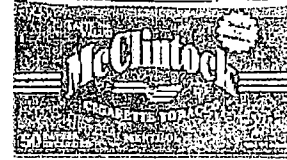


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Commonwealth Brands, Inc.

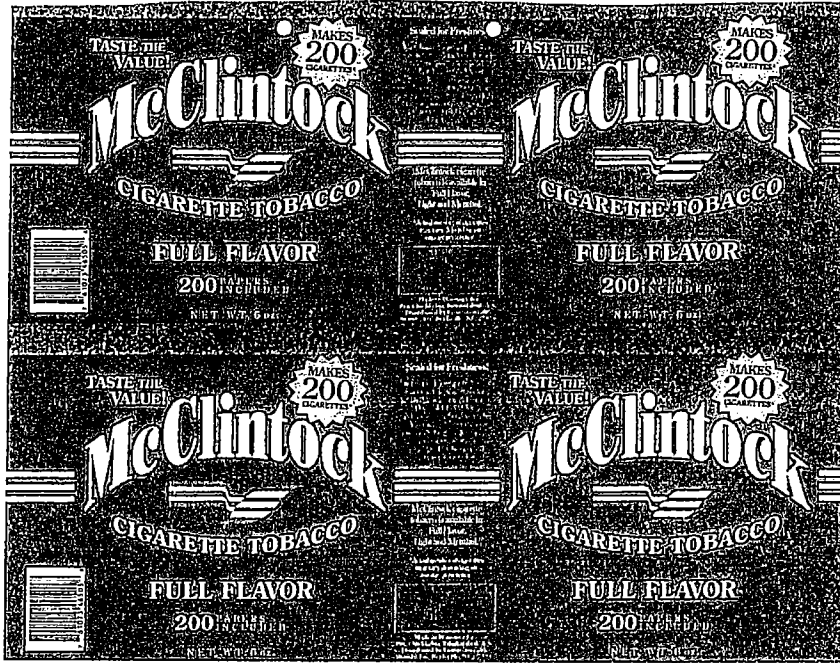
is the exclusive distributor in the United States for
Bali Roll-Your-Own and McClintock Make-Your-Own
products:

Both brands are manufactured by Peter Stokkebye Tobaksfabrik A/S In Denmark.



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