

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Liggett Group LLC		08/16/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	1133 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 76

Property Type	Number	Word Mark
Registration Number:	0978016	BALANCE
Registration Number:	3024191	BECAUSE YOU'RE A WOMAN
Registration Number:	1821601	BRONSON
Registration Number:	2010445	CANYON
Registration Number:	1576705	
Registration Number:	1576706	
Registration Number:	1576707	
Registration Number:	0743290	DEVON
Registration Number:	0739917	DORADO
Registration Number:	0863406	DORSET
Registration Number:	0652970	DUKE
Registration Number:	0652971	DUKE OF DURHAM
Registration Number:	1029542	EPIC
Registration Number:	0872454	EVE

OP \$1915.00 0978016

Registration Number:	1550482	EVE
Registration Number:	0734059	FM
Registration Number:	0897238	FRONTIER
Registration Number:	1084223	GENERATION
Registration Number:	1233860	GOLD LEAF
Registration Number:	1564954	GOLD LEAF
Registration Number:	1453454	GRAND PRIX
Registration Number:	2730207	
Registration Number:	2722518	KING OF LOW PRICE
Registration Number:	1863305	K 100'S KINGSPORT 20 CLASS A CIGARETTES
Registration Number:	2815517	
Registration Number:	0745060	LIGET
Registration Number:	2023349	LIGGETT GROUP
Registration Number:	2961769	LIGGETT SELECT
Registration Number:	3259428	LOWEST PRICE FIGHTER
Registration Number:	0741833	LYRIC
Registration Number:	3108068	M
Registration Number:	1900071	MONTEGO
Registration Number:	0658448	OASIS
Registration Number:	0657653	OASIS WITH MENTHOL MIST O
Registration Number:	0664863	OASIS
Registration Number:	0739918	PARKWAY
Registration Number:	0751937	PELHAM
Registration Number:	2693292	PREMIUM TASTE THAT RULES
Registration Number:	1273822	PYRAMID
Registration Number:	1804692	
Registration Number:	2569345	PYRAMID
Registration Number:	1327319	Q
Registration Number:	1344930	Q QUALITY BLEND
Registration Number:	1462175	Q QUALITY BLEND TRADEMARK
Registration Number:	1434164	
Registration Number:	0897240	QUOTA
Registration Number:	1865400	RENO
Registration Number:	1101686	RESPONSE
Registration Number:	1802889	TASTE OF AMERICA

Registration Number:	2754308	TASTE SHINES THROUGH
Registration Number:	0133272	VIRGINIA BRIGHTS
Serial Number:	78586445	212
Serial Number:	78586436	919
Serial Number:	78559653	APEX
Serial Number:	78570662	BEN'S BEST
Serial Number:	78842980	CALYPSO
Serial Number:	78586456	CANNON
Serial Number:	78559677	CHASSIS
Serial Number:	78559754	DRAFT
Serial Number:	78623173	DUKE'S
Serial Number:	78559758	DUSTERS
Serial Number:	78559768	FLAGSTAFF
Serial Number:	76679888	GL LIGGETT & MYERS GL GOLD LEAF
Serial Number:	78692955	LOWEST LEGAL PRICE FIGHTER
Serial Number:	76599950	LUXURY FOR LESS
Serial Number:	78560166	RUMBLERS
Serial Number:	78842913	SAPPHIRE
Serial Number:	78560180	SANDSTONE
Serial Number:	78560192	STAGHORN
Serial Number:	78599495	STAGHORN MADE IN AMERICA
Serial Number:	78561858	STARFIRE
Serial Number:	78561880	TRACERS
Serial Number:	78561907	TWENTY-20
Serial Number:	78561897	TURN 3
Serial Number:	78561940	VENTURO
Serial Number:	78791295	WORLD CUP

CORRESPONDENCE DATA

Fax Number: (917)368-7111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-661-9100 X890
Email: hlinehan@oshr.com
Correspondent Name: Helen M. Linehan
Address Line 1: 230 Park Avenue
Address Line 2: Ottenbourg, Steindler, Houston & Rosen P
Address Line 4: New York, NEW YORK 10169

NAME OF SUBMITTER:	Helen M Linehan
Signature:	/Helen M Linehan/
Date:	09/11/2007

Total Attachments: 12

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EXHIBIT A
TO
RECORDATION FORM
COVER SHEET - TRADEMARKS

TRADEMARK APPLICATION NUMBERS	TRADEMARK REGISTRATION NUMBERS
78586445	978016
78586436	3,024,191
78559653	1821601
78570662	2010445
78842980	1576705
78586456	1576706
78559677	1576707
78559754	743290
78623173	739917
78559758	863406
78559768	652970
76679888	652971
78692955	1029542
76599950	872454
78560166	1550482
78842913	734059
78560180	897238
78560192	1084223
78599495	1233860
78561858	1564954
78561880	1453454
78561907	2730207
78561897	2722518
78561940	1863305
78791295	2815517
	745060
	2023349
	2961769
	3,259,428
	741833
	3,108,068
	1900071
	658448
	657653
	664863
	739918
	751937

TRADEMARK APPLICATION NUMBERS	TRADEMARK REGISTRATION NUMBERS
	2693292
	1273822
	1804692
	2569345
	1327319
	1344930
	1462175
	1434164
	897240
	1865400
	1101686
	1802889
	2754308
	133272

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement") dated as of August 16, 2007, is by and between LIGGETT GROUP LLC, a Delaware limited liability company, as successor to Liggett Group Inc. ("Grantor"), and WACHOVIA BANK, NATIONAL ASSOCIATION, a National Banking Association ("Secured Party").

W I T N E S S E T H:

WHEREAS, Grantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to certain trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof (the "Trademarks"), including, without limitation, those described in Schedule I hereto and made a part hereof;

WHEREAS, Grantor, certain affiliates thereof, and Secured Party have entered into or are about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Grantor and certain of its affiliates as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Grantor, certain affiliates of Grantor and Secured Party (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Trademark Security Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Grantor and certain of its affiliates pursuant thereto, Grantor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Secured Party a continuing first priority security interest in all of Grantor's right,

title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are one and the same as those granted to Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Trademark Security Agreement, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Trademark Security Agreement may be executed and delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Agreement as of the day and year first above written.

LIGGETT GROUP LLC

By: *Ronald J. Bernstein*

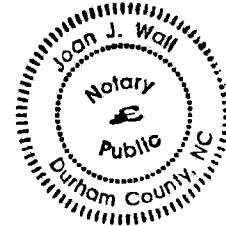
Title: Manager

STATE OF NORTH CAROLINA)
) ss.:
COUNTY OF DURHAM)

On the 15th day of August, 2007, before me personally came Ronald J. Bernstein, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the Manager of LIGGETT GROUP LLC, the Delaware limited liability company which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

Joan J. Wall
Joan J. Wall, Notary Public
My commission expires: *11-18-2007*

[SIGNATURES CONTINUED ON NEXT PAGE]



[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

WACHOVIA BANK, NATIONAL ASSOCIATION, as
Secured Party

By: *Randy Green*

Title: *Director*

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

On the 15th day of August, 2007, before me personally came *Marc Breier*, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the *Director* of WACHOVIA BANK, NATIONAL ASSOCIATION, the New York corporation which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

Harris J. Diamond
Notary Public

HARRIS J. DIAMOND
NOTARY PUBLIC - STATE OF NEW YORK
NO. 02D16071473
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES MARCH 18, 2010

Liggett Trademark Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

(see attached)




**Liggett Group LLC
U.S. Trademark Applications**

MARK	CLASS	APP. NO. / APP. DATE
212	34	78586445 3/14/2005
919	34	78586436 3/14/2005
APEX	34	78559653 2/3/2005
BEN'S BEST	34	78570662 2/18/2005
CALYPSO	34	78842980 3/22/2006
CANNON	34	78586456 3/14/2005
CHASSIS	34	78559677 2/3/2005
DRAFT	34	78559754 2/3/2005
DUKE'S	34	78623173 5/4/2005
DUSTERS	34	78559758 2/3/2005
FLAGSTAFF	34	78559768 2/3/2005
GOLD LEAF PACK DESIGN	34	76679888 7/25/2007
LOWEST LEGAL PRICE FIGHTER	34	78692955 8/15/2005
LUXURY FOR LESS	34	76599950 6/30/2004
RUMBLERS	34	78560166 2/3/2005
SAPPHIRE	34	78842913 3/22/2006
SANDSTONE	34	78560180 2/3/2005
STAGHORN	34	78560192 2/3/2005
STAGHORN Pack Design	34	78599495 3/31/2005
STARFIRE	34	78561858 2/7/2005
TRACERS	34	78561880 2/7/2005
TWENTY-20	34	78561907 2/7/2005
TURN 3	34	78561897 2/7/2005
VENTURO	34	78561940 2/7/2005
WORLD CUP	34	78791295 1/13/2006

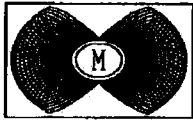
**Liggett Group LLC
U.S. Trademark Registrations**

MARK	CLASS	REGIS NO./REGIS. DATE
BALANCE	34	978016 2/5/1974
BECAUSE YOU'RE A WOMAN	34	3,024,191 12/6/2005
BRONSON	34	1821601 2/15/1994
CANYON	34	2010445 10/22/1996
CLASS A & Design (Colors Blue & Gold)	34	1576705 1/9/1990
CLASS A & Design (Red, Gold, & Blue)	34	1576706 1/9/1990
CLASS A & Design (Colors Green, Gold & Blue)	34	1576707 1/9/1990
DEVON	34	743290 1/8/1963
DORADO	34	739917 10/30/1962
DORSET	34	863406 1/14/1969
DUKE	34	652970 10/15/1957
DUKE OF DURHAM	34	652971 10/15/1957
EPIC	34	1029542 1/6/1976
EVE	34	872454 4/8/1969

**Liggett Group LLC
U.S. Trademark Registrations**

MARK	CLASS	REGIS. NO./ REGIS. DATE
EVE & Design 	34	1550482 8/1/1989
FM	34	734059 7/10/1962
FRONTIER	34	897238 8/25/1970
GENERATION	34	1084223 1/31/1978
GOLD LEAF	34	1233860 4/5/1983
GOLD LEAF & Design 	34	1564954 11/7/1989
GRAND PRIX	34	1453454 8/18/1987
JADE Holographic Label	34	2730207 6/24/2003
KING OF LOW PRICE	34	2722518 6/3/2003
KINGSPORT & Design	34	1863305 11/15/1994
Liggett Group Inc. design logo (black/white) 	34	2815517 2/17/2004

**Liggett Group LLC
U.S. Trademark Registrations**

MARK	CLASS	REGIS. NO./ REGIS. DATE
LIGET	34	745060 1/12/1963
LIGGETT GROUP	34	2023349 12/17/1996
LIGGETT SELECT	34	2961769 6/14/2005
LOWEST PRICE FIGHTER	34	3,259,428 7/03/2007
LYRIC	34	741833 12/11/1962
M & Design 	34	3,108,068 6/20/2006
MONTEGO	34	1900071 6/13/1995
OASIS	34	658448 2/18/1958
OASIS & Design	34	657653 1/28/1958
OASIS & Design	34	664863 7/22/1958
PARKWAY	34	739918 10/30/1962
PELHAM	34	751937 7/2/1963
PREMIUM TASTE THAT RULES	34	2693292 3/4/2003

**Liggett Group LLC
U.S. Trademark Registrations**

MARK	CLASS	REGIS. NO. / REGIS. DATE
PYRAMID	34	1273822 4/10/1984
Pyramid & Design	34	1804692 11/16/1993
Pyramid & Design	34	2569345 5/14/2002
Q & Design	34	1327319 3/26/1985
Q QUALITY BLEND & Design	34	1344930 6/25/1985
Q QUALITY BLEND & Design Label	34	1462175 10/20/1987
QUALITY LIGHTS Leaf Design	34	1434164 3/24/1987
QUOTA	34	897240 8/25/1970
RENO	34	1865400 11/29/1994
RESPONSE	34	1101686 9/5/1978
TASTE OF AMERICA	34	1802889 11/2/1993
TASTE SHINES THROUGH	34	2754308 8/19/2003
VIRGINIA BRIGHTS	34	133272 7/20/1920