

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENT TO TRADEMARK SECURITY AND PLEDGE AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LIGGETT GROUP LLC		03/27/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	60 LIVINGSTON AVENUE
City:	ST. PAUL
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	COLLATERAL AGENT: MINNESOTA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	77365820	CLIKPAK FRESHNESS
Serial Number:	77365815	CLIKPAK
Serial Number:	76686770	FREEDOM TO SNUS
Serial Number:	76686769	GRAND PRIX
Serial Number:	76687354	ROOTS
Serial Number:	76687353	VIKING

**CORRESPONDENCE DATA**

Fax Number: (310)277-4730  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 310-277-4110  
 Email: rgoldberg@mwe.com  
 Correspondent Name: RONALD GOLDBERG  
 Address Line 1: 2049 CENTURY PARK EAST  
 Address Line 2: 38TH FLOOR  
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CH \$165.00 77365820

ATTORNEY DOCKET NUMBER:	54340-16
NAME OF SUBMITTER:	RONALD GOLDBERG
Signature:	/RONALD GOLDBERG/
Date:	03/28/2008
Total Attachments: 5 source=Supplement to Trademark Security and Pledge Agreement#page1.tif source=Supplement to Trademark Security and Pledge Agreement#page2.tif source=Supplement to Trademark Security and Pledge Agreement#page3.tif source=Supplement to Trademark Security and Pledge Agreement#page4.tif source=Supplement to Trademark Security and Pledge Agreement#page5.tif	

## SUPPLEMENT TO TRADEMARK SECURITY AND PLEDGE AGREEMENT

This SUPPLEMENT TO TRADEMARK SECURITY AND PLEDGE AGREEMENT, dated as of March 27, 2008 (this "Supplement"), is made by Liggett Group LLC, a Delaware limited liability company (the "Grantor") in favor of U.S. Bank National Association, as collateral agent (in such capacity, the "Collateral Agent") for the Noteholders (as defined in the Security Agreement referred to below).

WHEREAS, 100 Maple LLC, a Delaware limited liability company, the Grantor, and the Collateral Agent have executed and delivered that certain Security Agreement, dated as of August 16, 2007, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor and the Collateral Agent have executed and delivered that certain Trademark Security and Pledge Agreement, dated as of August 16, 2007, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Trademark Security Agreement").

WHEREAS, pursuant to Section 4.3(b) of the Security Agreement, the Grantor shall from time to time execute and deliver to the Collateral Agent a supplement to the Trademark Security Agreement covering Trademarks and Trademark Licenses in appropriate form for recordation with the PTO and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

### § 1 DEFINITIONS.

1.1. **Terms Defined in the Trademark Security Agreement.** All capitalized terms used in this Supplement and not otherwise defined herein shall have the meanings assigned to them in the Trademark Security Agreement.

1.2. **Rules of Construction.** Unless otherwise provided herein, the rules of construction set forth in Section 1.2 of the Security Agreement shall be applicable to this Supplement.

### § 2 SUPPLEMENT TO SCHEDULE A OF TRADEMARK SECURITY AGREEMENT.

Schedule A to the Trademark Security Agreement is hereby amended and supplemented to add the following pending trademark applications:

MARK	CLASS/GOODS	APPLICATION NO./ APPLICATION DATE
CLIKPAK FRESHNESS	34/tobacco including cigarettes	77-365,820 01/07/2008
CLIKPAK	34/tobacco including cigarettes	77-365,815 01/07/2008
FREEDOM TO SNUS	34/smokeless tobacco, namely snus	76-686,770 02/13/2008
GRAND PRIX	34/smokeless tobacco, namely snus	76-686-769 02/13/2008
ROOTS	34/smokeless tobacco, namely snus	76-687,354 03/05/2008
VIKING	34/cigarettes, smokeless tobacco, namely snus	76-687,353 03/05/2008

### § 3

#### GOVERNING LAW; CONSENT TO JURISDICTION.

This Supplement, the relationship between the parties hereunder and any claim or dispute (whether sounding in contract, tort, statute or otherwise) relating to this Supplement or that relationship shall be governed by and construed in accordance with law of the State of New York including section 5-1401 of the New York General Obligations Law but excluding any other conflict of law rules that would lead to the application of the law of another jurisdiction. If the law of a jurisdiction other than New York is, under section 1-105(2) of the UCC, mandatorily applicable to the perfection, priority or enforcement of any security interest granted under this Supplement in respect of any Trademark Collateral, that other law shall apply solely to the matters of perfection, priority or enforcement to which it is mandatorily applicable.

### § 4

#### MISCELLANEOUS.

**4.1. Headings.** The headings of each section of this Supplement are for convenience only and shall not define or limit the provisions thereof. This Supplement and all rights and obligations hereunder shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of the Collateral Agent, the other Noteholders and their respective successors and assigns. If any term of this Supplement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Supplement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Grantor acknowledges receipt of a copy of this Supplement.

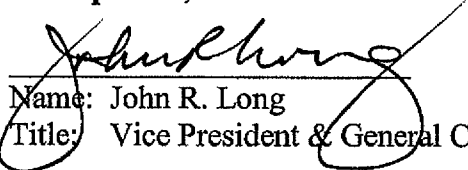
4.2. **Counterparts.** This Supplement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

*[Signatures begin on next page]*

IN WITNESS WHEREOF, the Grantor has caused this Supplement to Trademark Security and Pledge Agreement to be executed and delivered by its duly authorized officer as of the day and year first above written.


**Liggett Group LLC, as Grantor**

By:

  
Name: John R. Long

Title: Vice President & General Counsel

U.S. Bank National Association, as  
Collateral Agent

By:   
Name: Richard Prokosch  
Title: Vice President

*(Signature Page to Supplement to Trademark Security Agreement – Liggett Group LLC)*