

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Liggett Group LLC, c/o Liggett Vector Brands Inc.,		03/27/2009	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	60 Livingston Avenue
Internal Address:	EP-MN-WS3C
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107-2292
Entity Type:	INC. ASSOCIATION:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77539165	APEX
Serial Number:	77668575	BAILOUT
Serial Number:	77668584	BAILOUT BRAND
Serial Number:	77668606	BAILOUT PRICE
Serial Number:	77668618	HERE'S YOUR BAILOUT
Serial Number:	76691110	LUXURY FOR LESS
Serial Number:	76692917	OASIS
Serial Number:	76692918	STAGHORN
Serial Number:	77668608	YOU DESERVE A BAILOUT
Serial Number:	77670463	YOU DESERVE A BAILOUT TOO!

CORRESPONDENCE DATA

Fax Number: (310)277-4730

900130435

**TRADEMARK
 REEL: 003960 FRAME: 0606**

CH \$265.00 77539165

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 310.277.4110
Email: derodriguez@mwe.com
Correspondent Name: Marc E. Brown
Address Line 1: 2049 Century Park East, 38th Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	054340-0010
NAME OF SUBMITTER:	Marc E. Brown
Signature:	/Marc E. Brown/
Date:	03/27/2009

Total Attachments: 5

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SECOND SUPPLEMENT TO TRADEMARK SECURITY AND PLEDGE AGREEMENT

This SECOND SUPPLEMENT TO TRADEMARK SECURITY AND PLEDGE AGREEMENT, dated as of March 27, 2009 (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 supplemented by the Supplement to Trademark and Security and Pledge Agreement, dated as of March 27, 2008, and otherwise amended, supplemented, replaced or 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
APEX	34: Cigarettes	77/539165 8/5/2008
BAILOUT	34: Cigarettes	77668575 2/11/2009
BAILOUT BRAND	34: Cigarettes	77668584 2/11/2009
BAILOUT PRICE	34: Cigarettes	77668606 2/11/2009
HERE'S YOUR BAILOUT	34: Cigarettes	77668618 2/11/2009
LUXURY FOR LESS	34: Cigarettes	76/691110 7/7/2008
OASIS	34: Cigarettes	76/692917 9/17/2008
STAGHORN	34: Cigarettes	76/692918 9/17/2008
YOU DESERVE A BAILOUT	34: Cigarettes	77668608 2/11/2009
YOU DESERVE A BAILOUT TOO!	34: Cigarettes	77670463 2/13/2009

§ 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.

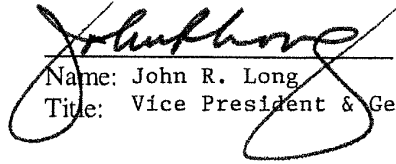
4.2. Counterparts. This Supplement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[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

(Signature Page to Second Supplement to Trademark Security Agreement -- Liggett Group LLC)

**TRADEMARK
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**U.S. Bank National Association, as
Collateral Agent**

By: 
Name: Richard Prokosch
Title: Vice President

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

RECORDED: 03/27/2009

**TRADEMARK
REEL: 003960 FRAME: 0612**