

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
Vector Tobacco Inc.		03/26/2010	CORPORATION: VIRGINIA
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		
Entity Type:	Banking Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77873485	QUEST	
CORRESPONDENCE DATA			
Fax Number:	(312)984-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-372-2000		
Email:	chicago_ip_docket@mwe.com, umattsson@mwe.com, kwalsh@mwe.com		
Correspondent Name:	Ulrika Mattsson, McDermott Will & Emery		
Address Line 1:	227 W. Monroe Street		
Address Line 2:	Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606-5096		
ATTORNEY DOCKET NUMBER:	54340-010		
NAME OF SUBMITTER:	Ulrika E. Mattsson		
Signature:	/Ulrika E. Mattsson/		

CH \$40.00 77873485

Date:

03/26/2010

Total Attachments: 4

source=VT TM Security and Pledge Agt Supplement#page1.tif

source=VT TM Security and Pledge Agt Supplement#page2.tif

source=VT TM Security and Pledge Agt Supplement#page3.tif

source=VT TM Security and Pledge Agt Supplement#page4.tif

SUPPLEMENT TO TRADEMARK SECURITY AND PLEDGE AGREEMENT

This SUPPLEMENT TO TRADEMARK SECURITY AND PLEDGE AGREEMENT, dated as of March 26, 2010 (this "Supplement"), is made by Vector Tobacco Inc., a Virginia corporation (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, the Grantor, and the Collateral Agent have executed and delivered (i) 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") and (ii) that certain Trademark Security and Pledge Agreement, dated as of August 16, 2007, in favor of the Collateral Agent (as 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:

		DATE
QUEST	5: Smoking cessation products	77/873,485 11/16/09

§ 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.

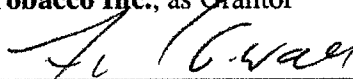
4.2. Counterparts. This Supplement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[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.

Vector Tobacco Inc., as Grantor

By:



Name: Francis G. Wall

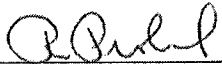
Title: Vice President - Finance

(Signature Page to Supplement to Trademark Security Agreement – Vector Tobacco Inc.)

NYK 1293905-1.054340. 0010

**TRADEMARK
REEL: 004174 FRAME: 0981**

U.S. Bank National Association, as
Collateral Agent

By: 
Name: Richard Prokosch
Title: Vice President

(Signature Page to Supplement to Trademark Security Agreement – Vector Tobacco Inc.)
NYK 1293905-1.054340. 0010