

TO:ULRIKA MATTSSON, MCDERMOTT WILL & EMERY COMPANY:227 W. MONROE STREET

NED 3/26/10

04-08-2010

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Liggett Group LLC		03/26/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	80 Livingston Avenue
Internal Address:	EP-MN WS3C
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	Banking Association: U.S.

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77782873	AMETHYST
Serial Number:	76700975	CALYPSO
Serial Number:	76700978	DUKE'S
Serial Number:	77782894	EMERALD
Serial Number:	77782929	TURQUOISE

CH 5140.00 77782873

CORRESPONDENCE DATA

Fax Number: (312)984-7700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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

USPTO

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Fax Server

TO:ULRIKA MATSSON, MCDERMOTT WILL & EMERY COMPANY:227 W. MONROE STREET

Address Line 4: Chicago, ILLINOIS 60606-5086	
ATTORNEY DOCKET NUMBER:	54340-010
NAME OF SUBMITTER:	Ulrika E. Mattsson
Signature:	/Ulrika E. Mattsson/
Date:	03/26/2010
Total Attachments: 5 source=Liggett 3rd Supp TM Security Agt#page1.tif source=Liggett 3rd Supp TM Security Agt#page2.tif source=Liggett 3rd Supp TM Security Agt#page3.tif source=Liggett 3rd Supp TM Security Agt#page4.tif source=Liggett 3rd Supp TM Security Agt#page5.tif	

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**THIRD SUPPLEMENT TO TRADEMARK SECURITY AND PLEDGE
AGREEMENT**

This **THIRD SUPPLEMENT TO TRADEMARK SECURITY AND PLEDGE AGREEMENT**, dated as of March 26, 2010 (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 Notcholders (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 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
AMETHYST	34: Cigarettes	77782873 7/16/2009
CALYPSO	34: Cigarettes	76700975 12/23/2009
DUKE'S	34: Cigarettes	76700976 12/23/2009
EMERALD	34: Cigarettes	77782894 7/16/2009
TURQUOISE	34: Cigarettes	77782929 7/16/2009

§ 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.

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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]

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IN WITNESS WHEREOF, the Grantor has caused this Third 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 Third Supplement to Trademark Security Agreement - Liggett Group LLC)
NYK 1299900-1.054340. 0010

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U.S. Bank National Association, as
Collateral Agent

By:



Name: Richard Prokosch

Title: Vice President

(Signature Page to Third Supplement to Trademark Security Agreement - Liggett Group LLC)
NYK 1283900-1.054340.0010