

EXHIBIT A
TO
AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

I. United States Trademarks

Mark	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
BAILOUT	Liggett Group LLC	77/668575 11-FEB-2009	3,944,929 12-APR-2011
BAILOUT BRAND	Liggett Group LLC	77/668584 11-FEB-2009	3,944,930 12-APR-2011
CLIKPAK	Liggett Group LLC	77/365820 07-JAN-2008	3544810 09-DEC-2008
FRESHNESS	Liggett Group LLC	76-686770 13-FEB-2008	3552434 30-DEC-2008
FREEDOM TO SNUS	Liggett Group LLC	76/686769 13-FEB-2008	3,705,685 3-NOV-2009
GRAND PRIX	Liggett Group LLC	77/670463 13-FEB-2009	3,819,299 13-JUL-2010
YOU DESERVE A BAILOUT TOO!	Liggett Group LLC		

II. United States Trademark Registration Applications

Mark	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
APEX	Liggett Group LLC	77/539165 05-AUG-2008	Pending
BAILOUT PRICE	Liggett Group LLC	77/668606 11-FEB-2009	Pending
CALYPSO	Liggett Group LLC	76/700975 23-DEC-2009	Pending
DUKE'S	Liggett Group LLC	76/700978 23-DEC-2009	Pending
HERE'S YOUR BAILOUT	Liggett Group LLC	77/668618 11-FEB-2009	Pending
LUXURY FOR LESS	Liggett Group LLC	76/691110 07-JUL-2008	Pending
OASIS	Liggett Group LLC	76/692917 17-SEP-2008	Pending
STAGHORN	Liggett Group LLC	76/692918 17-SEP-2008	Pending
YOU DESERVE A BAILOUT	Liggett Group LLC	77/668608 11-FEB-2009	Pending

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated March 7, 2012, is by and between LIGGETT GROUP LLC, a Delaware limited liability company, as successor to Liggett Group Inc. ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wachovia Bank, National Association, a national banking association ("Secured Party").

WITNESSETH:

WHEREAS, Grantor and Secured Party entered into a Trademark Security Agreement, dated as of August 16, 2007 (as the same may now exist or may hereafter be amended, modified, renewed, extended or supplemented, the "Trademark Security Agreement"), filed on September 11, 2007 at Reel 3618, Frame 0788, pursuant to which Grantor granted to Secured Party a security interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, Grantor, certain affiliates thereof, and Secured Party have entered into certain financing arrangements pursuant to which Secured Party has made and may make loans and advances and provide other financial accommodations to Grantor and certain of its affiliates as set forth in the Second Amended and Restated Loan and Security Agreement, dated as of February 21, 2012, 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 Financing Agreements (as defined in the Loan Agreement);

WHEREAS, Grantor has registered new Trademarks and filed new applications to register for Trademarks as more fully set forth on Exhibit A attached hereto; and

WHEREAS, in order to induce Secured Party to continue to provide financing arrangements to Grantor and to further evidence Secured Party's security interest in the new registrations for Trademarks and new applications to register for Trademarks, Grantor has agreed to enter into this Amendment.

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

1. Amendment to Exhibit.

(a) Exhibit A attached to the Trademark Security Agreement is hereby amended by inserting the contents of Exhibit A attached hereto at the end thereof.

(b) For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement shall have the meaning given to such terms in the Trademark Security Agreement.

2. Confirmation and Grant of Security Interest. To secure payment and performance of all Obligations, and ratifying, confirming and supplementing Grantor's prior grants of security interests in and liens upon the Trademark Collateral described in the Trademark Security Agreement, as collateral security heretofore granted to the Secured Party pursuant to the Trademark Security Agreement, Grantor hereby grants to Secured Party, a security interest in and lien upon, and acknowledges and agrees that the Secured Party has and shall continue to have a pledge of and a continuing security interest in and lien on, any and all right, title and interest of Grantor, whether now existing or hereafter acquired or arising, in and to all of the Trademark Collateral (expressly including, without limitation, all of the Trademarks and applications to register for Trademarks described on Exhibit A attached to this Amendment).

3. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, as amended, the term or provision of the Loan Agreement shall control.

4. Entire Agreement. This Amendment contains the entire agreement of the parties hereto with respect to the subject matter hereof.

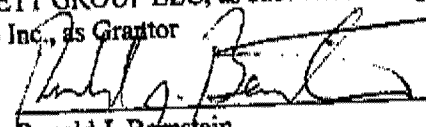
5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Amendment.

[Signature Page Follows]

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

LIGGETT GROUP LLC, as successor to Liggett Group Inc., as Grantor

By: 
Name: Ronald J. Bernstein
Title: Manager

WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wachovia Bank, National Association, as Secured Party

By: _____
Name: _____
Title: _____

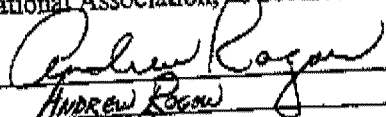
[Signature Page to Amendment No. 1 to Trademark Security Agreement]

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LIGGETT GROUP LLC, as successor to Liggett Group Inc., as Grantor

By: _____
Name: Ronald J. Bernstein
Title: Manager

WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wachovia Bank, National Association, as Secured Party

By: 
Name: Andrew Rogow
Title: VP

[Signature Page to Amendment No. 1 to Trademark Security Agreement]