		United States Patern 8	NT OF COMMERCE and Trademark Office	
PTO-1594 (Rcv. 06/04) Collection 0651-0027 (ex p. 6/30/2005	SCOOD ATION F	ORM COVER SHEET		
Collection non-Lynna, ray E.	TOADEMA	ARKS ONLY	s(es) below.	
		se record the attached documents or the new accres		
To the director of the U.S.P	atent and Trademark Chicago	se record the attached documents or the new address. 2. Name and address of receiving party(ies)	Yes	
Mame of Control was the same		Additional names, addresses, or cluzer strip	⊠ No	
		Name: Wells Fargo Bank, National Association		
		Internal Address:		
	☐Association	Street Address: 100 Park Avenue, 14th Floor		
] Individual(s)	☐Limited Partnership			
]General Partnership	Titting of supersons	City: New York		
Corporation-State		State: NY		
∐LImited Liability Company		Zip: 100	17	
Oltizenship: <u>DE</u>		Country: USA		
- Catole Morch 7 2	012	- Old-nachia: ISA		
Additional names of conveying parties attached? Lives is No		Association Citizenship: USA ∴ Citizenship:		
		General Partnership Citizenship:		
3. Nature of conveyance:		Limited Partnership Citizenship:		
☐ Assignment ☐ Merger		Corporation Citizenship:		
Change of Name Citizenship:				
		If assignee is not domiciled in the United States, a domestic		
☐ Other		representative designation is attached property from assignment)		
		(Designations must be a separation of the Trademark.		
4. Application number(s)	or registration number(s) and id	(Designations must be a separation of the Trademark. Interest	Exhibit A	
A. Trademark Application in	0.(5) 604			
THE THE TWO WAS THE TWO WAS THE		ete if Application or Registration Number is unknown)		
C. Identification or Descripti	on of Trademark(s) (and Thing or	of applications and		
a News address of party to whom correspondence		6. Total number of applications and registrations involved:	15	
concerning document sn	ould be mailed:			
Name: Susan O'Brien		7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$	rd	
Internal Address: CT Lien Solutions		Authorized to be charged by creat		
.		Authorized to be charged to deposit account		
Street Address: 187 Wolf Road, Suite 101		☐ Enclosed		
City: Albany		8. Payment Information:		
	Zip: <u>12205</u>	a. Credit Card Last 4 Number	ers 1640	
State: <u>NY</u>			ite 10/13	
Phone Number: 800-342-	<u>3676</u>	b. Deposit Account Number	11	
Fax Number: 800-962-704	<u>49</u>	Authorized User Name:		
Email Address: cis-udsalt				
	Jacemelinola/	M	arch 8, 2012	
9. Signature:	Signature	Total number of pe	Date Iges including cove	
	- U	sheet, attachments	and document:	
1	Kareem Ansley Name of Person Signing			

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 004735 FRAME: 0364

EXHIBIT A TO AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

I. United States Trademarks

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

II. United States Trademark Registration Applications

		Appl. No. Filing Date	Reg. No. Reg. Date
Mark	Owner LIggett Group LLC	77/539165	Pending
APEX		05-AUG-2008 77/668606	Pending
BAILOUT PRICE	Liggett Group LLC	11-FEB-2009	
CALYPSO	Liggett Group LLC	76/700975 23-DEC-2009	Pending
DUKE'S	Liggett Group LLC	76/700976 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	Panding
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

2084508.3

TRADEMARK REEL: 004735 FRAME: 0365

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 Recl 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.

2084508.3

- 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 heretofore granted to the Secured Party pursuant to the Agreement, as collateral security heretofore granted to the Secured Party, a security interest in 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 and lien upon, and a continuing security interest in and lien on, any and all right, title and 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 Trademarks Collateral (expressly including, without limitation, all of the Trademarks and applications to register for Trademarks described on Exhibit A attached to this Amendment).
 - 3. <u>Effect of this Amendment</u>. 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 under any provisions thereof are intended or implied, and in all other respects the Trademark under any provisions thereof are intended or implied, and in all other respects the Trademark under any provision of the all parties hereto as 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. <u>Binding Effect</u>. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
 - 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]

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

JIGGETT GROUP LLC, as successor to Diggett
Group Inc., as Grantor
By: /huly J. /land
Name: Ronald J. Bernstein
Title: Manager
WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wachovia
Bank, National Association, as Secured Party
Ву:
Name:
Title:

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

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

Name: __

Title:

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

RECORDED: 03/09/2012

TRADEMARK REEL: 004735 FRAME: 0369