

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement [at Reel/Frame No. 3603/0389]		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		02/12/2013	national banking organization: UNITED STATES
RECEIVING PARTY DATA			
Name:	Vector Tobacco Inc.		
Street Address:	3800 Paramount Parkway, Suite 250		
City:	Morrisville		
State/Country:	NORTH CAROLINA		
Postal Code:	27560		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	2748408	V	
Registration Number:	2849708	1	
Registration Number:	3053228	1	
Registration Number:	2849709	2	
Registration Number:	3053229	2	
Registration Number:	2849710	3	
Registration Number:	3053230	3	
Registration Number:	1041041	EAGLE 20'S	
Registration Number:	1900069	EAGLE 20'S	
Registration Number:	2782773	MAKE IT YOUR QUEST	
Registration Number:	1863306	MERIDIAN 100'S 20 CLASS A CIGARETTES	
Registration Number:	2883026	NICOTINE FREE. SIMPLE AS 1-2-3	
Registration Number:	1159377	OMNI	
Registration Number:	2858950	QUEST	

TRADEMARK

Registration Number:	2837372	QUEST 1
Registration Number:	2979617	QUEST 1 LOW NICOTINE LIGHTS 20 CLASS A CIGARETTES
Registration Number:	3038371	QUEST, 1, LOW NICOTINE, LIGHTS, 20 CLASS A CIGARETTES
Registration Number:	3091066	QUEST 1 LOW NICOTINE MENTHOL LIGHTS 20 CLASS A CIGARETTES
Registration Number:	2837373	QUEST 2
Registration Number:	2979618	QUEST 2 EXTRALOW NICOTINE LIGHTS 20 CLASS A CIGARETTES
Registration Number:	3086264	QUEST 2 EXTRALOW NICOTINE LIGHTS 20 CLASS A CIGARETTES
Registration Number:	3091067	QUEST 2 EXTRALOW NICOTINE MENTHOL LIGHTS 20 CLASS A CIGARETTES
Registration Number:	2837374	QUEST 3
Registration Number:	2979619	QUEST 3 NICOTINE FREE LIGHTS 20 CLASS A CIGARETTES
Registration Number:	3056373	QUEST 3 NICOTINE FREE LIGHTS 20 CLASS A CIGARETTES
Registration Number:	3071883	QUEST 3 NICOTINE FREE, MENTHOL LIGHTS 20 CLASS A CIGARETTES
Registration Number:	2696969	REDUCED CARCINOGENS. PREMIUM TASTE.
Registration Number:	3140520	SILVER EAGLE
Registration Number:	2875596	STEP TO NICOTINE FREE!
Serial Number:	78411476	MONTERA
Serial Number:	78718785	QUEST
Serial Number:	78891393	QUEST
Serial Number:	78409580	

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038507-0287
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	

TRADEMARK
REEL: 004960 FRAME: 0719

02/12/2013

Total Attachments: 6

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This **RELEASE OF TRADEMARK SECURITY AGREEMENT**, dated as of February 12, 2013 (the "Release"), is made by **U.S. Bank National Association**, as collateral agent (in such capacity, the "Collateral Agent") for the Noteholders, in connection with the termination of that certain Trademark Security and Pledge Agreement (the "Trademark Security Agreement"), dated as of August 16, 2007, made by **Vector Tobacco Inc.** (the "Grantor") in favor of the Collateral Agent. All capitalized terms used in this Release and not otherwise defined herein shall have the meanings assigned to them in the Trademark Security Agreement.

WITNESSETH

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Collateral Agent and the ratable benefit of the Noteholders, a continuing security interest in and lien on all of the Grantor's rights, title and interests in all Trademarks, Trademark Licenses, Trade Secrets and Trade Secret Licenses, including the Trademarks, Trademark Licenses and Trade Secret Licenses referred to on Schedule A hereto (collectively, the "Trademark Collateral");

WHEREAS, the Collateral Agent acknowledges full payment, complete performance and satisfaction of all obligations secured by the Trademark Security Agreement;

WHEREAS, the Grantor has requested that the Collateral Agent release its security interest in the Trademark Collateral in connection with the termination of the Trademark Security Agreement (the "Released Collateral").

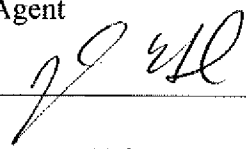
NOW, THEREFORE, in consideration of the foregoing, the Collateral Agent hereby RELEASES, without representation, warranty or recourse, all of its security interest in the Released Collateral, including without limitation the Trademark Collateral listed on Schedule A attached hereto and incorporated herein by reference.

The Collateral Agent agrees to, at their request, provide the Grantor with any information and additional authorization reasonably necessary to effect the release of its security interest in the Released Collateral, in each case, without representation or warranty by the Collateral Agent and at the sole expense of the Grantor.

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the date first set forth above.

U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent

By: _____



Name: Joshua A. Hahn


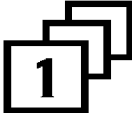

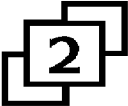




Title: ~~Assistant Vice President~~



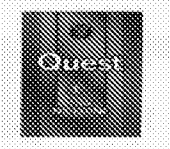
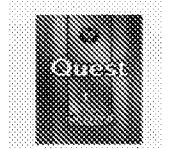
SCHEDULE A

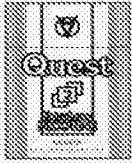


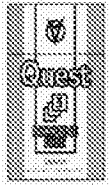
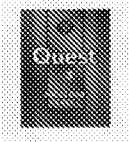

TRADEMARKS

Security Interest at Reel/Frame No. 3603/0389

United States Trademark Registrations of Grantor


MARK	REGISTRATION NUMBER / REGISTRATION DATE
	2748408 8/5/2003
1 and Design 	2849708 6/1/2004
New 1 & Design 	3,053,228 1/31/2006
2 and Design 	2849709 6/1/2001
New 2 & Design 	3,053,229 1/31/2006
3 and Design 	2,849,710 6/1/2004
New 3 & Design 	3,053,230 1/31/2006
EAGLE 20'S	1041041 6/8/1976
EAGLE 20's & Design 	1900069 6/13/1995
MAKE IT YOUR QUEST	2782773 11/11/2003

MERIDIAN & Design 	1863306 11/15/1994
NICOTINE FREE - SIMPLE AS 1-2-3	2883026 09/07/2004
OMNI	1159377 6/30/1981
QUEST (Stylized) 	2,858,950 6/29/2004
QUEST 1	2837372 4/27/2004
QUEST 1 (Black & White Packaging) 	2979617 7/26/2005
QUEST 1 (Blue Packaging) 	3,038,371 1/31/2006
QUEST 1 (Green Packaging) 	3,091,066 5/9/2006
QUEST 2	2837373 4/27/2004

<p>QUEST 2 (Black & White Packaging)</p> 	<p>2979618 7/26/2005</p>
<p>QUEST 2 (Blue Packaging)</p> 	<p>3,086,264 4/25/2006</p>
<p>QUEST 2 (Green Packaging)</p> 	<p>3,091,067 5/9/2006</p>
<p>QUEST 3</p>	<p>2837374 4/27/2004</p>
<p>QUEST 3 (Black & White Packaging)</p> 	<p>2979619 7/26/2005</p>
<p>QUEST 3 (Blue Packaging)</p> 	<p>3,056,373 1/31/2006</p>
<p>QUEST 3 (Green Packaging)</p> 	<p>3,071,883 3/21/2006</p>

REDUCED CARCINOGENS. PREMIUM TASTE.	2696969 3/18/2003
SILVER EAGLE	3,140,520 9/5/2006
STEP TO NICOTINE FREE!	2,875,596 8/17/2004

United States Trademark Applications of Grantor

MARK	APPLICATION NUMBER / APPLICATION DATE
MONTERA	78/411,476 4/30/2004
QUEST	78/718,785 9/22/2005
QUEST	78/891,393 5/24/2006
V (Service Mark) 	78/409,580 4/28/2004

Security Interest at Reel/Frame No. 4174/0977

Mark	Application No. Filing Date	Registration No. Registration Date
QUEST	77873485 16-NOV-2009	