

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
E Cig Licensing, LLC		02/06/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86146838	E	
Serial Number:	86146822	ELITE ELECTRONIC	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	074658-01851		
NAME OF SUBMITTER:	Timothy D. Pecsénye		

CH \$65.00 86146838

Signature:	/Timothy D. Pecsentye/
Date:	02/24/2014
Total Attachments: 9 source=Trademark Security Agrmt (PNC-GPM)#page1.tif source=Trademark Security Agrmt (PNC-GPM)#page2.tif source=Trademark Security Agrmt (PNC-GPM)#page3.tif source=Trademark Security Agrmt (PNC-GPM)#page4.tif source=Trademark Security Agrmt (PNC-GPM)#page5.tif source=Trademark Security Agrmt (PNC-GPM)#page6.tif source=Trademark Security Agrmt (PNC-GPM)#page7.tif source=Trademark Security Agrmt (PNC-GPM)#page8.tif source=Trademark Security Agrmt (PNC-GPM)#page9.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 6th day of February, 2014 by E CIG LICENSING, LLC, a Delaware limited liability company ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Grantor, GPM Investments, LLC, a Delaware limited liability company ("GPM"), GPM1, LLC, a Delaware limited liability company ("GPM1"), GPM2, LLC, a Delaware limited liability company ("GPM2"), GPM3, LLC, a Delaware limited liability company ("GPM3"), GPM4, LLC, a Delaware limited liability company ("GPM4"), GPM5, LLC, a Delaware limited liability company ("GPM5"), GPM6, LLC, a Delaware limited liability company ("GPM6"), GPM8, LLC, a Delaware limited liability company ("GPM8"), GPM9, LLC, a Delaware limited liability company ("GPM9"), GPM Transportation LLC, a Delaware limited liability company ("GPM Transportation") and GPM Southeast, LLC, a Delaware limited liability company ("GPM Southeast", together with Grantor, GPM, GPM1, GPM2, GPM3, GPM4, GPM5, GPM6, GPM8, GPM9, GPM Transportation and each Person joined to the Loan Agreement (defined below) as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower") have entered into that certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement with certain financial institutions party thereto from time to time as lenders (the "Lenders") and with Agent, dated August 6, 2013 (as same may be amended, restated, supplemented or modified from time to time, most recently by that certain Second Amendment and Joinder to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement among Borrowers, Secured Party and Lenders dated as of even date herewith, the "Joinder", the "Loan Agreement"), pursuant to which Agent and Lenders provided for the extension of credit to be made to Borrowers;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers to Agent and Lenders under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant

to the Loan Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and service mark, as well as associated trademark registrations or applications for registration listed on Schedule 1 annexed hereto (such trademarks and trademark applications and registrations, the "Trademarks"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks listed on Schedule 1 attached hereto constitute all trademarks owned and registered, or subject to a pending application for registration, to Grantor as of the date of this Agreement.

4. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks without prior written consent of Agent.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

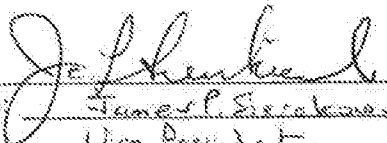
E CIG LICENSING, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Acknowledged and accepted:

**PNC BANK, NATIONAL ASSOCIATION,
as Agent**

By: 
Name: James P. Sica
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

E CIG LICENSING, LLC

By: 

Name: Arie Kotler

Title: Chief Executive Officer

By: 

Name: Mark C. King

Title: Chief Financial Officer

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg./App. No.</u>	<u>Issue/Filing Date</u>	<u>Status</u>	<u>Next Action</u>
E	86146838	12/18/2013	Filed	
ELITE ELECTRONIC	86146822	12/18/2013	Filed	

Schedule 1-1

POWER OF ATTORNEY

Dated February 6, 2014

E CIG LICENSING, LLC, a Delaware limited liability company ("Grantor"), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, "PNC"), as agent for the Lenders (in such capacity, "Agent") under that certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantor, **GPM Investments, LLC**, a Delaware limited liability company ("GPM"), **GPM1, LLC**, a Delaware limited liability company ("GPM1"), **GPM2, LLC**, a Delaware limited liability company ("GPM2"), **GPM3, LLC**, a Delaware limited liability company ("GPM3"), **GPM4, LLC**, a Delaware limited liability company ("GPM4"), **GPM5, LLC**, a Delaware limited liability company ("GPM5"), **GPM6, LLC**, a Delaware limited liability company ("GPM6"), **GPM8, LLC**, a Delaware limited liability company ("GPM8"), **GPM9, LLC**, a Delaware limited liability company ("GPM9"), **GPM Transportation, LLC**, a Delaware limited liability company ("GPM Transportation"), **GPM Southeast, LLC**, a Delaware limited liability company ("GPM Southeast" and together with Grantor, **GPM, GPM1, GPM2, GPM3, GPM4, GPM5, GPM6, GPM8, GPM9, GPM Transportation** and each Person joined thereto as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower") dated as of the date hereof (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Security Agreement"), including, without limitation, the power to (a) record its interest in any Trademarks (as defined in the Trademark Security Agreement) or additional trademarks in the United States Patent and Trademark Office or other appropriate governmental office, (b) to execute on behalf of Grantor a supplement to the Trademark Security Agreement, (c) to use the Trademarks in connection with exercising its rights and remedies under the Loan Agreement, including without limitation in connection with the sale of Inventory or Collateral, (d) to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or (e) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else, in each case subject to the terms of the Trademark Security Agreement and Loan Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable until all Obligations have been fully paid and satisfied in full in cash, each Lender's commitment to make Advances under the Loan Agreement has expired or terminated and the Loan Agreement has been terminated.


IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

E CIG LICENSING, LLC

By:  _____

Name: Arie Kotler

Title: Chief Executive Officer

By:  _____

Name: Mark C. King


Title: Chief Financial Officer

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

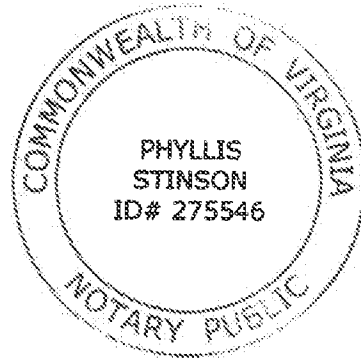
UNITED STATES OF AMERICA :
STATE OF VIRGINIA : SS
COUNTY OF Henrico :

On this 5 of February, 2014, before me personally appeared Arie Kotler and Mark C. King, to me known and being duly sworn, deposes and says that they are authorized to sign on behalf of E CIG Licensing, LLC, a Delaware limited liability company, that they signed the Power of Attorney pursuant to the authority vested in them by law; that the within Power of Attorney is the voluntary act of such company, and they desire the same to be recorded as such.


.....
Notary Public

My Commission Expires

My commission expires Nov. 30, 2015



[NOTARY PAGE TO POWER OF ATTORNEY]