

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security and Pledge Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liggett Group LLC		02/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	60 LIVINGSTON AVENUE		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76700976	DUKE'S	
CORRESPONDENCE DATA			
Fax Number:	2134306407		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(213) 430-8308		
Email:	sgordon@omm.com		
Correspondent Name:	Shari L. Gordon		
Address Line 1:	400 S. Hope Street		
Address Line 2:	18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071-2899		
ATTORNEY DOCKET NUMBER:	890,758-3		
NAME OF SUBMITTER:	Shari L. Gordon		
SIGNATURE:	/Shari L. Gordon/		
DATE SIGNED:	02/19/2015		
Total Attachments: 9			
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TRADEMARK SECURITY AND PLEDGE AGREEMENT

This **TRADEMARK SECURITY AND PLEDGE AGREEMENT**, dated as of February 12, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), 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 Noteholders (as defined in the Security Agreement referred to below).

WHEREAS, the Grantor has guaranteed the Notes issued under the Indenture, dated as of February 12, 2013 (as amended, supplemented, or otherwise modified from time to time, the "Indenture") among Vector Group Ltd. (the "Issuer"), the Grantor and certain of the Issuer's other direct and indirect subsidiaries and the Collateral Agent, in its capacity as trustee thereunder.

WHEREAS, it is a condition precedent to the obligations of the Collateral Agent under the Indenture that the Grantor shall have executed and delivered that certain Security Agreement, dated as of February 12, 2013, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantor to the Collateral Agent for the ratable benefit of the Noteholders, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

WHEREAS, this Agreement is supplemental to the provisions contained in the Security Agreement and, in the event of an inconsistency among them, the Security Agreement shall control over this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

**1.
DEFINITIONS.**

1.1 Terms Defined in the Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

1.2 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Assignment of Marks" has the meaning set forth in Section 2.2 herein.

“PTO” means the United States Patent and Trademark Office.

“Trademark Collateral” has the meaning set forth in Section 2.1 herein.

1.3 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 Agreement.

2.

GRANT OF SECURITY INTEREST.

2.1 Security Interest. As collateral security for the payment and performance in full of all of the Secured Liabilities, the Grantor hereby pledges and grants 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 (as such schedule may be amended or supplemented from time to time), in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Trademark Collateral”).

2.2 Assignment of Trademarks upon Default. The Grantor acknowledges that the Collateral Agent has the right, pursuant to the power of attorney granted the Collateral Agent hereunder and under the Security Agreement, upon the occurrence and during the continuance of an Event of Default, to execute on behalf of the Grantor an assignment of Trademarks that constitute Trademark Collateral in substantially the form of Annex 1 hereto (each an “Assignment of Trademarks”) for the sole purpose of effecting the Collateral Agent’s exercise of its remedies under Section 8 of the Security Agreement. In furtherance of the foregoing, the Grantor hereby authorizes the Collateral Agent to complete, execute and record with the PTO an Assignment of Trademarks on behalf of the Grantor upon the occurrence and during the continuance of an Event of Default for the sole purpose of effecting the Collateral Agent’s exercise of its remedies under Section 8 of the Security Agreement.

2.3 Conditional Assignment. In addition to, and not by way of limitation of, the grant and pledge of the Trademark Collateral provided in Section 2.1, the Grantor grants, assigns, transfers, conveys and sets over to the Collateral Agent, for the benefit of the Noteholders, the Grantor’s entire right, title and interest in and to the Trademark Collateral; *provided*, that such grant, assignment, transfer and conveyance shall be and become of force and effect only (a) in connection with the Collateral Agent’s exercise of its rights and remedies in strict accordance with the terms of the Security Agreement, and (b) upon or after the occurrence and during the continuance of an Event of Default and (c) either (i) upon the written demand of the Collateral Agent at any time during such continuance or (ii) immediately and automatically (without notice or action of any kind

by the Collateral Agent) upon an Event of Default for which acceleration of the payment of the Notes is automatic under the Indenture or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Grantor to the Collateral Agent or its nominee in lieu of foreclosure).

2.4 Supplemental to Security Agreement. Pursuant to the Security Agreement the Grantor has granted to the Collateral Agent, for the benefit of the Noteholders, a continuing security interest in and lien on the Collateral (including the Trademark Collateral). The Security Agreement, and all rights and interests of the Collateral Agent in and to the Collateral (including the Trademark Collateral) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Agreement, the grant, assignment, transfer and conveyance of the Trademark Collateral hereunder, or the recordation of this Agreement (or any other document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Collateral Agent in the Collateral (including the Trademark Collateral) pursuant to the Security Agreement, the attachment and perfection of such security interest under the UCC (including the security interest in the Trademark Collateral), or any present or future rights and interests of the Collateral Agent in and to the Collateral under or in connection with the Security Agreement or the UCC. Any and all rights and interests of the Collateral Agent in and to the Trademark Collateral (and any and all obligations of any Grantor with respect to the Trademark Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Collateral Agent (and the obligations of any Grantor) in, to or with respect to the Collateral (including the Trademark Collateral) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3.

AFTER-ACQUIRED TRADEMARKS, ETC.

3.1 After-acquired Trademarks. If, after the execution of the Agreement and before the end of the Security Period, the Grantor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Licenses, Trade Secrets or Trade Secret Licenses or become entitled to the benefit of any Trademarks, Trademark Licenses, Trade Secrets or Trade Secret Licenses, the provisions of this Agreement shall automatically apply thereto and the Grantor shall promptly provide to the Collateral Agent notice thereof in writing and execute and deliver to the Collateral Agent such documents or instruments as the Collateral Agent may reasonably request further to implement, preserve or evidence the Collateral Agent's interest therein.

3.2 Amendment to Schedule. The Grantor authorizes the Collateral Agent to modify this Agreement and the Assignments of Trademarks, without the necessity of the Grantor's further approval or signature, by amending Schedule A hereto and the Annex to each Assignment of Trademarks to include any future or other Trademarks, Trademark Licenses, Trade Secrets or Trade Secret Licenses that become part of the Trademark Collateral under Section 2 or Section 3.1.

4.
GOVERNING LAW; CONSENT TO JURISDICTION.

This Agreement, the relationship between the parties hereunder and any claim or dispute (whether sounding in contract, tort, statute or otherwise) relating to this Agreement 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 Agreement 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.

5.
MISCELLANEOUS.


(a) Headings. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement 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 Noteholders and their respective successors and assigns. If any term of this Agreement 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 Agreement 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 Agreement.

(b) Counterparts. This Agreement 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]

IN WITNESS WHEREOF, this Trademark Security and Pledge Agreement has been 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 and Secretary

**U.S. Bank National Association, as
Collateral Agent**

By: _____
Name:
Title:

(Signature Page to Trademark Security and Pledge Agreement – Liggett Group LLC)

IN WITNESS WHEREOF, this Trademark Security and Pledge Agreement has been 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 and Secretary

**U.S. Bank National Association, as
Collateral Agent**

By: _____

Name: 

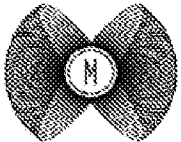






Title: Joshua A. Hahn
Assistant Vice President

(Signature Page to Trademark Security and Pledge Agreement – Liggett Group LLC)

**TRADEMARK
REEL: 005462 FRAME: 0827**

Schedule A to the Trademark Security and Pledge Agreement

United States Trademark Registrations of Grantor

Mark	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
	Liggett Group LLC	78/526208 02-DEC-2004	3108068 20-JUN-2006
	Liggett Group LLC	76/386980 26-MAR-2002	2815517 17-FEB 2004
	Liggett Group LLC	74/395981 27-MAY-1993	1863305 15-NOV-1994
	Liggett Group LLC	74/259122 26-MAR-1992	1804692 16-NOV-1993
	Liggett Group LLC	73/654465 10-APR-1987	1462175 20-OCT-1987
	Liggett Group LLC	73/609530 07-JUL-1986	1434164 24-MAR-1987
	Liggett Group LLC	73/465819 15-FEB-1984	1327319 26-MAR-1985

Mark	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
	Liggett Group LLC	73/465818 15-FEB-1984	1344930 25-JUN-1985
BAILOUT	Liggett Group LLC	77/668575 11-FEB-2009	3944929 12-APR-2011
BAILOUT BRAND	Liggett Group LLC	77/668584 11-FEB-2009	3944930 12-APR-2011
BALANCE	Liggett Group LLC	72/453505 04-APR-1973	0978016 05-FEB-1974
BRONSON	Liggett Group LLC	74/349010 15-JAN-1993	1821601 15-FEB-1994
CANYON	Liggett Group LLC	74/461134 22-NOV-1993	2010445 22-OCT-1996
CLIKPAK FRESHNESS	Liggett Group LLC	77/365820 07-JAN-2008	3544810 09-DEC-2008
DEVON	Liggett Group LLC	72/142956 24-APR-1962	0743290 08-JAN-1963
DORADO	Liggett Group LLC	72/144395 11-MAY-1962	0739917 30-OCT-1962
EPIC	Liggett Group LLC	73/047852 27-MAR-1975	1029542 06-JAN-1976
EVE	Liggett Group LLC	72/314239 11-DEC-1968	0872454 08-JUL-1969
FREEDOM TO SNUS	Liggett Group LLC	76-686770 13-FEB-2008	3552434 30-DEC-2008
GOLD LEAF	Liggett Group LLC	73/100609 22-SEP-1976	1233860 05-APR-1983
GRAND PRIX	Liggett Group LLC	76/686769 13-FEB-2008	3,705,685 11/3/2009
GRAND PRIX	Liggett Group LLC	73/641310 23-JAN-1987	1453454 18-AUG-1987
LIGET	Liggett Group LLC	72/153363 25-SEP-1962	0745060 12-FEB-1963
LIGGETT GROUP	Liggett Group LLC	74/721242 28-AUG-1995	2023349 17-DEC-1996
LIGGETT SELECT	Liggett Group LLC	76/533449 30-JUL-2003	2961769 14-JUN-2005
LOWEST PRICE FIGHTER	Liggett Group LLC	78/712476 14-SEP-2005	3259428 03-JUL-2007
LYRIC	Liggett Group LLC	72/145948 1-JUN-1962	741833 11-DEC-1962
MONTEGO	Liggett Group LLC	74/461169 22-NOV-1993	1900071 13-JUN-1995
PARKWAY	Liggett Group LLC	72/145949 01-JUN-1962	0739918 30-OCT-1962
PELHAM	Liggett Group LLC	72/144396 11-MAY-1962	0751937 02-JUL-1963
PYRAMID	Liggett Group LLC	73/366688 26-MAY-1982	1273822 10-APR-1984
RENO	Liggett Group LLC	74/400551 11-JUN-1993	1865400 29-NOV-1994
TASTE OF AMERICA	Liggett Group LLC	74/299936 31-JUL-1992	1802889 02-NOV-1993

Mark	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
YOU DESERVE A BAILOUT TOO!	Liggett Group LLC	77/670463 13-FEB-2009	3,819,299 13-JULY-2010

United States Trademark Applications of Grantor

Mark	Owner	Appl. No. Filing Date
APEX	Liggett Group LLC	77/539165 05-AUG-2008
CALYPSO	Liggett Group LLC	76/700975 12/23/2009
DUKE'S	Liggett Group LLC	76/700976 12/23/2009