

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341365

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIN Branding Group, LLC		04/27/2015	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Calm Waters Partnership		
Street Address:	115 S. 84th Street, Suite 200		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53214		
Entity Type:	general partnership owned by Richard S. Strong and Donna Strong: WISCONSIN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4111933	INHALE WITHOUT EXHALE	
Registration Number:	4258797	FIN	
Registration Number:	4258863	LIGHTEN UP	
Registration Number:	4258864	WELCOME BACK	
Registration Number:	4111931	LIGHT UP WITHOUT LEAVING	
Registration Number:	4351627	REWRITE THE RULES	
CORRESPONDENCE DATA			
Fax Number:	4142735198		
<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:	414-273-3500		
Email:	bgilpin@gklaw.com		
Correspondent Name:	Brian G. Gilpin; Godfrey & Kahn, S.C.		
Address Line 1:	780 N. Water Street		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	039220-0002		
NAME OF SUBMITTER:	Brian G. Gilpin		
SIGNATURE:	/Brian G. Gilpin/		

CH \$165.00 4111933

DATE SIGNED:	05/14/2015
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Total Attachments: 5
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

April 27, 2015

WHEREAS, FIN Branding Group, LLC, an Illinois limited liability company (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Electronic Cigarettes International Group Ltd. (the “**Borrower**”) and Calm Waters Partnership (the “**Lender**”) are parties to a Credit Agreement dated as of April 27, 2015 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of April 27, 2015 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Grantors party thereto and Calm Waters Partnership, as the Secured Party (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Notice of Grant of Security Interest in Trademarks), the Grantor has secured certain of its Obligations (the “**Secured Obligations**”) and guaranteed certain obligations of the Borrowers and the other Grantors, as applicable, and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure its Secured Obligations, including its Obligations under the Grantor’s Secured Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto); *provided* that no security interest shall be granted in any United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement, and is expressly subject to the terms and conditions thereof. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and which shall override the terms hereof in the event of a conflict.


This Notice of Grant of Security Interest in Trademarks has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office (and any successor office).

This Notice of Grant of Security Interest in Trademarks may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one original.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the date first written above.

FIN BRANDING GROUP, LLC

By: 
Name: Philip Anderson
Title: Manager

Acknowledged:

CALM WATERS PARTNERSHIP

By: _____
Name: Richard S. Strong
Title: Managing Partner

[SIGNATURE PAGE TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the date first written above.

FIN BRANDING GROUP, LLC

By: _____
Name: Philip Anderson
Title: Manager

Acknowledged:

CALM WATERS PARTNERSHIP

By:  _____
Name: Richard S. Strong
Title: Managing Partner

[SIGNATURE PAGE TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS]

Schedule 1
to Trademark
Security Agreement

FIN BRANDING GROUP, LLC

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
INHALE WITHOUT EXHALE	85387607	4111933	03/13/2012
FIN	85427028	4258797	12/11/2012
LIGHTEN UP	85439731	4258863	12/11/2012
WELCOME BACK	85439741	4258864	12/11/2012
LIGHT UP WITHOUT LEAVING	85387591	4111931	03/13/2012
REWRITE THE RULES	85696843	4351627	06/11/2013

U.S. TRADEMARK APPLICATIONS

TRADEMARK

APP. NO.

APP. DATE

None