

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Tobacco Cooperative, Inc.		03/24/2016	Corporation: NORTH CAROLINA
Premier Manufacturing, Inc.		03/24/2016	Corporation: MISSOURI
U.S. Flue-Cured Tobacco Growers, Inc.		03/24/2016	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Branch Banking and Trust Company, as Administrative Agent		
Street Address:	200 West Second Street		
City:	Winston-Salem		
State/Country:	NORTH CAROLINA		
Postal Code:	27101		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	3357473	1839	
Registration Number:	3262786	1839	
Registration Number:	4859054	1839	
Registration Number:	2014384	1ST CLASS	
Registration Number:	4489708	A PRODUCT OF US FARMERS	
Serial Number:	86933781	C CRESTON	
Registration Number:	3214015	CRESTON	
Registration Number:	3541616	EXPERIENCE THE FREEDOM	
Registration Number:	4006533	EXPERIENCE THE FREEDOM	
Registration Number:	3163822	FACT	
Serial Number:	86933792	FACT	
Registration Number:	4264230		
Registration Number:	3501659		
Registration Number:	4150539	PASSPORT	
Serial Number:	86933788	PASSPORT	
Registration Number:	1926639	SHIELD	

OP \$890.00 3357473

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4264241	SHIELD
Registration Number:	1780498	
Registration Number:	4264259	
Registration Number:	4406649	TRAFFIC
Registration Number:	4264261	UB
Registration Number:	2659270	UB ULTRA BUY
Registration Number:	2044498	ULTRA BUY
Registration Number:	4264264	ULTRA BUY
Serial Number:	86760371	US TOBACCO COOPERATIVE
Serial Number:	86874603	US TOBACCO COOPERATIVE
Serial Number:	86874600	US TC
Registration Number:	3687604	USA
Registration Number:	3979655	WH
Registration Number:	4177036	WH
Registration Number:	4199091	WH
Registration Number:	3496055	WILDHORSE
Registration Number:	3971853	WILDHORSE
Registration Number:	4177011	WILDHORSE
Registration Number:	4202808	WILDHORSE

CORRESPONDENCE DATA

Fax Number: 4048156555

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.

Phone: 404-815-6500

Email: byates@kilpatricktownsend.com

Correspondent Name: Robert Shaw, Esq.

Address Line 1: 1100 Peachtree Street, Suite 2800

Address Line 4: Atlanta, GEORGIA 30309-4528

ATTORNEY DOCKET NUMBER:	46927/969108
NAME OF SUBMITTER:	Robert Shaw
SIGNATURE:	/Robert Shaw/
DATE SIGNED:	03/25/2016

Total Attachments: 11

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AMENDED AND RESTATED IP SECURITY AGREEMENT
(TRADEMARKS)

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement") is dated as of the 24th of March, 2016, by and among U.S. TOBACCO COOPERATIVE INC., a North Carolina corporation (the "Borrower"); PREMIER MANUFACTURING, INC., a Missouri corporation, and U.S. FLUE-CURED TOBACCO GROWERS, INC., a North Carolina corporation (collectively, the "Grantors" and each, individually, a "Grantor"); and BRANCH BANKING AND TRUST COMPANY ("BB&T"), acting as agent (in such capacity, together with its successors and assigns, the "Administrative Agent") for itself and for the other Secured Parties (as defined in the Credit Agreement referred to below). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among U.S. Tobacco Cooperative, Inc., as Borrower; the Guarantors named therein; the lenders from time to time party thereto (collectively, the "Lenders"); BB&T as Administrative Agent; and BB&T Capital Markets as Lead Arranger. The Grantors and the Administrative Agent, among others, are also parties to the Amended and Restated General Security Agreement, dated as of date hereof (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement").

Subject to the terms of the Security Agreement, each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in, lien on and right of set-off against, all of such Grantor's right, title and interest in and to the United States trademarks and trademark applications described on Schedule 1 attached hereto and made a part hereof, to secure the payment and performance of the Obligations (as defined in the Security Agreement).

This IP Security Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina, except as otherwise required by mandatory provisions of law and except to the extent that remedies provided by the laws of any jurisdiction other than North Carolina are governed by the laws of such jurisdiction. This IP Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

The provisions of this IP Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Grantors may not assign or otherwise transfer any of their respective rights or obligations hereunder. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

This IP Security Agreement constitutes an amendment and restatement of that certain IP Security Agreement, dated as of September 27, 2013 (the "Existing IP Security Agreement"), by and among the Grantors and the Administrative Agent effective from and after the date hereof. The execution and delivery of this IP Security Agreement and the consummation of the transactions contemplated hereby are not intended by the parties to be, and shall not constitute, a novation or an accord and satisfaction of the Obligations or any other obligations owing under the Prior Credit Agreement (as defined in the Credit Agreement) or the documents, instruments and agreements entered into in connection therewith (the "Prior Credit Documents"). Each of the parties hereto hereby acknowledges and agrees that the grant of Liens pursuant to this IP Security Agreement is not intended to, nor shall it be construed, as constituting a release of any prior grant by any Grantor under the Prior Credit Documents, but is intended to constitute a restatement and reconfirmation of the prior grant in favor of Administrative Agent (for the benefit of itself and the other Secured Parties).

[Signature appears on following page]

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its duly authorized officer, all as of the date first above written.

U.S. TOBACCO COOPERATIVE INC.,
a North Carolina corporation

By: Ed Kacsuta
Name: Ed Kacsuta
Title: Chief Financial Officer and Treasurer

U.S. FLUE-CURED TOBACCO GROWERS,
INC., a North Carolina corporation

By: Ed Kacsuta
Name: Ed Kacsuta
Title: Treasurer

PREMIER MANUFACTURING, INC.,
a Missouri corporation

By: Russ Davison
Name: Russ Davison
Title: Treasurer

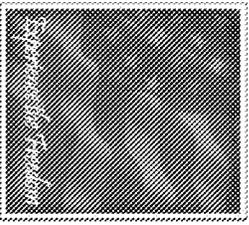
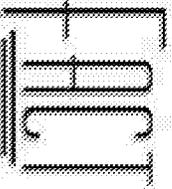
SCHEDULE 1
TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

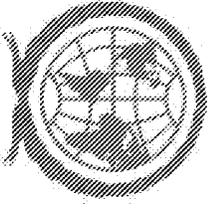
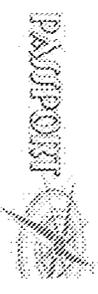
REGISTERED TRADEMARKS AND APPLICATIONS

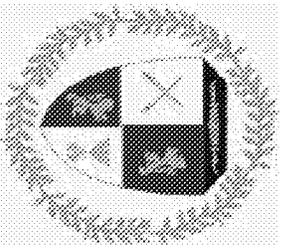
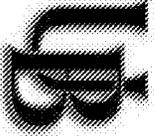
[see attached]

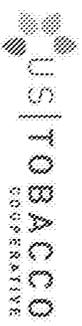
TRADEMARK	Owner	Serial Number	Filing Date	Registration Number	Registration Date	Country	Status	GOODS/SERVICES
1839	Premier Manufacturing, Inc.	78/749,422	11/08/2005	3,357,473	12/18/2007	United States	•Registered	Class 34: cigarettes
1839	Premier Manufacturing, Inc.	78/701,325	08/26/2005	3,262,786	07/10/2007	United States	•Registered	Class 34: roll your own tobacco
1839	Premier Manufacturing, Inc.	86/601,383	04/17/2015	4,859,054	11/24/2015	United States	•Registered	Class 34: Cigarette tubes; Cigars; Pipe tobacco
1ST CLASS	Premier Manufacturing, Inc.	74/624,355	01/23/1995	2,014,384	11/05/1996	United States	•Registered	Class 34: cigarettes
A PRODUCT OF US FARMERS	U.S. Flue-Cured Tobacco Growers, Inc.	85/688,801	07/27/2012	4,489,708	02/25/2014	United States	•Registered	Class 34: cigarettes; cigars; tobacco
CLOUD 9	Franchise Wholesale Co., L.L.C. ¹	85/164,895	10/29/2010	3,977,487	June 14, 2011	United States	•Registered	Class 3: Incense
C RESTON and Design	Premier Manufacturing, Inc.	86/933,781	03/09/2016			United States	•Pending	Class 34: cigarettes
CRESTON	Premier Manufacturing, Inc.	78/597,116	03/29/2005	3,214,015	02/27/2007	United States	•Registered	Class 34: cigarettes

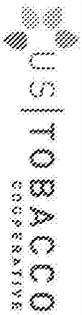
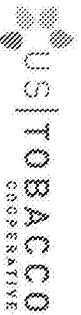
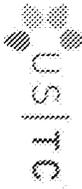
¹ Incorrectly identified as "Franchise Wholesale, LLC" in USPTO records.

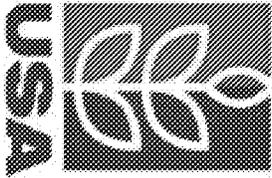
TRADEMARK	Owner	Serial Number	Filing Date	Registration Number	Registration Date	Country	Status	GOODS/SERVICES
EXPERIENCE THE FREEDOM	Premier Manufacturing, Inc.	77/395,806	02/13/2008	3,541,616	12/02/2008	United States	•Registered	Class 34: cigarettes
EXPERIENCE THE FREEDOM and Design	Premier Manufacturing, Inc.	77/570,922	09/16/2008	4,006,533	08/02/2011	United States	•Registered	Class 34: cigarettes
								
FACT	Premier Manufacturing, Inc.	78/552,487	01/24/2005	3,163,822	10/24/2006	United States	•Registered	Class 34: cigarettes
FACT (stylized)	Premier Manufacturing, Inc.	86/933,792	03/09/2016			United States	•Pending	Class 34: cigarettes
								
Globe Design	Premier Manufacturing, Inc.	85/619,642	05/08/2012	4,264,230	12/25/2012	United States	•Registered	Class 34: cigarettes

TRADEMARK	Owner	Serial Number	Filing Date	Registration Number	Registration Date	Country	Status	GOODS/SERVICES
	Premier Manufacturing, Inc.	77/397,589	02/14/2008	3,501,659	09/16/2008	United States	•Registered	Class 34: cigarettes
	Premier Manufacturing, Inc.	77/833,170	09/23/2009	4,150,539	05/29/2012	United States	•Registered	Class 34: cigarettes; cigars
PASSPORT and Design 	Premier Manufacturing, Inc.	86/933,788	03/09/2016			United States	•Pending	Class 34: cigarettes
SHIELD (stylized) SHIELD	Premier Manufacturing, Inc.	74/381,969	04/23/1993	1,926,639	10/10/1995	United States	•Registered	Class 34: cigarettes
SHIELD	Premier Manufacturing,	85/619,692	05/08/2012	4,264,241	12/25/2012	United States	•Registered	Class 34: cigarettes

TRADEMARK	Owner	Serial Number	Filing Date	Registration Number	Registration Date	Country	Status	GOODS/SERVICES
	Premier Manufacturing, Inc.	74/333,833	11/23/1992	1,780,498	07/06/1993	United States	•Registered	Class 34: tobacco products; namely, cigarettes
Shield / Wreath (Ultra Buy) Design	Premier Manufacturing, Inc.	85/619,902	05/08/2012	4,264,259	12/25/2012	United States	•Registered	Class 34: cigarettes
								
TRAFFIC	Premier Manufacturing, Inc.	85/849,722	02/14/2013	4,406,649	09/24/2013	United States	•Registered	Class 34: cigarettes; cigars; pipe tobacco
UB (stylized)	Premier Manufacturing, Inc.	85/619,924	05/08/2012	4,264,261	12/25/2012	United States	•Registered	Class 34: cigarettes
								

TRADEMARK	Owner	Serial Number	Filing Date	Registration Number	Registration Date	Country	Status	GOODS/SERVICES
 UB ULTRA BUY and Design	Premier Manufacturing, Inc.	76/374,546	02/22/2002	2,659,270	12/10/2002	United States	•Registered	Class 34: cigarettes
ULTRA BUY	Premier Manufacturing, Inc.	74/628,629	02/02/1995	2,044,498	03/11/1997	United States	•Registered	Class 34: cigarettes
ULTRA BUY (stylized) ULTRA BUY	Premier Manufacturing, Inc.	85/619,951	05/08/2012	4,264,264	12/25/2012	United States	•Registered	Class 34: cigarettes
US TOBACCO COOPERATIVE & Design 	U.S. Tobacco Cooperative Inc.	86/760,371	09/17/2015			United States	•Pending	Class 34: Cigarettes; Cigars; Cigarette tubes; Pipe tobacco; Roll your own tobacco; Tobacco products, namely, non-manufactured tobacco for sale in strip form
US TOBACCO COOPERATIVE & Design	U.S. Tobacco Cooperative Inc.	86/874,603	01/13/2016			United States	•Pending	Class 34: Tobacco; cut rag tobacco; expanded stem tobacco; non-manufactured tobacco for sale in strip form

TRADEMARK	Owner	Serial Number	Filing Date	Registration Number	Registration Date	Country	Status	GOODS/SERVICES
								<p>Class 35: Marketing services in the field of tobacco and tobacco products; distribution services in the field of tobacco and tobacco products</p> <p>Class 40: Processing of tobacco; custom manufacture of tobacco and tobacco products</p>
US TOBACCO COOPERATIVE & Design 	U.S. Tobacco Cooperative Inc.	014580369	09/22/2015 Priority Claim to 09/17/2015	014580369	01/15/2016	European Union (CTM)	•Registered	<p>Class 34: Cigarettes; Cigars; Cigarette tubes; Pipe tobacco; Roll your own tobacco; Tobacco products, namely, non-manufactured tobacco for sale in strip form; tobacco; cut rag tobacco; expanded stem tobacco; strip tobacco</p>
US TC & Design 	U.S. Tobacco Cooperative Inc.	86/874,600	01/13/2016				•Pending	<p>Class 35: Marketing services in the field of tobacco and tobacco products; distribution services in the field of tobacco and tobacco products</p> <p>Class 40: Processing of tobacco; custom manufacture of tobacco and tobacco products</p>

TRADEMARK	Owner	Serial Number	Filing Date	Registration Number	Registration Date	Country	Status	GOODS/SERVICES
USA and Leaf Design 	U.S. Tobacco Cooperative Inc.	78/888,089	05/19/2006	3,687,604	09/22/2009	United States	•Registered	Class 34: Tobacco products, namely, non-manufactured tobacco for sale in strip form
WH (stylized) 	Premier Manufacturing, Inc.	85/136,806	09/23/2010	3,979,655	06/14/2011	United States	•Registered	Class 34: cigars
WH (stylized) 	Premier Manufacturing, Inc.	85/385,990	08/01/2011	4,177,036	07/17/2012	United States	•Registered	Class 34: cigarette tubes
WH (stylized)	Premier Manufacturing, Inc.	85/136,793	09/23/2010	4,199,091	08/28/2012	United States	•Registered	Class 34: pipe tobacco

TRADEMARK	Owner	Serial Number	Filing Date	Registration Number	Registration Date	Country	Status	GOODS/SERVICES
WH								
WILDHORSE	Premier Manufacturing, Inc.	78/887,914	05/19/2006	3,496,055	09/02/2008	United States	•Registered	Class 34: cigarettes
WILDHORSE	Premier Manufacturing, Inc.	85/047,615	05/25/2010	3,971,853	05/31/2011	United States	•Registered	Class 34: cigars
WILDHORSE	Premier Manufacturing, Inc.	85/377,555	07/21/2011	4,177,011	07/17/2012	United States	•Registered	Class 34: cigarette tubes
WILDHORSE	Premier Manufacturing, Inc.	85/047,618	05/25/2010	4,202,808	09/04/2012	United States	•Registered	Class 34: pipe tobacco
WILDHORSE	Premier Manufacturing, Inc.	005476635	11/16/2006	005476635	11/05/2007	European Union (CTM)	•Registered	Class 34: cigarettes