

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378596

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Franchise Wholesale Co., L.L.C.		03/24/2016	Limited Liability Company: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Branch Banking and Trust Company, as Administrative Agent		
<b>Street Address:</b>	200 West Second Street		
<b>City:</b>	Winston-Salem		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27101		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3977487	CLOUD 9	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048156555		
<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>			
<b>Phone:</b>	404-815-6500		
<b>Email:</b>	byates@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Robert Shaw, Esq.		
<b>Address Line 1:</b>	1100 Peachtree Street, Suite 2800		
<b>Address Line 2:</b>	c/o Kilpatrick Townsend & Stockton LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-4528		
<b>ATTORNEY DOCKET NUMBER:</b>	46927/969108		
<b>NAME OF SUBMITTER:</b>	Robert Shaw		
<b>SIGNATURE:</b>	/Robert Shaw/		
<b>DATE SIGNED:</b>	03/30/2016		
<b>Total Attachments: 3</b>			
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OP \$40.00 3977487

IP SECURITY AGREEMENT  
(TRADEMARKS)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement") is dated as of the 24<sup>th</sup> of March, 2016, by and between FRANCHISE WHOLESALE CO., L.L.C. (the "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 Grantor 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, the 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 the 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 Grantor may not assign or otherwise transfer any of its 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.

[Signature appears on following page]

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

FRANCHISE WHOLESALE CO., L.L.C.,  
a Missouri limited liability company

By: 

Name: Russ Davison

Title: Treasurer

SCHEDULE 1  
 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
REGISTERED TRADEMARKS AND APPLICATIONS

TRADEMARK	Owner	Serial Number	Filing Date	Registration Number	Registration Date	Country	Status	GOODS/SERVICES
CLOUD 9	Franchise Wholesale Co., L.L.C. <sup>1</sup>	85/164,895	10/29/2010	3,977,487	June 14, 2011	United States	Registered	Class 3: Incense

<sup>1</sup> Incorrectly identified as "Franchise Wholesale, LLC" in USPTO records.