

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM405524

<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>
King Maker Marketing, Inc.		11/15/2016	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Branch Banking and Trust Company		
<b>Street Address:</b>	200 West Second Street, 17th Floor		
<b>City:</b>	Winston-Salem		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27101		
<b>Entity Type:</b>	Banking Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4798132	A ACE	
<b>Registration Number:</b>	2958683	ACE	
<b>Registration Number:</b>	1982447	CHECKERS	
<b>Registration Number:</b>	4356778	CHECKERS	
<b>Registration Number:</b>	1982441		
<b>Registration Number:</b>	3455154	GOLD CREST	
<b>Registration Number:</b>	4408500	GOLD CREST GC	
<b>Registration Number:</b>	3408667	HI-VAL	
<b>Registration Number:</b>	2858686	HI-VAL	
<b>Registration Number:</b>	4641355	HI-VAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	404-516-2262		
<b>Email:</b>	sharrison@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Susan Harrison		
<b>Address Line 1:</b>	1100 Peachtree Street		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		

OP \$265.00 4798132

<b>NAME OF SUBMITTER:</b>	Susan Harrison
<b>SIGNATURE:</b>	/Susan Harrison/
<b>DATE SIGNED:</b>	11/15/2016
<b>Total Attachments: 5</b> source=IP Security Agreement (Executed)#page1.tif source=IP Security Agreement (Executed)#page2.tif source=IP Security Agreement (Executed)#page3.tif source=IP Security Agreement (Executed)#page4.tif source=IP Security Agreement (Executed)#page5.tif	

IP SECURITY AGREEMENT  
(TRADEMARKS)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”) is dated as of November 15, 2016, by and between KING MAKER MARKETING, INC. (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 duly executed by its duly authorized officer, all as of the date first above written.

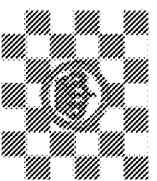
KING MAKER MARKETING, INC.,  
a New Jersey corporation

By: Edward W. Kasuta  
Name: EDWARD W. KASUTA  
Title: V.P. - TRADERS

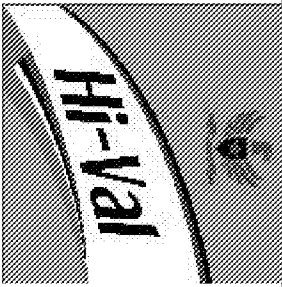
(Signature Page to Intellectual Property Security Agreement)

**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
 A ACE and Design RN: 4798132 SN: 86344018	King Maker Marketing, Inc.	86/344,018	07/22/2014	4,798,132	08/25/2015	United States	•Registered	Class 34: cigarettes; cigars; tobacco
ACE	King Maker Marketing, Inc.	78/351,232	01/13/2004	2,958,683	05/31/2005	United States	•Registered	Class 34: cigarettes; cigars; tobacco
CHECKERS	King Maker Marketing, Inc.	74/688,923	06/15/1995	1,982,447	06/25/1996	United States	•Registered	Class 34: cigarettes; cigars; tobacco
CHECKERS	King Maker Marketing, Inc.	85/661,761	06/26/2012	4,356,778	06/25/2013	United States	•Registered	Class 34: cigarettes; cigars; tobacco
	King Maker Marketing, Inc.	74/688,408	06/15/1995	1,982,441	06/25/1996	United States	•Registered	Class 34: cigarettes; cigars; tobacco
GOLD CREST and Design	King Maker Marketing, Inc.	78/032,534	10/26/2000	3,455,154	06/24/2008	United States	•Registered	Class 34: cigarettes; cigars; tobacco

TRADEMARK	Owner	Serial Number	Filing Date	Registration Number	Registration Date	Country	Status	GOODS/SERVICES
 GOLD CREST								
 GOLD CREST	King Maker Marketing, Inc.	85/758,671	10/19/2012	4,408,500	09/24/2013	United States	•Registered	Class 34: cigarettes; cigars; tobacco
 GOLD CREST								
HI-VAL	King Maker Marketing, Inc.	77/244,104	08/01/2007	3,408,667	04/08/2008	United States	•Registered	Class 34: cigarettes; cigars; tobacco
 HI-VAL and Design	King Maker Marketing, Inc.	76/976,303	03/23/2000	2,858,686	06/29/2004	United States	•Registered	Class 34: cigarettes; cigars; tobacco
 HI-VAL and Design								
HI-VAL and Design	King Maker Marketing, Inc.	86/304,467	06/09/2014	4,641,355	11/18/2014	United States	•Registered	Class 34: cigarettes; cigars; tobacco

TRADEMARK	Owner	Serial Number	Filing Date	Registration Number	Registration Date	Country	Status	GOODS/SERVICES
								

TRADEMARK

REEL: 005921 FRAME: 0249

RECORDED: 11/15/2016