

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY AND PLEDGE AGREEMENT		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		01/27/2017	National Association:
RECEIVING PARTY DATA			
Name:	Liggett Group LLC		
Street Address:	100 MAPLE LANE		
City:	MEBANE		
State/Country:	NORTH CAROLINA		
Postal Code:	27302		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	3108068	M	
Registration Number:	2815517		
Registration Number:	1863305	K 100'S KINGSPORT 20 CLASS A CIGARETTES	
Registration Number:	1804692		
Registration Number:	1462175	Q QUALITY BLEND TRADEMARK	
Registration Number:	1434164		
Registration Number:	1327319	Q	
Registration Number:	1344930	Q QUALITY BLEND	
Registration Number:	3944929	BAILOUT	
Registration Number:	3944930	BAILOUT BRAND	
Registration Number:	0978016	BALANCE	
Registration Number:	1821601	BRONSON	
Registration Number:	2010445	CANYON	
Registration Number:	3544810	CLIKPAK FRESHNESS	
Registration Number:	0743290	DEVON	
Registration Number:	0739917	DORADO	
Registration Number:	1029542	EPIC	
Registration Number:	0872454	EVE	
TRADEMARK			

OP \$865.00 3108068

Property Type	Number	Word Mark
Registration Number:	3552434	FREEDOM TO SNUS
Registration Number:	1233860	GOLD LEAF
Registration Number:	3705685	GRAND PRIX
Registration Number:	1453454	GRAND PRIX
Registration Number:	0745060	LIGET
Registration Number:	2023349	LIGGETT GROUP
Registration Number:	2961769	LIGGETT SELECT
Registration Number:	3259428	LOWEST PRICE FIGHTER
Registration Number:	0741833	LYRIC
Registration Number:	1900071	MONTEGO
Registration Number:	0739918	PARKWAY
Registration Number:	0751937	PELHAM
Registration Number:	1273822	PYRAMID
Registration Number:	1865400	RENO
Registration Number:	1802889	TASTE OF AMERICA
Registration Number:	3819299	YOU DESERVE A BAILOUT TOO!

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038507-0584
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	02/14/2017

Total Attachments: 5

source=N.6 SC1-#4330998-v2-Vector_January_2017_Notes_-_Trademark_Release_(Liggett)#page1.tif

source=N.6 SC1-#4330998-v2-Vector_January_2017_Notes_-_Trademark_Release_(Liggett)#page2.tif

source=N.6 SC1-#4330998-v2-Vector_January_2017_Notes_-_Trademark_Release_(Liggett)#page3.tif

source=N.6 SC1-#4330998-v2-Vector_January_2017_Notes_-_Trademark_Release_(Liggett)#page4.tif

source=N.6 SC1-#4330998-v2-Vector_January_2017_Notes_-_Trademark_Release_(Liggett)#page5.tif

RELEASE OF TRADEMARK SECURITY AND PLEDGE AGREEMENT

This **RELEASE OF TRADEMARK SECURITY AND PLEDGE AGREEMENT**, dated as of January 27, 2017 (the “Release”), is made by **U.S. Bank National Association**, as collateral agent (in such capacity, the “Collateral Agent”) for the Noteholders, in connection with the termination of that certain Trademark Security and Pledge Agreement (the “Trademark Security Agreement”), dated as of February 12, 2013, made by the **Liggett Group LLC** (the “Grantor”) in favor of the Collateral Agent, and that certain Security Agreement (the “Security Agreement”), dated as of February 12, 2013, between Grantor and Collateral Agent. All capitalized terms used in this Release and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

WITNESSETH

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted 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 (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 12, 2013 at Reel/Frame 4960/0853;

WHEREAS, in sole reliance on an Officers’ Certificate (as defined in the Indenture) from Vector Group Ltd., a Delaware corporation, and an Opinion of Counsel (as defined in the Indenture) delivered to the Collateral Agent on the date hereof, the Collateral Agent acknowledges full payment, complete performance and satisfaction of all obligations secured by the Trademark Security Agreement;

WHEREAS, the Grantor has requested that the Collateral Agent release its security interest in the Trademark Collateral in connection with the termination of the Trademark Security Agreement and the Security Agreement (the “Released Collateral”).

NOW, THEREFORE, in consideration of the foregoing, the Collateral Agent hereby irrevocably releases, relinquishes and discharges any and all interests (including, without representation, warranty or recourse, any and all security interests) it may have in the Released Collateral, including without limitation the Trademark Collateral listed on Schedule A attached hereto and incorporated herein by reference, and hereby irrevocably assigns to Grantor any right, title and interest it may have in the Released Collateral.

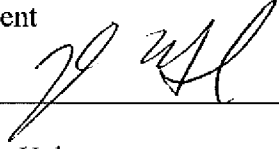
The Collateral Agent agrees to, at Grantor’s request, promptly provide the Grantor with any information, additional authorization and documentation reasonably requested to effectuate, evidence or reflect the release of its interest in the Released Collateral in each case, without representation or warranty by the Collateral Agent and at the sole expense of the Grantor.

This Release shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of New York, without giving effect to any choice of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of New York.

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the date first set forth above.

U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent

By: _____



Name: Joshua A. Hahn

Title: Vice President



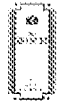





(Signature Page to Release of Trademark Security Agreement – Liggett Group LLC)

TRADEMARK
REEL: 005988 FRAME: 0303

SCHEDULE A

TRADEMARKS

Security Interest at Reel/Frame No. 4960/0853

Mark	Appl. No. Filing Date	Reg. No. Reg. Date	Status
	78/526208 02-DEC-2004	3108068 20-JUN-2006	Registered
	76/386980 26-MAR-2002	2815517 17-FEB 2004	Registered
	74/395981 27-MAY-1993	1863305 15-NOV-1994	Registered
	74/259122 26-MAR-1992	1804692 16-NOV-1993	Registered
	73/654465 10-APR-1987	1462175 20-OCT-1987	Registered
	73/609530 07-JUL-1986	1434164 24-MAR-1987	Registered
	73/465819 15-FEB-1984	1327319 26-MAR-1985	Registered
	73/465818 15-FEB-1984	1344930 25-JUN-1985	Registered
BAILOUT	77/668575 11-FEB-2009	3944929 12-APR-2011	Registered
BAILOUT BRAND	77/668584 11-FEB-2009	3944930 12-APR-2011	Registered
BALANCE	72/453505 04-APR-1973	0978016 05-FEB-1974	Cancelled
BRONSON	74/349010 15-JAN-1993	1821601 15-FEB-1994	Registered
CANYON	74/461134 22-NOV-1993	2010445 22-OCT-1996	Registered
CLIKPAK FRESHNESS	77/365820 07-JAN-2008	3544810 09-DEC-2008	Cancelled
DEVON	72/142956 24-APR-1962	0743290 08-JAN-1963	Cancelled
DORADO	72/144395 11-MAY-1962	0739917 30-OCT-1962	Cancelled
EPIC	73/047852 27-MAR-1975	1029542 06-JAN-1976	Registered
EVE	72/314239 11-DEC-1968	0872454 08-JUL-1969	Registered

Mark	Appl. No. Filing Date	Reg. No. Reg. Date	Status
FREEDOM TO SNUS	76-686770 13-FEB-2008	3552434 30-DEC-2008	Cancelled
GOLD LEAF	73/100609 22-SEP-1976	1233860 05-APR-1983	Cancelled
GRAND PRIX	76/686769 13-FEB-2008	3705685 11/3/2009	Cancelled
GRAND PRIX	73/641310 23-JAN-1987	1453454 18-AUG-1987	Registered
LIGET	72/153363 25-SEP-1962	0745060 12-FEB-1963	Cancelled
LIGGETT GROUP	74/721242 28-AUG-1995	2023349 17-DEC-1996	Registered
LIGGETT SELECT	76/533449 30-JUL-2003	2961769 14-JUN-2005	Registered
LOWEST PRICE FIGHTER	78/712476 14-SEP-2005	3259428 03-JUL-2007	Cancelled
LYRIC	72/145948 1-JUN-1962	0741833 11-DEC-1962	Cancelled
MONTEGO	74/461169 22-NOV-1993	1900071 13-JUN-1995	Registered
PARKWAY	72/145949 01-JUN-1962	0739918 30-OCT-1962	Cancelled
PELHAM	72/144396 11-MAY-1962	0751937 02-JUL-1963	Cancelled
PYRAMID	73/366688 26-MAY-1982	1273822 10-APR-1984	Registered
RENO	74/400551 11-JUN-1993	1865400 29-NOV-1994	Cancelled
TASTE OF AMERICA	74/299936 31-JUL-1992	1802889 02-NOV-1993	Cancelled
YOU DESERVE A BAILOUT TOO!	77/670463 13-FEB-2009	3819299 13-JULY-2010	Registered
APEX	77/539165 05-AUG-2008		Abandoned ¹
CALYPSO	76/700975 12/23/2009		Abandoned ²
DUKE'S	76/700976 12/23/2009		Abandoned ³

¹ This was an ITU application. The lien was not recorded against this application.

² This was an ITU application. The lien was not recorded against this application.

³ This was an ITU application. The Trademark Security and Pledge Agreement was recorded on 2/19/2015 at Reel/Frame 5462/0820.