

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Turning Point Brands, LLC		02/17/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank,as Agent		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86026439	TURNING POINT	
Serial Number:	86026447	TURNING POINT BRANDS	
Serial Number:	86026434	TURNING POINT BRANDS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Andrea Gniadek, Project Assistant		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Andrea Gniadek		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	02/23/2017		
Total Attachments: 20			
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OP \$90.00 86026439

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EXHIBIT A
TURNING POINT BRANDS, LLC

APPLICATION NUMBERS

86/026,439

86/026,447

86/026,434

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 17th day of February, 2017, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and FIFTH THIRD BANK, an Ohio banking corporation, in its capacity as agent for the Lenders and the other Secured Parties (in such capacity, together with its successors and assigns in such capacity, "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement dated as of February 17, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*"), by and among Turning Point Brands, Inc., a Delaware corporation ("*Turning Point*"), and North Atlantic Trading Company, Inc., a Delaware corporation ("*NATC*" and together with Turning Point, the "*Borrowers*"), the Grantors party thereto, the various institutions from time to time party thereto as Lenders (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "*Lender*") and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders and the other Secured Parties are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain First Lien Guaranty and Security Agreement, dated as of February 17, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "*Guaranty and Security Agreement*"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS.

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of each of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "*Trademark Collateral*");

(1) all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing:

(i) all registrations and applications for registration thereof including the registrations and applications listed in Schedule I attached hereto,

(ii) all extension and renewals thereof,

(iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing,

(iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof,

(v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any "intent-to-use" trademark application 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 any registration issuing from such intent-to-use trademark application under applicable federal law; *provided* that, upon filing with the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. § 1051(c) or a statement of use under 15 U.S.C. § 1051(d) (or any successor provisions), such intent-to-use application shall be considered Trademark Collateral.

SECTION 3. SECURITY FOR SECURED OBLIGATIONS.

This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the

payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with the Trademark Collateral subject to a security interest hereunder.

SECTION 4. SECURITY AGREEMENT.

The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

SECTION 5. COUNTERPARTS.

This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Security Agreement constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Trademark Security Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. CHOICE OF LAW, JURISDICTION AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION.

ALL TERMS OF SECTION 29 OF THE GUARANTY AND SECURITY AGREEMENT ("GOVERNING LAW; JURISDICTION, WAIVER OF JURY TRIAL, ETC.") ARE INCORPORATED HEREIN BY THIS REFERENCE, AND SHALL APPLY TO THIS TRADEMARK SECURITY AGREEMENT, *MUTATIS MUTANDIS*.

SECTION 7. NOTICES.

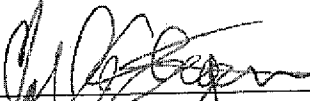
All notices and other communications provided for herein shall be (i) in writing, (ii) delivered and deemed received in accordance with the procedures set forth in Section 11.3 of the Credit Agreement and (iii) addressed to the parties at the address, facsimile number or email address provided therein. Any party hereto may change its address, facsimile number or email address for notices and other communications hereunder by notice to all of the other parties hereto in accordance with the foregoing.

[SIGNATURE PAGE TO FOLLOW]

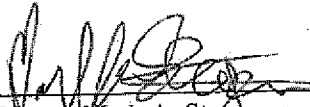
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

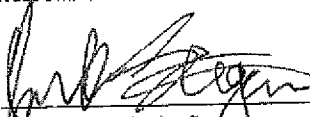
INTREPID BRANDS, LLC

By: 
Name: Mark A. Stegeman
Title: Senior Vice President and Chief
Financial Officer

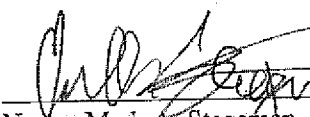
NATIONAL TOBACCO COMPANY, L.P.

By: 
Name: Mark A. Stegeman
Title: Senior Vice President and Chief
Financial Officer


NORTH ATLANTIC OPERATING COMPANY, INC.

By: 
Name: Mark A. Stegeman
Title: Senior Vice President and Chief
Financial Officer

TURNING POINT BRANDS, LLC

By: 
Name: Mark A. Stegeman
Title: Senior Vice President and Chief
Financial Officer

SMOKE FREE TECHNOLOGIES, INC.

By: 
Name: Mark A. Stegeman
Title: Senior Vice President and Chief
Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

FIFTH THIRD BANK, an Ohio banking
corporation

By:



Name: Michael Guenther



Title: Senior Vice President





[Signature Page to Trademark Security Agreement]



TRADEMARK
REEL: 005995 FRAME: 0078




SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT




TRADEMARK REGISTRATIONS


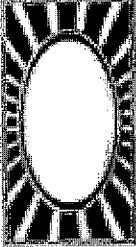




OWNER	MARK	REGISTRATION NO.	REG DATE
Intrepid Brands, LLC	Primal	5,008,370	July 26, 2016
Intrepid Brands LLC		86/443,131	November 3, 2014
National Tobacco Company, L.P.	24C	1,817,067	January 18, 1994
National Tobacco Company, L.P.	24-M	4,102,075	February 21, 2012
National Tobacco Company, L.P.	A Great Chew at a Fair Price	4,282,388	January 29, 2013
National Tobacco Company, L.P.	A Great Dip at a Fair Price	4,081,343	January 3, 2012
National Tobacco Company, L.P.	Beech-Nut	896,764	August 18, 1970
National Tobacco Company, L.P.	Beech-Nut & Design	1,208,850	September 14, 1982
			
National Tobacco Company, L.P.	Big Red	4,164,901	June 26, 2012
National Tobacco Company, L.P.	BIG RED & Design	4,432,045	November 12, 2013





				
National Tobacco Company, L.P.	Black Cane		4,321,666	April 16, 2013
National Tobacco Company, L.P.	Black Lighting		4,672,274	January 13, 2015
National Tobacco Company, L.P.	Black Stinger		4,227,611	October 16, 2012
National Tobacco Company, L.P.	Durango		2,518,530	December 11, 2001
National Tobacco Company, L.P.	Durango		4,118,850	March 27, 2012
National Tobacco Company, L.P.	Durango (Stylized)		2,624,913	September 24, 2002
				
National Tobacco Company, L.P.	FRED STOKER & SONS, INC. & Design		1,904,573	July 11, 1995
				
National Tobacco Company, L.P.	Fred's Choice		2,740,903	July 29, 2003
National Tobacco Company, L.P.	Fred's Choice (Stylized)		3,093,811	May 16, 2006
				
National Tobacco Company, L.P.	Greatwall Cigar Since 1918		4,122,848	April 3, 2012
National Tobacco Company, L.P.	Green Garuda		4,672,275	January 13, 2015
National Tobacco Company, L.P.	Green Karma		4,243,368	November 13, 2012
National Tobacco Company, L.P.	Green KB-90		4,251,655	November 27, 2012
National Tobacco Company, L.P.	Havana Blossom		2,594,416	July 16, 2002



National Tobacco Company, L.P.	Havana Blossom (Stylized) 	2,588,575	July 2, 2002
National Tobacco Company, L.P.	Havana Blossom Fresher & Tastier & Design 	1,358,381	September 3, 1985
National Tobacco Company, L.P.	Home Run	4,147,583	May 22, 2012
National Tobacco Company, L.P.	Key Stone	4,147,663	May 22, 2012
National Tobacco Company, L.P.	L-50	1,817,068	January 18, 1994
National Tobacco Company, L.P.	Lone Star	2,911,785	December 14, 2004
National Tobacco Company, L.P.	Lone Star	4,146,922	May 22, 2012
National Tobacco Company, L.P.	Moonshine Blend	3,332,794	November 6, 2007
National Tobacco Company, L.P.	National Tobacco	2,535,562	February 5, 2002
National Tobacco Company, L.P.	National Tobacco	2,570,970	May 21, 2002
National Tobacco Company, L.P.	Old Hillside	4,137,041	May 1, 2012
National Tobacco Company, L.P.	Old Hillside	3,167,449	November 7, 2006
National Tobacco Company, L.P.	Our Pride	4,137,042	May 1, 2012
National Tobacco Company, L.P.	Our Pride	3,028,098	December 13, 2005
National Tobacco Company, L.P.	Pride	4,151,095	May 29, 2012
National Tobacco Company, L.P.	Quality-Tradition-Value	4,968,034	May 31, 2016
National Tobacco Company, L.P.	Quality Made It Famous	3,351,384	December 11, 2007
National Tobacco Company, L.P.	Quality Make It Famous Beech Nut Est 1897	3,703,294	October 27, 2009
	Original Chewing Tobacco & Design		


			
National Tobacco Company, L.P.	Red Cap	3,854,466	September 28, 2010
National Tobacco Company, L.P.	Red Cap & Design	4,298,306	March 5, 2013
			
National Tobacco Company, L.P.	Red Supreme	4,089,989	January 24, 2012
National Tobacco Company, L.P.	Riptide	4,125,752	April 10, 2012
National Tobacco Company, L.P.	Riptide	4,133,234	April 24, 2012
National Tobacco Company, L.P.	Riptide	4,125,752	April 10, 2012
National Tobacco Company, L.P.	Riptide & Design	4,214,253	September 25, 2012
			
National Tobacco Company, L.P.	Rivermont	3,375,872	January 29, 2008
National Tobacco Company, L.P.	Rock Castle	4,136,987	May 1, 2012
National Tobacco Company, L.P.	Sequoia	4,147,584	May 22, 2012
National Tobacco Company, L.P.	Stoker's	4,523,094	June 17, 2014
National Tobacco Company, L.P.	Stoker's	3,170,831	November 14, 2006

National Tobacco Company, L.P.	Stoker's (Stylized)	4,926,628	March 29, 2016
			
National Tobacco Company, L.P.	Stoker's & Design	2,071,640	June 17, 1997
			
National Tobacco Company, L.P.	Stoker's Classic	2,359,709	June 20, 2000
National Tobacco Company, L.P.	Stoker's Country	4,498,214	March 18, 2014
National Tobacco Company, L.P.	Stoker's Since 1940 & Design	3,740,942	January 19, 2010
			
National Tobacco Company, L.P.	Stoker's Since 1940	4,950,632	May 3, 2016
National Tobacco Company, L.P.	Straight Up	4,117,820	March 27, 2012
National Tobacco Company, L.P.	Tennessee Chew	2,027,975	December 31, 1996
National Tobacco Company, L.P.	Tennessee Chew	3,239,885	May 8, 2007
National Tobacco Company, L.P.	Tequila Sunrise	2,381,424	August 29, 2000
National Tobacco Company, L.P.	Thunder Bay	4,151,029	May 29, 2012
National Tobacco Company, L.P.	Trophy	2,508,886	November 20, 2001

National Tobacco Company, L.P.		2,508,885	November 20, 2001
National Tobacco Company, L.P.		3,741,010	January 19, 2010
National Tobacco Company, L.P.		2,495,704	October 9, 2001
National Tobacco Company, L.P.		2,679,622	January 28, 2003
National Tobacco Company, L.P.		2,666,702	December 24, 2002
National Tobacco Company, L.P.		2,666,703	December 24, 2002

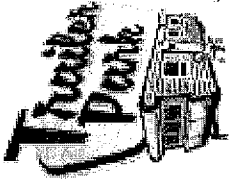

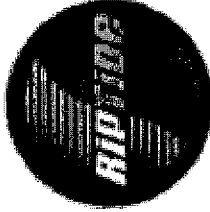
National Tobacco Company, L.P.		2,666,704	December 24, 2002
National Tobacco Company, L.P.		4,926,625	March 29, 2016
National Tobacco Company, L.P.	TROPHY THE SPORTSMAN'S CHEW	1,879,989	February 21, 1995
North Atlantic Operating Company, Inc.	North Atlantic Operating Company	2,610,473	August 20, 2002
North Atlantic Operating Company, Inc.	North Atlantic Operating Company	2,635,446	October 15, 2002
North Atlantic Operating Company, Inc.	North Atlantic Operating Company, Inc. & Design	2,664,695	December 17, 2002
North Atlantic Operating Company, Inc.			
North Atlantic Operating Company, Inc.	North Atlantic Operating Company, Inc. & Design	2,664,694	December 17, 2002
North Atlantic Operating Company, Inc.			
North Atlantic Operating Company, Inc.	Zig Zag	1,133,291	April 15, 1980


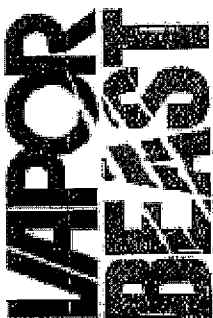
North Atlantic Operating Company, Inc.	Zig Zag	1,472,580	January 12, 1988
North Atlantic Operating Company, Inc.	Zigarettes	4,135,544	May 1, 2012
North Atlantic Operating Company, Inc.	Zig-Zag	3,867,900	October 26, 2010
North Atlantic Operating Company, Inc.	 ZIG-ZAG Zig-Zag & Design	1,775,416	June 8, 1993
Smoke Free Technologies, Inc.	JUICE HOG & Design 	5,059,695	October 11, 2016
Smoke Free Technologies, Inc.	Disclaimer: "JUICE" JUICE HOG	5,059,694	October 11, 2016
Smoke Free Technologies, Inc.	Disclaimer: "JUICE" KEEP IT BEAST	5,059,043	October 11, 2016
Smoke Free Technologies, Inc.	CERFALIZED PREMIUM E-LIQUID BREAKFAST OF VAPERS & Design	4,940,008	April 19, 2016



			
Smoke Free Technologies, Inc.	CEREALIZED	4,901,509	February 16, 2016
Smoke Free Technologies, Inc. (Assigned from Alexander Usatip on 10/12/2016— Assignment of Record Reel/Frame 5901/0465)	CLOUD BEAST	4,913,644	March 08, 2016
Smoke Free Technologies, Inc.	MODZILLA Stylized MODZILLA	5,098,299	December 13, 2016
Smoke Free Technologies, Inc.	MODZILLA	5,098,298	December 13, 2016

TRADEMARK APPLICATIONS

OWNER	MARK	APPLICATION NO.	APPLICATION DATE
Intrepid Brands, LLC	Intrepid	86/026,421	August 1, 2013
Intrepid Brands, LLC	Intrepid	86/026,429	August 1, 2013
Intrepid Brands, LLC	Intrepid Brands	86/026,409	August 1, 2013
Intrepid Brands, LLC	Intrepid Brands	86/026,405	August 1, 2013
Intrepid Brands, LLC	Kentucky BBA	86/886,421	January 26, 2016

Inrepid Brands, LLC	TRAILER PARK & Design 	86/818,303	November 12, 2015
National Tobacco Company, L.P.	Big Bag Big Savings	86/815,098	November 10, 2016
National Tobacco Company, L.P.	Lone Star	86/079,358	October 1, 2013
National Tobacco Company, L.P.	Number 2	78/635,724	May 24, 2005
National Tobacco Company, L.P.	Number 2 (Stylized)	78/635,739	May 24, 2005
			
National Tobacco Company, L.P.	Riptide	86/079,355	October 1, 2013
National Tobacco Company, L.P.	Riptide	86/084,458	October 7, 2013
National Tobacco Company, L.P.	Riptide & Design 	86/084,458	October 7, 2013
National Tobacco Company, L.P.	Straight Up	85/360,310	June 30, 2011
National Tobacco Company, L.P.	Thunder Bay	86/079,314	October 1, 2013
North Atlantic Operating Company, Inc.	Zig Zag & Design	85/414,445	September 2, 2011

				
North Atlantic Operating Company, Inc.	Zig-Zag	86/839,152	December 4, 2015	
North Atlantic Operating Company, Inc.	Zig-Zag	85/414,445	September 2, 2011	
RBI Sales, Inc.	No. 1	78/635,686	May 24, 2005	
Turning Point Brands, LLC	Turning Point	86/026,439	August 1, 2013	
Turning Point Brands, LLC	Turning Point Brands	86/026,447	August 1, 2013	
Turning Point Brands, LLC	Turning Point Brands	86/026,434	August 1, 2013	
Smoke Free Technologies, Inc.	VAPOR BEAST	86/928,529	March 3, 2016	
				
	Disclaimer: Vapor			
Smoke Free Technologies, Inc.	VAPOR BEAST	86/691,657	March 3, 2016	
	Disclaimer: Vapor			
Smoke Free Technologies, Inc.	HOG WILD	87/182,056	September 23, 2016	
Smoke Free Technologies, Inc.	Wild Hog & Design	87/182,055	September 23, 2016	

	Smoke Free Technologies, Inc.
	<p>SQUEEZE Stylized</p> 
	87/182,072
	September 23, 2016