

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420609

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Security Agreement
<b>RESUBMIT DOCUMENT ID:</b>	900396162

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
National Tobacco Company, L.P.		02/17/2017	Limited Partnership: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Prospect Capital Corporation, second lien holder
<b>Street Address:</b>	10 East 40th Street, 42nd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10016
<b>Entity Type:</b>	Corporation: MARYLAND

**PROPERTY NUMBERS Total: 81**

Property Type	Number	Word Mark
Registration Number:	1817067	24C
Registration Number:	4102075	24-M
Registration Number:	4282388	A GREAT CHEW AT A FAIR PRICE
Registration Number:	4081343	A GREAT DIP AT A FAIR PRICE
Registration Number:	0896764	BEECH-NUT
Registration Number:	1208850	BEECH-NUT
Registration Number:	4164901	BIG RED
Registration Number:	4432045	BIG RED
Registration Number:	4321666	BLACK CANE
Registration Number:	4672274	BLACK LIGHTNING
Registration Number:	4227611	BLACK STINGER
Registration Number:	2518530	DURANGO
Registration Number:	4118850	DURANGO
Registration Number:	2624913	DURANGO
Registration Number:	1904573	FRED STOKER & SONS, INC.
Registration Number:	2740903	FRED'S CHOICE
Registration Number:	3093811	FRED'S CHOICE
Registration Number:	4122848	GREATWALL CIGAR SINCE 1918

TRADEMARK

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	4672275	GREEN GARUDA
<b>Registration Number:</b>	4243368	GREEN KARMA
<b>Registration Number:</b>	4251655	GREEN KB-90
<b>Registration Number:</b>	2594416	HAVANA BLOSSOM
<b>Registration Number:</b>	2588575	HAVANA BLOSSOM
<b>Registration Number:</b>	1358381	HAVANA BLOSSOM FRESHER & TASTIER
<b>Registration Number:</b>	4147583	HOME RUN
<b>Registration Number:</b>	4147663	KEY STONE
<b>Registration Number:</b>	1817068	L-50
<b>Registration Number:</b>	2911785	LONE STAR
<b>Registration Number:</b>	4146922	LONE STAR
<b>Registration Number:</b>	3332794	MOONSHINE BLEND
<b>Registration Number:</b>	2535562	NATIONAL TOBACCO
<b>Registration Number:</b>	2570970	NATIONAL TOBACCO
<b>Registration Number:</b>	4137041	OLD HILLSIDE
<b>Registration Number:</b>	3167449	OLD HILLSIDE
<b>Registration Number:</b>	4137042	OUR PRIDE
<b>Registration Number:</b>	3028098	OUR PRIDE
<b>Registration Number:</b>	4151095	PRIDE
<b>Registration Number:</b>	4968034	QUALITY · TRADITION · VALUE
<b>Registration Number:</b>	3351384	QUALITY MADE IT FAMOUS
<b>Registration Number:</b>	3703294	QUALITY MADE IT FAMOUS BEECH NUT EST 189
<b>Registration Number:</b>	3854466	RED CAP
<b>Registration Number:</b>	4298306	RED CAP
<b>Registration Number:</b>	4089989	RED SUPREME
<b>Registration Number:</b>	4125752	RIPTIDE
<b>Registration Number:</b>	4133234	RIPTIDE
<b>Registration Number:</b>	4214253	RIPTIDE
<b>Registration Number:</b>	3375872	RIVERMONT
<b>Registration Number:</b>	4136987	ROCK CASTLE
<b>Registration Number:</b>	4147584	SEQUOIA
<b>Registration Number:</b>	4553094	STOKER'S
<b>Registration Number:</b>	3170831	STOKER'S
<b>Registration Number:</b>	4926628	STOKER'S
<b>Registration Number:</b>	2071640	STOKER'S
<b>Registration Number:</b>	2359709	STOKER'S CLASSIC
<b>Registration Number:</b>	4498214	STOKER'S COUNTRY
<b>Registration Number:</b>	3740942	STOKER'S SINCE 1940

Property Type	Number	Word Mark
Registration Number:	4950632	STOKER'S SINCE 1940
Registration Number:	4117820	STRAIGHT UP
Registration Number:	2027975	TENNESSEE CHEW
Registration Number:	3239885	TENNESSEE CHEW
Registration Number:	2381424	TEQUILA SUNRISE
Registration Number:	4151029	THUNDER BAY
Registration Number:	2508886	TROPHY
Registration Number:	2508885	TROPHY
Registration Number:	3741010	
Registration Number:	2495704	
Registration Number:	2679622	
Registration Number:	2666702	
Registration Number:	2666703	
Registration Number:	2666704	
Registration Number:	4926625	
Registration Number:	1879989	TROPHY THE SPORTSMAN'S CHEW
Serial Number:	86815098	BIG BAG BIG SAVINGS
Serial Number:	86079358	LONE STAR
Serial Number:	78635724	NUMBER 2
Serial Number:	78635739	NUMBER 2
Serial Number:	86079355	RIPTIDE
Serial Number:	86084458	RIPTIDE
Serial Number:	85360310	STRAIGHT UP
Serial Number:	86079314	THUNDER BAY
Serial Number:	78635686	NO. 1

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**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

<b>NAME OF SUBMITTER:</b>	Andrea Gniadek
<b>SIGNATURE:</b>	/Michael Barys/
<b>DATE SIGNED:</b>	03/22/2017

**Total Attachments: 22**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
National Tobacco Company, L.P.

Individual(s)       Association  
 Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other \_\_\_\_\_

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
Additional names, addresses, or citizenship attached?  No

Name: Prospect Capital Corporation, second lien holder

Street Address: 10 East 40th Street, 42nd Floor

City: New York

State: New York

Country: USA      Zip: 10016

Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship Maryland  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) February 17, 2017

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)      Text  
See Exhibit A attached hereto and made a part hereof.

B. Trademark Registration No.(s)  
See Exhibit A attached hereto and made a part hereof.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Andrea Gniadek, Project Assistant

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois      Zip: 60803

Phone Number: 312-845-5132

Docket Number: 4208765

Email Address: serdiuk@chapman.com

**6. Total number of applications and registrations involved:** 8

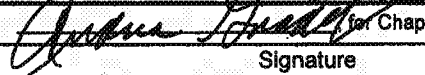
**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ \_\_\_\_\_

Authorized to be charged to deposit account  
 Enclosed

**8. Payment information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**  for Chapman and Cutler LLP      February 17, 2017

Signature      Date

Andrea Gniadek, Project Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 20

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO PROSPECT CAPITAL CORPORATION PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY PROSPECT CAPITAL CORPORATION HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE SECOND LIEN INTERCREDITOR AGREEMENT, DATED AS OF FEBRUARY 17, 2017 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "*SECOND LIEN INTERCREDITOR AGREEMENT*"), AMONG FIFTH THIRD BANK, AN OHIO BANKING CORPORATION, AS FIRST LIEN COLLATERAL AGENT (AS DEFINED THEREIN) FOR THE FIRST LIEN CLAIMHOLDERS (AS DEFINED THEREIN), AND PROSPECT CAPITAL CORPORATION, A MARYLAND CORPORATION, AS SECOND LIEN COLLATERAL AGENT (AS DEFINED THEREIN) FOR THE SECOND LIEN CLAIMHOLDERS (AS DEFINED THEREIN). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SECOND LIEN INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE SECOND LIEN INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

#### 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 PROSPECT CAPITAL CORPORATION, a Maryland 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 Second 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*"), Administrative Agent, and Fifth Third Bank, an Ohio banking corporation, as Administrative Sub-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 Second 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.**

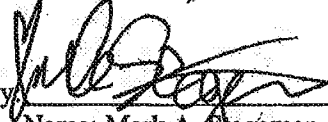
All notices and other communications provided for herein shall be (i) in writing, (ii) delivered and deemed received in accordance with the procedures set forth in Section 11.3 of the Credit Agreement and (iii) addressed to the parties at the address, facsimile number or email address provided therein. 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]

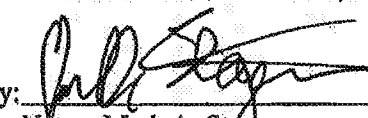
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

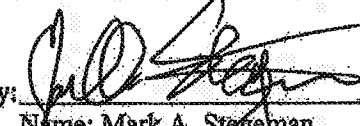
INTREPID BRANDS, LLC

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

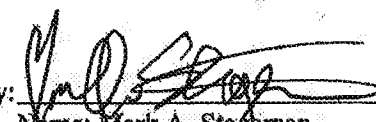
NATIONAL TOBACCO COMPANY, L.P.

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

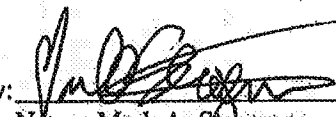
NORTH ATLANTIC OPERATING COMPANY, INC.

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.

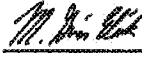
By:   
Name: Mark A. Stegeman  
Title: Senior Vice President and Chief  
Financial Officer

[Signature Page to Trademark Security Agreement (Second Lien)]

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

PROSPECT CAPITAL CORPORATION, a Maryland  
corporation

By: 

Name: M. Grier Eliasek

Title: President and Chief Operating Officer

[Signature Page to Trademark Security Agreement--Second Lien]

TRADEMARK

REEL: 006015 FRAME: 0763

EXHIBIT A  
NATIONAL TOBACCO COMPANY, L.P.



REGISTRATION NUMBERS
1,817,067
4,102,075
4,282,388
4,081,343
896,764
1,208,850
4,164,901
4,432,045
4,321,666
4,672,274
4,227,611
2,518,530
4,118,850
2,624,913
1,904,573
2,740,903
3,093,811
4,122,848
4,672,275
4,243,368
4,251,655
2,594,416
2,588,575
1,358,381
4,147,583
4,147,663
1,817,068
2,911,785
4,146,922
3,332,794
2,535,562
2,570,970
4,137,041
3,167,449
4,137,042
3,028,098
4,151,095
4,968,034
3,351,384
3,703,294





Exhibit A.docx



3,854,466
4,298,306
4,089,989
4,125,752
4,133,234
4,125,752
4,214,253
3,375,872
4,136,987
4,147,584
4,553,094
3,170,831
4,926,628
2,071,640
2,359,709
4,498,214
3,740,942
4,950,632
4,117,820
2,027,975
3,239,885
2,381,424
4,151,029
2,508,886
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3,741,010
2,495,704
2,679,622
2,666,702
2,666,703
2,666,704
4,926,625
1,879,989
APPLICATION NUMBERS
86/815,098
86/079,358
78/635,724
78/635,739
86/079,355
86/084,458
86/084,458
85/360,310
86/079,314
78/635,686

Exhibit A.docx



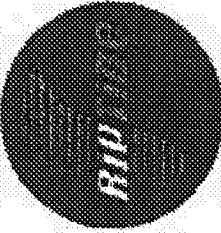
**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**




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






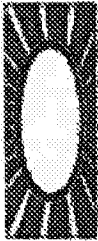
				
National Tobacco Company, L.P.	Black Cane		4,321,666	April 16, 2013
National Tobacco Company, L.P.	Black Lighting		4,672,274	January 13, 2015
National Tobacco Company, L.P.	Black Stinger		4,227,611	October 16, 2012
National Tobacco Company, L.P.	Durango		2,518,530	December 11, 2001
National Tobacco Company, 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

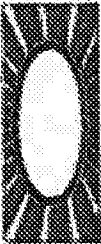


National Tobacco Company, L.P.	Havana Blossom (Stylized) 	2,588,575	July 2, 2002
National Tobacco Company, L.P.	Havana Blossom Fresher & Taster & Design 	1,358,381	September 3, 1985
National Tobacco Company, L.P.	Home Run	4,147,583	May 22, 2012
National Tobacco Company, L.P.	Key Stone	4,147,563	May 22, 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 Original Chewing Tobacco & Design	3,703,294	October 27, 2009





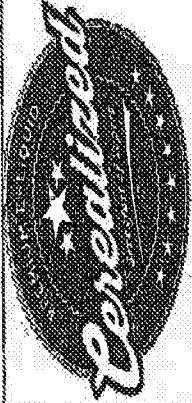

				
National Tobacco Company, L.P.	Red Cap		3,854,466	September 28, 2010
National Tobacco Company, L.P.	Red Cap & Design		4,298,306	March 5, 2013
				
National Tobacco Company, L.P.	Red Supreme		4,089,989	January 24, 2012
National Tobacco Company, L.P.	Riptide		4,125,752	April 10, 2012
National Tobacco Company, 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		4,553,094	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.	 Trophy & Design	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

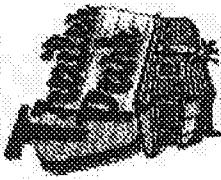

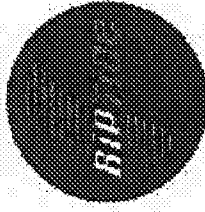
National Tobacco Company, L.P.		2,666,704	December 24, 2002
National Tobacco Company, L.P.		4,926,625	March 29, 2016
National Tobacco Company, L.P.	TROPHY THE SPORTSMAN'S CHEW North Atlantic Operating Company	1,879,989	February 21, 1995
North Atlantic Operating Company, Inc.		2,610,473	August 20, 2002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


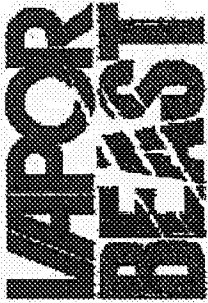
North Atlantic Operating Company, Inc.	Zig Zag	1,472,580	January 12, 1988
North Atlantic Operating Company, Inc.	Zigarettes	4,135,544	May 1, 2012
North Atlantic Operating Company, Inc.	Zig-Zag	3,867,900	October 26, 2010
North Atlantic Operating Company, Inc.	 <b>ZIG-ZAG</b> Zig-Zag & Design	1,775,416	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.	CEREALIZED PREMIUM E-LIQUID BREAKFAST OF VAPERS & Design	4,940,008	April 19, 2016

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

Intrepid 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	
RBJ 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	



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

TRADEMARK