

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440376

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vapor Shark, LLC		07/28/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank, as Administrative Agent		
<b>Street Address:</b>	38 Fountain Square Plaza		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	Banking Corp.: OHIO		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4791826	GREEN SPOT	
<b>Registration Number:</b>	4783280	FOG FATHER	
<b>Registration Number:</b>	4787295	FOGETABOUTIT	
<b>Registration Number:</b>	4681760	MINNOW	
<b>Registration Number:</b>	4837761	MOD POD	
<b>Registration Number:</b>	4740915	SOUTHERNMOST VAPE SHOP	
<b>Registration Number:</b>	4639887	WET YOUR WICKS	
<b>Registration Number:</b>	4681794	WET YOUR WICKS	
<b>Registration Number:</b>	4810255	ZIP CHARGE	
<b>Registration Number:</b>	4994975	DOLLAR VAPE CLUB	
<b>Serial Number:</b>	87032025	DOLLAR VAPE CLUB	
<b>Registration Number:</b>	4909895	GREEN SPOT	
<b>Registration Number:</b>	5146024	MODFUSION	
<b>Registration Number:</b>	5049599	SMOKED CUSTARD	
<b>Registration Number:</b>	5049598	SMOKY LABS	
<b>Registration Number:</b>	4993354	SPARK	
<b>Serial Number:</b>	86958672	VAPOR SHARK	
<b>Registration Number:</b>	4571455	VAPORSHARK	
<b>Serial Number:</b>	86626010	CANNA FLASK	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4168995	VAPORSHARK
Serial Number:	86712765	MOON PIGEON
Serial Number:	87151345	SWITCHBOX
Registration Number:	4999898	VÓRTICE
Registration Number:	4807970	VAPE SHIELD
Registration Number:	4601537	VAPORSHARK

**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

**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>	08/23/2017

**Total Attachments: 11**  
source=05. First Lien Trademark Collateral Agreement[3][4]#page1.tif  
source=05. First Lien Trademark Collateral Agreement[3][4]#page2.tif  
source=05. First Lien Trademark Collateral Agreement[3][4]#page3.tif  
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source=05. First Lien Trademark Collateral Agreement[3][4]#page11.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 28th day of July, 2017, by and among 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*"; Turning Point and NATC are each individually referred to herein as a "*Borrower*" and are collectively referred to herein as 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.

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

FIFTH THIRD BANK, an Ohio banking  
corporation

By: 

Name:

MATTHIAS WARD

Title:

VP

[Signature Page to Trademark Security Agreement (Vapor Shark, LLC)]

TRADEMARK  
REEL: 006136 FRAME: 0335

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS/APPLICATIONS**

GRANTOR	COUNTRY	MARK	APPLICATION/ REGISTRATION No.	APP/REG DATE
VAPOR SHARK, LLC	USA	GREEN SPOT	4791826	AUGUST 11, 2015
VAPOR SHARK, LLC	USA	FOG FATHER	4783280	JULY 28, 2015
VAPOR SHARK, LLC	USA	FORGETABOUTIT	4787295	AUGUST 4, 2015
VAPOR SHARK, LLC	USA	MINNOW (STYLIZED)	4681760	FEBRUARY 3, 2015
VAPOR SHARK, LLC	USA	MOD POD	4837761	OCTOBER 20, 2015
VAPOR SHARK, LLC	USA	SOUTHERNMOST VAPE SHOP	4740915	MAY 19, 2015
VAPOR SHARK, LLC	USA	WET YOUR WICKS	4639887	NOVEMBER 18, 2014
VAPOR SHARK, LLC	USA	WET YOUR WICKS	4681794	FEBRUARY 3, 2015
VAPOR SHARK, LLC	USA	ZIP CHARGE	4810255	SEPTEMBER 8, 2015
VAPOR SHARK, LLC	USA	DOLLAR VAPE CLUB	4994975	JULY 5, 2016
VAPOR SHARK, LLC	USA	DOLLAR VAPE CLUB AND DESIGN	87032025	MAY 10, 2016
VAPOR SHARK, LLC	USA	GREEN SPOT	4909895	MARCH 1, 2016
VAPOR SHARK, LLC	USA	MODFUSION	5146024	FEBRUARY 21, 2017
VAPOR SHARK, LLC	USA	SMOKED CUSTARD (STYLIZED)	5049599	SEPTEMBER 27, 2016
VAPOR SHARK, LLC	USA	SMOKEY LABS (AND DESIGN)	5049598	SEPTEMBER 27, 2016
VAPOR SHARK, LLC	USA	SPARK (STYLIZED)	4993354	JULY 5, 2016
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VAPOR SHARK, LLC	USA	VAPORSHARK (AND DESIGN)	4571455	JULY 22, 2014
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VAPOR SHARK, LLC	USA	VAPORSHARK	4168995	JULY 3, 2012
VAPOR SHARK, LLC	USA	MOON PIGEON	86712765	AUGUST 3, 2015
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### WITNESSETH:

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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.

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*.

[SIGNATURE PAGE FOLLOWS]

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.

GRANTOR:

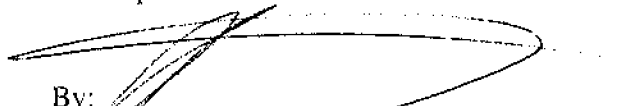
VAPOR SHARK, LLC

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

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

FIFTH THIRD BANK, an Ohio banking  
corporation

By:   
Name: MATTHIAS WARD  
Title: VP

[Signature Page to Trademark Security Agreement (Vapor Shark, LLC)]

**TRADEMARK**  
**REEL: 006136 FRAME: 0341**

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

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VAPOR SHARK, LLC	USA	VAPORSHARK	4601537	SEPTEMBER 9, 2014

### 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):**

Vapor Shark, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other a Delaware limited liability
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) July 28, 2017

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Fifth Third Bank, as Administrative Agent

Street Address: 38 Fountain Square Plaza

City: Cincinnati

State: Ohio

Country: United States Zip: 45263

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Banking Corp. Citizenship Ohio

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)

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

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule B attached hereto and made a part hereof.

See Schedule B 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

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-5132

Docket Number: 4208765

Email Address: serdiuk@chapman.com

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

25

**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: Andrea Gniadek for Chapman and Cutler LLP

August 22, 2017

Signature

Date

Andrea Gniadek, Project Assistant

Name of Person Signing

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

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450