

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vapor Beast LLC		03/07/2018	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: 16			
Property Type	Number	Word Mark	
Registration Number:	4901509	CEREALIZED	
Registration Number:	4940008	CEREALIZED PREMIUM E-LIQUID BREAKFAST OF	
Registration Number:	4913644	CLOUD BEAST	
Registration Number:	5191068	HOG WILD	
Registration Number:	5203780	HOG WILD	
Registration Number:	5059694	JUICE HOG	
Registration Number:	5059695	JUICE HOG	
Registration Number:	5059043	KEEP IT BEAST	
Registration Number:	5098298	MODZILLA	
Registration Number:	5098299	MODZILLA	
Serial Number:	87537232	NUCLEAR	
Registration Number:	5191070	SQUEEZEE	
Registration Number:	5191071	SQUEEZEE	
Registration Number:	5153648	VAPOR BEAST	
Serial Number:	87615415	VAPOR BEAST	
Serial Number:	87633272	VAPOR BEAST	
CORRESPONDENCE DATA			
Fax Number:			

OP \$415.00 4901509

TRADEMARK

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@clarivate.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:	03/08/2018

Total Attachments: 9
source=Pages from Trademark (002)-2#page1.tif
source=Pages from Trademark (002)-2#page2.tif
source=Pages from Trademark (002)-2#page3.tif
source=Pages from Trademark (002)-2#page4.tif
source=Pages from Trademark (002)-2#page5.tif
source=Pages from Trademark (002)-2#page6.tif
source=Pages from Trademark (002)-2#page7.tif
source=Pages from Trademark (002)-2#page8.tif
source=Pages from Trademark (002)-2#page9.tif

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 Beast LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Delaware Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 7, 2018

- 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 Agent

Street Address: 38 Fountain Square Plaza

City: Cincinnati

State: Ohio

Country: USA Zip: 45263

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Ohio
- 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)

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 60603

Phone Number: 312-845-5132

Docket Number: 4208765

Email Address: serdiuk@chapman.com

6. Total number of applications and registrations involved:

16

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: [Signature] for Chapman and Cutler LLP

March 7, 2018

Signature

Date

Andrea Gniadek, Project Assistant

Name of Person Signing

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

9

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

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 7th day of March, 2018, 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 Amended and Restated First Lien Credit Agreement dated as of March 7, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*"), which amends and restates the First Lien Credit Agreement dated as of February 17, 2017 (the "*Original Credit Agreement*"), by and among Turning Point Brands, Inc., a Delaware corporation (the "*Borrower*"), 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 Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, in connection with the Original Credit Agreement, the Grantors have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, a 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 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.

GRANTORS:

INTREPID BRANDS, LLC

By: 
Name: _____
Title: _____


NATIONAL TOBACCO COMPANY, L.P.

By: 
Name: _____
Title: _____

NORTH ATLANTIC OPERATING COMPANY, INC.

By: 
Name: _____
Title: _____

VAPOR BEAST LLC

By: 
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

FIFTH THIRD BANK, an Ohio banking
corporation

By: 

Name: MATT WARD

Title: VP

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006301 FRAME: 0174

EXHIBIT A
TO
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS/APPLICATIONS

GRANTOR	COUNTRY	MARK	APPLICATION/ REGISTRATION NO.	APP/REG DATE
VAPOR BEAST LLC	US	CEREALIZED	4,901,509	FEBRUARY 16, 2016
VAPOR BEAST LLC	US	CEREALIZED (DESIGN)	4,940,008	APRIL 19, 2016
VAPOR BEAST LLC	US	CLOUD BEAST	4,913,644	MARCH 8, 2016
VAPOR BEAST LLC	US	HOG WILD	5,191,068	APRIL 25, 2017
VAPOR BEAST LLC	US	HOG WILD (DESIGN)	5,203,780	MAY 16, 2017
VAPOR BEAST LLC	US	JUICE HOG	5,059,694	OCTOBER 11, 2016
VAPOR BEAST LLC	US	JUICE HOG (DESIGN)	5,059,695	OCTOBER 11, 2016
VAPOR BEAST LLC	US	KEEP IT BEAST	5,059,043	OCTOBER 11, 2016
VAPOR BEAST LLC	US	MODZILLA	5,098,298	DECEMBER 13, 2016
VAPOR BEAST LLC	US	MODZILLA (DESIGN)	5,098,299	DECEMBER 13, 2016
VAPOR BEAST LLC	US	NUCLEAR	87/537,232	JULY 21, 2017
VAPOR BEAST LLC	US	SQUEEZEE	5,191,070	APRIL 25, 2017
VAPOR BEAST LLC	US	SQUEEZEE (DESIGN)	5,191,071	APRIL 25, 2017
VAPOR BEAST LLC	US	VAPOR BEAST	5,153,648	MARCH 7, 2017
VAPOR BEAST LLC	US	VAPOR BEAST	87/615,415	SEPTEMBER 20, 2017
VAPOR BEAST LLC	US	VAPOR BEAST (DESIGN)	87/633,272	OCTOBER 4, 2017

SCHEDULE I
TO
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS/APPLICATIONS

GRANTOR	COUNTRY	MARK	APPLICATION/ REGISTRATION NO.	APP/REG DATE
INTREPID BRANDS, LLC	US	FEELING PRIMAL?	87/554,468	AUGUST 3, 2017
INTREPID BRANDS, LLC	US	PRIMAL	87/520,732	JULY 9, 2017
INTREPID BRANDS, LLC	US	PRIMAL (DESIGN)	87/521,481	JULY 10, 2017
INTREPID BRANDS, LLC	US		87/521,454	JULY 10, 2017
NATIONAL TOBACCO COMPANY, L.P.	US	BIG MOUNTAIN	3,463,011	JULY 8, 2008
NATIONAL TOBACCO COMPANY, L.P.	US	BIG MOUNTAIN	4,106,710	FEBRUARY 28, 2012
NATIONAL TOBACCO COMPANY, L.P.	US	BIG RED	4,313,846	APRIL 2, 2013
NATIONAL TOBACCO COMPANY, L.P.	US	BLACK MOUNTAIN	3,929,006	APRIL 21, 2017
NATIONAL TOBACCO COMPANY, L.P.	US	CHUFF	4,218,074	OCTOBER 2, 2012
NATIONAL TOBACCO COMPANY, L.P.	US	RIPTIDE	87/782,290	FEBRUARY 2, 2018
NATIONAL TOBACCO COMPANY, L.P.	US	RIPSTICK	87/782,307	FEBRUARY 2, 2018
NATIONAL TOBACCO COMPANY, L.P.	US	SNAKE RIVER	4,006,301	OCTOBER 14, 2016
NATIONAL TOBACCO COMPANY, L.P.	US	SPRINGFIELD STANDARD	4,081,492	JANUARY 3, 2012
NATIONAL TOBACCO COMPANY, L.P.	US	SPRINGFIELD STANDARD	87/753,190	JANUARY 12, 2018
NORTH ATLANTIC OPERATING COMPANY, INC.	US	ZIG ZAG CLASSIC AMERICAN BLEND	2,780,643	SEPTEMBER 19, 2001

NORTH ATLANTIC OPERATING COMPANY, INC.	US	ZIGARI	4,144,091	JANUARY 27, 2012
VAPOR BEAST LLC	US	CEREALIZED	4,901,509	FEBRUARY 16, 2016
VAPOR BEAST LLC	US	CEREALIZED (DESIGN)	4,940,008	APRIL 19, 2016
VAPOR BEAST LLC	US	CLOUD BEAST	4,913,644	MARCH 8, 2016
VAPOR BEAST LLC	US	HOG WILD	5,191,068	APRIL 25, 2017
VAPOR BEAST LLC	US	HOG WILD (DESIGN)	5,203,780	MAY 16, 2017
VAPOR BEAST LLC	US	JUICE HOG	5,059,694	OCTOBER 11, 2016
VAPOR BEAST LLC	US	JUICE HOG (DESIGN)	5,059,695	OCTOBER 11, 2016
VAPOR BEAST LLC	US	KEEP IT BEAST	5,059,043	OCTOBER 11, 2016
VAPOR BEAST LLC	US	MODZILLA	5,098,298	DECEMBER 13, 2016
VAPOR BEAST LLC	US	MODZILLA (DESIGN)	5,098,299	DECEMBER 13, 2016
VAPOR BEAST LLC	US	NUCLEAR	87/537,232	JULY 21, 2017
VAPOR BEAST LLC	US	SQUEEZEE	5,191,070	APRIL 25, 2017
VAPOR BEAST LLC	US	SQUEEZEE (DESIGN)	5,191,071	APRIL 25, 2017
VAPOR BEAST LLC	US	VAPOR BEAST	5,153,648	MARCH 7, 2017
VAPOR BEAST LLC	US	VAPOR BEAST	87/615,415	SEPTEMBER 20, 2017
VAPOR BEAST LLC	US	VAPOR BEAST (DESIGN)	87/633,272	OCTOBER 4, 2017