

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vapor Acquisitions Company, LLC		07/26/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Prospect Capital Corporation, as Agent		
Street Address:	10 East 40th Street, 42nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4792212	NATIONAL VAPOR SUPPLY	
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:	emily.klump@clarivate.com		
Correspondent Name:	Laura L. Dunn		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Emily Klump		
SIGNATURE:	/Emily Klump/		
DATE SIGNED:	09/20/2018		
Total Attachments: 11			
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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):

Vapor Acquisitions Company, LLC

- Individual(s) Association
- Partnership Limited Partnership
- Corporation- State: _____
- Other Delaware limited liability company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) July 26, 2018

- Assignment Merger
- Security Agreement Change of Name
- Other Trademark Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Prospect Capital Corporation, as Agent

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)

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

A. Trademark Application No.(s) Text

See Schedule 6

B. Trademark Registration No.(s)

See Schedule 6

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: Laura L. Dunn

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3408

Docket Number: _____

Email Address: ldunn@chapmafi.com

6. Total number of applications and registrations involved:

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: Laura L. Dunn for Chapman and Cutler LLP

Signature

Laura L. Dunn, Paralegal

Name of Person Signing

September 18, 2018

Date

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

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

SUPPLEMENT TO SCHEDULE 5

PLEGDED COMPANIES; PLEDGED INVESTMENT PROPERTY

COMPANY	OWNER	JURISDICTION OF ORGANIZATION	NO. (AND TYPE) OF ISSUED SHARES/UNITS	CERTIFICATE NO. (IF ANY)	PERCENTAGE OF ISSUER'S EQUITY INTERESTS
Vapor Acquisitions Company, LLC	Turning Point Brands, LLC	DE	100% interest	N/A	100%

SUPPLEMENT TO SCHEDULE 6

TRADEMARKS

REGISTERED TRADEMARKS:

COMPANY	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
Vapor Acquisitions Company, LLC	NATIONAL VAPOR SUPPLY	4792212	08/11/2015

UNREGISTERED TRADEMARKS, SERVICE MARKS AND FLAVOR DESIGNATIONS (TO THE EXTENT USED AS TRADEMARKS):

COMPANY	TRADEMARK
Vapor Acquisitions Company, LLC	Nightmare on Vape Street
Vapor Acquisitions Company, LLC	Revelation
Vapor Acquisitions Company, LLC	Sinful
Vapor Acquisitions Company, LLC	Massacre Milk

JOINDER TO SECOND LIEN GUARANTY AND SECURITY AGREEMENT

THIS JOINDER TO SECOND LIEN GUARANTY AND SECURITY AGREEMENT (this "*Agreement*") dated as of this 26th day of July from VAPOR ACQUISITIONS COMPANY, LLC, a Delaware limited liability company (the "*New Guarantor and Grantor*"), to Prospect Capital Corporation, a Maryland corporation ("*Prospect*"), as administrative agent for the Secured Parties (defined in the Second Lien Guaranty and Security Agreement hereinafter identified and defined) (Prospect acting as such agent and any successor or successors to Prospect in such capacity being hereinafter referred to as the "*Administrative Agent*").

PRELIMINARY STATEMENTS

A. Turning Point Brands, Inc., a Delaware corporation (the "*Borrower*") and certain other parties have executed and delivered to the Administrative Agent that certain Second Lien Guaranty and Security Agreement dated as of February 17, 2017, as amended by that certain Omnibus Amendment, Reaffirmation Agreement, and Joinder dated March 7, 2018 (such Second Lien Guaranty and Security Agreement, as the same may from time to time be amended, modified or restated, including supplements thereto which add additional parties as Guarantors and/or Grantors thereunder, being hereinafter referred to as the "*Guaranty and Security Agreement*"), pursuant to which such Guarantors (the "*Existing Guarantors*") have guaranteed the Secured Obligations (as defined in the Guaranty and Security Agreement) and such Grantors have granted to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in the Existing Grantors' Collateral (as such term is defined in the Guaranty and Security Agreement) to secure such Secured Obligations.

B. The Borrower provides the New Guarantor and Grantor with substantial financial, managerial, administrative, and technical support and the New Guarantor and Grantor will benefit, directly and indirectly, from credit and other financial accommodations extended by the Secured Parties to the Borrower.

NOW, THEREFORE, FOR VALUE RECEIVED, and in consideration of advances made or to be made, or credit accommodations given or to be given, to the Borrower by the Secured Parties from time to time, the New Guarantor and Grantor hereby agrees as follows:

1. The New Guarantor and Grantor acknowledges and agrees that it shall become a "Guarantor" and "Grantor" party to the Guaranty and Security Agreement effective upon the date the New Guarantor and Grantor's execution of this Agreement and the delivery of this Agreement to the Administrative Agent, and that upon such execution and delivery, all references in the Guaranty and Security Agreement to the terms "Guarantor", "Grantor", "Guarantors", and "Grantors" shall be deemed to include the New Guarantor and Grantor. Without limiting the generality of the foregoing, the New Guarantor and Grantor hereby (a) unconditionally and irrevocably guarantees as a primary obligor and not merely as a surety the full and prompt payment when due, whether upon maturity, acceleration, or otherwise, all of the Secured Obligations and (b) repeats and reaffirms all grants, covenants, agreements,

representations, and warranties contained in the Guaranty and Security Agreement as amended hereby, each and all of which are and shall remain applicable to the Collateral from time to time owned by the New Guarantor and Grantor or in which the New Guarantor and Grantor from time to time has any rights. Also without limiting the foregoing, the New Guarantor and Grantor unconditionally grants, assigns and pledges to Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a Lien on and continuing security interest in and to all of such New Guarantor and Grantor's right, title and interest in and to the Collateral (as defined in the Guaranty and Security Agreement), including, without limitation, all of the New Guarantor and Grantor's Accounts, Chattel Paper, Instruments, General Intangibles, Letter-of-Credit Rights, Supporting Obligations, Deposit Accounts, Investment Property, Inventory, Equipment, Fixtures, Commercial Tort Claims, and all of the other Collateral described in Section 3 of the Guaranty and Security Agreement, each and all of such granting clauses being incorporated herein by reference with the same force and effect as if set forth herein in their entirety except that all references in such clauses to the Guarantors and Grantors or any of them shall be deemed to include references to the New Guarantor and Grantor. Nothing contained herein shall in any manner impair the priority of the liens and security interests heretofore granted in favor of the Administrative Agent under the Guaranty and Security Agreement.

2. Schedules 1 (Commercial Tort Claims), Schedule 2 (Copyrights), Schedule 3 (Intellectual Property Licenses), Schedule 4 (Patents), Schedule 5 (Pledged Companies; Pledged Investment Property), Schedule 6 (Trademarks), Schedule 7 (Name and Jurisdiction of Organization; Chief Executive Office; Tax Identification Numbers and Organizational Numbers), Schedule 8 (Reserved), Schedule 9 (List of Uniform Commercial Code Filing Jurisdictions), and Schedule 10 (Letter of Credit Rights) to the Guaranty and Security Agreement shall be supplemented by the information stated below with respect to the New Guarantor and Grantor:

SUPPLEMENT TO SCHEDULE 1

COMMERCIAL TORT CLAIMS

NONE.

SUPPLEMENT TO SCHEDULE 2

COPYRIGHTS

REGISTERED COPYRIGHTS:

None.

UNREGISTERED COPYRIGHTS:

All logo designs.

All product and packaging designs.

SUPPLEMENT TO SCHEDULE 3

INTELLECTUAL PROPERTY LICENSES

NONE.

SUPPLEMENT TO SCHEDULE 4

PATENTS

NONE.

Vapor Acquisitions Company, LLC	Lust
Vapor Acquisitions Company, LLC	Maiden
Vapor Acquisitions Company, LLC	Scarlet Revamped
Vapor Acquisitions Company, LLC	Gnome
Vapor Acquisitions Company, LLC	OMG
Vapor Acquisitions Company, LLC	Da Bomb
Vapor Acquisitions Company, LLC	Trainwreck
Vapor Acquisitions Company, LLC	Liquid Gold
Vapor Acquisitions Company, LLC	Milk Mustache
Vapor Acquisitions Company, LLC	Baker's Man
Vapor Acquisitions Company, LLC	Yellow cake flavor with "Cotton Bacon Bits"
Vapor Acquisitions Company, LLC	Punch'd
Vapor Acquisitions Company, LLC	Pucker Up
Vapor Acquisitions Company, LLC	Watermelon
Vapor Acquisitions Company, LLC	Blue Razz
Vapor Acquisitions Company, LLC	Bake Shop Edition
Vapor Acquisitions Company, LLC	Sticky Buns
Vapor Acquisitions Company, LLC	Pineapple Cake Pop
Vapor Acquisitions Company, LLC	Coffee Shop Edition
Vapor Acquisitions Company, LLC	Caramel Cone
Vapor Acquisitions Company, LLC	Frattriberry
Vapor Acquisitions Company, LLC	David's Latte

Vapor Acquisitions Company, LLC	The Drip Co.
Vapor Acquisitions Company, LLC	Baklava
Vapor Acquisitions Company, LLC	Bourbon Barrel
Vapor Acquisitions Company, LLC	Da Cake
Vapor Acquisitions Company, LLC	Drip Flurry
Vapor Acquisitions Company, LLC	Lil Scrappy
Vapor Acquisitions Company, LLC	The Drip Co. Certified
Vapor Acquisitions Company, LLC	Crisp Tobacco
Vapor Acquisitions Company, LLC	Kiwi Berry
Vapor Acquisitions Company, LLC	Triple Berry
Vapor Acquisitions Company, LLC	Wild Melon
Vapor Acquisitions Company, LLC	The Drip Company
Vapor Acquisitions Company, LLC	Cone Flakes
Vapor Acquisitions Company, LLC	Lucky Devil
Vapor Acquisitions Company, LLC	Pie
Vapor Acquisitions Company, LLC	Arctic
Vapor Acquisitions Company, LLC	Unicorn
Vapor Acquisitions Company, LLC	Murdered Out by Lyfe
Vapor Acquisitions Company, LLC	One 8 Seven
Vapor Acquisitions Company, LLC	Snitch
Vapor Acquisitions Company, LLC	Strapped

SUPPLEMENT TO SCHEDULE 7

NAME AND JURISDICTION OF ORGANIZATION; CHIEF EXECUTIVE OFFICER; TAX IDENTIFICATION NUMBERS AND ORGANIZATIONAL NUMBERS

NAME OF LOAN PARTY	STATE OF FORMATION	ORGANIZATIONAL IDENTIFICATION NUMBER	FEDERAL EMPLOYER IDENTIFICATION NUMBER	CHIEF EXECUTIVE OFFICE
Vapor Acquisitions Company, LLC	DE	6801285	82-5074885	5201 Interchange Way, Louisville, KY 40229

SUPPLEMENT TO SCHEDULE 8

RESERVED

SUPPLEMENT TO SCHEDULE 9

LIST OF UNIFORM COMMERCIAL CODE FILING JURISDICTIONS

NAME OF LOAN PARTY	UCC FILING JURISDICTION
Vapor Acquisitions Company, LLC	Delaware

SUPPLEMENT TO SCHEDULE 10

LETTER OF CREDIT RIGHTS

NONE

3. The New Guarantor and Grantor hereby acknowledges and agrees that the Secured Obligations are secured by all of the Collateral according to, and otherwise on and subject to, the terms and conditions of the Guaranty and Security Agreement to the same extent and with the same force and effect as if the New Guarantor and Grantor had originally been one of the Guarantors and Grantors under the Guaranty and Security Agreement and had originally executed the same as such a Guarantor and Grantor.

4. All capitalized terms used in this Agreement without definition shall have the same meaning herein as such terms have in the Guaranty and Security Agreement, except that any reference to the term "Guarantor" or "Grantor" or "Guarantors" or "Grantors" and any provision of the Guaranty and Security Agreement providing meaning to such term shall be deemed a reference to the New Guarantor and Grantor. Except as specifically modified hereby, all of the terms and conditions of the Guaranty and Security Agreement shall stand and remain unchanged and in full force and effect.

5. The New Guarantor and Grantor agrees to execute and deliver such further instruments and documents and do such further acts and things as the Administrative Agent may deem necessary or proper to carry out more effectively the purposes of this Agreement.

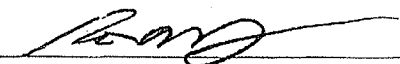
6. No reference to this Agreement need be made in the Guaranty and Security Agreement or in any other document or instrument making reference to the Guaranty and Security Agreement, any reference to the Guaranty and Security Agreement in any of such to be deemed a reference to the Guaranty and Security Agreement as modified hereby.

7. This Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) shall be effective as delivery of a manually executed counterpart hereof.

8. Section 1 of the Guaranty and Security Agreement (Definitions; Construction), Section 21 of the Guaranty and Security Agreement (Merger, Amendments; Etc.), Section 22 of the Guaranty and Security Agreement (Addresses for Notices); Section 28 of the Guaranty and Security Agreement (Survival), Section 29 of the Guaranty and Security Agreement (Governing Law, Jurisdiction, Waiver of Jury Trial, Etc.), and Section 32 of the Guaranty and Security Agreement (Miscellaneous) are hereby incorporated by reference, and shall apply to this Agreement *mutatis mutandis* as if fully set forth herein.

[Signature Pages to Follow]

VAPOR ACQUISITIONS COMPANY, LLC

By 
Name: Robert M. Lavan
Title: Chief Financial Officer

[Signature Page to Joinder to Second Lien Guaranty and Security Agreement]

TRADEMARK
REEL: 006441 FRAME: 0610

Accepted and agreed to as of the date first above written:

PROSPECT CAPITAL CORPORATION,
as Administrative Agent

By: *M. Grier Eliasek*
Name: M. Grier Eliasek
Title: President and Chief Operating Officer

[Signature Page to Joinder to Second Lien Guaranty and Security Agreement]