TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548267

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Liggett Group LLC		11/01/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	60 Livingston Ave.
Internal Address:	EP-MN-ES3C
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5257011	LS LIGGETT SELECT
Registration Number:	5591310	M MONTEGO AMERICAN MADE

CORRESPONDENCE DATA

Fax Number: 2122919868

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.

Phone: (212) 558-4229
Email: demarcor@sullcrom.com, nguyenb@sullcrom.com
Correspondent Name: Raffaele A. DeMarco
Address Line 1: 125 Broad Street
Address Line 2: Sullivan & Cromwell LLP
Address Line 4: New York, NEW YORK 10004-2498

NAME OF SUBMITTER:	Raffaele A. DeMarco
SIGNATURE:	/Raffaele A. DeMarco/
DATE SIGNED:	11/05/2019

Total Attachments: 5
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AMENDMENT NO. 1 TO TRADEMARK SECURITY AND PLEDGE AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AND PLEDGE AGREEMENT (this "Amendment"), dated as of November 1, 2019, is made by Liggett Group LLC, a Delaware limited liability company (the "Grantor"), in favor of U.S. Bank National Association, a national banking association, as collateral agent (in such capacity, the "Collateral Agent") for the Noteholders. Capitalized terms used but not otherwise defined herein having the meanings ascribed to them in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Grantor has guaranteed the Notes issued under the Indenture, dated as of January 27, 2017 (as amended, supplemented, or otherwise modified from time to time, the "Indenture"), among Vector Group Ltd. (the "Issuer"), the Grantor and certain of the Issuer's other direct and indirect subsidiaries and the Collateral Agent, in its capacity as trustee thereunder.

WHEREAS, the Grantor and the Collateral Agent entered into a Trademark Security and Pledge Agreement, dated as of January 27, 2017 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), and recorded with the United States Patent and Trademark Office on February 15, 2017 at Reel 5991, Frame 0255, pursuant to which the Grantor granted to the Collateral Agent a security interest in and to the Trademark Collateral.

WHEREAS, the Grantor has registered new Trademarks and entered into new Trademark Licenses as more fully set forth on Exhibit A attached hereto.

WHEREAS, in order to further evidence Collateral Agent's security interest in the new registrations for Trademarks and new Trademark Licenses, the Grantor has agreed to enter into this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Exhibit. Exhibit A attached to the Trademark Security Agreement is hereby amended by inserting the contents of Exhibit A attached hereto at the end thereof.

2. Confirmation and Grant of Security Interest. As collateral security for the payment and performance of all of the Secured Liabilities, and ratifying, confirming and supplementing the Grantor's prior grants of security interests in and liens upon the Trademark Collateral described in the Trademark Security Agreement, the Grantor hereby grants to the Collateral Agent, a continuing security interest in and lien on all of the Grantor's right, title and interest in all the Trademark Collateral (expressly including, without limitation, all of the Trademarks and Trademark Licenses described on Exhibit A attached to this Amendment).

3. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents

under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof.

4. Governing Law. This Amendment, the relationship between the parties hereunder and any claim or dispute (whether sounding in contract, tort, statute or otherwise) relating to this Amendment or that relationship shall be governed by and construed in accordance with law of the State of New York including section 5-1401 of the New York General Obligations Law but excluding any other conflict of law rules that would lead to the application of the law of another jurisdiction. If the law of a jurisdiction other than New York is, under section 1-105(2) of the UCC, mandatorily applicable to the perfection, priority or enforcement of any security interest granted under this Amendment in respect of any Trademark Collateral, that other law shall apply solely to the matters of perfection, priority or enforcement to which it is mandatorily applicable.

5. Entire Agreement. This Amendment contains the entire agreement of the parties hereto with respect to the subject matter hereof.

6. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Amendment.

[Signature Page Follows]

TRADEMARK
REEL: 006789 FRAME: 0321

IN WITNESS WHEREOF, Grantor and Collateral Agent have executed this Amendment as of the day and year first above written.

LIGGETT GROUP LLC, as Grantor

By: _____
Name: Ronald J. Bernstein
Title: Manager

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By: _____

Name: Joshua A. Hahn

Title: Vice President

EXHIBIT A
TO
AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations of Grantor

Trademark	Appl. No. App. Date	Reg. No. Reg. Date	Status	Owner
	86/823504 7-NOV-2015	5257011 1-AUG-2017	Registered	Liggett Group LLC
	87/524,162 11-JUL-2017	5,591,310 23-OCT-2018	Registered	Liggett Group LLC

Trademark Licenses

The non-exclusive license to use the Tourney trademark on and in connection with the cigarettes that Liggett Group LLC manufactures for Speedway LLC pursuant to the Private Label Sales and Marketing Agreement between Vector Brands LLC and Speedway LLC, dated July 1, 2018 (the term of which expires June 30, 2023)

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