

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM552332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent		12/06/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	NJOY, LLC		
Street Address:	155 6th Avenue, 2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4905962	A C	
Registration Number:	4905899	ARTIST COLLECTION	
Registration Number:	4632824	CIGARETTES, YOU'VE MET YOUR MATCH	
Registration Number:	4842637	DRAGON SCAPE	
Registration Number:	4842638	HEDON'S BITE	
Registration Number:	3427769	NJOY	
Registration Number:	4091150	NJOY	
Registration Number:	4395179	NJOY	
Registration Number:	4650214	NJOY	
Registration Number:	4752835	NJOY	
Registration Number:	4752836	NJOY	
Serial Number:	88499425	NJOY ACE	
Registration Number:	4864398	NJOY DAILY	
Registration Number:	4419653	NJOY KING	
Registration Number:	4814412	NJOY YOURSELF	
Registration Number:	4842639	PARA MOUR	
Registration Number:	4842640	SACRÉ COEUR	
Registration Number:	4842641	SAMBA SUN	

CH \$465.00 4905962

CORRESPONDENCE DATA**Fax Number:** 4156932222

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: 4156932000**Email:** crhem@cooley.com**Correspondent Name:** Cooley LLP**Address Line 1:** 101 California Street, 5th Floor**Address Line 4:** San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	338604-101
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NAME OF SUBMITTER:	C. Rhem
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SIGNATURE:	/CR/
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DATE SIGNED:	12/06/2019
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Trademark Security Agreement**”) is made this 6th day of December, 2019, between **NJOY, LLC**, a Delaware limited liability company (“**Grantor**”), and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, a national banking association, in its capacity as Collateral Agent under the Security Agreement referred to below (the “**Collateral Agent**”).

WITNESSETH:

A. NJOY Holdings, Inc., a Delaware corporation and the direct parent of Grantor (“**Holdings**”) has issued, as of December 6, 2019, and may issue, from time to time after the date hereof, certain Secured Convertible Promissory Notes (as amended, restated or otherwise modified from time to time, the “**Notes**”) in favor of certain Persons (the “**Holders**”), pursuant to which each Holder has made or has agreed to make certain advances of money and to extend certain financial accommodations to Holdings.

B. In order to induce the Holders to purchase the Notes, Grantor has executed and delivered to the Collateral Agent that certain Security Agreement dated as of December 6, 2019, made by and among Grantor, the other grantor party thereto and the Collateral Agent (as amended, restated or otherwise modified from time to time, the “**Security Agreement**”).

C. Under the terms of the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Notes.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby unconditionally grants to the Collateral Agent, for the benefit of each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

- (c) all products and proceeds of the foregoing.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include any Excluded Property.

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 Grantor to the Collateral Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under the Note Documents, Grantor hereby authorizes the Collateral Agent to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

7. THIS TRADEMARK SECURITY AGREEMENT, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER NOTE DOCUMENTS, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

8. Grantor and the Collateral Agent each irrevocably consents and agrees that any legal action, suit or proceeding against it with respect to obligations, liabilities or any other matter

arising out of or in connection with this Trademark Security Agreement may be brought in the courts of the State of New York or the courts of the United States located in the Borough of Manhattan, New York City, New York and, until amounts due and to become due in respect of this Trademark Security Agreement have been paid, hereby irrevocably consents and submits to the non-exclusive jurisdiction of each such court in personam, generally and unconditionally with respect to any action, suit or proceeding for itself in respect of its properties, assets and revenues.

Grantor and the Collateral Agent each irrevocably and unconditionally waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions, suits or proceedings arising out of or in connection with this Trademark Security Agreement brought in the courts of the State of New York or the courts of the United States located in the Borough of Manhattan, New York City, New York and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

9. Wilmington Trust, National Association is entering into this Trademark Security Agreement not in its individual or corporate capacity, but solely in its capacity as Collateral Agent under the Security Agreement. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Collateral Agent under the Security Agreement, as if such provisions were set forth herein.

[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.

NJOY, LLC, as Grantor

By: 

Name: Gregory Doyle

Title: CFO

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By: _____

Name: Joseph P. O'Donnell

Title: Vice President

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.

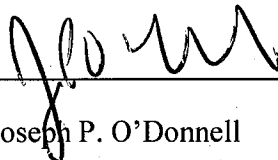
NJOY, LLC, as Grantor

By: _____

Name:

Title:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Collateral Agent

By:  _____

Name: Joseph P. O'Donnell

Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Application No.	Filing Date	Registration No.	Issue Date
AIC and Design	86/440,186	30-Oct-14	4905962	23-Feb-16
ARTIST COLLECTION	86/412,078	1-Oct-14	4905899	23-Feb-16
CIGARETTES, YOU'VE MET YOUR MATCH	85694390	3-Aug-12	4632824	4-Nov-14
DRAGON SCAPE	86/412,091	1-Oct-14	4842637	27-Oct-15
HEDON'S BITE	86/412,103	1-Oct-14	4842638	27-Oct-15
NJOY	77125612	8-Mar-07	3427769	13-May-08
NJOY	85394927	10-Aug-11	4091150	24-Jan-12
NJOY	85785672	21-Nov-12	4395179	3-Sep-13
NJOY	86072249	23-Sep-13	4650214	2-Dec-14
NJOY	86202041	24-Feb-14	4752835	9-Jun-15
NJOY	86202066	24-Feb-14	4752836	9-Jun-15
NJOY ACE	88499425	3-Jul-19		
NJOY DAILY	86/454,450	14-Nov-14	4864398	1-Dec-15
NJOY KING	85694403	3-Aug-12	4419653	15-Oct-13
NJOY YOURSELF	86/351,559	29-Jul-14	4814412	15-Sep-15
PARA MOUR	86/412,107	1-Oct-14	4842639	27-Oct-15
SACRÉ COEUR	86/412,111	1-Oct-14	4842640	27-Oct-15
SAMBA SUN	86/412,117	1-Oct-14	4842641	27-Oct-15