

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633586

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIGGET GROUP LLC		03/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 Park Avenue		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88606245	RIGHT ON THE MONEY	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	800-713-0755		
Email:	Ted.mulligan@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Jessica Hildebrandt		
SIGNATURE:	/Jessica Hildebrandt/		
DATE SIGNED:	03/22/2021		
Total Attachments: 6			
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AMENDMENT NO. 3 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 3 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of March 22, 2021, is by and between LIGGETT GROUP LLC, a Delaware limited liability company ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wachovia Bank, National Association, a national banking association, as administrative and collateral agent (in such capacity "Secured Party").

WITNESSETH:

WHEREAS, Grantor and Secured Party entered into a Trademark Security Agreement, dated as of August 16, 2007 (as the same may now exist or may hereafter be further amended, modified, renewed, extended or supplemented, the "Trademark Security Agreement"), and recorded with the United States Patent and Trademark Office on September 11, 2007 at Reel 3618, Frame 0788, as amended by Amendment No. 1 to Trademark Security Agreement, dated March 7, 2012 and recorded with the United States Patent and Trademark Office on March 9, 2012 at Reel/Frame 4735/0364, as amended by Amendment No. 2 to Trademark Security Agreement, dated October 31, 2019 and recorded with the United States Patent and Trademark Office on November 1, 2019 at Reel/Frame 6784/0854, pursuant to which Grantor granted to Secured Party a security interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, Grantor, certain affiliates thereof, Secured Party and the lenders party thereto ("Lenders") have entered into certain financing arrangements pursuant to which Lenders (or Secured Party on behalf of the Lenders) have made and may make loans and advances and provide other financial accommodations to Grantor and certain of its affiliates as set forth in (i) the Third Amended and Restated Credit Agreement, dated as of January 14, 2015 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement"), by and among Grantor, certain affiliates of Grantor, Secured Party and Lenders, (ii) the Amended and Restated Guaranty and Security Agreement, dated as of January 14, 2015 (the "Security Agreement"), by and among Grantor, certain affiliates of Grantor and Secured Party, and (iii) the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, Grantor has filed a Statement of Use with the PTO, which has been accepted, with respect to a Trademark application originally filed under intent-to-use status, which Trademark application is more fully set forth on Exhibit A attached hereto; and

WHEREAS, in order to induce Lenders to continue to provide financing arrangements to Grantor and to further evidence Secured Party's security interest in the new registrations for Trademarks and new applications to register for Trademarks, Grantor has agreed to enter into this Amendment.

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

1. Amendment to Exhibit.

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

(b) For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement shall have the meaning given to such terms in the Trademark Security Agreement.

2. Confirmation and Grant of Security Interest. To secure payment and performance of all Obligations, and ratifying, confirming and supplementing Grantor's prior grants of security interests in and liens upon the Trademark Collateral described in the Trademark Security Agreement, as collateral security heretofore granted to the Secured Party pursuant to the Trademark Security Agreement, Grantor hereby grants to Secured Party (for the benefit of each member of the Lender Group and each of the Bank Product Providers, as each such term is defined in the Credit Agreement), a security interest in and lien upon, and acknowledges and agrees that the Secured Party has and shall continue to have a pledge of and a continuing security interest in and lien on, any and all right, title and interest of Grantor, whether now existing or hereafter acquired or arising, in and to all of the Trademark Collateral (expressly including, without limitation, all of the Trademarks and applications to register for Trademarks described on Exhibit A attached to this Amendment). Notwithstanding anything to the contrary, as contemplated by the Security Agreement, the Trademark Collateral does not include any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

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. To the extent any term or provision of this Amendment conflicts with any term or provision of the Credit Agreement, as amended, the term or provision of the Credit Agreement shall control.

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

5. 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.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. 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]

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

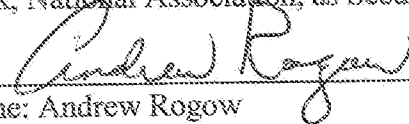
LIGGETT GROUP LLC, as Grantor

By: Nicholas P. Anson
Name: Nicholas P. Anson
Title: Manager

{Signature Page to Amendment No. 3 to Trademark Security Agreement (Liggett)}

WELLS FARGO BANK, NATIONAL
ASSOCIATION, successor by merger to Wachovia
Bank, National Association, as Secured Party

By: _____


Name: Andrew Rogow
Title: Vice President

[Signature Page to Amendment No. 3 to Trademark Security Agreement (Liggett)]

TRADEMARK
REEL: 007229 FRAME: 0034

EXHIBIT A
TO
AMENDMENT NO.3 TO TRADEMARK SECURITY AGREEMENT

I. United States Trademarks

Not applicable.

II. United States Trademark Applications

Mark	Owner	Appl. No. Filing Date
RIGHT ON THE MONEY	Liggett Group LLC	88/606,245 09/05/2019

III. Trademark Licenses

Not applicable.