

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM638346

|   |   |                       |  |
|---|---|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                           |                       |  |
| <b>CONVEYING PARTY DATA</b>   |   |                       |  |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b> | <b>Entity Type</b>                     |
| Liggett Group LLC   |   | 04/07/2021            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                       |  |
| <b>Name:</b>  | U.S. Bank National Association              |                       |  |
| <b>Street Address:</b>  | 60 Livingston Ave.                          |                       |  |
| <b>Internal Address:</b>  | EP-MN-WS3C                                  |                       |  |
| <b>City:</b>  | St. Paul                                    |                       |  |
| <b>State/Country:</b>   | MINNESOTA                                   |                       |  |
| <b>Postal Code:</b>   | 55107                                       |                       |  |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES |                       |  |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |                       |  |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>      |  |
| <b>Serial Number:</b>   | 88606245                                    | RIGHT ON THE MONEY    |  |
| <b>CORRESPONDENCE DATA</b>  |   |                       |  |
| <b>Fax Number:</b>  | 2122919868                                  |                       |  |
| <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> |   |                       |  |
| <b>Phone:</b>   | (212) 558-4229                              |                       |  |
| <b>Email:</b>   | demarcor@sullcrom.com, nguyenb@sullcrom.com |                       |  |
| <b>Correspondent Name:</b>  | Raffaele A. DeMarco                         |                       |  |
| <b>Address Line 1:</b>  | 125 Broad Street                            |                       |  |
| <b>Address Line 2:</b>  | Sullivan & Cromwell LLP                     |                       |  |
| <b>Address Line 4:</b>  | New York, NEW YORK 10004-2498               |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Raffaele A. DeMarco                         |                       |  |
| <b>SIGNATURE:</b>   | /Raffaele A. DeMarco/                       |                       |  |
| <b>DATE SIGNED:</b>   | 04/09/2021                                  |                       |  |
| <b>Total Attachments: 3</b>   |   |                       |  |
| source=Liggett - TM Security Agreement Supplement (Executed)#page1.tif  |   |                       |  |
| source=Liggett - TM Security Agreement Supplement (Executed)#page2.tif  |   |                       |  |
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OP \$40.00 88606245

AMENDMENT TO TRADEMARK SECURITY AND PLEDGE AGREEMENT

This AMENDMENT TO TRADEMARK SECURITY AND PLEDGE AGREEMENT (this “Amendment”), dated as of April 7, 2021, 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 28, 2021 (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 28, 2021 (as amended, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), and recorded with the PTO on January 28, 2021 at Reel 7172, Frame 0454, pursuant to which the Grantor granted to the Collateral Agent a security interest in and to the Trademark Collateral.

WHEREAS, the Grantor has filed a Statement of Use with the PTO with respect to the trademark application identified on Exhibit A attached hereto (the “New Trademark”).

WHEREAS, in order to further evidence Collateral Agent’s security interest in the New Trademark, 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 Schedule. Schedule A attached to the Trademark Security Agreement is, effective as of the date that the statement of use with respect to the New Trademark was accepted by the PTO, hereby amended by inserting the contents of Exhibit A attached hereto at the end of that Schedule A.
2. Supplemental Grant of Security Interest. As collateral security for the payment and performance of all of the Secured Liabilities, 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, on the terms set forth in the Trademark Security Agreement (as more fully set forth in the Security Agreement), a continuing security interest in and lien on all of the Grantor’s right, title and interest in the New Trademark.
3. Effect of this Amendment. Except as expressly supplemented 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.

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.

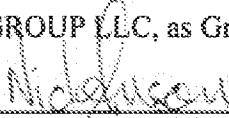
5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which 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.

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: Nicholas P. Anson

Title: Manager

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By: \_\_\_\_\_

  
Name: Joshua A. Hahn

Title: Vice President

EXHIBIT A  
TO  
AMENDMENT TO TRADEMARK SECURITY AGREEMENT

| Trademark          | Appl. No. | Application Date  |
|--------------------|-----------|-------------------|
| RIGHT ON THE MONEY | 88606245  | September 5, 2019 |