

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM731683

| | |
|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-------------------------------------|
| Tobacco Rag Processors, Inc. | | 05/31/2022 | Corporation: NORTH CAROLINA |
| Wind River Tobacco Company, LLC | | 05/31/2022 | Limited Liability Company: WYOMING |
| Wind River Sales & Distribution Company, LLC | | 05/31/2022 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------------|
| Name: | Bank of Montreal, as Agent |
| Street Address: | 320 S. Canal Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | Bank: CANADA |

PROPERTY NUMBERS Total: 24

| Property Type | Number | Word Mark |
|-----------------------------|---------|--|
| Registration Number: | 4155241 | DREAM CATCHER |
| Registration Number: | 6276932 | WIND RIVER |
| Registration Number: | 6257564 | TETON |
| Registration Number: | 6003475 | TETON NO. 18 |
| Registration Number: | 6003474 | TETON NO. 6 |
| Registration Number: | 5836425 | TETON |
| Registration Number: | 5903947 | NASHVILLE 20 CLASS A CIGARETTES 100'S RE |
| Registration Number: | 5662383 | AMERICAN BISON |
| Registration Number: | 3916865 | CANOE |
| Registration Number: | 4081406 | NASHVILLE |
| Registration Number: | 2859046 | TETON |
| Registration Number: | 3136492 | NASHVILLE |
| Registration Number: | 2902195 | AMERICAN BISON |
| Registration Number: | 2811662 | AMERICAN BISON |
| Registration Number: | 6660747 | HEMP SMOKES PERFECTED |

OP \$615.00 4155241

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------|
| Registration Number: | 6660746 | YOUR SMOKE REINVENTED |
| Registration Number: | 6393285 | KENTUCKY SELECT |
| Registration Number: | 6660271 | STR8 HMP |
| Registration Number: | 4013476 | BUCKHORN MINT |
| Registration Number: | 4013475 | BUCKHORN SMOOTH |
| Registration Number: | 4013473 | BUCKHORN MAX |
| Registration Number: | 4799926 | KENTUCKY SELECT |
| Registration Number: | 3671170 | KENTUCKY SELECT |
| Registration Number: | 4412547 | LUCCA |

CORRESPONDENCE DATA

Fax Number:

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: 18888295819
Email: john.cunningham@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 208 S. LaSalle
Address Line 2: Suite 814
Address Line 4: Chicago, ILLINOIS 60604

| | |
|---------------------------|--------------------|
| NAME OF SUBMITTER: | Nancy A. Zarazua |
| SIGNATURE: | /Nancy A. Zarazua/ |
| DATE SIGNED: | 06/01/2022 |

Total Attachments: 10
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TRADEMARK COLLATERAL AGREEMENT

This 31st day of May 2022, the undersigned Debtors (each a “*Debtor*”), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a national banking association (“*BMO*”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successors or assigns to BMO acting in such capacity being hereinafter referred to as “*Agent*”), and grants to Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor and all other Debtors as set out in that certain Security Agreement dated as of August 27, 2013 between Debtor, such other Debtors and Agent (as previously supplemented, and as further amended, restated or otherwise modified from time to time the “*Security Agreement*”). All capitalized terms used in this Trademark Collateral Agreement without definition shall have the same meaning herein as such terms have in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations.

When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by Agent.

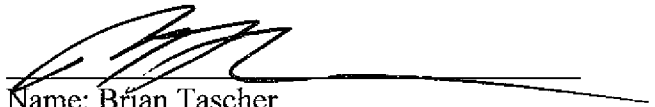
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Collateral Agreement and the other Loan Documents, and any separate letter agreements with respect to fees payable to BMO, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Trademark Collateral Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Collateral Agreement. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns and the other Loan Documents including, without limitation, any Assignment shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Illinois State Electronic Commerce Security Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WIND RIVER TOBACCO COMPANY, LLC

By 
Name: Brian Tascher
Title: Chief Financial Officer

WIND RIVER SALES & DISTRIBUTION COMPANY,
LLC

By 
Name: Brian Tascher
Title: Chief Financial Officer

TOBACCO RAG PROCESSORS, INC.

By 
Name: Brian Tascher
Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WIND RIVER TOBACCO COMPANY, LLC

By _____
Name _____
Title _____

WIND RIVER SALES & DISTRIBUTION COMPANY,
LLC

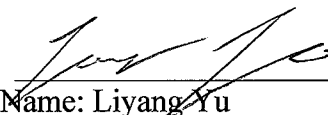
By _____
Name _____
Title _____

TOBACCO RAG PROCESSORS, INC.

By _____
Name _____
Title _____

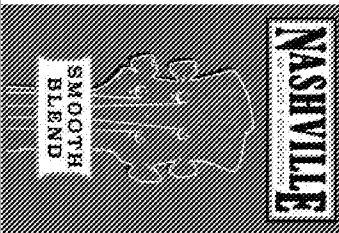
Accepted and agreed to as of the date and year last above written.



BANK OF MONTREAL, as Agent

By  _____
Name: Liyang Yu _____
Title: Vice President _____

**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT
REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

See Attached.

| Mark | Status | Serial Number | Filing Date | Registration Number | Reg. Date |
|---|--|---------------|--------------------|---------------------|-------------------|
| LUCCA | Live; Owned by Tobacco Rag Processors, Inc. | 85979937 | November 13, 2012 | 4412547 | October 1, 2013 |
| DREAM CATCHER | Live; Owned by Tobacco Rag Processors, Inc. | 85260828 | March 8, 2011 | 4155241 | June 5, 2012 |
| WIND RIVER | Live; Owned by Wind River Tobacco Company, LLC | 90058465 | July 17, 2020 | 6276932 | February 23, 2021 |
| TETON | Live; Owned by Wind River Tobacco Company, LLC | 88006426 | June 19, 2018 | 6257564 | January 26, 2021 |
| TETON No. 18 | Live; Owned by Wind River Tobacco Company, LLC | 88118529 | September 15, 2018 | 6003475 | March 3, 2020 |
| TETON No. 6 | Live; Owned by Wind River Tobacco Company, LLC | 88118528 | September 15, 2018 | 6003474 | March 3, 2020 |
| TETON | Live; Owned by Wind River Tobacco Company, LLC | 88975484 | June 19, 2018 | 5836425 | August 13, 2019 |
|  | Live; Owned by Wind River Tobacco Company, LLC | 87776589 | January 30, 2018 | 5903947 | November 5, 2019 |
| AMERICAN BISON | Live; Owned by Wind River Tobacco Company, LLC | 87543180 | July 26, 2017 | 5662383 | January 22, 2019 |
| CANOE | Live; Owned by Wind River Tobacco Company, LLC | 85069279 | June 23, 2010 | 3916865 | February 8, 2011 |

| Mark | Status | Serial Number | Filing Date | Registration Number | Reg. Date |
|---|---|---------------|--------------------|---------------------|------------------|
| NASHVILLE | Live; Owned by Wind River Tobacco Company, LLC | 85975816 | January 10, 2011 | 4081406 | January 3, 2012 |
| TETON (typed drawing) | Live; Owned by Wind River Tobacco Company, LLC | 78975378 | June 26, 2002 | 2859046 | June 29, 2004 |
| NASHVILLE (typed drawing) | Live; Owned by Wind River Tobacco Company, LLC | 78309564 | October 6, 2003 | 3136492 | August 29, 2006 |
| AMERICAN BISON (typed drawing) | Live; Owned by Wind River Tobacco Company, LLC | 78108302 | February 12, 2002 | 2902195 | November 9, 2004 |
| A M E R I C A N BISON  | Live; Owned by Wind River Tobacco Company, LLC | 78086399 | October 1, 2001 | 2811662 | February 3, 2004 |
|  | | | | | |
| HEMP SMOKES PERFECTED | Live; Owned by Wind River Sales & Distribution Company, LLC | 90191815 | September 18, 2020 | 6660747 | March 1, 2022 |
| YOUR SMOKE REINVENTED | Live; Owned by Wind River Sales & Distribution Company, LLC | 90191459 | September 18, 2020 | 6660746 | March 1, 2022 |

| Mark | Status | Serial Number | Filing Date | Registration Number | Reg. Date |
|------------------------|---|---------------|------------------|---------------------|-----------------|
| KENTUCKY SELECT | Live; Owned by Wind River Sales & Distribution Company, LLC | 90059307 | July 17, 2020 | 6393285 | June 22, 2021 |
| STR8 HMP | Live; Owned by Wind River Sales & Distribution Company, LLC | 88766861 | January 21, 2020 | 6660271 | March 1, 2022 |
| BUCKHORN MINT | Live; Owned by Wind River Sales & Distribution Company, LLC | 85042315 | May 19, 2010 | 4013476 | August 16, 2011 |
| BUCKHORN SMOOTH | Live; Owned by Wind River Sales & Distribution Company, LLC | 85042304 | May 19, 2010 | 4013475 | August 16, 2011 |
| BUCKHORN MAX | Live; Owned by Wind River Sales & Distribution Company, LLC | 85042286 | May 19, 2010 | 4013473 | August 16, 2011 |
| KENTUCKY SELECT | Live; Owned by Wind River Sales & Distribution Company, LLC | 85357796 | June 28, 2011 | 4799926 | August 25, 2015 |
| Kentucky Select | Live; Owned by Wind River Sales & Distribution Company, LLC | 77472746 | May 13, 2008 | 3671170 | August 18, 2009 |

TRADEMARK

REEL: 007739 FRAME: 0807

RECORDED: 06/01/2022