

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM741412

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Tobacco Cooperative Inc.		06/14/2022	Corporation: NORTH CAROLINA
U.S. Flue-Cured Tobacco Growers, Inc.		06/14/2022	Corporation: NORTH CAROLINA
Premier Manufacturing, Inc.		06/14/2022	Corporation: MISSOURI
King Maker Marketing, Inc.		06/14/2022	Corporation: NEW JERSEY
Franchise Wholsale Co., L.L.C.		06/14/2022	Limited Liability Company: MISSOURI

## RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	500 First Avenue
<b>Internal Address:</b>	Commercial Loan Service Center/DCC
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	5336002	US TOBACCO COOPERATIVE
Registration Number:	5324380	US TOBACCO COOPERATIVE
Registration Number:	5192275	US TC
Registration Number:	3687604	USA
Registration Number:	4489708	A PRODUCT OF US FARMERS
Serial Number:	97251857	PASSPORT
Serial Number:	90141276	FACT
Serial Number:	88622457	PASSPORT
Serial Number:	88622453	FACT
Registration Number:	4859054	1839
Registration Number:	4264259	
Registration Number:	4406649	TRAFFIC

OP \$1165.00 5336002

Property Type	Number	Word Mark
Registration Number:	4264264	ULTRA BUY
Registration Number:	4264261	UB
Registration Number:	4264241	SHIELD
Registration Number:	4264230	
Registration Number:	3357473	1839
Registration Number:	3262786	1839
Registration Number:	4006533	EXPERIENCE THE FREEDOM
Registration Number:	3541616	EXPERIENCE THE FREEDOM
Registration Number:	3501659	
Registration Number:	2659270	UB ULTRA BUY
Registration Number:	2044498	ULTRA BUY
Registration Number:	2014384	1ST CLASS
Registration Number:	1926639	SHIELD
Registration Number:	1780498	
Serial Number:	97251845	HI-VAL
Serial Number:	97064602	ACE
Serial Number:	90500540	
Serial Number:	90155774	TIMBERLAKE
Serial Number:	90155759	SOUTHFIELD
Serial Number:	90155747	GRAYSONS
Serial Number:	90155766	THREE OAKS
Registration Number:	4798132	A ACE
Registration Number:	4408500	GOLD CREST GC
Registration Number:	4177036	WH
Registration Number:	4177011	WILDHORSE
Registration Number:	4199091	WH
Registration Number:	4202808	WILDHORSE
Registration Number:	3496055	WILDHORSE
Registration Number:	3455154	GOLD CREST
Registration Number:	2958683	ACE
Registration Number:	2858686	HI-VAL
Registration Number:	1982447	CHECKERS
Registration Number:	1982441	
Registration Number:	3977487	CLOUD 9

**CORRESPONDENCE DATA**

Fax Number: 2158325619

*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:** 2155695619  
**Email:** timothy.pecsenye@blankrome.com  
**Correspondent Name:** Timothy D. Pecszenye (074658-22037)  
**Address Line 1:** One Logan Square  
**Address Line 2:** 8th Floor  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

**ATTORNEY DOCKET NUMBER:** 074658-22037

**NAME OF SUBMITTER:** Timothy D. Pecszenye

**SIGNATURE:** /Timothy D. Pecszenye/

**DATE SIGNED:** 07/15/2022

**Total Attachments: 7**

source=IP Security Agreement (PNC-US Tobacco) - Executed#page1.tif  
source=IP Security Agreement (PNC-US Tobacco) - Executed#page2.tif  
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source=IP Security Agreement (PNC-US Tobacco) - Executed#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 14th day of June, 2022 by U.S. Tobacco Cooperative Inc., a North Carolina corporation (“US Tobacco”), U.S. Flue-Cured Tobacco Growers, Inc., a North Carolina corporation (“US Flue”), Premier Manufacturing, Inc., a Missouri corporation (“Premier”), King Maker Marketing, Inc., a New Jersey corporation (“King Maker”), Franchise Wholesale Co., L.L.C., a Missouri limited liability company (“Franchise”; together with US Tobacco, US Flue, Premier and King Maker, collectively the “Grantors” and each a “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to (i) that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Domestic Credit Agreement”) among Grantors, Big South Distribution, LLC, a North Carolina limited liability company (together with any Person joined thereto from time to time as a borrower, collectively the “Borrowers”), the lenders from time to time party thereto (the “Lenders”), and PNC Bank, National Association, as agent for Lenders (“Agent”) and (ii) that certain Export Import Revolving Credit and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Ex-Im Credit Agreement”, and together with the Domestic Credit Agreement, the “Credit Agreement”) among Borrowers, Lenders and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of such Grantor’s copyrights and copyright applications (collectively, “Copyrights”) and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of such Grantor's patents and patent applications (collectively, "Patents"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor shall give notice in writing to Agent with respect to any such new IP Collateral as required by Section 9.17 of the Credit Agreement. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of such Grantor identified in such written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

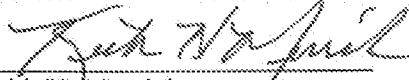
8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

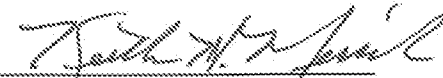
[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

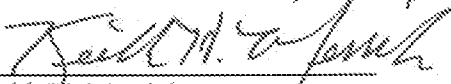
U.S. TOBACCO COOPERATIVE INC.

By:   
Name: Keith H. Merrick  
Title: Chief Financial Officer, Secretary and Treasurer

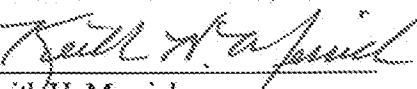
U.S. FLUE-CURED TOBACCO GROWERS, INC.

By:   
Name: Keith H. Merrick  
Title: Secretary and Treasurer

PREMIER MANUFACTURING, INC.

By:   
Name: Keith H. Merrick  
Title: Vice President and Secretary

KING MAKER MARKETING, INC.

By:   
Name: Keith H. Merrick  
Title: Vice President and Secretary

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 007789 FRAME: 0379

SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

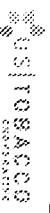

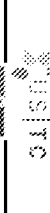


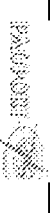

I. Copyrights and Copyright Applications

None.




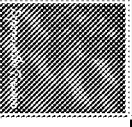



II. Patents and Patent Applications








None.

III. Trademarks and Trademark Applications

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
	USA	U.S. Tobacco Cooperative Inc.	11/14/2017	5336002
	USA	U.S. Tobacco Cooperative Inc.	10/31/2017	5324380
	USA	U.S. Tobacco Cooperative Inc.	4/25/2017	5192275
	USA	U.S. Tobacco Cooperative Inc.	9/22/2009	3687604
	USA	U.S. Flue-Cured Tobacco Growers, Inc.	2/25/2014	4489708
A PRODUCT OF US FARMERS	USA			
PASSPORT	USA	Premier Manufacturing, Inc.	(2/3/2022)	(97251857)
FACT	USA	Premier Manufacturing, Inc.	(2/2/2021)	(90141276)
	USA	Premier Manufacturing, Inc.	(9/19/2019)	(88622457)
	USA	Premier Manufacturing, Inc.	(9/19/2019)	(88622453)
1839	USA	Premier Manufacturing, Inc.	11/24/2015	4859054



Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
	USA	Premier Manufacturing, Inc.	12/25/2012	4264259
TRAFFIC	USA	Premier Manufacturing, Inc.	9/24/2013	4406649
ULTRA BUY	USA	Premier Manufacturing, Inc.	12/25/2012	4264264
	USA	Premier Manufacturing, Inc.	12/25/2012	4264261
SHIELD	USA	Premier Manufacturing, Inc.	12/25/2012	4264241
	USA	Premier Manufacturing, Inc.	12/25/2012	4264230
1839	USA	Premier Manufacturing, Inc.	12/18/2007	3357473
1839	USA	Premier Manufacturing, Inc.	7/10/2007	3262786
	USA	Premier Manufacturing, Inc.	8/2/2011	4006533
EXPERIENCE THE FREEDOM	USA	Premier Manufacturing, Inc.	12/2/2008	3541616
	USA	Premier Manufacturing, Inc.	9/16/2008	3501659
	USA	Premier Manufacturing, Inc.	12/10/2002	2659270
ULTRA BUY	USA	Premier Manufacturing, Inc.	3/11/1997	2044498
1ST CLASS	USA	Premier Manufacturing, Inc.	11/5/1996	2014384
SHIELD	USA	Premier Manufacturing, Inc.	10/10/1995	1926639
	USA	Premier Manufacturing, Inc.	7/6/1993	1780498
HI-VAL	USA	King Maker Marketing, Inc.	(2/3/2022)	(97251845)
ACE	USA	King Maker Marketing, Inc.	(10/7/2021)	(97064602)

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
	USA	King Maker Marketing, Inc.	(2/1/2021)	(90500540)
TIMBERLAKE	USA	King Maker Marketing, Inc.	(9/3/2020)	(90155774)
SOUTHFIELD	USA	King Maker Marketing, Inc.	(9/3/2020)	(90155759)
GRAYSONS	USA	King Maker Marketing, Inc.	(9/3/2020)	(90155747)
THREEOAKS	USA	King Maker Marketing, Inc.	(9/3/2020)	(90155766)
	USA	King Maker Marketing, Inc.	8/25/2015	4798132
 COLD CREEK	USA	King Maker Marketing, Inc.	9/24/2013	4408500
<b>WH</b>	USA	King Maker Marketing, Inc.	7/17/2012	4177036
WILDHORSE	USA	King Maker Marketing, Inc.	7/17/2012	4177011
<b>WH</b>	USA	King Maker Marketing, Inc.	8/28/2012	4199091
WILDHORSE	USA	King Maker Marketing, Inc.	9/4/2012	4202808
WILDHORSE	USA	King Maker Marketing, Inc.	9/2/2008	3496055
	USA	King Maker Marketing, Inc.	6/24/2008	3455154
 GOLD CREEK	USA	King Maker Marketing, Inc.	5/31/2005	2958683
ACE	USA	King Maker Marketing, Inc.	6/29/2004	2858686
	USA	King Maker Marketing, Inc.		
CHECKERS	USA	King Maker Marketing, Inc.	6/25/1996	1982447
	USA	King Maker Marketing, Inc.	6/25/1996	1982441
CLOUD9	USA	Franchise Wholesale Co., L.L.C.	06/14/2011	3,977,487

TRADEMARK

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RECORDED: 07/15/2022