

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTREPID BRANDS LLC		02/23/2023	Limited Liability Company: DELAWARE
TPB BEAST LLC		02/23/2023	Limited Liability Company: DELAWARE
NATIONAL TOBACCO COMPANY, L.P.		02/23/2023	Limited Partnership: DELAWARE
NORTH ATLANTIC OPERATING COMPANY, INC.		02/23/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC, as Collateral Agent		
Street Address:	745 SEVENTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6931678	COTTON MOUTH	
Registration Number:	6902044	COTTON MOUTH	
Registration Number:	6335558	NICTECH	
Registration Number:	5248679	MIG VAPOR	
Registration Number:	4347567	MIGCIGS	
Registration Number:	4964546	MIGVAPOR	
Registration Number:	6411154	MIGVAPOR	
Registration Number:	6558422	RED ZEPPELIN	
Registration Number:	4611235	THINK IT. MIX IT. VAPE IT.	
Serial Number:	97291201	APPALACHIA	
Serial Number:	97026585	ZIG ZAG	
Serial Number:	97560830	DIRECTVAPOR	
Serial Number:	97513871	VAPORSHARK	

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CORRESPONDENCE DATA**Fax Number:** 2028357586*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:** 202-835-7500**Email:** dcip@milbank.com**Correspondent Name:** Javier J. Ramos, Esq.**Address Line 1:** 1850 K Street, NW, Suite 1100**Address Line 2:** Milbank, LLP**Address Line 4:** Washington, D.C. 20006**ATTORNEY DOCKET NUMBER:** 41789.00200**NAME OF SUBMITTER:** Javier J. Ramos**SIGNATURE:** /Javier J. Ramos/**DATE SIGNED:** 03/01/2023**Total Attachments: 6**

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FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of February 23, 2023, is made by the grantors signatories hereto (the “Grantors”) in favor of Barclays Bank PLC, in its capacity as collateral agent (the “Collateral Agent”) for the Lenders and L/C Issuers party to the Credit Agreement referred to below. Unless otherwise defined herein or context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference to them in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 11, 2021, (as it may be amended or modified from time to time, the “Credit Agreement”), among Turning Point Brands, Inc. (the “Company”), the Grantors, the other grantors party thereto, Barclays Bank PLC as administrative agent, the Collateral Agent and the Lenders and the L/C Issuers from time to time party thereto, the Grantors, the Collateral Agent and certain other parties entered into that certain Pledge and Security Agreement, dated as of February 11, 2021, (as it may be amended or modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantors pledged, assigned and granted a security interest in all of its right, title and interest in, to and under the Collateral, including the Supplemental Trademark Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of February 11, 2021 (the “Trademark Security Agreement”), for purposes of recording the security interest in the Trademark Collateral with the United States Patent and Trademark Office; whereby such Trademark Security Agreement was recorded on February 18, 2021 with the United States Patent and Trademark Office at Reel / Frame 7196 / 0130;

WHEREAS, pursuant to the Security Agreement, the Grantors agreed to execute and deliver this Agreement to supplement the disclosed Trademark Collateral under the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interests granted by the Grantors to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the following (collectively, the “Supplemental Trademark Collateral”):

- (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof listed in Schedule A annexed hereto, and the goodwill of the business symbolized by the foregoing;
- (b) all renewals of the foregoing;
- (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;
- (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

(e) all rights in any of the foregoing throughout the world.

Notwithstanding the foregoing, the Supplemental Trademark Collateral does not include, and there shall be no security interest on, any "intent-to-use" trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

The Grantors and the Collateral Agent acknowledge and agree that the rights and remedies of the Collateral Agent with respect to the security interests in the Supplemental Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Each Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

It is expressly understood and agreed by the parties hereto that this Agreement is executed and delivered by Barclays Bank PLC, not individually but solely as Collateral Agent under the Credit Agreement, and solely in the exercise of the powers and authority conferred and vested in it under the Loan Documents. The Collateral Agent assumes no responsibility for the correctness of the recitals contained herein and shall not be responsible or accountable in any way whatsoever for or with respect to the validity, execution or sufficiency of this Agreement and makes no representation with respect thereto. In connection with the Collateral Agent entering into and in the performance of its duties under this Agreement, to the extent not already provided for herein, the Collateral Agent shall be entitled to the benefit of every provision of the Loan Documents limiting the liability of or affording rights, powers, protections, immunities and indemnities or benefits to the Collateral Agent as if they were expressly set forth herein, mutatis mutandis.

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IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INTREPID BRANDS LLC,

as Grantor

By: 

Name: Brittany Cushman

Title: Senior Vice President, General Counsel
and Secretary

TPB BEAST LLC,

as Grantor

By: 

Name: Brittany Cushman

Title: Senior Vice President, General Counsel
and Secretary

NATIONAL TOBACCO COMPANY, L.P.,

as Grantor

By: National Tobacco Finance, LLC, its general partner,

By: 

Name: Brittany Cushman

Title: Senior Vice President, General Counsel
and Secretary

**NORTH ATLANTIC OPERATING COMPANY,
INC.,**

as Grantor

By: 

Name: Brittany Cushman

Title: Senior Vice President, General Counsel
and Secretary

Accepted and Agreed:
BARCLAYS BANK PLC,
as the Collateral Agent


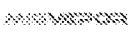
BARCLAYS BANK PLC




Name: *Zbigniew Pecak*
Title: *Assistant Vice President*

SCHEDULE A TO FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Registration Number	Registration Date	Serial Number	Application Date	Mark/Name	Owner
6931678	December 20, 2022	90380533	December 14, 2020	<u>COTTON MOUTH</u>	Intrepid Brands LLC
6902044	November 15, 2022	90380593	December 14, 2020	<u>COTTON MOUTH</u> (Stylized) 	Intrepid Brands, LLC
6335558	April 27, 2021	88193403	November 14, 2018	<u>NICTECH</u>	Intrepid Brands, LLC
5248679	July 25, 2017	87023202	May 3, 2016	<u>MIG VAPOR</u> (Stylized) 	TPB Beast LLC
4347567	June 4, 2013	85519633	January 18, 2012	<u>MIGCIGS</u>	TPB Beast LLC
4964546	May 24, 2016	86787024	October 13, 2015	<u>MIGVAPOR</u>	TPB Beast LLC
6411154	July 6, 2021	90298617	November 4, 2020	<u>MIGVAPOR</u>	TPB Beast LLC
6558422	November 16, 2021	90166797	September 8, 2020	<u>RED ZEPPELIN</u>	TPB Beast LLC
4611235	September 23, 2014	86092526	October 16, 2013	<u>THINK IT MIX</u> <u>IT VAPE IT</u>	TPB Beast LLC

Trademark Applications

Owner	Mark/Name	Serial Number	Application Date
National Tobacco Company, L.P., General Partner National Tobacco Finance Corporation	<u>APPALACHIA</u>	97291201	March 2, 2022
North Atlantic Operating Company, Inc.	<u>ZIG-ZAG and Design</u> 	97026585	September 14, 2021
TPB Beast LLC	<u>DIRECTVAPOR</u>	97560830	August 23, 2022
TPB Beast LLC	<u>VAPORSHARK</u>	97513871	July 21, 2022