

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Swisher International, Inc.		04/25/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 103

Property Type	Number	Word Mark
Registration Number:	0502027	MAIL POUCH
Registration Number:	0519082	THREE THISTLES
Registration Number:	0444356	SOLITAIRE
Registration Number:	0207484	BLACKSTONE
Registration Number:	0219035	KING EDWARD THE SEVENTH
Registration Number:	0317621	S A SANTA FE SINCE 1887
Registration Number:	0343162	S & S
Registration Number:	0346533	
Registration Number:	0360430	KING EDWARD MILD TOBACCOS S & S
Registration Number:	0396981	SANTA FE
Registration Number:	0501654	CASA MARINA
Registration Number:	0501855	MAIL POUCH RIBBON CUT CHEWING TOBACCO
Registration Number:	0519081	SOCIETY
Registration Number:	0562934	SUPERIOR G

CH \$2590.00 0502027

Registration Number:	0567290	SQUARE
Registration Number:	0569848	NAVY
Registration Number:	0573096	RAILROAD MILLS
Registration Number:	0577985	DIXIE MAID HIGH GRADE CIGAR OF QUALITY
Registration Number:	0577986	ROYAL GOLD
Registration Number:	0578393	CHECKERBERRY
Registration Number:	0578395	STRAWBERRY
Registration Number:	0578396	WILD CHERRY
Registration Number:	0586551	POM POM OPERAS QUALITY CIGARS OPERAS
Registration Number:	0604727	KING EDWARD THE SEVENTH
Registration Number:	0604728	KING EDWARD THE SEVENTH
Registration Number:	0622033	EL TRELLES
Registration Number:	0622034	
Registration Number:	0622036	KEEP MOVING
Registration Number:	0665637	SILVER CUP
Registration Number:	0735560	SWISHER SWEETS
Registration Number:	0739649	TREAT YOURSELF TO THE BEST
Registration Number:	0751157	BESTOVAL
Registration Number:	0751159	HAMILTON-HARRIS & CO.'S HOME MADE
Registration Number:	0754476	EL TRELLES
Registration Number:	0754477	SCHERMERHORN'S FLAKE MIXTURE
Registration Number:	0754478	SCHERMERHORN'S
Registration Number:	0754479	SCHERMERHORN'S
Registration Number:	0763778	FUTURA
Registration Number:	0787048	DIXIE
Registration Number:	0789564	UNIVERSAL
Registration Number:	0791300	MIRAMAR
Registration Number:	0794683	OPTIMO
Registration Number:	0812412	BOLERO
Registration Number:	0821040	
Registration Number:	0834600	OLYMPIA
Registration Number:	0835375	KING EDWARD
Registration Number:	0987210	JACKSON'S APPLEJACK
Registration Number:	0992974	R.G. SULLIVAN'S DEXTER
Registration Number:	1059528	DON JULIO

	1098309	BRINDLEY'S
Registration Number:	1107484	CHATTANOOGA CHEW
Registration Number:	1178412	GOLD RIVER
Registration Number:	1179453	SILVER CREEK
Registration Number:	1282752	REDWOOD
Registration Number:	1346967	CIGAR BAR
Registration Number:	1363661	COOPER
Registration Number:	1401491	LANCASTER LIMITED-RESERVE CHEWING-TOBACCO
Registration Number:	1547631	COUNTRY BLEND
Registration Number:	1693471	KING EDWARD DIAMONDS
Registration Number:	1712068	BUTTERCUP
Registration Number:	1724105	STARBRITE
Registration Number:	1726093	HONEY BEE
Registration Number:	1729732	SWISHER SWEETS
Registration Number:	1759228	OUTLAWS
Registration Number:	1792861	SWISHER INTERNATIONAL, INC.
Registration Number:	1836338	STARR VALUE
Registration Number:	1890652	SUPERIOR VALUE
Registration Number:	1908708	SWISHER
Registration Number:	1957231	HELME
Registration Number:	1967254	BOWIE
Registration Number:	2037216	EARL CAULFIELD'S
Registration Number:	2058311	SABROSO
Registration Number:	2160721	SANTIAGO SILK
Registration Number:	2170830	TIBURON
Registration Number:	2231235	MACBETH
Registration Number:	2232161	LA INTIMIDAD
Registration Number:	2241236	OPTIMO BRIGADIER
Registration Number:	2314877	KAYAK
Registration Number:	2555144	CHIEF
Registration Number:	2658136	CREEK
Registration Number:	2778554	SILVERADO
Registration Number:	2930508	HALLMARK
Registration Number:	3088359	SWISHER SWEETIES
Registration Number:	3088796	VIEJA TRADICION

	3146672	TRADICION VIEJA
Registration Number:	3194919	REDWOOD GOOD TO THE LAST DIP
Registration Number:	3244566	LA DILIGENCIA
Registration Number:	3250397	CASINO GOLD
Registration Number:	3375707	GOODIES
Registration Number:	3426651	SANTA FE
Registration Number:	3479405	SUPERIOR QUALITY CHEW
Registration Number:	3515666	X SWISHER XTREME
Registration Number:	3634099	OPTIMO CLÁSICO O
Registration Number:	3752910	CLASICO
Registration Number:	3796801	SWISHER SPORTS.COM
Registration Number:	3821457	YOUR SWEET TIMES START HERE
Registration Number:	3875180	SEALED FRESH
Registration Number:	4068606	BLK
Registration Number:	3544635	GRIP IT AND DIP IT
Serial Number:	85565522	E SWISHER
Serial Number:	85565594	E SWISHER
Serial Number:	85565668	SWISHER
Serial Number:	85569650	E SWISHER

CORRESPONDENCE DATA

Fax Number: 2124552502
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1674
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/mml/
Date:	05/25/2012

Total Attachments: 10
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TRADEMARK
REEL: 004786 FRAME: 0427

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of April 25, 2012 is made by Swisher International, Inc., a Delaware corporation, located at 20 Thorndal Circle, Darien, CT 06820 (the “Borrower”), in favor of JP Morgan Chase Bank, N.A., a national banking association, with an address at P.O. Box 2558, Houston, TX 77252, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of April 25, 2012 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Borrower, Swisher International Group Inc., parent of Borrower, the Lenders, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of April 25, 2012, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all

of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

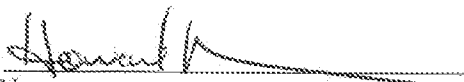
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

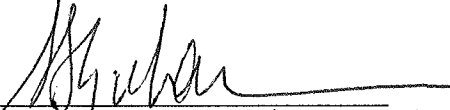
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SWISHER INTERNATIONAL, INC.

By: 
Name:
Title:

JPMORGAN CHASE BANK, N.A.

By: 

Name: D. SCOTT FARQUHAR
Title: SENIOR VICE PRESIDENT

SCHEDULE A

U.S. Trademark Registrations

Trademark	Reg. #	Appl. #	Owner
MAIL POUCH	502,027	71536037	Swisher International, Inc.
THREE THISTLES	519,082	71562051	Swisher International, Inc.
SOLITAIRE	444,356	71510362	Swisher International, Inc.
BLACKSTONE	207,484	71218383	Swisher International, Inc.
KING EDWARD THE SEVENTH	219,035	71233034	Swisher International, Inc.
S A SANTA FE SINCE 1887	317,621	71347889	Swisher International, Inc.
S & S	343,162	71383902	Swisher International, Inc.
[Design Only - Box Label]	346,533	71383753	Swisher International, Inc.
KING EDWARD MILD TOBACCOS S & S	360,430	71383903	Swisher International, Inc.
SANTA FE	396,981	71451858	Swisher International, Inc.
CAS A MARINA	501,654	71532665	Swisher International, Inc.
MAIL POUCH RIBBON CUT CHEWING TOBACCO	501,855	71536038	Swisher International, Inc.
SOCIETY	519,081	71562046	Swisher International, Inc.
SUPERIOR G	562,934	71562050	Swisher International, Inc.
SQUARE	567,290	71562047	Swisher International, Inc.
NAVY	569,848	71562044	Swisher International, Inc.
RAILROAD MILLS	573,096	71590662	Swisher International, Inc.
DIXIE MAID HIGH GRADE CIGAR OF QUALITY	577,985	71634170	Swisher International, Inc.
ROYAL GOLD	577,986	71634172	Swisher International, Inc.
CHECKERBERRY	578,393	71562040	Swisher International, Inc.
STRAWBERRY	578,395	71562048	Swisher International, Inc.
WILD CHERRY	578,396	71562054	Swisher International, Inc.
POM POM OPERAS QUALITY CIGARS OPERAS	586,551	71634171	Swisher International, Inc.
KING EDWARD THE SEVENTH (& Design)	604,727	71651024	Swisher International, Inc.
KING EDWARD THE SEVENTH [& Portrait]	604,728	71651025	Swisher International, Inc.
ELTRELLES	622,033	71671542	Swisher International, Inc.
[Design Only - Woman]	622,034	71671543	Swisher International, Inc.
KEEP MOVING	622,036	71671546	Swisher International, Inc.
SILVER CUP	665,637	72034498	Swisher International, Inc.
SWISHER SWEETS	735,560	72117554	Swisher International, Inc.
TREAT YOURSELF TO THE BEST	739,649	72134090	Swisher International, Inc.
BESTOVAL	751,157	72144991	Swisher International, Inc.
HAMILTON-HARRIS & CO.'S HOME MADE	751,159	72151621	Swisher International, Inc.

Trademark	Reg. #	Appl. #	Owner
ELTRELLES	754,476	72139045	Swisher International, Inc.
SCHERMERHORN'S FLAKE MIXTURE	754,477	72144986	Swisher International, Inc.
SCHERMERHORN'S	754,478	72144987	Swisher International, Inc.
SCHERMERHORN'S	754,479	72144988	Swisher International, Inc.
FUTURA	763,778	72153883	Swisher International, Inc.
DIXIE	787,048	72190614	Swisher International, Inc.
UNIVERSAL	789,564	72188986	Swisher International, Inc.
MIRAMAR	791,300	72200799	Swisher International, Inc.
OPTIMO	794,683	72194841	Swisher International, Inc.
BOLERO	812,412	72230723	Swisher International, Inc.
[Design Only - Geometric Design]	821,040	72221231	Swisher International, Inc.
OLYMPIA	834,600	72268133	Swisher International, Inc.
KING EDWARD	835,375	72243599	Swisher International, Inc.
JACKSON'S APPLEJACK	987,210	72457229	Swisher International, Inc.
R.G. SULLIVAN'S DEXTER	992,974	72440295	Swisher International, Inc.
DON JULIO	1,059,528	73090895	Swisher International, Inc.
BRINDLEY'S	1,098,309	73136237	Swisher International, Inc.
CHATIANOOGA CHEW	1,107,484	73160941	Swisher International, Inc.
GOLD RIVER	1,178,412	73243854	Swisher International, Inc.
SILVER CREEK	1,179,453	73243855	Swisher International, Inc.
REDWOOD	1,282,752	73422979	Swisher International, Inc.
CIGAR BAR	1,346,967	73355573	Swisher International, Inc.
COOPER	1,363,661	73528532	Swisher International, Inc.
LANCASTER LIMITED-RESERVE CHEWING-TOBACCO	1,401,491	73517531	Swisher International, Inc.
COUNTRY BLEND	1,547,631	73758631	Swisher International, Inc.
KING EDWARD DIAMONDS	1,693,471	74075270	Swisher International, Inc.
BUTIERCUP	1,712,068	74219976	Swisher International, Inc.
STARBRITE	1,724,105	74247487	Swisher International, Inc.
HONEYBEE	1,726,093	74251455	Swisher International, Inc.
SWISHER SWEETS	1,729,732	74140603	Swisher International, Inc.
OUTLAWS	1,759,228	74164433	Swisher International, Inc.
SWISHER INTERNATIONAL, INC.	1,792,861	74237456	Swisher International, Inc.
STARR VALUE	1,836,338	74345706	Swisher International, Inc.
SUPERIOR VALUE	1,890,652	74263739	Swisher International, Inc.
SWISHER	1,908,708	74493610	Swisher International, Inc.
HELME	1,957,231	74561481	Swisher International, Inc.
BOWIE	1,967,254	74475019	Swisher International, Inc.
EARL CAULFIELD'S	2,037,216	75080786	Swisher International, Inc.
SABROSO	2,058,311	74733766	Swisher International, Inc.
SANTIAGO SILK	2,160,721	74421437	Swisher International, Inc.
TIBURON	2,170,830	75195943	Swisher International, Inc.
MACBETH	2,231,235	75341441	Swisher International, Inc.
LA INTIMIDAD	2,232,161	75440445	Swisher International, Inc.

Trademark	Reg. #	Appl. #	Owner
OPTIMO BRIGADIER	2,241,236	75328786	Swisher International, Inc.
KAYAK	2,314,877	75310791	Swisher International, Inc.
CHIEF	2,555,144	76080752	Swisher International, Inc.
CREEK	2,658,136	76207212	Swisher International, Inc.
SILVERADO	2,778,554	76404975	Swisher International, Inc.
HALLMARK	2,930,508	78198158	Swisher International, Inc.
SWISHER SWEETIES	3,088,359	78326062	Swisher International, Inc.
VIEJA TRADICION	3,088,796	78539930	Swisher International, Inc.
TRADICION VIEJA	3,146,672	78520722	Swisher International, Inc.
REDWOOD GOOD TO THE LAST DIP	3,194,919	78424293	Swisher International, Inc.
LA DILIGENCIA	3,244,566	78913635	Swisher International, Inc.
CASINO GOLD	3,250,397	78424359	Swisher International, Inc.
GOODIES	3,375,707	77193718	Swisher International, Inc.
SANTA FE	3,426,651	77289636	Swisher International, Inc.
SUPERIOR QUALITY CHEW	3,479,405	77267933	Swisher International, Inc.
X SWISHER XTREME	3,515,666	77417496	Swisher International, Inc.
OPTIMO CLÁSICO O	3,634,099	77493991	Swisher International, Inc.
CLASICO	3,752,910	77494446	Swisher International, Inc.
SWISHER SPORTS.COM [& Design]	3,796,801	77634026	Swisher International, Inc.
YOUR SWEET TIMES START HERE	3,821,457	77888909	Swisher International, Inc.
SEALED FRESH [& Design]	3,875,180	85020907	Swisher International, Inc.
BLK	4,068,606	85225672	Swisher International, Inc.
GRIP IT AND DIP IT	3,544,635	77286179	Swisher International, Inc.

U.S. Trademark Applications

Trademark	Reg. #	Appl. #	Owner
E SWISHER [Vertical]	N/A	85565522	Swisher International, Inc.
E SWISHER [Horizontal]	N/A	85565594	Swisher International, Inc.
SWISHER	N/A	85565668	Swisher International, Inc.
E SWISHER [& Design]	N/A	85569650	Swisher International, Inc.