

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM416091

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF TRADEMARK SECURITY AND PLEDGE AGREEMENT
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		01/27/2017	National Association:

## RECEIVING PARTY DATA

<b>Name:</b>	Vector Tobacco Inc.
<b>Street Address:</b>	3800 PARAMOUNT PARKWAY, SUITE 250
<b>City:</b>	MORRISVILLE
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27560
<b>Entity Type:</b>	Corporation: VIRGINIA

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2849710	3
Registration Number:	2849709	2
Registration Number:	2849708	1
Registration Number:	2858950	QUEST
Registration Number:	2748408	V
Registration Number:	1900069	EAGLE 20'S
Registration Number:	1863306	MERIDIAN 100'S 20 CLASS A CIGARETTES
Registration Number:	1041041	EAGLE 20'S
Registration Number:	3307003	QUEST
Registration Number:	2837372	QUEST 1
Registration Number:	2837373	QUEST 2
Registration Number:	2837374	QUEST 3
Registration Number:	3140520	SILVER EAGLE

## CORRESPONDENCE DATA

Fax Number: 7147558290

*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.*

OP \$340.00 2849710

**Phone:** 714-540-1235  
**Email:** ipdocket@lw.com  
**Correspondent Name:** Latham & Watkins LLP  
**Address Line 1:** 650 Town Center Drive, Suite 2000  
**Address Line 4:** Costa Mesa, CALIFORNIA 92626

**ATTORNEY DOCKET NUMBER:** 038507-0584

**NAME OF SUBMITTER:** Anna T Kwan

**SIGNATURE:** /atk/

**DATE SIGNED:** 02/14/2017

**Total Attachments: 4**

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**RELEASE OF TRADEMARK SECURITY AND PLEDGE AGREEMENT**

This **RELEASE OF TRADEMARK SECURITY AND PLEDGE AGREEMENT**, dated as of January 27, 2017 (the "Release"), is made by **U.S. Bank National Association**, as collateral agent (in such capacity, the "Collateral Agent") for the Noteholders, in connection with the termination of that certain Trademark Security and Pledge Agreement (the "Trademark Security Agreement"), dated as of February 12, 2013, made by **Vector Tobacco Inc.** (the "Grantor") in favor of the Collateral Agent, and that certain Security Agreement (the "Security Agreement"), dated as of February 12, 2013, between Grantor and Collateral Agent. All capitalized terms used in this Release and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

**WITNESSETH**

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Collateral Agent and the ratable benefit of the Noteholders, a continuing security interest in and first priority lien on all of the Grantor's rights, title and interests in all Trademarks, Trademark Licenses, Trade Secrets and Trade Secret Licenses, including the Trademarks, Trademark Licenses and Trade Secret Licenses referred to on Schedule A hereto (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 12, 2013 at Reel/Frame 4960/0881;

WHEREAS, in sole reliance on an Officers' Certificate (as defined in the Indenture) from Vector Group Ltd., a Delaware corporation, and an Opinion of Counsel (as defined in the Indenture) delivered to the Collateral Agent on the date hereof, the Collateral Agent acknowledges full payment, complete performance and satisfaction of all obligations secured by the Trademark Security Agreement;

WHEREAS, the Grantor has requested that the Collateral Agent release its security interest in the Trademark Collateral in connection with the termination of the Trademark Security Agreement and the Security Agreement (the "Released Collateral").

NOW, THEREFORE, in consideration of the foregoing, the Collateral Agent hereby irrevocably releases, relinquishes and discharges any and all interests (including, without representation, warranty or recourse, any and all security interests) it may have in the Released Collateral, including without limitation the Trademark Collateral listed on Schedule A attached hereto and incorporated herein by reference, and hereby irrevocably assigns to Grantor any right, title and interest it may have in the Released Collateral.

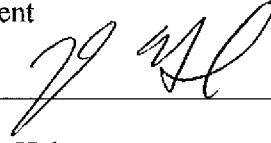
The Collateral Agent agrees to, at Grantor's request, promptly provide the Grantor with any information, additional authorization and documentation reasonably requested to effectuate, evidence or reflect the release of its interest in the Released Collateral, in each case, without representation or warranty by the Collateral Agent and at the sole expense of the Grantor.

This Release shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of New York, without giving effect to any choice of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of New York.

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the date first set forth above.

**U.S. BANK NATIONAL ASSOCIATION**  
as Collateral Agent

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



Name: Joshua A. Hahn

Title: Vice President







*(Signature Page to Release of Trademark Security Agreement – Vector Tobacco Inc.)*

**TRADEMARK**  
**REEL: 005988 FRAME: 0310**

SCHEDULE A

TRADEMARKS

Security Interest at Reel/Frame No. 4960/0881

Mark	Appl. No. Filing Date	Reg. No. Reg. Date	Status
	78/213138 10-FEB-2003	2849710 01-JUN-2004	Cancelled
	78/213127 10-FEB-2003	2849709 01-JUN-2004	Cancelled
	78/213122 10-FEB-2003	2849708 01-JUN-2004	Cancelled
Quest	78/195555 17-DEC-2002	2858950 29-JUN-2004	Cancelled
	76/352487 21-DEC-2001	2748408 05-AUG-2003	Cancelled
	74/395979 27-MAY-1993	1900069 13-JUN-1995	Registered
	74/395982 27-MAY-1993	1863306 15-NOV-1994	Cancelled
EAGLE 20'S	73/065753 14-OCT-1975	1041041 08-JUN-1976	Registered
QUEST	78/891393 24-MAY-2006	3307003 09-OCT-2007	Cancelled
QUEST 1	78/181534 04-NOV-2002	2837372 27-APR-2004	Cancelled
QUEST 2	78/181570 04-NOV-2002	2837373 27-APR-2004	Cancelled
QUEST 3	78/181574 04-NOV-2002	2837374 27-APR-2004	Cancelled
SILVER EAGLE	78/632586 18-MAY-2005	3140520 05-SEP-2006	Registered
QUEST	77873485 11/16/2009		Abandoned <sup>1</sup>

<sup>1</sup> This was an ITU application. The lien was not filed against this application.