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| TRADEMARK ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM417196

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------------|----------|----------------|-----------------------|
| National Tobacco Company, L.P. | | 02/17/2017 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------------|
| Name: | Fifth Third Bank, as Agent |
| Street Address: | 38 Fountain Square Plaza |
| City: | Cincinnati |
| State/Country: | OHIO |
| Postal Code: | 45253 |
| Entity Type: | Corporation: OHIO |

PROPERTY NUMBERS Total: 81

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------|
| Registration Number: | 1817067 | 24C |
| Registration Number: | 4102075 | 24-M |
| Registration Number: | 4282388 | A GREAT CHEW AT A FAIR PRICE |
| Registration Number: | 4081343 | A GREAT DIP AT A FAIR PRICE |
| Registration Number: | 0896764 | BEECH-NUT |
| Registration Number: | 1208850 | BEECH-NUT |
| Registration Number: | 4164901 | BIG RED |
| Registration Number: | 4432045 | BIG RED |
| Registration Number: | 4321666 | BLACK CANE |
| Registration Number: | 4672274 | BLACK LIGHTNING |
| Registration Number: | 4227611 | BLACK STINGER |
| Registration Number: | 2518530 | DURANGO |
| Registration Number: | 4118850 | DURANGO |
| Registration Number: | 2624913 | DURANGO |
| Registration Number: | 1904573 | FRED STOKER & SONS, INC. |
| Registration Number: | 2740903 | FRED'S CHOICE |
| Registration Number: | 3093811 | FRED'S CHOICE |
| Registration Number: | 4122848 | GREATWALL CIGAR SINCE 1918 |
| Registration Number: | 4672275 | GREEN GARUDA |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 4243368 | GREEN KARMA |
| Registration Number: | 4251655 | GREEN KB-90 |
| Registration Number: | 2594416 | HAVANA BLOSSOM |
| Registration Number: | 2588575 | HAVANA BLOSSOM |
| Registration Number: | 1358381 | HAVANA BLOSSOM FRESHER & TASTIER |
| Registration Number: | 4147583 | HOME RUN |
| Registration Number: | 4147663 | KEY STONE |
| Registration Number: | 1817068 | L-50 |
| Registration Number: | 2911785 | LONE STAR |
| Registration Number: | 4146922 | LONE STAR |
| Registration Number: | 3332794 | MOONSHINE BLEND |
| Registration Number: | 2535562 | NATIONAL TOBACCO |
| Registration Number: | 2570970 | NATIONAL TOBACCO |
| Registration Number: | 4137041 | OLD HILLSIDE |
| Registration Number: | 3167449 | OLD HILLSIDE |
| Registration Number: | 4137042 | OUR PRIDE |
| Registration Number: | 3028098 | OUR PRIDE |
| Registration Number: | 4151095 | PRIDE |
| Registration Number: | 4968034 | QUALITY · TRADITION · VALUE |
| Registration Number: | 3351384 | QUALITY MADE IT FAMOUS |
| Registration Number: | 3703294 | QUALITY MADE IT FAMOUS BEECH NUT EST 189 |
| Registration Number: | 3854466 | RED CAP |
| Registration Number: | 4298306 | RED CAP |
| Registration Number: | 4089989 | RED SUPREME |
| Registration Number: | 4125752 | RIPTIDE |
| Registration Number: | 4133234 | RIPTIDE |
| Registration Number: | 4214253 | RIPTIDE |
| Registration Number: | 3375872 | RIVERMONT |
| Registration Number: | 4136987 | ROCK CASTLE |
| Registration Number: | 4147584 | SEQUOIA |
| Registration Number: | 4553094 | STOKER'S |
| Registration Number: | 3170831 | STOKER'S |
| Registration Number: | 4926628 | STOKER'S |
| Registration Number: | 2071640 | STOKER'S |
| Registration Number: | 2359709 | STOKER'S CLASSIC |
| Registration Number: | 4498214 | STOKER'S COUNTRY |
| Registration Number: | 3740942 | STOKER'S SINCE 1940 |
| Registration Number: | 4950632 | STOKER'S SINCE 1940 |

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------------------|
| Registration Number: | 4117820 | STRAIGHT UP |
| Registration Number: | 2027975 | TENNESSEE CHEW |
| Registration Number: | 3239885 | TENNESSEE CHEW |
| Registration Number: | 2381424 | TEQUILA SUNRISE |
| Registration Number: | 4151029 | THUNDER BAY |
| Registration Number: | 2508886 | TROPHY |
| Registration Number: | 2508885 | TROPHY |
| Registration Number: | 3741010 | |
| Registration Number: | 2495704 | |
| Registration Number: | 2679622 | |
| Registration Number: | 2666702 | |
| Registration Number: | 2666703 | |
| Registration Number: | 2666704 | |
| Registration Number: | 4926625 | |
| Registration Number: | 1879989 | TROPHY THE SPORTSMAN'S CHEW |
| Serial Number: | 86815098 | BIG BAG BIG SAVINGS |
| Serial Number: | 86079358 | LONE STAR |
| Serial Number: | 78635724 | NUMBER 2 |
| Serial Number: | 78635739 | NUMBER 2 |
| Serial Number: | 86079355 | RIPTIDE |
| Serial Number: | 86084458 | RIPTIDE |
| Serial Number: | 85360310 | STRAIGHT UP |
| Serial Number: | 86079314 | THUNDER BAY |
| Serial Number: | 78635686 | NO. 1 |

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Andrea Gniadek, Project Assistant

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

| | |
|---------------------------|-----------------|
| NAME OF SUBMITTER: | Andrea Gniadek |
| SIGNATURE: | /Michael Barys/ |
| DATE SIGNED: | 02/23/2017 |

Total Attachments: 21

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EXHIBIT A
NATIONAL TOBACCO COMPANY, L.P.

| REGISTRATION NUMBERS |
|----------------------|
| 1,817,067 |
| 4,102,075 |
| 4,282,388 |
| 4,081,343 |
| 896,764 |
| 1,208,850 |
| 4,164,901 |
| 4,432,045 |
| 4,321,666 |
| 4,672,274 |
| 4,227,611 |
| 2,518,530 |
| 4,118,850 |
| 2,624,913 |
| 1,904,573 |
| 2,740,903 |
| 3,093,811 |
| 4,122,848 |
| 4,672,275 |
| 4,243,368 |
| 4,251,655 |
| 2,594,416 |
| 2,588,575 |
| 1,358,381 |
| 4,147,583 |
| 4,147,663 |
| 1,817,068 |
| 2,911,785 |
| 4,146,922 |
| 3,332,794 |
| 2,535,562 |
| 2,570,970 |
| 4,137,041 |
| 3,167,449 |
| 4,137,042 |
| 3,028,098 |
| 4,151,095 |
| 4,968,034 |
| 3,351,384 |
| 3,703,294 |

| |
|---------------------|
| 3,854,466 |
| 4,298,306 |
| 4,089,989 |
| 4,125,752 |
| 4,133,234 |
| 4,125,752 |
| 4,214,253 |
| 3,375,872 |
| 4,136,987 |
| 4,147,584 |
| 4,553,094 |
| 3,170,831 |
| 4,926,628 |
| 2,071,640 |
| 2,359,709 |
| 4,498,214 |
| 3,740,942 |
| 4,950,632 |
| 4,117,820 |
| 2,027,975 |
| 3,239,885 |
| 2,381,424 |
| 4,151,029 |
| 2,508,886 |
| 2,508,885 |
| 3,741,010 |
| 2,495,704 |
| 2,679,622 |
| 2,666,702 |
| 2,666,703 |
| 2,666,704 |
| 4,926,625 |
| 1,879,989 |
| APPLICATION NUMBERS |
| 86/815,098 |
| 86/079,358 |
| 78/635,724 |
| 78/635,739 |
| 86/079,355 |
| 86/084,458 |
| 86/084,458 |
| 85/360,310 |
| 86/079,314 |
| 78/635,686 |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 17th day of February, 2017, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and FIFTH THIRD BANK, an Ohio banking corporation, in its capacity as agent for the Lenders and the other Secured Parties (in such capacity, together with its successors and assigns in such capacity, "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement dated as of February 17, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*"), by and among Turning Point Brands, Inc., a Delaware corporation ("*Turning Point*"), and North Atlantic Trading Company, Inc., a Delaware corporation ("*NATC*" and together with Turning Point, the "*Borrowers*"), the Grantors party thereto, the various institutions from time to time party thereto as Lenders (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "*Lender*") and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders and the other Secured Parties are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain First Lien Guaranty and Security Agreement, dated as of February 17, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "*Guaranty and Security Agreement*"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security 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:

SECTION 1. DEFINED TERMS.

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of each of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(1) all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing:

(i) all registrations and applications for registration thereof including the registrations and applications listed in Schedule I attached hereto,

(ii) all extension and renewals thereof,

(iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing,

(iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof,

(v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any "intent-to-use" trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use trademark application under applicable federal law; *provided* that, upon filing with the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. § 1051(c) or a statement of use under 15 U.S.C. § 1051(d) (or any successor provisions), such intent-to-use application shall be considered Trademark Collateral.

SECTION 3. SECURITY FOR SECURED OBLIGATIONS.

This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the

payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with the Trademark Collateral subject to a security interest hereunder.

SECTION 4. SECURITY AGREEMENT.

The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

SECTION 5. COUNTERPARTS.

This Trademark Security Agreement is a Loan Document. This Trademark Security 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 Security Agreement constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Trademark Security Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. CHOICE OF LAW, JURISDICTION AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION.

ALL TERMS OF SECTION 29 OF THE GUARANTY AND SECURITY AGREEMENT ("GOVERNING LAW; JURISDICTION, WAIVER OF JURY TRIAL, ETC.") ARE INCORPORATED HEREIN BY THIS REFERENCE, AND SHALL APPLY TO THIS TRADEMARK SECURITY AGREEMENT, *MUTATIS MUTANDIS*.

SECTION 7. NOTICES.

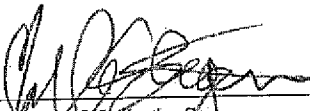
All notices and other communications provided for herein shall be (i) in writing, (ii) delivered and deemed received in accordance with the procedures set forth in Section 11.3 of the Credit Agreement and (iii) addressed to the parties at the address, facsimile number or email address provided therein. Any party hereto may change its address, facsimile number or email address for notices and other communications hereunder by notice to all of the other parties hereto in accordance with the foregoing.

[SIGNATURE PAGE TO FOLLOW]

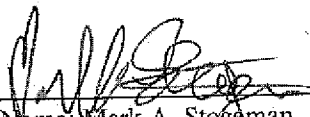
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

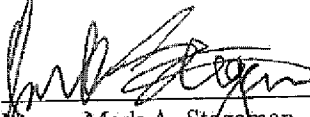
INTREPID BRANDS, LLC

By: 
Name: Mark A. Stegeman
Title: Senior Vice President and Chief
Financial Officer

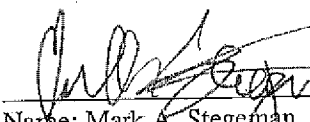
NATIONAL TOBACCO COMPANY, L.P.

By: 
Name: Mark A. Stegeman
Title: Senior Vice President and Chief
Financial Officer

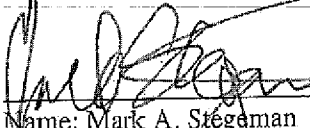
NORTH ATLANTIC OPERATING COMPANY, INC.

By: 
Name: Mark A. Stegeman
Title: Senior Vice President and Chief
Financial Officer

TURNING POINT BRANDS, LLC

By: 
Name: Mark A. Stegeman
Title: Senior Vice President and Chief
Financial Officer

SMOKE FREE TECHNOLOGIES, INC.

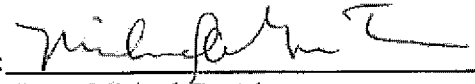
By: 
Name: Mark A. Stegeman
Title: Senior Vice President and Chief
Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

FIFTH THIRD BANK, an Ohio banking
corporation

By: 



Name: Michael Guenther
Title: Senior Vice President


[Signature Page to Trademark Security Agreement]



TRADEMARK
REEL: 005995 FRAME: 0692




SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT




TRADEMARK REGISTRATIONS

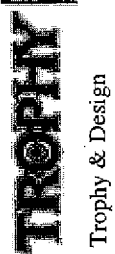
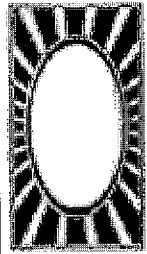


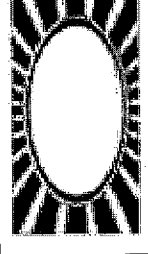

| OWNER | MARK | REGISTRATION No. | REG DATE |
|--------------------------------|---|------------------|--------------------|
| Intrepid Brands, LLC | Primal | 5,008,370 | July 26, 2016 |
| Intrepid Brands LLC |  | 86/443,131 | November 3, 2014 |
| National Tobacco Company, L.P. | 24C | 1,817,067 | January 18, 1994 |
| National Tobacco Company, L.P. | 24-M | 4,102,075 | February 21, 2012 |
| National Tobacco Company, L.P. | A Great Chew at a Fair Price | 4,282,388 | January 29, 2013 |
| National Tobacco Company, L.P. | A Great Dip at a Fair Price | 4,081,343 | January 3, 2012 |
| National Tobacco Company, L.P. | Beech-Nut | 896,764 | August 18, 1970 |
| National Tobacco Company, L.P. | Beech-Nut & Design | 1,208,850 | September 14, 1982 |
| |  | | |
| National Tobacco Company, L.P. | Big Red | 4,164,901 | June 26, 2012 |
| National Tobacco Company, L.P. | BIG RED & Design | 4,432,045 | November 12, 2013 |




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|--------------------------------|---|--|-----------|--|--------------------|
| | | | | | |
| National Tobacco Company, L.P. |  | | | | |
| National Tobacco Company, L.P. | Black Cane | | 4,321,666 | | April 16, 2013 |
| National Tobacco Company, L.P. | Black Lighting | | 4,672,274 | | January 13, 2015 |
| National Tobacco Company, L.P. | Black Stinger | | 4,227,611 | | October 16, 2012 |
| National Tobacco Company, L.P. | Durango | | 2,518,530 | | December 11, 2001 |
| National Tobacco Company, L.P. | Durango | | 4,118,850 | | March 27, 2012 |
| National Tobacco Company, L.P. | Durango (Stylized) | | 2,624,913 | | September 24, 2002 |
| |  | | | | |
| National Tobacco Company, L.P. | FRED STOKER & SONS, INC. & Design | | 1,904,573 | | July 11, 1995 |
| |  | | | | |
| National Tobacco Company, L.P. | Fred's Choice | | 2,740,903 | | July 29, 2003 |
| National Tobacco Company, L.P. | Fred's Choice (Stylized) | | 3,093,811 | | May 16, 2006 |
| | <i>Fred's Choice</i> | | | | |
| National Tobacco Company, L.P. | Greatwall Cigar Since 1918 | | 4,122,848 | | April 3, 2012 |
| National Tobacco Company, L.P. | Green Garuda | | 4,672,275 | | January 13, 2015 |
| National Tobacco Company, L.P. | Green Karma | | 4,243,368 | | November 13, 2012 |
| National Tobacco Company, L.P. | Green KB-90 | | 4,251,655 | | November 27, 2012 |
| National Tobacco Company, L.P. | Havana Blossom | | 2,594,416 | | July 16, 2002 |



| | | | |
|--------------------------------|--|-----------|-------------------|
| National Tobacco Company, L.P. | Havana Blossom (Stylized)  | 2,588,575 | July 2, 2002 |
| National Tobacco Company, L.P. | Havana Blossom Fresher & Tastier & Design  | 1,358,381 | September 3, 1985 |
| National Tobacco Company, L.P. | Home Run | 4,147,583 | May 22, 2012 |
| National Tobacco Company, L.P. | Key Stone | 4,147,663 | May 22, 2012 |
| National Tobacco Company, L.P. | L-50 | 1,817,068 | January 18, 1994 |
| National Tobacco Company, L.P. | Lone Star | 2,911,785 | December 14, 2004 |
| National Tobacco Company, L.P. | Lone Star | 4,146,922 | May 22, 2012 |
| National Tobacco Company, L.P. | Moonshine Blend | 3,332,794 | November 6, 2007 |
| National Tobacco Company, L.P. | National Tobacco | 2,535,562 | February 5, 2002 |
| National Tobacco Company, L.P. | National Tobacco | 2,570,970 | May 21, 2002 |
| National Tobacco Company, L.P. | Old Hillside | 4,137,041 | May 1, 2012 |
| National Tobacco Company, L.P. | Old Hillside | 3,167,449 | November 7, 2006 |
| National Tobacco Company, L.P. | Our Pride | 4,137,042 | May 1, 2012 |
| National Tobacco Company, L.P. | Our Pride | 3,028,098 | December 13, 2005 |
| National Tobacco Company, L.P. | Pride | 4,151,095 | May 29, 2012 |
| National Tobacco Company, L.P. | Quality-Tradition-Value | 4,968,034 | May 31, 2016 |
| National Tobacco Company, L.P. | Quality Made It Famous | 3,351,384 | December 11, 2007 |
| National Tobacco Company, L.P. | Quality Make It Famous Beech Nut Est 1897 Original Chewing Tobacco & Design | 3,703,294 | October 27, 2009 |

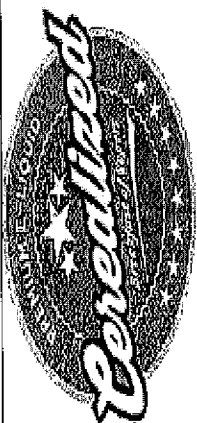
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|--------------------------------|--|---|--------------------|--|--|
| | |  | | | |
| National Tobacco Company, L.P. | Red Cap | 3,854,466 | September 28, 2010 | | |
| National Tobacco Company, L.P. | Red Cap & Design | 4,298,306 | March 5, 2013 | | |
| |  | | | | |
| National Tobacco Company, L.P. | Red Supreme | 4,089,989 | January 24, 2012 | | |
| National Tobacco Company, L.P. | Riptide | 4,125,752 | April 10, 2012 | | |
| National Tobacco Company, L.P. | Riptide | 4,133,234 | April 24, 2012 | | |
| National Tobacco Company, L.P. | Riptide | 4,125,752 | April 10, 2012 | | |
| National Tobacco Company, L.P. | Riptide & Design | 4,214,253 | September 25, 2012 | | |
| |  | | | | |
| National Tobacco Company, L.P. | Rivermont | 3,375,872 | January 29, 2008 | | |
| National Tobacco Company, L.P. | Rock Castle | 4,136,987 | May 1, 2012 | | |
| National Tobacco Company, L.P. | Sequoia | 4,147,584 | May 22, 2012 | | |
| National Tobacco Company, L.P. | Stoker's | 4,553,094 | June 17, 2014 | | |
| National Tobacco Company, L.P. | Stoker's | 3,170,831 | November 14, 2006 | | |

| | | | |
|--------------------------------|---|-----------|-------------------|
| National Tobacco Company, L.P. | Stoker's (Stylized)  | 4,926,628 | March 29, 2016 |
| National Tobacco Company, L.P. | Stoker's & Design  | 2,071,640 | June 17, 1997 |
| National Tobacco Company, L.P. | Stoker's Classic | 2,359,709 | June 20, 2000 |
| National Tobacco Company, L.P. | Stoker's Country | 4,498,214 | March 18, 2014 |
| National Tobacco Company, L.P. | Stoker's Since 1940 & Design  | 3,740,942 | January 19, 2010 |
| National Tobacco Company, L.P. | Stoker's Since 1940 | 4,950,632 | May 3, 2016 |
| National Tobacco Company, L.P. | Straight Up | 4,117,820 | March 27, 2012 |
| National Tobacco Company, L.P. | Tennessee Chew | 2,027,975 | December 31, 1996 |
| National Tobacco Company, L.P. | Tennessee Chew | 3,239,885 | May 8, 2007 |
| National Tobacco Company, L.P. | Tequila Sunrise | 2,381,424 | August 29, 2000 |
| National Tobacco Company, L.P. | Thunder Bay | 4,151,029 | May 29, 2012 |
| National Tobacco Company, L.P. | Trophy | 2,508,886 | November 20, 2001 |

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| National Tobacco Company, L.P. |  | 2,508,885 | November 20, 2001 |
| National Tobacco Company, L.P. |  | 3,741,010 | January 19, 2010 |
| National Tobacco Company, L.P. |  | 2,495,704 | October 9, 2001 |
| National Tobacco Company, L.P. |  | 2,679,622 | January 28, 2003 |
| National Tobacco Company, L.P. |  | 2,666,702 | December 24, 2002 |
| National Tobacco Company, L.P. |  | 2,666,703 | December 24, 2002 |

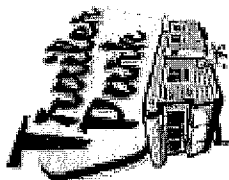


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| National Tobacco Company, L.P. |  | 2,666,704 | December 24, 2002 |
| National Tobacco Company, L.P. |  | 4,926,625 | March 29, 2016 |
| National Tobacco Company, L.P. | TROPHY THE SPORTSMAN'S CHEW North Atlantic Operating Company | 1,879,989 | February 21, 1995 |
| North Atlantic Operating Company, Inc. | | 2,610,473 | August 20, 2002 |
| North Atlantic Operating Company, Inc. | North Atlantic Operating Company | 2,635,446 | October 15, 2002 |
| North Atlantic Operating Company, Inc. | North Atlantic Operating Company, Inc. & Design | 2,664,695 | December 17, 2002 |
| North Atlantic Operating Company, Inc. |  | 2,664,694 | December 17, 2002 |
| North Atlantic Operating Company, Inc. | Zig Zag | 1,133,291 | April 15, 1980 |

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|--|---|-----------|------------------|
| North Atlantic Operating Company, Inc. | Zig Zag | 1,472,580 | January 12, 1988 |
| North Atlantic Operating Company, Inc. | Zigarettes | 4,135,544 | May 1, 2012 |
| North Atlantic Operating Company, Inc. | Zig-Zag | 3,867,900 | October 26, 2010 |
| North Atlantic Operating Company, Inc. |  ZIG-ZAG Zig-Zag & Design | 1,775,416 | June 8, 1993 |
| Smoke Free Technologies, Inc. | JUICE HOG & Design  | 5,059,695 | October 11, 2016 |
| Smoke Free Technologies, Inc. | Disclaimer: "JUICE" JUICE HOG Disclaimer: "JUICE" | 5,059,694 | October 11, 2016 |
| Smoke Free Technologies, Inc. | KEEP IT BEAST | 5,059,043 | October 11, 2016 |
| Smoke Free Technologies, Inc. | CEREALIZED PREMIUM E-LIQUID BREAKFAST OF VAPERS & Design | 4,940,008 | April 19, 2016 |



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| |  | | |
| Smoke Free Technologies, Inc. | CEREALIZED | 4,901,509 | February 16, 2016 |
| Smoke Free Technologies, Inc. (Assigned from Alexander Usasilp on 10/12/2016— Assignment of Record Reel/Frame 5901/0465) | CLOUD BEAST | 4,913,644 | March 08, 2016 |
| Smoke Free Technologies, Inc. | MODZILLA Stylized MODZILLA | 5,098,299 | December 13, 2016 |
| Smoke Free Technologies, Inc. | MODZILLA | 5,098,298 | December 13, 2016 |

TRADEMARK APPLICATIONS

| OWNER | MARK | APPLICATION NO. | APPLICATION DATE |
|----------------------|-----------------|-----------------|------------------|
| Intrepid Brands, LLC | Intrepid | 86/026,421 | August 1, 2013 |
| Intrepid Brands, LLC | Intrepid | 86/026,429 | August 1, 2013 |
| Intrepid Brands, LLC | Intrepid Brands | 86/026,409 | August 1, 2013 |
| Intrepid Brands, LLC | Intrepid Brands | 86/026,405 | August 1, 2013 |
| Intrepid Brands, LLC | Kentucky BBA | 86/886,421 | January 26, 2016 |

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|--|--|------------|-------------------|
| Intrepid Brands, LLC | TRAILER PARK & Design  | 86/818,303 | November 12, 2015 |
| National Tobacco Company, L.P. | Big Bag Big Savings | 86/815,098 | November 10, 2016 |
| National Tobacco Company, L.P. | Lone Star | 86/079,358 | October 1, 2013 |
| National Tobacco Company, L.P. | Number 2 | 78/635,724 | May 24, 2005 |
| National Tobacco Company, L.P. | Number 2 (Stylized) | 78/635,739 | May 24, 2005 |
| |  | | |
| National Tobacco Company, L.P. | Riptide | 86/079,355 | October 1, 2013 |
| National Tobacco Company, L.P. | Riptide | 86/084,458 | October 7, 2013 |
| National Tobacco Company, L.P. | Riptide & Design | 86/084,458 | October 7, 2013 |
| |  | | |
| National Tobacco Company, L.P. | Straight Up | 85/360,310 | June 30, 2011 |
| National Tobacco Company, L.P. | Thunder Bay | 86/079,314 | October 1, 2013 |
| North Atlantic Operating Company, Inc. | Zig Zag & Design | 85/414,445 | September 2, 2011 |

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| North Atlantic Operating Company, Inc. | Zig-Zag | 86/839,152 | | December 4, 2015 |
| North Atlantic Operating Company, Inc. | Zig-Zag | 85/414,445 | | September 2, 2011 |
| RBJ Sales, Inc. | No. 1 | 78/635,686 | | May 24, 2005 |
| Turning Point Brands, LLC | Turning Point | 86/026,439 | | August 1, 2013 |
| Turning Point Brands, LLC | Turning Point Brands | 86/026,447 | | August 1, 2013 |
| Turning Point Brands, LLC | Turning Point Brands | 86/026,434 | | August 1, 2013 |
| Smoke Free Technologies, Inc. | VAPOR BEAST  | 86/928,529 | | March 3, 2016 |
| | Disclaimer: Vapor | | | |
| Smoke Free Technologies, Inc. | VAPOR BEAST | 86/691,657 | | March 3, 2016 |
| | Disclaimer: Vapor | | | |
| Smoke Free Technologies, Inc. | HOG WILD | 87/182,056 | | September 23, 2016 |
| Smoke Free Technologies, Inc. | Wild Hog & Design | 87/182,055 | | September 23, 2016 |

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|---|---|
| | Smoke Free Technologies, Inc. |
|  | SQUEEZE Stylized  |
| | 87/182,072 |
| | September 23, 2016 |