

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496244

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Vapor Group, LLC		10/11/2018	Limited Liability Company: DELAWARE
South Beach Smoke LLC		10/11/2018	Limited Liability Company: DELAWARE
VaporFi LLC		10/11/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Prospect Capital Corporation, as Agent		
Street Address:	10 East 40th Street, 42nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4910494	DIRECTVAPOR	
Registration Number:	4287087	INTERNATIONAL VAPOR GROUP	
Registration Number:	4522494	OPTIMA	
Registration Number:	4611235	THINK IT. MIX IT. VAPE IT.	
Registration Number:	4733289	VAPORFI	
Registration Number:	4696065	VAPORFI	
Registration Number:	4548633	VAPORFLO	
Registration Number:	4420129	SOUTH BEACH SMOKE	
Registration Number:	4523684	SOUTH BEACH SMOKE AIR	
Registration Number:	4634423	SOUTH BEACH VAPOR	
Registration Number:	5420798	SUPERMAX	
Registration Number:	5157909	VAIO	
Registration Number:	4728889	VAPETENDER	
Registration Number:	4893732	VOX	
Registration Number:	5157965	VEX	

OP \$465.00 4910494

Property Type	Number	Word Mark
Serial Number:	87947453	TRUEHIT
Serial Number:	87947431	TRUESMOOTH
Serial Number:	87703106	VOD

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: emily.klump@clarivate.com

Correspondent Name: Nancy A. Zarazua

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Emily Klump
SIGNATURE:	/Emily Klump/
DATE SIGNED:	10/30/2018

Total Attachments: 8

source=Second Lien Trademark Agreement (International Vapor) (Executed) (002)#page1.tif
source=Second Lien Trademark Agreement (International Vapor) (Executed) (002)#page2.tif
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE SECOND LIEN INTERCREDITOR AGREEMENT, DATED AS OF FEBRUARY 17, 2017 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "*SECOND LIEN INTERCREDITOR AGREEMENT*"), AMONG FIFTH THIRD BANK, AN OHIO BANKING CORPORATION, AS FIRST LIEN COLLATERAL AGENT (AS DEFINED THEREIN) FOR THE FIRST LIEN CLAIMHOLDERS (AS DEFINED THEREIN), AND PROSPECT CAPITAL CORPORATION, A MARYLAND CORPORATION, AS SECOND LIEN COLLATERAL AGENT (AS DEFINED THEREIN) FOR THE SECOND LIEN CLAIMHOLDERS (AS DEFINED THEREIN). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SECOND LIEN INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE SECOND LIEN INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 11 day of October, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and PROSPECT CAPITAL CORPORATION, a Maryland 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 Amended and Restated Second Lien Credit Agreement dated as of March 7, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*"), which amends and restates the Second Lien Credit Agreement dated as of February 17, 2017 (the "*Original Credit Agreement*"), by and among Turning Point Brands, Inc., a Delaware corporation (the "*Borrower*"), 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*"), the Administrative Agent, and Fifth Third Bank, an Ohio banking corporation, as Administrative Sub-Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, in connection with the Original Credit Agreement, the Grantors (as defined in the Guaranty and Security Agreement) have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, a Second Lien Guaranty and Security Agreement dated as of February 17, 2017, as amended by that certain Second Lien Omnibus Amendment, Reaffirmation Agreement and Joinder dated March 7, 2018 (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 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.

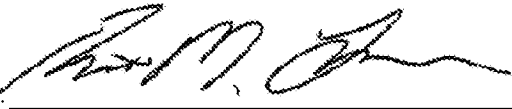
ALL TERMS OF SECTION 29 OF THE GUARANTY AND SECURITY AGREEMENT (“GOVERNING LAW; JURISDICTION, WAIVER OF JURY TRIAL, ETC.”) ARE INCORPORATED HEREIN BY THIS REFERENCE, AND SHALL APPLY TO THIS TRADEMARK SECURITY AGREEMENT, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

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.

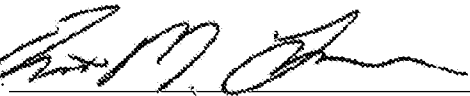
GRANTORS:

INTERNATIONAL VAPOR GROUP, LLC

By: 

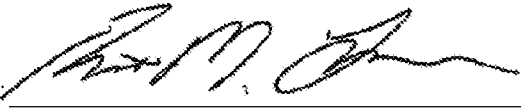
Name: Robert M. Lavan
Title: Chief Financial Officer

VAPORFi LLC

By: 

Name: Robert M. Lavan
Title: Chief Financial Officer

SOUTH BEACH SMOKE LLC

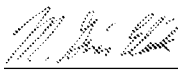
By: 

Name: Robert M. Lavan
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

PROSPECT CAPITAL CORPORATION, a
Maryland corporation

By: 

Name: M. Grier Eliasek

Title: President and Chief Operating Officer

**SCHEDULE I
TO
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS/APPLICATIONS

COMPANY	TRADEMARK	REGISTRATION No.	REGISTRATION DATE
International Vapor Group, LLC	DIRECTVAPOR	4910494	03/01/2016
International Vapor Group, LLC	INTERNATIONAL VAPOR GROUP	4287087	02/05/2013
International Vapor Group, LLC	OPTIMA	4522494	04/29/2014
International Vapor Group, LLC	THINK IT. MIX IT. VAPE IT.	4611235	09/23/2014
International Vapor Group, LLC	VAPORFI	4733289	04/28/2015
International Vapor Group, LLC	VAPORFI	4696065	03/30/2015
International Vapor Group, LLC	VAPORFLO	4548633	06/10/2014
South Beach Smoke LLC	SOUTH BEACH SMOKE	4420129	10/15/2013
South Beach Smoke LLC	SOUTH BEACH SMOKE AIR	4523684	04/29/2014
South Beach Smoke LLC	SOUTH BEACH VAPOR	4634423	11/04/2014
South Beach Smoke LLC	SUPERMAX	5420798	03/13/2018
VaporFi LLC	VAIO	5157909	03/07/2017
VaporFi LLC	VAPETENDER	4728889	04/28/2015
VaporFi LLC	VOX	4893732	01/26/2016
VaporFi LLC	VEX	5157965	03/07/2017

PENDING TRADEMARKS:

COMPANY	TRADEMARK	SERIAL NUMBER	FILING DATE
International Vapor Group, LLC	TRUEHIT	87947453	06/04/2018
International Vapor Group, LLC	TRUESMOOTH	87947431	06/04/2018
International Vapor Group, LLC	VOD	87703106	11/30/2017