

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment No. 2 To Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liggett Group LLC		10/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 Park Avenue		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5257011	LS LIGGETT SELECT	
Registration Number:	5591310	M MONTEGO AMERICAN MADE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>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.</i>			
Phone:	6142803562		
Email:	ted.mulligan@wolterskluwer.com		
Correspondent Name:	Ted Mulligan		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Ted Mulligan		
SIGNATURE:	/tedmulligan/		
DATE SIGNED:	11/01/2019		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

LIGGETT GROUP LLC

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s): October 31, 2019

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: 100 Park Avenue, 14th Floor

City: New York

State: NY

Country: USA

Zip: 10017

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Syed Humza Moinuddin

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3719

Fax Number:

Email Address: hmoinuddin@otterbourg.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

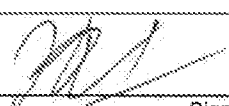
a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

9. Signature:



Signature

October 31, 2019

Date

Syed Humza Moinuddin
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 396-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT (this “Amendment”), dated as of October 31, 2019, is by and between LIGGETT GROUP LLC, a Delaware limited liability company, as successor to Liggett Group Inc. (“Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wachovia Bank, National Association, a national banking association, as administrative and collateral agent (in such capacity “Secured Party”).

W I T N E S S E T H:

WHEREAS, Grantor and Secured Party entered into a Trademark Security Agreement, dated as of August 16, 2007 (as the same may now exist or may hereafter be further amended, modified, renewed, extended or supplemented, the “Trademark Security Agreement”), and recorded with the United States Patent and Trademark Office on September 11, 2007 at Reel 3618, Frame 0788, as amended by Amendment No. 1 to Trademark Security Agreement, dated March 7, 2012 and recorded with the United States Patent and Trademark Office on March 9, 2012 at Reel/Frame 4735/0364, pursuant to which Grantor granted to Secured Party a security interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, Grantor, certain affiliates thereof, Secured Party and the lenders party thereto (“Lenders”) have entered into certain financing arrangements pursuant to which Lenders (or Secured Party on behalf of the Lenders) have made and may make loans and advances and provide other financial accommodations to Grantor and certain of its affiliates as set forth in (i) the Third Amended and Restated Credit Agreement, dated as of January 14, 2015 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “Credit Agreement”), by and among Grantor, certain affiliates of Grantor, Secured Party and Lenders, (ii) the Amended and Restated Guaranty and Security Agreement, dated as of January 14, 2015 (the “Security Agreement”), by and among Grantor, certain affiliates of Grantor and Secured Party, and (iii) the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, Grantor has registered new Trademarks and filed new applications to register for Trademarks as more fully set forth on Exhibit A attached hereto; and

WHEREAS, in order to induce Lenders to continue to provide financing arrangements to Grantor and to further evidence Secured Party’s security interest in the new registrations for Trademarks and new applications to register for Trademarks, Grantor has agreed to enter into this Amendment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Exhibit.

(a) Exhibit A attached to the Trademark Security Agreement is hereby amended by inserting the contents of Exhibit A attached hereto at the end thereof.

(b) For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement shall have the meaning given to such terms in the Trademark Security Agreement.

2. Confirmation and Grant of Security Interest. To secure payment and performance of all Obligations, and ratifying, confirming and supplementing Grantor's prior grants of security interests in and liens upon the Trademark Collateral described in the Trademark Security Agreement, as collateral security heretofore granted to the Secured Party pursuant to the Trademark Security Agreement, Grantor hereby grants to Secured Party (for the benefit of each member of the Lender Group and each of the Bank Product Providers, as each such term is defined in the Credit Agreement), a security interest in and lien upon, and acknowledges and agrees that the Secured Party has and shall continue to have a pledge of and a continuing security interest in and lien on, any and all right, title and interest of Grantor, whether now existing or hereafter acquired or arising, in and to all of the Trademark Collateral (expressly including, without limitation, all of the Trademarks and applications to register for Trademarks described on Exhibit A attached to this Amendment). Notwithstanding anything to the contrary, as contemplated by the Security Agreement, the Trademark Collateral does not include any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 such intent-to-use trademark application under applicable federal law.

3. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Credit Agreement, as amended, the term or provision of the Credit Agreement shall control.

4. Entire Agreement. This Amendment contains the entire agreement of the parties hereto with respect to the subject matter hereof.

5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Amendment as of the day and year first above written.

LIGGETT GROUP LLC, as successor to Liggett
Group Inc., as Grantor

By: 

Name: Ronald J. Bernstein

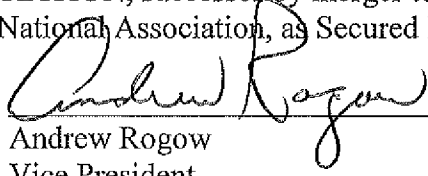
Title: Manager

Amendment No. 2 to Trademark Security Agreement (Liggett)

TRADEMARK
REEL: 006784 FRAME: 0859

WELLS FARGO BANK, NATIONAL
ASSOCIATION, successor by merger to Wachovia
Bank, National Association, as Secured Party

By:

A handwritten signature in cursive script, appearing to read "Andrew Rogow", written over a horizontal line.

Name: Andrew Rogow

Title: Vice President

EXHIBIT A
TO
AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT

I. United States Trademarks

Mark	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
	Liggett Group LLC	86/823504 7-NOV-2015	5257011 8/1/2017
	Liggett Group LLC	87/524,162 07/11/2017	5,591,310 10/23/2018

II. United States Trademark Applications

None.

III. Trademark Licenses

The non-exclusive license to use the Tourney trademark on and in connection with the cigarettes that Liggett Group LLC manufactures for Speedway LLC pursuant to the Private Label Sales and Marketing Agreement between Vector Brands LLC and Speedway LLC, dated July 1, 2018, (the term of which expires June 30, 2023)