

10-15-2004

Form PTO-1594
1-31-92U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102859691

To the Honorable Commissioner of Patents

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

GMB, Inc.

2004 OCT -8 PM 12:40

- ☐ Individuals
☐ General Partnership - ☐ Association
☒ Corporation-State - North Carolina
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Interest ☐ Change of Name
☐ Other

Execution Date: July 30, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) **SEE ATTACHED SCHEDULE A**Additional numbers attached? ☒ Yes ☐ No

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

Name: Rachael Sanderson

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank

Internal Address:

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☐ Corporation-☒ Other Collateral Agent

Trademark Registration No.(s)

6. Total number of applications and registration involved

19

7. Total fee (37 CFR 3.41): \$ 490.00

☒ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

23-1705 (in event of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rachael Sanderson

Name of Person Signing

Rachael Sanderson

Signature

10/8/04

Date

Total number of pages comprising cover sheet:

3

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

10/14/2004 DBYRNE 00000078 78341602

01 FC:8521
02 FC:852240.00 OP
450.00 OP

NEW YORK 4365942 (2K)

TRADEMARK
REEL: 003062 FRAME: 0262

TRADEMARKS

Trademark	Registration No.	Application No.	Registration Date	Application Date
United States AUSTIN STYLIZED WITH BADGE DEVICE		78/341602		12/16/2003
United States CUTLASS		78/392617		03/29/2004
United States DEEP CHAI		78/392596		03/29/2004
United States KARMELITA		78/392600		03/29/2004
United States MALAWI		78/392603		03/29/2004
United States MARSHALL MCGEARTY		78/451290		07/15/2004
United States MARSHALL MCGEARTY TOBACCO ARTISANS AND DESIGN		78/451289		07/15/2004
United States REYNOLDS AND LABEL DESIGN I		78/346173		12/29/2003
United States REYNOLDS LABEL DESIGN I		78/346173		12/29/2003
United States RJR		78/316193		10/21/2003
United States SALEM CITRONA CHILL		78/335064		12/02/2003
United States SALEM COOL MYST		78/371323		02/20/2004
United States SALEM COOL MYST AND LABEL DESIGN		78/387614		03/19/2004
United States SALEM DARK CURRENTS AND LABEL		78/387615		03/19/2004
United States SALEM DEEP FREEZE AND LABEL DESIGN		78/387619		03/19/2004

SCHEDULE A

Trademark	Registration No.	Application No.	Registration Date	Application Date
United States SALEM FIRE & ICE AND LABEL DESIGN		78/387621		03/19/2004
United States SALEM MYSTIC SPICE		78/335065		12/02/2003
United States SEVEN VEILS		78/392612		03/29/2004
United States SIRENS		78/392610		03/29/2004

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES
PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, GMB, INC., a North Carolina corporation (the "Assignor") with principal offices at Jefferson Square, Suite 10, 153 Jefferson Church Road, King, North Carolina 27021, hereby assigns and grants to JPMORGAN CHASE BANK, as Collateral Agent, with principal offices at 270 Park Avenue, New York, New York 10017 (the "Assignee"), a security interest in (i) all of Assignor's right, title and interest in and to Assignor's trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, (ii) all of the Assignor's right, title and interest in and to the patents and patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the business(es) with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

This ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement, among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of July 15, 2003 and amended and restated as of July 30, 2004 (as so amended and restated and as the same may be further amended, modified, restated and/or supplemented from time to time, the "Security Agreement") and shall be effective as of the date of the Security Agreement. Upon the termination of the Security Agreement pursuant to Section

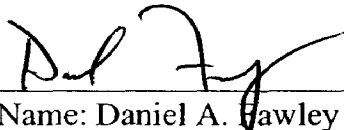
10.9(a) of the Security Agreement, the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Page Follows]

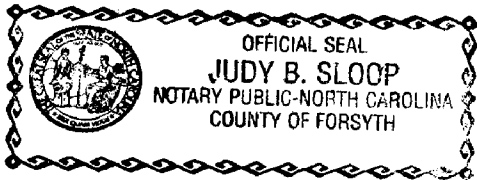
IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 30th day of July, 2004.

GMB, INC.,
as Assignor

By: 
Name: Daniel A. Hawley
Title: Treasurer

COUNTY OF FORSYTH

did so by authority of the Board of Directors of said corporation.



Judy B. Sloop
Notary Public

JPMORGAN CHASE BANK,
as Collateral Agent, and as Assignee

By: 

Name: Robert T. Sacks

Title: Managing Director

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 30th day of July, 2004, before me personally came Robert T. Sacks who, being by me duly sworn, did state as follows: that he is Managing Director of JPMorgan Chase Bank, that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

MAY KAREN YIP DANIELS
Notary Public, State of New York
No. 01YI6111759
Qualified in New York County
Commission Expires June 20, 2008