

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Salem Leasing Corporation		04/26/2005	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wachovia Bank, National Association		
<b>Street Address:</b>	201 South College Street		
<b>Internal Address:</b>	8th Floor		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1690899	SALEM SS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)353-3854		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	704 331 5792		
<b>Email:</b>	gjones@kennedycovington.com		
<b>Correspondent Name:</b>	Karl S. Sawyer Jr., Esq.		
<b>Address Line 1:</b>	214 N. Tryon Street		
<b>Address Line 2:</b>	Hearst Tower - 47th Floor		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	GeoRene Jones, TM Paralegal		
<b>Signature:</b>	/GeoRene Jones/		
<b>Date:</b>	06/01/2005		

OP \$40.00 1690899

Total Attachments: 4

source=Salem 2#page1.tif

source=Salem 2#page2.tif

source=Salem 2#page3.tif

source=Salem 2#page4.tif

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of April 26, 2005 by and between SALEM LEASING CORPORATION, a North Carolina corporation (the "Grantor"), having its principal place of business at 175 Charlois Boulevard, Winston-Salem, North Carolina 27103, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8<sup>th</sup> Floor, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of April 26, 2005 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between the Grantor, certain of its affiliates, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of April 26, 2005, by and among the Grantor, certain of its affiliates and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants and pledges to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration described on Schedule A or (b) injury to the goodwill associated with any Trademark or Trademark registration described on Schedule A; and

(iii) all proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

SALEM LEASING CORPORATION, as Grantor

By: [Signature]  
Name: C. Stephen Dula  
Title: Senior Vice President – Finance,  
Secretary, and Treasurer

ACKNOWLEDGMENT

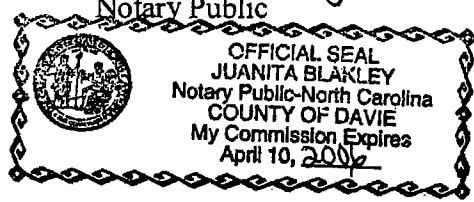
STATE OF N. Carolina  
COUNTY OF Forsyth

I, Juanita Blakley, a Notary Public for said County and State, do hereby certify that C. Stephen Dula personally appeared before me this day and stated that he is the Senior Vice President-Finance Secretary and Treasurer of Salem Leasing Corporation and acknowledged, on behalf of Salem Leasing Corporation the due execution of the foregoing instrument.

Witness my hand and official seal, this 20<sup>th</sup> day of April, 2005.

Juanita Blakley  
Notary Public

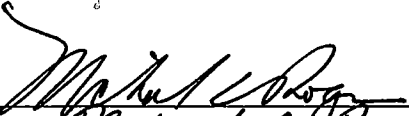
My commission expires:  
April 10, 2006



[Signature Pages Continue]

Agreed and Accepted as of the dated first above written.

**WACHOVIA BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent

By:   
Name: Michael C. Rogers  
Title: VP

Schedule A to Trademark Security Agreement

TRADEMARK

Trademark or Service Mark	Registration No.	Registration Date
SALEM SS (Stylized)	1,690,899	June 2, 1992 Renewed until June 2, 2012

2318172.02  
LIB: CHARLOTTE