

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rosswil LLC		06/17/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Collateral Agent:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77122367	LEVI GARRETT & SON SINCE 1782
Serial Number:	77130392	LIVE GARRETT & SONS SINCE 1782
Serial Number:	77130385	
Serial Number:	77122272	H.B.SCOTT
Serial Number:	77130387	

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-819-8923
 Email: trademarkdocket@whitecase.com
 Correspondent Name: Matthew Bart
 Address Line 1: White & Case LLP
 Address Line 2: 1155 Avenue of the Americas
 Address Line 4: New York, NEW YORK 10036

CH \$140.00 77122367

ATTORNEY DOCKET NUMBER:	1107993-0127
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	06/28/2007
Total Attachments: 7 source=Rosswil#page1.tif source=Rosswil#page2.tif source=Rosswil#page3.tif source=Rosswil#page4.tif source=Rosswil#page5.tif source=Rosswil#page6.tif source=Rosswil#page7.tif	

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES
PATENTS AND TRADEMARKS

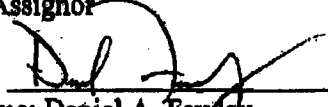
FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, ROSSWIL LLC, a Delaware limited liability company (the "Assignor") with principal offices at 813 Ridge Lake Blvd, Memphis, TN 38120, hereby assigns and grants to JPMORGAN CHASE BANK, N.A., as Collateral 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 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, amended and restated as of July 30, 2004, and as further amended and restated as of May 31, 2006 (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.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 1st day of May, 2007.

ROSSWIL LLC,
as Assignor

By: 
Name: Daniel A. Fayley
Title: Vice President and Treasurer

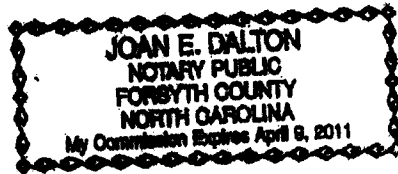
JPMORGAN CHASE BANK, N.A.,
as Collateral Agent, and as Assignee

By: _____
Name:
Title:

State of North Carolina
County of Forsyth) ss.:

On this 17 day of May, 2007, before me personally came Daniel A. Fawley who, being duly sworn, did depose and say the he is Vice President and Treasurer of Rosswil LLC, 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.


Joan E. Dalton
Notary Public



IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest
as of the 1st day of ~~May~~, 2007.

June

ROSSWIL LLC,
as Assignor

By: 
Name: Daniel A. Fayley
Title: Vice President and Treasurer

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent, and as Assignee

By: 
Name: Thomas T. Hou
Title: Executive Director

State of New York)
) ss.:
County of New York)

On this 16th day of June, 2007, before me personally came Thomas T. Ho who, being duly sworn, did state as follows: that [s]he is Executive Director of JPMorgan Chase Bank, N. A., that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Edeline C. Adderley
Notary Public

EDELINE C. ADDERLEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 61A06070040 QUALIFIED IN BRONX COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2010

SCHEDULE A

MARKS

REGISTRATIONS:

NONE

APPLICATIONS:

Country/ Trademark	Application No.	Application Date
United States Design of Streetscape (Levi Garrett)	77/122367	3/5/2007
United States Design of Streetscape (New Levi Garrett)	77/130392	3/14/2007
United States Design Drawing of a Bear (Grizzly)	77/130385	3/14/2007
United States Design of a Man, Tobacco Leaves and Tobacco Barrels (H. B. Scott)	77/122272	3/5/2007
United States Design of a Truck, Baskets and Peaches and a Landscape (Peschey)	77/130387	3/14/2007

SCHEDULE B

PATENTS

NONE