

# 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
GMB, Inc.		01/31/2008	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	JP Morgan Chase Bank, N.A.		
Street Address:	4 New York Plaza, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Collateral Agent:		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3309825	FLOW	
Registration Number:	3293162	FROST	
Registration Number:	3341829	XL	
Registration Number:	3343331	YOUR BEST VALUE JUST GOT BETTER	
Serial Number:	77331818	FROST	
Serial Number:	77296443	ORBS	
Serial Number:	77323242	PLEASURE SINCE 1913	
Serial Number:	77296449	STIX	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-819-8200		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Matthew Bart		

CH \$215.00 3309825

900101754

TRADEMARK  
 REEL: 003740 FRAME: 0923

Address Line 1: White & Case LLP  
Address Line 2: 1155 Avenue of the Americas  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1107993-0127
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NAME OF SUBMITTER:	Matthew Bart
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Signature:	/Matthew Bart/
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Date:	03/17/2008
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Total Attachments: 5 source=GMB Assignment#page1.tif source=GMB Assignment#page2.tif source=GMB Assignment#page3.tif source=GMB Assignment#page4.tif source=GMB Assignment#page5.tif
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**ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES**  
**PATENTS AND TRADEMARKS**

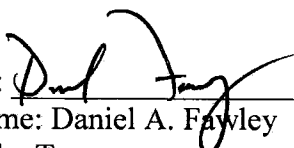
**FOR GOOD AND VALUABLE CONSIDERATION**, the sufficiency and receipt of which are hereby acknowledged, GMB, INC., a North Carolina corporation (the "Assignor") with principal offices at Jefferson Square, Suite 10, 153 Jefferson Church Road, King, NC 27021, hereby assigns and grants to JPMORGAN CHASE BANK, N.A., as Collateral Agent, with principal offices at 4 New York Plaza, 4<sup>th</sup> Floor, New York, New York 10004 (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, amended and restated as of May 31, 2006 and as further amended and restated as of June 28, 2007 (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.

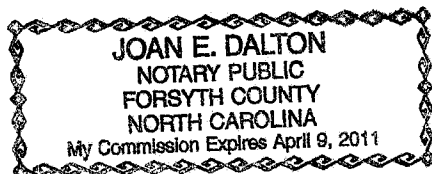
IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 30<sup>th</sup> day of January, 2008.

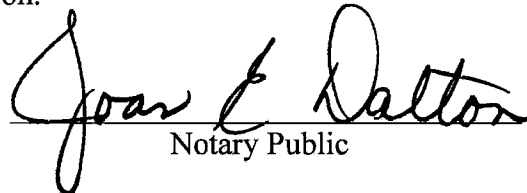
**GMB, INC.**  
as Assignor

By:   
Name: Daniel A. Fawley  
Title: Treasurer

State of North Carolina     )  
  )  
County of Forsyth            )

On this 30<sup>th</sup> day of January, 2008, before me personally came Daniel A. Fawley who, being duly sworn, did depose and say the he is Treasurer of GMB, Inc., 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

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 31 day of January, 2008.

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

By: Barbara R Marks  
Name: Barbara R Marks  
Title: Executive Director

State of New York )  
County of New York )

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On this 31 day of January, 2008, before me personally came Barbara Marks 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. 01AD6079940 QUALIFIED IN BRONX COUNTY  
CERTIFICATE FILED IN NEW YORK COUNTY  
MY COMMISSION EXPIRES SEPT. 3, 2010

**MARKS****REGISTRATIONS:**

Country/ Trademark	Registration No.	Registration Date
United States FLOW	3309825	10/9/07
United States FROST	3293162	9/18/07
United States XL	3341829	11/20/07
United States YOUR BEST VALUE JUST GOT BETTER	3343331	11/27/07
European Union BEES	5326962	8/2/07
European Union PHATS	4991857	3/16/07
European Union TRIBECA CRUSH	5326954	8/2/07

**APPLICATIONS:**

Country/ Trademark	Application No.	Application Date
United States FROST	77/331818	11/16/07
United States ORBS	77/296443	10/4/07
United States PLEASURE SINCE 1913	77/323242	11/7/07
United States STIX	77/296449	10/4/07

PATENTS

NONE