

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		09/26/2011	Collateral Agent:

RECEIVING PARTY DATA

Name:	GMB Inc.
Street Address:	401 North Main Street
City:	Winston-Salem
State/Country:	NORTH CAROLINA
Postal Code:	27101
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3137358	AEGEANS
Registration Number:	3194975	CAMEL TURKISH SILVER
Registration Number:	3136591	CUTLASS
Registration Number:	3112840	MARSHALL MCGEARTY TOBACCO ARTISANS
Registration Number:	3220677	MUSE
Registration Number:	3172555	NORTH STAR
Registration Number:	3162538	SMOKEONE
Registration Number:	3143499	THE EARL
Registration Number:	3436742	NO. 9
Registration Number:	3382463	CAMEL NO. 9
Registration Number:	3293162	FROST
Registration Number:	3343331	YOUR BEST VALUE JUST GOT BETTER
Registration Number:	3211464	CAMEL
Registration Number:	3393412	GROOVE

CH \$365.00 3137358

CORRESPONDENCE DATA

Fax Number: (336)733-8473
Phone: (336) 721-3747
Email: trademarkswinston@wcsr.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Randel S. Springer
Address Line 1: Womble Carlyle Sandridge & Rice, LLP
Address Line 2: One West Fourth Street
Address Line 4: Winston-Salem, NORTH CAROLINA 27101

ATTORNEY DOCKET NUMBER:	10781.0335.0
NAME OF SUBMITTER:	Randel S. Springer
Signature:	/Randy Springer/
Date:	11/02/2011

Total Attachments: 3
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TRADEMARK RELEASE

THIS TRADEMARK RELEASE, dated as of this 26th day of September, 2011, given by JPMorgan Chase Bank, N.A., as Collateral Agent (the "Assignor"), with principal offices at 270 Park Avenue, New York, NY, 10017, to GMB, Inc., a North Carolina corporation (together with any successors-in-interest to the Marks, the "Assignee"), having an address at 401 North Main Street, Winston-Salem, NC, 27101 as follows:

W I T N E S S E T H


WHEREAS, pursuant to the Assignment of Security Interest in U.S. Trademarks, dated effective as of May 17, 2007, between Assignor and Assignee (the "Trademark Security Agreement"), the Assignee granted to the Assignor a security interest in (i) all of Assignee's right, title and interest in and to the trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the business with which the Marks are associated and, (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same (the "Trademark Collateral"), to secure the satisfactory performance and payment of all the Obligations (as defined in that certain Security Agreement, dated as of July 15, 2003, among the Assignee, the other assignors from time to time party thereto and the Assignor (as amended, restated, modified and/or supplemented from time to time, the "Security Agreement")) of the Assignee; and

WHEREAS, the Assignor wishes to release its security interest and restore all right, title and interest in and to the Trademark Collateral to the Assignee and to dissolve any and all liens and encumbrances respecting the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor hereby releases and discharges its security interest, and quit claims, reconveys, and relinquishes unto the Assignee all of its right, title and interest, in the Trademark Collateral granted to Assignor by the Assignee pursuant to the Trademark Security Agreement, which Trademark Security Agreement was duly recorded on June 17, 2008 at Reel/Frame 3797/0393 in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

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

By 
Linda A. Carper
Executive Director

Name:
Title:

Schedule A

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Date of Reg./Applic.</u>
AEGEANS	3137358	8/29/2006
CAMEL TURKISH SILVER	3194975	1/2/2007
CUTLASS	3136591	8/29/2006
MARSHALL MCGEARTY TOBACCO ARTISANS	3112840	7/4/2006
MUSE	3220677	3/20/2007
NORTH STAR	3172555	11/14/2006
SMOKBONE	3162538	10/24/2006
THE EARL	3143499	9/12/2006
NO. 9	3436742	5/27/2008
CAMEL NO. 9	3382463	2/12/2008
FROST	3293162	9/18/2007
YOUR BEST VALUE JUST GOT BETTER	3343331	11/27/2007
CAMEL	3211464	2/20/2007
GROOVE	3393412	3/4/2008