

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: 9

Property Type	Number	Word Mark
Registration Number:	3274446	1 1 1 SMOKE ONE
Registration Number:	3375847	
Registration Number:	3375848	SALEM
Registration Number:	3886615	CAMEL CRUSH
Registration Number:	3886620	CAMEL CRUSH
Registration Number:	3486051	SALEM
Serial Number:	77291449	A REVOLUTION IN PLEASURE
Registration Number:	3726037	PLEASURE FOR WHEREVER
Registration Number:	3279801	

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.

900206103

**TRADEMARK
 REEL: 004652 FRAME: 0992**

CH \$240.00 3274446

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
source=GMB 5#page1.tif
source=GMB 5#page2.tif
source=GMB 5#page3.tif

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 October 29, 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 24, 2008, at Reel/Frame 3802/0103 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>
SMOKE ONE STYLIZED AND LABEL D	3274446	8/07/2007
Camel Device III	3375847	1/29/2008
SALEM and Label Design X	3375848	1/29/2008
CAMEL CRUSH	3886615	12/7/2010
CAMEL CRUSH Stylized	3886620	12/7/2010
SALEM and Label Design XI	3486051	8/12/2008
A REVOLUTION IN PLEASURE	77/291449	9/28/2007
PLEASURE FOR WHEREVER	3726037	12/15/2009
Salem Leaf Device I	3279801	8/14/2007