# CH \$115.00

### 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:	Rosswil LLC	
Street Address:	813 Ridge Lake Boulevard	
City:	Memphis	
State/Country:	TENNESSEE	
Postal Code:	38120	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3347348	
Registration Number:	3417001	LEVI GARRETT & SON SINCE 1782
Registration Number:	3404405	H.B.SCOTT
Registration Number:	3404426	

### **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 Sandrdidge & Rice, LLP

Address Line 2: One West Fourth Street

Address Line 4: Winston-Salem, NORTH CAROLINA 27101

ATTORNEY DOCKET NUMBER: 10781.0335.0

TRADEMARK

REEL: 004653 FRAME: 0875

900206221

NAME OF SUBMITTER:	Randel S. Springer
Signature:	/Randy Springer/
Date:	11/03/2011
Total Attachments: 3 source=Rosswil tm release #3#page1.tif source=Rosswil tm release #3#page2.tif source=Rosswil tm release #3#page3.tif	

TRADEMARK REEL: 004653 FRAME: 0876

### TRADEMARK RELEASE

THIS TRADEMARK RELEASE, dated as of this 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 Rosswil LLC, a Delaware limited liability company (together with any successors-in-interest to the Marks, the "Assignee"), having an address at 813 Ridge Lake Boulevard, Memphis, TN, 38120 as follows:

### WITNESSETH

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 3797/0369 in the United States Patent and Trademark Office.

TRADEMARK REEL: 004653 FRAME: 0877 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

Name: Title:

Executive Director

Rosswil LLC IP Release

# Schedule A

Mark	Serial/Reg. No.	Date of Reg./Applic.
Design Drawing of a Bear (Grizzly)	3347348	12/4/2007
Design of Streetscape (Levi Garrett)	3417001	4/29/2008
Design of a Man, Tobacco Leaves and Tobacco Barrels (H.B. Scott)	3404405	4/1/2008
Design of a Truck, Baskets and Peaches and a Landscape (Peachey)	3404426	4/1/2008

TRADEMARK REEL: 004653 FRAME: 0879

**RECORDED: 11/03/2011**