

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:	3136591	CUTLASS
Registration Number:	3080558	KARMELITA
Registration Number:	3091306	MARSHALL MCGEARTY
Registration Number:	3112840	MARSHALL MCGEARTY TOBACCO ARTISANS
Registration Number:	3023031	SALEM COOL MYST
Registration Number:	3048800	SALEM COOL MYST
Registration Number:	3003902	SALEM DARK CURRENTS
Registration Number:	3003903	SALEM DEEP FREEZE
Registration Number:	3003904	SALEM FIRE & ICE

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.

900206099

**TRADEMARK
 REEL: 004652 FRAME: 0966**

CH \$240.00 3136591

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 July 30, 2004, 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 October 8, 2004, at Reel/Frame 3062/0262 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 
Name: **Linda A. Carper**
Title: **Executive Director**

Schedule A

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Date of Reg./Applic.</u>
CUTLASS	3136591	8/29/2006
KARMELITA	3080558	4/11/2006
MARSHALL MCGEARTY	3091306	5/9/2006
MARSHALL MCGEARTY TOBACCO ARTISANS	3112840	7/4/2006
SALEM COOL MYST	3023031	12/6/2005
SALEM COOL MYST AND LABEL DESI	3048800	1/24/2006
SALEM DARK CURRENTS AND LABEL	3003902	10/4/2005
SALEM DEEP FREEZE AND LABEL DE	3003903	10/4/2005
SALEM FIRE & ICE AND LABEL DES	3003904	10/4/2005