

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.		06/17/2007	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Collateral Agent:

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3136591	CUTLASS
Registration Number:	3112840	MARSHALL MCGEARTY TOBACCO ARTISANS
Registration Number:	3137358	AEGEANS
Registration Number:	3143499	THE EARL
Registration Number:	3172555	NORTH STAR
Registration Number:	3162538	SMOKEONE
Registration Number:	3194975	CAMEL TURKISH SILVER
Registration Number:	3211464	CAMEL
Registration Number:	3220677	MUSE
Serial Number:	78937756	GROOVE
Serial Number:	77016556	CAMEL NO. 9
Serial Number:	77016555	NO. 9
Serial Number:	77061200	BMF

CH \$565.00 3136591

Serial Number:	77061198	DUO
Serial Number:	77061197	NOIR
Serial Number:	77062235	FROST
Serial Number:	77100192	KOOL DEUCE
Serial Number:	77102773	ORIENTAL MENTHE
Serial Number:	77128697	KOOL XS
Serial Number:	77134110	REVOS
Serial Number:	77128698	XS
Serial Number:	77128124	YOUR BEST VALUE JUST GOT BETTER

CORRESPONDENCE DATA

Fax Number: (212)354-8113

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-819-8923

Email: trademarkdocket@whitecase.com

Correspondent Name: Matthew Bart

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
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	06/27/2007

Total Attachments: 11
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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 401 North Main Street, Winston-Salem, NC 27101, hereby assigns and grants to JPMORGAN CHASE BANK, N.A., as Collateral Agent, with principal offices at 270 Park Avenue, New York, New York 10017 (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, and as further amended and restated as of May 31, 2006 (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 17th day of May, 2007.

GMB, INC.
as Assignor

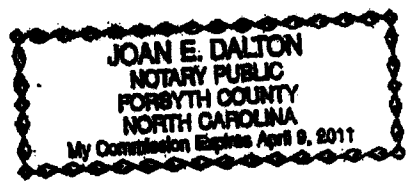
By: 
Name: Daniel A. Fawley
Title: Treasurer

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

By: _____
Name:
Title:

State of North Carolina
County of Forsyth) ss.:

On this 7 day of May, 2007, 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.



Joan E Dalton
Notary Public

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest
as of the 7th day of ~~May~~, 2007.

June

GMB, INC.
as Assignor

By: 

Name: Daniel A. Fawley
Title: Treasurer

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

By: 

Name: Thomas T. Hou
Title: Executive Director

State of New York)
) ss.:
County of New York)

On this th 18 day of June, 2007, before me personally came Thomas T. Hou 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.

Edeleine C. Adderley
Notary Public

EDELINE C. ADDERLEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 014087040 QUALIFIED IN BRONX COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2010

SCHEDULE A

MARKS

REGISTRATIONS:

Country/ Trademark	Registration No.	Registration Date	Application No.	Application Date
United States CUTLASS	3136591	8/29/2006	78/392617	3/29/2004
United States MARSHALL MCGEARTY TOBACCO ARTISANS	3112840	7/4/2006	78/451289	7/15/2004
United States AGEANS	3137358	8/29/2006	78/493857	10/4/2004
United States THE EARL	3143499	9/12/2006	78/573447	2/23/2005
United States NORTH STAR	3172555	11/14/2006	78/691489	8/12/2005
United States SMOKBONE	3162538	10/24/2006	78/766366	12/5/2005
United States CAMEL TURKISH SILVER	3194975	1/2/2007	78/493858	10/4/2004
United States CAMEL (for Snus)	3211464	2/20/2007	78/904558	6/9/2006
United States MUSE	3220677	3/20/2007	78/622065	5/4/2005
Ukraine REYNOLDS AND LABEL DESIGN 1	64146	7/17/2006	20040909453/T	9/7/2004
United Arab Emirates REYNOLDS	61076	7/9/2006	72569	8/22/2005
Taiwan CAROLINA GOLD	1299274	9/16/2006	094051826	10/27/2005
Taiwan ICEBOX	1229275	9/16/2006	094051827	10/27/2005
Taiwan METRO	1231384	10/1/2006	094051828	10/27/2005
Taiwan MONDO	1229276	9/16/2006	094051829	10/27/2005
Iran MONDO	138971	12/27/2006	84080711	11/5/2005
Japan MONDO	4995968	10/13/2006	2005-104921	11/9/2005
United Arab Emirates CAROLINA GOLD	61387	7/16/2006	74792	11/9/2005
United Arab Emirates ICEBOX	61388	7/16/2006	74788	1/13/2006
Mexico MARSHALL MCGEARTY	947503	8/14/2006	760596	2/9/2006

Country/ Trademark	Registration No.	Registration Date	Application No.	Application Date
Norway AUSTIN	236864	12/14/2006	200601322	2/9/2006
Andorra BEES	23178	7/14/2006	23178	7/14/2006
Andorra BIG MCCOY	23176	7/14/2006	23176	7/14/2006
Andorra METRO	23175	7/14/2006	23175	7/14/2006
Andorra PINK	23177	7/14/2006	23177	7/14/2006
Andorra TRIBECA CRUSH	23180	7/14/2006	23180	7/14/2006
Bulgaria ACTION PACK	2024982	1/8/2002	Same as Reg. No.	1/9/2001
Bulgaria AUSTIN	1381086	12/15/2000	Same as Reg. No.	11/11/1999
Bulgaria CAROLINA GOLD	871575	11/9/2005	None	11/9/2005
Bulgaria GYRO	1489301	6/11/2001	Same as Reg. No.	2/28/2000
Bulgaria ICEBOX	871594	11/9/2005	None	11/9/2005
Bulgaria MARSHALL MCGEARTY TOBACCO ARTISANS Stylized & Design	3960771	11/7/2005	Same as Reg. No.	7/29/2004
Bulgaria MCCOY	2353738	6/17/2003	Same as Reg. No.	8/31/2001
Bulgaria METRO	871595	11/9/2005	None	11/9/2005
Bulgaria MONDO	1680701	7/24/2001	Same as Reg. No.	5/31/2000
Bulgaria OPTION	871445	11/9/2005	None	11/9/2005
Bulgaria REDSTON	1780303	10/3/2001	Same as Reg. No.	7/31/2000
Bulgaria REYNOLDS	2353712	11/27/2002	Same as Reg. No.	8/31/2001
Bulgaria REYNOLDS and Label Design 1	2793420	2/11/2004	Same as Reg. No.	7/31/2002
Bulgaria REYNOLDS Label Design 1	2353753	11/27/2002	Same as Reg. No.	8/31/2001
Bulgaria RITUAL	1489160	3/6/2001	Same as Reg. No.	2/28/2000
Bulgaria RJR	2438638	3/26/2003	Same as Reg. No.	11/5/2001

Country/ Trademark	Registration No.	Registration Date	Application No.	Application Date
Bulgaria ROCKLAND	2031441	3/12/2002	Same as Reg. No.	1/31/2001
Bulgaria SEDONA	1489251	3/6/2001	Same as Reg. No.	2/28/2000
Bulgaria SLIDE-O-MATIC	2031417	1/30/2002	Same as Reg. No.	1/31/2001
Bulgaria TRIBECA	1380633	12/15/2000	Same as Reg. No.	11/30/1999
Bulgaria TURKISH GOLD	2211167	7/5/2002	Same as Reg. No.	5/31/2001
Bulgaria TURKISH JADE	2211118	7/5/2002	Same as Reg. No.	5/31/2001
Bulgaria ZUNI	1489327	3/6/2001	Same as Reg. No.	2/28/2000
Norway AUSTIN	236864	12/14/2006	200601322	2/9/2006
Romania ACTION PACK	2024982	1/8/2002	2024982	1/9/2001
Romania AUSTIN	1381086	12/15/2000	1381086	11/11/1999
Romania CAROLINA GOLD	871575	11/9/2005	None	11/9/2005
Romania GYRO	1489301	6/11/2001	1489301	2/28/2000
Romania ICEBOX	871594	11/9/2005	None	11/9/2005
Romania MARSHALL MCGEARTY TOBACCO ARTISANS	3960771	11/7/2005	3960771	7/29/2004
Romania MCCOY	2353738	6/17/2003	2353738	8/31/2001
Romania METRO	871595	11/9/2005	None	11/9/2005
Romania MONDO	1680701	7/24/2001	1680701	5/31/2000
Romania OPTION	871445	11/9/2005	None	11/9/2005
Romania REDSTON	1780303	10/3/2001	Same as Reg. No.	7/31/2000
Romania REYNOLDS	2353712	11/27/2002	Same as Reg. No.	8/31/2001
Romania REYNOLDS and Label Design 1	2793420	2/11/2004	Same as Reg. No.	7/31/2002
Romania REYNOLDS Label Design 1	2353753	11/27/2002	Same as Reg. No.	8/31/2001
Romania RITUAL	1489160	3/6/2001	Same as Reg. No.	2/28/2000

Country/ Trademark	Registration No.	Registration Date	Application No.	Application Date
Romania RJR	2438638	3/26/2003	Same as Reg. No.	11/5/2001
Romania ROCKLAND	2031441	3/12/2002	Same as Reg. No.	1/31/2001
Romania SEDONA	1489251	3/6/2001	Same as Reg. No.	2/28/2000
Romania SLIDE-O-MATIC	2031417	1/30/2002	Same as Reg. No.	1/31/2001
Romania TRIBECA	1380633	12/15/2000	Same as Reg. No.	11/30/1999
Romania TURKISH GOLD	2211167	7/5/2002	Same as Reg. No.	5/31/2001
Romania TURKISH JADE	2211118	7/5/2002	Same as Reg. No.	5/31/2001
Romania ZUNI	1489327	3/6/2001	Same as Reg. No.	2/28/2000
Taiwan METRO	1231384	10/1/2006	094051828	10/27/2005

Note: The new registrations in Bulgaria & Romania are automatic extensions of Community Trademarks resulting from the membership of Bulgaria and Romania in the European Union, effective Jan. 1, 2007

APPLICATIONS:

Country/ Trademark	Application No.	Application Date
United States GROOVE	78/937756	7/26/2006
United States CAMEL NO. 9	77/016556	10/9/2006
United States NO. 9	77/016555	12/11/2006
United States BMF	77/061200	12/11/2006
United States DUO	77/061198	12/11/2006
United States NOIR	77/061197	12/11/2006
United States FROST	77/062235	12/12/2006
United States KOOL DEUCE	77/100192	2/6/2007
United States ORIENTAL MENTHE	77/102773	2/8/2007

Country/ Trademark	Application No.	Application Date
United States KOOL XS	77/128697	3/12/2007
United States REVOS	77/134110	3/19/2007
United States XS	77/128698	3/12/2007
United States YOUR BEST VALUE JUST GOT BETTER	77/128124	3/12/2007
Russian Federation M. MCGEARTY	2006724728	8/29/2006
Russian Federation MCGEARTY	2006724729	8/29/2006
Community Trademark BEES	5326962	9/6/2006

SCHEDULE B

PATENTS

NONE