

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.		07/27/2007	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: 2			
Property Type	Number	Word Mark	
Serial Number:	78903762		
Serial Number:	77216883		
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-819-8200		
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/		

CH \$65.00 78903762

Date:

05/19/2008

Total Attachments: 7

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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 Jefferson Square, Suite 10, 153 Jefferson Church Road, King, NC 27021, 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, amended and restated as of May 31, 2006 and as further amended and restated as of June 28, 2007 (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 21 day of July, 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:

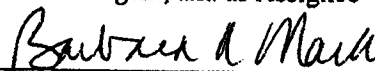
Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 21 day of July, 2007.

GMB, INC.
as Assignor

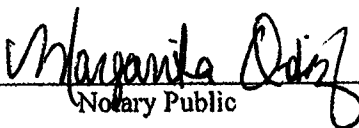
By: 
Name: Daniel A. Fawley
Title: Treasurer

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

By: 
Name: **BARBARA R. MARKS**
Title: **EXECUTIVE DIRECTOR**

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

On this _____ day of July, 2007, before me personally came BARBARA R. MARKS 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.



Notary Public

MARGARITA ORTIZ
Notary Public, State of New York
Qualified in Bronx County
Reg. No. 01OR6041062
My Commission Expires May 1, 20 10

MARKS

REGISTRATIONS:

NONE

APPLICATIONS:

Country/ Trademark	Application No.	Application Date
United States SALEM Leaf Device I	78/903762	6/08/2007
United States CAMEL Snus Can Design	77/216883	6/27/2007

SCHEDULE B

PATENTS

NONE