

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GMB, Inc.		10/29/2007	CORPORATION: NORTH CAROLINA

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	4 New York Plaza, 4th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10004
<b>Entity Type:</b>	Collateral Agent:

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	3279801	
Registration Number:	3274446	1 1 1 SMOKE ONE
Serial Number:	77221347	
Serial Number:	77221352	SALEM
Serial Number:	77242985	CAMEL CRUSH
Serial Number:	77253306	CAMEL CRUSH
Serial Number:	77242987	DARK
Serial Number:	77254367	THINK CLEAN KEEP IT GREEN
Serial Number:	77271130	SALEM
Serial Number:	77278715	BREAKS
Serial Number:	77278718	
Serial Number:	77285906	
Serial Number:	77285909	ZEST
Serial Number:	77290203	BORNEO GOLD

CH \$490.00 3279801

Serial Number:	77290207	THE VOYAGER
Serial Number:	77291449	A REVOLUTION IN PLEASURE
Serial Number:	77290205	MAYAN RESERVE
Serial Number:	77291452	PLEASURE FOR WHEREVER
Serial Number:	77291455	THE NEXT LEVEL OF PLEASURE

**CORRESPONDENCE DATA**

Fax Number: (212)354-8113

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

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/
Date:	06/24/2008

**Total Attachments: 5**

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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 4 New York Plaza, 4<sup>th</sup> Floor, New York, New York 10004 (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.

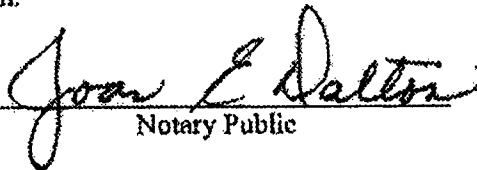
IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 29<sup>th</sup> day of October, 2007.

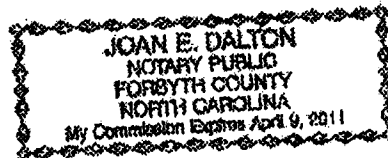
GMB, INC.  
as Assignor

By:   
Name: Daniel A. Pawley  
Title: Treasurer

State of North Carolina     )  
  )  
County of Forsyth            )

On this 29<sup>th</sup> day of October, 2007, before me personally came Daniel A. Pawley 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.

  
Notary Public



IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 20<sup>th</sup> day of ~~October, 2007~~. June, 2008

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

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

State of New York )  
County of New York )

On this 20<sup>th</sup> day of ~~October, 2007~~ June, 2008, 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.

Edeline C. Adderley  
Notary Public

EDELINE C. ADDERLEY  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01AD6079940 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
United States Salem Leaf Device I	3279801	8/14/2007
United States SMOKE ONE Stylized and Label Design	3274446	8/7/2007

APPLICATIONS:

Country/ Trademark	Application No.	Application Date
United States Camel Device III	77/221347	7/3/2007
United States SALEM and Label Design X	77/221352	7/3/2007
United States CAMEL CRUSH	77/242985	7/31/2007
United States CAMEL CRUSH Stylized	77/253306	8/13/2007
United States DARK with Interlocking O's	77/242987	7/31/2007
United States THINK CLEAN KEEP IT GREEN	77/254367	8/14/2007
United States SALEM and Label Design XI	77/271130	9/4/2007
United States BREAKS	77/278715	9/17/2007
United States Camel Device with Fast Forward Device	77/278718	9/13/2007
United States Camel Device with Forward Device	77/285906	9/21/2007
United States ZEST	77/285909	9/21/2007
United States BORNEO GOLD	77/290203	9/27/2007
United States MAYAN RESERVE	77/290205	9/27/2007
United States THE VOYAGER	77/290207	9/27/2007
United States A REVOLUTION IN PLEASURE	77/291449	9/28/2007
United States PLEASURE FOR WHEREVER	77/291452	9/28/2007
United States THE NEXT LEVEL OF PLEASURE	77/291455	9/28/2007

GMB, Inc. 3<sup>rd</sup> qtr 2007

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