

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2612328

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE LUCKS COMPANY	09/14/2012
RECEIVING PARTY DATA	
Name:	COLE TAYLOR BANK
Street Address:	9550 W HIGGINS ROAD
City:	ROSEMONT
State/Country:	ILLINOIS
Postal Code:	60018
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D393979
Patent Number:	D393978
CORRESPONDENCE DATA	
Fax Number:	(503)778-2200
Phone:	(503) 778-2137
Email:	trademarks@lanepowell.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	LISA M. DAVIS, C/O LANE POWELL PC
Address Line 1:	601 SW 2ND AVENUE, SUITE 2100
Address Line 4:	PORTLAND, OREGON 97204
ATTORNEY DOCKET NUMBER:	126805.1
NAME OF SUBMITTER:	LISA M. DAVIS
Signature:	/lisamdavis/
Date:	11/12/2013

OP \$80.00 D393979

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, THE LUCKS COMPANY, a Washington corporation ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, COLE TAYLOR BANK, an Illinois banking corporation (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of September 14, 2012, between the Grantor and the Grantee (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) 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 Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

THE LUCKS COMPANY,
a Washington corporation

By: William G. Lucks
Name: WILLIAM G. LUCKS
Title: CHAIRMAN & CEO

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

THE LUCKS COMPANY,
a Washington corporation

By: William G. Lucks
Name: WILLIAM G. LUCKS
Title: CHAIRMAN & CEO

GRANTEE:

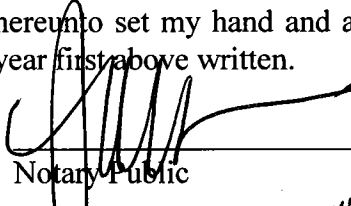
COLE TAYLOR BANK,
an Illinois banking corporation

By: RS
Name: Raphael Shin
Title: Senior Vice President

STATE OF WASHINGTON)
)
COUNTY OF KING)

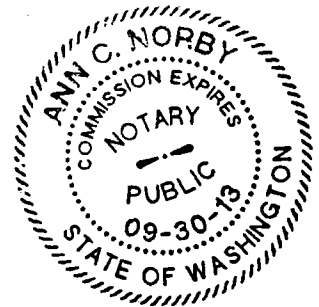
On this 12th day of September, 2012, before me personally came William G. Lucks to me known, who, being by me duly sworn did depose and say that he is the Chairman & CEO of The Lucks Company, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires: 09-30-13



STATE OF _____)
)
COUNTY OF _____)

On this ____ day of September, 2012, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is a _____ of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

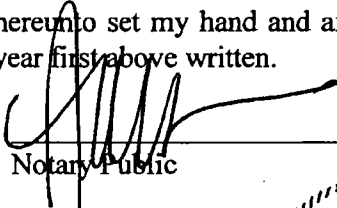
My Commission Expires: _____

STATE OF WASHINGTON)

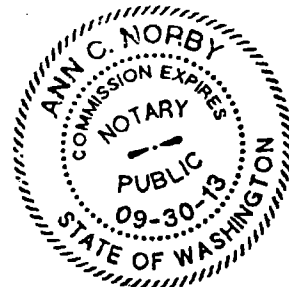
COUNTY OF KING)

On this 12th day of September, 2012, before me personally came William G. Lucks to me known, who, being by me duly sworn did depose and say that he is the Chairman & CEO of The Lucks Company, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires: 09-30-13



STATE OF Illinois)

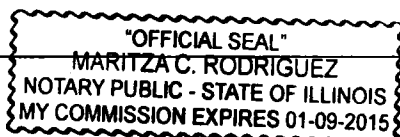
COUNTY OF Cook)

On this 14th day of September, 2012, before me personally came Ralph Shon, to me known, who, being by me duly sworn did depose and say that he is a SR. VP of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires: _____



Schedule A - Trademarks

Registered Trademarks

<u>Mark</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Status</u>
DEC-ONS	The Lucks Company	1201325	Registered 7/13/82
EDIBLE IMAGE	The Lucks Company	1766066	Registered 4/20/93
LUCKS & Design	The Lucks Company	1181367	Registered 12/8/81
LUCKS & Design	The Lucks Company	1373240	Registered 12/3/85
LUCKS DEC-ONS & Design	The Lucks Company	1203771	Registered 8/3/82
PIZZA FEST	The Lucks Company	3945321	Registered 4/12/11
PRINT-ONS	The Lucks Company	2367103	Registered 7/11/00

(Pursuant to the sale in 2004 of the assets of our Food Equipment division, Reg No. 1373240 has been licensed to ITW Food Equipment Group, LLC in perpetuity for use in “the manufacture, sale and distribution of equipment for preparing and cooking food, and services relating thereto, but not including food decorating products and services.”)

Unregistered Trademarks

Shimmer Ribbons™

Designer Prints™

Schedule B – Patents

<u>Title</u>	<u>Owner</u>	<u>Patent No.</u>	<u>Status</u>
Commercial baking oven door	The Lucks Company - security interest held by ITW Food Equipment Group LLC (recorded 3/29/04)	D393979	Issued 5/5/98 (just expired this year)
Commercial baking oven	The Lucks Company - security interest held by The CIT Group/Business Credit, Inc. (recorded 2/13/01) - security interest held by ITW Food Equipment Group LLC (recorded 3/29/04)	D393978	Issued 5/5/98 (just expired this year)