# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2802622

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
TRIENDA HOLDINGS, L.L.C.	03/28/2014

# **RECEIVING PARTY DATA**

Name:	COLE TAYLOR BANK	
Street Address:	9550 W. HIGGINS ROAD	
Internal Address:	ATTN: DOUG SHERLAG	
City:	ROSEMONT	
State/Country:	ILLINOIS	
Postal Code:	60018	

## **PROPERTY NUMBERS Total: 18**

Property Type	Number
Patent Number:	5566624
Patent Number:	5624630
Patent Number:	5800846
Patent Number:	5813355
Patent Number:	5829595
Patent Number:	5862917
Patent Number:	5975879
Patent Number:	6186078
Patent Number:	6234087
Patent Number:	6286693
Patent Number:	6550623
Patent Number:	6959650
Patent Number:	D369743
Patent Number:	D403413
Patent Number:	5197396
Patent Number:	5351629
Patent Number:	5885691
Patent Number:	5413052

## **CORRESPONDENCE DATA**

**PATENT** 

502756026 REEL: 032614 FRAME: 0877

**Fax Number:** (314)259-2020

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

**Phone:** 314-259-2000

**Email:** susan.murphy@bryancave.com

Correspondent Name: BRYAN CAVE LLP

Address Line 1: 211 NORTH BROADWAY, SUITE 3600

Address Line 4: ST. LOUIS, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0366859
NAME OF SUBMITTER:	MICHAEL ROYLE
SIGNATURE:	/Michael Royle/
DATE SIGNED:	04/07/2014

#### **Total Attachments: 8**

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## GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, Trienda Holdings, L.L.C., an Oklahoma limited liability company ("Grantor"), obtained interests in the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case to the extent set forth on <u>Schedule A</u> and <u>Schedule B</u> 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 Grantor's interest in 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 April 2, 2014, 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:
TRIENDA HOLDINGS, L.L.C.,
an Oklahoma limited liability company

By:
David Kruger, President

GRANTEE:

COLE TAYLOR BANK, an Illinois banking corporation

By: \_\_\_\_\_\_Cindy S. Jamroziak

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

GRANTOR: TRIENDA HOLDINGS, L.L.C., an Oklahoma limited liability company

GRANTEE:

COLE TAYLOR BANK, an Illinois banking corporation

By: ( A A ) A A Cindy S. Jamroziak (

Signature Page Chair of Security Interest in Trademarks and Patents

STATE OF IMISSOURI
COUNTY OF JACKSON)
On this A day of March, 2014, before me personally came David Kruger to me known, who, being by me duly sworn did depose and say that he is the President of TRIENDA HOLDINGS, L.L.C., 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: W14/2017
ANDREA J. CHILTON Notary Public - Notary Sea! STATE OF MISSOUR! Jackson County My Commission Expires: Nov 14, 2017 Commission # 13404320
STATE OF
COUNTY OF)
On this day of March, 2014, before me personally came Cindy S. Jamroziak, to me known, who, being by me duly sworn did depose and say that she is a Senior Vice President of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that she signed her 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 <u>WIS COMS O</u>M COUNTY OF <u>WALKES M</u>

On this 44 day of March, 2014, before me personally came David Kruger to me known, who, being by me duly sworn did depose and say that he is the President of TRIENDA HOLDINGS, L.L.C., 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,

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		votary Public		
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My Commission Exp	ex x-coc			

STATE OF WISCONS MY COUNTY OF Way Keshe

On this LTA day of March, 2014, before me personally came Cindy S. Jamroziak, to me known, who, being by me duly sworn did depose and say that she is a Senior Vice President of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that she signed her 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: 1/8/2017

PAULA J COHRS Notary Public State of Wisconsin

# Schedule A - Trademarks

Country	Trademark	Registration #	Issue Date	Owner
USA	BIG PAK	1,433,917	3/24/1987	TRIENDA HOLDINGS,
				L.L.C.
USA	DC	1,954,902	2/6/1996	TRIENDA HOLDINGS,
				L.L.C.
USA	EVER-LOK	2,029,260	1/7/1997	TRIENDA HOLDINGS,
				L.L.C.
USA	TRIENDA	1,967,292	6/20/1995	TRIENDA HOLDINGS,
				L.L.C.
USA	TRIENDA	1,926,678	10/10/1995	TRIENDA HOLDINGS,
				L.L.C.
USA	T TRIENDA	1,964,552	3/26/1996	TRIENDA HOLDINGS,
				L.L.C.
USA	T TRIENDA	1,932,297	10/31/1995	TRIENDA HOLDINGS,
				L.L.C.

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# Schedule B - Patents

Country	Patent Title	Patent #/	Issue Date/	Owner
		(Application #)	(File Date)	
USA	Twin-Sheet Thermoformed Pallet w/ High Stiffness Deck	5,566,624	Oct 22, 1996	TRIENDA HOLDINGS, L.L.C.
USA	Twin-sheet thermo- forming process with injected reinforcement	5,624,630	Apr 29, 1997	TRIENDA HOLDINGS, L.L.C.
USA	Twin-Sheet Thermo Apparatus w/ Hydraulic Array Mold Support	5,800,846	Sep 1, 1998	TRIENDA HOLDINGS, L.L.C.
USA	Twin Sheet Thermoformed Pallet w/ High Stiffness Deck	5,813,355	Sep 29, 1998	TRIENDA HOLDINGS, L.L.C.
USA	Thin Sheet Thermoformed Pallet Sleeve	5,829,595	Nov 3, 1998	TRIENDA HOLDINGS, L.L.C.
USA	Pallet Sleeve Clip w/ Visible Positive Open & Closed Positions	5,862,917	Jan 26, 1999	TRIENDA HOLDINGS, L.L.C.
USA	Rotatable Sheet Support Structure for a Twin- Sheet Thermoformer	5,975,879	Nov 2, 1999	TRIENDA HOLDINGS, L.L.C.
USA	Low Profile Material Handling Platform	6,186,078	Feb 13, 2001	TRIENDA HOLDINGS, L.L.C.
USA	Machine Dispensed Modular Pallet	6,234,087	May 22, 2001	TRIENDA HOLDINGS, L.L.C.
USA	Rack Support system for Plastic Pallets	6,286,693	Sep 11, 2001	TRIENDA HOLDINGS, L.L.C.
USA	Transportable Part Rack	6,550,623	Apr 22, 2003	TRIENDA HOLDINGS, L.L.C.
USA	Conveyorable Plastic Thermoformed Pallet & Method for Making Pallet	6,959,650	Nov 1, 2005	TRIENDA HOLDINGS, L.L.C.
USA	Plastic Pallet	D369,743	May 14, 1996	TRIENDA HOLDINGS, L.L.C.

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Country	Patent Title	Patent #/ (Application #)	Issue Date/ (File Date)	Owner
USA	Corner Bathtub	D403,413	Dec 29, 1998	TRIENDA HOLDINGS, L.L.C.
USA	Double Deck Plastic Pallet	5,197,396	March 30, 1993	TRIENDA HOLDINGS, L.L.C.
USA	Double Deck Plastic Pallet	5,351,629	Oct 4, 1994	TRIENDA HOLDINGS, L.L.C.
USA	Selectively Reinforced Thermoformed Article & Process	5,885,691	March 23, 1999	TRIENDA HOLDINGS, L.L.C.
USA	Plastic Pallet With Two Decks	5,413,052	May 9, 1995	TRIENDA HOLDINGS, L.L.C.

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**RECORDED: 04/07/2014**