

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	09/15/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Albert Whitman & Company		09/15/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Cole Taylor Bank
Street Address:	225 West Washington Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77076078	THE BOXCAR CHILDREN
Registration Number:	1571862	BOXCAR CHILDREN
Registration Number:	1718068	AW
Registration Number:	1713500	READ, BABY, READ!
Registration Number:	1705848	PRAIRIE
Registration Number:	2220510	THE ADVENTURES OF BENNY AND WATCH

CORRESPONDENCE DATA

Fax Number: (312)264-2494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-346-1300
 Email: docket@schwartzcooper.com, bsugar@schwartzcooper.com
 Correspondent Name: Bryan P Sugar
 Address Line 1: 180 N. LaSalle Street
 Address Line 2: Suite 2700

CH \$165.00 77076078

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 43636-9001

NAME OF SUBMITTER: Bryan P Sugar

Signature: /Bryan P Sugar/

Date: 11/09/2007

Total Attachments: 4

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SHORT FORM TRADEMARK SECURITY AGREEMENT

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of September 15, 2007, is between **ALBERT WHITMAN & COMPANY**, a Delaware corporation (the "Grantor"), in favor of **COLE TAYLOR BANK**, a national banking association (the "Lender").

WITNESSETH:

WHEREAS, the Grantor and Lender are parties to that certain Business Loan Agreement dated as of June 15, 2005 (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Credit Agreement"), pursuant to which the Lender agreed to make loans to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Lender and the Grantor entered into that certain Commercial Security Agreement dated as of June 15, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor has requested that the Lender extend the maturity date of the Credit Agreement, and pursuant to this request the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to extend the maturity date of the Credit Agreement and to induce the Lender to make further extensions of credit to the Grantor, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its obligations under the Credit Agreement or Security Agreement, hereby mortgages and pledges to the Lender and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral");

(a) all of its Trademarks, including, without limitation, those referred to on **Schedule 1** hereto; and


(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALBERT WHITMAN & COMPANY

By: 
Its: VP

Acknowledged:

COLE TAYLOR BANK

By: 
Its: VP

**SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT**

A. REGISTERED TRADEMARKS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
BOXCAR CHILDREN	1,571,862	12/19/1989
AW AND DESIGN	1,718,068	9/22/1992
READ, BABY, READ!	1,713,500	9/8/1992
PRAIRIE	1,705,848	8/4/1992
THE ADVENTURES OF BENNY AND WATCH	2,220,510	1/26/1999


B. TRADEMARKS APPLICATIONS

TRADEMARK	APPLICATION NUMBER	REGISTRATION DATE
THE BOXCAR CHILDREN	77/076,078	12/4/2007

ACKNOWLEDGEMENT OF GRANTOR

STATE OF ILLINOIS)
)ss.
COUNTY OF Cook)

On this 30th day of 2007 before me personally appeared Richard D. Gutrich proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Albert Whitman & Co., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

