

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
T Cast Holdings, LLC		10/28/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cole Taylor Bank		
<b>Street Address:</b>	9550 W. Higgins Road		
<b>City:</b>	Rosemont		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60018		
<b>Entity Type:</b>	banking corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2529333	TCI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)557-2049		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(215) 988-6991		
<b>Email:</b>	tarbox@blankrome.com		
<b>Correspondent Name:</b>	Olivia H. Tarbox, Paralegal		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square - 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>ATTORNEY DOCKET NUMBER:</b>	135489-01000		
<b>NAME OF SUBMITTER:</b>	Olivia H. Tarbox		
<b>Signature:</b>	/Olivia H. Tarbox/		

**CH \$40.00 2529333**

**900175679**

**TRADEMARK  
 REEL: 004310 FRAME: 0240**

Date:

11/04/2010

**Total Attachments: 7**

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**GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS**

WHEREAS, T CAST HOLDINGS, LLC, a Delaware limited liability company ("**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 October 28, 2010, 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 28<sup>th</sup> day of October, 2010.

**GRANTOR:**

T CAST HOLDINGS, LLC

a Delaware limited liability company

By: 

Print Name: George S. Hofmeister

Title: Chairman

*Signature Page to Trademark & Patent Security Agreement*

**TRADEMARK**  
**REEL: 004310 FRAME: 0243**

STATE OF Illinois )

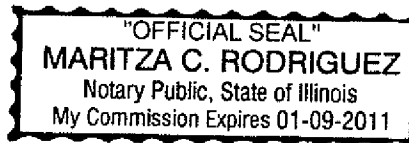
COUNTY OF Cook )

On this 26<sup>th</sup> day of October, 2010, before me personally came George Hejmeister, to me known, who, being by me duly sworn did depose and say that he is a Chairman of T CAST HOLDINGS LLC the company described in and which executed the foregoing instrument and that she 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.

Maritza C. Rodriguez  
Notary Public

My Commission Expires: 1-9-2011



*Notary Page to Trademark & Patent Security Agreement*

TRADEMARK  
REEL: 004310 FRAME: 0244

**GRANTEE:**

**COLE TAYLOR BANK,**  
an Illinois banking corporation

By: \_\_\_\_\_

Print Name: Michael Salela

Title: Senior Vice President

*Signature Page to Trademark & Patent Security Agreement*

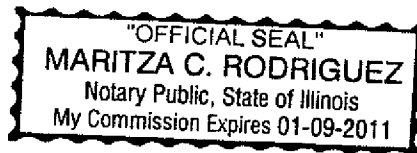
STATE OF (Illinois )  
COUNTY OF Cook )

On this 16<sup>th</sup> day of October, 2010, before me personally came Michael Dabala,  
to me known, who, being by me duly sworn did depose and say that he is the SVP of  
Cole Taylor Bank, 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.

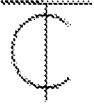
Maritza C. Rodriguez  
Notary Public

My Commission Expires: 1-9-2011



*Notary Page to Trademark & Patent Security Agreement*

**Schedule A - Trademarks**

Country	Trademark	Registration #	Issue Date	Owner
United States		2529333	01/15/2002	T Cast Holdings, LLC



**Schedule B – Patents**

<b>Country</b>	<b>Patent Title</b>	<b>Patent#/ (Application #)</b>	<b>Issue Date/ (File Date)</b>	<b>Owner</b>
United States	Industrial Scissors	6,925,717	Issued on August 9, 2005	T Cast Holdings, LLC