

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wm. G. Roe & Sons, Inc.		11/04/2010	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Cole Taylor Bank
Street Address:	9550 W. Higgins Rd.
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3694271	RED DEER
Serial Number:	77927973	TITAN
Registration Number:	3638928	FLORIDA STARBURST PUMMELO
Registration Number:	3638923	FLORIDA STARBURST PUMMELO RECIPES ON-LINE WWW.NOBLECITRUS.COM 3129 ON THE INSIDE RED, SWEET AND JUICY LESS ACIDIC THAN GRAPEFRUIT HEALTHY HIGH IN: ANTIOXIDANTS VITAMIN C FOLIC ACID HOW TO SELECT YELLOW=RIPE HEAVY=JUICY FIRM=FRESH PREPARATION EAT LIKE A GRAPEFRUIT PEEL AND SECTION CRUMBLE SECTIONS OVER A SALAD
Registration Number:	3377765	GO HEALTHY SNACK
Registration Number:	0173710	TRUBLU BRAND
Registration Number:	0172065	TRUBLU
Registration Number:	0188274	NOBLE
Registration Number:	0177883	RED DEER BRAND

CORRESPONDENCE DATA

900177419

**TRADEMARK
 REEL: 004414 FRAME: 0254**

OP \$240.00 3694271

Fax Number: (608)258-4258
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 608-257-5035
Email: tschulz@foley.com,jolsen@foley.com
Correspondent Name: Foley & Lardner LLP
Address Line 1: 150 East Gilman Street
Address Line 4: Madison, WISCONSIN 53703

ATTORNEY DOCKET NUMBER:	095740-0105
NAME OF SUBMITTER:	Tricia Schulz
Signature:	/tschulz/
Date:	11/15/2010

Total Attachments: 8
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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, WM. G. ROE & SONS, INC., a Florida 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 November 4, 2010, by and among the Grantor, certain other Borrowers 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 4th day of November, 2010.

GRANTOR:

WM. G. ROE & SONS, INC.,
a Florida corporation

By: Quentin J Roe
Print Name: Quentin J Roe
Title: President

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: _____
Print Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 4th day of November, 2010.

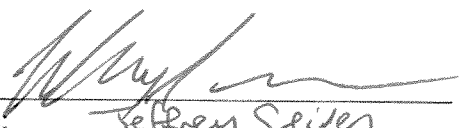
GRANTOR:

WM. G. ROE & SONS, INC.,
a Florida corporation

By: _____
Print Name: _____
Title: _____

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

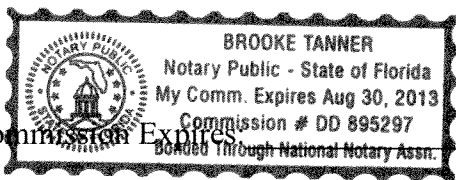
By:  _____
Print Name: Jeffrey Seiden
Title: SVP

STATE OF Florida)

COUNTY OF Hillsborough)

On this 27th day of October, 2010, before me personally came Quentin Roe, to me known, who, being by me duly sworn did depose and say that he is the President of Wm. G. Roe & Sons, Inc., 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.



Brooke Tanner
Notary Public

My Commission Expires _____

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 2010, 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, 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.

Notary Public

My Commission Expires: _____

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 2010, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ of Wm. G. Roe & Sons, Inc., 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: _____

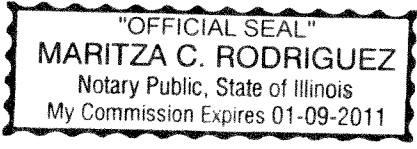
STATE OF Illinois)
)
COUNTY OF Cook)

On this 29 day of October, 2010, before me personally came Jeffrey Jordan, to me known, who, being by me duly sworn did depose and say that he is a SVP of Cole Taylor Bank, 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



SCHEDULE 1

TRADEMARK REGISTRATIONS

Registered Owner of Trademark or Servicemark	MARK	COUNTRY	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE (FILING DATE)	Atty Docket No.
WM. G. Roe & Sons, Inc.	RED DEER	USA	78882469	3694271		
WM. G. Roe & Sons, Inc.	TITAN	USA	77927973			
WM. G. Roe & Sons, Inc.	FLORIDA STARBURST PUMMELO	USA	776137232	3638928		
WM. G. Roe & Sons, Inc.	FLORIDA STARBURST PUMMELO RECIPES ON-LINE WWW.NOBLECITRUS.COM 3129 ON THE INSIDE RED, SWEET AND JUICY LESS ACIDIC THAN GRAPEFRUIT HEALTHY HIGH IN: ANTIOXIDANTS VITAMIN C FOLIC ACID HOW TO SELECT YELLOW=RIPE HEAVY=JUICY FIRM=FRESH PREPARATION EAT LIKE A GRAPEFRUIT PEEL AND SECTION CRUMBLE SECTIONS OVER A SALAD		77613698	3638923		
WM. G. Roe & Sons, Inc.	GO HEALTHY SNACK	USA	77191670	3377765		
WM. G. Roe & Sons, Inc.	TRUBLU BRAND	USA	71177410	173710		
WM. G. Roe & Sons, Inc.	TRUBLU	USA	71177409	172065		
WM. G. Roe & Sons, Inc.	NOBLE	USA	71195912	188274		

SCHEDULE 1

TRADEMARK REGISTRATIONS

<i>Registered Owner of Trademark or Servicemark</i>	<i>MARK</i>	<i>COUNTRY</i>	<i>SERIAL NO.</i>	<i>REGISTRATION NO.</i>	<i>REGISTRATION DATE (FILING DATE)</i>	<i>Atty Docket No.</i>
WM. G. Roe & Sons, Inc.	RED DEER BRAND	USA	71177408	177883		

PATENT REGISTRATIONS

GRANTOR	TITLE	SERIAL NO.	COUNTRY	REG. NO.	REG. DATE/(FILING DATE)	Atty Docket No.	Status/Assignment History
WM. G. Roe & Sons, inc.	Container for Shipping and Displaying	Patent 5,704,193	USA		6-Jan-98		Active
WM. G. Roe & Sons, Inc.	Fresh Fruit Snack Package	Patent D584,1408	USA		6-Jan-09		Active