

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
Fona Technologies, Inc.		09/30/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Cole Taylor Bank		
Street Address:	9550 W. Higgins Road		
Internal Address:	8th Floor		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3236045	FROM IMAGINATION TO INNOVATION	
Registration Number:	3164902	FONATECH	
CORRESPONDENCE DATA			
Fax Number:	(312)627-2302		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 627-2482		
Email:	smckeon@dykema.com		
Correspondent Name:	Gary Segal		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Suite 2300		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	104069.0008		
NAME OF SUBMITTER:	Gary Segal		

CH \$65.00 3236045

900185884

**TRADEMARK
 REEL: 004493 FRAME: 0073**

Signature:	/Gary Segal/
Date:	03/08/2011
Total Attachments: 4 source=Short Form Trademark Security Agreement#page1.tif source=Short Form Trademark Security Agreement#page2.tif source=Short Form Trademark Security Agreement#page3.tif source=Short Form Trademark Security Agreement#page4.tif	

SHORT FORM TRADEMARK SECURITY AGREEMENT

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of September 30, 2010, is by FONA TECHNOLOGIES, INC., an Illinois corporation (the "Grantor"), in favor of COLE TAYLOR BANK, an Illinois banking corporation (the "Lender").

WITNESSETH:

WHEREAS, FONA International Inc., an Illinois corporation formerly known as Flavors of North America, Incorporated ("FONA"), Randy Road Building, L.L.C., an Illinois limited liability company ("Randy"; FONA and Randy are each a "Borrower" and collectively, the "Borrowers"), and the Lender are parties to that certain Second Amended and Restated Loan and Security Agreement dated September 30, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), whereby the Lender has made available to FONA and Randy certain loans and other financial accommodations therein set forth;

WHEREAS, in connection with the Loan Agreement, the Grantor and the Lender entered into that certain Security Agreement dated as of October 28, 2005, as most recently reaffirmed as of September 30, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, 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 the Liabilities, hereby grants 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;

(b) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(c) all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

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.

FONA TECHNOLOGIES, INC, an Illinois corporation

By: 

Its: DIRECTOR - PRESIDENT

Acknowledged:

COLE TAYLOR BANK, an Illinois banking corporation

By: _____

Its: _____

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.

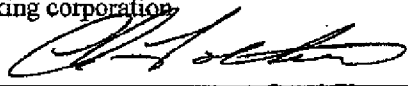
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FONA TECHNOLOGIES, INC, an Illinois corporation

By: _____
Its: _____

Acknowledged:

COLE TAYLOR BANK, an Illinois banking corporation

By: 
Its: 5.1.1

Schedule I

Trademarks owned by Fona Tech

Serial Number	Reg. Number	Date Applied or Registered	Word Mark
78-705614	3,236,045	5/1/2007	FROM IMAGINATION TO INNOVATION
78-670967	3,164,902	10/31/2006	FONATECH