

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Parmelee Industries, Inc.		09/30/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2250374	DISKIT
Registration Number:	1844150	U.S.SAFETY
Registration Number:	1732019	PHOENIX
Registration Number:	1577473	MATRIX
Registration Number:	1631363	LEGEND
Registration Number:	1488220	COMFORT AIR
Registration Number:	0698561	VARIFIT
Registration Number:	0637134	OPTILITE?

**CORRESPONDENCE DATA**

Fax Number: (314)259-2020  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3142592000  
 Email: lori.bowen@bryancave.com  
 Correspondent Name: Daniel A. Crowe  
 Address Line 1: 211 North Broadway, Ste 3600

**900186652**

**TRADEMARK  
 REEL: 004499 FRAME: 0312**

**CH \$215.00 2250374**

Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER: 0312325

NAME OF SUBMITTER: Daniel A. Crowe

Signature: /Daniel A. Crowe/

Date: 03/15/2011

**Total Attachments: 7**

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## GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, Parmelee Industries, Inc., a Delaware 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, Grantor is willing to grant to 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 September 30, 2010, to which Grantor and Grantee are parties (as amended from time to time, the "**Credit Agreement**"), Grantor hereby grants to 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 Grantor and shall be effective as of the date of the Credit Agreement.

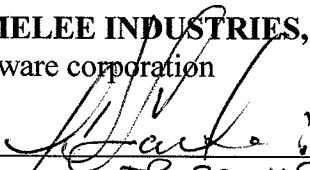
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit 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:**

**PARMELEE INDUSTRIES, INC.,**  
a Delaware corporation

By:   
Name: JP SANK PILL  
Title: PRESIDENT & CEO

**GRANTEE:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

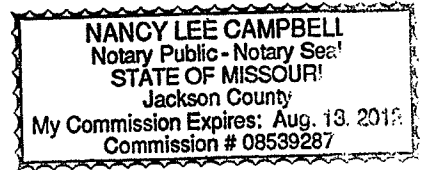
STATE OF Missouri )  
 )  
COUNTY OF Jackson )

On this 29th day of September, 2010, before me personally came JP SANKPILL, to me known, who, being by me duly sworn did depose and say that he is the PRESIDENT & CEO of Parmelee Industries, Inc., a Delaware corporation, 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.

Nancy Lee Campbell  
Notary Public

My Commission Expires: 8/13/2010



STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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, an Illinois banking corporation, 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: \_\_\_\_\_

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

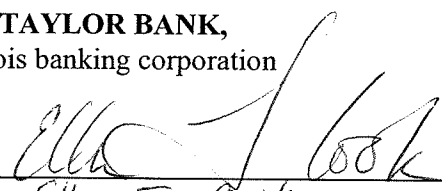
**GRANTOR:**

**PARMELEE INDUSTRIES, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTEE:**

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

By:   
Name: Ellen T. Cook  
Title: Senior Vice President

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he is the \_\_\_\_\_ of Parmelee Industries, Inc., a Delaware corporation, 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: \_\_\_\_\_

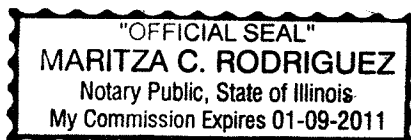
STATE OF Illinois )  
 )  
COUNTY OF Cook )

On this 30 day of September, 2010, before me personally came Ellen T. Cook, to me known, who, being by me duly sworn did depose and say that he is a SVP of Cole Taylor Bank, an Illinois banking corporation, 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



**Schedule A – Trademarks**

**REGISTERED MARKS**

<b>Country</b>	<b>Trademark</b>	<b>Registration # and Class</b>	<b>Issue Date</b>	<b>Owner</b>
US	DISKIT (and Design)	2250374 IC 9 (detachable filter for respirators)	06-01-1999 Renewed 06-01-2009	Parmelee Industries, Inc.
US	U.S. SAFETY (stylized)	1844150 IC 9 (eyewear)	07-12-1994 Renewed 07-12-2004	Parmelee Industries, Inc. dba U.S. Safety
US	PHOENIX	1732019 IC 9 (eyewear)	11-10-1992 Renewed 11-10-2002	Parmelee Industries, Inc. dba U.S. Safety
US	MATRIX (stylized)	1577473 IC 9 (face shields)	01-16-1990 Renewed 01-16-2010	Parmelee Industries, Inc.
US	LEGEND (stylized)	1631363 IC 9 (eyewear)	01-15-1991 Renewed 01-15-2001	Parmelee Industries, Inc.
US	COMFORT AIR (and Design)	1488220 IC 9 (eyewear)	05-17-1988 Renewed 05-17-2008	Parmelee Industries, Inc.
US	VARIFIT	0698561 IC 9 (eyewear)	05-31-1960 Renewed 05-31-2000* *will expire if Declaration of Use not filed by 11-31-2010	Parmelee Industries, Inc. (assigned from United States Safety Service Co.)
US	OPTILITE?	0637134 IC 9 (eyewear)	11-13-1956 Renewed 11-13-2006	Parmelee Industries (assigned from United States Safety Service Co.)
Canada	PHOENIX EDGE	TMA465459 IC 9 (eyewear)	10-25-1996	Parmelee Industries, Inc.
Canada	SAF-I-CHIPPER	TMA160549 IC 9 (eyewear)	01-17-1969 Renewed 01-17-1999	Parmelee Industries, Inc. (assigned from United States Safety Service Co.)



**Schedule B – Patents**

<b>Country</b>	<b>Patent Title</b>	<b>Patent #/ (Application #)</b>	<b>Issue Date/ (File Date)</b>	<b>Owner</b>
US	Respirator Filtration Device	6,055,983	05-02-2000	Parmelee Industries
US	Respirator Filtration Device	5,732,695	03-31-1998	Parmelee Industries