

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
Swisher Acquisition, Inc.		10/22/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Cole Taylor Bank
Street Address:	9550 W. Higgins Road, 8th Floor
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	Banking Corporation: ILLINOIS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3412604	Z-MAX
Registration Number:	3053329	SWISHER
Registration Number:	3107302	PLUG & PLAY
Registration Number:	2607382	PREDATOR
Registration Number:	2538321	TRIM-MAX
Registration Number:	1416431	TRIM RITE
Registration Number:	2522675	TRAILMOWER
Registration Number:	3608237	E 4
Registration Number:	3648761	MOW-ZILLA
Serial Number:	77245914	MOW-ZILLA

CORRESPONDENCE DATA

Fax Number: (314)259-2020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3142592000

900186855

**TRADEMARK
 REEL: 004500 FRAME: 0853**

CH \$265.00 3412604

Email: lori.bowen@bryancave.com
Correspondent Name: Daniel A. Crowe
Address Line 1: 211 North Broadway, Ste 3600
Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0315333
NAME OF SUBMITTER:	Daniel A. Crowe
Signature:	/Daniel A. Crowe/
Date:	03/18/2011

Total Attachments: 7
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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, SWISHER ACQUISITION, 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, 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 **22**, 2010, among the Grantor, Swisher Corporate Drive, LLC 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 date of the Credit Agreement.

GRANTOR:

SWISHER ACQUISITION, INC.,
a Delaware corporation

By: 

Name: Geoffrey F. Feidellberg

Title: Secretary & Director

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: _____

Name: _____

Title: _____

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

GRANTOR:

SWISHER ACQUISITION, INC.,
a Delaware corporation

By: 

Name: Geoffrey F. Feidellberg

Title: Secretary & Director

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: 

Name: Ellen T. Cook

Title: Senior Vice President

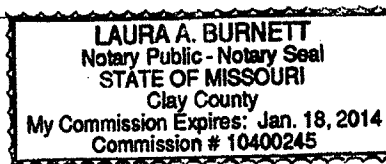
STATE OF Missouri)
COUNTY OF Jackson)

On this 27th day of October, 2010, before me personally came Geoffrey F. Feidelberg ^{Director} to me known, who, being by me duly sworn did depose and say that he is the Secretary & ^{Director} of Swisher Acquisition, 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.

Laura A Burnett
Notary Public

My Commission Expires: Jan. 18, 2014

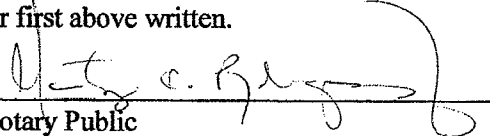


STATE OF Illinois)

COUNTY OF Cook)

On this 22 day of October, 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 SUP 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: 1-9-11



Schedule A - Trademarks

Application No. Registration No.	Title/description	Filing Date Registration Date
78346093 3412604	Z-Max	December 29, 2003 April 15, 2008
78426440 3053329	Swisher	May 27, 2004 January 31, 2006
76584841 3107302	Plug & Play	April 2, 2004 June 20, 2006
76297799 2607382	Predator	August 13, 2001 August 13, 2002
76297750 2538321	Trim Max	August 13, 2001 February 12, 2002
73592132 1416431	Trim-Rite	April 7, 1986 November 11, 1986
76273194 2522675	TrailMower	June 19, 2001 December 25, 2001
	Less Work, More Weekend	
77403097 3608237	E4	February 21, 2008 April 21, 2009
77977164 3648761	Mow-Zilla	August 2, 2007 June 30, 2009
77245914	Mow-Zilla	August 2, 2007

Schedule B – Patents

Application No. Patent No.	Title/description	Filing Date Issue Date
09/360,853 6256970	Lawn maintenance apparatus with multi-attachment, multi-adjustable	07-24-1999 07-10-2001
08/899,617 5966912	Trailmower with angled bumper roller	07-24-1997 10-19-1999
08/320,747 5515774	Rotary Cooker/Smoker	10-11-1994 05-14-1996
07/559,156 5134838	Mower Pickup Broom	07-20-1990 08-04-1992
07/051,655 4805933	Hose End Sleeve	05-20-1987 02-21-1989
11/595191	Convertible Trailer /Carrier	11-09-2006 05-15-2008
11/192,604 7093381	Front equipment mount for a wheeled vehicle	07-29-2005 08-22-2006
CA2357675	Front equipment mount for a wheeled vehicle	09-17-2001 08-01-2006
61/164218	Cradle structure for H-Beam Log Splitter	03-27-2009
12/031144	Universal front and rear equipment mount for ATV	02-14-2008
CA2621663	Universal front and rear equipment mount for ATV	02-15-2008
	Convertible Trailer	
	10 manual log splitter hitch	