

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Imperial Headwear, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) March 25, 2011

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Cole Taylor Bank

Internal Address:

Address:

Street Address: 9550 W. Higgins Road

City: Rosemont

State: Illinois

Country: USA Zip: 60018

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship IL
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

See attached sheet with "Schedule A - Trademarks"

B. Trademark Registration No.(s)

See attached sheet with "Schedule A - Trademarks"

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
See attached sheet with "Schedule A - Trademarks"

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: CT Lien Solutions

Internal Address:

Street Address: 187 Wolf Rd Ste 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address:

**6. Total number of applications and registrations involved:**

27

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 690-

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers 5683  
Expiration Date 10/12

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name McGuireWoods LLP

**9. Signature:**



Jodie M. Griggs

Name of Person Signing

5/10/11

Date

Total number of pages including cover sheet, attachments, and document:

2

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Schedule A - Trademarks**

Country	Trademark	Registration #	Registration Date	Application #	Application Date	Owner
United States	I-LITE			85/034,428	5/10/2010	Imperial Headwear, Inc.
United States	I-TECHNOLOGY			85/034,417	5/10/2010	Imperial Headwear, Inc.
Canada	IMPERIAL	UCA10310	3/30/1938	0173026	3/30/1938	Imperial Headwear, Inc.
United States	IMPERIAL	0,919,433	8/31/1971	72381,673	1/22/1970	Imperial Headwear, Inc.
United States	IMPERIAL	3,572,123	2/10/2009	77508,411	6/26/2008	Imperial Headwear, Inc.
United States	LIVE LIFE OUTDOORS BECAUSE YOU CAN	3,143,624	9/12/2006	787681,805	7/29/2005	Imperial Headwear, Inc.
United States	LIVE LIFE OUTDOORS	3,036,824	12/27/2005	787449,777	7/13/2004	Imperial Headwear, Inc.
United States	TURNING HEADS	2,693,504	3/4/2003	787127,127	5/8/2002	Imperial Headwear, Inc.
Australia	Imperial	679848	12/4/1995	679848	12/4/1995	Imperial Headwear, Inc.
Canada	Imperial	UCA 10310	3/30/1938	0173026	3/30/1938	Imperial Headwear, Inc.
Denmark	Imperial	VRO1,993- 1996	3/22/1996	VA01,269/96	2/23/1996	Imperial Headwear, Inc.
European Community	Imperial	006426597	1/14/2009	006426597	11/12/2007	Imperial Headwear, Inc.
Ireland	Imperial	206269	6/13/1997	707095	12/8/1995	Imperial Headwear, Inc.
France	Imperial	86500487	1/11/1995	95600487	11/12/1995	Imperial Headwear, Inc.
Japan	Imperial	4234009	1/29/1999	132400/95	12/22/1995	Imperial Headwear, Inc.
New Zealand	Imperial	767565	1/11/2007	767565	4/30/2007	Imperial Headwear, Inc.
South Africa	Imperial	2007/29031	12/13/2007	2007/29301	12/13/2007	Imperial Headwear, Inc.
Switzerland	Imperial	4234009	12/4/1995	13243/95	12/4/1995	Imperial Headwear, Inc.
European Community	Imperial Golf	621888	4/9/1999	621888	8/27/1997	Imperial Headwear, Inc.
European Community	Imperial Sport	621904	4/9/1999	621904	8/29/1997	Imperial Headwear, Inc.

Mexico	WATERSHIP TRADING COMPANIE & Ship Design	753692	6/28/2002	531700	2/8/2002	Imperial Headwear, Inc.
Community Trademark	WATERSHIP TRADING COMPANIE & Ship Design	002845865	10/16/2003	002845865	9/9/2002	Imperial Headwear, Inc.
United States	Design of Star Pattern on Hats	2,883,528	9/14/2004	76/335,891	11/7/2001	Imperial Headwear, Inc.
United States	HATS FOR HUMANS	2,465,066	7/3/2001	75/768,484	8/3/1999	Imperial Headwear, Inc.
United States	Ship Design	2,662,926				
United States	WATERSHIP TRADING COMPANIE	2,511,535		76/369,822 75/767,566	2/12/2002 8/4/1999	Imperial Headwear, Inc. Imperial Headwear, Inc.
United States	WATERSHIP TRADING COMPANIE & Ship Design	2,508,601		75/768,489	8/3/1999	Imperial Headwear, Inc.

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## **GRANT OF SECURITY INTEREST IN TRADEMARKS**

WHEREAS, IMPERIAL HEADWEAR, INC., a Delaware corporation ("Grantor"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, set forth on Schedule A 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, trademark licenses and any and all goodwill associated therewith; 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 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 the date hereof, between the Grantor, Grantee and Merge Left, Inc., a Nevada corporation (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, trademark licenses and any and all goodwill associated therewith set forth on Schedule A attached hereto (the "Marks"), (ii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks 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.

If Grantor shall obtain rights to any new Marks or licenses for Marks, this Grant of Security Interests in Trademarks shall automatically apply thereto. Grantor shall give prompt notice in writing to Grantee with respect to any such new Marks or trademark licenses. Grantor hereby authorizes Grantee unilaterally to modify this Grant of Security Interests in Trademarks by amending Schedule A to include any such new registered Marks or licenses of Grantor. Notwithstanding the foregoing, no failure to so modify this Grant of Security Interests in Trademarks or amend Schedule A shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Marks, whether or not listed on Schedule A.

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

**GRANTOR:**

**IMPERIAL HEADWEAR, INC.,**  
a Delaware corporation

By:   
Name: Douglas Kelly  
Title: Chief Executive Officer

**GRANTEE:**

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

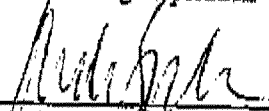
By: \_\_\_\_\_  
Name: Michael Salela  
Title: Senior Vice President

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

**GRANTOR:**  
IMPERIAL HEADWEAR, INC.,  
a Delaware corporation

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

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

By:   
Name: Michael Safela  
Title: Senior Vice President