

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
QCC, LLC		04/13/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cole Taylor Bank		
Street Address:	9550 W. Higgins Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2525302	QUALISEAL	
Registration Number:	2914533	ORPHAN PRODUCT	
CORRESPONDENCE DATA			
Fax Number:	(312)920-3689		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312.750.8883		
Email:	agott@mcguirewoods.com		
Correspondent Name:	Allison Gott, McGuireWoods LLP		
Address Line 1:	77 West Wacker Drive		
Address Line 2:	Suite 4100		
Address Line 4:	Chicago, ILLINOIS 60601-1818		
ATTORNEY DOCKET NUMBER:	2054423-0110		
NAME OF SUBMITTER:	Allison W. Gott		

Signature:	/s/ Allison W. Gott
Date:	04/13/2012
Total Attachments: 7 source=Active_38436566_1_CTB_QCC - 09 - Patent and Trademark Security Agreement#page1.tif source=Active_38436566_1_CTB_QCC - 09 - Patent and Trademark Security Agreement#page2.tif source=Active_38436566_1_CTB_QCC - 09 - Patent and Trademark Security Agreement#page3.tif source=Active_38436566_1_CTB_QCC - 09 - Patent and Trademark Security Agreement#page4.tif source=Active_38436566_1_CTB_QCC - 09 - Patent and Trademark Security Agreement#page5.tif source=Active_38436566_1_CTB_QCC - 09 - Patent and Trademark Security Agreement#page6.tif source=Active_38436566_1_CTB_QCC - 09 - Patent and Trademark Security Agreement#page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) dated as of April 13, 2012, is made by QCC, LLC, a Delaware limited liability company (“*Grantor*”), in favor of COLE TAYLOR BANK, an Illinois corporation (“*Bank*”).

A. Grantor and Bank are parties to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “*Loan Agreement*”), pursuant to which Bank has agreed to extend loans and other financial accommodations to Grantor and Grantor has granted to Bank a security interest in substantially all the assets of Grantor, including all right, title, and interest of Grantor in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Loan Agreement.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver this Agreement to Bank.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Bank a continuing security interest in all of Grantor’s right, title, and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application of Grantor, including, without limitation, each trademark and trademark application of Grantor referred to in *Schedule 1* annexed hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license of Grantor, including, without limitation, each trademark license of Grantor listed on *Schedule 1* annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in *Schedule 1* annexed hereto, any trademark issued pursuant to a trademark application referred to in *Schedule 1* annexed hereto and any trademark licensed under any trademark license listed on *Schedule 1* annexed hereto (items (1) through (3) being herein collectively referred to as the “*Trademark Collateral*”);
- (4) each patent and patent application of Grantor, including, without limitation, each patent and patent application of Grantor referred to in *Schedule 2* annexed hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (5) each patent license of Grantor, including, without limitation, each patent license of Grantor listed on *Schedule 2* annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in *Schedule 2* annexed hereto, any patent issued pursuant to a patent application referred to in *Schedule 2* annexed hereto

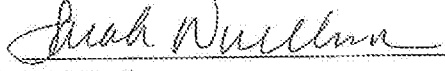
and any patent licensed under any patent license listed on *Schedule 2* annexed hereto (items (4) through (6) being herein collectively referred to as the “*Patent Collateral*”).

This security interest is granted in conjunction with the security interests granted to Bank pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed to them in the Loan Agreement.

[SIGNATURE PAGE FOLLOWS]

Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

QCC, LLC,
a Delaware limited liability company

By: 
Name: Sarah Wuellner
Title: Assistant Secretary

Acknowledged:

COLE TAYLOR BANK,
an Illinois banking corporation

By: _____
Name: Melissa Bleiweis
Title: Senior Vice President

Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

QCC, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Acknowledged:

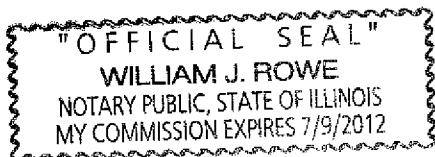
COLE TAYLOR BANK,
an Illinois banking corporation

By: *Melissa Bleiweis*
Name: Melissa Bleiweis
Title: Senior Vice President

STATE OF Illinois)
) ss
COUNTY OF Cook)

On this 11th day of April 2012, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of QCC, LLC, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

W J Rowe
Notary Public



SCHEDULE 2

Patents, Patent Applications, and Patent Licenses

Grantor	Patent Number	Patent Application Number	Date of Patent Issuance	Date of Patent Application
QCC, LLC	N/A	N/A	N/A	N/A

Customers routinely grant temporary intellectual property licenses to the Grantor so that the Grantor can render services to such customers.