

## 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
LRI Holdings Company, LLC		04/18/2012	LIMITED LIABILITY COMPANY: MISSOURI
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: 5			
Property Type	Number	Word Mark	
Registration Number:	1702930	LYNN ROBERTS INTERNATIONAL	
Registration Number:	3033083	TATS	
Registration Number:	3040726	AMP	
Registration Number:	3041233	SUNRUNNER	
Registration Number:	3413321	HOLLYWOOD EYES LIGHTS! CAMERA! FASHION!	
CORRESPONDENCE DATA			
Fax Number:	3145528323		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	314-259-2000		
Email:	susan.murphy@bryancave.com		
Correspondent Name:	BRYAN CAVE LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0334202		

CH \$140.00 1702930

NAME OF SUBMITTER:	Daniel A. Crowe
Signature:	/Daniel A. Crowe/
Date:	05/15/2012
<b>Total Attachments: 7</b> source=Executed Grant of Security#page1.tif source=Executed Grant of Security#page2.tif source=Executed Grant of Security#page3.tif source=Executed Grant of Security#page4.tif source=Executed Grant of Security#page5.tif source=Executed Grant of Security#page6.tif source=Executed Grant of Security#page7.tif	

## GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, LRI HOLDINGS COMPANY, LLC, a Missouri limited liability company (“**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 April 18, 2012, between the Grantor 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.

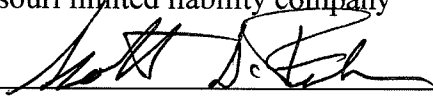
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the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

LRI HOLDINGS COMPANY, LLC,  
a Missouri limited liability company

By: 

Name: Scott D. Lesler

Title: Manager

**GRANTEE:**

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF Missouri )

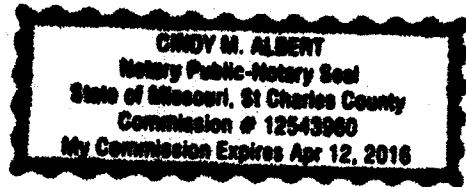
COUNTY OF St. Charles )

On this 16 day of April, 2012, before me personally came Scott D. Jesler, to me known, who, being by me duly sworn did depose and say that Scott D. Jesler is the Manager of LRI Holdings Company, LLC, the company described in and which executed the foregoing instrument, and that Scott D. Jesler 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.

Cindy M. Albert  
Notary Public

My Commission Expires: April 12, 2016



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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that \_\_\_\_\_ is a \_\_\_\_\_ of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that \_\_\_\_\_ signed \_\_\_\_\_ 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:**

LRI HOLDINGS COMPANY, LLC,  
a Missouri limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE:**

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

By: Ellen T. Cook

Name: Ellen T. Cook

Title: Group Senior Vice President

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

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that \_\_\_\_\_ is the \_\_\_\_\_ of LRI Holdings Company, LLC, the company described in and which executed the foregoing instrument, and that \_\_\_\_\_ signed \_\_\_\_\_ 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: \_\_\_\_\_

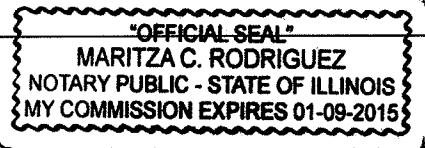
STATE OF Illinois )  
 )  
COUNTY OF Cook )

On this 16 day of April, 2012, before me personally came Ellen Cook, to me known, who, being by me duly sworn did depose and say that SVP is a \_\_\_\_\_ of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that Ellen Cook signed \_\_\_\_\_ 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: \_\_\_\_\_



**Schedule A - Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Registration #</b>	<b>Registration Date</b>	<b>Owner</b>
US	Lynn Roberts International	1702930	May 5, 1992	LRI Holdings Company, LLC
US	TATS	3033083	December 20, 2005	LRI Holdings Company, LLC
US	AMP	3040726	January 10, 2006	LRI Holdings Company, LLC
US	SUNRUNNER	3041233	January 10, 2006	LRI Holdings Company, LLC
US	HOLLYWOOD EYES LIGHTS! CAMERA! FASHION!	3413321	April 15, 2008	LRI Holdings Company, LLC



**Schedule B – Patents**

<b>Country</b>	<b>Patent Title</b>	<b>Patent #/ (Application #)</b>	<b>Issue Date/ (File Date)</b>	<b>Owner</b>