

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
Dunbrooke Apparel Corp.		07/03/2012	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 W. Monroe Street		
Internal Address:	Suite 500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National banking association: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1820687	DUNBROOKE DISTINCTIVE IMAGES	
Registration Number:	1297663	DUNBROOKE	
Registration Number:	2203930	WESTARK	
CORRESPONDENCE DATA			
Fax Number:	630221-175		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	630-344-1158		
Email:	nmarsico@huckbouma.com		
Correspondent Name:	Nick Marsico		
Address Line 1:	1755 S. Naperville Road		
Address Line 2:	Suite 200		
Address Line 4:	Wheaton, ILLINOIS 60189		
ATTORNEY DOCKET NUMBER:	21106-1		

NAME OF SUBMITTER:	Nick Marsico
Signature:	/Nick Marsico/
Date:	07/13/2012
Total Attachments: 5 source=Security Agreement BMO Harris#page1.tif source=Security Agreement BMO Harris#page2.tif source=Security Agreement BMO Harris#page3.tif source=Security Agreement BMO Harris#page4.tif source=Security Agreement BMO Harris#page5.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, DUNBROOKE APPAREL CORP., a Missouri 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, BMO HARRIS BANK N.A., a national banking association (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 Loan and Security Agreement, dated as of July 3, 2012, between the Grantor and the Grantee (as amended from time to time, the "**Loan 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 Loan 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 Loan Agreement) of the Grantor and shall be effective as of the date of the Loan Agreement.


This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Loan 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 Loan 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 Loan Agreement, the provisions of the Loan 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 Loan Agreement.

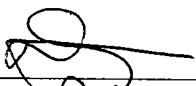
GRANTOR:

DUNBROOKE APPAREL CORP., a
Missouri corporation

By: 
Name: Lawrence Ramirez
Title: President

GRANTEE:

BMO HARRIS BANK N.A.,
a national banking corporation

By: 
Name: Paul G. Lynn
Title: Vice President

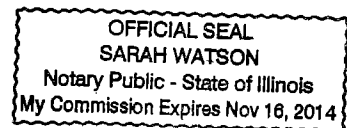
STATE OF IL)
)
COUNTY OF Kane)

On this 3 day of July, 2012, before me personally came Lawrence Ramirez, to me known, who, being by me duly sworn did depose and say that he is the President of Dunbrooke Apparel Corp., a Missouri corporation, the company described in and which executed the foregoing instrument, 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.

Sarah Watson
Notary Public

My Commission Expires: 11-16-14



STATE OF IL)
)
COUNTY OF Kane)

On this 3 day of July, 2012, before me personally came Dave Wimer, to me known, who, being by me duly sworn did depose and say that he is a Vice President of BMO HARRIS BANK N.A., a national banking association, the company described in and which executed the foregoing instrument, 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.

Sarah Watson
Notary Public

My Commission Expires: 11-16-14



LSK

Schedule A – Trademarks

Country	Trademark	Registration #	Issue Date	Owner
US	Dunbrooke Distinctive Images and Design	1,820,687	2/8/94	Dunbrooke Apparel Corp.
US	Dunbrooke	1,297,663	9/25/84	Dunbrooke Apparel Corp.
US	Westark	2,203,930	11/17/98	Dunbrooke Apparel Corp.

Schedule B – Patents

NONE

LJK