

## 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
Twin City Bagel, Inc. dba National Choice Bakery		07/24/2012	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Cole Taylor Bank		
Street Address:	9550 W. Higgins Road, 8th Floor		
Internal Address:	Attn: Dion Heintz		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85661554	NATIONAL CHOICE BAKERY	
Registration Number:	3658655	LIL' JOEY	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	0337010		
NAME OF SUBMITTER:	Daniel A. Crowe		

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Signature:	/Daniel A. Crowe/
Date:	11/06/2012
Total Attachments: 6 source=Grant of Security Interest in Trademarks#page1.tif source=Grant of Security Interest in Trademarks#page2.tif source=Grant of Security Interest in Trademarks#page3.tif source=Grant of Security Interest in Trademarks#page4.tif source=Grant of Security Interest in Trademarks#page5.tif source=Grant of Security Interest in Trademarks#page6.tif	

## GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, TWIN CITY BAGEL, INC., a Minnesota 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 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 July 24, 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) 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.

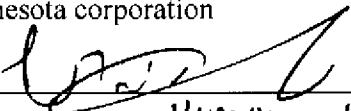
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the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

*[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:**

**TWIN CITY BAGEL, INC.,**  
a Minnesota corporation

By:   
Name: Simon Harpest  
Title: president

**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:**

**TWIN CITY BAGEL, INC.,**  
a Minnesota corporation

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

**GRANTEE:**

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

By:  \_\_\_\_\_  
Name: DION R. HEINTZ  
Title: SENIOR VICE PRESIDENT

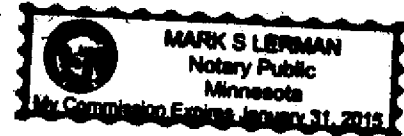
STATE OF Minnesota )  
COUNTY OF Dakota )

On this 29<sup>th</sup> day of October, 2012, before me personally came Shimon Harosh, to me known, who, being by me duly sworn did depose and say that he is the President of TWIN CITY BAGEL, INC., 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.

Mark S Lerman  
Notary Public

My Commission Expires: 1/31/2015



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 he is a \_\_\_\_\_ 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: \_\_\_\_\_

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 he is the \_\_\_\_\_ of TWIN CITY BAGEL, INC., 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: \_\_\_\_\_

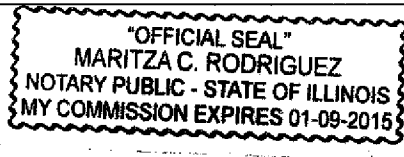
STATE OF Illinois )  
 )  
COUNTY OF Cook )

On this 1 day of November, 2012, before me personally came Dion Heintz, to me known, who, being by me duly sworn did depose and say that he is a Se. VP 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.

Maritza C. Rodriguez  
Notary Public

My Commission Expires: \_\_\_\_\_



**Schedule A - Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Registration / Serial #</b>	<b>Application Date</b>	<b>Owner</b>
US	National Choice Bakery	85661554	6-26-2012	Twin City Bagel, Inc. DBA National Choice Bakery
US	LIL' JOEY	3658655	6-12-2007	National Choice Bakery, Inc.