

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
Greenscapes Home and Garden Products, Inc.		08/17/2012	CORPORATION: GEORGIA

**RECEIVING PARTY DATA**

Name:	Cole Taylor Bank
Street Address:	9550 W Higgins Road, 8th Floor
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	4042429	WEEDOUT
Registration Number:	4157973	GREENSCAPES
Registration Number:	4157974	GREENSCAPES LAWN GARDEN HOME
Registration Number:	3490921	WONDERSCAPES
Serial Number:	77703903	GREENSCAPES
Serial Number:	76693641	MOISTUREWISE

**CORRESPONDENCE DATA**

Fax Number: 3125774565  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-577-8265  
 Email: kristin.brozovic@kattenlaw.com  
 Correspondent Name: Kristin Brozovic c/o Katten  
 Address Line 1: 525 W Monroe Street  
 Address Line 4: Chicago, ILLINOIS 60661

CH \$165.00 4042429

**TRADEMARK**

ATTORNEY DOCKET NUMBER:	320868-32086
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	11/13/2013
Total Attachments: 7 source=trademark security agreement#page1.tif source=trademark security agreement#page2.tif source=trademark security agreement#page3.tif source=trademark security agreement#page4.tif source=trademark security agreement#page5.tif source=trademark security agreement#page6.tif source=trademark security agreement#page7.tif	

**GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS**

WHEREAS, GREENSCAPES HOME AND GARDEN PRODUCTS, INC., a Georgia 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, 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 August 17, 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:**  
**GREENSCAPES HOME AND GARDEN PRODUCTS, INC.**  
a Georgia corporation

By: RE Sage  
Name: R.E. Sage  
Title: Pres/CEO

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

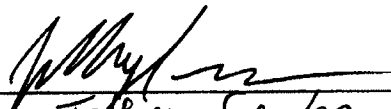
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**GRANTOR:**  
GREENSCAPES HOME AND GARDEN  
PRODUCTS, INC.  
a Georgia corporation

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

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

By:  \_\_\_\_\_  
Name: Jeffrey Seuter  
Title: VP

STATE OF IL )  
COUNTY OF Rock )

On this 17 day of August, 2012, before me personally came Roger Edwards Ralston to me known, who, being by me duly sworn did depose and say that he is the Pres/CEO of GreenScapes Home and Garden Products, 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.

[Signature]  
Notary Public

My Commission Expires: 6-8-2013

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

On this \_\_\_\_ day of August, 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 August, 2012, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he is the \_\_\_\_\_ of GreenScapes Home and Garden Products, 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: \_\_\_\_\_

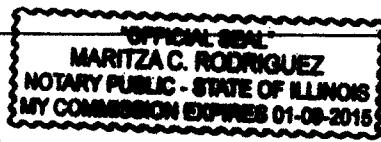
STATE OF Illinois )  
 )  
COUNTY OF Cook )

On this 17 day of August, 2012, before me personally came Jerry Seden, to me known, who, being by me duly sworn did depose and say that he is a Senior 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 #</b>	<b>Registration Date</b>	<b>Application #</b>	<b>Application Date</b>
USA	GREENSCAPES			77703903	4/01/09
USA	MOISTUREWISE			76693641	10/17/08
USA	WEEDOUT	4042429	10/18/11		
USA	GREENSCAPES	4157973	6/12/12		
USA	GREENSCAPES LAWN GARDEN HOME	4157974	6/12/12		
USA	WONDERSCAPES	3490921	8/26/08		



**Schedule B - Patents**

**None.**