

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330462

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tylina Food Products Corporation		11/26/2014	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MB Financial Bank, N.A.		
<b>Street Address:</b>	9550 W. Higgins Road		
<b>City:</b>	Rosemont		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60018		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86459555	BLUE SUEDE	
<b>Serial Number:</b>	86462494	CAMOUFLAGE	
<b>Serial Number:</b>	86459564	HALLOWEEN SCREAM	
<b>Serial Number:</b>	86459568	HOLIDAY SWIRLS	
<b>Serial Number:</b>	86460370	HOLLY JOLLY	
<b>Serial Number:</b>	86460436	PASTEL TIE-DYE	
<b>Serial Number:</b>	86460614	PB + CHOCOLATE	
<b>Serial Number:</b>	86460634	PINK CADILLAC	
<b>Serial Number:</b>	86460513	PINK CAMOUFLAGE	
<b>Serial Number:</b>	86459557	PURPLE RAIN	
<b>Serial Number:</b>	86462498	TIE-DYE	
<b>Serial Number:</b>	86460478	TIE-DYE SWIRLS	
<b>Serial Number:</b>	86494495	TYLINA	
<b>Serial Number:</b>	86460586	WILD THING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6126046800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			

OP \$365.00 86459555

**Phone:** (612) 604-6718  
**Email:** trademark@winthrop.com  
**Correspondent Name:** Michael T. Olsen  
**Address Line 1:** 225 South Sixth Street  
**Address Line 2:** 3500 Capella Tower  
**Address Line 4:** Minneapolis, MINNESOTA 55402

**ATTORNEY DOCKET NUMBER:** 15689.3

**NAME OF SUBMITTER:** Michael T. Olsen

**SIGNATURE:** /mto/

**DATE SIGNED:** 01/29/2015

**Total Attachments: 8**

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source=Tylina Foods - Executed Grant of Security Interest in Trademarks and Patents (3rd Amend (3)#page8.tif

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

WHEREAS, Gartner Companies, a Minnesota corporation ("**Companies**"), and/or Tylina Food Products Corporation, a Minnesota corporation ("**Tylina**") and/or Gartner Digital LLC, a Minnesota limited liability company ("**Digital**" and, together with Companies and Tylina, the "**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, MB FINANCIAL BANK, N.A., successor in interest to COLE TAYLOR BANK, 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 Credit and Security Agreement, dated as of December 31, 2012, between the Grantor and the Grantee (as amended heretofore and from time to time hereafter, 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) and shall be effective as of the date of the Credit Agreement.

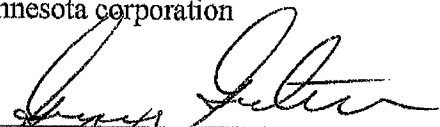
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the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

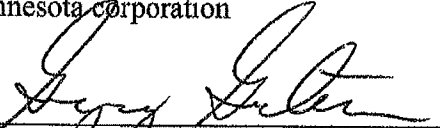
IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

**GRANTOR:**

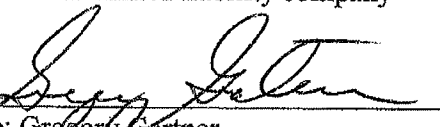
**GARTNER COMPANIES,**  
a Minnesota corporation

By:   
Name: Gregory Gartner  
Title: CEO and President

**TYLINA FOOD PRODUCTS CORPORATION,**  
a Minnesota corporation

By:   
Name: Gregory Gartner  
Title: CEO and President

**GARTNER DIGITAL LLC,**  
a Minnesota limited liability company

By:   
Name: Gregory Gartner  
Title: CEO and President

**MB FINANCIAL BANK, N.A.,**  
a national banking association

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

STATE OF MINNESOTA )  
 )  
COUNTY OF WASHINGTON )

On this 26 day of November, 2014, before me personally came Gregory Gartner to me known, who, being by me duly sworn did depose and say that he is the CEO and President of Gartner Companies, 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.

Kathleen Koerner  
Notary Public

My Commission Expires: January 31, 2016



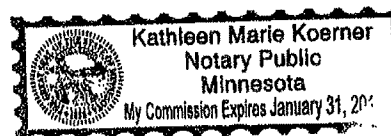
STATE OF MINNESOTA )  
 )  
COUNTY OF WASHINGTON )

On this 26 day of November, 2014, before me personally came Gregory Gartner to me known, who, being by me duly sworn did depose and say that he is the CEO and President of Tylina Food Products 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.

Kathleen Koerner  
Notary Public

My Commission Expires: January 31, 2016



STATE OF MINNESOTA )  
 )  
COUNTY OF WASHINGTON )

On this 24 day of November, 2014, before me personally came Gregory Gartner to me known, who, being by me duly sworn did depose and say that he is the CEO and President of Gartner Digital LLC 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.

Kathleen Koerner  
Notary Public

My Commission Expires: January 31, 2016



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

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he is a \_\_\_\_\_ of MB Financial Bank, N.A., a national banking association, 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: \_\_\_\_\_

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

**GRANTOR:**

**GARTNER COMPANIES,**  
a Minnesota corporation

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

**TYLINA FOOD PRODUCTS CORPORATION,**  
a Minnesota corporation

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

**GARTNER DIGITAL LLC,**  
a Minnesota limited liability company

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

**MB FINANCIAL BANK, N.A.,**  
a national banking association

By: William R. Benice  
Name: WILLIAM BENICE  
Title: ASSISTANT VICE PRESIDENT

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

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he is the \_\_\_\_\_ of Gartner Digital LLC, 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 14 day of November, 2014, before me personally came William Pence, to me known, who, being by me duly sworn did depose and say that he is a Asst VP of MB Financial Bank, N.A., a national banking association, 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>MARK</b>	<b>REGISTRANT /ASSIGNEE</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>STATUS</b>
<b>BLUE SUEDE</b>	Tylina	86459555	11/20/2014	N/A	N/A	Pending
<b>CAMOUFLAGE</b>	Tylina	86462494	11/23/2014	N/A	N/A	Pending
<b>HALLOWEEN SCREAM</b>	Tylina	86459564	11/20/2014	N/A	N/A	Pending
<b>HOLIDAY SWIRLS</b>	Tylina	86459568	11/20/2014	N/A	N/A	Pending
<b>HOLLY JOLLY</b>	Tylina	86460370	11/20/2014	N/A	N/A	Pending
<b>PASTEL TIE-DYE</b>	Tylina	86460436	11/20/2014	N/A	N/A	Pending
<b>PB + CHOCOLATE</b>	Tylina	86460614	11/20/2014	N/A	N/A	Pending
<b>PINK CADILLAC</b>	Tylina	86460634	11/20/2014	N/A	N/A	Pending
<b>PINK CAMOUFLAGE</b>	Tylina	86460513	11/20/2014	N/A	N/A	Pending
<b>PURPLE RAIN</b>	Tylina	86459557	11/20/2014	N/A	N/A	Pending
<b>TIE-DYE</b>	Tylina	86462498	11/23/2014	N/A	N/A	Pending
<b>TIE-DYE SWIRLS</b>	Tylina	86460478	11/20/2014	N/A	N/A	Pending
<b>TYLINA</b>	Tylina	PENDING	1/2/2015	N/A	N/A	Pending
<b>WILD THING</b>	Tylina	86460586	11/20/2014	N/A	N/A	Pending

**Schedule B – Patents**

None

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