

**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
Johnston Textiles, Inc.		11/05/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Cole Taylor Bank
Street Address:	9550 W. Higgins Road
Internal Address:	M. Salela
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	Banking Corporation: ILLINOIS

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2704684	CHEF CHECK SOMETHING'S GOOD IN THE KITCHEN!
Registration Number:	2643032	CHEF CHECK
Registration Number:	2621319	HI - VIS
Registration Number:	1931726	TEXTTEST
Registration Number:	1980440	INTERWEAVE
Registration Number:	1671165	DURATION
Registration Number:	0998761	STORMKING
Registration Number:	0834812	WELLINGTON SEARS
Registration Number:	0431749	MILDUPELLE
Registration Number:	0344807	WELLINGTON FABRICS ESTABLISHED 1845
Registration Number:	0056979	OCEANIC
Serial Number:	78498490	MICROALPHA
Serial Number:	78462990	ULTIMA

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900177650

**TRADEMARK**  
 REEL: 004423 FRAME: 0306

CORRESPONDENCE DATA

Fax Number: (404)572-5128  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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ATTORNEY DOCKET NUMBER:	17102.009009
NAME OF SUBMITTER:	Gerald T. Woods
Signature:	/Gerald T. Woods/
Date:	12/01/2010
Total Attachments: 4 source=[Untitled]#page1.tif source=[Untitled]#page2.tif source=[Untitled]#page3.tif source=[Untitled]#page4.tif	

## GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, JOHNSTON TEXTILES, INC., a Delaware corporation (“Grantor”) owns (A) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and (B) the patents and patent applications, in each case set forth on Schedule A and Schedule B, respectively, 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 November 5, 2010, between the Grantor and the Grantee, among others (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 November 5, 2010.

**GRANTOR:**

**JOHNSTON TEXTILES, INC.,**  
a Delaware corporation

By: Birchel Brown

Print Name: Birchel Brown

Title: CEO and President

**Schedule A - Trademarks**

**Trademarks**

<b>Trademark</b>	<b>Registration #</b>
CHEF CHECK SOMETHING'S GOOD IN THE KITCHEN	2704684
CHEF CHECK	2643032
HI - VIS and Design	2621319
TEXTTEST	1931726
INTERWEAVE	1980440
DURATION	1671165
STORMKING	0998761
WELLINGTON SEARS	0834812
MILDUPELLE (Stylized)	0431749
WELLINGTON FABRICS ESTABLISHED 1845 and Design	0344807
OCEANIC and Design	0056979

**Applications**

<b>Trademark</b>	<b>Registration #</b>
MICROALPHA	78498490
ULTIMA	78462990
PHENIX BARRIER	7615962

**Schedule B – Patents**

<b>Patent Title</b>	<b>Patent #/ (Application #)</b>
REINFORCING FABRIC FOR POWER TRANSMISSION BELTS	5,536,554
PROCESS FOR IMPARTING FLAME RETARDENCY TO POLYPROPYLENE UPHOLSTERY FABRICS	5,102,701
METHOD OF MAKING A REINFORCING FABRIC FOR POWER TRANSMISSION BELTS, HOSES AND THE LIKE	5,068,000
FIRE RETARDING POLYPROPYLENE FIBER AND FABRIC AND METHOD FOR PREPARING	4,863,764
REINFORCING FABRIC FOR POWER TRANSMISSION BELTS, HOSES AND THE LIKE	4,845,963
LAMINATED SUBSTRATE FOR AN OFFSET PRINTING BLANKET	4,048,368