

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Steven A. Narsutis of Harney Management Partners, LLC, not individually but solely as Assignee/Trustee for the Benefit of Creditors of First Chicago Bancorp		11/18/2011	TRUSTEE: DELAWARE
RECEIVING PARTY DATA			
Name:	Northbrook Bank & Trust Company		
Street Address:	1100 Waukegan Road		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	Illinois Chartered State Bank: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3266948	FIRST CHICAGO BANK & TRUST	
Registration Number:	3070776		
Registration Number:	3065801	WHAT'S IMPORTANT TO YOU IS IMPORTANT TO US.	
CORRESPONDENCE DATA			
Fax Number:	(312)258-5600		
Phone:	312-258-5767		
Email:	trademarks@schiffhardin.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Thomas P. White, Schiff Hardin LLP		
Address Line 1:	P.O. Box 06079		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	28012-0075		


OP \$90.00 3266948

NAME OF SUBMITTER:	Thomas P. White
Signature:	/Thomas P. White/
Date:	03/06/2012
Total Attachments: 4 source=Narsutis Trademark Assignment (2)#page1.tif source=Narsutis Trademark Assignment (2)#page2.tif source=Narsutis Trademark Assignment (2)#page3.tif source=Narsutis Trademark Assignment (2)#page4.tif	

TRADEMARK ASSIGNMENT

Assignment made, effective as of November 18, 2011, by Steven A. Narsutis of Harney Management Partners, LLC, 10 South Riverside Plaza, Suite 1800, Chicago, Illinois 60606, not individually but solely as Assignee/Trustee for the Benefit of Creditors of First Chicago Bancorp (“Trustee”) to Northbrook Bank & Trust Company, 1100 Waukegan Road, Northbrook, Illinois 60062 (“Northbrook”).

WHEREAS, pursuant to that certain Settlement and Release Agreement dated as of equal date herewith by and among Trustee, First Chicago Bancorp, and Northbrook (the “Settlement Agreement”), which Settlement Agreement is incorporated by reference herein, Trustee agreed to sell, transfer and assign to Northbrook all of its right, title and interest, if any, in the following United States Trademark Registrations (the “Registrations”) for the following trademarks (the “Marks”):

<u>REGISTRATION NO.</u>	<u>MARK</u>
3,266,948	FIRST CHICAGO BANK & TRUST
3,070,776	
3,065,801	WHAT’S IMPORTANT TO YOU IS IMPORTANT TO US.

; and

WHEREAS, the parties desire to evidence the transfer of the Registrations and any and all right, title, and interest in the Marks that Trustee may own;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and subject to and without limiting the disclaimers set forth in the Settlement Agreement, Trustee assigns to Northbrook any and all of its right, title, and interest, if

any, in and to the Registrations and the Marks including any and all common law rights in the Marks, goodwill of the business symbolized by the Marks, rights that arise from the Registrations, and causes of action, past and future, for infringement of the Marks or other violations of the rights assigned hereunder.

The full execution of this Trademark Assignment by the Parties shall irrefutably evidence that Trustee has delivered any and all of its right, title, and interest in and to, and Northbrook has irrevocably accepted, the Registrations and the Marks, for all purposes.

Trustee represents and warrants that: (a) it has the power, right and authority to enter into and execute this Assignment; (b) it has received fair and adequate consideration for entering into this Assignment; and (c) the execution, delivery and performance of this Assignment and transactions contemplated herein do not and will not violate any law, governmental regulation, judgment, order or decree applicable to Trustee.

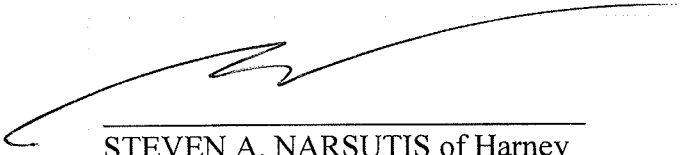
Northbrook represents and warrants that: (a) it has the power, right and authority to enter into and execute this Assignment; (b) it has received fair and adequate consideration for entering into this Assignment; and (c) the execution, delivery and performance of this Assignment and transactions contemplated herein do not and will not violate any law, governmental regulation, judgment, order or decree applicable to Northbrook.

This Assignment may be executed in counterparts, each of which when taken together shall constitute a single instrument. Facsimile signatures are binding.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this

Assignment:



STEVEN A. NARSUTIS of Harney
Management Partners, LLC, not individually
but solely as Assignee/Trustee for the Benefit
of Creditors for First Chicago Bancorp

NORTHBROOK BANK & TRUST COMPANY

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this

Assignment:

STEVEN A. NARSUTIS of Harney
Management Partners, LLC, not individually
but solely as Assignee/Trustee for the Benefit
of Creditors for First Chicago Bancorp

NORTHBROOK BANK & TRUST COMPANY

By: *T. Crane*

Name: TIM CRANE

Title: VICE CHAIRMAN