

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
WM COFFMAN RESOURCES LLC		08/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	COLE TAYLOR BANK		
Street Address:	9550 West Higgins Road		
Internal Address:	8th Floor		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2260515	COFFMAN	
Registration Number:	1208391	WONDERAIL	
CORRESPONDENCE DATA			
Fax Number:	2147581550		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214-758-1500		
Email:	shernandez@pattonboggs.com		
Correspondent Name:	Nam H. Huynh		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	028101.0103		
NAME OF SUBMITTER:	Nam H. Huynh		

OP \$65.00 2260515

Signature:	/Nam H. Huynh/
Date:	09/04/2012
Total Attachments: 7 source=IP SA#page1.tif source=IP SA#page2.tif source=IP SA#page3.tif source=IP SA#page4.tif source=IP SA#page5.tif source=IP SA#page6.tif source=IP SA#page7.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, WM COFFMAN RESOURCES LLC, a Delaware limited liability company (“**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 30, 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.

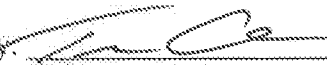
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the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

WM COFFMAN RESOURCES LLC,
a Delaware limited liability company

By: 
Name: **Trevor Cohen**
Title: **Senior VP of Finance and Secretary**

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:

WM COFFMAN RESOURCES LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: cekd
Name: CHAUNCEY R. SWAN
Title: SENIOR VICE PRESIDENT

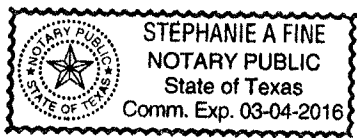
Signature Page - Grant of Security Interest in Trademarks and Patents

Grant of Security Interest in Trademark and Patents
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STATE OF Texas)
COUNTY OF Tarrant)

On this 24th day of AUGUST, 2012, before me personally came TREVOR COHEN to me known, who, being by me duly sworn did depose and say that he/she is the SVP OF FINANCE & OPS of WM Coffman Resources LLC, the company described in and which executed the foregoing instrument, and that he/she signed his/her 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.



Stephanie A. Fine
Notary Public

My Commission Expires: 03-04-2016

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/she is a _____ of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that he/she signed his/her 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/she is the _____ of WM Coffman Resources LLC, the company described in and which executed the foregoing instrument, and that he/she signed his/her 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: _____

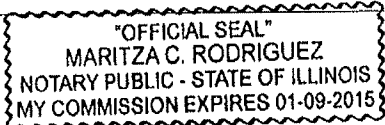
STATE OF Illinois)
)
COUNTY OF Cook)

On this ____ day of August, 2012, before me personally came Christopher R. Soups, to me known, who, being by me duly sworn did depose and say that he/she is a SR. VP of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that he/she signed his/her 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

REGISTRATION OR APPLICATION NO.	COUNTRY	REGISTRATION OR FILING DATE	MARK	REGISTRATION OR APPLICATION NO.
2,260,515	USA	7/13/1999	Coffman	2,260,515
1,208,391	USA	9/14/1982	Wonderail	1,208,391

Schedule B – Patents

APPLICATION OR PATENT NO.	COUNTRY	ISSUE OR FILING DATE	TITLE	APPLICATION OR PATENT NO.
7,178,791	USA	2/20/2007	Adjustable Staircase Rail System	7,178,791
7,707,386	USA	7/18/2006	Adjustable Staircase Rail System	7,707,386