

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
Home Source Manufacturing, Inc.	FORMERLY TerriSol Corp.	03/13/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3536064	PALERMO
Registration Number:	3615244	CASUAL HOME
Registration Number:	3605816	TERRY FOR TWO
Registration Number:	3732404	ULTIMATE INDULGENCE
Registration Number:	2976137	PRESIDENTIAL SUITE
Registration Number:	2970695	SIMPLE PLEASURES
Registration Number:	2965330	LUXURY SUITE
Registration Number:	2473930	SUITE COLLECTION

CORRESPONDENCE DATA

Fax Number: 4044435697
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 404-443-5707
 Email: lallen@mcguirewoods.com
 Correspondent Name: C. Jordan Myers, Esq.

Address Line 1: McGuireWoods LLP
Address Line 2: 1230 Peachtree Street, N.E., Suite 2100
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2058511-0017 HOME SOURCE
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	03/18/2013

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, HOME SOURCE MANUFACTURING, INC., a New York corporation, formerly known as TerriSol Corp., a New York 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 March 13, 2013, by and between the Grantor, Home Source International, Inc., a Georgia corporation, 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.

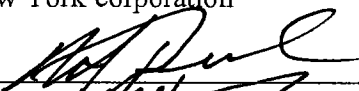
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the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

HOME SOURCE MANUFACTURING, INC.,
a New York corporation

By: 
Name: Mike Beaud
Title: CFO

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: _____
Name: Jeffrey Seiden
Title: Senior Vice President

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

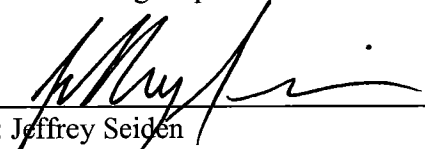
GRANTOR:

HOME SOURCE MANUFACTURING, INC.,
a New York corporation

By: _____
Name: _____
Title: _____

GRANTEE:

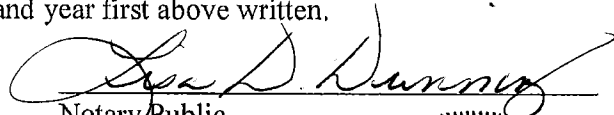
COLE TAYLOR BANK,
an Illinois banking corporation

By:  _____
Name: Jeffrey Seiden
Title: Senior Vice President

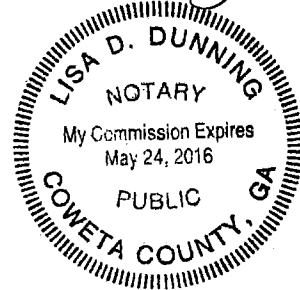
STATE OF _____)
)
COUNTY OF _____)

On this ____ day of March, 2013, before me personally came Mike Brand, to me known, who, being by me duly sworn did depose and say that he is the CEO of Home Source Manufacturing, Inc., a New York 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: May 24, 2016



STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally came Jeffrey Seiden, to me known, who, being by me duly sworn did depose and say that he is a Senior Vice President of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that she 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 March, 2031, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ of Home Source Manufacturing, Inc., a New York 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: _____

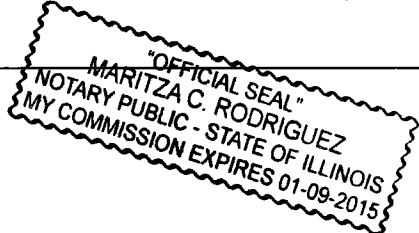
STATE OF Illinois)
)
COUNTY OF Cook)

On this 13th day of March, 2013, before me personally came Jeffrey Seiden, to me known, who, being by me duly sworn did depose and say that he is a Senior Vice President 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

Country	Trademark	Registration #	Issue Date	Owner
USA	Palermo	3536064	November 25, 2008	Home Source Manufacturing
USA	Casual Home	3615244	May 5, 2009	Home Source International / Home Source Manufacturing a division of Home Source International
USA	Terry For Two	3605816	April 14, 2009	Home Source International / Home Source Manufacturing a division of Home Source International
USA	Ultimate Indulgence	3732404	December 29, 2009	Home Source International / Home Source Manufacturing a division of Home Source International
USA	Presidential Suite	2976137	July 26, 2005	Home Source Manufacturing
USA	Ultimate Indulgence	3732404	January 29, 2009	Home Source Manufacturing
USA	Simple Pleasures	2970695	July 19, 2005	Home Source Manufacturing
USA	Luxury Suite	2965330	July 5, 2005	Home Source Manufacturing
USA	Suite Collection 024	2473930	July 31, 2001	Home Source Manufacturing
Mexico	Palermo	1079611	January 1, 2009	Home Source Manufacturing
Mexico	Suite Collection	1031229	March 19, 2008	Home Source Manufacturing
Canada	Palermo	Application No. 1560408	Filed January 18, 2012	Home Source Manufacturing
Canada	Presidential Suite	Application No. 1590111	Filed August 14, 2012	Home Source Manufacturing

Schedule B – Patents

None.