

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
Packer's Canning Co., Inc., dba Honee Bear Canning Co.,		05/29/2013	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Cole Taylor Bank		
Street Address:	9550 W. Higgins Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1455588	PACKERS PRIDE	
Registration Number:	1725994	PACKER'S PRIDE	
CORRESPONDENCE DATA			
Fax Number:	3128324700		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-832-4500		
Email:	delder@foley.com,jolsen@foley.com		
Correspondent Name:	Diane G. Elder		
Address Line 1:	321 North Clark Street, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	095740-0109		
NAME OF SUBMITTER:	Diane G. Elder		
Signature:	/Diane Grace Elder;/dge;/61590/		

OP \$65.00 1455588

Date:

10/29/2013

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, PACKER'S CANNING CO., INC., a Michigan corporation doing business as HONEE BEAR CANNING CO. ("Grantor"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith as set forth on Schedule A 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

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 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 June 7, 2013, among the Grantor, HBC Holdings I, LLC, HBC Holdings II, LLC, H.B.C. Properties, Inc. and H.B.C. Investments, Inc. (all of the foregoing are, collectively, the "Borrowers"), 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) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks 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 the other Borrowers and shall be effective as of the date of the Credit Agreement.

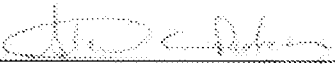
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the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

PACKER'S CANNING CO., INC.,
a Michigan corporation doing business as
HONEY BEAR CANNING CO.

By: 
Name: James S. Vacker
Title: President

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:

PACKER'S CANNING CO., INC.,
a Michigan corporation doing business as
HONEY BEAR CANNING CO.

By: _____
Name: _____
Title: _____

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: Cathy Tomczak
Name: Cathy B. Tomczak
Title: SVA

STATE OF Michigan)
)
COUNTY OF Washtenaw)

On this 20th day of May, 2013, before me personally came Samuel P. T., to me known, who, being by me duly sworn did depose and say that he is the President of Packer's Canning Co., Inc. d/b/a Honee Bear Canning Co., 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.

[Signature]
Notary Public

My Commission Expires: 12/2/2015

STATE OF Michigan)
)
COUNTY OF Washtenaw)

On this 20th day of May, 2013, before me personally came Samuel P. T., to me known, who, being by me duly sworn did depose and say that s/he is a _____ of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that s/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: _____

Schedule A - Trademarks

Country	Trademark	Registration #	Issue Date	Owner
USA	Packers Pride	1,455,588	9/1/1987	Packer's Canning Co., Inc. d/b/a Honee Bear Canning Co.
USA	PACKER'S PRIDE	1,725,994	10/20/1992	Packer's Canning Co., Inc. d/b/a Honee Bear Canning Co.