

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
Double B Foods, Inc.		01/31/2014	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	Cole Taylor Bank
Street Address:	9550 W. Higgins Road
Internal Address:	8th Floor
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	Banking Corporation: ILLINOIS

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	3657480	DOUBLE B FOODS
Registration Number:	3657476	DOUBLE B FOODS
Registration Number:	1524720	DOUBLE B
Registration Number:	1620163	TEXAS PRIDE BRAND

CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	thomas.brooke@hklaw.com
Correspondent Name:	Thomas W. Brooke
Address Line 1:	800 17th Street, NW
Address Line 2:	Suite 1100
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	093330.00026
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OP \$115.00 3657480

NAME OF SUBMITTER:	Thomas W. Brooke
Signature:	/thomaswbrooke/
Date:	02/27/2014
Total Attachments: 6 source=Double B- Grant of Security Interest in Trademarks#page1.tif source=Double B- Grant of Security Interest in Trademarks#page2.tif source=Double B- Grant of Security Interest in Trademarks#page3.tif source=Double B- Grant of Security Interest in Trademarks#page4.tif source=Double B- Grant of Security Interest in Trademarks#page5.tif source=Double B- Grant of Security Interest in Trademarks#page6.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, DOUBLE B FOODS, INC., a Texas corporation (“**Grantor**”), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith 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 January 31, 2014, 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, together with (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 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:

DOUBLE B FOODS, INC.,
a Texas corporation

By: 
Name: Donald Wall
Title: Chief Financial Officer

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:

DOUBLE B FOODS, INC.,
a Texas corporation

By: _____
Name: Donald Wall
Title: Chief Financial Officer

GRANTEE:

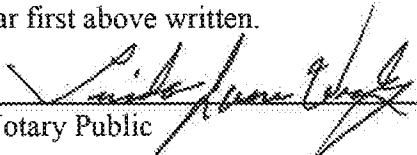
COLE TAYLOR BANK,
an Illinois banking corporation

By: _____
Name: Raphael Shin
Title: Senior Vice President

STATE OF TEXAS)
)
COUNTY OF DALLAS)

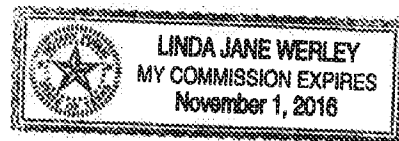
On this 29th day of January, 2014, before me personally came Donald Wall, to me known, who, being by me duly sworn did depose and say that he is the Chief Financial Officer of Double B Foods, Inc., a Texas corporation, the company described in and which executed the foregoing instrument, and that he 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: 11/1/16



STATE OF _____)
)
COUNTY OF _____)

On this _____ day of January, 2014, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she is the _____ 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 January, 2014, before me personally came Donald Wall, to me known, who, being by me duly sworn did depose and say that he is the Chief Financial Officer of Double B Foods, Inc., a Texas 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: _____

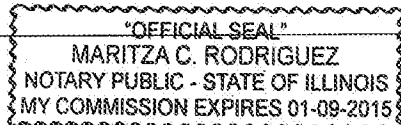
STATE OF Illinois)
)
COUNTY OF Cook)

On this 28 day of January, 2014, before me personally came Ralph Edwin, to me known, who, being by me duly sworn did depose and say that he/she is the Senior V.P. 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

Country	Trademark	Registration #	Issue Date
USA	DOUBLE B FOODS	3657480	7/21/2009
USA	DOUBLE B FOODS	3657476	7/21/2009
USA	DOUBLE B	1524720	2/14/1989
USA	TEXAS PRIDE BRAND	1620163	10/30/1990