

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Great Western Co. LLC		07/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cole Taylor Bank		
Street Address:	9550 W. HIGGINS RD.		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4271000	PETER'S MOVIE TIME	
Registration Number:	4143941	PETER'S MOVIE TIME	
Registration Number:	2844821	PREMIUM AMERICA	
Registration Number:	2817377	GREAT WESTERN PRODUCTS COMPANY	
Registration Number:	2808811	SUNGLO	
Registration Number:	2285424	SEÑOR CARLOS	
CORRESPONDENCE DATA			
Fax Number:	3128324700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-832-4552		
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:	095740-0114		
NAME OF SUBMITTER:	Diane G. Elder		
SIGNATURE:	/Diane Grace Elder/;/dge/61590/		
DATE SIGNED:	07/09/2014		

OP \$165.00 4271000

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, GREAT WESTERN CO., LLC, a Delaware limited liability company ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, in each case 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 July 3, 2014, among the Grantor, My Cinema Store Co. LLC, Tec Chem Co., LLC, 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, (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 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.

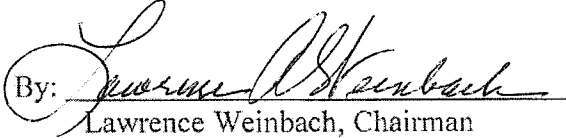
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the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

GREAT WESTERN CO., LLC,
a Delaware limited liability company

By: 
Lawrence Weinbach, Chairman

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: _____
Cindy S. Jamroziak
Senior Vice President

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

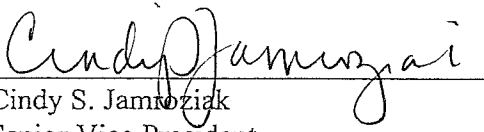
GRANTOR:

GREAT WESTERN CO., LLC,
a Delaware limited liability company

By: _____
Lawrence Weinbach, Chairman

GRANTEE:

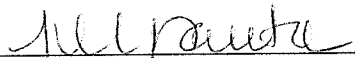
COLE TAYLOR BANK,
an Illinois banking corporation

By: 
Cindy S. Jamrozak
Senior Vice President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 26th day of June, 2014, before me personally came Lawrence Weinbach, to me known, who, being by me duly sworn did depose and say that he is the Chairman of Great Western Co., LLC, a Delaware limited liability company, 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.

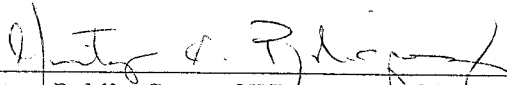


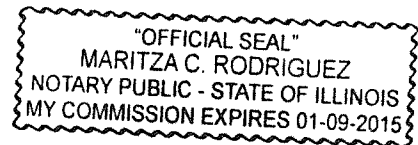
Notary Public, State of New York
My Commission Expires: 3/28/15

STATE OF ~~WISCONSIN~~ ILLINOIS)
)
COUNTY OF ~~WAUKESHA~~ COOK)


On this 1 day of July, 2014, before me personally came Cindy S. Jamroziak, to me known, who, being by me duly sworn did depose and say that she 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 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, State of Wisconsin ~~Illinois~~
My Commission Expires: 1-9-2015



Schedule A - Trademarks

Registration Number	Country	Mark	Filing Date	Owner
4,271,000	USA		01-Jan-2013	Great Western Co., LLC
4,143,941	USA		15-May-2012	Great Western Co., LLC
2,844,821	USA		25-May-2004	Great Western Co., LLC
2,817,377	USA		24-Feb-2004	Great Western Co., LLC
2,808,811	USA	SUNGLO	27-Jan-2004	Great Western Co., LLC

Registration Number	Country	Mark	Filing Date	Owner
2,285,424	USA	SEÑOR CARLOS	12- Oct- 1999	Great Western Co., LLC