

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366953

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chicago Convention and Tourism Bureau, Inc.		12/22/2015	non-profit corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4272941	SECOND TO NONE	
Registration Number:	4434848	CHOOSE CHICAGO	
Registration Number:	4434849	CHOOSE CHICAGO	
Registration Number:	4602225	BEYOND THE LOOP	
CORRESPONDENCE DATA			
Fax Number:	3127043001		
<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:	312-704-3105		
Email:	trademarks@hinshawlaw.com		
Correspondent Name:	Anthony Jacob		
Address Line 1:	222 N. LaSalle Street		
Address Line 2:	Suite 300		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	CHGO CONVENTION & TOURISM		
NAME OF SUBMITTER:	Anthony Jacob		
SIGNATURE:	/anthony jacob/		
DATE SIGNED:	12/22/2015		
Total Attachments: 8			

CH \$115.00 4272941

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GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (TRADEMARKS) dated as of December 22, 2015, by **CHICAGO CONVENTION AND TOURISM BUREAU, INC.** (referred to as the “Borrower”), having the address is 301 East Cermak Road, Chicago, IL 60616 to **THE PRIVATEBANK AND TRUST COMPANY,** (including any successor and assigns under the “Bank”), whose address is 120 S. LaSalle Street, Chicago, IL 60603.

Reference is made to the Loan and Security Agreement dated as of December 22, 2015 (as the same has been or may, from time to time hereafter, be supplemented, modified or amended, the “Loan Agreement”) between the Borrower and the Bank.

In order to induce the Bank to make certain loans and provide other financial accommodations to the Borrower pursuant to, and subject to the terms and conditions of, the Loan Agreement, and in order to secure the Borrower’s other obligations under the Loan Agreement, the Borrower has agreed to grant to the Bank a security interest in all of the Borrower’s assets, properties and rights in accordance with the terms of the Loan Agreement.

The Borrower is executing and delivering this Grant of Security Interest in Intellectual Property Rights (Trademarks) (“Agreement”) for the purpose of recording with the United States Patent and Trademark Office the grant of a security interest to the Bank in the intellectual property and rights of the Borrower referred to in Section 3 below.

Accordingly, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

SECTION 2. Incorporation. This Agreement is intended to supplement and not to amend or modify the Loan Agreement, the terms and provisions of which are incorporated herein by this reference as if fully set forth herein.

SECTION 3. Grant of Security Interest. In order to secure for the benefit of the Bank the full and punctual payment and performance of all of the Obligations, the Borrower hereby grants to the Bank a continuing mortgage and security interest in all of the Borrower’s right (including, without limitation, the right to sue for past infringements), title and interest in and to those trademarks, registrations and applications for which registrations have been issued or applied for within the United States Patent and Trademark Office and interests under trademark license agreements (both as licensor and licensee) listed on Schedule 1 attached hereto and made a part hereof, together with all goodwill associated therewith (collectively, the “Trademark Rights”). Upon the occurrence of an Event of Default that remains uncured for the applicable

cure period as specified in the Loan Agreement, and Borrower's receipt of a written request from the Bank, Borrower agrees to execute an assignment of the Trademark Rights to the Bank in the form attached hereto as Exhibit A.

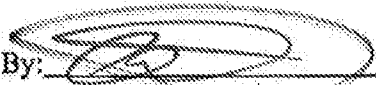
SECTION 4. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording with the United States Patent and Trademark Office the grant of security interest in the Trademark Rights.


SECTION 5. Binding Effect. This Agreement is binding upon the Borrower and any successor or assign permitted under the Loan Agreement and shall inure to the benefit of the Bank and its successors and assigns. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original document, and all of which shall constitute one and the same document. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed by its authorized officers as of the date first written above.

CHICAGO CONVENTION AND
TOURISM BUREAU, INC

By: 
Name: Donald P. Welsh
Title: Chief Executive Officer

By: 
Name: Louis F. Raizin
Title: Treasurer

ATTEST:



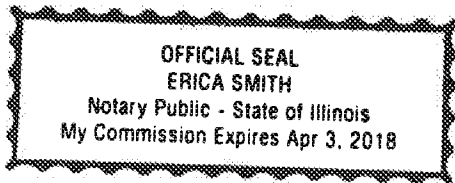
ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF COOK §

Before me, Erica Smith on this day personally appeared Donald P. Welsh, Chief Executive Officer and ~~Louis F. Reizin, Treasurer~~, on behalf of CHICAGO CONVENTION AND TOURISM BUREAU, INC. proved to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of CHICAGO CONVENTION AND TOURISM BUREAU, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21st day of December, 2015.



Erica Smith
Notary Public,
Printed Name: Erica Smith
My Commission Expires: April 3, 2018

ACKNOWLEDGMENT

STATE OF IL §

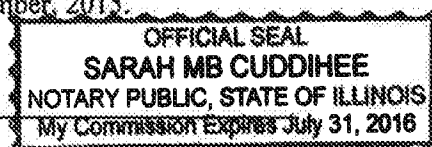
COUNTY OF COOK §

Before me, Sarah Cuddihee on this day personally appeared ~~Donald P. Welsh, Chief Executive Officer~~ and Louis F. Raizin, Treasurer, on behalf of CHICAGO CONVENTION AND TOURISM BUREAU, INC. proved to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of CHICAGO CONVENTION AND TOURISM BUREAU, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22 day of December, 2015.

Sarah Cuddihee

Notary Public,



Printed Name: SARAH MB CUDDIHEE

My Commission Expires: July 31, 2016

Schedule 1

[SEE ATTACHMENT]

Exhibit A
Form of Assignment

WHEREAS, CHICAGO CONVENTION AND TOURISM BUREAU, INC. (referred to herein as the "ASSIGNOR"), having its principal place of business at 301 East Cermak Road, Chicago, IL 60616, has adopted, used, and has been using or has had a bona fide intent to use the marks listed in the attached Schedule 1 (the "Marks"); and

WHEREAS, THE PRIVATEBANK AND TRUST COMPANY ("ASSIGNEE"), whose address is 120 S. LaSalle St., Chicago, IL 60603, is entitled to an assignment of all of ASSIGNOR's right, title and interest in and to the Marks, any and all registrations and applications for registration thereof, and the goodwill of ASSIGNOR's business symbolized by the Marks pursuant to the Loan and Security Agreement dated as of December ____, 2015, of which ASSIGNOR and ASSIGNEE are parties;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to the fullest extent allowed by law, ASSIGNOR does hereby sell, assign, transfer and convey to ASSIGNEE all of its right, title, and interest in and to the Marks, all registrations and applications for registration thereof, all rights derived from or associated with use of the Marks by ASSIGNOR, together with the goodwill of the business symbolized by the Marks, and the right to recover for past infringement of the Marks.

Executed this ____ day of _____, _____.


CHICAGO CONVENTION AND
TOURISM BUREAU, INC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

Trademarks and Trademarks Licenses

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Chicago Convention & Tourism Bureau, Inc.	SECOND TO NONE	85361140	4272941	June 30, 2011	January 8, 2013
Chicago Convention & Tourism Bureau, Inc.	CHOOSE CHICAGO	85717705	4434848	August 30, 2012	November 19, 2013
Chicago Convention & Tourism Bureau, Inc.		85717715	4434849	August 30, 2012	November 19, 2013
Chicago Convention & Tourism Bureau, Inc.	BEYOND THE LOOP	85818467	4602225	May 28, 2013	September 9, 2014