

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
Dunbrooke Apparel Corp.		01/29/2009	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Cole Taylor Bank		
Street Address:	9550 West Higgins Road, 8th Floor		
City:	Rosemont		
State/Country:	MISSOURI		
Postal Code:	60018		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2685665	D DUNBROOKE GOLF	
Registration Number:	1820687	DUNBROOKE DISTINCTIVE IMAGES	
Registration Number:	1297663	DUNBROOKE	
Registration Number:	2203930	WESTARK	
Registration Number:	1305138	UPSTREAM	
Registration Number:	1187789	UPSTREAM	
CORRESPONDENCE DATA			
Fax Number:	(314)259-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ncollora@bryancave.com		
Correspondent Name:	Daniel A. Crowe		
Address Line 1:	211 North Broadway, Ste 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0229381		

CH \$165.00 2685665

NAME OF SUBMITTER:	Daniel A. Crowe
Signature:	/Daniel A. Crowe/
Date:	03/11/2009
Total Attachments: 7 source=Grant of SI dunbrooke 1#page1.tif source=Grant of SI dunbrooke 1#page2.tif source=Grant of SI dunbrooke 1#page3.tif source=Grant of SI dunbrooke 1#page4.tif source=Grant of SI dunbrooke 1#page5.tif source=Grant of SI dunbrooke 1#page6.tif source=Grant of SI dunbrooke 1#page7.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, DUNBROOKE APPAREL CORP., a Missouri 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 January 29, 2009, 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, (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:

DUNBROOKE APPAREL CORP.,
a Missouri corporation

By: 
Name: Matthew T. Day
Title: COO Secretary

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: _____
Ellen T. Cook
Senior Vice President

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

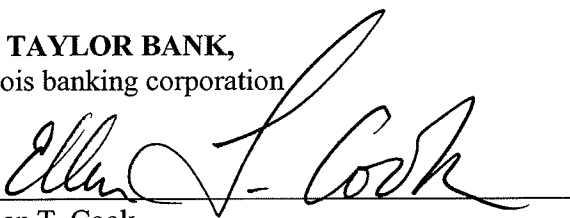
GRANTOR:

DUNBROOKE APPAREL CORP.,
a Missouri corporation

By: _____
Name: _____
Title: _____

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

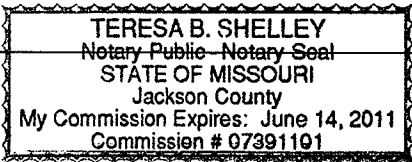
By: 
Ellen T. Cook
Senior Vice President

STATE OF Missouri)
COUNTY OF Jackson)

On this 27th day of January, 2009, before me personally came Matthew T. Gray to me known, who, being by me duly sworn did depose and say that he is the COO/Secretary of Dunbrooke Apparel Corp., a Missouri 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.

Teresa B. Shelley
Notary Public

My Commission Expires: 

STATE OF _____)
COUNTY OF _____)

On this ____ day of January, 2009, before me personally came Ellen T. Cook, 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

My Commission Expires: _____

STATE OF _____)

COUNTY OF _____)

On this ____ day of January, 2009, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ of Dunbrooke Apparel Corp., a Missouri 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)

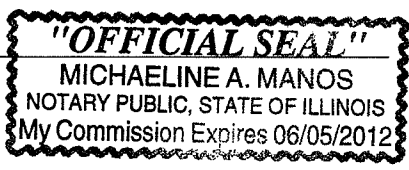
On this 29th day of January, 2009, before me personally came Ellen T. Cook, to me known, who, being by me duly sworn did depose and say that she is a Senior Vice President of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that 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.

Michaeline A. Manos

Notary Public

My Commission Expires: _____



Schedule A - Trademarks

Country	Trademark	Registration #	Issue Date	Owner
US	D Dunbrooke Golf & Design	2,685,665	2/11/03	Dunbrooke Apparel Corp.
US	Dunbrooke Distinctive Images and Design	1,820,687	2/8/94	Dunbrooke Apparel Corp.
US	Dunbrooke	1,297,663	9/25/84	Dunbrooke Apparel Corp.
US	Westark	2,203,930	11/17/98	Dunbrooke Apparel Corp.
US	Upstream	1,305,138	11/13/84	Dunbrooke Apparel Corp.
US	Upstream	1,187,789	1/26/82	Dunbrooke Apparel Corp.

Schedule B – Patents

Country	Patent Title	Patent #/ (Application #)	Issue Date/ (File Date)	Owner