

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
Anaheim Manufacturing Company		02/03/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Cole Taylor Bank
Street Address:	9550 West Higgins Road
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2332569	VORTEX POWERED
Registration Number:	0641668	WASTE KING
Registration Number:	1841285	WASTE KING
Registration Number:	1833658	COMMANDER
Registration Number:	1442763	WHIRLAWAY
Registration Number:	2168030	WASTE KING PROFESSIONAL
Registration Number:	1827216	CUSTOM SERIES
Registration Number:	0444709	PULVERATOR
Registration Number:	1872082	QUICK & HOT
Registration Number:	1352475	SINKMASTER

CORRESPONDENCE DATA

Fax Number: (713)751-3290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7137513200

OP \$265.00 2332569

900154570

**TRADEMARK
 REEL: 004147 FRAME: 0708**

Email: houpatentdocket@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 1100 Louisiana
Address Line 2: Suite 4000, IP Department
Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	17441.100001
NAME OF SUBMITTER:	Jill A. McWhirter
Signature:	/Jill A. McWhirter/
Date:	02/11/2010

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, Anaheim Manufacturing Company, a Delaware 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 February 1, 2010, 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 FOLLOWS

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 1st day of February 2010.

GRANTOR:

ANAHEIM MANUFACTURING COMPANY,
a Delaware corporation

By: Gregory B. Bacca
Gregory B. Bacca, Director of Finance

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: [Signature]
Print Name: Michael STELA
Title: SVP

State of California)
) ss.
County of Los Angeles)

On February 1st, 2010, before me, Ernestina Gutierrez, a Notary Public in and for said State, personally appeared Gregory B. Bacca, Director of Finance for Anaheim Manufacturing Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Ernestina Gutierrez* (Seal)



STATE OF Illinois)
)
COUNTY OF Cook)

On this 3 day of February, 2010, before me personally came Michael Satele, to me known, who, being by me duly sworn did depose and say that he is a SR. VP of Cole Taylor Bank, 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.

Maritza C. Rodriguez
Notary Public

My Commission Expires: _____



Schedule A - Trademarks

Country	Trademark	Registration #	Issue Date	Owner
USA	Vortex Powered	2332569	03/21/2000	Anaheim Manufacturing Company
USA	Waste King	0641668	02/19/1957	Anaheim Manufacturing Company
USA	Waste King	1841285	06/21/1994	Anaheim Manufacturing Company
USA	Commander	1833658	05/03/1994	Anaheim Manufacturing Company
USA	Whirlaway	1442763	06/16/1987	Anaheim Manufacturing Company
USA	Waste King Professional	2168030	06/26/1998	Anaheim Manufacturing Company
USA	Custom Series	1827216	03/22/1994	Anaheim Manufacturing Company
USA	Pulverator	444709	07/29/1952	Anaheim Manufacturing Company
USA	Quick & Hot	187082	01/03/1995	Anaheim Manufacturing Company
USA	Sinkmaster	1352475	08/06/1985	Anaheim Manufacturing Company

Schedule B – Patents

Country	Patent Title	Patent #	Issue Date/ (File Date)	Owner
USA	Waste Disposer Safety Device	6,082,643	July 4, 2000	Anaheim Manufacturing Company