

**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
KENNEL-AIRE, LLC		02/09/2010	LIMITED LIABILITY COMPANY: WISCONSIN

**RECEIVING PARTY DATA**

Name:	COLE TAYLOR BANK
Street Address:	9550 West Higgins Road
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	banking corporation: ILLINOIS

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	0678276	"KENNEL-AIRE"
Registration Number:	0876378	PROTECT-AIRE
Registration Number:	1615424	TRAVEL-AIRE
Registration Number:	2308995	TRAVEL-AIRE
Registration Number:	1711537	BARRIE-AIRE
Registration Number:	3252179	HANDI-PAN
Registration Number:	2273521	
Registration Number:	1817224	WAGGIN' CORRAL
Registration Number:	1837904	WAGGIN CORRAL
Registration Number:	2313808	WAGGIN' CORRAL
Registration Number:	2449216	COMMANDER
Registration Number:	2599195	MAXUM
Registration Number:	3252180	DURALAST

OP \$340.00 0678276

CORRESPONDENCE DATA

Fax Number: (414)297-4900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 414-319-7313  
Email: ptomailmadison@foley.com  
Correspondent Name: Foley & Lardner LLP  
Address Line 1: 777 E Wisconsin Avenue  
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	095740-0103
NAME OF SUBMITTER:	Eric M. Schmalz
Signature:	/Eric M. Schmalz/
Date:	03/04/2010

Total Attachments: 5  
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## **GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS**

WHEREAS, KENNEL-AIRE, LLC, a Wisconsin limited liability company ("**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 10, 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 to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 9<sup>th</sup> day of February, 2010.

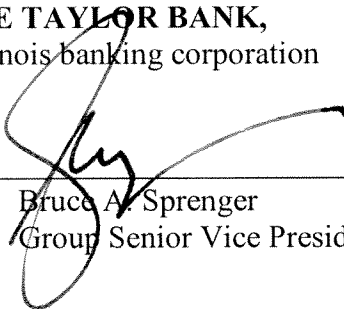
**GRANTOR:**

**KENNEL-AIRE, LLC,**  
a Wisconsin limited liability company

By:   
\_\_\_\_\_  
Trygve M. Pederson  
Vice President and Chief Financial Officer

**GRANTEE:**

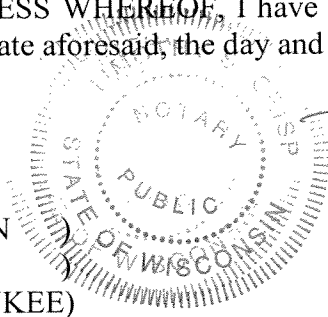
**COLE TAYLOR BANK,**  
an Illinois banking corporation

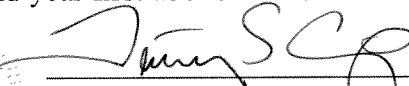
By:   
\_\_\_\_\_  
Bruce A. Sprenger  
Group Senior Vice President

STATE OF WISCONSIN )  
 )  
COUNTY OF MILWAUKEE)

On this 9<sup>th</sup> day of February, 2010, before me personally came Trygve M. Pederson, to me known, who, being by me duly sworn did depose and say that he is the Vice President and Chief Financial Officer of Kennel-Aire, LLC, 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.

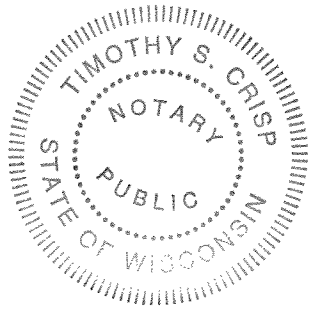


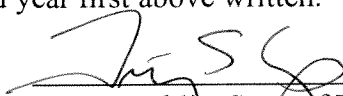
  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission is Permanent

STATE OF WISCONSIN  
COUNTY OF MILWAUKEE)

On this 9<sup>th</sup> day of February, 2010, before me personally came Bruce A. Sprenger, to me known, who, being by me duly sworn did depose and say that he is a Group Senior Vice President of Cole Taylor Bank, the bank 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 Wisconsin  
My Commission is Permanent

**Schedule A - Trademarks**

<b>Mark</b>	<b>Goods/Services</b>	<b>Issue Date</b>	<b>Reg. No.</b>	<b>Class</b>	<b>Expiration Date</b>
Kennel-Aire	Animal cage (Application for renewal in process)	5/12/59	678,276	021	5/12/19
Protect-Aire	Partition for separating the interior of passenger vehicles into two compartments in order to safeguard the driver and passengers from assaults and moving objects in the rear compartment	9/9/69	876,378	019	9/9/09
Travel-Aire	Metal animal cages	10/2/90	1,615,424	06	10/2/10
Travel-Aire	Plastic animal crates	1/18/00	2,308,995	020	1/18/10
Barrie-Aire	Dividers for separating the interior of passenger compartments into fore and aft compartments for the purpose of more safely transporting animals, children, packages, luggage, and the like in the aft compartment	9/1/92	1,711,537	012	9/1/12
Handi-Pan	Cat litter pan with handles	6/12/07	3,252,179	021	6/12/13
Heart Design	Logo	8/31/99	2,273,521	020 021 027	8/31/09
Waggin' Corral	Animal Kennel	1/18/94	1,817,224	042	1/18/14
Waggin' Corral (w/logo design)	Animal Kennel	5/31/94	1,837,904	020	5/31/14
Waggin' Corral	Animal Kennel	2/1/00	2,313,808	020	2/1/10
Commander	Portable Dog Kennel	5/8/01	2,449,216	020	5/8/11
Maxum	Animal Kennel	7/23/02	2,599,195	020	7/23/12
Duralast	Plastic Food/Water Bowls for Pets	6/12/07	3,252,180	021	6/12/13

**Schedule B – Patents**

<b>Patent No.</b>	<b>Description</b>	<b>Date Issued</b>	<b>Owner</b>
D435,705	Tray for a pet cage	12/26/00	Kennel-Aire, LLC
D393,622	Vehicle safety barrier for pets	4/21/98	Kennel-Aire, Inc.
D384,778	Tray for a pet cage	10/7/97	Kennel-Aire, Inc.
D384,443	Latch for an animal kennel	9/3/0/97	Kennel-Aire, Inc.
6,460,486	Aesthetically appealing square-back animal crate	10/8/02	Kennel-Aire, Inc.