

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
Blue Lake Citrus Products, LLC		11/04/2010	LIMITED LIABILITY COMPANY: FLORIDA
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:	3703672	NOBLE ORGANIC	
Serial Number:	78954215	BLUE LAKE	
Serial Number:	78954232	BLUE LAKE ORGANIC	
Registration Number:	3718448	E BOTTLE	
Serial Number:	77177915	HEALTHY NEVER TASTED SO GOOD	
Registration Number:	3470378	HEALTHY NEVER TASTED THIS GOOD	
CORRESPONDENCE DATA			
Fax Number:	(608)258-4258		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	608-257-5035		
Email:	tschulz@foley.com,jolsen@foley.com		
Correspondent Name:	Foley & Lardner LLP		
Address Line 1:	150 East Gilman Street		
Address Line 4:	Madison, WISCONSIN 53703		

OP \$165.00 3703672

ATTORNEY DOCKET NUMBER:	095740-0105 BLUE LAKE
NAME OF SUBMITTER:	Tricia Schulz
Signature:	/tschulz/
Date:	11/15/2010
Total Attachments: 6 source=blue lake to cole taylor#page1.tif source=blue lake to cole taylor#page2.tif source=blue lake to cole taylor#page3.tif source=blue lake to cole taylor#page4.tif source=blue lake to cole taylor#page5.tif source=blue lake to cole taylor#page6.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, BLUE LAKE CITRUS PRODUCTS, LLC, a Florida 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 November 4, 2010, by and among the Grantor, certain other Borrowers 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 4th day of November, 2010.


GRANTOR:

BLUE LAKE CITRUS PRODUCTS, LLC,
a Florida limited liability company

By: _____
Print Name: _____
Title: _____

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: 
Print Name: Jeffrey Feiten
Title: SVP

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 4th day of November, 2010.

GRANTOR:

BLUE LAKE CITRUS PRODUCTS, LLC,
a Florida limited liability company

By: Quentin J. Roe
Print Name: Quentin J. Roe
Title: CEO

GRANTEE:

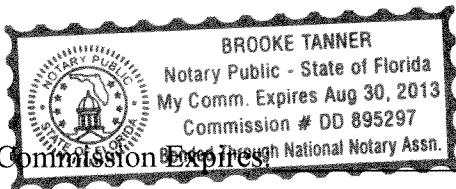
COLE TAYLOR BANK,
an Illinois banking corporation

By: _____
Print Name: _____
Title: _____

STATE OF Florida)
)
COUNTY OF Hillsborough)

On this 27th day of October, 2010, before me personally came Quentin Roe, to me known, who, being by me duly sworn did depose and say that he is the CEO of Blue Lake Citrus Products, 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.



Brooke Tanner
Notary Public

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 2010, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is a _____ of Cole Taylor Bank, the company described in and which executed the foregoing instrument and that she 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 _____)
)
COUNTY OF _____)

On this ____ day of _____, 2010, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ of Blue Lake Citrus Products, 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

My Commission Expires: _____

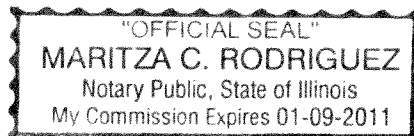
STATE OF Illinois)
)
COUNTY OF Cook)

On this 29 day of October, 2010, before me personally came Jeffrey Jordan, to me known, who, being by me duly sworn did depose and say that he is a SVP of Cole Taylor Bank, the company described in and which executed the foregoing instrument and that she 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: 1-9-2011



SCHEDULE 1

TRADEMARK REGISTRATIONS

Registered Owner of Trademark or Servicemark	MARK	COUNTRY	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE (FILING DATE)	Atty Docket No.
Blue Lake Citrus Products, LLC	NOBLE ORGANIC	USA	78954249	3703672		
Blue Lake Citrus Products, LLC	BLUE LAKE	USA	78954215			
Blue Lake Citrus Products, LLC	BLUE LAKE ORGANIC	USA	78954232			
Blue Lake Citrus Products, LLC	E BOTTLE	USA	77730718	3718448		
Blue Lake Citrus Products, LLC	HEALTHY NEVER TASTED SO GOOD	USA	77177915			
Blue Lake Citrus Products, LLC	HEALTH NEVER TASTED THIS GOOD	USA	77177904	3470378		