

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------|----------|----------------|-----------------------|
| Swisher Acquisition, Inc. | | 10/22/2010 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|---------------------------------|
| Name: | Cole Taylor Bank |
| Street Address: | 9550 W. Higgins Road, 8th Floor |
| City: | Rosemont |
| State/Country: | ILLINOIS |
| Postal Code: | 60018 |
| Entity Type: | Banking Corporation: ILLINOIS |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|----------------------|----------|-------------|
| Registration Number: | 3412604 | Z-MAX |
| Registration Number: | 3053329 | SWISHER |
| Registration Number: | 3107302 | PLUG & PLAY |
| Registration Number: | 2607382 | PREDATOR |
| Registration Number: | 2538321 | TRIM-MAX |
| Registration Number: | 1416431 | TRIM RITE |
| Registration Number: | 2522675 | TRAILMOWER |
| Registration Number: | 3608237 | E 4 |
| Registration Number: | 3648761 | MOW-ZILLA |
| Serial Number: | 77245914 | MOW-ZILLA |

CORRESPONDENCE DATA

Fax Number: (314)259-2020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3142592000

900186855

**TRADEMARK
 REEL: 004500 FRAME: 0853**

CH \$265.00 3412604

Email: lori.bowen@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: | 0315333 |
| NAME OF SUBMITTER: | Daniel A. Crowe |
| Signature: | /Daniel A. Crowe/ |
| Date: | 03/18/2011 |

Total Attachments: 7
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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, SWISHER ACQUISITION, INC., 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 October **22**, 2010, among the Grantor, Swisher Corporate Drive, LLC 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:

SWISHER ACQUISITION, INC.,
a Delaware corporation

By: 

Name: Geoffrey F. Feidellberg

Title: Secretary & Director

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: _____

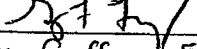
Name: _____

Title: _____

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

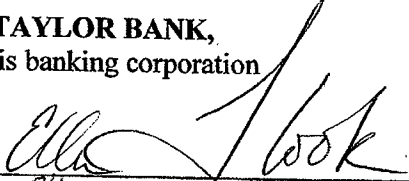
GRANTOR:

SWISHER ACQUISITION, INC.,
a Delaware corporation

By: 
Name: Geoffrey F. Feidellberg
Title: Secretary & Director

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: 
Name: Ellen T. Cook
Title: Senior Vice President

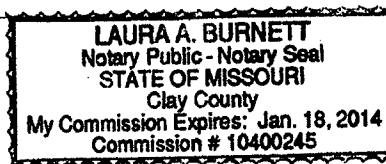
STATE OF Missouri)
COUNTY OF Jackson)

On this 27th day of October, 2010, before me personally came Geoffrey F. Feidelberg ^{Director} to me known, who, being by me duly sworn did depose and say that he is the Secretary & ^{Director} of Swisher Acquisition, Inc., a Delaware 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.

Laura A Burnett
Notary Public

My Commission Expires: Jan. 18, 2014

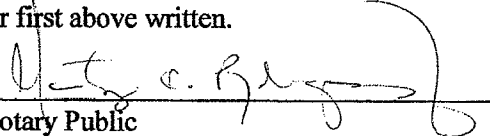


STATE OF Illinois)

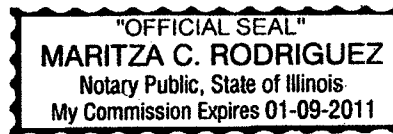
COUNTY OF Cook)

On this 22 day of October, 2010, before me personally came Ellen T. Cook, to me known, who, being by me duly sworn did depose and say that he is a SUP of Cole Taylor Bank, an Illinois banking 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: 1-9-11



Schedule A - Trademarks

| Application No. Registration No. | Title/description | Filing Date Registration Date |
|---|----------------------------|--|
| 78346093 3412604 | Z-Max | December 29, 2003 April 15, 2008 |
| 78426440 3053329 | Swisher | May 27, 2004 January 31, 2006 |
| 76584841 3107302 | Plug & Play | April 2, 2004 June 20, 2006 |
| 76297799 2607382 | Predator | August 13, 2001 August 13, 2002 |
| 76297750 2538321 | Trim Max | August 13, 2001 February 12, 2002 |
| 73592132 1416431 | Trim-Rite | April 7, 1986 November 11, 1986 |
| 76273194 2522675 | TrailMower | June 19, 2001 December 25, 2001 |
| | Less Work, More Weekend | |
| 77403097 3608237 | E4 | February 21, 2008 April 21, 2009 |
| 77977164 3648761 | Mow-Zilla | August 2, 2007 June 30, 2009 |
| 77245914 | Mow-Zilla | August 2, 2007 |

Schedule B – Patents

| Application No. Patent No. | Title/description | Filing Date Issue Date |
|---------------------------------------|---|-----------------------------------|
| 09/360,853 6256970 | Lawn maintenance apparatus with multi-attachment, multi-adjustable | 07-24-1999 07-10-2001 |
| 08/899,617 5966912 | Trailmower with angled bumper roller | 07-24-1997 10-19-1999 |
| 08/320,747 5515774 | Rotary Cooker/Smoker | 10-11-1994 05-14-1996 |
| 07/559,156 5134838 | Mower Pickup Broom | 07-20-1990 08-04-1992 |
| 07/051,655 4805933 | Hose End Sleeve | 05-20-1987 02-21-1989 |
| 11/595191 | Convertible Trailer /Carrier | 11-09-2006 05-15-2008 |
| 11/192,604 7093381 | Front equipment mount for a wheeled vehicle | 07-29-2005 08-22-2006 |
| CA2357675 | Front equipment mount for a wheeled vehicle | 09-17-2001 08-01-2006 |
| 61/164218 | Cradle structure for H-Beam Log Splitter | 03-27-2009 |
| 12/031144 | Universal front and rear equipment mount for ATV | 02-14-2008 |
| CA2621663 | Universal front and rear equipment mount for ATV | 02-15-2008 |
| | Convertible Trailer | |
| | 10 manual log splitter hitch | |