

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
Al-Jon Manufacturing, LLC		01/07/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2726941	AL-JON
Registration Number:	2726942	AL JON
Registration Number:	1207883	AL-JON
Registration Number:	2526465	QUAD-POST
Registration Number:	1203395	AL-JON
Registration Number:	1203396	AL-JON
Registration Number:	2313607	AL-JON IMPACT 91K LANDFILL COMPACTOR

CORRESPONDENCE DATA

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

TRADEMARK

900187310

REEL: 004503 FRAME: 0881

CH \$190.00 2726941

ATTORNEY DOCKET NUMBER:	0316875
NAME OF SUBMITTER:	Daniel A. Crowe
Signature:	/Daniel A. Crowe/
Date:	03/21/2011
Total Attachments: 8 source=Grant of Security Interests in Trademarks#page1.tif source=Grant of Security Interests in Trademarks#page2.tif source=Grant of Security Interests in Trademarks#page3.tif source=Grant of Security Interests in Trademarks#page4.tif source=Grant of Security Interests in Trademarks#page5.tif source=Grant of Security Interests in Trademarks#page6.tif source=Grant of Security Interests in Trademarks#page7.tif source=Grant of Security Interests in Trademarks#page8.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, AL-JON MANUFACTURING, L.L.C., a Delaware 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 January 7, 2011, 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:

AL-JON MANUFACTURING, L.L.C.,
a Delaware limited liability company

By: Thomas J. McCarthy
Name: Thomas J. McCarthy
Title: Vice President

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:

AL-JON MANUFACTURING, L.L.C.,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

GRANTEE:

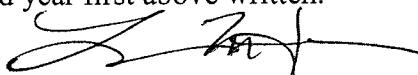
COLE TAYLOR BANK,
an Illinois banking corporation

By: Martha Gaskin
Name: Martha Gaskin
Title: SVP

STATE OF Colorado)
)
COUNTY OF Arapahoe)

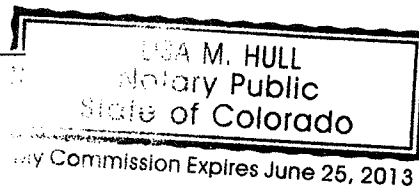
On this 17 day of February, 2011, before me personally came Thomas J. McClarty to me known, who, being by me duly sworn did depose and say that he is the Vice President of Al-jon Manufacturing LLC the company described in and which executed the foregoing instrument, and that he signed his name thereto 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: June 25, 2013



STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 20__, 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, 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: _____

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ of _____, 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: _____

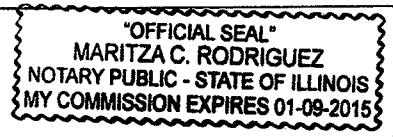
STATE OF Illinois)
)
COUNTY OF Cook)

On this 17 day of February, 2011, before me personally came Martha Gaskin, to me known, who, being by me duly sworn did depose and say that he is a SVP 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.

Maritza C. Rodriguez
Notary Public

My Commission Expires: _____



Schedule A – Trademarks

1. Trademark: Al-jon (Typed Drawing)
Registration No. 2,726,941 (Registered)
Registration Date: June 17, 2003
Serial No. 76/437,139
Filed: August 2, 2002
Prior Registrations: 1203395; 1203396

2. Trademark: Al-jon (Design Plus)
Registration No. 2,726,942 (Registered)
Registration Date: June 17, 2003
Serial No. 76/437,141
Filed: August 2, 2002

3. Trademark: Al-jon (Words)
Registration No. 1,207,883 (Renewed 11/29/02)
Registration Date: September 14, 1982
Serial No. 73/312,059
Filed: May 26, 1981

4. Trademark: Quad-Post (Typed Drawing)
Registration No. 2,526,465 (Registered)
Registration Date: January 8, 2002
Serial No. 75/643,617
Filed: February 19, 1999

5. Trademark: Al-jon (Typed Drawing)
Registration No. 1,203,395 (Renewed 10/24/02)
Registration Date: August 3, 1982
Serial No. 73/311,976
Filed: May 26, 1981

6. Trademark: Al-jon (Design Plus)
Registration No. 1,203,396 (Renewed 10/21/02)
Registration Date: August 3, 1982
Filed: May 26, 1981
Serial No. 73/312,060

7. Trademark: Al-jon 91K Landfill Compactor (Design Plus)
Registration No. 2,313,607 (Registered)
Registration Date: February 1, 2000
Filed: September 8, 1998
Serial No. 75/549,338
NOTE: This trademark had a deadline for filing a use declaration of February 1, 2006. This filing was not made as the borrower no longer Produces the 91K landfill compactor. Thus, this trademark will be

Assigned only to the extent it is assignable by Borrower.

8. Madrid Agreement and Madrid Protocol
International Trademark registration
Registration number: 958171
Registration date: June 23, 2009.

Schedule B – Patents

1. U.S. Patent No. 6,571,693 (Current)
Patent Date: June 3, 2003
Application No. 684,151
Filed: October 6, 2000
Title: Vehicle Recycling System and Method

2. U.S. Patent No. 5,782,176 (Current)
Patent Date: July 21, 1998
Application No. 687,118
Filed: July 23, 1996
Title: Material Press Having Pivotaly Connected Crushing Lid and a Reducible Height for Transit