

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b>                  Merge Left, Inc.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation- State: <u>Nevada</u>  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b>      <input type="checkbox"/> Yes                  Additional names, addresses, or citizenship attached?      <input checked="" type="checkbox"/> No</p> <p>Name: <u>Cole Taylor Bank</u>                  Internal Address: _____                  Street Address: <u>9550 W. Higgins Road</u>                  City: <u>Rosemont</u>                  State: <u>Illinois</u>                  Country: <u>USA</u>      Zip: <u>60018</u></p> <p><input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input checked="" type="checkbox"/> Corporation      Citizenship <u>IL</u>  <input type="checkbox"/> Other _____      Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No                  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance /Execution Date(s) :</b>                  Execution Date(s) <u>March 25, 2011</u></p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	
<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s)                  See attached sheet with "Schedule A - Trademarks"</p> <p>B. Trademark Registration No.(s)                  See attached sheet with "Schedule A - Trademarks"</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):                  See attached sheet with "Schedule A - Trademarks"</p>	
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b>                  Name: <u>CT Lien Solutions</u>                  Internal Address: _____                  Street Address: <u>187 Wolf Rd Ste 101</u>                  City: <u>Albany</u>                  State: <u>NY</u>      Zip: <u>12205</u>                  Phone Number: <u>800-362-3676</u>                  Fax Number: <u>800-962-7049</u>                  Email Address: _____</p>	<p><b>6. Total number of applications and registrations involved:</b>      <span style="border: 1px solid black; padding: 2px 10px;">3</span></p> <p><b>7. Total fee (37 CFR 2.8(b)(6) &amp; 3.41)</b>      \$ <u>90-</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card  <input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p>
<p><b>8. Payment Information:</b></p> <p>a. Credit Card      Last 4 Numbers <u>5683</u>                  Expiration Date <u>10/12</u></p> <p>b. Deposit Account Number _____                  Authorized User Name <u>McGuireWoods LLP</u></p>	
<p><b>9. Signature:</b>  _____</p> <p style="text-align: right;">5/10/11 Date</p> <p style="text-align: center;">Joclin M. Grotins Signature</p> <p style="text-align: center;">Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document:      <span style="border: 1px solid black; padding: 2px 10px;">2</span></p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

OP \$90.00 306953

**Schedule A - Trademarks**

<b><u>Country</u></b>	<b><u>Trademark</u></b>	<b><u>Registration #</u></b>	<b><u>Registration Date</u></b>	<b><u>Application #</u></b>
United States	AUTHENTIC HEADWEAR	3,069,530	3/14/2006	78/479,431
United States	COLLEGE CLASSICS	2,392,371	10/3/2000	75/800,383
United States	MERGE LEFT	1,911,470	8/15/1995	74/448,380

## GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, MERGE LEFT, INC., a Nevada corporation ("Grantor"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, set forth on Schedule A 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, trademark licenses and any and all goodwill associated therewith; 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 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 the date hereof, between the Grantor, Grantee and Imperial Headwear, Inc., a Delaware corporation (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, trademark licenses and any and all goodwill associated therewith set forth on Schedule A attached hereto (the "Marks"), (ii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks 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.

If Grantor shall obtain rights to any new Marks or licenses for Marks, this Grant of Security Interests in Trademarks shall automatically apply thereto. Grantor shall give prompt notice in writing to Grantee with respect to any such new Marks or trademark licenses. Grantor hereby authorizes Grantee unilaterally to modify this Grant of Security Interests in Trademarks by amending Schedule A to include any such new registered Marks or licenses of Grantor. Notwithstanding the foregoing, no failure to so modify this Grant of Security Interests in Trademarks or amend Schedule A shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Marks, whether or not listed on Schedule A.

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

**GRANTOR:**

**MERGE-LEFT INC.,**  
a Nevada corporation

By: 

Name: Douglas Kelly  
Title: Chief Executive Officer

**GRANTEE:**

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

By: \_\_\_\_\_

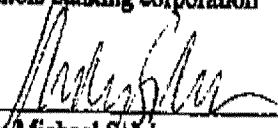
Name: Michael Salela  
Title: Senior Vice President

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

**GRANTOR:**  
**MERGE LEFT, INC.,**  
a Nevada corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By:  \_\_\_\_\_  
Name: Michael Salela  
Title: Senior Vice President