

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
Spirit Foodservice, Inc.		05/26/2011	CORPORATION: DELAWARE
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: 4			
Property Type	Number	Word Mark	
Registration Number:	588761	SPIR-IT	
Registration Number:	719237	STIRSTIC	
Serial Number:	85147427	SIDE KICK	
Serial Number:	85121814	SIDEKICK	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	320868-9		
NAME OF SUBMITTER:	Kristin Brozovic		

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**TRADEMARK
 REEL: 004561 FRAME: 0751**

Signature:	/Kristin Brozovic/
Date:	06/15/2011
Total Attachments: 6 source=IP Security Agreement- Spirit Foodservice#page1.tif source=IP Security Agreement- Spirit Foodservice#page2.tif source=IP Security Agreement- Spirit Foodservice#page3.tif source=IP Security Agreement- Spirit Foodservice#page4.tif source=IP Security Agreement- Spirit Foodservice#page5.tif source=IP Security Agreement- Spirit Foodservice#page6.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, Spirit Foodservice, 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 May 26, 2011, among the Grantor, Master Containers, Inc. 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:
SPIRIT FOODSERVICE, INC.,
a Delaware corporation

By: 
Name: William V. Glastris, Jr.
Title: Chairman

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: _____
Name: _____
Title: _____

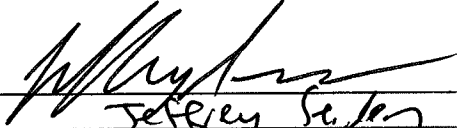
IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:
SPIRIT FOODSERVICE, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: 
Name: Jeffrey S. Jan
Title: SVP

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 2011, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ of Spirit Foodservice, 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.

Notary Public

My Commission Expires: _____

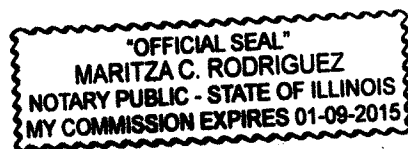
STATE OF Illinois)
)
COUNTY OF Cook)

On this 24 day of May, 2011, before me personally came Jeffrey Seiden, to me known, who, being by me duly sworn did depose and say that he is a S.V.P. 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: 1-9-2015



Schedule A - Trademarks

Country	Trademark	Registration #	Issue Date	Owner
US	Side Kick & Design	85147427	10/7/2010	Spirit Foodservice, Inc.
US	Side Kick	85121814	9/2/2010	Spirit Foodservice, Inc.
US	SPIR-IT	588761	4/20/1954	Spirit Foodservice, Inc.
US	STIRSTIC	719237	8/1/1961	Spirit Foodservice, Inc.
US	Master Containers	n/a	Unregistered	Spirit Foodservice, Inc.
US	Spirit Foodservice	n/a	Unregistered	Spirit Foodservice, Inc.

Schedule B – Patents

None.