

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
Uncle Milton Industries, Inc.		08/02/2010	CORPORATION: CALIFORNIA
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: 1			
Property Type	Number	Word Mark	
Serial Number:	77963809	UNCLE MILTON	
CORRESPONDENCE DATA			
Fax Number:	(314)259-2020		
Phone:	314-259-2000		
Email:	susan.murphy@bryancave.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	BRYAN CAVE LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0312087		
NAME OF SUBMITTER:	Daniel A. Crowe		
Signature:	/Daniel A. Crowe/		
Date:	11/14/2011		

CH \$40.00 77963809

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, UNCLE MILTON INDUSTRIES, INC., a California 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 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 August 2, 2010, 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 United States trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (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.

[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:

UNCLE MILTON INDUSTRIES, INC.,
a California corporation

By: Ken Firtel
Name: Ken Firtel
Title: Vice President

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

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

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

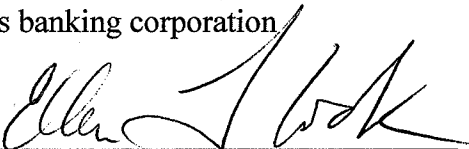
GRANTOR:

UNCLE MILTON INDUSTRIES, INC.,
a California corporation

By: _____
Name: Ken Firtel
Title: Vice President

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

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

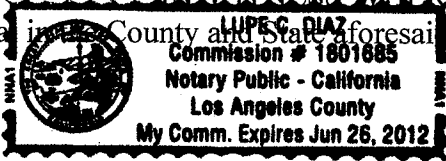
Schedule A - Trademarks

Trademark	Application #	Filing Date
UNCLE MILTON logo	77/963,809	3/19/2010

STATE OF California
COUNTY OF Los Angeles

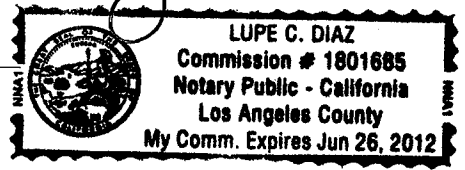
On this 22nd day of September, 2011, before me personally came Ken Firtel, to me known, who, being by me duly sworn did depose and say that he is the Vice President of Uncle Milton Industries, Inc., the company described in and which executed the foregoing instrument, and that he signed his name thereto 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.



Lupe C. Diaz
Notary Public

My Commission Expires: 6-26-12



STATE OF _____)
COUNTY OF _____)

On this ____ day of _____, 2011, before me personally came Ellen T. Cook, to me known, who, being by me duly sworn did depose and say that she is a Senior Vice President of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that she signed her 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 _____, 2011, before me personally came Ken Firtel, to me known, who, being by me duly sworn did depose and say that he is the Vice President of Uncle Milton Industries, Inc., 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 22 day of September, 2011, before me personally came Ellen T. Cook, to me known, who, being by me duly sworn did depose and say that she is a Senior Vice President of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that she signed her 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: _____

