

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
Cormark, Inc.		06/14/2012	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

Name:	BMO Harris Bank N. A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2249537	CORMARK
Registration Number:	2249540	CORMARK
Registration Number:	2249546	CORMARK
Registration Number:	2253435	CORMARK
Registration Number:	2531020	PIV-IT SIGN
Registration Number:	2555622	POWER SIGN
Registration Number:	2540135	TELE-BRACKET

**CORRESPONDENCE DATA**

Fax Number: 3128035299  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: (312) 845-3430  
 Email: kalwa@chapman.com  
 Correspondent Name: Richard Kalwa  
 Address Line 1: 111 West Monroe Street  
 Address Line 2: Chapman and Cutler LLP

CH \$190.00 2249537

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1980895

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 06/19/2012

Total Attachments: 6  
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## TRADEMARK COLLATERAL AGREEMENT

This 14th day of June, 2012, CORMARK, INC., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 1701 S. Winthrop, Des Plaines, Illinois 60018, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO HARRIS BANK N.A., a national banking association, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Indebtedness of Debtor as set out in that certain Commercial Security Agreement September 27, 2000 between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*"). The Debtor represents that, to the best of its knowledge, Schedule A is true and correct, and after receiving actual knowledge thereof the Debtor shall give the Secured Party prompt written notice of any corrections thereto.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Indebtedness. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are

more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CORMARK, INC.

By  \_\_\_\_\_  
Thomas M. Conway, Co-President

By \_\_\_\_\_  
Walter R. Miranda, Co-President

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

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

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

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CORMARK, INC.

By \_\_\_\_\_  
Thomas M. Conway, Co-President

By Walter R. Miranda  
Walter R. Miranda, Co-President

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

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

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Thomas M. Conway, Co-President

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Walter R. Miranda, Co-President

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By   
Name \_\_\_\_\_  
Title **Stephanie J. Slavkin**  
**Director**

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

<b>TRADEMARK REGISTRATION NO.</b>	<b>MARK</b>
2,249,537	Cormark
2,249,540	Cormark
2,249,546	Cormark
2,253,435	Cormark (stylized)
2,531,020	Piv-It Sign*
2,555,622	Power Sign*
2,540,135	Tele-Bracket

\*Following the renewals filed for PIV-IT SIGN and POWER SIGN, the PTO issued post-registration actions (on March 23, 2012 and March 26, 2012, respectively) noting inconsistencies in the owner name. As a result, a response must be filed for each of the renewals on or before September 23, 2012 and September 26, 2012, respectively, correcting the name of the owner (to Cormark, Inc. from Cormark) or the registrations will be deemed to have lapsed.