

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cole Taylor Bank		07/03/2012	Illinois banking corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Dunbrooke Apparel Corp.		
Street Address:	4200 Little Blue Parkway		
Internal Address:	Suite 500		
City:	Independence		
State/Country:	MISSOURI		
Postal Code:	64057		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2685665	D DUNBROOKE GOLF	
Registration Number:	1820687	DUNBROOKE DISTINCTIVE IMAGES	
Registration Number:	1297663	DUNBROOKE	
Registration Number:	2203930	WESTARK	
Registration Number:	1305138	UPSTREAM	
Registration Number:	1187789	UPSTREAM	
CORRESPONDENCE DATA			
Fax Number:	6302211756		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	630-344-1158		
Email:	nmarsico@huckbouma.com		
Correspondent Name:	Nick Marsico		
Address Line 1:	1755 S. Naperville Road		

OP \$165.00 2685665

Address Line 2: Suite 200  
Address Line 4: Wheaton, ILLINOIS 60189

ATTORNEY DOCKET NUMBER:	21106-1
NAME OF SUBMITTER:	Nick Marsico
Signature:	/Nick Marsico/
Date:	07/13/2012

Total Attachments: 4  
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## TERMINATION AND RELEASE

This TERMINATION AND RELEASE (as amended, amended and restated or otherwise modified from time to time, the "Termination and Release") is dated July 3<sup>rd</sup>, 2012, and made by COLE TAYLOR BANK, an Illinois banking corporation (the "Grantee") in favor of DUNBROOKE APPAREL CORP., a Missouri corporation ("Grantor");

### WITNESSETH

WHEREAS, Grantor and Grantee entered into a Credit Agreement dated January 29, 2009 (as amended from time to time, the "Credit Amendment"), and a Grant of Security Interest in Trademarks and Patents dated as of January 29, 2009 (the "Trademark Security Agreement") (recorded at the U.S. Patent and Trademark Office at Reel 003949/Frame 0878);

WHEREAS, Grantor's obligations under the Credit Amendment, and the Trademark Security Agreement were secured with a security interest in the Grantor's trademarks, including the trademarks listed on Exhibit A; and

WHEREAS, the Grantor has or has caused to be paid and satisfied in full the obligations for which the security interest in the Trademarks was granted as of July 3, 2012, and therefore hereby requests that Grantee execute this Termination and Release.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Grantee hereby terminates and releases the security interests in the Trademarks, including the trademarks listed on the attached Exhibit A, as follows:

1. Incorporation of Prior Agreements. The Credit Amendment and Trademark Security Agreement, and their respective terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Trademark Security Agreement.

2. Release of Security Interests. Grantee and Grantor hereby terminate and release their security interests in, assignment of, general lien on and right of set-off of all of the following:

Grantor's right, title and interest existing in and to the Trademarks, including without limitation all renewals thereof, all proceeds of infringement suits to sue for past, present and future infringements and all rights corresponding thereto in the United States, together with any goodwill of the business in connection with which all such trademarks are used ("Trademarks");

3. Further Assurances. Grantee hereby agrees to execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interests and reassignment of any trademark rights contemplated hereby.

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Termination and Release as of July \_\_, 2012.

**DUNBROOKE APPAREL CORP., a**  
Missouri corporation

By: [Signature]  
Name: Matthew T. Gray  
Title: COO

**COLE TAYLOR BANK,**

By: [Signature]  
Name: Maria M. Mero  
Title: SVP

STATE OF IL

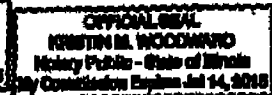
COUNTY OF DuPage

On this 3 day of July, 2012, before me personally came Matthew Gray to me known, who, being by me duly sworn did depose and say that he is the COO of Dunbrooke Apparel Corp., a Missouri corporation, the company described in and which executed the foregoing instrument, 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.

Kristin M. Woodward  
Notary Public

My Commission Expires: 7-14-15



STATE OF Illinois

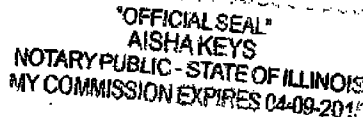
COUNTY OF Cook

On this 16<sup>th</sup> day of July, 2012, before me personally came Marie M. Muro to me known, who, being by me duly sworn did depose and say that he is a SVP of COLE TAYLOR BANK, the company described in and which executed the foregoing instrument, 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.

Aisha Keys  
Notary Public

My Commission Expires: 4/10/2015



**Schedule A – Trademarks**

Country	Trademark	Registration #	Issue Date	Owner
US	D Dunbrooke Golf & Design	2,685,665	2/11/03	Dunbrooke Apparel Corp.
US	Dunbrooke Distinctive Images and Design	1,820,687	2/8/94	Dunbrooke Apparel Corp.
US	Dunbrooke	1,297,663	9/25/84	Dunbrooke Apparel Corp.
US	Westark	2,203,930	11/17/98	Dunbrooke Apparel Corp.
US	Upstream	1,305,138	11/13/84	Dunbrooke Apparel Corp.
US	Upstream	1,187,789	1/26/82	Dunbrooke Apparel Corp.

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