

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|----------------|-----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WS Acquisition, LLC | | 01/31/2013 | LIMITED LIABILITY COMPANY: OREGON |
| 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 | |
| Registration Number: | 3261751 | CREW BOSS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3127821745 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Email: | amauro@thompsoncoburn.com | | |
| Correspondent Name: | Anita B. Mauro c/o Thompson Coburn LLP | | |
| Address Line 1: | 55 E. Monroe Street, 37th Floor | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| ATTORNEY DOCKET NUMBER: | 929740.110169 | | |
| NAME OF SUBMITTER: | Anita B. Mauro | | |
| Signature: | /Anita B. Mauro/ | | |
| Date: | 03/12/2013 | | |

OP \$40.00 3261751

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, WS Acquisition, LLC, an Oregon limited liability company ("**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 of even date herewith 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 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:

WS ACQUISITION, LLC,
an Oregon limited liability company

By: 

Barry Hendrix, President

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.

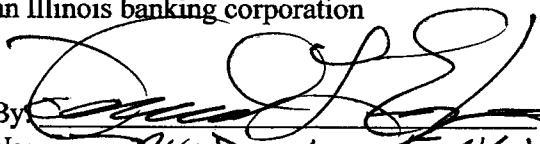
GRANTOR:

WS ACQUISITION, LLC,
an Oregon limited liability company

By: _____
Barry Hendrix, President

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: 
Name: DAVID L. ENGENHAUSER
Title: SENIOR Vice President

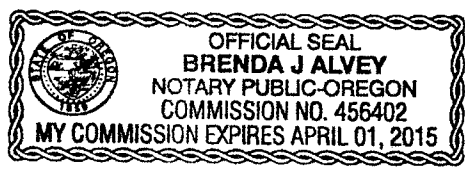
STATE OF Oregon)
)
COUNTY OF Multnomah)

On this 24th day of January, 2013, before me personally came Barry Hendrix, to me known, who, being by me duly sworn did depose and say that he is the President of WS Acquisition, LLC, an Oregon limited liability company, 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.

Brenda J Alvey
Notary Public

My Commission Expires: 4-1-15



STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 2013, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is a _____ 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.

Notary Public

My Commission Expires: _____

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 2013, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ of WS Acquisition, LLC, an Oregon limited liability company, 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 31 day of January, 2013, before me personally came DAVID L. ENGHANSEN, to me known, who, being by me duly sworn did depose and say that he is a SM. VICE PRESIDENT 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: _____



Schedule A - Trademarks

| Country | Trademark | Registration # | Issue Date | Owner |
|----------------|------------------|-----------------------|-------------------|---------------------|
| U.S. | CrewBoss | 3261751 | July 10, 2007 | WS Acquisition, LLC |
| | | | | |

Schedule B – Patents

| Country | Patent Title | Patent #/ (Application #) | Issue Date/ (File Date) | Owner |
|----------------|---------------------|--------------------------------------|--------------------------------|---------------------|
| U.S. | Fluid Storage Tank | 7,188,747 B2 | March 13, 2007 | WS Acquisition, LLC |
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