

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Classic Brands, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company

Citizenship (see guidelines) Maryland

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) 08/26/2011

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Cole Taylor Bank

Internal

Address: \_\_\_\_\_

Street Address: 9550 W. Higgins Road

City: Rosemont

State: Illinois

Country: USA Zip: 60018

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Renee Kelly

Internal Address: \_\_\_\_\_

Street Address: CT Lien Solutions  
4400 Easton Commons Way, Suite 1

City: Columbus

State: Ohio Zip: 43219

Phone Number: 800-713-0728

Fax Number: \_\_\_\_\_

Email Address: Renee.Kelly@wolterskluwer.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Renee Kelly  
Signature

05/07/2013

Date

Renee Kelly

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$290.00 8500750

4. Schedule of Registration number and identification or description of the Trademark:

**Schedule A - Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Registration #</b>	<b>Issue Date</b>	<b>Owner</b>
US	CLASSIC	1,296,339	09/18/1984	Classic Brands, LLC
	DORMIA	2,891,848	10/05/2004	Classic Brands, LLC
	POSTURE-TEMP	3,007,738	10/18/2005	Classic Brands, LLC
	NATURAL EXPRESSIONS	3,220,504	03/20/2007	Classic Brands, LLC
	COOL TOP	3,656,012	07/14/2009	Classic Brands, LLC
	COOL SLEEP	3,656,013	07/14/2009	Classic Brands, LLC
	COOL GEL	3,656,017	07/14/2009	Classic Brands, LLC
	QUIET SLEEP	3,738,297	01/12/2010	Classic Brands, LLC
	SLEEP OPTIONS	Published; Serial No. 85- 007503	04/06/2010 (filed)	Classic Brands, LLC
	POSTURE TEX	Pending; Serial No. 85-088687	07/20/2010 (filed)	Classic Brands, LLC
	INSTANT FOUNDATION	Pending; Serial No. 85345339	06/14/2011	Classic Brands, LLC

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, CLASSIC BRANDS, LLC, a Delaware limited liability company ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications set forth on Schedule A attached hereto, and any and all goodwill associated therewith; 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 described above and any and all goodwill associated therewith.

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 26, 2011, 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) 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:**  
CLASSIC BRANDS, LLC,  
a Delaware limited liability company

By: [Signature]  
Name: Michael Zippelli  
Title: President

STATE OF Maryland  
COUNTY OF Howard

On this 25 day of August, 2011, before me personally came Michael Zippelli, to me known, who, being by me duly sworn did depose and say that he is the President of Classic Brands, LLC, a Delaware 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.

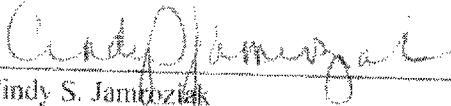
[Signature]  
Notary Public

My Commission Expires: 12/22/13

KARA FLORES  
Notary Public-Maryland  
Anne Arundel County  
My Commission Expires  
December 22, 2013

GRANTEE:

COLE TAYLOR BANK,  
an Illinois banking corporation

By:   
Cindy S. Jambozka  
Senior Vice President

**Schedule A - Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Registration #</b>	<b>Issue Date</b>	<b>Owner</b>
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