

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
Protogenic L.L.C.		05/17/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cole Taylor Bank		
Street Address:	9550 W. Higgins		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Illinois Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4003024	PROTOGENIC	
Registration Number:	4106941	HI-RES 3D	
CORRESPONDENCE DATA			
Fax Number:	3128324700		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-832-4552		
Email:	delder@foley.com;jolsen@foley.com		
Correspondent Name:	Diane G. Elder C/O Foley & Lardner LLP		
Address Line 1:	321 North Clark Street, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	095740-0101		
NAME OF SUBMITTER:	Diane G. Elder		
Signature:	/Diane Grace Elder;/dge;/61590/		

OP \$65.00 4003024

Date:

06/17/2013

Total Attachments: 8

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, PROTOGENIC LLC, a Delaware 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 Second Amended and Restated Credit and Security Agreement, dated as of May 17, 2013, by and among, the Grantor, Tenere Inc., a Delaware corporation ("Tenere"), 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 Tenere 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.

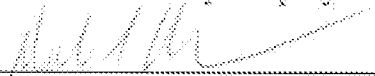
For the avoidance of doubt, the terms and conditions of this Grant of Security Interest are subject to the terms of the Intercreditor Agreement.

{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:

PROTOGENIC LLC,
a Delaware limited liability company

By: 

Name: Dale S. Gkonow

Title: Secretary and Vice 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:

PROTOGENIC LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: John F. Much
Name: John F. Much
Title: Senior Vice President

STATE OF Massachusetts
COUNTY OF Middlesex

On this 17 day of May, 2013, before me personally came DAVE OKONOW, to me known, who, being by me duly sworn did depose and say that he is the Secy VP of Protogenic 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.

Mary Delaney
Notary Public MARY DELANEY

My Commission Expires: 3-2-2018

STATE OF _____)
COUNTY OF _____)

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

Notary Public

My Commission Expires: _____

STATE OF Illinois)

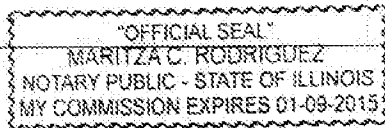
COUNTY OF Cook)

On this 16 day of May, 2013, before me personally came Jeffrey March, to me known, who, being by me duly sworn did depose and say that he is a Branch VP 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.

[Signature]
Notary Public

My Commission Expires: _____



Schedule A - Trademarks

PROTOGENIC 1,2	Registered	4003024	07-26-2011
Trademark	Status	Registration No.	Registration Date
HI-RES 3D	Registered	4106941	02/28/2012

Schedule B – Patents

None.