

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300554

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cole Taylor Bank		03/28/2014	Illinois Banking Corporation, in its individual capacity: ILLINOIS

RECEIVING PARTY DATA

Name:	Cole Taylor Bank
Street Address:	9550 W. Higgins Rd
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	An Illinois banking corporation, in its capacity as agent: ILLINOIS

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2555408	CAMBRIA
Registration Number:	3372892	CLUB CAMBRIA
Registration Number:	3372891	CLUB CAMBRIA
Registration Number:	2964545	THE NEW NATURAL STONE CHOICE
Serial Number:	85476063	CAMBRIA STYLE
Serial Number:	85476068	CAMBRIA
Serial Number:	85476080	CAMBRIA
Serial Number:	85476084	CAMBRIA
Serial Number:	85476090	CAMBRIA
Serial Number:	85476092	CAMBRIA
Serial Number:	85476095	CAMBRIA
Serial Number:	85476100	CAMBRIA
Serial Number:	85524659	
Serial Number:	85524667	
Serial Number:	85524673	

CORRESPONDENCE DATA

Fax Number: 3128324700

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

TRADEMARK

Phone: 312-832-4552
Email: delder@foley.com,jolsen@foley.com
Correspondent Name: Diane G. Elder
Address Line 1: 321 North Clark Street, Suite 2800
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 095740-0106

NAME OF SUBMITTER: Diane G. Elder

SIGNATURE: /Diane Grace Elder;/dge;/61590/

DATE SIGNED: 04/07/2014

Total Attachments: 13

source=Amendment No. 1 to Grant of Security Interest in Trademarks and Patents 2#page1.tif
source=Amendment No. 1 to Grant of Security Interest in Trademarks and Patents 2#page2.tif
source=Amendment No. 1 to Grant of Security Interest in Trademarks and Patents 2#page3.tif
source=Amendment No. 1 to Grant of Security Interest in Trademarks and Patents 2#page4.tif
source=Amendment No. 1 to Grant of Security Interest in Trademarks and Patents 2#page5.tif
source=Amendment No. 1 to Grant of Security Interest in Trademarks and Patents 2#page6.tif
source=Amendment No. 1 to Grant of Security Interest in Trademarks and Patents 2#page7.tif
source=Amendment No. 1 to Grant of Security Interest in Trademarks and Patents 2#page8.tif
source=Amendment No. 1 to Grant of Security Interest in Trademarks and Patents 2#page9.tif
source=Amendment No. 1 to Grant of Security Interest in Trademarks and Patents 2#page10.tif
source=Amendment No. 1 to Grant of Security Interest in Trademarks and Patents 2#page11.tif
source=Amendment No. 1 to Grant of Security Interest in Trademarks and Patents 2#page12.tif
source=Amendment No. 1 to Grant of Security Interest in Trademarks and Patents 2#page13.tif

**AMENDMENT NO. 1 TO
GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS**

THIS AMENDMENT NO. 1 (this "Amendment") to that certain Grant of Security Interest in Trademarks and Patents dated as of April 26, 2012 (the "Agreement") is made by and among CAMBRIA COMPANY LLC, a Minnesota limited liability company (the "Grantor"), COLE TAYLOR BANK, an Illinois banking corporation, in its individual capacity ("Assignor Grantee"), and COLE TAYLOR BANK, an Illinois banking corporation, as agent (in such capacity "Assignee Grantee") for itself and for the "Lenders" from time to time party to that certain Amended and Restated Credit and Security Agreement dated as of the date hereof (the "Restated Credit Agreement"), by and among the Grantor, the Assignee Grantee and the Lenders, is made as of March 28, 2014.

WHEREAS, the Grantor and the Assignor Grantee are parties to the Agreement, pursuant to which the Grantor granted to the Assignor Grantee a security interest in, and lien on, all of the 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 (collectively, the "Security Interest");

WHEREAS, the Agreement was duly recorded in the United States Patent and Trademark Office on May 2, 2012, at Reel/Frame # 004769/0806, in the form attached hereto as Exhibit 1.

WHEREAS, the parties hereto desire to enter into this Amendment to assign all of Assignor Grantee's right, title and interest in, to and under the Agreement to the Assignee Grantee;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Agreement as follows:

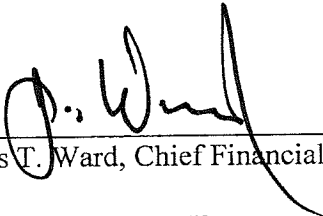
1. Assignment of Grantee. All right, title and interest of Assignor Grantee in, to and under the Agreement, including, without limitation, the Security Interest, is hereby assigned to Assignee Grantee, and Assignee Grantee is hereby joined as a party to the Agreement in substitution for Assignor Grantee.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, the Grantor, the Assignor Grantee and the Assignee Grantee have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

GRANTOR:

CAMBRIA COMPANY LLC

By  _____
James T. Ward, Chief Financial Officer

ASSIGNOR GRANTEE:

COLE TAYLOR BANK, in its individual capacity

By _____
Dion Heintz, Senior Vice President

ASSIGNEE GRANTEE:

COLE TAYLOR BANK, as Agent for itself and the other Lenders party to the Restated Credit Agreement

By _____
Dion Heintz, Senior Vice President

IN WITNESS WHEREOF, the Grantor, the Assignor Grantee and the Assignee Grantee have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

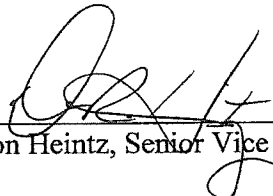
GRANTOR:

CAMBRIA COMPANY LLC

By _____
James T. Ward, Chief Financial Officer

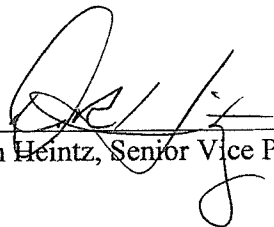
ASSIGNOR GRANTEE:

COLE TAYLOR BANK, in its individual capacity

By  _____
Dion Heintz, Senior Vice President

ASSIGNEE GRANTEE:

COLE TAYLOR BANK, as Agent for itself and the other Lenders party to the Restated Credit Agreement

By  _____
Dion Heintz, Senior Vice President

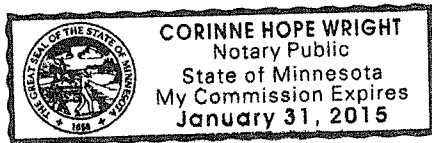
STATE OF MINNESOTA)
)
COUNTY OF LE SUEUR)

On this 19th day of March, 2014, before me personally came James T. Ward, to me known, who, being by me duly sworn did depose and say that he is the Chief Financial Officer of Cambria Company LLC, 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.

Corinne Hope Wright
Notary Public

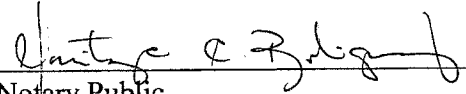
My Commission Expires: January 31, 2015



STATE OF Illinois)
COUNTY OF Cook)

On this 28 day of March, 2014, before me personally came Dion Heintz, to me known, who, being by me duly sworn did depose and say that he is a Senior Vice President of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument, in its individual capacity and as Agent for itself and the Lenders under the Restated Credit Agreement, 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: _____

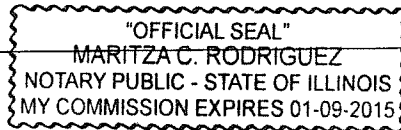


EXHIBIT 1

COPY OF RECORDED AGREEMENT

See attached

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, CAMBRIA COMPANY LLC, a Minnesota 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, dated as of April 26, 2012, 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.

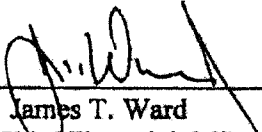
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the 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:

CAMBRIA COMPANY LLC,
a Minnesota limited liability company

By: 
Name: James T. Ward
Title: Chief Financial Officer

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:

CAMBRIA COMPANY LLC,
a Minnesota limited liability company

By: _____
Name: James T. Ward
Title: Chief Financial Officer

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: Cindy Janrozjak
Name: Cindy S. Janrozjak
Title: Senior Vice President

STATE OF Minnesota)

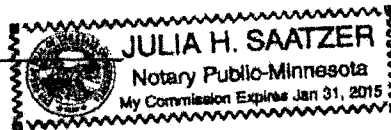
COUNTY OF Le Sueur)

On this 16th day of April, 2012, before me personally came James T. Ward, to me known, who, being by me duly sworn did depose and say that he is the Chief Financial Officer of Cambria Company LLC, 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.

Julia Saatz
Notary Public

My Commission Expires: 1-31-2015



STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 2012, before me personally came _____, to me known, who, being by me duly sworn did depose and say that (s)he is a _____ of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that (s)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 _____, 2012, before me personally came James T. Ward, to me known, who, being by me duly sworn did depose and say that he is the Chief Financial Officer of Cambria Company LLC, 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 WI)
)
COUNTY OF Waushara)

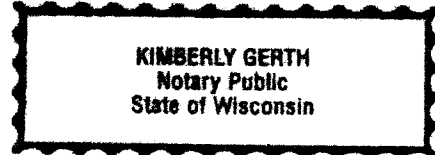
On this 11th day of April, 2012, before me personally came Cindy S. Jamroziak, to me known, who, being by me duly sworn did depose and say that she is a Senior Vice President of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that she 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: 8/10/14



Schedule A - Trademarks

Country	Trademark	Registration #	Issue Date	Owner
United States	CAMBRIA and DRAGON DESIGN (Black and White-Class 19)	2555408	04/02/2002	Cambria Company LLC
United States	CLUB CAMBRIA	3372892	01/22/2008	Cambria Company LLC
United States	CLUB CAMBRIA and DESIGN	3372891	01/22/2008	Cambria Company LLC
United States	THE NEW NATURAL STONE CHOICE	2964545	07/05/2005	Cambria Company LLC
United States	CAMBRIA STYLE	Application 85/476,063		Cambria Company LLC
United States	CAMBRIA (Class 11)	Application 85/476,068		Cambria Company LLC
United States	CAMBRIA (Class 19)	Application 85/476,080		Cambria Company LLC
United States	CAMBRIA and DRAGON DESIGN (Black and White-Class 11)	Application 85/476,084		Cambria Company LLC
United States	CAMBRIA and DRAGON DESIGN (Black and White-Class 20)	Application 85/476,090		Cambria Company LLC
United States	CAMBRIA and DRAGON DESIGN (Black and Gold-Class 11)	Application 85/476,092		Cambria Company LLC
United States	CAMBRIA and DRAGON DESIGN (Black and Gold-Class 19)	Application 85/476,095		Cambria Company LLC
United States	CAMBRIA and DRAGON DESIGN (Black and Gold-Class 20)	Application 85/476,100		Cambria Company LLC
United States	DRAGON DESIGN (Black and White-Class 11)	Application 85/524,659		Cambria Company LLC
United States	DRAGON DESIGN (Black and White-Class 19)	Application 85/524,667		Cambria Company LLC
United States	DRAGON DESIGN (Black and White-Class 20)	Application 85/524,673		Cambria Company LLC

Schedule B – Patents

None.

4845-7744-8204.4