

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nostalgia Home Fashions, Inc.		10/15/2008	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Cole Taylor Bank		
Street Address:	9550 West Higgins Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4510677	NOSTALGIA HOME	
Registration Number:	4510675	NOSTALGIA HOME	
Registration Number:	4476294	NOSTALGIA HOME	
Registration Number:	4476295	NOSTALGIA HOME	
Registration Number:	4346319	NOSTALGIA HOME	
Registration Number:	4346318	NOSTALGIA HOME	
Registration Number:	4090643	NOSTALGIA	
Registration Number:	3898153	QUILTCREATOR.COM EVERY DESIGN IS AN ORIG	
CORRESPONDENCE DATA			
Fax Number:	3127821745		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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		
Address Line 2:	37th Floor		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	929740.78477		
NAME OF SUBMITTER:	Anita B. Mauro		
SIGNATURE:	/Anita B. Mauro/		

OP \$215.00 4510677

DATE SIGNED:	07/18/2014
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Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, Nostalgia Home Fashions, Inc., an Illinois corporation, ("**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 that certain Loan and Security Agreement dated as of October 15, 2008 between the Grantor and the Grantee (as amended from time to time, hereinafter referred as the "**Loan Agreement**" or "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 Loan 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 Liabilities (as such term is defined in the Loan Agreement) of the Grantor and shall be effective as of the date of the Loan Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Loan 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 Loan 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 Loan Agreement, the provisions of the Loan 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:

NOSTALGIA HOME FASHIONS, INC.
an Illinois corporation

By: 
Name: Jerry Zhang
Title: Chairman

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: 
Name: MARY ALBERTS
Title: Senior Vice President

STATE OF New York
COUNTY OF New York

On this 27 day of June, 2014, before me personally came JERRY J ZHANG, to me known, who, being by me duly sworn did depose and say that he is the CHAIRMAN of Nostalgia Home Fashions, Inc., an Illinois 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.

H. Jewan
Notary Public

My Commission Expires: 27/6/2015

H. Jewan 6/27/14
Hempragne Jewan
Notary Public, State of New York
No. 01JE6243774
Qualified in Madison County
Certificate Filed in New York County
Commission Expires 27/6/15

STATE OF Illinois
COUNTY OF Cook

On this 11th day of July, 2014, before me personally came Mary Alberts, to me known, who, being by me duly sworn did depose and say that he is a SVP 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.

Aisha Keys
Notary Public

My Commission Expires: 04/09/2015

"OFFICIAL SEAL"
AISHA KEYS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 04-09-2015

Schedule A - Trademarks

Country	Trademark	Registration #	Issue Date	Owner
USA		4510677	4/8/2014	Nostalgia Home Fashions, Inc.
USA	NOSTALGIA HOME	4510675	4/8/2014	Nostalgia Home Fashions, Inc.
USA		4476294	1/28/2014	Nostalgia Home Fashions, Inc.
USA	NOSTALGIA HOME	4476295	1/28/2014	Nostalgia Home Fashions, Inc.
USA		4346319	6/4/2013	Nostalgia Home Fashions, Inc.
USA	NOSTALGIA HOME	4346318	6/4/2013	Nostalgia Home Fashions, Inc.
USA	NOSTALGIA	4090643	1/24/2102	Nostalgia Home Fashions, Inc.
USA		3898153	12/28/2010	Nostalgia Home Fashions, Inc.

Schedule B – Patents

None.