

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment and Assignment of Agreement (Trademark)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cole Taylor Bank		03/18/2009	Commercial Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Gordon Brothers Group, LLC
Street Address:	101 Huntington Avenue, 10th Fl.
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02199
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2717160	FOXES
Registration Number:	2370639	INTENSEMINTS
Registration Number:	2353548	PHARMARIGHT
Registration Number:	2304353	
Registration Number:	2430636	DAILY-C
Registration Number:	2260023	FRUITRIENTS
Registration Number:	2339159	NATURTHIN
Registration Number:	1950350	
Registration Number:	1949738	ALL-HERBAL
Registration Number:	1410815	
Registration Number:	1192612	SEN-SEN
Registration Number:	0425169	SB
Registration Number:	0421962	JUICELETS
Registration Number:	0247418	

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Registration Number:	0247091	SEN-SEN
Registration Number:	0084536	SEN-SEN
Registration Number:	0050947	SMITH BROTHERS
Registration Number:	2934545	SMITH BROS.
Registration Number:	2693606	SMOKERSGUARD
Registration Number:	2502294	HAPPY HEALTH CANDIES

CORRESPONDENCE DATA

Fax Number: (312)577-4688
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312)577-8416
Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	206163-00001
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	03/18/2009

Total Attachments: 6
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AMENDMENT AND ASSIGNMENT OF AGREEMENT (TRADEMARK)

This Amendment and Assignment of Agreement (TRADEMARK) dated as of March 18, 2009 (this "Amendment"), is made by and among Cole Taylor Bank ("CTB"), Gordon Brothers Group, LLC ("GBG"), and F & F Foods, Inc., an Illinois corporation ("Borrower").

RECITALS

WHEREAS, Borrower and CTB are parties to that certain Copyright, Patent, Trademark and License Security Agreement dated as of July 11, 2002 and recorded (i) on July 19, 2002 in Reel 2588, Frame 0173, (ii) on March 16, 2009 in Reel 3952, Frame 0553 and (iii) on March 18, 2009 in Reel 003954, Frame 0556 (as the same may be amended, restated or modified from time to time, the "Trademark Agreement");

WHEREAS, pursuant to the Trademark Agreement, Borrower granted to CTB a continuing security interest in, among other things, all of Borrower's right, title and interest in and to the Trademarks, including those trademarks referred to in Attachment 1 hereto;

WHEREAS, pursuant to that certain Assignment Agreement dated on or about March 18, 2009 (the "Assignment") by and among CTB, GBG and Borrower, CTB assigned to GBG all of its interests and obligations as a Lender under that certain Loan and Security Agreement dated as of July 11, 2002 (as amended, the "Loan Agreement") between Borrower and CTB;

WHEREAS, GBG has agreed to accept the assignment of all of the interests of CTB as a Lender under the Loan Agreement from CTB pursuant to the terms of the Assignment;

WHEREAS, the parties hereto desire to execute this Amendment for the purposes of (i) amending the Trademark Agreement in certain respects to reflect the transfer of CTB's interests and obligations as Lender to GBG and (ii) evidencing in any filing office where the Trademark Agreement was filed the assignment by CTB to GBG of all of CTB's interests under the Trademark Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, CTB and GBG hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Agreement.
2. Amendment of Trademark Agreement. The Trademark Agreement shall be amended such that GBG, as the assignee of CTB, shall replace CTB as "Lender" under the Trademark Agreement. All references to "Lender" in the Trademark Agreement shall hereinafter refer to Gordon Brothers Group, LLC.
3. Assignment. In connection with the assignments from CTB to GBG under the Assignment, CTB does hereby assign and transfer all of its interests in, to and under the

Trademark Agreement, and all obligations of CTB thereunder, to GBG. GBG hereby accepts such assignment and assumes all obligations of CTB under the Trademark Agreement. The execution and delivery of this Amendment shall not in any way affect or modify the liability of Borrower under the Trademark Agreement hereby assigned, it being understood and agreed that notwithstanding this Amendment, all of the obligations of Borrower under the Trademark Agreement shall be and remain enforceable by GBG, or by its successors and assigns, against Borrower.

4. Severability. Whenever possible, each provision of this Amendment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Amendment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Amendment. In addition, in the event any provision of or obligation under this Amendment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

5. Section Titles. Section and Subsection titles in this Amendment are included for convenience of reference only, do not constitute a part of this Amendment for any other purpose, and have no substantive effect.

6. Successors and Assigns. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. APPLICABLE LAW. THIS AMENDMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

8. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Agreement.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

COLE TAYLOR BANK

By: Richard A. Simone
Name: RICHARD A SIMONE
Title: CSVP

GORDON BROTHERS GROUP, LLC

By: _____
Name: _____
Title: _____

F & F FOODS, INC., an Illinois corporation

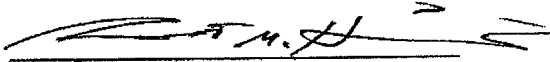
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

COLE TAYLOR BANK

By: _____
Name: _____
Title: _____

GORDON BROTHERS GROUP, LLC

By: 
Name: ROBERT M. HIMMEL
Title: PRINCIPAL

F & F FOODS, INC., an Illinois corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

COLE TAYLOR BANK

By: _____
Name: _____
Title: _____

GORDON BROTHERS GROUP, LLC

By: _____
Name: _____
Title: _____

F & F FOODS, INC., an Illinois corporation

By: DSB
Name: DAVID S. BARNER
Title: PRESIDENT

ATTACHMENT 1

U.S. FEDERAL TRADEMARKS

Mark	Serial No.	Application Date	Registration No.	Registration Date
FOXES	76357749	1/11/02	2717160	5/20/03
INTENSEMINTS	75683390	4/15/99	2370639	7/25/00
PHARMARIGHT	75683008	4/15/99	2353548	5/30/00
<i>Design Only</i>	75650046	3/1/99	2304353	12/28/99
DAILY-C	75472622	4/23/98	2430636	2/27/01
FRUITRIENTS	75448116	3/11/98	2260023	7/6/99
NATURTHIN	75448297	3/11/98	2339159	4/4/00
<i>Design Only</i>	74547114	7/8/94	1950350	1/23/96
ALL-HERBAL	74317848	9/28/92	1949738	1/16/96
<i>Design Only</i>	73580994	2/3/86	1410815	9/23/86
SEN-SEN	73306738	4/20/81	1192612	3/23/82
SB	71496735	2/16/46	0425169	11/5/46
JUICELETS	71487830	8/31/45	0421962	6/25/46
<i>Design Only</i>	71261396	2/8/28	0247418	9/25/98
SEN-SEN	71259667	1/4/28	0247091	9/18/28
SEN-SEN	71055270	3/23/1911	0084536	12/19/1911
SMITH BROTHERS	71005969	5/18/1905	0050947	4/3/1906
SMITH BROS.	76579575	3/8/04	2934545	
SMOKERSGUARD	75508277	6/25/98	2693606	
HAPPY HEALTH CANDIES	75335928	8/5/07	2502294	
WARM APPLE PIE	77414601	3/6/08	N/A*	N/A
AIR SECURE	77194688	5/31/07	N/A*	N/A
AIR SECURITY	77194655	5/31/07	N/A*	N/A

*Intent to Use Application