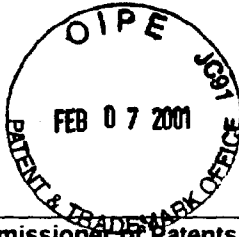


02-15-2001



101615408

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 2.7.01

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

02/15/2001 GTQ11 00000019 1927724

01 FC:481 40.00 DP

02 FC:482 125.00 DP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

SITA RAMNARACE

Name of Person Signing

Signature

2/17/2001

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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ASSIGNMENT OF TRADEMARKS AND TRADEMARK REGISTRATIONS

WHEREAS, Saramar, L.L.C., a Delaware corporation, having a place of business c/o Sara Lee Corporation, Three First National Plaza, Chicago, Illinois 60622, has adopted and used and is using the trademarks identified on Exhibit A hereto, and is the owner of the registrations of such trademarks identified on said Exhibit A; and

WHEREAS, SC International Services, Inc., a Delaware corporation, having a place of business at 1521 North Cooper Street, Suite 300, Arlington, Texas 76011, is desirous of acquiring said trademarks and the registrations thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Saramar, L.L.C. does hereby assign, sell and transfer unto said SC International Services, Inc., its successors and assigns, all right, title and interest in and to the said trademarks identified on Exhibit A, together with (a) the registrations of and/or applications to register said trademarks identified on said Exhibit A, (b) the goodwill of the business symbolized by said trademarks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said trademarks or the registrations thereof or associated goodwill.

IN WITNESS WHEREOF, Saramar, L.L.C., by its duly authorized officer, has executed this assignment, as an instrument under seal on this 2nd day of February, 2001.

SARAMAR, L.L.C.

By: Carol Stephenson
Name: Carol Stephenson
Title: Secretary

The foregoing assignment of said trademarks and the registrations thereof and associated goodwill by Saramar, L.L.C. to SC International Services, Inc. is hereby accepted as of the 2nd day of February, 2001.

SC INTERNATIONAL SERVICES, INC.

By: _____
Name: Michael Broll
Title: President

ASSIGNMENT OF TRADEMARKS AND TRADEMARK REGISTRATIONS

WHEREAS, Saramar, L.L.C., a Delaware corporation, having a place of business c/o Sara Lee Corporation, Three First National Plaza, Chicago, Illinois 60622, has adopted and used and is using the trademarks identified on Exhibit A hereto, and is the owner of the registrations of such trademarks identified on said Exhibit A; and

WHEREAS, SC International Services, Inc., a Delaware corporation, having a place of business at 1521 North Cooper Street, Suite 300, Arlington, Texas 76011, is desirous of acquiring said trademarks and the registrations thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Saramar, L.L.C. does hereby assign, sell and transfer unto said SC International Services, Inc., its successors and assigns, all right, title and interest in and to the said trademarks identified on Exhibit A, together with (a) the registrations of and/or applications to register said trademarks identified on said Exhibit A, (b) the goodwill of the business symbolized by said trademarks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said trademarks or the registrations thereof or associated goodwill.

IN WITNESS WHEREOF, Saramar, L.L.C., by its duly authorized officer, has executed this assignment, as an instrument under seal on this ___ day of February, 2001.

SARAMAR, L.L.C.

By: SARA LEE CORPORATION, its sole member

By: _____

Name:

Title:

The foregoing assignment of said trademarks and the registrations thereof and associated goodwill by Saramar, L.L.C. to SC International Services, Inc. is hereby accepted as of the 2nd day of February, 2001.

SC INTERNATIONAL SERVICES, INC.

By:  _____

Name: Michael Broll

Title: President

STATE OF Illinois)
COUNTY OF Cook)

On this the 2nd day of February, 2001, before me appeared Carol Stephenson,
the person who signed this instrument, who acknowledged that he is the Secretary
of Saramar, L.L.C., and that being duly authorized he signed such instrument as a free act on
behalf of Saramar, L.L.C..

Tracy Birmingham

My commission expires: 3/6/02



EXHIBIT A

Trademarks:

<u>Reg. No.</u>	<u>Date</u>	<u>Mark</u>
1,927,724	October 17, 1995	GREEN HILL
1,918,189	September 12, 1995	GREEN HILL & DESIGN
1,490,376	May 31, 1988	GREEN HILL & DESIGN
1,961,273	March 12, 1996	PRIDDY'S
2,009,485	October 22, 1996	PRIDDY'S
2,151,739	April 21, 1998	PRIDDY'S (STYLIZED)