

09-30-2002

OFFICE OF PUBLIC RECORDS FORM C

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



COMMERCE demark Office

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FINANCE SECTION

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Hornblower Tahoe, Inc.

9-24-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State California Other

Additional name(s) of conveying party(ies) attached? Yes No

- Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: June 28, 2002

2. Name and address of receiving party(ies) ARAMARK Sports and Entertainment Services, Inc.

Internal Address:

Street Address: 1101 Market Street

City: Philadelphia State: PA Zip: 19107

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): 74/466,927 74/466,228 A. Trademark Application No.(s) 74/466,229

B. Trademark Registration No.(s) 1,448,921 1,893,364

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name Catherine L. Donohue, Esq.

Internal Address:

Street Address: Gibson, Dunn & Crutcher LLP

4 Park Plaza, Jamboree Center

City: Irvine State: CA Zip: 92614

6. Total number of applications and registrations involved 5

7. Total fee (37 CFR 3.41) \$140.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

501408

DO NOT USE THIS SPACE

9. Signature.

Catherine L. Donohue Name of Person Signing

Handwritten signature

Signature

August 26, 2002 Date

Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

09/27/2002 6TDM11 00000121 501408 74466927

01 FC:481 40.00 CH 02 FC:482 100.00 CH 30281610_2.DOC

TRADEMARK REEL: 002589 FRAME: 0666

TRADEMARK ASSIGNMENT AGREEMENT

This Intellectual Property Assignment (this "Assignment") is made as of June 28th, 2002 by Hornblower Tahoe, Inc. a California corporation (the "Assignor"), to ARAMARK Sports and Entertainment Services, Inc., a Delaware corporation ("Assignee").

RECITALS

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of June 26, 2002 (the "Purchase Agreement").

B Pursuant to Section 6.9 of the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Assets (as defined in the Purchase Agreement), including but not limited to the Trademarks appearing on Exhibit A attached hereto (the "Marks"), together with the goodwill of the business pertaining thereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement (all of which are incorporated herein by this reference), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Purchase Agreement, the Assignor hereby agrees as follows:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all of the Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Marks, along with the right to sue for and collect such damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. The Assignor further covenants and agrees that, at the time of the execution and delivery of these presents, it possesses full title to the Marks and that it has the unencumbered right and authority to make this assignment.

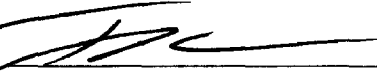
3. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. Notwithstanding anything contained herein to the contrary, the agreements and covenants herein set forth are subject to the provisions and limitations set forth in the Purchase Agreement and nothing herein set forth shall increase or reduce the rights, liabilities or obligations of the parties hereto as set forth in the Purchase Agreement.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR:

HORNBLOWER TAHOE, INC., a California corporation

By: 
Terry MacRae
President and Sole Shareholder

ASSIGNEE:

**ARAMARK SPORTS AND ENTERTAINMENT SERVICES, INC.,
a Delaware corporation**

By: _____
Name: _____
Title: _____

Acknowledgement by Notary Public

State of California

County of San Francisco

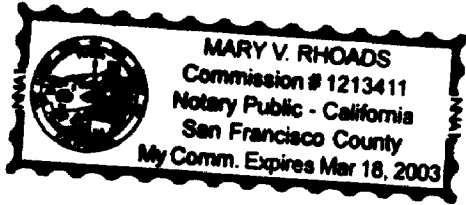
On this 1st day of July, 2002, before me, the undersigned Notary Public, personally appeared Terry MacRae, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature:



Name: Mary V. Rhoads, Notary Public



IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR:

HORNBLOWER TAHOE, INC., a California corporation

By: _____
Terry MacRae
President and Sole Shareholder

ASSIGNEE:

**ARAMARK SPORTS AND ENTERTAINMENT SERVICES, INC.,
a Delaware corporation**

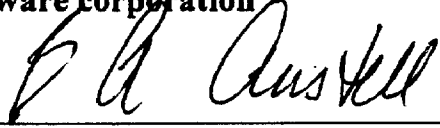
By:  _____
Barbara A. Austell
Treasurer

EXHIBIT A

TRADEMARK	APPLICATION NO. AND APPLICATION DATE	REGISTRATION NO. AND REGISTRATION DATE
Tahoe Princess	74466927 -- filed 12/03/93	
The Great Lake Tahoe Sternwheeler Race	74466228 -- filed 12/03/93	
Tahoe Steamer	74466229 -- filed 12/03/93	
Tahoe Queen	73626138 -- filed 10/20/86	1448921 -- issued 07/21/87
Miss Tahoe	74466930 -- filed 12/03/93	1893364 -- issued 05/09/95

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