

12-31-2002

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Spectacor Management Group *12.26.02*

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

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

2. Name and address of receiving party(ies)

Name: _____ SMG
Internal Address: _____ 4th Floor
Street Address: _____ 701 Market Street
City: _____ Philadelphia State: _____ PA Zip: _____ 19106

Individual(s) citizenship _____
 Association _____
 General Partnership _____ Pennsylvania
 Limited Partnership _____
 Corporation-State _____
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____ 01/05/1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) _____
2033330 2024896

Additional number(s) attached Yes No

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

Name: _____ Matthew W. Walch
Internal Address: _____ Latham & Watkins
_____ 5800 Sears Tower

Street Address: _____ 233 South Wacker Drive

City: _____ Chicago State: _____ IL Zip: _____ 60606

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
_____ 50-1125 - any under-/over-payment

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9. Signature.

Matthew W. Walch *Matthew W. Walch* December 19, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

12/30/2002 LMUELLER 00000147 2033330

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

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

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REEL: 002640 FRAME: 0773

1. **Additional Names of Conveying Parties**

Spectacor Management Group is composed of FMG Partners, an Illinois partnership; SMI Associates, a Pennsylvania partnership; and ARAMARK Facilities Management, Inc., a Delaware corporation.

2. **Additional Names of Receiving Parties**

SMG is composed of ARAMARK Facilities Management, Inc., a Delaware corporation, and FMG Partners, an Illinois partnership.

SECOND
AMENDED AND RESTATED
JOINT VENTURE AGREEMENT
OF
SMG
(FORMERLY SPECTACOR MANAGEMENT GROUP)

This Second Amended and Restated Joint Venture Agreement dated and effective as of January 5, 1998 by and among

ARAMARK Facilities Management, Inc.
("ARAMARK"), a Delaware corporation

-and-

FMG Partners ("FMG"), an Illinois general
partnership

amends and restates in its entirety the Amended and Restated Joint Venture Agreement dated as of February 1, 1991, (the "Prior Agreement") by and among ARAMARK, FMG and SMI Associates ("SMI"), a Pennsylvania general partnership and shall be and become the Joint Venture Agreement of Spectacor Management Group, the name of which is hereby being changed to "SMG" (the "Partnership").

PRELIMINARY STATEMENT

WHEREAS, the parties hereto desire to amend and restate the Prior Agreement with respect to the Partnership, and thereby confirm the partnership created by the Prior Agreement and to reflect the purchase by ARAMARK and FMG of SMI's entire Partnership Interest,

NOW, THEREFORE, IT IS HEREBY AGREED, by and among the parties hereto, as follows:

the person or persons may, in the context in which such pronoun is used, require.

ARTICLE II.

ORGANIZATION

2.01 Formation. SMI and FMG have heretofore formed a joint venture in general partnership form pursuant to the provisions of the Act and all other pertinent laws of the Commonwealth of Pennsylvania, for the purposes and upon the terms and conditions hereinafter set forth, to which joint venture ARAMARK was admitted as a Partner. ARAMARK and FMG desire to continue such joint venture as hereinafter provided. The Partners agree that the rights and liabilities of the Partners shall be as provided in the Act except as otherwise herein expressly provided. Promptly upon the execution and delivery hereof, or as soon as necessary under applicable law the Partners shall cause such notice, instrument, document, certificate or statement of Partnership as may be required by applicable law, and which may be necessary to enable the Partnership to conduct its business, and to own its properties, under the Partnership name, to be filed or recorded in all appropriate public offices.

2.02 Name. The name of the Partnership shall be "SMG", and all transactions of the Partnership, to the extent permitted by applicable law, shall be carried on and completed in such name or in the name "Superior Management Group", including, without limitation, the holding of legal or beneficial title to any

properties, real and personal, which may at any time during the term of the Partnership be owned or leased by the Partnership.

2.03 Principal Office. The principal office of the Partnership shall be located at 701 Market Street, 4th Floor, Philadelphia, Pennsylvania or at such other place or places as the Partners may, from time to time, determine.

2.04 Purpose. The purpose of the Partnership shall be to engage in the Business and in Ancillary Businesses in conjunction therewith. It is the intention of the Partners that Ancillary Business will be subcontracted where deemed to be advisable and in the best interests of the Partnership. In connection with the foregoing, but subject to all of the terms, covenants, conditions and limitations contained in this Agreement, the Partnership shall have full power and authority to hold, mortgage, manage, operate, lease, alter, improve and maintain its properties, to sell the same, in whole or in part, and to acquire and construct additional property as approved by the Management Committee. In addition, the Partnership may form Subpartnerships for the purpose of the foregoing.


2.05 Term. The term of the Partnership shall continue until the first to occur of (i) December 31, 2050; or (ii) termination of the Partnership by operation of law or pursuant to any of the terms of this Agreement, unless the Partnership is reconstituted as provided herein or by law.

2.06 Partnership Assets. All of the assets, liabilities, revenues, expenses, gains, losses, credits, capital and debt

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

FMG PARTNERS

By: FMG, Inc., a general partner

By 
Name: R Schutze
Title: V.P.

ARAMARK FACILITIES MANAGEMENT, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

FMG PARTNERS

By: FMG, Inc., a general partner

By

Name: _____
Title: _____

ARAMARK FACILITIES MANAGEMENT, INC.

By:

 _____

Name:

Michael O'Hera

Title:

Vice President