

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):
Five Star Food Service, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 06/24/04

2. Name and address of receiving party(ies)

Name: Harbinger Mezzanine Partners, L.P.

Internal Address: Suite 500

Street Address: 618 Church St.

City: Nashville State: TN Zip: 37219

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- 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

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

A. Trademark Application No.(s) See attached.

B. Trademark Registration No.(s) See attached.

Additional number(s) attached Yes No

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

Name: R. Alston Hamilton, Esq.

Internal Address: Suite 1200

Street Address: 150 4th Ave. North

City: Nashville State: TN Zip: 37219

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:

16-0752

DO NOT USE THIS SPACE

9. Signature.

James A. Lara, Esq.
Name of Person Signing

J. Adair
Signature

June 25, 2004
Date

Total number of pages including cover sheet, attachments, and document: 14

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

CH \$140.00 160752 78355387

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 24, 2004, is made by and among FIVE STAR FOOD SERVICE, INC., a Delaware corporation ("Borrower"), HARBINGER MEZZANINE PARTNERS, L.P., a Delaware limited partnership ("HMP"), MORGAN KEEGAN MEZZANINE FUND, L.P., a Delaware limited partnership ("MKMF"), and CHATHAM INVESTMENT FUND II, LLC, a Delaware limited liability company ("Chatham") (HMP, MKMF and Chatham are each individually referred to herein as "Lender" and collectively as the "Lenders"), and HMP, as agent for itself and the other Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith, (as amended, extended, modified, restructured or renewed from time to time, the "Loan Agreement") by and among Borrower, Parent (as defined below), Agent and Lenders, Lenders have agreed to make a loan in the aggregate principal amount of \$11,000,000.00 (the "Loan") to the Borrower evidenced by Subordinated Secured Promissory Notes of even date herewith made and executed by Borrower payable to the order of Lenders, respectively, (together with any amendments, extensions, modifications and/or renewals thereof and/or any promissory notes given in payment thereof, the "Notes");

WHEREAS, Borrower has entered into that certain loan and security agreement of even date herewith (the "Senior Loan Agreement") by and among Borrower, Five Star Service Group, Inc., a Delaware corporation ("Parent"), the lenders signatory thereto (the "Senior Lenders") and Wells Fargo Foothill, Inc., a California corporation, as agent ("Senior Agent");

WHEREAS, Agent and Senior Agent have entered into that certain Intercreditor Agreement of even date herewith (the "Intercreditor Agreement") to establish their respective rights and priorities in the Collateral (as that term is defined in the Intercreditor Agreement) and their claims against Borrower and Parent;

WHEREAS, the Borrower owns certain Trademarks listed on Schedule A hereto;

WHEREAS, the Borrower desires to mortgage, pledge and grant to Agent, for the benefit of Lenders, a security interest in all of its right, title and interest in, to and under the Collateral (as defined herein), including, without limitation, the property listed on the attached Schedule A, together with any renewal or extension thereof, and all Proceeds thereof, to secure the payment of the Obligations;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make the Loan to the Borrower under the Loan Agreement, that Borrower execute this Agreement;

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and to induce Lenders to enter into the Loan Agreement and to induce Lenders to make the loan to the Borrower under the Loan Agreement, the Borrower hereby agrees with Lender, as follows:

1. **Defined Terms.** Unless otherwise defined herein, capitalized terms which are defined in the Loan Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

"Agreement" means this Trademark Security Agreement, as amended, supplemented or otherwise modified from time to time.

"Collateral" has the meaning assigned to it in Section 2 of this Agreement.

"Obligations" has the meaning ascribed to it in the Loan Agreement.

"Proceeds" means "proceeds," as such term is defined in Section 9-306(l) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to the Borrower, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to the Borrower from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any person acting under color of governmental authority), (c) all judgments in favor of the Borrower in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

"UCC" means the Uniform Commercial Code as from time to time in effect in the State of Tennessee.

2. **Grant of Security Interest.** To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Borrower hereby grants to Agent, for the benefit of the Lenders, a security interest, in, as and by way of a mortgage and security interest having priority over all other security interests other than those of the Senior Lenders, with power of sale to the extent permitted by applicable law and the Intercreditor Agreement, all of the Borrower's now owned or existing and hereafter acquired or arising: (a) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and domain names including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and domain names, all of which are listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Borrower's business symbolized by the foregoing and connected therewith, (v) all general intangibles (as defined in the Code) related to or arising out of any of the foregoing, and (vi) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and domain names, together with the items described in clauses (i)-(vi) in this paragraph 2(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (b) the goodwill of the Borrower's business connected with and symbolized by the Trademarks.

3. Representations and Warranties Concerning Trademarks. Borrower represents and warrants that Schedule A hereto includes all of Borrower's registered Trademarks and Trademark Licenses owned by Borrower in its own name or as to which Borrower has any colorable claim of ownership. To the best of Borrower's knowledge, each Trademark is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set forth in Schedule A, none of the Trademarks is the subject of any licensing or franchise agreement. All licenses of the Trademarks are in force and, to the best knowledge of the Borrower, not in default. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any Trademark. No action or proceeding is pending (i) seeking to limit, cancel or question the validity of any Trademark or the Borrower's ownership thereof or (ii) which, if adversely determined, would reasonably be likely to have a material adverse effect on the value of any Trademark.

4. Covenants. Borrower covenants and agrees with Lender that, from and after the date of this Agreement, until the Obligations are paid in full and subject to the terms of the Intercreditor Agreement:

(a) Further Documentation. From time to time, upon the written request of Agent, and at the sole expense of Borrower, the Borrower will promptly and duly execute and deliver such further instruments and documents and take such further action as Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the liens created hereby. Borrower also hereby authorizes Agent to file any such financing or continuation statement without the signature of Borrower to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(b) Limitation on Lien on Collateral. Borrower will not create, incur or permit to exist, will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove, any lien or claim on or to the Collateral, other than the liens created hereby, and other than as permitted pursuant to the Loan Agreement or the Senior Loan Agreement, and will take all commercially reasonable actions to defend the right, title and interest of Agent and Lenders in and to any of the Collateral against the claims and demands of all persons whomsoever.

(c) Limitations on Dispositions of Collateral. Borrower will not sell, transfer or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so except as permitted in the Loan Agreement and the Senior Loan Agreement.

(d) Notices. Borrower will advise Agent promptly, in reasonable detail, at its address set forth in the Loan Agreement, (i) of any lien (other than liens created hereby or permitted under the Loan Agreement or the Senior Loan Agreement) on, or claim asserted against, Trademarks or Patents and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the liens created hereunder.

(e) Trademarks. Borrower covenants that so long as this Agreement shall be in effect, the Borrower shall:

(i) Comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Trademarks and give such notice of trademark, prosecute such claims, and do all other acts and take all other measures which, in the Borrower's reasonable business judgment, may be necessary or desirable to preserve, protect and maintain such Trademarks and all of the Borrower's rights therein, including diligently prosecute any material trademark application pending as of the date of this Agreement or thereafter;

(ii) Comply with each of the terms and provisions of this Agreement, the Loan Agreement, and the other Loan Documents, and not enter into any agreement (for example, a license agreement) which is inconsistent with the obligations of the Borrower under this Agreement without Agent's prior written consent; and

(iii) Not permit the inclusion in any contract to which the Borrower becomes a party of any provision that could or might impair or prevent the creation of security interests in favor of Agent, for the benefit of the Lenders, in the Borrower's rights and interest in the Trademarks, and the Borrower will promptly give Agent written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which the Borrower is a licensee.

5. Agent's Appointment as Attorney-in-Fact.

(a) Powers. Borrower hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Borrower and in the name of the Borrower or in its own name, from time to time after the occurrence, and during the continuation of, an Event of Default, for the purpose of carrying out the terms of this Agreement, subject to the terms of the Intercreditor Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, the Borrower hereby gives Agent the power and right, on behalf of the Borrower without notice to or assent by the Borrower, to do the following, subject to the terms of the Intercreditor Agreement:

(i) at any time when any Event of Default shall have occurred and is continuing, in the name of the Borrower or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Agent for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable;

(ii) to pay or discharge taxes and liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or part of the premiums therefor and the costs thereof; and

(iii) (a) to direct any party liable for any payment under any of the Collateral to make payment of any and all monies due or to become due thereunder directly to Agent or as Agent shall direct, (b) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (c) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (d) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral, (e) to defend any suit, action or proceeding brought against the Borrower with respect to any Collateral, (f) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as Agent may deem appropriate, (g) to assign any Trademark (along with goodwill of the business to which such Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as Agent shall in its sole discretion determine, and (h) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option and the Borrower's expense, at any time, or from time to time, all acts and things which Agent deems necessary to protect, preserve or realize upon the Collateral and the liens of Agent thereon and to effect the intent of this Agreement, all as fully and effectively as the Borrower might do.

Borrower hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Other Powers. Borrower also authorizes Agent, at any time and from time to time, to execute, in connection with the sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral, subject to the terms of the Intercreditor Agreement.

(c) No Duty on the Part of Agent or Lenders. The powers conferred on Agent hereunder are solely to protect the interests of Lenders in the Collateral and shall not impose any duty upon Agent or Lenders to exercise any such powers. Agent and Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their partners, officers, directors, employees or agents shall be responsible to the Borrower for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or failure to comply with mandatory provisions of applicable law.

6. Performance by Lender of Borrower's Obligations. If Borrower fails to perform or comply with any of its agreements contained herein and Agent, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Agent incurred in connection with such performance or compliance, together with interest thereon at the highest default rate provided in the Notes, shall be payable by the Borrower to Agent on demand and shall constitute Obligations secured hereby.

7. Proceeds. Subject to the terms of the Intercreditor Agreement, it is agreed that if an Event of Default shall occur and be continuing (a) all Proceeds received by Borrower consisting of cash, checks and other cash equivalents shall be held by the Borrower in trust for Lenders, segregated from other funds of the Borrower, and shall, forthwith upon receipt by the Borrower, be turned over to Agent in the exact form received by Borrower (duly endorsed by Borrower to Agent or Lenders, if required), and (b) any and all such Proceeds received by Agent or any Lender (whether from Borrower or otherwise) shall promptly be applied by Agent as follows, subject only to the rights of the Senior Lender in such proceeds:

First: To the payment of all costs and expenses incurred by Agent and Lenders in connection with any such sale, including, but not limited to, all court costs and the reasonable fees and expenses of counsel for Agent and Lenders in connection therewith, and

Second: To the payment in full of the Obligations, first to accrued interest and thereafter to the unpaid principal amount thereof, to the extent not previously paid by Borrower, and

Third: The excess, if any, shall be paid to Parent or any other person lawfully thereunto entitled.

No application of the payments will cure any Event of Default or prevent acceleration, or continued acceleration, of amounts payable under the Loan Documents or prevent the exercise, or continued exercise, of rights or remedies of the Lenders hereunder or under applicable law. To the extent that any Lender receives any payment in excess of that which it is entitled to receive hereunder, it shall promptly repay such amount to Agent to be distributed to the party or parties entitled thereto.

8. Remedies. If an Event of Default shall occur and be continuing, Agent, may exercise, in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Agent without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon Borrower or any other person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or, contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any office of Agent or Lender or elsewhere upon such terms and conditions as it may deem

advisable and at such prices as it may deem best, for cash or on credit or on future delivery without assumption of any credit risk. Agent shall have the right upon any such public sale or sales, and, to the extent permitted by law, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Borrower, which right or equity is hereby waived or released. Borrower further agrees, at Agent's request, to assemble the Collateral and make it available to Agent at places which Agent shall reasonably select, whether at the Borrower's premises or elsewhere. Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of Agent or Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as Agent may elect, and only after such application and after the payment by Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(l)(c) of the UCC, need Agent account for the surplus, if any, to the Borrower. To the extent permitted by applicable law, Borrower waives all claims, damages and demands it may acquire against Agent or Lenders arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition. Borrower shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by Agent or Lenders to collect such deficiency. Notwithstanding anything herein to the contrary, all remedies of Agent hereunder shall be subject to the terms of the Intercreditor Agreement.

9. **Limitation on Duties Regarding Preservation of Collateral.** Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Agent would deal with similar property for its own account. Neither Agent, Lenders nor any of their partners, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Borrower or otherwise.

10. **Powers Coupled with an Interest.** All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11. **Termination.** This Agreement shall remain in full force and effect until all of the Obligations shall have been indefeasibly paid in full (other than contingent liabilities and indemnification obligations that, by the terms of the Loan Documents, survive termination of the Loan Documents), and Lenders shall not be under any obligation to make any additional loan or extend any additional credit or financial accommodations to Borrower.

12. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. **Paragraph Headings.** The paragraph headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

14. **No Waiver, Cumulative Remedies.** Neither Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise, be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Agent or any Lender of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy which Agent or any Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

15. **Waivers and Amendments; Successors and Assigns.** None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Borrower, Lenders and Agent. This Agreement shall be binding upon the successors and assigns of the Borrower and shall inure to the benefit of Agent and Lenders and their respective successors and assigns.

16. **Notices.** All notices, requests and demands to or upon the Borrower, Lenders or Agent to be effective shall be in writing or by telecopy or telex and unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand, or, in the case of mail, three days after deposit in the postal system, first class postage prepaid, or, in the case of telecopy notice, confirmation of receipt received, or, in the case of telex notice, when sent, answerback received, addressed to a party at the address provided for such party in the Loan Agreement.

17. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Tennessee applicable to contracts to be wholly performed in such State.

18. **Revival and Reinstatement of Obligations.** If the incurrence or payment of the Obligations by Borrower or the transfer by Borrower to Agent of any property of Borrower should for any reason subsequently be declared to be void or voidable under any state or federal law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent conveyances, preferences, and other voidable or recoverable payments of money or transfers of property (collectively, a "Voidable Transfer") or, if claim is ever made upon any Lender for repayment or recovery of any amount received by such Lender in payment or on account of any of the Obligations, and if such Lender repays all or part of said amount by reason of: (i) any judgment, decree or order of any court or administrative body having jurisdiction over such Lender or any of its property; or (ii) any settlement or compromise of any such claim effected by such Lender with any such claimant (including without limitation Borrower or a trustee, conservator or receiver for Borrower, and including Senior Lender), (a "Voidable

Payment"), and if Agent repays or restores, in whole or in part, any such Voidable Transfer or Voidable Payment, or elects to do so upon the reasonable advice of its counsel, then, as to any such Voidable Transfer or Voidable Payment, or the amount thereof that Agent is required or elects to repay or restore, and as to all reasonable costs, expenses, and attorneys' fees of Agent related thereto, the liability of Borrower automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer or Voidable Payment had never been made.

[signatures appear on the following pages]

SCHEDULE 1

Trademarks

Trademarks:

- 1. MODERATION & Design registered in United States Patent and Trademark Office under Reg. No. 2,617,423.
- 2. MODERATION registered in United States Patent and Trademark Office under Reg. No. 2,584,841.
- 3. FIVE STAR FOOD SERVICE, registered in United States Patent and Trademark Office under Reg. No. 2,768,626.
- 4. FIVE STAR EXPRESS, registered in United States Patent and Trademark Office under Reg. No. 2,502,432.
- 5. SOHO SUBS, trademark application Serial No. 78/355,387, filed January 22, 2004 in United States Patent & Trademark Office.

Domain Names:

- 1. 4FIVESTAR.COM
- 2. FIVESTAR-CORP.COM
- 3. 5STAR-FOOD.COM
- 4. FIVESTAR-FOOD.ORG
- 5. FIVESTAR-FOOD.NET
- 6. FIVESTAR-CORP.ORG
- 7. FIVESTAR-CORP.NET
- 8. 4FIVESTAR.ORG
- 9. 5STAR-FOOD.ORG
- 10. 5STAR-FOOD.NET
- 11. 4FIVESTAR.NET
- 12. FIVESTAR-FOOD.COM

Tradenames:

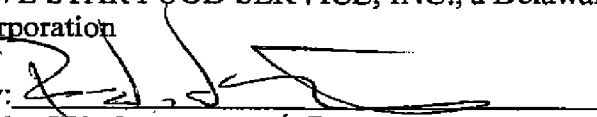
None

[signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark and Patent Agreement to be duly executed and delivered as of the date first above written.


BORROWER:

FIVE STAR FOOD SERVICE, INC., a Delaware corporation

By: 
Title: CFO Secretary / Treasure

PARENT:

FIVE STAR SERVICE GROUP, INC., a Delaware corporation

By: 
Title: CFO Secretary / Treasure

[signature page to Trademark Security Agreement]

AGENT:

**HARBINGER MEZZANINE PARTNERS, L.P., a
Delaware limited partnership**

**By: Harbinger Mezzanine Group, LLC,
its General Partner**

**By: Harbinger Mezzanine Manager, Inc.,
its Manager**

By: 
Title: Vice President

LENDERS:

**HARBINGER MEZZANINE PARTNERS, L.P., a
Delaware limited partnership**

**By: Harbinger Mezzanine Group, LLC,
its General Partner**

**By: Harbinger Mezzanine Manager, Inc.,
its Manager**

By: 
Title: Vice President

**MORGAN KEEGAN MEZZANINE PARTNERS,
L.P., a Delaware limited partnership**

**By: MK Mezzanine Management, LLC,
its General Partner**

By: _____
Title: _____

[signature page to Trademark Security Agreement]

AGENT:

**HARBINGER MEZZANINE PARTNERS, L.P., a
Delaware limited partnership**

**By: Harbinger Mezzanine Group, LLC,
its General Partner**

**By: Harbinger Mezzanine Manager, Inc.,
its Manager**

By: _____
Title: _____

LENDERS:

**HARBINGER MEZZANINE PARTNERS, L.P., a
Delaware limited partnership**

**By: Harbinger Mezzanine Group, LLC,
its General Partner**

**By: Harbinger Mezzanine Manager, Inc.,
its Manager**

By: _____
Title: _____

**MORGAN KEEGAN MEZZANINE PARTNERS,
L.P., a Delaware limited partnership**

**By: MK Mezzanine Management, LLC,
its General Partner**

By: William Lutz
Title: Manager

JUN 23 2004 (WED) 10:41

PAGE 3

[signature page to Trademark Security Agreement]

**CHATHAM INVESTMENT FUND II, LLC, a
Delaware limited liability company**

**By: CHATHAM CAPITAL MANAGEMENT II,
LLC, its Manager**

By: *N. A. Anarinto*
Title: PARTNER