

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The CBORD Group, Inc.		07/01/2004	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Antares Capital Corporation, as Agent
Street Address:	311 South Wacker Drive, Suite 4400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	76551561	NETMENU
Serial Number:	76547401	ACCUMENU
Registration Number:	1720015	GERIMENU
Registration Number:	2536421	EVENTMASTER
Registration Number:	2499240	NUTRITION SERVICE SUITE
Registration Number:	2523669	FOODSERVICE SUITE
Registration Number:	2727552	NETRECIPE
Registration Number:	2543487	NETNUTRITION
Registration Number:	2717729	CBORD ICE
Registration Number:	2543468	NETCATERING
Registration Number:	2261006	CBORD
Registration Number:	1740944	MENU MANAGEMENT SYSTEM
Registration Number:	2739063	WEBFOOD

## CORRESPONDENCE DATA

900010139

TRADEMARK  
REEL: 002890 FRAME: 0225

OP \$340.00 76551561

Fax Number: (312)863-7809

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: ian.hathaway@goldbergkohn.com

Correspondent Name: Ian Hathaway

Address Line 1: 55 East Monroe Street, Suite 3700

Address Line 2: Goldberg, Kohn, et al.

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

3972.034

NAME OF SUBMITTER:

Ian Hathaway

Total Attachments: 9

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**PATENT, TRADEMARK AND COPYRIGHT  
SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made as of the 1<sup>st</sup> day of July, 2004 by and between CBORD Acquisition Corp., a Delaware corporation (to be known as The CBORD Group, Inc. following the merger of The CBORD Group, Inc., a New York corporation with and into CBORD Acquisition Corp.) ("Borrower"), and Antares Capital Corporation, a Delaware corporation, as agent ("Agent") for its own benefit and the benefit of the Lenders party to the Credit Agreement described below.

W I T N E S S E T H

WHEREAS, pursuant to a certain Credit Agreement of even date herewith by and among Borrower, Agent and the Lenders party thereto (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to Borrower;

WHEREAS, a certain Security Agreement of even date herewith among Agent, Borrower and CBORD Holding Corp., a Delaware corporation (the "Security Agreement") grants to Agent, for its own benefit and the benefit of the Lenders, among other things, a continuing security interest in certain of Borrower's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Agent, for its own benefit and on behalf of the Lenders, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or

payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Patents");

(b) any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Copyrights");

(c) any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed in Schedule C attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks"); and

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Agreement, Borrower hereby assigns, transfers and conveys, effective upon the occurrence of any Event of Default, to Agent, for its own benefit and on behalf of the Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Agent to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Borrower or any other Person by Agent (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks listed on Schedules A, B and C, respectively, constitute all of the federally registered patents, copyrights and trademarks, and all of the federal applications therefor owned by Borrower

after giving effect to the Related Transactions. Borrower shall provide Agent on an annual basis with a list of all patents, copyrights and trademarks issued or applied for by Borrower subsequent to the issuance of the previous list, which patents, copyrights and trademarks, if any, shall be subject to the terms and conditions of the Security Agreement and this Agreement.

4. Effect on Credit Agreement; Cumulative Remedies. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Lenders under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and the Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, NEITHER AGENT NOR ANY LENDER SHALL HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT BORROWER SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CBORD ACQUISITION CORP., a Delaware corporation (to be known as The CBORD Group, Inc. following the merger by The CBORD Group, Inc., a New York corporation, with and into CBORD Acquisition Corp.)

By  \_\_\_\_\_

Its President & CEO \_\_\_\_\_

Accepted and Agreed to:

ANTARES CAPITAL CORPORATION,  
as Agent

By \_\_\_\_\_  
Its \_\_\_\_\_


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CBORD ACQUISITION CORP., a Delaware corporation (to be known as The CBORD Group, Inc. following the merger by The CBORD Group, Inc., a New York corporation, with and into CBORD Acquisition Corp.)

By \_\_\_\_\_  
Its \_\_\_\_\_

Accepted and Agreed to:

ANTARES CAPITAL CORPORATION,  
as Agent

By   
Its Director

**SCHEDULE A**

**PATENTS**

None



**SCHEDULE B****COPYRIGHT REGISTRATIONS**

<b>TITLE OF WORK</b>	<b>OWNER INFORMATION</b>	<b>REG. NUMBER</b>
Catering management system : reference manual	The CBORD Group, Inc.	TX 3-266-454
CBORD professional diet analyzer	The CBORD Group, Inc.	TX 2-324-868
CBORD's ProCuisine nutrition master	The CBORD Group, Inc.	TX 3-600-302
Customer forecasting system	The CBORD Group, Inc.	TX 3-160-463
Diet office system	The CBORD Group, Inc.	TX 3-053-268
Diet office system	The CBORD Group, Inc.	TX 3-436-650
Diet office system	The CBORD Group, Inc.	TX 2-694-932
Inventory management system (integrated version : reference manual	The CBORD Group, Inc.	TX 3-266-455
Menu development system	The CBORD Group, Inc.	TX 3-242-103
Menu management system : user's manual 1-2	The CBORD Group, Inc.	TX 2-009-126
Menu management system	The CBORD Group, Inc.	TX 2-907-535
Professional diet analyzer	The CBORD Group, Inc.	TX 3-076-409
The CBORD Group, Inc., menu management : point of sale (POS) interface documentation SWEDA model L58	The CBORD Group, Inc.	TX 2-486-763
Bedside menu entry system, version 1.3.1	The CBORD Group, Inc.	TX 4-578-909
CBORD Sentry reference manual	The CBORD Group, Inc.	TX 3-514-883
Computer assisted production system : version 6.0	The CBORD Group, Inc.	TX 3-820-238
Computer-assisted productions system : CAPS : version 6.23	The CBORD Group, Inc.	TX 4-532-664
Conference and guest management system v1.1 : CGMS user's guide	The CBORD Group, Inc.	TX 4-876-370
Diet Office Management System : version 4	The CBORD Group, Inc.	TX 4-330-213
Foodservice Manager System : version 1, Build 277	The CBORD Group, Inc.	TX 4-709-718
Foodservice manager system (version 1.4.030)	The CBORD Group, Inc.	TX 5-006-591
Foodservice manager system	The CBORD Group, Inc.	TX 5-535-380
Handheld inventory management : version 1/0	The CBORD Group, Inc.	TX 4-614-413
Menu management system	The CBORD Group, Inc.	TX 4-354-926
QS ADT and Diet orders interface : version 4.1.29	The CBORD Group, Inc.	TX 4-013-551

Reference manual for the Foodservice manager system version 1.3. Build 712F	The CBORD Group, Inc.	TX 4-953-440
The CBORD dynamic ADT interface user's guide	The CBORD Group, Inc.	TX 3-529-028
GeriMenu : version 8.0	The CBORD Group, Inc.	TX 5-619-576
Access Control System (version 4.0)	The CBORD Group, Inc.	TX 2-456-009
Foodservice Suite version 4.1.031	The CBORD Group, Inc.	TX 5-959-168
GeriMenu. PRG DOS version 7.25	Roy C. Wainwright	TX 4-967-895
GeriMenu. PRG Windows version 7.371	Roy C. Wainwright	TX 4-916-759
GeriMenu no version listed	Roy C. Wainwright	TX 2-473-944

**SCHEDULE C****TRADEMARK REGISTRATIONS**

NETMENU	10/16/03	PENDING – INITIALIZED	76-551561	N/A	N/A
ACCUMENU	09/29/03	PENDING – PASSED BY EXAMINER	76-547401	N/A	N/A
GERIMENU	12/16/91	RENEWED	74-230870	1,720,015	09/29/92
EVENTMASTER	06/11/01	REGISTERED	76-269296	2,536,421	02/05/02
NUTRITION SERVICE SUITE	06/05/00	REGISTERED	76-062794	2,499,240	10/16/01
FOODSERVICE SUITE	06/05/00	REGISTERED	76-063582	2,523,669	12/25/01
NETRECIPE	03/15/00	REGISTERED	76-000162	2,727,552	06/17/03
NETNUTRITION	02/16/00	REGISTERED	75-921526	2,543,487	02/26/02
CBORD ICE	02/04/00	REGISTERED	75-908821	2,717,729	05/20/03
NETCATERING	01/27/00	REGISTERED	75-903914	2,543,468	02/26/02
CBORD	05/26/98	REGISTERED	75-491075	2,261,006	07/13/99
MENU MANAGEMENT SYSTEM	02/06/91	RENEWED	74-136924	1,740,944	12/22/92
WEBFOOD	10/18/01	REGISTERED	78-089026	2,739,063	07/15/03