


07/15/2004
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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$		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): <u>Food Service Holdings, Inc.</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-States <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>QualServ Corporation</u> Internal Address: _____ Address: _____ Street Address: <u>1222 Ozark Road</u> City: <u>N. Kansas City</u> State: <u>MO</u> Zip: <u>64116</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>South Carolina</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>07/08/2004</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____ Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			B. Trademark Registration No.(s) _____ <u>2,809,140</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Burkhart R. Lindahl</u> Internal Address: <u>JONES DAY</u> <u>North Point</u> Street Address: <u>901 Lakeside Avenue</u> City: <u>Cleveland</u> State: <u>OH</u> Zip: <u>44114</u>			6. Total number of applications and registrations involved: 1		
			7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: <u>50-1432 (Internal Ref. No. 560255-115011)</u>		
DO NOT USE THIS SPACE					
9. Signature. <div style="display: flex; justify-content: space-between;"> <div> James R. MIX Name of Person Signing </div> <div style="text-align: center;">  Signature </div> <div> July 15, 2004 Date </div> </div> <div style="text-align: center; margin-top: 5px;"> 6 </div>					

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

CH \$40.00 501432 2809140

TRADEMARK ASSIGNMENT AND ASSUMPTION

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION (this "*Assignment*") dated as of July 8, 2004 (the "*Effective Date*"), is made by and between Food Service Holdings, Inc., a Delaware corporation ("*Assignor*"), and QualServ Corporation, a South Carolina corporation ("*Assignee*").

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademark registration and applications for registration of the trademark identified and set forth on Schedule A (the "*Trademark*") and the goodwill associated therewith; and

WHEREAS, Assignor desires to assign the Trademark and its associated goodwill, and Assignee desires to accept such assignment;

NOW, THEREFORE, for the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business in connection with which the Trademark is used, and all registrations and applications therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or 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 income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademark, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademark, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering the Trademark; (2) prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Trademark, including, without limitation, testifying as to any facts relating to the Trademark assigned herein and this Assignment; (3)

obtaining any additional trademark protection for the Trademark that Assignee reasonably may deem appropriate that may be secured under the applicable laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation or perfection of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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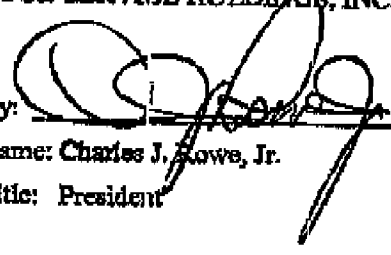
JUL-15-2004 THU 10:20 AM FSSI QUALSERV

FAX NO. 8037768164

P. 04

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

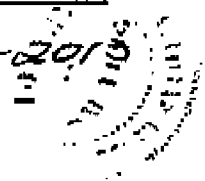
FOOD SERVICE HOLDINGS, INC.

By: 
Name: Charles J. Lowe, Jr.
Title: President

STATE OF S.C.)
COUNTY OF Laurens) SS:

On this 15th day of July, 2004, personally appeared before me Kimberly G. [Signature] known to me to be an authorized representative of FOOD SERVICE HOLDINGS, INC, who acknowledged that this instrument was signed as a free act on behalf of FOOD SERVICE HOLDINGS, INC.


Mary K. Williams
Notary Public:
My commission expires: 11-25-2013

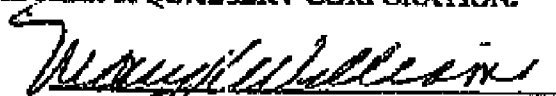


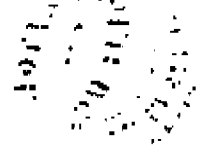
QUALSERV CORPORATION

By: 
Name: Charles J. Rowe, Jr.
Title: President

STATE OF SC
COUNTY OF Laurens) SS:

On this 15th day of July, 2004, personally appeared before me  known to me to be an authorized representative of QUALSERV CORPORATION, who acknowledged that this instrument was signed as a free act on behalf of QUALSERV CORPORATION.


Notary Public:
My commission expires: 11-25-2013



SCHEDULE A**TRADEMARK**

TRADEMARK	REG. NO.	REG. DATE	SERIAL NO.	APPL. DATE
QUALSERV	2,809,140	1/27/2004	76/356397	1/8/2002