

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
Royal Vendors, Inc.		10/08/2004	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Also Known As:	FKA/Firststar Bank, N.A.
Street Address:	7th & Washington
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2757246	ECONO COOL
Registration Number:	2882321	ECONO-COOL
Registration Number:	2875321	ENVIRO COOL
Registration Number:	2250272	ROYAL VENDORS
Registration Number:	2882322	ECO COOL
Registration Number:	2178409	ROYAL VENDORS
Serial Number:	76520865	ROYAL VISION COOLER
Serial Number:	76520864	ROYAL VISION
Serial Number:	76520882	ROYAL VISION VENDER

CORRESPONDENCE DATA

Fax Number: (314)552-7000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 314-552-6000
 Email: ipdocket@thompsoncoburn.com
 Correspondent Name: Clyde L. Smith

CH \$240.00 2757246

Address Line 1: One US Bank Plaza
Address Line 4: St. Louis, MISSOURI 63129

ATTORNEY DOCKET NUMBER: 299-89813

NAME OF SUBMITTER: Clyde L. Smith

Total Attachments: 9
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**FIRST AMENDMENT TO
PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Amendment") is made and entered into as of the 8th day of October, 2004, by and between ROYAL VENDORS, INC., a Missouri corporation ("Borrower"), and U.S. BANK NATIONAL ASSOCIATION (which was formerly known as Firststar Bank, N.A., which is the successor by merger to Firststar Bank Missouri, National Association, which was formerly known as Mercantile Bank National Association), as agent (in such capacity, the "Agent") for the bank(s) (collectively, the "Bank(s)") from time to time party to that certain that certain Amended and Restated Revolving Credit Agreement dated as of October 8, 2004, by and among Borrower, the Bank(s) party thereto and the Agent, as the same may from time to time be amended, modified, extended, renewed or restated.

WITNESSETH:

WHEREAS, Borrower has heretofore executed and delivered to the Agent that certain Patent, Trademark and License Security Agreement dated as of December 17, 1997 (the "Security Agreement"; all capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Security Agreement as amended by this Amendment); and

WHEREAS, Borrower and the Agent desire to amend the Security Agreement in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and the Agent hereby agree as follows:

1. All references in the Security Agreement to Mercantile Bank National Association, Firststar Bank Missouri, National Association and/or Firststar Bank, N.A. and any other references of similar import shall henceforth mean U.S. Bank National Association (which was formerly known as Firststar Bank, N.A., which is the successor by merger to Firststar Bank Missouri, National Association, which was formerly known as Mercantile Bank National Association). All references in the Security Agreement to "the Agent" and any other references of similar import shall henceforth mean U.S. Bank National Association (which was formerly known as Firststar Bank, N.A., which is the successor by merger to Firststar Bank Missouri, National Association, which was formerly known as Mercantile Bank National Association), as agent for the Bank(s) from time to time party to that certain that certain Amended and Restated Revolving Credit Agreement dated as of October 8, 2004, by and among Borrower, the Bank(s) from time to time party thereto and U.S. Bank National Association (which was formerly known as Firststar Bank, N.A., which is the successor by merger to Firststar Bank Missouri, National Association, which was formerly known as Mercantile Bank National Association), as agent for the Bank(s), as the same may from time to time be amended, modified, extended, renewed or restated. All references in the Security Agreement to the address and/or telecopy number for the Agent are hereby changed to 721 Locust Street, First Floor, Bank Lobby, St. Louis, Missouri 63101, Attention: St. Louis Group, Telecopy No. (314) 418-8090.

2. All references in the Security Agreement to the "Revolving Credit Agreement" and any other references of similar import shall henceforth mean that certain that certain Amended and Restated Revolving Credit Agreement dated as of October 8, 2004, by and among Borrower, the Bank(s) from time to time party thereto and U.S. Bank National Association (which was formerly known as Firststar Bank, N.A., which is the successor by merger to Firststar Bank Missouri, National Association, which was formerly known as Mercantile Bank National Association), as agent for the Bank(s), as the same may from time to time be amended, modified, extended, renewed or restated.

3. The first sentence of Section 8 of the Security Agreement is hereby deleted in its

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entirety and the following substituted in lieu thereof:

"If any Event of Default shall have occurred and be continuing, the Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Licenses may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Borrower associated therewith) or Licenses, or any interest which Borrower may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in such order and manner as the Required Lenders, in their discretion, shall elect."

4. Section 10 of the Security Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

"10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Borrower on demand by the Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Two Percent (2%) over and above the Prime Rate (which interest rate shall fluctuate as and when the Prime Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by Borrower."

5. The Schedules A, B, C, D and E attached to the Security Agreement are hereby deleted in their entirety and the Schedules A, B, C, D and E attached to this Amendment are hereby substituted in lieu thereof.

6. Borrower hereby agrees to reimburse the Agent upon demand for all out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by the Agent in the preparation, negotiation and execution of this Amendment. All of the obligations of Borrower under this paragraph shall survive the payment of the Secured Obligations and the termination of the Security Agreement.

7. All references in the Security Agreement to "this Agreement" and any other references of similar import shall henceforth mean the Security Agreement as amended by this Amendment.

8. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Security Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

9. This Amendment shall be binding upon and inure to the benefit of Borrower and the Agent and their respective successors and assigns, except that Borrower may not assign, transfer or delegate any of its rights or obligations under the Security Agreement as amended by this Amendment.

10. Borrower hereby represents and warrants to the Agent that:

(a) the execution, delivery and performance by Borrower of this Amendment are within the corporate powers of Borrower, have been duly authorized by all necessary corporate action and require no action by or in respect of, consent of or filing or recording with, any governmental or regulatory body, instrumentality, authority, agency or official or any other Person;

(b) the execution, delivery and performance by Borrower of this Amendment do not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under or result in any violation of, the terms of the Articles of Incorporation or By-Laws of Borrower, any applicable law, rule, regulation, order, writ, judgment or decree of any court or governmental or regulatory body, instrumentality, authority, agency or official or any agreement, document or instrument to which Borrower is a party or by which Borrower or any of its Property is bound or to which Borrower or any of its Property is subject;

(c) this Amendment has been duly executed and delivered by Borrower and constitutes the legal, valid and binding obligation of Borrower enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(d) all of the representations and warranties made by Borrower in the Security Agreement are true and correct in all material respects on and as of the date of this Amendment as if made on and as of the date of this Amendment; and

(e) as of the date of this Amendment, no default or event of default under or within the meaning of the Security Agreement has occurred and is continuing.

11. In the event of any inconsistency or conflict between this Amendment and the Security Agreement, the terms, provisions and conditions contained in this Amendment shall govern and control.

12. This Amendment shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, Borrower and the Agent have executed this First Amendment to Patent, Trademark and License Security Agreement as of the 8th day of October, 2004.

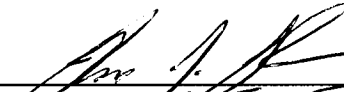
ROYAL VENDORS, INC

By 

Name: STEVEN A DAVIS


Title: ASS'T SECRETARY

U.S. BANK NATIONAL ASSOCIATION, as Agent

By 
Name: THOMAS S. SHERMAN
Title: VICE PRESIDENT

Consented to as of the 8th day of October, 2004.

U.S. BANK NATIONAL ASSOCIATION

By 
Name: THOMAS S. SHERMAN
Title: VICE PRESIDENT

SCHEDULE A

United States Patents

<u>Title</u>	<u>Patent Number</u>	<u>Date Issued</u>
Adjustable Vending Mechanism	5,713,490	2/3/98
Electronic Refrigeration Control System	6,223,817	5/1/01
Electronic Refrigeration Control System	6,427,772	8/6/02
Tamper-Resistant Vending Machine	5,601,177	2/11/97
Tamper-Resistant Vending Machine	5,791,450	8/11/98
Tamper-Resistant Vending Machine	6,125,989	10/3/00
Tamper-Resistant Vending Machine	6,213,276	4/10/01
Tamper-Resistant Vending Machine	6,571,931	6/3/03
Vending Apparatus with Intelligent Dispensation Control	5,111,962	5/12/92
Vending Machine with Quick-Release Door	6,371,581	4/16/02
Anti-Theft Latch Mechanism Especially Suitable for Vending Machines	5,193,862	3/16/93
Adjustable Retainer System for Vending Machine Storage Compartments	5,529,207	6/25/96
Jacket for a Coin Changer	D 344,410	2/22/94

SCHEDULE B

United States Patent Applications

<u>Title</u>	<u>Application Serial Number</u>	<u>Date Filed</u>
Frozen Product Vending Machine	10/175,061	6/20/02
Clear Door Vending Machine	10/670,776	9/26/03
Quick Disconnect Harness for Vending Machine	60/476,490	6/6/03
Quick Disconnect Harness for Vending Machine	10/859,142	6/3/04

SCHEDULE C

United States Trademark Registrations

<u>Mark Registered</u>	<u>Registration Number</u>	<u>Date Registered</u>
ECONO COOL (& Design)	2,757,246	8/26/03
ECONO COOL (& Design)	2,882,321	9/7/04
ENVIRO COOL (& Design)	2,875,321	8/17/04
ROYAL VENDORS (& Design)	2,250,272	6/1/99
ECO COOL (& Design)	2,882,322	9/7/04
ROYAL VENDORS (& Design)	2,178,409	8/4/98

SCHEDULE D

United States Trademark Applications

<u>Mark</u>	<u>Application Serial Number</u>	<u>Filing Date</u>
ROYAL VISION COOLER (& Design)	76/520,865	6/5/03
ROYAL VISION	76/520,864	6/5/03
ROYAL VISION VENDOR (& Design)	76/520,882	6/5/03

SCHEDULE E

LICENSES

License Agreement effective as of October 1, 1991, by and between Coin Acceptors, Inc., as licensor, and Borrower, as licensee, relating to the G-II Vendors and the technical information, inventions and other licensed products described therein, as the same may be amended, modified, extended, renewed or restated from time to time.