

07-21-2004



RE

1

102795288

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

All Seasons Services, Inc.

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

Citizenship (see guidelines) _____

Execution Date(s) July 9, 2004

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: CapitalSource Finance LLC

Internal

Address: 4445 Willard Avenue

Street Address: 12th Floor

City: Chevy Chase

State: Maryland

Country: US Zip: 20815

☐ Association Citizenship _____☐ General Partnership Citizenship _____☐ Limited Partnership Citizenship _____☐ Corporation Citizenship _____☒ Other Limited Liability Company US
Citizenship _____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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1475505 1812289 2787818

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Paul C. Jorgensen

Internal Address: Patton Boggs LLP

Street Address: 2550 M Street, N.W.

City: Washington

State: DC Zip: 20037

Phone Number: (202) 457-6530

Fax Number: (202) 457-6315

Email Address: pjorgensen@pattonboggs.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 500-709

Authorized User Name Patton Boggs L

9. Signature:

Paul C. Jorgensen

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 1

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003009 FRAME: 0684

07/21/2004 LMEILLER 00000017 500709 1475505

01 FC: 4521
02 FC: 4522

7-20-04

RECORDATION FORM – CONTINUATION SHEET

TRADEMARKS ONLY

1. Name of conveying party(ies)/Execution Date

All Seasons Holdings, Inc.

All Seasons Dining Services, Inc.

Great American Vending, Incorporated

Execution Date(s) July 9, 2004

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "**IP Security Agreement**") is made and effective as of July 9, 2004, by each of the signatories hereto listed as a "Grantor" together with any other entity that may become a party hereto pursuant to a Joinder Agreement, individually and collectively, "**Grantor**", in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company ("**Lender**"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

RECITALS

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement, dated as of the date hereof, by and among All Seasons Services, Inc., Great American Vending, Incorporated, All Seasons Holdings, Inc., and All Seasons Dining Services, Inc. and Lender (as amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), Lender has agreed, subject to the terms and conditions set forth therein, to lend to the Grantors certain amounts pursuant to a revolving credit facility ("**Loan**"); and

WHEREAS, it is a condition precedent to the obligation of Lender to execute and perform under the Loan Agreement that Grantor shall have executed and delivered this IP Security Agreement to Lender;

NOW, THEREFORE, in consideration of the willingness of Lender to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest**. To secure Grantor's prompt, punctual and faithful payment of the Loans and the performance of all and each of Grantor's obligations under the Loan Agreement, Grantor hereby grants to Lender, a continuing security interest in all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired (the "**IP Collateral**"):

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "**Copyrights**");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "**Trademarks**");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "**Domain Names**");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the IP Collateral; and

(h) Any and all products and proceeds of any of the foregoing; provided, however, that notwithstanding any other provisions set forth in this Section 1, this Agreement shall not constitute a grant of a security interest in any property to the extent that such a grant of a security interest is prohibited by, or constitutes a breach of default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document giving rise to such property, except to the extent that such term in such contract, license, agreement, instrument or other document providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Lender in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to Lender.

4. Power of Attorney. Each Grantor hereby irrevocably grants to Lender a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument that is reasonably necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Lender and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any IP Collateral in which Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Lender and without first obtaining Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document that is required in order to perfect, maintain, continue or otherwise protect the Lender's security interest in the IP Collateral, including, without limitation, executing and filing any financing statement, any continuation statement or any amendment thereto;

(c) After the occurrence and during the continuance of an Event of Default, to execute, file and pursue (in the sole discretion of Lender and without first obtaining any Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document that is required in order to perfect, maintain, continue or otherwise protect Grantor's rights in the IP Collateral, including, without limitation, executing and filing any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(d) To execute any document required to acknowledge, register or perfect the security interest of Lender in any part of the IP Collateral without the signature of Grantor unless prohibited by applicable law; and

(e) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Lender deems to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the obligations secured hereby have been unconditionally and indefeasibly paid or performed in full (other than indemnities and similar contingent obligations that are not yet due and payable) and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than indemnities and similar contingent obligations that are not yet due and payable) secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Lender (at Grantor's request and sole expense) will promptly execute and deliver to Grantor such documents as Grantor may reasonably request and as are provided to Lender to evidence such termination. Such documents may include, without limitation, that such IP Collateral is free and clear, on the date of such release, of any and all Liens arising from Lender's acts or from the acts of Lender's agents.

6. Newly Registered Copyrights, Patents and Trademarks. Each Grantor hereby agrees to provide Lender, every three (3) months, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Agreement. The rights and remedies of Grantor and Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP

Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

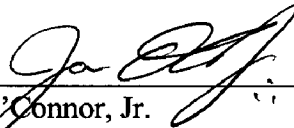
(c) This IP Security Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to its choice of law provisions.

[Remainder of Page Intentionally Blank; Signature Pages Follow]

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

GRANTORS:

**ALL SEASONS HOLDINGS, INC.
ALL SEASONS SERVICES, INC.
ALL SEASONS DINING SERVICES, INC.
GREAT AMERICAN VENDING, INCORPORATED**

By: 
James O'Connor, Jr.
Chief Executive Officer and Chief Financial Officer

LENDER:

CAPITALSOURCE FINANCE LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF MASSACHUSETTS §
§
COUNTY OF PLYMOUTH § SS

Before me, the undersigned, a Notary Public, on this 9 day of July, 2004, personally appeared James O'Connor, Jr., to me known personally, who did acknowledge that he is the Chief Executive Officer and Chief Financial Officer of each of All Seasons Holdings, Inc., All Seasons Services, Inc., All Seasons Dining Services, Inc. and Great American Vending, Incorporated, collectively as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said Chief Executive Officer and Chief Financial Officer acknowledged said instrument to be his free act and deed.

Margaret R. Roberts
Notary Public
My Commission Expires: October 21, 2005

MARGARET R. ROBERTS
Notary Public
State of Massachusetts
Commission Expires
October 21, 2005

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

GRANTORS:

**ALL SEASONS HOLDINGS, INC.
ALL SEASONS SERVICES, INC.
ALL SEASONS DINING SERVICES, INC.
GREAT AMERICAN VENDING, INCORPORATED**

By: _____
James O'Connor, Jr.
Chief Executive Officer and Chief Financial Officer

LENDER:

CAPITALSOURCE FINANCE LLC

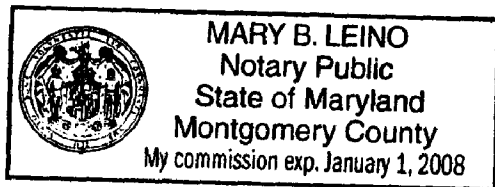
By: Shaila Lakshani
Name: Shaila Lakshani
Title: Senior Counsel

ACKNOWLEDGMENT

STATE OF Maryland §
COUNTY OF Montgomery § SS

Before me, the undersigned, a Notary Public, on this 8th day of July, 2004, personally appeared Shaula Lakhani Ohi to me known personally, who did acknowledge that he is the Senior Counsel of CapitalSource Finance LLC, and that said Intellectual Property Security Agreement was signed on behalf of CapitalSource Finance LLC, and the said _____ acknowledged said instrument to be his free act and deed.

Mary B. Leino
Notary Public
My Commission Expires: _____



SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

None.

Pending Copyright Applications

None.

SCHEDULE B

PATENT COLLATERAL

Registered Patents

None.

Pending Patent Applications

None.

SCHEDULE C**TRADEMARK COLLATERAL****Registered Trademarks**

Trademark/Service Mark	Patent and Trademark Office Reg. No.	Description	Expiration Date
All Seasons Services	1,475,505 (US)	For vending machine services and office coffee supply services, including rental and supply of related equipment and goods and cafeteria services	February 2, 2008
All Seasons Coffee Services	1,812,289 (US)	For non-dairy creamer, for coffee and sugar,	December 21, 2003
All Seasons Services, Inc.	Filed on November 3, 1999 and assigned serial number 75/838826 (US) Reg. No. 2,787,818	For non-dairy creamer, coffee and sugar, vending machine services and office coffee supply services, including rental and supply of related equipment and goods and cafeteria services	
All Seasons Services	40,127 (MA)		
All Seasons Services	June 19, 1987 (NH)		
All Seasons Services	87,619 (RI)		
All Seasons Services	981,433 (PA)		
All Seasons Services	S10,170 (NY)		
All Seasons Services	SM7,314 (NJ)		
All Seasons Services	19,870,332 (ME)		

All Seasons Services	6,845 (CT)		
USRefresh	Pending		
USREFRESH	Pending		
Great American Vending	R21,586(NY)		

SCHEDULE D

DOMAIN NAMES

allseasonsservices.com

fourallseasons.com

forallseasons.com

4allseasons.com

caffevia.com

cafevia.com

usrefresh.com

usrefresh.org

usrefresh.net