

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
Air Chef Holdings, LLC		02/14/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Spring Capital Partners, L.P.		
Street Address:	2 East Read Street		
Internal Address:	The Latrobe Building, 5th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	LIMITED PARTNERSHIP: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78431089	CATERLINK	
Registration Number:	2666346	AIR CULINAIRE... "CELEBRATING FOOD IN FLIGHT"	
Registration Number:	2637294	AIR CHEF	
CORRESPONDENCE DATA			
Fax Number:	(215)988-2757		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-988-3318		
Email:	PHTrademarks@dbr.com, cheryl.slipski@dbr.com, judy.dale@dbr.com		
Correspondent Name:	Cheryl L. Slipski		
Address Line 1:	18th and Cherry Streets		
Address Line 2:	One Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6996		
ATTORNEY DOCKET NUMBER:	204316		

OP \$90.00 78431089

NAME OF SUBMITTER:	Judy Dale
Signature:	/judy dale/
Date:	01/18/2006
Total Attachments: 2 source=caterlink#page1.tif source=Schedule A#page1.tif	

GRANT OF SECURITY INTEREST

WHEREAS, AIR CHEF HOLDINGS, LLC, a Delaware limited liability company (herein referred to as "Debtor"), owns all right, title and interest in and to the trademarks listed on the annexed Schedule A (the "Trademarks");

WHEREAS, Debtor is a party to that certain Loan and Security Agreement dated as of January 11, 2005, by and between Debtor, as Borrower, and SPRING CAPITAL PARTNERS, L.P., as Lender ("Lender") (as such agreement may be amended, supplemented, restated or otherwise modified from time to time, the "Loan and Security Agreement"); and

WHEREAS, pursuant to the Loan and Security Agreement, Debtor has granted to Lender a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof (the "Collateral"), to secure the payment, performance and observance of the "Liabilities" (as defined in the Loan and Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Liabilities.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

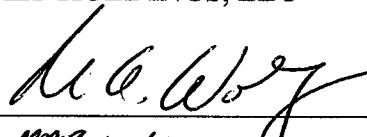
IN WITNESS WHEREOF, Debtor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the 14th day of February, 2005.

AIR CHEF HOLDINGS, LLC

By: _____

Name: _____

Title: _____


Name: MARK WOLFINGTON
Title: CFO

SCHEDULE A

Trademarks

U.S Trademark Registrations:

Registration Number	Mark	Registration Date
2666346	Air Culinaire--"Celebrating Food in Flight"	December 24, 2002
2637294	Air Chef	October 15, 2002

U.S Trademark Applications:

Mark
Caterlink