

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
e-gatematrix, llc		03/09/2006	LIMITED LIABILITY COMPANY:
Gate Safe, Inc.		03/09/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Goldman Sachs Credit Partners L.P., as First Lien Collateral Agent
<b>Street Address:</b>	85 Broad St.
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10004
<b>Entity Type:</b>	LIMITED PARTNERSHIP:

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2742889	E-GATEMATRIX
Registration Number:	2742890	E-GATEMATRIX
Registration Number:	2706317	INFLIGHT EXCHANGE (IFX)
Registration Number:	2706318	IFX
Registration Number:	2886297	GATE SAFE, INC.

**CORRESPONDENCE DATA**

**Fax Number:** (202)783-0145  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 202-783-2700  
**Email:** carey.lening@federalresearch.com  
**Correspondent Name:** CBC Companies dba Federal Research  
**Address Line 1:** 1023 Fifteenth Street, NW, Ste 401  
**Address Line 2:** attn: Carey Lening  
**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20005

CH \$140.00 2742889

ATTORNEY DOCKET NUMBER:	353872
NAME OF SUBMITTER:	Carey Lening
Signature:	/cni/
Date:	03/16/2006

Total Attachments: 8  
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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
e-gatematrix, llc  
Gate Safe, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State DE  
 Other      Limited Liability Company

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other

Execution Date: 3/9/06

2. Name and address of receiving party(ies)

Name: Goldman Sachs Credit Partners L.P., as First Lien Collateral Agent

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 85 Broad Street

City: New York      State: NY      Zip: 10004

- Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

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)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

PLEASE SEE SCHEDULE I TO THE ATTACHED

B. Trademark Registration No.(s)

PLEASE SEE SCHEDULE I TO THE ATTACHED

Additional number(s) attached  Yes  No

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

Name: Carey Lening

Internal Address: Federal Research Corporation

Street Address: 1023 15th Street, NW

Suite 401

City Washington      State: DC      Zip: 20005

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

- Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Maya Wolfson

Name of Person Signing

  
Signature

3/15/06

Date

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

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

TRADEMARK SECURITY AGREEMENT

dated as of

March 9, 2006,

among

E-GATEMATRIX, LLC,

GATE SAFE, INC.

and

GOLDMAN SACHS CREDIT PARTNERS L.P.

as First Lien Collateral Agent

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TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) dated as of March 9, 2006, between E-GATEMATRIX, LLC, a Delaware limited liability company (“*e-gatematrix*”), GATE SAFE, INC., a Delaware corporation (“*Gate Safe*” and, together with *e-gatematrix*, the “*Grantors*”) and GOLDMAN SACHS CREDIT PARTNERS L.P., as First Lien Collateral Agent (the “*First Lien Collateral Agent*”).

Reference is made to (a) the First Lien Credit and Guarantee Agreement dated as of March 9, 2006 (as amended, supplemented or otherwise modified from time to time, the “*First Lien Credit Agreement*”), among Gate Gourmet Borrower LLC, a Delaware limited liability company (“*Company*”), and the subsidiary borrowers party thereto from time to time, as borrowers, Gate Gourmet Holding S.C.A., a *société en commandite par actions* incorporated in Luxembourg and registered with the Register of Trade and Companies of Luxembourg under number B 86446 and having its registered office at 8-10 rue Mathias Hardt L-1717 Luxembourg, with a share capital of EUR 1,514,000 (“*Parent*”), and certain subsidiaries of Parent, as guarantors, the lenders party thereto from time to time, Goldman Sachs Credit Partners L.P., as Administrative Agent, Sole Lead Arranger, Sole Book Runner, Sole Syndication Agent, US Collateral Agent, London Agent and Non-US Collateral Agent, and Credit Suisse Securities (USA) LLC, as Documentation Agent and (b) the US Collateral Agreement dated as of March 9, 2006, among Parent, the Company, the subsidiaries of Parent party thereto and Goldman Sachs Credit Partners L.P., as First Lien Collateral Agent (as amended, supplemented or otherwise modified from time to time, the “*First Lien Collateral Agreement*”).

Accordingly, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the First Lien Credit Agreement or the First Lien Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantors hereby grant to the First Lien Collateral Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a continuing security interest in all of each such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “*Trademark Collateral*”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office

or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I; and

(b) all goodwill associated therewith or symbolized thereby.

Notwithstanding the foregoing, the Trademark Collateral shall not include any rights in any Trademarks or Trademark Licenses or other interests of the Grantors that would be rendered invalid or unenforceable under applicable law by the grant of a security interest, for so long as such reason for invalidity or unenforceability under applicable law exists.

**SECTION 3. Intercreditor Agreement; First Lien Collateral Agreement.**

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the First Lien Collateral Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, pursuant to the First Lien Collateral Agreement and Intercreditor Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the First Lien Collateral Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Collateral Agreement and Intercreditor Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and in the event of any conflict between the terms and/or conditions of this Agreement and the terms of the First Lien Collateral Agreement and Intercreditor Agreement, the terms and/or conditions of the First Lien Collateral Agreement and Intercreditor Agreement shall control.


**SECTION 4. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

E-GATEMATRIX, LLC,

By

  
Name: Wilson Fegala  
Title: Director, Treasury, 66 Switzerland GmbH

GATE SAFE, INC.,

By

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GOLDMAN SACHS CREDIT PARTNERS L.P., as  
First Lien Collateral Agent,

By

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

E-GATEMATRIX, LLC,

By

\_\_\_\_\_  
Name:  
Title:

GATE SAFE, INC.,

By

*S. G. Key*  
\_\_\_\_\_  
Name: *S. G. Key*  
Title: *VP, Head of Group Finance*

GOLDMAN SACHS CREDIT PARTNERS L.P., as  
First Lien Collateral Agent,

By

\_\_\_\_\_  
Name:  
Title:



IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

E-GATEMATRIX, LLC,

By

\_\_\_\_\_  
Name:  
Title:

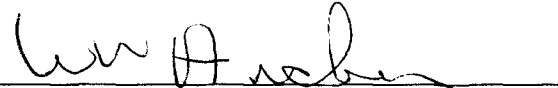
GATE SAFE, INC.,

By

\_\_\_\_\_  
Name:  
Title:

GOLDMAN SACHS CREDIT PARTNERS L.P., as  
First Lien Collateral Agent,

By

  
\_\_\_\_\_  
Name: William W. Archer  
Title: Managing Director

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

<u>Trademark Name</u>	<u>Grantor</u>	<u>Registration No.</u>	<u>Date of Registration</u>
E-Gatematrix	e-gatematrix, llc	2,742,889	July 29, 2003
E-Gatematrix & Design	e-gatematrix, llc	2,742,890	July 29, 2003
Inflight Exchange (IFX)	e-gatematrix, llc	2,706,317	April 15, 2003
IFX	e-gatematrix, llc	2,706,318	April 15, 2003
Gate Safe, Inc.	Gate Safe, Inc.	2,886,297	September 21, 2004

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