

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
Five Star Food Service, Inc.		02/08/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Chatham Capital Management II, LLC, as Agent
Street Address:	400 Galleria Parkway
Internal Address:	Suite 1950
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3184400	SOHO SUBS
Registration Number:	2617423	MODERATION
Registration Number:	2584841	MODERATION
Registration Number:	2768626	FIVE STAR FOOD SERVICE
Registration Number:	2502432	FIVE STAR EXPRESS
Serial Number:	78574189	GET YOUR EDGE
Serial Number:	78876488	EXPRESS COFFEE
Registration Number:	3197699	GET YOUR EDGE
Serial Number:	78876432	FIVE STAR EXPRESS COFFEE SERVICE
Serial Number:	78868753	ROCKIN WRAPS
Registration Number:	3150878	BIG AL'S WICKID RICE
Registration Number:	3108170	TIMBER'S EDGE COFFEE COMPANY
Serial Number:	78574197	TIMBER'S EDGE COFFEE COMPANY

CH \$365.00 3184400

Serial Number:

78574228

TASTY SPOON DESSERTS

CORRESPONDENCE DATA

Fax Number: (678)553-2693

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6785532692

Email: witherss@gtlaw.com

Correspondent Name: Sarah Withers

Address Line 1: 3290 Northside Parkway

Address Line 2: Suite 400

Address Line 4: Atlanta, GEORGIA 30327

ATTORNEY DOCKET NUMBER:

101321.010100 S WITHERS

NAME OF SUBMITTER:

Sarah Withers

Signature:

/S Withers/

Date:

02/09/2007

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT
(Second Lien)

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of February 8, 2007, by FIVE STAR FOOD SERVICE, INC., a Delaware corporation ("Grantor"), in favor of CHATHAM CAPITAL MANAGEMENT II, LLC, in its capacity as administrative agent (together with its successors in such capacity, the "Agent") for itself and the lenders from time to time signatory to the Loan Agreement hereinafter defined (the "Lenders").

W I T N E S S T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of February 8, 2007, by and among Grantor, the other Credit Parties signatory thereto, the Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to make the Term Loan to the Borrower; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) "Trademark License" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

(c) "Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing second priority security interest (subject only to Liens in favor of the First Lien Lender to the extent provided in the Intercreditor Agreement) in all of 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 of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. INTERCREDITOR AGREEMENT. The security interest of Agent in favor of the Lenders granted hereunder and the rights of such parties in respect thereof shall be subject to and entitled to the benefits of the terms of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern. Prior to the First Lien Loan Termination Date, in the event that any obligation of Grantor hereunder conflicts with an obligation of Grantor under any First Lien Loan Document as in effect on the date hereof, Grantor will first comply with its obligation under such First Lien Loan Document, and then, to the extent possible, comply with its obligations hereunder, and any failure so to comply hereunder, due to compliance with such First Lien Loan Document shall not be an Unmatured Event of Default or Event of Default under the Loan Documents.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FIVE STAR FOOD SERVICE, INC.

By: *Rick Simpson*
Rick Simpson, PhD
Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF Tenn)
) ss.
COUNTY OF Hamilton)

On this 17th day of February, 2007 before me personally appeared Rick Simpson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Five Star Food Service, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Lisa Bolin
Notary Public

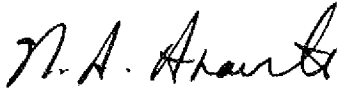
[NOTARIAL SEAL]



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

CHATHAM CAPITAL MANAGEMENT II, LLC, as Agent

By: 
Nicholas A. Anacreonte
Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003479 FRAME: 0311

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark	Serial No.	Registration No.	Date
SOHO SUBS	78355387	3184400	01/22/2004
MODERATION	76237914	2617423	09/10/2002
MODERATION	76185421	2584841	06/25/2002
FIVE STAR FOOD SERVICE	76185384	2768626	09/30/2003
FIVE STAR EXPRESS	75562074	2502432	10/30/2001
GET YOUR EDGE	78574189		02/24/2005
EXPRESS COFFEE	78876488		05/04/2006
GET YOUR EDGE	78977725	3197699	02/24/2005
FIVE STAR EXPRESS COFFEE SERVICE	78876432		05/04/2006
ROCKIN WRAPS	78868753		04/25/2006
BIG AL'S WICKID RICE	78732944	3150878	10/13/2005
TIMBER'S EDGE COFFEE COMPANY	78574213	3108170	02/24/2005
TIMBER'S EDGE COFFEE COMPANY	78574197		02/24/2005
TASTY SPOON DESSERTS	78574228		02/24/2005