

01/17/2007
700306489

02-07-2007

OFFICE OF PUBLIC RECORDS

2007 FEB -5 PM 3:15

OFFICE OF FINANCE RECORDS

U.S. DEPARTMENT OF COMMERCE
Intellectual Property and Trademark Office

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/3)



103370636

FINANCE SECTION

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

2-5-07

1. Name of conveying party(ies):
Compass Group USA, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Delaware
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s):

Execution Date(s) June 15, 2006

- 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: Creative Host Services USA LLC

Internal

Address:

Street Address: 1209 Orange Street

City: Wilmington, New Castle,

State: Delaware

Country: USA Zip: 19801

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other LLC (DE) 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)

2736622; 2736623

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: Robert K. Paddyord, Esq.

Internal Address:

Street Address: 169 Saxony Road
Suite 106

City: Encinitas

State: CA Zip: 92024

Phone Number: (760) 943-1537

Fax Number: (760) 943-8961

Email Address: admin rkplaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ 80

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

8. Payment information: See attached credit card payment form

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Robert K. Paddyord

Signature

Robert K. Paddyord

Name of Person Signing

1/8/07

Date

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

02/06/2007 MJAMA1 00000008 2736622

01 FC:8521
02 FC:8522

(40.00 DP
25.00 DP)

08-NOV-2006 11:41 FROM SCOTT & YORK

TO 0017609438961

P.03

15 June 2006

COMPASS GROUP USA, INC.

and

CREATIVE HOST SERVICES USA LLC

TRADE MARK ASSIGNMENT DEED

USA

08-NOV-2006 11:41 FROM SCOTT & YORK

TO 0017609438961

P.04

AN ASSIGNMENT OF TRADE MARKS made AS A DEED on 15 June 2006**BETWEEN**

Compass Group USA, Inc., a company incorporated in the State of Delaware, USA, whose registered office is at Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle, Delaware 19801, USA (the *Assignor*); and

Creative Host Services USA LLC, a company incorporated in the State of Delaware, USA, whose registered office is at Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle, Delaware 19801, USA, (the *Assignee*).

WHEREAS

(A) The Assignor has agreed to assign the Trade Marks in Schedule 1 (of which it is the proprietor) to Assignee, on the terms and conditions set out in this agreement. This agreement is entered into pursuant to the Sale and Purchase Agreement.

IT IS AGREED as follows:**1. INTERPRETATION**

1.1 In this agreement, capitalised terms used, but not otherwise defined below, shall have the meanings given to them in the Sale and Purchase Agreement, and the following expressions shall have the following meanings:

Effective Date means one day after Closing;

registered includes registrations and applications for registration;

Sale and Purchase Agreement means the sale and purchase agreement dated 8 April 2006 between Compass, the Sellers, the Moto Purchaser and the SSP Purchasers;

Trade Marks means the trade marks set out in Schedule 1, including the registrations and applications for registration set out in Schedule 1; and *Trade Mark* means any one of them.

1.2 In this agreement, unless the context otherwise requires:

- (a) references to *persons* includes individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- (b) the headings are inserted for convenience only and do not affect the construction of the agreement;
- (c) references to one gender includes all genders; and
- (d) any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted.

09-NOV-2006 11:41 FROM SCOTT & YORK

TO 0017609438961

P.05

1.3 The Schedule comprises a schedule to this agreement and forms part of this agreement.

2. EFFECTIVE DATE

This agreement shall be effective from the Effective Date.

3. ASSIGNMENT

Pursuant to the Sale and Purchase Agreement, Assignor assigns to Assignee, subject to the terms and conditions of any licences granted to third parties prior to the date of the Sale and Purchase Agreement and which have been disclosed to the SSP Purchaser in the Data Room, all its right, title and interest in and to the Trade Marks, including:

- (a) all statutory and common law rights attaching to those Trade Marks, together with the goodwill of the business relating to the goods and services in respect of which those Trade Marks are used; and
- (b) all rights of action arising or accrued relating to the Trade Marks, including, without limitation, the right to sue (and to seek and retain damages recovered, and to seek all other remedies) in respect of any infringement or unauthorised use of any of those Trade Marks which may have occurred before the date of this agreement

4. FURTHER ASSURANCE

Assignor shall, at Assignee's cost, perform all further acts and things, and execute and deliver all further documents, which Assignee may reasonably require or required by law for the purpose of vesting in Assignee the full benefit of the right, title and interest assigned to Assignee under this agreement.

5. VAT

Any amounts payable by Assignee under this agreement are exclusive of all Value Added Tax and other sales duties and taxes which (if applicable) shall be paid in addition by Assignee at the prevailing rate, subject to the relevant Assignor providing an appropriate VAT or tax invoice.

6. WAIVERS

No failure or delay by any party in exercising any right or remedy provided by law under or pursuant to this agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

7. FORCE MAJEURE

Neither party shall be liable for failure or delay in performing any of its obligations under or pursuant to this agreement if such failure or delay is due to any cause

whatsoever outside its control, and it shall be entitled to a reasonable extension of the time for performing such obligations as a result of such cause.

8. AMENDMENT

8.1 No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of all the parties.

8.2 Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this agreement which have already accrued up to the date of variation, and the rights and obligations of the parties under or pursuant to this agreement shall remain in full force and effect, except and only to the extent that they are so varied.

9. SEVERABILITY

If and to the extent that any provision of this agreement is held to be illegal, void or unenforceable, such provision shall be given no effect and shall be deemed not to be included in this agreement but without invalidating any of the remaining provisions of this agreement.

10. ENTIRE AGREEMENT

This agreement and the Sale and Purchase Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this agreement. It is agreed that:

- (a) no party has entered into this agreement in reliance upon any representation, warranty or undertaking of another party which is not expressly set out in this agreement or the Sale and Purchase Agreement;
- (b) no party shall have any remedy in respect of misrepresentation or untrue statement made by another party which is not contained in this agreement or the Sale and Purchase Agreement;
- (c) this clause shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

11. GOVERNING LAW AND JURISDICTION

11.1 This agreement and the relationship between the parties shall be governed by, and interpreted in accordance with, English law.

11.2 Each of the parties agrees that the courts of England are to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this agreement or otherwise arising in connection with this agreement and for such purposes irrevocably submit to the jurisdiction of the English courts.

08-NOV-2006 11:41 FROM SCOTT & YORK

TO 0017609438961

P.07

12. COUNTERPARTS

This agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

13. NO RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

IN WITNESS WHEREOF this agreement has been signed AS A DEED by the authorised representatives of the parties on the day and year first written above.

EXECUTED and DELIVERED)
as a DEED by JASON LEEK)
as duly authorized attorney)
for and on behalf of)
COMPASS GROUP USA, INC.)
a company incorporated in)
the State of Delaware, USA)
by)

Witness: Oliver Hanson
Francis)
Leek *Oliver Hanson*

being persons who, in accordance)
with the laws of that country, are acting)
under the authority of the company)

EXECUTED as a DEED and)
DELIVERED on behalf of)
CREATIVE HOST SERVICES)
USA LLC)
a company incorporated in)
the State of Delaware, USA)
by)

John
Louise Pilsworth
Witness: Louise Pilsworth
28 Midway
St Albans
Herts
AL9 4BB

being persons who, in accordance)
with the laws of that country, are acting)
under the authority of the company)

SCHEDULE I

TRADEMARKS

<u>Registered Owner</u>	<u>Country</u>	<u>Registration No.</u>	<u>Mark</u>	<u>Class</u>	<u>Status</u>	<u>Registration Date</u>
Compass Group USA, Inc.	U.S. Federal	2736622	SSP	43	Registered	7/15/2003
Compass Group USA, Inc.	U.S. Federal	2736623	SSP	35	Registered	7/15/2003