

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COMPASS GROUP HOLDINGS PLC		06/15/2006	Public Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SSP FINANCING UK LIMITED		
<b>Street Address:</b>	1 The Heights, Brooklands, Weybridge		
<b>City:</b>	Surrey		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	KT13 0NY		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2237067	CAFFE RITAZZA	
Registration Number:	2961914	RITAZZA	
Registration Number:	2263440	RITAZZA	
Registration Number:	2265252	RITAZZA	
Registration Number:	2245310	UPPER CRUST	
Registration Number:	2112139	UPPER CRUST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(603)668-2970		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6036686560		
<b>Email:</b>	jhobbs@gtp.com		
<b>Correspondent Name:</b>	Grossman, Tucker, Perreault & Pflieger		
<b>Address Line 1:</b>	55 South Commercial Street		
<b>Address Line 4:</b>	Manchester, NEW HAMPSHIRE 03101		

OP \$165.00 2237067

ATTORNEY DOCKET NUMBER:

COMPASS GROUP

DOMESTIC REPRESENTATIVE

Name: TERESA C. TUCKER

Address Line 1: 55 SOUTH COMMERCIAL STREET

Address Line 4: MANCHESTER, NEW HAMPSHIRE 03101

NAME OF SUBMITTER:

TERESA C. TUCKER

Signature:

/TcT/

Date:

03/07/2007

**Total Attachments: 7**

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15 June 2006

**VARIOUS COMPASS GROUP COMPANIES**

**and**

**SSP FINANCING UK LIMITED**

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**TRADE MARK ASSIGNMENT DEED**

**USA**

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

BETWEEN

THOSE COMPANIES whose details are set in Column 1 of Schedule 1 (the *Assignors*); and

SSP Financing UK Limited (company no. 05735959), a company incorporated in England and Wales, whose registered office is at c/o Hackwood Secretaries Limited, One Silk Street, London, EC2Y 8HQ (the *Assignee*).

WHEREAS

(A) Assignor Compass Group plc changed its name to Compass Group Holdings plc on 30 November 2000.

(B) Each Assignor has agreed to assign the Trade Marks specified against its name in Schedule 1 (and 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



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- (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.

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, each 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 specified against its name in Schedule 1, 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

Each 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.



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## 7. FORCE MAJEURE

No 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



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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.

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 authorised attorney )  
for and on behalf of )  
COMPASS GROUP HOLDINGS PLC )

*Jason Leek* )  
WITNESSES: OLIVER HARRIS )  
FRANK FRANKS )  
*Oliver Harris* )

EXECUTED and DELIVERED )  
as a DEED by JASON LEEK )  
as duly authorised attorney )  
for and on behalf of )  
COMPASS GROUP )  
INTERNATIONAL BV )  
a company incorporated in )  
the Netherlands )  
by )

*Jason Leek* )  
WITNESSES: OLIVER HARRIS )  
FRANK FRANKS )  
*Oliver Harris* )

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

EXECUTED and DELIVERED )  
as a DEED by Nemone Franks )  
on behalf of )  
SSP FINANCING UK LIMITED )  
in the presence of: )

*Nemone Franks* )  
as attorney for SSP )  
Financing UK Limited )

Name LOUISE PILSNORTH *Louise Pilsnorth*  
23 Midway )  
& Albans )  
Herts AL3 4BB )  
*Tracee Slicker*



TRADEMARK

Address

Occupation




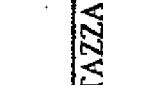


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Schedule 1

Trade Marks

Applicant	Class	Mark	Serial No.	Office	Registration No.	Registration Date
Compass Group plc (Now Compass Group Holdings plc)	U.S. Federal	CAFFE RITAZZA	2237067	30, 42	Registered	06-Apr-2009
Compass Group Holdings plc (Now Compass Group Holdings plc)	U.S. Federal	RITAZZA 	2961914	30, 43	Registered	14-Jun-2015
Compass Group plc (Now Compass Group Holdings plc)	U.S. Federal	RITAZZA 	2263440	30, 42	Registered	20-Jul-2009
Compass Group plc (Now Compass Group Holdings plc)	U.S. Federal	RITAZZA	2265252	30, 42	Registered	27-Jan-2009
Compass Group International BV	USA	RAIL GOURMET	78110357	39, 43	Application	22-Feb-2002
Compass Group International BV	USA	RAIL GOURMET DESIGN MARK 	78110359	39, 43	Application	22-Feb-2002
Compass Group Holdings plc	USA	UPPER CRUST 	2245310	42	Registered	18-May-2009
Compass Group Holdings plc	USA	UPPER CRUST	2112139	42	Registered	11-Nov-2007

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