

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
E-GATEMATRIX, LLC		05/31/2007	LIMITED LIABILITY COMPANY: DELAWARE
GATE SAFE, INC.		05/31/2007	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners, L.P.
Street Address:	85 Broad Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	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: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3016380511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

TRADEMARK

900079495

REEL: 003562 FRAME: 0465

CH \$140.00 2742889

ATTORNEY DOCKET NUMBER:	31705
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	06/15/2007
<p>Total Attachments: 6 source=31705#page1.tif source=31705#page2.tif source=31705#page3.tif source=31705#page4.tif source=31705#page5.tif source=31705#page6.tif</p>	

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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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  
☐ Other

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

3. Nature of conveyance:

- ☐ Assignment                              ☐ Merger  
☒ Security Agreement                      ☐ Change of Name  
☐ Other :

Execution Date: May 31, 2007

2. Name and address of receiving party(ies)

Name: Goldman Sachs Credit Partners, L.P.

Internal

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

Street Address: 85 Broad Street

City: New York State: NY Zip: 10004

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

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 ATTACHED

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED

Additional number(s) attached ☒ Yes ☐ No

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

Name: Penelope J.A. Agodoa

Internal Address: IP Research Plus, Inc.

Street Address: 21 Tadcaster Circle

City: Waldorf State: MD Zip: 20602

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.*

Jeffrey Laub

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6

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

**TRADEMARK**  
**REEL: 003562 FRAME: 0467**

TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2007, among E-GATEMATRIX, LLC ("E-gatematrix"), GATE SAFE, INC. ("Gate Safe" and, together with E-gatematrix, the "Grantors"), and GOLDMAN SACHS CREDIT PARTNERS L.P. ("GSCP"), as US Collateral Agent (in such capacity, the "US Collateral Agent").

Reference is made to (a) the Credit and Guarantee Agreement (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among GATE GOURMET BORROWER LLC, a limited liability company organized under the laws of the State of Delaware ("Company"), the SUBSIDIARY BORROWERS party hereto from time to time, 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 B86 446 and having its registered office at 8-10 rue Mathias Hardt L-1717 Luxembourg, with a share capital of EUR 1,514,000 ("Parent"), CERTAIN SUBSIDIARIES OF PARENT, as US Guarantors, the LENDERS party hereto from time to time, GSCP, as Administrative Agent, London Agent, US Collateral Agent and Non-US Collateral Agent, DEUTSCHE BANK AG, LONDON BRANCH, as Syndication Agent, and certain other parties thereto, and (b) the US Collateral Agreement dated as of May [●], 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among, the Company, the Grantors and the other grantors identified therein and the US Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Company, will derive substantial benefits from the extension of credit to the Company pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the US Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

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 (the “Trademarks”);

all goodwill associated with or symbolized by the Trademarks; and

all assets, rights and interests that uniquely reflect or embody the Trademarks.

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. Security Agreement. The security interests granted to the US Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the US Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the US Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

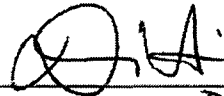
SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

*[signatures follow]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


E-GATEMATRIX, LLC,

by

  
Name: Emma Dichse  
Title: Director + Counsel, Europe + Asia Pacific

GATE SAFE, INC.,

by

  
Name: Emma Dichse  
Title: Director + Counsel, Europe + Asia Pacific

GOLDMAN SACHS CREDIT PARTNERS  
L.P., as US Collateral Agent,

by

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

GATE GOURMET  
TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 003562 FRAME: 0470

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

E-GATEMATRIX, LLC,

by

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

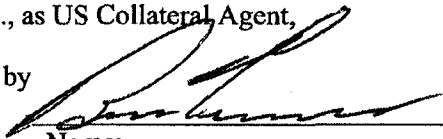
GATE SAFE, INC.,

by

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

GOLDMAN SACHS CREDIT PARTNERS  
L.P., as US Collateral Agent,

by

  
\_\_\_\_\_  
Name: BRUCE H. MENDELSON  
Title: AUTHORIZED SIGNATORY

GATE GOURMET  
TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 003562 FRAME: 0471

**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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