

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
Royal Vendors, Inc.		06/18/2007	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	7th & Washington Avenue
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2757246	ECONO COOL
Registration Number:	2882321	ECONO-COOL
Registration Number:	2875321	ENVIRO COOL
Registration Number:	2250272	ROYAL VENDORS
Registration Number:	2882322	ECO COOL
Registration Number:	2178409	ROYAL VENDORS
Registration Number:	2940601	ROYAL VISION
Registration Number:	2942708	ROYAL VISION VENDER

CORRESPONDENCE DATA

Fax Number: (314)552-7169
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (314) 552-6499
 Email: svarney@thompsoncoburn.com
 Correspondent Name: Caroline G. Chicoine
 Address Line 1: Thompson Coburn LLP

CH \$215.00 2757246

Address Line 2: One U.S. Bank Plaza
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	299/19083
NAME OF SUBMITTER:	Caroline G. Chicoine
Signature:	/Caroline G. Chicoine/
Date:	06/22/2007

Total Attachments: 12

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PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into as of the 18th day of June, 2007, by ROYAL VENDORS, INC., a Missouri corporation (the "Debtor"), in favor of U.S. BANK NATIONAL ASSOCIATION (the "Secured Party").

WITNESSETH:

WHEREAS, the Debtor and the Secured Party are herewith entering into that certain Loan Agreement dated as of the date hereof (as the same may from time to time be amended, modified, extended, renewed or restated, the "Loan Agreement"; all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement); and

WHEREAS, Coin Acceptors, Inc., an Iowa corporation ("Coinco"), and the Secured Party are herewith entering into that certain Loan Agreement dated as of the date hereof (as the same may from time to time be amended, modified, extended, renewed or restated, the "Coinco Loan Agreement"); and

WHEREAS, as a condition precedent to the Secured Party entering into the Loan Agreement and the Coinco Loan Agreement, the Secured Party has required that the Debtor execute and deliver this Agreement to the Secured Party; and

WHEREAS, in order to induce the Secured Party to enter into the Loan Agreement and the Coinco Loan Agreement, the Debtor has agreed to execute and deliver this Agreement to the Secured Party;

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof and executed by the Debtor in favor of the Secured Party pursuant to which the Debtor has granted to the Secured Party a security interest in and lien on, among other things, all accounts, inventory, general intangibles, goods, machinery, equipment, books, records, goodwill, patents, patent applications, trademarks and trademark applications now owned or hereafter acquired by the Debtor and all proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby covenants and agrees with the Secured Party as follows:

1. Grant of Security Interest. For value received, the Debtor hereby grants the Secured Party a security interest in and lien on all of the Debtor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent

applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the license(s) listed on Schedule E attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between the Debtor and any other Person, whether the Debtor is licensor or licensee (all of the foregoing license agreements and the Debtor's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of the Debtor's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Borrower's Obligations, (ii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of the Debtor to the Secured Party evidenced by or arising under or in respect of the Loan Agreement, this Agreement and/or any other Transaction Document, (iii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations and indemnity obligations) of the Debtor to the Secured Party evidenced by or arising under or in respect of that certain Guaranty dated as of the date hereof and executed by the Debtor and Royal Remanufacturing, LLC, a Missouri limited liability company, in favor of the Secured Party with respect to the indebtedness of Coinco to the Secured Party, as the same may from time to time be amended, modified, extended, renewed or restated (the "Guaranty"), (iv) any and all other indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of the Debtor to the Secured Party of every kind and character, now existing or hereafter arising, absolute or contingent, joint or several or joint and several, otherwise secured or unsecured, due or not due, direct or indirect, expressed or implied in law, contractual or tortious, liquidated or unliquidated, at law or in equity, or otherwise, and whether heretofore, now or hereafter incurred or given by the Debtor as principal, surety, endorser, guarantor or otherwise, and whether created directly or acquired by the Secured Party by assignment or otherwise and (iv) any and all costs of collection, legal expenses and reasonable attorneys' fees and expenses incurred by the Secured Party upon the occurrence of any default or event of default under this Agreement, in collecting or

enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing the Secured Party in connection with any bankruptcy or insolvency proceedings (hereinafter collectively referred to as the "Secured Obligations").

2. Representations, Warranties and Covenants of the Debtor. The Debtor hereby represents and warrants to the Secured Party, and covenants and agrees with the Secured Party, that:

(a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) to the best of the Debtor's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all Liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by the Debtor not to sue third persons (other than Liens in favor of the Secured Party);

(e) the Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(f) the Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks;

(g) the Debtor has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks and/or Licenses during the term of this Agreement; and

(h) the Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks and/or Licenses.

3. Inspection Rights; Product Quality. The Debtor will, upon at least one (1) Business Days' prior written notice from the Secured Party to the Debtor (provided, however, that no such notice need be given by the Secured Party if any Default or Event of Default under the Loan Agreement shall have occurred and be continuing), permit inspection of the Debtor's facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks and/or Licenses and inspection of the products and records relating thereto by the Secured Party during normal business hours and at other reasonable times. The Debtor will reimburse the Secured Party upon demand for all costs and expenses incurred by the Secured Party in connection with any such inspection conducted by the Secured Party while any Default or Event of Default under the Loan Agreement has occurred and is continuing. A representative of the Debtor may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. The Debtor agrees (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (b) to provide the Secured Party, upon the Secured Party's reasonable request from time to time, with a certificate of any officer of the Debtor certifying the Debtor's compliance with the forgoing.

4. Further Assurances. The Debtor hereby agrees that, until (a) all of the Secured Obligations shall have been fully, finally and indefeasibly paid in cash, (b) there shall be no remaining commitment or obligation of the Secured Party to advance funds, make loans or extend credit to, and/or issue letters of credit for the account of, the Debtor and/or Coinco under the Loan Agreement and/or the Coinco Loan Agreement or otherwise, (c) no letters of credit issued by the Secured Party for the account of and/or upon the application of the Debtor and/or Coinco shall remain outstanding, (d) no swap contracts between the Debtor and/or Coinco and the Secured Party shall remain in effect, (e) all of the other Transaction Documents shall have been terminated in accordance with their respective terms and (f) the Guaranty shall have been terminated in accordance with its terms, it will not, without the prior written consent of the Secured Party, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with the Debtor's obligations under this Agreement or the Loan Agreement and the Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Secured Party under this Agreement. The Debtor further agrees that at any time and from time to time, the Debtor will, at its expense, promptly execute and deliver to the Secured Party any and all further agreements, documents and instruments and take any and all further action that the Secured Party may request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable the Secured Party to exercise its rights and remedies under this Agreement with respect to the same.

5. Additional Patents, Trademarks and Licenses. If the Debtor (a) becomes aware of any existing Patents, Trademarks or Licenses of which the Debtor has not previously informed the Secured Party, (b) obtains rights to any new patentable inventions, Patents, Trademarks and/or Licenses or (c) becomes entitled to the benefit of any Patents, Trademarks and/or Licenses which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and the Debtor shall give the Secured Party prompt written notice thereof.

6. Modification by the Secured Party. The Debtor authorizes the Secured Party to modify this Agreement by amending Schedules A, B, C, D and/or E to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Sections 1 and 5 hereof, without the signature of the Debtor if permitted by applicable law.

7. Use of Patents, Trademarks and Licenses. So long as no Event of Default under the Loan Agreement has occurred and is continuing, the Debtor may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products sold by the Debtor, for the Debtor's own benefit and account and for none other.

8. Default. If any Event of Default under the Loan Agreement shall have occurred and be continuing, the Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code of the State of Missouri, as from time to time amended (the "Missouri UCC") and, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of the Debtor associated therewith) and/or Licenses, or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in such order and manner as the Secured Party, in its discretion, may elect. Notice of any

sale or other disposition of any of the Patents, Trademarks and/or Licenses shall be given to the Debtor at least five (5) Business Days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which the Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Secured Party or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and/or Licenses sold, free from any right of redemption on the part of the Debtor, which right is hereby waived and released. The Debtor agrees that upon the occurrence and continuance of any Event of Default, the use by the Secured Party of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from the Secured Party to the Debtor. If any Event of Default shall occur and be continuing, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce any and all of the Patents, Trademarks and Licenses, and, if the Secured Party shall commence any such suit, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Secured Party for all costs and expenses incurred by the Secured Party in the exercise of its rights under this Agreement. All of the Secured Party's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (a) all of the Secured Obligations shall have been fully, finally and indefeasibly paid in cash, (b) there shall be no remaining commitment or obligation of the Secured Party to advance funds, make loans or extend credit to, and/or issue letters of credit for the account of, the Debtor and/or Coinco under the Loan Agreement and/or the Coinco Loan Agreement or otherwise, (c) no letters of credit issued by the Secured Party for the account of and/or upon the application of the Debtor and/or Coinco shall remain outstanding, (d) no swap contracts between the Debtor and/or Coinco and the Secured Party shall remain in effect, (e) all of the other Transaction Documents shall have been terminated in accordance with their respective terms and (f) the Guaranty shall have been terminated in accordance with its terms, this Agreement shall terminate and the Secured Party shall execute and deliver to the Debtor all instruments as may be necessary or proper to extinguish the Secured Party's security interest therein, subject to any disposition thereof which may have been made by the Secured Party pursuant to this Agreement.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by the Debtor on demand by the Secured Party and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Two Percent (2%) over and above the Prime Rate (which interest rate shall fluctuate as and when the Prime Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by the Debtor.

11. Preservation of Patents, Trademarks and Licenses. The Debtor shall have the duty (a) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date of this Agreement or hereafter, (b) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (c) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with the Debtor's obligations under this Section 11 shall be borne by the Debtor.

12. The Secured Party Appointed Attorney-In-Fact. If any Event of Default under the Loan Agreement shall have occurred and be continuing, the Debtor hereby authorizes and empowers the Secured Party to make, constitute and appoint any officer or agent of the Secured Party as the Secured Party may select, in its sole discretion, as the Debtor's true and lawful attorney-in-fact, with the power to endorse the Debtor's name on all applications, documents, papers and instruments necessary for the Secured Party to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between the Debtor and the Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by the Debtor and the Secured Party, except as provided in Section 6 above.

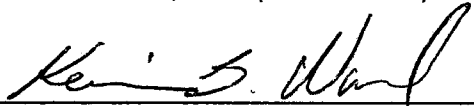
16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that the Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

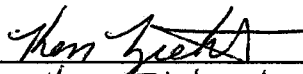
18. Amendment and Restatement. This Agreement is an amendment, restatement and continuation of, and not a novation of, that certain Patent, Trademark and License Security Agreement dated as of December 17, 1997, and executed by the Debtor in favor of Mercantile Bank National Association, as agent for itself and certain other parties, as amended by that certain First Amendment to Patent, Trademark and License Security Agreement dated as of October 8, 2004. U.S. Bank National Association was formerly known as Firststar Bank, N.A., which is the successor by merger to Firststar Bank Missouri, National Association, which was formerly known as Mercantile Bank National Association.

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Patent, Trademark and License Security Agreement as of the 18th day of June, 2007.

ROYAL VENDORS, INC. (the "Debtor")

By 
Kevin B. Ward, Chief Operating Officer

U.S. BANK NATIONAL ASSOCIATION (the "Secured Party")

By 
Name: Ken Ziebart
Title: Banking Officer

SCHEDULE A

United States Patents

<u>Country</u>	<u>Title</u>	<u>Patent Number</u>	<u>Date Issued</u>
United States	Adjustable Vending Mechanism	5,713,490	2/3/98
United States	Electronic Refrigeration Control System	6,223,817	5/1/01
United States	Electronic Refrigeration Control System	6,427,772	8/6/02
United States	Tamper-Resistant Vending Machine	5,601,177	2/11/97
United States	Tamper-Resistant Vending Machine	5,791,450	8/11/98
United States	Tamper-Resistant Vending Machine	6,125,989	10/3/00
United States	Tamper-Resistant Vending Machine	6,213,276	4/10/01
United States	Tamper-Resistant Vending Machine	6,571,931	6/3/03
United States	Vending Apparatus with Intelligent Dispensation Control	5,111,962	5/12/92
United States	Vending Machine with Quick- Release Door	6,371,581	4/16/02
United States	Anti-Theft Latch Mechanism Especially Suitable for Vending Machines	5,193,862	3/16/93
United States	Adjustable Retainer System for Vending Machine Storage Compartments	5,529,207	6/25/96
United States	Jacket for a Coin Changer	D 344,410	2/22/94
United States	Clear Door Vending Machine	7,128,237	10/31/06
United States	Clear Door Vending Machine	7,055,716	6/6/06
United States	Clear Door Vending Machine	7,222,749	3/29/07
United States	Can Vending Mechanism	5,547,105	8/20/96
United States	Jacket for a Coin Changer	5,226,521	7/13/92
United States	Frozen Product Vending Machine	6,929,149	8/16/05
United States	Clear Door Vending Machine	7,222,748	5/29/07

SCHEDULE B

United States Patent Applications

NONE

SCHEDULE C

United States Trademark Registrations

<u>Mark Registered</u>	<u>Registration Number</u>	<u>Date Registered</u>
Econo Cool (& Design)	2,757,246	8/26/03
Econo Cool (& Design)	2,882,321	9/7/04
Enviro Cool (& Design)	2,875,321	8/17/04
Royal Vendors (& Design)	2,250,272	6/1/99
Eco Cool (& Design)	2,882,322	9/7/04
Royal Vendors (& Design)	2,178,409	8/4/98
ROYAL VISION	2, 940,601	4/12/2005
ROYAL VISION VENDER & Design	2,942,708	4/19/2005

SCHEDULE D

United States Trademark Applications

NONE

SCHEDULE E

Licenses

License Agreement effective as of October 1, 1991, by and between Coin Acceptors, Inc., as a licensor, and Borrow, as licensee, relating to the G-II Vendors and the technical information, inventions and other licensed products described therein, as the same may be amended, modified, extended, renewed or restated from time to time.