

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OE Acquisition Corp.		07/19/2001	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	All Seasons Services, Inc.		
Street Address:	5 Campanelli Circle		
Internal Address:	Suite 200		
City:	Canton		
State/Country:	MASSACHUSETTS		
Postal Code:	02021-2436		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2503483	USREFRESH	
CORRESPONDENCE DATA			
Fax Number:	(617)345-9020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-345-9000		
Email:	dbenson@haslaw.com, tmdocket@haslaw.com		
Correspondent Name:	Deborah L. Benson		
Address Line 1:	28 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02144		
NAME OF SUBMITTER:	Deborah L. Benson		
Signature:	/Deborah L. Benson/		
Date:	07/30/2007		

OP \$40.00 2503483

Total Attachments: 13

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AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

THIS AMENDED AND RESTATED ASSET PURCHASE AGREEMENT (as amended, the "Agreement") is made and entered into as of July 19, 2001, by and among the sellers identified on the signature pages hereof (each a "Seller" and collectively, "Sellers"), U.S. Office Products Company, a Delaware corporation ("Parent"), All Seasons Services, Inc., or its designee, a Delaware corporation ("Buyer"), and All Seasons Holdings, Inc., a Delaware corporation ("Buyer's Parent"). Buyer, Sellers, Parent and Buyer's Parent are sometimes referred to individually in this Agreement as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Sellers operate a vending service, cafeteria service, commissary service, office coffee service and plush toy gaming business; and

WHEREAS, Sellers constitute all of the operating entities of USRefresh, a division of Parent, from which Sellers, USRefresh and Parent conduct Business (as defined below) from properties located in Delaware, the District of Columbia, Florida, Georgia, Illinois, Indiana, Maryland, Massachusetts, New Jersey, Pennsylvania, Texas (excluding the operations in Houston and Austin, Texas), Virginia and Wisconsin; and

WHEREAS, Buyer wishes to acquire certain assets relating to the operation of the Business, free and clear of all liabilities of Sellers, USRefresh and Parent, other than certain assumed liabilities and obligations, in exchange for the purchase price specified in this Agreement and on the terms and conditions hereinafter set forth; and

WHEREAS, Sellers desire to sell and transfer to Buyer such assets, free and clear of all liabilities, other than certain assumed liabilities and obligations, on the terms and conditions hereinafter set forth; and

WHEREAS, Sellers, Parent and Buyer each believe it to be in their respective best interests to set forth herein the agreements reached between them as more particularly set forth herein below;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises made in this Agreement, and the representations, warranties, and covenants contained herein, and subject to the approval of the Bankruptcy Court, the Parties, intending to be legally bound, agree as follows:

ARTICLE I Certain Definitions

Section 1.1 Certain Definitions. As used in this Agreement, the following terms have the respective meanings set forth below.

"Accounts" means all of Sellers' vending, coffee service, cafeteria, commissary (service and/or sales) and plush toy gaming accounts and customers each of which is identified on Section 3.20 of the Disclosure Schedule.

Third Party Consent	2.1
Unassumed Liabilities	2.2
UST	3.19
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WC Objection	2.3
WC Release Date	2.3

Section 1.3 Interpretation. (a) Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words, "herein," "hereto," "hereof" and words of similar import refer to this Agreement as a whole and not to any particular Section or paragraph hereof; (ii) words importing the masculine gender shall also include the feminine and neutral genders, and vice versa; and (iii) words importing the singular shall also include the plural, and vice versa.

(b) Except as otherwise expressly provided in this Agreement (including the Schedules, Exhibits and the Disclosure Schedule), all accounting terms used in this Agreement shall be interpreted, and all financial statements to and certificates and reports as to financial matters required to be delivered hereunder shall be prepared in accordance with GAAP.

ARTICLE II Asset Purchase and Related Matters

Section 2.1 Transfer of Assets

(a) Purchased Assets. Subject to the terms and conditions of this Agreement (and subject to the entry of the Approval Order) and for the consideration stated in this Article II, at the Closing, Sellers and the Company, as applicable, shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from Sellers and the Company all of Sellers' and the Company's rights, title and interests in and to the assets, properties and rights of Sellers and the Company, which assets, properties and rights are used in the Business on a going concern basis, free and clear of any and all Liens, except for Permitted Liens (collectively, the "Purchased Assets"). Notwithstanding anything to the contrary contained herein, except as set forth on Section 2.1(b)(vi) of the Disclosure Schedule, the Purchased Assets shall include:

- (i) all items of Inventory;
- (ii) to the extent transferable, all rights in and to all telephone, telefax and data numbers used in the Business, provided, that, to the extent these rights are not transferable, Sellers, the Company and Parent shall discontinue use of such numbers; -11-
- (iii) the Assigned Executory Contracts;
- (iv) the Owned Business Real Properties (including the Structures -11-
thereon);
- (v) to the extent transferable, all easements, rights of way, servitudes, -11-
leases, permits, licenses or options used, held by or relating to the Business and any rights, -11-
easements, variances, conditional, uses, nonconforming uses or structures, environmental -11-
permits, land use permits and other rights, causes of action and other legal status, whether or not -11-

vested, and all privileges appurtenant or related to (x) the Business, (y) the Business Real Properties and (z) to the extent the leases constitute Assigned Executory Contracts, the Leased Business Real Properties;

(vi) the Tangible Assets;

(vii) to the extent transferable to Buyer, the full benefit of all warranties, warranty rights, performance bonds and indemnities (implied, express or otherwise) which apply to any of the Purchased Assets including those listed in Section 2.1(a)(vii) of the Disclosure Schedule;

(viii) to the extent transferable, the Permits;

(ix) the Purchase Orders;

(x) all rights under the Accounts, including under any contracts or agreements relating to such Accounts (the "Customer Contracts"), to the extent such Customer Contracts constitute Assigned Executory Contracts;

(xi) all Accounts Receivable;

(xii) the Proprietary Rights (including all claims for damages by reason of past infringement of any Proprietary Right with the right to sue for and to collect damages for use and enjoyment but excluding the names U.S. Office Products, Coffee Butler, Central Texas Office Products, Inc., US Office Products, Chicago District, LLC, US Office Products, Florida District, LLC, US Office Products, Mid-South District, LLC, US Office Products, Mid-Atlantic District, Inc., OE Acquisition Corp. and any trademarks, trade names, symbols, service marks, styles and domain names that include any such names);

(xiii) the Vehicles;

(xiv) the prepaid expenses and deposits relating to the Business identified on Schedule 2.1 (the "Prepaid Items");

(xv) all rights under any distribution, franchise or license agreement or arrangement, permit and other similar intangible assets used in connection with the Business;

(xvi) all rights and claims against third parties including the Accounts relating to the Purchased Assets or the Business, whether in tort, contract, or otherwise, including without limitation, causes of action, unliquidated rights and claims under or pursuant to all warranties, representations and guarantees made by manufacturers, suppliers or vendors, and rights of off-set and credits against such parties;

(xvii) all rights under any non-competition, non-solicitation, non-disparagement or other restrictive covenant to which the Business is a beneficiary and which is included or referenced in an Assigned Executory Contract;

(xviii) any rights to any insurance proceeds from any general liability policies owned by Sellers or Parent pertaining to (y) the Business and (z) events occurring prior to the Closing Date; and

(xix) all other assets used in the conduct of the Business, whether or not reflected on the books and records of Sellers or the Company, including without limitation, the Business as a going concern, its goodwill and franchises, all books, records, ledgers, data and information, files, documents and correspondence of the Business including, without limitation, all general, financial and accounting records, sales correspondence, customer lists, credit and sales records, purchasing records, data processing records, copies of all documents and records pertaining to the Purchased Assets, outstanding or uncollected Purchase Orders and invoices, outstanding or uncollected sales orders and sales order log books, correspondence records with respect to customers and supply sources, and all papers relating to, or necessary to the conduct of, the Business, including without limitation, drawings, engineering, manufacturing and assembly information, operating and training manuals, manuals and data, catalogs, quotations, bids, sales and promotional materials, research and development records, prototypes and models, lists of present and former suppliers, customer credit information, customers' pricing information, business plans, studies and analyses, whether prepared by a Seller, the Company, Parent or a third party, relating to the Business, personnel, employment and other records relating to the Business.

(b) Excluded Assets. Notwithstanding anything contained in this Agreement to the contrary, Buyer expressly acknowledges and agrees that Sellers shall retain, and the Purchased Assets shall not include, any of the following assets:

(i) the corporate charter, articles of organization, operating agreement, by-laws, qualifications to conduct business as a foreign corporation or limited liability company, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock or membership interest transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of Sellers as corporations or limited liability companies;

(ii) any of the rights of Sellers under this Agreement or any of the Ancillary Agreements or any order of the Bankruptcy Court relating to this Agreement;

(iii) except as provided in Section 2.1(a)(xix) above, insurance policies owned by Sellers or Parent;

(iv) the Closing Working Capital, subject to set-off and adjustment as provided in this Agreement;


(v) use of the name "U.S. Office Products Company" and, except as otherwise expressly provided herein, use of the name "Coffee Butler"; and

(vi) the assets listed on Section 2.1(b)(vi) of the Disclosure Schedule.

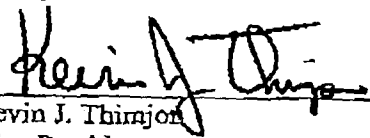
(c) Non-Assignable Assets. If any of the Purchased Assets are not assignable or are only assignable with the consent or approval of any other third party (a "Third Party

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

U.S. OFFICE PRODUCTS COMPANY

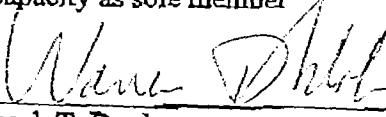
By: 
Joseph T. Doyle
Executive Vice President &
Chief Financial Officer

**VEND-RITE SERVICE CORPORATION
MODERN FOOD SYSTEM, INC.
MODERN VENDING, INC.
SLETTEN VENDING SERVICE, INC.
CENTRAL TEXAS OFFICE PRODUCTS, INC.
BRM, MID-SOUTH DISTRICT, INC.
BRM, MID-ATLANTIC DISTRICT, INC.
OE ACQUISITION CORP.**

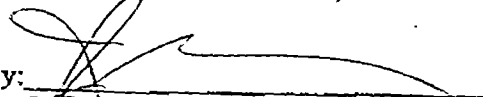
By: 
Kevin J. Thirnjon
Vice President

**BRM, CHICAGO DISTRICT, LLC
BRM, FLORIDA DISTRICT, LLC**

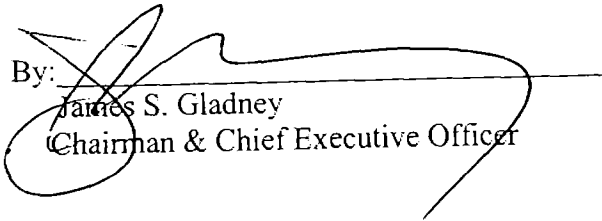
By: U.S. OFFICE PRODUCTS COMPANY,
in its capacity as sole member

By: 
Joseph T. Doyle
Executive Vice President &
Chief Financial Officer

ALL SEASONS SERVICE, INC.

By: 
James S. Gladney
Chairman & Chief Executive Officer

ALL SEASONS HOLDINGS, INC.

By: 
James S. Gladney
Chairman & Chief Executive Officer

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PROPRIETARY RIGHTS AGREEMENT

THIS PROPRIETARY RIGHTS AGREEMENT (this "Agreement") is made as of August 7, 2001 by and among US OFFICE PRODUCTS COMPANY, a Delaware corporation, BRM, PENNSYLVANIA, INC. (f/k/a Vend-Rite Service Corporation), a Pennsylvania corporation; BRM1, INDIANA, INC. (f/k/a Modern Food Systems, Inc.), an Indiana corporation; BRM2, INDIANA, INC. (f/k/a Modern Vending, Inc.), an Indiana corporation; BRM, WISCONSIN, INC. (f/k/a Stetten Vending Service, Inc.), a Wisconsin corporation; BRM, OFFICE PRODUCTS, INC. (f/k/a Central Texas Office Products, Inc.), a Texas corporation; BRM, CHICAGO DISTRICT, LLC, a Delaware company (f/k/a US Office Products, Chicago District, LLC); BRM, FLORIDA DISTRICT, LLC, a Delaware company (f/k/a US Office Products, Florida District, LLC); BRM, MID-SOUTH DISTRICT, INC., a Tennessee corporation (f/k/a US Office Products, Mid-South District, LLC); BRM, MID-ATLANTIC DISTRICT, INC., a District of Columbia corporation (f/k/a US Office Products, Mid-Atlantic District, LLC); OE ACQUISITION CORP., a Delaware corporation, (collectively, the "Assignors"), and ALL SEASONS SERVICE, INC., a Delaware corporation (the "Assignee"), and is being delivered pursuant to, and for the consideration set forth in, that certain Asset Purchase Agreement dated as of July 19, 2001 between Assignors, Assignee and the other parties named therein (the "Asset Purchase Agreement"). Capitalized terms used without definition in this Agreement shall have the meanings assigned to them in the Asset Purchase Agreement.

RECITALS:

WHEREAS, Assignors and Assignee are parties to the Asset Purchase Agreement and pursuant thereto, Assignors are transferring and assigning to Assignee the Proprietary Rights; and

WHEREAS, Assignors and Assignee desire to more specifically set forth their understandings pertaining to the Assignments of the Proprietary Rights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Assignment.** Assignors do hereby sell, assign, transfer and set over to Assignee all right, title and interest in and to all of the Proprietary Rights as set forth on Section 3.13 of the Disclosure Schedule to the Asset Purchase Agreement which has been attached hereto as Exhibit A. Notwithstanding that the Proprietary Rights include the tradenames "U.S. Office Products" and "Coffee Butler" and symbols, service marks, websites and domain names that include such names (the "Excluded Name Rights"), Assignors are not assigning to Assignee any of their right, title and interest to the "Excluded Name Rights."

2. **Authorization.** Assignors further authorize the Commissioner of Patents and Trademarks of the United States to record all trademarks and patents transferred hereunder and title thereto, as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this Agreement.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to any applicable principles of conflicts of law.

4. Controlling Agreement. In the event of a conflict or inconsistency between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this Proprietary Rights Agreement as of the date first set forth above.

ASSIGNORS:	
BRM, Pennsylvania, Inc. (f/k/a Vend-Rite Service Corporation) By: <u>Kevin J. Thimjon</u> Name: <u>Kevin J. Thimjon</u> Title: <u>Senior Vice President</u>	BRM1, Indiana, Inc. (f/k/a Modern Food Systems, Inc.) By: <u>Kevin J. Thimjon</u> Name: <u>Kevin J. Thimjon</u> Title: <u>Senior Vice President</u>
BRM2, Indiana, Inc. (f/k/a Modern Vending, Inc.) By: <u>Kevin J. Thimjon</u> Name: <u>Kevin J. Thimjon</u> Title: <u>Senior Vice President</u>	BRM, Wisconsin, Inc. (f/k/a Sletten Vending Service, Inc.) By: <u>Kevin J. Thimjon</u> Name: <u>Kevin J. Thimjon</u> Title: <u>Senior Vice President</u>
BRM, Office Products, Inc. (f/k/a Central Texas Office Products, Inc.) By: <u>Kevin J. Thimjon</u> Name: <u>Kevin J. Thimjon</u> Title: <u>Senior Vice President</u>	BRM, Chicago District, LLC, a Delaware company By: <u>Kevin J. Thimjon</u> Name: <u>Kevin J. Thimjon</u> Title: <u>Senior Vice President</u>
BRM, Florida District, LLC, (f/k/a US Office Products, Florida District, LLC) By: <u>Kevin J. Thimjon</u> Name: <u>Kevin J. Thimjon</u> Title: <u>Senior Vice President</u>	BRM, Mid-South District, Inc., (f/k/a US Office Products, Mid-South District, LLC) By: <u>Kevin J. Thimjon</u> Name: <u>Kevin J. Thimjon</u> Title: <u>Senior Vice President</u>

<p>BRM, Mid-Atlantic District, Inc., (t/k/a US Office Products, Mid-Atlantic District, LLC)</p> <p>By: <u>Kevin J. Thimjon</u></p> <p>Name: <u>Kevin J. Thimjon</u></p> <p>Title: <u>Senior Vice President</u></p>	<p>OE ACQUISITION CORP.</p> <p>By: <u>Kevin J. Thimjon</u></p> <p>Name: <u>Kevin J. Thimjon</u></p> <p>Title: <u>Senior Vice President</u></p>
<p>ASSIGNEE:</p>	
<p>ALL SEASONS SERVICE, INC.</p> <p>By: _____</p>	

09/06/01 16:11 FAX 202 330 6722

ERN HOLDINGS INC

003

Office Producers, Mid-Atlantic District, LLC By: _____ Name: Kevin J. Thunjon Title: Senior Vice President	By: _____ Name: Kevin J. Thunjon Title: Senior Vice President
ERN Holdings, Inc. By: <i>Kevin J. Thunjon</i> Name: Kevin J. Thunjon Title: Senior Vice President	
ASSIGNEE:	
ALL SEASONS SERVICE, INC. By: <i>James S. Glendon, Chairman and Chief Executive Officer</i>	

Office Products, Mid-Atlantic District, I.L.C.) By: _____ Name: <u>Kevin J. Thimjon</u> Title: <u>Senior Vice President</u>	By: _____ Name: <u>Kevin J. Thimjon</u> Title: <u>Senior Vice President</u>
BRM Holdings, Inc. By: <u>Kevin J. Thimjon</u> Name: <u>Kevin J. Thimjon</u> Title: <u>Senior Vice President</u>	
ASSIGNEE:	
ALL SEASONS SERVICE, INC. By: _____	

EXHIBIT A

**ASSET PURCHASE AGREEMENT
DISCLOSURE SCHEDULE**

Although no specific notices of default have been received, the filing for Bankruptcy under Chapter 11 would constitute default under most material agreements.

3.13 PROPRIETARY RIGHTS

Business names

Vend-Rite Service Corporation
Modern Food System
Modern Vending
Sletten Vending Service
Central Texas Office Products

Note: The names of certain of the Sellers have been changed as follows:

1. Vend-Rite Service Corporation has been changed to BRM, Pennsylvania, Inc.
2. Modern Food System, Inc. has been changed to BRM1, Indiana, Inc.
3. Modern Vending, Inc. has been changed to BRM2, Indiana, Inc.
4. Sletten Vending Service, Inc. has been changed to BRM, Wisconsin, Inc.
5. Central Texas Office Products, Inc. has been changed to BRM, Office Products, Inc.

Trade names

USRefresh
Boston Toy

Trademark and trademark registrations

Name	Status	Description
USRefresh	Pending Trademark	Operating name for coffee, breakroom services and vending.
USREFRESH	Pending Trademark	Operating name for coffee, breakroom services and vending.
Usrefresh.com	Registered Domain Name	Website domain name.
Usrefresh.org	Registered Domain Name	Website domain name.
Usrefresh.net	Registered Domain Name	Website domain name.

Copyrights

Name	Status	Description
Introductory Brochure	Unregistered Copyright	Brochure introducing USRefresh as a company.
Refresher Course Brochure	Unregistered Copyright	Questionnaire used to market USRefresh's vending services.